CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, AUGUST 15, 2022
5:00 P.M.

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

A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER JUSTON DOBBS

A. 3. INVOCATION BY COUNCIL MEMBER JUSTON DOBBS

A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF AUGUST 1, 2022, AND THE CALLED MEETING OF THE TAX INCREMENT FINANCING BOARD #3 OF AUGUST 1, 2022.

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

C. 2. CONSENT AGENDA
Double Asterisked (**) items are considered to be routine and will be enacted in one motion, subject to staff review letter, without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Public Hearing

D. 1. PUBLIC HEARING
Capital Improvement Program 2022-2027

D. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6508
Adopting a Budget and Providing for the Appropriation of Funds for Operating and Capital Expenditures for the Fiscal Year Beginning October 1, 2022 and ending September 30, 2023; Declaring that this Budget Will Raise More Total Property Taxes than Last Year's Budget by $2,760,000 and 14%, and of that Amount $476,000 is Tax Revenue to be Raised from New Property Added to the Tax Roll this Year; Providing a Savings/Repealing Clause, Severability Clause and Effective Date; Providing for the Publication of the Caption Hereof

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. 6509**

Providing for the Levy of Ad Valorem Taxes for the City of Sherman, Texas, for the Tax Year 2022; Distributing the Same Among the Various Funds; Providing for a Penalty and Interest for Failure to Pay the Taxes Levied within the Time Provided by Law; Providing for a Lien on all Real and Personal Property to Secure Payment of Taxes Due Thereon; Providing a Penalty Clause, Savings/Repealing Clause, Severability Clause and An Effective Date

D. 4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6510**

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

D. 5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6511**

Approving the 2022 - 23 Annual Service Plan Update for the Bel Air Village Public Improvement District

D. 6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6512**

Amending Chapter 3 (Building Regulations), ARTICLE 3.12 (Flood Damage Prevention) of the Code of Ordinances, City of Sherman, Texas; Establishing New Regulations Designed to Minimize Flood Losses; Defining Terms; Delegating Authority to the Floodplain Administrator; Requiring a Floodplain Development Permit; Setting Forth Variances Procedures; Establishing Flood Hazard Reduction Standards; Adopting Flood Insurance Rate Maps; Providing for Inclusion in the Code of Ordinances; Providing A Savings/Repealing Clause, Severability Clause And An Effective Date

D. 7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6513**

Ordering an Election of the Qualified Voters of the City of Sherman, Texas, on the 8th day of November, 2022, for the Purpose of Electing Two (2) District City Council Members for Said City; Providing That Said Election Shall be Held Jointly with Grayson County, Texas; Designating Election Precincts; Appointing Election Officials; Providing for Notice of Said Election; Providing for the Use of Direct Recording Electronic Voting Equipment; Providing for Early Voting

D. 8. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6514**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District located at 715 North Elm Street, being Lot 18, L.C. Chapman's Additon (DP Capstone LLC, Owner; Austin Hoover, Representative; HD Design Build, Designer; and Sartin Surveying, LLC, Surveyor); Providing a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 9. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6515**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Montessori School, Ages 3-12 in a C-1 (Retail Business) District/O-1.1 (F.M. Highway 1417) Overlay District at 5615 North FM 1417 (Heritage Parkway), being 3.00 acres in the John Goode Survey, Abstract No. 468 (Gregg Holbrook, Owner; Baylee Kowert, Applicant; and Helvey-Wagner Surveying, Inc, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

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D. 10. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6516**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District located at 2305 and 2615 Graystone Drive, being 19.95 acres in the Samuel M. McGlothlin Survey, Abstract No. 811 (Lloyd Plyler Construction LLP, Owner; Terrin Bertholf, B & H Development, LLC, Prospective Buyer/Representative; and Manhard Engineering, Surveyor/Engineer); Providing a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 11. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6517**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow Patio Homes in an R-1 (One-Family Residential) District at 2305 and 2615 Graystone Drive, being 19.95 acres in the Samuel M. McGlothlin Survey, Abstract No. 811 (Lloyd Plyler Construction LLP, Owner; Terrin Bertholf, B & H Development, LLC, Prospective Buyer/Representative; and Manhard Engineering, Surveyor/Engineer); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00.

D. 12. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6518**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District located at 1016 East Cherry Street, being a portion of Lot 3, Block 2 of Hazelwood and Vaden Addition (Axalt Denison TX Holdings, LLC, Owner; Christopher Wyatt, Representative and CBG Surveying Texas LLC, Surveyor); Providing a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Close Public Hearing and Consider Adoption of Ordinances

E. 1. **OTHER BUSINESS**

Providing for the Ratification of the Property Tax Increase

Adoption of Ordinances

F. 1. **ADOPTION OF ORDINANCE NO. 6508**

Adopting a Budget Providing for the Appropriation of Funds for Operating and Capital Expenditures for the Fiscal Year Beginning October 1, 2022 and ending September 30, 2023; Declaring that this Budget Will Raise More Total Property Taxes than Last Year's Budget by $2,760,000 and 14%, and of that Amount $476,000 is Tax Revenue to be Raised from New Property Added to the Tax Roll this Year; Providing a Savings/Repealing Clause, Severability Clause and Effective Date; Providing for the Publication of the Caption Hereof

F. 2. **ADOPTION OF ORDINANCE NO. 6509**

Providing for the Levy of Ad Valorem Taxes for the City of Sherman, Texas, for the Tax Year 2022; Distributing the Same Among the Various Funds; Providing for a Penalty and Interest for Failure to Pay the Taxes Levied within the Time Provided by Law; providing for a Lien on all Real and Personal Property to Secure Payment of Taxes Due Thereon

F. 3. **ADOPTION OF ORDINANCES**

Consider Adoption of Ordinance Numbers 6510, 6511, 6512, 6513, 6514, 6515, 6516, 6517 & 6518

Resolutions

G. 1. **RESOLUTION NO. 6938**

Approving and Adopting a Five-Year Capital Improvement Program for the City of Sherman, Texas

G. 2. **RESOLUTION NO. 6939**
Awarding a Bid to and Authorizing Execution of a Contract with the Public Restroom Company for the Purchase and Installation of Site Improvements for the Martin Luther King Park Restroom Replacement Project

G. 3. **RESOLUTION NO. 6940**
Authorizing Execution of a 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 Approximate 150.434-Acre Residential Development west of Carriage Estates Road in the City of Sherman, Texas

G. 4. **** RESOLUTION NO. 6941***
Authorizing Execution of a Relocation Agreement with Atmos Energy Corporation for the Relocation of a High-Pressure Transmission Gas Line

G. 5. **** RESOLUTION NO. 6942***
Authorizing Execution of Contract with Business Essentials for Furniture for the New Sherman Police Department Headquarters

G. 6. **** RESOLUTION NO. 6943***
Authorizing Execution of a Joint Election Agreement with Grayson County, Texas, to Hold a Joint Election on November 8, 2022

G. 7. **** RESOLUTION NO. 6944***
Authorizing the Execution of a Mutual Aid Agreement with the City of Durant, Oklahoma

G. 8. **** RESOLUTION NO. 6945***
Authorizing Execution of an Easement to Oncor Electric Delivery Company, LLC for the Installation of Overhead and/or Underground Electric Supply for the New City of Sherman Police Station Headquarters.

G. 9. **** RESOLUTION NO. 6946***
Authorizing the Contracting of Uniforms Services for Multiple Departments from Cintas through the OMNIA Partners Purchasing Cooperative

Other Business

H. 1. **OTHER BUSINESS**
Receive a presentation from Kimley-Horn and Associates on the Amendment to the Roadway, Water, Wastewater Land Use Assumptions, Capital Improvements Plan, and Impact Fee Study and the Amendment of the Impact Fee Ordinance.

H. 2. **OTHER BUSINESS**
Consider Scheduling a Joint Meeting of the City Council for 11:00 a.m. on Thursday, September 22, 2022. The purpose of the Joint Meeting will be to Review the Draft 2022 Comprehensive Plan and Trails Master Plan, and to Review the proposed changes to the General Zoning Ordinance.

H. 3. ****OTHER BUSINESS**
Final Plat Approval of Bakersfield Addition Lot 1, Block 1, being 13.564 acres in the Elizabeth Jones Survey, Abstract No. 625; John Adcock, Owner; Charlie Moussa, Premier Multifamily Development, Developer; and Pacheco Koch Consulting Engineers; Surveyor (4001 OB Groner Road)

H. 4. ***** OTHER BUSINESS***

Replat Approval of Opel Addition, Phase Two, being part of the G.B Pilant Survery, Abstract No. 963 and being all of Lots 2 and 3 of Opel Addition, consisting of 2.170 acres; Beranea Cruz, Owner and Helvey-Wagner Surveying Inc., Surveyor (912 and 916 South Gribble Street)

H. 5. ***** OTHER BUSINESS***

Replat Approval of Lots 8 & 9, Block 1, Preston Club The Classics – Phase Three, being part of the Daniel Bickenback Survey, Abstract No. 128 and being all of Lots 8 and 9, Block 1, Preston Club The Classics-Phase Three, consisting of 0.452 acres; WUI Developments LLC, Owner and Helvey-Wagner Surveying Inc., Surveyor (112 and 128 Roberts Run)

H. 6. ****OTHER BUSINESS**

Replat Approval of Grayson Chin Baptist Church Addition, being part of the G.B. Pilant survey, Abstract No. 963, and being all of Lots 1, 2, 3 & 4 and a 20' alley in Block 4, W. Elliott's Addition consisting of 0.685 acres; Grayson Chin Baptist Church, Owner; Reverend Khen Chum, Representative; J. Volk Consulting, Engineer; and Copley Land Surveying, Surveyor (527 South Willow Street and 909 East King Street)

H. 7. ****OTHER BUSINESS**

Final Plat Approval of USOW Sherman Addition, being 2.814 acres in the G.W. McGlothlin Survey, Abstract No. 827 and the S. Mcglothlin Survey, Abstract No. 808; H. Blume Loe Jr., Owners and Helvey-Wagner Surveying, Inc., Surveyor (2450 North Frisco Road)

H. 8. ****OTHER BUSINESS**

Replat Approval of 903 Brewer's Addition, being 11.111 acres and also being Lots 1 and 2, Block 1 Northgate Business Park, Phase 1; SEDCO, Owner; Kent Sharp, Representative; and Underwood Drafting & Surveying, Surveyor (3231 Northgate Drive)

H. 9. ***** OTHER BUSINESS***

Replat Approval of Juarez Addition, being 0.161 in the J.B. McAnair Survey, Abstract No. 763; Hannah and Daniel Juarez, Owners and Copley Land Surveying, Surveyor (407 East College Street)

H. 10. ****OTHER BUSINESS**

Final Plat Approval of Texas Instruments Sherman Addition, being 559.333 acres in the M.G. Felers Survey, Abstract 427, the C.S. Dale Survey, Abstract No. 356, The William Martin Survey, Abstract 765, the Heirs of Sherrod Dunman Survey, Abstract No. 329, the John Chronister Survey, Abstract No. 248 and the James A. Foster Survey, Abstract No. 418; Texas Instruments Incorporated, Owner; Patrick Braun, Pacheco Koch, Representative; and Ringley & Associates, Inc, Surveyor (501 West Shepherd Drive)

H. 11. ***** OTHER BUSINESS***

Replat of Lot 2 of Independence Square Addition, Section 3, being 8.93 acres in the J.B. McAnair Survey, Abstract No. 763, and being all of Lot 2 of the Replat of Lot 3, Block 2, Independence Square Addition, Section 3; Russell Spears, Post Oak Liquidating Trust, Owners; Brad Tidwell, Oak View Capital Partners, Developer; and Underwood Surveying, Surveyor (2100 - 2200 Blocks North Travis Street)

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

H. 12. ***** OTHER BUSINESS***

Replat Approval of King Street Addition, being part of the G.B. Pilant Survey, Abstract No. 963 and being all of Lot 5 and the North 25 ft. of Lot 6, C.L. Stowes Addition, consisting of 0.321 acres; Timber Realty Management LLC, Owner and Helvey-Wagner Surveying Inc., Surveyor (602 South Charles Street)

H. 13. ***** OTHER BUSINESS***

Replat Approval of Lots 17 & 18, Block 1, Preston Club The Classics – Phase Three, being part of the J.M. Thomas Survey, Abstract No. 1234 and being all of Lots 17 and 18, Block 1, Preston Club The Classics-Phase Three, consisting of 0.798 acres; WUI Developments LLC, Owner and Helvey-Wagner Surveying Inc., Surveyor (252 and 268 Roberts Run)

Consider Board/Commission Appointments

J. COUNCIL COMMENTS

Executive Session

K. 1. 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:

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.
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

L. 1. OPEN MEETING

Reconvene into Open Meeting and Consider Action, if any, on items discussed in Executive Session

M. ADJOURNMENT

COUNCIL CALENDAR

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

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Friday, August 12, 2022 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 12th day of August, 2022.
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	Pamela L. Howeth	Henry Marroquin, Council-At-Large, PL #1	Josh Stevenson, Council – District #2
		Juston Dobbs, Council-At-Large, PL #2	Pamela L. Howeth, Council – District #3
		Shawn C. Teamann, Council – District #1	Daron Holland, Council – District #4

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SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **A. 4.**

Meeting Date: 08/15/2022

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF AUGUST 1, 2022, AND THE CALLED MEETING OF THE TAX INCREMENT FINANCING BOARD #3 OF AUGUST 1, 2022.

Attachments

August 1, 2022

August 1, 2022 - Called TIRZ #3 Meeting

STATE OF TEXAS §

August 1, 2022

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on August 1, 2022.

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

MEMBERS ABSENT: **COUNCIL MEMBER DOBBS.**

CALL TO ORDER — **CALL TO ORDER**

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

APPROVE MINUTES — **APPROVE MINUTES**

The Council reviewed the Minutes of the Regular City Council Meetings of July 18, 2022. Council Member Stevenson moved to approve the Minutes, as presented; Second by Council Member Holland; All present voted AYE.
MOTION CARRIED.

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

There were no citizen's comments.

CONSENT AGENDA — **CONSENT AGENDA**

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

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

PUBLIC HEARING — **PUBLIC HEARING ANNUAL BUDGET**

FIRST PUBLIC HEARING REQUIRED BY THE CHARTER TO ADOPT A BUDGET AND PROVIDE FOR THE APPROPRIATION OF FUNDS FOR OPERATING AND CAPITAL EXPENDITURES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; DECLARING THAT THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY $2,760,000 AND 14%, AND OF THAT AMOUNT $476,000 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF

Mary Lawrence, Director of Finance, said this Public Hearing fulfils the requirements of the City's Charter. The Public Hearing will be

held on August 15, 2022. After the second Public Hearing, the Council will be required to take action on the Budget.

The Budget is the result of City Council direction and input from the Budget Planning Meeting and the Budget Workshop. The total Budget is approximately $160 million, including about $86 million for operations, and $66 million in Capital Improvements.

The property tax rate decreased from $0.489 per $100 valuation to $0.469932 per $100 valuation.

No citizens appeared before the City Council to discuss the Annual Budget.

Mayor Plyler asked that Ordinance Nos. 6505 and 6506 be read together.

ORD 6505 AMENDING TIRZ #3

Mayor Plyler introduced Ordinance No. 6505 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 5425, WHICH ESTABLISHED TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER THREE; MODIFYING THE GRANT OF AUTHORITY TO THE TIRZ #3 BOARD OF DIRECTORS IN ACCORDANCE WITH CHAPTER 311 OF THE TEXAS TAX CODE; PROVIDING SAVINGS, REPEALING AND SEVERABILITY CLAUSES AND AN EFFECTIVE DATE.

Mayor Plyler introduced Ordinance No. 6506 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ACCEPTING AND APPROVING THE AMENDED PROJECT PLAN AND THE FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE, NUMBER THREE (#3); PROVIDING FOR FINDINGS OF FACT.

ORD 6506 APPROVE AMENDED PROJECT PLAN FOR TIRZ #3

Ms. Lawrence said Ordinance Nos. 6505 and 6506, and Resolution 6931 are all related to Tax Increment Zone #3.

Ordinance 6505 is a "clean-up" of the original creation ordinance, and will align the duties of the Board with State statues. The original ordinance restricted the Board's duties to an advisory board. Board actions are always subject to Council approval.

Robby Hefton, City Manager, said there will also be a separate TIRZ #3 Board Meeting, immediately following this Council Meeting. Mayor Plyler, Deputy Mayor Howeth, and Council Member Stevenson serve on that Board.

Ms. Lawrence said Ordinance 6506 amends the Project and Financing Plan for TIRZ #3. She said the zone includes the areas of Kohl's, Academy, and Cracker Barrel, and was expanded in 2020 to include the property that was originally the old Medical Plaza Hospital.

The Council also approved the first phase of a two phased plan. The first phase was remediation and demolition of the old Medical Plaza Hospital, which has been completed. The amendment is a continuation of that initial project.

The second phase includes reimbursement for public infrastructure and economic development incentives to the developer, not to exceed $400,000.

The capital investment is expected to be about $25 million. The development will be a multi-family complex, and a professional building, planned on the side.

Construction is expected to begin next month and take about two years. Reimbursement will only come from the TIRZ #3 Fund, which is only funded by the increments of the zone.

<u>Ryan Johnson, 5521 W. Houston Street</u>
Mr. Johnson is the developer, and was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance Nos. 6505 or 6506.

ORD 6507
CLOSING AN ALLEY NORTH OF KING ST, BETWEEN WILLOW & HAZELWOOD

Mayor Plyler introduced Ordinance No. 6507 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING THE PLATTED ALLEY WEST OF LOTS 1-4, BLOCK 4, W. ELLIOTT'S ADDITION IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS BEING SHOWN IN VOLUME 101, PAGE 4, DEED RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, SAID PROPERTY SHALL BE RESERVED AS AN EASEMENT FOR PUBLIC AND FRANCHISE UTILITIES FOR THE RIGHT OF INGRESS AND EGRESS TO SAME FOR PURPOSES OF OPERATION, MAINTENANCE, OR REMOVAL OF SUCH UTILITIES OR UNTIL SUCH UTILITIES SHALL BE ABANDONED OR RELOCATED.

Wayne Lee, Director of Engineering, said Grayson Chin Baptist Church has requested to close an alley north of King Street, and between Willow and Hazelwood Streets. The church owns property on both sides of the alley, and would eventually like to replat the property to install parking.

This action will abandon an alley, but retain an easement for utilities. Oncor utilities run in the alley.

No citizens appeared before the City Council to discuss Ordinance No. 6507.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6505 — **ORD 6505 AMENDING TIRZ #3**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 5425, WHICH ESTABLISHED TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER THREE; MODIFYING THE GRANT OF AUTHORITY TO THE TIRZ #3 BOARD OF DIRECTORS IN ACCORDANCE WITH CHAPTER 311 OF THE TEXAS TAX CODE; PROVIDING SAVINGS, REPEALING AND SEVERABILITY CLAUSES AND AN EFFECTIVE DATE.

Ordinance 6506 — **ORD 6506 APPROVE AMENDED PROJECT PLAN FOR TIRZ #3**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ACCEPTING AND APPROVING THE AMENDED PROJECT PLAN AND THE FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE, NUMBER THREE (#3); PROVIDING FOR FINDINGS OF FACT.

Ordinance 6507 — **ORD 6507 CLOSING AN ALLEY NORTH OF KING ST, BETWEEN WILLOW & HAZELWOOD**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING THE PLATTED ALLEY WEST OF LOTS 1-4, BLOCK 4, W. ELLIOTT'S ADDITION IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS BEING SHOWN IN VOLUME 101, PAGE 4, DEED RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, SAID PROPERTY SHALL BE RESERVED AS AN EASEMENT FOR PUBLIC AND FRANCHISE UTILITIES FOR THE RIGHT OF INGRESS AND EGRESS TO SAME FOR PURPOSES OF OPERATION, MAINTENANCE, OR REMOVAL OF SUCH UTILITIES OR UNTIL SUCH UTILITIES SHALL BE ABANDONED OR RELOCATED.

ACTION TAKEN.

Motion by Council Member Teamann to adopt Ordinance Nos. 6505, 6506, and 6507, as presented. Second by Council Member Stevenson.

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

RESOLUTION NO. 6931 – AUTHORIZING EXECUTION OF A TIRZ #3 REIMBURSEMENT AND DEVELOPMENT AGREEMENT WITH ASPIRE TWO, LLC FOR REIMBURSEMENT FOR THE CONSTRUCTION OF PUBLIC INFRASTRUCTURE AND PRIVATE IMPROVEMENTS WITHIN SHERMAN TAX INCREMENT REINVESTMENT ZONE, NUMBER THREE (#3) IN THE CITY OF SHERMAN — **RES 6931 TIRZ #3 DEVELOPMENT AGREEMENT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A TIRZ #3 REIMBURSEMENT AND DEVELOPMENT AGREEMENT WITH ASPIRE TWO, LLC FOR THE CONSTRUCTION OF PUBLIC INFRASTRUCTURE AND PRIVATE IMPROVEMENTS WITHIN SHERMAN TAX INCREMENT REINVESTMENT ZONE, NUMBER THREE (#3) IN THE CITY OF SHERMAN.

Ms. Lawrence said this is the update of the Financing Plan for TIRZ #3, for the developer's reimbursement of the public infrastructure.

ACTION TAKEN.
Motion by Council Member Stevenson to approve Resolution No. 6931, as presented. Second by Deputy Mayor Howeth.
VOTING AYE: Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RES 6932 POST WWTP 12.5-KV DISTRIBUTION SYSTEM & GENERATOR DESIGN

RESOLUTION NO. 6932 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PLUMMER ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR THE POST OAK WWTP 12.5-KV DISTRIBUTION SYSTEM AND GENERATOR DESIGN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PLUMMER ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR THE POST OAK WWTP 12.5-KV DISTRIBUTION SYSTEM AND GENERATOR DESIGN.

Tom Pruitt, Utility Engineer, said this project was in response to the power outages in February 2021. The Council directed the Engineering staff to procure engineering services to install an emergency backup generator.

Freeman-Millican was hired to determine the scope of services and now they have selected the engineer to do the design for the actual generator installation. They are proposing to contract with Plummer Associates for that work, at a contract period of 210 days.

Council Member Teamann confirmed that this $1 million contract doesn't include the generator, but is only the engineering for the project.

Clint Philpott, Assistant City Manager, said the generator itself is close to $1 million to $1.5 million. Part of the scope of services determined that the entire electrical system at the Wastewater Treatment Plant needed to be upgraded. Instead of just adding a generator and still having problems, this plan will also include redoing all the electrical.

Mr. Pruitt added that this will be combined with the last CIP, which included switchgear for the facility. Mr. Philpott added that this was engineering for the entire package.

Deputy Mayor Howeth asked if the City would need to increase the size of the Wastewater Treatment Plant, or possibly build a new one, because of all the development in Sherman. She questioned spending this amount of money and then needing a new facility so soon.

Mr. Philpott said this project would not affect that need. It would just make the current investment more solidified. Any improvements or expansions would be in addition to this project,

which is greatly needed. He said, even if a new facility is built, it would most likely be used in conjunction with this facility, for another 20 or 30 years.

ACTION TAKEN.
Motion by Council Member Stevenson to approve Resolution No. 6932, as presented. Second by Council Member Teamann.
VOTING AYE: Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RES 6933 PROGRAM MGMT SERVICES FOR MAJOR INFRASTRUCTURE IMPROVEMENTS

RESOLUTION NO. 6933 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PAPE-DAWSON ENGINEERS, INC, FOR PROGRAM MANAGEMENT SERVICES FOR MAJOR INFRASTRUCTURE IMPROVEMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PAPE-DAWSON ENGINEERS, INC. FOR PROGRAM MANAGEMENT SERVICES FOR MAJOR INFRASTRUCTURE IMPROVEMENTS.

Mr. Lee said this was a contract for program management on some of the City's major construction improvements. He said there are some major projects that need to be done due to all the industrial development and the planned residential developments that are progressing. He estimated close to $200 million worth of infrastructure needed to be installed within the next couple of years.

He said it is a common practice for a City with this type of large projects to hire a company to help them manage the projects. This will allow the staff to continue doing their normal day-to-day work. These types of company are use to handling large projects, and coordinating special procurement contracts.

This program manager will "supplement" the City staff. He added that amendments may need to be added to the contract as more projects are identified, and determined to be needed.

Mr. Lee said the contract is for a two year period, and is renewable, if both parties agree.

Council Member Stevenson asked about the "major infrastructure improvements," and sked if there was a pre-determined scope of work. Mr. Lee said there is a pre-determined scope of work within the contract. He outlined several of the infrastructure projects that were listed in the contract.

Council Member Teamann asked if there was an hourly submittal, so the contract might actually vary some. Mr. Lee said if the contract increases, the staff would have to request additional funds from the Council.

ACTION TAKEN.
Motion by Council Member Stevenson to approve Resolution No. 6933, as presented. Second by Deputy Mayor Howeth.

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

RES 6934 REMOVE POLICE DEPT. ELEVATOR

RESOLUTION NO. 6934 – AUTHORIZING THE REMOVAL AND REPLACEMENT OF THE ELEVATOR IN THE SHERMAN POLICE DEPARTMENT FROM EMR ELEVATOR SERVICE THROUGH THE BUY BOARD COOPERATIVE PURCHASING PROGRAM IN THE AMOUNT OF $123,250

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE REMOVAL AND REPLACEMENT OF THE ELEVATOR IN THE SHERMAN POLICE DEPARTMENT FROM EMR ELEVATOR SERVICE THROUGH BUYBOARD COOPERATIVE PURCHASING PROGRAM IN THE AMOUNT OF $123,250.

Mr. Philpott said this was a request to replace the elevator at the Police Department. There have been problems over the years, with this elevator malfunctioning.

There is currently a maintenance contract on the elevator, and in the last few months there have been bigger and bigger issues. The elevator was originally built in 1979 and renovated in 1989, and he said it's time to do a full replacement.

Mr. Philpott said the ACF states that the cost to replace will be $123,250, however the actual quote was $125,765, with the difference in price being for bonding purposes.

Council Member Stevenson asked what the staff expected the old Police Station to be used for. Mr. Hefton said a plan is being developed. He said City Hall is out of space. One likely scenario is that City Hall would move to the building. Possibly the Fire Department Admin, and there are other departments that are growing, such as the Environmental Code Office. He said the plan is definitely to put this building into use.

ACTION TAKEN.

Motion by Deputy Mayor Howeth to approve Resolution No. 6934, but amending the amount to $125,765. Second by Council Member Holland.

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

RES 6935 JAG GRANT APPLICATION

RESOLUTION NO. 6935 – AUTHORIZING SUBMISSION OF A JOINT GRANT APPLICATION WITH THE CITY OF DENISON AND GRAYSON COUNTY FOR, AND THE ACCEPTANCE OF, A GRANT AWARDED UNDER THE 2022 JUSTICE ASSISTANCE GRANT PROGRAM - CFDA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF A JOINT GRANT APPLICATION WITH THE CITY OF DENISON AND

GRAYSON COUNTY FOR, AND THE ACCEPTANCE OF, A GRANT AWARDED UNDER THE 2022 JUSTICE ASSISTANCE GRANT PROGRAM – CFDA #16.738.
CONSENT AGENDA.

RES 6936 INTERLOCAL AGREEMENT FOR JAG GRANT

RESOLUTION NO. 6936 – AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN, THE CITY OF DENISON, AND GRAYSON COUNTY FOR GRANT FUNDING TO BE AWARDED BY THE U.S. DEPARTMENT OF JUSTICE UNDER THE 2022 JUSTICE ASSISTANCE GRANT PROGRAM – CFDA #16.738

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN, THE CITY OF DENISON, AND GRAYSON COUNTY FOR GRANT FUNDING TO BE AWARDED BY THE U.S. DEPARTMENT OF JUSTICE UNDER THE 2022 JUSTICE ASSISTANCE GRANT PROGRAM – CFDA #16.738.
CONSENT AGENDA.

RES 6937 STREET MAINT EQUIPMENT

RESOLUTION NO. 6937 – AUTHORIZING THE PURCHASE OF A NEW KOMATSU WA380-8 WHEEL LOADER FROM KIRBY SMITH FOR THE STREET MAINTENANCE DEPARTMENT THROUGH BUYBOARD

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW KOMATSU WA380-8 WHEEL LOADER FROM KIRBY SMITH FOR THE STREET MAINTENANCE DEPARTMENT THROUGH BUYBOAD.
CONSENT AGENDA.

CHANGE ORDER MOORE STREET PROJCT, FROM W TRAVIS TO HERITAGE PKWY ($338,484 INCREASE)

CHANGE ORDER NO. 1 (TABLED AT THE JULY 18, 2022 REGULAR CITY COUNCIL MEETING)
MOORE STREET FROM WEST TRAVIS STREET TO HERITAGE PARKWAY PROJECT; LYNN VESSELS CONSTRUCTION, LLC.; $338,484.45 INCREASE

ACTION TAKEN.

Motion by Council Member Stevenson to remove from table, Change Order No. 1, to Lynn Vessels Construction, LLC, in the amount of a $338,484.45 increase, for the Moore Street from West Travis Street to Heritage Parkway Project, for discussion. Second by Council Member Holland.

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

Mr. Hefton explained that this item was discussed at length at the last Council Meeting, and finally tabled to allow staff to do a couple of things.

First, to have the vendor visit with members of the City Council to give them more detail on the reason for the increase on the Change Order. Second, to allow the staff to work on a solution to bring back recommendations and procedures in the bidding process, to include contingencies in future bids.

He said because of the high variability in pricing and the availability of products that we are experiencing right now, that needs to be included in the bid documents and the contracts. That has already been implemented, and should not be an issue going forward.

He said he also understood that the information that needed to be conveyed, was conveyed.

Mr. Hefton said the staff feels that this change order should be considered for approval.

Council Member Teamann said his concerns haven't changed, and the developer continued to make a profit. He said his main concern was not just the profitability, but also the bid process. He felt this undermines the bid process.

Council Member Stevenson said, considering the rate at which prices are going up, the fact that he was delayed for 100 days by something out of his control, and because of the circumstances in the construction industry, he would make a motion.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Change Order No. 1 to Lynn Vessels Construction, LLC in the amount of a $338,484.45 increase for the Moore Street from West Travis Street to Heritage Parkway Project, as presented. Second by Deputy Mayor Howeth.

VOTING AYE: Holland, Howeth, Marroquin, Stevenson.
VOTING NAY: Teamann.
MOTION CARRIED.

OTHER BUSINESS

SETTING A PUBLIC HEARING ON THE AMENDMENT TO THE ROADWAY, WATER, AND WASTEWATER LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN, AND IMPACT FEE AND THE AMENDMENT OF THE IMPACT FEE ORDINANCE FOR MONDAY, SEPTEMBER 6, 2022

SET PUBLIC HEARING FOR AMENDMENT TO ROADWAY, WATER, WASTEWATER LAND USE, CIP, IMPACT FEES (SEPT. 6, 2022)

Mr. Philpott said in 2020, the Council approved the Impact Fee, and that has been implemented. With everything currently going on, the staff feels it is necessary to update the plan. There have been a lot of changes in the last two years. Growth projections and CIP projects have changed.

He said the plan has been updated by Kimley-Horn and they will make a presentation to the Council to present the changes and the maximum fees. They will also make their recommendation to the Council.

This item sets the public hearing for September 6, 2022, to adopt the updated plan and will allow the Council to consider any changes to the fees, that they might want to make. The Capital Improvements Advisory Committee will also meet on August 16, 2022, to go over the changes and make their recommendation, prior to the public hearing.

Mr. Philpott said there will be a presentation at the next Council Meeting, to give the Council a "refresher" on Impact Fees.

ACTION TAKEN.

Motion by Council Member Stevenson to set a Public Hearing on the Amendment to the Roadway, Water, and Wastewater Land Use Assumptions, Capital Improvements Plan, and Impact Fee, and the Amendment of the Impact Fee Ordinance, for September 6, 2022, as presented. Second by Deputy Mayor Howeth.

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

DRAFT CIP

REVIEW OF THE DRAFT CAPITAL IMPROVEMENT PROGRAM (CIP) 2022-2027 AND SET A PUBLIC HEARING FOR MONDAY, AUGUST 15, 2022

Ms. Lawrence said this item will give the Council an opportunity to review the Five-Year Capital Improvement Program, which was developed as a result of the Council's Work Session.

The first year of the CIP is part of the 2023 Proposed Budget. The remaining four years are a plan at this point in time, subject to being updated, as the City's needs change. She said the Five-Year Plan is required by the City's Charter, to assist the Council with longer term planning.

ACTION TAKEN.

Motion by Council Member Stevenson to set a Public Hearing of the Draft Capital Improvement Program for 2022-2027, for August 15, 2022, as presented. Second by Council Member Teamann.

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

TAX RATES

REVIEW NOTICE ABOUT TAX RATES AS REQUIRED BY THE TEXAS TAX CODE

Ms. Lawrence said this is required by State law, and must be submitted to the Council by August 7, 2022, or "as soon thereafter as practicable." This notice fulfills that requirement.

The proposed tax rate is $0.469932 per $100 valuation, a decrease from this year's actual rate of $0.489 per $100 valuation. No Council action is required.

COUNCIL COMMENTS

THANKS TO SGT. ALEX SHIVERS

THANKS TO SERGEANT ALEX SHIVERS

Deputy Mayor Howeth thanked Police Sergeant Alex Shivers for participating in the event to support the Special Olympics recently at Texas Roadhouse.

Jason Jeffcoat, Police Chief, said Sergeant Shivers raised over $1,600 for the Special Olympics.

HOT SUMMER NIGHTS — HOT SUMMER NIGHTS

Deputy Mayor Howeth thanked everyone that participated in this year's Hot Summer Nights concert series. She said it was a very successful season. She said there is still one "make-up" event scheduled for September 29, 2022, with Jo Dee Messina.

ANNOUNCEMENTS — ANNOUNCEMENTS

Mayor Plyler announced the following:

- **The next Coffee with the Mayor will be held at the first United Methodist Church on Friday, August 5, 2022, at 8:00 a.m. The new Sherman Athletic Director will be the guest.**
- **Downtown Sherman NOW will be hosting a "selfie studio" at several locations on August 12, 13, and 14, 2022. This will be a new event to support the downtown businesses.**
- **The Parks and Recreation Department will have two events at The Splash. The Back to School Splash Party will be on August 12, 2022, at 6:30 p.m. and the Popsicles and Paint will be held on August 14, 2022, at 5:00 p.m.**

RECESS CITY COUNCIL MEETING — RECESS CITY COUNCIL MTG

ACTION TAKEN.

Motion by Deputy Mayor Howeth to recess the Regular City Council Meeting, for a Tax Increment Financing Board #3 Meeting, as presented. Second by Council Member Stevenson.

VOTING AYE: Holland, Howeth, Marroquin, Stevenson, Teamann
VOTING NAY: None.
MOTION CARRIED TO RECESS THE COUNCIL MEETING AT 5:32 P.M.

RECONVENE CITY COUNCIL MEETING — RECONVENE CITY COUNCIL MTG

ACTION TAKEN.

Motion by Deputy Mayor Howeth to reconvene the Regular City Council Meeting, as presented. Second by Council Member Stevenson.

VOTING AYE: Holland, Howeth, Marroquin, Stevenson, Teamann
VOTING NAY: None.
MOTION CARRIED TO RECONVENE THE COUNCIL MEETING AT 5:34 P.M.

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

(a) Texoma Community Center Board of Directors (1)

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

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

(a) Project Orange
(b) Grayson County Jail Expansion
(c) Sherman Hospital Project

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

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:35 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:41 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.

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

TEXOMA COMMUNITY CENTER BOARD OF DIRECTORS (1) — **TEXOMA COMMUNITY CENTER BOARD OF DIRECTORS**

ACTION TAKEN.

Motion by Council Member Teamann to reappoint Margie Morris to the Texoma Community Center Board of Directors, for a term from August 1, 2022 to August 1, 2024, as presented. Second by Council Member Holland.

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

ADJOURNMENT — **ADJOURNMENT**

On Motion duly made and carried, the meeting adjourned at 6:42 p.m.

MAYOR

CITY CLERK

STATE OF TEXAS §

August 1, 2022

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Called Meeting of the Tax Increment Financing Board #3 was begun and held in the City Council Chambers on August 1, 2022.

COUNCIL MEMBERS PRESENT: Mayor David Plyler; Deputy Mayor Pam Howeth. Council Member Stevenson.

COUNCIL MEMBERS ABSENT: None.

CITY STAFF PRESENT: Robby Hefton, City Manager; Clint Philpott, Assistant City Manager; Ryan Pittman, Attorney, Abernathy, Roeder, Boyd, Hullett; Wayne Lee, Director of Engineering; Mary Lawrence, Director of Finance; Teri Fine, Assistant to the City Manager; Linda Ashby, City Clerk.

PURPOSE: **Call to Order, Quorum Determined, Meeting Declared Open**

Citizen Comments

Other Business
Consider Approval of the Amended Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone, Number Three (#3)

Consider Approval of a TIRZ #3 Reimbursement and Development Agreement with Aspire Two, LLC for Reimbursement for Costs of Public Infrastructure and Payment of Economic Development Incentives within Sherman Tax Increment Reinvestment Zone, Number Three (#3) in the City of Sherman

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:

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

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

Open Meeting

Adjournment

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN
Mayor Plyler called the meeting to order at 5:33 p.m., declared a quorum present, and opened the Tax Increment Financing Board #3 Meeting.

CITIZEN COMMENTS
There were no citizen's comments.

Mayor Plyler asked to read the captions of both agenda items together.

OTHER BUSINESS
CONSIDER APPROVAL OF THE AMENDED PROJECT PLAN AND FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE, NUMBER THREE (#3)

CONSIDER APPROVAL OF A TIRZ #3 REIMBURSEMENT AND DEVELOPMENT AGREEMENT WITH ASPIRE TWO, LLC FOR REIMBURSEMENT FOR COSTS OF PUBLIC INFRASTRUCTURE AND PAYMENT OF ECONOMIC DEVELOPMENT INCENTIVES WITHIN SHERMAN TAX INCREMENT REINVESTMENT ZONE, NUBMER THREE (#3) IN THE CITY OF SHERMAN
Robby Hefton, City Manager, said this is the project that Mary Lawrence, Director of Finance, described in the August 1, 2022 Regular City Council Meeting. It concerns Phase 2 of a project that

was originally discussed two years ago. Both items have been approved by the City Council, but according to State law, the TIRZ Board also needs to take action on the items.

ACTION TAKEN.

Motion by Council Member Stevenson to approve the amended Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Three, and to approve a TIRZ #3 Reimbursement and Development Agreement with Aspire Two, LLC, for reimbursement for costs of public infrastructure and payment of economic development incentives within Sherman Tax Increment Reinvestment Zone, Number Three in the City of Sherman, as presented. Second by Deputy Mayor Howeth.

VOTING AYE: Howeth, Stevenson.
VOTING NAY: None.
MOTION CARRIED.

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

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

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

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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

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

TAX INCREMENT FINANCING BOARD #3 – AUGUST 1, 2022

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

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 Executive Session was not needed.

ADJOURNMENT
There being no further business to come before the Tax Increment Financing Board #3, motion was duly made and approved to adjourn the Called Meeting at 5:34 p.m.

_____
MAYOR

ATTEST

_____
CITY CLERK

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **C. 1.**

Meeting Date: 08/15/2022

Approved By: Robby Hefton, City Manager

Caption:

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

Issue:

G. 4. **** RESOLUTION NO. 6941***
Authorizing Execution of a Relocation Agreement with Atmos Energy Corporation for the Relocation of a High-Pressure Transmission Gas Line

G. 5. **** RESOLUTION NO. 6942***
Authorizing Execution of Contract with Business Essentials for Furniture for the New Sherman Police Department Headquarters

G. 6. **** RESOLUTION NO. 6943***
Authorizing Execution of a Joint Election Agreement with Grayson County, Texas, to Hold a Joint Election on November 8, 2022

G. 7. **** RESOLUTION NO. 6944***
Authorizing the Execution of a Mutual Aid Agreement with the City of Durant, Oklahoma

G. 8. **** RESOLUTION NO. 6945***
Authorizing Execution of an Easement to Oncor Electric Delivery Company, LLC for the Installation of Overhead and/or Underground Electric Supply for the New City of Sherman Police Station Headquarters.

G. 9. **** RESOLUTION NO. 6946***
Authorizing the Contracting of Uniforms Services for Multiple Departments from Cintas through the OMNIA Partners Purchasing Cooperative

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **C. 2.**

Meeting Date: 08/15/2022

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

H. 3. ***** OTHER BUSINESS***

Final Plat Approval of Bakersfield Addition Lot 1, Block 1, being 13.564 acres in the Elizabeth Jones Survey, Abstract No. 625; John Adcock, Owner; Charlie Moussa, Premier Multifamily Development, Developer; and Pacheco Koch Consulting Engineers; Surveyor (4001 OB Groner Road)

H. 4. ***** OTHER BUSINESS***

Replat Approval of Opel Addition, Phase Two, being part of the G.B Pilant Survery, Abstract No. 963 and being all of Lots 2 and 3 of Opel Addition, consisting of 2.170 acres; Beranea Cruz, Owner and Helvey-Wagner Surveying Inc., Surveyor (912 and 916 South Gribble Street)

H. 5. ***** OTHER BUSINESS***

Replat Approval of Lots 8 & 9, Block 1, Preston Club The Classics – Phase Three, being part of the Daniel Bickenback Survey, Abstract No. 128 and being all of Lots 8 and 9, Block 1, Preston Club The Classics-Phase Three, consisting of 0.452 acres; WUI Developments LLC, Owner and Helvey-Wagner Surveying Inc., Surveyor (112 and 128 Roberts Run)

H. 6. ***** OTHER BUSINESS***

Replat Approval of Grayson Chin Baptist Church Addition, being part of the G.B. Pilant survey, Abstract No. 963, and being all of Lots 1, 2, 3 & 4 and a 20’ alley in Block 4, W. Elliott’s Addition consisting of 0.685 acres; Grayson Chin Baptist Church, Owner; Reverend Khen Chum, Representative; J. Volk Consulting, Engineer; and Copley Land Surveying, Surveyor (527 South Willow Street and 909 East King Street)

H. 7. ***** OTHER BUSINESS***

Final Plat Approval of USOW Sherman Addition, being 2.814 acres in the G.W. McGlothlin Survey, Abstract No. 827 and the S. Mcglothlin Survey, Abstract No. 808; H. Blume Loe Jr., Owners and Helvey-Wagner Surveying, Inc., Surveyor (2450 North Frisco Road)

H. 8. ***** OTHER BUSINESS***

Replat Approval of 903 Brewer’s Addition, being 11.111 acres and also being Lots 1 and 2, Block 1 Northgate Business Park, Phase 1; SEDCO, Owner; Kent Sharp, Representative; and Underwood Drafting & Surveying, Surveyor (3231 Northgate Drive)

H. 9. ***** OTHER BUSINESS***

Replat Approval of Juarez Addition, being 0.161 in the J.B. McAnair Survey, Abstract No. 763; Hannah and Daniel Juarez, Owners and Copley Land Surveying, Surveyor (407 East College Street)

H. 10. ***** OTHER BUSINESS***

Final Plat Approval of Texas Instruments Sherman Addition, being 559.333 acres in the M.G. Felers Survey, Abstract 427, the C.S. Dale Survey, Abstract No. 356, The William Martin Survey, Abstract 765, the Heirs of Sherrod Dunman Survey, Abstract No. 329, the John Chronister Survey, Abstract No. 248 and the James A. Foster Survey, Abstract No. 418; Texas Instruments Incorporated, Owner; Patrick Braun, Pacheco Koch, Representative; and Ringley & Associates, Inc, Surveyor (501 West Shepherd Drive)

H. 11. ***** OTHER BUSINESS***

Replat of Lot 2 of Independence Square Addition, Section 3, being 8.93 acres in the J.B. McAnair Survey, Abstract No. 763, and being all of Lot 2 of the Replat of Lot 3, Block 2, Independence Square Addition, Section 3; Russell Spears, Post Oak Liquidating Trust, Owners; Brad Tidwell, Oak View Capital Partners, Developer; and Underwood Surveying, Surveyor (2100 - 2200 Blocks North Travis Street)

H. 12. ***** OTHER BUSINESS***

Replat Approval of King Street Addition, being part of the G.B. Pilant Survey, Abstract No. 963 and being all of Lot 5 and the North 25 ft. of Lot 6, C.L. Stowes Addition, consisting of 0.321 acres; Timber Realty Management LLC, Owner and Helvey-Wagner Surveying Inc., Surveyor (602 South Charles Street)

H. 13. ***** OTHER BUSINESS***

Replat Approval of Lots 17 & 18, Block 1, Preston Club The Classics – Phase Three, being part of the J.M. Thomas Survery, Abstract No. 1234 and being all of Lots 17 and 18, Block 1, Preston Club The Classics-Phase Three, consisting of 0.798 acres; WUI Developments LLC, Owner and Helvey-Wagner Surveying Inc., Surveyor (252 and 268 Roberts Run)

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 1.**

Meeting Date: 08/15/2022

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

PUBLIC HEARING

Capital Improvement Program 2022-2027

Issue:

Holding a public hearing for the City of Sherman's Capital Improvement Program (CIP) covering the period from October 1, 2022 through September 30, 2027

Background:

Article V, Section 10 of the City Charter requires that the City Council, by resolution, adopt a Capital Improvement Program. As required, before consideration of the resolution, the City published a summary of the program and gave notice of a public hearing in a newspaper of general circulation in the City. Approval of this CIP is by resolution on this agenda.

Origination:

Finance Department

Financial Consideration:

The first year of projects for the General, Utility and Stormwater Capital Improvement Programs are included in the proposed fiscal year (FY) 2022-2023 budget. There is no financial consideration to holding a public hearing or adopting the Capital Improvement Program.

Staff Recommendation:

It is recommended that the City Council hold a public hearing for the Capital Improvement Program 2022-2027. There is no Council action required on this public hearing.

Alternatives:

Those as may be directed by the City Council

Attachments

Draft CIP 2022-2027

Capital Improvement Plan of the City of Sherman

October 1, 2022 - September 30, 2027

David Plyler, Mayor
Pamela Howeth, Deputy Mayor

Council Members
Daron Holland
Shawn Teamann
Josh Stevenson
Henry Marroquin
Juston Dobbs

CAPITAL IMPROVEMENT PROGRAM OF THE CITY OF SHERMAN

OCTOBER 1, 2022 - SEPTEMBER 30, 2027

CITY COUNCIL

David Plyler, Mayor
Pamela L. Howeth, Deputy Mayor

Council Members

Daron Holland
Shawn Teamann
Josh Stevenson
Justin Dobbs
Henry Marroquin

Robby Hefton, City Manager

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City of Sherman, Texas

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Sherman
CLASSIC TOWN. BROAD HORIZON.

MAYOR
DAVID PLYLER
DEPUTY MAYOR
PAMELA L. HOWETH

CITY COUNCIL
DARON HOLLAND
SHAWN TEAMANN
JOSH STEVENSON
JUSTON DOBBS
HENRY MARROQUIN

CITY MANAGER
ROBBY HEFTON

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

Subject: 2022-2023/2026-2027 Five-Year Capital Improvement Program

The Capital Improvement Program for the City of Sherman is submitted to you in compliance with Article V, Section IX of our Charter. This Five-Year Capital Improvement Program covers the planning period beginning October 1, 2022 through September 30, 2027.

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

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

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

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

Very truly yours,

Robby Hefton
City Manager

GENERAL SERVICES

PROJECT	FY 2023 Budgeted	FY 2024 Proposed	FY 2025 Proposed	FY 2026 Proposed	FY 2027 Proposed
ANIMAL SERVICES					
Replace Old Storage Building at Animal Shelter	$ 42,000	$ -	$ -	$ -	$ -
Total Animal Services	$ 42,000	$ -	$ -	$ -	$ -
ENGINEERING SERVICES					
Design & Construct Blanton Drive Storm Drainage System - Birge Street to McGee Street	$ 500,000	$ -	$ -	$ -	$ -
Sherman Street Improvements	$ 500,000	$ -	$ -	$ -	$ -
Bel Air Boulevard Construction	$ 1,500,000	$ -	$ -	$ -	$ -
Construct Beach Club Boulevard	$ 2,600,000	$ -	$ -	$ -	$ -
Construct & Install Erosion Protection Along Center Street Bridge at Post Oak Creek	$ 750,000	$ -	$ -	$ -	$ -
Phased Construction for Flanary Road - FM 1417 to Progress Drive	$ 3,900,000	$ -	$ -	$ -	$ -
Design & Construct Shepherd Drive - Shepherd Place Planned Development	$ 8,600,000	$ -	$ -	$ -	$ -
Phased Design & Construction of OB Groner - West of FM 1417	$ 500,000	$ -	$ -	$ -	$ -
Phased Construction of Lamberth Road - Shady Oaks to Friendship Road	$ 4,600,000	$ -	$ -	$ -	$ -
Design & Right-of-Way Acquisitions for FM 1417 - Hwy 56 to Travis Street	$ 3,300,000	$ -	$ -	$ -	$ -
Design & Right-of-Way Acquisitions for FM 1417 - US 75 to RR	$ 550,000	$ -	$ -	$ -	$ -
Construct Road for Crossroads Hospital Infrastructure	$ 750,000	$ -	$ -	$ -	$ -
TIF #2 - Downtown General Improvements	$ 600,000	$ -	$ -	$ -	$ -
Phased Construction of Progress Drive - Progress Rail to Flanary Road	$ 2,100,000	$ -	$ -	$ -	$ -
Right-of-Way Acquisitions & Construction of Moore Street - Park Avenue to Power Easement	$ 2,800,000	$ -	$ -	$ -	$ -
McGee Street Bridge - Erosion & Bridge Overlay Repairs	$ 150,000	$ 750,000	$ -	$ -	$ -
Phased Design & Construction of Friendship Road - Hwy 56 to Lamberth Road	$ 1,750,000	$ 200,000	$ 2,000,000	$ 3,500,000	$ 3,500,000
Phased Design & Construction of Flanary Road - 2,175 Feet South of Progress Drive to Shepherd Drive	$ 600,000	$ -	$ 5,400,000	$ 200,000	$ 1,800,000
Phased Design & Construction of Flanary Road - Widening 2,175 Feet South to Progress Drive	$ -	$ 300,000	$ 2,300,000	$ -	$ -
Fallon Drive Construction - Loy Lake West to US 75	$ -	$ 200,000	$ 1,700,000	$ -	$ -
Design & Construct Park Street - Lake Street to SH 11	$ -	$ -	$ 330,000	$ 2,765,000	$ -
Engineering & Construction of Fallon Drive to Dripping Springs	$ -	$ -	$ -	$ 110,000	$ 1,100,000
Total Engineering Services	$ 36,050,000	$ 1,450,000	$ 11,730,000	$ 6,575,000	$ 6,400,000
FIRE DEPARTMENT					
Multi-Station Updates Including Combining Fire Station No. 2 with Fire Station No. 1	$ 2,000,000	$ -	$ -	$ -	$ -
Install Emergency Backup Generators at Fire Station No. 3 & Fire Station No. 5	$ 125,000	$ -	$ -	$ -	$ -
Design & Construct Public Safety Training Facility at Fire Station No. 4	$ 250,000	$ 1,500,000	$ -	$ -	$ -

GENERAL SERVICES

PROJECT	FY 2023 Budgeted	FY 2024 Proposed	FY 2025 Proposed	FY 2026 Proposed	FY 2027 Proposed
Construction of New Fire Station	$ -	$ -	$ 6,500,000	$ -	$ -
Install Diesel Exhaust System at Fire Station No. 3	$ -	$ -	$ -	$ 60,000	$ -
Renovate Fire Station No. 3	$ -	$ -	$ -	$ -	$ 500,000
Total Fire Department	$ 2,375,000	$ 1,500,000	$ 6,500,000	$ 60,000	$ 500,000
SPECIAL SERVICES					
Land Purchase for Facilities	$ 2,000,000	$ -	$ -	$ -	$ -
Total Special Services	$ 2,000,000	$ -	$ -	$ -	$ -
INFORMATION TECHNOLOGY					
Install Enterprise Security Camera System for City Buildings	$ 33,000	$ 33,000	$ -	$ -	$ -
Total Information Technology	$ 33,000	$ 33,000	$ -	$ -	$ -
PARKS AND RECREATION					
Construct Outdoor Chapel at West Hill Cemetery	$ 45,000	$ -	$ -	$ -	$ -
Install Ballfield & Trail Lighting at Pecan Grove Athletic Complex	$ 1,350,000	$ -	$ -	$ -	$ -
Design & Build Northcreek Subdivision Park	$ 500,000	$ -	$ -	$ -	$ -
Install Trail Lighting & Restrooms at Pecan Grove East Park	$ 650,000	$ -	$ -	$ -	$ -
Replace Restroom at Fairview Park with Restroom-Concessions Building	$ 500,000	$ -	$ -	$ -	$ -
Replace Dirt Pump Track with Asphalt at Binkley Park	$ 350,000	$ -	$ -	$ -	$ -
Increase Electrical Service at Pecan Grove West Park	$ 175,000	$ -	$ -	$ -	$ -
Design & Build Shark Tooth Park - Post Oak Creek	$ 150,000	$ 4,000,000	$ -	$ -	$ -
Design & Construct Trails per Trails Master Plan	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000
Update Flooring & Walls at Taylor Street Gym	$ -	$ 375,000	$ -	$ -	$ -
Design & Install Additional Splash Pad - Location TBD	$ -	$ 800,000	$ -	$ -	$ -
Design & Install Large, All-Inclusive Playground at Pecan Grove East Park	$ -	$ 1,000,000	$ -	$ -	$ -
Install Restroom at Binkley Park	$ -	$ 350,000	$ -	$ -	$ -
Replace Sports Field Lighting - Old Settlers Park & Fairview Park	$ -	$ 1,600,000	$ -	$ -	$ -
Design & Build Multi-Generational Recreation Center	$ -	$ 150,000	$ 35,000,000	$ -	$ -
Expand Existing Skatepark at Hawn Park	$ -	$ 400,000	$ 300,000	$ -	$ -
Install Bridge Connecting Binkley Park to Lamar Street Greenspace	$ -	$ -	$ 200,000	$ -	$ -
Install Fishing Pier at Herman Baker Park	$ -	$ -	$ 650,000	$ -	$ -
Install Large Pavilion at Herman Baker Park	$ -	$ -	$ 550,000	$ -	$ -
Install Additional Dog Park	$ -	$ -	$ 150,000	$ -	$ -

GENERAL SERVICES

PROJECT	FY 2023 Budgeted	FY 2024 Proposed	FY 2025 Proposed	FY 2026 Proposed	FY 2027 Proposed
Land Acquisition for Neighborhood Park	$ -	$ -	$ 400,000	$ -	$ -
Land Acquisition for a Large Regional Park	$ -	$ -	$ -	$ 2,000,000	$ -
Develop Neighborhood Park on FY25 Land Acquisition	$ -	$ -	$ -	$ 1,000,000	$ -
Update Parks, Recreation, & Open Space Master Plan	$ -	$ -	$ -	$ 125,000	$ -
Design & Build New Outdoor Aquatic Center	$ -	$ -	$ -	$ -	$ 10,000,000
Design & Construct Large Regional Park on FY26 Land Acquisition	$ -	$ -	$ -	$ -	$ 8,000,000
Total Parks & Recreation	$ 4,470,000	$ 9,425,000	$ 38,000,000	$ 3,875,000	$ 18,750,000
POLICE DEPARTMENT					
Continue Implementation of Watchguard Video Evidence Software	$ 92,796	$ 92,796	$ 157,220	$ -	$ -
Total Police Department	$ 92,796	$ 92,796	$ 157,220	$ -	$ -
Total General Services	$45,062,796	$12,500,796	$56,387,220	$10,510,000	$25,650,000

UTILITY SERVICES

PROJECT	FY 2023 Budgeted	FY 2024 Proposed	FY 2025 Proposed	FY 2026 Proposed	FY 2027 Proposed
Oversizing Costs for Annual Water & Sewer Projects	$ 250,000	$ 300,000	$ 300,000	$ 300,000	$ 500,000
Lead & Copper Rule Revision - Phases II through VI	$ 63,000	$ 49,000	$ 27,000	$ 21,000	$ 21,000
Pape-Dawson Engineering Program Management	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ -	$ -
High Country Estates Water System Upgrades - Phase III	$ 60,000	$ 60,000	$ 70,000	$ -	$ -
Bel Air Construction - Phase II - 20" Surface Water Line	$ 2,220,000	$ 1,220,000	$ -	$ -	$ -
Relocate 2-MG Elevated Tank & Install New 36" Water Line - Shepherd to New Elevated Tank	$ 400,000	$ 8,000,000	$ -	$ -	$ -
Address Water Quality Improvements With Annual Line Replacements	$ 22,000	$ 1,830,000	$ -	$ -	$ -
Upsize Sewer Line West of Industrial Park Development	$ 570,000	$ 4,700,000	$ -	$ -	$ -
Annual Sewer Line Replacement - Westside Post Oak Creek	$ 80,000	$ 120,000	$ -	$ -	$ -
Improve WWTP Electrical System	$ 4,350,000	$ 550,000	$ -	$ -	$ -
Engineer, Design, & Construct Equalization Basin Blower Rehabilitation	$ 200,000	$ 1,810,000	$ -	$ -	$ -
Enhance WWTP Treatment System for Industrial Waste	$ 1,200,000	$ 12,000,000	$ -	$ -	$ -
Construct Pump Station for 100-Million Gallon Terminal Storage Reservoir	$ 800,000	$ -	$ 3,500,000	$ -	$ -
Increase UF/RO Capacity by 5-MGD at WTP	$ 11,000,000	$ -	$ -	$ -	$ -
Increase Existing Clearwell High Service Pump Capacity by 25-MGD at WTP	$ 5,000,000	$ -	$ -	$ -	$ -
Install Emergency Backup Generator at WTP - 25-MGD	$ 1,640,000	$ -	$ -	$ -	$ -
Install Emergency Backup Generator at LTPS - 25-MGD	$ 2,600,000	$ -	$ -	$ -	$ -
Upsize Raw Water Pump Station #1 to 25-MGD	$ 5,100,000	$ -	$ -	$ -	$ -
Construction Phase of Brine Disposal Line at WTP	$ 3,000,000	$ -	$ -	$ -	$ -
Install 6" Balance Line at Fairview Ground Storage Tank	$ 170,000	$ -	$ -	$ -	$ -
Construction Phase of 36" 1A Water Line - WTP to Shepherd Drive	$ 42,000,000	$ -	$ -	$ -	$ -
Construction Phase of 36" 1B Water Line - Future Friendship Road ROW	$ 16,000,000	$ -	$ -	$ -	$ -
Complete Shepherd/Farmington (Marilee) Water Line	$ 2,000,000	$ -	$ -	$ -	$ -
Complete Rex Cruse Elevated Tank Rehab	$ 420,000	$ -	$ -	$ -	$ -
Complete Deteriorated Southside Industrial Sewer Replacement	$ 5,500,000	$ -	$ -	$ -	$ -
City Portion for Shepherd Place Utilities	$ 530,000	$ -	$ -	$ -	$ -
Replace Downtown Sewer Lines - Phase I	$ 3,000,000	$ -	$ -	$ -	$ -
Install Heritage Ranch Sewer Line	$ 750,000	$ -	$ -	$ -	$ -
Replace Southeast Sherman Sewer Line - Rosedale to First Street	$ 1,000,000	$ -	$ -	$ -	$ -
Lift Station Flow Metering & SCADA Connect	$ 60,000	$ -	$ -	$ -	$ -
Install Sewer Line for Crossroads Hospital Infrastructure	$ 1,200,000	$ -	$ -	$ -	$ -
Expand Lab Facility at WWTP	$ 3,200,000	$ -	$ -	$ -	$ -
Install Emergency Backup Generator at WWTP	$ 2,060,000	$ -	$ -	$ -	$ -
Modular Office for Water Quality Department	$ 203,000	$ -	$ -	$ -	$ -
Replace Inverted Siphon Sewer Line Servicing Center Street Basin	$ -	$ 600,000	$ 4,130,000	$ -	$ -
Sludge Digester Complex Rehab/Replacement at WWTP	$ -	$ 550,000	$ 7,300,000	$ -	$ -
Rehabilitate Clarifier #3 at WWTP	$ -	$ 120,000	$ 1,000,000	$ -	$ -

UTILITY SERVICES

PROJECT	FY 2023 Budgeted	FY 2024 Proposed	FY 2025 Proposed	FY 2026 Proposed	FY 2027 Proposed
Grit Building NFPA Upgrades	$ -	$ 30,000	$ 290,000	$ -	$ -
Upgrade Post Oak WWTP From 16-MGD to 24-MGD	$ -	$ 8,000,000	$ -	$ 53,000,000	$ -
Construct Additional 30-MGD UF/RO Facility at WTP	$ -	$ 60,000,000	$ -	$ -	$ -
Remove & Replace Post Oak Sewer Line A	$ -	$ 2,200,000	$ -	$ -	$ -
Remove & Replace Post Oak Sewer Line B	$ -	$ 2,680,000	$ -	$ -	$ -
Construct 100-Million Gallon Emergency Storage Water Reservoir South of WTP	$ -	$ 5,000,000	$ -	$ -	$ -
Replace Plant Access Road at WWTP	$ -	$ 80,000	$ -	$ -	$ -
Additional Acquisitions for Northwest Sewer Expansion	$ -	$ -	$ 1,000,000	$ 500,000	$ -
Demolish Old Sludge Drying Beds	$ -	$ -	$ 250,000	$ -	$ -
Increase UF/RO Facility Capacity by 10-MGD	$ -	$ -	$ -	$ 3,100,000	$ 39,000,000
Engineering for Future 84" Raw Water Line From Lake Texoma to WTP	$ -	$ -	$ -	$ 2,600,000	$ -
WWTP Plant Pond Sampling & Rehabilitation	$ -	$ -	$ -	$ -	$ 20,000
Decant Lift Station Rehabilitation & Safety Improvements	$ -	$ -	$ -	$ -	$ 50,000
Total Utility Services	$ 117,648,000	$ 110,899,000	$ 18,867,000	$ 59,521,000	$ 39,591,000

STORMWATER SERVICES

PROJECT	FY 2023 Budgeted	FY 2024 Proposed	FY 2025 Proposed	FY 2026 Proposed	FY 2027 Proposed
Lamberth Bridges - Erosion Damage Repair & Deck Overlay	$ -	$ 130,000	$ -	$ -	$ -
Hillcrest/N. Woods Bridges - Erosion Damage Repair & Deck Overlay	$ -	$ 110,000	$ -	$ -	$ -
Taylor-Washington Bridges - Erosion Damage Repair & Deck Overlay	$ -	$ -	$ 135,000	$ -	$ -
Pecan/Ricketts/Centennial Bridges - Erosion Damage Repair & Deck Overlay	$ -	$ -	$ 95,000	$ -	$ -
Increase Culvert Capacity Under Gribble Street	$ -	$ -	$ -	$ 385,000	$ -
Total Stormwater Services	$ -	$ 240,000	$ 230,000	$ 385,000	$ -

RESOLUTION NO.

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

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

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

WHEREAS, the City Council met to review said plan on the 1st day of August, 2022, at a regular City Council meeting;

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

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

SECTION 2. That the effective date of this resolution shall be the 15th day of August, 2022.

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

PASSED AND APPROVED on this the _____ day of _____, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
NAME:_____
CITY ATTORNEY

CAPITAL BUDGET
2022 - 2027

GENERAL SERVICES
2022 - 2027

GENERAL SERVICES

CAPITAL BUDGET: 2022-2027

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

2022-2023

PROJECT YEAR: 2022 - 2023

REPLACE OLD STORAGE BUILDING AT ANIMAL SHELTER

DESCRIPTION:	**Replace old storage building with a larger, permanent structure.**
ESTIMATED COST:	**$42,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**The existing building is dilapidated and no longer large enough to meet department storage needs.**
DEPARTMENT/DIRECTOR:	**Police Chief, Jason Jeffcoat**

DESIGN & CONSTRUCT BLANTON DRIVE STORM DRAINAGE SYSTEM

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

PROJECT YEAR: 2022 - 2023

SHERMAN STREET IMPROVEMENTS

DESCRIPTION:	**Expand Sherman Street.**
ESTIMATED COST:	**$500,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**Project will expand the narrow street to better serve development to the south.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

BEL AIR BOULEVARD CONSTRUCTION

DESCRIPTION:	**Continue construction to extend four-lane boulevard through Phase II of development.**
ESTIMATED COST:	**$1,500,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**Project is included in the master development agreement, as well as recommended by the 2020 Grayson County Thoroughfare Plan.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PROJECT YEAR: 2022 - 2023

CONSTRUCT BEACH CLUB BOULEVARD

DESCRIPTION:	Construction phase of Beach Club Boulevard, a proposed extension of a two-lane street to a four-lane boulevard Legacy Boulevard to Bel Air Boulevard.
ESTIMATED COST:	$2,600,000
PROPOSED FINANCING:	Certificates of Obligation / Impact Fees
PROJECT NECESSITY:	This project is included in the master development agreement with the developer, in order to provide traffic flow for the surrounding neighborhood growth.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

CONSTRUCT & INSTALL EROSION PROTECTION ALONG CENTER STREET BRIDGE

DESCRIPTION:	Construction and installation of erosion protection along the Center Street Bridge embankment at Post Oak Creek.
ESTIMATED COST:	$750,000
PROPOSED FINANCING:	Certificates of Obligation / Impact Fees
PROJECT NECESSITY:	This bridge was identified in the 2016 Bridge Inventory, Inspection, and Appraisal Program as needing repair.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

PROJECT YEAR: 2022 - 2023

PHASED CONSTRUCTION FOR FLANARY ROAD - FM 1417 TO PROGRESS DRIVE

DESCRIPTION:	**Phased construction of Flanary Road between FM 1417 and Progress Road.**
ESTIMATED COST:	**$3,900,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**The 2020 Grayson County Thoroughfare Plan has identified this project to address growth in the area.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

DESIGN & CONSTRUCT SHEPHERD DRIVE - SHEPHERD PLACE PLANNED DEVELOPMENT

DESCRIPTION:	**Design and construction of two lanes of ultimately a six-lane boulevard, adjacent to Shepherd Place development.**
ESTIMATED COST:	**$8,600,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**Shepherd Drive is included in the Sherman's master thoroughfare plan to ultimately upgrade to a six-lane boulevard. This funding assists with the construction of two of the six lanes.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PROJECT YEAR: 2022 - 2023

PHASED DESIGN & CONSTRUCTION OF OB GRONER - WEST OF FM 1417

DESCRIPTION:	**Phased design and construction of OB Groner Road, west of FM 1417, including full intersection and two-lane road.**
ESTIMATED COST:	**$500,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**The 2020 Grayson County Thoroughfare Plan has identified this project to address growth in the area.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PHASED CONSTRUCTION OF LAMBERTH ROAD - SHADY OAKS TO FRIENDSHIP ROAD

DESCRIPTION:	**Phased construction to expand and extend Lamberth Road from Shady Oaks to Friendship Road.**
ESTIMATED COST:	**$4,600,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**This project will assist in the areas of development in West Sherman. The 2020 updated Grayson County Thoroughfare Plan recommended a major thoroughfare between FM 1417 and SH 289.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PROJECT YEAR: 2022 - 2023

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

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

DESIGN & ROW ACQUISITIONS FOR FM 1417 - US 75 TO RAILROAD

DESCRIPTION:	**Design & right-of-way acquisitions necessary for TxDOT funding on this thoroughfare.**
ESTIMATED COST:	**$550,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**Traffic volume on the thoroughfare has significantly increased and planning for improvements is required to account for growth.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PROJECT YEAR: 2022 - 2023

CONSTRUCT ROAD FOR CROSSROADS HOSPITAL INFRASTRUCTURE

DESCRIPTION:	**Construct a road for the Crossroads hospital infrastructure.**
ESTIMATED COST:	**$750,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**Road will be necessary for secondary access to the west side of future hospital facility.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

DOWNTOWN GENERAL IMPROVEMENTS

DESCRIPTION:	**General improvements in the reinvestment zone at Sherman Crossroads.**
ESTIMATED COST:	**$600,000**
PROPOSED FINANCING:	**TIRZ #2 Construction Fund**
PROJECT NECESSITY:	**Council has requested TIRZ #2 revenue and fund balance to be used for infrastructure improvements in Downtown Sherman.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PROJECT YEAR: 2022 - 2023

PHASED CONSTRUCTION OF PROGRESS DRIVE - PROGRESS RAIL TO FLANARY ROAD

DESCRIPTION:	**Phased construction of Progress Drive between Progress Rail and Flanary Road.**
ESTIMATED COST:	**$2,100,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**The 2020 Grayson County Thoroughfare Plan has identified this project to address growth in the industrial park.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

ROW ACQUISITIONS & CONSTRUCTION OF MOORE STREET EXTENSION

DESCRIPTION:	**Construction will extend Moore Street north between Park Avenue to Center Street and will only include two of the four lanes. Future development will determine additional phases.**
ESTIMATED COST:	**$2,800,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**Project is part of a minor thoroughfare, recommended by the the 2020 Grayson County Thoroughfare Plan, to connect FM 1417 to Park Street.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PROJECT YEAR: 2022 - 2023

MCGEE STREET BRIDGE - EROSION & BRIDGE OVERLAY REPAIRS

DESCRIPTION:	**Repairs of erosion damage and overlay bridge decking on McGee Street Bridge at Post Oak Creek.**
ESTIMATED COST:	**$150,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**This bridge was identified in the 2016 Bridge Inventory, Inspection, and Appraisal Program as in need of repair, due to safety and expanding growth needs.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

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

DESCRIPTION:	**Begin phased design and construction of Friendship Road between SH 56 and Lamberth Road.**
ESTIMATED COST:	**$1,750,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**This project is included in the 2020 Grayson County Thoroughfare Plan.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PROJECT YEAR: 2022 - 2023

DESIGN & CONSTRUCTION OF FLANARY ROAD - PROGRESS TO SHEPHERD

DESCRIPTION:	**Design and construction of Flanary Road, 2,175 feet south of Progress Drive.**
ESTIMATED COST:	**$600,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**This project is included in the 2020 Grayson County Thoroughfare Plan.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

MULTI-STATION UPDATES INCLUDING COMBINING FIRE STATIONS NO. 1 & NO. 2

DESCRIPTION:	**Combining fire station No. 2 with fire station No. 1 (Central Fire Station); Miscellaneous updates to fire stations No. 1, 3 and 5.**
ESTIMATED COST:	**$2,000,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Moving fire station No. 2 personnel to Central Fire Station will increase personnel per apparatus, increasing safety and efficiency on scene. Multi-station updates necessary to accommodate increasing staff and City growth.**
DEPARTMENT/DIRECTOR:	**Fire Chief, Danny Jones**

PROJECT YEAR: 2022 - 2023

INSTALL EMERGENCY BACKUP GENERATORS AT FIRE STATIONS NO. 3 & NO. 5

DESCRIPTION:	**Installation of emergency backup generators at fire station No. 3 and fire station No. 5.**
ESTIMATED COST:	**$125,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Necessary to assure fire stations maintain power during severe weather events and widespread loss of power across the City.**
DEPARTMENT/DIRECTOR:	**Fire Chief, Danny Jones**

DESIGN & CONSTRUCT PUBLIC SAFETY TRAINING FACILITY AT FIRE STATION NO. 4

DESCRIPTION:	**Design phase for the construction of a public safety training facility at fire station No. 4, including a tower, burn buildings, and classroom.**
ESTIMATED COST:	**$250,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Replacement for former facility demolished due to dilapidation. Additionally, facility would be a potential shared use location with Grayson County.**
DEPARTMENT/DIRECTOR:	**Fire Chief, Danny Jones**

PROJECT YEAR: 2022 - 2023

LAND PURCHASE FOR FUTURE FACILITIES

DESCRIPTION:	**Purchase land to address facility needs of various City departments.**
ESTIMATED COST:	**$2,000,000**
PROPOSED FINANCING:	**Certificates of Obligation**
PROJECT NECESSITY:	**Growth will soon require expansion of City facilities to accommodate increasing staff and City needs.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

INSTALL ENTERPRISE SECURITY CAMERA SYSTEM FOR CITY BUILDINGS

DESCRIPTION:	**Installation of an enterprise security camera system to standardize into one security system across City facilities.**
ESTIMATED COST:	**$33,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Current systems are not of enterprise quality and have resulted in a loss of sensitive footage, increasing legal risk.**
DEPARTMENT/DIRECTOR:	**Finance Director, Mary Lawrence**

PROJECT YEAR: 2022 - 2023

CONSTRUCT OUTDOOR CHAPEL AT WEST HILL CEMETERY

DESCRIPTION:	**Construct a 30 x 40 pavilion-style, outdoor chapel at West Hill Cemetery.**
ESTIMATED COST:	**$45,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Chapel will provide for gravesite services during inclement weather.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

INSTALL BALLFIELD & TRAIL LIGHTING AT PECAN GROVE ATHLETIC COMPLEX

DESCRIPTION:	**Construct shade structures for both the playground and field stands at Pecan Grove Athletic Complex.**
ESTIMATED COST:	**$1,350,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**The project is consistent with the Comprehensive Master Plan and will allow for increased use at night.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

PROJECT YEAR: 2022 - 2023

DESIGN & BUILD NORTHCREEK SUBDIVISION PARK

DESCRIPTION:	**Design and build a recreational park located in Northcreek subdivision on land donated, including installation of donated playground equipment.**
ESTIMATED COST:	**$500,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**To utilize donations to provide a park for the Northcreek subdivision. This project is consistent with the Comprehensive Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

INSTALL TRAIL LIGHTING & RESTROOMS AT PECAN GROVE EAST PARK

DESCRIPTION:	**Install trail lighting and restroom facilities at Pecan Grove East Park.**
ESTIMATED COST:	**$650,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Necessary to provide amenities essential for increasing park usage. This project is consistent with the Comprehensive Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

PROJECT YEAR: 2022 - 2023

REPLACE RESTROOM AT FAIRVIEW PARK WITH RESTROOM-CONCESSIONS BUILDING

DESCRIPTION:	**Replace existing restroom structure at Fairview Park with a restroom-concessions facility.**
ESTIMATED COST:	**$500,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Current restroom facility has reached the end of its useful life. Replacement with a restroom-concessions facility will better serve those using softball fields at Fairview Park.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

INCREASE ELECTRICAL SERVICE AT PECAN GROVE WEST PARK

DESCRIPTION:	**Install additional electrical service at Pecan Grove West Park.**
ESTIMATED COST:	**$175,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Park events currently require the rental of generators for power sources. Increasing electrical capabilities at Pecan Grove West will improve electrical access and reduce costs.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

PROJECT YEAR: 2022 - 2023

REPLACE DIRT PUMP TRACK WITH ASPHALT AT BINKLEY PARK

DESCRIPTION:	**Replace existing dirt pump track at Binkley Park with an asphalt pump track.**
ESTIMATED COST:	**$350,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**The current dirt pump track can only accommodate bicycles and requires frequent maintenance. An asphalt pump track will expand usage to include skateboards, etc. Additionally, less maintenance will increase useful life and lower costs.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

DESIGN & BUILD SHARK TOOTH PARK - POST OAK CREEK

DESCRIPTION:	**Design phase of a design-build for Shark Tooth Park to be located on Post Oak Creek east of South Travis Street.**
ESTIMATED COST:	**$150,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Expansion of current park infrastructure to meet increasing growth and demand is consistent with the Parks Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

PROJECT YEAR: 2022 - 2023

DESIGN & CONSTRUCT TRAILS PER TRAILS MASTER PLAN

DESCRIPTION:	**Phased development of trail and bicycle boulevards throughout the City.**
ESTIMATED COST:	**$750,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**This project corresponds to improvement projects identified in the Trail Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

CONTINUE IMPLEMENTATION OF WATCHGUARD VIDEO EVIDENCE SOFTWARE

DESCRIPTION:	**Third of five years implementing the replacement of current L3 video evidence software.**
ESTIMATED COST:	**$92,796**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**The current platform has been purchased by another company, requiring a complete re-outfitting to achieve necessary specifications.**
DEPARTMENT/DIRECTOR:	**Police Chief, Jason Jeffcoat**

2023-2024

PROJECT YEAR: 2023 - 2024

MCGEE STREET BRIDGE - EROSION & BRIDGE OVERLAY REPAIRS

DESCRIPTION:	**Repairs of erosion damage and overlay bridge decking on McGee Street Bridge at Post Oak Creek.**
ESTIMATED COST:	**$750,000**
PROPOSED FINANCING:	**Certificates of Obligation/Impact Fees**
PROJECT NECESSITY:	**This bridge was identified in the 2016 Bridge Inventory, Inspection, and Appraisal Program as in need of repair, due to safety and expanding growth needs.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

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

DESCRIPTION:	**Continue phased design and construction of Friendship Road between SH 56 and Lamberth Road.**
ESTIMATED COST:	**$200,000**
PROPOSED FINANCING:	**Certificates of Obligation/Impact Fees**
PROJECT NECESSITY:	**This project is included in the 2020 Grayson County Thoroughfare Plan.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PROJECT YEAR: 2023 - 2024

DESIGN & CONSTRUCTION OF FLANARY ROAD - WIDENING SOUTH TO PROGRESS DRIVE

DESCRIPTION:	**Project for phased design and construction of Flanary Road, widening 2,175 feet south to Progress Drive.**
ESTIMATED COST:	**$300,000**
PROPOSED FINANCING:	**Certificates of Obligation/Impact Fees**
PROJECT NECESSITY:	**This project is included in the 2020 Grayson County Thoroughfare Plan.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

FALLON DRIVE CONSTRUCTION - LOY LAKE WEST TO US 75

DESCRIPTION:	**Construction of a street to connect Loy Lake Road to the US 75 southbound frontage and the overpass at Fallon Drive.**
ESTIMATED COST:	**$200,000**
PROPOSED FINANCING:	**Certificates of Obligation/Impact Fees**
PROJECT NECESSITY:	**With increasing traffic at Loy Lake Road and US 75, a new street is needed to provide circulation to this developing area in Sherman.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PROJECT YEAR: 2023 - 2024

DESIGN & CONSTRUCT PUBLIC SAFETY TRAINING FACILITY AT FIRE STATION NO. 4

DESCRIPTION:	**Construction phase for the construction of a public safety training facility at fire station No. 4, including a tower, burn buildings, and classroom.**
ESTIMATED COST:	**$1,500,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Replacement for former facility demolished due to dilapidation. Additionally, facility would be a potential shared use location with Grayson County.**
DEPARTMENT/DIRECTOR:	**Fire Chief, Danny Jones**

INSTALL ENTERPRISE SECURITY CAMERA SYSTEM FOR CITY BUILDINGS

DESCRIPTION:	**Complete installation of an enterprise security camera system to standardize into one security system across City facilities.**
ESTIMATED COST:	**$33,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Current systems are not of enterprise quality and have resulted in a loss of sensitive footage, increasing legal risk.**
DEPARTMENT/DIRECTOR:	**Finance Director, Mary Lawrence**

PROJECT YEAR: 2023 - 2024

DESIGN & BUILD SHARK TOOTH PARK - POST OAK CREEK

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

DESIGN & CONSTRUCT TRAILS PER TRAILS MASTER PLAN

DESCRIPTION:	**Phased development of trail and bicycle boulevards throughout the City.**
ESTIMATED COST:	**$750,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**This project corresponds to improvement projects identified in the Trail Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

PROJECT YEAR: 2023 - 2024

UPDATE FLOORING & WALLS AT TAYLOR STREET GYM

DESCRIPTION:	**Update the flooring and walls at the Taylor Street Gym.**
ESTIMATED COST:	**$375,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Updates are necessary due to wear-and-tear, as well as water damage.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

DESIGN & INSTALL ADDITIONAL SPLASH PAD

DESCRIPTION:	**Design and install an additional splash pad at a to-be-determined location.**
ESTIMATED COST:	**$800,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Additional amenities are recommended for increasing park usage. This project is consistent with the Comprehensive Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

PROJECT YEAR: 2023 - 2024

DESIGN & INSTALL LARGE, ALL-INCLUSIVE PLAYGROUND AT PECAN GROVE EAST PARK

DESCRIPTION:	**Design & install a large, all-inclusive playground at Pecan Grove East Park.**
ESTIMATED COST:	**$1,000,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Expansion of current park infrastructure is necessary to address increased usage of park facilities and public safety.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

INSTALL RESTROOM AT BINKLEY PARK

DESCRIPTION:	**Install a restroom facility at Binkley Park.**
ESTIMATED COST:	**$350,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**A restroom facility is needed to accommodate increasing usage at the Binkley Park Mountain Bike Trail.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

PROJECT YEAR: 2023 - 2024

REPLACE SPORTS FIELD LIGHTING - OLD SETTLERS PARK & FAIRVIEW PARK

DESCRIPTION:	**Replace existing sports field lights with LED lights at Old Settlers Park and Fairview Park.**
ESTIMATED COST:	**$1,600,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Current Halite light bulbs used at older sports fields are no longer available from manufacturers. LED light installation is therefore required and more energy efficient.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

DESIGN & BUILD MULTI-GENERATIONAL RECREATION CENTER

DESCRIPTION:	**Design phase to build a multi-generational recreation center.**
ESTIMATED COST:	**$150,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Addition of a recreation center will address current and future public needs relating to recreational facilities expansion.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

PROJECT YEAR: 2023 - 2024

EXPAND EXISTING SKATEPARK AT HAWN PARK

DESCRIPTION:	**Begin expansion of the existing skatepark located at Hawn Park.**
ESTIMATED COST:	**$400,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Increased public activities at the Hawn Park skatepark suggest the need for area expansion. This project is consistent with the Parks Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

CONTINUE IMPLEMENTATION OF WATCHGUARD VIDEO EVIDENCE SOFTWARE

DESCRIPTION:	**Fourth of five years implementing the replacement of current L3 video evidence software.**
ESTIMATED COST:	**$92,796**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**The current platform has been purchased by another company, requiring a complete re-outfitting to achieve necessary specifications.**
DEPARTMENT/DIRECTOR:	**Police Chief, Jason Jeffcoat**

2024-2025

PROJECT YEAR: 2024 - 2025

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

DESCRIPTION:	**Continue phased design and construction of Friendship Road between SH 56 and Lamberth Road.**
ESTIMATED COST:	**$2,000,000**
PROPOSED FINANCING:	**Certificates of Obligation/Impact Fees**
PROJECT NECESSITY:	**This project is included in the 2020 Grayson County Thoroughfare Plan.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

DESIGN & CONSTRUCTION OF FLANARY ROAD - PROGRESS TO SHEPHERD

DESCRIPTION:	**Continue phased design and construction of Flanary Road, 2,175 feet south of Progress Drive.**
ESTIMATED COST:	**$5,400,000**
PROPOSED FINANCING:	**Certificates of Obligation/Impact Fees**
PROJECT NECESSITY:	**This project is included in the 2020 Grayson County Thoroughfare Plan.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PROJECT YEAR: 2024 - 2025

DESIGN & CONSTRUCTION OF FLANARY ROAD - WIDENING SOUTH TO PROGRESS DRIVE

DESCRIPTION:	**Project for phased design and construction of Flanary Road, widening 2,175 feet south to Progress Drive.**
ESTIMATED COST:	**$2,300,000**
PROPOSED FINANCING:	**Certificates of Obligation/Impact Fees**
PROJECT NECESSITY:	**This project is included in the 2020 Grayson County Thoroughfare Plan.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

FALLON DRIVE CONSTRUCTION - LOY LAKE WEST TO US 75

DESCRIPTION:	**Construction of a street to connect Loy Lake Road to the US 75 southbound frontage and the overpass at Fallon Drive.**
ESTIMATED COST:	**$1,700,000**
PROPOSED FINANCING:	**Certificates of Obligation/Impact Fees**
PROJECT NECESSITY:	**With increasing traffic at Loy Lake Road and US 75, a new street is needed to provide circulation to this developing area in Sherman.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PROJECT YEAR: 2024 - 2025

DESIGN & CONSTRUCT PARK STREET - LAKE STREET TO SH 11

DESCRIPTION:	**Design phase to connect Park Street from Lake Street to SH 11.**
ESTIMATED COST:	**$330,000**
PROPOSED FINANCING:	**Certificates of Obligation/Impact Fees**
PROJECT NECESSITY:	**The 2020 Grayson County Thoroughfare Plan recommends expansion of East Park Street.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

CONSTRUCTION OF NEW FIRE STATION

DESCRIPTION:	**Construction of a new fire station in the southern portion of the City.**
ESTIMATED COST:	**$6,500,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**The Fire Station Master Plan supports the addition of a new fire station in this area.**
DEPARTMENT/DIRECTOR:	**Fire Chief, Danny Jones**

PROJECT YEAR: 2024 - 2025

DESIGN & CONSTRUCT TRAILS PER TRAILS MASTER PLAN

DESCRIPTION:	**Phased development of trail and bicycle boulevards throughout the City.**
ESTIMATED COST:	**$750,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**This project corresponds to improvement projects identified in the Trail Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

DESIGN & BUILD MULTI-GENERATIONAL RECREATION CENTER

DESCRIPTION:	**Construction phase to build a multi-generational recreation center.**
ESTIMATED COST:	**$35,000,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Addition of a recreation center will address current and future public needs relating to recreational facilities expansion.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

PROJECT YEAR: 2024 - 2025

EXPAND EXISTING SKATEPARK AT HAWN PARK

DESCRIPTION:	**Continue expansion of the existing skatepark located at Hawn Park.**
ESTIMATED COST:	**$300,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Increased public activities at the Hawn Park skatepark suggest the need for area expansion. This project is consistent with the Parks Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

INSTALL BRIDGE CONNECTING BINKLEY PARK TO LAMAR STREET GREENSPACE

DESCRIPTION:	**Install bridge at Lamar Street Greenspace.**
ESTIMATED COST:	**$200,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Installation of the bridge will create connectivity from Binkley Park to Lamar Street Greenspace and beyond.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

PROJECT YEAR: 2024 - 2025

INSTALL FISHING PIER AT HERMAN BAKER LAKE

DESCRIPTION:	**Install a fishing pier at Herman Baker Park.**
ESTIMATED COST:	**$650,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Increased public activities at Herman Baker Lake suggest the need for more improvements. This project is consistent with the Comprehensive Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

INSTALL LARGE PAVILION AT HERMAN BAKER LAKE

DESCRIPTION:	**Install a new pavilion at Herman Baker Park.**
ESTIMATED COST:	**$550,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Increased public activities at Herman Baker Lake suggest the need for more improvements. This project is consistent with the Comprehensive Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

PROJECT YEAR: 2024 - 2025

INSTALL ADDITIONAL DOG PARK

DESCRIPTION:	Install an additional dog park within the City parks system.
ESTIMATED COST:	$150,000
PROPOSED FINANCING:	General Improvement Fund
PROJECT NECESSITY:	This project is consistent with the Trails Master Plan and will address increasing park amenities demand.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

LAND ACQUISITION FOR NEIGHBORHOOD PARK

DESCRIPTION:	Acquire land at a to-be-determined location to accommodate an additional neighborhood park within the City parks system.
ESTIMATED COST:	$400,000
PROPOSED FINANCING:	General Improvement Fund
PROJECT NECESSITY:	Trends in residential development suggest the need for an increase in neighborhood park locations. This project is consistent with the Parks Master Plan.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

PROJECT YEAR: 2024 - 2025

COMPLETE IMPLEMENTATION OF WATCHGUARD VIDEO EVIDENCE SOFTWARE

DESCRIPTION:	**Final year of a five-year implementation to replace the current L3 video evidence software.**
ESTIMATED COST:	**$157,220**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**The current platform has been purchased by another company, requiring a complete re-outfitting to achieve necessary specifications.**
DEPARTMENT/DIRECTOR:	**Police Chief, Jason Jeffcoat**

2025-2026

PROJECT YEAR: 2025 - 2026

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

DESCRIPTION:	**Continue phased design and construction of Friendship Road between SH 56 and Lamberth Road.**
ESTIMATED COST:	**$3,500,000**
PROPOSED FINANCING:	**Certificates of Obligation/Impact Fees**
PROJECT NECESSITY:	**This project is included in the 2020 Grayson County Thoroughfare Plan.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

DESIGN & CONSTRUCTION OF FLANARY ROAD - PROGRESS TO SHEPHERD

DESCRIPTION:	**Continue phased design and construction of Flanary Road, 2,175 feet south of Progress Drive.**
ESTIMATED COST:	**$200,000**
PROPOSED FINANCING:	**Certificates of Obligation/Impact Fees**
PROJECT NECESSITY:	**This project is included in the 2020 Grayson County Thoroughfare Plan.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PROJECT YEAR: 2025 - 2026

DESIGN & CONSTRUCT PARK STREET - LAKE STREET TO SH 11

DESCRIPTION:	**Construction phase to connect Park Street from Lake Street to SH 11.**
ESTIMATED COST:	**$2,765,000**
PROPOSED FINANCING:	**Certificates of Obligation/Impact Fees**
PROJECT NECESSITY:	**The 2020 Grayson County Thoroughfare Plan recommends expansion of East Park Street.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

ENGINEERING & CONSTRUCTION OF FALLON DRIVE TO DRIPPING SPRINGS

DESCRIPTION:	**Final engineering for Fallon Drive east towards Dripping Springs, constructing 800 LF of road adjacent to current warehouse development.**
ESTIMATED COST:	**$110,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**Project is directly related to new development in the area and corresponds to right-of-way widths included in the 2020 Grayson County Thoroughfare Plan.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PROJECT YEAR: 2025 - 2026

INSTALL DIESEL EXHAUST SYSTEM AT FIRE STATION NO. 3

DESCRIPTION:	**Install a diesel exhaust system at fire station No. 3.**
ESTIMATED COST:	**$60,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**A diesel exhaust system is necessary to project station employees from harmful exhaust fumes, shown to cause cancer from prolonged exposure.**
DEPARTMENT/DIRECTOR:	**Fire Chief, Danny Jones**

DESIGN & CONSTRUCT TRAILS PER TRAILS MASTER PLAN

DESCRIPTION:	**Phased development of trail and bicycle boulevards throughout the City.**
ESTIMATED COST:	**$750,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**This project corresponds to improvement projects identified in the Trail Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

PROJECT YEAR: 2025 - 2026

LAND ACQUISITION FOR A LARGE REGIONAL PARK

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

DEVELOPMENT OF AN ADDITIONAL NEIGHBORHOOD PARK

DESCRIPTION:	**Develop a neighborhood park on land acquired in the Capital Improvement Program - Fiscal Year 2025.**
ESTIMATED COST:	**$1,000,000**
PROPOSED FINANCING:	**General Improvement Fund/Grant Funding**
PROJECT NECESSITY:	**Trends in residential development suggest the need for an increase in neighborhood park locations. This project is consistent with the Parks Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

PROJECT YEAR: 2025 - 2026

UPDATE PARKS, RECREATION, & OPEN SPACE MASTER PLAN

DESCRIPTION:	**Update the Parks, Recreation, & Open Space Master Plan.**
ESTIMATED COST:	**$125,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Texas Parks & Wildlife requires updates every five years, in increase in neighborhood park locations. This project is consistent with the Parks Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

2026-2027

PROJECT YEAR: 2026 - 2027

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

DESCRIPTION:	**Continue phased design and construction of Friendship Road between SH 56 and Lamberth Road.**
ESTIMATED COST:	**$3,500,000**
PROPOSED FINANCING:	**Certificates of Obligation/Impact Fees**
PROJECT NECESSITY:	**This project is included in the 2020 Grayson County Thoroughfare Plan.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

DESIGN & CONSTRUCTION OF FLANARY ROAD - PROGRESS TO SHEPHERD

DESCRIPTION:	**Continue phased design and construction of Flanary Road, 2,175 feet south of Progress Drive.**
ESTIMATED COST:	**$1,800,000**
PROPOSED FINANCING:	**Certificates of Obligation/Impact Fees**
PROJECT NECESSITY:	**This project is included in the 2020 Grayson County Thoroughfare Plan.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PROJECT YEAR: 2026 - 2027

ENGINEERING & CONSTRUCTION OF FALLON DRIVE TO DRIPPING SPRINGS

DESCRIPTION:	**Construction of Fallon Drive east towards Dripping Springs, constructing 800 LF of road adjacent to current warehouse development.**
ESTIMATED COST:	**$1,100,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**Project is directly related to new development in the area and corresponds to right-of-way widths included in the 2020 Grayson County Thoroughfare Plan.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

RENOVATE FIRE STATION NO. 3

DESCRIPTION:	**Renovations to fire station No. 3 include LED lighting in bay areas, landscaping and irrigation, painting, and various upgrades to the interior of the facility.**
ESTIMATED COST:	**$500,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Renovations will improve worker conditions, address energy efficiency, and facility infrastructure maintenance.**
DEPARTMENT/DIRECTOR:	**Fire Chief, Danny Jones**

PROJECT YEAR: 2026 - 2027

DESIGN & CONSTRUCT TRAILS PER TRAILS MASTER PLAN

DESCRIPTION:	**Phased development of trail and bicycle boulevards throughout the City.**
ESTIMATED COST:	**$750,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**This project corresponds to improvement projects identified in the Trail Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

DESIGN & BUILD NEW OUTDOOR AQUATIC CENTER

DESCRIPTION:	**Design and build a new outdoor aquatic center.**
ESTIMATED COST:	**$10,000,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**By this year, the Splash will be twenty years old. Growing demands will necessitate expansion of aquatic amenities within the City. . This project is consistent with the Parks Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

PROJECT YEAR: 2026 - 2027

DESIGN & CONSTRUCT LARGE REGIONAL PARK

DESCRIPTION:	**Develop a large regional park on land acquired in the Capital Improvement Plan - Fiscal Year 2026.**
ESTIMATED COST:	**$8,000,000**
PROPOSED FINANCING:	**General Improvement Fund/Grant Funding**
PROJECT NECESSITY:	**Trends in residential development suggest the need for an increase in park locations. This project is consistent with the Parks Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

UTILITY SERVICES
2022 - 2027

UTILITY SERVICES

CAPITAL BUDGET: 2022-2027

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

These are Utility Services Projects, being specifically related to the operation of a Water and Sewer System and having certain types of financing requirements different from those typically used for General Services.

2022-2023

PROJECT YEAR: 2022 - 2023

OVERSIZING COSTS FOR ANNUAL WATER & SEWER PROJECTS

DESCRIPTION:	**Includes oversizing for annual water and sewer projects, as well as line replacements.**
ESTIMATED COST:	**$250,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**Required to meet costs of oversizing and line replacement to address annual wear and tear & development demands.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

LEAD & COPPER RULE REVISION - PHASES II THROUGH VI

DESCRIPTION:	**Application of USEPA and TCEQ Lead and Cooper Rule Revision (LCRR) and sampling & reporting program (Phases II through VI).**
ESTIMATED COST:	**$63,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**This project is required to meet TCEQ implementation deadlines.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2022 - 2023

PAPE-DAWSON ENGINEERING PROGRAM MANAGEMENT

DESCRIPTION:	First year of a two-year contract for program management cost for Pape-Dawson Engineering.
ESTIMATED COST:	$1,000,000
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	Due to recent industrial utility demands, the City would be required to temporarily staff additional professionals to accommodate these management needs. As an alternative, the City will contract with an external firm for program management addressing industrial utility demands.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

HIGH COUNTRY ESTATES WATER SYSTEM UPGRADES - PHASE III

DESCRIPTION:	Phase III to upgrade the water system at the High Country Estates subdivision, approximately 9,000 linear feet annually, over a four-year period.
ESTIMATED COST:	$60,000
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	Upgrades are required to bring current subdivision water system up to City standards.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2022 - 2023

BEL AIR CONSTRUCTION - PHASE II - 20" SURFACE WATER LINE

DESCRIPTION:	**Construct 20" surface water line for Legacy Boulevard area, from creek crossing to end of Phase I line. Includes relocating existing ground water line to follow creek and constructing a new pressure vault at FM 1417.**
ESTIMATED COST:	**$2,220,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Necessary infrastructure to service planned Bel Air development and tie into the new Legacy water line.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

RELOCATE ELEVATED TANK & INSTALL NEW 36" WATER LINE - SHEPHERD DRIVE

DESCRIPTION:	**Relocate new 2-MG elevated storage tank and abandon old .75-MG elevated storage tank on Shepherd Drive. Install new 36" water line from Shepherd connection to new elevated tank.**
ESTIMATED COST:	**$400,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Increased capacity in new elevated tank and new 36" water line necessary to meet increasing utility needs.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2022 - 2023

ADDRESS WATER QUALITY IMPROVEMENTS WITH ANNUAL LINE REPLACEMENTS

DESCRIPTION:	**Annual water line replacements for water quality improvements.**
ESTIMATED COST:	**$22,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**Replacing aging water lines is crucial to maintain water quality and meet increasing demand due to City growth.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

UPSIZE SEWER LINE WEST OF INDUSTRIAL PARK DEVELOPMENT

DESCRIPTION:	**Upsize 24" sewer line west of industrial park development to a 42" line.**
ESTIMATED COST:	**$570,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Upsizing the sewer line is necessary for system to transport industrial waste to the Wastewater Treatment Plant and is included in Phase I of the Sewer Master Plan.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2022 - 2023

ANNUAL SEWER LINE REPLACEMENT - WEST SIDE OF POST OAK CREEK

DESCRIPTION:	This fiscal year annual sewer line replacement focused on the west side of Post Oak Creek.
ESTIMATED COST:	$80,000
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	Annual sewer line replacements are necessary to address annual wear and tear & development demands.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

IMPROVE WASTEWATER TREATMENT PLANT ELECTRICAL SYSTEM

DESCRIPTION:	Make improvements to the electrical system at the Wastewater Treatment Plant.
ESTIMATED COST:	$4,350,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Critical safety and operability improvements to the electrical system are needed. Additionally, the updates will set groundwork for the new emergency backup generator.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2022 - 2023

ENGINEER, DESIGN, & CONSTRUCT EQUALIZATION BASIN BLOWER REHABILITATION

DESCRIPTION:	Replace worn electrical systems, switchgear, control systems, piping components, and blowers in the equalization basin blower building.
ESTIMATED COST:	$200,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Due to age and corrosion, it is necessary to replace worn components to prevent equipment failure and safety hazards at the Wastewater Treatment Plant (WWTP).
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

ENHANCE WWTP TREATMENT SYSTEM FOR INDUSTRIAL WASTE

DESCRIPTION:	This project will center on a major piece of wastewater treatment component that will treat industrial waste.
ESTIMATED COST:	$1,200,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	The WWTP is not currently equipped to properly treat industrial waste. The specifics of the enhancements are pending the completion of the treatability study, but will require immediate attention upon completion of that study.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2022 - 2023

CONSTRUCT PUMP STATION FOR TERMINAL STORAGE RESERVOIR

DESCRIPTION:	**Construct a pump station for a 100-million gallon terminal storage reservoir at the Water Treatment Plant (WTP).**
ESTIMATED COST:	**$800,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**The implementation of the terminal storage reservoir will provide emergency water storage.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

INCREASE UF/RO CAPACITY BY 5-MGD AT WATER TREATMENT PLANT

DESCRIPTION:	**Add 2 x UF units and 1 x RO units of UF/RO space at the membrane building at the Water Treatment Plant (WTP).**
ESTIMATED COST:	**$11,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Build out will add an additional 5 MG of treatment capacity to assist in total capacity outpacing future Sherman water demand, as well as regional demand for projected 15-20 year period.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2022 - 2023

INCREASE EXISTING CLEARWELL HIGH SERVICE PUMP CAPACITY

DESCRIPTION:	**Increase the existing clearwell high service pump capacity by 25-MGD to the distribution system at Water Treatment Plant (WTP).**
ESTIMATED COST:	**$5,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Increasing pump capacity is necessary to assist total capacity in outpacing future Sherman water demand.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

INSTALL EMERGENCY BACKUP GENERATOR AT WATER TREATMENT PLANT

DESCRIPTION:	**Install an emergency backup generator at the Water Treatment Plant (WTP).**
ESTIMATED COST:	**$1,640,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Installation will provide up to 25-MGD capacity in the event of power outages at the Water Treatment Plant.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2022 - 2023

INSTALL EMERGENCY GENERATOR AT LAKE TEXOMA PUMP STATION

DESCRIPTION:	**Install an emergency backup generator at the Lake Texoma Pump Station (LTPS).**
ESTIMATED COST:	**$2,600,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Installation will provide up to 25-MGD capacity in the event of power outages at the Water Treatment Plant.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

UPSIZE RAW WATER PUMP STATION #1 TO 25-MGD

DESCRIPTION:	**Upsize the raw water pump station #1 to 25-MGD.**
ESTIMATED COST:	**$5,100,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Increasing the capacity of the Water Treatment Plant (WTP) is necessary to meet growing water treatment needs.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2022 - 2023

CONSTRUCTION PHASE OF BRINE DISPOSAL LINE AT WTP

DESCRIPTION:	**Construction phase for a brine disposal line at the Water Treatment Plant (WTP).**
ESTIMATED COST:	**$3,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Brine line discharge from the Water Treatment Plant to creek is needed to convey concentrate from RO process back to Lake Texoma.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

INSTALL 6" BALANCE LINE AT FAIRVIEW GROUND STORAGE TANK

DESCRIPTION:	**Install a 6" water balance line at the Fairview ground storage tank.**
ESTIMATED COST:	**$170,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Installation necessary to enhance filling of the Fairview ground storage tank to boost water pressures on the west side of US 75.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2022 - 2023

CONSTRUCTION PHASE OF 36" 1A WATER LINE - WTP TO SHEPHERD DRIVE

DESCRIPTION:	**Construct a new 36" high-pressure water main from the Water Treatment Plant (WTP) to Shepherd Drive.**
ESTIMATED COST:	**$42,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Project is necessary to primarily provide a significant amount of water to residential areas in southern Sherman.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

CONSTRUCTION PHASE OF 36" 1B WATER LINE - FUTURE FRIENDSHIP ROAD ROW

DESCRIPTION:	**Construct a new 36" high-pressure line along future Friendship Road right-of-way.**
ESTIMATED COST:	**$16,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Project is necessary to provide the main transmission line serving industrial areas in southern Sherman.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2022 - 2023

COMPLETE SHEPHERD/FARMINGTON (MARILEE) WATER LINE

DESCRIPTION:	**Complete construction of a new 18"/36" water line serving the Mustang MUD, formerly Marilee SUD.**
ESTIMATED COST:	**$2,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Water line is necessary to supply the Mustang MUD and areas on the south side of Sherman.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

COMPLETE REX CRUSE ELEVATED TANK REHABILITATION

DESCRIPTION:	**Complete rehabilitation of the elevated water storage tank on Rex Cruse Drive.**
ESTIMATED COST:	**$420,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Repainting and repairing the tank on the interior and exterior is necessary to extend the useful life of the tank.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2022 - 2023

COMPLETE DETERIORATED SOUTHSIDE INDUSTRIAL SEWER REPLACEMENT

DESCRIPTION:	**Complete replacement of the deteriorated Southside Industrial Sewer, behind the Wastewater Treatment Plant (WWTP), extending to Bel Air.**
ESTIMATED COST:	**$5,500,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Current portion of industrial sewer has deteriorated and is in need of replacement to maintain pipe integrity.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

CITY CONTRIBUTION FOR SHEPHERD PLACE UTILITIES

DESCRIPTION:	**City contribution to the planning, acquisition, design, and construction of Shepherd Place utilities.**
ESTIMATED COST:	**$530,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Project is necessary for utilities, as required in major City streets not undertaken by the developer.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2022 - 2023

REPLACE DOWNTOWN SEWER LINES - PHASE I

DESCRIPTION:	**Phase I to begin replacing sewer lines in downtown Sherman.**
ESTIMATED COST:	**$3,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Downtown sewer line system is deteriorating and reaching the end of its useful life.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

INSTALL HERITAGE RANCH SEWER LINE

DESCRIPTION:	**Installation of a sewer line at Heritage Ranch.**
ESTIMATED COST:	**$750,000**
PROPOSED FINANCING:	**GTUA/Mustang Utility District**
PROJECT NECESSITY:	**Installation of a collection system sewer line is needed to provide utilities to the Heritage Ranch development.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2022 - 2023

REPLACE SOUTHEAST SHERMAN SEWER LINE - ROSEDALE TO FIRST STREET

DESCRIPTION:	**Replace the sewer line on the southeast side of Sherman, from Rosedale to First Street.**
ESTIMATED COST:	**$1,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Existing southeast sewer line is worn out and has reaching the end of its useful life.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

LIFT STATION FLOW METERING & SCADA CONNECT

DESCRIPTION:	**Implement a monitoring tool, for five lift stations, through the SCADA system and a lift station pump flow metering tool.**
ESTIMATED COST:	**$60,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**Implementation of a diagnostic tool will allow utility service crews to determine early onset of pump failure. In addition, it will also allow for the Engineering Department to evaluate inflow and infiltration of the upstream basin.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2022 - 2023

INSTALL SEWER LINE FOR CROSSROADS HOSPITAL INFRASTRUCTURE

DESCRIPTION:	**Installation of a sewer line for the Crossroads hospital infrastructure.**
ESTIMATED COST:	**$1,200,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**A sewer line will be needed, upon completion of construction (est. 2024), to provide utilities for the hospital.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

EXPAND LAB FACILITY AT WASTEWATER TREATMENT PLANT

DESCRIPTION:	**Construction to expand the current lab facility for field testing and backup generator samples.**
ESTIMATED COST:	**$3,200,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Expansion is necessary to meet space and TCEQ requirements for an on-site certified laboratory at the Wastewater Treatment Plant (WWTP).**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2022 - 2023

INSTALL EMERGENCY BACKUP GENERATOR AT WWTP

DESCRIPTION:	**Install an emergency backup generator at the Wastewater Treatment Plant (WWTP).**
ESTIMATED COST:	**$2,060,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**An emergency backup generator is necessary to operate the Wastewater Treatment Plant in the event both power feeds were to fail.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

MODULAR OFFICE FOR WATER QUALITY DEPARTMENT

DESCRIPTION:	**Construction includes concrete work and running utilities to add a modular office at the Water Treatment Plant (WTP).**
ESTIMATED COST:	**$203,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**This project is necessary to add a modular office for the additional employees in the Water Quality department at the Water Treatment Plant (WTP).**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

2023-2024

Project Year: 2023 - 2024

OVERSIZING COSTS FOR ANNUAL WATER & SEWER PROJECTS

DESCRIPTION:	**Includes oversizing for annual water and sewer projects, as well as line replacements.**
ESTIMATED COST:	**$300,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**Required to meet costs of oversizing and line replacement to address annual wear and tear & development demands.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

LEAD & COPPER RULE REVISION - PHASES II THROUGH VI

DESCRIPTION:	**Application of USEPA and TCEQ Lead and Cooper Rule Revision (LCRR) and sampling & reporting program (Phases II through VI).**
ESTIMATED COST:	**$49,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**This project is required to meet TCEQ implementation deadlines.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

Project Year: 2023 - 2024

PAPE-DAWSON ENGINEERING PROGRAM MANAGEMENT

DESCRIPTION:	Second year of a two-year contract for program management cost for Pape-Dawson Engineering.
ESTIMATED COST:	$1,000,000
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	Due to recent industrial utility demands, the City would be required to temporarily staff additional professionals to accommodate these management needs. As an alternative, the City will contract with an external firm for program management addressing industrial utility demands.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

HIGH COUNTRY ESTATES WATER SYSTEM UPGRADES - PHASE III

DESCRIPTION:	Phase III to upgrade the water system at the High Country Estates subdivision, approximately 9,000 linear feet annually, over a four-year period.
ESTIMATED COST:	$60,000
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	Upgrades are required to bring current subdivision water system up to City standards.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

Project Year: 2023 - 2024

BEL AIR CONSTRUCTION - PHASE II - 20" SURFACE WATER LINE

DESCRIPTION:	**Construct 20" surface water line for Legacy Boulevard area, from creek crossing to end of Phase I line. Includes relocating existing ground water line to follow creek and constructing a new pressure vault at FM 1417.**
ESTIMATED COST:	**$1,220,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Necessary infrastructure to service planned Bel Air development and tie into the new Legacy water line.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

RELOCATE ELEVATED TANK & INSTALL NEW 36" WATER LINE - SHEPHERD DRIVE

DESCRIPTION:	**Relocate new 2-MG elevated storage tank and abandon old .75-MG elevated storage tank on Shepherd Drive. Install new 36" water line from Shepherd connection to new elevated tank.**
ESTIMATED COST:	**$8,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Increased capacity in new elevated tank and new 36" water line necessary to meet increasing utility needs.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

Project Year: 2023 - 2024

ADDRESS WATER QUALITY IMPROVEMENTS WITH ANNUAL LINE REPLACEMENTS

DESCRIPTION:	**Annual water line replacements for water quality improvements.**
ESTIMATED COST:	**$1,830,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**Replacing aging water lines is crucial to maintain water quality and meet increasing demand due to City growth.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

UPSIZE SEWER LINE WEST OF INDUSTRIAL PARK DEVELOPMENT

DESCRIPTION:	**Upsize 24" sewer line west of industrial park development to a 42" line.**
ESTIMATED COST:	**$4,700,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Upsizing the sewer line is necessary for system to transport industrial waste to the Wastewater Treatment Plant and is included in Phase I of the Sewer Master Plan.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

Project Year: 2023 - 2024

ANNUAL SEWER LINE REPLACEMENT - WESTSIDE POST OAK CREEK

DESCRIPTION:	**This fiscal year annual sewer line replacement focused on the west side of Post Oak Creek.**
ESTIMATED COST:	**$120,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**Annual sewer line replacements are necessary to address annual wear and tear & development demands.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

IMPROVE WASTEWATER TREATMENT PLANT ELECTRICAL SYSTEM

DESCRIPTION:	**Make improvements to the electrical system at the Wastewater Treatment Plant.**
ESTIMATED COST:	**$550,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Critical safety and operability improvements to the electrical system are needed. Additionally, the updates will set groundwork for the new emergency backup generator.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

Project Year: 2023 - 2024

ENGINEER, DESIGN, & CONSTRUCT EQUALIZATION BASIN BLOWER REHABILITATION

DESCRIPTION:	Replace worn electrical systems, switchgear, control systems, piping components, and blowers in the equalization basin blower building.
ESTIMATED COST:	$1,810,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Due to age and corrosion, it is necessary to replace worn components to prevent equipment failure and safety hazards at the Wastewater Treatment Plant (WWTP).
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

ENHANCE WWTP TREATMENT SYSTEM FOR INDUSTRIAL WASTE

DESCRIPTION:	This project will center on a major piece of wastewater treatment component that will treat industrial waste.
ESTIMATED COST:	$12,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	The WWTP is not currently equipped to properly treat industrial waste. The specifics of the enhancements are pending the completion of the treatability study, but will require immediate attention upon completion of that study.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

Project Year: 2023 - 2024

REPLACE INVERTED SIPHON SEWER LINE SERVICING CENTER STREET BASIN

DESCRIPTION:	**Replace inverted siphon sewer line serving the Center Street Basin.**
ESTIMATED COST:	**$600,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Current line is undersized, likely requiring new aerial crossing and an area-wide upsized system.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

SLUDGE DIGESTER COMPLEX REHABILITATION/REPLACEMENT AT WWTP

DESCRIPTION:	**Engineering phase to rehabilitate the digester electric switchgear and components, ventilation systems, boilers, etc. at the Wastewater Treatment Plant (WWTP).**
ESTIMATED COST:	**$550,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Due to age and corrosion issues, rehabilitation is necessary to prevent equipment failure and to address safety hazards at the Wastewater Treatment Plant (WWTP).**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

Project Year: 2023 - 2024

REHABILITATE CLARIFIER #3 AT WASTEWATER TREATMENT PLANT

DESCRIPTION:	**Rehabilitation of the clarifier #3 at the Wastewater Treatment Plant (WWTP).**
ESTIMATED COST:	**$120,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Clarifier #3 is aging and in need of rehabilitation to remain in service, as recommended by the WWTP Condition Assessment.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

GRIT BUILDING NFPA UPGRADES

DESCRIPTION:	**Perform NFPA upgrades to the grit building at the Wastewater Treatment Plant (WWTP).**
ESTIMATED COST:	**$30,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**NFPA upgrades are needed to ensure operator safety and continued operation of the grit building at the Wastewater Treatment Plant (WWTP), as recommended by the WWTP Condition Assessment.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

Project Year: 2023 - 2024

UPGRADE WASTEWATER TREATMENT PLANT FROM 16-MGD TO 24-MGD

DESCRIPTION:	**Upgrade the Wastewater Treatment Plant from 16-MGD to 24-MGD.**
ESTIMATED COST:	**$8,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Upgrading is critical to meet current demands on the Wastewater Treatment Plant (WWTP).**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

CONSTRUCT ADDITIONAL 30-MGD UF/RO FACILITY AT WTP

DESCRIPTION:	**Construct an additional UF/RO facility to house up to 30-MGD and install 10-MGD additional UF/RO capacity, chemical feed, pumps, etc.**
ESTIMATED COST:	**$60,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**UF/RO expansion at the Water Treatment Plant (WTP) is critical to meet growing demand.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

Project Year: 2023 - 2024

REMOVE & REPLACE POST OAK SEWER LINE A

DESCRIPTION:	**Remove existing Post Oak sewer line A, replacing it in the street.**
ESTIMATED COST:	**$2,200,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**The existing sewer line location severely limits crew access for repairs or replacement.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

REMOVE & REPLACE POST OAK SEWER LINE B

DESCRIPTION:	**Remove existing Post Oak sewer line A, replacing it in the street.**
ESTIMATED COST:	**$2,680,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**The existing sewer line location severely limits crew access for repairs or replacement.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

Project Year: 2023 - 2024

CONSTRUCT 100-MILLION GALLON EMERGENCY STORAGE WATER RESERVOIR

DESCRIPTION:	**Construct an emergency storage water reservoir, with an approximate 100-million gallon capacity, just south of the Water Treatment Plant (WTP).**
ESTIMATED COST:	**$5,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Project will provide emergency water storage until such time as the North Texas Municipal Water District (NTMWD) installs the new parallel 84" raw water line.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

REPLACE PLANT ACCESS ROAD AT WASTEWATER TREATMENT PLANT

DESCRIPTION:	**Replace base material and install new surface course on the Wastewater Treatment Plant (WWTP) access road.**
ESTIMATED COST:	**$80,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**Plant access road has deteriorated due to heavy construction activities and solid waste equipment use.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

2024-2025

PROJECT YEAR: 2024 - 2025

OVERSIZING COSTS FOR ANNUAL WATER & SEWER PROJECTS

DESCRIPTION:	**Includes oversizing for annual water and sewer projects, as well as line replacements.**
ESTIMATED COST:	**$300,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**Required to meet costs of oversizing and line replacement to address annual wear and tear & development demands.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

LEAD & COPPER RULE REVISION - PHASES II THROUGH VI

DESCRIPTION:	**Application of USEPA and TCEQ Lead and Cooper Rule Revision (LCRR) and sampling & reporting program (Phases II through VI).**
ESTIMATED COST:	**$27,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**This project is required to meet TCEQ implementation deadlines.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2024 - 2025

PAPE-DAWSON ENGINEERING PROGRAM MANAGEMENT

DESCRIPTION:	**Optional third year extending the two-year contract for program management cost for Pape-Dawson Engineering.**
ESTIMATED COST:	**$1,000,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**Due to recent industrial utility demands, the City would be required to temporarily staff additional professionals to accommodate these management needs. As an alternative, the City will contract with an external firm for program management addressing industrial utility demands.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

HIGH COUNTRY ESTATES WATER SYSTEM UPGRADES - PHASE III

DESCRIPTION:	**Phase III to upgrade the water system at the High Country Estates subdivision, approximately 9,000 linear feet annually, over a four-year period.**
ESTIMATED COST:	**$70,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**Upgrades are required to bring current subdivision water system up to City standards.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2024 - 2025

CONSTRUCT PUMP STATION FOR TERMINAL STORAGE RESERVOIR

DESCRIPTION:	**Construct a pump station for a 100-million gallon terminal storage reservoir at the Water Treatment Plant (WTP).**
ESTIMATED COST:	**$3,500,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**The implementation of the terminal storage reservoir will provide emergency water storage.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

REPLACE INVERTED SIPHON SEWER LINE SERVICING CENTER STREET BASIN

DESCRIPTION:	**Replace inverted siphon sewer line serving the Center Street Basin.**
ESTIMATED COST:	**$4,130,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Current line is undersized, likely requiring new aerial crossing and an area-wide upsized system.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2024 - 2025

SLUDGE DIGESTER COMPLEX REHABILITATION/REPLACEMENT AT WWTP

DESCRIPTION:	**Construction phase to rehabilitate the digester electric switchgear and components, ventilation systems, boilers, etc. at the Wastewater Treatment Plant (WWTP).**
ESTIMATED COST:	**$7,300,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Due to age and corrosion issues, rehabilitation is necessary to prevent equipment failure and to address safety hazards at the Wastewater Treatment Plant (WWTP).**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

REHABILITATE CLARIFIER #3 AT WASTEWATER TREATMENT PLANT

DESCRIPTION:	**Rehabilitation of the clarifier #3 at the Wastewater Treatment Plant (WWTP).**
ESTIMATED COST:	**$1,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Clarifier #3 is aging and in need of rehabilitation to remain in service, as recommended by the WWTP Condition Assessment.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2024 - 2025

GRIT BUILDING NFPA UPGRADES

DESCRIPTION:	**Perform NFPA upgrades to the grit building at the Wastewater Treatment Plant (WWTP).**
ESTIMATED COST:	**$290,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**NFPA upgrades are needed to ensure operator safety and continued operation of the grit building at the Wastewater Treatment Plant (WWTP), as recommended by the WWTP Condition Assessment.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

ADDITIONAL ACQUISITIONS FOR NORTHWEST SEWER EXPANSION

DESCRIPTION:	**Funding for additional land acquisitions for the Northwest Sewer expansion.**
ESTIMATED COST:	**$1,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Due to increased developer activity requiring service from the Northwest Sewer, it is recommended to expand the sewer by adding a new gravity sewer. Land acquisitions will be required to construct this Northwest Sewer expanse.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2024 - 2025

DEMOLISH OLD SLUDGE DRYING BEDS

DESCRIPTION:	**At the Wastewater Treatment Plant, remove sludge drying beds that are no longer involved in the treatment process.**
ESTIMATED COST:	**$250,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**Removal of these drying beds would allow for future expansions of the wastewater treatment process.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

2025-2026

PROJECT YEAR: 2025 - 2026

OVERSIZING COSTS FOR ANNUAL WATER & SEWER PROJECTS

DESCRIPTION:	**Includes oversizing for annual water and sewer projects, as well as line replacements.**
ESTIMATED COST:	**$300,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**Required to meet costs of oversizing and line replacement to address annual wear and tear & development demands.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

LEAD & COPPER RULE REVISION - PHASES II THROUGH VI

DESCRIPTION:	**Application of USEPA and TCEQ Lead and Cooper Rule Revision (LCRR) and sampling & reporting program (Phases II through VI).**
ESTIMATED COST:	**$21,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**This project is required to meet TCEQ implementation deadlines.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2025 - 2026

UPGRADE POST OAK WWTP FROM 16-MGD TO 24-MGD

DESCRIPTION:	**Upgrade the Wastewater Treatment Plant (WWTP) from 16-MGD to 24-MGD.**
ESTIMATED COST:	**$53,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Upgrading is critical to meet current demands on the Wastewater Treatment Plant (WWTP).**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

ADDITIONAL AQUISITIONS FOR NORTHWEST SEWER EXPANSION

DESCRIPTION:	**Funding for additional land acquisitions for the Northwest Sewer expansion.**
ESTIMATED COST:	**$500,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Due to increased developer activity requiring service from the Northwest Sewer, it is recommended to expand the sewer by adding a new gravity sewer. Land acquisitions will be required to construct this Northwest Sewer expanse.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2025 - 2026

INCREASE UF/RO FACILITY CAPACITY BY 10-MGD

DESCRIPTION:	**Design phase to increase the UF/RO facility's capacity at the Water Treatment Plant (WTP).**
ESTIMATED COST:	**$3,100,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Increasing the capacity of the UF/RO facility will be required to meet expected future industrial growth.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

ENGINEERING FOR FUTURE 84" RAW WATER LINE

DESCRIPTION:	**Engineering for a new 84" raw water line, parallel to existing 72" line, from Lake Texoma to the Sherman Water Treatment Plant (WTP).**
ESTIMATED COST:	**$2,600,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Required City contribution by the North Texas Municipal Water District (NTMWD) for an additional raw water pipeline from the Lake Texoma Pump Station to the Sherman Water Treatment Plant (WTP).**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

2026-2027

PROJECT YEAR: 2026 - 2027

OVERSIZING COSTS FOR ANNUAL WATER & SEWER PROJECTS

DESCRIPTION:	**Includes oversizing for annual water and sewer projects, as well as line replacements.**
ESTIMATED COST:	**$500,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**Required to meet costs of oversizing and line replacement to address annual wear and tear & development demands.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

LEAD & COPPER RULE REVISION - PHASES II THROUGH VI

DESCRIPTION:	**Application of USEPA and TCEQ Lead and Cooper Rule Revision (LCRR) and sampling & reporting program (Phases II through VI).**
ESTIMATED COST:	**$21,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**This project is required to meet TCEQ implementation deadlines.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2026 - 2027

INCREASE UF/RO FACILITY CAPACITY BY 10-MGD

DESCRIPTION:	**Construction phase to increase the UF/RO facility's capacity at the Water Treatment Plant (WTP).**
ESTIMATED COST:	**$39,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Increasing the capacity of the UF/RO facility will be required to meet expected future industrial growth.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

WASTEWATER TREATMENT PLANT POND SAMPLING & REHABILITATION

DESCRIPTION:	**Pond sampling to investigate the geotechnical status of the pond liner at the Wastewater Treatment Plant (WWTP).**
ESTIMATED COST:	**$20,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**Prior to major upgrades to the Wastewater Treatment Plant (WWTP) pond system, a thorough geotechnical investigation of the pond liner is recommended by the Condition Assessment.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2026 - 2027

DECANT LIFT STATION REHABILITATION & SAFETY IMPROVEMENTS

DESCRIPTION:	**Rehabilitate and implement safety improvements to the decant lift station at the Wastewater Treatment Plant. (WWTP).**
ESTIMATED COST:	**$50,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**The decant lift station allows pumping out of the sludge holding ponds. The Condition Assessment determined the station is in need of rehabilitation and missing various safety measures.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

STORMWATER SERVICES
2022 - 2027

STORMWATER SERVICES

CAPITAL BUDGET: 2022-2027

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

These are Stormwater Services Projects, being specifically related to the operation of the Municipal Drainage Utility System and having certain types of financing requirements different from those typically used for General Services.

2022-2023

NO STORMWATER CIP PROJECTS IN FY 2023 BUDGET

2023-2024

PROJECT YEAR: 2023 - 2024

LAMBERTH ROAD BRIDGES - EROSION & OVERLAY

DESCRIPTION:	**Repair erosion damage and overlay the bridge deck on the Lamberth Road Bridge at Post Oak Creek Bridge.**
ESTIMATED COST:	**$130,000**
PROPOSED FINANCING:	**Stormwater Fund**
PROJECT NECESSITY:	**These bridges were identified in the 2016 Bridge Inventory, Inspection, and Appraisal Program as in need of repair.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

HILLCREST/WOODS BRIDGES - EROSION & OVERLAY

DESCRIPTION:	**Repair erosion damage and overlay the bridge deck on the Hillcrest Street Bridge and North Woods Bridge at Post Oak Creek Bridge.**
ESTIMATED COST:	**$110,000**
PROPOSED FINANCING:	**Stormwater Fund**
PROJECT NECESSITY:	**These bridges were identified in the 2016 Bridge Inventory, Inspection, and Appraisal Program as in need of repair.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

2024-2025

PROJECT YEAR: 2024 - 2025

PECAN/RICKETTS/CENTENNIAL BRIDGES - EROSION & OVERLAY

DESCRIPTION:	**Repair erosion damage and overlay the bridge deck on North Ricketts Street, Centennial Street, West Pecan Street, and Blue Flame Road Bridges.**
ESTIMATED COST:	**$95,000**
PROPOSED FINANCING:	**Stormwater Fund**
PROJECT NECESSITY:	**These bridges were identified in the 2016 Bridge Inventory, Inspection, and Appraisal Program as in need of repair.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

TAYLOR/WASHINGTON BRIDGES - EROSION & OVERLAY

DESCRIPTION:	**Repair erosion damage and overlay the bridge deck on the West Taylor Street Bridge and West Washington Bridge at Post Oak Creek Bridge.**
ESTIMATED COST:	**$135,000**
PROPOSED FINANCING:	**Stormwater Fund**
PROJECT NECESSITY:	**These bridges were identified in the 2016 Bridge Inventory, Inspection, and Appraisal Program as in need of repair.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

2025-2026

PROJECT YEAR: 2025 - 2026

INCREASE CULVERT CAPACITY UNDER GRIBBLE ROAD

DESCRIPTION:	**Increase the capacity of the Stream G box culvert under Gribble Street.**
ESTIMATED COST:	**$385,000**
PROPOSED FINANCING:	**Stormwater Fund**
PROJECT NECESSITY:	**This project is identified in the Post Oak Creek Flood Protection Plan as necessary to mitigate flood damage and decrease road closures during 100-year storms.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

2026-2027

NO STORMWATER CIP PROJECTS IN FY 2027 BUDGET

CAPITAL FINANCING

CAPITAL FINANCING

In preparing a capital improvement program, care must be exercised to keep the proposed program within the financial capabilities of the City. To do this requires that consideration be given to existing revenue funds, as well as existing and proposed debt requirement. The main sources of revenue available to the City of Sherman for Capital Improvements at present are: (1) ad valorem taxes, (2) General Fund revenues, (3) segregated capital funds, (4) Texas Department of Transportation funds, (5) other governmental grants, (6) private funds, and (7) the Stormwater Utility Fee.

Ad Valorem Taxes: The form of revenue typically used for General Services Capital Financing is the Ad Valorem Tax. Most often this is used as a covenant of Debt Financing, and the tax is used to pay Debt Service requirements. Other uses of Ad Valorem Tax include the setting aside of a certain percent or amount of tax for "pay-as-you-go" capital financing. The City of Sherman does not currently do this. A history of property taxes for the City of Sherman is noted in Table I.

Debt Service: The City issues General Debt for General Services and Stormwater Services projects and issues debt through the Greater Texoma Utility Authority for Utility Services projects. General Debt is supported by Property Taxes and/or Sales Taxes. Table II shows the General Debt Service Requirements and the bonded debt for Lake Texoma Water Rights, which is attributable to Utility Services. Utility revenues support the contractual debt issued through the Greater Texoma Utility Authority. Table II shows the Debt Service Requirements for this obligation. Possible future debt issues must be considered in light of existing obligations in order to minimize potential tax or utility rate increases.

Private Funds: Funding from developers.

Stormwater Utility Fee: The stormwater utility fee funds drainage-related projects such as flood plain planning, property acquisition, and construction projects.

Governmental Grants: The City received about $8.1 million in funding from the American Rescue Plan Act State and Local Fiscal Relief Fund. The funding supports the City’s response to and recovery from the COVID-19 public health emergency through improvements to the City’s drinking water and wastewater infrastructure.

TABLE I

ANALYSIS OF ASSESSED VALUATION
FIVE YEAR PERIOD

FISCAL YEAR ENDED	REAL PROPERTY ASSESSED VALUE	PERSONAL PROPERTY ASSESSED VALUE	TOTAL
2018	$2,246,249,866	$680,478,596	$2,926,728,462
2019	$2,432,947,486	$692,401,974	$3,125,349,460
2020	$2,641,162,657	$839,573,445	$3,480,736,102
2021	$2,878,715,276	$941,125,157	$3,819,840,433
2022	$3,247,497,789	$876,451,153	$4,123,948,942

ANALYSIS OF PROPERTY TAX LEVIES AND COLLECTIONS
FIVE YEAR PERIOD

FISCAL YEAR ENDED	TAX LEVY	CURRENT COLLECTIONS	PERCENT COLLECTIONS	PRIOR YEAR COLLECTIONS	TOTAL COLLECTIONS
2018	$12,505,911	$11,907,264	95.21%	$79,355	$11,986,618
2019	$13,354,618	$12,489,427	93.52%	$78,946	$12,568,373
2020	$17,020,800	$15,882,649	93.31%	$92,876	$15,975,525
2021	$18,679,020	$17,505,842	93.72%	$87,874	$17,593,716
2022	$20,166,110	$18,879,386	93.62%	$0	$18,879,386

NOTE: 2021 COLLECTIONS ARE ESTIMATES AT 6-30-2022

TABLE II

BOND DEBT SERVICE FUNDS
STATEMENT OF BONDED INDEBTEDNESS: 2021-2022

DATE	TITLE & PURPOSE	TERM (YEARS)	ORIGINAL ISSUE AMOUNT	RETIRED IN PREVIOUS YEARS	DEBT BALANCE 09/30/2021
2004	COMBINATION TAX AND TAX INCREMENT REVENUE CERTIFICATES OF OBLIGATION FOR TAX INCREMENT FINANCING ZONE #1 IMPROVEMENTS	20	$2,840,000	$2,370,000	$470,000
2006	LAKE TEXOMA WATER RIGHTS	40	$3,727,060	$1,522,289	$2,196,715
2016	TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION FOR STREET AND PARK DEVELOPMENT AND CITY FACILITIES	20	$6,970,000	$1,195,000	$5,775,000
2017	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017	13	$9,360,000	$2,465,000	$6,895,000
2017	TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION FOR PUBLIC WORKS PROJECTS	20	$18,110,000	$1,975,000	$16,135,000
2017A	TAX AND MUNICIPAL DRAINAGE UTILITY SYSTEM REVENUE FOR PUBLIC WORKS PROJECTS	20	$3,900,000	$570,000	$3,330,000
2018	COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION FOR PUBLIC WORKS PROJECTS	25	$18,980,000	$965,000	$18,015,000
2019	COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION FOR STREET IMPROVEMENTS	25	$19,130,000	$890,000	$18,240,000
2021	LIMITED TAX NOTES SERIES 2021	5	$1,980,000	$350,000	$1,630,000

TABLE II - CONTINUED

DATE	TITLE & PURPOSE	TERM (YEARS)	ORIGINAL ISSUE AMOUNT	RETIRED IN PREVIOUS YEARS	DEBT BALANCE 09/30/2020
2021	COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION FOR PUBLIC FACILITY AND STREET IMPROVEMENTS	30	$29,025,000	$0	$29,025,000
2022	LIMITED TAX NOTES SERIES 2022	5	$2,100,000	$0	$2,100,000

BOND DEBT SERVICE FUND
SCHEDULE OF REQUIREMENTS: 2022 - 2052

FISCAL YEAR ENDING 09/30	PRINCIPAL	INTEREST	TOTAL
2022	$4,463,603	$3,615,014	$8,078,617
2023	$4,762,455	$3,332,919	$8,095,375
2024	$4,706,423	$3,127,395	$7,833,819
2025	$4,905,510	$2,924,159	$7,829,669
2026	$5,144,720	$2,702,899	$7,847,619
2027	$4,904,055	$2,474,264	$7,378,319
2028-2032	$22,039,991	$9,584,416	$31,624,407
2033-2037	$23,034,957	$6,067,005	$29,101,963
2038-2042	$15,470,000	$3,134,481	$18,604,481
2043-2047	$9,225,000	$1,104,444	$10,329,444
2048-2052	$5,155,000	$293,175	$5,448,175
TOTAL	$103,811,715	$38,360,172	$142,171,886

TABLE III

CONTRACTUAL DEBT SCHEDULE OF REQUIREMENTS
2022 - 2047

YEAR	PRINCIPAL	INTEREST	TOTAL
2022	$4,887,600	$1,772,070	$6,659,670
2023	$4,988,000	$1,722,880	$6,710,880
2024	$5,444,480	$1,672,819	$7,117,299
2025	$5,575,960	$2,960,877	$8,536,837
2026	$5,707,440	$4,233,156	$9,940,596
2027	$5,703,920	$4,079,664	$9,783,584
2028-2032	$28,618,240	$18,004,719	$46,622,959
2033-2037	$26,610,000	$14,168,875	$40,778,875
2038-2042	$20,200,000	$10,301,210	$30,501,210
2043-2047	$20,060,000	$6,762,525	$26,822,525
TOTAL	$127,795,640	$65,678,795	$193,474,435

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 2.**

Meeting Date: 08/15/2022

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6508

Adopting a Budget and Providing for the Appropriation of Funds for Operating and Capital Expenditures for the Fiscal Year Beginning October 1, 2022 and ending September 30, 2023; Declaring that this Budget Will Raise More Total Property Taxes than Last Year's Budget by $2,760,000 and 14%, and of that Amount $476,000 is Tax Revenue to be Raised from New Property Added to the Tax Roll this Year; Providing a Savings/Repealing Clause, Severability Clause and Effective Date; Providing for the Publication of the Caption Hereof

Issue:

To hold the public hearing on the proposed budget for the 2022-2023 fiscal year as required by Local Government Code Chapter 102

Background:

The proposed budget is based on the direction given by the Council at the Budget Workshop held on June 7, 2022. The draft budget contains about $160.4 million in appropriations, which is about $35.3 million more than the prior year's original budget of $125.1 million, due to an increase in personnel and capital expenses. The draft budget contains a 5% across-the-board for personnel, and an increase in full-time positions from 481 to 520, consisting of twenty-seven in the General Fund, nine in the Utility Fund, one in the Information Technology Fund, and two in the Solid Waste Fund. Fund balances for the General, Utility and Solid Waste Funds are within the targeted range of 60 to 90 days. The capital program will largely be funded by the expected issuance of $39.0 million in Certificates of Obligation. Projects include Lamberth Road extension, continuation of the construction of Moore Street, Flanary/Progress Road in the industrial park, rebuild and expansion of Shepherd Road, future city facilities planning and acquisition, and lighting at Pecan Grove Park. An expected distribution from the Texoma Area Solid Waste Authority (TASWA) in FY 2023 is critical for the support of the Solid Waste Fund. The property tax rate decreased from $.489/$100 to $.469932/$100 of valuation. As recommended by a rate study, Utility rates will increase about 4.6%. Tax Notes will be used to finance about $4.6 million in fleet and equipment with repayment made from property tax revenues. More detailed information is available on the attachments.

Origination:

Director of Finance

Financial Consideration:

The proposed budget contains appropriations of $160.4 million for the 2022-2023 fiscal year.

Staff Recommendation:

Staff recommends that the Council hold the required public hearing then vote to approve the budget ordinance. The vote must be a record vote.

Alternatives:

Any changes to the proposed budget would have to come through a budget amendment after final adoption of the budget and related tax rate.

Attachments

Ordinance No. 6508

Draft Budget 2023

ORDINANCE NO. 6508

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING A BUDGET AND PROVIDING FOR THE APPROPRIATION OF FUNDS FOR OPERATING AND CAPITAL EXPENDITURES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; DECLARING THAT THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY $2,760,000 AND 14%, AND OF THAT AMOUNT $476,000 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, pursuant to the laws of the State of Texas and Sherman's Home Rule Charter, the City Manager has submitted to the City Council the proposed budget of the revenues and expenditures for conducting the affairs of Sherman and providing a complete financial plan for the fiscal year beginning October 1, 2022, and ending September 30, 2023, and has filed the same with the City Secretary (the "budget"). A copy of the budget is attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, public hearings were held by the City Council on said budget on August 1, 2022, and August 15, 2022, at which time said budget was fully considered, and interested taxpayers were given the opportunity to be heard by the City Council; and

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

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

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

SECTION 1. That, pursuant to Article V of the City Charter, there is hereby appropriated for Operating Expenditures the sums of money as established in the approved Operating Budget Document, attached as Exhibit A hereto, for fiscal year beginning October 1, 2022, and ending September 30, 2023.

SECTION 2. That, pursuant to Article V of the City Charter, there is hereby appropriated for Capital Expenditures the sums of money as established in the approved Capital Budget Document, attached as Exhibit A hereto, for fiscal year beginning October 1, 2022, and ending September 30, 2023.

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

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

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

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

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

INTRODUCED on this the 15th day of August, 2022.

ADOPTED on this the 15th day of August, 2022.

EFFECTIVE DATE on this the 15th day of August, 2022.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Dates of Publication: *July 30, 2022*, *Sherman Herald Democrat*

Exhibit A

[*50 pages attached hereto*]

City of Sherman

ANNUAL OPERATING BUDGET
YEAR ENDING SEPTEMBER 30, 2023

This budget will raise more revenue from property taxes than last year's budget by an amount of $2,760,000 which is an 14% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $476,000.

City Council Record Vote

Mayor, David Plyler	_____
Deput Mayor Pamela Howeth	_____
Council Members:	
Daron Holland	_____
Juston Dobbs	_____
Josh Stevenson	_____
Henry Marroquin	_____
Shawn Teamann	_____

	FY2022	FY2023
Property tax rate	0.489000	0.469932
No-new-revenue tax rate	0.460628	0.416353
No-new-revenue maintenance and operations tax rate	0.312520	0.254785
Voter-approval tax rate	0.522884	0.503816
Debt rate	0.183423	0.204576

Outstanding Debt

The total amount of outstanding municipal debt obligations secured by property taxes is $97,280,000.

PROPOSED BUDGET FOR THE CITY OF SHERMAN
FOR FISCAL YEAR 2023
August 1, 2022

SUMMARY

The attached proposed budget for Fiscal Year (FY) 2023 is based on the direction provided by the City Council at the June 7th, 2022, budget workshop.

The proposed budget is based on the direction given by the Council at the Budget Workshop held on June 7, 2022. The draft budget contains about $160.4 million in appropriations, which is about $35.3 million more than the prior year's original budget of $125.1 million, due to an increase in personnel and capital expenses. The draft budget contains a 5% across-the-board for personnel, and an increase in full-time positions from 481 to 520, consisting of twenty-seven in the General Fund, nine in the Utility Fund, one in the Information Technology Fund, and two in the Solid Waste Fund. Fund balances for the General, Utility and Solid Waste Funds are within the targeted range of 60 to 90 days. The capital program will largely be funded by the expected issuance of $39.0 million in Certificates of Obligation. Projects include Lamberth Road extension, continuation of the construction of Moore Street, Flanary/Progress Road in the industrial park, rebuild and expansion of Shepherd Road, future city facilities planning and acquisition, and lighting at Pecan Grove Park. An expected distribution from the Texoma Area Solid Waste Authority (TASWA) in FY 2023 is critical for the support of the Solid Waste Fund. The property tax rate decreased from $.489/$100 to $.469932/$100 of valuation. As recommended by a rate study, Utility rates will increase about 4.6%. Tax Notes will be used to finance about $4.6 million in fleet and equipment with repayment made from property tax revenues. More detailed information is available on the attachments.

GENERAL FUND

The **General Fund** is balanced ongoing. Property values increased about 19%. The property tax rate decreased from .489/$100 to $.469932/$100. Sales tax revenue is budgeted to increase about 20% after considering one-time revenues from large construction projects, inflation, and trend since August of 2020. Fleet purchases include a fire engine, an ambulance, street sweeper, six police Tahoes, three dump trucks, an excavator and various other trucks and equipment. Tax notes will be used to finance about $4.6 million of the fleet and equipment. Fund balance is projected to be $13.1 million or 90 days of operating expenses at the end of FY2023. New positions consist of eight firefighters, a street superintendent, development planner, three parks maintenance workers (half year), two patrol officers, a building inspector, four-person street construction crew, traffic operations technician, custodian for the new police headquarters, three-person street "pot-hole" crew, and a part-time library assistant.

UTILITY FUND

The **Utility Fund** is balanced ongoing. A 4.6% utility rate increase as a result of the recommendation from a utility rate study is proposed. Three new positions are planned for the wastewater industrial monitoring program, a three-person maintenance crew for distribution and collection, two personnel to address water quality in the distribution system, and a customer service clerk are budgeted. A vacuum truck for choked sewer lines, dump truck and various fleet and equipment are budgeted. Fund balance at the end of FY2023 is projected to be about $4.7 million, or about 62 days of operating expenses.

SOLID WASTE FUND

The **Solid Waste Fund** is unbalanced on an on-going basis. A distribution of $700,000 in FY2023 is expected from the City's joint venture in the landfill. The tipping fee at the landfill will increase about 14% beginning January 1, 2023. Fund balance is projected to be $1.4 million, or 60 days of operating expenditures.

CAPITAL IMPROVEMENT FUNDS

The proposed budget of about $54.2 million in the **General Improvement Fund** primarily consists of funding for Shepherd Drive, the completion of the new police headquarters, Lamberth Road, Flanary Road, City match for FM 1417 improvements between Hwy 56 and West Travis Street, Moore Street, Beach Club Boulevard, Progress Drive, land acquisition for future City facilities, fire station relocation, Friendship Road, Bel Air Boulevard, Pecan Grove Park trail and athletic field lights and others. Reserves of about $3.0 million are expected at the end of FY 2023 primarily consisting of unspent debt proceeds.

The **Utility Improvement Fund** proposed budget includes projects that will be funded by debt issued by the Greater Texoma Utility Authority on behalf of the City, existing reserves, a grant under the American Rescue Plan Act, and impact fees. Projects totaling $117.6 million include the construction of 36-inch water lines from the water treatment plant to the south side of the city, improvements to add five million gallons per day capacity to the UF/RO system at the water treatment plan, electrical work including a generator at the wastewater treatment plant, upsizing the raw water pumps at the Lake Texoma pump station, expansion of the laboratory, construction of the brine disposal line from the water treatment plan, downtown sewer improvements, backup generators at the pump station and water treatment plant, water line to service Shepherd Place, the industrial park and Marilee Utility District, sewer lines for the potential hospital at Sherman Crossroads, and various other water and wastewater projects. Utility Improvement Fund reserves are expected be about $1.0 million at the end of FY 2023.

MAJOR IMPACTS

Tax Revenues

Property tax revenue is expected to increase about $2.3 million over last year due to growth in the value of existing property and new property added to the tax roll. Sales tax is expected to be about the 20% above what is projected in FY2022 due to construction impacts, inflation and the rate of growth experienced since August of 2020.

Wage Increase

The proposed budget contains a 5% across-the-board increase for employees. The cost is projected to be about $2 million across all funds.

Fleet, Equipment and Buildings

Major fleet expenditures for this year include a fire engine ($1,475,000), an ambulance ($342,500), a street sweeper ($293,340), six patrol Tahoes ($225,000), a sewer vacuum truck ($450,000), four dump trucks ($687,000), two residential solid waste collection truck ($757,000), and a truck for roll-off trash containers ($260,000).

SUMMARY SCHEDULES, DETAILED FUND STATEMENTS, AND OTHER INFORMATION

The following pages include a schedule that summarizes the draft FY2023 budget, eliminating double counting for internal service funds and inter-fund transfers. Also included are statements of revenues and expenditures/expenses for each fund and a schedule of transfers, a property tax historical summary, and a debt schedule.

City of Sherman
GENERAL FUND
2022-2023 Annual Budget

	Actual 2020-2021	Adjusted Budget 2021-2022	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 9,373,123	$ 10,892,343	$ 13,004,657	$ 12,393,649
Revenues				
Property Tax	12,445,528	11,697,400	11,848,400	12,038,400
Sales Tax	21,037,726	21,495,000	23,559,000	28,047,000
Franchise Tax	2,876,388	2,798,000	3,021,000	3,021,000
Other Taxes	161,158	165,125	165,025	164,300
Fines & Penalties	348,776	448,600	371,000	366,800
Recreation	284,540	285,600	335,000	384,500
Licenses & Permits	810,669	811,500	1,136,200	2,341,200
Rentals	35,146	29,550	10,700	10,450
Cemetery	225,088	221,100	219,600	221,600
Sales & Service	1,187,361	1,872,491	1,239,812	1,492,000
Ambulance Service	1,428,252	1,252,200	1,402,400	1,402,400
Interest Income	35,502	80,000	60,000	75,000
Grant Revenue	1,429,225	36,800	991,921	9,000
Intergovernmental	334,704	231,407	232,949	169,482
Miscellaneous Revenue	302,986	201,700	1,080,525	206,200
Total Revenues	42,943,051	41,626,473	45,673,532	49,949,332
Transfers In	3,927,975	3,358,139	3,358,139	4,249,742
Total Revenues and Transfers In	46,871,026	44,984,612	49,031,671	54,199,074
Total Funds Available	56,244,149	55,876,955	62,036,328	66,592,723
Expenditures				
Personnel	29,382,367	31,338,960	33,081,880	36,724,590
Supplies	2,145,160	1,950,891	2,067,560	2,019,765
Repair & Maintenance	1,665,299	2,122,516	2,214,828	2,409,918
Utilities	1,210,085	1,098,070	1,082,370	1,217,250
Information Technology	715,897	1,041,100	1,180,775	1,259,265
Services & Charges	3,941,453	3,514,678	4,458,493	5,229,283
Vehicle Usage	1,946,799	1,966,490	2,165,007	2,239,270
Capital Expenses	346,466	639,862	808,291	658,692
Fleet Services & Charges	1,025,966	783,698	1,173,475	1,335,781
Transfers Out	860,000	1,410,000	1,410,000	375,000
Total Expenditures	43,239,492	45,866,266	49,642,679	53,468,814
Excess Revenues over Expenditures	3,631,534	(881,654)	(611,008)	730,260
Ending Fund Balance	$ 13,004,657	$ 10,010,689	$ 12,393,649	$ 13,123,909

City of Sherman
ENTERPRISE FUNDS
2022-2023 Annual Budget

	Actual 2020-2021	Adjusted Budget 2021-2022	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 4,841,848	$ 6,592,762	$5,117,874	$6,292,081
Revenues:				
Water Sales	14,039,787	15,694,000	15,503,000	16,411,000
Sewer Sales	7,857,841	8,614,000	8,290,000	8,835,000
Solid Waste Service	7,306,302	7,464,000	7,373,000	7,556,000
Service Charges & Penalties	753,182	750,000	780,000	780,000
Laboratory	123,444	140,000	123,270	260,430
Charges for Services	193,382	201,000	168,200	168,200
Intergovernmental	401,349	1,608,488	1,608,488	817,146
Interest Income	9,398	26,800	26,950	26,200
Miscellaneous Revenue	855,050	809,000	1,040,187	836,500
Transfers In	558,000	183,000	183,000	406,000
Total Revenues	32,097,735	35,490,288	35,096,095	36,096,476
Total Funds Available	36,939,583	42,083,050	40,213,969	42,388,557
Expenditures:				
Personnel	8,263,241	8,948,860	8,823,350	10,214,400
Supplies	1,296,393	1,960,107	2,146,775	2,200,355
Repair & Maintenance	2,379,127	2,684,449	2,852,306	2,627,967
Utilities	2,517,764	1,695,920	1,675,720	1,905,220
Information Technology	260,616	380,050	431,060	433,100
Services & Charges	3,890,222	4,437,851	4,199,833	4,269,486
Vehicle Usage	1,619,078	1,643,540	1,875,081	2,124,850
Debt Service	6,541,664	7,117,205	6,982,496	6,937,482
Fleet Services & Charges	-	-	-	-
Capital Expenses	969,883	1,455,773	1,394,129	1,468,201
Transfers Out	4,083,719	3,541,139	3,541,139	4,230,828
Total Expenditures	31,821,709	33,864,894	33,921,888	36,411,890
Excess Revenues over Expenditures	276,026	1,625,394	1,174,207	(315,414)
Ending Fund Balance	$ 5,117,874	$ 8,218,156	$ 6,292,081	$ 5,976,667

City of Sherman
CAPITAL IMPROVEMENT FUNDS
2021-2022 Annual Budget

	222 General CIP	224 Street Revolving	235 Regional Detention	250 Roadway Impact Fee #1	251 Roadway Impact Fee #2	252 Roadway Impact Fee #2	253 Roadway Impact Fee #4	330 TIRZ #2 Construction
Beginning Fund Balance	$ 17,668,704	$ 413,070	$ 265,040	$ -	$ -	$ -	$ -	$ 679,377
Revenues:								
Interest Income	50,000	2,000	1,200	-	-	-	-	1,500
Taxes	-	-	-	-	-	-	-	273,488
Intergovernmental	-	-	-	-	-	-	-	-
Sales & Service	-	-	20,000	10,000	200,000	100,000	60,000	-
Miscellaneous Revenue	-	-	-	-	-	-	-	-
Debt Proceeds	39,045,000	-	-	-	-	-	-	-
Transfers In	375,000	-	-	-	-	-	-	-
Total Revenues	39,470,000	2,000	21,200	10,000	200,000	100,000	60,000	274,988
Total Funds Available	57,138,704	415,070	286,240	10,000	200,000	100,000	60,000	954,365
Expenditures								
Capital Expenses	53,996,598	100,000	200,000	-	-	-	-	600,000
Transfers Out	224,914	-	-	-	-	-	-	200,000
Total Expenditures	54,221,512	100,000	200,000	-	-	-	-	800,000
Excess Revenues over Expenditures	(14,751,512)	(98,000)	(178,800)	10,000	200,000	100,000	60,000	(525,012)
Ending Fund Balance	$ 2,917,192	$ 315,070	$ 86,240	$ 10,000	$ 200,000	$ 100,000	$ 60,000	$ 154,365

City of Sherman
CAPITAL IMPROVEMENT FUNDS
2021-2022 Annual Budget

230 TIRZ #3 Construction	241 TIRZ #5 Construction	242 TIRZ #6 Construction	243 TIRZ #7 Construction	770 Utility CIP	750 Water Impact Fee	751 Sewer Impact Fee	Total
$ 1,290	$ 59,511	$ 866,381	$ (200,270)	$ 141,416	$ -	$ -	$ 19,753,103
50	2,000	4,000	100	10,000	-	-	70,850
226,721	76,460	27,995	45,625	-	-	-	650,289
-	90,138	27,943	42,716	1,843,000	-	-	2,003,797
-	-	-	-	-	1,250,000	625,000	2,265,000
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	39,045,000
-	-	-	-	1,600,000	-	-	1,975,000
226,771	168,598	59,938	88,441	3,453,000	1,250,000	625,000	46,009,936
228,061	228,109	926,319	(111,829)	3,594,416	1,250,000	625,000	65,763,039
185,000	-	700,000	-	2,578,000	-	-	58,359,598
-	289,200	225,400	177,400	-	1,000,000	600,000	2,716,914
185,000	289,200	925,400	177,400	2,578,000	1,000,000	600,000	61,076,512
41,771	(120,602)	(865,462)	(88,959)	875,000	250,000	25,000	(15,066,576)
$ 43,061	$ (61,091)	$ 919	$ (289,229)	$ 1,016,416	$ 250,000	$ 25,000	$ 4,686,527

City of Sherman
SPECIAL REVENUE FUNDS
2022-2023 Annual Budget

	420 Stormwater	440 E 911	450 Security & Technology	460 Hotel/ Motel	470 Drug Enforcement	480 Airport	455 Parks Pride	456 Police Pride	457 Donations	Total
Beginning Fund Balance	$ 105,867	$ 290,623	$ 83,864	$ 137,761	$ 115,351	$ 3,397	$ 8,311	$ 22,698	$ 5,022	$ 772,892
Revenues										
Taxes	-	-	-	733,000	-	-	-	-	-	733,000
Sales & Service	457,000	300,000	30,250	94,000	100,000	559,000	-	-	-	1,540,250
Interest Income	1,000	1,000	100	-	400	250	25	50	25	2,850
Miscellaneous Revenue	-	-	-	-	-	50,000	21,500	10,500	12,000	94,000
Debt Proceeds	-	-	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-	-	-
Total Revenues	458,000	301,000	30,350	827,000	100,400	609,250	21,525	10,550	12,025	2,370,100
Total Funds Available	563,867	591,623	114,214	964,761	215,751	612,647	29,836	33,248	17,047	3,142,992
Expenditures										
Personnel	123,340	108,310	-	232,800	-	-	-	-	-	464,450
Supplies	4,109	-	5,000	17,600	80,700	396,250	-	-	15,000	518,659
Repair & Maintenance	62,750	-	372	34,000	27,000	8,995	-	-	-	133,117
Utilities	-	-	-	30,720	-	11,490	-	-	-	42,210
Information Technology	1,740	-	-	15,590	-	-	-	-	-	17,330
Services & Charges	3,540	180,673	3,700	443,600	5,000	86,105	20,000	5,000	-	747,618
Capital Expenses	-	-	-	-	-	100,000	-	18,000	-	118,000
Vehicle Usage	8,300	-	-	13,510	-	-	-	-	-	21,810
Fleet Services & Charges	-	-	-	-	-	-	-	-	-	-
Transfers Out	273,000	-	-	109,000	-	-	-	-	-	382,000
Total Expenditures	476,779	288,983	9,072	896,820	112,700	602,840	20,000	23,000	15,000	2,445,194
Excess Revenues over Expenditures	(18,779)	12,017	21,278	(69,820)	(12,300)	6,410	1,525	(12,450)	(2,975)	(75,094)
Ending Fund Balance	$ 87,088	$ 302,640	$ 105,142	$ 67,941	$ 103,051	$ 9,807	$ 9,836	$ 10,248	$ 2,047	$ 697,798

City of Sherman
INTERNAL SERVICE FUNDS
2022-2023 Annual Budget

	600 Insurance	630 IT	650 Equipment	660 Fleet Replacement	Total
Beginning Fund Balance	$ 310,306	$ 141,128	$ 67,065	$ 86,427	$ 604,926
Revenue					
Sales & Service	6,024,750	1,770,325	4,374,490	2,213,380	14,382,945
Taxes	-	-	-	1,472,000	1,472,000
Interest Income	2,500	-	-	-	2,500
Debt Proceeds	-	-	-	4,873,103	4,873,103
Miscellaneous Revenue	-	-	-	-	-
Total Revenue	6,027,250	1,770,325	4,374,490	8,558,483	20,730,548
Total Funds Available	6,337,556	1,911,453	4,441,555	8,644,910	21,335,474
Expenditures					
Personnel	-	1,003,640	1,209,950	-	2,213,590
Supplies	-	76,547	1,276,649	-	1,353,196
Repair & Maintenance	-	173,113	1,354,439	-	1,527,552
Utilities	-	54,230	16,000	-	70,230
Information Technology	-	-	60,630	-	60,630
Services & Charges	6,205,000	284,294	357,259	-	6,846,553
Debt Service	-	-	-	2,230,185	2,230,185
Fleet Services & Charges	-	-	75,000	-	75,000
Capital Expenses	-	178,500	11,000	6,327,498	6,516,998
Total Expenditures	6,205,000	1,770,324	4,360,927	8,557,683	20,893,934
Excess Revenues over Expenditures	(177,750)	1	13,563	800	(163,386)
Ending Fund Balance	$ 132,556	$ 141,129	$ 80,628	$ 87,227	$ 441,540

City of Sherman
DEBT SERVICE FUNDS
2022-2023 Annual Budget

	300 Debt Service	320 TIRZ #1 Debt Service	Total
Beginning Fund Balance	$ 61,367	$ 378,507	$ 439,874
Revenues			
Taxes	6,976,388	332,599	7,308,987
Interest Income	-	1,200	1,200
Intergovernmental	-	-	-
Transfers In	1,074,000	-	1,074,000
Total Revenues	8,050,388	333,799	8,384,187
Total Funds Available	8,111,755	712,306	8,824,061
Expenditures:			
Debt Service	8,045,334	323,378	8,368,712
Services & Charges	7,000	200	7,200
Transfers Out	-	-	-
Total Expenditures	8,052,334	323,578	8,375,912
Excess Revenues over Expenditures	(1,946)	10,221	8,275
Ending Fund Balance	$ 59,421	$ 388,728	$ 448,149

City of Sherman
PERPETUAL CARE FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 1,732,833	$ 2,004,329	$ 2,144,339
Revenues			
Sales & Service	13,036	15,000	15,000
Interest Income	258,460	125,010	10
Total Revenues	271,496	140,010	15,010
Total Funds Available	2,004,329	2,144,339	2,159,349
Expenditures			
Miscellaneous	-	-	-
Ending Fund Balance	$ 2,004,329	$ 2,144,339	$ 2,159,349

City of Sherman
UTILITY FUND
2022-2023 Annual Budget

	Actual 2020-2021	Adjusted Budget 2021-2022	Projected 2021-2022	Requested 2022-2023
Beginning Reserve	$ 4,413,073	$ 2,628,975	$ 4,157,410	$ 4,845,697
Revenues				
Water Sales	14,039,787	15,694,000	15,503,000	16,411,000
Sewer Sales	7,857,841	8,614,000	8,290,000	8,835,000
Laboratory	123,444	140,000	123,270	260,430
Service Charges & Penalties	612,830	610,000	655,000	655,000
Charges for Services	193,382	201,000	168,200	168,200
Interest Income	8,597	25,000	25,000	25,000
Intergovernmental	401,349	1,608,488	1,608,488	817,146
Miscellaneous Revenue	89,715	81,000	251,479	76,500
Total Revenues	23,326,945	26,973,488	26,624,437	27,248,276
Transfers In	438,000	183,000	183,000	406,000
Total Revenues and Transfers In	23,764,945	27,156,488	26,807,437	27,654,276
Total Funds Available	28,178,017	29,785,463	30,964,847	32,499,973
Expenditures				
Personnel	6,514,271	6,978,640	6,890,710	7,957,960
Supplies	1,069,007	1,632,456	1,828,759	1,825,385
Repair & Maintenance	2,334,964	2,625,606	2,793,462	2,568,059
Utilities	2,484,357	1,646,370	1,638,500	1,858,230
Information Technology	203,174	293,540	332,940	332,630
Debt Service	6,541,664	7,117,205	6,982,496	6,937,482
Services & Charges	1,658,311	2,048,565	1,987,950	1,661,050
Vehicle Usage	464,349	467,900	579,624	631,190
Fleet Services & Charges	236,070	346,791	370,559	428,072
Capital Expenses	214,441	389,951	288,150	635,602
Total Expenditures	21,720,607	23,547,023	23,693,150	24,835,660
Transfers Out	2,300,000	2,426,000	2,426,000	2,927,112
Total Expenditures and Transfers Out	24,020,607	25,973,023	26,119,150	27,762,772
Excess Revenues over Expenditures	(255,663)	1,183,465	688,287	(108,496)
Ending Reserve	$ 4,157,410	$ 3,812,440	$ 4,845,697	$ 4,737,200

City of Sherman
SOLID WASTE FUND
2022-2023 Annual Budget

	Actual 2020-2021	Adjusted Budget 2021-2022	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 608,661	$ 853,746	$ 1,140,350	$ 1,626,270
Revenues				
Solid Waste Service	7,306,302	7,464,000	7,373,000	7,556,000
Service Charges & Penalties	140,352	140,000	125,000	125,000
Interest Income	801	1,800	1,950	1,200
Miscellaneous Revenue	765,335	728,000	788,708	760,000
Transfers In	120,000	-	-	-
Total Revenues	8,332,790	8,333,800	8,288,658	8,442,200
Total Funds Available	8,941,451	9,187,546	9,429,008	10,068,470
Expenditures				
Personnel	1,748,971	1,970,220	1,932,640	2,256,440
Supplies	227,386	327,651	318,015	374,970
Repair & Maintenance	44,164	58,844	58,844	59,908
Utilities	33,408	49,550	37,220	46,990
Information Technology	57,442	86,510	98,120	100,470
Services & Charges	2,231,911	2,389,286	2,211,883	2,608,436
Vehicle Usage	1,154,729	1,175,640	1,295,457	1,493,660
Capital Expenses	169,372	164,134	146,000	30,000
Fleet Services & Charges	350,000	554,897	589,420	374,527
Transfers Out	1,783,719	1,115,139	1,115,139	1,303,716
Total Expenditures	7,801,101	7,891,871	7,802,738	8,649,117
Excess Revenues over Expenditures	531,689	441,929	485,920	(206,917)
Ending Fund Balance	$ 1,140,350	$ 1,295,675	$ 1,626,270	$ 1,419,353

	Actual 2020-2021	Adjusted Budget 2021-2022	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 9,656,463	$ 31,598,481	$ 36,395,135	$ 17,668,704
Revenues				
Transfers In	250,000	1,569,000	1,269,000	375,000
Land Sale Proceeds	4,777,881	-	-	-
Miscellaneous Revenue	-	-	316,000	-
Intergovernmental	-	-	-	-
Transfer In - Impact Fees	-	-	-	-
Interest Income	7,553	150,000	50,000	50,000
Debt Proceeds	28,869,727	334,000	334,000	39,045,000
Grant Revenue	-	-	65,000	-
Total Revenues	33,905,161	2,053,000	2,034,000	39,470,000
Total Funds Available	43,561,624	33,651,481	38,429,135	57,138,704
Expenditures				
(1) FM 1417 (82 to 56) Eng, ROW & Match	1,999,978	-	18,824	-
(1) Pecan Grove Ball Fields	33,816	9,468	9,468	-
(1) Moore St - Park to W. Travis	189,616	-	-	-
(5) Moore St - W. Travis to FM 1417	-	2,300,000	3,227,356	-
(6) Moore St - Park to power easement	-	2,200,000	-	
(6) Moore St from Park to Center	-	-	-	2,800,000
(1) Steeplechase Dr Extension	3,243	-	-	-
(1) Hilre Drive Extension	153,360	-	219,800	-
(1) Travis St West	883,998	-	-	-
(1) Park Ave Realignment	1,753,397	-	121,135	-
(1) Bridges-Center/McGee	62,390	-	584,921	638,000
(5) Bridge-S. Travis	-	600,000	-	-
(1) TxDOT 1417 & W. Travis Intersection	2,500	-	1,040	-
(1) Lamberth Rd Thoroughfare	375	500,000	474,770	-
(6) Lamberth Rd Thoroughfare	-	-	-	4,600,000
(1) Taylor St Extension Eng & ROW/McGee St Ext	1,405	540,000	1,545,366	-
(1) Ramp Resersal Northbound 75 at FM 1417	33,084	-	-	-
(1) Friendship ROW 56 to Lamberth	105	600,000	579,400	
(6) Friendship ROW 56 to Lamberth	-	-	-	1,750,000
(2) Flanary Rd and Progress Dr Ext/Imp	2,940	-	-	-
(2) Progress Dr - Progress Rail to Flanary	-	-	-	2,100,000
(2) Flanary - FM 1417 to Progress Dr.	-	-	-	3,900,000
(2) Flanary-2,175' S of Progress to Shepherd	-	-	-	600,000
(3) UB Remodel	2,200	-	-	-
(3) Quail Run Park	250,000	-	-	-
(3) Police Firing Range	5,036	-	-	-
(3) Renovate Cemetery & Maint Bldg	27,703	-	-	-
(3) Self check-out stations RFID	39,126	-	-	-
(3) (Necessity) Station No. 1 roof replacement	55,900	-	-	-
(3) New police station - site and design	842,487	-	-	-
(3) Land Sale at W. Travis & FM 1417	6,178	-	1,947	-
(3) Central Fire Brick Repair	3,500	-	-	-
(3) Auditorium Chiller	-	-	188,000	-
(3) Bel Air Blvd Construction Ph I	92,998	-	1,407,002	-
(3) Recreation Center Study	-	40,000	40,000	-
(3) Call Recording Software	-	70,000	70,000	-
(3) FM 1417 signal at Bel Air Blvd Design	-	75,000	75,000	-
(3) MLK Restrooms (partial CDBG funded $240,000)	-	90,000	90,000	-
(3) Comprehensive Master Plan	-	100,000	100,000	-
(3) Watchguard video evidence platform	193,586	100,790	100,790	92,796
(3) Re-construct San Miguel cul-de-sac	-	110,000	110,000	-
(3) Fairview Basketball	-	150,000	150,000	-
(3) Airport Pavement Maintenance-City match	-	182,500	-	182,500
(3) Replace Fiber from Muni to PD	-	235,000	-	-
(3) Expand Fairview tennis courts; pickleball	-	240,000	340,000	-

	Actual 2020-2021	Adjusted Budget 2021-2022	Projected 2021-2022	Requested 2022-2023
(3) Pecan Grove West shading	-	270,000	270,000	-
(3) Beach Club Blvd design	-	300,000	300,000	-
(6) Beach Club Blvd Construction	-	-	-	2,600,000
(3) Emergency Backup Generators at Sta 3 & 5	-	-	-	125,000
(3) Replace Animal Services Storage Bldg	-	-	-	42,000
(3) Design of Dog Bldg	-	-	-	10,000
(4) Sign Table	-	17,500	17,795	-
(4) Additional Parking Sta 2	-	20,000	-	-
(4) Latex Printer Sign Shop	-	20,500	18,165	-
(4) Privacy Fence Sta 3	-	25,000	25,000	-
(4) Front Fence & Gate for Sta 5.5	-	35,000	15,000	-
(3) Enclose Carport Sta. 5.5	-	-	14,800	-
(4) Pecan Grove West Electrical Upgrade	-	35,000	21,369	-
(4) Wanco Message Boards	-	37,000	34,082	-
(4) Trail Development The Grove	-	50,000	50,000	-
(4) Bay Doors at Sta 1,2,3, & 5	-	94,000	94,000	-
(5) Shepherd Rd Design	-	330,000	330,000	-
(6) Shepherd Dr Construction	-	-	-	8,600,000
(5) FM 1417 design/ROW - SH 56 to W. Travis	-	1,500,000	-	1,646,090
(6) FM 1417 design/ROW - SH 56 to W. Travis	-	-	-	1,653,910
(5) Bel Air Blvd Construction Ph II	-	1,500,000	-	1,500,000
(5) New police HQ - Construction	527,568	17,250,000	8,361,216	8,361,216
(5) Major Street Rebuilds	-	1,000,000	1,500,000	-
(6) Combine Fire Sta. 1 & 2	-	-	-	2,000,000
(6) Public Safety Training Facility Design	-	-	-	250,000
(6) Ballfield and Trail Lighting at PGW	-	-	-	1,350,000
(6) Electrical at PGW	-	-	-	175,000
(6) Trail Lighting and Restroom and PGE	-	-	-	650,000
(6) Northcreek Subdivision Park	-	-	-	500,000
(6) Restroom and Concession at Fairview Park	-	-	-	500,000
(6) Asphalt Pump Track at Binkley Park	-	-	-	350,000
(6) Design "Shark Tooth Park"	-	-	-	150,000
(6) Master Plan Trail Construction	-	-	-	750,000
(6) Center St Bridge at Post Oak Creek	-	-	-	750,000
(6) Sherman St Improvements	-	-	-	500,000
(6) Hospital Road Construction	-	-	-	750,000
(6) OB Groner - west of FM 1417 Design	-	-	-	500,000
(6) FM 1417 Design/ROW - Hwy 75 to RR	-	-	-	550,000
(6) McGee St Bridge Design	-	-	-	150,000
(6) Land for Future City Facilities	-	-	-	2,000,000
(7) Outdoor Chapel	-	-	-	45,000
(6) Blanton St Drainage-Birge to McGee	-	-	-	500,000
(6) Flanary Rd Alignment Study	-	-	254,185	-
(6) CIP Crew	-	-	-	375,086
(6) Transfers Out	-	-	-	224,914
Total Expenditures	7,166,489	30,626,758	20,760,431	54,221,512
Excess Revenues over Expenditures	26,738,672	(28,573,758)	(18,726,431)	(14,751,512)
Ending Fund Balance	$ 36,395,135	$ 3,024,723	$ 17,668,704	$ 2,917,192
(1) Pre-2021 CO	5,117,267	1,649,468	3,554,724	638,000
(2) SEDCO funded	2,940	-	-	6,600,000
(3) Land-sale funded/General Fund Transfer	1,518,714	1,963,290	3,257,539	452,296
(4) 2021 Tax Notes	-	334,000	275,411	-
(5) 2021 CO/Impact Fees	527,568	24,480,000	13,418,572	11,507,306
(6) 2023 CO/Impact Fees	-	2,200,000	254,185	34,978,910
(7) 2023 Tax Notes	-	-	-	45,000
Total Projects FY2023	7,166,489	30,626,758	20,760,431	54,221,512

City of Sherman
UTILITY IMPROVEMENT FUND
2022-2023 Annual Budget

	Actual 2020-2021	Budget 2021-2022	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 2,101,100	$ 870,541	$ 1,545,528	$ 141,416
Revenues				
Intergovernmental	315,076	-	103,782	-
Interest Income	4,339	12,000	10,000	10,000
Miscellaneous Revenue	-	-	-	-
Transfers In	-	825,000	-	1,600,000
Grant Revenue	457	4,675,000	6,030,750	1,843,000
Total Revenues	319,872	5,512,000	6,144,532	3,453,000
Total Funds Available	2,420,972	6,382,541	7,690,060	3,594,416
(1) Aeration Basin Upgrade & Biological Clarifier Rehab	10,332	-	-	-
(1) Brine Disposal Line	350	-	-	3,000,000
(1) Water crossing under 75 at Choctaw	10,156	-	-	-
(1) WWTP Control Building Expansion Engineering	5,250	-	-	-
(1) Moore St Sewer (through Munson Dev) (SISD $400m)	41,433	-	-	-
(1) Legacy Waterline - Engineering	143,485	-	-	-
(1) Marilee SUD	1,367	-	-	2,000,000
(1) Texoma Pkwy sewer overflow relief	17,301	-	13,375	-
(1) Laboratory facility expansion - design and engineering	8,550	-	-	-
(1) Preston Club Water Line	1,633	-	3,000	-
(1) High Country Estates Water	1,443	-	-	-
(1) Replace EDR process with RO at WTP (Engineering)	-	50,000	-	-
(1) Replace inverted siphon sewer line (Eng)	-	65,000	-	-
(1) Refurbish Rex Cruz EST-Eng	-	75,000	-	-
(1) Security Upgrades at WWTP	-	100,000	-	-
(1) Backwash tank at WTP	-	250,000	-	-
(1) Refurbish flocculation/sedimentation basin at WTP	-	250,000	27,471	-
(1) Replace Southside industrial sewer	-	250,000	-	-
(1) Concentrate Disposal Phase II Yr 1	-	400,000	-	-
(1) WWTP Main Switchgear & Electrical Upgrade	-	500,000	-	-
(1) Post Oak Creek Sanitary Sewer Improvements	-	600,000	-	-
(1) WWTP Control Building Expansion-Construction	-	1,260,000	-	-
(1) Northwest Sewer	35,754	1,823,000	-	-
(1) Bel Air Blvd Utiities Ph I	-	300,000	-	-
(1) Shepherd Utilities	-	400,000	6,493	-
(1) WTP Backup Generator - Engineering	138,000	-	34,043	-
(1) WWTP Backup Generator Engineering	89,600	-	22,400	-
(1) Legacy Waterline - Ph I	-	400,000	-	-
(1) Texoma Pump Station Backup Generator	-	900,000	-	-
(1) Legacy Waterline - Construction Ph II & III	-	1,500,000	-	-
(1) Construction-36" Water Line WTP to Shepherd	-	-	-	42,000,000
(1) Construction 36" Water Line Future Friendship ROW				16,000,000
(1) Increase UF/RO capacity by 5 MGD				11,000,000
(1) WWTP Electrical System Switchgear, ATS, Generator				6,410,000
(1) Southside Industrial Sewer Replacement				5,500,000
(1) Upsize Raw Water Pump Station #1 to 25 MGD				5,100,000
(1) Increase Clearwell High Service Pump to 25 MGD				5,000,000
(1) Lab Expansion Construction				3,200,000
(1) Downtown Sewer Line Replacements Ph I				3,000,000
(1) Emergency Backup Generator at LTPS				2,600,000
(1) Bel Air Blvd Phase II-20" surface water line				2,220,000
(1) Crossroads Sewer for Hospital				1,200,000
(1) WWTP Enhanced Treatment System Design				1,200,000
(1) SE Sewer Line-Rosedale to First				1,000,000
(1) WWTP Project Management				1,000,000
(1) Reservoir Pump Station				800,000
(1) Heritage Ranch Sewer				750,000
(1) Upsize Sewer W of Industrial Park				570,000
(1) Shepherd Place Utilities				530,000
(1) Rex Cruz EST Rehab				420,000
(1) Shepherd EST				400,000
(1) Fairview GST 6" Balance Line				170,000

(2) Replace Texoma Pkwy 12" water line	-	2,500,000	2,500,000	-
(2) Ida Road ground storage tank repair	-	3,000,000	983,000	-
(2) Heritage Ranch Lift Station	-	1,000,000	-	-
(2) WTP Land purchase	-	-	2,547,750	-
(2) WTP Backup Generator Construction	-	1,000,000	-	1,640,000
(2) Modular Office-Water Quality				203,000
(3) AWIA Security Upgrades @ WTP	-	200,000	200,000	-
(3) Dos Lagos	13,210	-	-	-
(3) WWTP Fencing/Gate Repairs	4,705	-	70,000	-
(3) Primary Clarifier #1 Rehab Engineering	14,691	-	9,419	-
(3) Center St. Utility Relocation on Hwy 75	8	-	-	-
(3) WWTP Fine Screen Rehab	-	-	50,000	-
(3) Upgrade High Country Estates water system	58,611	-	-	-
(3) Abandon old wells/pumps at High Country and Preston Club	25,277	-	-	-
(3) WTP Flow Meter Improvement	76,750	-	100,000	-
(3) Texoma Pkwy 12" main engineering	137,414	-	142,870	-
(3) Brine Line Phase II Engineering (City Funds)	40,125	-	8,000	-
(3) Abandon GST & pump station - High Country & Preston Club	-	50,000	50,000	-
(3) Upgrade water system at High Country	-	60,000	60,000	-
(3) Yearly Stream Bank Stabilization	-	100,000	100,000	-
(3) WWTP Headworks Pump	-	145,000	145,000	-
(3) Utility oversizing/annual replacements	-	200,000	200,000	250,000
(3) Lamberth Rd box culvert and manhole replacement	-	-	65,823	-
(3) Arapaho Sewer			210,000	
(3) WWTP Equalization basin blower bldg design	-	-	-	200,000
(3) Annual line replacements	-	-	-	102,000
(3) Lead & Copper Rule Revision		-		63,000
(3) Phase II High Country Water		-		60,000
(3) Lift Station Flow Metering & SCADA		-		60,000
GTUA Funding	-	(9,123,000)	-	(115,070,000)
Total Expenditures	875,444	8,255,000	7,548,644	2,578,000
Excess Revenues over Expenditures	(555,572)	(2,743,000)	(1,404,112)	875,000
Ending Fund Balance	$ 1,545,528	$ (1,872,459)	$ 141,416	$ 1,016,416

(1) GTUA Funding	115,070,000
(2) Grant Funded	1,843,000
(3) Utility Fund	735,000
(4) Impact Fees	-
Total Projects FY2022	117,648,000

City of Sherman
STREET REVOLVING FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 460,084	$ 461,770	$ 413,070
Revenues			
Sales & Service	-	-	-
Interest Income	1,686	1,300	2,000
Total Revenues	1,686	1,300	2,000
Total Funds Available	461,770	463,070	415,070
Expenditures			
Capital Expenses	-	50,000	100,000
	-	50,000	100,000
Ending Fund Balance	$ 461,770	$ 413,070	$ 315,070

City of Sherman
TIRZ #2 CONSTRUCTION FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 370,658	$ 528,688	$ 679,377
Revenues			
Property Tax	190,475	194,189	273,488
Interest Income	1,755	1,500	1,500
Total Revenues	192,230	195,689	274,988
Total Funds Available	562,888	724,377	954,365
Expenditures:			
Capital Expenses	34,199	45,000	600,000
Transfers Out	-	-	200,000
Total Expenditures	34,199	45,000	800,000
Excess Revenues over Expenditures	158,030	150,689	(525,012)
Ending Fund Balance	$ 528,688	$ 679,377	$ 154,365

City of Sherman
TIRZ #3 CONSTRUCTION FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 33,826	$ 15,478	$ 1,290
Revenues			
Property Tax	181,278	185,772	226,721
Interest Income	374	40	50
Total Revenues	181,652	185,812	226,771
Total Funds Available	215,478	201,290	228,061
Expenditures			
Capital Expenses	200,000	200,000	185,000
Transfers Out	-	-	-
Total Expenditures	200,000	200,000	185,000
Excess Revenues over Expenditures	(18,348)	(14,188)	41,771
Ending Fund Balance	$ 15,478	$ 1,290	$ 43,061

City of Sherman
REGIONAL DETENTION FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 381,358	$ 382,840	$ 265,040
Revenues			
Sales & Service	-	-	20,000
Interest Income	1,482	1,200	1,200
Total Revenues	1,482	1,200	21,200
Total Funds Available	382,840	384,040	286,240
Expenditures			
Capital Expenses	-	-	200,000
Transfers Out	-	119,000	-
Total Expenditures	-	119,000	200,000
Excess Revenues over Expenditures	1,482	(117,800)	(178,800)
Ending Fund Balance	$ 382,840	$ 265,040	$ 86,240

City of Sherman
TIRZ #5 CONSTRUCTION FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 611,156	$ 208,201	$ 59,511
Revenues			
Property Tax	67,359	70,665	76,460
Intergovernmental	64,970	67,645	90,138
Interest Income	3,715	2,000	2,000
Total Revenues	136,045	140,310	168,598
Total Funds Available	747,201	348,511	228,109
Expenditures			
Capital Expenses	250,000	-	-
Transfers Out	289,000	289,000	289,200
Total Expenditures	539,000	289,000	289,200
Excess Revenues over Expenditures	(402,955)	(148,690)	(120,602)
Ending Fund Balance	$ 208,201	$ 59,511	$ (61,091)

City of Sherman
TIRZ #6 CONSTRUCTION FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 1,202,906	$ 1,032,953	$ 866,381
Revenues			
Property Tax	26,164	28,319	27,995
Intergovernmental	25,237	27,109	27,943
Interest Income	4,646	4,000	4,000
Total Revenues	56,047	59,428	59,938
Total Funds Available	1,258,953	1,092,381	926,319
Expenditures			
Capital Expenses	-	-	700,000
Transfers Out	226,000	226,000	225,400
Total Expenditures	226,000	226,000	925,400
Excess Revenues over Expenditures	(169,953)	(166,572)	(865,462)
Ending Fund Balance	$ 1,032,953	$ 866,381	$ 919

City of Sherman
TIRZ #7 CONSTRUCTION FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ (10,347)	$ (103,240)	$ (200,270)
Revenues			
Property Tax	49,217	41,318	45,625
Intergovernmental	47,472	39,552	42,716
Interest Income	163	100	100
Transfers In	-	-	-
Total Revenues	96,852	80,970	88,441
Total Funds Available	86,505	(22,270)	(111,829)
Expenditures			
Capital Expenses	11,745	-	-
Transfers Out	178,000	178,000	177,400
Total Expenditures	189,745	178,000	177,400
Excess Revenues over Expenditures	(92,893)	(97,030)	(88,959)
Ending Fund Balance	$ (103,240)	$ (200,270)	$ (289,229)

City of Sherman
ROADWAY IMPACT FEES ZONE #1
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ -	$ -	$ 5,000
Revenues			
Interest Income	-	-	-
Sales & Service	-	5,000	10,000
Total Revenues	-	5,000	10,000
Total Funds Available	-	5,000	15,000
Expenditures			
Capital Expenses	-	-	-
Transfers Out	-	-	-
Total Expenditures	-	-	-
Excess Revenues over Expenditures	-	5,000	10,000
Ending Fund Balance	$ -	$ 5,000	$ 15,000

City of Sherman
ROADWAY IMPACT FEES ZONE #2
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ -	$ -	$ 100,000
Revenues			
Interest Income	-	-	-
Sales & Service	-	100,000	200,000
Total Revenues	-	100,000	200,000
Total Funds Available	-	100,000	300,000
Expenditures			
Capital Expenses	-	-	-
Transfers Out	-	-	-
Total Expenditures	-	-	-
Excess Revenues over Expenditures	-	100,000	200,000
Ending Fund Balance	$ -	$ 100,000	$ 300,000

City of Sherman
ROADWAY IMPACT FEES ZONE #3
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ -	$ 1,056	$ 41,056
Revenues			
Interest Income	-	-	-
Sales & Service	1,056	40,000	100,000
Total Revenues	1,056	40,000	100,000
Total Funds Available	1,056	41,056	141,056
Expenditures			
Capital Expenses	-	-	-
Transfers Out	-	-	-
Total Expenditures	-	-	-
Excess Revenues over Expenditures	1,056	40,000	100,000
Ending Fund Balance	$ 1,056	$ 41,056	$ 141,056

City of Sherman
ROADWAY IMPACT FEES ZONE #4
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ -	$ -	$ 30,000
Revenues			
Interest Income	-	-	-
Sales & Service	-	30,000	60,000
Total Revenues	-	30,000	60,000
Total Funds Available	-	30,000	90,000
Expenditures			
Capital Expenses	-	-	-
Transfers Out	-	-	-
Total Expenditures	-	-	-
Excess Revenues over Expenditures	-	30,000	60,000
Ending Fund Balance	$ -	$ 30,000	$ 90,000

City of Sherman
WATER IMPACT FEES
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ -	$ -	$ 120,000
Revenues			
Interest Income	-	-	-
Sales & Service	-	120,000	1,250,000
Total Revenues	-	120,000	1,250,000
Total Funds Available	-	120,000	1,370,000
Expenditures			
Capital Expenses	-	-	-
Transfers Out	-	-	1,000,000
Total Expenditures	-	-	1,000,000
Excess Revenues over Expenditures	-	120,000	250,000
Ending Fund Balance	$ -	$ 120,000	$ 370,000

City of Sherman
SEWER IMPACT FEES
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ -	$ -	$ 60,000
Revenues			
Interest Income	-	-	-
Sales & Service	-	60,000	625,000
Total Revenues	-	60,000	625,000
Total Funds Available	-	60,000	685,000
Expenditures			
Capital Expenses	-	-	-
Transfers Out	-	-	600,000
Total Expenditures	-	-	600,000
Excess Revenues over Expenditures	-	60,000	25,000
Ending Fund Balance	$ -	$ 60,000	$ 85,000

City of Sherman
DEBT SERVICE FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 88,025	$ 58,714	$ 61,367
Revenues			
Property Tax	4,338,051	5,740,000	6,976,388
Sales Tax	-	-	-
Transfers In	1,070,645	1,069,000	1,074,000
Interest Income	0	-	-
Miscellaneous Revenue	2,576	-	-
Total Revenues	5,411,273	6,809,000	8,050,388
Total Funds Available	5,499,298	6,867,714	8,111,755
Expenditures			
Debt Service	5,435,930	6,801,847	8,045,334
Services & Charges	4,500	4,500	7,000
Transfers Out	154	-	-
Total Expenditures	5,440,584	6,806,347	8,052,334
Excess Revenues over Expenditures	(29,311)	2,653	(1,946)
Ending Fund Balance	$ 58,714	$ 61,367	$ 59,421

City of Sherman
TIRZ #1 DEBT SERVICE FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 363,841	$ 377,204	$ 378,507
Revenues			
Property Tax	324,998	321,717	332,599
Interest Income	2,118	1,200	1,200
Total Revenues	327,116	322,917	333,799
Total Funds Available	690,957	700,121	712,306
Expenditures			
Debt Service	313,553	321,414	323,378
Services & Charges	200	200	200
Total Expenditures	313,753	321,614	323,578
Excess Revenues over Expenditures	13,363	1,303	10,221
Ending Fund Balance	$ 377,204	$ 378,507	$ 388,728

City of Sherman
STORMWATER FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 1,722,589	$ 1,524,698	$ 105,867
Revenues			
Sales & Service	448,520	450,000	452,000
Fines & Penalties	-	5,000	5,000
Grant Revenue	-	1,718	-
Interest Income	920	1,000	1,000
Total Revenues	449,440	457,718	458,000
Total Funds Available	2,172,029	1,982,416	563,867
Expenditures			
Personnel	77,656	77,660	123,340
Supplies	7,178	4,109	4,109
Repair & Maintenance	29,900	61,500	62,750
Information Technology	2,127	3,510	1,740
Services & Charges	7,000	3,540	3,540
Capital Expenses	254,470	1,450,000	-
Vehicle Usage	-	7,230	8,300
Transfers Out	269,000	269,000	273,000
Fleet Services & Charges	-	-	-
Total Expenditures	647,331	1,876,549	476,779
Excess Revenues over Expenditures	(197,891)	(1,418,831)	(18,779)
Ending Fund Balance	$ 1,524,698	$ 105,867	$ 87,088

City of Sherman
EMERGENCY 9-1-1 FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 322,985	$ 437,935	$ 290,623
Revenues			
Sales & Service	299,418	300,000	300,000
Interest Income	952	1,000	1,000
Total Revenues	300,370	301,000	301,000
Total Funds Available	623,355	738,935	591,623
Expenditures			
Personnel	108,465	108,312	108,310
Supplies	-	-	-
Repair & Maintenance	93	-	-
Services & Charges	76,862	180,000	180,673
Capital Expenses	-	160,000	-
Total Expenditures	185,420	448,312	288,983
Excess Revenues over Expenditures	114,950	(147,312)	12,017
Ending Fund Balance	$ 437,935	$ 290,623	$ 302,640

City of Sherman
COURT SECURITY & TECHNOLOGY FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 58,265	$ 62,114	$ 83,864
Revenues			
Fines & Penalties	29,011	30,250	30,250
Interest Income	199	200	100
Total Revenues	29,210	30,450	30,350
Total Funds Available	87,475	92,564	114,214
Expenditures			
Supplies	528	6,300	5,000
Repair & Maintenance	23,092	600	372
Services & Charges	1,742	1,800	3,700
Capital Expenses	-	-	-
Total Expenditures	25,362	8,700	9,072
Excess Revenues over Expenditures	3,849	21,750	21,278
Ending Fund Balance	$ 62,114	$ 83,864	$ 105,142

City of Sherman
PARKS PRIDE FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 19,813	$ 17,786	$ 8,311
Revenues			
Miscellaneous Revenue	21,648	22,500	21,500
Interest Income	107	25	25
Total Revenues	21,755	22,525	21,525
Total Funds Available	41,568	40,311	29,836
Expenditures			
Services & Charges	7,397	32,000	20,000
Capital Expenses	16,386	25,705	-
Total Expenditures	23,782	57,705	20,000
Excess Revenues over Expenditures	(2,027)	(35,180)	1,525
Ending Fund Balance	$ 17,786	$ 8,311	$ 9,836

City of Sherman
POLICE PRIDE FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 8,038	$ 16,648	$ 22,698
Revenues			
Miscellaneous Revenue	10,398	10,000	10,500
Interest Income	48	50	50
Total Revenues	10,446	10,050	10,550
Total Funds Available	18,484	26,698	33,248
Expenditures			
Supplies	-	-	-
Services & Charges	1,836	4,000	5,000
Capital Expenses	-	-	18,000
Total Expenditures	1,836	4,000	23,000
Excess Revenues over Expenditures	8,610	6,050	(12,450)
Ending Fund Balance	$ 16,648	$ 22,698	$ 10,248

City of Sherman
DONATIONS FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 5,687	$ 7,997	$ 5,022
Revenues			
Miscellaneous Revenue	11,212	12,000	12,000
Interest Income	33	25	25
Total Revenues	11,245	12,025	12,025
Total Funds Available	16,932	20,022	17,047
Expenditures			
Supplies	8,935	15,000	15,000
Excess Revenues over Expenditures	2,310	(2,975)	(2,975)
Ending Fund Balance	$ 7,997	$ 5,022	$ 2,047

City of Sherman
HOTEL/MOTEL TAX FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ (46,190)	$ 8,755	$ 137,761
Revenues			
Hotel-Motel Taxes	608,253	689,000	733,000
Fines & Penalties	2	-	-
Miscellaneous Revenue	250	-	-
Interest Income	2	20	-
Sales & Service	69,222	65,000	70,000
Rentals	15,875	24,000	24,000
Grant Revenue	2,406	5,886	-
Transfers In	210,000	260,000	-
Total Revenues	906,010	1,043,906	827,000
Total Funds Available	859,820	1,052,661	964,761
Expenditures			
Personnel	202,586	225,710	232,800
Supplies	15,814	27,550	17,600
Repair & Maintenance	18,243	25,000	34,000
Utilities	35,441	27,570	30,720
Information Technology	3,191	15,770	15,590
Services & Charges	467,299	486,300	443,600
Vehicle Usage	-	-	13,510
Capital Expenses	-	-	-
Transfers Out	108,490	107,000	109,000
Total Expenditures	851,065	914,900	896,820
Excess Revenues over Expenditures	54,945	129,006	(69,820)
Ending Fund Balance	$ 8,755	$ 137,761	$ 67,941

City of Sherman
DRUG ENFORCEMENT FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 205,702	$ 215,820	$ 115,351
Revenues			
Fines & Penalties	17,500	100,000	100,000
Interest Income	544	400	400
Total Revenues	18,044	100,400	100,400
Total Funds Available	223,746	316,220	215,751
Expenditures			
Supplies	3,599	6,100	80,700
Repair & Maintenance	-	-	27,000
Services & Charges	4,328	4,000	5,000
Capital Expenses	-	190,769	-
Fleet Services & Charges	-	-	-
Total Expenditures	7,927	200,869	112,700
Excess Revenues over Expenditures	10,118	(100,469)	(12,300)
Ending Fund Balance	$ 215,820	$ 115,351	$ 103,051

City of Sherman
MUNICIPAL AIRPORT FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 153,381	$ 58,747	$ 3,397
Revenues			
Interest Income	524	250	250
Rentals	90,376	131,000	134,000
Sales & Service	375,303	425,000	425,000
Grant Revenue	19,304	50,000	50,000
Miscellaneous Revenue	-	-	-
Total Revenues	485,506	606,250	609,250
Total Funds Available	638,887	664,997 -	612,647
Expenditures			
Supplies	357,612	396,200	396,250
Repair & Maintenance	7,223	19,170	8,995
Services & Charges	84,441	135,820	86,105
Utilities	14,612	10,410	11,490
Vehicle Usage	-	-	-
Capital Expenses	116,252	100,000	100,000
Total Expenditures	580,140	661,600	602,840
Excess Revenues over Expenditures	(94,634)	(55,350)	6,410
Ending Fund Balance	$ 58,747	$ 3,397	$ 9,807

City of Sherman
EMPLOYEE INSURANCE FUND
2022-2023 Annual Budget

	Actual 2020-2021	Budget 2021-2022	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 122,163	$ 374,093	$ 511,656	$ 310,306
Revenues				
Employer Contributions	4,303,701	4,294,170	4,443,150	4,847,750
Employee Contributions	963,713	960,000	975,000	975,000
Retiree Contributions	213,089	211,000	200,000	200,000
COBRA Contributions	885	-	5,000	2,000
Miscellaneous Revenue	-	-	-	-
Interest Income	2,406	-	2,500	2,500
Total Revenues	5,483,794	5,465,170	5,625,650	6,027,250
Total Funds Available	5,605,957	5,839,263	6,137,306	6,337,556
Expenditures				
Health Insurance Claims	4,018,305	4,300,000	4,665,000	4,929,000
Administration & Premiums	1,039,769	1,125,000	1,125,000	1,233,000
Life Insurance Premiums	36,227	42,000	37,000	43,000
Transfers Out	-	-	-	-
Total Expenditures	5,094,301	5,467,000	5,827,000	6,205,000
Excess Revenues over Expenditures	389,493	(1,830)	(201,350)	(177,750)
Ending Fund Balance	$ 511,656	$ 372,263	$ 310,306	$ 132,556

City of Sherman
INFORMATION TECHNOLOGY FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 101,433	$ 125,564	$ 141,128
Revenues			
Technology Services:			
General Fund	715,897	1,180,775	1,259,265
Stormwater	2,127	3,510	1,740
Tourism	3,191	15,770	15,590
Equipment Services Fund	32,976	52,570	60,630
Utility Fund	203,174	332,940	332,630
Solid Waste Fund	57,442	98,120	100,470
Interest Income	230	200	-
Grant Revenue	-	15,064	-
Miscellaneous Revenue	4,325	300	-
Total Revenues	1,019,362	1,699,249	1,770,325
Total Funds Available	1,120,796	1,824,813	1,911,453
Expenditures			
Personnel	600,473	829,800	1,003,640
Supplies	53,068	76,409	76,547
Repair & Maintenance	132,463	183,545	173,113
Utilities	38,463	42,620	54,230
Services & Charges	68,281	323,382	284,294
Capital Expenses	102,483	227,929	178,500
Total Expenditures	995,232	1,683,685	1,770,324
Excess Revenues over Expenditures	24,131	15,564	1
Ending Fund Balance	$ 125,564	$ 141,128	$ 141,129

City of Sherman
EQUIPMENT SERVICES FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 5,353	$ (3,984)	$ 67,065
Revenues			
Internal Service Revenue	3,506,623	3,999,647	4,374,490
Interest Income	-	-	-
Grant Revenue	-	26,719	-
Miscellaneous Revenue	-	600	-
Total Revenues	3,506,623	4,026,966	4,374,490
Total Funds Available	3,511,976	4,022,982	4,441,555
Expenditures			
Personnel	999,317	1,103,090	1,209,950
Supplies	798,926	1,179,675	1,276,649
Repair & Maintenance	1,304,490	1,225,318	1,354,439
Utilities	16,141	14,940	16,000
Information Technology	32,976	52,570	60,630
Services & Charges	336,693	327,324	357,259
Capital Expenses	27,416	53,000	11,000
Fleet Services & Charges	-	-	75,000
Vehicle Usage	-	-	-
Total Expenditures	3,515,960	3,955,917	4,360,927
Excess Revenues over Expenditures	(9,337)	71,049	13,563
Ending Fund Balance	$ (3,984)	$ 67,065	$ 80,628

City of Sherman
FLEET REPLACEMENT FUND
2022-2023 Annual Budget

	Actual 2020-2021	Adjusted Budget 2021-2022	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ (244,409)	$ 1,767,693	$ 1,421,678	$ 86,427
Revenues				
Fleet Replacement Revenue	1,612,036	1,865,386	2,313,454	2,213,380
Property Tax	400,949	-	698,333	1,472,000
Interest Income	1,552	200	2,500	-
Debt Proceeds	1,980,000	1,434,352	1,758,688	4,873,103
Miscellaneous Revenue	187,586	-	-	-
Total Revenues	4,182,123	3,299,938	4,772,975	8,558,483
Total Funds Available	3,937,715	5,067,631	6,194,653	8,644,910
Expenditures				
Debt Service	758,985	758,984	1,456,768	2,230,185
Supplies	-	-	8,652	-
Services & Charges	32,731	-	-	-
Capital Expenses	1,724,321	4,006,627	4,642,806	6,327,498
Total Expenditures	2,516,037	4,765,611	6,108,226	8,557,683
Excess Revenues over Expenditures	1,666,087	(1,465,673)	(1,335,251)	800
Ending Fund Balance	$ 1,421,678	$ 302,020	$ 86,427	$ 87,227

BUDGET FY22/23

FUND	DETAILS	*Expense TRANSFER FROM* Debit	*Revenue TRANSFER TO* Credit
100	From fund 700 5% franchise, admin cost		$ 2,775,000.00
	From fund 790, dept 243, 244		$ 912,000.00
	From 790, CSW truck debt service		$ 185,716.00
	From 700, Utility equip debt service		$ 152,112.00
	From fund 222, CIP crew		$ 224,914.00
100	To fund 222, capital projects	$ 375,000.00	
222	To fund 100, capital projects	$ 224,914.00	
	To fund 100, capital projects		$ 375,000.00
241	To fund 300, debt service	$ 289,200.00	
242	To fund 300, debt service	$ 225,400.00	
243	To fund 300, debt service	$ 177,400.00	
300	From fund 420, debt service		$ 273,000.00
	From fund 241, debt service		$ 289,200.00
	From fund 242, debt service		$ 225,400.00
	From fund 243, debt service		$ 177,400.00
	From fund 460, debt service		$ 109,000.00
330	To Fund 700, downtown imp debt service	$ 200,000.00	
420	To fund 300, debt service	$ 273,000.00	
460	To fund 300, debt service	$ 109,000.00	
	From fund 100, fund balance		
700	To fund 100 5% franchise, admin cost	$ 2,775,000.00	
700	From fund 790, admin cost		$ 206,000.00
	From fund 330, downtown imp debt service		$ 200,000.00
700	To fund 100, utility equip debt service	$ 152,112.00	
750	To fund 770, capital improvements	$ 1,000,000.00	
751	To fund 770, capital improvements	$ 600,000.00	
770	From fund 750 & 751, capital improvements		$ 1,600,000.00
790	To fund 100 8% franchise, admin cost RSW	$ 251,000.00	
790	To fund 100 8% franchise, admin cost CSW	$ 661,000.00	
790	To fund 700 admin cost	$ 206,000.00	
790	To fund 100, CSW truck debt service	$ 185,716.00	
	TOTALS	$ 7,704,742.00	$ 7,704,742.00
			$ -

City of Sherman

Property Tax Historical Summary

Fiscal Year	Estimated Taxable Value (in 000)	Tax Levy (in 000)	Total Collections (in 000)	Property Tax Rate (per $100)
2004	$ 1,515,989	$ 6,064	$ 6,060	$ 0.4000
2005	$ 1,590,950	$ 6,364	$ 6,360	$ 0.4000
2006	$ 1,735,457	$ 6,942	$ 6,939	$ 0.4000
2007	$ 1,886,876	$ 7,548	$ 7,544	$ 0.4000
2008	$ 1,979,001	$ 7,921	$ 7,918	$ 0.4000
2009	$ 2,077,074	$ 6,647	$ 6,642	$ 0.3200
2010	$ 2,201,611	$ 7,045	$ 7,035	$ 0.3200
2011	$ 2,268,236	$ 7,258	$ 7,250	$ 0.3200
2012	$ 2,201,611	$ 7,045	$ 7,037	$ 0.3200
2013	$ 2,268,236	$ 7,258	$ 7,249	$ 0.3200
2014	$ 2,257,117	$ 7,855	$ 7,844	$ 0.3480
2015	$ 2,383,049	$ 8,865	$ 8,853	$ 0.3720
2016	$ 2,530,048	$ 9,412	$ 9,394	$ 0.3720
2017	$ 2,781,252	$ 10,966	$ 10,939	$ 0.3943
2018	$ 2,898,248	$ 12,384	$ 12,306	$ 0.4273
2019	$ 3,129,411	$ 12,924	$ 12,825	$ 0.4273
2020	$ 3,481,853	$ 16,273	$ 16,140	$ 0.4890
2021	$ 3,819,840	$ 17,816	$ 17,381	$ 0.4890
2022	$ 4,918,058	$ 21,930	$ -	$ 0.4699

Total Collections as of 6/30/2022

City of Sherman, Texas

Bonded Debt as of 7/31/22

	(1)				(2)			
	$2,840,000				***$6,970,000***			
	Combination Tax & Tax Increment Revenue				***Tax & Waterworks & Sewer System (Limited Pledge)***			
	2004 Series TIF Zone#1, Certificates of Obligation				***Revenue Certificates of Obligation Series 2016***			
Fiscal Yr	**Coupon**	**Principal**	**Interest**	**TOTAL**	**Coupon**	**Principal**	**Interest**	
2023	4.44%	240,000.00	10,656.00	250,656.00	3.000%	330,000.00	139,412.50	469,412.50
2024		-	-	-	3.000%	340,000.00	129,512.50	469,512.50
2025		-	-	-	3.000%	350,000.00	119,312.50	469,312.50
2026		-	-	-	2.000%	360,000.00	108,812.50	468,812.50
2027		-	-	-	2.000%	370,000.00	101,612.50	471,612.50
2028		-	-	-	2.250%	375,000.00	94,212.50	469,212.50
2029		-	-	-	2.250%	385,000.00	85,775.00	470,775.00
2030		-	-	-	2.375%	390,000.00	77,112.50	467,112.50
2031		-	-	-	2.375%	400,000.00	67,850.00	467,850.00
2032		-	-	-	2.500%	410,000.00	58,350.00	468,350.00
2033		-	-	-	2.500%	420,000.00	48,100.00	468,100.00
2034		-	-	-	2.500%	430,000.00	37,600.00	467,600.00
2035		-	-	-	3.000%	440,000.00	26,850.00	466,850.00
2036		-	-	-	3.000%	455,000.00	13,650.00	468,650.00
2037		-	-	-		-	-	-
2038		-	-	-		-	-	-
2039		-	-	-		-	-	-
2040		-	-	-		-	-	-
2041		-	-	-		-	-	-
2042		-	-	-		-	-	-
2043		-	-	-		-	-	-
2044		-	-	-		-	-	-
2045		-	-	-		-	-	-
2046		-	-	-		-	-	-
2047		-	-	-		-	-	-
2048		-	-	-		-	-	-
2049		-	-	-		-	-	-
2050		-	-	-		-	-	-
2051		-	-	-		-	-	-
		240,000.00	10,656.00	250,656.00		5,455,000.00	1,108,162.50	6,563,162.50

(1) These bonds were issued in 2004 to provide funding for infrastructure development for Sherman Town Center.

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

City of Sherman, Texas
Bonded Debt as of 7/31/22

	(3)				(4)			
		$7,776,530				***$474,557***		
		General Obligation				***TIF #1***		
		Refunding Bonds Series 2017				***Refunding Bonds Series 2017***		
Fiscal Yr	**Coupon**	**Principal**	**Interest**		**Coupon**	**Principal**	**Interest**	
2023	3.00%	716,341.97	186,535.50	902,877.47	3.00%	61,336.98	11,384.80	72,721.78
2024	3.00%	736,341.97	165,103.23	901,445.20	3.00%	61,336.98	10,076.73	71,413.71
2025	4.00%	758,113.05	143,172.53	901,285.58	4.00%	64,565.90	8,738.24	73,304.14
2026	4.00%	795,200.26	113,100.90	908,301.16	4.00%	67,793.86	6,902.88	74,696.74
2027	4.00%	793,151.70	86,333.97	879,485.67		-	-	-
2028	4.00%	828,151.70	54,955.83	883,107.53		-	-	-
2029	4.00%	436,933.75	22,343.71	459,277.46		-	-	-
2030	3.00%	-	1,718.75	1,718.75		-	-	-
2031		-	-	-		-	-	-
2032		-	-	-		-	-	-
2033		-	-	-		-	-	-
2034		-	-	-		-	-	-
2035		-	-	-		-	-	-
2036		-	-	-		-	-	-
2037		-	-	-		-	-	-
2038		-	-	-		-	-	-
2039		-	-	-		-	-	-
2040		-	-	-		-	-	-
2041		-	-	-		-	-	-
2042		-	-	-		-	-	-
2043		-	-	-		-	-	-
2044		-	-	-		-	-	-
2045		-	-	-		-	-	-
2046		-	-	-		-	-	-
2047		-	-	-		-	-	-
2048		-	-	-		-	-	-
2049		-	-	-		-	-	-
2050		-	-	-		-	-	-
2051		-	-	-		-	-	-
		5,064,234.40	773,264.42	5,837,498.82		255,033.72	37,102.65	292,136.37

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

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

City of Sherman, Texas
Bonded Debt as of 7/31/22

	(5) $1,108,913 Auditorium Refunding Bonds Series 2017				(6) $8,760,000 Combination Tax & Revenue Certificates of Obligation Series 2017			
Fiscal Yr	Coupon	Principal	Interest		Coupon	Principal	Interest	
2023	3.00%	82,321.05	26,629.70	108,950.75	5.00%	367,620.10	279,711.73	647,331.83
2024	3.00%	82,321.05	23,570.04	105,891.09	5.00%	386,968.53	261,330.73	648,299.25
2025	4.00%	82,321.05	20,439.23	102,760.28	5.00%	406,316.95	241,982.30	648,299.25
2026	4.00%	92,005.88	16,146.22	108,152.10	5.00%	425,665.38	221,666.45	647,331.83
2027	4.00%	96,848.30	11,616.03	108,464.33	4.00%	447,432.36	200,383.19	647,815.54
2028	4.00%	96,848.30	7,394.17	104,242.47	4.00%	466,780.78	182,485.89	649,266.68
2029	4.00%	101,690.71	3,006.29	104,697.00	3.00%	483,710.66	163,814.66	647,525.32
2030	3.00%	111,375.54	231.25	111,606.79	3.00%	498,221.98	149,303.34	647,525.32
2031		-	-	-	3.13%	512,733.30	134,356.68	647,089.98
2032		-	-	-	3.25%	529,663.17	118,333.77	647,996.94
2033		-	-	-	3.38%	546,593.04	101,119.71	647,712.76
2034		-	-	-	3.38%	565,941.47	82,672.20	648,613.67
2035		-	-	-	3.58%	585,289.90	63,571.67	648,861.57
2036		-	-	-	3.50%	604,638.32	43,086.53	647,724.85
2037		-	-	-	3.50%	626,405.30	21,924.19	648,329.49
2038		-	-	-		-	-	-
2039		-	-	-		-	-	-
2040		-	-	-		-	-	-
2041		-	-	-		-	-	-
2042		-	-	-		-	-	-
2043		-	-	-		-	-	-
2044		-	-	-		-	-	-
2045		-	-	-		-	-	-
2046		-	-	-		-	-	-
2047		-	-	-		-	-	-
2048		-	-	-		-	-	-
2049		-	-	-		-	-	-
2050		-	-	-		-	-	-
2051		-	-	-		-	-	-
		745,731.88	109,032.93	854,764.81		7,453,981.23	2,265,743.04	9,719,724.27

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

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

City of Sherman, Texas

Bonded Debt as of 7/31/22

	(7) $3,900,000 TIRZ #5 Certificates of Obligation Series 2017				(8) $3,050,000 TIRZ #6 Certificates of Obligation Series 2017			
Fiscal Yr	Coupon	Principal	Interest		Coupon	Principal	Interest	
2023	5.00%	163,666.48	124,529.20	288,195.68	5.00%	127,995.58	97,388.22	225,383.80
2024	5.00%	172,280.51	116,345.87	288,626.38	5.00%	134,732.19	90,988.44	225,720.63
2025	5.00%	180,894.53	107,731.85	288,626.38	5.00%	141,468.80	84,251.83	225,720.63
2026	5.00%	189,508.56	98,687.12	288,195.68	5.00%	148,205.41	77,178.39	225,383.80
2027	4.00%	199,199.34	89,211.69	288,411.03	4.00%	155,784.10	69,768.12	225,552.22
2028	4.00%	207,813.36	81,243.72	289,057.08	4.00%	162,520.71	63,536.75	226,057.46
2029	3.00%	215,350.64	72,931.18	288,281.82	3.00%	168,415.24	57,035.93	225,451.17
2030	3.00%	221,811.15	66,470.67	288,281.82	3.00%	173,467.70	51,983.47	225,451.17
2031	3.13%	228,271.67	59,816.33	288,088.00	3.13%	178,520.15	46,779.44	225,299.59
2032	3.25%	235,808.95	52,682.84	288,491.79	3.25%	184,414.69	41,200.68	225,615.37
2033	3.38%	243,346.22	45,019.05	288,365.27	3.38%	190,309.22	35,207.21	225,516.43
2034	3.38%	251,960.24	36,806.12	288,766.36	3.38%	197,045.83	28,784.27	225,830.10
2035	3.58%	260,574.27	28,302.46	288,876.73	3.58%	203,782.44	22,133.97	225,916.41
2036	3.50%	269,188.29	19,182.36	288,370.65	3.50%	210,519.05	15,001.59	225,520.64
2037	3.50%	278,879.07	9,760.77	288,639.84	3.50%	218,097.74	7,633.42	225,731.16
2038		-	-	-		-	-	-
2039		-	-	-		-	-	-
2040		-	-	-		-	-	-
2041		-	-	-		-	-	-
2042		-	-	-		-	-	-
2043		-	-	-		-	-	-
2044		-	-	-		-	-	-
2045		-	-	-		-	-	-
2046		-	-	-		-	-	-
2047		-	-	-		-	-	-
2048		-	-	-		-	-	-
2049		-	-	-		-	-	-
2050		-	-	-		-	-	-
2051		-	-	-		-	-	-
		3,318,553.29	1,008,721.22	4,327,274.50		2,595,278.85	788,871.72	3,384,150.57

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

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

City of Sherman, Texas
Bonded Debt as of 7/31/22

	(9)				(10)			
	$2,400,000 TIRZ #7 Certificates of Obligation Series 2017				***$3,900,000 Stormwater Certificates of Obligation Series 2017A***			
Fiscal Yr	**Coupon**	**Principal**	**Interest**		**Coupon**	**Principal**	**Interest**	
2023	5.00%	100,717.84	76,633.35	177,351.19	4.00%	165,000.00	107,675.00	272,675.00
2024	5.00%	106,018.77	71,597.46	177,616.23	4.00%	170,000.00	101,075.00	271,075.00
2025	5.00%	111,319.71	66,296.52	177,616.23	4.00%	175,000.00	94,275.00	269,275.00
2026	5.00%	116,620.65	60,730.54	177,351.19	4.00%	185,000.00	87,275.00	272,275.00
2027	5.00%	122,584.21	54,899.50	177,483.71	4.00%	190,000.00	79,875.00	269,875.00
2028	5.00%	127,885.15	49,996.13	177,881.28	4.00%	200,000.00	72,275.00	272,275.00
2029	3.00%	132,523.47	44,880.73	177,404.20	3.00%	205,000.00	64,275.00	269,275.00
2030	3.00%	136,499.17	40,905.02	177,404.20	3.00%	210,000.00	58,125.00	268,125.00
2031	3.00%	140,474.88	36,810.05	177,284.93	3.00%	220,000.00	51,825.00	271,825.00
2032	3.13%	145,113.20	32,420.21	177,533.41	3.00%	225,000.00	45,225.00	270,225.00
2033	3.25%	149,751.52	27,704.03	177,455.55	3.00%	230,000.00	38,475.00	268,475.00
2034	3.25%	155,052.46	22,649.92	177,702.37	3.13%	240,000.00	31,575.00	271,575.00
2035	3.38%	160,353.40	17,416.90	177,770.29	3.13%	245,000.00	24,075.00	269,075.00
2036	3.38%	165,654.33	11,804.53	177,458.86	3.13%	255,000.00	16,418.76	271,418.76
2037	3.50%	171,617.89	6,006.63	177,624.52	3.25%	260,000.00	8,450.00	268,450.00
2038				-		-	-	-
2039				-		-	-	-
2040				-		-	-	-
2041				-		-	-	-
2042				-		-	-	-
2043				-		-	-	-
2044				-		-	-	-
2045				-		-	-	-
2046				-		-	-	-
2047				-		-	-	-
2048				-		-	-	-
2049				-		-	-	-
2050				-		-	-	-
2051				-		-	-	-
		2,042,186.64	620,751.52	2,662,938.16		3,175,000.00	880,893.76	4,055,893.76

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

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

City of Sherman, Texas
Bonded Debt as of 7/31/22

	(11) $18,980,000 General Obligation Certificates of Obligation Series 2018				(12) $19,130,000 General Obligation Certificates of Obligation Series 2019			
Fiscal Yr	Coupon	Principal	Interest		Coupon	Principal	Interest	
2023	5.00%	545,000.00	650,006.26	1,195,006.26	5.00%	505,000.00	659,362.50	1,164,362.50
2024	5.00%	570,000.00	622,756.26	1,192,756.26	5.00%	530,000.00	634,112.50	1,164,112.50
2025	5.00%	600,000.00	594,256.26	1,194,256.26	5.00%	555,000.00	607,612.50	1,162,612.50
2026	5.00%	630,000.00	564,256.26	1,194,256.26	5.00%	585,000.00	579,862.50	1,164,862.50
2027	5.00%	660,000.00	532,756.26	1,192,756.26	5.00%	610,000.00	550,612.50	1,160,612.50
2028	5.00%	695,000.00	499,756.26	1,194,756.26	5.00%	645,000.00	520,112.50	1,165,112.50
2029	3.00%	730,000.00	465,006.26	1,195,006.26	3.00%	675,000.00	487,862.50	1,162,862.50
2030	3.00%	750,000.00	443,106.26	1,193,106.26	4.00%	710,000.00	454,112.50	1,164,112.50
2031	3.00%	775,000.00	420,606.26	1,195,606.26	4.00%	735,000.00	425,712.50	1,160,712.50
2032	3.13%	795,000.00	397,356.26	1,192,356.26	4.00%	765,000.00	396,312.50	1,161,312.50
2033	3.25%	820,000.00	372,512.50	1,192,512.50	4.00%	795,000.00	365,712.50	1,160,712.50
2034	3.25%	850,000.00	345,862.50	1,195,862.50	3.00%	830,000.00	333,912.50	1,163,912.50
2035	3.38%	875,000.00	318,237.50	1,193,237.50	3.00%	855,000.00	309,012.50	1,164,012.50
2036	3.38%	905,000.00	288,706.26	1,193,706.26	3.00%	880,000.00	283,362.50	1,163,362.50
2037	3.50%	935,000.00	258,162.50	1,193,162.50	3.00%	905,000.00	256,962.50	1,161,962.50
2038	3.50%	970,000.00	225,437.50	1,195,437.50	3.00%	935,000.00	229,812.50	1,164,812.50
2039	3.50%	1,005,000.00	191,487.50	1,196,487.50	3.13%	960,000.00	201,762.50	1,161,762.50
2040	3.50%	1,040,000.00	156,312.50	1,196,312.50	3.25%	990,000.00	171,762.50	1,161,762.50
2041	3.50%	1,075,000.00	119,912.50	1,194,912.50	3.25%	1,025,000.00	139,587.50	1,164,587.50
2042	3.63%	1,115,000.00	82,287.50	1,197,287.50	3.25%	1,055,000.00	106,275.00	1,161,275.00
2043	3.63%	1,155,000.00	41,868.86	1,196,868.86	3.25%	1,090,000.00	71,987.50	1,161,987.50
2044		-	-	-	3.25%	1,125,000.00	36,562.50	1,161,562.50
2045		-	-	-		-	-	-
2046		-	-	-		-	-	-
2047		-	-	-		-	-	-
2048		-	-	-		-	-	-
2049		-	-	-		-	-	-
2050		-	-	-		-	-	-
2051		-	-	-		-	-	-
		17,495,000.00	7,590,650.22	25,085,650.22		17,760,000.00	7,822,387.50	25,582,387.50

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

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

City of Sherman, Texas
Bonded Debt as of 7/31/22

	(13) $29,025,000 General Obligation Certificates of Obligation Series 2021				(14) $1,980,000 General Obligation Tax Notes Series 2021			
Fiscal Yr	Coupon	Principal	Interest		Coupon	Principal	Interest	
2023	5.00%	600,000.00	761,968.76	1,361,968.76	3.00%	315,000.00	53,200.00	368,200.00
2024	5.00%	630,000.00	731,968.76	1,361,968.76	3.00%	325,000.00	40,600.00	365,600.00
2025	5.00%	660,000.00	700,468.76	1,360,468.76	3.00%	340,000.00	27,600.00	367,600.00
2026	3.00%	695,000.00	667,468.76	1,362,468.76	3.00%	350,000.00	14,000.00	364,000.00
2027	3.00%	730,000.00	632,718.76	1,362,718.76		-	-	-
2028	5.00%	765,000.00	596,218.76	1,361,218.76		-	-	-
2029	3.00%	805,000.00	557,968.76	1,362,968.76		-	-	-
2030	3.00%	845,000.00	517,718.76	1,362,718.76		-	-	-
2031	2.00%	885,000.00	475,468.76	1,360,468.76		-	-	-
2032	2.00%	905,000.00	457,768.76	1,362,768.76		-	-	-
2033	2.00%	925,000.00	439,668.76	1,364,668.76		-	-	-
2034	2.00%	940,000.00	421,168.76	1,361,168.76		-	-	-
2035	2.00%	960,000.00	402,368.76	1,362,368.76		-	-	-
2036	2.00%	980,000.00	383,168.76	1,363,168.76		-	-	-
2037	2.00%	1,000,000.00	363,568.76	1,363,568.76		-	-	-
2038	2.00%	1,020,000.00	343,568.76	1,363,568.76		-	-	-
2039	2.00%	1,040,000.00	323,168.76	1,363,168.76		-	-	-
2040	2.00%	1,060,000.00	302,368.76	1,362,368.76		-	-	-
2041	2.00%	1,080,000.00	281,168.76	1,361,168.76		-	-	-
2042	2.00%	1,100,000.00	259,568.76	1,359,568.76		-	-	-
2043	2.00%	1,125,000.00	237,568.76	1,362,568.76		-	-	-
2044	2.00%	1,145,000.00	215,068.76	1,360,068.76		-	-	-
2045	2.125%	1,170,000.00	192,168.76	1,362,168.76		-	-	-
2046	2.125%	1,195,000.00	167,306.26	1,362,306.26		-	-	-
2047	2.125%	1,220,000.00	141,912.50	1,361,912.50		-	-	-
2048	2.25%	1,245,000.00	115,987.50	1,360,987.50		-	-	-
2049	2.25%	1,275,000.00	87,975.00	1,362,975.00		-	-	-
2050	2.25%	1,305,000.00	59,287.50	1,364,287.50		-	-	-
2051	2.25%	1,330,000.00	29,925.00	1,359,925.00		-	-	-
		28,635,000.00	10,866,725.24	39,501,725.24		1,330,000.00	135,400.00	1,465,400.00

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

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

City of Sherman, Texas
Bonded Debt as of 7/31/22

	(13) $2,100,000 General Obligation Limited Tax Notes, Series 2022			TOTALS		
Fiscal Yr	Coupon	Principal	Interest	Principal	Interest	TOTAL
2023	5.00%	310,000.00	85,750.00	395,750.00	4,630,000.00	3,270,843.52	7,900,843.52
2024	5.00%	325,000.00	70,250.00	395,250.00	4,570,000.00	3,069,287.52	7,639,287.52
2025	5.00%	340,000.00	54,000.00	394,000.00	4,765,000.00	2,870,137.52	7,635,137.52
2026	5.00%	360,000.00	37,000.00	397,000.00	5,000,000.00	2,653,087.52	7,653,087.52
2027	5.00%	380,000.00	19,000.00	399,000.00	4,755,000.00	2,428,787.52	7,183,787.52
2028		-	-	-	4,570,000.00	2,222,187.52	6,792,187.52
2029		-	-	-	4,338,624.46	2,024,900.02	6,363,524.48
2030		-	-	-	4,046,375.54	1,860,787.52	5,907,163.06
2031		-	-	-	4,075,000.00	1,719,225.02	5,794,225.02
2032		-	-	-	4,195,000.00	1,599,650.02	5,794,650.02
2033		-	-	-	4,320,000.00	1,473,518.76	5,793,518.76
2034		-	-	-	4,460,000.00	1,341,031.26	5,801,031.26
2035		-	-	-	4,585,000.00	1,211,968.76	5,796,968.76
2036		-	-	-	4,725,000.00	1,074,381.28	5,799,381.28
2037		-	-	-	4,395,000.00	932,468.76	5,327,468.76
2038		-	-	-	2,925,000.00	798,818.76	3,723,818.76
2039		-	-	-	3,005,000.00	716,418.76	3,721,418.76
2040		-	-	-	3,090,000.00	630,443.76	3,720,443.76
2041		-	-	-	3,180,000.00	540,668.76	3,720,668.76
2042		-	-	-	3,270,000.00	448,131.26	3,718,131.26
2043		-	-	-	3,370,000.00	351,425.12	3,721,425.12
2044		-	-	-	2,270,000.00	251,631.26	2,521,631.26
2045		-	-	-	1,170,000.00	192,168.76	1,362,168.76
2046		-	-	-	1,195,000.00	167,306.26	1,362,306.26
2047		-	-	-	1,220,000.00	141,912.50	1,361,912.50
2048		-	-	-	1,245,000.00	115,987.50	1,360,987.50
2049		-	-	-	1,275,000.00	87,975.00	1,362,975.00
2050		-	-	-	1,305,000.00	59,287.50	1,364,287.50
2051		-	-	-	1,330,000.00	29,925.00	1,359,925.00
		1,715,000.00	266,000.00	1,981,000.00	97,280,000.00	34,284,362.72	131,564,362.72

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

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

Expenditures for:	**FY 2022**	**FY 2023**
(1) Notices required by law to be published in a newspaper by the City or a representative of the City	41,100.00	38,218.00
(2) directly or indirectly influencing or attempting to influence the outcome of legislation of administrative action, as those terms are defined in Section 305.002, Government Code	-	-

2022 Tax Rate Calculation Worksheet
Taxing Units Other Than School Districts or Water Districts

Form 50-856

City of sherman
Taxing Unit Name

903-892-7300
Phone *(area code and number)*

220 W. Mulberry St., Sherman, TX 75090
Taxing Unit's Address, City, State, ZIP Code

www.ci.sherman.tx.us
Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet		Amount/Rate
1.	**2021 total taxable value.** Enter the amount of 2021 taxable value on the 2021 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).[1]		$ 4,129,310,823
2.	**2021 tax ceilings.** Counties, cities and junior college districts. Enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step.[2]		$ 471,924,673
3.	**Preliminary 2021 adjusted taxable value.** Subtract Line 2 from Line 1.		$ 3,657,386,150
4.	**2021 total adopted tax rate.**		$ .489 /$100
5.	**2021 taxable value lost because court appeals of ARB decisions reduced 2021 appraised value.**		
	A. **Original 2021 ARB values:**	$ 54,647,270	
	B. **2021 values resulting from final court decisions:**	- $ 53,418,135	
	C. **2021 value loss.** Subtract B from A.[3]		$ 1,229,135
6.	**2021 taxable value subject to an appeal under Chapter 42, as of July 25.**		
	A. **2021 ARB certified value:**	$ 73,491,737	
	B. **2021 disputed value:**	- $ 11,023,761	
	C. **2021 undisputed value.** Subtract B from A.[4]		$ 62,467,976
7.	**2021 Chapter 42 related adjusted values.** Add Line 5C and Line 6C.		$ 63,697,111

[1] Tex. Tax Code §26.012(14)
[2] Tex. Tax Code §26.012(14)
[3] Tex. Tax Code §26.012(13)
[4] Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	**2021 taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7.	$ 3,721,083,261
9.	**2021 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2021.** Enter the 2021 value of property in deannexed territory. [5]	$ 156,495
10.	**2021 taxable value lost because property first qualified for an exemption in 2022.** If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2022 does not create a new exemption or reduce taxable value. **A. Absolute exemptions.** Use 2021 market value: $ 3,892,503 **B. Partial exemptions.** 2022 exemption amount or 2022 percentage exemption times 2021 value: + $ 8,945,151 **C. Value loss.** Add A and B. [6]	$ 12,837,654
11.	**2021 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2022.** Use only properties that qualified in 2022 for the first time; do not use properties that qualified in 2021. **A. 2021 market value:** $ 193,388 **B. 2022 productivity or special appraised value:** - $ 0 **C. Value loss.** Subtract B from A. [7]	$ 193,388
12.	**Total adjustments for lost value.** Add Lines 9, 10C and 11C.	$ 13,187,537
13.	**2021 captured value of property in a TIF.** Enter the total value of 2021 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2021 taxes were deposited into the tax increment fund. [8] If the taxing unit has no captured appraised value in line 18D, enter 0.	$ 190,352,177
14.	**2021 total value.** Subtract Line 12 and Line 13 from Line 8.	$ 3,517,543,547
15.	**Adjusted 2021 total levy.** Multiply Line 4 by Line 14 and divide by $100.	$ 17,200,788
16.	**Taxes refunded for years preceding tax year 2021.** Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2021. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. [9]	$ 17,978
17.	**Adjusted 2021 levy with refunds and TIF adjustment.** Add Lines 15 and 16. [10]	$ 17,218,766
18.	**Total 2022 taxable value on the 2022 certified appraisal roll today.** This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. [11] **A. Certified values:** $ 4,918,058,459 **B. Counties:** Include railroad rolling stock values certified by the Comptroller's office: + $ _____ **C. Pollution control and energy storage system exemption:** Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - $ _____ **D. Tax increment financing:** Deduct the 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2022 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. [12] - $ 241,280,922 **E. Total 2022 value.** Add A and B, then subtract C and D.	$ 4,676,777,537

[5] Tex. Tax Code §26.012(15)
[6] Tex. Tax Code §26.012(15)
[7] Tex. Tax Code §26.012(15)
[8] Tex. Tax Code §26.03(c)
[9] Tex. Tax Code §26.012(13)
[10] Tex. Tax Code §26.012(13)
[11] Tex. Tax Code §26.012, 26.04(c-2)
[12] Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	**Total value of properties under protest or not included on certified appraisal roll.** [13] **A.** **2022 taxable value of properties under protest.** The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [14] ..... $ 67,523,802 **B.** **2022 value of properties not under protest or included on certified appraisal roll.** The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. [15] ..... + $ 0 **C.** **Total value under protest or not certified.** Add A and B.	$ 67,523,802
20.	**2022 tax ceilings.** Counties, cities and junior colleges enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step.[16]	$ 507,262,048
21.	**2022 total taxable value.** Add Lines 18E and 19C. Subtract Line 20. [17]	$ 4,237,039,291
22.	**Total 2022 taxable value of properties in territory annexed after Jan. 1, 2021.** Include both real and personal property. Enter the 2022 value of property in territory annexed. [18]	$ 22,266
23.	**Total 2022 taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in 2021. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2021 and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for 2022. [19]	$ 101,404,367
24.	**Total adjustments to the 2022 taxable value.** Add Lines 22 and 23.	$ 101,426,633
25.	**Adjusted 2022 taxable value.** Subtract Line 24 from Line 21.	$ 4,135,612,658
26.	**2022 NNR tax rate.** Divide Line 17 by Line 25 and multiply by $100. [20]	$ .416353 /$100
27.	**COUNTIES ONLY.** Add together the NNR tax rates for each type of tax the county levies. The total is the 2022 county NNR tax rate. [21]	$ _____ /$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	**2021 M&O tax rate.** Enter the 2021 M&O tax rate.	$ .305577 /$100
29.	**2021 taxable value, adjusted for actual and potential court-ordered adjustments.** Enter the amount in Line 8 of the *No-New-Revenue Tax Rate Worksheet.*	$ 3,721,083,261

[13] Tex. Tax Code §26.01(c) and (d)
[14] Tex. Tax Code §26.01(c)
[15] Tex. Tax Code §26.01(d)
[16] Tex. Tax Code §26.012(6)(B)
[17] Tex. Tax Code §26.012(6)
[18] Tex. Tax Code §26.012(17)
[19] Tex. Tax Code §26.012(17)
[20] Tex. Tax Code §26.04(c)
[21] Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	**Total 2021 M&O levy.** Multiply Line 28 by Line 29 and divide by $100	$ 11,370,775
31.	**Adjusted 2021 levy for calculating NNR M&O rate.**	
	A. M&O taxes refunded for years preceding tax year 2021. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. + $ 12,746	
	B. 2021 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2022 captured appraised value in Line 18D, enter 0. – $ 846,605	
	C. 2021 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- $	
	D. 2021 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. $ (833,859)	
	E. Add Line 30 to 31D.	$ 10,536,916
32.	**Adjusted 2022 taxable value.** Enter the amount in Line 25 of the *No-New-Revenue Tax Rate Worksheet.*	$ 4,135,612,658
33.	**2022 NNR M&O rate (unadjusted).** Divide Line 31E by Line 32 and multiply by $100.	$ .254785 /$100
34.	**Rate adjustment for state criminal justice mandate.** [23]	
	A. 2022 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. $	
	B. 2021 state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. – $	
	C. Subtract B from A and divide by Line 32 and multiply by $100. $ /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.	$ /$100
35.	**Rate adjustment for indigent health care expenditures.** [24]	
	A. 2022 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. $	
	B. 2021 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state assistance received for the same purpose. – $	
	C. Subtract B from A and divide by Line 32 and multiply by $100. $ /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.	$ /$100

[22] [Reserved for expansion]
[23] Tex. Tax Code §26.044
[24] Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	**Rate adjustment for county indigent defense compensation.** [25]	
	A. **2022 indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose. . . . . $ _____	
	B. **2021 indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state grants received by the county for the same purpose. . . . . $ _____	
	C. Subtract B from A and divide by Line 32 and multiply by $100. . . . . $ _____/$100	
	D. Multiply B by 0.05 and divide by Line 32 and multiply by $100. . . . . $ _____/$100	
	E. Enter the lesser of C and D. If not applicable, enter 0.	$ _____/$100
37.	**Rate adjustment for county hospital expenditures.** [26]	
	A. **2022 eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022. . . . . $ _____	
	B. **2021 eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2020 and ending on June 30, 2021. . . . . $ _____	
	C. Subtract B from A and divide by Line 32 and multiply by $100. . . . . $ _____/$100	
	D. Multiply B by 0.08 and divide by Line 32 and multiply by $100. . . . . $ _____/$100	
	E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	$ _____/$100
38.	**Rate adjustment for defunding municipality.** This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information.	
	A. **Amount appropriated for public safety in 2021.** Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year . . . . . $ _____	
	B. **Expenditures for public safety in 2021.** Enter the amount of money spent by the municipality for public safety during the preceding fiscal year . . . . . $ _____	
	C. Subtract B from A and divide by Line 32 and multiply by $100 . . . . . $ _____/$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.	$ _____/$100
39.	**Adjusted 2022 NNR M&O rate.** Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	$ .254785/$100
40.	**Adjustment for 2021 sales tax specifically to reduce property taxes.** Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2021 should complete this line. These entities will deduct the sales tax gain rate for 2022 in Section 3. Other taxing units, enter zero.	
	A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2021, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent . . . . . $ 6,693,255	
	B. Divide Line 40A by Line 32 and multiply by $100 . . . . . $ .161844/$100	
	C. Add Line 40B to Line 39.	$ .416629/$100
41.	**2022 voter-approval M&O rate.** Enter the rate as calculated by the appropriate scenario below. **Special Taxing Unit.** If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. **- or -** **Other Taxing Unit.** If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	$ .431211/$100

[25] Tex. Tax Code §26.0442
[26] Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	***Disaster Line 41 (D41):* 2022 voter-approval M&O rate for taxing unit affected by disaster declaration.** If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. [27] If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	$ _____/$100
42.	**Total 2022 debt to be paid with property taxes and additional sales tax revenue.** Debt means the interest and principal that will be paid on debts that: **(1)** are paid by property taxes, **(2)** are secured by property taxes, **(3)** are scheduled for payment over a period longer than one year, and **(4)** are not classified in the taxing unit's budget as M&O expenses. **A. Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2022, verify if it meets the amended definition of debt before including it here. [28] Enter debt amount ..... $ 8,450,388 **B.** Subtract **unencumbered fund amount** used to reduce total debt. ..... – $ _____ **C.** Subtract **certified amount spent from sales tax to reduce debt** (enter zero if none) ..... – $ _____ **D.** Subtract **amount paid** from other resources ..... – $ _____ **E. Adjusted debt.** Subtract B, C and D from A.	$ 8,450,388
43.	**Certified 2021 excess debt collections.** Enter the amount certified by the collector. [29]	$ 0
44.	**Adjusted 2022 debt.** Subtract Line 43 from Line 42E.	$ 8,450,388
45.	**2022 anticipated collection rate.** **A.** Enter the 2022 anticipated collection rate certified by the collector. [30] ..... 97.49 % **B.** Enter the 2021 actual collection rate. ..... 97.69 % **C.** Enter the 2020 actual collection rate. ..... 97.39 % **D.** Enter the 2019 actual collection rate. ..... 97.38 % **E.** If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. [31]	97.49 %
46.	**2022 debt adjusted for collections.** Divide Line 44 by Line 45E.	$ 8,667,954
47.	**2022 total taxable value.** Enter the amount on Line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$ 4,237,039,291
48.	**2022 debt rate.** Divide Line 46 by Line 47 and multiply by $100.	$ .204576 /$100
49.	**2022 voter-approval tax rate.** Add Lines 41 and 48.	$ .635787 /$100
D49.	***Disaster Line 49 (D49):* 2022 voter-approval tax rate for taxing unit affected by disaster declaration.** Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	$ _____/$100

[27] Tex. Tax Code §26.042(a)
[28] Tex. Tax Code §26.012(7)
[29] Tex. Tax Code §26.012(10) and 26.04(b)
[30] Tex. Tax Code §26.04(b)
[31] Tex. Tax Code §§26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	**COUNTIES ONLY.** Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2022 county voter-approval tax rate.	$ _____/$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	**Taxable Sales.** For taxing units that adopted the sales tax in November 2021 or May 2022, enter the Comptroller's estimate of taxable sales for the previous four quarters. [32] Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2021, enter 0.	$ _____
52.	**Estimated sales tax revenue.** Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. [33] **Taxing units that adopted the sales tax in November 2021 or in May 2022.** Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. [34] **- or -** **Taxing units that adopted the sales tax before November 2021.** Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	$ 7,027,333
53.	**2022 total taxable value.** Enter the amount from Line 21 of the *No-New-Revenue Tax Rate Worksheet*.	$ 4,237,039,291
54.	**Sales tax adjustment rate.** Divide Line 52 by Line 53 and multiply by $100.	$ .165855/$100
55.	**2022 NNR tax rate, unadjusted for sales tax.** [35] Enter the rate from Line 26 or 27, as applicable, on the *No-New-Revenue Tax Rate Worksheet*.	$ .416353/$100
56.	**2022 NNR tax rate, adjusted for sales tax.** **Taxing units that adopted the sales tax in November 2021 or in May 2022.** Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2021.	$ _____/$100
57.	**2022 voter-approval tax rate, unadjusted for sales tax.** [36] Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the *Voter-Approval Tax Rate Worksheet*.	$ .635787/$100
58.	**2022 voter-approval tax rate, adjusted for sales tax.** Subtract Line 54 from Line 57.	$ .469932/$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	**Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ. [37] The taxing unit shall provide its tax assessor-collector with a copy of the letter. [38]	$ _____
60.	**2022 total taxable value.** Enter the amount from Line 21 of the *No-New-Revenue Tax Rate Worksheet*.	$ _____
61.	**Additional rate for pollution control.** Divide Line 59 by Line 60 and multiply by $100.	$ _____/$100
62.	**2022 voter-approval tax rate, adjusted for pollution control.** Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	$ _____/$100

[32] Tex. Tax Code §26.041(d)
[33] Tex. Tax Code §26.041(i)
[34] Tex. Tax Code §26.041(d)
[35] Tex. Tax Code §26.04(c)
[36] Tex. Tax Code §26.04(c)
[37] Tex. Tax Code §26.045(d)
[38] Tex. Tax Code §26.045(i)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years. [39] In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

The difference between the adopted tax rate and voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020; [40]
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a); [41] or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval. [42]

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. [43]

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	**2021 unused increment rate.** Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate. If the number is less than zero, enter zero.	$ .033884 /$100
64.	**2020 unused increment rate.** Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2021, enter zero.	$ 0 /$100
65.	**2019 unused increment rate.** Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2021, enter zero.	$ 0 /$100
66.	**2022 unused increment rate.** Add Lines 63, 64 and 65.	$ .033884 /$100
67.	**2022 voter-approval tax rate, adjusted for unused increment rate.** Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	$ .503816 /$100

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise $500,000, and the current debt rate for a taxing unit. [44]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [45]

Line	De Minimis Rate Worksheet	Amount/Rate
68.	**Adjusted 2022 NNR M&O tax rate.** Enter the rate from Line 39 of the *Voter-Approval Tax Rate Worksheet*	$ _____ /$100
69.	**2022 total taxable value.** Enter the amount on Line 21 of the *No-New-Revenue Tax Rate Worksheet*.	$ _____
70.	**Rate necessary to impose $500,000 in taxes.** Divide $500,000 by Line 69 and multiply by $100.	$ _____ /$100
71.	**2022 debt rate.** Enter the rate from Line 48 of the *Voter-Approval Tax Rate Worksheet*.	$ _____ /$100
72.	**De minimis rate.** Add Lines 68, 70 and 71.	$ _____ /$100

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.[46]

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year. [47]

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

[39] Tex. Tax Code §26.013(a)
[40] Tex. Tax Code §26.013(c)
[41] Tex. Tax Code §§26.0501(a) and (c)
[42] Tex. Local Gov't Code §120.007(d), effective Jan. 1, 2022
[43] Tex. Tax Code §26.063(a)(1)
[44] Tex. Tax Code §26.012(8-a)
[45] Tex. Tax Code §26.063(a)(1)
[46] Tex. Tax Code §26.042(b)
[47] Tex. Tax Code §26.042(f)

This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	**2021 adopted tax rate.** Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.*	$ _____/$100
74.	**Adjusted 2021 voter-approval tax rate.** Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2021 and the taxing unit calculated its 2021 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2021 worksheet due to a disaster, enter the 2021 voter-approval tax rate as calculated using a multiplier of 1.035 from Line 49. **- or -** If a disaster occurred prior to 2021 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2021, complete the separate *Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet* to recalculate the voter-approval tax rate the taxing unit would have calculated in 2021 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. [48] Enter the final adjusted 2021 voter-approval tax rate from the worksheet. **- or -** If the taxing unit adopted a tax rate above the 2021 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	$ _____/$100
75.	**Increase in 2021 tax rate due to disaster.** Subtract Line 74 from Line 73.	$ _____/$100
76.	**Adjusted 2021 taxable value.** Enter the amount in Line 14 of the *No-New-Revenue Tax Rate Worksheet.*	$ _____
77.	**Emergency revenue.** Multiply Line 75 by Line 76 and divide by $100.	$ _____
78.	**Adjusted 2022 taxable value.** Enter the amount in Line 25 of the *No-New-Revenue Tax Rate Worksheet.*	$ _____
79.	**Emergency revenue rate.** Divide Line 77 by Line 78 and multiply by $100. [49]	$ _____/$100
80.	**2022 voter-approval tax rate, adjusted for emergency revenue.** Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	$ _____/$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. ..... $ .416353 /$100
As applicable, enter the 2022 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).
Indicate the line number used: 26

Voter-approval tax rate. ..... $ .503816 /$100
As applicable, enter the 2022 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue).
Indicate the line number used: 67

De minimis rate. ..... $ _____/$100
If applicable, enter the 2022 de minimis rate from Line 72.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code. [50]

print here Mary Lawrence
Printed Name of Taxing Unit Representative

sign here Mary Lawrence
Taxing Unit Representative

7/28/2022
Date

[48] Tex. Tax Code §26.042(c)
[49] Tex. Tax Code §26.042(b)
[50] Tex. Tax Code §§26.04(c-2) and (d-2)

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 3.**

Meeting Date: 08/15/2022

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6509

Providing for the Levy of Ad Valorem Taxes for the City of Sherman, Texas, for the Tax Year 2022; Distributing the Same Among the Various Funds; Providing for a Penalty and Interest for Failure to Pay the Taxes Levied within the Time Provided by Law; Providing for a Lien on all Real and Personal Property to Secure Payment of Taxes Due Thereon; Providing a Penalty Clause, Savings/Repealing Clause, Severability Clause and An Effective Date

Issue:

To introduce and hold a public hearing on the Ad Valorem Tax Rate proposed for the upcoming fiscal year, as required by the Texas Tax Code and Local Government Code

Background:

The no-new-revenue tax rate is the rate for the 2022 tax year that will raise the same amount of property tax revenue from the same properties in both the 2021 tax year and the 2022 tax year. The voter-approval rate is the highest tax rate that that may be adopted without holding an election to seek voter approval of the rate. This year's no-new-revenue tax rate is $0.416353/$100, with a voter-approval rate of $0.503816/$100 (with sales tax-in-lieu-of property tax adjustment). The actual total tax rate of $.466932/$100 is lower than last year's actual tax rate. The tax rate is split between a debt service component called Interest and Sinking (I&S) and a Maintenance & Operations (M&O) component. The debt rate is $0.204576/$100; and the M&O rate is $0.265356/$100.

Origination:

Director of Finance

Financial Consideration:

The proposed tax rate will generate approximately $21.9 million in property tax revenues.

Staff Recommendation:

Based on the Budget Workshop and discussion of the draft budget, the staff recommends the Council hold the public hearing on the tax rates as indicated above.

Alternatives:

Since notice has already been published, changing the proposed rates would require re-publication of the notice and setting an additional public hearing.

Attachments

Ordinance No. 6509

Notice About Tax Rates

ORDINANCE NO. 6509

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE LEVY OF AD VALOREM TAXES FOR THE CITY OF SHERMAN, TEXAS, FOR THE TAX YEAR 2022; DISTRIBUTING THE SAME AMONG THE VARIOUS FUNDS; PROVIDING FOR A PENALTY AND INTEREST FOR FAILURE TO PAY THE TAXES LEVIED WITHIN THE TIME PROVIDED BY LAW; PROVIDING FOR A LIEN ON ALL REAL AND PERSONAL PROPERTY TO SECURE PAYMENT OF TAXES DUE THEREON; PROVIDING A PENALTY CLAUSE, SAVINGS/ REPEALING 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.

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

SECTION 1. That the City Council hereby levies, approves and orders to be assessed and collected for the Tax Year 2022 beginning on January 1, 2022, and for each subsequent tax year until otherwise ordained, a Maintenance and Operations (M&O) ad valorem tax at the rate of $0.265356/$100 Dollars of taxable value and a debt service ad valorem tax at the rate of $0.204576/$100 Dollars of taxable value on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Sherman that is not exempt from taxation by the constitution and laws of the State of Texas, apportioned as follows, with each such component being separately approved by the City Council:

FOR GENERAL FUND EXPENDITURES, $0.265356 on each One Hundred Dollars ($100.00) assessed valuation of such property.

FOR DEBT SERVICE EXPENDITURES, $0.204576 on each One Hundred Dollars ($100.00) assessed valuation of such property.

The total tax rate of $0.469932 is based on one hundred percent (100%) market value on each One Hundred Dollars ($100.00) of assessed valuation of all taxable property within the City.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $10.57.

SECTION 2. That a penalty shall be charged and collected from all persons who do not pay their taxes prior to the first day of February, 2023. Penalty charges shall be in accordance with the following schedule.

If paid in February, 2023	6%
If paid in March, 2023	7%
If paid in April, 2023	8%
If paid in May, 2023	9%
If paid in June, 2023	10%
If paid on or after July 1, 2023	12%

All delinquent taxes shall accrue interest from the date of delinquency at the rate of one percent (1%) for each month or portion of a month the tax remains unpaid. Pursuant to Section 33.07 of the Texas Property Tax Code, an additional penalty of 20% of the amount of taxes, penalty and interest that remain due after July 1, 2023, shall be assessed to defray the cost of collection.

A tax imposed on tangible personal property that is delinquent on or after February 1 of the year in which it becomes delinquent shall incur an additional penalty sixty (60) days after the date the tax becomes delinquent. Pursuant to Section 33.11 of the Texas Property Tax Code, the tangible personal property taxes that remain delinquent on April 1 of the year in which they become delinquent shall incur an additional penalty of fifteen percent (20%) of the amount of taxes, penalty and interest due to defray the costs of collection.

The City shall have a lien on all taxable property located in the City to secure the payment of taxes, penalty and interest, and all costs of collection, assessed and levied hereby.

SECTION 3: Taxes are payable at the office of the Grayson County Tax Assessor/Collector. The City shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

SECTION 4: The tax roll, as presented to the City Council, together with any supplement thereto, is hereby accepted.

SECTION 5. All provisions of any ordinance in conflict with this Ordinance are hereby repealed; but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

SECTION 6. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional 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, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

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

INTRODUCED on this the 15th day of August, 2022.

ADOPTED on this the 15th day of August, 2022.

EFFECTIVE DATE on this the 15th day of August, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Notice of Public Hearing on Tax Increase

PROPOSED TAX RATE	$0.469932	per $100
NO-NEW REVENUE TAX RATE	$0.416353	per $100
VOTER-APPROVAL TAX RATE	$0.503816	per $100

The no-new revenue tax rate is the tax rate for the 2022 tax year that will raise the same amount of property tax revenue for the City of Sherman from the same properties in both the 2021 tax year and the 2022 tax year.

The voter-approval rate is the highest tax rate that the City of Sherman may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new revenue tax rate. This means that the City of Sherman is proposing to increase property taxes for the 2022 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD AT 5:00 P.M. ON AUGUST 15, 2022 at 220 W. Mulberry, Sherman, Texas.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, the City of Sherman is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the Sherman City Council of the City of Sherman at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount = (tax rate) x (taxable value of your property) / 100

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by the City of Sherman last year to the taxes proposed to be imposed on the average residence homestead by the City of Sherman this year

The following table compares the taxes imposed on the average residence homestead by the City of Sherman last year to the taxes proposed to be imposed on the average residence homestead by the City of Sherman this year.

	2021	**2022**	**Change**
Total tax rate (per $100 of value	$0.48900/$100	$0.469932/$100	($.019068)/$100
Average homestead taxable value	$172,317	$195,485	$23,168
Tax on average homestead	$843	$919	$76
Total tax levy on all properties	$19,170,413	$21,930,167	$2,759,754

For assistance with tax calculations, please contact the tax assessor for the City of Sherman at 903-892-8297, or visit www.co.grayson.tx.us for more information.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 4.**

Meeting Date: 08/15/2022

Prepared By: Leah Campbell, Human Resources and Organizational Development Administrator

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6510

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

Issue:

The City Council is required by state law to establish by ordinance the job titles and number of positions in each rank for members of the classified service in the City's Fire and Police Departments.

Background:

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

Fire Department Titles	Current No. Positions	Proposed 8/15/2022
Firefighter	**46**	**54**
Engineer	15	15
Captain	17	17
Battalion Chief	3	3
Division Chief	3	3
Assistant Chief	1	1
Fire Chief	1	1

Police Department Titles	Current No. Positions	Proposed 8/15/2022
Patrolman	**53**	**55**
Corporal	5	5
Sergeant	9	9
Lieutenant	5	5
Assistant Chief - Appointed	3	3
Chief	1	1

Origination:
Zachary Flores, Executive Director of Public Safety

Financial Consideration:
All personnel additions are accounted for in the FY23 budget.

Staff Recommendation:
Staff recommends adopting the proposed ordinance.

Alternatives:
No alternatives are recommended.

Attachments

Ordinance No. 6510

ORDINANCE NO. 6510

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

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

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

Sec. 9.05.026 Authorized number of positions

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

(1) Fire department

Title	No. Positions
Firefighter	~~46~~*54*
Engineer	15
Captain	17
Battalion Chief	3
Division Chief	3
Assistant Chief	1
Fire Chief	1

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

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

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

(2) Police department

Title	No. Positions
Patrolman	~~53~~ *55*
Corporal	5
Sergeant	9
Lieutenant	5
Assistant Chief-Appointed	3
Chief	1

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

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

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

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

INTRODUCED this the 15th day of August, 2022.

ADOPTED on this the 15th day of August, 2022.

EFFECTIVE DATE on this the 15th day of August, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 5.**

Meeting Date: 08/15/2022
Prepared By: Clint Philpott, Assistant City Manager
Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6511
Approving the 2022 - 23 Annual Service Plan Update for the Bel Air Village Public Improvement District

Issue:

To approve the 2022-23 Annual Service Plan Update for the Bel Air Village Public Improvement District

Background:

The Bel Air Village Public Improvement District (the "PID") was created pursuant to the PID Act and Resolution No. 6711 of the City Council on March 15, 2021, to finance certain public improvement projects for the benefit of the property in the PID. The PIDs are required to undergo annual review of the Service and Assessment Plan to update any projected changes to the Plan, such as changes in cost estimates or changes in values created with the PID area.

On May 3, 2021, the City approved Phase #1 Reimbursement Agreement in the amount of $7,168,000 (the "Phase #1 Reimbursement Agreement") to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID. Likewise, on April 4, 2022 the Council approved an amendment to the PID plan that increased the amount of reimbursement available to the developer from PID assessments to about $9.1 million. This increase in available assessment dollars was a result of increased projected values and assessments within the PID boundaries. There were no increases in projected development costs as part of that amendment.

A service and assessment plan (the "Service and Assessment Plan") was prepared at the direction of the City identifying the public improvements (the "Authorized Improvements") to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. Pursuant to the PID Act, the Service and Assessment Plan must be reviewed and updated annually.

The City also adopted the Phase #1 Assessment Roll attached as Appendix E to the Service and Assessment Plan, identifying the assessments on each Parcel within the PID, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Rolls for 2022-23

The Developer reported that the actual costs spent to date of the Phase #1 Improvements were $7,913.810 as of July 14, 2022

Origination:

City Manager's Office

Financial Consideration:

The City determined the estimated total costs of certain public improvements for the benefit of the property within Phase 1 District Improvements and to be financed by the District is $9,060,054, all of which is expected to be collected through the PID Assessments. There is no cost to the City related to this PID.

Staff Recommendation:

Staff recommends approval of this Ordinance.

Alternatives:

As directed by the City Council

Attachments

Ordinance No. 6511

Service and Assessment Plan 2022-23

ORDINANCE NO. 6511

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE 2022-23 ANNUAL SERVICE AND ASSESSMENT PLAN UPDATE FOR THE BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT; 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 (the "City") is authorized pursuant to Texas Local Government Code, Chapter 372, as amended (the "PID Act") to create public improvement districts for the purposes described therein; and

WHEREAS, the City received a petition (the "Petition") requesting the creation of the Bel Air Village Public Improvement District (the "PID); and

WHEREAS, on March 15, 2021, the City held a public hearing then passed and adopted Resolution 6711 establishing the Bel Air Village Public Improvement District in accordance with the PID Act; and

WHEREAS, on May 3, 2021, the City passed and adopted Ordinance 6377 approving a Service and Assessment Plan (the "SAP") for the PID;

WHEREAS, the City Council of the City wishes to approve the 2022-23 Annual Update of the SAP (the "Annual Service Plan Update") for the PID.

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

SECTION 1. The facts recited in the preamble hereto are found to be true and correct.

SECTION 2. The 2022-2023 Annual Service Plan Update, attached to this Ordinance as Exhibit A, is hereby approved and adopted on behalf of the PID.

SECTION 3. All Ordinances, and agreements and parts of Ordinances and agreements in conflict herewith are hereby repealed to the extent of the conflict only.

SECTION 4. It is hereby found and determined that the meeting at which this Ordinance was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law. The Ordinance shall become effective immediately upon passage. The City Secretary shall cause this Ordinance to be filed with the City clerk in each City in which all or a part of the PID us located not later than seven (7) days after the date the governing body of the City approves this Annual Service Plan Update.

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

INTRODUCED on this the 15th day of August, 2022.

ADOPTED on this the 15th day of August, 2022.

EFFECTIVE DATE on this the 15th day of August, 2022.

.

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

BEL AIR VILLAGE
PUBLIC IMPROVEMENT DISTRICT

CITY OF SHERMAN, TEXAS

ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/22 - 8/31/23)

AS APRROVED BY CITY COUNCIL ON:
AUGUST 15, 2022

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

BEL AIR VILLAGE
PUBLIC IMPROVEMENT DISTRICT

ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/22 – 8/31/23)

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I. INTRODUCTION

The Bel Air Village Public Improvement District (the "PID") was created pursuant to the PID Act and Resolution No. 6711 of the City Council on March 15, 2021, to finance certain public improvement projects for the benefit of the property in the PID.

On April 4, 2022, the City approved Phase #1 Reimbursement Agreement in the amount of $9,060,054 (the "Phase #1 Reimbursement Agreement") to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID.

A service and assessment plan (the "Service and Assessment Plan") was prepared at the direction of the City identifying the public improvements (the "Authorized Improvements") to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. Pursuant to the PID Act, the Service and Assessment Plan must be reviewed and updated annually. This document is the annual update of the Service and Assessment Plan for 2022-23 (the "Annual Service Plan Update").

The City also adopted the Phase #1 Assessment Roll attached as Appendix E to the Service and Assessment Plan, identifying the assessments on each Parcel within the PID, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Rolls for 2022-23.

The Texas legislature passed House Bill 1543 as an amendment to the PID Act, requiring, among other things, (i) all Service and Assessment Plans and Annual Service Plan Updates be approved through City ordinance or order to be filed with the county clerk of each county in which all or part of the PID is located within seven days and (ii) include a copy of the notice form required by Section 5.014 of the Texas Property Code (the "PID Assessment Notice") as disclosure of the obligation to pay PID Assessments. In light of these amendments to the PID Act, this Annual Service Plan Update includes a copy of the PID Assessment Notice as Appendix E and copy of this Annual Service Plan Update will be filed with the county clerk in each county in which all or a part of the PID us located not later than seven (7) days after the date the governing body of the City approves this Annual Service Plan Update.

Section 372.013 of the PID Act, as amended, stipulates that a person who proposes to sell or otherwise convey real property that is located in the PID, except in certain situation described in the PID Act, shall first give to the purchaser of the property a copy of the completed PID Assessment Notice. The PID Assessment Notice shall be given to a prospective purchase before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller provided the required notice, the purchaser, subject to certain exceptions described in the PID act, is entitled to terminate the contract.

The PID Assessment Notice shall be executed by the seller and must be filed in the real property records of the County in which the property is located at the closing of the purchase and sale of the property.

Capitalized terms shall have the meanings set forth in the Service and Assessment Plan unless otherwise defined herein.

(remainder of this page is intentionally left blank)

II. UPDATE OF THE SERVICE PLAN

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS

Phase #1 Improvements Sources and Uses

Pursuant to the original Service and Assessment Plan adopted on April 4, 2022, the initial total estimated costs of the Phase #1 Improvements, including the proportional share of the Major Improvement costs, were equal to $9,060,054. According to the Developer as of July 14, 2022, the estimated costs of the Phase #1 Improvements remain unchanged from the original cost estimate. Additionally, the Developer reported that the actual costs spent to date of the Phase #1 Improvements were $7,913,810 as of July 14, 2022.

Table II-A-1 below summarizes the updated sources and uses of funds required to (1) construct the Phase #1 Improvements and (2) establish the PID.

Table II-A-1
Updated Sources and Uses – Phase #1

Sources of Funds	Initial Estimated Budget	Budget Changes	Revised Budget	Actual Amount Spent	Remaining Balance to Fund
Assessments	$9,060,054	$0	$9,060,054	$7,913,810	$1,146,244
Other funding sources	$0	$0	$0	$0	$0
Total Sources	**$9,060,054**	**$0**	**$9,060,054**	**$7,913,810**	**$1,146,244**
Uses of Funds					
Phase #1 Improvements					
Roadway Improvements	$2,168,179	$875,187	$3,043,366	$2,922,350	$121,016
Water Improvements	$729,393	$52,480	$781,873	$744,054	$37,819
Sanitary Sewer Improvements	$1,021,867	$170,067	$1,191,934	$1,084,687	$107,247
Storm Drainage Improvements	$2,422,332	($583,650)	$1,838,682	$1,469,722	$368,960
Landscaping and Hardscaping	$641,447	$705	$642,152	$43,947	$598,205
Other Soft and Miscellaneous Costs	$2,076,836	($514,789)	$1,562,047	$1,649,050	($87,003)
Subtotal: Phase #1 Improvements	*$9,060,054*	*$0*	*$9,060,054*	*$7,913,810*	*$1,146,244*
Total Uses	**$9,060,054**	**$0**	**$9,060,054**	**$7,913,810**	**$1,146,244**

1 – According to the Developer as of July 14, 2022.

Phase #1 Improvement Cost Variances

As stated in Table II-A-1 above, there are no significant variances to the Phase #1 Improvement aggregate budget.

B. Five Year Service Plan

According to the PID Act, a service plan must cover a period of five years. All of the Phase #1 Improvements are expected to be built within a period of five years. The anticipated budget for the Phase #1 Improvements are shown in Section II.A of this report, and the Annual Installments expected to be collected for these costs is shown by Table II-B-1 below.

Table II-B-1
Projected Annual Installments (2021-2028)

Assessment Year Ending 9/01	Phase #1 Projected Annual Installments[1]
2021-22	$0
2023	$199,529
2024	$767,095
2025	$767,933
2026	$768,790
2027	$769,666
2028	$603,909
Total	**$3,876,922**

1 – Assessment Years ending 2021 through 2023 represent actual amounts billed, as determined by the number of residential lots triggered for annual installment collection according to building permits issued by the City. Projected Annual Installments for Assessment Years ending 2024-2028 will be updated in future annual service plan updates.

C. Status of Development

According to the City, eighty-six (86) building permits have been issued for Phase #1 of the PID as of June 30, 2022, representing 26.30 percent of the 327 total building permits expected to be issued within Phase #1.

See Table II-C-1 below for the status of completed homes within Phase #1 as of June 30, 2022.

Table II-C-1
Completed Homes

Status	Cumulative as of August 31, 2021	Cumulative as of June 30, 2022[1]
Completed Homes	0	0

1 – According to the City as of June 30, 2022.

See Appendix C for 2022 assessed values of all Parcels within Phase #1 of the PID.

D. ANNUAL BUDGET – PHASE #1 – LOTS TRIGGERED IN 2022-23

Phase #1 - Annual Installments – 2022-23

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty Annual Installments of principal and interest beginning with the tax year following the collection of the first Annual Installment for a Phase #1 Lot or Parcel shall commence upon the earlier of: (i) with tax bills sent the first October following the issuance of the first building permit for each Lot within each Phase, such that Assessments are billed only for Lots for which a building permit has been issued, (ii) with tax bills sent the first October after issuance of any Bonds secured by the respective reimbursement agreement for Phase #1 Assessed Property, or (iii) with tax bills sent the first October following the second anniversary of the levy of Assessments on the Phase #1 Assessed Property such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Phase #1 Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

According to the City, eighty-six (86) building permits have been issued for properties within Phase #1 of the PID as of June 30, 2022. As a result, condition (i) has been satisfied for the respective eighty-six (86) Lots, and the first Annual Installment shall commence in Assessment Year ending September 1, 2023 for those Lots.

Table II-D-1 below shows the amount of outstanding Assessments applicable to the eighty-six (86) Lots that were triggered for collection in 2022-23.

Table II-D-1
Assessments on Lots with Building Permits as of June 30, 2022 (2022-23 Trigger)

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units	Total Outstanding Assessment per Lot Type	Total Outstanding Assessments
Lot Type 2 (50 Ft Lot)	32	1.00	32.00	$31,086.73	$994,775.28
Lot Type 3 (40 Ft Lot)	17	0.89	15.11	$27,632.65	$469,754.99
Lot Type 5 (25 Ft Lot)	37	0.78	28.78	$24,178.57	$894,606.93
Total Equivalent Units	**86**		**75.89**		**$2,359,137.20**

Additionally, each Assessment securing the Phase #1 Reimbursement Agreement obligation shall bear interest at the rate on the Phase #1 Reimbursement Agreement obligation commencing with the effective date of the Phase #1 Reimbursement Agreement obligation. The interest rate applicable to the Phase #1 Reimbursement Agreement obligation is 7.95 percent per annum for 2022-23 and is used to calculate the interest on the Assessments securing the Phase #1 Reimbursement Agreement Obligation.

These payments, the "Annual Installments" of the Assessments, shall be billed by the City in 2022 and will be delinquent on February 1, 2023.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments, the Annual Installment due for 2022-23 and the Administrative Expenses to be collected from each Parcel. Administrative Expenses shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the total amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Service and Assessment.

Annual Budget for the Repayment of Indebtedness

Debt service proportionately allocated to each Lot will be paid on the Phase #1 Reimbursement Agreement from the collection of the Annual Installments of the Assessments on the Assessed Property. In addition, Administrative Expenses are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments.

Annual Installments to be Collected for 2022-23

The budget for the Phase #1 Lots Triggered in 2022-23 will be paid from the collection of Annual Installments of the Assessments on the Assessed Property collected for 2022-23 as shown by Table II-D-2 below.

Table II-D-2
Budget for the Annual Installments
to be Collected for 2022-23

Description	Phase #1 Reimbursement Agreement
Interest payment on March 1, 2023	$93,776
Interest payment on September 1, 2023	$93,776
Principal payment on September 1, 2023	$260
Subtotal debt service payments	*$187,812*
Administrative expenses	$11,717
Subtotal Expenses	*$199,529*
Available Administrative Expense account	$0
Subtotal funds available	*$0*
Annual Installments	**$199,529**

Debt Service Payments

Annual Installments to be collected from Lots Triggered in 2022-23 for principal and interest include interest due on March 1, 2023 in the amount of $93,776 and on September 1, 2023 in the amount of $93,776, which equal interest on the outstanding Phase #1 Reimbursement Agreement Assessments balance of $2,359,137 for six months each and an effective interest rate of the 7.95 percent. Annual Installments to be collected include a principal amount of $260 due on September 1, 2022. As a result, total principal and interest due from Lots Triggered in 2022-23 for the Phase #1 Reimbursement Agreement is estimated to be equal to $187,812.

Administrative Expenses

Administrative expenses include the City, Administrator, auditor and contingency fees. As shown in Table II-D-3 below, the total administrative expenses to be collected for 2022-23 are estimated to be $11,717.

Table II-D-3
Administrative Budget Breakdown

Description	2022-23 Estimated Budget (9/1/22-8/31/23)
City	$2,000
Administrator	$7,500
Auditor	$2,000
Contingency	$217
Total	**$11,717**

Available Administrative Expense Account

Annual Installments to be collected for Assessment Year ending September 1, 2023 represent the first collection cycle of Annual Installments. As a result, there is no available administrative expense credit to reduce the Annual Installment for the 2022-23 Annual Installment.

E. ANNUAL INSTALLMENTS PER UNIT – PHASE #1 – LOTS TRIGGERED FOR 2022-23

According to the Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay principal and interest on Phase #1 Reimbursement Agreement and to cover Administrative Expenses of the PID.

According to the Service and Assessment Plan, 327 units representing 291.44 total Equivalent Units are anticipated to be built within the PID. According to the City, eighty-six (86) Lots were issued a building permit as of June 30, 2022, representing 75.89 Equivalent Units that were triggered in 2022-23.

Accordingly, the net principal and interest portion of Annual Installment to be collected from Lots Triggered in 2022-23 will be $2,474.83 ([$260+ $187,551 = $187,812] ÷ 75.89 = $2,474.83) and the net Administrative Expenses to be collected from each unit will be $154.40 (i.e. ($11,717 ÷ 75.89 = $154.40). As a result, the total gross Annual Installment to be collected from each unit within the PID will be $2,629.23 (i.e. $2,474.83 + $154.40 = $2,629.23). The Annual Installment to be collected from each Parcel within the PID is calculated by multiplying the Annual Installment for each unit of $2,629.23 by the total estimated units for each Parcel in the PID.

The Annual Installment due to be collected from the Lots Triggered in 2022-23 is shown in Table II-D-4 below.

Table II-D-4
Annual Installment Per Unit

Lot Type	Annual Installment	Equivalent Unit Factor	Annual Installment per Equivalent Unit
Lot Type 2 (50 Ft Lot)	$2,629.23	1.00	$2,629.23
Lot Type 3 (40 Ft Lot)	$2,629.23	0.89	$2,337.09
Lot Type 5 (25 Ft Lot)	$2,629.23	0.78	$2,044.96

The list of Parcels within the PID, the number of units to be developed on the current residential Parcels, the corresponding total units, the total outstanding Assessment, the annual principal and interest, the Administrative Expenses, and the Annual Installment to be collected for 2022-23 are shown in the Assessment Roll Summary attached hereto as Appendix D.

(remainder of this page is intentionally left blank)

III. UPDATE OF THE ASSESSMENT PLAN

The Service and Assessment Plan adopted by the City Council describes that the Authorized Improvement costs shall be allocated to the Assessed Property equally based on the equivalent number of residential dwelling units anticipated to be built on each Parcel once such property is fully developed, and that such method of allocation will result in the imposition of equal shares of the Authorized Improvement costs to Parcels similarly benefited.

Assessment Methodology

This method of assessing property, as updated in prior Annual Service Plan Updates, has not been changed and Assessed Property will continue to be assessed as provided for in the Service and Assessment Plan.

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IV. UPDATE OF THE ASSESSMENT ROLL

Pursuant to the original Service and Assessment Plan, the Assessment Rolls shall be updated each year to reflect:

> (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by the Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.I of the Service and Assessment Plan.

The summary of the updated Assessment Roll is shown in Appendix D of this report. Each Parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each Parcel. Assessments are to be reallocated for the subdivision of any Parcels.

A. PARCEL UPDATES

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel.
B = the Assessment for the Parcel prior to subdivision.
C = the estimated Equivalent Units to be built on each newly subdivided Parcel
D = the sum of the estimated Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

According to the Developer and the Grayson Appraisal District, three-hundred and thirty-three (333) Lots in Phase #1 of the PID were subdivided from Parcels 125515, 220351, and 125513 in 2021. The final plat recorded in June of 2021 and the Assessments were allocated proportionally according to Lot Type. See Table IV-A-1 on the following page for the reallocation of Phase #1 Assessments after subdivision.

Table IV-A-1
Phase #1 Parcel Subdivision

Prior to Subdivision				After Subdivision						
Parcels	Estimated No. of Units	Total EUs	Total Outstanding Phase #1 Assessment	Parcels	Lot Size	Estimated No. of Units	EU Factor	Total EUs	Assessment per Unit	Total Outstanding Phase #1 Assessment
125515, 220351, 125513	327	291.44	$9,060,054	Phase #1 (Various)	25 Ft	98	0.78	76.22	$24,179	$2,369,499
					40 Ft	124	0.89	110.22	$27,633	$3,426,448
					50 Ft	105	1.00	105.00	$31,087	$3,264,106
					HOA	6	0.00	0.00	$0	$0
					Subtotal	*333*		*291.44*		*$9,060,054*
Total	**327**	**291.44**	**$9,060,054**	**Total**		**333**		**291.44**	**0**	**$9,060,054**

According to the Grayson County Clerk's Office, an amended Phase #1 plat was filed and recorded on March 24, 2022. According to the City, the amended Phase #1 plat was filed to address utility easements needed for the development and did not impact the total lot count, or any lot sizes, subdivided in the original Phase #1 plat.

B. PREPAYMENT OF ASSESSMENTS

As of July 31, 2022, there have been no prepayment of Assessments for any Parcel within the PID.

The complete Assessment Rolls are available for review at the City Hall, located at 222 W. Mulberry Street, Sherman, Texas 75090.

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APPENDIX A
BEL AIR VILLAGE PID MAP

CALLED 21.05 ACRES
GRAYSON COUNTY, TEXAS
VOL. 888, PG. 591
D.R.G.C.T.

CALLED 96.193 ACRES
ANEL A. ALEMAN AND WIFE
JUDY A. ALEMAN
VOL. 3793, PG. 925
O.P.R.G.C.T.

CALLED 379.73 ACRES
CHOCTAW CREEK RANCH, LLC
VOL. 5607, PG. 293
O.P.R.G.C.T.

CALLED 2.4148 ACRES
BNSF RAILWAY COMPANY
INST. NO. 2020-4185
O.P.R.G.C.T.

BURLINGTON NORTHERN SANTA FE RAILROAD

YES COMPANIES EXP2
KEY, LLC
VOL. 5858, PG. 102
O.P.R.G.C.T.

CALLED 32.545 ACRES
TERRA PERPETUA, LLC
INST. NO. 2019-22885
O.P.R.G.C.T.

PHASE 1
58.50 ACRES

FUTURE PHASE

EX STREAM
CENTERLINE

TRACT 1 (CALLED 42.869 ACRES)
THANH TRONG BGUYEN AND WIFE,
THU THUY PHAM
INST. NO. 2017-18222
O.P.R.G.C.T.

OVERALL PID BOUNDARY
278.38 ACRES

CALLED 31.841 ACRES
LIBERTY TRUST COMPANY, LTD,
CUSTODIAN f/b/o BECKY ANN FARRIS
VOL. 5645, PG. 497
O.P.R.G.C.T.

F.M. 1417

CALLED 88,972.5 SQ. FT.
GRAYSON COUNTY, TEXAS
VOL. 1660, PG. 420
D.R.G.C.T.

EX STREAM
CENTERLINE

REMAINING PORTION OF
CALLED 240.9284 ACRES
FISHER CONTROLS COMPANY, INC.
VOL. 1349, PG. 493
D.R.G.C.T.

CALLED 245.83 ACRES
TERRA PERPETUA, LLC
INST. NO. 2018-3686
O.P.R.G.C.T.

BLOCK 1, LOT 1
BLALOCK INDUSTRIAL PARK
VOL. 8, PG. 92
P.R.G.C.T.

BLOCK TWO
CONSTITUTION VILLAGE
VOL. 3, PG. 73
P.R.G.C.T.

REMAINING PORTION OF
CALLED 13.41 ACRES
SHERMAN ECONOMIC
DEVELOPMENT CORPORATION
VOL. 5680, PG. 685
O.P.R.G.C.T.

CALLED 25.264 ACRES
LIBERTY TRUST CO., LTD., CUSTODIAN
FBO YING XU ROTH IRA TC005981
INST. NO. 2018-22856
O.P.R.G.C.T.

CALLED 12.166 ACRES
RAMANUJAM K. VANGIPURAM AND
SAMRAJYAM KOLLURU
VOL. 5945, PG. 638
O.P.R.G.C.T.

LOT 4
MBG SHERMAN ADDITION
DOC. 2018-51
P.R.G.C.T.

0 200' 400'
GRAPHIC SCALE 200'

Know what's **below.**
Call before you dig.

BENCH MARK LIST

TBM #11 X-CUT IN CONCRETE ON BRIDGE 145'+/- SOUTHWEST OF THE CENTERLINE OF BURLINGTON NORTHERN SANTA FE RAIL ROAD AND 26'+/- SOUTHEAST OF THE CENTERLINE OF F. M. HIGHWAY 1417
ELEV: 706.31'

TBM #10 X-CUT IN CONCRETE CURB 70'+/- SOUTHEAST OF THE CENTERLINE OF F. M. HIGHWAY 1417 AND 120'+/- NORTHEAST OF NORTH DAKOTA DRIVE
ELEV: 719.54'

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2021 KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069
PHONE: 469-301-2580 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer MICHAEL J. CARLISLE
P.E. No. 133972 Date

KHA PROJECT	064462003
DATE	APRIL 2021
SCALE	AS SHOWN
DESIGNED BY	MJC
DRAWN BY	CAT
CHECKED BY	MJC

BEL-AIR VILLAGE

SHERMAN, TEXAS

PID BOUNDARY EXHIBIT

SHEET NUMBER

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.

WARDS
XREFS
PLOTTED BY
LAST PLOT BY
DWG PATH
DWG NAME
xBndy - xBlo - xSte-Future - xSte-SF-Ph1 - xSte-Grand_Ph1 - xSte-SF-Ph1-Parcels - xSte-Grand_Ph1 - Update 20210330 - xStreams
CARLISLE, MICHAEL 4/14/2021 8:28 AM
K:\MKX_CIVIL\064462003-SHERMAN / BEL-AIR VILLAGE\CAD\EXHIBITS
K:\MKX_CIVIL\064462003-SHERMAN / BEL-AIR VILLAGE\CAD\EXHIBITS\PID EXHIBIT.DWG

APPENDIX B
PREPAID PARCELS

APPENDIX B

As of July 31, 2022, there have been no prepayment of Assessments for any Parcel within the PID.

APPENDIX C
PHASE #1 ASSESSED VALUES

Appendix C

Bel Air Village Public Improvement District

2022 Phase #1 Assessed Values

Parcel ID	2022 Assessed Value[1]
437118	$6,164
437119	$4,912
437120	$4,912
437121	$6,164
437122	$6,164
437123	$4,912
437124	$4,912
437125	$4,912
437126	$6,164
437127	$6,164
437128	$4,912
437129	$4,912
437130	$4,912
437131	$7,128
437132	$7,224
437133	$4,912
437134	$4,912
437135	$4,912
437136	$6,164
437137	$6,164
437138	$4,912
437139	$4,912
437140	$4,912
437141	$6,164
437142	$6,164
437143	$4,912
437144	$4,912
437145	$4,912
437146	$6,164
437147	$100
437148	$6,164
437149	$4,912
437150	$4,912
437151	$4,912
437152	$4,912
437153	$6,164
437154	$6,164
437155	$4,912
437156	$4,912
437157	$4,816
437158	$6,550

Appendix C

Bel Air Village Public Improvement District

2022 Phase #1 Assessed Values

Parcel ID	2022 Assessed Value[1]
437159	$8,669
437160	$5,105
437161	$4,912
437162	$6,164
437163	$6,164
437164	$4,912
437165	$4,912
437166	$8,284
437167	$6,550
437168	$4,816
437169	$4,912
437170	$4,912
437171	$6,164
437172	$6,164
437173	$4,912
437174	$4,912
437175	$4,912
437176	$6,164
437177	$6,164
437178	$4,912
437179	$4,912
437180	$4,912
437181	$6,164
437182	$6,164
437183	$4,912
437184	$4,912
437185	$6,164
437186	$8,284
437187	$4,912
437188	$4,912
437189	$6,164
437190	$6,164
437191	$4,912
437192	$4,912
437193	$8,284
437194	$6,164
437195	$4,912
437196	$4,912
437197	$6,164
437198	$6,164
437199	$4,912

Appendix C

Bel Air Village Public Improvement District

2022 Phase #1 Assessed Values

Parcel ID	2022 Assessed Value[1]
437200	$4,912
437201	$4,912
437202	$6,164
437203	$10,595
437204	$5,105
437205	$5,105
437206	$6,453
437207	$6,453
437208	$5,105
437209	$5,105
437210	$5,105
437211	$6,453
437212	$6,453
437213	$5,105
437214	$5,105
437215	$5,105
437216	$7,513
437217	$13,388
437218	$10,788
437219	$10,788
437220	$10,788
437221	$10,788
437222	$12,136
437223	$20,131
437224	$19,842
437225	$15,508
437226	$14,641
437227	$15,026
437228	$10,595
437229	$17,723
437230	$20,516
437231	$16,567
437232	$16,663
437233	$14,063
437234	$13,100
437235	$13,100
437236	$13,100
437237	$13,677
437238	$16,663
437239	$18,686
437240	$100

Appendix C
Bel Air Village Public Improvement District
2022 Phase #1 Assessed Values

Parcel ID	2022 Assessed Value[1]
437241	$15,219
437242	$12,811
437243	$13,581
437244	$13,581
437245	$13,581
437246	$13,196
437247	$12,811
437248	$12,811
437249	$13,100
437250	$13,292
437251	$13,292
437252	$13,292
437253	$12,907
437254	$12,811
437255	$12,811
437256	$12,811
437257	$12,811
437258	$12,811
437259	$12,811
437260	$15,219
437261	$15,508
437262	$13,100
437263	$13,100
437264	$13,100
437265	$13,100
437266	$13,100
437267	$13,100
437268	$13,485
437269	$14,641
437270	$14,930
437271	$15,411
437272	$15,315
437273	$14,159
437274	$13,870
437275	$26,419
437276	$24,457
437277	$12,618
437278	$15,604
437279	$14,159
437280	$16,085
437281	$14,448

Appendix C

Bel Air Village Public Improvement District

2022 Phase #1 Assessed Values

Parcel ID	2022 Assessed Value[1]
437282	$10,980
437283	$11,173
437284	$11,173
437285	$11,173
437286	$11,173
437287	$10,403
437289	$10,595
437290	$21,383
437291	$24,562
437292	$11,558
437293	$10,595
437294	$10,595
437295	$10,595
437296	$10,595
437297	$13,196
442235	$24,818
442236	$10,884
442237	$12,233
442238	$21,865
442239	$20,709
442240	$26,994
442241	$20,805
437306	$13,870
437307	$10,210
437308	$10,210
437309	$10,210
437310	$10,210
437311	$10,210
437312	$12,618
437313	$13,677
437314	$11,077
437315	$11,077
437316	$11,077
437317	$11,077
437318	$10,499
442242	$25,163
442243	$17,530
442244	$11,462
442245	$100
442246	$100
437322	$10,210

Appendix C

Bel Air Village Public Improvement District

2022 Phase #1 Assessed Values

Parcel ID	2022 Assessed Value[1]
437323	$10,210
437324	$10,210
437325	$10,210
437326	$10,210
437327	$10,210
437328	$10,210
437329	$10,210
437330	$10,210
437331	$10,210
437332	$10,210
437333	$12,618
437334	$13,100
437335	$10,210
437336	$10,210
437337	$10,210
437338	$10,210
437339	$10,210
437340	$10,210
437341	$10,210
437342	$10,210
437343	$10,210
437344	$10,210
437345	$10,499
437346	$10,788
437347	$10,788
437348	$10,788
437349	$10,788
437350	$10,788
437351	$10,788
437352	$13,485
437353	$19,649
437354	$13,774
437355	$13,774
437356	$13,388
437357	$12,811
437358	$12,329
437359	$12,040
437360	$11,077
437361	$10,210
437362	$10,210
437363	$10,210

Appendix C
Bel Air Village Public Improvement District
2022 Phase #1 Assessed Values

Parcel ID	2022 Assessed Value[1]
437364	$10,210
437365	$10,210
437366	$10,210
437367	$10,210
437368	$10,210
437369	$10,210
437370	$10,210
437371	$12,907
437372	$14,544
437373	$14,641
437374	$14,641
437375	$14,544
437376	$13,292
437377	$13,292
437378	$13,292
437379	$13,292
437380	$13,292
437381	$13,292
437382	$13,677
437383	$14,255
437384	$14,352
437385	$14,352
437386	$14,352
437387	$14,159
437388	$14,544
437389	$12,714
437390	$13,100
437391	$10,692
437392	$10,692
437393	$10,692
437394	$13,100
437395	$10,210
437396	$10,210
437397	$12,040
437398	$11,751
437399	$10,788
437400	$10,884
437401	$10,884
437402	$10,884
437403	$10,884
437404	$10,884

Appendix C
Bel Air Village Public Improvement District
2022 Phase #1 Assessed Values

Parcel ID	2022 Assessed Value[1]
437405	$10,499
437406	$10,306
437407	$10,306
437408	$10,306
437409	$10,306
437410	$10,306
437411	$10,306
437412	$10,306
437413	$10,306
437414	$13,870
437415	$12,714
437416	$13,388
437417	$13,388
437418	$12,714
437419	$14,930
437420	$17,338
437421	$17,723
437422	$26,101
437423	$19,649
437424	$13,292
437425	$13,292
437426	$13,292
437427	$14,063
437428	$14,063
437429	$13,966
437430	$13,774
437431	$13,388
437432	$12,714
437433	$12,714
437434	$13,870
437435	$13,870
437436	$12,714
437437	$12,714
437438	$13,292
437439	$13,966
437440	$14,159
437441	$14,352
437442	$14,352
437443	$13,966
437444	$13,485
437445	$13,485

Appendix C
Bel Air Village Public Improvement District
2022 Phase #1 Assessed Values

Parcel ID	2022 Assessed Value[1]
437446	$13,485
437447	$13,485
437448	$13,485
437449	$13,485
437450	$24,351
Total	**$3,609,028**

1 - Includes applicable exemptions as provided per the Grayson Central Appraisal District online records as of July 11, 2022.

APPENDIX D
PHASE #1 ASSESSMENT ROLL – 2022-23

BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT
PHASE #1 ASSESSMENT ROLL
Lots Triggered for Collection in 2022-23

Parcel	Lot Size	Equivalent Unit	Outstanding Assessments	Principal	Interest	Administrative Expenses	2022-23 Annual Installment
437118	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437119	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437120	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437121	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437122	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437123	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437124	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437125	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437126	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437127	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437128	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437129	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437130	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437131	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437132	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437133	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437134	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437135	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437136	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437137	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437138	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437139	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437140	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437141	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437142	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437143	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437144	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437145	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437146	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437147	HOA	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
437148	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437149	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437150	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437151	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437152	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437153	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437154	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437155	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437156	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437157	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437158	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437159	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437160	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437161	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437162	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437163	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437164	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437165	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437166	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437167	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437168	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437169	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437170	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437171	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437172	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00

BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT
PHASE #1 ASSESSMENT ROLL
Lots Triggered for Collection in 2022-23

Parcel	Lot Size	Equivalent Unit	Outstanding Assessments	Principal	Interest	Administrative Expenses	2022-23 Annual Installment
437173	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437174	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437175	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437176	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437177	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437178	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437179	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437180	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437181	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437182	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437183	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437184	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437185	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437186	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437187	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437188	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437189	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437190	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437191	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437192	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437193	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437194	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437195	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437196	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437197	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437198	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437199	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437200	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437201	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437202	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437203	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437204	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437205	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437206	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437207	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437208	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437209	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437210	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437211	25'	0.78	$24,178.57	$2.67	$1,922.20	$120.09	$2,044.96
437212	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437213	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437214	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437215	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437216	25'	0.78	$24,178.57	$0.00	$0.00	$0.00	$0.00
437217	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437218	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437219	40'	0.89	$27,632.65	$3.05	$2,196.80	$137.25	$2,337.09
437220	40'	0.89	$27,632.65	$3.05	$2,196.80	$137.25	$2,337.09
437221	40'	0.89	$27,632.65	$3.05	$2,196.80	$137.25	$2,337.09
437222	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437223	40'	0.89	$27,632.65	$3.05	$2,196.80	$137.25	$2,337.09
437224	40'	0.89	$27,632.65	$3.05	$2,196.80	$137.25	$2,337.09
437225	40'	0.89	$27,632.65	$3.05	$2,196.80	$137.25	$2,337.09
437226	40'	0.89	$27,632.65	$3.05	$2,196.80	$137.25	$2,337.09
437227	40'	0.89	$27,632.65	$3.05	$2,196.80	$137.25	$2,337.09

BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT
PHASE #1 ASSESSMENT ROLL
Lots Triggered for Collection in 2022-23

Parcel	Lot Size	Equivalent Unit	Outstanding Assessments	Principal	Interest	Administrative Expenses	2022-23 Annual Installment
437228	HOA	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
437229	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437230	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437231	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437232	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437233	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437234	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437235	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437236	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437237	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437238	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437239	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437240	HOA	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
437241	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437242	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437243	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437244	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437245	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437246	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437247	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437248	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437249	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437250	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437251	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437252	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437253	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437254	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437255	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437256	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437257	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437258	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437259	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437260	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437261	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437262	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437263	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437264	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437265	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437266	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437267	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437268	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437269	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437270	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437271	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437272	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437273	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437274	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437275	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437276	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437277	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437278	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437279	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437280	50'	1.00	$31,086.73	$3.43	$2,471.39	$154.40	$2,629.23
437281	40'	0.89	$27,632.65	$3.05	$2,196.80	$137.25	$2,337.09
437282	40'	0.89	$27,632.65	$3.05	$2,196.80	$137.25	$2,337.09

BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT
PHASE #1 ASSESSMENT ROLL
Lots Triggered for Collection in 2022-23

Parcel	Lot Size	Equivalent Unit	Outstanding Assessments	Principal	Interest	Administrative Expenses	2022-23 Annual Installment
437283	40'	0.89	$27,632.65	$3.05	$2,196.80	$137.25	$2,337.09
437284	40'	0.89	$27,632.65	$3.05	$2,196.80	$137.25	$2,337.09
437285	40'	0.89	$27,632.65	$3.05	$2,196.80	$137.25	$2,337.09
437286	40'	0.89	$27,632.65	$3.05	$2,196.80	$137.25	$2,337.09
437287	40'	0.89	$27,632.65	$3.05	$2,196.80	$137.25	$2,337.09
437289	40'	0.89	$27,632.65	$3.05	$2,196.80	$137.25	$2,337.09
437290	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437291	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437292	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437293	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437294	40'	0.89	$27,632.65	$3.05	$2,196.80	$137.25	$2,337.09
437295	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437296	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437297	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
442235	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
442236	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
442237	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
442238	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
442239	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
442240	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
442241	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437306	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437307	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437308	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437309	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437310	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437311	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437312	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437313	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437314	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437315	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437316	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437317	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437318	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
442242	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
442243	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
442244	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
442245	HOA	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
442246	HOA	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
437322	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437323	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437324	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437325	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437326	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437327	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437328	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437329	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437330	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437331	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437332	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437333	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437334	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437335	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437336	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437337	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00

BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT
PHASE #1 ASSESSMENT ROLL
Lots Triggered for Collection in 2022-23

Parcel	Lot Size	Equivalent Unit	Outstanding Assessments	Principal	Interest	Administrative Expenses	2022-23 Annual Installment
437338	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437339	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437340	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437341	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437342	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437343	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437344	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437345	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437346	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437347	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437348	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437349	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437350	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437351	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437352	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437353	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437354	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437355	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437356	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437357	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437358	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437359	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437360	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437361	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437362	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437363	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437364	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437365	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437366	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437367	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437368	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437369	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437370	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437371	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437372	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437373	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437374	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437375	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437376	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437377	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437378	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437379	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437380	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437381	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437382	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437383	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437384	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437385	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437386	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437387	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437388	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437389	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437390	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437391	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437392	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00

BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT
PHASE #1 ASSESSMENT ROLL
Lots Triggered for Collection in 2022-23

Parcel	Lot Size	Equivalent Unit	Outstanding Assessments	Principal	Interest	Administrative Expenses	2022-23 Annual Installment
437393	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437394	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437395	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437396	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437397	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437398	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437399	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437400	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437401	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437402	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437403	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437404	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437405	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437406	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437407	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437408	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437409	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437410	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437411	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437412	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437413	40'	0.89	$27,632.65	$0.00	$0.00	$0.00	$0.00
437414	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437415	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437416	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437417	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437418	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437419	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437420	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437421	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437422	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437423	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437424	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437425	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437426	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437427	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437428	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437429	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437430	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437431	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437432	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437433	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437434	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437435	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437436	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437437	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437438	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437439	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437440	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437441	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437442	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437443	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437444	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437445	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437446	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437447	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00

BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT
PHASE #1 ASSESSMENT ROLL
Lots Triggered for Collection in 2022-23

Parcel	Lot Size	Equivalent Unit	Outstanding Assessments	Principal	Interest	Administrative Expenses	2022-23 Annual Installment
437448	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437449	50'	1.00	$31,086.73	$0.00	$0.00	$0.00	$0.00
437450	HOA	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total		**291.44**	**$9,060,054.00**	**$260.39**	**$187,551.41**	**$11,717.50**	**$199,529.30**

APPENDIX E
PID ASSESSMENT NOTICE

PID Assessment Notice

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT
TO
CITY OF SHERMAN, TEXAS
CONCERNING THE FOLLOWING PROPERTY

[insert property address]

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Sherman, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the Bel Air Village Public Improvement District (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City or MuniCap, Inc., the District Administrator for the City, located at 600 E. John Carpenter Fwy, Suite 150, Irving, Texas 75062 and available by telephone at (469) 490-2800 or (866) 648-8482 (toll free) and email at txpid@municap.com.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: _____

_____ _____
Signature of Purchaser Signature of Purchaser

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____

Notary Public, State of Texas

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 6.**

Meeting Date: 08/15/2022

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6512

Amending Chapter 3 (Building Regulations), ARTICLE 3.12 (Flood Damage Prevention) of the Code of Ordinances, City of Sherman, Texas; Establishing New Regulations Designed to Minimize Flood Losses; Defining Terms; Delegating Authority to the Floodplain Administrator; Requiring a Floodplain Development Permit; Setting Forth Variances Procedures; Establishing Flood Hazard Reduction Standards; Adopting Flood Insurance Rate Maps; Providing for Inclusion in the Code of Ordinances; Providing A Savings/Repealing Clause, Severability Clause And An Effective Date

Issue:

Amending Chapter 3 (Building Regulations), ARTICLE 3.12 (Flood Damage Prevention) of the Code of Ordinances, City of Sherman, Texas; Establishing New Regulations Designed to Minimize Flood Losses; Defining Terms; Delegating Authority to the Floodplain Administrator; Requiring a Floodplain Development Permit; Setting Forth Variances Procedures; Establishing Flood Hazard Reduction Standards; Adopting Flood Insurance Rate Maps

Background:

The City of Sherman hired Halff Associates to hydraulically analyze the floodplains of the Post Oak Creek drainage basin, including its tributaries, to create more accurate floodplain maps. Halff Associates' data was presented as a Letter Of Map Revision (LOMR) to the Federal Emergency Management Agency (FEMA). FEMA accepted the new floodplain data and has gone through the required public notice process for comments and amendments for proposed changes to the Flood Insurance Rate Maps (FIRM's). FEMA is now issuing these new FIRM's with an effective date of September 1, 2022. Before the maps go into effect, the City of Sherman is required to review and update its flood damage prevention ordinances for compliance with current FEMA regulations and adopt the new FIRM's. The City hired Halff Associates to review the City's flood damage prevention ordinance. Halff Associates has provided the City with recommended update changes mostly related to definitions, variance review, enforcement, and adoption of the new FIRM's.

Origination:

Wayne Lee, Director of Engineering

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

City staff recommends the City Council hold the public hearing and adopt this ordinance to amend the code provisions related to Flood Damage Prevention to continue to have the ability to minimize loss of property and life from flooding and to remain eligible for the National Flood Insurance Program.

Alternatives:

The City Council could choose not to adopt the proposed ordinance.

Attachments

Ordinance No. 6512

ORDINANCE NO. 6512

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 3 (BUILDING REGULATIONS), ARTICLE 3.12 (FLOOD DAMAGE PREVENTION) OF THE CODE OF ORDINANCES, CITY OF SHERMAN, TEXAS; ESTABLISHING NEW REGULATIONS DESIGNED TO MINIMIZE FLOOD LOSSES; DEFINING TERMS; DELEGATING AUTHORITY TO THE FLOODPLAIN ADMINISTRATOR; REQUIRING A FLOODPLAIN DEVELOPMENT PERMIT; SETTING FORTH VARIANCES PROCEDURES; ESTABLISHING FLOOD HAZARD REDUCTION STANDARDS; ADOPTING FLOOD INSURANCE RATE MAPS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING A SAVINGS/REPEALING 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 Council of the City of Sherman, Texas finds that it would be advantageous and beneficial to the City of Sherman, Texas to amend the Code of Ordinances, Chapter 3 (Building Regulations), Article 3.12 (Flood Damage Prevention) for the purpose of establishing new regulations designed to minimize flood losses in accordance with applicable law; and

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

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

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

SECTION 2: That Chapter 3 (Building Regulations), Article 3.12 (Flood Damage Prevention) of the Code of Ordinances, City of Sherman, Texas, is amended to read as follows[1]:

ARTICLE 3.12 FLOOD DAMAGE PREVENTION

Division 1. General

Sec. 3.12.001 Statutory Authorization

The Legislature of the State of Texas has, in the Flood Control Insurance Act, Texas Water Code, Section 16.315, delegated the responsibility of local governmental units to adopt regulations

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

designed to minimize flood losses. Therefore, the City Council adopts this Article in accordance with applicable law.

Sec. 3.12.002 Findings of Fact

(1) The flood hazard areas of the City are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

(2) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

Sec. 3.12.003 Statement of Purpose

It is the purpose of this Article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

(1) Protect human life and health;

(2) Minimize expenditure of public money for costly flood control projects;

(3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

(4) Minimize prolonged business interruptions;

(5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;

(6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and

(7) Ensure that potential buyers are notified that property is in a flood area.

Sec. 3.12.004 Methods of reducing flood losses

In order to accomplish its purposes, this Article uses the following methods:

(1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;

(2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

(3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;

(4) Control filling, grading, dredging and other development which may increase flood damage;

(5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters, or which may increase flood hazards to other lands.

Sec. 3.12.005 Definitions

Unless specifically defined below, words or phrases used in this Article shall be interpreted to give them the meaning they have in common usage and to give this Article its most reasonable application.

Appeal – a request for a review of the Floodplain Administrator's interpretation of any provision of this Article.

Appurtenant structure – a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

Area of shallow flooding – a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map with a one percent or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Base flood – the flood having a one percent annual chance of being equaled or exceeded in any given year.

Base flood elevation (BFE) – the elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a one percent (1%) annual chance of equaling or exceeding that level in any given year; also called the base flood.

Basement – any area of a building having its floor subgrade (below ground level) on all sides.

Breakaway wall – a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Conditional Letter of Map Amendment (CLOMA) – a proposed amendment to the currently effective FEMA map which establishes that a property is not located in a Special Flood Hazard Area contingent upon adherence to a specified plan of construction.

Conditional Letter of Map Revision (CLOMR) – the Federal Emergency Management Agency's comment on a proposed project that would affect the hydraulic or hydrologic characteristics of a

flooding source that would result in the modification of the existing regulatory floodway, effective base flood elevation, or Special Flood Hazard Area.

Critical Facilities – Structures or equipment that, if damaged or made non-functional, would impact the health, safety, and welfare of the public. For some facilities, even a slight chance of flooding is too great a threat. Typical critical facilities include, but are not limited to hospitals, nursing homes, orphanages, penal institutions, police stations, fire stations, emergency services, storage of critical records, water and sewage treatment plants, and pump stations.

Development – any manmade change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Elevated building – for insurance purposes, a non-basement building which has its lowest floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

Elevation certificate – a form used by the National Flood Insurance Program to indicate the elevation of the lowest inhabitable floor of a structure (including basements).

Existing construction – structures for which the "start of construction" commenced before the effective date of the current Flood Insurance Rate Map . "Existing construction" may also be referred to as "existing structures."

Existing manufactured home park or subdivision – a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the Flood Insurance Rate Map.

Expansion to an existing manufactured home park or subdivision – the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Federal Emergency Management Agency (FEMA) – an agency within the U.S. Department of Homeland Security charged with responding to Presidentially-declared disasters. This agency is responsible for administering the National Flood Insurance Program

Flood or flooding – a general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) The overflow of inland or tidal waters; or

(2) The unusual and rapid accumulation of runoff of surface waters from any source.

Flood elevation study – an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood Insurance Rate Map (FIRM) – an official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) – the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the flood boundary-floodway map.

Flood protection system – physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Floodplain or flood-prone area – land area susceptible to being inundated by water from any source. (See definition of "flood or flooding".)

Floodplain management – the operation of an overall program of corrective and preventative measures for reducing flood damage, including, but not limited to, emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations – zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of enforcement. The term describes such state or local regulations, or any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Floodproofing – a combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway – see regulatory floodway.

Functionally dependent use – a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and shipbuilding and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Highest adjacent grade – the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

Historic structure – any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary [of the Interior] to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

(4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

(a) By an approved state program as determined by the Secretary of the Interior; or

(b) Directly by the Secretary of the Interior in states without approved programs.

Known flood hazard area – a local area with a historic tendency of flooding or other drainage-related challenges that is not documented in Flood Insurance Rate Maps.

Levee – a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system – a flood protection system which consists of a levee or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Letter of Map Amendment (LOMA) – An amendment to the currently effective Federal Emergency Management Agency map which establishes that a property is not located in a Special Flood Hazard Area. A LOMA may only be issued by the Federal Emergency Management Agency.

Letter of Map Revision (LOMR) – An official amendment to the currently effective Federal Emergency Management Agency map. It is issued by the Federal Emergency Management Agency and changes flood zones, delineations, and elevations.

Lowest floor – the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the requirements of Section 60.3 of the National Flood Insurance Program Regulations.

Manufactured (mobile) home – a structure transportable in one (1) or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured (mobile) home" does not include a "recreational vehicle."

Manufactured (mobile) home park or subdivision, existing – a parcel (or contiguous parcels) of land divided into two (2) or more manufactured (mobile) home lots for rent or sale.

Manufactured (mobile) home park or subdivision, new – a manufactured home park or subdivision completed on or after the effective date of floodplain management regulations adopted by the City. Completion shall be defined as the date on which the facilities for servicing the manufactured home lots are constructed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Mean sea level (MSL) – for purposes of the National Flood Insurance Program, the North American Vertical Datum of 1988 or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.

New construction – structures for which the "start of construction" commenced on or after the effective date of the current effective Flood Insurance Rate Map and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by the City and includes any subsequent improvements to such structures.

National Flood Insurance Program (NFIP) – The program of flood insurance coverage and floodplain management administered under the Act and applicable Federal regulations promulgated in Title 44 of the Code of Federal Regulations, Subchapter B.

Nonresidential structure – A commercial or non-habitational building, or a mixed-use building that does not qualify as a residential building. This includes but is not limited to small businesses, churches, schools, farm buildings (including grain bins and silos), garages, pool houses, clubhouses, recreational buildings, mercantile buildings, agricultural and industrial buildings, warehouses, nursing homes, licensed bed-and-breakfasts, and hotels and motels with normal room rentals for less than 6 months.

Physical map revision (PMR) – an amendment to the effective Federal Emergency Management Agency floodplains

Recreational vehicle – a vehicle which is:

(1) Built on a single chassis;

(2) Four hundred (400) square feet or less when measured at the largest horizontal projections;

(3) Designed to be self-propelled or permanently towable by a light duty truck; and

(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.

Regulatory floodway – the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation (i.e. a rise of zero (0) feet).

Residential structure – a non-commercial building designed for habitation by one or more families or a mixed-use building that qualifies as a single-family, 2 - 4 family, or other residential building..

Riverine – relating to, formed by, or resembling a river (including tributaries), stream, creek, brook, etc.

Special Flood Hazard Area (SFHA) – an area having special flood, mudflow or flood-related erosion hazards and shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map Zone A, AO, A1-A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A30, V1-V30, VE or V. The SFHA is the area where the National Flood Insurance Program's floodplain management regulations must be enforced and the area where the mandatory purchase of flood insurance applies.

Start of construction – for new construction or substantial improvements, the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement was within one hundred eighty (180) days of the permit date. The actual start means,

(1) the first placement of permanent construction of a structure on a site or any work beyond the stage of excavation, not including land preparation (clearing, grading or filling), the erection of temporary forms or accessory buildings (garages or sheds not occupied as dwelling units or part of the main structure), or the installation of streets and/or walkways,

(2) the placement of a manufactured home on a foundation;

(3) for substantial improvement, the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure – for floodplain management purposes, a walled and roofed building that is principally above ground, including gas or liquid storage tanks and manufactured homes. A structure has two of more outside rigid walls and a roof that is affixed to a permanent site. The Federal Emergency Management Agency uses "structure" and "building" interchangeably.

Substantial damage – damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.

Substantial improvement – any repair, reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure before "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not include:

(1) improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

(2) alteration of an "historic structure," provided that the alteration will not preclude the structure's continued designation as an "historic structure."

Variance – a grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program Regulations.)

Violation – the failure of a structure or other development to be fully compliant with the City's floodplain management regulations, including failure to provide elevation certificates, other certifications, or evidence of compliance as required in Section 60.3 of the National Flood Insurance Program Regulations until such time as that documentation is provided.

Water surface elevation – the height, in relation to the North American Vertical Datum of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Sec. 3.12.006 Applicable Lands

This Article shall apply to all areas of special flood hazard within the jurisdiction of the City, including areas within City Limits and the City's extraterritorial jurisdiction.

Sec. 3.12.007 Basis for Establishing Areas of Special Flood Hazard

The areas of special flood hazard identified by FEMA in the current scientific and engineering report entitled, "The Flood Insurance Study for Grayson County, Texas and Incorporated Areas" dated September 1, 2022, with accompanying flood insurance rate maps, and any updates or revisions thereto, as well as areas which have not yet been delineated on the FEMA maps but are known to constitute a known flood hazard area, are hereby adopted by reference and declared to be a part of this Article.

Sec. 3.12.008 Establishment of Floodplain Development Permit

A floodplain development permit shall be required to ensure conformance with the provisions of this Article.

Sec. 3.12.009 Compliance

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this Article and other applicable regulations.

Sec. 3.12.010 Abrogation and Greater Restrictions

This Article is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this Article and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Sec. 3.12.011 Interpretation

In the interpretation and application of this Article, all provisions shall be:

(1) Considered as minimum requirements;

(2) Liberally construed in favor of the City; and

(3) Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 3.12.012 Warning and Disclaimer of Liability

The degree of flood protection required by this Article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can and will occur and flood heights may be increased by manmade or natural causes. This Article does not imply that land outside the Special Flood Hazard Areas or uses permitted within such areas will be free from flooding or flood damages.

This Article shall not create liability on the part of the City or any officer or employee thereof for any flood damages that result from reliance on this Article or any administrative decision lawfully made hereunder. In no case shall responsibility of liability arise from the design or operation of drainage facilities dedicated to the City.

Secs. 3.12.013–3.12.040 Reserved

Division 2. Administration

Sec. 3.12.041 Designation of Floodplain Administrator

The City Engineer is hereby appointed the Floodplain Administrator to administer and implement the provisions of this Article and other appropriate sections of 44 Code of Federal Regulations (CFR) of the Emergency Management and Assistance –NFIP Regulations pertaining to floodplain management.

Sec. 3.12.042 Duties and Responsibilities of Floodplain Administrator

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to the following:

(1) Maintain and hold open for public inspection all records pertaining to the provisions of this Article;

(2) Review building permit applications to determine whether proposed building site projects, including the placement of manufactured homes, will be reasonably safe from flooding;

(3) Review, approve, or deny all applications for floodplain development permits required by this Article;

(4) Review permits for proposed development to assure that all necessary permits have been obtained from required federal, state or local governmental agencies, including Section 404 of the Clean Water Act (Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334). However, these assurances do not assume any responsibility on the part of the Floodplain Administrator or the City to enforce the conditions of permits issued by agencies other than the City;

(5) Interpret, where necessary, the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions);

(6) In riverine situations, notify adjacent communities and the state coordinating agency, which is the Texas Water Development Board (TWDB) and also the Texas Commission on Environmental Quality (TCEQ), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to FEMA;

(7) Assure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained;

(8) Obtain, review, and reasonably utilize any base flood elevation data and/or floodway data available from a federal, state or other source, in order to administer the provisions of Section 3 of this Article when base flood elevation data has not been provided in accordance with Section 3.12.007;

(9) When a regulatory floodway has not been designated, require that no new construction, substantial improvements, or other development (including fill) is permitted within Zones A1-30 and AE on the community's FIRM unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood (rise of zero (0) feet) at any point within the community; and

(10) May approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood, provided that the community first completes all of the provisions required by 44 CFR Chapter 1, Section 65.12 of the NFIP Regulations.

(11) Maintain a record of all variance actions, including justification for their issuance.

(12) Review, comment, and approve or deny all CLOMR or LOMR requests to be submitted on behalf of the City to FEMA. The floodplain administrator must approve all CLOMRs and LOMRs before they are submitted to FEMA.

The City may require an additional third-party review fee depending on the complexity of the proposed project.

Sec. 3.12.043 Floodplain Permit Procedures

(1) A City floodplain development permit shall be required for all proposed development within a SFHA or floodplain to assure conformance with the provisions of this Article. The floodplain development permit shall be issued by the Engineering Department.

(2) Application for a floodplain development permit shall be presented to the Floodplain Administrator on forms furnished by the City and may include, but are not limited to,

(a) Plans, drawn to scale, showing:

(i) the locations, dimensions, and elevation of proposed landscape alterations, including fences,

(ii) the locations and dimensions of existing and proposed structures (including manufactured homes), along with:

a. The elevation (in relation to mean sea level) of the lowest floor (including basement) of all new and substantially improved structures; and

b. The elevation (in relation to mean sea level) to which any nonresidential structure shall be floodproofed;

(iii) the location of the foregoing in relation to areas of special flood hazard with BFEs shown where applicable. Additionally, the following information is required:

(b) A certificate from a professional engineer or architect, registered in the State of Texas, that the nonresidential floodproofed structure shall meet the floodproofing criteria of Section 3.12.072(2);

(c) A description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of the proposed;

(d) A model in the latest-available version of HEC-RAS or equivalent software showing existing and proposed conditions of the proposed project area and sufficient upstream and downstream extents to show no negative impact outside of the proposed project area;

(e) Where required, a CLOMR approved by the City's floodplain administrator and FEMA; and

(f) A maintained record of all information in accordance with Section 3.12.042(2).

(3) Approval or denial of a development permit by the Floodplain Administrator shall be based on all of the provisions of this Article and the following relevant factors:

(a) The danger to life and property due to flooding or erosion damage;

(b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

(c) The danger that materials may be swept onto other lands to the injury of others;

(d) The compatibility of the proposed use with existing and anticipated development;

(e) The safety of access to the property in times of flood for ordinary and emergency vehicles;

(f) The costs of providing governmental services during and after flood conditions, including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;

(g) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;

(h) The necessity to the facility of a waterfront location, where applicable;

(i) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use; and

(j) The relationship of the proposed use to the comprehensive plan for that area.

Sec. 3.12.044 Variance Procedures

(1) The Board of Adjustments, as authorized by this Code, shall hear and render judgment on written requests for variances from the requirements of this Article.

(2) The Board of Adjustments shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this Article.

(3) Any person or persons aggrieved by the decision of the Board of Adjustments may appeal such decision in the courts of competent jurisdiction.

(4) The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

(5) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the state inventory of historic places, without regard to the procedures set forth in the remainder of this Article.

(6) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section

3.12.043 of this Article have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

(7) Upon consideration of the factors noted above and the intent of this Article, the Board of Adjustments may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this Article (Section 3.12.003).

(8) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(9) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(10) Prerequisites for granting variances:

(a) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief;

(b) Variances shall only be issued upon:

(i) Showing a good and sufficient cause;

(ii) A determination that failure to grant the variance would result in undue hardship to the applicant; and

(iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(c) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(11) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:

(a) The criteria outlined in subsections (1) through (10) of Section 3.12.044 of this Article are met; and

(b) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

Sec. 3.12.045 Enforcement

(1) A person commits an offense by:

(a) commencing development within a SFHA or floodplain without first obtaining a floodplain development permit from the City;

(b) failing to return the property to its original or previous condition after commencing development within a SFHA or floodplain without first obtaining a floodplain development permit from the City; or

(c) Failing to adhere to the regulations established within this Article without first obtaining an appropriate variance as outlined in Section 3.12.044.

(2) A violation of any provision of this Article shall be required to return the property to its previous or original condition or complete the appropriate floodplain permitting process including any requirements stated from said process.

(3) Any person found to be in violation of this Article commits an offense and shall be subject to the provisions of Article 1.01, Section 1.01.009 "General penalty for violations of code; continuing violations" of this Code.

Secs. 3.12.046–3.12.070 Reserved

Division 3. Flood Hazard Reduction Standards

Sec. 3.12.071 General Standards

In all SFHAs, the following provisions shall be required for all new construction and substantial improvements:

(1) Designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(2) Constructed by methods and practices that minimize flood damage;

(3) Constructed with materials resistant to flood damage;

(4) Constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;

(5) Designed to minimize or eliminate infiltration of floodwaters into the system;

(6) Designed to minimize or eliminate infiltration of floodwaters into wastewater systems and discharge from the systems into floodwaters; and

(7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

Sec. 3.12.072 Specific Standards

In all SFHAs where base flood elevation data has been provided as set forth in Section 3.12.007, Section 3.12.042(8), or Section 3.12.074(3), the following provisions are required:

(1) Residential construction.

New construction and substantial improvement of any residential structure shall have the lowest floor (including basement) elevated to two (2) feet above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standards proposed in Section 3.12.043(1)-(4) are satisfied.

Any fill dirt required for improvements in the 1% annual chance (100-year) floodplain shall come from the lot that the proposed improvements are to be placed on. It shall be unlawful to bring into the 1% annual chance (100-year) floodplain, with the exception of sand necessary to construct an approved foundation that meets the requirements of this section, any fill materials. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Section 3.12.043(1)(b)(i) is satisfied.

(2) Nonresidential construction.

New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to at least two (2) feet above the base flood level or, together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.

Any fill dirt required for improvements in the 1% annual chance (100-year) floodplain shall come from the lot that the proposed improvements are to be placed on. It shall be unlawful to bring into the 1% annual chance (100-year) floodplain, with the exception of sand necessary to construct an approved foundation that meets the requirements of this section, any fill materials. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Section 3.12.043(1)(b)(i) is satisfied.

(3) Enclosures.

New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

(a) *A minimum of two (2) openings on separate walls having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding shall be provided;*

(b) *The bottom of all openings shall be no higher than one (1) foot above grade; and*

(c) *Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.*

(4) *Manufactured homes.*

(a) *All manufactured homes to be placed within Zone A on the City's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.*

(b) *No development permit shall be issued for the construction of the following structures within the 1% annual chance (100-year) floodplain: hospitals, nursing or convalescent homes, sanitariums, homes for the aged or infirm, mental or penal institutions, refugee centers or camps, halfway houses.*

(c) *Manufactured homes along with attending utilities that are placed or substantially improved within zones A1-30, AH, and AE on the community's FIRM on sites:*

(i) *outside of a manufactured home park or subdivision,*

(ii) *in a new manufactured home park or subdivision,*

(iii) *in an expansion to an existing manufactured home park or subdivision, or*

(iv) *in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood,*

must be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to at least three (3) feet above the base flood

elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(d) Require that manufactured homes along with attending utilities be placed or substantially improved on sites in an existing manufactured home park or subdivision within zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of subsection (4) of this section be elevated so that either:

(i) The lowest floor of the manufactured home is at least three (3) feet above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.; or

(ii) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(5) Recreational vehicles.

Require that recreational vehicles placed on sites within zones A1-30, AH, and AE on the community's FIRM either:

(a) be on the site for fewer than one hundred eighty (180) consecutive days,

(b) be fully licensed and ready for highway use, or

(c) meet the permit requirements of Section 3.12.043(1)-(4), and the elevation and anchoring requirements for "manufactured homes" in subsection (4)(a) of this section. A recreational vehicle is ready for highway use if it is:

(i) on its wheels or jacking system,

(ii) is attached to the site only by quick disconnect-type utilities and security devices, and

(iii) has no permanently attached additions.

Sec. 3.12.073 Subdivision Plats

All subdivision plats embracing proposed development of portions of any area officially identified as having special flood hazards must be approved prior to the start of construction. Subdivisions or other proposed new development shall be required to be consistent with the need to minimize flood damage, locate, elevate, and construct all public utilities and facilities, such as sewer, gas, electrical and water systems, to minimize or eliminate flood damage and to provide adequate drainage so as to reduce exposure to flood hazards As a part of subdivision plat approval, water

supply and sanitary sewer systems shall be designed and installed to minimize or eliminate infiltration of floodwaters into water systems and discharges from sewer systems into floodwaters. Plats with planned on-site waste disposal systems shall be approved only where the systems can be designed, located, and constructed so as to avoid impairment of these or contamination from these during flooding. Official floodplain delineations and delineations of floodways denoting limits of permissible flood flow restricting development shall be clearly shown on all plats submitted for approval wherever such contain floodplain and floodway segments.

Sec. 3.12.074 Standards for Subdivision Proposals

(1) All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall be consistent with the provisions of this Article.

(2) All proposals for the development of subdivisions, including the placement of manufactured home parks and subdivisions, shall meet floodplain development permit requirements of this Article; and the provisions of this Article.

(3) Base flood elevation data shall be generated for subdivision proposals and other proposed development, including the placement of manufactured home parks and subdivisions, which is greater than fifty (50) lots or five (5) acres, whichever is lesser, if not otherwise provided pursuant to this Article [2].

(4) Base flood elevation data, with the establishment of a floodway, shall be generated by a detailed engineering study for all zone A areas, within one hundred (100) feet of the contour lines of zone A areas, and other streams not mapped by, as indicated on the community's FIRM.

(5) All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall have adequate drainage provided to reduce exposure to flood hazards.

(6) All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

Sec. 3.12.075 Standards for Areas of Shallow Flooding (AO/AH Zones)

Located within the areas of special flood hazard established in Section 3.12.007 are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

(1) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated to at least two (2) feet above the base flood

[2] In accordance with 44 CFR 60.3(b)(3): https://www.ecfr.gov/current/title-44/chapter-I/subchapter-B/part-60/subpart-A#p-60.3(b)(3)

elevation or the highest adjacent grade at least as high as the depth number specified in feet on the City's FIRM (at least two (2) feet if no depth number is specified). The minimum lowest floor elevation shall be two (2) feet above the flood elevation if flood elevation data is available.

(2) All new construction and substantial improvements of nonresidential structures shall:

(a) Have the lowest floor (including basement) elevated to at least two (2) feet above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two (2) feet if no depth number is specified); the minimum lowest floor elevation shall be at least two (2) feet above the flood elevation if flood elevation data is available; or

(b) Be designed so that the structure and attendant utility and sanitary facilities are watertight (substantially impermeable to the passage of water and structurally capable of resisting hydrostatic and hydrodynamic loads or effects of buoyancy) below the base specified flood depth in an AO Zone, or below the base flood elevation in an AH Zone, as well as attendant utility and sanitary facilities

(c) A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this section, as proposed in Section 3.12.043(1)(b)(i), are satisfied.

(d) Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide floodwaters around and away from proposed structures.

Sec. 3.12.076 Floodways

Located within Special Flood Hazard Areas established in Section 3.12.007 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

(1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice by a licensed engineer registered in the State of Texas that the proposed encroachment would not result in any increase in flood levels within the City during the occurrence of the base flood discharge.

(2) If subsection (1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this Article.

(3) Under the provisions of 44 CFR Chapter 1, Section 65.12 of the NFIP Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first completes all of the provisions required by Section 65.12 of the NFIP Regulations.

Secs. 3.12.077–3.12.099 Reserved

~~ARTICLE 3.12 FLOOD DAMAGE PREVENTION~~

~~Division 1. General~~

~~Sec. 3.12.001 Statutory authorization~~

~~The legislature of the state of Texas has, in the Flood Control Insurance Act, Texas Water Code, section 16.315, delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the City of Sherman, Texas, does ordain as follows.~~

~~Sec. 3.12.002 Findings of fact~~

~~(a) The flood hazard areas of the city are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.~~

~~(b) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.~~

~~Sec. 3.12.003 Statement of purpose~~

~~It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:~~

~~(8) Protect human life and health;~~

~~(9) Minimize expenditure of public money for costly flood control projects;~~

~~(10) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;~~

~~(11) Minimize prolonged business interruptions;~~

~~(12) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;~~

~~(13) Help maintain a stable tax base by providing for the sound use and development of floodprone areas in such a manner as to minimize future flood blight areas; and~~

~~(14) Ensure that potential buyers are notified that property is in a flood area.~~

~~Sec. 3.12.004 Methods of reducing flood losses~~

In order to accomplish its purposes, this article uses the following methods:

(6) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;

(7) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

(8) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;

(9) Control filling, grading, dredging and other development which may increase flood damage;

(10) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

Sec. 3.12.005 Definitions

Unless specifically defined below, words or phrases used in this article shall be interpreted to give them the meaning they have in common usage and to give this article its most reasonable application.*Appeal* means a request for a review of the floodplain administrator's interpretation of any provision of this article or request for variance.

Appurtenant structure means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

Area of future conditions flood hazard means the land area that would be inundated by the 1-percent-annual change (100-year) flood based on future conditions hydrology.

Area of shallow flooding means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's flood insurance rate map (FIRM) with a one-percent or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Base flood means the flood having a one-percent chance of being equaled or exceeded in any given year.

Base flood elevation (BFE) the elevation shown on the flood insurance rate map (FIRM) and found in the accompanying flood insurance study (FIS) for zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a one-percent (1%) chance of equaling or exceeding that level in any given year - also called the base flood.

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

~~*Breakaway wall* – means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.~~

~~*Development* – means any manmade change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.~~

~~*Elevated building* – means, for insurance purposes, a non-basement building which has as its lowest elevated flood, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.~~

~~*Existing construction* – means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."~~

~~*Existing manufactured home park or subdivision* – means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.~~

~~*Expansion to an existing manufactured home park or subdivision* – means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~

~~*Flood elevation study* – means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.~~

~~*Flood insurance rate map (FIRM)* – means an official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.~~

~~*Flood insurance study* – means the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the flood boundary-floodway map.~~

~~*Flood protection system* – means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.~~

~~*Floodplain management* — means the operation of an overall program of corrective and preventative measures for reducing flood damage, including, but not limited to, emergency preparedness plans, flood control works and floodplain management regulations.~~

~~*Floodplain management regulations* — means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.~~

~~*Floodproofing* — means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.~~

~~*Floodway* — see regulatory floodway.~~

~~*Functionally dependent use* — means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and shipbuilding and ship repair facilities, but does not include long-term storage or related manufacturing facilities.~~

~~*Highest adjacent grade* — means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.~~

~~*Historic structure* — means any structure that is:~~

~~(5) Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;~~

~~(6) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary [of the Interior] to qualify as a registered historic district;~~

~~(7) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or~~

~~(8) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:~~

~~(a) By an approved state program as determined by the Secretary of the Interior; or~~

~~(b) Directly by the Secretary of the Interior in states without approved programs.~~

~~*Levee* — means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.~~

~~*Levee system*~~ ~~– means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.~~

~~*Lowest floor*~~ ~~– means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirement of section 60.3 of the National Flood Insurance Program regulations.~~

~~*Manufactured home*~~ ~~– means a structure transportable in one (1) or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle."~~

~~*Manufactured home park or subdivision*~~ ~~– means a parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.~~

~~*Mean sea level*~~ ~~– means, for purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.~~

~~*New construction*~~ ~~– means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.~~

~~*Recreational vehicle*~~ ~~– means a vehicle which is:~~

~~(5) Built on a single chassis;~~

~~(6) Four hundred (400) square feet or less when measured at the largest horizontal projections;~~

~~(7) Designed to be self-propelled or permanently towable by a light duty truck; and~~

~~(8) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.~~

~~*Regulatory floodway*~~ ~~– means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.~~

~~*Riverine*~~ ~~– means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.~~

Special flood hazard area – see area of special flood hazard.

Structure – means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally aboveground, as well as a manufactured home.

Substantial damage – means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.

Substantial improvement – means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure before "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

(3) improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

(4) alteration of an "historic structure," provided that the alteration will not preclude the structure's continued designation as an "historic structure."

Variance – means a grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see section 60.6 of the National Flood Insurance Program regulations.)

Violation – means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) [of the National Flood Insurance Program regulations] is presumed to be in violation until such time as that documentation is provided.

Water surface elevation – means the height, in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Sec. 3.12.006 – Lands to which this article applies

This article shall apply to all areas of special flood hazard within the jurisdiction of the city.

Sec. 3.12.007 – Basis for establishing areas of special flood hazard

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "The Flood Insurance Study for Grayson County, Texas and Incorporated Areas" dated September 29, 2010, with accompanying flood insurance rate maps, and any revisions thereto, are hereby adopted by reference and declared to be a part of this article.Sec. 3.12.008 – Establishment of development permit

A floodplain development permit shall be required to ensure conformance with the provisions of this article.

Sec. 3.12.009 Compliance

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this article and other applicable regulations.

Sec. 3.12.010 Abrogation and greater restrictions

This article is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this article and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Sec. 3.12.011 Interpretation

In the interpretation and application of this article, all provisions shall be:

(4) Considered as minimum requirements;

(5) Liberally construed in favor of the governing body; and

(6) Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 3.12.012 Warning and disclaimer of liability

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can and will occur and flood heights may be increased by manmade or natural causes. This article does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this article or any administrative decision lawfully made hereunder.

Secs. 3.12.013–3.12.040 Reserved

Division 2. Administration

Sec. 3.12.041 Designation of floodplain administrator

The city engineer is hereby appointed the floodplain administrator to administer and implement the provisions of this article and other appropriate sections of 44 CFR (Emergency Management and Assistance – National Flood Insurance Program regulations) pertaining to floodplain management. (Ordinance 5725 adopted 10/17/11)

Sec. 3.12.042 Duties and responsibilities of floodplain administrator

Duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:

(13) Maintain and hold open for public inspection all records pertaining to the provisions of this article;

(14) Review permit applications to determine whether the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding;

(15) Review, approve or deny all applications for development permits required by adoption of this article;

(16) Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required;

(17) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the floodplain administrator shall make the necessary interpretation;

(18) n riverine situations, adjacent communities and the state coordinating agency, which is the Texas Water Development Board (TWDB) and also the Texas Commission on Environmental Quality (TCEQ), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency;

(19) Assure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained;

(20) obtain, review, and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source, in order to administer the provisions of division 3 of this article;

(21) When a regulatory floodway has not been designated, the floodplain administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within zones A1-30 and AE on the community's FIRM unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community; and

May approve certain development in zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one (1) foot, provided that the community first completes all of the provisions required by section 65.12.

Sec. 3.12.043 Permit procedures

(2) Application for a floodplain development permit shall be presented to the floodplain administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing

(b) the locations, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

(3) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of section 3.12.072(2);

(4) A description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of the proposed; and

(5) Maintain a record of all such information in accordance with section 3.12.042(2).

Approval or denial of a development permit by the floodplain administrator shall be based on all of the provisions of this article and the following relevant factors:

(1) The danger to life and property due to flooding or erosion damage;

(2) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

(3) The danger that materials may be swept onto other lands to the injury of others;

(4) The compatibility of the proposed use with existing and anticipated development;

(5) The safety of access to the property in times of flood for ordinary and emergency vehicles;

(6) The costs of providing governmental services during and after flood conditions, including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;

(7) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;

(8) The necessity to the facility of a waterfront location, where applicable;

(9) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use; and

(10) The relationship of the proposed use to the comprehensive plan for that area.

Sec. 3.12.044 Variance procedures

(12) The planning and zoning board, as established by article VII, section 1 of the city charter, City of Sherman, Texas, is hereby named the appeal board and shall hear and render judgment on requests for variances from the requirements of this article.

(13) The appeal board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this article.

(14) Any person or persons aggrieved by the decision of the appeal board may appeal such decision in the courts of competent jurisdiction.

(15) The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

(16) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the state inventory of historic places, without regard to the procedures set forth in the remainder of this article.

(17) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in section 3.12.043(b) of this division have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

(18) Upon consideration of the factors noted above and the intent of this article, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this article (section 3.12.003).

(19) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(20) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(21) Prerequisites for granting variances:

(d) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief;

(e) Variances shall only be issued upon:

(i) Showing a good and sufficient cause;

(ii) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and

(iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(f) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(22) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:

(c) The criteria outlined in subsections (a) through (i) of this section are met; and

(4) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

Secs. 3.12.045–3.12.070 Reserved

Division 3. Flood Hazard Reduction Standards

Sec. 3.12.071 General standards

In all areas of special flood hazards, the following provisions are required for all new construction and substantial improvements:

(8) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(9) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

(10) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;

(11) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;

(12) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;

(13) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharge from the systems into floodwaters; and

(14) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

Sec. 3.12.072 Specific standards

In all areas of special flood hazards where base flood elevation data has been provided as set forth in section 3.12.007, section 3.12.042(8), or section 3.12.074(c), the following provisions are required:

(6) Residential construction.

new construction and substantial improvement of any residential structure shall have the lowest floor (including basement) elevated to two (2) feet above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection as proposed in section 3.12.043(a) is satisfied. Any fill dirt required for improvements in the 100-year floodplain shall come from the lot that the proposed improvements are to be placed on.

It shall be unlawful to bring into the 100-year floodplain, with the exception of sand necessary to construct an approved foundation that meets the requirements of this section, any fill materials. A registered professional engineer, architect, or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection as proposed in section 3.12.043(a)(1) is satisfied.

(7) Nonresidential construction n

New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to at least two (2) feet above the base flood level or, together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the floodplain administrator. Any fill dirt required for improvements in the 100-year floodplain shall come from the lot that the proposed improvements are to be placed on. It shall be unlawful to bring into the 100-year floodplain, with the exception of sand necessary to construct an approved foundation that meets the requirements of this section, any fill materials. A registered professional engineer, architect, or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection as proposed in section 3.12.043(a)(1) is satisfied.

(8) Enclosures.

New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

(d) A minimum of two (2) openings on separate walls having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding shall be provided;

(e) The bottom of all openings shall be no higher than one (1) foot above grade; and

(f) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(9) Manufactured homes.

(e) ll manufactured homes to be placed within zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over the top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

(f) No development permit shall be issued for the construction of the following structures within the 100-year floodplain: hospitals, nursing or convalescent homes, sanitariums, homes for the aged or infirm, mental or penal institutions, refugee centers or camps, halfway houses.

(g) Require that manufactured homes that are placed or substantially improved within zones A1-30, AH, and AE on the community's FIRM on sites

(v) outside of a manufactured home park or subdivision,

(vi) in a new manufactured home park or subdivision,

(vii) in an expansion to an existing manufactured home park or subdivision, or

(viii) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood

must be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to at least two (2) feet above the base flood

elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(h) Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision within zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of subsection (4) of this section be elevated so that either:

(iii) The lowest floor of the manufactured home is at least two (2) feet above the base flood elevation; or

(iv) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(10) Recreational vehicles.

Require that recreational vehicles placed on sites within zones A1-30, AH, and AE on the community's FIRM either:

(d) be on the site for fewer than one hundred eighty (180) consecutive days,

(e) be fully licensed and ready for highway use, or

(f) meet the permit requirements of section 3.12.043(a), and the elevation and anchoring requirements for "manufactured homes" in subsection (4) of this section. A recreational vehicle is ready for highway use if it is:

(iv) on its wheels or jacking system,

(v) is attached to the site only by quick disconnect-type utilities and security devices, and

(vi) has no permanently attached additions.

Sec. 3.12.073 Subdivision plats

All subdivision plats embracing proposed development of portions of any area officially identified as having special flood hazards must be approved prior to the start of construction. Subdivisions or other proposed new development shall be required to be consistent with the need to minimize flood damage, locate, elevate, and construct all public utilities and facilities, such as sewer, gas, electrical and water systems, to minimize or eliminate flood damage and to provide adequate drainage so as to reduce exposure to flood hazards; as a part of subdivision plat approval, water supply and sanitary sewer systems shall be designed and installed to minimize or eliminate infiltration of floodwaters into water systems and discharges from sewer systems into floodwaters.

Plats with planned on-site waste disposal systems shall be approved only where the systems can be designed, located, and constructed so as to avoid impairment of these or contamination from these during flooding. Official floodplain delineations and delineations of floodways denoting limits of permissible flood flow restricting development shall be clearly shown on all plats submitted for approval wherever such contain floodplain and floodway segments.

Sec. 3.12.074 – Standards for subdivision proposals

(7) All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall be consistent with sections 3.12.002, 3.12.003, and 3.12.004 of this article.

(8) All proposals for the development of subdivisions, including the placement of manufactured home parks and subdivisions, shall meet floodplain development permit requirements of sections 3.12.008, 3.12.043; and the provisions of this division.

(9) Base flood elevation data shall be generated for subdivision proposals and other proposed development, including the placement of manufactured home parks and subdivisions, which is greater than fifty (50) lots or five (5) acres, whichever is lesser, if not otherwise provided pursuant to section 3.12.007 or section 3.12.042(8) of this article.

(10) Base flood elevation data, with the establishment of a floodway, shall be generated by a detailed engineering study for all zone A areas, within one hundred (100) feet of the contour lines of zone A areas, and other streams not mapped by, as indicated on the community's FIRM.

(11) All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall have adequate drainage provided to reduce exposure to flood hazards.

(12) All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

Sec. 3.12.075 – Standards for areas of shallow flooding (AO/AH zones)

Located within the areas of special flood hazard established in section 3.12.007 are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

(3) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated to at least two (2) feet above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two (2) feet if no depth number is specified). The minimum lowest floor elevation shall be two (2) feet above the flood elevation if flood elevation data is available.

~~(4) All new construction and substantial improvements of nonresidential structures shall:~~

~~(e) Have the lowest floor (including basement) elevated to at least two (2) feet above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two (2) feet if no depth number is specified); the minimum lowest floor elevation shall be at least two (2) feet above the flood elevation if flood elevation data is available; or~~

~~(f) e designed so that below the base specified flood depth in an AO zone, or below the base flood elevation in an AH zone, the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads or effects of buoyancy.~~

~~(g) A registered professional engineer or architect shall submit a certification to the floodplain administrator that the standards of this section, as proposed in section 3.12.043(a)(1), are satisfied.~~

~~(h) Require within zones AH or AO adequate drainage paths around structures on slopes, to guide floodwaters around and away from proposed structures.~~

~~**Sec. 3.12.076 Floodways**~~

~~Located within areas of special flood hazard established in section 3.12.007 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:~~

~~(4) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.~~

~~(5) If subsection (1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this division.~~

~~(6) Under the provisions of 44 CFR chapter 1, section 65.12 of the National Flood Insurance Program regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first completes all of the provisions required by section 65.12.~~

SECTION 3. That the Code of Ordinances shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the

ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 4. 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 5. That it is found and determined that the meeting at which this Ordinance was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

SECTION 6. That this Ordinance shall become effective from and after its adoption and publication as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this 15th day of August, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

_____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 7.**

Meeting Date: 08/15/2022

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6513

Ordering an Election of the Qualified Voters of the City of Sherman, Texas, on the 8th day of November, 2022, for the Purpose of Electing Two (2) District City Council Members for Said City; Providing That Said Election Shall be Held Jointly with Grayson County, Texas; Designating Election Precincts; Appointing Election Officials; Providing for Notice of Said Election; Providing for the Use of Direct Recording Electronic Voting Equipment; Providing for Early Voting

Issue:

To call a Regular Municipal Election for November 8, 2022, to Elect City Council Members for District 1 and District 3. Positions on the ballot will be for Council Member, District 1 (currently held by Shawn Teamann); and Council Member, District 3 (currently held by Pam Howeth).

Background:

In compliance with the City of Sherman Charter and the Election laws for the State of Texas, the City must, by ordinance, call a Regular Municipal Election for the first Tuesday after the first Monday in November. This ordinance also establishes the voting centers for this election.

Origination:

The ordinance originated with the City Clerk's Office.

Financial Consideration:

Cost for the Election is usually around $15,000.

Staff Recommendation:

It is recommended that the City Council approve the ordinance calling the Regular Municipal Election for Tuesday, November 8, 2022.

Alternatives:

There is no viable alternative.

Attachments

Ordinance No. 6513

ORDINANCE NO. 6513

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ORDERING AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY OF SHERMAN, TEXAS, ON THE 8th DAY OF NOVEMBER, 2022, FOR THE PURPOSE OF ELECTING TWO (2) DISTRICT CITY COUNCIL MEMBERS FOR SAID CITY; PROVIDING THAT SAID ELECTION SHALL BE HELD JOINTLY WITH GRAYSON COUNTY, TEXAS; DESIGNATING ELECTION PRECINCTS; APPOINTING ELECTION OFFICIALS; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR THE USE OF DIRECT RECORDING ELECTRONIC VOTING EQUIPMENT; PROVIDING FOR EARLY VOTING; 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, in compliance with the Charter of the City of Sherman, Texas, and in accordance with the laws and the Constitution of the State of Texas, an election may be and the same is hereby called and ordered for the first Tuesday after the first Monday in November, 2022, the same being the 8th day of said month, at which election all qualified voters may vote for the purpose of electing a District 1 and a District 3 City Council Member for full terms, as defined in the Charter of the City of Sherman, Texas.

SECTION 2. That said election shall be held jointly with Grayson County, Texas in accordance with the Joint Election Agreement executed pursuant to the authority of Resolution No. 6942, passed and approved on the 15th day of August, 2022.

SECTION 3. That the County Elections Administrator shall prepare electronic ballots for early and election day voting and paper ballots for mail ballots and provisional ballots to be used in said election and shall label same *"Official Ballot"*, on which ballot shall be printed the names of the candidates and the positions of District Council Member. The designation of each position on the official ballot shall be Council Member, District 1; and Council Member, District 3, respectively.

SECTION 4. That no person's name shall be placed upon the official ballot as a candidate for the position of Council Member unless such person has filed his/her sworn application, as provided by the laws of the State, with the City Clerk at least seventy-eight (78) days prior to the election date, and it must also appear on the face of said application the position the candidate is seeking.

SECTION 5. That it shall further appear to the said City Clerk, before said candidate's name is entered on said ballot, that he has filed an affidavit of loyalty with the City Clerk as required by the Election Code of the State of Texas.

SECTION 6. That, in the event there are two or more candidates for the same position, the position of such candidates' names on the ballot shall be determined by lot conducted by the City Clerk in the presence of each candidate or candidate's designated representative.

SECTION 7. That any Council Member candidate receiving the greatest number of the qualified votes cast for the position for which he is a candidate shall be elected to such position. In the event a tie vote occurs, the City Council of said City, immediately after canvass, shall issue a call for Special Election, as required by law, to be held not less than twenty (20) nor more than forty-five (45) days after the results of the Regular Election shall have been declared, at which election the candidates receiving a tie vote for any such position or positions in the regular election shall again be voted. If needed, a run-off election will be held in accordance with State law.

SECTION 8. That the polls shall be kept open from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m. on Election Day, and that due return shall be made to the City Council showing the number of votes cast for each candidate for each position of District Council Member, respectively.

SECTION 9. That notice of said election shall be given by the Mayor of the City of Sherman by causing an election notice to be posted at City Hall not later than the twenty-first day before election day, and by publishing the caption for this ordinance at least one time not more than thirty days nor less than ten days prior to the election date, in at least one daily newspaper published in the City of Sherman in accordance with the provisions of the Election Code of the State of Texas, as amended.

SECTION 10. That the vote centers for this election shall be as follows:

LOCATION	JUDGES
Bells City Hall – Council Chambers 203 S. Broadway Bells, Texas	Martha Portman Presiding Judge Billy Jack Portman Alternate Judge
Collinsville Community Center 117 N. Main Collinsville, Texas	Sherrie Fails Presiding Judge Gary Davidson Alternate Judge
Grayson College 6101 Grayson Dr. Denison, Texas	Ramona Popplewell Presiding Judge Susan McManus Alternate Judge

Grayson County Sub-Courthouse J.P. Courtroom 101 W. Woodard Denison, Texas	Theresa Jones Presiding Judge Jamie Stringfield Alternate Judge
Parkside Baptist Church -- South Entrance 301 N. Lillis Lane Denison, Texas	Barbara Hartline Presiding Judge Liz Stieben Alternate Judge
Southside Baptist Church – Main Hall 3500 S. Park Denison, Texas	Phyllis Heflin Presiding Judge Sue Caylor Alternate Judge
Mt. Olive Baptist Church – Gym 1131 S. Scullin Denison, Texas	Debra DeHorney Presiding Judge Fred Wootton Alternate Judge
Gordonville Baptist Church Educational Building, East Doors 187 Gordonville Rd. Gordonville, Texas	Helen Hawkins Presiding Judge Dana Tischer Alternate Judge
Gunter First Baptist 99 Gentle Creek Lane Gunter, Texas	Lynn Fletcher Presiding Judge Fran Mask Alternate Judge
Howe Community Center 700 W. Haning Howe, Texas	Renee Wade Presiding Judge Nancy Nass Alternate Judge
Pottsboro TBD Pottsboro, Texas	Barb Speer Presiding Judge Johanna Sandlin Alternate Judge

Sadler Baptist Church – Fellowship Hall 419 S. Main Sadler, Texas	Karen Schreiner Presiding Judge Shirley Covington Alternate Judge
Election Administration Building 115 W. Houston Sherman, Texas	Jess Davis Presiding Judge Donna Coveny Alternate Judge
Faith Church – West Entrance 1800 N. FM 1417 Sherman, Texas	Stan Smith Presiding Judge Mendy Boyer Alternate Judge
Luella First Baptist Church – Main Entrance 3162 Hwy 11 Sherman, Texas	Matt McManus Presiding Judge Thomas Avalos Alternate Judge
Municipal Building -- Ballroom 405 N. Rusk Sherman, Texas	Cheryl Self Presiding Judge Tammie Mitchell Alternate Judge
Texoma Council of Governments Eisenhower Room 1117 Gallagher Drive Sherman, Texas	Donna Fritchman Presiding Judge Rodney Fritchman Alternate Judge
United Way of Grayson County 713 E. Brockett Sherman, Texas 75090	Kari Hastings Presiding Judge Shari Duncan Alternate Judge
Progressive Baptist – Fellowship Hall 1101 E. Houston Sherman, Texas 75090	Dana Speed Presiding Judge Wathena Marshall Alternate Judge

Tioga Fire Dept. Meeting Room 601 E. Main Tioga, Texas	Pam Chappell Presiding Judge Randy Barta Alternate Judge
First National Bank – Edwards Community Room 109 S. Britton Tom Bean, Texas	Brenda Luper Presiding Judge Russ Allen Alternate Judge
Grayson College South Campus Room SB113 1455 W. Van Alstyne Pkwy Van Alstyne, Texas	Debbie Reece Presiding Judge Bob Towers Alternate Judge
Whitesboro City Hall – Council Chambers 111 W. Main Whitesboro, Texas	Jo Stow Presiding Judge Vicki McComas Alternate Judge
Whitewright Church of Christ – Fellowship Hall 606 S. Carter Whitewright, Texas	Jeannie Santogrossi Presiding Judge Sandra Shaw Alternate Judge

SECTION 11. That Direct Recording Electronic Equipment shall be used for voting at the foregoing election precincts.

SECTION 12. That the qualified voters, eligible to cast their ballots early under the laws of this State, shall be permitted to so cast their vote at the Bells City Hall, Council Chambers, 203 S. Broadway, Bells, Texas; Grayson County Election Administration Building, 115 W. Houston, Sherman, Texas; at the Grayson County Sub-Courthouse, J.P. Court Room, 101 W. Woodard, Denison, Texas; at the Pottsboro, TBD, Pottsboro, Texas; at Whitesboro City Hall, 111 W. Main, Whitesboro, Texas; and at Grayson College South Campus, Room SB113, 1455 W. Van Alstyne Parkway, Van Alstyne, Texas; from October 24 through October 29, 2022, from 7:00 a.m. to 7:00 p.m.; October 30, 2022, from 11:00 a.m. to 5:00 p.m.; and October 31 through November 4, 2022, from 7:00 a.m. to 7:00 p.m.

SECTION 13. That the Presiding Judge for Early Voting shall be Tamie Hayes, the Alternate Judge shall be Kelsi Stephens and additional Voting Clerks shall be appointed.

SECTION 14. That an Early Voting Ballot Board for verifying Early Voting ballots shall be appointed, by the Early Voting Judge, consisting of a Presiding Judge and additional Clerks.

SECTION 15. That the rate of pay set by Subchapter E, Sections 32.091 and 32.092 of Title 3 of the Election Code for Election Judges and Clerks shall be at an amount fixed by the appropriate authority, which is at least the federal minimum hourly wage. The judge who delivers the election returns may be paid an amount not to exceed $25.00 for that service. No judge may be paid for more than one hour of work before the polls open.

SECTION 16. That Tamie Hayes, County Elections Administrator, is hereby appointed Counting Station Presiding Manager.

SECTION 17. That the canvass of the Election Returns will be held in the Council Chambers of City Hall, 220 West Mulberry, Sherman, Texas, at the Regular Council Meeting of November 21, 2022.

SECTION 18. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

INTRODUCED on this the 15th day of August, 2022.

ADOPTED on this the 15th day of August, 2022.

EFFECTIVE DATE on this the 15th day of August, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 8.**

Meeting Date: 08/15/2022
Prepared By: Rob Rae, Director of Development Services
Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6514
Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District located at 715 North Elm Street, being Lot 18, L.C. Chapman's Additon (DP Capstone LLC, Owner; Austin Hoover, Representative; HD Design Build, Designer; and Sartin Surveying, LLC, Surveyor); Providing a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

To consider the request of DP Capstone LLC (Owner), Austin Hoover (Representative), HD Design Build (Designer) and Sartin Surveying, LLC (Surveyor) concerning the property located at 715 North Elm Street, being Lot 18, L.C. Chapman's Addition for Zone Change approval under Ordinance No. 2280, Section 12, from a C-1 (Retail Business) District to an R-1 (One-Family Residential) District

Background:

The property is located at 715 North Elm Street between West College and West Brockett Streets. The owner would like Zone Change and Site Plan approval under Ordinance No. 2280, Section 12, from a C-1 (Retail Business) District to an R-1 (One-Family Residential) District to build a single family home.

The following has been approved for this location:

- June 21, 2016 - Specific Use Permit to allow a one family residence in a C-1 (Retail Business) District. SUP is void due to "...the use of land or structure discontinue or be abandoned for a period of sixty (60) consecutive days in which event such specific use permit shall be void..." (Code of Ordinances, Chapter 14, Exhibit A, Section 8(5)(b))

Origination:

DP Capstone LLC (Owner)
Austin Hoover (Representative)
HD Design Build (Designer)
Sartin Surveying, LLC (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the July 19, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Zone Change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6514
Exhibit A - Survey
Location Map
Zoning Map
Zoning Sign Photo
Narrative
Site Plan
Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6514

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT LOCATED AT 715 NORTH ELM STREET, BEING LOT 18, L.C. CHAPMAN'S ADDITON (DP CAPSTONE LLC, OWNER; AUSTIN HOOVER, REPRESENTATIVE; HD DESIGN BUILD, DESIGNER; AND SARTIN SURVEYING, LLC, SURVEYOR); 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 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**, attached hereto, located at 715 North Elm Street, shall be rezoned and placed in the R-1 (One-Family Residential) District, and that Section 12, Ordinance No. 2280 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 Section 2, Ordinance No. 2280.

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

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

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

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

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

INTRODUCED on this the 15th day of August, 2022.

ADOPTED on this the 15th day of August, 2022.

EFFECTIVE DATE on this the 15th day of August, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

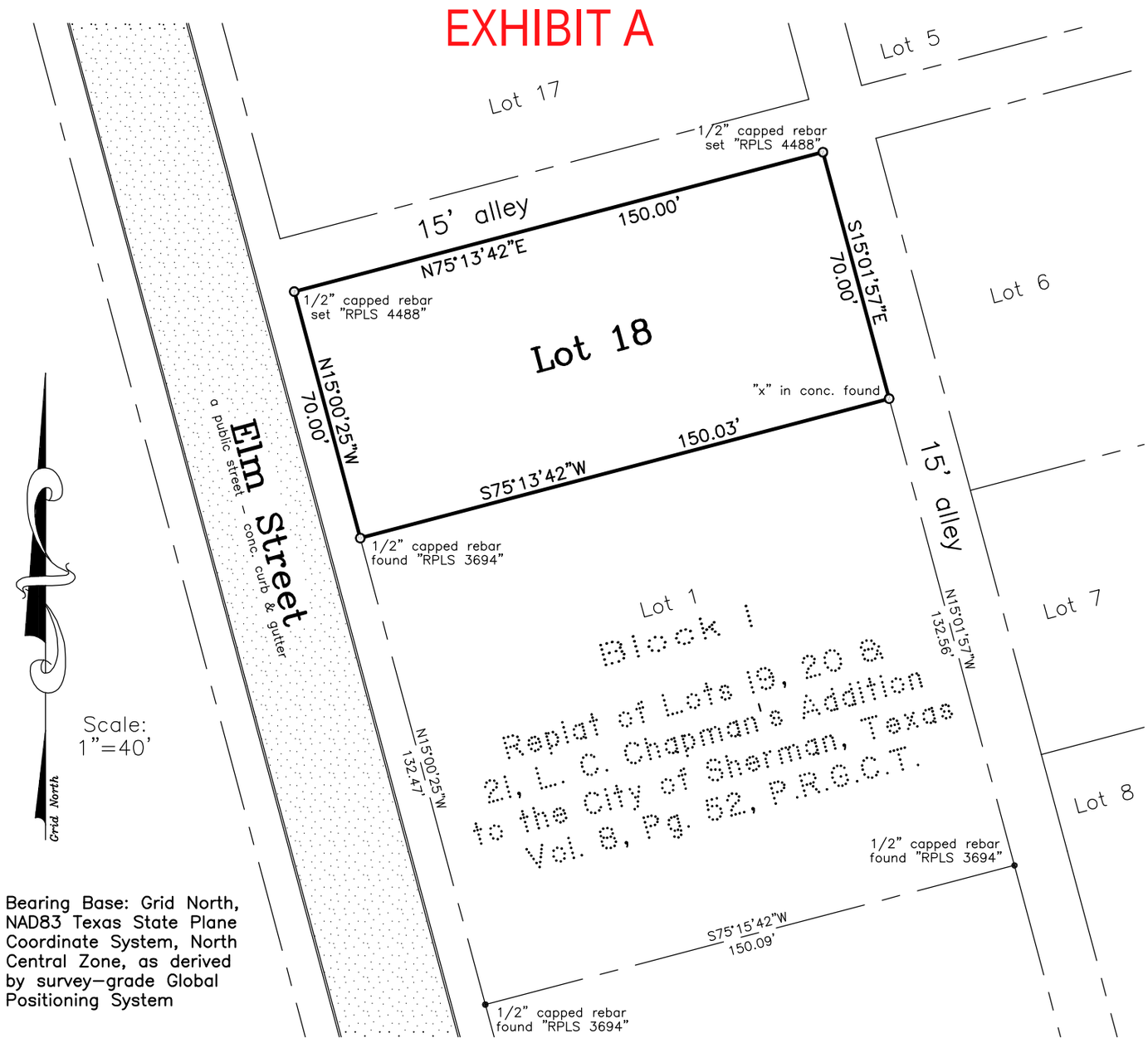
ATTEST:

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



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

Owner: Elizabeth Ann West

Address: 715 W. Elm Street
Sherman, Texas

This survey is for the sole benefit of the transaction by and between: the owner and buyer stated at left, the buyer's Mortgage Co./Lender and Abstract/Title Co. and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

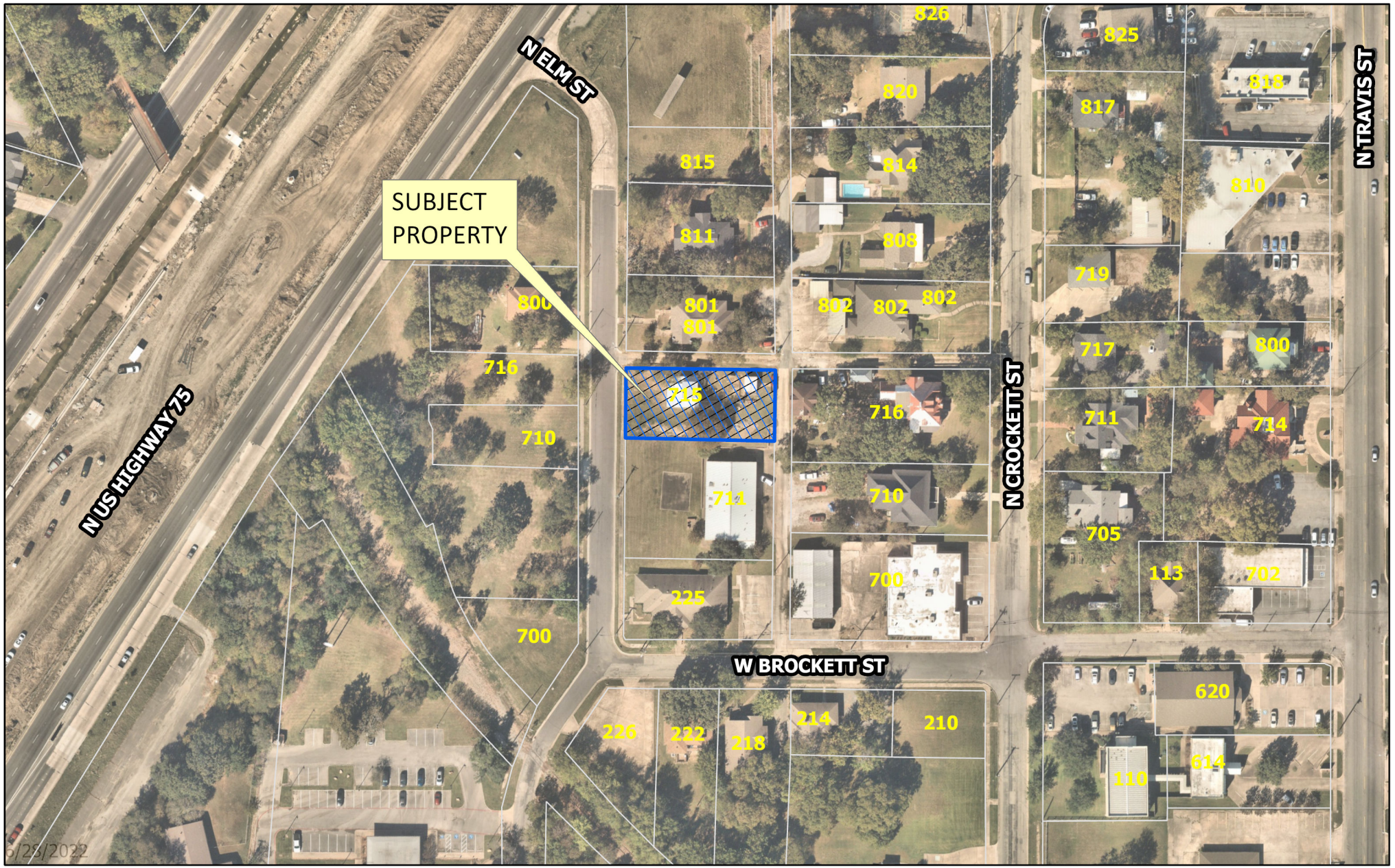
I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that the above plat was prepared from a survey made on the ground of Lot 18, L. C. Chapman's Addition to the City of Sherman, Texas, as per plat of record in Volume 96, Page 437, Deed Records, Grayson County, Texas.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0290 F, Revised Date: September 29, 2010.

Job No. 16SA1012

Sartin Surveying, LLC
109 S. Travis St., Sherman, Texas 75090
Ph (903) 892-8003 Fax (903) 868-2970
Email: sartinsurveying@gmail.com
Texas Board of Professional Land Surveying
Firm Registration No. 10081100

Billy F. Helvey, R.P.L.S. No. 4488
Copyright Date: December 19, 2016



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
(715 N Elm)

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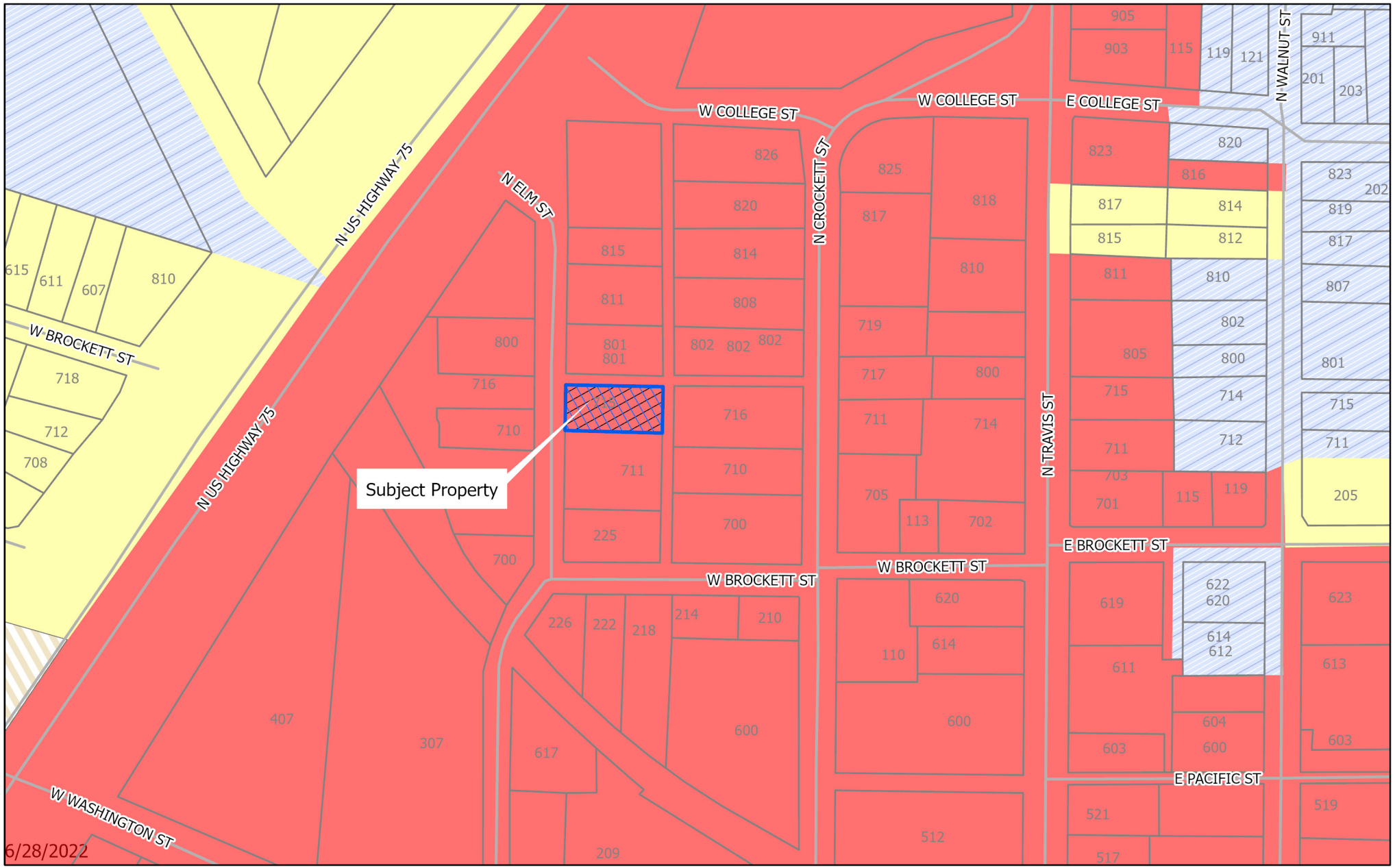
Date: 6/28/2022 2:24 PM

Scale: 1:1,608



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Subject Locations
- Parcels

CITY OF SHERMAN
Zoning Location Map
(715 N Elm)

N
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Scale: 1:2,460

Date: 6/28/2022 2:24 PM

715 N ELM

715 N. Elm Street Project Narrative

Mar 23, 2022

City of Sherman Planning and Zoning Commission

Dear Commissioners:

On behalf of our clients David and Peggy Hoover of DP Capstone LLC, thank you for considering this application for our project at 715 North Elm Street in Sherman. HD Design Build will serve as the development and construction manager representing DP Capstone.

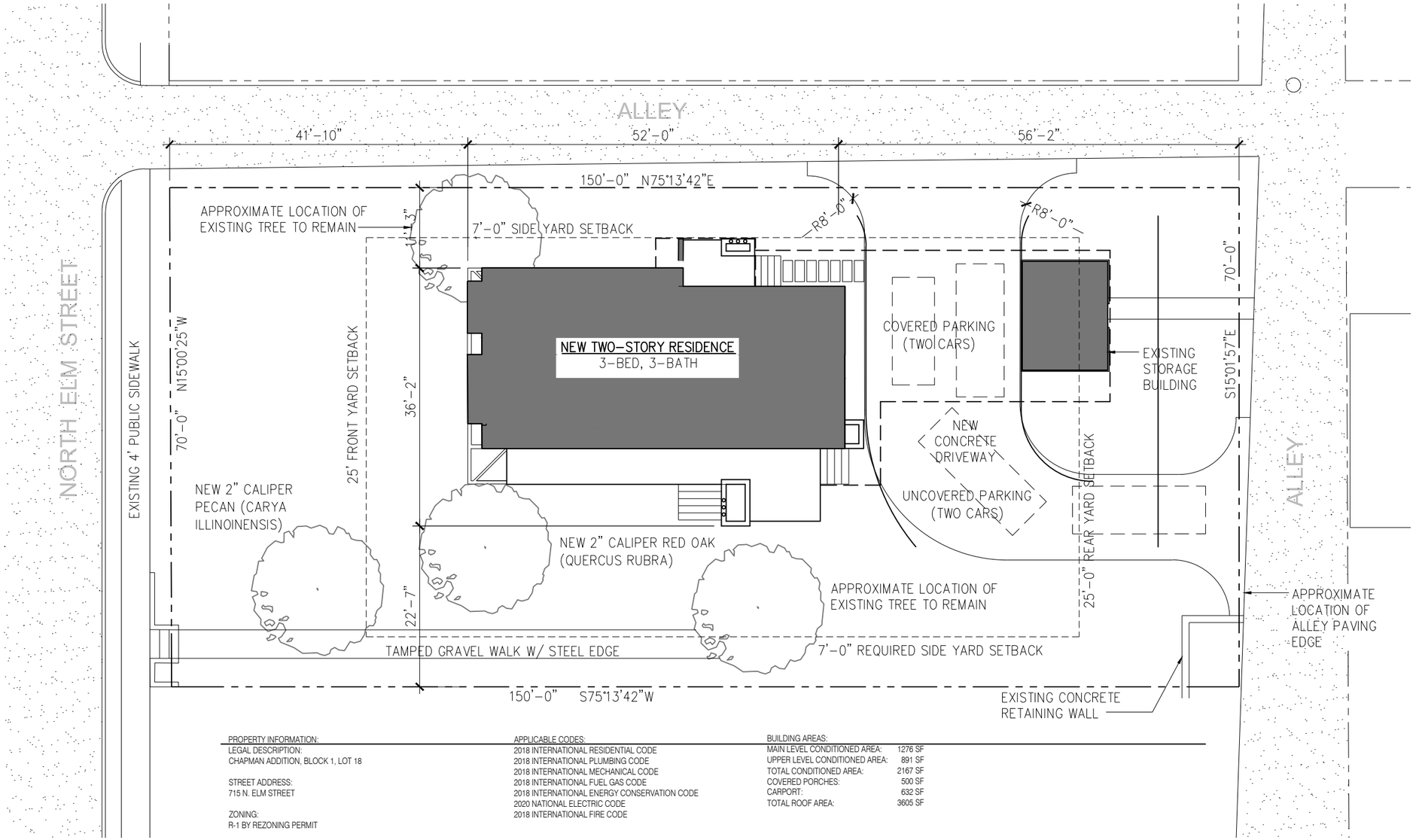
Our clients recently acquired the site, which has been improved with a partially-completed structure by a previous building permit. Before construction, the previous owner applied for and received a Specific Use Permit for a residential occupancy within the existing C-1 Zone. In the intervening time that the project has been under construction by the previous owner, the SUP has expired. After seeking the advice of the P&Z staff, we are requesting a zoning change for the site before completing the construction of the project.

The historically significant neighborhood northwest of Downtown Sherman along Crockett and Elm Streets is currently a mix of residential and small commercial/professional occupancies, with the majority remaining residential as was original to the area. In recent years our neighbors have made significant investments in the preservation and renovation of several of the historic homes that they currently occupy as residences. It is our sincere belief that given these development and occupancy trends, R-1 is an appropriate zoning designation for the neighborhood.

Once this zoning application is considered and hopefully approved we are prepared to apply for a building permit immediately and complete the development of the project. We appreciate your support in this matter.

Sincerely,

Austin Hoover
HD Design Build



PROPERTY INFORMATION:
LEGAL DESCRIPTION:
CHAPMAN ADDITION, BLOCK 1, LOT 18

STREET ADDRESS:
715 N. ELM STREET

ZONING:
R-1 BY REZONING PERMIT

APPLICABLE CODES:
2018 INTERNATIONAL RESIDENTIAL CODE
2018 INTERNATIONAL PLUMBING CODE
2018 INTERNATIONAL MECHANICAL CODE
2018 INTERNATIONAL FUEL GAS CODE
2018 INTERNATIONAL ENERGY CONSERVATION CODE
2020 NATIONAL ELECTRIC CODE
2018 INTERNATIONAL FIRE CODE

BUILDING AREAS:

MAIN LEVEL CONDITIONED AREA:	1276 SF
UPPER LEVEL CONDITIONED AREA:	891 SF
TOTAL CONDITIONED AREA:	2167 SF
COVERED PORCHES:	500 SF
CARPORT:	632 SF
TOTAL ROOF AREA:	3605 SF

N

1 SITE PLAN
SCALE 1/16" = 1'-0"

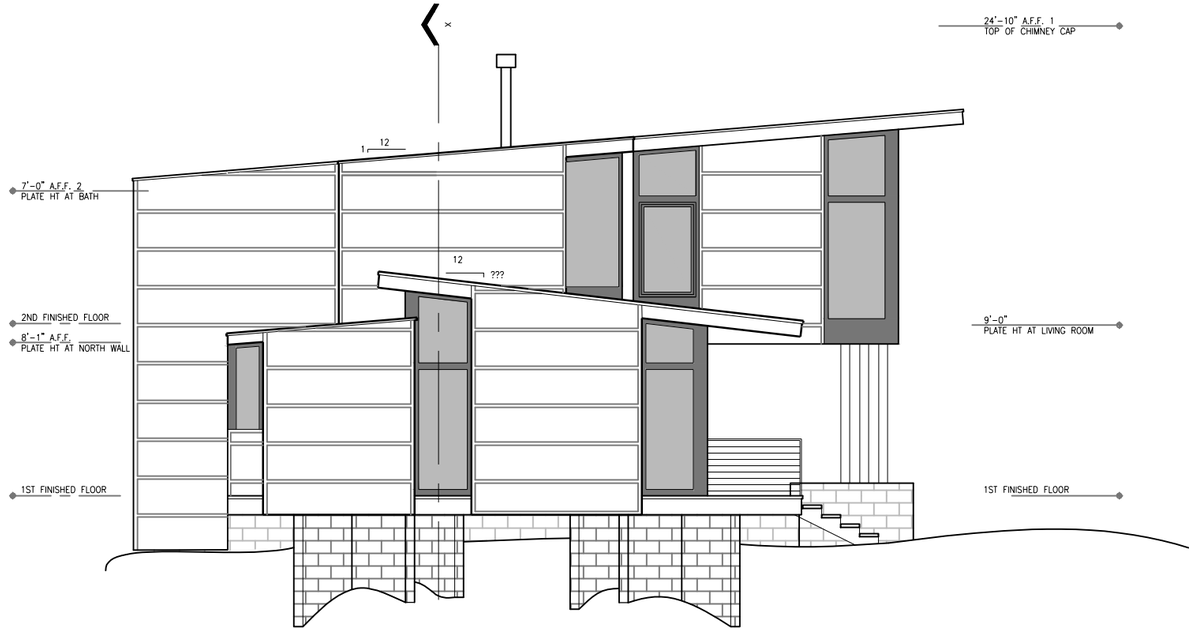
HD
DESIGN BUILD

ELM STREET RESIDENCE

715 Elm Street Sherman Texas 75090

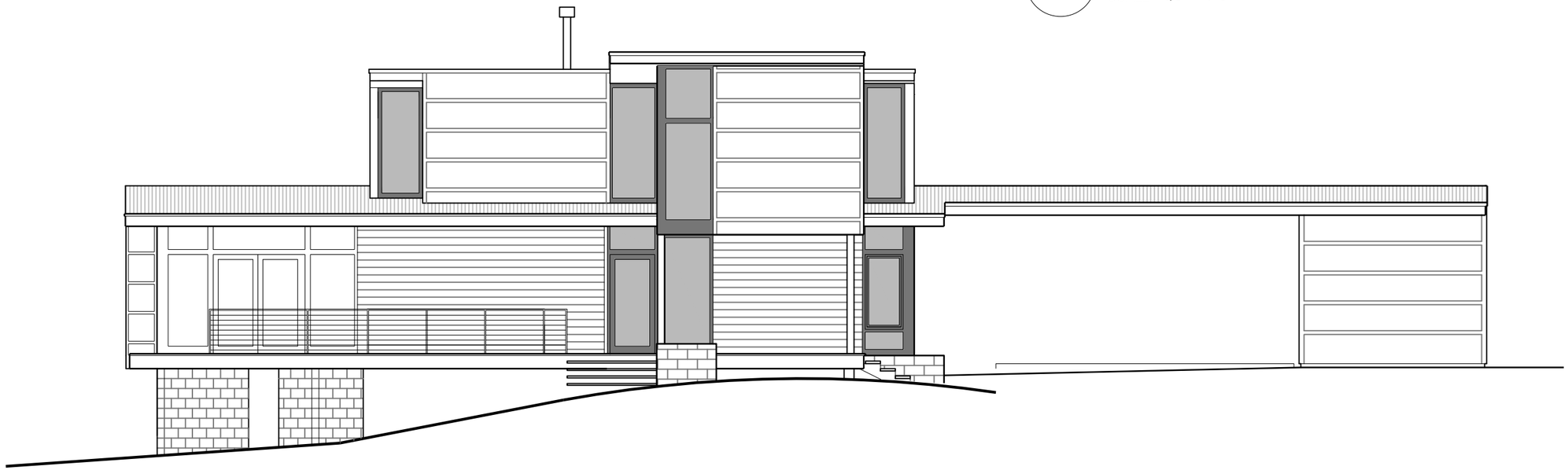
A0.0
SITE PLAN

06.21.22



1 WEST ELEVATION

SCALE 1/8" = 1'-0"



2 SOUTH ELEVATION

SCALE 1/8"=1'-0"

HD

DESIGN BUILD

ELM STREET RESIDENCE

715 Elm Street Sherman Texas 75090

A5.0

ELEVATIONS

06.22.22

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

July 12, 2022

DP Capstone LLC
218 Sand Creek Cir.
Sherman, TX 75092

Austin Hoover
HD Design Build
118 W. Chestnut St.
Denison, TX 75021

Sartin Surveying, LLC
109 S. Travis St.
Sherman, TX 75090

Dear Applicants,

The request for a Zone Change and Site Plan approval under Ordinance No. 2280, Section 12, from a C-1 (Retail Business) District to an R-1 (One-Family Residential) District located at 715 North Elm Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, July 19, 2022, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (One-Family Residential) District, the Fence Ordinance, and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.3*; *Sec. 7(13) and Sec. 17)*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. The existing accessory building on site is required to have a building permit if not already acquired.
4. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7 (13) & (14), Subsection 10(b))*
5. Parking is permitted on paved surfaces only (concrete and asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
6. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9'x20'. *(Chapter 14, Exhibit A, Section 6.3 & Section 7, Subsection 10(b))*
7. The existing storage building on the site is currently unpermitted. The building requires a separate accessory building permit that conforms to the current Zoning Ordinance.
8. 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.

Engineering:

9. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review

and approval prior to any work being done within public right of way. *(Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154)*

Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission. It is the policy of the Planning and Zoning Commission and the Board of Adjustments not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

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

Respectfully,

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

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

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 18.

Meeting Date: 07/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

715 NORTH ELM STREET

The request of DP Capstone LLC (Owner), Austin Hoover (Representative), HD Design Build (Designer) and Sartin Surveying, LLC (Surveyor) concerning the property located at 715 North Elm Street, being Lot 18, L.C. Chapman's Additon, as follows:

Planning and Zoning Commission

Zone Change and Site Plan approval under Ordinance No. 2280, Section 12, from a C-1 (Retail Business) District to an R-1 (One-Family Residential) District.

Background:

The property is located at 715 North Elm Street between West College and West Brockett Streets. The owner would like Zone Change and Site Plan approval under Ordinance No. 2280, Section 12, from a C-1 (Retail Business) District to an R-1 (One-Family Residential) District to build a single family home.

The following has been approved for this location:

- June 21, 2016 - Specific Use Permit to allow a one family residence in a C-1 (Retail Business) District. SUP is void due to "...the use of land or structure discontinue or be abandoned for a period of sixty (60) consecutive days in which event such specific use permit shall be void..." (Code of Ordinances, Chapter 14, Exhibit A, Section 8(5)(b))

Adjacent Zoning:

C-1 (Retail Business) District

Origination:

DP Capstone LLC (Owner)
Austin Hoover (Representative)
HD Design Build (Designer)
Sartin Surveying, LLC (Surveyor)

Master Plan Designation:

Urban/Downtown – Buildings are two to five stories and are built right up to the sidewalk, creating a sense of enclosure. Sidewalks provide pedestrian access and streetscape amenities. Parking is available along the street or in small parking lots in the rear of the buildings.

Number of notices mailed:

12

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Survey
Site Plan
Elevations
Narrative
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 9.**

Meeting Date: 08/15/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6515

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Montessori School, Ages 3-12 in a C-1 (Retail Business) District/O-1.1 (F.M. Highway 1417) Overlay District at 5615 North FM 1417 (Heritage Parkway), being 3.00 acres in the John Goode Survey, Abstract No. 468 (Gregg Holbrook, Owner; Baylee Kowert, Applicant; and Helvey-Wagner Surveying, Inc, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

Issue:

To consider a Montessori School, ages 3-12 in a C-1 (Retail Business) District/O-1.1 (F.M. Highway 1417) Overlay District at 5615 North FM 1417 (Heritage Parkway), being 3.00 acres in the John Goode Survey, Abstract No. 468 (Gregg Holbrook, Owner; Baylee Kowert, Applicant; and Helvey-Wagner Surveying, Inc, Surveyor)

Background:

The property is located at 5615 North FM 1417 (Heritage Parkway) between Grayson Drive and Plainview Road. The owner is requesting a Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Montessori School, Ages 3-12 in a C-1 (Retail Business) District/O-1.1 (F.M. Highway 1417) Overlay District.

The applicant will be subleasing space within the Leap of Faith Church and is requesting use as a private school for children gathered primarily for educational purposes with Montessori curriculum. They will be serving children ages 3-12, Monday – Friday, 7:00 am – 6:00 pm through December 2022 for the duration of the lease.

Per the lease agreement, they will have access to a limited portion of the building, which includes:

- Driveway and parking lot – for staff and visitor parking, student drop-off and pick-up.
    - The school will provide written procedures pertaining to traffic flow in order to achieve safe and orderly school-related traffic.
- Fenced backyard area – for daily play and outdoor enrichment
- Rooms: 117, 118, 125, 126, 127, 132, 133 and connecting hallways
    - 117 - Eating Area: for snacks and lunch, all food will be provided by students' families
    - 118, Kitchen: not in regular use by school. It may be used for limited refrigerated storage and

culinary / mathematics / science / art related lessons
- 125, Classroom: educational instruction, lessons, and activities for children ages 6- 9, 1 full-time teacher, maximum of 10 students
- 126, Classroom: educational instruction, lessons, and activities for children ages 3-6, 1 full-time teacher, maximum of 10 students
- 127, Classroom: educational instruction, lessons, and activities for children ages 9-12, 1 full-time teacher, maximum of 10 students
- 132 & 133, Restrooms

The following has been approved for this location:

- March 20, 2018 - Specific Use Permit to allow automobile sales and accessories in the existing building in a C-1 (Retail Business) District/O-1.1 (FM 1417 Overlay) District

Origination:

Gregg Holbrook (Owner)
Baylee Kowert (Applicant)
Helvey-Wagner Surveying, Inc (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the July 19, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6515
Exhibit A - Survey/Legal Desc.
Exhibit B - Site Plan
Location Map
Zoning Map
Zoning Sign Photo
Narrative
Floor Plan
Photo
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6515

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A MONTESSORI SCHOOL, GRADES 3-12 IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1.1 (F.M. HIGHWAY 1417) OVERLAY DISTRICT AT 5615 NORTH FM 1417 (HERITAGE PARKWAY), BEING 3.00 ACRES IN THE JOHN GOODE SURVEY, ABSTRACT NO. 468 (GREGG HOLBROOK, OWNER; BAYLEE KOWERT, APPLICANT; AND HELVEY-WAGNER SURVEYING, INC, SURVEYOR) PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; 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, Gregg Holbrook (Owner), Baylee Kowert (Applicant) and Helvey-Wagner Surveying, Inc (Surveyor) concerning the property at 5615 North FM 1417 (Heritage Parkway), being 3.00 acres in the John Goode Survey, Abstract No. 468 are granted a Specific Use Permit to a Montessori School, Grades 3-12 in a C-1 (Retail Business) District/O-1.1 (F.M. Highway 1417) Overlay District and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include property described as **Exhibit A – Survey and Legal Description**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (Retail Business) District, the O-1.1

(F.M. Highway 1417) Overlay District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.6; Sec. 6.13.2; Sec. 7(14); Sec. 7(13) and Sec. 17).*

2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
4. Parking shall be provided for one space per every 1.5 employees, a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Sec.8 (5)(a); Sec.7(10)(b)).*
5. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
6. The property must be properly maintained in a state of good repair and neat appearance.
7. The approval of the site plan shall be effective for a period of (2) years from the date of approval and 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 Specific Use Permit was approved.
8. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

9. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *(Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154)*
10. City sewer does not serve subject property. On-site sewage facility or extension of sewer main by developer is required. *(Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H))*

Additional Conditions:

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

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

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 General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal

prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

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

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

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

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

INTRODUCED on this the 15th day of August, 2022.

ADOPTED on this the 15th day of August, 2022.

EFFECTIVE DATE on this the 15th day of August, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

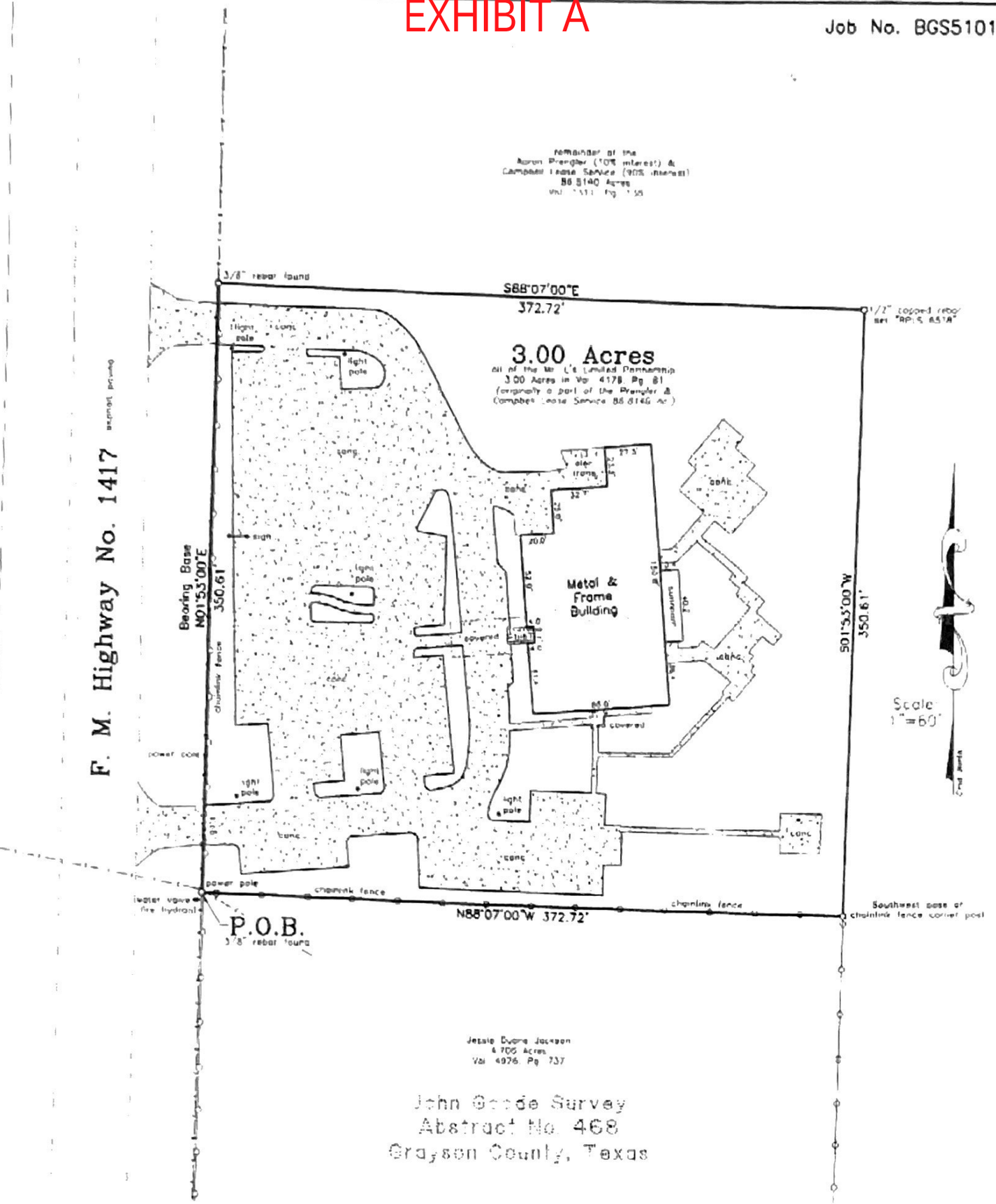
BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

Job No. BGS51017



Owner: Mr. L's Limited Partnership

Buyer: CAM-Grayson Cty 24.883, LLC

Address: 5615 N. F. M. Hwy. 1417
Sherman, Texas

This survey is for the sole benefit of the transaction by and between the owner and buyer stated at left, the buyer's Mortgage Co./Lender and Abstract/Title Co. and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove under my personal and direct supervision, that visible and observable evidence of easements or rights-of-way that were detected during the course of this survey are shown hereon, that the plat substantially complies with the Current Minimum Standards for Professional Land Surveyors, as adopted by the Texas Board of Professional Land Surveying and is a true and correct representation of the property shown hereon.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0275 F, Revised Date: September 29, 2010.

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph (903) 463-6191 Fax (903) 463-4088
Email: helveysurvey@cableone.net
Texas Board of Professional Land Surveying
Firm Registration No. 10088100

Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: October 3, 2017

EXHIBIT "A"

SITUATED in the County of Grayson, State of Texas, and being a part of the John Goode Survey, Abstract No. 468, and being all of the 3.00 ac. tract of land conveyed to Mr. L's Limited Partnership by Gene A. Luscombe by General Warranty Deed dated October 25, 2006 and recorded in Volume 4176, Page 81, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 3/8 inch rebar found in the East right-of-way line of F. M. Highway No. 1417, at a Southwest corner of the 86.8140 ac. tract of land conveyed to Aaron Prengler and Campbell Lease Service in Volume 1311, Page 138, Deed Records, Grayson County, Texas, at the Northwest corner of the 4.706 ac. tract of land conveyed to Jessie Duane Jackson in Volume 4926, Page 737, said Official Public Records, at the Southwest corner of said Mr. L's Limited Partnership 3.00 ac.;

THENCE North 01 deg. 53 min. 00 sec. East, with the East right-of-way line of said highway, a West line of said Prengler & Campbell Lease Service 86.8140 ac. and with the West line of said Mr. L's Limited Partnership 3.00 ac., a distance of 350.61 ft. to a 3/8 inch rebar found at the Northwest corner of said Mr. L's Limited Partnership 3.00 ac.;

THENCE South 88 deg. 07 min. 00 sec. East, over and across said Prengler & Campbell Lease Service 86.8140 ac., with the North line of said Mr. L's Limited Partnership 3.00 ac., a distance of 372.72 ft. to a 1/2 inch capped rebar set stamped "RPLS 6578" at the Northeast corner of said Mr. L's Limited Partnership 3.00 ac.;

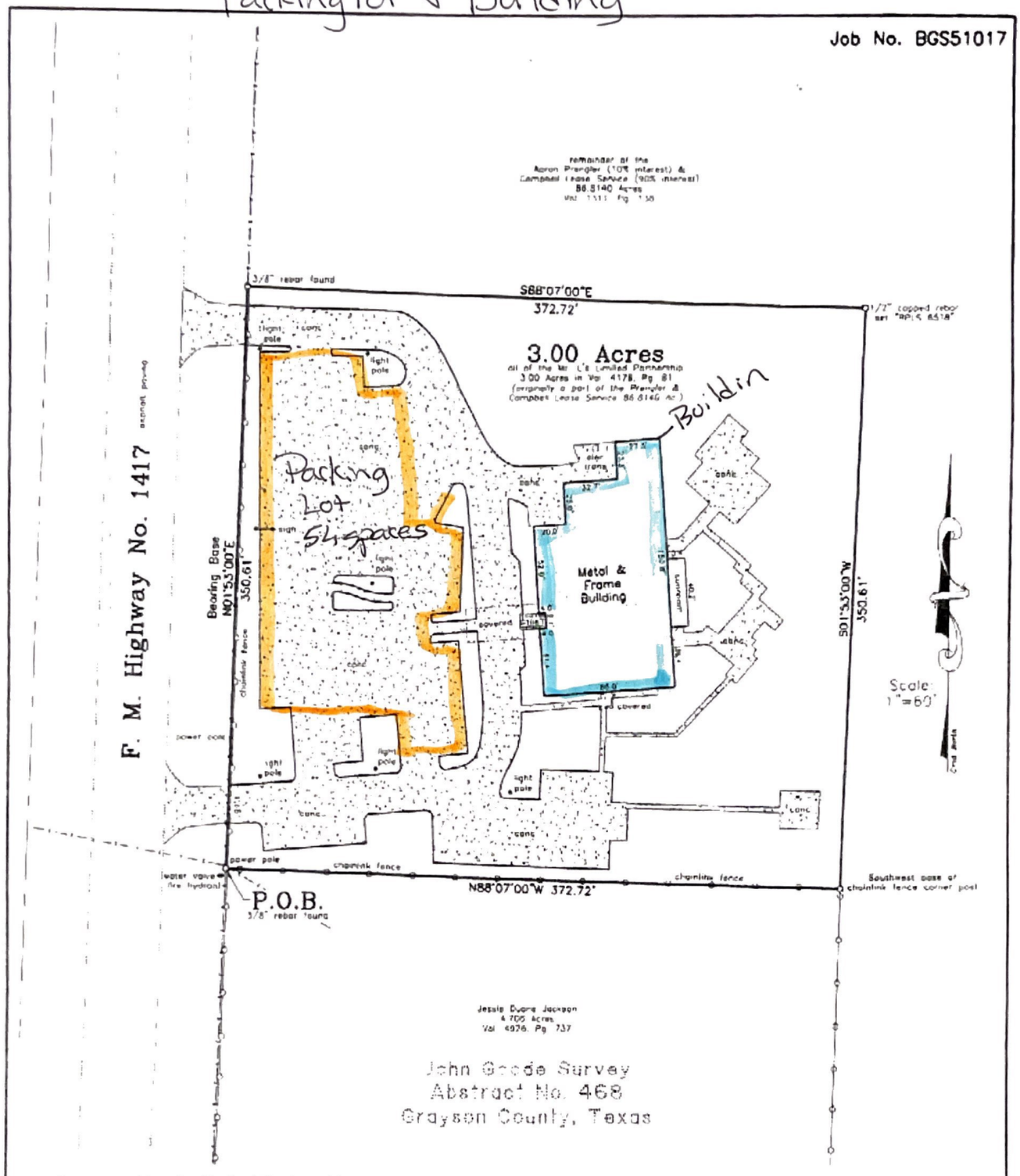
THENCE South 01 deg. 53 min. 00 sec. West, continuing over and across said Prengler & Campbell Lease Service 86.8140 ac., with the East line of said Mr. L's Limited Partnership 3.00 ac., a distance of 350.61 ft. to a point at the Southwest base of a chainlink fence corner post, at an Ell corner of said Prengler & Campbell Lease Service 86.8140 ac., at the Northeast corner of said Jackson 4.706 ac., at the Southeast corner of said Mr. L's Limited Partnership 3.00 ac.;

THENCE North 88 deg. 07 min. 00 sec. West, with a South line of said Prengler & Campbell Lease Service 86.8140 ac., the North line of said Jackson 4.706 ac. and with the South line of said Mr. L's Limited Partnership 3.00 ac., a distance of 372.72 ft. to the **PLACE OF BEGINNING** and containing **3.00 ACRES** of land.

EXHIBIT B

Packing lot + Building

Job No. BGS51017



Owner: Mr. L's Limited Partnership

Buyer: CAM-Grayson Cty 24.883, LLC

Address: 5615 N. F. M. Hwy. 1417
Sherman, Texas

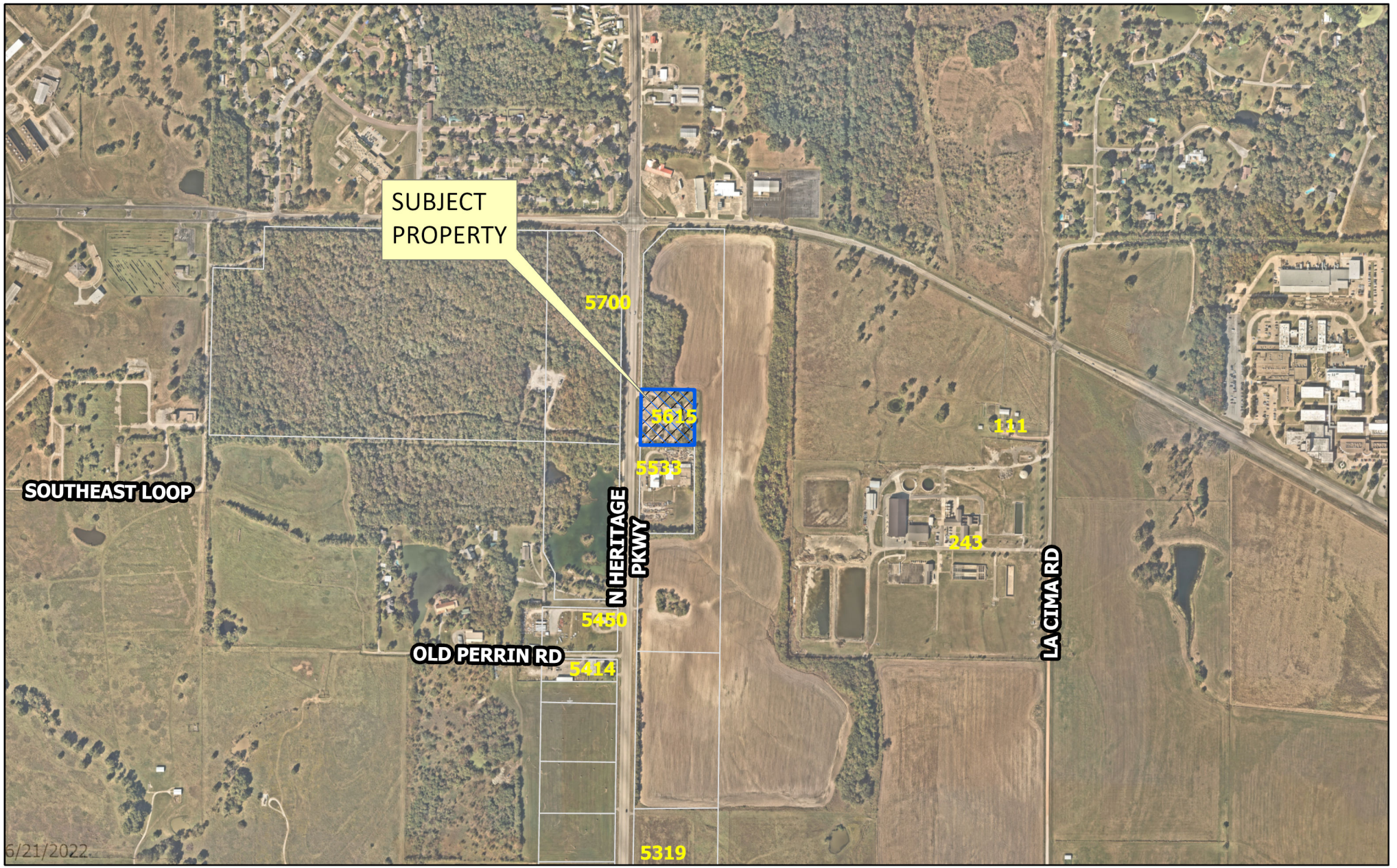
This survey is for the sole benefit of the transaction by and between: the owner and buyer stated at left, the buyer's Mortgage Co./Lender and Abstract/Title Co. and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove under my personal and direct supervision, that visible and observable evidence of easements or rights-of-way that were detected during the course of this survey are shown hereon, that the plat substantially complies with the Current Minimum Standards for Professional Land Surveyors, as adopted by the Texas Board of Professional Land Surveying and is a true and correct representation of the property shown hereon.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0275 F, Revised Date: September 29, 2010.

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph (903) 463-6191 Fax (903) 463-4066
Email: helveysurvey@cableone.net
Texas Board of Professional Land Surveying
Firm Registration No. 10088100

Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: October 3, 2017



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

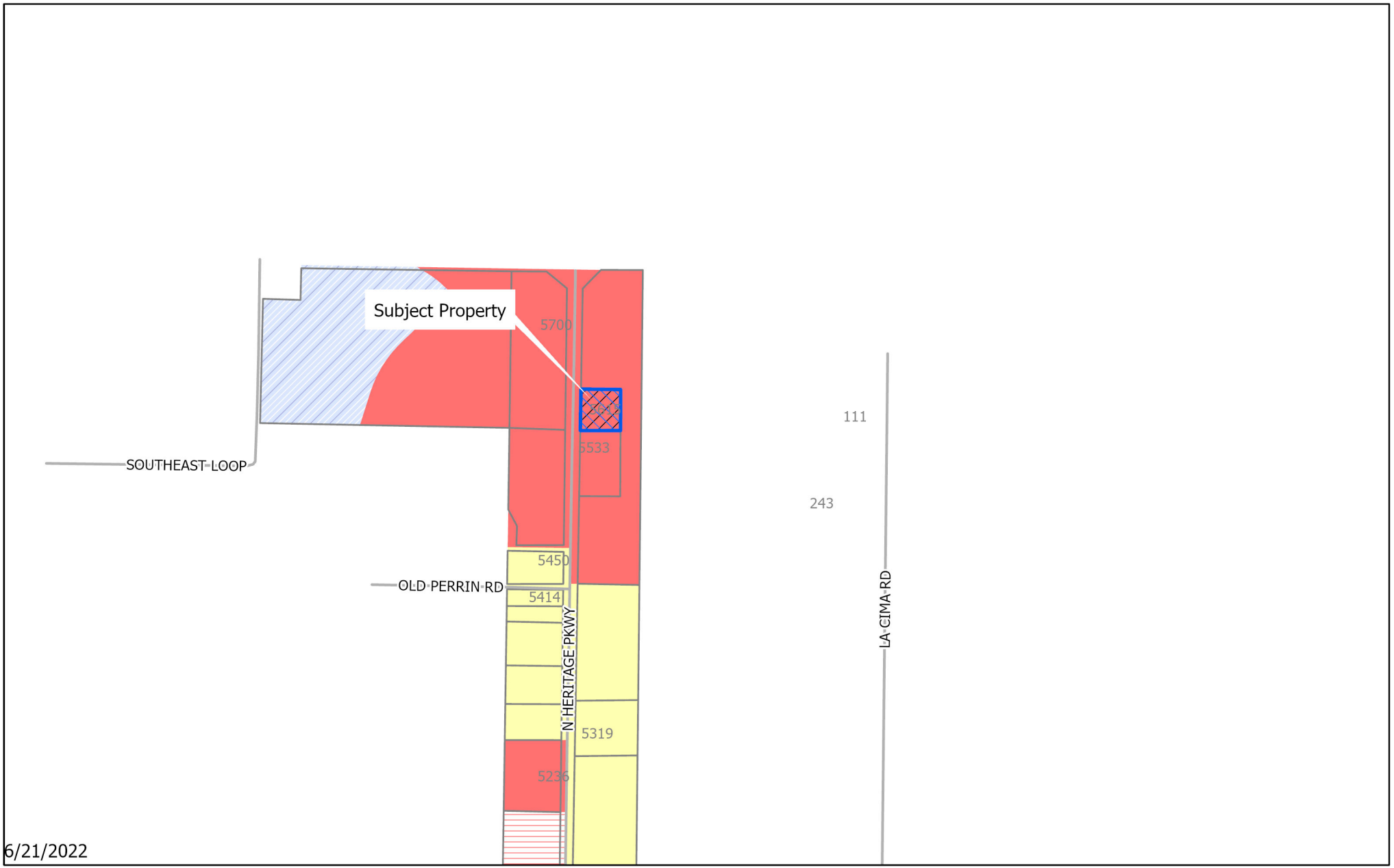
CITY OF SHERMAN

(5615 N FM 1417 Heritage Parkway)

N
W E
S

Date: 6/20/2022 5:01 PM

Scale: 1:9,918



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Subject Locations
- Parcels

CITY OF SHERMAN
Zoning Location Map
(5615 N FM 1417 Heritage Parkway)

N E S

Scale: 1:13,333

Date: 6/20/2022 5:01 PM

5615 N FM 1417

June 9, 2022

To: City of Sherman, Development Services Department

From: Baylee Kowert , applicant representative

Re: Specific Use Permit , Project Narrative : 5615 N. FM 1417 , Sherman, TX 75092

As an applicant I am providing information regarding the use of space that we will be sub-leasing at the above referenced address, which also operates as Leap Of Faith Church.

I am requesting use as a private school:
Children gathered primarily for educational purposes with Montessori curriculum
Serving children ages 3-12
Monday – Friday, 7:00 am – 6:00 pm
Through December 2022 for the duration of our lease
Staffed by experienced and trained director and educators
Pursuing licensing by Texas Health and Human Services as childcare center

Per our lease agreement we have access to a limited portion of the building, which includes:

Driveway and parking lot – for staff and visitor parking, student drop-off and pick-up. The school will provide written procedures pertaining to traffic flow in order to achieve safe and orderly school related traffic.

Fenced backyard area – for daily play and outdoor enrichment

Rooms: 117, 118, 125, 126, 127, 132, 133 and connecting hallways

117, Eating Area: for snacks and lunch, all food will be provided by students' families

118, Kitchen: not in regular use by school, may be used for limited refrigerated storage and culinary / mathematics / science / art related lessons

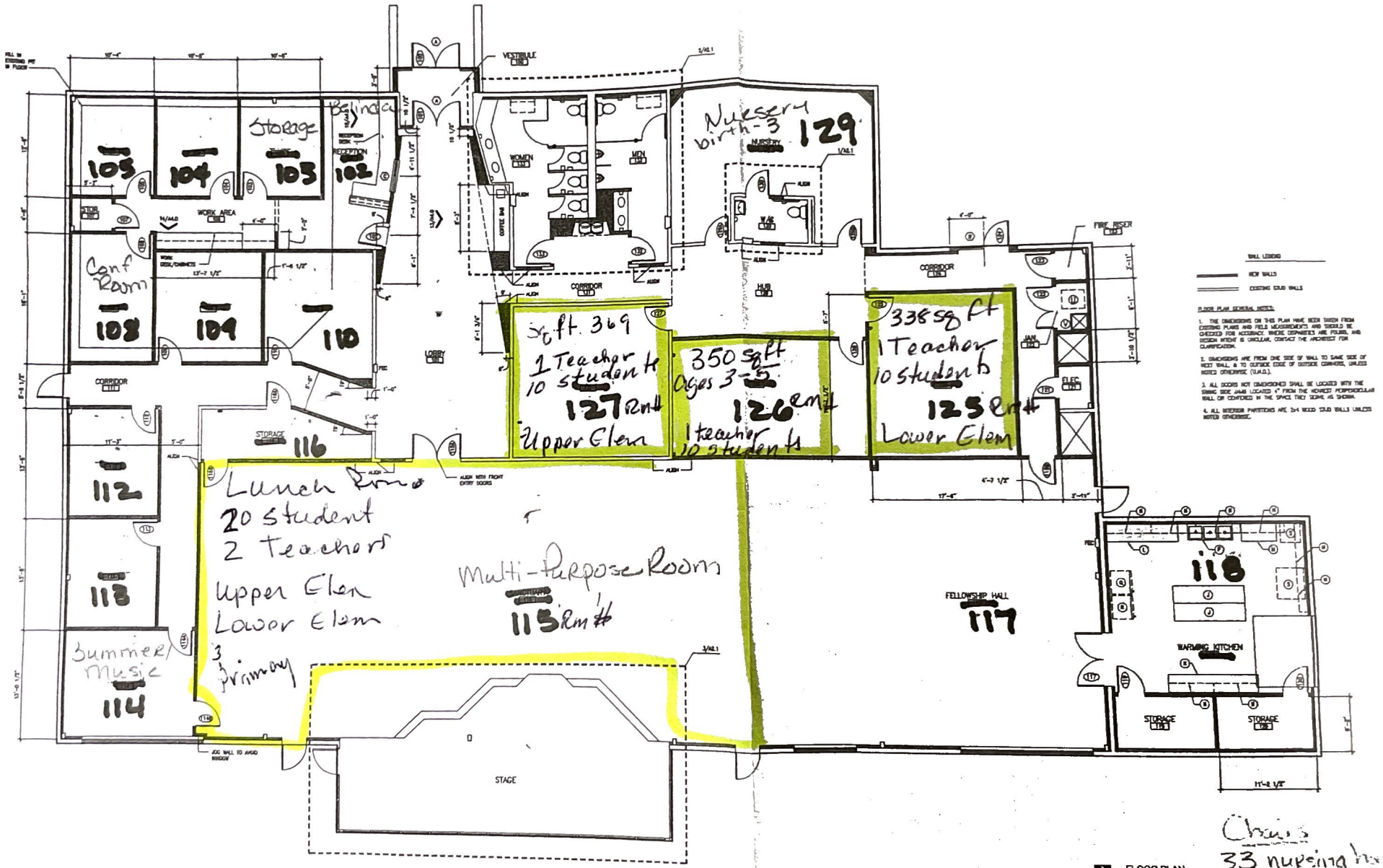
125, Classroom: educational instruction, lessons, and activities for children ages 6- 9, 1 full time teacher, maximum of 10 students

126, Classroom: educational instruction, lessons, and activities for children ages 3-6, 1 full time teacher, maximum of 10 students

127, Classroom: educational instruction, lessons, and activities for children ages 9-12, 1 full time teacher, maximum of 10 students

Note: Montessori philosophy includes multi-age classrooms for peer-to-peer learning

132 & 133, Restrooms



1 FLOOR PLAN
SCALE: 1/16" = 1'-0"

Chairs
33 nursing home
90 folding
90 of 50 provided

david baca studio
100 North Travis Street
Suite No.500A
Sherman, Texas 75090
903 893 5800

Registered Architect
State of Texas

Revisions
Date
Description
No.

Leap of Faith Church
An Adaptive-Reuse Project
5615 North Heritage Parkway, Sherman, Texas

PROJECT NUMBER
1904
DATE
03.07.19
SHEET NUMBER
A2.0

floor plan

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

July 12, 2022

G & V Holbrook Family LP
Gregg Holbrook
3667 Georgetown Rd
Pottsboro, TX 75076

Helvey-Wagner Surveying, Inc.
222 W Main St.
Denison, TX 75020

Baylee Kowert
PO Box 1027
Sherman, TX 75091

Dear Applicants,

The request for a Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Montessori School, Grades 3-12 in a C-1 (Retail Business) District located at 5615 N FM 1417 (Heritage Pkwy) has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, July 19, 2022, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (Retail Business) District, the O-1.1 (F.M. Highway 1417) Overlay District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.6; Sec. 6.13.2; Sec. 7(14); Sec. 7(13) and Sec. 17).*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
4. Parking shall be provided for one space per every 1.5 employees, a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Sec.8 (5)(a); Sec.7(10)(b)).*
5. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
6. The property must be properly maintained in a state of good repair and neat appearance.
7. The approval of the site plan shall be effective for a period of (2) years from the date of approval and 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 Specific Use Permit was approved.
8. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

9. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *(Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154)*
10. City sewer does not serve subject property. On-site sewage facility or extension of sewer main by developer is required. *(Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H))*

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

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

Respectfully,

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

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

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 14.

Meeting Date: 07/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

5615 NORTH FM 1417 (HERITAGE PARKWAY)

The request of Gregg Holbrook (Owner), Baylee Kowert (Applicant) and Helvey-Wagner Surveying, Inc (Surveyor) concerning the property at 5615 North FM 1417 (Heritage Parkway), being 3.00 acres in the John Goode Survey, Abstract No. 468, as follows:

Planning and Zoning Commission

Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Montessori School, Grades 3-12 in a C-1 (Retail Business) District/O-1.1 (F.M. Highway 1417) Overlay District.

Background:

The property is located at 5615 North FM 1417 (Heritage Parkway) between Grayson Drive and Plainview Road. The owner is requesting a Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Montessori School, Grades 3-12 in a C-1 (Retail Business) District/O-1.1 (F.M. Highway 1417) Overlay District.

The applicant will be subleasing space within the Leap of Faith Church and is requesting use as a private school for children gathered primarily for educational purposes with Montessori curriculum. They will be serving children ages 3-12, Monday – Friday, 7:00 am – 6:00 pm through December 2022 for the duration of the lease.

Per the lease agreement, they will have access to a limited portion of the building, which includes:

- Driveway and parking lot – for staff and visitor parking, student drop-off and pick-up.
  - The school will provide written procedures pertaining to traffic flow in order to achieve safe and orderly school related traffic.
- Fenced backyard area – for daily play and outdoor enrichment
- Rooms: 117, 118, 125, 126, 127, 132, 133 and connecting hallways
  - 117 - Eating Area: for snacks and lunch, all food will be provided by students' families
  - 118, Kitchen: not in regular use by school. It may be used for limited refrigerated storage and

culinary / mathematics / science / art related lessons
- 125, Classroom: educational instruction, lessons, and activities for children ages 6- 9, 1 full-time teacher, maximum of 10 students
- 126, Classroom: educational instruction, lessons, and activities for children ages 3-6, 1 full-time teacher, maximum of 10 students
- 127, Classroom: educational instruction, lessons, and activities for children ages 9-12, 1 full-time teacher, maximum of 10 students
- 132 & 133, Restrooms

The following has been approved for this location:

- March 20, 2018 - Specific Use Permit to allow automobile sales and accessories in the existing building in a C-1 (Retail Business) District/O-1.1 (FM 1417 Overlay) District

Adjacent Zoning:

C-1 (Retail Business) District
O-1.1 (F.M. Highway 1417) Overlay District

Origination:

Gregg Holbrook (Owner)
Baylee Kowert (Applicant)
Helvey-Wagner Surveying, Inc (Surveyor)

Master Plan Designation:

Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Number of notices mailed:

5

Objections Received:

Development Review Meeting:

No

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Survey
Site Plan
Floor Plan
Narrative
Photo
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 10.**

Meeting Date: 08/15/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6516

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District located at 2305 and 2615 Graystone Drive, being 19.95 acres in the Samuel M. McGlothlin Survey, Abstract No. 811 (Lloyd Plyler Construction LLP, Owner; Terrin Bertholf, B & H Development, LLC, Prospective Buyer/Representative; and Manhard Engineering, Surveyor/Engineer); Providing a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

To consider the request of Lloyd Plyler Construction LLP (Owner), Terrin Bertholf, B & H Development, LLC (Prospective Buyer/Representative) and Manhard Engineering (Surveyor/Engineer) concerning the property located at 2305 and 2615 Graystone Drive, being 19.95 acres in the Samuel M. McGlothlin Survey, Abstract No. 811 for Zone Change approval under Ordinance No. 2280, Section 12, from a C-2 (General Commercial) District to an R-1 (One-Family Residential) District

Background:

The property is located at 2305 and 2615 Graystone Drive between North Frisco Road and Village Drive.

The owner is requesting to plat the 19.95 acre property into 99 lots for residential development; a Specific Use Permit for Patio Homes with lots between 40' and 50' wide and homes that are 1200 - 2500 square feet; and a Zone Change from a C-2 (General Commercial) District to an R-1 (One-Family Residential) District.

The development will include 34,000 square feet of parks spread across three different pocket parks, a one acre wet pond with a fountain, and interconnected walking trails surrounding and connecting the parks and pond. The developer intends to plant a thick hedgerow of evergreen trees along the northern and western boundaries that serve as a natural green barrier to the railroad and surrounding properties. In addition to these on-site improvements, the developer has also agreed to make and/or fund improvements to Graystone Drive, as indicated in the Staff Review Letter.

The following has been approved for 2305 Graystone Drive:

- January 10, 1995 - Zone Change from R-1 (One Family Residential) District to C-2 (General Commercial) District

- January 10, 1995 - Variance to provide 40 parking spaces in lieu of the 405 required for a golf driving range and a baseball/softball batting cage

Origination:

Lloyd Plyler Construction LLP (Owner)
Terrin Bertholf, B & H Development, LLC (Prospective Buyer/Representative)
Manhard Engineering (Surveyor/Engineer)

Financial Consideration:

None

Staff Recommendation:

At the July 19, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Zone Change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6516
Exhibit A - Survey
Exhibit B - Site Plan/Landscape plan
Location Map
Zoning Map
Zoning Sign Photo
Zoning Sign Photo
Narrative
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6516

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT LOCATED AT 2305 AND 2615 GRAYSTONE DRIVE, BEING 19.95 ACRES IN THE SAMUEL M. MCGLOTHLIN SURVEY, ABSTRACT NO. 811 (LLOYD PLYLER CONSTRUCTION LLP, OWNER; TERRIN BERTHOLF, B & H DEVELOPMENT, LLC, PROSPECTIVE BUYER/REPRESENTATIVE; AND MANHARD ENGINEERING, SURVEYOR/ENGINEER); 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 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 2305 and 2615 Graystone Drive, shall be rezoned and placed in the R-1 (One-Family Residential) District, and that Section 12, Ordinance No. 2280 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 Section 2, Ordinance No. 2280.

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

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

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

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

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

INTRODUCED on this the 15th day of August, 2022.

ADOPTED on this the 15th day of August, 2022.

EFFECTIVE DATE on this the 15th day of August, 2022.

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

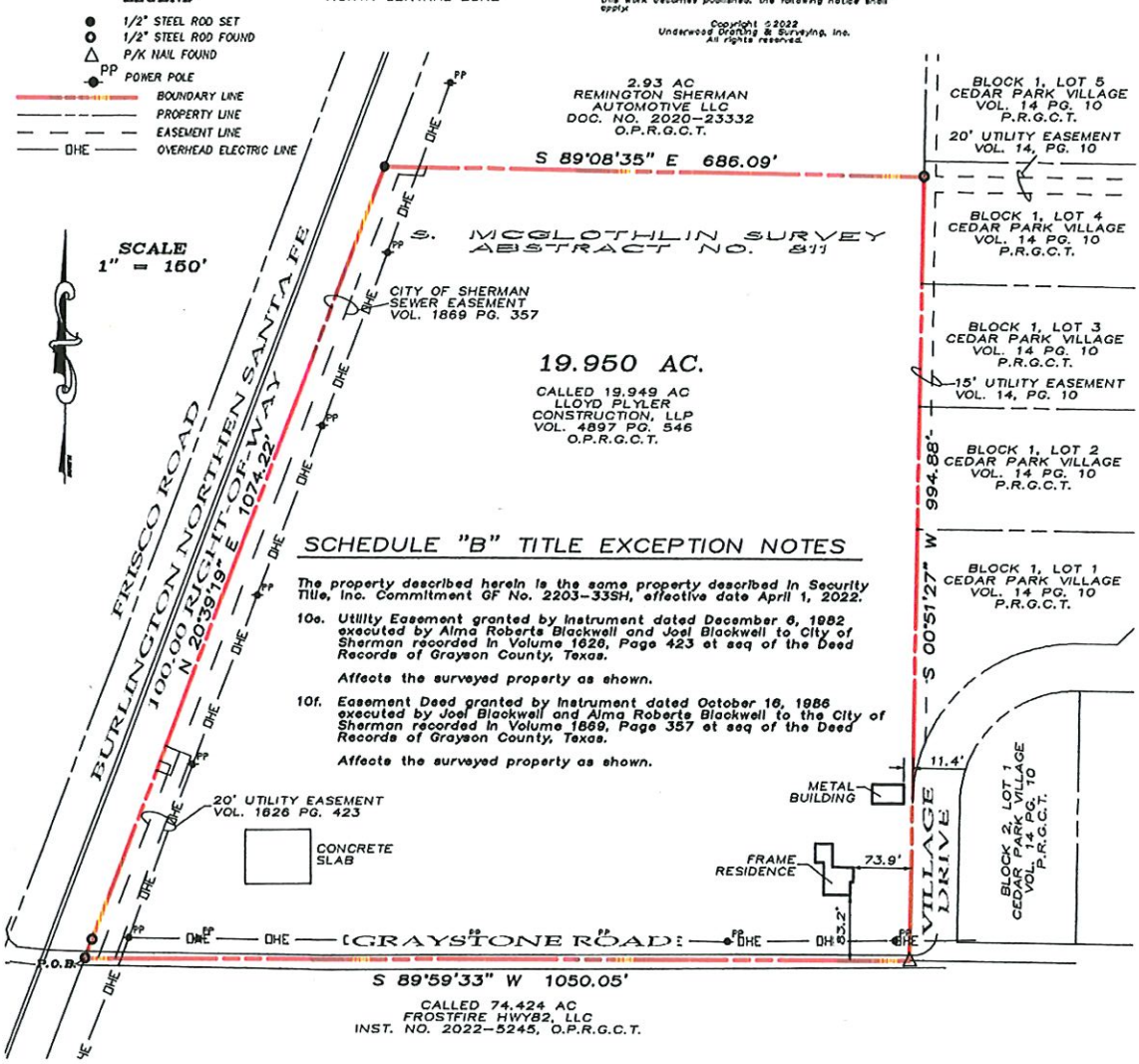
This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. Its use or disclosure in whole or part without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.

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

Copyright ©2022
Underwood Drafting & Surveying, Inc.
All rights reserved.

JOB NO. 22060640
DFT: BH

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



SCHEDULE "B" TITLE EXCEPTION NOTES

The property described herein is the same property described in Security Title, Inc. Commitment GF No. 2203-33SH, effective date April 1, 2022.

10e. Utility Easement granted by instrument dated December 6, 1982 executed by Alma Roberts Blackwell and Joel Blackwell to City of Sherman recorded in Volume 1626, Page 423 et seq of the Deed Records of Grayson County, Texas.

Affects the surveyed property as shown.

10f. Easement Deed granted by instrument dated October 16, 1986 executed by Joel Blackwell and Alma Roberts Blackwell to the City of Sherman recorded in Volume 1869, Page 357 et seq of the Deed Records of Grayson County, Texas.

Affects the surveyed property as shown.

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Samuel M. Mcglothlin Survey, Abstract No. 811, and being a part of the same tract of land described as 19.95 acres conveyed to Lloyd Plyler Construction LLP. by deed recorded in Volume 4897, Page 546, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a found ½" steel road at the southwest corner of said 19.95 acre tract, being at the intersection of the east Right-of-Way of the Burlington Northern Santa Fe railroad and the center of Graystone Road;

Thence North 20°39'19" East, with the said East Right-of-Way of the Burlington Northern Santa Fe railroad a distance of 1074.22 feet to a set ½" steel rod;

Thence South 89°08'35" East with the south line of a 2.93 acre tract of land conveyed to Remington Sherman Automotive LLC. Recorded in Document Number 2020-23332 of said Official Public Records, a distance of 686.09 feet to a found ½" steel rod;

Thence South 00°51'27" West, with the west line of the Cedar Park Village Addition a distance of 994.88 feet to a found P/K nail in the center of said Graystone Road;

Thence South 89°59'33" West with the center of said Graystone Road a distance of 1050.05 feet to the Point of Beginning and containing 19.950 acres of land.

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

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.

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 06/06/22

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

EXHIBIT B

ZONING TYPE: CURRENT: C-2 (GENERAL COMMERCIAL)
PROPOSED: R-1 (ONE FAMILY RESIDENTIAL)

TOTAL PROJECT SITE	19.95 AC	
R.O.W. DEDICATION (GRAYSTONE RD.)	0.96 AC	
NET USABLE AREA	18.99 AC	
	AC	%
TOTAL OPEN SPACE	3.55	18.7
USABLE OPEN SPACE	2.30	12.1
PARKS/WALKING TRAILS	1.05	5.5
STORMWATER BASIN	1.25	6.6
BUFFER ZONE/NATURAL SCREEN	1.25	6.6
SINGLE FAMILY LOTS	12.06	63.5
RIGHT OF WAY	3.38	17.8
TOTAL UNITS	99	
DENSITY	4.96 DU/AC	
TYPICAL LOT DIMENSIONS	40'x120'	
FRONT YARD SETBACK	20'	
REAR YARD SETBACK	20'	
INTERIOR SIDE SETBACK	5'	
CORNER SIDE SETBACK	15'	
LINEAR FT OF ROADWAY	2,985 LF	

UTILITY LEGEND

- STD. 4' SANITARY SEWER MANHOLE
- JUNCTION BOX
- CURB INLET
- FIRE HYDRANT
- WATER FITTINGS
- GATE VALVE
- WATER LINE
- SANITARY SEWER LINE
- STORM LINE
- EXISTING OVERHEAD WIRE
- EXISTING WATER LINE
- EXISTING SANITARY LINE
- SETBACK LINE
- LOT LINE
- RIGHT OF WAY LINE
- TYPICAL LOT SETBACK AREA
- STORMWATER BASIN
- PARK AREAS
- SIDEWALK

OWNER/DEVELOPER
B&H DEVELOPEMENT
118 W. CHESTNUT ST.
DENISON, TEXAS 75021
903-267-1573
TERRIN BERTHOLF

ENGINEER
MANHARD CONSULTING
12225 GREENVILLE AVE.
SUITE 1000
DALLAS, TEXAS 75243
972.972.4250
BRIAN BRIDGEWATER, P.E.

REVISIONS	DRAWN BY	DATE

Manhard CONSULTING
12225 Greenville Avenue, Suite 1000, Dallas, TX 75243 ph:972.972.4250 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Wastewater Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Professional Engineers and Land Surveyors Registration No. F-21732

20 AC SINGLE FAMILY DEVELOPEMENT

CITY OF SHERMAN, TEXAS

SITE PLAN

PROJ. MGR.: BB
PROJ. ASSOC.: NG
DRAWN BY: SJM
DATE: 06/20/2022

SHEET
SP0.1
611.089001.00

PENDING

© 2022 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED

Plot Date: 06/23/22
Dwg Name: P:\611.089 B&H Development\001 Sherman 20 AC- Single Family Dev\Data\Civil\SUP\Plan Set\ Drawing\Site Plan.dwg Updated By: NGrubb

dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
(2305 & 2615 Graystone Dr)

N
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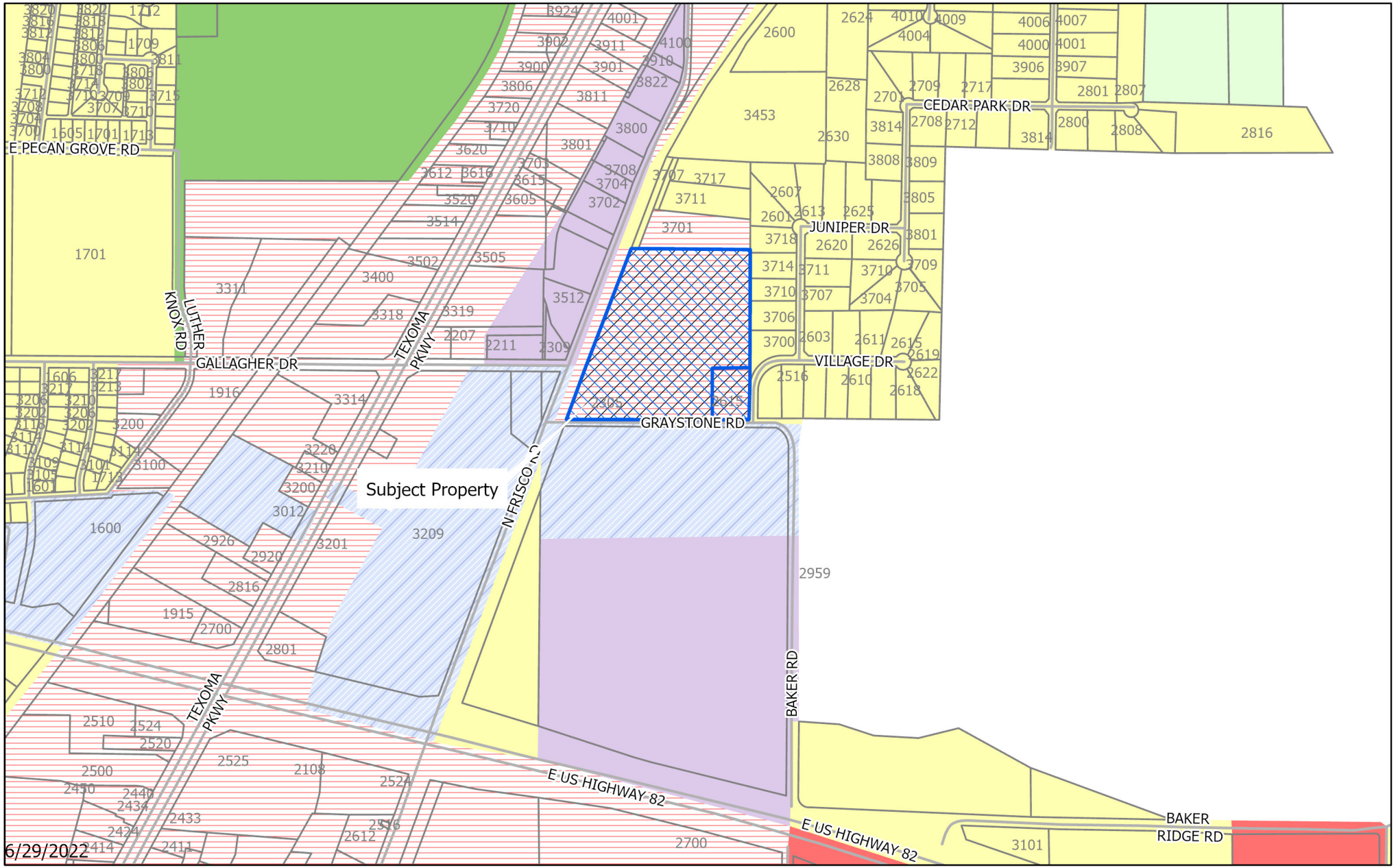
S

Date: 6/29/2022 11:27 AM

Scale: 1:6,432



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Subject Locations
- Parcels

CITY OF SHERMAN
Zoning Location Map
(2305 & 2615 Graystone Dr)

N
W E
S

Scale: 1:9,382

Date: 6/29/2022 11:27 AM

2305 Graystone

2615 Graystone

June 23, 2022

Mr. Rob Rae,

This 19.95 acre property is currently zoned C2 for commercial use. Due to housing conditions and pricing, the location of the land, the proximity to the railroad and the land uses of the surrounding parcels, the best use of this land is to be downzoned from C2 zoning into residential use for homes with lots between 40' and 50' in width. The purpose of this Specific Use Permit (SUP) request is to allow for those lots between 40' and 50'. These smaller lot sizes will necessitate lower lot prices for homebuilders and allow for 1,200SF-2,500SF homes to be built without a compromise in quality.

As lifelong residents of Sherman, we aim to produce a quality and aesthetically pleasing development that we are proud to have in our city and proud to place our names on. This proposed development includes 99 patio homes lots with a typical dimension of 40'x120'. The development will include ~34,000 sqft of parks spread across three different pocket parks, and a 1 acre wet pond with a fountain and interconnected walking trails surrounding and connecting the parks and pond. We intend to plant a thick hedgerow of evergreen trees along the northern and western boundaries that serve as a natural green barrier to the railroad and surrounding properties.

Thank you for your help with this project.

Terrin Bertholf
B&H Development
118 W. Chestnut
Denison, TX 75021

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

July 12, 2022

Lloyd Plyler Construction LLP
PO Box 2406
Sherman, TX 75091

Manhard Engineering
12225 Greenville Ave, STE. 1000
Dallas, TX 75243

Terrin Bertholf
B & H Development LLC
118 W. Chestnut
Denison, TX 75021

Dear Applicants,

The request for a Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow Patio Homes in an R-1 (One-Family Residential) District and a Zone Change approval under Ordinance No. 2280, Section 12, from a C-2 (General Commercial) District to an R-1 (One-Family Residential) District located at 2305 and 2615 Graystone Drive has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, July 19, 2022, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (One-Family Residential) District, the Patio Home Ordinance, the Fence Ordinance, the Sign Ordinance and the Residential Tree and Landscaping Ordinance. *Chapter 14, Exhibit A, Sec. 6.3; Sec. 9; Sec. 7(13) & (14) and Sec. 17)*
2. Patio home lots must have a minimum lot area of 4,000 square feet, and a minimum lot width of 40 feet on regular lots and 45 feet on corner lots. A maximum lot width is 50 feet or 55 feet for corner lots. (*Chapter 14, Exhibit A, Section 8, Subsection 9(b))*
3. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
4. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7 (13) & (14), Subsection 10(b))*
5. Parking is permitted on paved surfaces only (concrete and asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
6. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9'x20'. *(Chapter 14, Exhibit A, Section 6.3 & Section 7, Subsection 10(b))*
7. Side yard setbacks must be uniform for all homes within a given block. (*Chapter 14, Exhibit A, Section 8, Subsection 9(b))*
8. Any contiguous subdivision, including multiple phases, developed with twenty-five (25) or more lots under the Patio Home standards of this ordinance shall provide usable open space. Developments with 25 - 49 patio home lots shall provide usable open space which equals or exceeds five (5) percent of the gross platted area, excluding rights-of-way for major thoroughfares.

Developments with 50 or more patio homes shall provide usable open space which equals or exceeds ten (10) percent of the gross platted area, excluding rights-of-way for major thoroughfares. A contiguous subdivision is defined as: abutting or separated only by a local or collector street to the subdivision. Subdivisions separated by rights-of-way, drainage or utility easements in excess of sixty (60) feet in width shall not be considered as contiguous. (*Chapter 14, Exhibit A, Section 8, Subsection 9(e))*

9. 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.

Engineering:

10. Location of proposed drain inlets do not allow for adequate drive approach installation on Lot 6, Block 1; Lot 1, Block 4; Lot 1, Block 5; Lot 25, Block 5.
11. Graystone Drive is required to be improved by developer from a 19' wide section to a 24' wide section as a condition of this development.
12. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *(Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154)*
13. Detention facility to be privately owned and maintained by HOA.
14. Water main must be extended in accordance with City criteria to serve proposed Lot. *(Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G))*
15. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed Lot. Sewer capacity shall be verified for proposed use. *(Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H))*
16. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *(Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.)*
17. Three Party Agreement required for Public Infrastructure.

Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission. It is the policy of the Planning and Zoning Commission and the Board of Adjustments not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

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

Respectfully,

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

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

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 11.

Meeting Date: 07/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

2305 AND 2615 GRAYSTONE DRIVE

The request of Lloyd Plyler Construction LLP (Owner), Terrin Bertholf, B & H Development, LLC (Prospective Buyer/Representative) and Manhard Engineering (Surveyor/Engineer) concerning the property located at 2305 and 2615 Graystone Drive, being 19.95 acres in the Samuel M. McGlothlin Survey, Abstract No. 811, as follows:

Planning and Zoning Commission

A. Preliminary Plat approval Evergreen Parks Subdivision.
B. Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow Patio Homes in an R-1 (One-Family Residential) District.
C. Zone Change approval under Ordinance No. 2280, Section 12, from a C-2 (General Commercial) District to an R-1 (One-Family Residential) District.

Background:

The property is located at 2305 and 2615 Graystone Drive between North Frisco Road and Village Drive.

The owner is requesting to plat the 19.95 acre property into 99 lots for residential development; a Specific Use Permit for Patio Homes with lots between 40' and 50' wide and homes that are 1200 - 2500 square feet; and a Zone Change from a C-2 (General Commercial) District to an R-1 (One-Family Residential) District.

The development will include 34,000 square feet of parks spread across three different pocket parks, a one acre wet pond with a fountain, and interconnected walking trails surrounding and connecting the parks and pond. The developer intends to plant a thick hedgerow of evergreen trees along the northern and western boundaries that serve as a natural green barrier to the railroad and surrounding properties.

The following has been approved for 2305 Graystone Drive:

- January 10, 1995 - Zone Change from R-1 (One Family Residential) District to C-2 (General

Commercial) District
- January 10, 1995 - Variance to provide 40 parking spaces in lieu of the 405 required for a golf driving range and a baseball/softball batting cage

Adjacent Zoning:

R-1 (One-Family Residential) District
M-1 (Light Manufacturing) District
R-2 (Multi-Family Residential) District
C-2 (General Commercial) District

Origination:

Lloyd Plyler Construction LLP (Owner)
Terrin Bertholf, B & H Development, LLC (Prospective Buyer/Representative)
Manhard Engineering (Surveyor/Engineer)

Master Plan Designation:

Agricultural and Rural – Typically are large parcels that are primarily used for crops or pasture land. These low density regions surrounding the City do not have significant demands on the transportation or utilities network.

and

Suburban Residential – Increased density and closer building setbacks separate Suburban Residential from Countryside and Estate, but more landscaping and open space distinguish Suburban Residential from Urban and Auto-Urban categories. New suburban subdivisions typically have curvilinear streets and sidewalks, as well as curb and gutter.

Number of notices mailed:

16

Objections Received:

2

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Zoning Sign Photo
Survey
Preliminary Plat
Site Plan
Narrative
Traffice Impact Analysis

Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 11.**

Meeting Date: 08/15/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6517

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow Patio Homes in an R-1 (One-Family Residential) District at 2305 and 2615 Graystone Drive, being 19.95 acres in the Samuel M. McGlothlin Survey, Abstract No. 811 (Lloyd Plyler Construction LLP, Owner; Terrin Bertholf, B & H Development, LLC, Prospective Buyer/Representative; and Manhard Engineering, Surveyor/Engineer); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00.

Issue:

To consider Patio Homes in an R-1 (One-Family Residential) District at 2305 and 2615 Graystone Drive, being 19.95 acres in the Samuel M. McGlothlin Survey, Abstract No. 811 (Lloyd Plyler Construction LLP, Owner; Terrin Bertholf, B & H Development, LLC, Prospective Buyer/Representative; and Manhard Engineering, Surveyor/Engineer)

Background:

The property is located at 2305 and 2615 Graystone Drive between North Frisco Road and Village Drive.

The owner is requesting to plat the 19.95 acre property into 99 lots for residential development; a Specific Use Permit for Patio Homes with lots between 40' and 50' wide and homes that are 1200 - 2500 square feet; and a Zone Change from a C-2 (General Commercial) District to an R-1 (One-Family Residential) District.

The development will include 34,000 square feet of parks spread across three different pocket parks, a one acre wet pond with a fountain, and interconnected walking trails surrounding and connecting the parks and pond. The developer intends to plant a thick hedgerow of evergreen trees along the northern and western boundaries that serve as a natural green barrier to the railroad and surrounding properties. In addition to these on-site improvements, the developer has also agreed to make and/or fund improvements to Graystone Drive, as indicated in the Staff Review Letter.

The following has been approved for 2305 Graystone Drive:

- January 10, 1995 - Zone Change from R-1 (One Family Residential) District to C-2 (General Commercial) District
- January 10, 1995 - Variance to provide 40 parking spaces in lieu of the 405 required for a golf

driving range and a baseball/softball batting cage

Origination:

Lloyd Plyler Construction LLP (Owner)
Terrin Bertholf, B & H Development, LLC (Prospective Buyer/Representative)
Manhard Engineering (Surveyor/Engineer)

Financial Consideration:

None

Staff Recommendation:

At the July 19, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6517
Exhibit A - Survey
Exhibit B - Site Plan/Landscape plan
Location Map
Zoning Map
Zoning Sign Photo
Zoning Sign Photo
Narrative
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6517

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW PATIO HOMES IN AN R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT AT 2305 AND 2615 GRAYSTONE DRIVE, BEING 19.95 ACRES IN THE SAMUEL M. MCGLOTHLIN SURVEY, ABSTRACT NO. 811 (LLOYD PLYLER CONSTRUCTION LLP, OWNER; TERRIN BERTHOLF, B & H DEVELOPMENT, LLC, PROSPECTIVE BUYER/REPRESENTATIVE; AND MANHARD ENGINEERING, SURVEYOR/ENGINEER) PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; 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, Lloyd Plyler Construction LLP (Owner), Terrin Bertholf, B & H Development, LLC (Prospective Buyer/Representative) and Manhard Engineering (Surveyor/Engineer) concerning the property located at 2305 and 2615 Graystone Drive, being 19.95 acres in the Samuel M. McGlothlin Survey, Abstract No. 811 are granted a Specific Use Permit to allow a Patio Homes in an R-1 (One-Family Residential) District and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include property described as **Exhibit A – Survey and Legal Description**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (One-Family Residential) District, the

Patio Home Ordinance, the Fence Ordinance, the Sign Ordinance and the Residential Tree and Landscaping Ordinance. *Chapter 14, Exhibit A, Sec. 6.3; Sec. 9*; *Sec. 7(13) & (14) and Sec. 17)*

2. Patio home lots must have a minimum lot area of 4,000 square feet, and a minimum lot width of 40 feet on regular lots and 45 feet on corner lots. A maximum lot width is 50 feet or 55 feet for corner lots. (*Chapter 14, Exhibit A, Section 8, Subsection 9(b))*
3. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
4. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7 (13) & (14), Subsection 10(b))*
5. Parking is permitted on paved surfaces only (concrete and asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
6. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9'x20'. *(Chapter 14, Exhibit A, Section 6.3 & Section 7, Subsection 10(b))*
7. Side yard setbacks must be uniform for all homes within a given block. (*Chapter 14, Exhibit A, Section 8, Subsection 9(b))*
8. Any contiguous subdivision, including multiple phases, developed with twenty-five (25) or more lots under the Patio Home standards of this ordinance shall provide usable open space. Developments with 25 - 49 patio home lots shall provide usable open space which equals or exceeds five (5) percent of the gross platted area, excluding rights-of-way for major thoroughfares. Developments with 50 or more patio homes shall provide usable open space which equals or exceeds ten (10) percent of the gross platted area, excluding rights-of-way for major thoroughfares. A contiguous subdivision is defined as: abutting or separated only by a local or collector street to the subdivision. Subdivisions separated by rights-of-way, drainage or utility easements in excess of sixty (60) feet in width shall not be considered as contiguous. (*Chapter 14, Exhibit A, Section 8, Subsection 9(e))*
9. 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.

Engineering:

10. Location of proposed drain inlets do not allow for adequate drive approach installation on Lot 6, Block 1; Lot 1, Block 4; Lot 1, Block 5; Lot 25, Block 5.
11. Graystone Drive is required to be improved by developer from a 19' wide section to a 24' wide section as a condition of this development.
12. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *(Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154)*
13. Detention facility to be privately owned and maintained by HOA.
14. Water main must be extended in accordance with City criteria to serve proposed Lot. *(Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G))*
15. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed Lot. Sewer capacity shall be verified for proposed use. *(Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H))*
16. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *(Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.)*
17. Three Party Agreement required for Public Infrastructure.

Additional Conditions:

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

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

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

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

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

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

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

INTRODUCED on this the 15th day of August, 2022.

ADOPTED on this the 15th day of August, 2022.

EFFECTIVE DATE on this the 15th day of August, 2022.

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

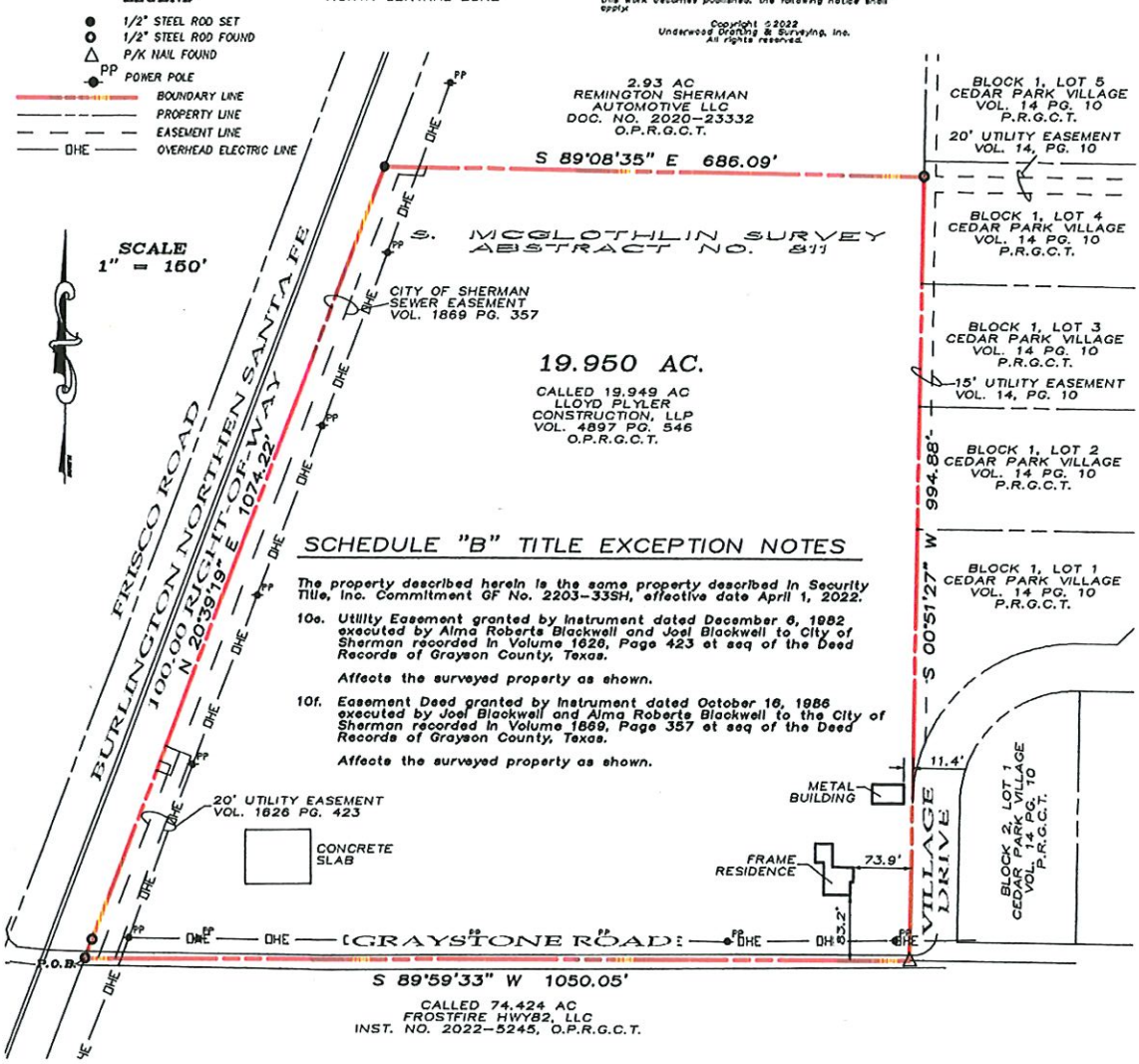
This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. Its use or disclosure in whole or part without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.

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

Copyright ©2022
Underwood Drafting & Surveying, Inc.
All rights reserved.

JOB NO. 22060640
DFT: BH

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



SCHEDULE "B" TITLE EXCEPTION NOTES

The property described herein is the same property described in Security Title, Inc. Commitment GF No. 2203-33SH, effective date April 1, 2022.

10e. Utility Easement granted by instrument dated December 6, 1982 executed by Alma Roberts Blackwell and Joel Blackwell to City of Sherman recorded in Volume 1626, Page 423 et seq of the Deed Records of Grayson County, Texas.

Affects the surveyed property as shown.

10f. Easement Deed granted by instrument dated October 16, 1986 executed by Joel Blackwell and Alma Roberts Blackwell to the City of Sherman recorded in Volume 1869, Page 357 et seq of the Deed Records of Grayson County, Texas.

Affects the surveyed property as shown.

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Samuel M. Mcglothlin Survey, Abstract No. 811, and being a part of the same tract of land described as 19.95 acres conveyed to Lloyd Plyler Construction LLP. by deed recorded in Volume 4897, Page 546, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a found ½" steel road at the southwest corner of said 19.95 acre tract, being at the intersection of the east Right-of-Way of the Burlington Northern Santa Fe railroad and the center of Graystone Road;

Thence North 20°39'19" East, with the said East Right-of-Way of the Burlington Northern Santa Fe railroad a distance of 1074.22 feet to a set ½" steel rod;

Thence South 89°08'35" East with the south line of a 2.93 acre tract of land conveyed to Remington Sherman Automotive LLC. Recorded in Document Number 2020-23332 of said Official Public Records, a distance of 686.09 feet to a found ½" steel rod;

Thence South 00°51'27" West, with the west line of the Cedar Park Village Addition a distance of 994.88 feet to a found P/K nail in the center of said Graystone Road;

Thence South 89°59'33" West with the center of said Graystone Road a distance of 1050.05 feet to the Point of Beginning and containing 19.950 acres of land.

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

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.

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 06/06/22

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

EXHIBIT B

ZONING TYPE: CURRENT: C-2 (GENERAL COMMERCIAL)
PROPOSED: R-1 (ONE FAMILY RESIDENTIAL)

TOTAL PROJECT SITE	19.95 AC	
R.O.W. DEDICATION (GRAYSTONE RD.)	0.96 AC	
NET USABLE AREA	18.99 AC	
	AC	%
TOTAL OPEN SPACE	3.55	18.7
USABLE OPEN SPACE	2.30	12.1
PARKS/WALKING TRAILS	1.05	5.5
STORMWATER BASIN	1.25	6.6
BUFFER ZONE/NATURAL SCREEN	1.25	6.6
SINGLE FAMILY LOTS	12.06	63.5
RIGHT OF WAY	3.38	17.8
TOTAL UNITS	99	
DENSITY	4.96 DU/AC	
TYPICAL LOT DIMENSIONS	40'x120'	
FRONT YARD SETBACK	20'	
REAR YARD SETBACK	20'	
INTERIOR SIDE SETBACK	5'	
CORNER SIDE SETBACK	15'	
LINEAR FT OF ROADWAY	2,985 LF	

UTILITY LEGEND

- STD. 4' SANITARY SEWER MANHOLE
- JUNCTION BOX
- CURB INLET
- FIRE HYDRANT
- WATER FITTINGS
- GATE VALVE
- WATER LINE
- SANITARY SEWER LINE
- STORM LINE
- EXISTING OVERHEAD WIRE
- EXISTING WATER LINE
- EXISTING SANITARY LINE
- SETBACK LINE
- LOT LINE
- RIGHT OF WAY LINE
- TYPICAL LOT SETBACK AREA
- STORMWATER BASIN
- PARK AREAS
- SIDEWALK

OWNER/DEVELOPER
B&H DEVELOPEMENT
118 W. CHESTNUT ST.
DENISON, TEXAS 75021
903-267-1573
TERRIN BERTHOLF

ENGINEER
MANHARD CONSULTING
12225 GREENVILLE AVE.
SUITE 1000
DALLAS, TEXAS 75243
972.972.4250
BRIAN BRIDGEWATER, P.E.

REVISIONS	DRAWN BY	DATE

Manhard CONSULTING
12225 Greenville Avenue, Suite 1000, Dallas, TX 75243 ph:972.972.4250 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Wastewater Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Professional Engineers and Land Surveyors Registration No. F-21732

20 AC SINGLE FAMILY DEVELOPEMENT

CITY OF SHERMAN, TEXAS

SITE PLAN

PROJ. MGR.: BB
PROJ. ASSOC.: NG
DRAWN BY: SJM
DATE: 06/20/2022

SHEET
SP0.1
611.089001.00

PENDING

© 2022 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED

Plot Date: 06/23/22
Dwg Name: P:\611.089 B&H Development\001 Sherman 20 AC- Single Family Dev\Data\Civil\SUP\Plan Set\ Drawing\Site Plan.dwg Updated By: NGrubb

dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
(2305 & 2615 Graystone Dr)

N
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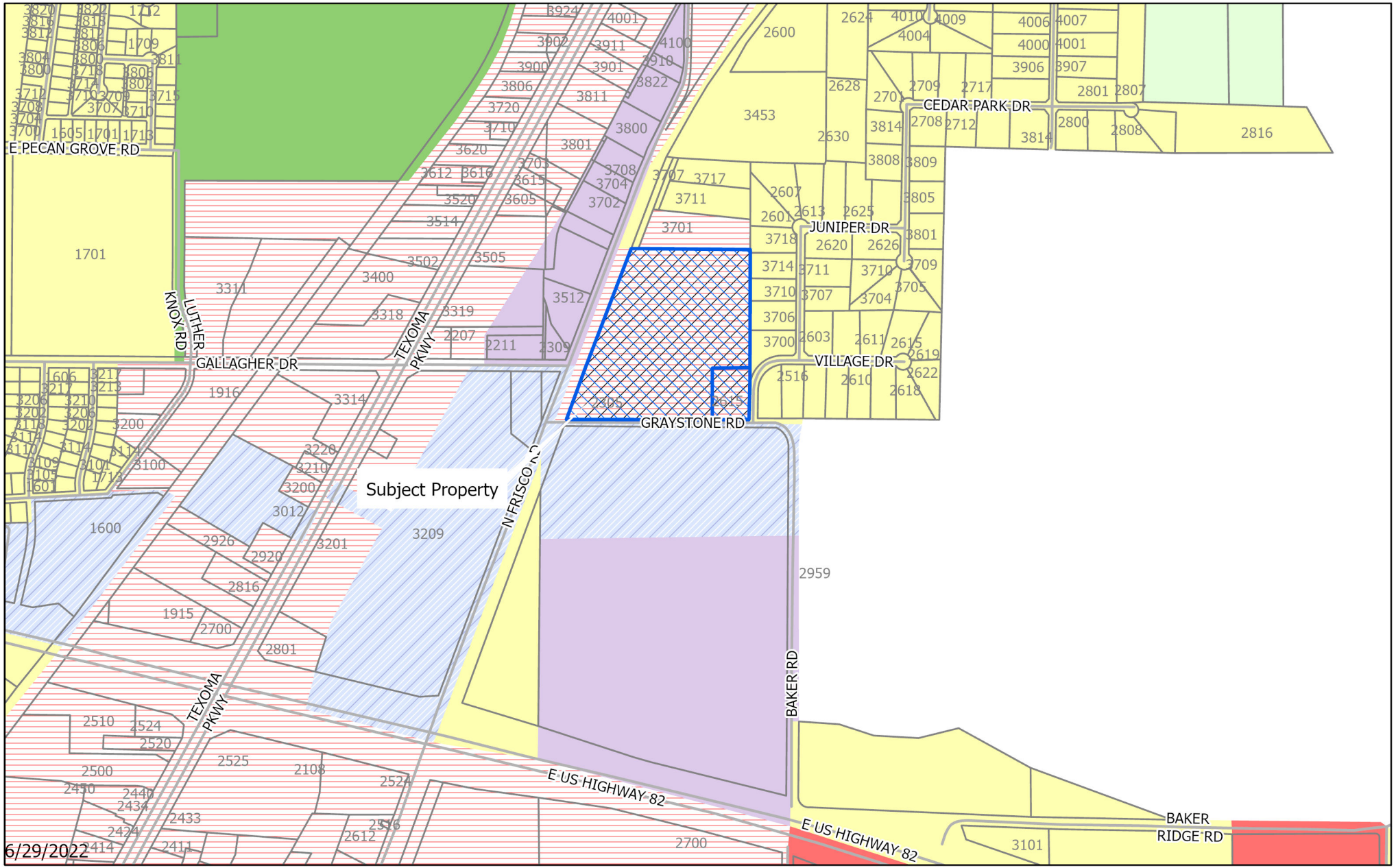
Date: 6/29/2022 11:27 AM

Scale: 1:6,432



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Subject Locations
- Parcels

CITY OF SHERMAN
Zoning Location Map
(2305 & 2615 Graystone Dr)

N
W E
S

Scale: 1:9,382

Date: 6/29/2022 11:27 AM

2305 Graystone

2615 Graystone

June 23, 2022

Mr. Rob Rae,

This 19.95 acre property is currently zoned C2 for commercial use. Due to housing conditions and pricing, the location of the land, the proximity to the railroad and the land uses of the surrounding parcels, the best use of this land is to be downzoned from C2 zoning into residential use for homes with lots between 40' and 50' in width. The purpose of this Specific Use Permit (SUP) request is to allow for those lots between 40' and 50'. These smaller lot sizes will necessitate lower lot prices for homebuilders and allow for 1,200SF-2,500SF homes to be built without a compromise in quality.

As lifelong residents of Sherman, we aim to produce a quality and aesthetically pleasing development that we are proud to have in our city and proud to place our names on. This proposed development includes 99 patio homes lots with a typical dimension of 40'x120'. The development will include ~34,000 sqft of parks spread across three different pocket parks, and a 1 acre wet pond with a fountain and interconnected walking trails surrounding and connecting the parks and pond. We intend to plant a thick hedgerow of evergreen trees along the northern and western boundaries that serve as a natural green barrier to the railroad and surrounding properties.

Thank you for your help with this project.

Terrin Bertholf
B&H Development
118 W. Chestnut
Denison, TX 75021

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

July 12, 2022

Lloyd Plyler Construction LLP
PO Box 2406
Sherman, TX 75091

Manhard Engineering
12225 Greenville Ave, STE. 1000
Dallas, TX 75243

Terrin Bertholf
B & H Development LLC
118 W. Chestnut
Denison, TX 75021

Dear Applicants,

The request for a Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow Patio Homes in an R-1 (One-Family Residential) District and a Zone Change approval under Ordinance No. 2280, Section 12, from a C-2 (General Commercial) District to an R-1 (One-Family Residential) District located at 2305 and 2615 Graystone Drive has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, July 19, 2022, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (One-Family Residential) District, the Patio Home Ordinance, the Fence Ordinance, the Sign Ordinance and the Residential Tree and Landscaping Ordinance. *Chapter 14, Exhibit A, Sec. 6.3; Sec. 9; Sec. 7(13) & (14) and Sec. 17)*
2. Patio home lots must have a minimum lot area of 4,000 square feet, and a minimum lot width of 40 feet on regular lots and 45 feet on corner lots. A maximum lot width is 50 feet or 55 feet for corner lots. (*Chapter 14, Exhibit A, Section 8, Subsection 9(b))*
3. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
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5. Parking is permitted on paved surfaces only (concrete and asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
6. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9'x20'. *(Chapter 14, Exhibit A, Section 6.3 & Section 7, Subsection 10(b))*
7. Side yard setbacks must be uniform for all homes within a given block. (*Chapter 14, Exhibit A, Section 8, Subsection 9(b))*
8. Any contiguous subdivision, including multiple phases, developed with twenty-five (25) or more lots under the Patio Home standards of this ordinance shall provide usable open space. Developments with 25 - 49 patio home lots shall provide usable open space which equals or exceeds five (5) percent of the gross platted area, excluding rights-of-way for major thoroughfares.

Developments with 50 or more patio homes shall provide usable open space which equals or exceeds ten (10) percent of the gross platted area, excluding rights-of-way for major thoroughfares. A contiguous subdivision is defined as: abutting or separated only by a local or collector street to the subdivision. Subdivisions separated by rights-of-way, drainage or utility easements in excess of sixty (60) feet in width shall not be considered as contiguous. (*Chapter 14, Exhibit A, Section 8, Subsection 9(e))*

9. 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.

Engineering:

10. Location of proposed drain inlets do not allow for adequate drive approach installation on Lot 6, Block 1; Lot 1, Block 4; Lot 1, Block 5; Lot 25, Block 5.
11. Graystone Drive is required to be improved by developer from a 19' wide section to a 24' wide section as a condition of this development.
12. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *(Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154)*
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14. Water main must be extended in accordance with City criteria to serve proposed Lot. *(Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G))*
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16. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *(Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.)*
17. Three Party Agreement required for Public Infrastructure.

Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission. It is the policy of the Planning and Zoning Commission and the Board of Adjustments not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

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

Respectfully,

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

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

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 11.

Meeting Date: 07/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

2305 AND 2615 GRAYSTONE DRIVE

The request of Lloyd Plyler Construction LLP (Owner), Terrin Bertholf, B & H Development, LLC (Prospective Buyer/Representative) and Manhard Engineering (Surveyor/Engineer) concerning the property located at 2305 and 2615 Graystone Drive, being 19.95 acres in the Samuel M. McGlothlin Survey, Abstract No. 811, as follows:

Planning and Zoning Commission

A. Preliminary Plat approval Evergreen Parks Subdivision.
B. Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow Patio Homes in an R-1 (One-Family Residential) District.
C. Zone Change approval under Ordinance No. 2280, Section 12, from a C-2 (General Commercial) District to an R-1 (One-Family Residential) District.

Background:

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Commercial) District
- January 10, 1995 - Variance to provide 40 parking spaces in lieu of the 405 required for a golf driving range and a baseball/softball batting cage

Adjacent Zoning:

R-1 (One-Family Residential) District
M-1 (Light Manufacturing) District
R-2 (Multi-Family Residential) District
C-2 (General Commercial) District

Origination:

Lloyd Plyler Construction LLP (Owner)
Terrin Bertholf, B & H Development, LLC (Prospective Buyer/Representative)
Manhard Engineering (Surveyor/Engineer)

Master Plan Designation:

Agricultural and Rural – Typically are large parcels that are primarily used for crops or pasture land. These low density regions surrounding the City do not have significant demands on the transportation or utilities network.

and

Suburban Residential – Increased density and closer building setbacks separate Suburban Residential from Countryside and Estate, but more landscaping and open space distinguish Suburban Residential from Urban and Auto-Urban categories. New suburban subdivisions typically have curvilinear streets and sidewalks, as well as curb and gutter.

Number of notices mailed:

16

Objections Received:

2

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Zoning Sign Photo
Survey
Preliminary Plat
Site Plan
Narrative
Traffice Impact Analysis

Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 12.**

Meeting Date: 08/15/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6518

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District located at 1016 East Cherry Street, being a portion of Lot 3, Block 2 of Hazelwood and Vaden Addition (Axalt Denison TX Holdings, LLC, Owner; Christopher Wyatt, Representative and CBG Surveying Texas LLC, Surveyor); Providing a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

To consider the request of Axalt Denison TX Holdings, LLC (Owner), Christopher Wyatt (Representative) and CBG Surveying Texas LLC (Surveyor) concerning the property located at 1016 East Cherry Street, being a portion of Lot 3, Block 2 of Hazelwood and Vaden Addition for Zone Change approval under Ordinance No. 2280, Section 12, from a C-1 (Retail Business) District to an R-1 (One-Family Residential) District

Background:

The property is located at 1016 East Cherry Street between South Hazelwood and South Vaden Streets. The owner is requesting a Zone Change from a C-1 (Retail Business) District to an R-1 (One-Family Residential) District.

Origination:

Axalt Denison TX Holdings, LLC (Owner)
Christopher Wyatt (Representative)
CBG Surveying Texas LLC (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the July 19, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Zone Change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 618
Exhibit A - Survey
Location Map
Zoning Map
Zoning Sign Photo
Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6518

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT, LOCATED AT 1016 EAST CHERRY STREET, BEING A PORTION OF LOT 3, BLOCK 2 OF HAZELWOOD AND VADEN ADDITION (AXALT DENISON TX HOLDINGS, LLC, OWNER; CHRISTOPHER WYATT, REPRESENTATIVE AND CBG SURVEYING TEXAS LLC, SURVEYOR); 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 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**, attached hereto, located at 1016 East Cherry Street, shall be rezoned and placed in the R-1 (One-Family Residential) District, and that Section 12, Ordinance No. 2280 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 Section 2, Ordinance No. 2280.

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

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

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

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

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

INTRODUCED on this the 15th day of August, 2022.

ADOPTED on this the 15th day of August, 2022.

EFFECTIVE DATE on this the 15th day of August, 2022.

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

CBG SURVEYING TEXAS LLC
PROFESSIONAL LAND SURVEYORS
DFW - Houston - East Texas - Austin - San Antonio

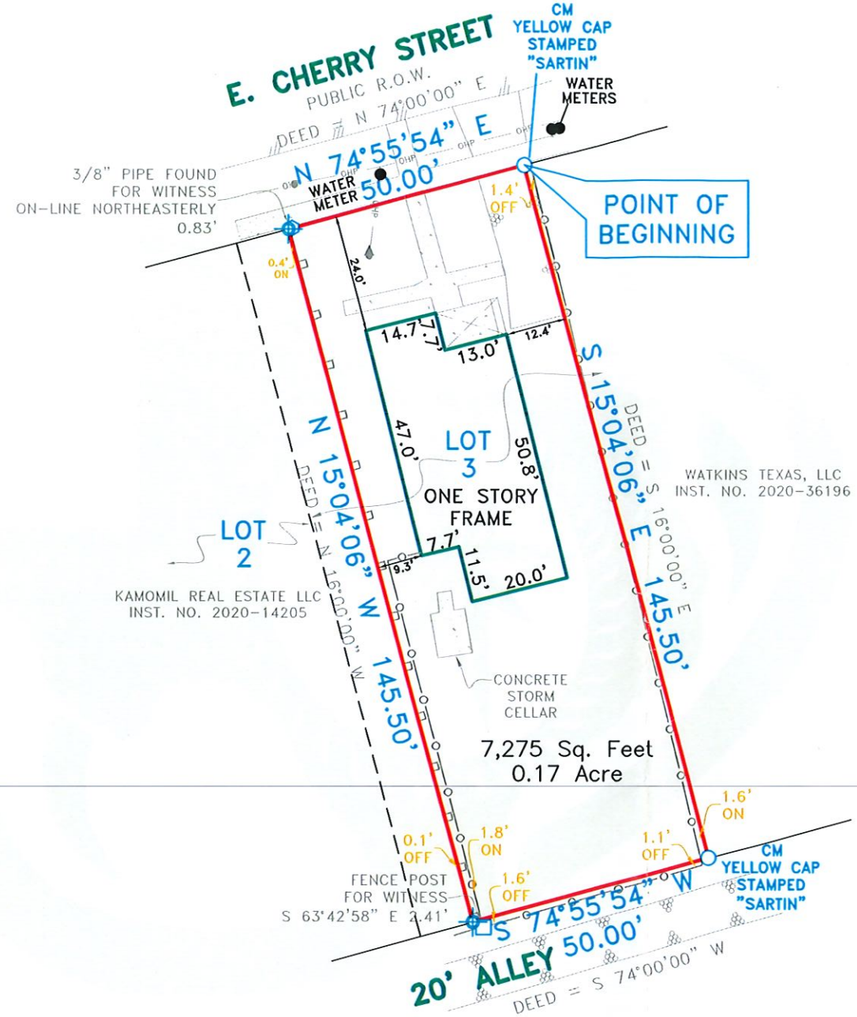
TIAGO TITLE

LEGEND

- ○ 1/2" ROD FOUND
- ⊗ 1/2" ROD SET
- ⬡ 3/8" PIPE FOUND
- ⊠ "X" FOUND/SET
- POINT FOR CORNER
- ⊛ 5/8" ROD FOUND
- T TRANSFORMER PAD
- ■ COLUMN
- ▲ UNDERGROUND ELECTRIC
- —OHP— OVERHEAD ELECTRIC POWER
- —OES— OVERHEAD ELECTRIC SERVICE
- CHAIN LINK
- WOOD FENCE 0.5' WIDE TYPICAL
- DOUBLE SIDED WOOD FENCE
- □ FENCE POST FOR CORNER
- CM CONTROLLING MONUMENT
- AC AIR CONDITIONER
- PE POOL EQUIPMENT
- ● POWER POLE
- △ OVERHEAD ELECTRIC
- IRON FENCE
- BARBED WIRE
- EDGE OF ASPHALT
- EDGE OF GRAVEL
- STONE
- CONCRETE
- COVERED AREA
- BRICK

EXCEPTIONS:

NOTE: PROPERTY SUBJECT TO TERMS, CONDITIONS, AND EASEMENTS CONTAINED IN INSTRUMENTS RECORDED IN VOL. 103, PG. 74



1016 E. Cherry Street

Being a portion of Lot 3, Block 2, of HAZELWOOD AND VADEN ADDITION, an Addition to Grayson County, Texas, according to the Plat thereof recorded in Volume 103, Page 74, Plat Records, Grayson County, Texas, same being that tract of land conveyed to Haley McGuire, by deed recorded in Volume 5584, Page 811, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

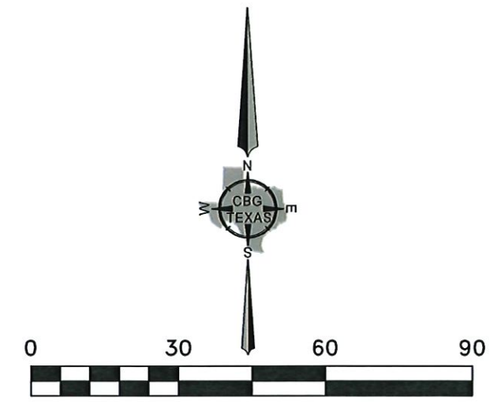
BEGINNING at a 1/2 inch iron rod found for corner, said corner being the Northwest corner of that tract of land conveyed to Watkins Texas, LLC, by deed recorded in Instrument No. 2020-36196, Official Public Records, Grayson County, Texas, same being along the South line of E. Cherry Street (public right-of-way);

THENCE South 15 degrees 04 minutes 06 seconds East, along the West line of aforementioned Watkins Texas tract, a distance of 145.50 feet to a 1/2 inch iron rod found for corner, said corner being the Southwest corner of aforementioned Watkins Texas tract, same being along the North line of a 20 foot alley;

THENCE South 74 degrees 55 minutes 54 seconds West, along the Northwest line of aforementioned 20 foot alley, a distance of 50.00 feet to a point for corner, said corner being the Southeast corner of that tract of land conveyed to Kamomil Real Estate, LLC, by deed recorded in Instrument No. 2020-14205, Official Public Records, Grayson County, Texas, from which a fence post found for witness bears South 63 degrees 42 minutes 58 seconds East, a distance of 2.41 feet;

THENCE North 15 degrees 04 minutes 06 seconds West, along the East line of aforementioned Kamomil Real Estate tract, a distance of 145.50 feet to a point for corner, said corner being the Northeast corner of aforementioned Kamomil Real Estate tract, same being along said South line of aforementioned E. Cherry Street, from which a 3/8 inch iron pipe found on-line for witness bears Northeasterly, a distance of 0.83 feet;

THENCE North 74 degrees 55 minutes 54 seconds East, along said South line of aforementioned E. Cherry Street, a distance of 50.00 feet to the POINT OF BEGINNING and containing 7,275 square feet or 0.17 acre of land.



NOTES:
EASEMENTS AND BUILDING LINES ARE BY RECORDED PLAT UNLESS OTHERWISE NOTED.

FLOOD NOTE: According to the F.I.R.M. No. 48181C0290F, this property does lie in Zone X and DOES NOT lie within the 100 year flood zone.

NOTE: BEARINGS SHOWN ARE BASED ON NAD 83 TEXAS NORTH CENTRAL ZONE

This survey is made in conjunction with the information provided by Tiago Title Company. Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. This is to certify that I have on this date made a careful and accurate survey on the ground of the subject property. The plat hereon is a correct and accurate representation of the property lines and dimensions are as indicated; location and type of buildings are as shown; and EXCEPT AS SHOWN, there are no visible and apparent encroachments or protrusions on the ground.

Date: _____

Accepted by: _____
Purchaser

_____
Purchaser

Drawn By: JA

Scale: 1" = 30'

Date: 03/01/2021

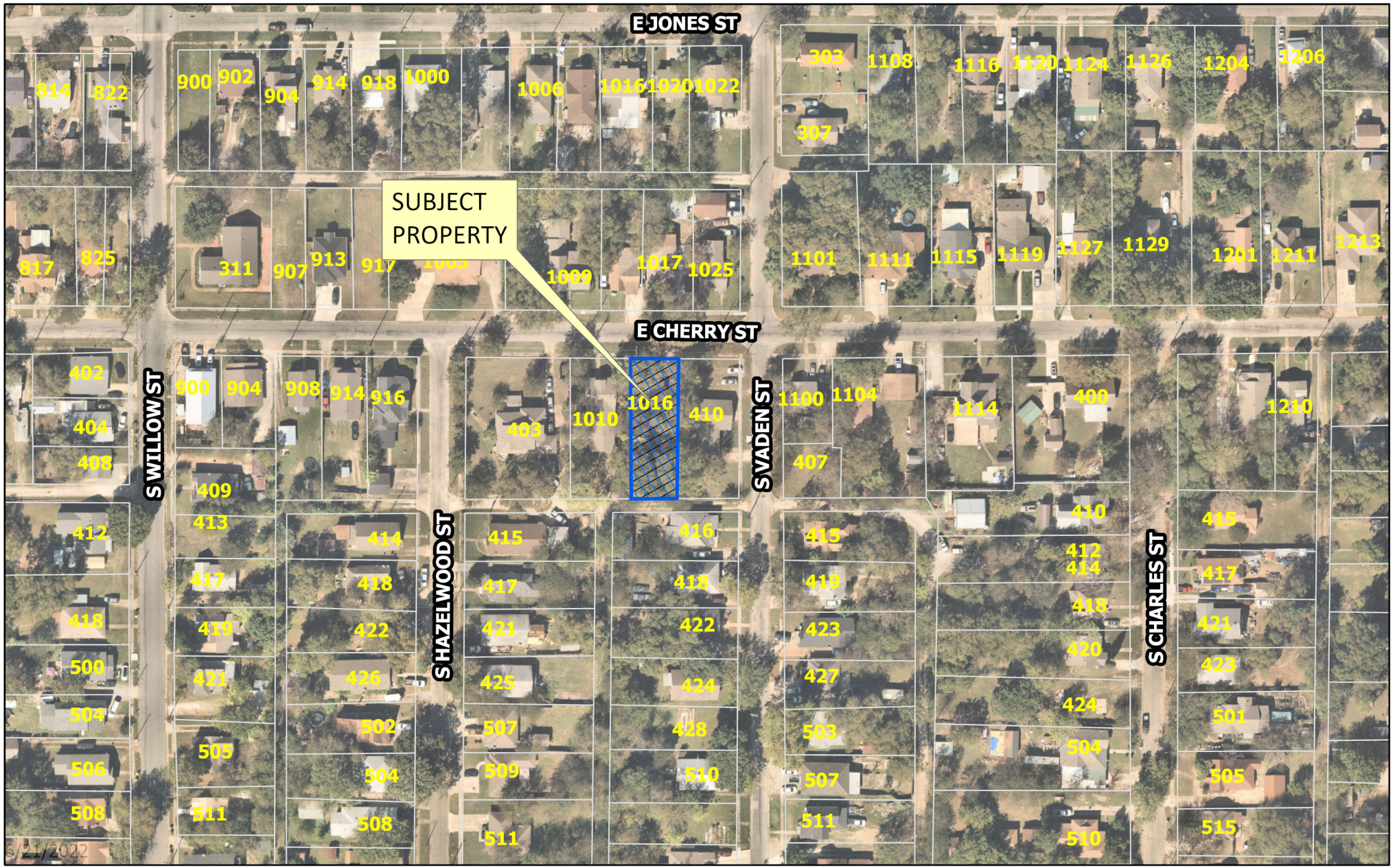
GF NO.: TX21-00129PT

Job No. 2103442

CBG SURVEYING TEXAS LLC
PROFESSIONAL LAND SURVEYORS
DFW - Houston - East Texas - Austin - San Antonio
419 Century Plaza Dr., Ste. 210
Houston, TX 77073
P 281.443.9288
F 281.443.9224
Firm No. 10194280
www.cbgtxllc.com

STATE OF TEXAS
REGISTERED
TODD FINCHER
5633
PROFESSIONAL
LAND SURVEYOR

TODD FINCHER
R.P.L.S. NO. 5633



dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

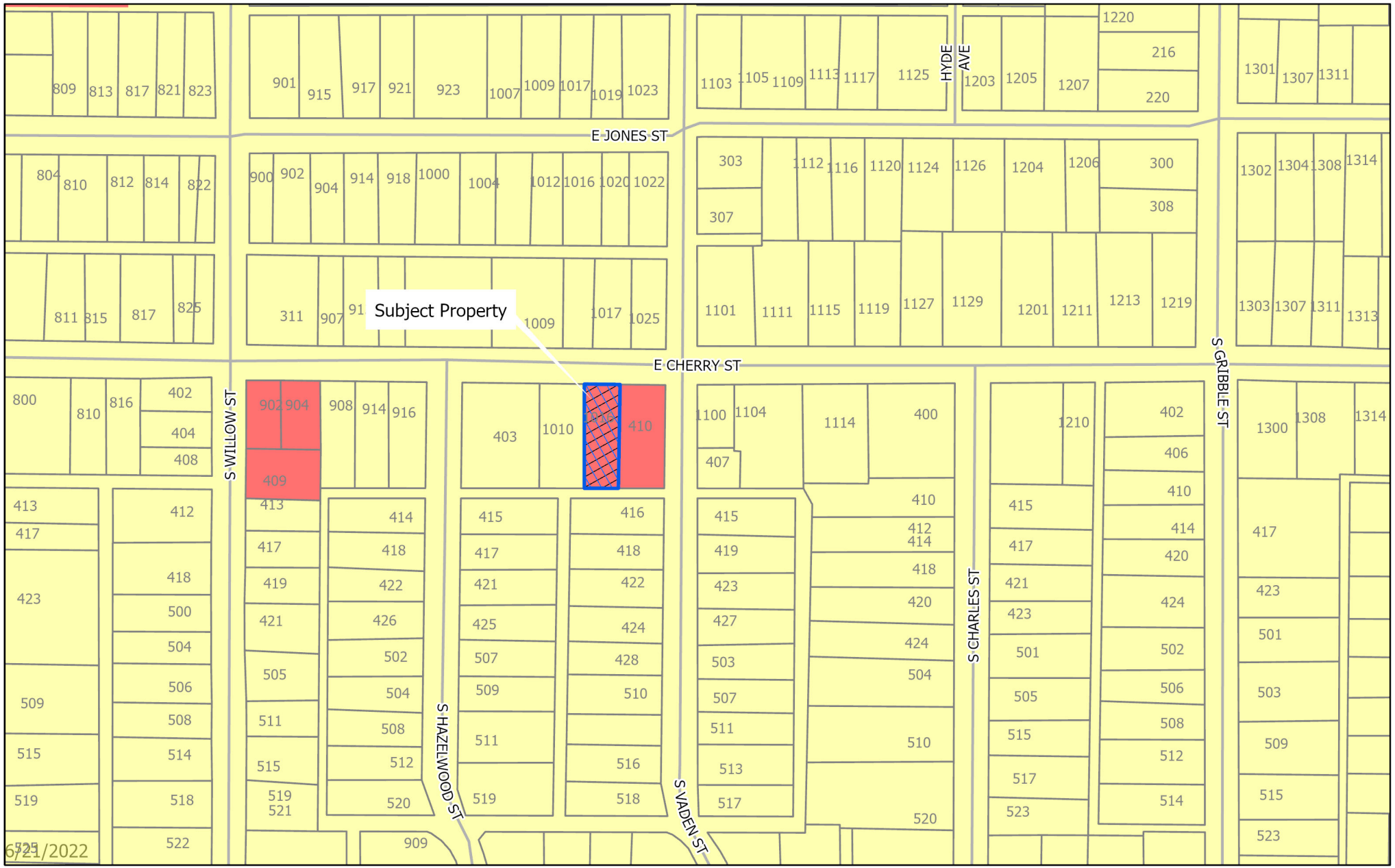
CITY OF SHERMAN

(1016 E Cherry)

N
W
E
S

Date: 6/20/2022 5:01 PM

Scale: 1:1,664



6/21/2022

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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Subject Locations
- Parcels

CITY OF SHERMAN
Zoning Location Map
(1016 E Cherry)

N W E S

Scale: 1:2,237

Date: 6/20/2022 5:01 PM

1016 E CHERRY

1016

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

July 12, 2022

Axalt Denison TX Holdings, LLC
Christopher Wyatt
4308 Ridgewood Rd.
Melissa, TX 75454

CBG Surveying Texas LLC
419 Century Plaza Dr., STE. 210
Houston, TX 77073

Dear Applicants,

The request for a Zone Change approval under Ordinance No. 2280, Section 12, from a C-1 (Retail Business) District to an R-1 (One-Family Residential) District and a Variance under Ordinance No. Ordinance No. 2280, Section 6.3, Subsection (1) to allow 24' from the front property line in lieu of the required 25' in an R-1 (One-Family Residential) District located at 1016 East Cherry Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, July 19, 2022, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (One-Family Residential) District, the Fence Ordinance, and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.3; Sec. 7(1) & (13) and Sec. 17)*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'. *(Chapter 14, Exhibit A, Section 6.3 & Section 7, Subsection 10(b))*
4. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
5. 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.
6. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

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

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

Respectfully,

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

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

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 9.

Meeting Date: 07/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman	
David Downtain, Vice Chairman	Paul Manley, Commissioner
Shawn Davis, Commissioner	Glenn Whitaker, Commissioner
Leigh Ann Sims, Commissioner	Bryan Blagg, Commissioner

Requested Action/Proposed Use:

1016 EAST CHERRY STREET

The request of Axalt Denison TX Holdings, LLC (Owner), Christopher Wyatt (Representative) and CBG Surveying Texas LLC (Surveyor) concerning the property located at 1016 East Cherry Street, being a portion of Lot 3, Block 2 of Hazelwood and Vaden Addition, as follows:

Planning and Zoning Commission

A. Zone Change approval under Ordinance No. 2280, Section 12, from a C-1 (Retail Business) District to an R-1 (One-Family Residential) District.

Board of Adjustments

B. Variance under Ordinance No. Ordinance No. 2280, Section 6.3, Subsection (1) to allow 24’ from the front property line in lieu of the required 25’ in an R-1 (One-Family Residential) District.

Background:

The property is located at 1016 East Cherry Street between South Hazelwood and South Vaden Streets. The owner is requesting a Zone Change from a C-1 (Retail Business) District to an R-1 (One-Family Residential) District and a Variance to allow 24’ from the front property line in lieu of the required 25’.

Adjacent Zoning:

C-1 (Retail Business) District
R-1 (One-Family Residential) District

Origination:

Axalt Denison TX Holdings, LLC (Owner)
Christopher Wyatt (Representative)
CBG Surveying Texas LLC (Surveyor)

Master Plan Designation:

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

31

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Survey/Site Plan
Elevations
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 1.**

Meeting Date: 08/15/2022

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Providing for the Ratification of the Property Tax Increase

Issue:

To ratify the property tax increase in the 2022-2023 Operating Budget

Background:

Texas Local Government Code Section 102.007 requires the City Council to ratify the property tax revenue increase separate from the adoption of the budget and the adoption of the tax rate if the adoption of the budget will require raising more revenue from property taxes than in the previous year. This budget will raise more revenue from property taxes than last year's budget by an amount of $2,760,000 which is a 14% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $476,000.

Origination:

Director of Finance

Financial Consideration:

There is no cost associated with this item.

Staff Recommendation:

The staff recommends the Council, **by motion and order**, ratify the property tax increase. The vote must be a record vote.

Alternatives:

This action is required by State law; therefore, no alternatives are recommended by the staff.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 1.**

Meeting Date: 08/15/2022

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCE NO. 6508

Adopting a Budget Providing for the Appropriation of Funds for Operating and Capital Expenditures for the Fiscal Year Beginning October 1, 2022 and ending September 30, 2023; Declaring that this Budget Will Raise More Total Property Taxes than Last Year's Budget by $2,760,000 and 14%, and of that Amount $476,000 is Tax Revenue to be Raised from New Property Added to the Tax Roll this Year; Providing a Savings/Repealing Clause, Severability Clause and Effective Date; Providing for the Publication of the Caption Hereof

Issue:

To hold the public hearing on the proposed budget for the 2022-2023 fiscal year as required by Local Government Code Chapter 102

Background:

The proposed budget is based on the direction given by the Council at the Budget Workshop held on June 7, 2022. The draft budget contains about $160.4 million in appropriations, which is about $35.3 million more than the prior year's original budget of $125.1 million, due to an increase in personnel and capital expenses. The draft budget contains a 5% across-the-board for personnel, and an increase in full-time positions from 481 to 520, consisting of twenty-seven in the General Fund, nine in the Utility Fund, one in the Information Technology Fund, and two in the Solid Waste Fund. Fund balances for the General, Utility and Solid Waste Funds are within the targeted range of 60 to 90 days. The capital program will largely be funded by the expected issuance of $39.0 million in Certificates of Obligation. Projects include Lamberth Road extension, continuation of the construction of Moore Street, Flanary/Progress Road in the industrial park, rebuild and expansion of Shepherd Road, future city facilities planning and acquisition, and lighting at Pecan Grove Park. An expected distribution from the Texoma Area Solid Waste Authority (TASWA) in FY 2023 is critical for the support of the Solid Waste Fund. The property tax rate decreased from $.489/$100 to $.469932/$100 of valuation. As recommended by a rate study, Utility rates will increase about 4.6%. Tax Notes will be used to finance about $4.6 million in fleet and equipment with repayment made from property tax revenues. More detailed information is available on the attachments.

Origination:

Director of Finance

Financial Consideration:

The proposed budget contains appropriations of $160.4 million for the 2022-2023 fiscal year.

Staff Recommendation:

Staff recommends that the Council approve the budget ordinance.

Alternatives:

Any changes to the proposed budget would have to come through a budget amendment after final adoption of the budget and related tax rate.

Attachments

Ordinance No. 6508

Draft Budget 2023

ORDINANCE NO. 6508

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING A BUDGET AND PROVIDING FOR THE APPROPRIATION OF FUNDS FOR OPERATING AND CAPITAL EXPENDITURES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; DECLARING THAT THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY $2,760,000 AND 14%, AND OF THAT AMOUNT $476,000 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, pursuant to the laws of the State of Texas and Sherman's Home Rule Charter, the City Manager has submitted to the City Council the proposed budget of the revenues and expenditures for conducting the affairs of Sherman and providing a complete financial plan for the fiscal year beginning October 1, 2022, and ending September 30, 2023, and has filed the same with the City Secretary (the "budget"). A copy of the budget is attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, public hearings were held by the City Council on said budget on August 1, 2022, and August 15, 2022, at which time said budget was fully considered, and interested taxpayers were given the opportunity to be heard by the City Council; and

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

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

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

SECTION 1. That, pursuant to Article V of the City Charter, there is hereby appropriated for Operating Expenditures the sums of money as established in the approved Operating Budget Document, attached as Exhibit A hereto, for fiscal year beginning October 1, 2022, and ending September 30, 2023.

SECTION 2. That, pursuant to Article V of the City Charter, there is hereby appropriated for Capital Expenditures the sums of money as established in the approved Capital Budget Document, attached as Exhibit A hereto, for fiscal year beginning October 1, 2022, and ending September 30, 2023.

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

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

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

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

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

INTRODUCED on this the 15th day of August, 2022.

ADOPTED on this the 15th day of August, 2022.

EFFECTIVE DATE on this the 15th day of August, 2022.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Dates of Publication: *July 30, 2022*, *Sherman Herald Democrat*

Exhibit A

[*50 pages attached hereto*]

City of Sherman

ANNUAL OPERATING BUDGET
YEAR ENDING SEPTEMBER 30, 2023

This budget will raise more revenue from property taxes than last year's budget by an amount of $2,760,000 which is an 14% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $476,000.

City Council Record Vote

Mayor, David Plyler	_____
Deput Mayor Pamela Howeth	_____
Council Members:	
Daron Holland	_____
Juston Dobbs	_____
Josh Stevenson	_____
Henry Marroquin	_____
Shawn Teamann	_____

	FY2022	FY2023
Property tax rate	0.489000	0.469932
No-new-revenue tax rate	0.460628	0.416353
No-new-revenue maintenance and operations tax rate	0.312520	0.254785
Voter-approval tax rate	0.522884	0.503816
Debt rate	0.183423	0.204576

Outstanding Debt

The total amount of outstanding municipal debt obligations secured by property taxes is $97,280,000.

PROPOSED BUDGET FOR THE CITY OF SHERMAN
FOR FISCAL YEAR 2023
August 1, 2022

SUMMARY

The attached proposed budget for Fiscal Year (FY) 2023 is based on the direction provided by the City Council at the June 7th, 2022, budget workshop.

The proposed budget is based on the direction given by the Council at the Budget Workshop held on June 7, 2022. The draft budget contains about $160.4 million in appropriations, which is about $35.3 million more than the prior year's original budget of $125.1 million, due to an increase in personnel and capital expenses. The draft budget contains a 5% across-the-board for personnel, and an increase in full-time positions from 481 to 520, consisting of twenty-seven in the General Fund, nine in the Utility Fund, one in the Information Technology Fund, and two in the Solid Waste Fund. Fund balances for the General, Utility and Solid Waste Funds are within the targeted range of 60 to 90 days. The capital program will largely be funded by the expected issuance of $39.0 million in Certificates of Obligation. Projects include Lamberth Road extension, continuation of the construction of Moore Street, Flanary/Progress Road in the industrial park, rebuild and expansion of Shepherd Road, future city facilities planning and acquisition, and lighting at Pecan Grove Park. An expected distribution from the Texoma Area Solid Waste Authority (TASWA) in FY 2023 is critical for the support of the Solid Waste Fund. The property tax rate decreased from $.489/$100 to $.469932/$100 of valuation. As recommended by a rate study, Utility rates will increase about 4.6%. Tax Notes will be used to finance about $4.6 million in fleet and equipment with repayment made from property tax revenues. More detailed information is available on the attachments.

GENERAL FUND

The **General Fund** is balanced ongoing. Property values increased about 19%. The property tax rate decreased from .489/$100 to $.469932/$100. Sales tax revenue is budgeted to increase about 20% after considering one-time revenues from large construction projects, inflation, and trend since August of 2020. Fleet purchases include a fire engine, an ambulance, street sweeper, six police Tahoes, three dump trucks, an excavator and various other trucks and equipment. Tax notes will be used to finance about $4.6 million of the fleet and equipment. Fund balance is projected to be $13.1 million or 90 days of operating expenses at the end of FY2023. New positions consist of eight firefighters, a street superintendent, development planner, three parks maintenance workers (half year), two patrol officers, a building inspector, four-person street construction crew, traffic operations technician, custodian for the new police headquarters, three-person street "pot-hole" crew, and a part-time library assistant.

UTILITY FUND

The **Utility Fund** is balanced ongoing. A 4.6% utility rate increase as a result of the recommendation from a utility rate study is proposed. Three new positions are planned for the wastewater industrial monitoring program, a three-person maintenance crew for distribution and collection, two personnel to address water quality in the distribution system, and a customer service clerk are budgeted. A vacuum truck for choked sewer lines, dump truck and various fleet and equipment are budgeted. Fund balance at the end of FY2023 is projected to be about $4.7 million, or about 62 days of operating expenses.

SOLID WASTE FUND

The **Solid Waste Fund** is unbalanced on an on-going basis. A distribution of $700,000 in FY2023 is expected from the City's joint venture in the landfill. The tipping fee at the landfill will increase about 14% beginning January 1, 2023. Fund balance is projected to be $1.4 million, or 60 days of operating expenditures.

CAPITAL IMPROVEMENT FUNDS

The proposed budget of about $54.2 million in the **General Improvement Fund** primarily consists of funding for Shepherd Drive, the completion of the new police headquarters, Lamberth Road, Flanary Road, City match for FM 1417 improvements between Hwy 56 and West Travis Street, Moore Street, Beach Club Boulevard, Progress Drive, land acquisition for future City facilities, fire station relocation, Friendship Road, Bel Air Boulevard, Pecan Grove Park trail and athletic field lights and others. Reserves of about $3.0 million are expected at the end of FY 2023 primarily consisting of unspent debt proceeds.

The **Utility Improvement Fund** proposed budget includes projects that will be funded by debt issued by the Greater Texoma Utility Authority on behalf of the City, existing reserves, a grant under the American Rescue Plan Act, and impact fees. Projects totaling $117.6 million include the construction of 36-inch water lines from the water treatment plant to the south side of the city, improvements to add five million gallons per day capacity to the UF/RO system at the water treatment plan, electrical work including a generator at the wastewater treatment plant, upsizing the raw water pumps at the Lake Texoma pump station, expansion of the laboratory, construction of the brine disposal line from the water treatment plan, downtown sewer improvements, backup generators at the pump station and water treatment plant, water line to service Shepherd Place, the industrial park and Marilee Utility District, sewer lines for the potential hospital at Sherman Crossroads, and various other water and wastewater projects. Utility Improvement Fund reserves are expected be about $1.0 million at the end of FY 2023.

MAJOR IMPACTS

Tax Revenues

Property tax revenue is expected to increase about $2.3 million over last year due to growth in the value of existing property and new property added to the tax roll. Sales tax is expected to be about the 20% above what is projected in FY2022 due to construction impacts, inflation and the rate of growth experienced since August of 2020.

Wage Increase

The proposed budget contains a 5% across-the-board increase for employees. The cost is projected to be about $2 million across all funds.

Fleet, Equipment and Buildings

Major fleet expenditures for this year include a fire engine ($1,475,000), an ambulance ($342,500), a street sweeper ($293,340), six patrol Tahoes ($225,000), a sewer vacuum truck ($450,000), four dump trucks ($687,000), two residential solid waste collection truck ($757,000), and a truck for roll-off trash containers ($260,000).

SUMMARY SCHEDULES, DETAILED FUND STATEMENTS, AND OTHER INFORMATION

The following pages include a schedule that summarizes the draft FY2023 budget, eliminating double counting for internal service funds and inter-fund transfers. Also included are statements of revenues and expenditures/expenses for each fund and a schedule of transfers, a property tax historical summary, and a debt schedule.

City of Sherman
GENERAL FUND
2022-2023 Annual Budget

	Actual 2020-2021	Adjusted Budget 2021-2022	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 9,373,123	$ 10,892,343	$ 13,004,657	$ 12,393,649
Revenues				
Property Tax	12,445,528	11,697,400	11,848,400	12,038,400
Sales Tax	21,037,726	21,495,000	23,559,000	28,047,000
Franchise Tax	2,876,388	2,798,000	3,021,000	3,021,000
Other Taxes	161,158	165,125	165,025	164,300
Fines & Penalties	348,776	448,600	371,000	366,800
Recreation	284,540	285,600	335,000	384,500
Licenses & Permits	810,669	811,500	1,136,200	2,341,200
Rentals	35,146	29,550	10,700	10,450
Cemetery	225,088	221,100	219,600	221,600
Sales & Service	1,187,361	1,872,491	1,239,812	1,492,000
Ambulance Service	1,428,252	1,252,200	1,402,400	1,402,400
Interest Income	35,502	80,000	60,000	75,000
Grant Revenue	1,429,225	36,800	991,921	9,000
Intergovernmental	334,704	231,407	232,949	169,482
Miscellaneous Revenue	302,986	201,700	1,080,525	206,200
Total Revenues	42,943,051	41,626,473	45,673,532	49,949,332
Transfers In	3,927,975	3,358,139	3,358,139	4,249,742
Total Revenues and Transfers In	46,871,026	44,984,612	49,031,671	54,199,074
Total Funds Available	56,244,149	55,876,955	62,036,328	66,592,723
Expenditures				
Personnel	29,382,367	31,338,960	33,081,880	36,724,590
Supplies	2,145,160	1,950,891	2,067,560	2,019,765
Repair & Maintenance	1,665,299	2,122,516	2,214,828	2,409,918
Utilities	1,210,085	1,098,070	1,082,370	1,217,250
Information Technology	715,897	1,041,100	1,180,775	1,259,265
Services & Charges	3,941,453	3,514,678	4,458,493	5,229,283
Vehicle Usage	1,946,799	1,966,490	2,165,007	2,239,270
Capital Expenses	346,466	639,862	808,291	658,692
Fleet Services & Charges	1,025,966	783,698	1,173,475	1,335,781
Transfers Out	860,000	1,410,000	1,410,000	375,000
Total Expenditures	43,239,492	45,866,266	49,642,679	53,468,814
Excess Revenues over Expenditures	3,631,534	(881,654)	(611,008)	730,260
Ending Fund Balance	$ 13,004,657	$ 10,010,689	$ 12,393,649	$ 13,123,909

City of Sherman
ENTERPRISE FUNDS
2022-2023 Annual Budget

	Actual 2020-2021	Adjusted Budget 2021-2022	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 4,841,848	$ 6,592,762	$5,117,874	$6,292,081
Revenues:				
Water Sales	14,039,787	15,694,000	15,503,000	16,411,000
Sewer Sales	7,857,841	8,614,000	8,290,000	8,835,000
Solid Waste Service	7,306,302	7,464,000	7,373,000	7,556,000
Service Charges & Penalties	753,182	750,000	780,000	780,000
Laboratory	123,444	140,000	123,270	260,430
Charges for Services	193,382	201,000	168,200	168,200
Intergovernmental	401,349	1,608,488	1,608,488	817,146
Interest Income	9,398	26,800	26,950	26,200
Miscellaneous Revenue	855,050	809,000	1,040,187	836,500
Transfers In	558,000	183,000	183,000	406,000
Total Revenues	32,097,735	35,490,288	35,096,095	36,096,476
Total Funds Available	36,939,583	42,083,050	40,213,969	42,388,557
Expenditures:				
Personnel	8,263,241	8,948,860	8,823,350	10,214,400
Supplies	1,296,393	1,960,107	2,146,775	2,200,355
Repair & Maintenance	2,379,127	2,684,449	2,852,306	2,627,967
Utilities	2,517,764	1,695,920	1,675,720	1,905,220
Information Technology	260,616	380,050	431,060	433,100
Services & Charges	3,890,222	4,437,851	4,199,833	4,269,486
Vehicle Usage	1,619,078	1,643,540	1,875,081	2,124,850
Debt Service	6,541,664	7,117,205	6,982,496	6,937,482
Fleet Services & Charges	-	-	-	-
Capital Expenses	969,883	1,455,773	1,394,129	1,468,201
Transfers Out	4,083,719	3,541,139	3,541,139	4,230,828
Total Expenditures	31,821,709	33,864,894	33,921,888	36,411,890
Excess Revenues over Expenditures	276,026	1,625,394	1,174,207	(315,414)
Ending Fund Balance	$ 5,117,874	$ 8,218,156	$ 6,292,081	$ 5,976,667

City of Sherman
CAPITAL IMPROVEMENT FUNDS
2021-2022 Annual Budget

	222 General CIP	224 Street Revolving	235 Regional Detention	250 Roadway Impact Fee #1	251 Roadway Impact Fee #2	252 Roadway Impact Fee #2	253 Roadway Impact Fee #4	330 TIRZ #2 Construction
Beginning Fund Balance	$ 17,668,704	$ 413,070	$ 265,040	$ -	$ -	$ -	$ -	$ 679,377
Revenues:								
Interest Income	50,000	2,000	1,200	-	-	-	-	1,500
Taxes	-	-	-	-	-	-	-	273,488
Intergovernmental	-	-	-	-	-	-	-	-
Sales & Service	-	-	20,000	10,000	200,000	100,000	60,000	-
Miscellaneous Revenue	-	-	-	-	-	-	-	-
Debt Proceeds	39,045,000	-	-	-	-	-	-	-
Transfers In	375,000	-	-	-	-	-	-	-
Total Revenues	39,470,000	2,000	21,200	10,000	200,000	100,000	60,000	274,988
Total Funds Available	57,138,704	415,070	286,240	10,000	200,000	100,000	60,000	954,365
Expenditures								
Capital Expenses	53,996,598	100,000	200,000	-	-	-	-	600,000
Transfers Out	224,914	-	-	-	-	-	-	200,000
Total Expenditures	54,221,512	100,000	200,000	-	-	-	-	800,000
Excess Revenues over Expenditures	(14,751,512)	(98,000)	(178,800)	10,000	200,000	100,000	60,000	(525,012)
Ending Fund Balance	$ 2,917,192	$ 315,070	$ 86,240	$ 10,000	$ 200,000	$ 100,000	$ 60,000	$ 154,365

City of Sherman
CAPITAL IMPROVEMENT FUNDS
2021-2022 Annual Budget

230 TIRZ #3 Construction	241 TIRZ #5 Construction	242 TIRZ #6 Construction	243 TIRZ #7 Construction	770 Utility CIP	750 Water Impact Fee	751 Sewer Impact Fee	Total
$ 1,290	$ 59,511	$ 866,381	$ (200,270)	$ 141,416	$ -	$ -	$ 19,753,103
50	2,000	4,000	100	10,000	-	-	70,850
226,721	76,460	27,995	45,625	-	-	-	650,289
-	90,138	27,943	42,716	1,843,000	-	-	2,003,797
-	-	-	-	-	1,250,000	625,000	2,265,000
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	39,045,000
-	-	-	-	1,600,000	-	-	1,975,000
226,771	168,598	59,938	88,441	3,453,000	1,250,000	625,000	46,009,936
228,061	228,109	926,319	(111,829)	3,594,416	1,250,000	625,000	65,763,039
185,000	-	700,000	-	2,578,000	-	-	58,359,598
-	289,200	225,400	177,400	-	1,000,000	600,000	2,716,914
185,000	289,200	925,400	177,400	2,578,000	1,000,000	600,000	61,076,512
41,771	(120,602)	(865,462)	(88,959)	875,000	250,000	25,000	(15,066,576)
$ 43,061	$ (61,091)	$ 919	$ (289,229)	$ 1,016,416	$ 250,000	$ 25,000	$ 4,686,527

City of Sherman
SPECIAL REVENUE FUNDS
2022-2023 Annual Budget

	420 Stormwater	440 E 911	450 Security & Technology	460 Hotel/ Motel	470 Drug Enforcement	480 Airport	455 Parks Pride	456 Police Pride	457 Donations	Total
Beginning Fund Balance	$ 105,867	$ 290,623	$ 83,864	$ 137,761	$ 115,351	$ 3,397	$ 8,311	$ 22,698	$ 5,022	$ 772,892
Revenues										
Taxes	-	-	-	733,000	-	-	-	-	-	733,000
Sales & Service	457,000	300,000	30,250	94,000	100,000	559,000	-	-	-	1,540,250
Interest Income	1,000	1,000	100	-	400	250	25	50	25	2,850
Miscellaneous Revenue	-	-	-	-	-	50,000	21,500	10,500	12,000	94,000
Debt Proceeds	-	-	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	-	-	-
Total Revenues	458,000	301,000	30,350	827,000	100,400	609,250	21,525	10,550	12,025	2,370,100
Total Funds Available	563,867	591,623	114,214	964,761	215,751	612,647	29,836	33,248	17,047	3,142,992
Expenditures										
Personnel	123,340	108,310	-	232,800	-	-	-	-	-	464,450
Supplies	4,109	-	5,000	17,600	80,700	396,250	-	-	15,000	518,659
Repair & Maintenance	62,750	-	372	34,000	27,000	8,995	-	-	-	133,117
Utilities	-	-	-	30,720	-	11,490	-	-	-	42,210
Information Technology	1,740	-	-	15,590	-	-	-	-	-	17,330
Services & Charges	3,540	180,673	3,700	443,600	5,000	86,105	20,000	5,000	-	747,618
Capital Expenses	-	-	-	-	-	100,000	-	18,000	-	118,000
Vehicle Usage	8,300	-	-	13,510	-	-	-	-	-	21,810
Fleet Services & Charges	-	-	-	-	-	-	-	-	-	-
Transfers Out	273,000	-	-	109,000	-	-	-	-	-	382,000
Total Expenditures	476,779	288,983	9,072	896,820	112,700	602,840	20,000	23,000	15,000	2,445,194
Excess Revenues over Expenditures	(18,779)	12,017	21,278	(69,820)	(12,300)	6,410	1,525	(12,450)	(2,975)	(75,094)
Ending Fund Balance	$ 87,088	$ 302,640	$ 105,142	$ 67,941	$ 103,051	$ 9,807	$ 9,836	$ 10,248	$ 2,047	$ 697,798

City of Sherman
INTERNAL SERVICE FUNDS
2022-2023 Annual Budget

	600 Insurance	630 IT	650 Equipment	660 Fleet Replacement	Total
Beginning Fund Balance	$ 310,306	$ 141,128	$ 67,065	$ 86,427	$ 604,926
Revenue					
Sales & Service	6,024,750	1,770,325	4,374,490	2,213,380	14,382,945
Taxes	-	-	-	1,472,000	1,472,000
Interest Income	2,500	-	-	-	2,500
Debt Proceeds	-	-	-	4,873,103	4,873,103
Miscellaneous Revenue	-	-	-	-	-
Total Revenue	6,027,250	1,770,325	4,374,490	8,558,483	20,730,548
Total Funds Available	6,337,556	1,911,453	4,441,555	8,644,910	21,335,474
Expenditures					
Personnel	-	1,003,640	1,209,950	-	2,213,590
Supplies	-	76,547	1,276,649	-	1,353,196
Repair & Maintenance	-	173,113	1,354,439	-	1,527,552
Utilities	-	54,230	16,000	-	70,230
Information Technology	-	-	60,630	-	60,630
Services & Charges	6,205,000	284,294	357,259	-	6,846,553
Debt Service	-	-	-	2,230,185	2,230,185
Fleet Services & Charges	-	-	75,000	-	75,000
Capital Expenses	-	178,500	11,000	6,327,498	6,516,998
Total Expenditures	6,205,000	1,770,324	4,360,927	8,557,683	20,893,934
Excess Revenues over Expenditures	(177,750)	1	13,563	800	(163,386)
Ending Fund Balance	$ 132,556	$ 141,129	$ 80,628	$ 87,227	$ 441,540

City of Sherman
DEBT SERVICE FUNDS
2022-2023 Annual Budget

	300 Debt Service	320 TIRZ #1 Debt Service	Total
Beginning Fund Balance	$ 61,367	$ 378,507	$ 439,874
Revenues			
Taxes	6,976,388	332,599	7,308,987
Interest Income	-	1,200	1,200
Intergovernmental	-	-	-
Transfers In	1,074,000	-	1,074,000
Total Revenues	8,050,388	333,799	8,384,187
Total Funds Available	8,111,755	712,306	8,824,061
Expenditures:			
Debt Service	8,045,334	323,378	8,368,712
Services & Charges	7,000	200	7,200
Transfers Out	-	-	-
Total Expenditures	8,052,334	323,578	8,375,912
Excess Revenues over Expenditures	(1,946)	10,221	8,275
Ending Fund Balance	$ 59,421	$ 388,728	$ 448,149

City of Sherman
PERPETUAL CARE FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 1,732,833	$ 2,004,329	$ 2,144,339
Revenues			
Sales & Service	13,036	15,000	15,000
Interest Income	258,460	125,010	10
Total Revenues	271,496	140,010	15,010
Total Funds Available	2,004,329	2,144,339	2,159,349
Expenditures			
Miscellaneous	-	-	-
Ending Fund Balance	$ 2,004,329	$ 2,144,339	$ 2,159,349

City of Sherman
UTILITY FUND
2022-2023 Annual Budget

	Actual 2020-2021	Adjusted Budget 2021-2022	Projected 2021-2022	Requested 2022-2023
Beginning Reserve	$ 4,413,073	$ 2,628,975	$ 4,157,410	$ 4,845,697
Revenues				
Water Sales	14,039,787	15,694,000	15,503,000	16,411,000
Sewer Sales	7,857,841	8,614,000	8,290,000	8,835,000
Laboratory	123,444	140,000	123,270	260,430
Service Charges & Penalties	612,830	610,000	655,000	655,000
Charges for Services	193,382	201,000	168,200	168,200
Interest Income	8,597	25,000	25,000	25,000
Intergovernmental	401,349	1,608,488	1,608,488	817,146
Miscellaneous Revenue	89,715	81,000	251,479	76,500
Total Revenues	23,326,945	26,973,488	26,624,437	27,248,276
Transfers In	438,000	183,000	183,000	406,000
Total Revenues and Transfers In	23,764,945	27,156,488	26,807,437	27,654,276
Total Funds Available	28,178,017	29,785,463	30,964,847	32,499,973
Expenditures				
Personnel	6,514,271	6,978,640	6,890,710	7,957,960
Supplies	1,069,007	1,632,456	1,828,759	1,825,385
Repair & Maintenance	2,334,964	2,625,606	2,793,462	2,568,059
Utilities	2,484,357	1,646,370	1,638,500	1,858,230
Information Technology	203,174	293,540	332,940	332,630
Debt Service	6,541,664	7,117,205	6,982,496	6,937,482
Services & Charges	1,658,311	2,048,565	1,987,950	1,661,050
Vehicle Usage	464,349	467,900	579,624	631,190
Fleet Services & Charges	236,070	346,791	370,559	428,072
Capital Expenses	214,441	389,951	288,150	635,602
Total Expenditures	21,720,607	23,547,023	23,693,150	24,835,660
Transfers Out	2,300,000	2,426,000	2,426,000	2,927,112
Total Expenditures and Transfers Out	24,020,607	25,973,023	26,119,150	27,762,772
Excess Revenues over Expenditures	(255,663)	1,183,465	688,287	(108,496)
Ending Reserve	$ 4,157,410	$ 3,812,440	$ 4,845,697	$ 4,737,200

City of Sherman
SOLID WASTE FUND
2022-2023 Annual Budget

	Actual 2020-2021	Adjusted Budget 2021-2022	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 608,661	$ 853,746	$ 1,140,350	$ 1,626,270
Revenues				
Solid Waste Service	7,306,302	7,464,000	7,373,000	7,556,000
Service Charges & Penalties	140,352	140,000	125,000	125,000
Interest Income	801	1,800	1,950	1,200
Miscellaneous Revenue	765,335	728,000	788,708	760,000
Transfers In	120,000	-	-	-
Total Revenues	8,332,790	8,333,800	8,288,658	8,442,200
Total Funds Available	8,941,451	9,187,546	9,429,008	10,068,470
Expenditures				
Personnel	1,748,971	1,970,220	1,932,640	2,256,440
Supplies	227,386	327,651	318,015	374,970
Repair & Maintenance	44,164	58,844	58,844	59,908
Utilities	33,408	49,550	37,220	46,990
Information Technology	57,442	86,510	98,120	100,470
Services & Charges	2,231,911	2,389,286	2,211,883	2,608,436
Vehicle Usage	1,154,729	1,175,640	1,295,457	1,493,660
Capital Expenses	169,372	164,134	146,000	30,000
Fleet Services & Charges	350,000	554,897	589,420	374,527
Transfers Out	1,783,719	1,115,139	1,115,139	1,303,716
Total Expenditures	7,801,101	7,891,871	7,802,738	8,649,117
Excess Revenues over Expenditures	531,689	441,929	485,920	(206,917)
Ending Fund Balance	$ 1,140,350	$ 1,295,675	$ 1,626,270	$ 1,419,353

	Actual 2020-2021	Adjusted Budget 2021-2022	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 9,656,463	$ 31,598,481	$ 36,395,135	$ 17,668,704
Revenues				
Transfers In	250,000	1,569,000	1,269,000	375,000
Land Sale Proceeds	4,777,881	-	-	-
Miscellaneous Revenue	-	-	316,000	-
Intergovernmental	-	-	-	-
Transfer In - Impact Fees	-	-	-	-
Interest Income	7,553	150,000	50,000	50,000
Debt Proceeds	28,869,727	334,000	334,000	39,045,000
Grant Revenue	-	-	65,000	-
Total Revenues	33,905,161	2,053,000	2,034,000	39,470,000
Total Funds Available	43,561,624	33,651,481	38,429,135	57,138,704
Expenditures				
(1) FM 1417 (82 to 56) Eng, ROW & Match	1,999,978	-	18,824	-
(1) Pecan Grove Ball Fields	33,816	9,468	9,468	-
(1) Moore St - Park to W. Travis	189,616	-	-	-
(5) Moore St - W. Travis to FM 1417	-	2,300,000	3,227,356	-
(6) Moore St - Park to power easement	-	2,200,000	-	
(6) Moore St from Park to Center	-	-	-	2,800,000
(1) Steeplechase Dr Extension	3,243	-	-	-
(1) Hilre Drive Extension	153,360	-	219,800	-
(1) Travis St West	883,998	-	-	-
(1) Park Ave Realignment	1,753,397	-	121,135	-
(1) Bridges-Center/McGee	62,390	-	584,921	638,000
(5) Bridge-S. Travis	-	600,000	-	-
(1) TxDOT 1417 & W. Travis Intersection	2,500	-	1,040	-
(1) Lamberth Rd Thoroughfare	375	500,000	474,770	-
(6) Lamberth Rd Thoroughfare	-	-	-	4,600,000
(1) Taylor St Extension Eng & ROW/McGee St Ext	1,405	540,000	1,545,366	-
(1) Ramp Resersal Northbound 75 at FM 1417	33,084	-	-	-
(1) Friendship ROW 56 to Lamberth	105	600,000	579,400	
(6) Friendship ROW 56 to Lamberth	-	-	-	1,750,000
(2) Flanary Rd and Progress Dr Ext/Imp	2,940	-	-	-
(2) Progress Dr - Progress Rail to Flanary	-	-	-	2,100,000
(2) Flanary - FM 1417 to Progress Dr.	-	-	-	3,900,000
(2) Flanary-2,175' S of Progress to Shepherd	-	-	-	600,000
(3) UB Remodel	2,200	-	-	-
(3) Quail Run Park	250,000	-	-	-
(3) Police Firing Range	5,036	-	-	-
(3) Renovate Cemetery & Maint Bldg	27,703	-	-	-
(3) Self check-out stations RFID	39,126	-	-	-
(3) (Necessity) Station No. 1 roof replacement	55,900	-	-	-
(3) New police station - site and design	842,487	-	-	-
(3) Land Sale at W. Travis & FM 1417	6,178	-	1,947	-
(3) Central Fire Brick Repair	3,500	-	-	-
(3) Auditorium Chiller	-	-	188,000	-
(3) Bel Air Blvd Construction Ph I	92,998	-	1,407,002	-
(3) Recreation Center Study	-	40,000	40,000	-
(3) Call Recording Software	-	70,000	70,000	-
(3) FM 1417 signal at Bel Air Blvd Design	-	75,000	75,000	-
(3) MLK Restrooms (partial CDBG funded $240,000)	-	90,000	90,000	-
(3) Comprehensive Master Plan	-	100,000	100,000	-
(3) Watchguard video evidence platform	193,586	100,790	100,790	92,796
(3) Re-construct San Miguel cul-de-sac	-	110,000	110,000	-
(3) Fairview Basketball	-	150,000	150,000	-
(3) Airport Pavement Maintenance-City match	-	182,500	-	182,500
(3) Replace Fiber from Muni to PD	-	235,000	-	-
(3) Expand Fairview tennis courts; pickleball	-	240,000	340,000	-

	Actual 2020-2021	Adjusted Budget 2021-2022	Projected 2021-2022	Requested 2022-2023
(3) Pecan Grove West shading	-	270,000	270,000	-
(3) Beach Club Blvd design	-	300,000	300,000	-
(6) Beach Club Blvd Construction	-	-	-	2,600,000
(3) Emergency Backup Generators at Sta 3 & 5	-	-	-	125,000
(3) Replace Animal Services Storage Bldg	-	-	-	42,000
(3) Design of Dog Bldg	-	-	-	10,000
(4) Sign Table	-	17,500	17,795	-
(4) Additional Parking Sta 2	-	20,000	-	-
(4) Latex Printer Sign Shop	-	20,500	18,165	-
(4) Privacy Fence Sta 3	-	25,000	25,000	-
(4) Front Fence & Gate for Sta 5.5	-	35,000	15,000	-
(3) Enclose Carport Sta. 5.5	-	-	14,800	-
(4) Pecan Grove West Electrical Upgrade	-	35,000	21,369	-
(4) Wanco Message Boards	-	37,000	34,082	-
(4) Trail Development The Grove	-	50,000	50,000	-
(4) Bay Doors at Sta 1,2,3, & 5	-	94,000	94,000	-
(5) Shepherd Rd Design	-	330,000	330,000	-
(6) Shepherd Dr Construction	-	-	-	8,600,000
(5) FM 1417 design/ROW - SH 56 to W. Travis	-	1,500,000	-	1,646,090
(6) FM 1417 design/ROW - SH 56 to W. Travis	-	-	-	1,653,910
(5) Bel Air Blvd Construction Ph II	-	1,500,000	-	1,500,000
(5) New police HQ - Construction	527,568	17,250,000	8,361,216	8,361,216
(5) Major Street Rebuilds	-	1,000,000	1,500,000	-
(6) Combine Fire Sta. 1 & 2	-	-	-	2,000,000
(6) Public Safety Training Facility Design	-	-	-	250,000
(6) Ballfield and Trail Lighting at PGW	-	-	-	1,350,000
(6) Electrical at PGW	-	-	-	175,000
(6) Trail Lighting and Restroom and PGE	-	-	-	650,000
(6) Northcreek Subdivision Park	-	-	-	500,000
(6) Restroom and Concession at Fairview Park	-	-	-	500,000
(6) Asphalt Pump Track at Binkley Park	-	-	-	350,000
(6) Design "Shark Tooth Park"	-	-	-	150,000
(6) Master Plan Trail Construction	-	-	-	750,000
(6) Center St Bridge at Post Oak Creek	-	-	-	750,000
(6) Sherman St Improvements	-	-	-	500,000
(6) Hospital Road Construction	-	-	-	750,000
(6) OB Groner - west of FM 1417 Design	-	-	-	500,000
(6) FM 1417 Design/ROW - Hwy 75 to RR	-	-	-	550,000
(6) McGee St Bridge Design	-	-	-	150,000
(6) Land for Future City Facilities	-	-	-	2,000,000
(7) Outdoor Chapel	-	-	-	45,000
(6) Blanton St Drainage-Birge to McGee	-	-	-	500,000
(6) Flanary Rd Alignment Study	-	-	254,185	-
(6) CIP Crew	-	-	-	375,086
(6) Transfers Out	-	-	-	224,914
Total Expenditures	7,166,489	30,626,758	20,760,431	54,221,512
Excess Revenues over Expenditures	26,738,672	(28,573,758)	(18,726,431)	(14,751,512)
Ending Fund Balance	$ 36,395,135	$ 3,024,723	$ 17,668,704	$ 2,917,192
(1) Pre-2021 CO	5,117,267	1,649,468	3,554,724	638,000
(2) SEDCO funded	2,940	-	-	6,600,000
(3) Land-sale funded/General Fund Transfer	1,518,714	1,963,290	3,257,539	452,296
(4) 2021 Tax Notes	-	334,000	275,411	-
(5) 2021 CO/Impact Fees	527,568	24,480,000	13,418,572	11,507,306
(6) 2023 CO/Impact Fees	-	2,200,000	254,185	34,978,910
(7) 2023 Tax Notes	-	-	-	45,000
Total Projects FY2023	7,166,489	30,626,758	20,760,431	54,221,512

City of Sherman
UTILITY IMPROVEMENT FUND
2022-2023 Annual Budget

	Actual 2020-2021	Budget 2021-2022	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 2,101,100	$ 870,541	$ 1,545,528	$ 141,416
Revenues				
Intergovernmental	315,076	-	103,782	-
Interest Income	4,339	12,000	10,000	10,000
Miscellaneous Revenue	-	-	-	-
Transfers In	-	825,000	-	1,600,000
Grant Revenue	457	4,675,000	6,030,750	1,843,000
Total Revenues	319,872	5,512,000	6,144,532	3,453,000
Total Funds Available	2,420,972	6,382,541	7,690,060	3,594,416
(1) Aeration Basin Upgrade & Biological Clarifier Rehab	10,332	-	-	-
(1) Brine Disposal Line	350	-	-	3,000,000
(1) Water crossing under 75 at Choctaw	10,156	-	-	-
(1) WWTP Control Building Expansion Engineering	5,250	-	-	-
(1) Moore St Sewer (through Munson Dev) (SISD $400m)	41,433	-	-	-
(1) Legacy Waterline - Engineering	143,485	-	-	-
(1) Marilee SUD	1,367	-	-	2,000,000
(1) Texoma Pkwy sewer overflow relief	17,301	-	13,375	-
(1) Laboratory facility expansion - design and engineering	8,550	-	-	-
(1) Preston Club Water Line	1,633	-	3,000	-
(1) High Country Estates Water	1,443	-	-	-
(1) Replace EDR process with RO at WTP (Engineering)	-	50,000	-	-
(1) Replace inverted siphon sewer line (Eng)	-	65,000	-	-
(1) Refurbish Rex Cruz EST-Eng	-	75,000	-	-
(1) Security Upgrades at WWTP	-	100,000	-	-
(1) Backwash tank at WTP	-	250,000	-	-
(1) Refurbish flocculation/sedimentation basin at WTP	-	250,000	27,471	-
(1) Replace Southside industrial sewer	-	250,000	-	-
(1) Concentrate Disposal Phase II Yr 1	-	400,000	-	-
(1) WWTP Main Switchgear & Electrical Upgrade	-	500,000	-	-
(1) Post Oak Creek Sanitary Sewer Improvements	-	600,000	-	-
(1) WWTP Control Building Expansion-Construction	-	1,260,000	-	-
(1) Northwest Sewer	35,754	1,823,000	-	-
(1) Bel Air Blvd Utiities Ph I	-	300,000	-	-
(1) Shepherd Utilities	-	400,000	6,493	-
(1) WTP Backup Generator - Engineering	138,000	-	34,043	-
(1) WWTP Backup Generator Engineering	89,600	-	22,400	-
(1) Legacy Waterline - Ph I	-	400,000	-	-
(1) Texoma Pump Station Backup Generator	-	900,000	-	-
(1) Legacy Waterline - Construction Ph II & III	-	1,500,000	-	-
(1) Construction-36" Water Line WTP to Shepherd	-	-	-	42,000,000
(1) Construction 36" Water Line Future Friendship ROW				16,000,000
(1) Increase UF/RO capacity by 5 MGD				11,000,000
(1) WWTP Electrical System Switchgear, ATS, Generator				6,410,000
(1) Southside Industrial Sewer Replacement				5,500,000
(1) Upsize Raw Water Pump Station #1 to 25 MGD				5,100,000
(1) Increase Clearwell High Service Pump to 25 MGD				5,000,000
(1) Lab Expansion Construction				3,200,000
(1) Downtown Sewer Line Replacements Ph I				3,000,000
(1) Emergency Backup Generator at LTPS				2,600,000
(1) Bel Air Blvd Phase II-20" surface water line				2,220,000
(1) Crossroads Sewer for Hospital				1,200,000
(1) WWTP Enhanced Treatment System Design				1,200,000
(1) SE Sewer Line-Rosedale to First				1,000,000
(1) WWTP Project Management				1,000,000
(1) Reservoir Pump Station				800,000
(1) Heritage Ranch Sewer				750,000
(1) Upsize Sewer W of Industrial Park				570,000
(1) Shepherd Place Utilities				530,000
(1) Rex Cruz EST Rehab				420,000
(1) Shepherd EST				400,000
(1) Fairview GST 6" Balance Line				170,000

(2) Replace Texoma Pkwy 12" water line	-	2,500,000	2,500,000	-
(2) Ida Road ground storage tank repair	-	3,000,000	983,000	-
(2) Heritage Ranch Lift Station	-	1,000,000	-	-
(2) WTP Land purchase	-	-	2,547,750	-
(2) WTP Backup Generator Construction	-	1,000,000	-	1,640,000
(2) Modular Office-Water Quality				203,000
(3) AWIA Security Upgrades @ WTP	-	200,000	200,000	-
(3) Dos Lagos	13,210	-	-	-
(3) WWTP Fencing/Gate Repairs	4,705	-	70,000	-
(3) Primary Clarifier #1 Rehab Engineering	14,691	-	9,419	-
(3) Center St. Utility Relocation on Hwy 75	8	-	-	-
(3) WWTP Fine Screen Rehab	-	-	50,000	-
(3) Upgrade High Country Estates water system	58,611	-	-	-
(3) Abandon old wells/pumps at High Country and Preston Club	25,277	-	-	-
(3) WTP Flow Meter Improvement	76,750	-	100,000	-
(3) Texoma Pkwy 12" main engineering	137,414	-	142,870	-
(3) Brine Line Phase II Engineering (City Funds)	40,125	-	8,000	-
(3) Abandon GST & pump station - High Country & Preston Club	-	50,000	50,000	-
(3) Upgrade water system at High Country	-	60,000	60,000	-
(3) Yearly Stream Bank Stabilization	-	100,000	100,000	-
(3) WWTP Headworks Pump	-	145,000	145,000	-
(3) Utility oversizing/annual replacements	-	200,000	200,000	250,000
(3) Lamberth Rd box culvert and manhole replacement	-	-	65,823	-
(3) Arapaho Sewer			210,000	
(3) WWTP Equalization basin blower bldg design	-	-	-	200,000
(3) Annual line replacements	-	-	-	102,000
(3) Lead & Copper Rule Revision		-		63,000
(3) Phase II High Country Water		-		60,000
(3) Lift Station Flow Metering & SCADA		-		60,000
GTUA Funding	-	(9,123,000)	-	(115,070,000)
Total Expenditures	875,444	8,255,000	7,548,644	2,578,000
Excess Revenues over Expenditures	(555,572)	(2,743,000)	(1,404,112)	875,000
Ending Fund Balance	$ 1,545,528	$ (1,872,459)	$ 141,416	$ 1,016,416

(1) GTUA Funding	115,070,000
(2) Grant Funded	1,843,000
(3) Utility Fund	735,000
(4) Impact Fees	-
Total Projects FY2022	117,648,000

City of Sherman
STREET REVOLVING FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 460,084	$ 461,770	$ 413,070
Revenues			
Sales & Service	-	-	-
Interest Income	1,686	1,300	2,000
Total Revenues	1,686	1,300	2,000
Total Funds Available	461,770	463,070	415,070
Expenditures			
Capital Expenses	-	50,000	100,000
	-	50,000	100,000
Ending Fund Balance	$ 461,770	$ 413,070	$ 315,070

City of Sherman
TIRZ #2 CONSTRUCTION FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 370,658	$ 528,688	$ 679,377
Revenues			
Property Tax	190,475	194,189	273,488
Interest Income	1,755	1,500	1,500
Total Revenues	192,230	195,689	274,988
Total Funds Available	562,888	724,377	954,365
Expenditures:			
Capital Expenses	34,199	45,000	600,000
Transfers Out	-	-	200,000
Total Expenditures	34,199	45,000	800,000
Excess Revenues over Expenditures	158,030	150,689	(525,012)
Ending Fund Balance	$ 528,688	$ 679,377	$ 154,365

City of Sherman
TIRZ #3 CONSTRUCTION FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 33,826	$ 15,478	$ 1,290
Revenues			
Property Tax	181,278	185,772	226,721
Interest Income	374	40	50
Total Revenues	181,652	185,812	226,771
Total Funds Available	215,478	201,290	228,061
Expenditures			
Capital Expenses	200,000	200,000	185,000
Transfers Out	-	-	-
Total Expenditures	200,000	200,000	185,000
Excess Revenues over Expenditures	(18,348)	(14,188)	41,771
Ending Fund Balance	$ 15,478	$ 1,290	$ 43,061

City of Sherman
REGIONAL DETENTION FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 381,358	$ 382,840	$ 265,040
Revenues			
Sales & Service	-	-	20,000
Interest Income	1,482	1,200	1,200
Total Revenues	1,482	1,200	21,200
Total Funds Available	382,840	384,040	286,240
Expenditures			
Capital Expenses	-	-	200,000
Transfers Out	-	119,000	-
Total Expenditures	-	119,000	200,000
Excess Revenues over Expenditures	1,482	(117,800)	(178,800)
Ending Fund Balance	$ 382,840	$ 265,040	$ 86,240

City of Sherman
TIRZ #5 CONSTRUCTION FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 611,156	$ 208,201	$ 59,511
Revenues			
Property Tax	67,359	70,665	76,460
Intergovernmental	64,970	67,645	90,138
Interest Income	3,715	2,000	2,000
Total Revenues	136,045	140,310	168,598
Total Funds Available	747,201	348,511	228,109
Expenditures			
Capital Expenses	250,000	-	-
Transfers Out	289,000	289,000	289,200
Total Expenditures	539,000	289,000	289,200
Excess Revenues over Expenditures	(402,955)	(148,690)	(120,602)
Ending Fund Balance	$ 208,201	$ 59,511	$ (61,091)

City of Sherman
TIRZ #6 CONSTRUCTION FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 1,202,906	$ 1,032,953	$ 866,381
Revenues			
Property Tax	26,164	28,319	27,995
Intergovernmental	25,237	27,109	27,943
Interest Income	4,646	4,000	4,000
Total Revenues	56,047	59,428	59,938
Total Funds Available	1,258,953	1,092,381	926,319
Expenditures			
Capital Expenses	-	-	700,000
Transfers Out	226,000	226,000	225,400
Total Expenditures	226,000	226,000	925,400
Excess Revenues over Expenditures	(169,953)	(166,572)	(865,462)
Ending Fund Balance	$ 1,032,953	$ 866,381	$ 919

City of Sherman
TIRZ #7 CONSTRUCTION FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ (10,347)	$ (103,240)	$ (200,270)
Revenues			
Property Tax	49,217	41,318	45,625
Intergovernmental	47,472	39,552	42,716
Interest Income	163	100	100
Transfers In	-	-	-
Total Revenues	96,852	80,970	88,441
Total Funds Available	86,505	(22,270)	(111,829)
Expenditures			
Capital Expenses	11,745	-	-
Transfers Out	178,000	178,000	177,400
Total Expenditures	189,745	178,000	177,400
Excess Revenues over Expenditures	(92,893)	(97,030)	(88,959)
Ending Fund Balance	$ (103,240)	$ (200,270)	$ (289,229)

City of Sherman
ROADWAY IMPACT FEES ZONE #1
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ -	$ -	$ 5,000
Revenues			
Interest Income	-	-	-
Sales & Service	-	5,000	10,000
Total Revenues	-	5,000	10,000
Total Funds Available	-	5,000	15,000
Expenditures			
Capital Expenses	-	-	-
Transfers Out	-	-	-
Total Expenditures	-	-	-
Excess Revenues over Expenditures	-	5,000	10,000
Ending Fund Balance	$ -	$ 5,000	$ 15,000

City of Sherman
ROADWAY IMPACT FEES ZONE #2
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ -	$ -	$ 100,000
Revenues			
Interest Income	-	-	-
Sales & Service	-	100,000	200,000
Total Revenues	-	100,000	200,000
Total Funds Available	-	100,000	300,000
Expenditures			
Capital Expenses	-	-	-
Transfers Out	-	-	-
Total Expenditures	-	-	-
Excess Revenues over Expenditures	-	100,000	200,000
Ending Fund Balance	$ -	$ 100,000	$ 300,000

City of Sherman
ROADWAY IMPACT FEES ZONE #3
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ -	$ 1,056	$ 41,056
Revenues			
Interest Income	-	-	-
Sales & Service	1,056	40,000	100,000
Total Revenues	1,056	40,000	100,000
Total Funds Available	1,056	41,056	141,056
Expenditures			
Capital Expenses	-	-	-
Transfers Out	-	-	-
Total Expenditures	-	-	-
Excess Revenues over Expenditures	1,056	40,000	100,000
Ending Fund Balance	$ 1,056	$ 41,056	$ 141,056

City of Sherman
ROADWAY IMPACT FEES ZONE #4
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ -	$ -	$ 30,000
Revenues			
Interest Income	-	-	-
Sales & Service	-	30,000	60,000
Total Revenues	-	30,000	60,000
Total Funds Available	-	30,000	90,000
Expenditures			
Capital Expenses	-	-	-
Transfers Out	-	-	-
Total Expenditures	-	-	-
Excess Revenues over Expenditures	-	30,000	60,000
Ending Fund Balance	$ -	$ 30,000	$ 90,000

City of Sherman
WATER IMPACT FEES
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ -	$ -	$ 120,000
Revenues			
Interest Income	-	-	-
Sales & Service	-	120,000	1,250,000
Total Revenues	-	120,000	1,250,000
Total Funds Available	-	120,000	1,370,000
Expenditures			
Capital Expenses	-	-	-
Transfers Out	-	-	1,000,000
Total Expenditures	-	-	1,000,000
Excess Revenues over Expenditures	-	120,000	250,000
Ending Fund Balance	$ -	$ 120,000	$ 370,000

City of Sherman
SEWER IMPACT FEES
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ -	$ -	$ 60,000
Revenues			
Interest Income	-	-	-
Sales & Service	-	60,000	625,000
Total Revenues	-	60,000	625,000
Total Funds Available	-	60,000	685,000
Expenditures			
Capital Expenses	-	-	-
Transfers Out	-	-	600,000
Total Expenditures	-	-	600,000
Excess Revenues over Expenditures	-	60,000	25,000
Ending Fund Balance	$ -	$ 60,000	$ 85,000

City of Sherman
DEBT SERVICE FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 88,025	$ 58,714	$ 61,367
Revenues			
Property Tax	4,338,051	5,740,000	6,976,388
Sales Tax	-	-	-
Transfers In	1,070,645	1,069,000	1,074,000
Interest Income	0	-	-
Miscellaneous Revenue	2,576	-	-
Total Revenues	5,411,273	6,809,000	8,050,388
Total Funds Available	5,499,298	6,867,714	8,111,755
Expenditures			
Debt Service	5,435,930	6,801,847	8,045,334
Services & Charges	4,500	4,500	7,000
Transfers Out	154	-	-
Total Expenditures	5,440,584	6,806,347	8,052,334
Excess Revenues over Expenditures	(29,311)	2,653	(1,946)
Ending Fund Balance	$ 58,714	$ 61,367	$ 59,421

City of Sherman
TIRZ #1 DEBT SERVICE FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 363,841	$ 377,204	$ 378,507
Revenues			
Property Tax	324,998	321,717	332,599
Interest Income	2,118	1,200	1,200
Total Revenues	327,116	322,917	333,799
Total Funds Available	690,957	700,121	712,306
Expenditures			
Debt Service	313,553	321,414	323,378
Services & Charges	200	200	200
Total Expenditures	313,753	321,614	323,578
Excess Revenues over Expenditures	13,363	1,303	10,221
Ending Fund Balance	$ 377,204	$ 378,507	$ 388,728

City of Sherman
STORMWATER FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 1,722,589	$ 1,524,698	$ 105,867
Revenues			
Sales & Service	448,520	450,000	452,000
Fines & Penalties	-	5,000	5,000
Grant Revenue	-	1,718	-
Interest Income	920	1,000	1,000
Total Revenues	449,440	457,718	458,000
Total Funds Available	2,172,029	1,982,416	563,867
Expenditures			
Personnel	77,656	77,660	123,340
Supplies	7,178	4,109	4,109
Repair & Maintenance	29,900	61,500	62,750
Information Technology	2,127	3,510	1,740
Services & Charges	7,000	3,540	3,540
Capital Expenses	254,470	1,450,000	-
Vehicle Usage	-	7,230	8,300
Transfers Out	269,000	269,000	273,000
Fleet Services & Charges	-	-	-
Total Expenditures	647,331	1,876,549	476,779
Excess Revenues over Expenditures	(197,891)	(1,418,831)	(18,779)
Ending Fund Balance	$ 1,524,698	$ 105,867	$ 87,088

City of Sherman
EMERGENCY 9-1-1 FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 322,985	$ 437,935	$ 290,623
Revenues			
Sales & Service	299,418	300,000	300,000
Interest Income	952	1,000	1,000
Total Revenues	300,370	301,000	301,000
Total Funds Available	623,355	738,935	591,623
Expenditures			
Personnel	108,465	108,312	108,310
Supplies	-	-	-
Repair & Maintenance	93	-	-
Services & Charges	76,862	180,000	180,673
Capital Expenses	-	160,000	-
Total Expenditures	185,420	448,312	288,983
Excess Revenues over Expenditures	114,950	(147,312)	12,017
Ending Fund Balance	$ 437,935	$ 290,623	$ 302,640

City of Sherman
COURT SECURITY & TECHNOLOGY FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 58,265	$ 62,114	$ 83,864
Revenues			
Fines & Penalties	29,011	30,250	30,250
Interest Income	199	200	100
Total Revenues	29,210	30,450	30,350
Total Funds Available	87,475	92,564	114,214
Expenditures			
Supplies	528	6,300	5,000
Repair & Maintenance	23,092	600	372
Services & Charges	1,742	1,800	3,700
Capital Expenses	-	-	-
Total Expenditures	25,362	8,700	9,072
Excess Revenues over Expenditures	3,849	21,750	21,278
Ending Fund Balance	$ 62,114	$ 83,864	$ 105,142

City of Sherman
PARKS PRIDE FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 19,813	$ 17,786	$ 8,311
Revenues			
Miscellaneous Revenue	21,648	22,500	21,500
Interest Income	107	25	25
Total Revenues	21,755	22,525	21,525
Total Funds Available	41,568	40,311	29,836
Expenditures			
Services & Charges	7,397	32,000	20,000
Capital Expenses	16,386	25,705	-
Total Expenditures	23,782	57,705	20,000
Excess Revenues over Expenditures	(2,027)	(35,180)	1,525
Ending Fund Balance	$ 17,786	$ 8,311	$ 9,836

City of Sherman
POLICE PRIDE FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 8,038	$ 16,648	$ 22,698
Revenues			
Miscellaneous Revenue	10,398	10,000	10,500
Interest Income	48	50	50
Total Revenues	10,446	10,050	10,550
Total Funds Available	18,484	26,698	33,248
Expenditures			
Supplies	-	-	-
Services & Charges	1,836	4,000	5,000
Capital Expenses	-	-	18,000
Total Expenditures	1,836	4,000	23,000
Excess Revenues over Expenditures	8,610	6,050	(12,450)
Ending Fund Balance	$ 16,648	$ 22,698	$ 10,248

City of Sherman
DONATIONS FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 5,687	$ 7,997	$ 5,022
Revenues			
Miscellaneous Revenue	11,212	12,000	12,000
Interest Income	33	25	25
Total Revenues	11,245	12,025	12,025
Total Funds Available	16,932	20,022	17,047
Expenditures			
Supplies	8,935	15,000	15,000
Excess Revenues over Expenditures	2,310	(2,975)	(2,975)
Ending Fund Balance	$ 7,997	$ 5,022	$ 2,047

City of Sherman
HOTEL/MOTEL TAX FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ (46,190)	$ 8,755	$ 137,761
Revenues			
Hotel-Motel Taxes	608,253	689,000	733,000
Fines & Penalties	2	-	-
Miscellaneous Revenue	250	-	-
Interest Income	2	20	-
Sales & Service	69,222	65,000	70,000
Rentals	15,875	24,000	24,000
Grant Revenue	2,406	5,886	-
Transfers In	210,000	260,000	-
Total Revenues	906,010	1,043,906	827,000
Total Funds Available	859,820	1,052,661	964,761
Expenditures			
Personnel	202,586	225,710	232,800
Supplies	15,814	27,550	17,600
Repair & Maintenance	18,243	25,000	34,000
Utilities	35,441	27,570	30,720
Information Technology	3,191	15,770	15,590
Services & Charges	467,299	486,300	443,600
Vehicle Usage	-	-	13,510
Capital Expenses	-	-	-
Transfers Out	108,490	107,000	109,000
Total Expenditures	851,065	914,900	896,820
Excess Revenues over Expenditures	54,945	129,006	(69,820)
Ending Fund Balance	$ 8,755	$ 137,761	$ 67,941

City of Sherman
DRUG ENFORCEMENT FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 205,702	$ 215,820	$ 115,351
Revenues			
Fines & Penalties	17,500	100,000	100,000
Interest Income	544	400	400
Total Revenues	18,044	100,400	100,400
Total Funds Available	223,746	316,220	215,751
Expenditures			
Supplies	3,599	6,100	80,700
Repair & Maintenance	-	-	27,000
Services & Charges	4,328	4,000	5,000
Capital Expenses	-	190,769	-
Fleet Services & Charges	-	-	-
Total Expenditures	7,927	200,869	112,700
Excess Revenues over Expenditures	10,118	(100,469)	(12,300)
Ending Fund Balance	$ 215,820	$ 115,351	$ 103,051

City of Sherman
MUNICIPAL AIRPORT FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 153,381	$ 58,747	$ 3,397
Revenues			
Interest Income	524	250	250
Rentals	90,376	131,000	134,000
Sales & Service	375,303	425,000	425,000
Grant Revenue	19,304	50,000	50,000
Miscellaneous Revenue	-	-	-
Total Revenues	485,506	606,250	609,250
Total Funds Available	638,887	664,997 -	612,647
Expenditures			
Supplies	357,612	396,200	396,250
Repair & Maintenance	7,223	19,170	8,995
Services & Charges	84,441	135,820	86,105
Utilities	14,612	10,410	11,490
Vehicle Usage	-	-	-
Capital Expenses	116,252	100,000	100,000
Total Expenditures	580,140	661,600	602,840
Excess Revenues over Expenditures	(94,634)	(55,350)	6,410
Ending Fund Balance	$ 58,747	$ 3,397	$ 9,807

City of Sherman
EMPLOYEE INSURANCE FUND
2022-2023 Annual Budget

	Actual 2020-2021	Budget 2021-2022	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 122,163	$ 374,093	$ 511,656	$ 310,306
Revenues				
Employer Contributions	4,303,701	4,294,170	4,443,150	4,847,750
Employee Contributions	963,713	960,000	975,000	975,000
Retiree Contributions	213,089	211,000	200,000	200,000
COBRA Contributions	885	-	5,000	2,000
Miscellaneous Revenue	-	-	-	-
Interest Income	2,406	-	2,500	2,500
Total Revenues	5,483,794	5,465,170	5,625,650	6,027,250
Total Funds Available	5,605,957	5,839,263	6,137,306	6,337,556
Expenditures				
Health Insurance Claims	4,018,305	4,300,000	4,665,000	4,929,000
Administration & Premiums	1,039,769	1,125,000	1,125,000	1,233,000
Life Insurance Premiums	36,227	42,000	37,000	43,000
Transfers Out	-	-	-	-
Total Expenditures	5,094,301	5,467,000	5,827,000	6,205,000
Excess Revenues over Expenditures	389,493	(1,830)	(201,350)	(177,750)
Ending Fund Balance	$ 511,656	$ 372,263	$ 310,306	$ 132,556

City of Sherman
INFORMATION TECHNOLOGY FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 101,433	$ 125,564	$ 141,128
Revenues			
Technology Services:			
General Fund	715,897	1,180,775	1,259,265
Stormwater	2,127	3,510	1,740
Tourism	3,191	15,770	15,590
Equipment Services Fund	32,976	52,570	60,630
Utility Fund	203,174	332,940	332,630
Solid Waste Fund	57,442	98,120	100,470
Interest Income	230	200	-
Grant Revenue	-	15,064	-
Miscellaneous Revenue	4,325	300	-
Total Revenues	1,019,362	1,699,249	1,770,325
Total Funds Available	1,120,796	1,824,813	1,911,453
Expenditures			
Personnel	600,473	829,800	1,003,640
Supplies	53,068	76,409	76,547
Repair & Maintenance	132,463	183,545	173,113
Utilities	38,463	42,620	54,230
Services & Charges	68,281	323,382	284,294
Capital Expenses	102,483	227,929	178,500
Total Expenditures	995,232	1,683,685	1,770,324
Excess Revenues over Expenditures	24,131	15,564	1
Ending Fund Balance	$ 125,564	$ 141,128	$ 141,129

City of Sherman
EQUIPMENT SERVICES FUND
2022-2023 Annual Budget

	Actual 2020-2021	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ 5,353	$ (3,984)	$ 67,065
Revenues			
Internal Service Revenue	3,506,623	3,999,647	4,374,490
Interest Income	-	-	-
Grant Revenue	-	26,719	-
Miscellaneous Revenue	-	600	-
Total Revenues	3,506,623	4,026,966	4,374,490
Total Funds Available	3,511,976	4,022,982	4,441,555
Expenditures			
Personnel	999,317	1,103,090	1,209,950
Supplies	798,926	1,179,675	1,276,649
Repair & Maintenance	1,304,490	1,225,318	1,354,439
Utilities	16,141	14,940	16,000
Information Technology	32,976	52,570	60,630
Services & Charges	336,693	327,324	357,259
Capital Expenses	27,416	53,000	11,000
Fleet Services & Charges	-	-	75,000
Vehicle Usage	-	-	-
Total Expenditures	3,515,960	3,955,917	4,360,927
Excess Revenues over Expenditures	(9,337)	71,049	13,563
Ending Fund Balance	$ (3,984)	$ 67,065	$ 80,628

City of Sherman
FLEET REPLACEMENT FUND
2022-2023 Annual Budget

	Actual 2020-2021	Adjusted Budget 2021-2022	Projected 2021-2022	Requested 2022-2023
Beginning Fund Balance	$ (244,409)	$ 1,767,693	$ 1,421,678	$ 86,427
Revenues				
Fleet Replacement Revenue	1,612,036	1,865,386	2,313,454	2,213,380
Property Tax	400,949	-	698,333	1,472,000
Interest Income	1,552	200	2,500	-
Debt Proceeds	1,980,000	1,434,352	1,758,688	4,873,103
Miscellaneous Revenue	187,586	-	-	-
Total Revenues	4,182,123	3,299,938	4,772,975	8,558,483
Total Funds Available	3,937,715	5,067,631	6,194,653	8,644,910
Expenditures				
Debt Service	758,985	758,984	1,456,768	2,230,185
Supplies	-	-	8,652	-
Services & Charges	32,731	-	-	-
Capital Expenses	1,724,321	4,006,627	4,642,806	6,327,498
Total Expenditures	2,516,037	4,765,611	6,108,226	8,557,683
Excess Revenues over Expenditures	1,666,087	(1,465,673)	(1,335,251)	800
Ending Fund Balance	$ 1,421,678	$ 302,020	$ 86,427	$ 87,227

BUDGET FY22/23

FUND	DETAILS	*Expense TRANSFER FROM* Debit	*Revenue TRANSFER TO* Credit
100	From fund 700 5% franchise, admin cost		$ 2,775,000.00
	From fund 790, dept 243, 244		$ 912,000.00
	From 790, CSW truck debt service		$ 185,716.00
	From 700, Utility equip debt service		$ 152,112.00
	From fund 222, CIP crew		$ 224,914.00
100	To fund 222, capital projects	$ 375,000.00	
222	To fund 100, capital projects	$ 224,914.00	
	To fund 100, capital projects		$ 375,000.00
241	To fund 300, debt service	$ 289,200.00	
242	To fund 300, debt service	$ 225,400.00	
243	To fund 300, debt service	$ 177,400.00	
300	From fund 420, debt service		$ 273,000.00
	From fund 241, debt service		$ 289,200.00
	From fund 242, debt service		$ 225,400.00
	From fund 243, debt service		$ 177,400.00
	From fund 460, debt service		$ 109,000.00
330	To Fund 700, downtown imp debt service	$ 200,000.00	
420	To fund 300, debt service	$ 273,000.00	
460	To fund 300, debt service	$ 109,000.00	
	From fund 100, fund balance		
700	To fund 100 5% franchise, admin cost	$ 2,775,000.00	
700	From fund 790, admin cost		$ 206,000.00
	From fund 330, downtown imp debt service		$ 200,000.00
700	To fund 100, utility equip debt service	$ 152,112.00	
750	To fund 770, capital improvements	$ 1,000,000.00	
751	To fund 770, capital improvements	$ 600,000.00	
770	From fund 750 & 751, capital improvements		$ 1,600,000.00
790	To fund 100 8% franchise, admin cost RSW	$ 251,000.00	
790	To fund 100 8% franchise, admin cost CSW	$ 661,000.00	
790	To fund 700 admin cost	$ 206,000.00	
790	To fund 100, CSW truck debt service	$ 185,716.00	
	TOTALS	$ 7,704,742.00	$ 7,704,742.00
			$ -

City of Sherman

Property Tax Historical Summary

Fiscal Year	Estimated Taxable Value (in 000)	Tax Levy (in 000)	Total Collections (in 000)	Property Tax Rate (per $100)
2004	$ 1,515,989	$ 6,064	$ 6,060	$ 0.4000
2005	$ 1,590,950	$ 6,364	$ 6,360	$ 0.4000
2006	$ 1,735,457	$ 6,942	$ 6,939	$ 0.4000
2007	$ 1,886,876	$ 7,548	$ 7,544	$ 0.4000
2008	$ 1,979,001	$ 7,921	$ 7,918	$ 0.4000
2009	$ 2,077,074	$ 6,647	$ 6,642	$ 0.3200
2010	$ 2,201,611	$ 7,045	$ 7,035	$ 0.3200
2011	$ 2,268,236	$ 7,258	$ 7,250	$ 0.3200
2012	$ 2,201,611	$ 7,045	$ 7,037	$ 0.3200
2013	$ 2,268,236	$ 7,258	$ 7,249	$ 0.3200
2014	$ 2,257,117	$ 7,855	$ 7,844	$ 0.3480
2015	$ 2,383,049	$ 8,865	$ 8,853	$ 0.3720
2016	$ 2,530,048	$ 9,412	$ 9,394	$ 0.3720
2017	$ 2,781,252	$ 10,966	$ 10,939	$ 0.3943
2018	$ 2,898,248	$ 12,384	$ 12,306	$ 0.4273
2019	$ 3,129,411	$ 12,924	$ 12,825	$ 0.4273
2020	$ 3,481,853	$ 16,273	$ 16,140	$ 0.4890
2021	$ 3,819,840	$ 17,816	$ 17,381	$ 0.4890
2022	$ 4,918,058	$ 21,930	$ -	$ 0.4699

Total Collections as of 6/30/2022

City of Sherman, Texas

Bonded Debt as of 7/31/22

	(1)				(2)			
	$2,840,000				***$6,970,000***			
	Combination Tax & Tax Increment Revenue				***Tax & Waterworks & Sewer System (Limited Pledge)***			
	2004 Series TIF Zone#1, Certificates of Obligation				***Revenue Certificates of Obligation Series 2016***			
Fiscal Yr	**Coupon**	**Principal**	**Interest**	**TOTAL**	**Coupon**	**Principal**	**Interest**	
2023	4.44%	240,000.00	10,656.00	250,656.00	3.000%	330,000.00	139,412.50	469,412.50
2024		-	-	-	3.000%	340,000.00	129,512.50	469,512.50
2025		-	-	-	3.000%	350,000.00	119,312.50	469,312.50
2026		-	-	-	2.000%	360,000.00	108,812.50	468,812.50
2027		-	-	-	2.000%	370,000.00	101,612.50	471,612.50
2028		-	-	-	2.250%	375,000.00	94,212.50	469,212.50
2029		-	-	-	2.250%	385,000.00	85,775.00	470,775.00
2030		-	-	-	2.375%	390,000.00	77,112.50	467,112.50
2031		-	-	-	2.375%	400,000.00	67,850.00	467,850.00
2032		-	-	-	2.500%	410,000.00	58,350.00	468,350.00
2033		-	-	-	2.500%	420,000.00	48,100.00	468,100.00
2034		-	-	-	2.500%	430,000.00	37,600.00	467,600.00
2035		-	-	-	3.000%	440,000.00	26,850.00	466,850.00
2036		-	-	-	3.000%	455,000.00	13,650.00	468,650.00
2037		-	-	-		-	-	-
2038		-	-	-		-	-	-
2039		-	-	-		-	-	-
2040		-	-	-		-	-	-
2041		-	-	-		-	-	-
2042		-	-	-		-	-	-
2043		-	-	-		-	-	-
2044		-	-	-		-	-	-
2045		-	-	-		-	-	-
2046		-	-	-		-	-	-
2047		-	-	-		-	-	-
2048		-	-	-		-	-	-
2049		-	-	-		-	-	-
2050		-	-	-		-	-	-
2051		-	-	-		-	-	-
		240,000.00	10,656.00	250,656.00		5,455,000.00	1,108,162.50	6,563,162.50

(1) These bonds were issued in 2004 to provide funding for infrastructure development for Sherman Town Center.

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

City of Sherman, Texas
Bonded Debt as of 7/31/22

	(3)				(4)			
		$7,776,530				***$474,557***		
		General Obligation				***TIF #1***		
		Refunding Bonds Series 2017				***Refunding Bonds Series 2017***		
Fiscal Yr	**Coupon**	**Principal**	**Interest**		**Coupon**	**Principal**	**Interest**	
2023	3.00%	716,341.97	186,535.50	902,877.47	3.00%	61,336.98	11,384.80	72,721.78
2024	3.00%	736,341.97	165,103.23	901,445.20	3.00%	61,336.98	10,076.73	71,413.71
2025	4.00%	758,113.05	143,172.53	901,285.58	4.00%	64,565.90	8,738.24	73,304.14
2026	4.00%	795,200.26	113,100.90	908,301.16	4.00%	67,793.86	6,902.88	74,696.74
2027	4.00%	793,151.70	86,333.97	879,485.67		-	-	-
2028	4.00%	828,151.70	54,955.83	883,107.53		-	-	-
2029	4.00%	436,933.75	22,343.71	459,277.46		-	-	-
2030	3.00%	-	1,718.75	1,718.75		-	-	-
2031		-	-	-		-	-	-
2032		-	-	-		-	-	-
2033		-	-	-		-	-	-
2034		-	-	-		-	-	-
2035		-	-	-		-	-	-
2036		-	-	-		-	-	-
2037		-	-	-		-	-	-
2038		-	-	-		-	-	-
2039		-	-	-		-	-	-
2040		-	-	-		-	-	-
2041		-	-	-		-	-	-
2042		-	-	-		-	-	-
2043		-	-	-		-	-	-
2044		-	-	-		-	-	-
2045		-	-	-		-	-	-
2046		-	-	-		-	-	-
2047		-	-	-		-	-	-
2048		-	-	-		-	-	-
2049		-	-	-		-	-	-
2050		-	-	-		-	-	-
2051		-	-	-		-	-	-
		5,064,234.40	773,264.42	5,837,498.82		255,033.72	37,102.65	292,136.37

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

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

City of Sherman, Texas
Bonded Debt as of 7/31/22

	(5) $1,108,913 Auditorium Refunding Bonds Series 2017				(6) $8,760,000 Combination Tax & Revenue Certificates of Obligation Series 2017			
Fiscal Yr	Coupon	Principal	Interest		Coupon	Principal	Interest	
2023	3.00%	82,321.05	26,629.70	108,950.75	5.00%	367,620.10	279,711.73	647,331.83
2024	3.00%	82,321.05	23,570.04	105,891.09	5.00%	386,968.53	261,330.73	648,299.25
2025	4.00%	82,321.05	20,439.23	102,760.28	5.00%	406,316.95	241,982.30	648,299.25
2026	4.00%	92,005.88	16,146.22	108,152.10	5.00%	425,665.38	221,666.45	647,331.83
2027	4.00%	96,848.30	11,616.03	108,464.33	4.00%	447,432.36	200,383.19	647,815.54
2028	4.00%	96,848.30	7,394.17	104,242.47	4.00%	466,780.78	182,485.89	649,266.68
2029	4.00%	101,690.71	3,006.29	104,697.00	3.00%	483,710.66	163,814.66	647,525.32
2030	3.00%	111,375.54	231.25	111,606.79	3.00%	498,221.98	149,303.34	647,525.32
2031		-	-	-	3.13%	512,733.30	134,356.68	647,089.98
2032		-	-	-	3.25%	529,663.17	118,333.77	647,996.94
2033		-	-	-	3.38%	546,593.04	101,119.71	647,712.76
2034		-	-	-	3.38%	565,941.47	82,672.20	648,613.67
2035		-	-	-	3.58%	585,289.90	63,571.67	648,861.57
2036		-	-	-	3.50%	604,638.32	43,086.53	647,724.85
2037		-	-	-	3.50%	626,405.30	21,924.19	648,329.49
2038		-	-	-		-	-	-
2039		-	-	-		-	-	-
2040		-	-	-		-	-	-
2041		-	-	-		-	-	-
2042		-	-	-		-	-	-
2043		-	-	-		-	-	-
2044		-	-	-		-	-	-
2045		-	-	-		-	-	-
2046		-	-	-		-	-	-
2047		-	-	-		-	-	-
2048		-	-	-		-	-	-
2049		-	-	-		-	-	-
2050		-	-	-		-	-	-
2051		-	-	-		-	-	-
		745,731.88	109,032.93	854,764.81		7,453,981.23	2,265,743.04	9,719,724.27

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

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

City of Sherman, Texas

Bonded Debt as of 7/31/22

	(7) $3,900,000 TIRZ #5 Certificates of Obligation Series 2017				(8) $3,050,000 TIRZ #6 Certificates of Obligation Series 2017			
Fiscal Yr	Coupon	Principal	Interest		Coupon	Principal	Interest	
2023	5.00%	163,666.48	124,529.20	288,195.68	5.00%	127,995.58	97,388.22	225,383.80
2024	5.00%	172,280.51	116,345.87	288,626.38	5.00%	134,732.19	90,988.44	225,720.63
2025	5.00%	180,894.53	107,731.85	288,626.38	5.00%	141,468.80	84,251.83	225,720.63
2026	5.00%	189,508.56	98,687.12	288,195.68	5.00%	148,205.41	77,178.39	225,383.80
2027	4.00%	199,199.34	89,211.69	288,411.03	4.00%	155,784.10	69,768.12	225,552.22
2028	4.00%	207,813.36	81,243.72	289,057.08	4.00%	162,520.71	63,536.75	226,057.46
2029	3.00%	215,350.64	72,931.18	288,281.82	3.00%	168,415.24	57,035.93	225,451.17
2030	3.00%	221,811.15	66,470.67	288,281.82	3.00%	173,467.70	51,983.47	225,451.17
2031	3.13%	228,271.67	59,816.33	288,088.00	3.13%	178,520.15	46,779.44	225,299.59
2032	3.25%	235,808.95	52,682.84	288,491.79	3.25%	184,414.69	41,200.68	225,615.37
2033	3.38%	243,346.22	45,019.05	288,365.27	3.38%	190,309.22	35,207.21	225,516.43
2034	3.38%	251,960.24	36,806.12	288,766.36	3.38%	197,045.83	28,784.27	225,830.10
2035	3.58%	260,574.27	28,302.46	288,876.73	3.58%	203,782.44	22,133.97	225,916.41
2036	3.50%	269,188.29	19,182.36	288,370.65	3.50%	210,519.05	15,001.59	225,520.64
2037	3.50%	278,879.07	9,760.77	288,639.84	3.50%	218,097.74	7,633.42	225,731.16
2038		-	-	-		-	-	-
2039		-	-	-		-	-	-
2040		-	-	-		-	-	-
2041		-	-	-		-	-	-
2042		-	-	-		-	-	-
2043		-	-	-		-	-	-
2044		-	-	-		-	-	-
2045		-	-	-		-	-	-
2046		-	-	-		-	-	-
2047		-	-	-		-	-	-
2048		-	-	-		-	-	-
2049		-	-	-		-	-	-
2050		-	-	-		-	-	-
2051		-	-	-		-	-	-
		3,318,553.29	1,008,721.22	4,327,274.50		2,595,278.85	788,871.72	3,384,150.57

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

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

City of Sherman, Texas
Bonded Debt as of 7/31/22

	(9)				(10)			
	$2,400,000 TIRZ #7 Certificates of Obligation Series 2017				***$3,900,000 Stormwater Certificates of Obligation Series 2017A***			
Fiscal Yr	**Coupon**	**Principal**	**Interest**		**Coupon**	**Principal**	**Interest**	
2023	5.00%	100,717.84	76,633.35	177,351.19	4.00%	165,000.00	107,675.00	272,675.00
2024	5.00%	106,018.77	71,597.46	177,616.23	4.00%	170,000.00	101,075.00	271,075.00
2025	5.00%	111,319.71	66,296.52	177,616.23	4.00%	175,000.00	94,275.00	269,275.00
2026	5.00%	116,620.65	60,730.54	177,351.19	4.00%	185,000.00	87,275.00	272,275.00
2027	5.00%	122,584.21	54,899.50	177,483.71	4.00%	190,000.00	79,875.00	269,875.00
2028	5.00%	127,885.15	49,996.13	177,881.28	4.00%	200,000.00	72,275.00	272,275.00
2029	3.00%	132,523.47	44,880.73	177,404.20	3.00%	205,000.00	64,275.00	269,275.00
2030	3.00%	136,499.17	40,905.02	177,404.20	3.00%	210,000.00	58,125.00	268,125.00
2031	3.00%	140,474.88	36,810.05	177,284.93	3.00%	220,000.00	51,825.00	271,825.00
2032	3.13%	145,113.20	32,420.21	177,533.41	3.00%	225,000.00	45,225.00	270,225.00
2033	3.25%	149,751.52	27,704.03	177,455.55	3.00%	230,000.00	38,475.00	268,475.00
2034	3.25%	155,052.46	22,649.92	177,702.37	3.13%	240,000.00	31,575.00	271,575.00
2035	3.38%	160,353.40	17,416.90	177,770.29	3.13%	245,000.00	24,075.00	269,075.00
2036	3.38%	165,654.33	11,804.53	177,458.86	3.13%	255,000.00	16,418.76	271,418.76
2037	3.50%	171,617.89	6,006.63	177,624.52	3.25%	260,000.00	8,450.00	268,450.00
2038				-		-	-	-
2039				-		-	-	-
2040				-		-	-	-
2041				-		-	-	-
2042				-		-	-	-
2043				-		-	-	-
2044				-		-	-	-
2045				-		-	-	-
2046				-		-	-	-
2047				-		-	-	-
2048				-		-	-	-
2049				-		-	-	-
2050				-		-	-	-
2051				-		-	-	-
		2,042,186.64	620,751.52	2,662,938.16		3,175,000.00	880,893.76	4,055,893.76

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

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

City of Sherman, Texas
Bonded Debt as of 7/31/22

	(11) $18,980,000 General Obligation Certificates of Obligation Series 2018				(12) $19,130,000 General Obligation Certificates of Obligation Series 2019			
Fiscal Yr	Coupon	Principal	Interest		Coupon	Principal	Interest	
2023	5.00%	545,000.00	650,006.26	1,195,006.26	5.00%	505,000.00	659,362.50	1,164,362.50
2024	5.00%	570,000.00	622,756.26	1,192,756.26	5.00%	530,000.00	634,112.50	1,164,112.50
2025	5.00%	600,000.00	594,256.26	1,194,256.26	5.00%	555,000.00	607,612.50	1,162,612.50
2026	5.00%	630,000.00	564,256.26	1,194,256.26	5.00%	585,000.00	579,862.50	1,164,862.50
2027	5.00%	660,000.00	532,756.26	1,192,756.26	5.00%	610,000.00	550,612.50	1,160,612.50
2028	5.00%	695,000.00	499,756.26	1,194,756.26	5.00%	645,000.00	520,112.50	1,165,112.50
2029	3.00%	730,000.00	465,006.26	1,195,006.26	3.00%	675,000.00	487,862.50	1,162,862.50
2030	3.00%	750,000.00	443,106.26	1,193,106.26	4.00%	710,000.00	454,112.50	1,164,112.50
2031	3.00%	775,000.00	420,606.26	1,195,606.26	4.00%	735,000.00	425,712.50	1,160,712.50
2032	3.13%	795,000.00	397,356.26	1,192,356.26	4.00%	765,000.00	396,312.50	1,161,312.50
2033	3.25%	820,000.00	372,512.50	1,192,512.50	4.00%	795,000.00	365,712.50	1,160,712.50
2034	3.25%	850,000.00	345,862.50	1,195,862.50	3.00%	830,000.00	333,912.50	1,163,912.50
2035	3.38%	875,000.00	318,237.50	1,193,237.50	3.00%	855,000.00	309,012.50	1,164,012.50
2036	3.38%	905,000.00	288,706.26	1,193,706.26	3.00%	880,000.00	283,362.50	1,163,362.50
2037	3.50%	935,000.00	258,162.50	1,193,162.50	3.00%	905,000.00	256,962.50	1,161,962.50
2038	3.50%	970,000.00	225,437.50	1,195,437.50	3.00%	935,000.00	229,812.50	1,164,812.50
2039	3.50%	1,005,000.00	191,487.50	1,196,487.50	3.13%	960,000.00	201,762.50	1,161,762.50
2040	3.50%	1,040,000.00	156,312.50	1,196,312.50	3.25%	990,000.00	171,762.50	1,161,762.50
2041	3.50%	1,075,000.00	119,912.50	1,194,912.50	3.25%	1,025,000.00	139,587.50	1,164,587.50
2042	3.63%	1,115,000.00	82,287.50	1,197,287.50	3.25%	1,055,000.00	106,275.00	1,161,275.00
2043	3.63%	1,155,000.00	41,868.86	1,196,868.86	3.25%	1,090,000.00	71,987.50	1,161,987.50
2044		-	-	-	3.25%	1,125,000.00	36,562.50	1,161,562.50
2045		-	-	-		-	-	-
2046		-	-	-		-	-	-
2047		-	-	-		-	-	-
2048		-	-	-		-	-	-
2049		-	-	-		-	-	-
2050		-	-	-		-	-	-
2051		-	-	-		-	-	-
		17,495,000.00	7,590,650.22	25,085,650.22		17,760,000.00	7,822,387.50	25,582,387.50

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

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

City of Sherman, Texas
Bonded Debt as of 7/31/22

	(13) $29,025,000 General Obligation Certificates of Obligation Series 2021				(14) $1,980,000 General Obligation Tax Notes Series 2021			
Fiscal Yr	Coupon	Principal	Interest		Coupon	Principal	Interest	
2023	5.00%	600,000.00	761,968.76	1,361,968.76	3.00%	315,000.00	53,200.00	368,200.00
2024	5.00%	630,000.00	731,968.76	1,361,968.76	3.00%	325,000.00	40,600.00	365,600.00
2025	5.00%	660,000.00	700,468.76	1,360,468.76	3.00%	340,000.00	27,600.00	367,600.00
2026	3.00%	695,000.00	667,468.76	1,362,468.76	3.00%	350,000.00	14,000.00	364,000.00
2027	3.00%	730,000.00	632,718.76	1,362,718.76		-	-	-
2028	5.00%	765,000.00	596,218.76	1,361,218.76		-	-	-
2029	3.00%	805,000.00	557,968.76	1,362,968.76		-	-	-
2030	3.00%	845,000.00	517,718.76	1,362,718.76		-	-	-
2031	2.00%	885,000.00	475,468.76	1,360,468.76		-	-	-
2032	2.00%	905,000.00	457,768.76	1,362,768.76		-	-	-
2033	2.00%	925,000.00	439,668.76	1,364,668.76		-	-	-
2034	2.00%	940,000.00	421,168.76	1,361,168.76		-	-	-
2035	2.00%	960,000.00	402,368.76	1,362,368.76		-	-	-
2036	2.00%	980,000.00	383,168.76	1,363,168.76		-	-	-
2037	2.00%	1,000,000.00	363,568.76	1,363,568.76		-	-	-
2038	2.00%	1,020,000.00	343,568.76	1,363,568.76		-	-	-
2039	2.00%	1,040,000.00	323,168.76	1,363,168.76		-	-	-
2040	2.00%	1,060,000.00	302,368.76	1,362,368.76		-	-	-
2041	2.00%	1,080,000.00	281,168.76	1,361,168.76		-	-	-
2042	2.00%	1,100,000.00	259,568.76	1,359,568.76		-	-	-
2043	2.00%	1,125,000.00	237,568.76	1,362,568.76		-	-	-
2044	2.00%	1,145,000.00	215,068.76	1,360,068.76		-	-	-
2045	2.125%	1,170,000.00	192,168.76	1,362,168.76		-	-	-
2046	2.125%	1,195,000.00	167,306.26	1,362,306.26		-	-	-
2047	2.125%	1,220,000.00	141,912.50	1,361,912.50		-	-	-
2048	2.25%	1,245,000.00	115,987.50	1,360,987.50		-	-	-
2049	2.25%	1,275,000.00	87,975.00	1,362,975.00		-	-	-
2050	2.25%	1,305,000.00	59,287.50	1,364,287.50		-	-	-
2051	2.25%	1,330,000.00	29,925.00	1,359,925.00		-	-	-
		28,635,000.00	10,866,725.24	39,501,725.24		1,330,000.00	135,400.00	1,465,400.00

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

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

City of Sherman, Texas
Bonded Debt as of 7/31/22

	(13) $2,100,000 General Obligation Limited Tax Notes, Series 2022			TOTALS		
Fiscal Yr	Coupon	Principal	Interest	Principal	Interest	TOTAL
2023	5.00%	310,000.00	85,750.00	395,750.00	4,630,000.00	3,270,843.52	7,900,843.52
2024	5.00%	325,000.00	70,250.00	395,250.00	4,570,000.00	3,069,287.52	7,639,287.52
2025	5.00%	340,000.00	54,000.00	394,000.00	4,765,000.00	2,870,137.52	7,635,137.52
2026	5.00%	360,000.00	37,000.00	397,000.00	5,000,000.00	2,653,087.52	7,653,087.52
2027	5.00%	380,000.00	19,000.00	399,000.00	4,755,000.00	2,428,787.52	7,183,787.52
2028		-	-	-	4,570,000.00	2,222,187.52	6,792,187.52
2029		-	-	-	4,338,624.46	2,024,900.02	6,363,524.48
2030		-	-	-	4,046,375.54	1,860,787.52	5,907,163.06
2031		-	-	-	4,075,000.00	1,719,225.02	5,794,225.02
2032		-	-	-	4,195,000.00	1,599,650.02	5,794,650.02
2033		-	-	-	4,320,000.00	1,473,518.76	5,793,518.76
2034		-	-	-	4,460,000.00	1,341,031.26	5,801,031.26
2035		-	-	-	4,585,000.00	1,211,968.76	5,796,968.76
2036		-	-	-	4,725,000.00	1,074,381.28	5,799,381.28
2037		-	-	-	4,395,000.00	932,468.76	5,327,468.76
2038		-	-	-	2,925,000.00	798,818.76	3,723,818.76
2039		-	-	-	3,005,000.00	716,418.76	3,721,418.76
2040		-	-	-	3,090,000.00	630,443.76	3,720,443.76
2041		-	-	-	3,180,000.00	540,668.76	3,720,668.76
2042		-	-	-	3,270,000.00	448,131.26	3,718,131.26
2043		-	-	-	3,370,000.00	351,425.12	3,721,425.12
2044		-	-	-	2,270,000.00	251,631.26	2,521,631.26
2045		-	-	-	1,170,000.00	192,168.76	1,362,168.76
2046		-	-	-	1,195,000.00	167,306.26	1,362,306.26
2047		-	-	-	1,220,000.00	141,912.50	1,361,912.50
2048		-	-	-	1,245,000.00	115,987.50	1,360,987.50
2049		-	-	-	1,275,000.00	87,975.00	1,362,975.00
2050		-	-	-	1,305,000.00	59,287.50	1,364,287.50
2051		-	-	-	1,330,000.00	29,925.00	1,359,925.00
		1,715,000.00	266,000.00	1,981,000.00	97,280,000.00	34,284,362.72	131,564,362.72

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

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

Expenditures for:	**FY 2022**	**FY 2023**
(1) Notices required by law to be published in a newspaper by the City or a representative of the City	41,100.00	38,218.00
(2) directly or indirectly influencing or attempting to influence the outcome of legislation of administrative action, as those terms are defined in Section 305.002, Government Code	-	-

2022 Tax Rate Calculation Worksheet
Taxing Units Other Than School Districts or Water Districts

Form 50-856

City of sherman
Taxing Unit Name

903-892-7300
Phone *(area code and number)*

220 W. Mulberry St., Sherman, TX 75090
Taxing Unit's Address, City, State, ZIP Code

www.ci.sherman.tx.us
Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet		Amount/Rate
1.	**2021 total taxable value.** Enter the amount of 2021 taxable value on the 2021 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).[1]		$ 4,129,310,823
2.	**2021 tax ceilings.** Counties, cities and junior college districts. Enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step.[2]		$ 471,924,673
3.	**Preliminary 2021 adjusted taxable value.** Subtract Line 2 from Line 1.		$ 3,657,386,150
4.	**2021 total adopted tax rate.**		$ .489 /$100
5.	**2021 taxable value lost because court appeals of ARB decisions reduced 2021 appraised value.**		
	A. **Original 2021 ARB values:**	$ 54,647,270	
	B. **2021 values resulting from final court decisions:**	- $ 53,418,135	
	C. **2021 value loss.** Subtract B from A.[3]		$ 1,229,135
6.	**2021 taxable value subject to an appeal under Chapter 42, as of July 25.**		
	A. **2021 ARB certified value:**	$ 73,491,737	
	B. **2021 disputed value:**	- $ 11,023,761	
	C. **2021 undisputed value.** Subtract B from A.[4]		$ 62,467,976
7.	**2021 Chapter 42 related adjusted values.** Add Line 5C and Line 6C.		$ 63,697,111

[1] Tex. Tax Code §26.012(14)
[2] Tex. Tax Code §26.012(14)
[3] Tex. Tax Code §26.012(13)
[4] Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	**2021 taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7.	$ 3,721,083,261
9.	**2021 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2021.** Enter the 2021 value of property in deannexed territory. [5]	$ 156,495
10.	**2021 taxable value lost because property first qualified for an exemption in 2022.** If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2022 does not create a new exemption or reduce taxable value. **A. Absolute exemptions.** Use 2021 market value: $ 3,892,503 **B. Partial exemptions.** 2022 exemption amount or 2022 percentage exemption times 2021 value: + $ 8,945,151 **C. Value loss.** Add A and B. [6]	$ 12,837,654
11.	**2021 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2022.** Use only properties that qualified in 2022 for the first time; do not use properties that qualified in 2021. **A. 2021 market value:** $ 193,388 **B. 2022 productivity or special appraised value:** - $ 0 **C. Value loss.** Subtract B from A. [7]	$ 193,388
12.	**Total adjustments for lost value.** Add Lines 9, 10C and 11C.	$ 13,187,537
13.	**2021 captured value of property in a TIF.** Enter the total value of 2021 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2021 taxes were deposited into the tax increment fund. [8] If the taxing unit has no captured appraised value in line 18D, enter 0.	$ 190,352,177
14.	**2021 total value.** Subtract Line 12 and Line 13 from Line 8.	$ 3,517,543,547
15.	**Adjusted 2021 total levy.** Multiply Line 4 by Line 14 and divide by $100.	$ 17,200,788
16.	**Taxes refunded for years preceding tax year 2021.** Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2021. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. [9]	$ 17,978
17.	**Adjusted 2021 levy with refunds and TIF adjustment.** Add Lines 15 and 16. [10]	$ 17,218,766
18.	**Total 2022 taxable value on the 2022 certified appraisal roll today.** This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. [11] **A. Certified values:** $ 4,918,058,459 **B. Counties:** Include railroad rolling stock values certified by the Comptroller's office: + $ _____ **C. Pollution control and energy storage system exemption:** Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - $ _____ **D. Tax increment financing:** Deduct the 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2022 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. [12] - $ 241,280,922 **E. Total 2022 value.** Add A and B, then subtract C and D.	$ 4,676,777,537

[5] Tex. Tax Code §26.012(15)
[6] Tex. Tax Code §26.012(15)
[7] Tex. Tax Code §26.012(15)
[8] Tex. Tax Code §26.03(c)
[9] Tex. Tax Code §26.012(13)
[10] Tex. Tax Code §26.012(13)
[11] Tex. Tax Code §26.012, 26.04(c-2)
[12] Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	**Total value of properties under protest or not included on certified appraisal roll.** [13] **A.** **2022 taxable value of properties under protest.** The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [14] ..... $ 67,523,802 **B.** **2022 value of properties not under protest or included on certified appraisal roll.** The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. [15] ..... + $ 0 **C.** **Total value under protest or not certified.** Add A and B.	$ 67,523,802
20.	**2022 tax ceilings.** Counties, cities and junior colleges enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step.[16]	$ 507,262,048
21.	**2022 total taxable value.** Add Lines 18E and 19C. Subtract Line 20. [17]	$ 4,237,039,291
22.	**Total 2022 taxable value of properties in territory annexed after Jan. 1, 2021.** Include both real and personal property. Enter the 2022 value of property in territory annexed. [18]	$ 22,266
23.	**Total 2022 taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in 2021. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2021 and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for 2022. [19]	$ 101,404,367
24.	**Total adjustments to the 2022 taxable value.** Add Lines 22 and 23.	$ 101,426,633
25.	**Adjusted 2022 taxable value.** Subtract Line 24 from Line 21.	$ 4,135,612,658
26.	**2022 NNR tax rate.** Divide Line 17 by Line 25 and multiply by $100. [20]	$ .416353 /$100
27.	**COUNTIES ONLY.** Add together the NNR tax rates for each type of tax the county levies. The total is the 2022 county NNR tax rate. [21]	$ _____ /$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	**2021 M&O tax rate.** Enter the 2021 M&O tax rate.	$ .305577 /$100
29.	**2021 taxable value, adjusted for actual and potential court-ordered adjustments.** Enter the amount in Line 8 of the *No-New-Revenue Tax Rate Worksheet.*	$ 3,721,083,261

[13] Tex. Tax Code §26.01(c) and (d)
[14] Tex. Tax Code §26.01(c)
[15] Tex. Tax Code §26.01(d)
[16] Tex. Tax Code §26.012(6)(B)
[17] Tex. Tax Code §26.012(6)
[18] Tex. Tax Code §26.012(17)
[19] Tex. Tax Code §26.012(17)
[20] Tex. Tax Code §26.04(c)
[21] Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	**Total 2021 M&O levy.** Multiply Line 28 by Line 29 and divide by $100	$ 11,370,775
31.	**Adjusted 2021 levy for calculating NNR M&O rate.**	
	A. M&O taxes refunded for years preceding tax year 2021. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. + $ 12,746	
	B. 2021 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2022 captured appraised value in Line 18D, enter 0. – $ 846,605	
	C. 2021 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- $	
	D. 2021 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. $ (833,859)	
	E. Add Line 30 to 31D.	$ 10,536,916
32.	**Adjusted 2022 taxable value.** Enter the amount in Line 25 of the *No-New-Revenue Tax Rate Worksheet.*	$ 4,135,612,658
33.	**2022 NNR M&O rate (unadjusted).** Divide Line 31E by Line 32 and multiply by $100.	$ .254785 /$100
34.	**Rate adjustment for state criminal justice mandate.** [23]	
	A. 2022 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. $	
	B. 2021 state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. – $	
	C. Subtract B from A and divide by Line 32 and multiply by $100. $ /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.	$ /$100
35.	**Rate adjustment for indigent health care expenditures.** [24]	
	A. 2022 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. $	
	B. 2021 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state assistance received for the same purpose. – $	
	C. Subtract B from A and divide by Line 32 and multiply by $100. $ /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.	$ /$100

[22] [Reserved for expansion]
[23] Tex. Tax Code §26.044
[24] Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	**Rate adjustment for county indigent defense compensation.** [25]	
	A. **2022 indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose. . . . . $ _____	
	B. **2021 indigent defense compensation expenditures.** Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state grants received by the county for the same purpose. . . . . $ _____	
	C. Subtract B from A and divide by Line 32 and multiply by $100. . . . . $ _____/$100	
	D. Multiply B by 0.05 and divide by Line 32 and multiply by $100. . . . . $ _____/$100	
	E. Enter the lesser of C and D. If not applicable, enter 0.	$ _____/$100
37.	**Rate adjustment for county hospital expenditures.** [26]	
	A. **2022 eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022. . . . . $ _____	
	B. **2021 eligible county hospital expenditures.** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2020 and ending on June 30, 2021. . . . . $ _____	
	C. Subtract B from A and divide by Line 32 and multiply by $100. . . . . $ _____/$100	
	D. Multiply B by 0.08 and divide by Line 32 and multiply by $100. . . . . $ _____/$100	
	E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	$ _____/$100
38.	**Rate adjustment for defunding municipality.** This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information.	
	A. **Amount appropriated for public safety in 2021.** Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year . . . . . $ _____	
	B. **Expenditures for public safety in 2021.** Enter the amount of money spent by the municipality for public safety during the preceding fiscal year . . . . . $ _____	
	C. Subtract B from A and divide by Line 32 and multiply by $100 . . . . . $ _____/$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.	$ _____/$100
39.	**Adjusted 2022 NNR M&O rate.** Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	$ .254785/$100
40.	**Adjustment for 2021 sales tax specifically to reduce property taxes.** Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2021 should complete this line. These entities will deduct the sales tax gain rate for 2022 in Section 3. Other taxing units, enter zero.	
	A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2021, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent . . . . . $ 6,693,255	
	B. Divide Line 40A by Line 32 and multiply by $100 . . . . . $ .161844/$100	
	C. Add Line 40B to Line 39.	$ .416629/$100
41.	**2022 voter-approval M&O rate.** Enter the rate as calculated by the appropriate scenario below. **Special Taxing Unit.** If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. **- or -** **Other Taxing Unit.** If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	$ .431211/$100

[25] Tex. Tax Code §26.0442
[26] Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	***Disaster Line 41 (D41):* 2022 voter-approval M&O rate for taxing unit affected by disaster declaration.** If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. [27] If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	$ _____/$100
42.	**Total 2022 debt to be paid with property taxes and additional sales tax revenue.** Debt means the interest and principal that will be paid on debts that: **(1)** are paid by property taxes, **(2)** are secured by property taxes, **(3)** are scheduled for payment over a period longer than one year, and **(4)** are not classified in the taxing unit's budget as M&O expenses. **A. Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2022, verify if it meets the amended definition of debt before including it here. [28] Enter debt amount ..... $ 8,450,388 **B.** Subtract **unencumbered fund amount** used to reduce total debt. ..... – $ _____ **C.** Subtract **certified amount spent from sales tax to reduce debt** (enter zero if none) ..... – $ _____ **D.** Subtract **amount paid** from other resources ..... – $ _____ **E. Adjusted debt.** Subtract B, C and D from A.	$ 8,450,388
43.	**Certified 2021 excess debt collections.** Enter the amount certified by the collector. [29]	$ 0
44.	**Adjusted 2022 debt.** Subtract Line 43 from Line 42E.	$ 8,450,388
45.	**2022 anticipated collection rate.** **A.** Enter the 2022 anticipated collection rate certified by the collector. [30] ..... 97.49 % **B.** Enter the 2021 actual collection rate. ..... 97.69 % **C.** Enter the 2020 actual collection rate. ..... 97.39 % **D.** Enter the 2019 actual collection rate. ..... 97.38 % **E.** If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. [31]	97.49 %
46.	**2022 debt adjusted for collections.** Divide Line 44 by Line 45E.	$ 8,667,954
47.	**2022 total taxable value.** Enter the amount on Line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$ 4,237,039,291
48.	**2022 debt rate.** Divide Line 46 by Line 47 and multiply by $100.	$ .204576 /$100
49.	**2022 voter-approval tax rate.** Add Lines 41 and 48.	$ .635787 /$100
D49.	***Disaster Line 49 (D49):* 2022 voter-approval tax rate for taxing unit affected by disaster declaration.** Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	$ _____/$100

[27] Tex. Tax Code §26.042(a)
[28] Tex. Tax Code §26.012(7)
[29] Tex. Tax Code §26.012(10) and 26.04(b)
[30] Tex. Tax Code §26.04(b)
[31] Tex. Tax Code §§26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	**COUNTIES ONLY.** Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2022 county voter-approval tax rate.	$ _____/$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	**Taxable Sales.** For taxing units that adopted the sales tax in November 2021 or May 2022, enter the Comptroller's estimate of taxable sales for the previous four quarters. [32] Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2021, enter 0.	$ _____
52.	**Estimated sales tax revenue.** Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. [33] **Taxing units that adopted the sales tax in November 2021 or in May 2022.** Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. [34] **- or -** **Taxing units that adopted the sales tax before November 2021.** Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	$ 7,027,333
53.	**2022 total taxable value.** Enter the amount from Line 21 of the *No-New-Revenue Tax Rate Worksheet*.	$ 4,237,039,291
54.	**Sales tax adjustment rate.** Divide Line 52 by Line 53 and multiply by $100.	$ .165855/$100
55.	**2022 NNR tax rate, unadjusted for sales tax.** [35] Enter the rate from Line 26 or 27, as applicable, on the *No-New-Revenue Tax Rate Worksheet*.	$ .416353/$100
56.	**2022 NNR tax rate, adjusted for sales tax.** **Taxing units that adopted the sales tax in November 2021 or in May 2022.** Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2021.	$ _____/$100
57.	**2022 voter-approval tax rate, unadjusted for sales tax.** [36] Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the *Voter-Approval Tax Rate Worksheet*.	$ .635787/$100
58.	**2022 voter-approval tax rate, adjusted for sales tax.** Subtract Line 54 from Line 57.	$ .469932/$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	**Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ. [37] The taxing unit shall provide its tax assessor-collector with a copy of the letter. [38]	$ _____
60.	**2022 total taxable value.** Enter the amount from Line 21 of the *No-New-Revenue Tax Rate Worksheet*.	$ _____
61.	**Additional rate for pollution control.** Divide Line 59 by Line 60 and multiply by $100.	$ _____/$100
62.	**2022 voter-approval tax rate, adjusted for pollution control.** Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	$ _____/$100

[32] Tex. Tax Code §26.041(d)
[33] Tex. Tax Code §26.041(i)
[34] Tex. Tax Code §26.041(d)
[35] Tex. Tax Code §26.04(c)
[36] Tex. Tax Code §26.04(c)
[37] Tex. Tax Code §26.045(d)
[38] Tex. Tax Code §26.045(i)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years. [39] In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

The difference between the adopted tax rate and voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020; [40]
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a); [41] or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval. [42]

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. [43]

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	**2021 unused increment rate.** Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate. If the number is less than zero, enter zero.	$ .033884 /$100
64.	**2020 unused increment rate.** Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2021, enter zero.	$ 0 /$100
65.	**2019 unused increment rate.** Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2021, enter zero.	$ 0 /$100
66.	**2022 unused increment rate.** Add Lines 63, 64 and 65.	$ .033884 /$100
67.	**2022 voter-approval tax rate, adjusted for unused increment rate.** Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	$ .503816 /$100

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise $500,000, and the current debt rate for a taxing unit. [44]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [45]

Line	De Minimis Rate Worksheet	Amount/Rate
68.	**Adjusted 2022 NNR M&O tax rate.** Enter the rate from Line 39 of the *Voter-Approval Tax Rate Worksheet*	$ _____ /$100
69.	**2022 total taxable value.** Enter the amount on Line 21 of the *No-New-Revenue Tax Rate Worksheet*.	$ _____
70.	**Rate necessary to impose $500,000 in taxes.** Divide $500,000 by Line 69 and multiply by $100.	$ _____ /$100
71.	**2022 debt rate.** Enter the rate from Line 48 of the *Voter-Approval Tax Rate Worksheet*.	$ _____ /$100
72.	**De minimis rate.** Add Lines 68, 70 and 71.	$ _____ /$100

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.[46]

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year. [47]

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

[39] Tex. Tax Code §26.013(a)
[40] Tex. Tax Code §26.013(c)
[41] Tex. Tax Code §§26.0501(a) and (c)
[42] Tex. Local Gov't Code §120.007(d), effective Jan. 1, 2022
[43] Tex. Tax Code §26.063(a)(1)
[44] Tex. Tax Code §26.012(8-a)
[45] Tex. Tax Code §26.063(a)(1)
[46] Tex. Tax Code §26.042(b)
[47] Tex. Tax Code §26.042(f)

This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	**2021 adopted tax rate.** Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.*	$ _____/$100
74.	**Adjusted 2021 voter-approval tax rate.** Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2021 and the taxing unit calculated its 2021 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2021 worksheet due to a disaster, enter the 2021 voter-approval tax rate as calculated using a multiplier of 1.035 from Line 49. **- or -** If a disaster occurred prior to 2021 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2021, complete the separate *Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet* to recalculate the voter-approval tax rate the taxing unit would have calculated in 2021 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. [48] Enter the final adjusted 2021 voter-approval tax rate from the worksheet. **- or -** If the taxing unit adopted a tax rate above the 2021 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	$ _____/$100
75.	**Increase in 2021 tax rate due to disaster.** Subtract Line 74 from Line 73.	$ _____/$100
76.	**Adjusted 2021 taxable value.** Enter the amount in Line 14 of the *No-New-Revenue Tax Rate Worksheet.*	$ _____
77.	**Emergency revenue.** Multiply Line 75 by Line 76 and divide by $100.	$ _____
78.	**Adjusted 2022 taxable value.** Enter the amount in Line 25 of the *No-New-Revenue Tax Rate Worksheet.*	$ _____
79.	**Emergency revenue rate.** Divide Line 77 by Line 78 and multiply by $100. [49]	$ _____/$100
80.	**2022 voter-approval tax rate, adjusted for emergency revenue.** Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	$ _____/$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. ..... $ .416353 /$100
As applicable, enter the 2022 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).
Indicate the line number used: 26

Voter-approval tax rate. ..... $ .503816 /$100
As applicable, enter the 2022 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue).
Indicate the line number used: 67

De minimis rate. ..... $ _____/$100
If applicable, enter the 2022 de minimis rate from Line 72.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code. [50]

print here Mary Lawrence
Printed Name of Taxing Unit Representative

sign here Mary Lawrence
Taxing Unit Representative

7/28/2022
Date

[48] Tex. Tax Code §26.042(c)
[49] Tex. Tax Code §26.042(b)
[50] Tex. Tax Code §§26.04(c-2) and (d-2)

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 2.**

Meeting Date: 08/15/2022

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCE NO. 6509

Providing for the Levy of Ad Valorem Taxes for the City of Sherman, Texas, for the Tax Year 2022; Distributing the Same Among the Various Funds; Providing for a Penalty and Interest for Failure to Pay the Taxes Levied within the Time Provided by Law; providing for a Lien on all Real and Personal Property to Secure Payment of Taxes Due Thereon

Issue:

To introduce and hold a public hearing on the Ad Valorem Tax Rate proposed for the upcoming fiscal year, as required by the Texas Tax Code and Local Government Code

Background:

The no-new-revenue tax rate is the rate for the 2022 tax year that will raise the same amount of property tax revenue from the same properties in both the 2021 tax year and the 2022 tax year. The voter-approval rate is the highest tax rate that that may be adopted without holding an election to seek voter approval of the rate. This year's no-new-revenue tax rate is $0.416353/$100, with a voter-approval rate of $0.503816/$100 (with sales tax-in-lieu-of property tax adjustment). The actual total tax rate of $.466932/$100 is lower than last year's actual tax rate. The tax rate is split between a debt service component called Interest and Sinking (I&S) and a Maintenance & Operations (M&O) component. The debt rate is $0.204576/$100; and the M&O rate is $0.265356/$100.

Origination:

Director of Finance

Financial Consideration:

The proposed tax rate will generate approximately $21.9 million in property tax revenues.

Staff Recommendation:

Based on the Budget Workshop and discussion of the draft budget, the staff recommends a motion to adopt the ordinance setting the tax rate in the following form:

"I move that the property tax rate be increased by the adoption of a tax rate of $.469932/$100 which is effectively a 13% increase in the tax rate".

Alternatives:

Since notice has already been published, changing the proposed rates would require re-publication of the notice and setting an additional public hearing.

Attachments

Ordinance No. 6509

Notice About Tax Rates

ORDINANCE NO. 6509

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR THE LEVY OF AD VALOREM TAXES FOR THE CITY OF SHERMAN, TEXAS, FOR THE TAX YEAR 2022; DISTRIBUTING THE SAME AMONG THE VARIOUS FUNDS; PROVIDING FOR A PENALTY AND INTEREST FOR FAILURE TO PAY THE TAXES LEVIED WITHIN THE TIME PROVIDED BY LAW; PROVIDING FOR A LIEN ON ALL REAL AND PERSONAL PROPERTY TO SECURE PAYMENT OF TAXES DUE THEREON; PROVIDING A PENALTY CLAUSE, SAVINGS/ REPEALING 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.

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

SECTION 1. That the City Council hereby levies, approves and orders to be assessed and collected for the Tax Year 2022 beginning on January 1, 2022, and for each subsequent tax year until otherwise ordained, a Maintenance and Operations (M&O) ad valorem tax at the rate of $0.265356/$100 Dollars of taxable value and a debt service ad valorem tax at the rate of $0.204576/$100 Dollars of taxable value on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Sherman that is not exempt from taxation by the constitution and laws of the State of Texas, apportioned as follows, with each such component being separately approved by the City Council:

FOR GENERAL FUND EXPENDITURES, $0.265356 on each One Hundred Dollars ($100.00) assessed valuation of such property.

FOR DEBT SERVICE EXPENDITURES, $0.204576 on each One Hundred Dollars ($100.00) assessed valuation of such property.

The total tax rate of $0.469932 is based on one hundred percent (100%) market value on each One Hundred Dollars ($100.00) of assessed valuation of all taxable property within the City.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $10.57.

SECTION 2. That a penalty shall be charged and collected from all persons who do not pay their taxes prior to the first day of February, 2023. Penalty charges shall be in accordance with the following schedule.

If paid in February, 2023	6%
If paid in March, 2023	7%
If paid in April, 2023	8%
If paid in May, 2023	9%
If paid in June, 2023	10%
If paid on or after July 1, 2023	12%

All delinquent taxes shall accrue interest from the date of delinquency at the rate of one percent (1%) for each month or portion of a month the tax remains unpaid. Pursuant to Section 33.07 of the Texas Property Tax Code, an additional penalty of 20% of the amount of taxes, penalty and interest that remain due after July 1, 2023, shall be assessed to defray the cost of collection.

A tax imposed on tangible personal property that is delinquent on or after February 1 of the year in which it becomes delinquent shall incur an additional penalty sixty (60) days after the date the tax becomes delinquent. Pursuant to Section 33.11 of the Texas Property Tax Code, the tangible personal property taxes that remain delinquent on April 1 of the year in which they become delinquent shall incur an additional penalty of fifteen percent (20%) of the amount of taxes, penalty and interest due to defray the costs of collection.

The City shall have a lien on all taxable property located in the City to secure the payment of taxes, penalty and interest, and all costs of collection, assessed and levied hereby.

SECTION 3: Taxes are payable at the office of the Grayson County Tax Assessor/Collector. The City shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

SECTION 4: The tax roll, as presented to the City Council, together with any supplement thereto, is hereby accepted.

SECTION 5. All provisions of any ordinance in conflict with this Ordinance are hereby repealed; but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

SECTION 6. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional 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, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

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

INTRODUCED on this the 15th day of August, 2022.

ADOPTED on this the 15th day of August, 2022.

EFFECTIVE DATE on this the 15th day of August, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Notice About 2022 Tax Rates

Property Tax Rates in the City of Sherman

This notice concerns the 2022 property tax rates for the City of Sherman.

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

This year's no-new-revenue tax rate……$0.416353/$100

This year's voter-approval tax rate……$0.503816/$100

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

Unencumbered Fund Balances

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

Type of Fund	Balance	
Debt Service	$	59,421
General	$	13,123,909

Current Year Debt Service

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

Description of Debt	Principal or Contract Payment to be Paid From Property Taxes	Interest to be Paid From Property Taxes	Other Amounts to be Paid	Total Payment
2016 Certificate of Obligation	$ 330,000	$ 139,413	$ 587	$ 470,000
2017 Refunding Bond	$ 716,342	$ 186,535	$ 1,123	$ 904,000
2017 Certificate of Obligation	$ 367,620	$ 279,712	$ 668	$ 648,000
2018 Certificate of Obligation	$ 545,000	$ 650,006	$ 994	$ 1,196,000
2019 Certificate of Obligation	$ 505,000	$ 659,363	$ 637	$ 1,165,000
2021 Tax Notes	$ 315,000	$ 53,200	$ 800	$ 369,000
2021 Certificate of Obligation	$ 600,000	$ 761,969	$ 1,031	$ 1,363,000
2022 Tax Notes	$ 310,000	$ 85,750	$ 250	$ 396,000
2023 Certificate of Obligation	$ 606,487	$ 555,000	$ 513	$ 1,162,000
2023 Tax Notes	$ 697,003	$ 79,896	$ 489	$ 777,388

Total required for 2022 debt service	$	8,450,388
- Amount paid from funds listed in unencumbered funds	$	-
- Amount paid from other resources	$	-
- Excess collections last year	$	-
= Total to be paid from taxes in 2022	$	8,450,388
' + Amount added in anticipation that the taxing unit will collect only 97% of its taxes in 2022		97%
= Total Debt Levy	$	8,667,954

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

Mary Lawrence,

Director of Finance

July 28, 2022

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 3.**

Meeting Date: 08/15/2022

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6510, 6511, 6512, 6513, 6514, 6515, 6516, 6517 & 6518

Issue:

D. 4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6510**
Amending Chapter 9 of the Code of Ordinances, entitled "Personnel", Article 9.05, entitled "Civil Service for Firefighters and Police Officers", at Section 9.05.026, entitled "Authorized Number of Positions", to Revise the Number of Authorized Positions in the Police Department and the Fire Department; Providing for Inclusion in the Code of Ordinances

D. 5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6511**
Approving the 2022 - 23 Annual Service Plan Update for the Bel Air Village Public Improvement District

D. 6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6512**
Amending Chapter 3 (Building Regulations), ARTICLE 3.12 (Flood Damage Prevention) of the Code of Ordinances, City of Sherman, Texas; Establishing New Regulations Designed to Minimize Flood Losses; Defining Terms; Delegating Authority to the Floodplain Administrator; Requiring a Floodplain Development Permit; Setting Forth Variances Procedures; Establishing Flood Hazard Reduction Standards; Adopting Flood Insurance Rate Maps; Providing for Inclusion in the Code of Ordinances; Providing A Savings/Repealing Clause, Severability Clause And An Effective Date

D. 7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6513**
Ordering an Election of the Qualified Voters of the City of Sherman, Texas, on the 8th day of November, 2022, for the Purpose of Electing Two (2) District City Council Members for Said City; Providing That Said Election Shall be Held Jointly with Grayson County, Texas; Designating Election Precincts; Appointing Election Officials; Providing for Notice of Said Election; Providing for the Use of Direct Recording Electronic Voting Equipment; Providing for Early Voting

D. 8. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6514**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District located at 715 North Elm Street, being Lot 18, L.C. Chapman's Additon (DP Capstone LLC, Owner; Austin Hoover, Representative; HD Design Build, Designer; and Sartin Surveying, LLC, Surveyor); Providing a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 9. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6515**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Montessori School, Ages 3-12 in a C-1 (Retail Business) District/O-1.1 (F.M. Highway 1417) Overlay District at 5615 North FM 1417 (Heritage Parkway), being 3.00 acres in the John Goode Survey, Abstract No. 468 (Gregg Holbrook, Owner; Baylee Kowert, Applicant; and Helvey-Wagner Surveying, Inc, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

D. 10. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6516**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District located at 2305 and 2615 Graystone Drive, being 19.95 acres in the Samuel M. McGlothlin Survey, Abstract No. 811 (Lloyd Plyler Construction LLP, Owner; Terrin Bertholf, B & H Development, LLC, Prospective Buyer/Representative; and Manhard Engineering, Surveyor/Engineer); Providing a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 11. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6517**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow Patio Homes in an R-1 (One-Family Residential) District at 2305 and 2615 Graystone Drive, being 19.95 acres in the Samuel M. McGlothlin Survey, Abstract No. 811 (Lloyd Plyler Construction LLP, Owner; Terrin Bertholf, B & H Development, LLC, Prospective Buyer/Representative; and Manhard Engineering, Surveyor/Engineer); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00.

D. 12. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6518**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District located at 1016 East Cherry Street, being a portion of Lot 3, Block 2 of Hazelwood and Vaden Addition (Axalt Denison TX Holdings, LLC, Owner; Christopher Wyatt, Representative and CBG Surveying Texas LLC, Surveyor); Providing a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 1.**

Meeting Date: 08/15/2022

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6938

Approving and Adopting a Five-Year Capital Improvement Program for the City of Sherman, Texas

Issue:

To approve and adopt the City of Sherman's Capital Improvement Program 2022-2027

Background:

Article V, Section 10 of the City Charter requires that the City Council, by resolution, adopt a Capital Improvement Program. As required, before consideration of the resolution, the City published a summary of the Program and gave notice of a public hearing in a newspaper of general circulation in the City and also held the required public hearing on the Program.

Origination:

Finance Department

Financial Consideration:

The first year of projects for the General, Utility and Stormwater Capital Improvement Programs are included in the proposed fiscal year (FY) 2022-2023 budget. Therefore, there is no additional financial consideration to adopting the Capital Improvement Program.

Staff Recommendation:

The staff recommends approval of the five-year Capital Improvement Plan.

Alternatives:

The Council may amend the Program and then adopt the Program with or without amendments.

Attachments

Resolution No. 6938

Draft CIP 2022-2027

RESOLUTION NO. 6938

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

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

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

WHEREAS, the City Council met to review said plan on the 1st day of August, 2022, at a regular City Council meeting;

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

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

SECTION 2. That the effective date of this resolution shall be the 15th day of August, 2022.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 15th day of August, 2022.

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 & HULLET, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Capital Improvement Plan of the City of Sherman

October 1, 2022 - September 30, 2027

David Plyler, Mayor
Pamela Howeth, Deputy Mayor

Council Members
Daron Holland
Shawn Teamann
Josh Stevenson
Henry Marroquin
Juston Dobbs

CAPITAL IMPROVEMENT PROGRAM OF THE CITY OF SHERMAN

OCTOBER 1, 2022 - SEPTEMBER 30, 2027

CITY COUNCIL

David Plyler, Mayor
Pamela L. Howeth, Deputy Mayor

Council Members

Daron Holland
Shawn Teamann
Josh Stevenson
Justin Dobbs
Henry Marroquin

Robby Hefton, City Manager

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City of Sherman, Texas

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Sherman
CLASSIC TOWN. BROAD HORIZON.

MAYOR
DAVID PLYLER
DEPUTY MAYOR
PAMELA L. HOWETH

CITY COUNCIL
DARON HOLLAND
SHAWN TEAMANN
JOSH STEVENSON
JUSTON DOBBS
HENRY MARROQUIN

CITY MANAGER
ROBBY HEFTON

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

Subject: 2022-2023/2026-2027 Five-Year Capital Improvement Program

The Capital Improvement Program for the City of Sherman is submitted to you in compliance with Article V, Section IX of our Charter. This Five-Year Capital Improvement Program covers the planning period beginning October 1, 2022 through September 30, 2027.

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

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

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

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

Very truly yours,

Robby Hefton
City Manager

GENERAL SERVICES

PROJECT	FY 2023 Budgeted	FY 2024 Proposed	FY 2025 Proposed	FY 2026 Proposed	FY 2027 Proposed
ANIMAL SERVICES					
Replace Old Storage Building at Animal Shelter	$ 42,000	$ -	$ -	$ -	$ -
Total Animal Services	$ 42,000	$ -	$ -	$ -	$ -
ENGINEERING SERVICES					
Design & Construct Blanton Drive Storm Drainage System - Birge Street to McGee Street	$ 500,000	$ -	$ -	$ -	$ -
Sherman Street Improvements	$ 500,000	$ -	$ -	$ -	$ -
Bel Air Boulevard Construction	$ 1,500,000	$ -	$ -	$ -	$ -
Construct Beach Club Boulevard	$ 2,600,000	$ -	$ -	$ -	$ -
Construct & Install Erosion Protection Along Center Street Bridge at Post Oak Creek	$ 750,000	$ -	$ -	$ -	$ -
Phased Construction for Flanary Road - FM 1417 to Progress Drive	$ 3,900,000	$ -	$ -	$ -	$ -
Design & Construct Shepherd Drive - Shepherd Place Planned Development	$ 8,600,000	$ -	$ -	$ -	$ -
Phased Design & Construction of OB Groner - West of FM 1417	$ 500,000	$ -	$ -	$ -	$ -
Phased Construction of Lamberth Road - Shady Oaks to Friendship Road	$ 4,600,000	$ -	$ -	$ -	$ -
Design & Right-of-Way Acquisitions for FM 1417 - Hwy 56 to Travis Street	$ 3,300,000	$ -	$ -	$ -	$ -
Design & Right-of-Way Acquisitions for FM 1417 - US 75 to RR	$ 550,000	$ -	$ -	$ -	$ -
Construct Road for Crossroads Hospital Infrastructure	$ 750,000	$ -	$ -	$ -	$ -
TIF #2 - Downtown General Improvements	$ 600,000	$ -	$ -	$ -	$ -
Phased Construction of Progress Drive - Progress Rail to Flanary Road	$ 2,100,000	$ -	$ -	$ -	$ -
Right-of-Way Acquisitions & Construction of Moore Street - Park Avenue to Power Easement	$ 2,800,000	$ -	$ -	$ -	$ -
McGee Street Bridge - Erosion & Bridge Overlay Repairs	$ 150,000	$ 750,000	$ -	$ -	$ -
Phased Design & Construction of Friendship Road - Hwy 56 to Lamberth Road	$ 1,750,000	$ 200,000	$ 2,000,000	$ 3,500,000	$ 3,500,000
Phased Design & Construction of Flanary Road - 2,175 Feet South of Progress Drive to Shepherd Drive	$ 600,000	$ -	$ 5,400,000	$ 200,000	$ 1,800,000
Phased Design & Construction of Flanary Road - Widening 2,175 Feet South to Progress Drive	$ -	$ 300,000	$ 2,300,000	$ -	$ -
Fallon Drive Construction - Loy Lake West to US 75	$ -	$ 200,000	$ 1,700,000	$ -	$ -
Design & Construct Park Street - Lake Street to SH 11	$ -	$ -	$ 330,000	$ 2,765,000	$ -
Engineering & Construction of Fallon Drive to Dripping Springs	$ -	$ -	$ -	$ 110,000	$ 1,100,000
Total Engineering Services	$ 36,050,000	$ 1,450,000	$ 11,730,000	$ 6,575,000	$ 6,400,000
FIRE DEPARTMENT					
Multi-Station Updates Including Combining Fire Station No. 2 with Fire Station No. 1	$ 2,000,000	$ -	$ -	$ -	$ -
Install Emergency Backup Generators at Fire Station No. 3 & Fire Station No. 5	$ 125,000	$ -	$ -	$ -	$ -
Design & Construct Public Safety Training Facility at Fire Station No. 4	$ 250,000	$ 1,500,000	$ -	$ -	$ -

GENERAL SERVICES

PROJECT	FY 2023 Budgeted	FY 2024 Proposed	FY 2025 Proposed	FY 2026 Proposed	FY 2027 Proposed
Construction of New Fire Station	$ -	$ -	$ 6,500,000	$ -	$ -
Install Diesel Exhaust System at Fire Station No. 3	$ -	$ -	$ -	$ 60,000	$ -
Renovate Fire Station No. 3	$ -	$ -	$ -	$ -	$ 500,000
Total Fire Department	$ 2,375,000	$ 1,500,000	$ 6,500,000	$ 60,000	$ 500,000
SPECIAL SERVICES					
Land Purchase for Facilities	$ 2,000,000	$ -	$ -	$ -	$ -
Total Special Services	$ 2,000,000	$ -	$ -	$ -	$ -
INFORMATION TECHNOLOGY					
Install Enterprise Security Camera System for City Buildings	$ 33,000	$ 33,000	$ -	$ -	$ -
Total Information Technology	$ 33,000	$ 33,000	$ -	$ -	$ -
PARKS AND RECREATION					
Construct Outdoor Chapel at West Hill Cemetery	$ 45,000	$ -	$ -	$ -	$ -
Install Ballfield & Trail Lighting at Pecan Grove Athletic Complex	$ 1,350,000	$ -	$ -	$ -	$ -
Design & Build Northcreek Subdivision Park	$ 500,000	$ -	$ -	$ -	$ -
Install Trail Lighting & Restrooms at Pecan Grove East Park	$ 650,000	$ -	$ -	$ -	$ -
Replace Restroom at Fairview Park with Restroom-Concessions Building	$ 500,000	$ -	$ -	$ -	$ -
Replace Dirt Pump Track with Asphalt at Binkley Park	$ 350,000	$ -	$ -	$ -	$ -
Increase Electrical Service at Pecan Grove West Park	$ 175,000	$ -	$ -	$ -	$ -
Design & Build Shark Tooth Park - Post Oak Creek	$ 150,000	$ 4,000,000	$ -	$ -	$ -
Design & Construct Trails per Trails Master Plan	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000
Update Flooring & Walls at Taylor Street Gym	$ -	$ 375,000	$ -	$ -	$ -
Design & Install Additional Splash Pad - Location TBD	$ -	$ 800,000	$ -	$ -	$ -
Design & Install Large, All-Inclusive Playground at Pecan Grove East Park	$ -	$ 1,000,000	$ -	$ -	$ -
Install Restroom at Binkley Park	$ -	$ 350,000	$ -	$ -	$ -
Replace Sports Field Lighting - Old Settlers Park & Fairview Park	$ -	$ 1,600,000	$ -	$ -	$ -
Design & Build Multi-Generational Recreation Center	$ -	$ 150,000	$ 35,000,000	$ -	$ -
Expand Existing Skatepark at Hawn Park	$ -	$ 400,000	$ 300,000	$ -	$ -
Install Bridge Connecting Binkley Park to Lamar Street Greenspace	$ -	$ -	$ 200,000	$ -	$ -
Install Fishing Pier at Herman Baker Park	$ -	$ -	$ 650,000	$ -	$ -
Install Large Pavilion at Herman Baker Park	$ -	$ -	$ 550,000	$ -	$ -
Install Additional Dog Park	$ -	$ -	$ 150,000	$ -	$ -

GENERAL SERVICES

PROJECT	FY 2023 Budgeted	FY 2024 Proposed	FY 2025 Proposed	FY 2026 Proposed	FY 2027 Proposed
Land Acquisition for Neighborhood Park	$ -	$ -	$ 400,000	$ -	$ -
Land Acquisition for a Large Regional Park	$ -	$ -	$ -	$ 2,000,000	$ -
Develop Neighborhood Park on FY25 Land Acquisition	$ -	$ -	$ -	$ 1,000,000	$ -
Update Parks, Recreation, & Open Space Master Plan	$ -	$ -	$ -	$ 125,000	$ -
Design & Build New Outdoor Aquatic Center	$ -	$ -	$ -	$ -	$ 10,000,000
Design & Construct Large Regional Park on FY26 Land Acquisition	$ -	$ -	$ -	$ -	$ 8,000,000
Total Parks & Recreation	$ 4,470,000	$ 9,425,000	$ 38,000,000	$ 3,875,000	$ 18,750,000
POLICE DEPARTMENT					
Continue Implementation of Watchguard Video Evidence Software	$ 92,796	$ 92,796	$ 157,220	$ -	$ -
Total Police Department	$ 92,796	$ 92,796	$ 157,220	$ -	$ -
Total General Services	$45,062,796	$12,500,796	$56,387,220	$10,510,000	$25,650,000

UTILITY SERVICES

PROJECT	FY 2023 Budgeted	FY 2024 Proposed	FY 2025 Proposed	FY 2026 Proposed	FY 2027 Proposed
Oversizing Costs for Annual Water & Sewer Projects	$ 250,000	$ 300,000	$ 300,000	$ 300,000	$ 500,000
Lead & Copper Rule Revision - Phases II through VI	$ 63,000	$ 49,000	$ 27,000	$ 21,000	$ 21,000
Pape-Dawson Engineering Program Management	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ -	$ -
High Country Estates Water System Upgrades - Phase III	$ 60,000	$ 60,000	$ 70,000	$ -	$ -
Bel Air Construction - Phase II - 20" Surface Water Line	$ 2,220,000	$ 1,220,000	$ -	$ -	$ -
Relocate 2-MG Elevated Tank & Install New 36" Water Line - Shepherd to New Elevated Tank	$ 400,000	$ 8,000,000	$ -	$ -	$ -
Address Water Quality Improvements With Annual Line Replacements	$ 22,000	$ 1,830,000	$ -	$ -	$ -
Upsize Sewer Line West of Industrial Park Development	$ 570,000	$ 4,700,000	$ -	$ -	$ -
Annual Sewer Line Replacement - Westside Post Oak Creek	$ 80,000	$ 120,000	$ -	$ -	$ -
Improve WWTP Electrical System	$ 4,350,000	$ 550,000	$ -	$ -	$ -
Engineer, Design, & Construct Equalization Basin Blower Rehabilitation	$ 200,000	$ 1,810,000	$ -	$ -	$ -
Enhance WWTP Treatment System for Industrial Waste	$ 1,200,000	$ 12,000,000	$ -	$ -	$ -
Construct Pump Station for 100-Million Gallon Terminal Storage Reservoir	$ 800,000	$ -	$ 3,500,000	$ -	$ -
Increase UF/RO Capacity by 5-MGD at WTP	$ 11,000,000	$ -	$ -	$ -	$ -
Increase Existing Clearwell High Service Pump Capacity by 25-MGD at WTP	$ 5,000,000	$ -	$ -	$ -	$ -
Install Emergency Backup Generator at WTP - 25-MGD	$ 1,640,000	$ -	$ -	$ -	$ -
Install Emergency Backup Generator at LTPS - 25-MGD	$ 2,600,000	$ -	$ -	$ -	$ -
Upsize Raw Water Pump Station #1 to 25-MGD	$ 5,100,000	$ -	$ -	$ -	$ -
Construction Phase of Brine Disposal Line at WTP	$ 3,000,000	$ -	$ -	$ -	$ -
Install 6" Balance Line at Fairview Ground Storage Tank	$ 170,000	$ -	$ -	$ -	$ -
Construction Phase of 36" 1A Water Line - WTP to Shepherd Drive	$ 42,000,000	$ -	$ -	$ -	$ -
Construction Phase of 36" 1B Water Line - Future Friendship Road ROW	$ 16,000,000	$ -	$ -	$ -	$ -
Complete Shepherd/Farmington (Marilee) Water Line	$ 2,000,000	$ -	$ -	$ -	$ -
Complete Rex Cruse Elevated Tank Rehab	$ 420,000	$ -	$ -	$ -	$ -
Complete Deteriorated Southside Industrial Sewer Replacement	$ 5,500,000	$ -	$ -	$ -	$ -
City Portion for Shepherd Place Utilities	$ 530,000	$ -	$ -	$ -	$ -
Replace Downtown Sewer Lines - Phase I	$ 3,000,000	$ -	$ -	$ -	$ -
Install Heritage Ranch Sewer Line	$ 750,000	$ -	$ -	$ -	$ -
Replace Southeast Sherman Sewer Line - Rosedale to First Street	$ 1,000,000	$ -	$ -	$ -	$ -
Lift Station Flow Metering & SCADA Connect	$ 60,000	$ -	$ -	$ -	$ -
Install Sewer Line for Crossroads Hospital Infrastructure	$ 1,200,000	$ -	$ -	$ -	$ -
Expand Lab Facility at WWTP	$ 3,200,000	$ -	$ -	$ -	$ -
Install Emergency Backup Generator at WWTP	$ 2,060,000	$ -	$ -	$ -	$ -
Modular Office for Water Quality Department	$ 203,000	$ -	$ -	$ -	$ -
Replace Inverted Siphon Sewer Line Servicing Center Street Basin	$ -	$ 600,000	$ 4,130,000	$ -	$ -
Sludge Digester Complex Rehab/Replacement at WWTP	$ -	$ 550,000	$ 7,300,000	$ -	$ -
Rehabilitate Clarifier #3 at WWTP	$ -	$ 120,000	$ 1,000,000	$ -	$ -

UTILITY SERVICES

PROJECT	FY 2023 Budgeted	FY 2024 Proposed	FY 2025 Proposed	FY 2026 Proposed	FY 2027 Proposed
Grit Building NFPA Upgrades	$ -	$ 30,000	$ 290,000	$ -	$ -
Upgrade Post Oak WWTP From 16-MGD to 24-MGD	$ -	$ 8,000,000	$ -	$ 53,000,000	$ -
Construct Additional 30-MGD UF/RO Facility at WTP	$ -	$ 60,000,000	$ -	$ -	$ -
Remove & Replace Post Oak Sewer Line A	$ -	$ 2,200,000	$ -	$ -	$ -
Remove & Replace Post Oak Sewer Line B	$ -	$ 2,680,000	$ -	$ -	$ -
Construct 100-Million Gallon Emergency Storage Water Reservoir South of WTP	$ -	$ 5,000,000	$ -	$ -	$ -
Replace Plant Access Road at WWTP	$ -	$ 80,000	$ -	$ -	$ -
Additional Acquisitions for Northwest Sewer Expansion	$ -	$ -	$ 1,000,000	$ 500,000	$ -
Demolish Old Sludge Drying Beds	$ -	$ -	$ 250,000	$ -	$ -
Increase UF/RO Facility Capacity by 10-MGD	$ -	$ -	$ -	$ 3,100,000	$ 39,000,000
Engineering for Future 84" Raw Water Line From Lake Texoma to WTP	$ -	$ -	$ -	$ 2,600,000	$ -
WWTP Plant Pond Sampling & Rehabilitation	$ -	$ -	$ -	$ -	$ 20,000
Decant Lift Station Rehabilitation & Safety Improvements	$ -	$ -	$ -	$ -	$ 50,000
Total Utility Services	$ 117,648,000	$ 110,899,000	$ 18,867,000	$ 59,521,000	$ 39,591,000

STORMWATER SERVICES

PROJECT	FY 2023 Budgeted	FY 2024 Proposed	FY 2025 Proposed	FY 2026 Proposed	FY 2027 Proposed
Lamberth Bridges - Erosion Damage Repair & Deck Overlay	$ -	$ 130,000	$ -	$ -	$ -
Hillcrest/N. Woods Bridges - Erosion Damage Repair & Deck Overlay	$ -	$ 110,000	$ -	$ -	$ -
Taylor-Washington Bridges - Erosion Damage Repair & Deck Overlay	$ -	$ -	$ 135,000	$ -	$ -
Pecan/Ricketts/Centennial Bridges - Erosion Damage Repair & Deck Overlay	$ -	$ -	$ 95,000	$ -	$ -
Increase Culvert Capacity Under Gribble Street	$ -	$ -	$ -	$ 385,000	$ -
Total Stormwater Services	$ -	$ 240,000	$ 230,000	$ 385,000	$ -

RESOLUTION NO.

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

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

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

WHEREAS, the City Council met to review said plan on the 1st day of August, 2022, at a regular City Council meeting;

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

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

SECTION 2. That the effective date of this resolution shall be the 15th day of August, 2022.

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

PASSED AND APPROVED on this the _____ day of _____, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:

THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
NAME:_____
CITY ATTORNEY

CAPITAL BUDGET
2022 - 2027

GENERAL SERVICES
2022 - 2027

GENERAL SERVICES

CAPITAL BUDGET: 2022-2027

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

2022-2023

PROJECT YEAR: 2022 - 2023

REPLACE OLD STORAGE BUILDING AT ANIMAL SHELTER

DESCRIPTION:	**Replace old storage building with a larger, permanent structure.**
ESTIMATED COST:	**$42,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**The existing building is dilapidated and no longer large enough to meet department storage needs.**
DEPARTMENT/DIRECTOR:	**Police Chief, Jason Jeffcoat**

DESIGN & CONSTRUCT BLANTON DRIVE STORM DRAINAGE SYSTEM

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

PROJECT YEAR: 2022 - 2023

SHERMAN STREET IMPROVEMENTS

DESCRIPTION:	**Expand Sherman Street.**
ESTIMATED COST:	**$500,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**Project will expand the narrow street to better serve development to the south.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

BEL AIR BOULEVARD CONSTRUCTION

DESCRIPTION:	**Continue construction to extend four-lane boulevard through Phase II of development.**
ESTIMATED COST:	**$1,500,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**Project is included in the master development agreement, as well as recommended by the 2020 Grayson County Thoroughfare Plan.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PROJECT YEAR: 2022 - 2023

CONSTRUCT BEACH CLUB BOULEVARD

DESCRIPTION:	Construction phase of Beach Club Boulevard, a proposed extension of a two-lane street to a four-lane boulevard Legacy Boulevard to Bel Air Boulevard.
ESTIMATED COST:	$2,600,000
PROPOSED FINANCING:	Certificates of Obligation / Impact Fees
PROJECT NECESSITY:	This project is included in the master development agreement with the developer, in order to provide traffic flow for the surrounding neighborhood growth.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

CONSTRUCT & INSTALL EROSION PROTECTION ALONG CENTER STREET BRIDGE

DESCRIPTION:	Construction and installation of erosion protection along the Center Street Bridge embankment at Post Oak Creek.
ESTIMATED COST:	$750,000
PROPOSED FINANCING:	Certificates of Obligation / Impact Fees
PROJECT NECESSITY:	This bridge was identified in the 2016 Bridge Inventory, Inspection, and Appraisal Program as needing repair.
DEPARTMENT/DIRECTOR:	Director of Engineering, Wayne Lee

PROJECT YEAR: 2022 - 2023

PHASED CONSTRUCTION FOR FLANARY ROAD - FM 1417 TO PROGRESS DRIVE

DESCRIPTION:	**Phased construction of Flanary Road between FM 1417 and Progress Road.**
ESTIMATED COST:	**$3,900,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**The 2020 Grayson County Thoroughfare Plan has identified this project to address growth in the area.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

DESIGN & CONSTRUCT SHEPHERD DRIVE - SHEPHERD PLACE PLANNED DEVELOPMENT

DESCRIPTION:	**Design and construction of two lanes of ultimately a six-lane boulevard, adjacent to Shepherd Place development.**
ESTIMATED COST:	**$8,600,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**Shepherd Drive is included in the Sherman's master thoroughfare plan to ultimately upgrade to a six-lane boulevard. This funding assists with the construction of two of the six lanes.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PROJECT YEAR: 2022 - 2023

PHASED DESIGN & CONSTRUCTION OF OB GRONER - WEST OF FM 1417

DESCRIPTION:	**Phased design and construction of OB Groner Road, west of FM 1417, including full intersection and two-lane road.**
ESTIMATED COST:	**$500,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**The 2020 Grayson County Thoroughfare Plan has identified this project to address growth in the area.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PHASED CONSTRUCTION OF LAMBERTH ROAD - SHADY OAKS TO FRIENDSHIP ROAD

DESCRIPTION:	**Phased construction to expand and extend Lamberth Road from Shady Oaks to Friendship Road.**
ESTIMATED COST:	**$4,600,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**This project will assist in the areas of development in West Sherman. The 2020 updated Grayson County Thoroughfare Plan recommended a major thoroughfare between FM 1417 and SH 289.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PROJECT YEAR: 2022 - 2023

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

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

DESIGN & ROW ACQUISITIONS FOR FM 1417 - US 75 TO RAILROAD

DESCRIPTION:	**Design & right-of-way acquisitions necessary for TxDOT funding on this thoroughfare.**
ESTIMATED COST:	**$550,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**Traffic volume on the thoroughfare has significantly increased and planning for improvements is required to account for growth.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PROJECT YEAR: 2022 - 2023

CONSTRUCT ROAD FOR CROSSROADS HOSPITAL INFRASTRUCTURE

DESCRIPTION:	**Construct a road for the Crossroads hospital infrastructure.**
ESTIMATED COST:	**$750,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**Road will be necessary for secondary access to the west side of future hospital facility.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

DOWNTOWN GENERAL IMPROVEMENTS

DESCRIPTION:	**General improvements in the reinvestment zone at Sherman Crossroads.**
ESTIMATED COST:	**$600,000**
PROPOSED FINANCING:	**TIRZ #2 Construction Fund**
PROJECT NECESSITY:	**Council has requested TIRZ #2 revenue and fund balance to be used for infrastructure improvements in Downtown Sherman.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PROJECT YEAR: 2022 - 2023

PHASED CONSTRUCTION OF PROGRESS DRIVE - PROGRESS RAIL TO FLANARY ROAD

DESCRIPTION:	**Phased construction of Progress Drive between Progress Rail and Flanary Road.**
ESTIMATED COST:	**$2,100,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**The 2020 Grayson County Thoroughfare Plan has identified this project to address growth in the industrial park.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

ROW ACQUISITIONS & CONSTRUCTION OF MOORE STREET EXTENSION

DESCRIPTION:	**Construction will extend Moore Street north between Park Avenue to Center Street and will only include two of the four lanes. Future development will determine additional phases.**
ESTIMATED COST:	**$2,800,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**Project is part of a minor thoroughfare, recommended by the the 2020 Grayson County Thoroughfare Plan, to connect FM 1417 to Park Street.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PROJECT YEAR: 2022 - 2023

MCGEE STREET BRIDGE - EROSION & BRIDGE OVERLAY REPAIRS

DESCRIPTION:	**Repairs of erosion damage and overlay bridge decking on McGee Street Bridge at Post Oak Creek.**
ESTIMATED COST:	**$150,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**This bridge was identified in the 2016 Bridge Inventory, Inspection, and Appraisal Program as in need of repair, due to safety and expanding growth needs.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

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

DESCRIPTION:	**Begin phased design and construction of Friendship Road between SH 56 and Lamberth Road.**
ESTIMATED COST:	**$1,750,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**This project is included in the 2020 Grayson County Thoroughfare Plan.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PROJECT YEAR: 2022 - 2023

DESIGN & CONSTRUCTION OF FLANARY ROAD - PROGRESS TO SHEPHERD

DESCRIPTION:	**Design and construction of Flanary Road, 2,175 feet south of Progress Drive.**
ESTIMATED COST:	**$600,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**This project is included in the 2020 Grayson County Thoroughfare Plan.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

MULTI-STATION UPDATES INCLUDING COMBINING FIRE STATIONS NO. 1 & NO. 2

DESCRIPTION:	**Combining fire station No. 2 with fire station No. 1 (Central Fire Station); Miscellaneous updates to fire stations No. 1, 3 and 5.**
ESTIMATED COST:	**$2,000,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Moving fire station No. 2 personnel to Central Fire Station will increase personnel per apparatus, increasing safety and efficiency on scene. Multi-station updates necessary to accommodate increasing staff and City growth.**
DEPARTMENT/DIRECTOR:	**Fire Chief, Danny Jones**

PROJECT YEAR: 2022 - 2023

INSTALL EMERGENCY BACKUP GENERATORS AT FIRE STATIONS NO. 3 & NO. 5

DESCRIPTION:	**Installation of emergency backup generators at fire station No. 3 and fire station No. 5.**
ESTIMATED COST:	**$125,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Necessary to assure fire stations maintain power during severe weather events and widespread loss of power across the City.**
DEPARTMENT/DIRECTOR:	**Fire Chief, Danny Jones**

DESIGN & CONSTRUCT PUBLIC SAFETY TRAINING FACILITY AT FIRE STATION NO. 4

DESCRIPTION:	**Design phase for the construction of a public safety training facility at fire station No. 4, including a tower, burn buildings, and classroom.**
ESTIMATED COST:	**$250,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Replacement for former facility demolished due to dilapidation. Additionally, facility would be a potential shared use location with Grayson County.**
DEPARTMENT/DIRECTOR:	**Fire Chief, Danny Jones**

PROJECT YEAR: 2022 - 2023

LAND PURCHASE FOR FUTURE FACILITIES

DESCRIPTION:	**Purchase land to address facility needs of various City departments.**
ESTIMATED COST:	**$2,000,000**
PROPOSED FINANCING:	**Certificates of Obligation**
PROJECT NECESSITY:	**Growth will soon require expansion of City facilities to accommodate increasing staff and City needs.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

INSTALL ENTERPRISE SECURITY CAMERA SYSTEM FOR CITY BUILDINGS

DESCRIPTION:	**Installation of an enterprise security camera system to standardize into one security system across City facilities.**
ESTIMATED COST:	**$33,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Current systems are not of enterprise quality and have resulted in a loss of sensitive footage, increasing legal risk.**
DEPARTMENT/DIRECTOR:	**Finance Director, Mary Lawrence**

PROJECT YEAR: 2022 - 2023

CONSTRUCT OUTDOOR CHAPEL AT WEST HILL CEMETERY

DESCRIPTION:	**Construct a 30 x 40 pavilion-style, outdoor chapel at West Hill Cemetery.**
ESTIMATED COST:	**$45,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Chapel will provide for gravesite services during inclement weather.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

INSTALL BALLFIELD & TRAIL LIGHTING AT PECAN GROVE ATHLETIC COMPLEX

DESCRIPTION:	**Construct shade structures for both the playground and field stands at Pecan Grove Athletic Complex.**
ESTIMATED COST:	**$1,350,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**The project is consistent with the Comprehensive Master Plan and will allow for increased use at night.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

PROJECT YEAR: 2022 - 2023

DESIGN & BUILD NORTHCREEK SUBDIVISION PARK

DESCRIPTION:	**Design and build a recreational park located in Northcreek subdivision on land donated, including installation of donated playground equipment.**
ESTIMATED COST:	**$500,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**To utilize donations to provide a park for the Northcreek subdivision. This project is consistent with the Comprehensive Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

INSTALL TRAIL LIGHTING & RESTROOMS AT PECAN GROVE EAST PARK

DESCRIPTION:	**Install trail lighting and restroom facilities at Pecan Grove East Park.**
ESTIMATED COST:	**$650,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Necessary to provide amenities essential for increasing park usage. This project is consistent with the Comprehensive Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

PROJECT YEAR: 2022 - 2023

REPLACE RESTROOM AT FAIRVIEW PARK WITH RESTROOM-CONCESSIONS BUILDING

DESCRIPTION:	**Replace existing restroom structure at Fairview Park with a restroom-concessions facility.**
ESTIMATED COST:	**$500,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Current restroom facility has reached the end of its useful life. Replacement with a restroom-concessions facility will better serve those using softball fields at Fairview Park.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

INCREASE ELECTRICAL SERVICE AT PECAN GROVE WEST PARK

DESCRIPTION:	**Install additional electrical service at Pecan Grove West Park.**
ESTIMATED COST:	**$175,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Park events currently require the rental of generators for power sources. Increasing electrical capabilities at Pecan Grove West will improve electrical access and reduce costs.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

PROJECT YEAR: 2022 - 2023

REPLACE DIRT PUMP TRACK WITH ASPHALT AT BINKLEY PARK

DESCRIPTION:	**Replace existing dirt pump track at Binkley Park with an asphalt pump track.**
ESTIMATED COST:	**$350,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**The current dirt pump track can only accommodate bicycles and requires frequent maintenance. An asphalt pump track will expand usage to include skateboards, etc. Additionally, less maintenance will increase useful life and lower costs.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

DESIGN & BUILD SHARK TOOTH PARK - POST OAK CREEK

DESCRIPTION:	**Design phase of a design-build for Shark Tooth Park to be located on Post Oak Creek east of South Travis Street.**
ESTIMATED COST:	**$150,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Expansion of current park infrastructure to meet increasing growth and demand is consistent with the Parks Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

PROJECT YEAR: 2022 - 2023

DESIGN & CONSTRUCT TRAILS PER TRAILS MASTER PLAN

DESCRIPTION:	**Phased development of trail and bicycle boulevards throughout the City.**
ESTIMATED COST:	**$750,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**This project corresponds to improvement projects identified in the Trail Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

CONTINUE IMPLEMENTATION OF WATCHGUARD VIDEO EVIDENCE SOFTWARE

DESCRIPTION:	**Third of five years implementing the replacement of current L3 video evidence software.**
ESTIMATED COST:	**$92,796**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**The current platform has been purchased by another company, requiring a complete re-outfitting to achieve necessary specifications.**
DEPARTMENT/DIRECTOR:	**Police Chief, Jason Jeffcoat**

2023-2024

PROJECT YEAR: 2023 - 2024

MCGEE STREET BRIDGE - EROSION & BRIDGE OVERLAY REPAIRS

DESCRIPTION:	**Repairs of erosion damage and overlay bridge decking on McGee Street Bridge at Post Oak Creek.**
ESTIMATED COST:	**$750,000**
PROPOSED FINANCING:	**Certificates of Obligation/Impact Fees**
PROJECT NECESSITY:	**This bridge was identified in the 2016 Bridge Inventory, Inspection, and Appraisal Program as in need of repair, due to safety and expanding growth needs.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

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

DESCRIPTION:	**Continue phased design and construction of Friendship Road between SH 56 and Lamberth Road.**
ESTIMATED COST:	**$200,000**
PROPOSED FINANCING:	**Certificates of Obligation/Impact Fees**
PROJECT NECESSITY:	**This project is included in the 2020 Grayson County Thoroughfare Plan.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PROJECT YEAR: 2023 - 2024

DESIGN & CONSTRUCTION OF FLANARY ROAD - WIDENING SOUTH TO PROGRESS DRIVE

DESCRIPTION:	**Project for phased design and construction of Flanary Road, widening 2,175 feet south to Progress Drive.**
ESTIMATED COST:	**$300,000**
PROPOSED FINANCING:	**Certificates of Obligation/Impact Fees**
PROJECT NECESSITY:	**This project is included in the 2020 Grayson County Thoroughfare Plan.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

FALLON DRIVE CONSTRUCTION - LOY LAKE WEST TO US 75

DESCRIPTION:	**Construction of a street to connect Loy Lake Road to the US 75 southbound frontage and the overpass at Fallon Drive.**
ESTIMATED COST:	**$200,000**
PROPOSED FINANCING:	**Certificates of Obligation/Impact Fees**
PROJECT NECESSITY:	**With increasing traffic at Loy Lake Road and US 75, a new street is needed to provide circulation to this developing area in Sherman.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PROJECT YEAR: 2023 - 2024

DESIGN & CONSTRUCT PUBLIC SAFETY TRAINING FACILITY AT FIRE STATION NO. 4

DESCRIPTION:	**Construction phase for the construction of a public safety training facility at fire station No. 4, including a tower, burn buildings, and classroom.**
ESTIMATED COST:	**$1,500,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Replacement for former facility demolished due to dilapidation. Additionally, facility would be a potential shared use location with Grayson County.**
DEPARTMENT/DIRECTOR:	**Fire Chief, Danny Jones**

INSTALL ENTERPRISE SECURITY CAMERA SYSTEM FOR CITY BUILDINGS

DESCRIPTION:	**Complete installation of an enterprise security camera system to standardize into one security system across City facilities.**
ESTIMATED COST:	**$33,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Current systems are not of enterprise quality and have resulted in a loss of sensitive footage, increasing legal risk.**
DEPARTMENT/DIRECTOR:	**Finance Director, Mary Lawrence**

PROJECT YEAR: 2023 - 2024

DESIGN & BUILD SHARK TOOTH PARK - POST OAK CREEK

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

DESIGN & CONSTRUCT TRAILS PER TRAILS MASTER PLAN

DESCRIPTION:	**Phased development of trail and bicycle boulevards throughout the City.**
ESTIMATED COST:	**$750,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**This project corresponds to improvement projects identified in the Trail Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

PROJECT YEAR: 2023 - 2024

UPDATE FLOORING & WALLS AT TAYLOR STREET GYM

DESCRIPTION:	**Update the flooring and walls at the Taylor Street Gym.**
ESTIMATED COST:	**$375,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Updates are necessary due to wear-and-tear, as well as water damage.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

DESIGN & INSTALL ADDITIONAL SPLASH PAD

DESCRIPTION:	**Design and install an additional splash pad at a to-be-determined location.**
ESTIMATED COST:	**$800,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Additional amenities are recommended for increasing park usage. This project is consistent with the Comprehensive Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

PROJECT YEAR: 2023 - 2024

DESIGN & INSTALL LARGE, ALL-INCLUSIVE PLAYGROUND AT PECAN GROVE EAST PARK

DESCRIPTION:	**Design & install a large, all-inclusive playground at Pecan Grove East Park.**
ESTIMATED COST:	**$1,000,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Expansion of current park infrastructure is necessary to address increased usage of park facilities and public safety.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

INSTALL RESTROOM AT BINKLEY PARK

DESCRIPTION:	**Install a restroom facility at Binkley Park.**
ESTIMATED COST:	**$350,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**A restroom facility is needed to accommodate increasing usage at the Binkley Park Mountain Bike Trail.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

PROJECT YEAR: 2023 - 2024

REPLACE SPORTS FIELD LIGHTING - OLD SETTLERS PARK & FAIRVIEW PARK

DESCRIPTION:	**Replace existing sports field lights with LED lights at Old Settlers Park and Fairview Park.**
ESTIMATED COST:	**$1,600,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Current Halite light bulbs used at older sports fields are no longer available from manufacturers. LED light installation is therefore required and more energy efficient.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

DESIGN & BUILD MULTI-GENERATIONAL RECREATION CENTER

DESCRIPTION:	**Design phase to build a multi-generational recreation center.**
ESTIMATED COST:	**$150,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Addition of a recreation center will address current and future public needs relating to recreational facilities expansion.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

PROJECT YEAR: 2023 - 2024

EXPAND EXISTING SKATEPARK AT HAWN PARK

DESCRIPTION:	**Begin expansion of the existing skatepark located at Hawn Park.**
ESTIMATED COST:	**$400,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Increased public activities at the Hawn Park skatepark suggest the need for area expansion. This project is consistent with the Parks Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

CONTINUE IMPLEMENTATION OF WATCHGUARD VIDEO EVIDENCE SOFTWARE

DESCRIPTION:	**Fourth of five years implementing the replacement of current L3 video evidence software.**
ESTIMATED COST:	**$92,796**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**The current platform has been purchased by another company, requiring a complete re-outfitting to achieve necessary specifications.**
DEPARTMENT/DIRECTOR:	**Police Chief, Jason Jeffcoat**

2024-2025

PROJECT YEAR: 2024 - 2025

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

DESCRIPTION:	**Continue phased design and construction of Friendship Road between SH 56 and Lamberth Road.**
ESTIMATED COST:	**$2,000,000**
PROPOSED FINANCING:	**Certificates of Obligation/Impact Fees**
PROJECT NECESSITY:	**This project is included in the 2020 Grayson County Thoroughfare Plan.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

DESIGN & CONSTRUCTION OF FLANARY ROAD - PROGRESS TO SHEPHERD

DESCRIPTION:	**Continue phased design and construction of Flanary Road, 2,175 feet south of Progress Drive.**
ESTIMATED COST:	**$5,400,000**
PROPOSED FINANCING:	**Certificates of Obligation/Impact Fees**
PROJECT NECESSITY:	**This project is included in the 2020 Grayson County Thoroughfare Plan.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PROJECT YEAR: 2024 - 2025

DESIGN & CONSTRUCTION OF FLANARY ROAD - WIDENING SOUTH TO PROGRESS DRIVE

DESCRIPTION:	**Project for phased design and construction of Flanary Road, widening 2,175 feet south to Progress Drive.**
ESTIMATED COST:	**$2,300,000**
PROPOSED FINANCING:	**Certificates of Obligation/Impact Fees**
PROJECT NECESSITY:	**This project is included in the 2020 Grayson County Thoroughfare Plan.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

FALLON DRIVE CONSTRUCTION - LOY LAKE WEST TO US 75

DESCRIPTION:	**Construction of a street to connect Loy Lake Road to the US 75 southbound frontage and the overpass at Fallon Drive.**
ESTIMATED COST:	**$1,700,000**
PROPOSED FINANCING:	**Certificates of Obligation/Impact Fees**
PROJECT NECESSITY:	**With increasing traffic at Loy Lake Road and US 75, a new street is needed to provide circulation to this developing area in Sherman.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PROJECT YEAR: 2024 - 2025

DESIGN & CONSTRUCT PARK STREET - LAKE STREET TO SH 11

DESCRIPTION:	**Design phase to connect Park Street from Lake Street to SH 11.**
ESTIMATED COST:	**$330,000**
PROPOSED FINANCING:	**Certificates of Obligation/Impact Fees**
PROJECT NECESSITY:	**The 2020 Grayson County Thoroughfare Plan recommends expansion of East Park Street.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

CONSTRUCTION OF NEW FIRE STATION

DESCRIPTION:	**Construction of a new fire station in the southern portion of the City.**
ESTIMATED COST:	**$6,500,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**The Fire Station Master Plan supports the addition of a new fire station in this area.**
DEPARTMENT/DIRECTOR:	**Fire Chief, Danny Jones**

PROJECT YEAR: 2024 - 2025

DESIGN & CONSTRUCT TRAILS PER TRAILS MASTER PLAN

DESCRIPTION:	**Phased development of trail and bicycle boulevards throughout the City.**
ESTIMATED COST:	**$750,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**This project corresponds to improvement projects identified in the Trail Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

DESIGN & BUILD MULTI-GENERATIONAL RECREATION CENTER

DESCRIPTION:	**Construction phase to build a multi-generational recreation center.**
ESTIMATED COST:	**$35,000,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Addition of a recreation center will address current and future public needs relating to recreational facilities expansion.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

PROJECT YEAR: 2024 - 2025

EXPAND EXISTING SKATEPARK AT HAWN PARK

DESCRIPTION:	**Continue expansion of the existing skatepark located at Hawn Park.**
ESTIMATED COST:	**$300,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Increased public activities at the Hawn Park skatepark suggest the need for area expansion. This project is consistent with the Parks Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

INSTALL BRIDGE CONNECTING BINKLEY PARK TO LAMAR STREET GREENSPACE

DESCRIPTION:	**Install bridge at Lamar Street Greenspace.**
ESTIMATED COST:	**$200,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Installation of the bridge will create connectivity from Binkley Park to Lamar Street Greenspace and beyond.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

PROJECT YEAR: 2024 - 2025

INSTALL FISHING PIER AT HERMAN BAKER LAKE

DESCRIPTION:	**Install a fishing pier at Herman Baker Park.**
ESTIMATED COST:	**$650,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Increased public activities at Herman Baker Lake suggest the need for more improvements. This project is consistent with the Comprehensive Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

INSTALL LARGE PAVILION AT HERMAN BAKER LAKE

DESCRIPTION:	**Install a new pavilion at Herman Baker Park.**
ESTIMATED COST:	**$550,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Increased public activities at Herman Baker Lake suggest the need for more improvements. This project is consistent with the Comprehensive Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

PROJECT YEAR: 2024 - 2025

INSTALL ADDITIONAL DOG PARK

DESCRIPTION:	Install an additional dog park within the City parks system.
ESTIMATED COST:	$150,000
PROPOSED FINANCING:	General Improvement Fund
PROJECT NECESSITY:	This project is consistent with the Trails Master Plan and will address increasing park amenities demand.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

LAND ACQUISITION FOR NEIGHBORHOOD PARK

DESCRIPTION:	Acquire land at a to-be-determined location to accommodate an additional neighborhood park within the City parks system.
ESTIMATED COST:	$400,000
PROPOSED FINANCING:	General Improvement Fund
PROJECT NECESSITY:	Trends in residential development suggest the need for an increase in neighborhood park locations. This project is consistent with the Parks Master Plan.
DEPARTMENT/DIRECTOR:	Assistant City Manager, Terrence Steele

PROJECT YEAR: 2024 - 2025

COMPLETE IMPLEMENTATION OF WATCHGUARD VIDEO EVIDENCE SOFTWARE

DESCRIPTION:	**Final year of a five-year implementation to replace the current L3 video evidence software.**
ESTIMATED COST:	**$157,220**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**The current platform has been purchased by another company, requiring a complete re-outfitting to achieve necessary specifications.**
DEPARTMENT/DIRECTOR:	**Police Chief, Jason Jeffcoat**

2025-2026

PROJECT YEAR: 2025 - 2026

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

DESCRIPTION:	**Continue phased design and construction of Friendship Road between SH 56 and Lamberth Road.**
ESTIMATED COST:	**$3,500,000**
PROPOSED FINANCING:	**Certificates of Obligation/Impact Fees**
PROJECT NECESSITY:	**This project is included in the 2020 Grayson County Thoroughfare Plan.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

DESIGN & CONSTRUCTION OF FLANARY ROAD - PROGRESS TO SHEPHERD

DESCRIPTION:	**Continue phased design and construction of Flanary Road, 2,175 feet south of Progress Drive.**
ESTIMATED COST:	**$200,000**
PROPOSED FINANCING:	**Certificates of Obligation/Impact Fees**
PROJECT NECESSITY:	**This project is included in the 2020 Grayson County Thoroughfare Plan.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PROJECT YEAR: 2025 - 2026

DESIGN & CONSTRUCT PARK STREET - LAKE STREET TO SH 11

DESCRIPTION:	**Construction phase to connect Park Street from Lake Street to SH 11.**
ESTIMATED COST:	**$2,765,000**
PROPOSED FINANCING:	**Certificates of Obligation/Impact Fees**
PROJECT NECESSITY:	**The 2020 Grayson County Thoroughfare Plan recommends expansion of East Park Street.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

ENGINEERING & CONSTRUCTION OF FALLON DRIVE TO DRIPPING SPRINGS

DESCRIPTION:	**Final engineering for Fallon Drive east towards Dripping Springs, constructing 800 LF of road adjacent to current warehouse development.**
ESTIMATED COST:	**$110,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**Project is directly related to new development in the area and corresponds to right-of-way widths included in the 2020 Grayson County Thoroughfare Plan.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PROJECT YEAR: 2025 - 2026

INSTALL DIESEL EXHAUST SYSTEM AT FIRE STATION NO. 3

DESCRIPTION:	**Install a diesel exhaust system at fire station No. 3.**
ESTIMATED COST:	**$60,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**A diesel exhaust system is necessary to project station employees from harmful exhaust fumes, shown to cause cancer from prolonged exposure.**
DEPARTMENT/DIRECTOR:	**Fire Chief, Danny Jones**

DESIGN & CONSTRUCT TRAILS PER TRAILS MASTER PLAN

DESCRIPTION:	**Phased development of trail and bicycle boulevards throughout the City.**
ESTIMATED COST:	**$750,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**This project corresponds to improvement projects identified in the Trail Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

PROJECT YEAR: 2025 - 2026

LAND ACQUISITION FOR A LARGE REGIONAL PARK

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

DEVELOPMENT OF AN ADDITIONAL NEIGHBORHOOD PARK

DESCRIPTION:	**Develop a neighborhood park on land acquired in the Capital Improvement Program - Fiscal Year 2025.**
ESTIMATED COST:	**$1,000,000**
PROPOSED FINANCING:	**General Improvement Fund/Grant Funding**
PROJECT NECESSITY:	**Trends in residential development suggest the need for an increase in neighborhood park locations. This project is consistent with the Parks Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

PROJECT YEAR: 2025 - 2026

UPDATE PARKS, RECREATION, & OPEN SPACE MASTER PLAN

DESCRIPTION:	**Update the Parks, Recreation, & Open Space Master Plan.**
ESTIMATED COST:	**$125,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Texas Parks & Wildlife requires updates every five years, in increase in neighborhood park locations. This project is consistent with the Parks Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

2026-2027

PROJECT YEAR: 2026 - 2027

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

DESCRIPTION:	**Continue phased design and construction of Friendship Road between SH 56 and Lamberth Road.**
ESTIMATED COST:	**$3,500,000**
PROPOSED FINANCING:	**Certificates of Obligation/Impact Fees**
PROJECT NECESSITY:	**This project is included in the 2020 Grayson County Thoroughfare Plan.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

DESIGN & CONSTRUCTION OF FLANARY ROAD - PROGRESS TO SHEPHERD

DESCRIPTION:	**Continue phased design and construction of Flanary Road, 2,175 feet south of Progress Drive.**
ESTIMATED COST:	**$1,800,000**
PROPOSED FINANCING:	**Certificates of Obligation/Impact Fees**
PROJECT NECESSITY:	**This project is included in the 2020 Grayson County Thoroughfare Plan.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

PROJECT YEAR: 2026 - 2027

ENGINEERING & CONSTRUCTION OF FALLON DRIVE TO DRIPPING SPRINGS

DESCRIPTION:	**Construction of Fallon Drive east towards Dripping Springs, constructing 800 LF of road adjacent to current warehouse development.**
ESTIMATED COST:	**$1,100,000**
PROPOSED FINANCING:	**Certificates of Obligation / Impact Fees**
PROJECT NECESSITY:	**Project is directly related to new development in the area and corresponds to right-of-way widths included in the 2020 Grayson County Thoroughfare Plan.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

RENOVATE FIRE STATION NO. 3

DESCRIPTION:	**Renovations to fire station No. 3 include LED lighting in bay areas, landscaping and irrigation, painting, and various upgrades to the interior of the facility.**
ESTIMATED COST:	**$500,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**Renovations will improve worker conditions, address energy efficiency, and facility infrastructure maintenance.**
DEPARTMENT/DIRECTOR:	**Fire Chief, Danny Jones**

PROJECT YEAR: 2026 - 2027

DESIGN & CONSTRUCT TRAILS PER TRAILS MASTER PLAN

DESCRIPTION:	**Phased development of trail and bicycle boulevards throughout the City.**
ESTIMATED COST:	**$750,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**This project corresponds to improvement projects identified in the Trail Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

DESIGN & BUILD NEW OUTDOOR AQUATIC CENTER

DESCRIPTION:	**Design and build a new outdoor aquatic center.**
ESTIMATED COST:	**$10,000,000**
PROPOSED FINANCING:	**General Improvement Fund**
PROJECT NECESSITY:	**By this year, the Splash will be twenty years old. Growing demands will necessitate expansion of aquatic amenities within the City. . This project is consistent with the Parks Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

PROJECT YEAR: 2026 - 2027

DESIGN & CONSTRUCT LARGE REGIONAL PARK

DESCRIPTION:	**Develop a large regional park on land acquired in the Capital Improvement Plan - Fiscal Year 2026.**
ESTIMATED COST:	**$8,000,000**
PROPOSED FINANCING:	**General Improvement Fund/Grant Funding**
PROJECT NECESSITY:	**Trends in residential development suggest the need for an increase in park locations. This project is consistent with the Parks Master Plan.**
DEPARTMENT/DIRECTOR:	**Assistant City Manager, Terrence Steele**

UTILITY SERVICES
2022 - 2027

UTILITY SERVICES

CAPITAL BUDGET: 2022-2027

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

These are Utility Services Projects, being specifically related to the operation of a Water and Sewer System and having certain types of financing requirements different from those typically used for General Services.

2022-2023

PROJECT YEAR: 2022 - 2023

OVERSIZING COSTS FOR ANNUAL WATER & SEWER PROJECTS

DESCRIPTION:	**Includes oversizing for annual water and sewer projects, as well as line replacements.**
ESTIMATED COST:	**$250,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**Required to meet costs of oversizing and line replacement to address annual wear and tear & development demands.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

LEAD & COPPER RULE REVISION - PHASES II THROUGH VI

DESCRIPTION:	**Application of USEPA and TCEQ Lead and Cooper Rule Revision (LCRR) and sampling & reporting program (Phases II through VI).**
ESTIMATED COST:	**$63,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**This project is required to meet TCEQ implementation deadlines.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2022 - 2023

PAPE-DAWSON ENGINEERING PROGRAM MANAGEMENT

DESCRIPTION:	First year of a two-year contract for program management cost for Pape-Dawson Engineering.
ESTIMATED COST:	$1,000,000
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	Due to recent industrial utility demands, the City would be required to temporarily staff additional professionals to accommodate these management needs. As an alternative, the City will contract with an external firm for program management addressing industrial utility demands.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

HIGH COUNTRY ESTATES WATER SYSTEM UPGRADES - PHASE III

DESCRIPTION:	Phase III to upgrade the water system at the High Country Estates subdivision, approximately 9,000 linear feet annually, over a four-year period.
ESTIMATED COST:	$60,000
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	Upgrades are required to bring current subdivision water system up to City standards.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2022 - 2023

BEL AIR CONSTRUCTION - PHASE II - 20" SURFACE WATER LINE

DESCRIPTION:	**Construct 20" surface water line for Legacy Boulevard area, from creek crossing to end of Phase I line. Includes relocating existing ground water line to follow creek and constructing a new pressure vault at FM 1417.**
ESTIMATED COST:	**$2,220,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Necessary infrastructure to service planned Bel Air development and tie into the new Legacy water line.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

RELOCATE ELEVATED TANK & INSTALL NEW 36" WATER LINE - SHEPHERD DRIVE

DESCRIPTION:	**Relocate new 2-MG elevated storage tank and abandon old .75-MG elevated storage tank on Shepherd Drive. Install new 36" water line from Shepherd connection to new elevated tank.**
ESTIMATED COST:	**$400,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Increased capacity in new elevated tank and new 36" water line necessary to meet increasing utility needs.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2022 - 2023

ADDRESS WATER QUALITY IMPROVEMENTS WITH ANNUAL LINE REPLACEMENTS

DESCRIPTION:	**Annual water line replacements for water quality improvements.**
ESTIMATED COST:	**$22,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**Replacing aging water lines is crucial to maintain water quality and meet increasing demand due to City growth.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

UPSIZE SEWER LINE WEST OF INDUSTRIAL PARK DEVELOPMENT

DESCRIPTION:	**Upsize 24" sewer line west of industrial park development to a 42" line.**
ESTIMATED COST:	**$570,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Upsizing the sewer line is necessary for system to transport industrial waste to the Wastewater Treatment Plant and is included in Phase I of the Sewer Master Plan.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2022 - 2023

ANNUAL SEWER LINE REPLACEMENT - WEST SIDE OF POST OAK CREEK

DESCRIPTION:	This fiscal year annual sewer line replacement focused on the west side of Post Oak Creek.
ESTIMATED COST:	$80,000
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	Annual sewer line replacements are necessary to address annual wear and tear & development demands.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

IMPROVE WASTEWATER TREATMENT PLANT ELECTRICAL SYSTEM

DESCRIPTION:	Make improvements to the electrical system at the Wastewater Treatment Plant.
ESTIMATED COST:	$4,350,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Critical safety and operability improvements to the electrical system are needed. Additionally, the updates will set groundwork for the new emergency backup generator.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2022 - 2023

ENGINEER, DESIGN, & CONSTRUCT EQUALIZATION BASIN BLOWER REHABILITATION

DESCRIPTION:	Replace worn electrical systems, switchgear, control systems, piping components, and blowers in the equalization basin blower building.
ESTIMATED COST:	$200,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Due to age and corrosion, it is necessary to replace worn components to prevent equipment failure and safety hazards at the Wastewater Treatment Plant (WWTP).
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

ENHANCE WWTP TREATMENT SYSTEM FOR INDUSTRIAL WASTE

DESCRIPTION:	This project will center on a major piece of wastewater treatment component that will treat industrial waste.
ESTIMATED COST:	$1,200,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	The WWTP is not currently equipped to properly treat industrial waste. The specifics of the enhancements are pending the completion of the treatability study, but will require immediate attention upon completion of that study.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

PROJECT YEAR: 2022 - 2023

CONSTRUCT PUMP STATION FOR TERMINAL STORAGE RESERVOIR

DESCRIPTION:	**Construct a pump station for a 100-million gallon terminal storage reservoir at the Water Treatment Plant (WTP).**
ESTIMATED COST:	**$800,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**The implementation of the terminal storage reservoir will provide emergency water storage.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

INCREASE UF/RO CAPACITY BY 5-MGD AT WATER TREATMENT PLANT

DESCRIPTION:	**Add 2 x UF units and 1 x RO units of UF/RO space at the membrane building at the Water Treatment Plant (WTP).**
ESTIMATED COST:	**$11,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Build out will add an additional 5 MG of treatment capacity to assist in total capacity outpacing future Sherman water demand, as well as regional demand for projected 15-20 year period.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2022 - 2023

INCREASE EXISTING CLEARWELL HIGH SERVICE PUMP CAPACITY

DESCRIPTION:	**Increase the existing clearwell high service pump capacity by 25-MGD to the distribution system at Water Treatment Plant (WTP).**
ESTIMATED COST:	**$5,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Increasing pump capacity is necessary to assist total capacity in outpacing future Sherman water demand.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

INSTALL EMERGENCY BACKUP GENERATOR AT WATER TREATMENT PLANT

DESCRIPTION:	**Install an emergency backup generator at the Water Treatment Plant (WTP).**
ESTIMATED COST:	**$1,640,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Installation will provide up to 25-MGD capacity in the event of power outages at the Water Treatment Plant.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2022 - 2023

INSTALL EMERGENCY GENERATOR AT LAKE TEXOMA PUMP STATION

DESCRIPTION:	**Install an emergency backup generator at the Lake Texoma Pump Station (LTPS).**
ESTIMATED COST:	**$2,600,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Installation will provide up to 25-MGD capacity in the event of power outages at the Water Treatment Plant.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

UPSIZE RAW WATER PUMP STATION #1 TO 25-MGD

DESCRIPTION:	**Upsize the raw water pump station #1 to 25-MGD.**
ESTIMATED COST:	**$5,100,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Increasing the capacity of the Water Treatment Plant (WTP) is necessary to meet growing water treatment needs.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2022 - 2023

CONSTRUCTION PHASE OF BRINE DISPOSAL LINE AT WTP

DESCRIPTION:	**Construction phase for a brine disposal line at the Water Treatment Plant (WTP).**
ESTIMATED COST:	**$3,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Brine line discharge from the Water Treatment Plant to creek is needed to convey concentrate from RO process back to Lake Texoma.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

INSTALL 6" BALANCE LINE AT FAIRVIEW GROUND STORAGE TANK

DESCRIPTION:	**Install a 6" water balance line at the Fairview ground storage tank.**
ESTIMATED COST:	**$170,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Installation necessary to enhance filling of the Fairview ground storage tank to boost water pressures on the west side of US 75.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2022 - 2023

CONSTRUCTION PHASE OF 36" 1A WATER LINE - WTP TO SHEPHERD DRIVE

DESCRIPTION:	**Construct a new 36" high-pressure water main from the Water Treatment Plant (WTP) to Shepherd Drive.**
ESTIMATED COST:	**$42,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Project is necessary to primarily provide a significant amount of water to residential areas in southern Sherman.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

CONSTRUCTION PHASE OF 36" 1B WATER LINE - FUTURE FRIENDSHIP ROAD ROW

DESCRIPTION:	**Construct a new 36" high-pressure line along future Friendship Road right-of-way.**
ESTIMATED COST:	**$16,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Project is necessary to provide the main transmission line serving industrial areas in southern Sherman.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2022 - 2023

COMPLETE SHEPHERD/FARMINGTON (MARILEE) WATER LINE

DESCRIPTION:	**Complete construction of a new 18"/36" water line serving the Mustang MUD, formerly Marilee SUD.**
ESTIMATED COST:	**$2,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Water line is necessary to supply the Mustang MUD and areas on the south side of Sherman.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

COMPLETE REX CRUSE ELEVATED TANK REHABILITATION

DESCRIPTION:	**Complete rehabilitation of the elevated water storage tank on Rex Cruse Drive.**
ESTIMATED COST:	**$420,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Repainting and repairing the tank on the interior and exterior is necessary to extend the useful life of the tank.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2022 - 2023

COMPLETE DETERIORATED SOUTHSIDE INDUSTRIAL SEWER REPLACEMENT

DESCRIPTION:	**Complete replacement of the deteriorated Southside Industrial Sewer, behind the Wastewater Treatment Plant (WWTP), extending to Bel Air.**
ESTIMATED COST:	**$5,500,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Current portion of industrial sewer has deteriorated and is in need of replacement to maintain pipe integrity.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

CITY CONTRIBUTION FOR SHEPHERD PLACE UTILITIES

DESCRIPTION:	**City contribution to the planning, acquisition, design, and construction of Shepherd Place utilities.**
ESTIMATED COST:	**$530,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Project is necessary for utilities, as required in major City streets not undertaken by the developer.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2022 - 2023

REPLACE DOWNTOWN SEWER LINES - PHASE I

DESCRIPTION:	**Phase I to begin replacing sewer lines in downtown Sherman.**
ESTIMATED COST:	**$3,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Downtown sewer line system is deteriorating and reaching the end of its useful life.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

INSTALL HERITAGE RANCH SEWER LINE

DESCRIPTION:	**Installation of a sewer line at Heritage Ranch.**
ESTIMATED COST:	**$750,000**
PROPOSED FINANCING:	**GTUA/Mustang Utility District**
PROJECT NECESSITY:	**Installation of a collection system sewer line is needed to provide utilities to the Heritage Ranch development.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2022 - 2023

REPLACE SOUTHEAST SHERMAN SEWER LINE - ROSEDALE TO FIRST STREET

DESCRIPTION:	**Replace the sewer line on the southeast side of Sherman, from Rosedale to First Street.**
ESTIMATED COST:	**$1,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Existing southeast sewer line is worn out and has reaching the end of its useful life.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

LIFT STATION FLOW METERING & SCADA CONNECT

DESCRIPTION:	**Implement a monitoring tool, for five lift stations, through the SCADA system and a lift station pump flow metering tool.**
ESTIMATED COST:	**$60,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**Implementation of a diagnostic tool will allow utility service crews to determine early onset of pump failure. In addition, it will also allow for the Engineering Department to evaluate inflow and infiltration of the upstream basin.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2022 - 2023

INSTALL SEWER LINE FOR CROSSROADS HOSPITAL INFRASTRUCTURE

DESCRIPTION:	**Installation of a sewer line for the Crossroads hospital infrastructure.**
ESTIMATED COST:	**$1,200,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**A sewer line will be needed, upon completion of construction (est. 2024), to provide utilities for the hospital.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

EXPAND LAB FACILITY AT WASTEWATER TREATMENT PLANT

DESCRIPTION:	**Construction to expand the current lab facility for field testing and backup generator samples.**
ESTIMATED COST:	**$3,200,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Expansion is necessary to meet space and TCEQ requirements for an on-site certified laboratory at the Wastewater Treatment Plant (WWTP).**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2022 - 2023

INSTALL EMERGENCY BACKUP GENERATOR AT WWTP

DESCRIPTION:	**Install an emergency backup generator at the Wastewater Treatment Plant (WWTP).**
ESTIMATED COST:	**$2,060,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**An emergency backup generator is necessary to operate the Wastewater Treatment Plant in the event both power feeds were to fail.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

MODULAR OFFICE FOR WATER QUALITY DEPARTMENT

DESCRIPTION:	**Construction includes concrete work and running utilities to add a modular office at the Water Treatment Plant (WTP).**
ESTIMATED COST:	**$203,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**This project is necessary to add a modular office for the additional employees in the Water Quality department at the Water Treatment Plant (WTP).**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

2023-2024

Project Year: 2023 - 2024

OVERSIZING COSTS FOR ANNUAL WATER & SEWER PROJECTS

DESCRIPTION:	**Includes oversizing for annual water and sewer projects, as well as line replacements.**
ESTIMATED COST:	**$300,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**Required to meet costs of oversizing and line replacement to address annual wear and tear & development demands.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

LEAD & COPPER RULE REVISION - PHASES II THROUGH VI

DESCRIPTION:	**Application of USEPA and TCEQ Lead and Cooper Rule Revision (LCRR) and sampling & reporting program (Phases II through VI).**
ESTIMATED COST:	**$49,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**This project is required to meet TCEQ implementation deadlines.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

Project Year: 2023 - 2024

PAPE-DAWSON ENGINEERING PROGRAM MANAGEMENT

DESCRIPTION:	Second year of a two-year contract for program management cost for Pape-Dawson Engineering.
ESTIMATED COST:	$1,000,000
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	Due to recent industrial utility demands, the City would be required to temporarily staff additional professionals to accommodate these management needs. As an alternative, the City will contract with an external firm for program management addressing industrial utility demands.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

HIGH COUNTRY ESTATES WATER SYSTEM UPGRADES - PHASE III

DESCRIPTION:	Phase III to upgrade the water system at the High Country Estates subdivision, approximately 9,000 linear feet annually, over a four-year period.
ESTIMATED COST:	$60,000
PROPOSED FINANCING:	Utility Improvement Fund
PROJECT NECESSITY:	Upgrades are required to bring current subdivision water system up to City standards.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

Project Year: 2023 - 2024

BEL AIR CONSTRUCTION - PHASE II - 20" SURFACE WATER LINE

DESCRIPTION:	Construct 20" surface water line for Legacy Boulevard area, from creek crossing to end of Phase I line. Includes relocating existing ground water line to follow creek and constructing a new pressure vault at FM 1417.
ESTIMATED COST:	$1,220,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Necessary infrastructure to service planned Bel Air development and tie into the new Legacy water line.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

RELOCATE ELEVATED TANK & INSTALL NEW 36" WATER LINE - SHEPHERD DRIVE

DESCRIPTION:	Relocate new 2-MG elevated storage tank and abandon old .75-MG elevated storage tank on Shepherd Drive. Install new 36" water line from Shepherd connection to new elevated tank.
ESTIMATED COST:	$8,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Increased capacity in new elevated tank and new 36" water line necessary to meet increasing utility needs.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

Project Year: 2023 - 2024

ADDRESS WATER QUALITY IMPROVEMENTS WITH ANNUAL LINE REPLACEMENTS

DESCRIPTION:	**Annual water line replacements for water quality improvements.**
ESTIMATED COST:	**$1,830,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**Replacing aging water lines is crucial to maintain water quality and meet increasing demand due to City growth.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

UPSIZE SEWER LINE WEST OF INDUSTRIAL PARK DEVELOPMENT

DESCRIPTION:	**Upsize 24" sewer line west of industrial park development to a 42" line.**
ESTIMATED COST:	**$4,700,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Upsizing the sewer line is necessary for system to transport industrial waste to the Wastewater Treatment Plant and is included in Phase I of the Sewer Master Plan.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

Project Year: 2023 - 2024

ANNUAL SEWER LINE REPLACEMENT - WESTSIDE POST OAK CREEK

DESCRIPTION:	**This fiscal year annual sewer line replacement focused on the west side of Post Oak Creek.**
ESTIMATED COST:	**$120,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**Annual sewer line replacements are necessary to address annual wear and tear & development demands.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

IMPROVE WASTEWATER TREATMENT PLANT ELECTRICAL SYSTEM

DESCRIPTION:	**Make improvements to the electrical system at the Wastewater Treatment Plant.**
ESTIMATED COST:	**$550,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Critical safety and operability improvements to the electrical system are needed. Additionally, the updates will set groundwork for the new emergency backup generator.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

Project Year: 2023 - 2024

ENGINEER, DESIGN, & CONSTRUCT EQUALIZATION BASIN BLOWER REHABILITATION

DESCRIPTION:	Replace worn electrical systems, switchgear, control systems, piping components, and blowers in the equalization basin blower building.
ESTIMATED COST:	$1,810,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	Due to age and corrosion, it is necessary to replace worn components to prevent equipment failure and safety hazards at the Wastewater Treatment Plant (WWTP).
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

ENHANCE WWTP TREATMENT SYSTEM FOR INDUSTRIAL WASTE

DESCRIPTION:	This project will center on a major piece of wastewater treatment component that will treat industrial waste.
ESTIMATED COST:	$12,000,000
PROPOSED FINANCING:	GTUA
PROJECT NECESSITY:	The WWTP is not currently equipped to properly treat industrial waste. The specifics of the enhancements are pending the completion of the treatability study, but will require immediate attention upon completion of that study.
DEPARTMENT/DIRECTOR:	Utilities Engineer P.E., Tom Pruitt

Project Year: 2023 - 2024

REPLACE INVERTED SIPHON SEWER LINE SERVICING CENTER STREET BASIN

DESCRIPTION:	**Replace inverted siphon sewer line serving the Center Street Basin.**
ESTIMATED COST:	**$600,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Current line is undersized, likely requiring new aerial crossing and an area-wide upsized system.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

SLUDGE DIGESTER COMPLEX REHABILITATION/REPLACEMENT AT WWTP

DESCRIPTION:	**Engineering phase to rehabilitate the digester electric switchgear and components, ventilation systems, boilers, etc. at the Wastewater Treatment Plant (WWTP).**
ESTIMATED COST:	**$550,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Due to age and corrosion issues, rehabilitation is necessary to prevent equipment failure and to address safety hazards at the Wastewater Treatment Plant (WWTP).**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

Project Year: 2023 - 2024

REHABILITATE CLARIFIER #3 AT WASTEWATER TREATMENT PLANT

DESCRIPTION:	**Rehabilitation of the clarifier #3 at the Wastewater Treatment Plant (WWTP).**
ESTIMATED COST:	**$120,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Clarifier #3 is aging and in need of rehabilitation to remain in service, as recommended by the WWTP Condition Assessment.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

GRIT BUILDING NFPA UPGRADES

DESCRIPTION:	**Perform NFPA upgrades to the grit building at the Wastewater Treatment Plant (WWTP).**
ESTIMATED COST:	**$30,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**NFPA upgrades are needed to ensure operator safety and continued operation of the grit building at the Wastewater Treatment Plant (WWTP), as recommended by the WWTP Condition Assessment.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

Project Year: 2023 - 2024

UPGRADE WASTEWATER TREATMENT PLANT FROM 16-MGD TO 24-MGD

DESCRIPTION:	**Upgrade the Wastewater Treatment Plant from 16-MGD to 24-MGD.**
ESTIMATED COST:	**$8,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Upgrading is critical to meet current demands on the Wastewater Treatment Plant (WWTP).**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

CONSTRUCT ADDITIONAL 30-MGD UF/RO FACILITY AT WTP

DESCRIPTION:	**Construct an additional UF/RO facility to house up to 30-MGD and install 10-MGD additional UF/RO capacity, chemical feed, pumps, etc.**
ESTIMATED COST:	**$60,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**UF/RO expansion at the Water Treatment Plant (WTP) is critical to meet growing demand.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

Project Year: 2023 - 2024

REMOVE & REPLACE POST OAK SEWER LINE A

DESCRIPTION:	**Remove existing Post Oak sewer line A, replacing it in the street.**
ESTIMATED COST:	**$2,200,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**The existing sewer line location severely limits crew access for repairs or replacement.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

REMOVE & REPLACE POST OAK SEWER LINE B

DESCRIPTION:	**Remove existing Post Oak sewer line A, replacing it in the street.**
ESTIMATED COST:	**$2,680,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**The existing sewer line location severely limits crew access for repairs or replacement.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

Project Year: 2023 - 2024

CONSTRUCT 100-MILLION GALLON EMERGENCY STORAGE WATER RESERVOIR

DESCRIPTION:	**Construct an emergency storage water reservoir, with an approximate 100-million gallon capacity, just south of the Water Treatment Plant (WTP).**
ESTIMATED COST:	**$5,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Project will provide emergency water storage until such time as the North Texas Municipal Water District (NTMWD) installs the new parallel 84" raw water line.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

REPLACE PLANT ACCESS ROAD AT WASTEWATER TREATMENT PLANT

DESCRIPTION:	**Replace base material and install new surface course on the Wastewater Treatment Plant (WWTP) access road.**
ESTIMATED COST:	**$80,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**Plant access road has deteriorated due to heavy construction activities and solid waste equipment use.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

2024-2025

PROJECT YEAR: 2024 - 2025

OVERSIZING COSTS FOR ANNUAL WATER & SEWER PROJECTS

DESCRIPTION:	**Includes oversizing for annual water and sewer projects, as well as line replacements.**
ESTIMATED COST:	**$300,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**Required to meet costs of oversizing and line replacement to address annual wear and tear & development demands.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

LEAD & COPPER RULE REVISION - PHASES II THROUGH VI

DESCRIPTION:	**Application of USEPA and TCEQ Lead and Cooper Rule Revision (LCRR) and sampling & reporting program (Phases II through VI).**
ESTIMATED COST:	**$27,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**This project is required to meet TCEQ implementation deadlines.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2024 - 2025

PAPE-DAWSON ENGINEERING PROGRAM MANAGEMENT

DESCRIPTION:	**Optional third year extending the two-year contract for program management cost for Pape-Dawson Engineering.**
ESTIMATED COST:	**$1,000,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**Due to recent industrial utility demands, the City would be required to temporarily staff additional professionals to accommodate these management needs. As an alternative, the City will contract with an external firm for program management addressing industrial utility demands.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

HIGH COUNTRY ESTATES WATER SYSTEM UPGRADES - PHASE III

DESCRIPTION:	**Phase III to upgrade the water system at the High Country Estates subdivision, approximately 9,000 linear feet annually, over a four-year period.**
ESTIMATED COST:	**$70,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**Upgrades are required to bring current subdivision water system up to City standards.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2024 - 2025

CONSTRUCT PUMP STATION FOR TERMINAL STORAGE RESERVOIR

DESCRIPTION:	**Construct a pump station for a 100-million gallon terminal storage reservoir at the Water Treatment Plant (WTP).**
ESTIMATED COST:	**$3,500,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**The implementation of the terminal storage reservoir will provide emergency water storage.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

REPLACE INVERTED SIPHON SEWER LINE SERVICING CENTER STREET BASIN

DESCRIPTION:	**Replace inverted siphon sewer line serving the Center Street Basin.**
ESTIMATED COST:	**$4,130,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Current line is undersized, likely requiring new aerial crossing and an area-wide upsized system.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2024 - 2025

SLUDGE DIGESTER COMPLEX REHABILITATION/REPLACEMENT AT WWTP

DESCRIPTION:	**Construction phase to rehabilitate the digester electric switchgear and components, ventilation systems, boilers, etc. at the Wastewater Treatment Plant (WWTP).**
ESTIMATED COST:	**$7,300,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Due to age and corrosion issues, rehabilitation is necessary to prevent equipment failure and to address safety hazards at the Wastewater Treatment Plant (WWTP).**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

REHABILITATE CLARIFIER #3 AT WASTEWATER TREATMENT PLANT

DESCRIPTION:	**Rehabilitation of the clarifier #3 at the Wastewater Treatment Plant (WWTP).**
ESTIMATED COST:	**$1,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Clarifier #3 is aging and in need of rehabilitation to remain in service, as recommended by the WWTP Condition Assessment.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2024 - 2025

GRIT BUILDING NFPA UPGRADES

DESCRIPTION:	**Perform NFPA upgrades to the grit building at the Wastewater Treatment Plant (WWTP).**
ESTIMATED COST:	**$290,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**NFPA upgrades are needed to ensure operator safety and continued operation of the grit building at the Wastewater Treatment Plant (WWTP), as recommended by the WWTP Condition Assessment.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

ADDITIONAL ACQUISITIONS FOR NORTHWEST SEWER EXPANSION

DESCRIPTION:	**Funding for additional land acquisitions for the Northwest Sewer expansion.**
ESTIMATED COST:	**$1,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Due to increased developer activity requiring service from the Northwest Sewer, it is recommended to expand the sewer by adding a new gravity sewer. Land acquisitions will be required to construct this Northwest Sewer expanse.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2024 - 2025

DEMOLISH OLD SLUDGE DRYING BEDS

DESCRIPTION:	**At the Wastewater Treatment Plant, remove sludge drying beds that are no longer involved in the treatment process.**
ESTIMATED COST:	**$250,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**Removal of these drying beds would allow for future expansions of the wastewater treatment process.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

2025-2026

PROJECT YEAR: 2025 - 2026

OVERSIZING COSTS FOR ANNUAL WATER & SEWER PROJECTS

DESCRIPTION:	**Includes oversizing for annual water and sewer projects, as well as line replacements.**
ESTIMATED COST:	**$300,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**Required to meet costs of oversizing and line replacement to address annual wear and tear & development demands.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

LEAD & COPPER RULE REVISION - PHASES II THROUGH VI

DESCRIPTION:	**Application of USEPA and TCEQ Lead and Cooper Rule Revision (LCRR) and sampling & reporting program (Phases II through VI).**
ESTIMATED COST:	**$21,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**This project is required to meet TCEQ implementation deadlines.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2025 - 2026

UPGRADE POST OAK WWTP FROM 16-MGD TO 24-MGD

DESCRIPTION:	**Upgrade the Wastewater Treatment Plant (WWTP) from 16-MGD to 24-MGD.**
ESTIMATED COST:	**$53,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Upgrading is critical to meet current demands on the Wastewater Treatment Plant (WWTP).**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

ADDITIONAL AQUISITIONS FOR NORTHWEST SEWER EXPANSION

DESCRIPTION:	**Funding for additional land acquisitions for the Northwest Sewer expansion.**
ESTIMATED COST:	**$500,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Due to increased developer activity requiring service from the Northwest Sewer, it is recommended to expand the sewer by adding a new gravity sewer. Land acquisitions will be required to construct this Northwest Sewer expanse.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2025 - 2026

INCREASE UF/RO FACILITY CAPACITY BY 10-MGD

DESCRIPTION:	**Design phase to increase the UF/RO facility's capacity at the Water Treatment Plant (WTP).**
ESTIMATED COST:	**$3,100,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Increasing the capacity of the UF/RO facility will be required to meet expected future industrial growth.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

ENGINEERING FOR FUTURE 84" RAW WATER LINE

DESCRIPTION:	**Engineering for a new 84" raw water line, parallel to existing 72" line, from Lake Texoma to the Sherman Water Treatment Plant (WTP).**
ESTIMATED COST:	**$2,600,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Required City contribution by the North Texas Municipal Water District (NTMWD) for an additional raw water pipeline from the Lake Texoma Pump Station to the Sherman Water Treatment Plant (WTP).**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

2026-2027

PROJECT YEAR: 2026 - 2027

OVERSIZING COSTS FOR ANNUAL WATER & SEWER PROJECTS

DESCRIPTION:	**Includes oversizing for annual water and sewer projects, as well as line replacements.**
ESTIMATED COST:	**$500,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**Required to meet costs of oversizing and line replacement to address annual wear and tear & development demands.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

LEAD & COPPER RULE REVISION - PHASES II THROUGH VI

DESCRIPTION:	**Application of USEPA and TCEQ Lead and Cooper Rule Revision (LCRR) and sampling & reporting program (Phases II through VI).**
ESTIMATED COST:	**$21,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**This project is required to meet TCEQ implementation deadlines.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2026 - 2027

INCREASE UF/RO FACILITY CAPACITY BY 10-MGD

DESCRIPTION:	**Construction phase to increase the UF/RO facility's capacity at the Water Treatment Plant (WTP).**
ESTIMATED COST:	**$39,000,000**
PROPOSED FINANCING:	**GTUA**
PROJECT NECESSITY:	**Increasing the capacity of the UF/RO facility will be required to meet expected future industrial growth.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

WASTEWATER TREATMENT PLANT POND SAMPLING & REHABILITATION

DESCRIPTION:	**Pond sampling to investigate the geotechnical status of the pond liner at the Wastewater Treatment Plant (WWTP).**
ESTIMATED COST:	**$20,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**Prior to major upgrades to the Wastewater Treatment Plant (WWTP) pond system, a thorough geotechnical investigation of the pond liner is recommended by the Condition Assessment.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

PROJECT YEAR: 2026 - 2027

DECANT LIFT STATION REHABILITATION & SAFETY IMPROVEMENTS

DESCRIPTION:	**Rehabilitate and implement safety improvements to the decant lift station at the Wastewater Treatment Plant. (WWTP).**
ESTIMATED COST:	**$50,000**
PROPOSED FINANCING:	**Utility Improvement Fund**
PROJECT NECESSITY:	**The decant lift station allows pumping out of the sludge holding ponds. The Condition Assessment determined the station is in need of rehabilitation and missing various safety measures.**
DEPARTMENT/DIRECTOR:	**Utilities Engineer P.E., Tom Pruitt**

STORMWATER SERVICES
2022 - 2027

STORMWATER SERVICES

CAPITAL BUDGET: 2022-2027

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

These are Stormwater Services Projects, being specifically related to the operation of the Municipal Drainage Utility System and having certain types of financing requirements different from those typically used for General Services.

2022-2023

NO STORMWATER CIP PROJECTS IN FY 2023 BUDGET

2023-2024

PROJECT YEAR: 2023 - 2024

LAMBERTH ROAD BRIDGES - EROSION & OVERLAY

DESCRIPTION:	**Repair erosion damage and overlay the bridge deck on the Lamberth Road Bridge at Post Oak Creek Bridge.**
ESTIMATED COST:	**$130,000**
PROPOSED FINANCING:	**Stormwater Fund**
PROJECT NECESSITY:	**These bridges were identified in the 2016 Bridge Inventory, Inspection, and Appraisal Program as in need of repair.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

HILLCREST/WOODS BRIDGES - EROSION & OVERLAY

DESCRIPTION:	**Repair erosion damage and overlay the bridge deck on the Hillcrest Street Bridge and North Woods Bridge at Post Oak Creek Bridge.**
ESTIMATED COST:	**$110,000**
PROPOSED FINANCING:	**Stormwater Fund**
PROJECT NECESSITY:	**These bridges were identified in the 2016 Bridge Inventory, Inspection, and Appraisal Program as in need of repair.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

2024-2025

PROJECT YEAR: 2024 - 2025

PECAN/RICKETTS/CENTENNIAL BRIDGES - EROSION & OVERLAY

DESCRIPTION:	**Repair erosion damage and overlay the bridge deck on North Ricketts Street, Centennial Street, West Pecan Street, and Blue Flame Road Bridges.**
ESTIMATED COST:	**$95,000**
PROPOSED FINANCING:	**Stormwater Fund**
PROJECT NECESSITY:	**These bridges were identified in the 2016 Bridge Inventory, Inspection, and Appraisal Program as in need of repair.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

TAYLOR/WASHINGTON BRIDGES - EROSION & OVERLAY

DESCRIPTION:	**Repair erosion damage and overlay the bridge deck on the West Taylor Street Bridge and West Washington Bridge at Post Oak Creek Bridge.**
ESTIMATED COST:	**$135,000**
PROPOSED FINANCING:	**Stormwater Fund**
PROJECT NECESSITY:	**These bridges were identified in the 2016 Bridge Inventory, Inspection, and Appraisal Program as in need of repair.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

2025-2026

PROJECT YEAR: 2025 - 2026

INCREASE CULVERT CAPACITY UNDER GRIBBLE ROAD

DESCRIPTION:	**Increase the capacity of the Stream G box culvert under Gribble Street.**
ESTIMATED COST:	**$385,000**
PROPOSED FINANCING:	**Stormwater Fund**
PROJECT NECESSITY:	**This project is identified in the Post Oak Creek Flood Protection Plan as necessary to mitigate flood damage and decrease road closures during 100-year storms.**
DEPARTMENT/DIRECTOR:	**Director of Engineering, Wayne Lee**

2026-2027

NO STORMWATER CIP PROJECTS IN FY 2027 BUDGET

CAPITAL FINANCING

CAPITAL FINANCING

In preparing a capital improvement program, care must be exercised to keep the proposed program within the financial capabilities of the City. To do this requires that consideration be given to existing revenue funds, as well as existing and proposed debt requirement. The main sources of revenue available to the City of Sherman for Capital Improvements at present are: (1) ad valorem taxes, (2) General Fund revenues, (3) segregated capital funds, (4) Texas Department of Transportation funds, (5) other governmental grants, (6) private funds, and (7) the Stormwater Utility Fee.

Ad Valorem Taxes: The form of revenue typically used for General Services Capital Financing is the Ad Valorem Tax. Most often this is used as a covenant of Debt Financing, and the tax is used to pay Debt Service requirements. Other uses of Ad Valorem Tax include the setting aside of a certain percent or amount of tax for "pay-as-you-go" capital financing. The City of Sherman does not currently do this. A history of property taxes for the City of Sherman is noted in Table I.

Debt Service: The City issues General Debt for General Services and Stormwater Services projects and issues debt through the Greater Texoma Utility Authority for Utility Services projects. General Debt is supported by Property Taxes and/or Sales Taxes. Table II shows the General Debt Service Requirements and the bonded debt for Lake Texoma Water Rights, which is attributable to Utility Services. Utility revenues support the contractual debt issued through the Greater Texoma Utility Authority. Table II shows the Debt Service Requirements for this obligation. Possible future debt issues must be considered in light of existing obligations in order to minimize potential tax or utility rate increases.

Private Funds: Funding from developers.

Stormwater Utility Fee: The stormwater utility fee funds drainage-related projects such as flood plain planning, property acquisition, and construction projects.

Governmental Grants: The City received about $8.1 million in funding from the American Rescue Plan Act State and Local Fiscal Relief Fund. The funding supports the City’s response to and recovery from the COVID-19 public health emergency through improvements to the City’s drinking water and wastewater infrastructure.

TABLE I

ANALYSIS OF ASSESSED VALUATION
FIVE YEAR PERIOD

FISCAL YEAR ENDED	REAL PROPERTY ASSESSED VALUE	PERSONAL PROPERTY ASSESSED VALUE	TOTAL
2018	$2,246,249,866	$680,478,596	$2,926,728,462
2019	$2,432,947,486	$692,401,974	$3,125,349,460
2020	$2,641,162,657	$839,573,445	$3,480,736,102
2021	$2,878,715,276	$941,125,157	$3,819,840,433
2022	$3,247,497,789	$876,451,153	$4,123,948,942

ANALYSIS OF PROPERTY TAX LEVIES AND COLLECTIONS
FIVE YEAR PERIOD

FISCAL YEAR ENDED	TAX LEVY	CURRENT COLLECTIONS	PERCENT COLLECTIONS	PRIOR YEAR COLLECTIONS	TOTAL COLLECTIONS
2018	$12,505,911	$11,907,264	95.21%	$79,355	$11,986,618
2019	$13,354,618	$12,489,427	93.52%	$78,946	$12,568,373
2020	$17,020,800	$15,882,649	93.31%	$92,876	$15,975,525
2021	$18,679,020	$17,505,842	93.72%	$87,874	$17,593,716
2022	$20,166,110	$18,879,386	93.62%	$0	$18,879,386

NOTE: 2021 COLLECTIONS ARE ESTIMATES AT 6-30-2022

TABLE II

BOND DEBT SERVICE FUNDS
STATEMENT OF BONDED INDEBTEDNESS: 2021-2022

DATE	TITLE & PURPOSE	TERM (YEARS)	ORIGINAL ISSUE AMOUNT	RETIRED IN PREVIOUS YEARS	DEBT BALANCE 09/30/2021
2004	COMBINATION TAX AND TAX INCREMENT REVENUE CERTIFICATES OF OBLIGATION FOR TAX INCREMENT FINANCING ZONE #1 IMPROVEMENTS	20	$2,840,000	$2,370,000	$470,000
2006	LAKE TEXOMA WATER RIGHTS	40	$3,727,060	$1,522,289	$2,196,715
2016	TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION FOR STREET AND PARK DEVELOPMENT AND CITY FACILITIES	20	$6,970,000	$1,195,000	$5,775,000
2017	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017	13	$9,360,000	$2,465,000	$6,895,000
2017	TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION FOR PUBLIC WORKS PROJECTS	20	$18,110,000	$1,975,000	$16,135,000
2017A	TAX AND MUNICIPAL DRAINAGE UTILITY SYSTEM REVENUE FOR PUBLIC WORKS PROJECTS	20	$3,900,000	$570,000	$3,330,000
2018	COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION FOR PUBLIC WORKS PROJECTS	25	$18,980,000	$965,000	$18,015,000
2019	COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION FOR STREET IMPROVEMENTS	25	$19,130,000	$890,000	$18,240,000
2021	LIMITED TAX NOTES SERIES 2021	5	$1,980,000	$350,000	$1,630,000

TABLE II - CONTINUED

DATE	TITLE & PURPOSE	TERM (YEARS)	ORIGINAL ISSUE AMOUNT	RETIRED IN PREVIOUS YEARS	DEBT BALANCE 09/30/2020
2021	COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION FOR PUBLIC FACILITY AND STREET IMPROVEMENTS	30	$29,025,000	$0	$29,025,000
2022	LIMITED TAX NOTES SERIES 2022	5	$2,100,000	$0	$2,100,000

BOND DEBT SERVICE FUND
SCHEDULE OF REQUIREMENTS: 2022 - 2052

FISCAL YEAR ENDING 09/30	PRINCIPAL	INTEREST	TOTAL
2022	$4,463,603	$3,615,014	$8,078,617
2023	$4,762,455	$3,332,919	$8,095,375
2024	$4,706,423	$3,127,395	$7,833,819
2025	$4,905,510	$2,924,159	$7,829,669
2026	$5,144,720	$2,702,899	$7,847,619
2027	$4,904,055	$2,474,264	$7,378,319
2028-2032	$22,039,991	$9,584,416	$31,624,407
2033-2037	$23,034,957	$6,067,005	$29,101,963
2038-2042	$15,470,000	$3,134,481	$18,604,481
2043-2047	$9,225,000	$1,104,444	$10,329,444
2048-2052	$5,155,000	$293,175	$5,448,175
TOTAL	$103,811,715	$38,360,172	$142,171,886

TABLE III

CONTRACTUAL DEBT SCHEDULE OF REQUIREMENTS
2022 - 2047

YEAR	PRINCIPAL	INTEREST	TOTAL
2022	$4,887,600	$1,772,070	$6,659,670
2023	$4,988,000	$1,722,880	$6,710,880
2024	$5,444,480	$1,672,819	$7,117,299
2025	$5,575,960	$2,960,877	$8,536,837
2026	$5,707,440	$4,233,156	$9,940,596
2027	$5,703,920	$4,079,664	$9,783,584
2028-2032	$28,618,240	$18,004,719	$46,622,959
2033-2037	$26,610,000	$14,168,875	$40,778,875
2038-2042	$20,200,000	$10,301,210	$30,501,210
2043-2047	$20,060,000	$6,762,525	$26,822,525
TOTAL	$127,795,640	$65,678,795	$193,474,435

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 2.**

Meeting Date: 08/15/2022

Prepared By: Theresa Hutchinson, Parks & Recreation Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6939

Awarding a Bid to and Authorizing Execution of a Contract with the Public Restroom Company for the Purchase and Installation of Site Improvements for the Martin Luther King Park Restroom Replacement Project

Issue:

Awarding a bid to the Public Restroom Company for the Martin Luther King Restroom Replacement Project

Background:

At the March 7, 2022 meeting, the City Council approved a request to advertise for public bids for the Martin Luther King Park Restroom Replacement Project. A request for bids was publicly advertised; and three (3) bids were received and opened on July 7, 2022. In order to gain maximum benefit for the City, bids were evaluated by specific scoring criteria set forth in the bid document, resulting in a recommendation to award to the Public Restroom Company of Minden, Nevada. Attached is the staff scoring evaluation.

Origination:

Department of Parks and Recreation

Financial Consideration:

The project will be funded through the Community Development Block Grant (CDBG) for $199,108.00.

Staff Recommendation:

It is recommended that the City Council award the contract for the Martin Luther King Park Restroom Replacement Project to the Public Restroom Company of Minden, Nevada.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6939
Construction Agreement_Signed
Exhibit A _Bid Request
Exhibit B_Public Restroom Co. Submittal
Exhibit C_COI
Exhibits D & E_signed
Bid Evaluation
Location Map

RESOLUTION NO. 6939

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH THE PUBLIC RESTROOM COMPANY FOR THE PURCHASE AND INSTALLATION OF SITE IMPROVEMENTS FOR THE MARTIN LUTHER KING PARK RESTROOM REPLACEMENT PROJECT; 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 award bid to and authorize the execution of a contract with the Public Restroom Company for the purchase and installation of site improvements for the Martin Luther King Park restroom replacement project for a total cost of One Hundred Ninety Nine Thousand One Hundred Eight Dollars and Zero Cents ($199,108.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are from the Community Development Block Grant (CDBG)

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 15th day of August, 2022.

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

CONSTRUCTION AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS AND PUBLIC RESTROOM COMPANY

The **City of SHERMAN, Texas**, a home-rule municipality ("SHERMAN"), and **Public Restroom Company,** a Nevada corporation ("Contractor"), enter into this Construction Agreement ("Agreement") for the CDBG-Funded Martin Luther King Park Restroom Replacement Project. SHERMAN and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, SHERMAN desires to engage Contractor to provide services in connection with the CDBG-Funded Martin Luther King Park Restroom Replacement Project under the terms and conditions of this Agreement ("Project");

WHEREAS, SHERMAN issued a Request for Proposals, attached hereto as Exhibit A and incorporated herein for all purposes ('Bid Request"), seeking competitively sealed bids for the design and construction of the CDBG-Funded Martin Luther King Park Restroom Replacement Project for Sherman; and

WHEREAS, Contractor timely submitted a sealed response to the Bid Request, attached hereto as Exhibit B and incorporated herein for all purposes ("Submittal"), seeking to provide such services for City; and

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

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

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

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

executed, written Change Order shall be preceded by the SHERMAN City Council's authorization for the SHERMAN City Manager to execute said Change Order. Contractor agrees that SHERMAN's project managers, superintendents and/or inspectors are not authorized to issue verbal or written Change Orders.

2. Term.

Contractor shall mobilize on-site and commence performance of the Project (the "Mobilization Date") within fourteen (14) calendar days of the Effective Date of this Agreement (hereinafter defined) and shall complete the Services within one hundred eighty (180) calendar days of the Mobilization Date. All obligations relating to time set forth herein are material and are of the essence of this Agreement. This Agreement shall remain in full force and effect until completion of the Project to SHERMAN's satisfaction. The obligations listed hereunder shall be fulfilled upon the completion of the Project to SHERMAN's satisfaction.

3. Compensation.

In exchange for the Services as described in the Agreement Documents, SHERMAN agrees to pay the Contractor in an amount not to exceed One Hundred Ninety-Nine Thousand One Hundred Eight and 00/100 dollars ($199,108.00) for the completion of the Project contemplated by and in accordance with the Agreement Documents as follows:

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

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

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

a. This Agreement;

b. The Bid Request, attached hereto as Exhibit A;

c. The Submittal, attached hereto as Exhibit B;

d. SHERMAN's Insurance Requirements, attached hereto as Exhibit C;

d. City of SHERMAN's Standard Construction Details (which is on file in with the City Engineering Department);

e. The Standard Specifications for Public Works Construction (North Central Texas Third Edition 1998) as amended and supplemented by the City of SHERMAN's Special Provisions to said Standard Specification, as amended (which is on file in the City Engineering Department);

f. Affidavit of No Prohibited Interested, attached hereto as Exhibit D;

g. Conflict of Interest Questionnaire, attached hereto as Exhibit E;

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

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

6. Payment, Performance and Maintenance Bonds.

Prior to commencing work under this Agreement, Contractor shall furnish to SHERMAN a payment bond and a performance bond, each of which shall be in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure SHERMAN is indemnified: (i) against any claims for nonpayment of any part of the construction or work performed in connection with the Project; and (ii) for the completion of the Project in accordance with this Agreement. Prior to SHERMAN's final acceptance of the Project, Contractor shall furnish to SHERMAN a two (2) year maintenance bond in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure the repair or remedy of any maintenance issues SHERMAN may have regarding the Project after SHERMAN finally accepts the same.

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

7. Entire Agreement.

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

8. Required Insurance.

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

9. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the SHERMAN City Charter. Contractor shall execute and deliver to SHERMAN the Affidavit of No Prohibited Interest, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable.

Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to SHERMAN the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit E and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

10. Indemnity.

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SHERMAN AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "SHERMAN" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF SHERMAN (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST SHERMAN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, SHERMAN SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION

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

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

11. Liability.
To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. SHERMAN assumes no such responsibility or liability. SHERMAN shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party 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: Public Restroom Company
Attn: Charles E. Kaufman IV
2587 Business Parkway
Minden, NV 89423
Telephone: 888-888-2060
Email: sales@publicrestroomcompany.com

If to SHERMAN, to: City of SHERMAN
Attn: Robby Hefton, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: robbyh@cityofsherman.com

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

26. Representations.

Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

27. Independent Contractor.

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of SHERMAN; that Contractor shall have exclusive

control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between SHERMAN and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between SHERMAN and Contractor.

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

29. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

30. Reference to SHERMAN.
When referring to "SHERMAN" herein, this Agreement shall refer to and be binding upon SHERMAN, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom SHERMAN is legally responsible.

31. Certifications Required by Texas Law.
In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms in this Section have the meanings ascribed to them in the referenced statutes if defined therein.

32. Debarment/Suspension.
SHERMAN is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. SHERMAN, Contractor and Contractor's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Contractor shall include

a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

33. Restrictions on Lobbying.
SHERMAN and Contractor are prohibited from using funds awarded under the Agreement for lobbying purposes. Contractor shall include a statement of compliance with this provision in applicable procurement solicitations and third-party agreements for work on the Project.

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

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

[*Signature page follows.*]

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

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager

Date: _____

ATTEST:

_____
Linda Ashby, City Clerk

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Hullett, PC
Ryan D. Pittman, City Attorneys

PUBLIC RESTROOM COMPANY
a Nevada corporation

By: Catherine Sherin
Printed Name: Catherine Sherin
Title: Controller
Date: 08/09/2022

STATE OF ~~TEXAS~~ Nevada §
§
COUNTY OF Washoe §

BEFORE ME, the undersigned authority, on this day personally appeared Catherine Sherin known to me to be one of the persons whose names are subscribed to the foregoing instrument; that he acknowledged to me he is the COO and duly authorized representative for **Public Restroom Company** and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9 day of August, 2022.

Jennifer L. Garlington
Notary Public in and for the State of Nevada
My Commission Expires: 03/22/2023

JENNIFER L. GARLINGTON
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 07-2489-2 - Expires March 22, 2023

Exhibit A

City of Sherman, Texas
Parks & Recreation Department
PO Box 1106
Sherman, TX 75091-1106

Request for Proposal

For

REQUIREMENTS

FOR

CDBG-FUNDED MARTIN LUTHER KING PARK RESTROOM REPLACEMENT PROJECT

BID NO. 2022-15

CITY OF SHERMAN
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RFP# 2022-15
Community Development Block Grant (CDBG)
Martin Luther King Park Restroom Replacement Project

OVERVIEW

The work to be performed under this contract consists of furnishing all permits, materials, equipment and labor necessary to complete in place, together with all associated appurtenances, the park site renovations for this project in the City of Sherman at the following location:

Martin Luther King Park, 922 N. East Street, Sherman, Texas 75090

The City of Sherman (the “City”) is contracting for replacement of a dilapidated restroom facility at Martin Luther King Park, in a CDBG-eligible area which exhibit objectively determinable signs of physical deterioration and where the City has determined that immediate action is necessary to arrest the deterioration and that permanent improvements should be carried out as soon as practicable. The Project will be financed in whole or in part with assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to all applicable Federal laws and regulations. Bidders must comply with all applicable HUD rules and regulations governing construction projects funded with Community Development Block Grant (CDBG) funds.

CITY OF SHERMAN, TEXAS

FINANCE DEPARTMENT

REQUEST FOR PROPOSAL - BID NO. 2022-15; **CDBG-FUNDED MARTIN LUTHER KING PARK RESTROOM REPLACEMENT PROJECT**

The enclosed **REQUEST FOR PROPOSAL** (RFP) and accompanying **SPECIFICATIONS** are for your convenience in bidding on the enclosed referenced **CDBG-FUNDED MARTIN LUTHER KING PARK RESTROOM REPLACEMENT PROJECT** for the City of Sherman.

Questions may be addressed to the Finance Department at the address listed below. The bids will be opened at **2:00 p.m. on Thursday, July 7, 2022** at the following address:

City of Sherman – Finance Department
Municipal Building
405 N. Rusk Street
Sherman, TX
903-892-7215
craigl@ci.sherman.tx.us

Bids may be submitted by mail to the following address:

City of Sherman
Finance Dept. – Request for Proposal for the CBDG-Funded Martin Luther King Park Restroom Replacement Project
P.O. Box 1106
Sherman, TX 75091-1106
OR
Electronically at www.publicpurchase.com
OR
By delivery at the Municipal Building address listed above.

The award is intended to be included on the agenda of a regularly scheduled City Council meeting at the following address:

City Council Chambers
City Hall
220 W. Mulberry
Sherman, TX

Each bid delivered to the City shall be sealed and marked "Request for Proposal for the CBDG-Funded Martin Luther King Park Restroom Replacement Project" on the exterior of the bid. Electronic submittals may only be made through Public Purchase at https://www.publicpurchase.com. No email or faxed bids will be accepted. Each bid shall be **manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.**

Please note that all bids **must be received at the designated location or through Public Purchase by the deadline shown**. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for **2:00 p.m., Thursday, July 7, 2022,** at which time the sealed bids will be opened.

The City of Sherman will receive sealed bids for **CDBG-FUNDED MARTIN LUTHER KING PARK RESTROOM REPLACEMENT PROJECT**

IT IS UNDERSTOOD that the City Council of the City of Sherman reserves the right to reject any or all bids for any or all products and/or services covered in this Request for Proposal and to waive informalities of defects in such bids.

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sherman's interpretation shall govern.

Pre-Bid Meeting

A pre-bid meeting will be held on June 30, 2022, at 10:00 a.m. at Parks and Recreation, 1002 N. Music Street, Sherman, Texas 75090. Attendance at the pre-bid meetings is not mandatory but is a preferred method of receiving questions and requests from vendors for clarification. **A project site visit will immediately follow the pre-bid meeting.**

CITY OF SHERMAN
GENERAL CONDITIONS

FUNDING: Funds for payment have been provided through the City of Sherman budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval.

LATE BIDS: Bids received in the City of Sherman Finance Department after submission deadline will be considered void and unacceptable. The City of Sherman is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Finance Department shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the Contractor without the permission of the City for a period of ninety (90) days following the date designated for the receipt of bids, and Contractor so agrees upon submittal of their bid.

SALES TAX: The City of Sherman is exempt by law from payment of Texas State Sales Tax and Federal Excise Tax. Contractor shall include any sales taxes from concession sales of taxable items on City property in the total price of the sale, and shall be responsible to report and pay such taxes in a timely manner.

BID AWARD: The City reserves the right to award in the best interest of the City. The City also reserves the right to not award.

CONTRACT: This bid, when properly accepted by the City of Sherman, shall constitute a Contract equally binding between the successful Contractor and the City. No different or additional terms will become a part of this Contract with the exception of Change Orders.

CHANGE ORDERS: No oral statement of any individual shall modify or otherwise change, or affect the terms, conditions or Specifications stated in the resulting Contract. All Change Orders to the Contract will be made in writing by the City's Finance Department.

DELIVERY: All delivery and freight charges (F.O.B. City of Sherman) are to be included in the bid price.

DELIVERY TIME: Bids shall show number of days required to place goods ordered at the City's designated location. Failure to state delivery time may cause bid to be rejected. Successful Contractor shall notify the Parks & Recreation Department immediately if delivery schedule cannot be met. If delay is foreseen, successful Contractor shall give written notice to the Park Maintenance Supervisor. The City has the right to extend delivery time if reason appears valid. Successful Contractor must keep the Park Maintenance Supervisor advised at all times of the status of the order.

CONFLICT OF INTEREST: No public official shall have interest in this Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171.

DISCLOSURE OF CERTAIN RELATIONSHIPS Effective January 1, 2008 Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Sherman not later that the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offence if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The forms required to comply with Chapter 176 are available at http://www.ethics.state.tx.us/forms.CIS.pdf.

ETHICS: The Contractor shall not offer or accept gifts of anything of value nor enter into any business arrangement with any employee, official or agent of the City of Sherman.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this Request for Proposal will be considered for award. Contractors taking exception to the Specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. In the absence of such, a list shall indicate that the Contractor has not taken exceptions and shall hold the Contractor responsible to perform in strict accordance with the Specifications of the RFP. The City of Sherman reserves the right to accept any and all, or none, of the exception(s)/substitution(s) deemed to be in the best interest of the City.

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Sherman Finance Department. Addenda will be available on the city's website and on the Public Purchase website. Contractors who received an email notification of the RFP availability on the City's website or who are registered with Public Purchase will receive notification when addenda are posted.

BID MUST COMPLY with all federal, state, county, and local laws concerning these types of service(s).

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing and engineering practice.

All items supplied against credit must be new and unused, unless otherwise specified, in first-class condition and of current manufacturer.

MINUMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE CONTRACTORS: A prospective Contractor must affirmatively demonstrate Contractor's responsibility. A prospective Contractor must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;

5. Be otherwise qualified and eligible to receive an award.

The City may request representation and other information sufficient to determine Contractor's ability to meet these minimum standards listed above.

CONTRACTOR SHALL PROVIDE with this bid response, all documentation required by this Request for Proposal. Failure to provide this information may result in rejection of bid.

SUCCESSFUL CONTRACTOR SHALL defend, indemnify and save harmless the City of Sherman and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Contractor, or of any agent, employee, subcontractor or Contractor in the execution of, or performance under, any Contract which may result from bid award. Successful Contractor indemnifies and will indemnify and save harmless the City from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful Contractor shall pay any judgment with costs which may be obtained against the City growing out of such injury or damages. In addition, **Contractor shall obtain and file with Owner City of Sherman a Standard Certificate of Insurance and applicable policy endorsement evidencing the required coverage and naming the owner City of Sherman as an additional insured on the required coverage**.

WAGES: Successful Contractor shall pay or cause to be paid, without cost or expense to the City of Sherman, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law. **See also the Davis-Bacon Wage Rate General Section within this bid document.**

TERMINATION OF CONTRACT: This Contract shall remain in effect until Contract expires including renewals, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful Contractor must state therein the reasons for such cancellation. The City of Sherman reserves the right to award canceled Contract to next lowest and best Contractor as it deems to be in the best interest of the City of Sherman.

TERMINATION FOR DEFAULT: The City of Sherman reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this Contract. The City of Sherman reserves the right to terminate the Contract immediately in the event the successful Contractor fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise perform in accordance with the Specifications and Conditions in the Request for Proposal.

Breach of Contract or default authorizes the City of Sherman to exercise any or all of the following rights:

1. The City may take possession of the assigned premises and any fees accrued or becoming due to date;
2. The City may take possession of all goods, fixtures and materials of successful Contractor therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

In the event the successful Contractor shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City shall give the successful Contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the city within two (2) working days of receipt of such notice by the successful Contractor, default will be declared and all the successful Contractor's rights shall terminate.

Contractor, in submitting this bid, agrees that the City of Sherman shall not be liable to prosecution for damages in the event that the City declares the Contractor in default.

NOTICE: Any notice provided by this bid (or required by law) to be given to the successful Contractor by the City of Sherman shall conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in the City of Sherman, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful Contractor agrees to protect the City of Sherman from claims involving infringement of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this Contract, the City of Sherman may appoint a Contract Administrator with designated responsibility to ensure compliance with Contract requirements, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the City of Sherman Finance Department and the successful Contractor.

PURCHASE ORDER: When applicable, a Purchase Order(s) shall be generated by the City of Sherman to the successful Contractor. The Purchase Order number must appear on all itemized invoices and packing slips. The City of Sherman will not be held responsible for any orders placed/delivered without a valid current Purchase Order number.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful Contractor, (b) name and address of receiving department and/or delivery location, (c) Purchase Order number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number or containers, etc.

INVOICES shall show all information as stated above, and mailed directly to the City of Sherman Finance Department, PO Box 1106, Sherman, Texas, 75091-1106.

PAYMENT will be made upon receipt and acceptance by the City of Sherman for any item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. Successful Contractor(s) required to pay subcontractors within 30 days.

ITEMS supplied under this Contract shall be subject to the City's approval. Items found defective or not meeting Specifications shall be picked up and replaced by the successful Contractor at the next service date at no expense to the City of Sherman. If item is not picked up within one (1) week after notification, the item will become a donation to the City for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to the City of Sherman.

WARRANTY: Successful Contractor shall warrant that all items/services shall conform to the proposed Specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. A copy of the warranty for each item being bid must be enclosed. Failure to comply with the above requirements for literature and warranty information could cause bid to be rejected.

REMEDIES: The successful Contractor and the City of Sherman agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

VENUE: This Agreement will be governed and construed according to the laws of the State of Texas. This Agreement is performable in the City of Sherman.

ASSIGNMENT: The successful Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without prior written consent of the City of Sherman.

SPECIFICATIONS and model numbers are for description only unless noted otherwise in detailed specification in this bid packet. Contractor may bid on description only. Contractor may bid on alternate model but must clearly indicate alternate model being bid. Contractor must enclose full descriptive literature on alternate item(s).

SILENCE OF SPECIFICATION: The apparent silence of these Specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these Specifications shall be made on the basis of this statement.

Each insurance policy to be furnished by successful Contractor shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Sherman by Certified Mail thirty (30) days prior to cancellation or upon any material change in coverage.

ANY QUESTIONS concerning this Request for Proposal and Specifications should be directed to the Finance Department at 903-892-7215.

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT

This project is governed under Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 1351], which provides preference to low- to very-low-income residents of the local community (regardless of race or gender) and the businesses that substantially employ these persons, for new employment, training, and contracting opportunities.

Section 3 requires the awarded recipient to fulfill the following obligations to the greatest extent feasible and submit Section 3 summary reports.

If the awarded recipient or a subcontractor of the awarded recipient has the need to hire new persons to complete their contract responsibilities, they are required to direct their newly created employment and/or subcontracting opportunities to Section 3 residents and business concerns. In addition, the award recipient must notify the recipient agency about their efforts to comply with Section 3 and submit any required documentation.

Section 3 Business Concerns means a business concern meeting at least one of the following criteria, documented within the last six-month period: (1a) It is at least 51 percent owned and controlled by low- or very low-income persons; (1b) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or (1c) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing. (2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees. (3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

A Section 3 resident is: 1) a public housing resident; or 2) a low-or very low-income person residing in the City of Sherman where the Section 3 covered assistance is expended.

The following will be included in the awarded recipient's contract with the City:

1. Section 3 of the Housing and Urban Development Act of 1968: The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. Contractor Certification of Compliance: The parties to this contract agree to comply with HUD's regulations in 24 CFR 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR 75 regulations.
3. Contract Language Requirement: The contractor agrees to include this Section 3 Contract Requirements clause in every sub-contract subject to compliance with regulations in 24 CFR 75, and agrees to take appropriate action, as provided in an applicable provision of the sub-contractor in this Section 3 Contract Requirements clause, upon a finding that the sub-contractor is in violation of the regulations in 24 CFR 75. The contractor will not sub-contract with any sub-contractor where the contractor has notice or knowledge that the sub-contractor has been found in violation of the regulations in 24 CFR 75.
4. Contracting Requirements: To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the CDBG Grantee and contractors and sub-contractors for the CDBG project shall ensure contracts and sub-contracts for work awarded in connection with the project are awarded to business concerns that provide economic opportunities to Section 3 Workers; and where feasible in the following order of priority: (1) Section 3 Business concerns that provide economic opportunities to Section 3 Workers residing within the metropolitan area (or

nonmetropolitan county) in which the HUD funded assistance is provided/in which the HUD funded/CDBG project is occurring; and (2) YouthBuild programs.

5. Employment and Training Requirements: To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the CDBG Grantee and contractors and sub-contractors for the CDBG project shall ensure employment and training opportunities generated in connection with the project are filled by Section 3 Workers; and where feasible, in the following order of priority: (1) low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the CDBG assistance is expended (i.e., in which the CDBG project is occurring); and (2) participants in YouthBuild programs.
6. Section 3 Definitions [24 CRF 75]: Definitions for Section 3 terms per 24 CFR 75 are as follows: Section 3 Worker: An employee who currently fits (if hired more than five (5) years before starting work on the CDBG project), or fit at the time of hire (if hired within five (5) years of starting work on the CDBG project), at least one (1) of the following categories: (1) is employed by a Section 3 Business concern; or (2) is a low- or very low-income resident (i.e., a local person living within the Section 3 service area as defined in 24 CFR 75.5, with an individual annualized income at the time of hire (if hired within five (5) years of starting work on the CDBG project), or currently as of date of starting work on the project (if hired more than five (5) years before starting work on the CDBG project) that was/is at or below the low-income (80%) threshold established by HUD for a Family of 1 for the county in which the person lives) [Note: The HUD income threshold must be from the HUD Income Limits for the CDBG program that are in effect at the time of hire (if hired within five (5) years of starting work on the CDBG project), or currently in effect as of the date the worker started work on the CDBG project (if hired more than five (5) years prior to starting work on the CDBG project). The HUD Income Limits are updated annually, typically in March or April.]; or (3) is a YouthBuild participant. Targeted Section 3 Worker: An employee who is employed by a Section 3 Business concern; or who currently fits (or when hired fit) at least one (1) of the following categories as documented within the past five (5) years: (1) lives/lived within the Section 3 service area or the neighborhood of the CDBG project as defined in 24 CFR 75.5; or (2) is a YouthBuild participant. Section 3 Business concern: A business that fits at least one (1) of the following categories: (1) 51% or more owned by low- or very low-income persons; or (2) 75% or more of the labor hours are performed by low- or very low-income persons; or (3) 51% or more owned by current residents of public housing or Section 8-assisted housing. Section 3 Service Area: An area within one (1) mile of the CDBG project's location (i.e., street address); or an area within a circle centered around the CDBG project site that encompasses 5,000 people [if less than 5,000 people live within a one (1) mile radius of the CDBG project site].
   Reporting Labor Hours: CDBG Grantee and contractors and sub-contractors for the CDBG project shall report all worker (see exception on next page) * labor hours on the project as follows: (1) the total number of labor hours worked; (2) the total number of labor hours worked by Section 3 Workers; and (3) the total number of labor hours worked by Targeted Section 3 Workers. The labor hours reported shall include the total number of labor hours worked on the financially assisted project by workers employed by the CDBG Grantee, and employed by their contractors and sub-contractors, during the reporting period specified by HUD and the State CDBG Program. The labor hours reported may be based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance-based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting. [Note: Construction contractors required to maintain certified payroll records to meet federal labor standards requirements shall report actual work hours as reported on the certified payroll records.] *Exception for positions that require an advanced degree or professional certification: Reporting of hours for positions requiring an advanced degree or professional certification is not required, but the hours may be reported to demonstrate Section 3 "best efforts". The CDBG Grantee, contractors and sub-contractors may report the labor hours by Section 3 Workers and Targeted Section 3 Workers without including labor hours from employees in positions requiring an advanced degree or professional certification in the total number of labor hours worked, but if the contract covers both

work requiring an advanced degree or professional certification and other work, the labor hours for the other work under the contract that are not from employees in positions requiring an advanced degree or professional certification must still be reported. Section 3 Contract Requirements (post 11/30/2020 Grantee Awards) Form v.2021-09-01

7. Section 3 Benchmarks: The HUD Section 3 Final Rule (24 CFR 75) establishes “safe harbor” benchmarks that are quantitative benchmarks and prioritized qualitative efforts that funding recipients must complete to assist low- and very low-income persons with employment and training opportunities: (1) 25% or more of all labor hours worked must be worked by Section 3 Workers; and (2) 5% or more of all labor hours worked must be worked by Targeted Section 3 Workers. If the “safe harbor” benchmarks are not met over the course of the project, then the CDBG Grantee and contractors and sub-contractors for the CDBG project shall provide evidence of completing qualitative efforts to assist low- and very low-income persons with employment and training opportunities. Supporting documentation of these completed efforts must also be maintained in the CDBG Grantee’s and contractors’ CDBG project files, to be made available upon request for monitoring purposes.
8. Demonstrating Best Efforts: When the Section 3 benchmarks are not met, the CDBG Grantee and contractors and sub-contractors for the CDBG project shall demonstrate and report qualitative efforts made in an attempt to meet the benchmarks, which may include but are not limited to the following: (1) Engage in outreach efforts to generate job applicants who are Targeted Section 3 Workers. (2) Provide training or apprenticeship opportunities. (3) Provide technical assistance to help Section 3 Workers compete for jobs (e.g., resume assistance, coaching). (4) Provide or connect Section 3 Workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services. (5) Hold one or more job fairs. (6) Provide or refer Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare). (7) Provide assistance to Section 3 Workers to apply for/or attend community college, a four-year educational institution, or vocational/technical training. (8) Assist Section 3 Workers to obtain financial literacy training and/or coaching. (9) Engage in outreach efforts to identify and secure bids from Section 3 Business concerns. (10) Provide technical assistance to help Section 3 Business concerns understand and bid on contracts. (11) Divide contracts into smaller jobs to facilitate participation by Section 3 Business concerns. (12) Provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 Business concerns. (13) Promote use of business registries designed to create opportunities for disadvantaged and small businesses. (14) Conduct outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.
9. Recordkeeping & Reporting: The CDBG Grantee and contractors and sub-contractors for the CDBG project shall maintain all records demonstrating compliance with 24 CFR 75, including contracting information and documents, worker income certifications (for Section 3 Worker status determinations), and worker labor hours on CDBG project; and provide data and reporting documents as requested and required by the State CDBG Program and/or HUD. Grantee and contractor records may be monitored for compliance by the State CDBG Program and/or HUD.
10. Non-Compliance: Non-compliance with HUD's regulations in 24 CFR 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. 11. Indian Housing Assistance Project Specifications: With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians; and (ii) preference in the award of contracts and sub-contracts shall be given to Indian organizations and Indian-Owned Economic Enterprises. Parties to this contract that are subject to the provisions of

Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

DAVIS BACON WAGE RATE GENERAL DECISION

"General Decision Number: TX20220249 04/29/2022

Superseded General Decision Number: TX20210249

State: Texas

Construction Type: Building

County: Grayson County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022
2	04/29/2022

ASBE0021-011 08/01/2017

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	$ 25.87	7.23

BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER	$ 29.47	24.10

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 32.35	13.10

IRON0263-004 06/01/2020

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 25.14	7.43

* PLUM0100-009 11/01/2021

	Rates	Fringes
PIPEFITTER (Excludes HVAC Pipe Installation)	$ 34.48	13.07
PLUMBER (HVAC Pipe Installation Only)	$ 34.48	13.07

* SUTX2014-025 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 19.95	0.00
CARPENTER	$ 15.81	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.27 **	0.00
ELECTRICIAN	$ 20.59	3.36
IRONWORKER, REINFORCING	$ 12.33 **	0.00
IRONWORKER, STRUCTURAL	$ 16.83	4.58
LABORER: Common or General	$ 10.00 **	0.00
LABORER: Mason Tender - Brick	$ 10.95 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.76 **	0.00
LABORER: Pipelayer	$ 13.00 **	0.35
LABORER: Roof Tearoff	$ 11.28 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 12.89 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.93 **	0.00
OPERATOR: Bulldozer	$ 18.29	1.31
OPERATOR: Drill	$ 17.60	0.50
OPERATOR: Forklift	$ 13.63 **	0.00
OPERATOR: Grader/Blade	$ 12.95 **	0.00
OPERATOR: Loader	$ 13.39 **	0.90
OPERATOR: Mechanic	$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 18.44	0.00
OPERATOR: Roller	$ 15.04	0.00
PAINTER (Brush, Roller, and Spray)	$ 13.46 **	2.49
PLUMBER, Excludes HVAC Pipe Installation	$ 22.27	4.81
ROOFER	$ 16.53	0.00
SHEET METAL WORKER (HVAC Duct		

Installation Only)	$ 21.04	5.28
SHEET METAL WORKER, Excludes HVAC Duct Installation	$ 21.31	4.66
TILE FINISHER	$ 11.22 **	0.00
TILE SETTER	$ 14.25 **	0.00
TRUCK DRIVER: Dump Truck	$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck	$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	$ 12.50 **	0.00
TRUCK DRIVER: Water Truck	$ 12.00 **	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in

the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISIO"

INSTRUCTIONS for
CONFLICT OF INTEREST QUESTIONNAIRE

1. If you have a conflict of interest in doing business with the City of Sherman, complete the Conflict of Interest questionnaire, located on the following page. Conflicts of interest are addressed in Texas Local Government Code, Chapter 176.

2. You may consult your attorney on questions arising from the reading of Texas Local Government Code, Chapter 176, and you may contact the Texas Ethics Commission at 512-463-5800 or 800-325-8506.

3. If you complete Conflict of Interest questionnaire:

- Put the name of bidder and name of company in block #1.
- If any person employed by bidder or bidder's company has any known business conflicts, other than previous contracts awarded through a competitive bidding process, or has an existing relationship with any employee of the City of Sherman, list that information in block #3 as appropriate.
- Sign in block #4.

4. COI form is good for one year, and must be re-filed if conflict still exists.

5. Listings of City elected officials and local government officers may be found on the City's website: http://www.ci.sherman.tx.us/.

6. A person failing to file a Conflict of Interest questionnaire, when required by Local Government Code, Chapter 176, commits a Class C misdemeanor.

Rev. 10/2015

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____

Signature of vendor doing business with the governmental entity Date

INSTRUCTIONS for
State Law Mandated Certificate of Interested Parties Form (Form 1295)

1. Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Sherman City Council must be accompanied by an original signature unsworn declaration, Certificate of Interested Parties, Form 1295.

2. Form 1295 must be completed in accordance with the TEC Rules: (https://www.ethics.state.tx.us/legal/ch46.html) and Section 2252.908 of the Texas Government Code, as amended: (http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB01295F.htm).

3. For questions or issues regarding the TEC rules and state law provisions and how Form 1295 should be completed, please consult with your own legal counsel.

4. In order to fill out and submit Form 1295, you will need to log in as directed on the TEC website:

   https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

   Tutorials for creating an account and for creating and submitting Form 1295 may also be found on this web page.

5. Please provide the bolded information exactly as it appears below when creating your certificate:

   Who is the contract with? Click the button for **Other Governmental Entity**

   Agency/Entity Name: **City of Sherman**

   Contract ID Number: **2022-15**

   Description of Goods and Services to be provided: **CDBG-FUNDED MARTIN LUTHER KING PARK RESTROOM REPLACEMENT PROJECT**

6. All other fields as required or as applicable to the individual vendor must be completed as explained in the tutorial video.

7. Vendors must provide a signed, original signature copy of this form along with four signed, notarized, original signature copies of the contract no later than 14 days after Notice of Recommendation for Award is received. All documents shall be signed by an Officer, Director or other Authorized Agent of the company. If the individual signing as Authorized Agent is not an officer or director of the company, appropriate documentation must be included with these documents to confirm that the individual has the authority to bind the company contractually.

rev. 1/26/2018

Form TGC 2270
VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and

2. Company will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name & Title: _____

Company Name: _____

Date Signed: _____

NOTARIZATION

THE STATE OF _____)
COUNTY OF _____)

BEFORE ME, the undersigned notary public on this day personally appeared _____, on behalf of _____ (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the_____day of _____, 202__.

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF _____

The following definitions apply to Texas Government Code Section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires verification from a Company for contracts involving goods or services (regardless of the amount) before the City can enter into the contract.

SCOPE AND SPECIFICATIONS

The goal of this project is to replace the existing restroom facility, whose structure is 60 years old and the concrete block is crumbling. *The current structure is a 30' x 12' rectangle, with a 2' x 12' closet in the middle of the restroom (for the plumbing chase way).*

The scope and specifications are as follows:

- **Contractor shall provide a prefabricated metal restroom structure. The turnkey installation shall include:**
    - Onsite visitation to confirm and verify City-provided scope of work in preparation for installation, including access to the site.
    - Verify building size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
    - Excavate the utility trenches for placement of a prefabricated underground piping tree for plumbing and electrical, set the kit in place, provide water test for inspection prior to backfilling, and place the site adjacent coarse sand along the building and screed it level for final building placement.
    - Set the building on the side pad.
    - Connect the utility stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building's internal electrical panel.

- **Additional scope required of Contractor shall include**:
    - Survey the site.
    - Establish survey for the building pad and prefabricated building slab elevation and front corners.
    - Excavate for building footings (if required).
    - Locate footing sleeves for electrical, waste, and water.
    - Pour the footings (if required).
    - Furnish sand base adjacent to subgrade pad.
    - Provide location for utility POC's nominally 6' outside the foundation.
    - Responsible for providing the building subgrade pad, or if required, footings.
    - Provide a finished slab elevation for the prefabricated building.

- Provide building front corner stakes with offsets.
- Excavate the existing site to the depth of the required footings to local code, if required.
- Furnish coarse concrete sand adjacent to subgrade

NOTES

- **City will make site available during the delivery period, upon sufficient notice of delivery of the prefabricated building.**

EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

- Experience, particularly with similar projects – 40%
- Cost of the project – 40%
- References, particularly with similar projects – 20%

City process after proposals are opened:

The City of Sherman will review proposals submitted and determine the best value vendor based on the evaluation criteria listed above. Once we have made a determination of the winning vendor, this must be approved by the Sherman City Council before any contract can be signed.

Upon review of proposals, the City of Sherman may request a demonstration meeting from one or more vendors.

Please submit two copies of your proposal marked as "Original".

BID FORM AND PRICING SUMMARY

Bidder accepts all of the terms and conditions set forth in the Advertisement for Bid and the Bid Specification Package. Bidder has visited the sites and become familiar with and is satisfied as to the general conditions that may affect cost, progress, and performance of specified work.

MLK Restroom Replacement Project Cost (lump sum): $ _____

Signature of Bidder _____

Bidder (print name) _____

FOR ALL BIDDERS:

Does your bid meet all specifications contained herein, for each item with a submitted lump sum price?

Yes_____ No_____

If no is indicated, explain below:

_____

_____

BIDDERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Request for Proposal. I also understand that if this bid is accepted by the City of Sherman that all of the terms and conditions, specifications, and requirements submitted in my bid and any additions, changes, or deletions made during negotiations will be made a part of this bid under a

binding contract between my company and the City of Sherman, Texas. I also certify that this bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

___ Corporation (The bid MUST be signed by an Officer of the company)
___ Partnership (The bid MUST be signed by a General Partner)
___ Joint Venture (The bid MUST be signed by an Officer of the company)
___ Sole Proprietor (The bid MUST be signed by the Owner)
Company Name: _____

Address of Principal Place of Business:

_____

_____

Mailing Address (if different):

_____

_____

Phone: _____

Fax: _____

Email: _____

Authorized Representative: _____

Signature: _____

Date: _____

Acknowledgement of Addenda (if any): #1 ____ #2 ____ #3 ____

PERFORMANCE BOND

BOND NO._____

STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____, as PRINCIPAL and _____ (Name of Surety) as SURETY, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Sherman (OWNER), in the penal sum of _____ and _____/100 Dollars ($_____) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the PRINCIPAL has entered into a certain written contract with the OWNER, for **CDBG-Funded Martin Luther King Park Restroom Replacement Project** (Name of Project) which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

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

_____

_____

PAYMENT BOND

BOND NO._____

STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____, as PRINCIPAL and _____ (Name of Surety) as SURETY, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Sherman (OWNER), in the penal sum of _____ and _____/100 Dollars ($_____) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the PRINCIPAL has entered into a certain written contract with the OWNER, for **CDBG-Funded Martin Luther King Park Restroom Replacement Project** (Name of Project) which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said PRINCIPAL shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect:

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

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

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

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

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

_____

_____

MAINTENANCE BOND

BOND NO._____

STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____, as PRINCIPAL and _____ (Name of Surety) as SURETY, a corporation organized under the laws of the State of _____ as sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Sherman, a municipal corporation, chartered by virtue of a special act of legislature of the State of Texas, at Sherman, Grayson County, Texas, the sum of _____ and _____/100 Dollars ($_____) for the payment of which sum will truly be made unto said City of Sherman, and its successors, and said principal and sureties to hereby bind themselves, their assigns and successors jointly and severally.

This obligation is conditioned, however, that whereas the said contractor has this day entered into a written contract with the said City of Sherman to build and construct **CDBG-Funded Martin Luther King Park Restroom Replacement Project** (Name of Project) which contract, plans and specifications therein mentioned are hereby expressly made a part hereof as though the same were written embodied herein.

WHEREAS, under the plans, specifications, and contract, it is provided that the contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of one (1) years from the date of the acceptance of said work, and to do all necessary repairing and/or reconstructing in whole or in part of said improvements that should be occasioned by settlement of foundation, defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the contractor. It being understood that the purpose of this section, in part, is to cover all defective conditions arising by reason of defective material and charge the same against the said contractor and sureties on this obligation, and the said contractor sureties hereon shall be subject to the liquidation damages mentioned in said contract for each day's failure on its part to comply with the terms of said provisions of said contract. Now, therefore, if the said contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of one (1) years, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by said contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and said City of Sherman shall have and recover from the said contractor and its principal and sureties damages in the premises, as provided; and it is further agreed that this obligation shall be continuing one against the principal and sureties, hereon, and that successive recoveries may be and had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished or in any manner affected from any cause during said time.

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

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

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

_____

_____

CLOSEOUT DOCUMENTS

Notes:

If the contractor is an individual, he shall sign the affidavit. If the contractor is a partnership, any partner may sign the affidavit. If the contractor is a corporation, a person authorized by the by-laws or by the Board of Directors shall sign the affidavit. If the Contractor is a joint-venture of individuals, any of the individuals may sign the affidavit. If the Contractor is a joint-venture of partnerships, or of individuals and partnerships, the affidavit may be signed by the individual or any partner of any partnership. If the contractor is a joint-venture in which a corporation is a party, separate affidavits must be executed in the name of the joint-venture: one by each corporation and one by each individual or partnership. Signatures for corporations should be by a duly authorized officer. If signature is by another, a showing of authority to sign must accompany the affidavit.

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF GRAYSON

Personally, before me the undersigned authority, on this day appeared _____ who, being duly sworn, on oath, says that he is a legal representative of _____.
(Full name of Contractor as in contract)

and that the contract for the construction of the project, designated as

CDBG-Funded Martin Luther King Park Restroom Replacement Project

_____

has been satisfactorily completed and that all bills for materials, apparatus, fixtures, machinery and labor used in connection with the construction of this project have, to the best of my knowledge and belief, been fully paid.

_____
Signature

_____
Title

Sworn to and subscribed before me this_____day of_____, 202_.

_____
Notary Public in and for

_____County, Texas

CONTRACTOR'S RELEASE OF LIENS AND ACKNOWLEDGEMENT OF FINAL PAYMENT DUE

PROJECT: CDBG-Funded Martin Luther King Park Restroom Replacement Project

CONTRACTOR acknowledges final payment due this date from the City of Sherman, as full and final payment for the cost of the improvements provided for in the above referenced contract between the City of Sherman and _____(CONTRACTOR) dated _____, 202_, the sum of _____dollars, ($ _____), being the remainder of the full amount accruing to the CONTRACTOR by virtue of said contract, including full payment for the cost of any extra work and material furnished by CONTRACTOR in the construction of said improvements, and all incidentals thereto.

Further, CONTRACTOR hereby releases the City of Sherman and their employees, subconsultants, and agents from all liens, claims, complaints or actions whatsoever growing out of said contract, and

Further, CONTRACTOR hereby certifies that all persons, corporations, or other entities doing work upon, or furnishing materials for, said improvements under the above referenced contract have been paid in full, with the exception of the following:

_____

_____

_____

In witness whereof the undersigned has hereto set his hand and seal this _____ day of _____, 202_.

CONTRACTOR: _____

_____

_____

BY: _____

(CORPORATE SEAL)

Subscribed and sworn to before me this ____ day of _____, 20__.

_____
Notary Public

My commission expires _____.

CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT

PROJECT: CDBG-Funded Martin Luther King Park Restroom Replacement Project

CONTRACT DATE: _____

OWNER: City of Sherman, Texas

CONTRACTOR: _____

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

_____

_____

_____ , SURETY COMPANY,

on Bond of

_____

_____

_____ , CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to City of Sherman, Texas, OWNER, as set for in the said Surety Company's Bond No. _____, dated _____.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this _____ day of _____.

_____
Surety Company

_____
Signature of Authorized Representative

_____
Title

_____
Attest
(SEAL)

FEDERAL RULES AND REGULATIONS

1. This Project is financed in whole or in part with assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to all applicable Federal laws and regulations. Contractor and its subcontractors must comply with all applicable HUD rules and regulations governing construction projects funded with Community Development Block Grant (CDBG) funds.

2. Prohibition of Use of Lead-Based Paint: Contractor agrees to comply with 24 CFR Part 35 adopted pursuant to the Lead-Based Paint Poisoning Prevention Act (42.U.S.C. 4831 et seq.) and all applicable rules and orders issued by HUD thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards. Every contract or subcontract, including painting, pursuant to which such federally assisted construction or rehabilitation is performed, shall include appropriate provisions prohibiting the use of lead-based paint.

3. Compliance with Environmental Laws: Contractor agrees to comply with 24 CFR 570.604 (environmental standards), including compliance with the Clean Air Act, as amended (42, U.S.C. 1857 et. seq.); the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318 et seq.), including inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308; and the regulations and guidelines of the Environmental Protection Agency (EPA) governing the work provided under this Contract. Contractor stipulates that any facility to be utilized in the performance of this contract or subcontract is not identified on the List of Violating Facilities issued by the EPA. Contractor shall give prompt notice of any notification received from the EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.

Contractor will include or cause to be included the criteria and requirements of this section (Compliance with Environmental Laws) in every subcontract and will take such action as the City may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this contract be utilized with respect to a facility which has given rise to a conviction under the Clean Air Act or the Federal Water Pollution Control Act.

4. Architectural Barriers Act and the Americans with Disabilities Act: Contractor shall comply with the following requirements as applicable to the Work performed under the Contract:

(a) The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of “residential structure” as defined in 24 CFR 40.2 or the definition of “building” as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

(b) The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

5. Inspections and Audits: At any time during normal business hours and as often as the City, HUD and/or the Comptroller General of the United States may deem necessary, Contractor shall make available to the City, HUD and/or representatives of the Comptroller General for examination all of its records with respect to all matters covered by this Contract and will permit the City, HUD and/or representatives of the Comptroller General to inspect all work, audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

5.1 Reports, Records, and Data:

a. The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, reports, estimates, records and other data as the Owner may request concerning work performed or the be performed under this contract.

b. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing the nature of the charges in proper detail. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible to the City.

c. The contractor shall retain all reports, records, and data related to this Project for a period of at least four years in accordance with federal retention laws.

5.2 Subcontracting:

a. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors concerning compliance with federal laws and HUD rules and regulations governing this Contract.

b. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor for compliance with federal laws and HUD rules and regulations.

c. Nothing contained in this contract shall create any contractual relations or privity of contract between any subcontractor and the City. Contractor agrees that subcontracts shall not contain pass-through provisions and any attempt to assign a pass-through right to a subcontractor shall be void and unenforceable.

d. The Contractor will insert all provisions and forms required by HUD in all subcontracts, including a clause requiring subcontractors to include said provisions and forms in any lower tier subcontracts, as applicable.

6. Davis-Bacon Act & Copeland "Anti-Kickback" Act and Regulations: The Contractor and its subcontractors shall comply with the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, and the regulations of the Secretary of Labor (29 CFR, Part 3), including all reporting, posting, recordkeeping, payroll, and prevailing wage rate requirements for federally assisted construction projects, all of which are incorporated herein by reference.

7. Contract Work Hours and Safety Standards Act: Contractor and its subcontractors shall comply with the Contract Work Hours and Safety Standards Act (40 USC, Chapter 5, Sections 326-332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR Part 70 to 240), which applies to contracts over $100,000 and requires that workers receive overtime compensation (time and one-half pay) for hours they have worked in excess of 40 hours in one week. When applicable, the City may enforce violations under this Act, which include liquidated damages of at least $10.00 per day per violation.

8. Employment and contracting opportunities: To the extent that they are otherwise applicable, Contractor and its subcontractors shall comply with:

(a) Executive Order 11246, as amended by Executive Orders 11375, 11478, *12086,* and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and

(b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

(i) The Contractor will send to each labor organization, or representative of workers with which he has a collective bargaining agreement, or other worker's representative of its commitments under Section 3, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(ii) The Contractor will include the Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the City, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the HUD.

(iii) For the purpose of Section 3, the Section 3 area is defined as the corporate limits of the City of Sherman, Texas. The Contractor or any subcontractor shall attempt to recruit from the Section 3 area and the Section 3 project area, the maximum number of lower income residents through: local advertising media, signs placed at proposed site for the project, and community organizations and public or private institutions operating within or serving the project area.

(iv) When lower income resident workers apply, either on their own initiative or on referral from any source, the contractor and subcontractors shall determine the qualifications of such persons and shall employ such persons if their qualifications are satisfactory and the contractor or subcontractor has openings. If the contractor or subcontractor is unable to employ the workers, such persons shall be listed for the first available opening.

(v) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, age, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed (and that employees are treated during employment) without regard to their race, religion, sex, age, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(vi) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, age, color, or national origin.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or vendor.

(ix) Noncompliance with HUD’s regulation in 24 CFR Part 135 may result in sanction, terminations of this contract for default, and debarment or suspension from future HUD assisted contracts.

(x) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. section 450e) also applies to the work to be performed under this Contract. Section 7(b) required that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contract and subcontracts shall be given to

Indian organizations and Indian-owned Economic Enterprises, Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

9. Project Signs: If required under federal law or upon recommendation by HUD, the Contractor shall erect a sign at the project site identifying the project and indicating that the project is funded with Community Development Block Grant funding. The project sign shall be substantially in accordance with instructions provided by HUD, made from 3/4 inch plywood, placed in a prominent location, and maintained in good condition until completion of the project.

10. Debarment; Conflicts of Interest: Contractor represents and warrants that it will notify the City immediately if Contractor or any of its subcontractors are debarred or threatened with debarment by a federal department or agency in relation to any federally funded projects. Contractor shall ensure compliance with all federal, state, and local laws, rules, and regulations governing conflicts of interest.

EXHIBIT B

PUBLIC RESTROOM COMPANY

Building Better Places To Go.℠

RFP

CDBG-FUNDED MARTIN LUTHER KING PARK

RESTROOM REPLACEMENT PROJECT

BID NO. 2022-15

Bid Due: 7/7/2022, 2:00 PM

BID FORM AND PRICING SUMMARY

Bidder accepts all of the terms and conditions set forth in the Advertisement for Bid and the Bid Specification Package. Bidder has visited the sites and become familiar with and is satisfied as to the general conditions that may affect cost, progress, and performance of specified work.

MLK Restroom Replacement Project Cost (lump sum): $ 199,108

Signature of Bidder

Bidder (print name) Charles E. Kaufman IV

FOR ALL BIDDERS:

Does your bid meet all specifications contained herein, for each item with a submitted lump sum price?

Yes X No_____

If no is indicated, explain below:

_____

_____

BIDDERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Request for Proposal. I also understand that if this bid is accepted by the City of Sherman that all of the terms and conditions, specifications, and requirements submitted in my bid and any additions, changes, or deletions made during negotiations will be made a part of this bid under a

binding contract between my company and the City of Sherman, Texas. I also certify that this bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

_X_ Corporation (The bid MUST be signed by an Officer of the company)
___ Partnership (The bid MUST be signed by a General Partner)
___ Joint Venture (The bid MUST be signed by an Officer of the company)
___ Sole Proprietor (The bid MUST be signed by the Owner)
Company Name: _____

Address of Principal Place of Business:

2587 Business Parkway, Minden, NV 89423

_____

Mailing Address (if different):

_____

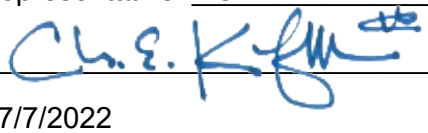
_____

Phone: 888-888-2060

Fax: 888-888-1448

Email: sales@publicrestroomcompany.com

Authorized Representative: Charles E. Kaufman IV

Signature: 

Date: 7/7/2022

Acknowledgement of Addenda (if any): #1 _X_ #2 ____ #3 ____

Price Proposal: **Martin Luther King Jr. Park - City of Sherman, TX**
Date: **July 7, 2022**
Reference: **11304-5/4/2022-0**
RFP: **BID NO. 2022-15**

Our Offer to Sell:

1. **Restroom Building delivered to site @ $ 175,180**
   Public Restroom Company herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

2. **Installation: Turnkey Installation of the Building above @ $ 23,928 with retention allowed.**
   Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:
   a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
   b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
   c. Excavate the utility trenches for placement of our prefabricated underground piping tree for the buildings plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
   d. Set the building on the site pad.
   e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

3. **Owner/General Contractor Final Tie In of Utilities and other site work:**
   The exterior utility connections for water, sewer and electrical 6’ or less from the footprint of the building are by owner/general contractor.

4. **Total Cost of building and installation @ $ 199,108**

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:

Scope of Work Background:
Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:
Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor 's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:
PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an

improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: ***If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.***

Public Restroom Company will "turn-key" set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. The Owner/General Contractor is responsible for flushing all water service lines before final connection.
2. The Owner/General Contractor is responsible for the **final connections** of water, sewer, and electrical at the exterior of building POC's.
3. PRC provides a POC for water, a POC DWV waste line with a clean out your service connection, and an electrical schedule 80 PVC sleeve at an exterior POC.
4. PRC provides and connects the interior building utility connections and the Owner/General Contractor or their subcontractor makes the exterior connections to POC's for services.

Special Conditions, Permits, and Inspection Fees:
Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:
Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:
PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials,

which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:
Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:

Site Inspection:
PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:
PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities under the Prefabricated Building:
We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

We provide all the buildings under-slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to within 6' of the pad and are responsible for final connections at that point.

Connection of Utilities Post Building Placement:
After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6' from building locations.

Electrical:
PRC provides the electrical conduit to the POC 6' from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:
PRC provides the POC up to 6' from the building footprint and the Owner/General Contractor connects the water to our stub out location.

Sewer:
Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:
Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:
PRC estimates a 240 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals from all authorities required to approve them.

Exclusions/Exceptions:

1. **Excludes local site improvement permits. PRC to provide Texas Industrialized Building Code Council approved stamped plans.**
2. **Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4" of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.**
3. **If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.**
4. **Sidewalks outside the building footprint.**
5. **Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage**

or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.

6. **Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.**
7. **Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.**
8. **Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.**
9. **Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.**
10. **Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.**
11. **Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.**
12. **Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.**
13. **Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.**
14. **Backflow certification if applicable by Owner/ General Contractor.**

Insurance and Prevailing Wage Certification:
PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:
As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it

is installed on-site until final acceptance. This special policy has a $1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:
Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to $2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY
All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:
This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:
In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination
Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:
Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by _____
Charles E. Kaufman IV, President

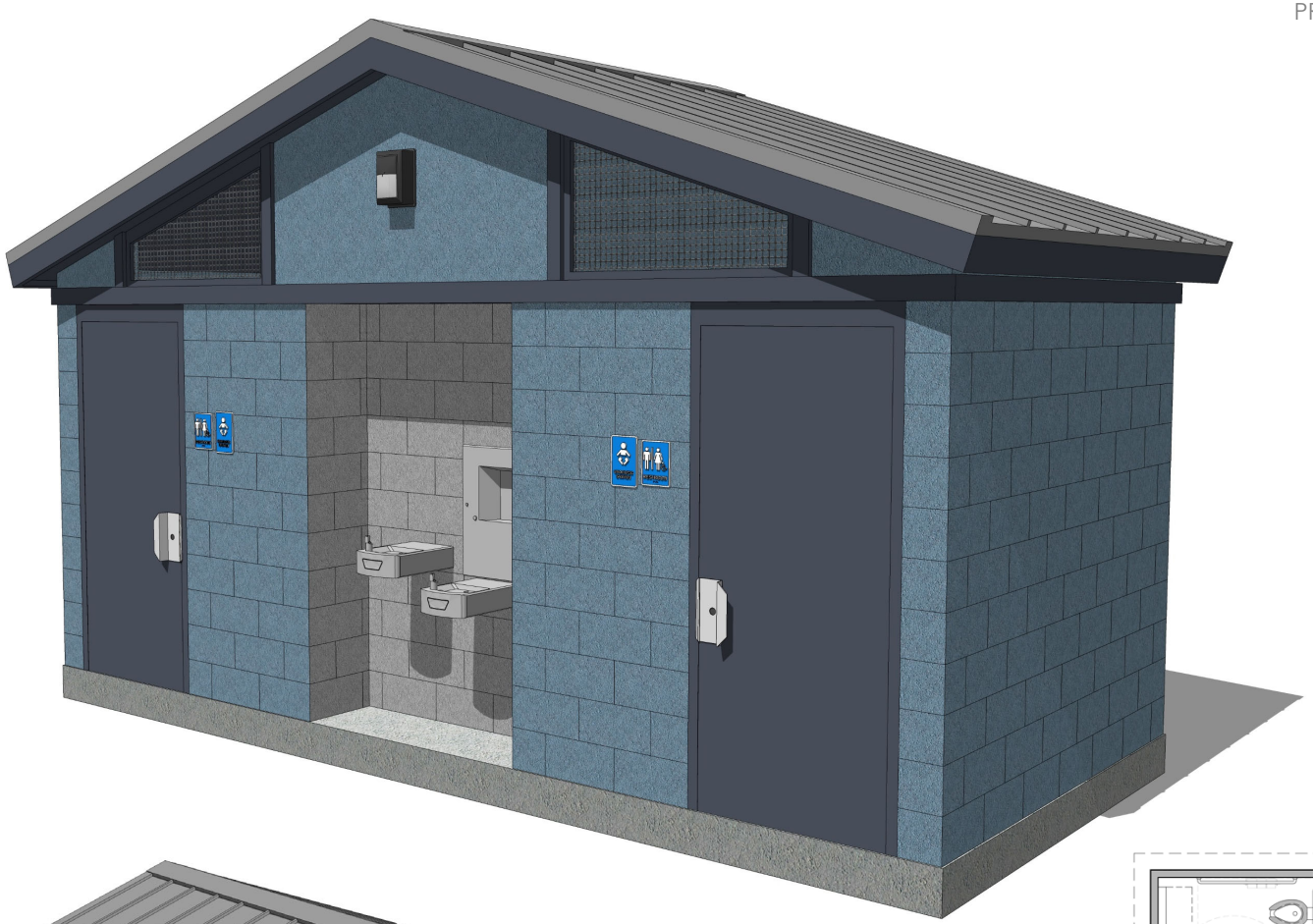
This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

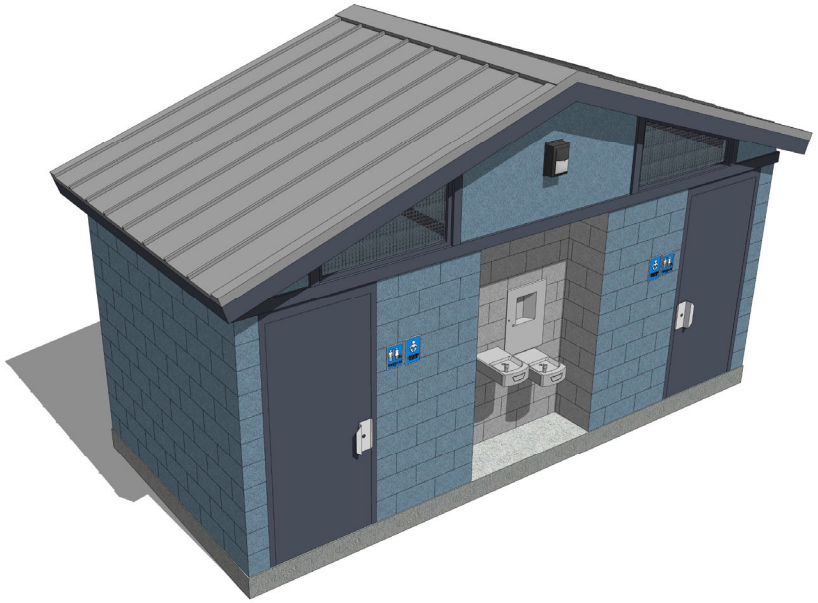
Accepted by:

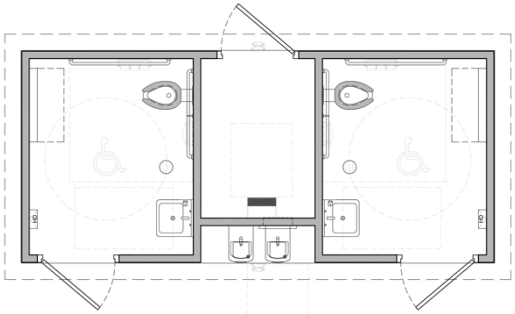
_____ _____
Authorized Signature **Date Signed**

_____ _____
Printed Name **Legal Entity Name and Address**

PROJECT REF#: 11304-5/4/2022-0







FLOOR PLAN

SCALE: NOT TO SCALE

RESTROOM BUILDING

SHERMAN, TEXAS

MARTIN LUTHER KING JR.

ARTIST IMPRESSION: 3D RENDERING ONLY FOR REPRESENTATION. COLORS AND MATERIALS ARE SUBJECT TO CHANGE

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PUBLIC RESTROOM COMPANY

Building Better Places To Go.℠

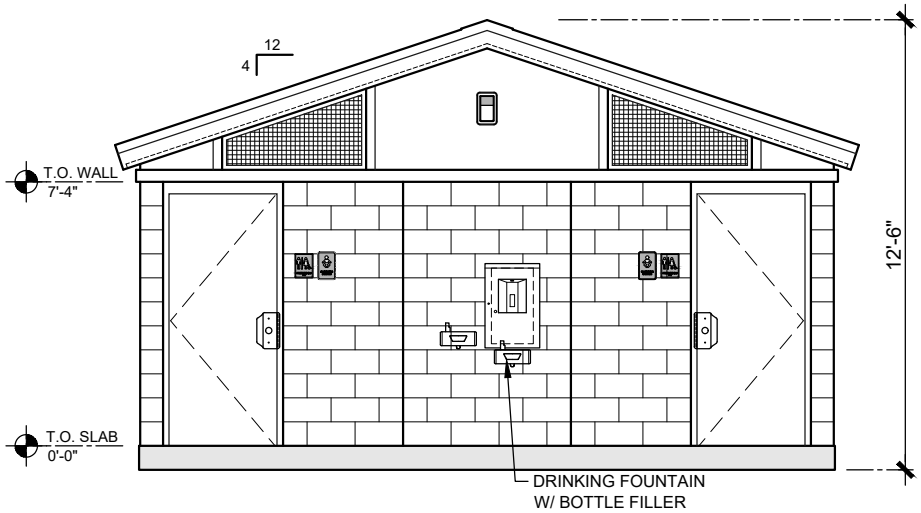
www.PublicRestroomCompany.com

2587 BUSINESS PARKWAY

MINDEN NEVADA 89423

P: 888-888-2060 F: 888-888-1448

PROJECT REF#: *11304-5/4/2022-0*



ELEVATION 1

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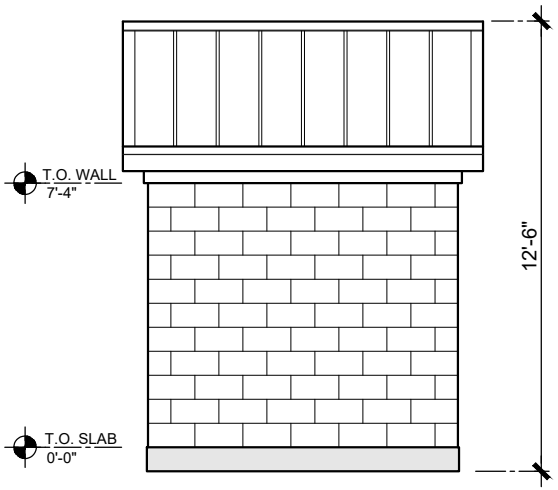
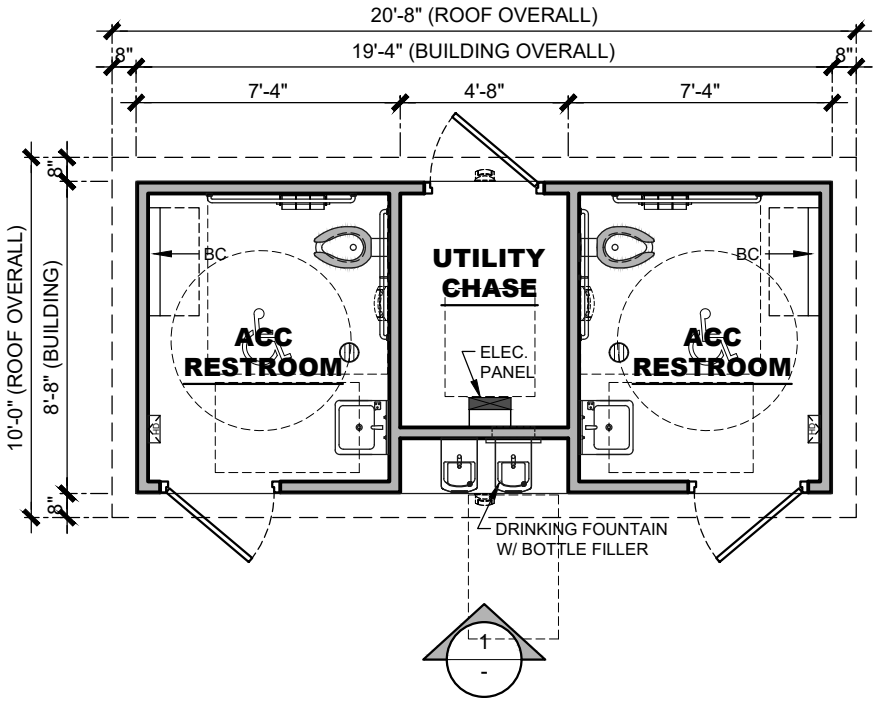


ELEVATION 2

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



FLOOR PLAN

SCALE: 3/16"=1'0"

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PUBLIC RESTROOM COMPANY
Building Better Places To Go.℠

Ph: 888-888-2060 | Fax: 888-888-1448

BUILDING TYPE: **RESTROOM BUILDING**	REVISION # **-**	REVISION DATE: -		SHEET#
		DRAWN BY: -		
PROJECT: **MARTIN LUTHER KING JR. SHERMAN, TX**	PROJECT #: **11304**	START DATE: **5/4/2022**		MAX. PERSON / HOUR: **90 S**
		DRAWN BY: EOR		

~NOT FOR CONSTRUCTION ~ PRELIMINARY DESIGN DRAWING ONLY ~ DO NOT SCALE, DIMENSIONS PRESIDE

SPECIFICATIONS

Project #:	11304	Date:	5/9/2022
Project Name:	Martin Luther King Jr Park	Bldg Size:	See Drawings
Site Address:	1198 N. Broughton Street	Type of Bldg:	PS-022-DF-BF
City, State, Zip:	Sherman, TX 75090		Restroom

TYPE OF BUILDING

Construction Type

MVR WOOD	Wood Framed walls above cap beam, and wood framed rafters [ceiling & vents same as MVR]

FLOOR SYSTEM

ROOM/ITEM	FINISH
Entire Building	Exposed Concrete with Light Broom Finish with Integral Additive for Stain/Moisture Resistance
Entire Building	Floor Coating with Skid Resistant Additive - with color chips

WALL SYSTEM

BUILDING WALLS HEIGHT

Building Walls Height	7'4"

EXTERIOR WALLS - CMU	BLOCK TYPE AND COLOR	ROWS
Split Face Exterior 4" CMU	Split Face Gray	All

CAP BEAM

Cap Beam	Cap Beam, Steel Tube, Painted

WALL FINISHES - EXTERIOR

TYPE	FINISH	HEIGHT
CMU	Paint over block filler	To Cap Beam
FRC Siding -Above- Cap Beam	FRC Stucco Pattern-James Hardie - Painted	Above Cap Beam
Alcove	Precision CMU Painted	To Cap Beam
Exterior Paint	PPG Exterior Gloss - Colors TBD by client	

WALL FINISHES - INTERIOR

ROOM	FINISH	HEIGHT
Restrooms Below Cap Beam	Block filler & paint	To Cap Beam
Restrooms - Above Cap Beam	Stucco Pattern FRC - Painted	Above Cap Beam
Mechanical - To Cap Beam	Block filler & paint	To Cap Beam
Mechanical - Above Cap Beam	Painted OSB	Above Cap Beam

ROOF SYSTEM

ITEM	DESCRIPTION
Metal Sales Image II 26 GA	26 GA SSM, Metal Sales Image II Standing Seam With 12" Striations W/Ice & Water
Entire Building Ceiling	(MVR) 5/16" Cement Board Stucco Pattern Over 5/8" OSB
Fascia	14/16 Ga Formed Galvanized Steel W/1" Return At Top (MVR)
Vents SS Wire Mesh	Stainless Steel Wire Mesh

DOORS - HARDWARE

ITEM	DESCRIPTION
Hollow Metal Doors	Hollow Metal: Galvanized 14 GA. Door w/ 14 GA Frame Continuous Hinge
Deadbolt	SCHLAGE B600 series temporary large format core (std)

ITEM	DESCRIPTION	LOCATION
Pull Plates	Rockwood-VRT24 "Z" (Standard w/Anti-Microbial) (Std)	
Door Closer	LCN Closer, Model # 4211 Cush Arm (for Out Swing Door)	Restroom
Weather Strip	Pemko Perimeter Gasketing (3' x 7' Door) # 303-C-S-3684	Chase
Door Sweeps	Pemko Door Sweep 321SSN36"	Chase
Door Threshold (No Tile)	Threshold Fluted Saddle Mill Finish Alum, 4" Wide #270A36	All
Ives Crash Chain (Standard)	Ives Crash Chain, # CS11526D20, US26D, 20.5, Crash Stop	Chase

RESTROOM ACCESSORIES

ITEM	MANUFACTURER/DESCRIPTION	FINISH
Signage	Door/Wall Signs	Polished Aluminum & Blue
Grab Bars	Grab Bars	Stainless Steel
Aluminum Louvers (Chase Std)	Louver Sunvent Industries Model #157	Polished Aluminum
3-roll Toilet Paper Holders	Royce Rolls TP-3	Stainless Steel
Baby Changing Station	Foundations Horizontal #5410339	Stainless Steel
Hand Dryer Std	Dyson Airblade V, Low Voltage 120V, Model # HU02,	Spray Nickel

ITEM	MANUFACTURER/DESCRIPTION
Utility Hook (Standard)	Utility Hook, Bright Finish, Bobrick # B-670-PRC or Franklin Brass 5501 for Blazer
Soap Dispenser	PRC Proprietary Tank
W/Thru Wall Valve	Thru Wall Valve ASI #353

PLUMBING

FIXTURE/PART	DESCRIPTION
Toilets - Stainless Steel	Acorn # 1675 W-1-HET 1.28 GPF-FVBO-ADA-PFS-316SS
Lavs - Stainless Steel	Rear Connect Acorn # 1652LRB-1-DMS-03-M-316SS
Drinking Fountain	(Murdock) Acorn GS Series, Wall Mount Drinking Fountain, # GSE64-FG-316SS- Dual
Bottle Filler	Acorn BF3 Series, Type 316 SS Bottle Filler, # A0000000-BF3-316SS
Lever (Std) - Toilet Flush Valve	Zurn W.C. Flush Valve 1.28 Ga Zurn # Z6143AV-HET-7L-BG
Metering Faucet	Single Hole Metering Faucet, Chicago Model # 333-E2805-665PSHABCP - Tempered
Floor Drains: W/Trap Primer	Floor Drain Zurn # ZN460-2NH-5B W/Strainer / With Trap Primer

PLUMBING GENERAL

FIXTURE/PART	DESCRIPTION	
Water Heater	Stiebel DHC-E2/3	1 lavatory
Tempered Water to Lavs	Thermostatic Mixing Valve, Acorn Model # ST70-12	
Valve Combo (PRV)	Valve Combo with Pressure Reducing Valve	
Water Line Material	Copper (Std)	
Bladder Tank	ProFlo PFXT5, (PRC)/ Amtrol 2 gal (Blazer) - no elect required	
Hose Bibb- Interior	Acorn #8121-LF - in the Chase	
Hose Reel & Hose	Hose Reel With 5/8"x75' Garden Hose	

ELECTRICAL

ITEM	DESCRIPTION	
Electrical Panel	100 amp Single Phase - 120/240 v	20 Circuits
Breakers	Plug on (QOD)	

LIGHTING		
ITEM	DESCRIPTION (W=WALL, C=CEILING)	
Lighting Control -Interior-	Light Fixture Integraded Occupancy Sensor (OCC)	
Interior Lights	W/C) Luminaire, Swoop Series SWP1212-BRZ-OP-BRZ	15 Watts
Lighting Control -Exterior-	Photo Cell Intermatic Photo Control #EK4336S	
Exterior Light	W) Luminaire, Swoop Series YWP1212-BRZ -OP-BRZ	25 Watts
Chase Lights	C) Green AL-41L (small Chase) Waterproof	18 Watts

RECEPTACLES/SWITCHES, HEATERS, FANS, HVAC, LIGHTED SIGNS		
ITEM	DESCRIPTION	LOCATION
Receptacles	GFCI (Adjacent to Panel)	
Switches Single Pole	Single Pole (Adjacent to Panel)	
Switches By Pass	By Pass (To By Pass OCC Sensors)	
Emergency Light	Lithonia ELM2L Led 2 Head Led Emergency Light (Mechanical Room)	

SECTION 13000
PREFABRICATED RESTROOM BUILDING

A. General, Specifications and Clarification of Prefabricated Building and Site Installation

1. This portion of the bid specifications does not follow the CSI standard format as the prefabricated structure in this bid is an ***off-site constructed "product"*** and not "typical" general construction.
2. The ***installation of the product on-site is general construction*** which must be coordinated between the owner or their general contractor and the supplier. Specifications for the building foundation/pad shall be provided herein by the specified design/build supplier. Due to the responsibility of the specified building supplier for architecture, engineering and a five-year warranty, the site pad/foundation must meet the suppliers design so the pad and building can be considered from a single source for warranty purposes. The supplier must accept the pad and compactions tests before they take responsibility for the entire system under their warranty.

B. Architectural Design/Engineering and Insurance Responsibility

1. While the City has provided bid specifications and a design for the building, the building design/build supplier remains legally responsible for architecture, engineering, and all applicable building, safety, health, fire, and accessibility code compliance. Since they hold professional design responsibility to the owner, the building supplier must furnish certification that they provide product liability insurance in the amounts required by the general specifications ***to cover property damage and personal injury***. Final drawings shall be stamped by a Texas engineer.

C. Errors and Omissions Insurance

1. The building design/build supplier must also provide an additional Professional Architectural and Engineering Errors and Omissions insurance, in the minimum amount of $2,000,000, ***to cover claims against the owner or their general contractor for State and Federal ADA handicapped accessibility and other design/engineering code issues***. This Errors and Omission Policy must remain in effect for 5 years from the completion and owner acceptance of the project. Products liability insurance (since it does not cover professional design responsibility only) will be insufficient for this bid and will be cause for rejection of the bidder.

D. Insurance for the Building offsite, while in transit, and/or on site until turn over and final owner acceptance

1. The supplier may request invoicing for a percentage of building completion in-plant, monthly. Under UCC law, this means that the supplier is turning over

responsibility for the portion invoiced to the owner yet the building will not be on the owner's property and may not be covered by the owner's insurance. Therefore, the building supplier must provide a separate insurance policy insuring the owner and their general contractor as additionally insured for liability, damage and/or vandalism to the building while in the manufacturing facility, while in transit, and/or while in storage at a certified bonded storage facility or at the final project site for up to $200,000 for each prefabricated building module, until the building is final accepted by owner.

E. Owner or General Contractor Coordination with Design/Build Supplier

1. The specified prefabricated public restroom building requires coordination between the owner or their general contractor (who prepares the site pad and delivery access for the prefabricated storage building) and the prefabricated restroom building supplier (who completes the architectural design, engineering, off-site building construction, delivery and installation on site.) The specified prefabricated restroom building specifications include unique components/systems which are custom to the restroom building supplier. Since the restroom supplier is responsible for design, additional insurance requirements for errors and omissions are required.

F. Owner or General Contractor, General Scope of Work

1. The owner or their general contractor for this project is responsible for the site survey and staking the building location, finished slab survey elevations and marking on site, construction and compaction of the required building pad; access to the site for a large crane and tractor trailers delivering the prefabricated building; providing water, sewer, and power at a point of connection (POC) within 6 feet of the building and at the depth required by the building subcontractor and local code; and the installation of any sidewalks outside the building footprint.

2. The owner or their general contractor is responsible for verification to the building subcontractor design/build firm that there are no unanticipated site delivery issues such as overhead wires, trees, tree roots, or existing grade changes and that prevent a clear path of travel between a roadway and the final site exists for a tractor trailer and crane to expedite delivery. The design/build supplier requires that the owner or their general contractor certify that the required delivery crane must be able to set the building module/modules within 35' distance from the center of the building to the center of the crane hoist.

G. Supplier/Prefabricated Restroom Building, General Scope of Work

1. The prefabricated restroom building specialist will provide to the owner or their general contractor final building design architectural drawings and engineering calculations under the responsibility of a licensed structural engineer, in compliance with all local, state and federal codes. The design/build supplier shall construct the building offsite as a permanently relocatable building, transport it to the final required destination, and install the building turnkey, (to 6' from the

building footprint) on an owner or general contractor prepared pad per the drawings included in this bid.

H. Licensing:

The supplier must comply with all the State of Texas requirements.

I. Bid Standard for the Prefabricated Restroom Building

1. The City understands that there are several firms who design and build various types of pre-fabricated public restroom buildings in varying quality and architectural styles, using similar or different construction methods and materials. For the purpose of this project, the owner has selected:

   Public Restroom Company, 2587 Business Parkway, Minden, Nevada, 89423 and specifies herein that this firm is the standard for architectural design, safety, green design, code compliance, and site-specific compatibility. Public Restroom Company is the standard of building performance and quality for the 50-year building design-life with low maintenance based upon the longevity of the materials selected.

   Contact: **Mike Earle**, Regional Sales Manager
   Phone: **888-888-2060 extension 126**
   Fax: **888-888-1448**
   Email: **Mike@PublicRestroomCompany.com**
   Web: **www.publicrestroomcompany.com**

J. "Or Equal Restroom Design/Build Suppliers"

1. The City of Sherman may also allow other firms to become qualified to bid but any firms so authorized to bid must comply with the bid specifications and plans or be subject to post bid rejection.
2. In order to provide full and open competition, other firms may request approval as "or equal." **The following items must be provided to the City in accordance with substitution requirements outlined in the project specifications.** Failure to supply these items will result in bid rejection.

   a) Or Equal applicant shall provide with their bid submission, scaled floor plans and elevations, to show general architectural design criteria is met.
   b) Or Equal applicant shall provide with their bid submission, a written list of each and every deviation from the published bid specifications/plans. Lack of specificity to each deviation from the bid specifications will be cause for rejection.
   c) Or Equal applicant shall provide with their bid submission, manufacturer's certification of test compliance from a national independent testing laboratory to support the claim for absorption resistance of the slab type that will be used in their proposed restroom. Or Equal applicant must provide a list of every building they designed and built over the last 3 years utilizing the same building

materials/systems design criteria as published in this bid. Provide date of building bid, date of completion, and most knowledgeable owner contact.

d) Or equal applicant shall provide certification of the special insurance required in this bid.
e) Or Equal applicant shall be responsible for and bear all cost for architecture, plan checks, design and structural engineering and all fees in obtaining approvals and permits from applicable agencies.

3. Precast Concrete Structures will not be accepted.
4. The City of Sherman or their consultant will be solely responsible for the decision to accept or reject the “or equal” submission.

K. Certificate of Off-site Inspection and Construction Compliance, Provision for Maintenance Manuals, and Warranty

1. The off-site restroom construction requires that a licensed third-party inspection firm provide the owner and the local building official with certification and compliance for the building with the approved plans and specifications. A certificate of compliance shall be issued by this inspector to the local building official to provide certification that the building meets and or exceeds the approve plans and applicable codes.

2. At the project conclusion, the building supplier shall furnish two sets of complete maintenance manuals including a trouble shooting guide, location of manufacturers of key components for replacement parts, and a **five (5) year warranty** to the owner or general contractor.

L. Site Scope of Work by Owner or Their General Contractor

The owner or general contractor shall prepare the restroom building sub grade pad to receive the prefabricated building in accordance with the bid drawings.

1. The building pad shall be excavated to 14” deep from the final building concrete slab elevation in accordance with the drawing titled “foundation pad design.”
2. The building pad shall meet a 90% compaction in lifts using class II base for the first four inches and coarse sand for the last two inches of the pad, leaving the finished sub grade pad elevation at finished floor, minus 8”.
3. The owner or general contractor shall provide water point of service at 30” below finished building slab; sewer at 24” below the finished building slab; and electrical at 36” below the finished building slab or other per bid plans.
4. Owner or their general contractor shall coordinate with restroom supplier to provide full site delivery access for a 70’ tractor-trailer and hydro crane to the final building site.
5. If the final site access is over existing sidewalks, utilities, or landscaping, the owner or their general contractor shall be responsible for plating and or tree trimming, utility line removal, or other to protect any existing conditions.
6. The hydro crane must be able to locate no greater than 35’ from the center point of the building to the center point of the crane.

7. The utilities shall be furnished per bid site plans at specified points of connection (POC) nominally 6' from the building line.
8. Owner or their general contractor shall furnish and install final grading, landscaping and sidewalks.

M. Connection to Utilities

1. The restroom subcontractor will furnish Electrical, Water, and Sewer at the proper POINT OF CONNECTION AND AT THE PROPER ELEVATION BELOW GRADE, for this project. Restroom subcontractor shall provide final hook up of the water from building to POC; sewer hookup to POC; and electrical sleeve from building panel to POC only. Final utility connections shall be by owner, their general contractor, or others. Owner or their general contractor shall flush the water lines thoroughly before making final water connection to the building.

N. Concrete Slab, Required Independent Testing Laboratory Certification

1. The prefabricated building slab special concrete technology claims to be water and urine resistant for life due to special additive technology. The building subcontractor must furnish a test certification of compliance from a national independent testing laboratory to support the claim for absorption resistance. The written report must state the concrete compressive and absorption per ASTM standard #C642 and #C39 respectively. Since this non-absorbency capability is so significant, the design/build subcontractor must provide a general certification of compliance with the above standards.

O. Prefabricated Restroom Building

1. The City of Sherman has evaluated several prefabricated restroom building suppliers. This bid requires such a building be used in lieu of site built traditional construction because of the unique built-in advantages guaranteed by the design/build firm. This technology includes many new innovations such as non-absorbent concrete; anti-microbial components to reduce health risks; built in vandal resistance design; lowered maintenance and long-term warranties that reduce owner risk for failure. The specifications below are written around this new technology.

P. Mat Engineered Concrete Building Slab/Foundation

1. The mat engineered 8" thick slab/foundation shall be engineered and constructed to withstand the transportation weight of the building without cracking and to resist absorption from any liquids deposited on the surface. The concrete slab shall be constructed inside a steel angle curb, reinforced with dual mats (tension and compression,) and poured with a custom concrete formula with special admixtures to create a finished slab that is waterproof for life.
2. Perimeter Steel Curb: 5/16" 50,000-kip steel 6" X 6" welded continuous angle.
3. Rebar Steel Mat: Two layers of 40,000 tensile steel rebar in varying sizes per engineer's requirements, including a perimeter structural continuous grade beam design inside the exterior steel angle and at any other location deemed by the

engineer of record as required for the use intended. In coastal locations or when required for corrosion resistance rebar shall be epoxy coated or fiberglass to resist permanent corrosion. Rebar mats shall be wire tied to code with a minimum of three turns of the wire and overlaps shall be minimum of 15 diameters for any connection.

4. All slab openings shall be surrounded with two layers of steel collars as required by the engineer of record to stop corner cracking and to reinforce the openings for lifting.
5. 1" thick by 3" minimum length threaded nuts shall be welded to the steel perimeter frame with continuous ¼" fillet welds. Nuts shall be welded to common steel plates per the engineer of records design and attached to the interior steel rebar structural mats.
6. The engineer of record shall provide lifting locations with sufficient reinforcement to allow the safe lifting of the entire designed weight of the structure with dual 1" steel bolts and washers at each lifting location. The number of lifting locations with each location fitted with removable ¾" 8" X 8" 50,000 tensile strength steel angles shall be determined by the engineer of record.
7. The slab shall be poured over a 1" thick steel plate table. The concrete mix design shall not exceed a 3" slump and shall be stinger vibrated for maximum consolidation. All floors shall slope to any floor drains within each room and if no floor drain is present the floor should not slope. The surface shall be a very light broom that should meet a coefficient of friction on the surface of .06. Birdbaths shall be cause for rejection.
8. The steel perimeter angle will remain below the concrete surface by nominal two inches to prevent corrosion. After the site concrete sidewalks are poured, the joint shall be full flow sealed with self-leveling grey urethane caulk to prevent penetration of water into the joint.
9. The building shall be designed for future relocation and shall provide protection for the lifting openings in the mat slab so that the threaded openings will be available for future use if needed.
10. The building system shall be designed for placement on an owner or their general contractor site prepared class 2 building pad/and or footings as required by code, per the bid drawings, suitable for 1500 pounds soil bearing capacity minimum. Any soils survey (if necessary) shall be by owner or engineer of record.

Q. Exterior & Interior Masonry Block Walls

1. The exterior walls shall be 4" thickness per State of Texas codes or engineering for wind and seismic. The interior walls shall be 4" block to ceiling height.
2. The 8" mat engineered concrete slab shall be cured a minimum of 7 days. Holes for vertical dowels shall be drilled into the mat engineered slab avoiding any grade beams or other structural reinforcement. Once the holes are drilled, blow out the remaining material and using two-part structural epoxy, wet set the #3 or #4 vertical rebar (as specified on the engineering calculations into holes drilled to the depth per the engineer of record requirements. Each rebar shall be held vertical to allow equal epoxy support to each dowel during the drying period. Engineering

calculations require that rebar shall be installed in each concrete block center void or every block hole. The engineered uplift on each rebar shall be sufficient to restrain any load imposed on the masonry block wall for vertical rebar pull out from the concrete mat engineered slab.

3. The block walls shall be nominal 8” x 16” CMU. The building corners shall have special corner return block that matches the exterior finish and creates a uniform appearance. All 4” CMU shall be custom fabricated with an enlarged interior hole for placement of the grout and vertical rebar.

R. Roof System

1. The roof structure shall be 2” x 6” wood rafters at 24” on center with 5/8” OSB sheathing and ice and water shield membrane with 26 gauge standing seam metal roof panels, color selected by owner. The rake and fascia shall be 14 or 16 gauge formed steel painted in a color selected by Owner.
2. Roof shall be designed per plans to reduce vandals climbing on roof and to obtain proper ventilation size openings for the gables to provide fan-free ventilation.
3. The restroom ventilation screens (described in a following section) shall be attached to the truss frames and non-removable by vandals.

S. Interior Wall Finish

1. Interior precision CMU block masonry walls shall be smoothed to a pebble grain finish with 2-4 mil layers of 7-day curing block fillers and painted with two additional 4 mil layers of industrial high solids (color selected by client) industrial grade enamel.

T. Exterior Wall Finish, Masonry and Gable

1. The building exterior shall be split-face block from AFF to cap beam with stucco finish above cap beam. The exterior shall be painted with two layers of industrial high solids, gloss enamel to a 4-mil thickness. Color to be selected by Owner.

U. Passive Ventilation System (Restrooms)

1. Shall be woven ¼” X 1” X 1”, 316T, stainless steel wire mesh set in welded stainless-steel angles attached to the masonry wall with vandal resistant stainless-steel screws, per plans. There shall also be an 8” x 16” aluminum louvered vent in the utility chase at 9’ AFF, nominal.

V. Doors and Gates

1. The restroom entry doors shall be 7’-0” high, custom fabricated, 14-gauge steel; reinforced with concealed 14-gauge steel ribs welded at 6” intervals on each face; reinforced with a welded plate for door closer mounting; hung on a single continuous, 1 million cycle, aluminum gear hinge with stainless steel vandal resistant screws at nominal 4” on center. The doors shall weigh nominally 176 lbs. each for a 36” X 84” door. Custom fabricated 14-gauge steel door jambs with 4” steel heads shall be welded to the steel cap beam and be solid filled with 3000 psi masonry grout mix.

2. All entry doors shall have a 1/8" thick plate stainless steel "Z-shaped" anti-microbial pull handles with integral latch guard (latch guard on concession entry door and utility chase door only) and Schlage B-600 series commercial series dead bolts.
3. The door closer (restroom entry doors only) shall be "LCN" heavy duty #4210 Series, fastened to a structural reinforced door plate per door manufacturer design.
4. Stainless steel vandal resistant fasteners shall be used on all hardware.

W. Specialties

All specialty washroom equipment shall be commercial grade stainless steel fastened securely to walls with vandal resistant stainless-steel screws to avoid removal by vandals as follows:

1. Toilet paper holder shall be a covered three-roll, 18-gauge stainless steel. Toilet paper holders shall be attached to block walls with 4 epoxy bedded vandal resistant stainless-steel fasteners.
2. Stainless steel grab bars to code shall be 1 ¼" minimum exposed fastener vandal resistant design and installed at each accessible water closet.
3. Cast Aluminum ADA compliant signs shall be recessed into block surface flush with masonry exterior. Signs shall have raised pointed Braille tips and shall be blind secured with epoxy adhesive and stainless-steel fasteners.
4. Baby Changing Stations shall be the Foundations Horizontal Surface Mount
5. Hand Dryer: Dyson Airblade V, nickel finish, mounted adjacent to lavatories
6. Soap Dispenser shall be a stainless steel thru wall nozzle with remote reservoir located in the mechanical chase.

X. Plumbing

1. Building shall be fully compliant with the following codes:
   a) All applicable State of Texas Building Codes. Latest edition applicable.
   b) Texas Plumbing Code. Latest edition applicable.
2. GENERAL: All components and fabrications shall be designed to reduce life cycle maintenance, be compatible with current maintenance spare parts, and shall be listed in a spare parts/maintenance manual (two copies) delivered in utility chase of building.
3. WATER PIPING: Shall be type L copper above grade and type K with silver solder below grade. All water piping shall be designed and constructed with high and low point drain fittings. All piping shall be mounted on Uni-strut wall brackets with neoprene isolators, to code.
4. WATER PRESSURE GAUGE/VALVE COMBO: install three commercial grade industrial water pressure gauges, isolation ball valves, 10-micron water filter with clear canister and check valve.
5. PLUMBING FAUCETS, ISOLATION VALVES AND ACTUATORS: All fixtures except those with flush valves shall be isolated with ball valves for each fixture, concealed lever flush valves, and metered push-button type lavatory faucets.
6. DWV PIPING: DWV piping shall be concealed behind the wall. DWV piping shall be PVC DWV, solvent welded, for all concealed piping. A cast iron no hub DWV

vent pipe with a cast iron roof mounted vandal cap vent shall be required, through the roof.

7. REMOVABLE PIPE TRAPS: All floor drain, sink drain, and waste traps shall be removable for maintenance. Floor drains shall be trapped behind the wall in the utility chase using a combination waste and vent system. Floor drains shall be increased two pipe sizes over standard to allow code use. All surface mounted utility chase piping shall be mounted on Uni-strut with plastic isolators to code. Sink drain traps shall be concealed behind the utility chase walls where maintenance staff can access all plumbing.
8. PLUMBING FIXTURES: Plumbing fixtures shall be 14-gauge, 316 stainless-steel manufactured by Acorn. Toilets shall be wall hung, rear discharge, with lever flush valves. Toilet seats shall be black solid core plastic, non-flammable construction with continuous stainless steel concealed self-checking hinges. Lavatories shall have concealed remote traps behind the mechanical wall. Schedule of fixtures:
    a. Water Closets: Acorn Penal-Ware, 1675-W-1-HET-FVBO-9-ADA-PFS
    b. Water Closet Flush Valve: Zurn Z6143AV-HET-7L-BG
    c. Lavatories: Acorn Penal-ware 1652LRB-1-DMS-03-M-316SS
    d. Lavatory Faucet: Chicago MVP 333-E2805-665PSHABCP
9. FLOOR GRATES: Removable 350 lbs. per square foot pultruded fiberglass non-skid floor grates shall be installed over every opening in the utility chase for OSHA protection/compliance.
10. HOSE BIB: There shall be one Acorn 8120 hose bib provided in the utility chase.
11. HOSE REEL: One commercial grade hose reel with capacity for 75’ X 3/4” commercial heavy-duty hose and nozzle shall be hung in mechanical room for cleaning of restrooms. One 75’ x 3/4" commercial hose shall be furnished.

Y. Electrical

1. GENERAL: Electrical system and components shall be commercial grade or better and piping conduits shall be installed on commercial Uni-strut wall hangers. Interior and exterior electrical lighting fixtures in public areas shall provide lifetime manufacturer’s warranty.
2. PANEL/WIRING: One 100-amp, single-phase, main industrial grade Panel Board, Square "D" QO series, shall be mounted in the utility chase in the restroom building. All breakers shall be plug-on type, minimum 10,000 A.I.C. RMS (Sym) at 120/240 vac. Wiring shall be stranded copper wire #12 min in EMT piping with screw fittings.
3. PIPING: All piping shall be surface mounted to the masonry block walls with minimum of 2” fastener penetration. EMT conduit shall be compression type. Main panel shall maintain a 30” X 36” safety code required clear space, floor to 6’ above finished floor.
4. EXTERIOR LIGHTING: Luminaire YWP1212, 25 watt, LED, vandal resistant, high-impact polycarbonate lens fixtures shall be installed per plans
5. INTERIOR LIGHTING: Luminaire SWP1212, 15 watt, LED, vandal resistant high-impact polycarbonate lens fixtures shall be installed in the restrooms per plans

(one in each restroom) and shall have integral occupancy sensors. The utility chase shall have one (1), 4' single-tube LED fixture, suitable for wet locations, with a single switch at door entry.

6. LIGHTING CONTROL: All exterior restroom lighting shall be controlled by a photocell mounted 8' high on the utility chase/restroom wall. Two (2) bypass switches shall be located in the utility chase (one for interior lighting and one for exterior lighting), so maintenance staff can check operation during daylight hours. Integral occupancy sensors shall control the interior lighting.
7. ELECTRICAL OUTLETS: (1) commercial spec grade dedicated GFCI in the utility chase, per plans.
8. WATER HEATER: Shall be Steibel-Eltron DHC 2/3, located in the utility chase, one for each lavatory (Qty. 2). The water to the lavatories shall be tempered.

Z. Shipping Protection

The building, while traveling over roads to the destination may encounter inclement weather or road grime that could require substantial cleaning when it arrives on site. The building shall be shrink-wrapped before transportation and sufficiently strong to arrive at the owner site intact for exterior finish protection. Materials removed on site shall be disposed of and recycled by restroom building install staff.

AA. Certifications

The local building authority shall provide site inspections for the underground mechanical piping and final connections, footings, and access issues outside the restroom footprint. Restroom building subcontractor shall also furnish 5-year warranty, certifications for the concrete slab specification compliance, and maintenance manuals for the building and components.

END OF SECTION

RFP REFERENCES

MARTIN LUTHER KING PARK RESTROOM

David Bauer
Construction Manager - Capital Projects
Flower Mound TX
972-874-6308

Kim Bybee
Parks Manager
Carrollton TX
972-466-9835

Ziad Kharrat
Parks Special Projects Administrator
Garland TX
972-205-2756

COMPANY PROFILE

Corporate Headquarters:
Public Restroom Company
2587 Business Parkway
Minden, NV 89423
Office: 888-888-2060
Fax: 888-888-1448
www.publicrestroomcompany.com

Executive Team:
Charles "Chad" E. Kaufman IV, President - chad@publicrestroomcompany.com
Catherine "Katie" A. Sherin, Chief Operating Officer - katie@publicrestroomcompany.com

Staff: 65 employees including in-house design/architectural, manufacturing, and management staff.

Manufacturing: Minden, NV - 10.3-acre site with 60,000 square feet of manufacturing and 8,000 square feet of office.

Outsource Locations: Aumsville, Oregon - 30,000 square feet manufacturing.

Years in Business: Our Founder, Charles Kaufman began the modular restroom industry over 45 years ago and has pioneered solutions that solve the problems in public facilities. Public Restroom Company provides state-of-the-art buildings, designed and built with our proprietary components and features that maintain our industry brand. Public Restroom Company began in 2002 to current date.

History of Firm:
Chuck Kaufman, our Founder, specialized in the design and off-site construction of public restroom buildings for parks, golf courses, campgrounds and public recreation sites. Chad Kaufman, President and Katie Sherin, Chief Operating Officer are continuing the legacy created by their father. The experience we have gained in completing $100's of millions of specialized public restroom projects is unmatched by any other firm, nationwide. The database of materials, components, and finishes that stand the test of time in the public park environment is valuable in reducing owner vandalism, maintenance costs, and improving public safety. Our client base consists of architects, landscape architects, and government agencies, nationwide.

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Form TGC 2270
VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and

2. Company will not boycott Israel during the term of the contract.

SIGNED BY: Catherine Sherin

Print Name & Title: Catherine Sherin, COO

Company Name: Public Restroom Company

Date Signed: 08/09/2022

NOTARIZATION

THE STATE OF Nevada)
COUNTY OF Washoe)

BEFORE ME, the undersigned notary public on this day personally appeared Catherine Sherin, on behalf of Public Restroom Company (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 09 day of August, 2022.

JENNIFER L. GARLINGTON
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 07-2489-2 - Expires March 22, 2023

Jennifer L. Garlington
NOTARY PUBLIC IN AND
FOR THE STATE OF Nevada

The following definitions apply to Texas Government Code Section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires verification from a Company for contracts involving goods or services (regardless of the amount) before the City can enter into the contract.

PUBLRES-01 KBARISON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Alpine Insurance Associates 3352 Goni Road Suite 164 Carson City, NV 89706	PHONE (A/C, No, Ext): (775) 829-2345	FAX (A/C, No): (775) 827-7090
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty	20443
INSURER B : Valley Forge Insurance Co	20508
INSURER C : WCF National Insurance Company	40517
INSURER D : Houston Casualty Company	42374
INSURER E :	
INSURER F :	

INSURED

The Public Restroom Company
2587 Business Pkwy
Minden, NV 89423

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER: Deductible $0	X	X	6075680879	6/30/2022	6/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employment Ben.	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	6075686956	6/30/2022	6/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			6075682504	6/30/2022	6/30/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	4008614	6/30/2022	6/30/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab.			HCC 22 68597	6/30/2022	6/30/2023	Deductible $10k	2,000,000
D	Professional Liabili			HCC 22 68597	6/30/2022	6/30/2023	Each Incident	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- Coverage listed below is included in policy 6075680879
R/L/B Coverage $300,000 / Property in Transit - $2,500 Deductible - $200,000 Limit
Builders Risk Limit $1,000,000 / Cargo Insurance $1,000,000 $5,000 deductible
- Employment Practices Liability 6/30/22 - 6/30/23 (Hanover Insurance Company - LH4-H123819-00) / Per Claim $1,000,000 / Aggregate $1,000,000
- Cyber Liability 6/30/22 - 6/30/23 (Evolve MGA - ESJ0032069815) Cyber Crime limit $250,000 / General Aggregate $2,000,000 / Deductible $10,000

SHERMAN AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES are additional insureds per General Liability and SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of SHERMAN, Texas
Attn: Robby Hefton, City Manager
220 W. Mulberry Street
Sherman, TX 75090

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: PUBLRES-01 KBARISON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Alpine Insurance Associates	The Public Restroom Company 2587 Business Pkwy Minden, NV 89423 Douglas
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Auto Liability. Waiver of Subrogation applies. RE: CDBG-Funded Martin Luther King Park Restroom Replacement Project - 1120-1198 N. Broughton St., Sherman, TX

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Business Auto Policy
Policy Endorsement

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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CNA

Business Auto Policy
Policy Endorsement

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: THE PUBLIC RESTROOM COMPANY

Endorsement Effective Date: 06/30/2022

SCHEDULE
Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and
2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CONTINENTAL CASUALTY COMPANY
Insured Name: THE PUBLIC RESTROOM COMPANY

Policy No: 6075680879
Endorsement No: 8
Effective Date: 06/30/2022

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Waiver Type Blanket

A blanket waiver of subrogation is granted for all projects and contracts for the below named insured and its subsidiaries for all jobs requiring such a waiver in writing in all states excluding Texas listed under section 3A of your information page.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 06/30/2022 Policy No. 4008614 Endorsement No.

Insured The Public Restroom Company
2587 Business Pkwy
Minden, NV 89423

Premium

Insurance Company WCF National Insurance Company

Countersigned by _____

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

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(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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j. Damage to Property

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care, custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE.**

Paragraph **(2)** of this exclusion does not apply if the premises are **your work.**

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard.**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

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B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: $N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

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B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

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This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

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B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard.**

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim.**

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

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2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1. **ADDITIONAL INSUREDS**

   a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

      (1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

      (2) was executed prior to:

         (a) the **bodily injury** or **property damage**; or

         (b) the offense that caused the **personal and advertising injury**,

         for which such additional insured seeks coverage.

   b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

      (1) a higher limit of insurance than required by such contract or agreement; or

      (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

   Any coverage granted by this endorsement shall apply only to the extent permissible by law.

   A. Controlling Interest

   Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

   1. such person or organization's financial control of a **Named Insured**; or

   2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

   provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

   B. Co-owner of Insured Premises

   A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

   C. Lessor of Equipment

   Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

   D. Lessor of Land

   Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

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coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

   b. the construction, erection, or removal of elevators; or

   c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

   The coverage granted by this paragraph does not apply to:

   a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

   b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

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a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard.**

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

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b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. bodily injury or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to **your product** arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

l. Damage to Your Work

Property damage to **your work** arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

(1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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(2) If the cause of loss to the damaged work arises as a result of:

(a) fire;

(b) smoke;

(c) collapse; or

(d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the $100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

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claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

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E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured.**

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory.**

(2) the **bodily injury** first occurs during the **policy period.** All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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EXHIBIT C

PUBLRES-01 KBARISON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alpine Insurance Associates 3352 Goni Road Suite 164 Carson City, NV 89706	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (775) 829-2345 **FAX (A/C, No):** (775) 827-7090 **E-MAIL ADDRESS:**
INSURED The Public Restroom Company 2587 Business Pkwy Minden, NV 89423	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Continental Casualty — 20443 INSURER B : Valley Forge Insurance Co — 20508 INSURER C : WCF National Insurance Company — 40517 INSURER D : Houston Casualty Company — 42374 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER: Deductible $0	X	X	6075680879	6/30/2022	6/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employment Ben.	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	6075686956	6/30/2022	6/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			6075682504	6/30/2022	6/30/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	4008614	6/30/2022	6/30/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab.			HCC 22 68597	6/30/2022	6/30/2023	Deductible $10k	2,000,000
D	Professional Liabili			HCC 22 68597	6/30/2022	6/30/2023	Each Incident	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- Coverage listed below is included in policy 6075680879
R/L/B Coverage $300,000 / Property in Transit - $2,500 Deductible - $200,000 Limit
Builders Risk Limit $1,000,000 / Cargo Insurance $1,000,000 $5,000 deductible
- Employment Practices Liability 6/30/22 - 6/30/23 (Hanover Insurance Company - LH4-H123819-00) / Per Claim $1,000,000 / Aggregate $1,000,000
- Cyber Liability 6/30/22 - 6/30/23 (Evolve MGA - ESJ0032069815) Cyber Crime limit $250,000 / General Aggregate $2,000,000 / Deductible $10,000

SHERMAN AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES are additional insureds per General Liability and SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of SHERMAN, Texas
Attn: Robby Hefton, City Manager
220 W. Mulberry Street
Sherman, TX 75090

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: PUBLRES-01 KBARISON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Alpine Insurance Associates	The Public Restroom Company 2587 Business Pkwy Minden, NV 89423 Douglas
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Auto Liability. Waiver of Subrogation applies. RE: CDBG-Funded Martin Luther King Park Restroom Replacement Project - 1120-1198 N. Broughton St., Sherman, TX

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Business Auto Policy
Policy Endorsement

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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Business Auto Policy
Policy Endorsement

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: THE PUBLIC RESTROOM COMPANY

Endorsement Effective Date: 06/30/2022

SCHEDULE
Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and
2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CONTINENTAL CASUALTY COMPANY
Insured Name: THE PUBLIC RESTROOM COMPANY

Policy No: 6075680879
Endorsement No: 8
Effective Date: 06/30/2022

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Waiver Type Blanket

A blanket waiver of subrogation is granted for all projects and contracts for the below named insured and its subsidiaries for all jobs requiring such a waiver in writing in all states excluding Texas listed under section 3A of your information page.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 06/30/2022 Policy No. 4008614 Endorsement No.

Insured The Public Restroom Company
2587 Business Pkwy
Minden, NV 89423

Premium

Insurance Company WCF National Insurance Company

Countersigned by _____

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

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(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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j. Damage to Property

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care, custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE.**

Paragraph **(2)** of this exclusion does not apply if the premises are **your work.**

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard.**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

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B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: $N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

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B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

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This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

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B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard.**

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim.**

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

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2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1. **ADDITIONAL INSUREDS**

   a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

      (1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

      (2) was executed prior to:

         (a) the **bodily injury** or **property damage**; or

         (b) the offense that caused the **personal and advertising injury**,

         for which such additional insured seeks coverage.

   b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

      (1) a higher limit of insurance than required by such contract or agreement; or

      (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

   Any coverage granted by this endorsement shall apply only to the extent permissible by law.

   A. Controlling Interest

   Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

   1. such person or organization's financial control of a **Named Insured**; or

   2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

   provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

   B. Co-owner of Insured Premises

   A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

   C. Lessor of Equipment

   Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

   D. Lessor of Land

   Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

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coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

   b. the construction, erection, or removal of elevators; or

   c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

   The coverage granted by this paragraph does not apply to:

   a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

   b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

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a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard.**

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

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b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. bodily injury or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to **your product** arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

l. Damage to Your Work

Property damage to **your work** arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

(1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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(2) If the cause of loss to the damaged work arises as a result of:

(a) fire;

(b) smoke;

(c) collapse; or

(d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the $100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

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claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

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E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured.**

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory.**

(2) the **bodily injury** first occurs during the **policy period.** All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF Nevada §

THE COUNTY OF Washoe §

I, Catherine Sherin, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

__✓__ None of the Above.

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

Signed this 9 day of August, 2022.

Catherine Sherin CEO

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Catherine Sherin, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this 9 day of August, 2022.

Jennifer L. Garlington

Notary Public in and for the State of Nevada

My commission expires: 03/22/2023

JENNIFER L. GARLINGTON
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 07-2489-2 - Expires March 22, 2023

EXHIBIT E

Solicitation # 2022-15 Adopted 8/7/2015

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 Catherine Sherin

Signature of vendor doing business with the governmental entity

8/09/2022

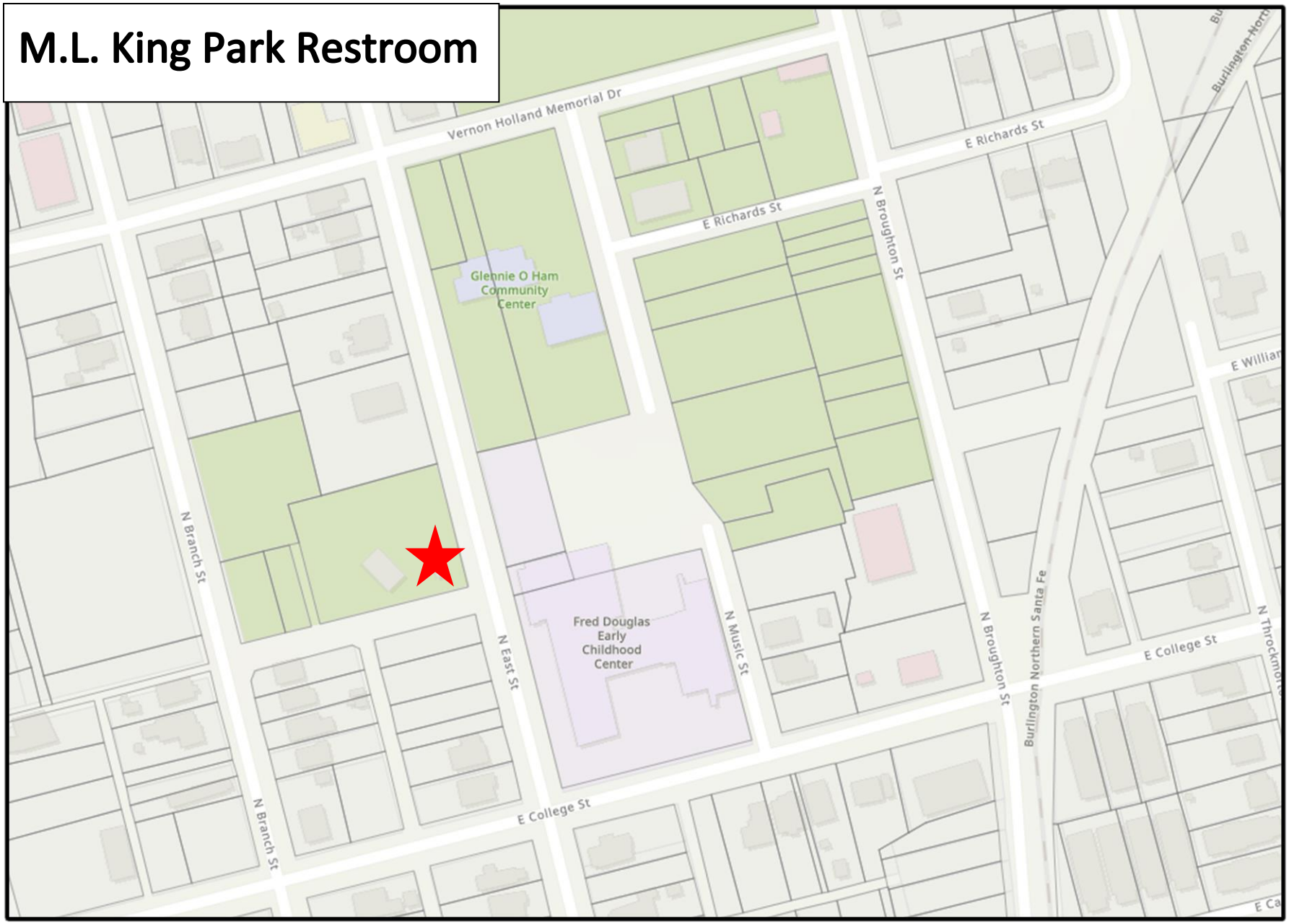
Date

RFP Evaluation - CDBG-Funded MLK Park Restroom Replacement Project

Evaluation Criteria	123 Builders Company	TSG Industries LLC	Public Restroom Co.	Notes
Experience, particularly with similar projects (40%)	30.67	21.67	39.33	
Cost of the project (40%)	31.00	24.00	40.00	
References, particularly with similar projects (20%)	20.00	11.67	20.00	
Evaluation Score	81.67	57.33	99.33	

NOTES:

M.L. King Park Restroom



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 3.**

Meeting Date: 08/15/2022

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6940

Authorizing Execution of a 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 Approximate 150.434-Acre Residential Development west of Carriage Estates Road in the City of Sherman, Texas

Issue:

A 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 an approximate 150.434-acre 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. The ultimate Planned Development is expected to offer a future mix of commercial, retail, office, entertainment, and residential opportunities complimented with areas set aside as parks, waterways, and open space amenities.

This MDA 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. Under this MDA, the City is responsible for funding half of certain major infrastructure (Lamberth Road from Carriage Estates to Friendship Road, Friendship Road - two lanes, funding all of a water line along Lamberth Road and off-site sewer to the southern boundary of this development, while Sherman Hickory Hill, LLC will be responsible for funding half of certain major infrastructure (Lamberth Road from Carriage Estates to Friendship Road and Friendship Road - two lanes) and constructing all other needed public infrastructure within the development.

As part of this MDA, Hickory Hill is expected to create approximately 216 single-family homes, 1,200 multi-family units, and include trails and open space. In all, Hickory Hill's residential portion is conservatively projected to add $200 million to $250 million to the property tax base for the City when fully built-out.

Origination:

City Manager Robby Hefton

Financial Consideration:

Over the 25-year project time horizon, total incremental property tax revenues to the City from this portion of the development are expected to be approximately $25 million.

The costs for the City-related on-site and off-site infrastructure is expected to total at least $7 million, funds of which have been budgeted in the FY2023 budget. The on-site costs for the applicable portions of Lamberth Rd and Friendship Rd are estimated to be about $3.7 million, with those costs being split about 50/50 with the developer. The remaining off-site costs of about $3.5 million will be the City's responsibility. The final allocation of costs to be shared will be determined as final engineering plans are completed, and the project is constructed.

Staff Recommendation:

Staff recommends approval and acceptance of the residential Master Development Agreement with Sherman Hickory Hill, LLC

Alternatives:

As directed by City Council

Attachments

Resolution No. 6940
Development Agreement
OVER ALL CIP PROJECTS
Location Map

RESOLUTION NO. 6940

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A 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 APPROXIMATE 150.434-ACRE 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 Master Development Agreement with Sherman Hickory Hill, LLC, for the Construction of Public Facilities of the planned development known as Hickory Hill, being an approximate 150.434-acre 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 15th day of August, 2022.

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

HICKORY HILL
MASTER DEVELOPMENT AGREEMENT

This Hickory Hill Master Development Agreement (this "Agreement") is entered into by and between Sherman Hickory Hill LLC, a 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, certain terms used herein are defined in Article I; and

WHEREAS, the Developer represents and warrants that it is the sole owner of two tracts of land in the City, consisting of approximately 150.434 acres in the aggregate, as described by metes and bounds on **Exhibit A** and depicted on **Exhibit B** (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, in addition to completing 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 this 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 portion of the Property designated for single-family 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.

(d) 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 this 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 portion of the Property designated for single-family development.

(e) 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 fifty percent (50%) of the actual costs of construction of the Lamberth Road Improvements up to an amount equal to $1,001,285, 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 Opinion of Probable Cost 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 this 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 fifty percent (50%) of the actual costs of construction of the Friendship Road Improvements up to an amount equal to $1,054,233.50, 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 Opinion of Probable Cost 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 this 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.

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 this 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	Property Depiction
Exhibit C	Concept Plan
Exhibit D	Public Infrastructure
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.**

[signatures on following pages]

EXECUTED by the City and Developer on the respective dates stated below.

CITY OF SHERMAN

By: _____
David Plyler, Mayor
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 _____, 2022, 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 _____, 2022, 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

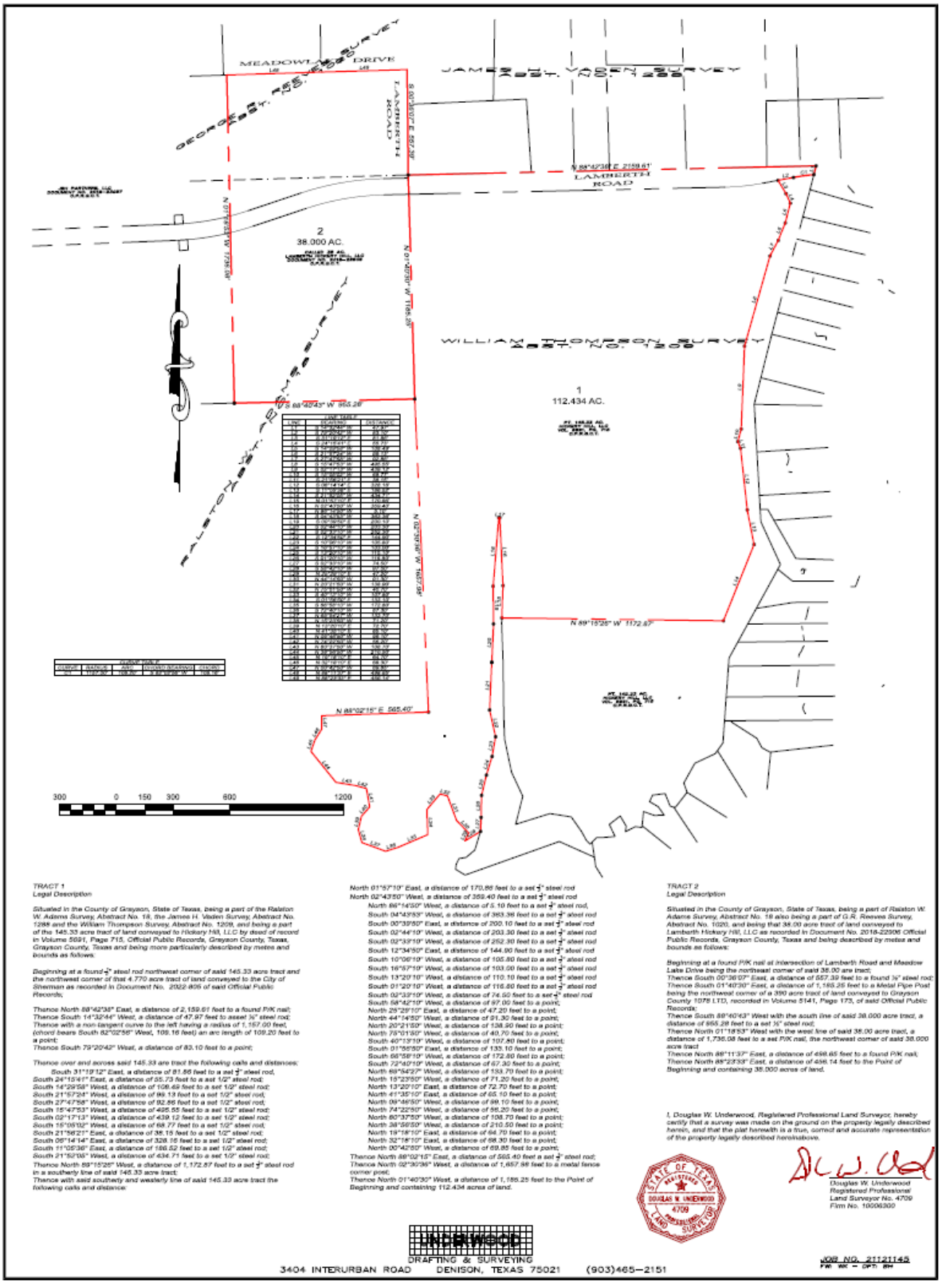
South 01°20'10" West, a distance of 116.80 feet to a set 1/2" steel rod
South 02°33'10" West, a distance of 74.50 feet to a set 1/2" steel rod
South 58°42'10" West, a distance of 97.00 feet to a point;
North 25°29'10" East, a distance of 47.20 feet to a point;
North 44°14'50" West, a distance of 91.30 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.

EXHIBIT B
Property Depiction



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 Hickory 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 ½" 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 PIK 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 1,167.00 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 ½" steel rod,
South 24°10'47" East, a distance of 85.73 feet to a set 1/2" steel rod;
South 14°29'58" West, a distance of 109.69 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°08'02" 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 166.52 feet to a set 1/2" steel rod;
South 21°52'55" 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 ½" 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 ½" steel rod
North 02°43'50" West, a distance of 359.40 feet to a set ½" steel rod
North 66°14'50" West, a distance of 5.10 feet to a set ½" steel rod,
South 04°43'53" West, a distance of 365.36 feet to a set ½" steel rod
South 00°39'50" East, a distance of 200.10 feet to a set ½" steel rod
South 02°44'19" West, a distance of 203.30 feet to a set ½" steel rod
South 02°33'10" West, a distance of 252.30 feet to a set ½" steel rod
South 12°34'50" East, a distance of 144.90 feet to a set ½" steel rod
South 10°06'10" West, a distance of 105.80 feet to a set ½" steel rod
South 16°57'10" West, a distance of 103.60 feet to a set ½" steel rod
South 13°20'10" West, a distance of 110.10 feet to a set ½" steel rod
South 01°20'10" West, a distance of 116.80 feet to a set ½" steel rod
South 02°33'10" West, a distance of 74.50 feet to a set ½" 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°58'50" 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 06°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 60°37'50" West, a distance of 108.70 feet to a point;
North 38°26'50" 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 98.30 feet to a point;
North 05°42'50" West, a distance of 69.85 feet to a point;
Thence North 88°02'15" East, a distance of 565.40 feet to a set ½" 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 Lambarth Hickory 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 PIK nail at intersection of Lambarth Road and Meadow Lake Drive being the northeast corner of said 38.00 are tract;
Thence South 00°36'07" East, a distance of 657.39 feet to a found ½" steel rod;
Thence South 01°40'30" East, a distance of 1,165.25 feet to a Metal Pipe Post being the northwest corner of a 390 acre tract of land conveyed to Grayson County 1075 LTD, recorded in Volume 5141, Page 173, of said Official Public Records;
Thence South 89°40'43" West with the south line of said 38.000 acre tract, a distance of 965.26 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 PIK 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 PIK nail;
Thence North 88°23'33" East, a distance of 494.14 feet to the Point of Beginning and containing 38.000 acres of land.

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
LAND SURVEYOR

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

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

JOB NO. 21121145

EXHIBIT C

Concept Plan

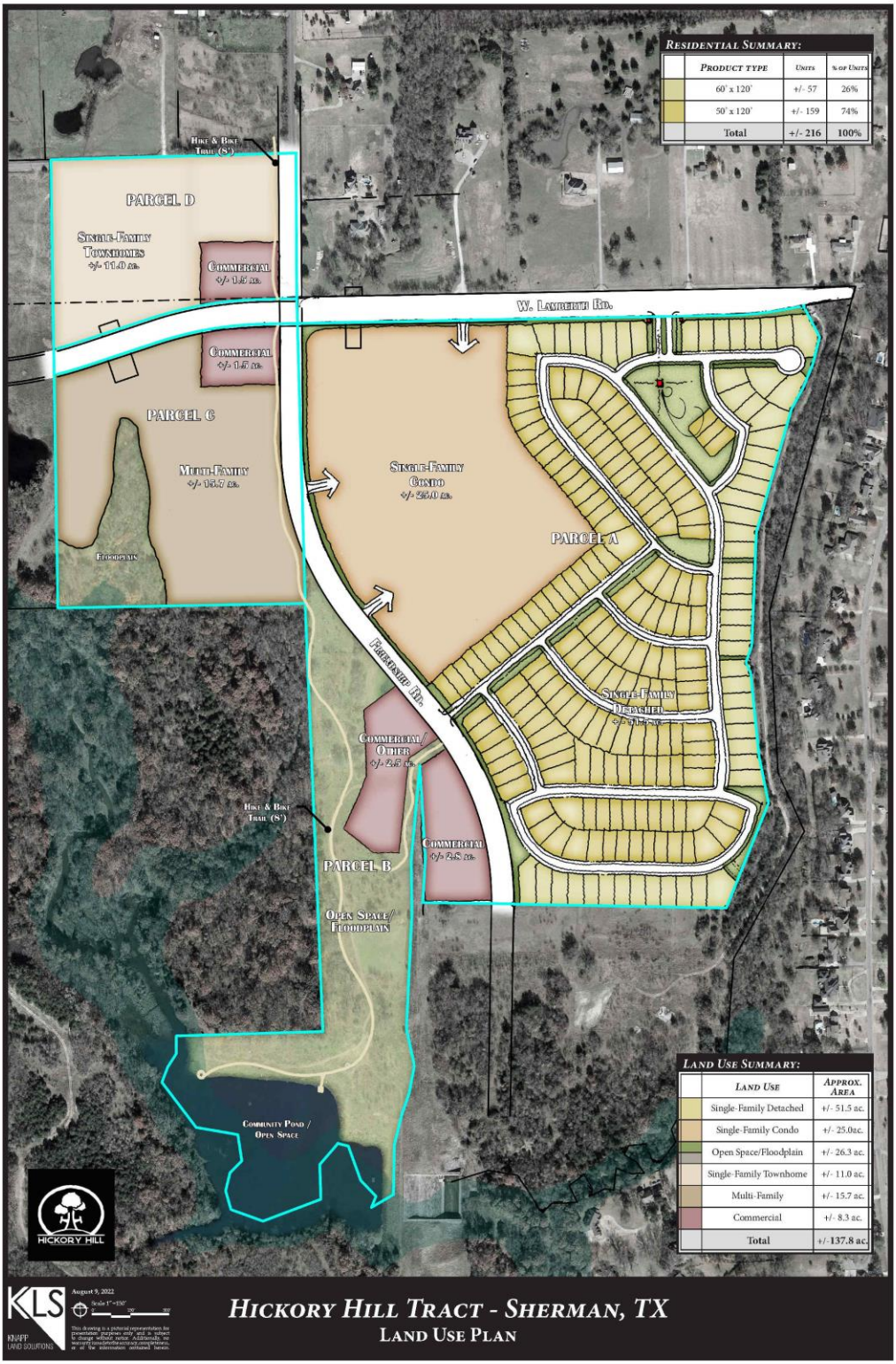


EXHIBIT D
Public Infrastructure

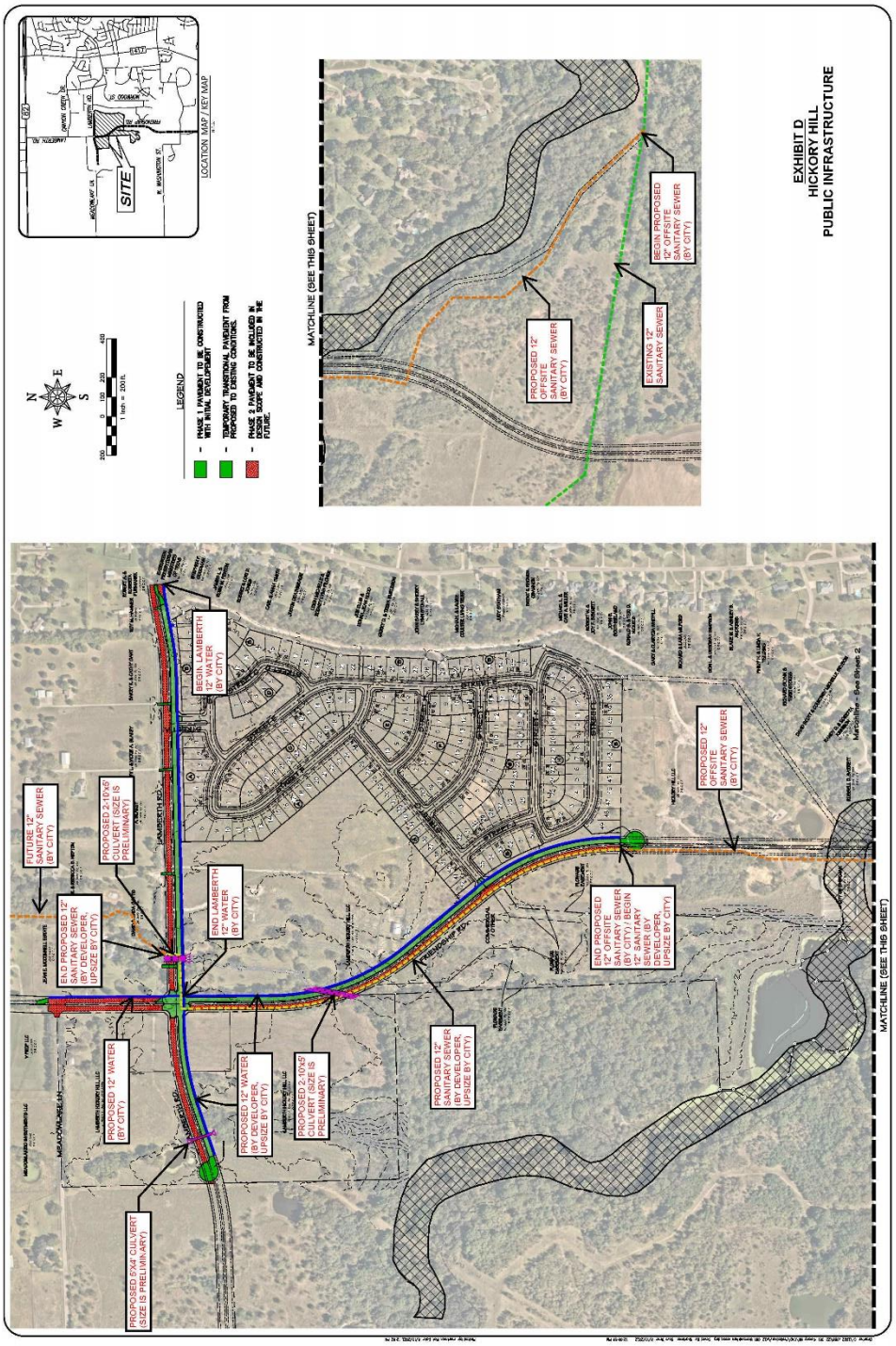


EXHIBIT E
Agreed Form of Deed

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 _____.

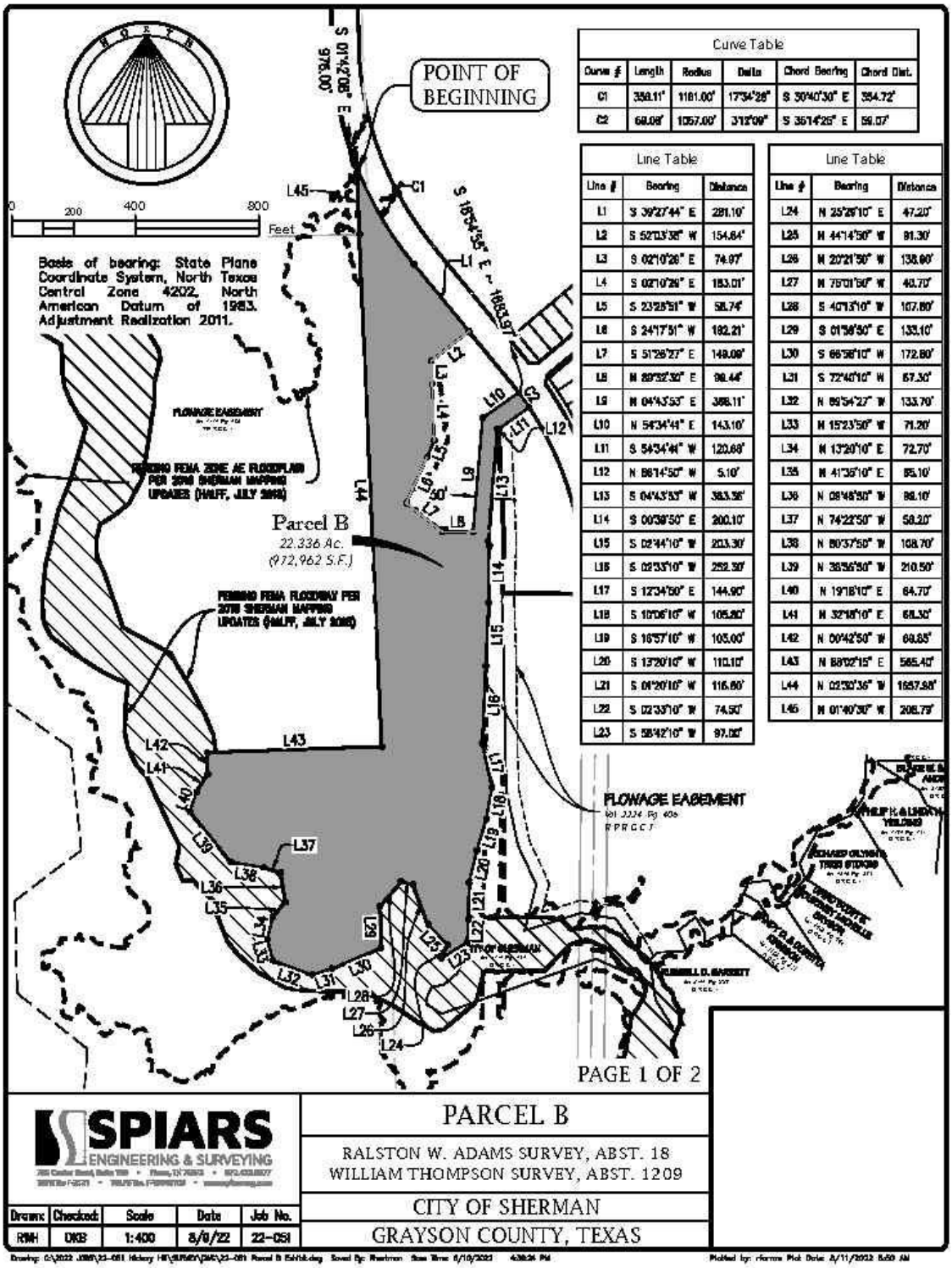
IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

_____
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°26'10" 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	107.60'
L29	S 01°36'50" 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	565.40'
L44	N 02°32'36" W	1657.98'
L45	N 01°40'30" W	208.79'

Drawn:	Checked:	Scale	Date	Job No.
RMH	DKB	1:400	8/8/22	22-051

EXHIBIT G
Opinion of Probable Cost for Roadway Improvements

OPINION OF PROBABLE COST
LAMBERTH ROADWAY IMPROVEMENTS
HICKORY HILL DEVELOPMENT
SHERMAN, TX
8/10/2022

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1.00	**GENERAL COSTS**				
1.01	GENERAL CONDITIONS & MOBILIZATION	1	LS	$50,000.00	$50,000
1.02	GEOTECHNICAL & MATERIAL TESTING	1	LS	1.00%	$17,167
1.03	INSPECTION FEES - PUBLIC PAVING & UTILITIES ONLY	1	LS	4.0%	$68,669
				TOTAL GENERAL COSTS	**$135,836**
2.00	**EARTHWORK & EROSION CONTROL IMPROVEMENTS**				
2.01	CLEARING AND GRUBBING	2	AC	$2,500.00	$5,000
2.02	UNCLASSIFIED CUT/FILL	6,453	CY	$4.50	$29,040
2.03	SWPPP MAINTENANCE	1	LS	$10,000.00	$10,000
2.04	SWPPP INSPECTION	1	LS	$5,000.00	$5,000
2.05	STABILIZED CONSTRUCTION ENTRANCE	2	EA	$1,500.00	$3,000
2.06	CONCRETE WASHOUT AREA (INSTALLATION AND REMOVAL)	1	EA	$1,500.00	$1,500
2.07	INLET PROTECTION BARRIER	8	EA	$110.00	$880
2.08	ROCK FILTER DAM	2	EA	$850.00	$1,700
2.09	FILTER FABRIC FENCE	3,250	LF	$2.00	$6,500
				TOTAL EARTHWORK & EROSION CONTROL IMPROVEMENTS	**$62,620**
3.00	**STORM SEWER IMPROVEMENTS**				
3.01	18" RCP (CLASS III) STORM SEWER	323	LF	$90	$29,070
3.02	24" RCP (CLASS III) STORM SEWER	368	LF	$105	$38,640
3.03	36" RCP (CLASS III) STORM SEWER	387	LF	$150	$58,050
3.04	48" RCP (CLASS III) STORM SEWER	504	LF	$210	$105,840
3.05	54" RCP (CLASS III) STORM SEWER	140	LF	$260	$36,400
3.06	5'x4' RCB (CLASS III) STORM SEWER	109	LF	$450	$49,050
3.07	10'x5' RCB (CLASS III) STORM SEWER	290	LF	$650	$188,500
3.08	CURB INLET - 10'	8	EA	$5,800	$46,400
3.09	TYPE B MANHOLE	3	EA	$7,500	$22,500
3.10	5'x4' RCB STORM SEWER HEADWALLS	2	EA	$12,000	$24,000
3.11	10'x5' RCB STORM SEWER HEADWALLS	2	EA	$20,000	$40,000
3.12	ROCK RIP-RAP WITH FILTER FABRIC	250	SY	$85	$21,250
3.13	TRENCH SAFETY	2,121	LF	$0.50	$1,061
3.14	PERFORMANCE BOND - STORM SEWER	1	LS	1.5%	$9,911
3.15	PAYMENT BOND - STORM SEWER	1	LS	1.5%	$9,911
				TOTAL STORM SEWER IMPROVEMENTS	**$680,583**
4.00	**PAVING IMPROVEMENTS**				
4.01	6" LIME STABILIZED SUBGRADE	11,354	SY	$4	$39,739
4.02	LIME FOR SUBGRADE (42 LBS/SY)	238	TON	$260	$61,993
4.03	REINFORCED CONCRETE PAVEMENT - 5" (4,000 PSI) (DRIVEWAYS)	320	SY	$52	$16,640
4.04	REINFORCED CONCRETE PAVEMENT - 8" (4,000 PSI) (COLLECTOR)	10,513	SY	$76	$798,988
4.05	REINFORCED CONCRETE SIDEWALK - 4" (3,600 PSI)	1,750	SY	$45	$78,750
4.06	HMAC TRANSITION	250	SY	$50	$12,500
4.07	PERFORMANCE BOND - PAVING	1	LS	1.5%	$13,760
4.08	PAYMENT BOND - PAVING	1	LS	1.5%	$13,760
				TOTAL PAVING IMPROVEMENTS	**$1,036,131**
5.00	**STREET LIGHTING & SIGNAGE**				
5.01	STREET LUMINAIRE	6	EA	$5,000	$30,000
5.02	SIGN - SPEED LIMIT	2	EA	$750	$1,500
5.03	SIGN - STREET	5	EA	$750	$3,750
5.04	SIGN - STREET WITH STOP	4	EA	$850	$3,400
				TOTAL STREET LIGHTING & SIGNAGE	**$38,650**
6.00	**MEDIAN AND ROW IMPROVEMENTS**				
6.01	LANDSCAPING, IRRIGATION AND ELECTRIC ALLOWANCE	3250	SY	$15	$48,750
				TOTAL MEDIAN AND ROW IMPROVEMENTS	**$48,750**
				TOTAL CONSTRUCTION COST	**$2,002,570**

EXHIBIT G
Opinion of Probable Cost for Roadway Improvements

OPINION OF PROBABLE COST
FRIENDSHIP ROADWAY IMPROVEMENTS
HICKORY HILL DEVELOPMENT
SHERMAN, TX
8/10/2022

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1.00	**GENERAL COSTS**				
1.01	GENERAL CONDITIONS & MOBILIZATION	1	LS	$50,000.00	$50,000
1.02	GEOTECHNICAL & MATERIAL TESTING	1	LS	1.00%	$14,793
1.03	INSPECTION FEES - PUBLIC PAVING & UTILITIES ONLY	1	LS	4.0%	$59,173
				TOTAL GENERAL COSTS	**$123,967**
2.00	**EARTHWORK & EROSION CONTROL IMPROVEMENTS**				
2.01	CLEARING AND GRUBBING	2	AC	$2,500.00	$5,000
2.02	UNCLASSIFIED CUT/FILL	6,453	CY	$4.50	$29,040
2.03	SWPPP MAINTENANCE	1	LS	$10,000.00	$10,000
2.04	SWPPP INSPECTION	1	LS	$5,000.00	$5,000
2.05	STABILIZED CONSTRUCTION ENTRANCE	2	EA	$1,500.00	$3,000
2.06	CONCRETE WASHOUT AREA (INSTALLATION AND REMOVAL)	1	EA	$1,500.00	$1,500
2.07	INLET PROTECTION BARRIER	5	EA	$110.00	$550
2.08	ROCK FILTER DAM	5	EA	$850.00	$4,250
2.09	FILTER FABRIC FENCE	2,500	LF	$2.00	$5,000
				TOTAL EARTHWORK & EROSION CONTROL IMPROVEMENTS	**$63,340**
3.00	**STORM SEWER IMPROVEMENTS**				
3.01	18" RCP (CLASS III) STORM SEWER	296	LF	$90	$26,640
3.02	24" RCP (CLASS III) STORM SEWER	500	LF	$105	$52,500
3.03	36" RCP (CLASS III) STORM SEWER	287	LF	$150	$43,050
3.04	48" RCP (CLASS III) STORM SEWER	334	LF	$210	$70,140
3.05	54" RCP (CLASS III) STORM SEWER	264	LF	$260	$68,640
3.06	72" RCP (CLASS III) STORM SEWER	20	LF	$350	$7,000
3.07	8'x4' RCB (CLASS III) STORM SEWER	269	LF	$550	$147,950
3.08	10'x5' RCB (CLASS III) STORM SEWER	320	LF	$650	$208,000
3.09	CURB INLET - 10'	5	EA	$5,800	$29,000
3.10	TYPE B MANHOLE	2	EA	$7,500	$15,000
3.11	8'x4' RCB STORM SEWER HEADWALLS	1	EA	$15,000	$15,000
3.12	10'x5' RCB STORM SEWER HEADWALLS	2	EA	$20,000	$40,000
3.13	ROCK RIP-RAP WITH FILTER FABRIC	250	SY	$85	$21,250
3.14	TRENCH SAFETY	2,290	LF	$0.50	$1,145
3.15	PERFORMANCE BOND - STORM SEWER	1	LS	1.5%	$11,180
3.16	PAYMENT BOND - STORM SEWER	1	LS	1.5%	$11,180
				TOTAL STORM SEWER IMPROVEMENTS	**$767,674**
4.00	**PAVING IMPROVEMENTS**				
4.01	6" LIME STABILIZED SUBGRADE	7,966	SY	$4	$27,881
4.02	LIME FOR SUBGRADE (42 LBS/SY)	167	TON	$260	$43,495
4.03	REINFORCED CONCRETE PAVEMENT - 8" (4,000 PSI) (COLLECTOR)	7,376	SY	$76	$560,576
4.04	REINFORCED CONCRETE SIDEWALK - 4" (3,600 PSI)	1,350	SY	$45	$60,750
4.05	PERFORMANCE BOND - PAVING	1	LS	1.5%	$9,479
4.06	PAYMENT BOND - PAVING	1	LS	1.5%	$9,479
				TOTAL PAVING IMPROVEMENTS	**$711,661**
5.00	**STREET LIGHTING & SIGNAGE**				
5.01	STREET LUMINAIRE	4	EA	$5,000	$20,000
5.02	SIGN - SPEED LIMIT	2	EA	$750	$1,500
5.03	SIGN - STREET	5	EA	$750	$3,750
5.04	SIGN - STREET WITH STOP	1	EA	$850	$850
				TOTAL STREET LIGHTING & SIGNAGE	**$26,100**
6.00	**MEDIAN AND ROW IMPROVEMENTS**				
6.01	LANDSCAPING, IRRIGATION AND ELECTRIC ALLOWANCE	3250	SY	$15	$48,750
				TOTAL MEDIAN AND ROW IMPROVEMENTS	**$48,750**
				TOTAL CONSTRUCTION COST	**$1,741,492**

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)

MEADOWLAKE LN

LAMBERTH RD.

FRIENDSHIP RD.

STREET E

STREET C

STREET D

STREET G

STREET H

STREET I

STREET J

STREET K

STREET L

COMMERCIAL / OTHER

FLOWAGE EASEMENT Vol. 2594, Pg. 406 O.P.R.G.C.T.

FLOWAGE EASEMENT Vol. 2226, Pg. 409 O.P.R.G.C.T.

FLOWAGE EASEMENT Vol. 2594, Pg. 406 O.P.R.G.C.T.

MEADOWLAKE10 INVESTMENTS LLC 2022-7640 D.R.G.C.T.

V PROP LLC 2019-22900 D.R.G.C.T.

JEAN E. MCCONNELL ESTATE 2020-18037 D.R.G.C.T.

DON R. & REBECCA S. HEPTON Vol. 5607, Pg. 496 D.R.G.C.T.

LAMBERTH HICKORY HILL, LLC TRACT 1 - Doc. No. 2018-29908

LAMBERTH HICKORY HILL, LLC TRACT 2 - Doc. No. 2018-22900 D.P.R.G.C.T.

LAMBERTH HICKORY HILL, LLC TRACT 3 - Doc. No. 2018-29908 D.P.R.G.C.T.

DAVID & LINDA GATTIS Vol. 2890, Pg. 645 D.R.G.C.T.

RICKEY L. & VICKIE A. SLAKEY Vol. 2496, Pg. 345 D.R.G.C.T.

RICKEY L. & VICKIE A. SLAKEY Vol. 2330, Pg. 267 D.R.G.C.T.

BARRY K. & CATHY GANT Vol. 2346, Pg. 316 D.R.G.C.T.

ROY M. HAMMER 2018-6603 D.R.G.C.T.

ROBERT A. & ROBERTA FURMANEK 2021-45164 D.R.G.C.T.

HICKORY HILL LLC Vol. 5691, Pg. 715 D.R.G.C.T.

CITY OF SHERMAN Vol. 2287, Pg. 814 D.R.G.C.T.

RUSSELL D. SARRETT Vol. 3744, Pg. 999 D.R.G.C.T.

RICHARD & LARA MILFORD 2007-9720 D.R.G.C.T.

DON L. & DEBORAH SIMPSON Vol. 3391, Pg. 512 D.R.G.C.T.

BLAKE W. & ASHLEY B. ANDREWS Vol. 5265, Pg. 194 D.R.G.C.T.

PHILIP H. & LINDA H. YELDING Vol. 2294, Pg. 217 D.R.G.C.T.

RICHARD GLYNN & TERRI STOKES Vol. 4844, Pg. 2921 D.R.G.C.T.

DAVID SCOTT & COURTNEY MICHELLE BICKSON Vol. 5265, Pg. 197 D.R.G.C.T.

RANDY D. & DORETTA KANNEKEN Vol. 5265, Pg. 200 D.R.G.C.T.

HOUSTON TRUSTEES OF TEXAS Vol. 1482, Pg. 350 D.R.G.C.T.

STEPHEN F. GOODMAN Vol. 1804, Pg. 140 D.R.G.C.T.

JAMES L. & ROSE M. FENTON Vol. 2110, Pg. 60 D.R.G.C.T.

ROBERT & LORI D. JONES Vol. 4844, Pg. 2906 D.R.G.C.T.

CARL & ANNA SMITH Vol. 3391, Pg. 512 D.R.G.C.T.

JUSTIN DEATHERAGE 2018-29908 D.R.G.C.T.

LEIGH MICHELLE & RODNEY LYNN FILCHER Vol. 4731, Pg. 696 D.R.G.C.T.

JOE ELLIS & DONNA JEAN HOOD Vol. 2594, Pg. 412 D.R.G.C.T.

GERRY D. & TREVA BURLESON Vol. 2594, Pg. 240 D.R.G.C.T.

JOHN BARRY & SHERRY LYNN STOVALL Vol. 4235, Pg. 279 D.R.G.C.T.

MICHAEL & LAURIE COULTER LIVING TRUST 2021-47152 D.R.G.C.T.

JUDY STATHAM Property #520029 D.R.G.C.T.

BRENT & RHONDA OBANNON Vol. 2470, Pg. 429 D.R.G.C.T.

MICHAEL L. & CARI A. MILLER Vol. 5095, Pg. 52 D.R.G.C.T.

ROBERT W. & JOY F. BENNETT Vol. 2400, Pg. 248 D.R.G.C.T.

JOHN S. SOUTHERLAND Vol. 1668, Pg. 109 D.R.G.C.T.

RONALD S. & TERI D. NICKELS Vol. 5405, Pg. 32 D.R.G.C.T.

GARY & GLARYCIA WHITFILL Vol. 3686, Pg. 92 D.R.G.C.T.

Matchline - See Sheet 2

MATCHLINE (SEE THIS SHEET)

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)

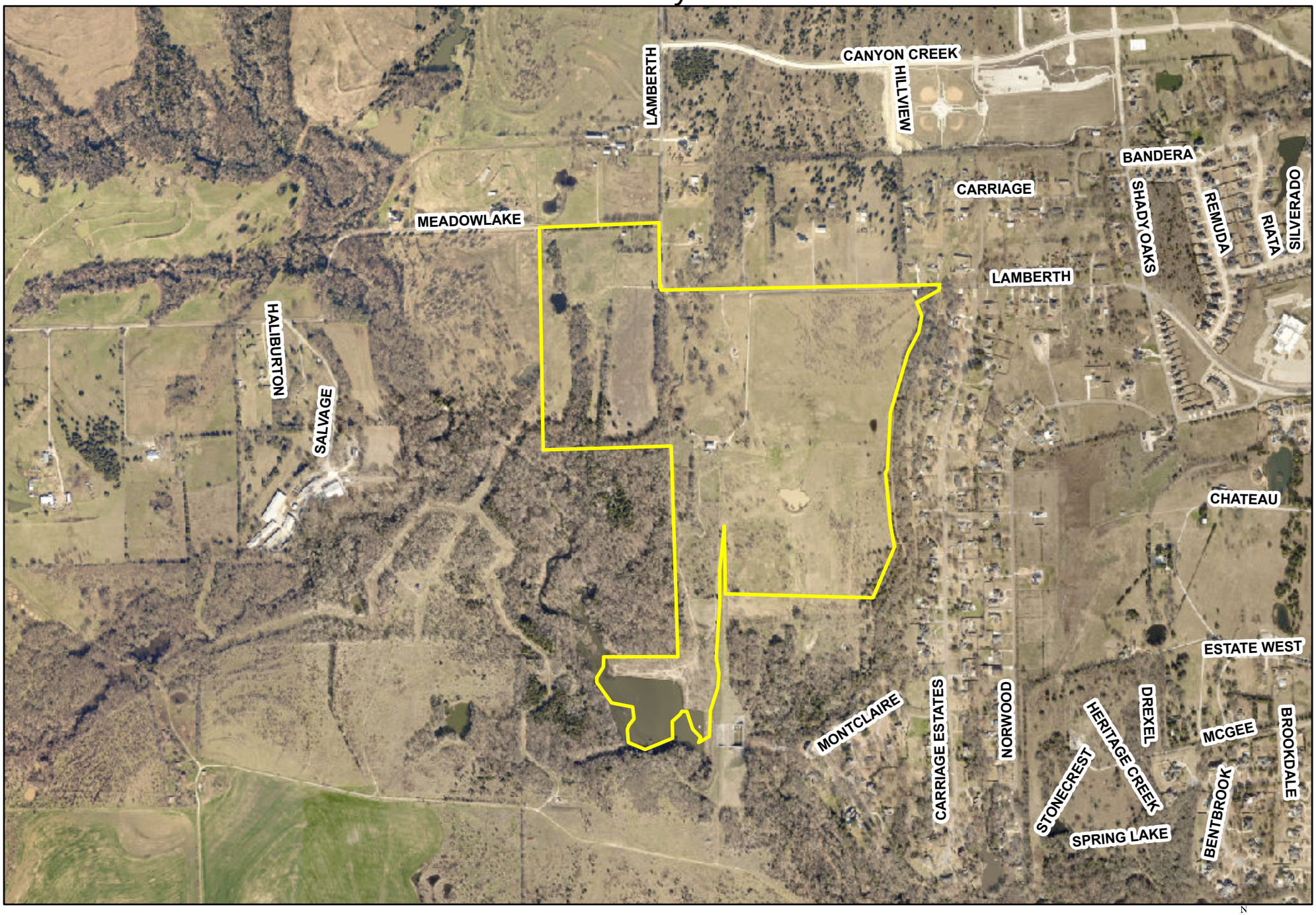
PROPOSED 12" OFFSITE SANITARY SEWER (BY CITY)

EXISTING 12" SANITARY SEWER

BEGIN PROPOSED 12" OFFSITE SANITARY SEWER (BY CITY)

Plotted by: rharrison Plot Date: 8/10/2022 12:52 PM

Hickory Hill



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 4.**

Meeting Date: 08/15/2022

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6941***

Authorizing Execution of a Relocation Agreement with Atmos Energy Corporation for the Relocation of a High-Pressure Transmission Gas Line

Issue:

To consider a Relocation Agreement with Atmos Energy Corporation for the Relocation of a High-Pressure Transmission Gas Line.

Background:

There is an Atmos Energy transmission gas line which is in conflict with the paving of the new Moore Street intersection of Heritage Parkway (FM1417). The gas line would be approximately 6-inches under the top of the finished pavement. Atmos Gas requires this main to be a minimum of three feet below the bottom of the new pavement. An option to raise the pavement to provide acceptable cover was analyzed. The resulting grades of the roadway were too steep to accommodate vehicles. The only option is to lower approximately 240 feet of the transmission main. Atmos Energy has provided the City with an agreement and estimated cost for the relocation.

Origination:

Engineering Department

Financial Consideration:

The funding needed for this contract is $250,000.00.

Staff Recommendation:

It is recommended that the relocation agreement be approved. This will allow the completion of the Moore Street project.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6941
Agreement
Location Map

RESOLUTION NO. 6941

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF RELOCATION AGREEMENT WITH ATMOS ENERGY CORPORATION, FOR RELOCATION OF A HIGH-PRESSURE TRANSMISSION GAS LINE; 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 Relocation Agreement with Atmos Energy Corporation for Relocation of a High-Pressure Transmission Gas Line, 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 15th day of August, 2022.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
RYAN D. PITTMAN CITY ATTORNEY

Line : Sherman
Tract : 82 and 83
Dpf : ___
TWR – 6/14/22
Grayson County

RELOCATION AGREEMENT

THIS RELOCATION AGREEMENT ("Agreement") is between **Atmos Energy Corporation**, a Texas and Virginia corporation ("Atmos Energy") located at 5420 LBJ Freeway, Suite 1700, Dallas, Texas 75240 and the City of Sherman, Texas, and is effective as of the ____day of _____, 2022.

RECITALS

1. The Munson Realty Company owns that certain real property (the "Munson Tract Phase 2") located at Lat: 33.590028, Long: -96.628809. North of the S. Heritage Pkwy and Flanary Rd, Sherman, Texas more particularly described on Exhibit "A".

2. Atmos Energy owns and operates a natural gas pipeline ("Existing Pipeline") that is located within a twenty foot (20') wide easement on the Munson Tract Phase 2 as described by that certain easement granted by Johnson & Johnson, Inc. recorded at Volume 961, Page 168 in the Real Property Records of Grayson County, Texas (the "Existing Easement").

3. The City of Sherman intends to develop the Munson Tract Phase 2 in a manner that requires Atmos Energy's Existing Pipeline to be relocated within the 20' easement (i.e., replaced with a "New Pipeline.") as shown on Exhibit "B".

NOW THEREFORE, in consideration of these recitals and the mutual promises in this Agreement, the sufficiency of which is acknowledged, Atmos Energy and the City of Sherman agree as follows:

1. Atmos Energy has prepared a good faith estimate ("Estimate") in the amount of **$250,000** for the cost and expense to abandon the Existing Pipeline within the Existing Easement and install the New Pipeline within the Existing Easement (such work collectively being referred to as the "Project"). A copy of the Estimate is attached hereto as Exhibit "C". Concurrently with the execution hereof, the City of Sherman has deposited the amount of the Estimate with Atmos Energy.

2. Following receipt of $250,000 payment of the Estimate, , Atmos Energy will begin, or cause others to begin, and thereafter diligently pursue to completion the Project. The Project shall conform to the construction standards of all applicable governmental authorities.

3. Within 120 days after completion of the Project, Atmos Energy will provide the City of Sherman with a detailed invoice of the actual cost of the Project. If the actual cost is less than the Estimate, Atmos Energy will refund the difference to the City of Sherman at the time that the invoice is provided to the City of Sherman. If the actual cost is greater that the Estimate, the City of Sherman will return payment of the difference to Atmos Energy within thirty (30) days of receipt of the invoice from Atmos Energy.

4. Neither party to this Agreement may assign its rights or obligations under this Agreement to any person without the prior written consent of the other party to this Agreement. The provisions of this Agreement do not impart any rights enforceable by any person, firm, or organization not a party or an assignee of a party to this Agreement.

5. Any interpretation of this Agreement or any controversy related to this Agreement is governed by the laws of the State of Texas.

6. No waiver by either party of any one or more defaults by the other party in the performance of any provision of this Agreement operates as a waiver of any future default or defaults, whether of a like or different character.

7. This Agreement represents the entire agreement of the parties concerning the subject matter contained in this Agreement. No amendment or modification of this Agreement will be effective unless evidenced in writing signed by both parties to this Agreement.

8. This Agreement may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. The signature of any party to any counterpart may be removed and attached to any other counterpart. Any counterpart to which is attached the signatures of all parties shall constitute an original of this Agreement.

[signature pages follow]

EXECUTED to be effective as of the date first written above.

City of Sherman:

The City of Sherman

By: Robby Hefton, City Manager for Sherman
220 W. Mulberry St., Sherman, Texas 75091

By: _____
Robby Hefton, City Manager,

Sherman, Texas

EXECUTED to be effective as of the date first written above.

ATMOS ENERGY:

Atmos Energy Corporation,
a Texas and Virginia corporation

By: _____

Name: Marc Rothbauer 7/1/2022

Title: Director of Engineering

Exhibit “A”

Munson Tract Phase 2

NOTICE Prepared by the State Bar of Texas for use by Lawyers only. *To select the proper form, fill in blank spaces, strike out form provisions or insert special terms constitutes the practice of law. No "standard form" can meet all requirements.*

WARRANTY DEED
(LONG FORM)

VOL 1460 PAGE 722 1086

THE STATE OF TEXAS }
COUNTY OF Grayson } KNOW ALL MEN BY THESE PRESENTS:

That I, John S. Calhoun not joined by my wife herein for the reason that the property herein conveyed constitutes no part of my business or residence homestead

of the County of Grayson and State of Texas for and in consideration of the sum of Ten and more/100---------- DOLLARS and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, as follows:

(1) $10.00 cash, the receipt of which is hereby acknowledged;

(2) This conveyance is SUBJECT TO, and Grantee herein does not assume, the unpaid balance due and owing on that certain promissory note in the original principal sum of $261,592.08, dated July 6, 1972, executed by D. W. Morton, Trustee, payable to the order of Mildred Shivel Long and secured by Deed of Trust of even date therewith of record in Volume 460, page 51, Deed of Trust Records of Grayson County, Texas, reference to which Deed of Trust is hereby made for a more particular description of the terms and conditions therein contained;

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

THE MUNSON REALTY COMPANY

of the County of Grayson and State of Texas, all of the following described real property in Grayson County, Texas, to-wit:

All those certain tracts or parcels of land, situated in Grayson County, Texas, out of the Elizabeth Jones Survey, Abstract No. 625, and more particularly described as follows:

TRACT NO. 1:

BEGINNING at the Southwest corner of a 314.444 acre tract conveyed by Sherman Industrial District, Inc. to Johnson & Johnson by deed recorded in volume 924, page 40, Deed Records of Grayson County, Texas,

on the North right-of-way line of Hwy. No. 1417;

THENCE North 15°13'35" West, a distance of 3277.94 feet to an ell corner of said Johnson & Johnson tract;

THENCE North 84°36'10" East a distance of 64.43 feet to an ell corner of said Johnson & Johnson tract;

THENCE North 05°17'22" West a distance of 349.07 feet to the North west corner of said Johnson & Johnson tract, on the South line of W. L. Pickens 501.76 acre tract;

THENCE South 75°12'30" West, a distnace of 2321.72 feet to the South-west corner of said Pickens tract, in the center of the old Sherman-Dorchester road;

THENCE with the center of said road as follows: South 26°01'West, 569.07 feet; South 22°11'30""West, 1418.37 feet; South 20°08'30" West 422.63 feet; South 08°48' West, 1101.77 feet to an iron rod in the North right-of-way line of FM Hwy. No. 1417;

THENCE South 62°07' East, a distance of 27.00 feet to a concrete marker on siad Highway right-of-way line;

THENCE South 47°42' East, a distance of 170.70 feet to a concrete marker on said Hwy. right-of-way, at the beginning of a curve to the left; said curve having a radius of 2474.64 feet;

THENCE in a Southeasterly direction along said curve, and with said right-of-way line a distanceof 1264.30 feet, to a concrete monument on said Hwy. right-of-way line;

THENCE North 78°36' East, a distance of 661.50 feet to a concrete monument on said right-of-way line;

THENCE North 74°59' East continuing with said right-of-way line, 2214.86 feet to the place of beginning, and containing 279.1095 acres, of which 1.8139 acres lies within the bounds of Sherman-Dorchester road, leaving a net acreage of 277.2956 acres of land.

TRACT NO. 2:

BEGINNING at the intersection of the center line of the old Sherman-Dorchester Raod, with the south line of the Elizabeth Jones Survey;

THENCE North 75°20' East with the south line of said Jones survey, a distance of 954.03 feet to a spike on an ell corner of FM Hwy. No. 1417 right-of-way;

THENCE North 15°01' West, a distance of 118.70 feet to a concrete monument on said right-of-way line, and on a curve to the right, said curve having a radius of 2616.64 feet;

THENCE in a Northwesterly direction with said right-of-way line and along said curve a distance of 735.00 feet to the end of said curve, at a concrete monument;

THENCE North 86°10' West, a distance of 145.30 feet to a concrete monument on said right-of-way line;

THENCE North 62°57' West, a distance of 26.80 feet to an iron rod in the center of the old Sherman-Dorchester Road;

THENCE South 08°20' West, a distance of 150.50 feet to an iron rod on an angle in said road;

THENCE South 00°58'40" East, continuing with center of said road, a distance of 409.80 feet to the place of beginning, and containing 7.0752 acres of land, of which 0.7822 acres lies within the bounds of said roads, leaving a net acreage of 6.3130 acres of land.

The warranties of this conveyance are also SUBJECT TO all valid outstanding oil, gas and mineral interests of every kind and nature heretofore conveyed, excepted or reserved, if any, as well as all easements, rights-of-way, and building or use restrictions now of record in the office of the County Clerk of Grayson County, Texas, which affect the property hereby conveyed.

VOL 1460 PAGE 724

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee , its successors ~~heirs~~ and assigns forever; and I do hereby bind myself my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee , its successors ~~heirs~~ and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 22 day of January , A. D. 19 79.

John S. Calhoun

John S. Calhoun

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF Grayson

Before me, the undersigned authority, on this day personally appeared
John S. Calhoun

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 22 day of January , A. D. 19 79.

Notary Public in and for Grayson County, Texas.

8:04

Filed record and recorded January 26, 1979 at 8:04 a M.
Paul E. Lee, County Clerk
By Melva Wilson Deputy

Exhibit “B”

Relocation Design Drawing

PLOTTED: 6/13/2022 4:28 PM BY: Le, Kurt

FM 1417 AT MOORE ST
12" STEEL IP MAIN RELOCATION

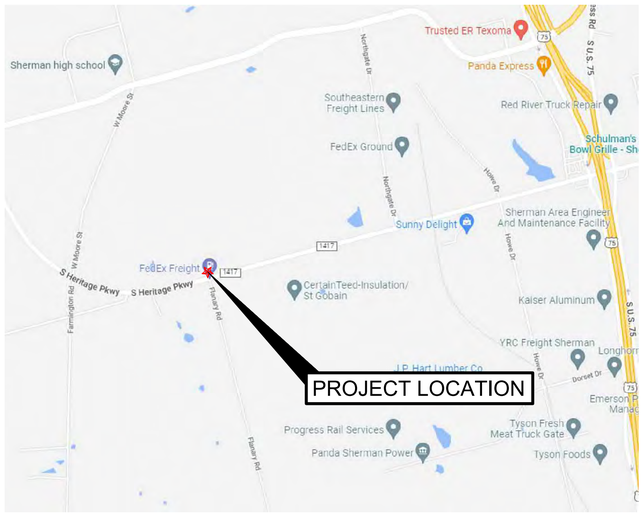
080.76862

June, 2022

ATMOS energy

SHERMAN, TX

LOCATION MAP



LOCATION IMAGE

SHEET INDEX		
SHEET NUMBER	SHEET DESCRIPTION	ISSUE DATE/REVISION
H001	COVER PAGE	06/13/2022
H002	GENERAL NOTES	06/13/2022
H101	PLAN AND PROFILE	06/13/2022

PREPARED BY:
HALFF ASSOCIATES

ATMOS energy

HALFF
1201 NORTH BOWSER ROAD
RICHARDSON, TX 75081-2275
(214) 346-6200
TBPELS FIRM #F-312

REV.	DESCRIPTION	BY	DATE	CHKD	APPD
A	PRELIMINARY... NOT FOR CONSTRUCTION	VR	06/13/2022	KL	TC

PRELIMINARY

FOR INTERIM REVIEW ONLY

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THANG N. CAO 127715
TBPELS ENGINEERING #F-312 P.E. NO.
DATE 06/13/2022

ATMOS PM: S. ITHIPATHACHAI
ATMOS PROJ. #: 080.76862
HALFF PROJ. #: 046305.252
SHEET TITLE
FM 1417 AT MOORE ST
12" STEEL IP MAIN RELOCATION
GRAYSON COUNTY, TEXAS
CITY OF SHERMAN
LAYOUT DESCRIPTION
COVER PAGE
HALFF SHT. #: H001
ATMOS DWG. #
N/A

W:\RCH\46000s\46305\252\CADD\sheetsrch\046305.252-H001-H002.dwg

PLOTTED: 6/13/2022 4:18 PM BY: Le, Kurt

GENERAL NOTES:

1. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS; INCLUDING BUT NOT LIMITED TO THE CODE OF FEDERAL REGULATIONS (CFR) TITLE 49, SUBTITLE B, CHAPTER I, SUBCHAPTER D, PART 192 (TRANSPORTATION OF NATURAL AND OTHER GAS BY PIPELINE: MINIMUM FEDERAL SAFETY STANDARDS). CONSTRUCTION PRACTICES SHALL CONFORM TO THE LATEST VERSIONS OF ATMOS ENERGY CONSTRUCTION PROCEDURES MANUAL, THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES, THE AMERICAN RAILWAY ENGINEERING AND MAINTENANCE-OF-WAY ASSOCIATION (AREMA) MANUAL FOR RAILWAY ENGINEERING, AND THE CITY OR COUNTY STANDARDS.

2. THE CONTRACTOR SHALL ABIDE BY ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS GOVERNING EXCAVATION. WHEN REQUIRED BY THE REGULATIONS, THE CONTRACTOR SHALL PROVIDE DETAILED PLANS AND SPECIFICATIONS FOR TRENCH SAFETY SYSTEMS THAT COMPLY WITH APPLICABLE LAWS GOVERNING EXCAVATION. THESE PLANS SHALL BE SEALED BY AN ENGINEER EXPERIENCED IN THE DESIGN OF TRENCH SAFETY SYSTEMS AND LICENSED BY THE STATE OF TEXAS. SUBMIT PLAN TO THE OWNER PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL ASPECTS OF WORK RELATED TO EXCAVATION.

3. THE CONTRACTOR SHALL NOTIFY ATMOS ENERGY PERSONNEL AT LEAST 48 HOURS PRIOR TO THE START OF CONSTRUCTION.

4. ALL EXISTING AND PROPOSED ATMOS ENERGY PIPELINES AND OTHER KNOWN OBSTRUCTIONS SHALL BE MARKED PRIOR TO THE START OF CONSTRUCTION. PRIOR TO COMMENCING CONSTRUCTION, CONTRACTOR SHALL CONTACT TEXAS811 AND MUNICIPAL UTILITY OWNERS.

5. THE CONTRACTOR SHALL MAINTAIN A MINIMUM CLEARANCE OF 24" FROM ANY UNDERGROUND OBSTRUCTION IN OPEN CUT SECTIONS AND 48" FROM ANY UNDERGROUND OBSTRUCTION IN BORE SECTIONS, EXCEPT UPON APPROVAL OF VARIANCE BY ATMOS ENERGY PERSONNEL.

6. THE COORDINATES LISTED ARE IN NORTH AMERICAN DATUM 1983 (NAD83), TEXAS STATE PLANE - NORTH CENTRAL ZONE (4202), GRID COORDINATES.

7. FILL MATERIAL SHALL BE PLACED IN LIFTS NOT EXCEEDING EIGHT (8) INCHES IN LOOSE THICKNESS IN PUBLIC ROADWAY OR RAILWAY RIGHT-OF-WAY (ROW), UNLESS NOTED OTHERWISE IN THE CONTRACT DOCUMENTS. COMPACTION PROCEDURES OUTSIDE OF PUBLIC ROW, INCLUDING FILL MATERIAL AND MOISTURE CONTENT, SHALL COMPLY WITH ATMOS ENERGY STANDARDS.

8. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COLLECT AND PROVIDE AS-BUILT COORDINATE DATA, INCLUDING ELEVATION DATA, AS REQUIRED PER ATMOS ENERGY STANDARDS AND AS NOTED IN THE CONTRACT DOCUMENTS. THE DATA SHALL BE PROVIDED WITH WORLD GEODETIC SYSTEM (WGS) 1984 LATITUDE AND LONGITUDE COORDINATES IN DECIMAL DEGREE FORMAT WITH A MINIMUM OF 7 DECIMALS.

9. THE CONTRACTOR SHALL MAINTAIN THE MINIMUM COVER REQUIREMENTS TO THE TOP OF PIPE AS SPECIFIED BELOW, UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS: (ANY DEVIATION FROM DESIGN NEEDS TO HAVE ATMOS ENERGY, PROJECT UTILITY COORDINATOR, TxDOT AND/OR CITY APPROVALS.)

   A. HIGH DENSITY POLYETHYLENE PIPE (I.E. HDPE OR POLY):
      i. UNPAVED COVER / PARALLEL TO ROAD RIGHT-OF-WAY: 60 INCHES
      ii. PERPENDICULAR TO ROAD RIGHT-OF-WAY: 60 INCHES
      iii. WITHIN RAILROAD RIGHT-OF-WAY: REQUIRES STEEL CASING PIPE (REFER TO AREMA GUIDELINES)

   B. STEEL PIPE:
      i. UNPAVED COVER / PARALLEL TO ROAD RIGHT-OF-WAY: 60 INCHES
      ii. PERPENDICULAR TO RIGHT-OF-WAY: 60 INCHES
      iii. WITHIN RAILROAD RIGHT-OF-WAY: 72 INCHES (SHALL MEET AREMA GUIDELINES)

10. FOR PIPELINE INSTALLATIONS, LOCATION MARKERS SHALL BE PROVIDED BY ATMOS ENERGY. THE MARKERS SHALL BE PLACED AT A MINIMUM OF EVERY 400 FEET WITHIN TxDOT ROW. LOCATION MARKERS SHALL ALSO BE PLACED AT IMPORTANT POSITIONS ALONG THE ALIGNMENT, INCLUDING THE ROW LINE AND OTHER CRITICAL LOCATIONS ALONG THE PIPELINE ALIGNMENT, AS DIRECTED BY ATMOS ENERGY PERSONNEL.

11. PRIOR TO COMMENCING CONSTRUCTION, CONTRACTOR SHALL CONTACT TEXAS811 AND MUNICIPAL UTILITY OWNERS. EXISTING UTILITY LOCATIONS SHOWN ARE TAKEN FROM AVAILABLE RECORDS PROVIDED BY THE UTILITY OWNER AND FIELD LOCATIONS OF SURFACE APPURTENANCES. LOCATIONS SHOWN ARE GENERALLY SCHEMATIC IN NATURE AND MAY NOT ACCURATELY REFLECT THE SIZE AND LOCATION OF EACH INDIVIDUAL UTILITY. SOME UTILITY LINES MAY NOT BE SHOWN. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ACTUAL FIELD LOCATION AND PROTECTION OF EXISTING FACILITIES, WHETHER SHOWN OR NOT. CONTRACTOR SHALL ALSO ASSUME RESPONSIBILITY FOR COORDINATION OF REPAIRS TO EXISTING FACILITIES, WHETHER SHOWN OR NOT, DAMAGED BY CONTRACTOR'S ACTIVITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTMENT TO UTILITY APPURTENANCES, SUCH AS UTILITY MANHOLE LIDS AND VALVE COVERS, WHEN REQUIRED FOR CONSTRUCTION. CONTRACTOR SHALL COORDINATE UTILITY ADJUSTMENTS WITH OTHER DISCIPLINES AND THE APPROPRIATE UTILITY AGENCIES AND PROVIDE FOR ALL FEES FOR PERMITS, CONNECTIONS, INSPECTIONS, ETC. THESE ADJUSTMENTS SHALL BE CONSIDERED INCIDENTAL TO THE CONSTRUCTION CONTRACT. DIFFERENCES IN HORIZONTAL OR VERTICAL LOCATION OF EXISTING UTILITIES SHALL NOT BE A BASIS FOR ADDITIONAL EXPENSE.

GENERAL NOTES (CONT.):

12. BARRICADING AND TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL CONFORM TO THE LATEST EDITION OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", PART VI, IN PARTICULAR. TRAFFIC FLOW AND ACCESS SHALL BE MAINTAINED DURING ALL PHASES OF THE CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING TRAFFIC SAFETY MEASURES FOR WORK ON PROJECT.

13. ANY DAMAGES THAT MAY OCCUR TO REAL PROPERTY OR EXISTING IMPROVEMENTS SHALL BE RESTORED BY THE CONTRACTOR TO AT LEAST THE SAME CONDITION THAT THE REAL PROPERTY OR EXISTING IMPROVEMENTS WERE IN PRIOR TO THE DAMAGES. THIS RESTORATION SHALL BE SUBJECT TO THE OWNER'S APPROVAL; MOREOVER, THIS RESTORATION SHALL NOT BE A BASIS FOR ADDITIONAL COMPENSATION TO THE CONTRACTOR. RESTORATION SHALL INCLUDE, BUT NOT BE LIMITED TO, REGRASSING, REVEGETATION, REPLACING FENCES, REPLACING TREES, ETC.

14. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO:
   A. PREVENT ANY DAMAGE TO PRIVATE PROPERTY AND PROPERTY OWNER'S POLES, FENCES, SHRUBS, ETC.
   B. PROVIDE ACCESS TO ALL DRIVES DURING CONSTRUCTION.
   C. PROTECT ALL UNDERGROUND UTILITIES TO REMAIN IN SERVICE.
   D. NOTIFY ALL UTILITY COMPANIES AND VERIFY LOCATION OF ALL UTILITIES PRIOR TO START OF CONSTRUCTION.

15. THE DRAWINGS CONTAINED HEREIN ARE NOT, AND SHOULD NOT BE SOLELY CONSIDERED TO BE A STORM WATER POLLUTION PREVENTION PLAN. SHOULD THE CONTRACTOR CHOOSE TO USE THE INFORMATION HEREIN, HE SHALL DO SO WITH THE PROVISION THAT HE AT A MINIMUM MEETS ALL APPLICABLE RULES, REGULATIONS, CODES, AND PERMIT REQUIREMENTS FOR CONSTRUCTION ACTIVITIES.

16. BORE PROFILE IS INTENDED AS A GUIDE ONLY. DRILLER IS RESPONSIBLE FOR FINAL PROFILE AND MUST BE PRE-APPROVED BY ATMOS ENERGY.

17. WHERE THERE IS A DISCREPANCY BETWEEN REQUIREMENTS IN ANY PART OF THE CONTRACT DOCUMENTS, THE MOST STRINGENT REQUIREMENTS SHALL BE FOLLOWED.

18. ALL PIPE, FITTINGS, EQUIPMENT, AND APPURTENANCES SHALL BE INSTALLED PER MANUFACTURER RECOMMENDATIONS.

19. CATHODIC PROTECTION DESIGN NOT INCLUDED IN THIS SET.

20. SURVEY DATA, EXISTING UTILITY ALIGNMENTS, & PROPOSED ROAD INFRASTRUCTURE ARE SHOWN FOR REFERENCE ONLY AND WERE PROVIDED BY JONES & CARTER ON 02/25/2022. HALFF ASSOCIATES, INC. CANNOT GUARANTEE THE ACCURACY OR COMPLETENESS OF THE REFERENCE INFORMATION PROVIDED BY OTHERS. THE DRAWINGS PROVIDED BY HALFF ASSOCIATES, INC. ARE FOR CONSTRUCTION OF ATMOS GAS FACILITIES ONLY.

21. AERIAL SHOWN IS FROM GOOGLE MAPS.

ATMOS energy

HALFF
1201 NORTH BOWSER ROAD
RICHARDSON, TX 75081-2275
(214) 346-6200
TBPELS FIRM #F-312

REV.	DESCRIPTION	BY	DATE	CHKD	APPD
A	PRELIMINARY - NOT FOR CONSTRUCTION	VR	06/13/2022	KL	TC

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THANG N. CAO 127715
TBPELS ENGINEERING #F-312 P.E. NO.

DATE 06/13/2022

ATMOS PM: S. ITHIPATHACHAI
ATMOS PROJ. #: 080.76862
HALFF PROJ. #: 046305.252

SHEET TITLE
FM 1417 AT MOORE ST
12" STEEL IP MAIN RELOCATION
GRAYSON COUNTY, TEXAS
CITY OF SHERMAN

LAYOUT DESCRIPTION
GENERAL NOTES

HALFF SHT. #: H002

ATMOS DWG. #
N/A

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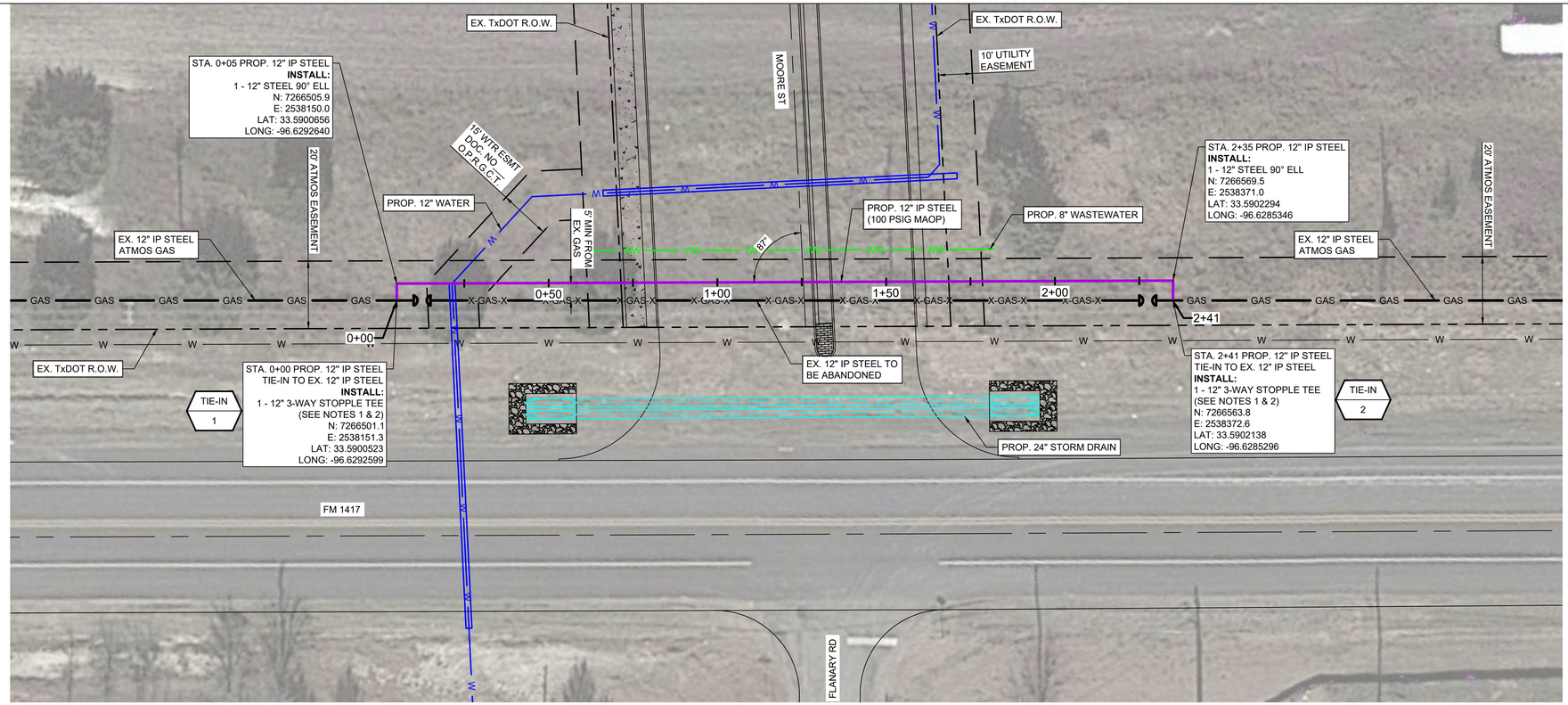
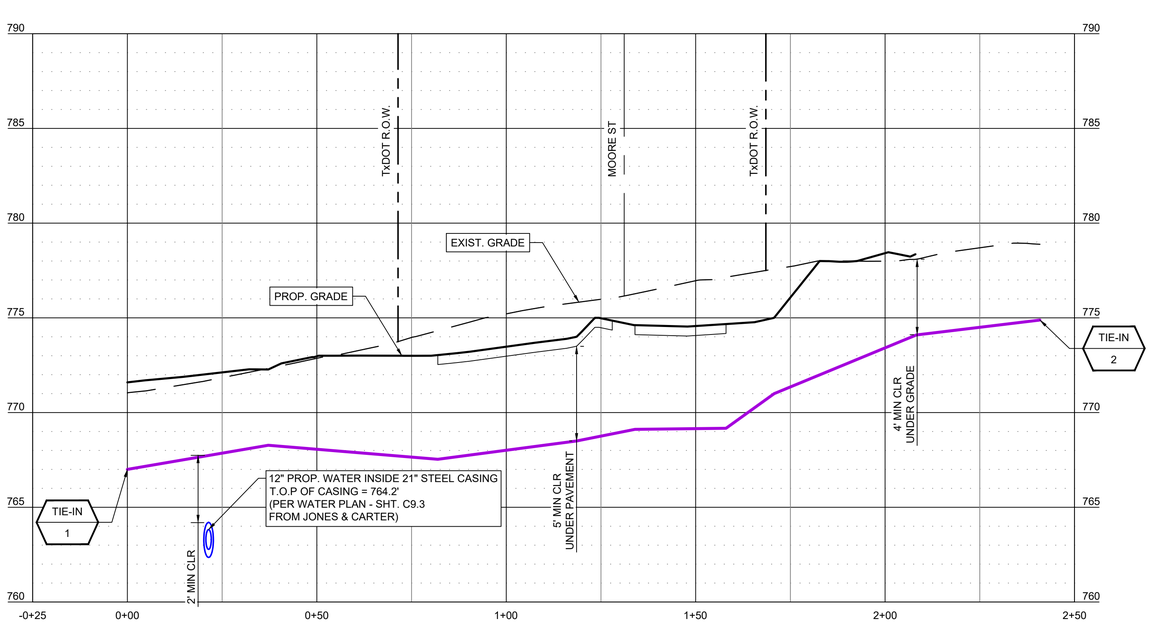
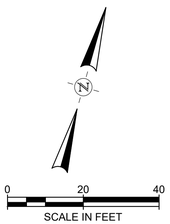




STEEL PIPE TABLE

PIPE DATA				DESIGN DATA					TESTING REQUIREMENTS						COATING SPECIFICATION	FIELD JOINT COATING	LONG SEAM TYPE	FIELD JOINT TYPE
DESCRIPTION	O.D. (IN.)	W.T. (IN.)	PIPE GRADE	EXISTING CLASS	DESIGN FACTOR	P.S.I.G. @ 100% S.M.Y.S.	DESIGN PRESSURE M.A.O.P.	INTERNAL HOOP STRS. % S.M.Y.S.	TEST PRESSURE RATIO (PSIG)	MIN TEST PRESSURE (P.S.I.G.)	MAX TEST PRESSURE (P.S.I.G.)	TEST DURATION (HOURS)	TEST MEDIUM	X-RAY %				
PIPE	12.750	0.375	X42	3	0.5	2471	100	4.0	1.5	150	250	8	N2/H2O	100%	FBE-15 MIL	2 PART EPOXY	ERW	WELDED
FITTINGS	12.750	0.375	X42	3	0.5	2471	100	4.0	1.5	150	250	8	N2/H2O	100%	FBE-15 MIL	2 PART EPOXY	ERW	WELDED



LEGEND:

- PROPOSED ATMOS ENERGY STEEL
- EXISTING ATMOS ENERGY PIPELINE — GAS
- TO BE ABANDONED ATMOS ENERGY — X-GAS-X
- EXISTING RIGHT OF WAY
- EXISTING EASEMENT
- EXISTING GRADE
- PROPOSED GRADE
- PROPOSED STORM DRAINAGE
- PROPOSED WASTEWATER — WW
- EXISTING WATER — W
- PROPOSED WATER — W

!! CAUTION !!
ALL UNDERGROUND OBSTRUCTIONS MAY NOT BE LOCATED

BARLOW EQUATION FOR STEEL PIPE $t = \frac{(D \times P)}{(2 \times F \times S)}$	
OUTSIDE PIPE DIAMETER (IN) = D	12.750
PRESSURE PSI (LB/IN) = P	100
DESIGN FACTOR = F	0.5
YIELD STRENGTH (PSI) = S	42000
CALCULATED WALL THICKNESS (IN) = t	0.0304
WALL THICKNESS TO BE USED (IN) = t	0.375

APPROXIMATE PROJECT TOTALS
(LINEAR FEET)

SIZE & MATERIAL	TO BE INSTALLED	TO BE ABANDONED
12" STEEL	241 FT.	220 FT.

TIE-IN NOTES:

1. A GAUGE WILL BE REQUIRED NEAR THE CUT LOCATION. THIS GAUGE SHOULD BE INSTALLED BEFORE THE LINE IS BLOWN DOWN, TO VERIFY THAT THE LINE IN QUESTION IS LIVE. AFTER BLOWDOWN, THE GAUGE WILL BE RECHECKED TO VERIFY THAT THE LINE IS NOW FULLY DEPRESSURIZED.
2. A GAUGE WILL BE REQUIRED ON BOTH SIDES OF EACH SHUT-IN LOCATION. THESE GAUGES WILL MONITOR THE PRESSURE UPSTREAM AND DOWNSTREAM OF THE PIPE SEGMENT BEING TAKEN OUT OF SERVICE, TO ENSURE THAT PRESSURES REMAIN WITHIN OPERATIONAL LIMITS.

ATMOS energy

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1201 NORTH BOWSER ROAD
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TBPELS FIRM #F-312

REV.	DESCRIPTION	BY	DATE	CHKD	APP'D
A	PRELIMINARY... NOT FOR CONSTRUCTION	VR	06/13/2022	KL	TC

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THANG N. CAO 127715
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DATE 06/13/2022

ATMOS PM:	S. ITHIPATHACHAI
ATMOS PROJ. #:	080.76862
HALFF PROJ. #:	046305.252
SHEET TITLE	FM 1417 AT MOORE ST 12" STEEL IP MAIN RELOCATION GRAYSON COUNTY, TEXAS CITY OF SHERMAN
LAYOUT DESCRIPTION	PLAN AND PROFILE
HALFF SHT. #:	H101
ATMOS DWG. #	N/A

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Exhibit “C”

Cost Estimate

PROJECT COST ESTIMATE

Relocation of 12" 100 MAOP line along FM 1417, Approximately 200'

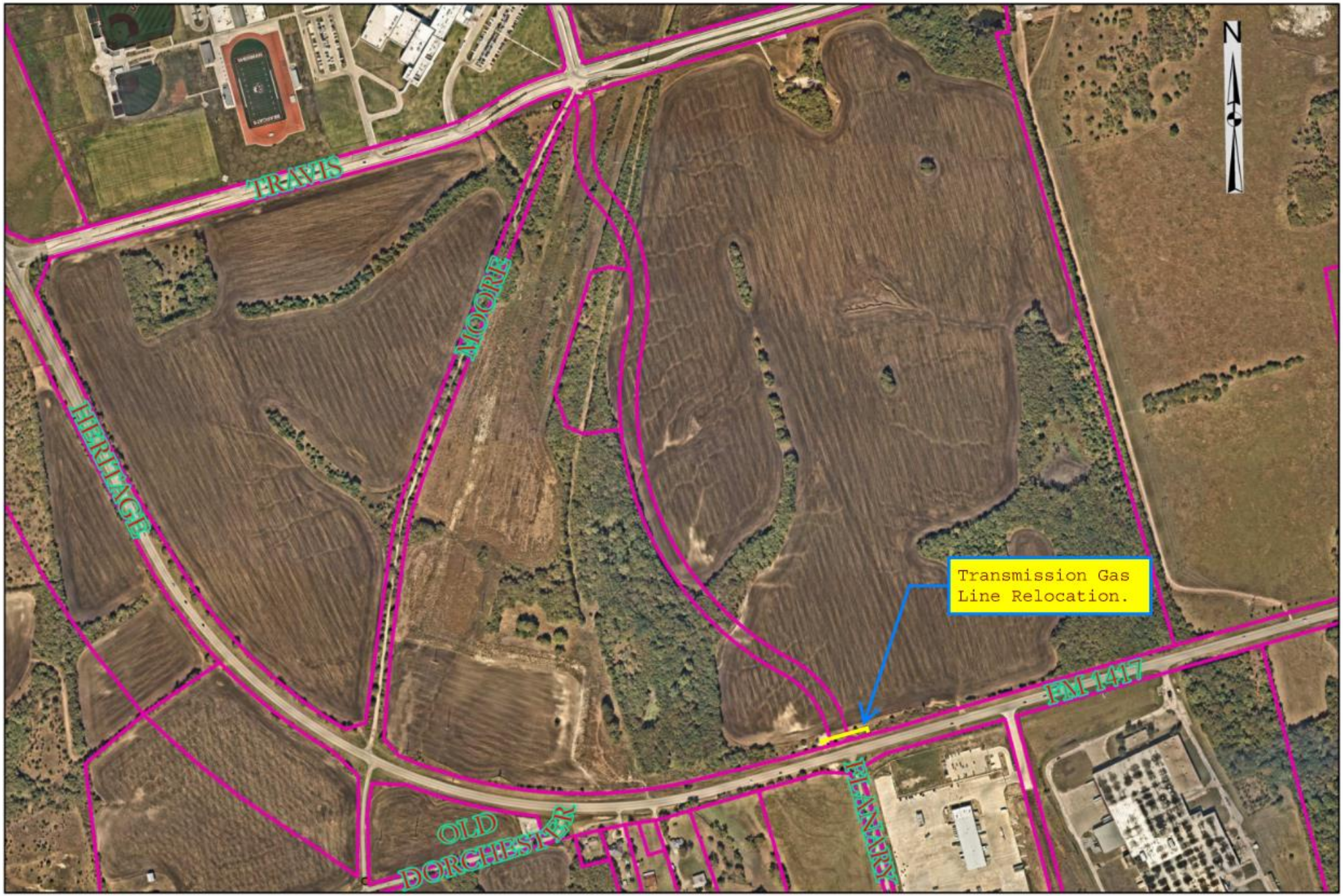
Atmos Project # 080.76862

June 13, 2022

MATERIAL		
	TOTAL ESTIMATED MATERIAL COSTS	**$28,879**
LAND RIGHTS		
	TOTAL ESTIMATED LAND RIGHTS COSTS	**$4,000**
CONSTRUCTION		
	TOTAL ESTIMATED CONSTRUCTION COSTS	**$63,500**
CONTRACT EXPENSE		
	TOTAL ESTIMATED CONTRACT EXPENSE COSTS	**$101,942**
ATMOS LABOR		
	TOTAL ESTIMATED COMPANY LABOR	**$8,800**
	TOTAL DIRECT COSTS	**$207,121**
	OVERHEADS	**$38,525**
OTHER		
	INCOME TAX ADJUSTMENT	**$22,410**
	TOTAL ESTIMATE	**$268,056**

Assumptions/Comments

1) Estimate assumes relocation of approximately 200 ft of 12" Line 100 MAOP to accommodate planned development construction activities.
2) Assumes open cut installation throughout the relocation.
3) Assumes spherical 3-way T is used for the new pipe. Specific tie-in requirements subject to change depending upon actual project construction scheduling.
4) Assumes existing line will be cut and removed.
5) Estimate does not include significant costs associated with compliance with Environmental-related construction requirements. Actual Environmental requirements to be defined upon completion of pre-construction Environmental review.
6) "Construction" line item amount above based on pre-bid estimate. Actual amount will be determined based on construction bids obtained for the project.
7) "Other Contract Expense" line item amount based on estimate values. No firm contractor bids or pricing are included. Actual charges will vary based on actual construction requirements.
8) Estimate assumes reimbursement to be based on an actual cost basis.



Sherman
CLASSIC TOWN. BROAD HORIZON.

0 250 500 1,000
Feet

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 5.**

Meeting Date: 08/15/2022

Prepared By: Jason Jeffcoat, Assistant Police Chief

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6942***

Authorizing Execution of Contract with Business Essentials for Furniture for the New Sherman Police Department Headquarters

Issue:

To consider approval of a resolution to purchase furniture for new Police Department headquarters.

Background:

The new Sherman PD is currently under construction and is scheduled to be completed in the first quarter of 2023. The attached quotes are for the purchase of furniture and accessories for the Police Headquarters and Annex Building.

Origination:

Sherman Police Department.

Financial Consideration:

Equipment will be purchased from vendor via Tips and Omnia. Total cost is $618,149.80 and will be paid from the funding provided from the $30 million 2021 Certificates of Obligation.

Staff Recommendation:

Recommend approval of this item.

Alternatives:

As may be recommended by the City Council.

Attachments

Resolution No. 6942

Quotes

Proposal

Contract Summary

RESOLUTION NO. 6942

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF CONTRACT WITH BUSINESS ESSENTIALS FOR FURNITURE FOR THE NEW SHERMAN POLICE DEPARTMENT HEADQUARTERS; 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 Business Essentials through TIPS and Omni contracts for furniture for the new Sherman Police Department Headquarters at a total price of Six Hundred Eighteen Thousand One Hundred Forty Nine dollars and Eighty Cents ($618,149.80). Any agreements related to the purchase must be approved by the City Attorney.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 15th day of August, 2022.

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

BUSINESS ESSENTIALS

QUOTE

BUSINESS ESSENTIALS
PO BOX 37
Grapevine, TX 76099

QUOTE NUMBER	53395-0
QUOTE DATE	08/08/22
ACCOUNT NUMBER	1423
COST CENTER	9000

Customer Service 817.328.1617

BILLTO ADDRESS	SHIPTO ADDRESS
CITY OF SHERMAN ATTN: TONI MENGELING PO BOX 1106 SHERMAN TX 75091 903-892-7309	CITY OF SHERMAN POLICE DEPT ATTN K WOLFF 317 S. TRAVIS SHERMAN TX 75090

CUSTOMER PURCHASE ORDER	SALESPERSON	TERMS	ROUTE	PAYCODE	ORDER TAKER
	LARRY CARRUTH	NET 30	NORT	QUOTE	CI1

ITEM NUMBER	MFG	ITEM DESCRIPTION	UM	ORD QTY	B/O QTY	SHIP QTY	SELL PRICE	EXTEND PRICE
		TIPS CONTRACT NUMBER 200301						
295600BK	RCP	WASTEBASKET,PLAS,15H,BK	EA	58		58	12.99	753.42
44.SGL.18PS.LC	LCP	TUCK 44" SINGLE 18W PS LC	EA	19		19	259.73	4934.87
FCA21624XBK	FLR	MAT,AFS-TEX 2000X,BK	EA	50		50	59.60	2980.00
MA265S	MMM	MONITOR,ARM,DUAL,SV	EA	33		33	259.67	8569.11
MA245S	MMM	MONITOR,ARM,EASY,SV	EA	17		17	145.22	2468.74
3150HRCUS	CNC	CONCEPTS CHAIR CUSTOM	EA	6		6	1673.25	10039.50
3150HR	CNC	CONCEPTS CHAIR	EA	1		1	1626.75	1626.75
4225BL	SAF	HOOK,COAT, PANEL,BK	EA	21		21	32.90	690.90
9920BL	SAF	RECEPTACLE,OPEN TOP,BK	EA	13		13	425.40	5530.20
9923BL	SAF	RECEPTACLE,STEP-ON,BK	EA	7		7	118.80	831.60
9934BL	SAF	RECEPTACLE,38GAL,WASTE,BK	EA	3		3	778.20	2334.60
9639BL	SAF	RECEPTACLE,DME,15GAL,BK	EA	3		3	282.00	846.00
CS01B19SHPR	OTT	LAMP,ADJ,LED,CHRG,BS	EA	1		1	119.99	119.99
LECTERNCUST	BEF	LECTERN, CUTSOME AUDIO	EA	1		1	7550.00	7550.00
LX401	LES	LESRO LUX BERIATRIC CHAIR	EA	1		1	1350.50	1350.50
5120	SAF	SAFCO STOOL	EA	1		1	722.15	722.15
TLP712B	TRP	SURGE,7OUTLT,12 FT,BK	EA	40		40	32.99	1319.60
00204	MAS	CLIP,WIRE MGMT,6/PK	PK	30		30	4.99	149.70
LOGOMAT	BEF	CUSTOM LOGO MATTS	EA	1		1	2252.70	2252.70
SHELSYS	SAF	48X24 & 36X24 HVY DTY SHELVES	EA	1		1	10167.79	10167.79
TABLEXSYS	BEF	TABLE X TRAINING SYSTEM	EA	1		1	33677.00	33677.00
DESIGN	BEF	DESIGN AND FLR SPACE PLAN	EA	1		1	7800.00	7800.00
INSTALL	BEF	DELIVERY AND INSTALLATION	EA	1		1	64737.57	64737.57
TBN20-3-N-AR	BEP	TAHOE BENCH	EA	1		1	2521.59	2521.59
TFN15-3-N-AR	VIA	TAHOE FLAT BACKLESS BENCH	EA	1		1	1741.88	1741.88
TLN15-3-N-FA	VIA	TAHOE LITTER BIN	EA	2		2	2471.76	4943.52
XOCT-3-AR	VIA	SIERRA ROUND TABLE-WHITE	EA	3		3	1527.06	4581.18
820-7-0A	VIA	SPLASH AIR CHAIR	EA	12		12	388.88	4666.56
FREIGHT	VIA	OUTDOOR FREIGHT ESTIMATE	EA	1		1	2675.00	2675.00
TTN25-2-N-AR	VIA	TAHOE TABLE IN FAUX WOOD	EA	1		1	2641.29	2641.29

This Quote is valid for 30 days from the quote date unless otherwise specified in this quote.

Subtotal	195223.71
Tax	
Total Due	195223.71

BUSINESS ESSENTIALS
752 Port America Pl. Ste 100
Grapevine, TX 76051

Location:	BUSINESS ESSENTIALS	**Quote Name:**	City of Sherman PD FINAL
Account:	BUSINESS ESSENTIALS-1241- 49340 A947: HON OMNIA PUBLIC R191804 $75K - ABOVE	**Quote Number:**	SQFQG000305-1
Contract:	Omnia Contract R191804	**Created By:**	Lara Morphew
		Created Date:	8/5/2022
		Last Modified Date:	8/8/2022
		Total Units:	1405
		Est. Weeks to Ship All:	8-9 Weeks

				List Price	Discount	Net Price	Total
Line:	001	**Item:**	HMN2.N.A.PS.LO.SMHMMLD01.CBK				
Cust Line:		**Model:**	MOTIVATE NEST/STACK CHAIR-FLEX BCK-UPH SEAT	$673.00	63.00%	$249.01	$17,430.70
Quantity:	70	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Training 105				
		ARM:	Arm: No Arm				
		GLIDE/CAST:	All Surface Caster				
		BACK:	Plastic Shell				
		SHELL:	Loft				
		FABRIC:	Grade: II Uph				
		FABRIC_Selection:	Fabric: Meld--COLOR: Vast				
		FRAME:	Charblack				

				List Price	Discount	Net Price	Total
Line:	002	**Item:**	HFLCO1.HG.SX46				
Cust Line:		**Model:**	FLOCK SQUARE MINI	$636.00	59.60%	$256.94	$513.88
Quantity:	2	**Est Weeks to Ship:**	4-5 Weeks				
Bid:	468622	**Tags:**	Interview 110				
		GLIDE:	Glide: Hidden Glide				
		FABRIC:	GRD III UPHOLSTERY				
		FABRIC_Selection:	Moxie--Punch				

				List Price	Discount	Net Price	Total
Line:	003	**Item:**	HFLSO1.TS.SX46.P7A				
Cust Line:		**Model:**	FLOCK SQUARE OTTOMAN	$1,037.00	59.60%	$418.95	$837.90
Quantity:	2	**Est Weeks to Ship:**	4-5 Weeks				
Bid:	468622	**Tags:**	Interview 110				
		LEG:	TaperedSq PR8 or P7A Frm				
		FABRIC:	Grade III Upholstery				
		FABRIC_Selection:	Moxie--Punch				
		FRAME:	Textured Charcoal N/A caster				

				List Price	Discount	Net Price	Total
Line:	004	**Item:**	HMS2.N.ON.WP40.CBK				
Cust Line:		**Model:**	MOTIVATE HIGH DENSITY STACKER-UPH SEAT SET/4	$1,367.00	63.00%	$505.79	$505.79
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Interview 110				
		ARM:	Arm: No Arm				
		SHELL:	Onyx				
		FABRIC:	Grade: II Uph				
		FABRIC_Selection:	Whisper Vinyl--COLOR: Black				
		FRAME:	Charblack				

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Line:	005	Item:	HMS2.N.ON.WP40.CBK	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOTIVATE HIGH DENSITY STACKER-UPH SEAT SET/4	$1,367.00	63.00%	$505.79	$505.79
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	468622	Tags:	Interview 111, 112				
		ARM:	Arm: No Arm				
		SHELL:	Onyx				
		FABRIC:	Grade: II Uph				
		FABRIC_Selection:	Whisper Vinyl--COLOR: Black				
		FRAME:	Charblack				

Line:	006	Item:	H895.L.P28	List Price	Discount	Net Price	Total
Cust Line:		Model:	BRIGADE 800 SERIES LAT FILE 5 DRAWER	$3,198.00	66.00%	$1,087.32	$1,087.32
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	468622	Tags:	Admin 123				
		LOCK:	Standard Random Key Lock				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	007	Item:	HHATB3S2LT.P71.X.UD	List Price	Discount	Net Price	Total
Cust Line:		Model:	3 STAGE 2 LEG RECTANGLE T FOOT	$1,116.00	67.90%	$358.24	$358.24
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	468622	Tags:	Admin 123				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Black				
		GLIDE:	Standard Glide				
		KEYPAD:	Basic Up/Down				

Line:	008	Item:	HHATW2448CT.LFW1.FW.G1P	List Price	Discount	Net Price	Total
Cust Line:		Model:	48W X 24D RECT WORKSURFACE C/T BASE	$475.00	67.90%	$152.48	$152.48
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	468622	Tags:	Admin 123				
		LAMINATE:	Gr L1 Standard Laminates				
		LAMINATE_Selection:	Florence Walnut				
		EDGE:	Florence Walnut				
		GROMMET:	1 Grommet - Centered--Grommet: Black				

Line:	009	Item:	HLSL3614L.LFW1	List Price	Discount	Net Price	Total
Cust Line:		Model:	36W X 14H LAMINATE FLOATING MODESTY PANEL	$232.00	59.60%	$93.73	$93.73
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	468622	Tags:	Admin 123				
		LAMINATE:	Grd L1 Standard Laminates				
		LAMINATE_Selection:	Florence Walnut				

Line:	010	Item:	HLSLZ5SC54.P	List Price	Discount	Net Price	Total
Cust Line:		Model:	42W EXTERNAL STIFFENER	$123.00	59.60%	$49.69	$49.69
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				

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Bid:	468622	**Tags:**	Admin 123
		PAINT:	Color: Black

Line:	011	**Item:**	HML1S.A.WP17.TS.P7A	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	GROVE SINGLE SEAT LOUNGE	$2,060.00	63.00%	$762.20	$1,524.40
Quantity:	2	**Est Weeks to Ship:**	8-9 Weeks				
Bid:	468622	**Tags:**	Admin 123				
		ARM:	Arm: Straight				
		FABRIC:	Grade 2 Upholstery				
		FABRIC_Selection:	Whisper Vinyl--COLOR: Bone				
		LEG:	Tapered Square Leg				
		COLOR:	Color: Text Charcoal				

Line:	012	**Item:**	HSCAHR15	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	CONTAIN 15D HANGRAIL KIT F2B FOR 18D LATERAL	$27.00	63.70%	$9.80	$9.80
Quantity:	1	**Est Weeks to Ship:**	4-5 Weeks				
Bid:	468622	**Tags:**	Admin 123				

Line:	013	**Item:**	HSCER24LM.LFW1FW.LFW1.P8V	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	LAMINATE END TABLE ROUND 24DX22H	$1,405.00	63.00%	$519.85	$519.85
Quantity:	1	**Est Weeks to Ship:**	4-5 Weeks				
Bid:	468622	**Tags:**	Admin 123				
		LAMINATE:	Grd L1 Standard Laminates				
		LAMINATE_Selection:	Florence Walnut--Florence Walnut				
		WOOD:	Florence Walnut				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Textured Titanium				

Line:	014	**Item:**	HSDEP3029F.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	30D END-PANEL SUPPORTS FREESTANDING	$272.00	67.90%	$87.31	$174.62
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Admin 123				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	015	**Item:**	HSDMP604.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	HALF HGT 14HX60W MOD PNL	$260.00	67.90%	$83.46	$166.92
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Admin 123				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	016	**Item:**	HSDSL29.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	ABODE SHARED LEG	$469.00	67.90%	$150.55	$150.55
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Admin 123				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

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Line:	017	Item:	HSLP283618FFM.BX.R.P28.P28.L	List Price	Discount	Net Price	Total
Cust Line:		Model:	CONTAIN 28HX36WX18D 2H LATERAL PLINTH METAL FRONTS	$1,678.00	63.70%	$609.11	$609.11
Quantity:	1	Est Weeks to Ship:	4-5 Weeks				
Bid:	468622	Tags:	Admin 123				
		BASE:	Recessed Plinth				
		PULL:	Radius				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				
		PAINTFRONT:	P1 Paint Opts				
		PAINTFRONT_Selection:	Fossil				
		LOCK:	Lock: Lock				

Line:	018	Item:	HSPM271518BBFM.R.P28.P28.L	List Price	Discount	Net Price	Total
Cust Line:		Model:	27HX15WX18D MOB PED MTL FRONT BBF	$956.00	63.70%	$347.03	$347.03
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	468622	Tags:	Admin 123				
		PULL:	Radius				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				
		PAINTFRONT:	P1 Paint Opts				
		PAINTFRONT_Selection:	Fossil				
		LOCK:	Lock: Lock				

Line:	019	Item:	HWR3060P.LFW1.FW.P	List Price	Discount	Net Price	Total
Cust Line:		Model:	SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 30D X 60W	$639.00	67.90%	$205.12	$410.24
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	468622	Tags:	Admin 123				
		LAMINATE:	Grd L1 Standard Laminates				
		LAMINATE_Selection:	Florence Walnut				
		EDGE:	EDGE: Florence Walnut				
		GROMMET:	Grommet: Black				

Line:	020	Item:	H1522.LFW1	List Price	Discount	Net Price	Total
Cust Line:		Model:	WOOD CENTER DRAWER 22W X 15-3/8D	$241.00	67.90%	$77.36	$77.36
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	468622	Tags:	Admin 123				
		LAMINATE:	Grd L1 Standard Laminates				
		LAMINATE_Selection:	Florence Walnut				

Line:	021	Item:	HCPU1	List Price	Discount	Net Price	Total
Cust Line:		Model:	360 SWIVEL CPU HOLDER WITH ADJUSTABLE STRAPS	$298.00	67.90%	$95.66	$95.66
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	468622	Tags:	Admin 123				

Line:	022	Item:	H1522.LFW1	List Price	Discount	Net Price	Total

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Cust Line:		**Model:**	WOOD CENTER DRAWER 22W X 15-3/8D	$241.00	67.90%	$77.36	$1,160.40
Quantity:	15	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		LAMINATE:	Grd L1 Standard Laminates				
		LAMINATE_Selection:	Florence Walnut				

Line:	023	**Item:**	HCPU1	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	360 SWIVEL CPU HOLDER WITH ADJUSTABLE STRAPS	$298.00	67.90%	$95.66	$1,434.90
Quantity:	15	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				

Line:	024	**Item:**	HBCSR1524P.LFW1.FW	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	SYSTEMS RAISED STRAIGHT COUNTERTOPS 24WX15D EDGEBAND	$273.00	67.90%	$87.63	$87.63
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		LAMINATE:	Grd L1 Standard Laminates				
		LAMINATE_Selection:	Florence Walnut EDGE:				
		EDGE:	Florence Walnut				

Line:	025	**Item:**	HBCSR1548P.LFW1.FW	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	SYSTEMS RAISED STRAIGHT COUNTERTOPS 48WX15D EDGEBAND	$367.00	67.90%	$117.81	$117.81
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		LAMINATE:	Grd L1 Standard Laminates				
		LAMINATE_Selection:	Florence Walnut EDGE:				
		EDGE:	Florence Walnut				

Line:	026	**Item:**	HBCSR2424P.LFW1.FW	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	SYSTEMS RAISED CORNER COUNTERTOPS 24WX24D EDGEBAND	$522.00	67.90%	$167.56	$167.56
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		LAMINATE:	Grd L1 Standard Laminates				
		LAMINATE_Selection:	Florence Walnut				
		EDGE:	EDGE: Florence Walnut				

Line:	027	**Item:**	HCTROUGH36	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	CABLE MNGMT TROUGH 36W SINGLE	$148.00	67.90%	$47.51	$712.65
Quantity:	15	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				

Line:	028	**Item:**	HEC42PLN.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	42.5H L CONNECTOR POST	$141.00	67.90%	$45.26	$45.26
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				

PAINT:	P1 Paint Opts
PAINT_Selection:	Fossil

Line:	029	**Item:**	HEC65PLN.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	65H L CONNECTOR POST	$180.00	67.90%	$57.78	$808.92
Quantity:	14	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	030	**Item:**	HEC65PTN.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	65H T CONNECTOR POST	$174.00	67.90%	$55.85	$390.95
Quantity:	7	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	031	**Item:**	HEC65PXN.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	65H X CONNECTOR POST	$167.00	67.90%	$53.61	$214.44
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	032	**Item:**	HECB01.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	COUNTER TOP BRACKET	$67.00	67.90%	$21.51	$64.53
Quantity:	3	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	033	**Item:**	HECB42.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	COUNTER TOP BRACKET FOR 42.5H PANELS	$67.00	67.90%	$21.51	$86.04
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	034	**Item:**	HECSL	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	L CONNECTOR STRAP	$20.00	67.90%	$6.42	$96.30
Quantity:	15	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				

Line:	035	**Item:**	HECST	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	T CONNECTOR STRAP	$28.00	67.89%	$8.99	$62.93
Quantity:	7	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				

Line:	036	**Item:**	HECSX	**List Price**	**Discount**	**Net Price**	**Total**

Cust Line:		**Model:**	X CONNECTOR STRAP	$33.00	67.91%	$10.59	$42.36
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				

Line:	037	**Item:**	HEFEC42P.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	PANEL FINISHED END COVERS 42.5H	$68.00	67.90%	$21.83	$21.83
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	038	**Item:**	HEFEC65P.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	PANEL FINISHED END COVERS 65H	$82.00	67.90%	$26.32	$526.40
Quantity:	20	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	039	**Item:**	HEFTAC.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	ACCELERATE STABILITY FOOT	$460.00	67.90%	$147.66	$885.96
Quantity:	6	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		PAINT:	Select P1 Paint				
		PAINT_Selection:	Fossil				

Line:	040	**Item:**	HES1524G.P28.Q	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	GLASS STACKER 15H X 24W	$521.00	67.90%	$167.24	$334.48
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	PAINT: Fossil				
		GLASS:	Glass: Clear				

Line:	041	**Item:**	HES1548G.P28.Q	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	GLASS STACKER 15H X 48W	$723.00	67.90%	$232.08	$232.08
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	PAINT: Fossil				
		GLASS:	Glass: Clear				

Line:	042	**Item:**	HETC24.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	PANEL TOP CAP 24W	$48.00	67.90%	$15.41	$940.01
Quantity:	61	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	043	**Item:**	HETC36.P28	**List Price**	**Discount**	**Net Price**	**Total**

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Cust Line:		**Model:**	PANEL TOP CAP 36W	$74.00	67.91%	$23.75	$190.00
Quantity:	8	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	044	**Item:**	HETC48.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	PANEL TOP CAP 48W	$85.00	67.89%	$27.29	$463.93
Quantity:	17	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	045	**Item:**	HETC72.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	PANEL TOP CAP 72W	$128.00	67.90%	$41.09	$328.72
Quantity:	8	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	046	**Item:**	HETP4224FP.ECH08.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	TACKABLE PANEL W/O TC 42.5H X 24W	$377.00	67.90%	$121.02	$363.06
Quantity:	3	**Est Weeks to Ship:**	5-6 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	FABRIC: Etch--Fab: Outline				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	047	**Item:**	HETP4248FP.ECH08.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	TACKABLE PANEL W/O TC42.5H X 48W	$475.00	67.90%	$152.48	$152.48
Quantity:	1	**Est Weeks to Ship:**	5-6 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	FABRIC: Etch--Fab: Outline				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	048	**Item:**	HETP5024FP.ECH08.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	TACKABLE PANEL W/O TC 50H X 24W	$429.00	67.90%	$137.71	$275.42
Quantity:	2	**Est Weeks to Ship:**	5-6 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	FABRIC: Etch--Fab: Outline				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	049	**Item:**	HETP5048FP.ECH08.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	TACKABLE PANEL W/O TC 50H X 48W	$541.00	67.90%	$173.66	$173.66

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Quantity:	1	**Est Weeks to Ship:**	5-6 Weeks
Bid:	468622	**Tags:**	Criminal Inv 133
		FABRIC:	Gr A Fabric
		FABRIC_Selection:	FABRIC: Etch--Fab: Outline
		PAINT:	P1 Paint Opts
		PAINT_Selection:	Fossil

Line:	050	**Item:**	HETP6524DP.ECH08.P28.Q	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	TACKABLETOP TIER GLASS PANEL W/O TC 65H X 24W	$696.00	67.90%	$223.42	$1,787.36
Quantity:	8	**Est Weeks to Ship:**	5-6 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	FABRIC: Etch--Fab: Outline				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	PAINT: Fossil				
		GLASS:	Glass: Clear				

Line:	051	**Item:**	HETP6524FP.ECH08.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	TACKABLE PANEL W/O TC 65H X 24W	$455.00	67.90%	$146.06	$7,010.88
Quantity:	48	**Est Weeks to Ship:**	5-6 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	FABRIC: Etch--Fab: Outline				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	PAINT: Fossil				

Line:	052	**Item:**	HETP6536FP.ECH08.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	TACKABLE PANEL W/O TC 65H X 36W	$515.00	67.90%	$165.32	$1,322.56
Quantity:	8	**Est Weeks to Ship:**	5-6 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	FABRIC: Etch--Fab: Outline				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	PAINT: Fossil				

Line:	053	**Item:**	HETP6548DP.ECH08.P28.Q	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	TACKABLE TOP TIER GLASS PANEL W/O TC 65H X 48W	$844.00	67.90%	$270.92	$1,354.60
Quantity:	5	**Est Weeks to Ship:**	5-6 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	FABRIC: Etch--Fab: Outline				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	PAINT: Fossil				
		GLASS:	Glass: Clear				

Line:	054	**Item:**	HETP6548FP.ECH08.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	TACKABLE PANEL W/O TC 65H X 48W	$584.00	67.90%	$187.46	$1,874.60
Quantity:	10	**Est Weeks to Ship:**	5-6 Weeks				

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Bid:	468622	**Tags:**	Criminal Inv 133
		FABRIC:	Gr A Fabric
		FABRIC_Selection:	FABRIC: Etch--Fab: Outline
		PAINT:	P1 Paint Opts
		PAINT_Selection:	PAINT: Fossil

Line:	055	**Item:**	HETP6572DP.ECH08.P28.Q	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	TACKABLE TOP TIER GLASS PANEL W/O TC 65H X 72W	$1,245.00	67.90%	$399.65	$3,197.20
Quantity:	8	**Est Weeks to Ship:**	5-6 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	FABRIC: Etch--Fab: Outline				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	PAINT: Fossil				
		GLASS:	Glass: Clear				

Line:	056	**Item:**	HEVHF22P.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	IN-LINE VARIABLE HEIGHT FINISHING KIT 22.5H	$84.00	67.90%	$26.96	$26.96
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	057	**Item:**	HH871024	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	ELECTRICAL PASS-THRU W/O POWER BLOCK 24IN3-3 & 2-2	$148.00	67.90%	$47.51	$47.51
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				

Line:	058	**Item:**	HH871124	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	ELECTRICAL PASS-THRU CABLE 25-1/2W 3-1 & 2-2 SYSTEMS	$160.00	67.90%	$51.36	$462.24
Quantity:	9	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				

Line:	059	**Item:**	HH871148	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	ELECTRICAL PASS-THRU CABLE 48W 3-1 & 2-2 SYSTEMS	$169.00	67.90%	$54.25	$54.25
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				

Line:	060	**Item:**	HH871224	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	ELECTRICAL POWER HARNESS 24W 3-1 & 2-2 SYSTEMS	$253.00	67.90%	$81.21	$243.63
Quantity:	3	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				

Line:	061	**Item:**	HH871272	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	ELECTRICAL POWER HARNESS PANELS - W/DUPLEX CAPACITY	$267.00	67.90%	$85.71	$685.68
Quantity:	8	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				

Line:	062	**Item:**	HH871501.LOFT	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	DUPLEX RECEPTACLE CIRCUIT 1 SYSTEMS 3-1 & 2-2	$54.00	67.91%	$17.33	$259.95
Quantity:	15	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		PAINT:	PAINT: Loft				

Line:	063	**Item:**	HH871502.LOFT	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	DUPLEX RECEPTACLE CIRCUIT 2 SYSTEMS 3-1 & 2-2	$54.00	67.91%	$17.33	$155.97
Quantity:	9	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		PAINT:	PAINT: Loft				

Line:	064	**Item:**	HH871503.LOFT	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	DUPLEX RECEPTACLE CIRCUIT 3 SYSTEM ONLY 3-1	$54.00	67.91%	$17.33	$86.65
Quantity:	5	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		PAINT:	PAINT: Loft				

Line:	065	**Item:**	HH871504.LOFT	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	DUPLEX RECEPTACLE CIRCUIT 4 SYSTEMS 3-1 & 2-2	$54.00	67.91%	$17.33	$259.95
Quantity:	15	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		PAINT:	PAINT: Loft				

Line:	066	**Item:**	HH879072	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	BASE IN-FEED CABLE BASE SYSTEMS 3-1 & 2-2	$283.00	67.90%	$90.84	$272.52
Quantity:	3	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				

Line:	067	**Item:**	HHALRETL.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	RECTANGE LEG T FOOT HAT TO PANEL (LH)	$173.00	58.50%	$71.80	$430.80
Quantity:	6	**Est Weeks to Ship:**	4-5 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		PAINT:	Grade 1				
		PAINT_Selection:	Fossil				

Line:	068	**Item:**	HHALRETR.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	RECTANGE LEG T FOOT HAT TO PANEL (RH)	$173.00	58.50%	$71.80	$646.20

Quantity:	9	**Est Weeks to Ship:**	4-5 Weeks
Bid:	468622	**Tags:**	Criminal Inv 133
		PAINT:	Grade 1
		PAINT_Selection:	Fossil

Line:	069	**Item:**	HHATB3S2LT.P71.X.UD	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	3 STAGE 2 LEG RECTANGLE T FOOT	$1,116.00	67.90%	$358.24	$5,373.60
Quantity:	15	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Black				
		GLIDE:	Standard Glide				
		KEYPAD:	Basic Up/Down				

Line:	070	**Item:**	HHATW2246CT.LFW1.FW.G1P	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	46W X 22D RECT WORKSURFACE C/T BASE	$475.00	67.90%	$152.48	$152.48
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		LAMINATE:	Gr L1 Standard Laminates				
		LAMINATE_Selection:	LAM: Florence Walnut				
		EDGE:	Florence Walnut				
		GROMMET:	1 Grommet - Centered--Grommet: Black				

Line:	071	**Item:**	HHATW2846CT.LFW1.FW.G1P	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	46W X 28D RECT WORKSURFACE C/T BASE	$513.00	67.90%	$164.67	$2,305.38
Quantity:	14	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		LAMINATE:	Gr L1 Standard Laminates				
		LAMINATE_Selection:	Florence Walnut				
		EDGE:	Florence Walnut				
		GROMMET:	1 Grommet - Centered--Grommet: Black				

Line:	072	**Item:**	HLED17A	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	17IN LED LIGHT W/PWRSUPPLYFORDAISYCHAIN(STARTER)	$565.00	67.90%	$181.37	$5,441.10
Quantity:	30	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				

Line:	073	**Item:**	HLSLZ5SC72.P	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	60W EXTERNAL STIFFENER	$145.00	59.60%	$58.58	$1,757.40
Quantity:	30	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		PAINT:	Color: Black				

Line:	074	**Item:**	HRVCLG24.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	ABOUND 29H X 24D ABOUND UNIVERSAL SUPPORT LEG	$244.00	67.90%	$78.32	$1,096.48
Quantity:	14	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				

PAINT: P1 Paint Opts
PAINT_Selection: Fossil

Line: 075	**Item:** HRVEP2429L.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:	**Model:** ABOUND 29H X 24D LEFT END PANEL	$274.00	67.90%	$87.95	$87.95
Quantity: 1	**Est Weeks to Ship:** 3-4 Weeks				
Bid: 468622	**Tags:** Criminal Inv 133				
	PAINT: P1 Paint Opts				
	PAINT_Selection: Fossil				

Line: 076	**Item:** HRVOH24FM.P28.L	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:	**Model:** ABOUND OVERHEAD-METAL FLIPPER DOOR 24IN	$684.00	67.90%	$219.56	$2,415.16
Quantity: 11	**Est Weeks to Ship:** 3-4 Weeks				
Bid: 468622	**Tags:** Criminal Inv 133				
	PAINT: P1 Paint Opts				
	PAINT_Selection: Fossil				
	LOCK: Lock: Lock				

Line: 077	**Item:** HRVOH36FM.P28.L	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:	**Model:** ABOUND OVERHEAD-METAL FLIPPER DOOR 36IN	$728.00	67.90%	$233.69	$1,869.52
Quantity: 8	**Est Weeks to Ship:** 3-4 Weeks				
Bid: 468622	**Tags:** Criminal Inv 133				
	PAINT: P1 Paint Opts				
	PAINT_Selection: Fossil				
	LOCK: Lock: Lock				

Line: 078	**Item:** HRVOH48FM.P28.L	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:	**Model:** ABOUND OVERHEAD-METAL FLIPPER DOOR 48IN	$799.00	67.90%	$256.48	$2,821.28
Quantity: 11	**Est Weeks to Ship:** 3-4 Weeks				
Bid: 468622	**Tags:** Criminal Inv 133				
	PAINT: P1 Paint Opts				
	PAINT_Selection: Fossil				
	LOCK: Lock: Lock				

Line: 079	**Item:** HSCKTPS.X	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:	**Model:** STRAIGHT CONNECTOR KIT	$26.00	67.88%	$8.35	$409.15
Quantity: 49	**Est Weeks to Ship:** 3-4 Weeks				
Bid: 468622	**Tags:** Criminal Inv 133				
	PAINT: No Option				

Line: 080	**Item:** HSTB2W1.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:	**Model:** BRACKET TO ATTACH TOWERS TO WORKSURFACES	$107.00	63.70%	$38.84	$504.92
Quantity: 13	**Est Weeks to Ship:** 3-4 Weeks				
Bid: 468622	**Tags:** Criminal Inv 133				

PAINT:	P1 Paint Opts
PAINT_Selection:	Fossil

Line:	081	**Item:**	HSTB2W1.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	BRACKET TO ATTACH TOWERS TO WORKSURFACES	$107.00	63.70%	$38.84	$77.68
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	082	**Item:**	HSTP652424LBBFM.BX.R.P28.P28.L	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	CONTAIN 65HX24WX24D PERSONAL TWR PLINTH MTL FRNT LH BBF	$2,744.00	63.70%	$996.07	$12,948.91
Quantity:	13	**Est Weeks to Ship:**	4-5 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		BASE:	Recessed Plinth				
		PULL:	Radius				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				
		PAINTFRONT:	P1 Paint Opts				
		PAINTFRONT_Selection:	Fossil				
		LOCK:	Lock: Lock				

Line:	083	**Item:**	HSTP652424RBBFM.BX.R.P28.P28.L	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	CONTAIN 65HX24WX24D PERSONAL TWR PLINTH MTL FRNT RH BBF	$2,744.00	63.70%	$996.07	$1,992.14
Quantity:	2	**Est Weeks to Ship:**	4-5 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		BASE:	Recessed Plinth				
		PULL:	Radius				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				
		PAINTFRONT:	P1 Paint Opts				
		PAINTFRONT_Selection:	Fossil				
		LOCK:	Lock: Lock				

Line:	084	**Item:**	HWR2472P.LFW1.FW.P	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 24D X 72W	$649.00	67.90%	$208.33	$6,249.90
Quantity:	30	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Criminal Inv 133				
		LAMINATE:	Grd L1 Standard Laminates				
		LAMINATE_Selection:	Florence Walnut				
		EDGE:	EDGE: Florence Walnut				
		GROMMET:	Grommet: Black				

Line:	085	**Item:**	HWSB2.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	WORKSURFACE BRACKET KIT	$59.00	67.90%	$18.94	$568.20
Quantity:	30	**Est Weeks to Ship:**	3-4 Weeks				

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Bid:	468622	**Tags:**	Criminal Inv 133
		PAINT:	P1 Paint Opts
		PAINT_Selection:	Fossil

				List Price	Discount	Net Price	Total
Line:	086	**Item:**	HMN2.N.H.PS.LO.SMHMMLD01.CBK				
Cust Line:		**Model:**	MOTIVATE NEST/STACK CHAIR-FLEX BCK-UPH SEAT	$673.00	63.00%	$249.01	$4,980.20
Quantity:	20	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Briefing 140				
		ARM:	Arm: No Arm				
		GLIDE/CAST:	Hard				
		BACK:	Plastic Shell				
		SHELL:	Loft				
		FABRIC:	Grade: II Uph				
		FABRIC_Selection:	Fabric: Meld--COLOR: Vast				
		FRAME:	Charblack				

				List Price	Discount	Net Price	Total
Line:	087	**Item:**	HIWMM.Y1.A.H.IM.UR10.BL.SB.T				
Cust Line:		**Model:**	IGNITION 2 TASK MID-BACK ILIRA BACK	$797.00	63.00%	$294.89	$589.78
Quantity:	2	**Est Weeks to Ship:**	4-5 Weeks				
Bid:	468622	**Tags:**	Patrol 142				
		CONTROL:	Syncho-Tilt W Seat Slider				
		ARM:	Arm: Height and Width Adj. Arm				
		GLIDE/CAST:	Hard Caster				
		BACK:	4-Way Black				
		FABRIC:	Gr 1 UPH				
		FABRIC_Selection:	Contourett--COLOR: Black				
		LUMBAR:	Black Adjustable Lumbar				
		BASETYPE:	Base: Standard Base				
		FRAME:	Frame: Black				

				List Price	Discount	Net Price	Total
Line:	088	**Item:**	HCTL241L.P28				
Cust Line:		**Model:**	LEFT-HAND CANTILEVER 24 IN D	$57.00	67.89%	$18.30	$73.20
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Report Writing 144				
		PAINT:	Select P1 Paint				
		PAINT_Selection:	Fossil				

				List Price	Discount	Net Price	Total
Line:	089	**Item:**	HCTL241R.P28				
Cust Line:		**Model:**	RIGHT-HAND CANTILEVER 24 IN D	$57.00	67.89%	$18.30	$73.20
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Report Writing 144				
		PAINT:	Select P1 Paint				
		PAINT_Selection:	Fossil				

				List Price	Discount	Net Price	Total
Line:	090	**Item:**	HCTROUGH36				
Cust Line:		**Model:**	CABLE MNGMT TROUGH 36W SINGLE	$148.00	67.90%	$47.51	$190.04
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Report Writing 144				

Line:	091	Item:	HEC65PLN.P28	List Price	Discount	Net Price	Total
Cust Line:		Model:	65H L CONNECTOR POST	$180.00	67.90%	$57.78	$115.56
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	468622	Tags:	Report Writing 144				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	092	Item:	HEC65PTN.P28	List Price	Discount	Net Price	Total
Cust Line:		Model:	65H T CONNECTOR POST	$174.00	67.90%	$55.85	$167.55
Quantity:	3	Est Weeks to Ship:	3-4 Weeks				
Bid:	468622	Tags:	Report Writing 144				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	093	Item:	HECSL	List Price	Discount	Net Price	Total
Cust Line:		Model:	L CONNECTOR STRAP	$20.00	67.90%	$6.42	$12.84
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	468622	Tags:	Report Writing 144				

Line:	094	Item:	HECSS	List Price	Discount	Net Price	Total
Cust Line:		Model:	EXTENDED STRAIGHT CONNECTOR STRAP S	$28.00	67.89%	$8.99	$26.97
Quantity:	3	Est Weeks to Ship:	3-4 Weeks				
Bid:	468622	Tags:	Report Writing 144				

Line:	095	Item:	HECVH15P.P28	List Price	Discount	Net Price	Total
Cust Line:		Model:	VARIABLE HEIGHT CONNECTOR KIT 15H	$73.00	67.90%	$23.43	$70.29
Quantity:	3	Est Weeks to Ship:	3-4 Weeks				
Bid:	468622	Tags:	Report Writing 144				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	096	Item:	HEFEC50P.P28	List Price	Discount	Net Price	Total
Cust Line:		Model:	PANEL FINISHED END COVERS 50H	$74.00	67.91%	$23.75	$71.25
Quantity:	3	Est Weeks to Ship:	3-4 Weeks				
Bid:	468622	Tags:	Report Writing 144				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	097	Item:	HEFEC65P.P28	List Price	Discount	Net Price	Total
Cust Line:		Model:	PANEL FINISHED END COVERS 65H	$82.00	67.90%	$26.32	$52.64
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	468622	Tags:	Report Writing 144				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	098	Item:	HETC24.P28	List Price	Discount	Net Price	Total
Cust Line:		Model:	PANEL TOP CAP 24W	$48.00	67.90%	$15.41	$77.05
Quantity:	5	Est Weeks to Ship:	3-4 Weeks				

Bid:	468622	**Tags:**	Report Writing 144
		PAINT:	P1 Paint Opts
		PAINT_Selection:	Fossil

Line:	099	**Item:**	HETC72.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	PANEL TOP CAP 72W	$128.00	67.90%	$41.09	$164.36
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Report Writing 144				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	100	**Item:**	HETP5024FP.ECH08.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	TACKABLE PANEL W/O TC 50H X 24W	$429.00	67.90%	$137.71	$413.13
Quantity:	3	**Est Weeks to Ship:**	5-6 Weeks				
Bid:	468622	**Tags:**	Report Writing 144				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	FABRIC: Etch--Fab: Outline				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	101	**Item:**	HETP6524DP.ECH08.P28.Q	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	TACKABLETOP TIER GLASS PANEL W/O TC 65H X 24W	$696.00	67.90%	$223.42	$446.84
Quantity:	2	**Est Weeks to Ship:**	5-6 Weeks				
Bid:	468622	**Tags:**	Report Writing 144				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	FABRIC: Etch--Fab: Outline				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	PAINT: Fossil				
		GLASS:	Glass: Clear				

Line:	102	**Item:**	HETP6572DP.ECH08.P28.Q	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	TACKABLE TOP TIER GLASS PANEL W/O TC 65H X 72W	$1,245.00	67.90%	$399.65	$1,598.60
Quantity:	4	**Est Weeks to Ship:**	5-6 Weeks				
Bid:	468622	**Tags:**	Report Writing 144				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	FABRIC: Etch--Fab: Outline				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	PAINT: Fossil				
		GLASS:	Glass: Clear				

Line:	103	**Item:**	HH871224	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	ELECTRICAL POWER HARNESS 24W 3-1 & 2-2 SYSTEMS	$253.00	67.90%	$81.21	$81.21
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Report Writing 144				

Line:	104	**Item:**	HH871260	**List Price**	**Discount**	**Net Price**	**Total**

Cust Line:		**Model:**	ELECTRICAL POWER HARNESS 60W 3-1 & 2-2 SYSTEMS	$267.00	67.90%	$85.71	$428.55
Quantity:	5	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Report Writing 144				

Line:	105	**Item:**	HH871272	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	ELECTRICAL POWER HARNESS PANELS - W/DUPLEX CAPACITY	$267.00	67.90%	$85.71	$342.84
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Report Writing 144				

Line:	106	**Item:**	HH871501.LOFT	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	DUPLEX RECEPTACLE CIRCUIT 1 SYSTEMS 3-1 & 2-2	$54.00	67.91%	$17.33	$34.66
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Report Writing 144				
		PAINT:	PAINT: Loft				

Line:	107	**Item:**	HH871501.LOFT	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	DUPLEX RECEPTACLE CIRCUIT 1 SYSTEMS 3-1 & 2-2	$54.00	67.91%	$17.33	$69.32
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Report Writing 144				
		PAINT:	PAINT: Loft				

Line:	108	**Item:**	HH871502.LOFT	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	DUPLEX RECEPTACLE CIRCUIT 2 SYSTEMS 3-1 & 2-2	$54.00	67.91%	$17.33	$17.33
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Report Writing 144				
		PAINT:	PAINT: Loft				

Line:	109	**Item:**	HH871502.LOFT	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	DUPLEX RECEPTACLE CIRCUIT 2 SYSTEMS 3-1 & 2-2	$54.00	67.91%	$17.33	$69.32
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Report Writing 144				
		PAINT:	PAINT: Loft				

Line:	110	**Item:**	HH871503.LOFT	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	DUPLEX RECEPTACLE CIRCUIT 3 SYSTEM ONLY 3-1	$54.00	67.91%	$17.33	$17.33
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Report Writing 144				
		PAINT:	PAINT: Loft				

Line:	111	**Item:**	HH871503.LOFT	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	DUPLEX RECEPTACLE CIRCUIT 3 SYSTEM ONLY 3-1	$54.00	67.91%	$17.33	$34.66

Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks
Bid:	468622	**Tags:**	Report Writing 144
		PAINT:	PAINT: Loft

Line:	112	**Item:**	HH871504.LOFT	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	DUPLEX RECEPTACLE CIRCUIT 4 SYSTEMS 3-1 & 2-2	$54.00	67.91%	$17.33	$69.32
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Report Writing 144				
		PAINT:	PAINT: Loft				

Line:	113	**Item:**	HH871504.LOFT	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	DUPLEX RECEPTACLE CIRCUIT 4 SYSTEMS 3-1 & 2-2	$54.00	67.91%	$17.33	$173.30
Quantity:	10	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Report Writing 144				
		PAINT:	PAINT: Loft				

Line:	114	**Item:**	HH879072	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	BASE IN-FEED CABLE BASE SYSTEMS 3-1 & 2-2	$283.00	67.90%	$90.84	$90.84
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Report Writing 144				

Line:	115	**Item:**	HHATB3S2LT.P71.X.UD	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	3 STAGE 2 LEG RECTANGLE T FOOT	$1,116.00	67.90%	$358.24	$1,432.96
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Report Writing 144				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Black				
		GLIDE:	Standard Glide				
		KEYPAD:	Basic Up/Down				

Line:	116	**Item:**	HHATW2358EM.LFW1.FW	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	58W X 23D RECT WORKSURFACE EMPOWER HA	$561.00	67.90%	$180.08	$1,800.80
Quantity:	10	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Report Writing 144				
		LAMINATE:	Gr L1 Standard Laminates				
		LAMINATE_Selection:	Florence Walnut				
		EDGE:	Florence Walnut				

Line:	117	**Item:**	HITSM.S1.A.H.IM.WP40.BL.SB.T	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	IGNITION 2 TASK LOW-BACK STOOL ILIRA BACK	$883.00	63.00%	$326.71	$1,633.55
Quantity:	5	**Est Weeks to Ship:**	4-5 Weeks				
Bid:	468622	**Tags:**	Report Writing 144				

CONTROL:	Limited Synchro Tilt SeatSlidr
ARM:	Arm: Height and Width Adj. Arm
GLIDE/CAST:	Hard Caster
BACK:	4-Way Black
FABRIC:	GRADE: II UPHOLSTERY
FABRIC_Selection:	Whisper Vinyl--COLOR: Black
LUMBAR:	Black Adjustable Lumbar
BASETYPE:	Base: Standard Base
FRAME:	Frame: Black

				List Price	Discount	Net Price	Total
Line:	118	**Item:**	HIWMM.Y1.A.H.IM.WP40.BL.SB.T				
Cust Line:		**Model:**	IGNITION 2 TASK MID-BACK ILIRA BACK	$821.00	63.00%	$303.77	$3,037.70
Quantity:	10	**Est Weeks to Ship:**	4-5 Weeks				
Bid:	468622	**Tags:**	Report Writing 144				
		CONTROL:	Syncho-Tilt W Seat Slider				
		ARM:	Arm: Height and Width Adj. Arm				
		GLIDE/CAST:	Hard Caster				
		BACK:	4-Way Black				
		FABRIC:	GRADE: II UPHOLSTERY				
		FABRIC_Selection:	Whisper Vinyl--COLOR: Black				
		LUMBAR:	Black Adjustable Lumbar				
		BASETYPE:	Base: Standard Base				
		FRAME:	Frame: Black				

				List Price	Discount	Net Price	Total
Line:	119	**Item:**	HMP144				
Cust Line:		**Model:**	4-CIRCUIT POWER IN-FEED 144IN SEALTIGHT	$409.00	67.90%	$131.29	$262.58
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Report Writing 144				

				List Price	Discount	Net Price	Total
Line:	120	**Item:**	HMPFGS5413.P28.R				
Cust Line:		**Model:**	54WX13H SINGLE SIDED FROSTED GLASS SCREEN	$842.00	67.90%	$270.28	$2,702.80
Quantity:	10	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Report Writing 144				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				
		GLASS:	Frosted Glass				

				List Price	Discount	Net Price	Total
Line:	121	**Item:**	HMPHA2S4C.P71				
Cust Line:		**Model:**	HEIGHT ADJUSTABLE BASES FOR BACK TO BACK WORKSTATION	$2,910.00	67.90%	$934.11	$4,670.55
Quantity:	5	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Report Writing 144				
		PAINT2:	PAINT: Black				

				List Price	Discount	Net Price	Total
Line:	122	**Item:**	HMPHATROUGH60.P28				
Cust Line:		**Model:**	60W SHARED TROUGH FOR HAB	$556.00	67.90%	$178.48	$892.40
Quantity:	5	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Report Writing 144				

PAINT3: P1 Paint Opts
PAINT3_Selection: Fossil

Line: 123	**Item:** HLSL2428O.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:	**Model:** 24D X 28H O-LEG SUPPORT FOR WKSF (SINGLE LEG)	$409.00	59.60%	$165.24	$660.96
Quantity: 4	**Est Weeks to Ship:** 3-4 Weeks				
Bid: 468622	**Tags:** Patrol Sgt 145				
	PAINT: P1 Paint Opts				
	PAINT_Selection: Fossil				

Line: 124	**Item:** HLSL60TW.RFG93	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:	**Model:** TACKBOARD FOR 60IN W WALLMOUNT TACKBOARD	$406.00	59.60%	$164.02	$656.08
Quantity: 4	**Est Weeks to Ship:** 3-4 Weeks				
Bid: 468622	**Tags:** Patrol Sgt 145				
	FABRIC: Grd A Fabric				
	FABRIC_Selection: FABRIC: Refuge--COLOR: Frost				

Line: 125	**Item:** HLSLR2460.LFW1FW.GP	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:	**Model:** VOI 24D X 60IN W RECTANGLE WORKSURFACE	$452.00	59.60%	$182.61	$730.44
Quantity: 4	**Est Weeks to Ship:** 3-4 Weeks				
Bid: 468622	**Tags:** Patrol Sgt 145				
	LAMINATE: Grd L1 Standard Laminates				
	LAMINATE_Selection: Florence Walnut--Florence Walnut				
	GROMMET: Grommets--Clr: Black				

Line: 126	**Item:** HLSLR2472.LFW1FW.GP	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:	**Model:** VOI 24D X 72IN W RECTANGLE WORKSURFACE	$508.00	59.60%	$205.23	$820.92
Quantity: 4	**Est Weeks to Ship:** 3-4 Weeks				
Bid: 468622	**Tags:** Patrol Sgt 145				
	LAMINATE: Grd L1 Standard Laminates				
	LAMINATE_Selection: Florence Walnut--Florence Walnut				
	GROMMET: Grommets--Clr: Black				

Line: 127	**Item:** HLSLZ5SC60.P	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:	**Model:** 48W EXTERNAL STIFFENER	$129.00	59.60%	$52.12	$208.48
Quantity: 4	**Est Weeks to Ship:** 3-4 Weeks				
Bid: 468622	**Tags:** Patrol Sgt 145				
	PAINT: Color: Black				

Line: 128	**Item:** HLSLZ5SC72.P	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:	**Model:** 60W EXTERNAL STIFFENER	$145.00	59.60%	$58.58	$234.32
Quantity: 4	**Est Weeks to Ship:** 3-4 Weeks				
Bid: 468622	**Tags:** Patrol Sgt 145				
	PAINT: Color: Black				

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Line:	129	**Item:**	HLSLZ5SC72.P	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	60W EXTERNAL STIFFENER	$145.00	59.60%	$58.58	$234.32
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Patrol Sgt 145				
		PAINT:	Color: Black				

Line:	130	**Item:**	HPSEAT24ND.UR10	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	CONTAIN 15X24 PEDESTAL CUSHION	$255.00	67.90%	$81.86	$327.44
Quantity:	4	**Est Weeks to Ship:**	4-5 Weeks				
Bid:	468622	**Tags:**	Patrol Sgt 145				
		FABRIC:	Gr 1 Uph				
		FABRIC_Selection:	Contourett--COLOR: Black				

Line:	131	**Item:**	HRVOH60FM.P28.L	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	ABOUND OVERHEAD-METAL FLIPPER DOOR 60IN	$1,051.00	67.90%	$337.37	$1,349.48
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Patrol Sgt 145				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				
		LOCK:	Lock: Lock				

Line:	132	**Item:**	HSDSL29.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	ABODE SHARED LEG	$469.00	67.90%	$150.55	$602.20
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Patrol Sgt 145				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	133	**Item:**	HSPM211524BFM.R.P28.P28.L	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	21HX15WX24D MOB PED MTL FRONT BF	$796.00	63.70%	$288.95	$1,155.80
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Patrol Sgt 145				
		PULL:	Radius				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				
		PAINTFRONT:	P1 Paint Opts				
		PAINTFRONT_Selection:	Fossil				
		LOCK:	Lock: Lock				

Line:	134	**Item:**	HSWP651224LL.BX.APR0.P28.LFW1.L	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	CONTAIN 65HX12WX24D WARDROBE TOWER PLINTH LAMINATE FRONT	$1,644.00	63.70%	$596.77	$1,193.54
Quantity:	2	**Est Weeks to Ship:**	4-5 Weeks				
Bid:	468622	**Tags:**	Patrol Sgt 145				

BASE: Recessed Plinth
PULL: Arch--Anodized Silver
PAINT: P1 Paint Opts
PAINT_Selection: Fossil
LAMINATE: Grd L1 Standard Laminates
LAMINATE_Selection: Florence Walnut
LOCK: Standard Random Key Lock

Line:	135	**Item:**	HSWP651224RL.BX.APR0.S.LFW1.L	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	CONTAIN 65HX12WX24D WARDROBE TOWER PLINTH LAMINATE FRONT	$1,644.00	63.70%	$596.77	$3,580.62
Quantity:	6	**Est Weeks to Ship:**	4-5 Weeks				
Bid:	468622	**Tags:**	Patrol Sgt 145				

BASE: Recessed Plinth
PULL: Arch--Anodized Silver
PAINT: P1 Paint Opts
PAINT_Selection: Charcoal
LAMINATE: Grd L1 Standard Laminates
LAMINATE_Selection: Florence Walnut
LOCK: Standard Random Key Lock

Line:	136	**Item:**	HTFXL29.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	PRESIDE 29.5H X-BASE FOR 48 & 60 TOPS	$687.00	59.60%	$277.55	$277.55
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Patrol Sgt 145				

PAINT: P1 Paint Opts
PAINT_Selection: Fossil

Line:	137	**Item:**	HTLD48.GFW.N.LFW1				
Cust Line:		**Model:**	PRESIDE 48ROUND SHAPED LAMINATE TOP				
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Patrol Sgt 145				

EDGE: 2MM/Flat--Edge: Florence Walnut
GROMMET: No Grommets
LAMINATE: Grd L1 Standard Laminates
LAMINATE_Selection: LAM: Florence Walnut

Line:	138	**Item:**	HTWTH.P	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	ACC HRZTL WALL TRACK FOR OH STORAGE-60W	$107.00	67.90%	$34.35	$137.40
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Patrol Sgt 145				

PAINT: Paint: Black

Line:	139	**Item:**	HWR2472P.LFW1.FW.P	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 24D X 72W	$649.00	67.90%	$208.33	$833.32
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Patrol Sgt 145				

LAMINATE: Grd L1 Standard Laminates
LAMINATE_Selection: Florence Walnut
EDGE: EDGE: Florence Walnut
GROMMET: Grommet: Black

Line:	140	**Item:**	HWSB2.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	WORKSURFACE BRACKET KIT	$59.00	67.90%	$18.94	$75.76
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Patrol Sgt 145				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	141	**Item:**	H1522.LFW1	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	WOOD CENTER DRAWER 22W X 15-3/8D	$241.00	67.90%	$77.36	$309.44
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Patrol Sgt 145				
		LAMINATE:	Grd L1 Standard Laminates				
		LAMINATE_Selection:	Florence Walnut				

Line:	142	**Item:**	HCPU1	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	360 SWIVEL CPU HOLDER WITH ADJUSTABLE STRAPS	$298.00	67.90%	$95.66	$382.64
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Patrol Sgt 145				

Line:	143	**Item:**	HLED31A	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	31IN LED LIGHT W/PWRSUPPLYFORDAISYCHAIN(STARTER)	$758.00	67.90%	$243.32	$973.28
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Patrol Sgt.145				

Line:	144	**Item:**	HCTROUGH36	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	CABLE MNGMT TROUGH 36W SINGLE	$148.00	67.90%	$47.51	$47.51
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	QtrMaster 157				

Line:	145	**Item:**	HHATB2S2LT.P71.X.UD	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	2 STAGE 2 LEG RECTANGLE T FOOT	$1,012.00	67.90%	$324.85	$324.85
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	QtrMaster 157				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Black				
		GLIDE:	Standard Glide				
		KEYPAD:	Basic Up/Down				

Line:	146	**Item:**	HHATW2270CT.LFW1.FW.G1P.P	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	70W X 22D RECT WORKSURFACE C/T BASE	$661.00	67.90%	$212.18	$212.18
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	QtrMaster 157				

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LAMINATE: Gr L1 Standard Laminates
LAMINATE_Selection: LAM: Florence Walnut
EDGE: Florence Walnut
GROMMET: 1 Grommet - Centered--Grommet: Black
PAINT: Color: Black

Line:	147	**Item:**	HITSM.S1.N.H.IM.WP40.BL.SB.T	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	IGNITION 2 TASK LOW-BACK STOOL ILIRA BACK	$798.00	63.00%	$295.26	$295.26
Quantity:	1	**Est Weeks to Ship:**	4-5 Weeks				
Bid:	468622	**Tags:**	QtrMaster 157				

CONTROL: Limited Synchro Tilt SeatSlidr
ARM: Arm: Armless
GLIDE/CAST: Hard Caster
BACK: 4-Way Black
FABRIC: GRADE: II UPHOLSTERY
FABRIC_Selection: Whisper Vinyl--COLOR: Black
LUMBAR: Black Adjustable Lumbar
BASETYPE: Base: Standard Base
FRAME: Frame: Black

Line:	148	**Item:**	HPSEAT18ND.WP40	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	CONTAIN 15X18 PEDESTAL CUSHION	$241.00	67.90%	$77.36	$77.36
Quantity:	1	**Est Weeks to Ship:**	4-5 Weeks				
Bid:	468622	**Tags:**	QtrMaster 157				

FABRIC: Gr 2 Uph
FABRIC_Selection: Whisper Vinyl--COLOR: Black

Line:	149	**Item:**	HSPM211518BFM.APR0.P28.P28.L	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	21HX15WX18D MOB PED MTL FRONT BF	$743.00	63.70%	$269.71	$269.71
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	QtrMaster 157				

PULL: Arch--Anodized Silver
PAINT: P1 Paint Opts
PAINT_Selection: Fossil
PAINTFRONT: P1 Paint Opts
PAINTFRONT_Selection: Fossil
LOCK: Lock: Lock

Line:	150	**Item:**	HFMSC186430RWB.L.G.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	MODULAR STORAGE CABINET 18D X 64 1/4H X 30W	$2,239.00	63.70%	$812.76	$812.76
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	QtrMaster 157				

LOCK: Standard Random Key Lock
GLD/CASTER: Glide
PAINT: P1 Paint Opts
PAINT_Selection: Fossil

Line:	151	**Item:**	HFMSC183930RWB.L.G.P28	**List Price**	**Discount**	**Net Price**	**Total**

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Cust Line:		**Model:**	MODULAR STORAGE CABINET 18D X 39 1/8H X 30W	$1,591.00	63.70%	$577.53	$1,155.06
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	QtrMaster 157				
		LOCK:	Standard Random Key Lock				
		GLD/CASTER:	Glide				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	152	**Item:**	HWR1830P.LFW1.FW.P	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	SYSTEMS RECTANGLE WORKSURFACE 18D X 30W EDGEBAND	$382.00	67.90%	$122.62	$245.24
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	QtrMaster 157				
		LAMINATE:	Grd L1 Standard Laminates				
		LAMINATE_Selection:	Florence Walnut				
		EDGE:	EDGE: Florence Walnut				
		GROMMET:	Grommet: Black				

Line:	153	**Item:**	HRUCK1L.S.PR8	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	RUCK SHELL CHAIR	$591.00	59.60%	$238.76	$1,910.08
Quantity:	8	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Breakroom 161				
		LAMINATE:	Gr L1 Standard Laminates				
		LAMINATE_Selection:	Charcoal				
		PAINT:	Silver Texture				

Line:	154	**Item:**	HRUCK5L.S.PR8	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	RUCK SHELL STOOL	$709.00	59.60%	$286.44	$3,150.84
Quantity:	11	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Breakroom 161				
		LAMINATE:	Gr L1 Standard Laminates				
		LAMINATE_Selection:	Charcoal				
		PAINT:	Silver Texture				

Line:	155	**Item:**	H1522.LFW1	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	WOOD CENTER DRAWER 22W X 15-3/8D	$241.00	67.90%	$77.36	$154.72
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Evidence 177				
		LAMINATE:	Grd L1 Standard Laminates				
		LAMINATE_Selection:	Florence Walnut				

Line:	156	**Item:**	HCPU1	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	360 SWIVEL CPU HOLDER WITH ADJUSTABLE STRAPS	$298.00	67.90%	$95.66	$191.32
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Evidence 177				

Line:	157	**Item:**	HCTROUGH17	**List Price**	**Discount**	**Net Price**	**Total**

Cust Line:		**Model:**	CABLE MNGMT TROUGH 17W SINGLE	$89.00	67.90%	$28.57	$57.14
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Evidence 177				

Line:	158	**Item:**	HCTROUGH36	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	CABLE MNGMT TROUGH 36W SINGLE	$148.00	67.90%	$47.51	$95.02
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Evidence 177				

Line:	159	**Item:**	HEC50PLN.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	50H L CONNECTOR POST	$161.00	67.90%	$51.68	$103.36
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Evidence 177				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	160	**Item:**	HEC65PTN.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	65H T CONNECTOR POST	$174.00	67.90%	$55.85	$55.85
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Evidence 177				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	161	**Item:**	HEC65PLN.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	65H L CONNECTOR POST	$180.00	67.90%	$57.78	$115.56
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Evidence 177				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	162	**Item:**	HECS1	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	SINGLE CONNECTOR STRAP	$20.00	67.90%	$6.42	$12.84
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Evidence 177				

Line:	163	**Item:**	HECSL	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	L CONNECTOR STRAP	$20.00	67.90%	$6.42	$12.84
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Evidence 177				

Line:	164	**Item:**	HECSS	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	EXTENDED STRAIGHT CONNECTOR STRAP S	$28.00	67.89%	$8.99	$8.99
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Evidence 177				

Line:	165	**Item:**	HECVH15P.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	VARIABLE HEIGHT CONNECTOR KIT 15H	$73.00	67.90%	$23.43	$70.29
Quantity:	3	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Evidence 177				

PAINT: P1 Paint Opts
PAINT_Selection: Fossil

Line:	166	**Item:** HEFEC50P.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:** PANEL FINISHED END COVERS 50H	$74.00	67.91%	$23.75	$71.25
Quantity:	3	**Est Weeks to Ship:** 3-4 Weeks				
Bid:	468622	**Tags:** Evidence 177				

PAINT: P1 Paint Opts
PAINT_Selection: Fossil

Line:	167	**Item:** HETC24.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:** PANEL TOP CAP 24W	$48.00	67.90%	$15.41	$77.05
Quantity:	5	**Est Weeks to Ship:** 3-4 Weeks				
Bid:	468622	**Tags:** Evidence 177				

PAINT: P1 Paint Opts
PAINT_Selection: Fossil

Line:	168	**Item:** HETC36.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:** PANEL TOP CAP 36W	$74.00	67.91%	$23.75	$47.50
Quantity:	2	**Est Weeks to Ship:** 3-4 Weeks				
Bid:	468622	**Tags:** Evidence 177				

PAINT: P1 Paint Opts
PAINT_Selection: Fossil

Line:	169	**Item:** HETC48.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:** PANEL TOP CAP 48W	$85.00	67.89%	$27.29	$54.58
Quantity:	2	**Est Weeks to Ship:** 3-4 Weeks				
Bid:	468622	**Tags:** Evidence 177				

PAINT: P1 Paint Opts
PAINT_Selection: Fossil

Line:	170	**Item:** HETP5024DP.ECH08.P28.Q	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:** TACKABLE TOP TIER GLASS PANEL W/O TC 50H X 24W	$673.00	67.90%	$216.03	$1,080.15
Quantity:	5	**Est Weeks to Ship:** 5-6 Weeks				
Bid:	468622	**Tags:** Evidence 177				

FABRIC: Gr A Fabric
FABRIC_Selection: FABRIC: Etch--Fab: Outline
PAINT: P1 Paint Opts
PAINT_Selection: Fossil
GLASS: Glass: Clear

Line:	171	**Item:** HETP5048DP.ECH08.P28.Q	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:** TACKABLE TOP TIER GLASS PANEL W/O TC 50H X 48W	$801.00	67.90%	$257.12	$514.24
Quantity:	2	**Est Weeks to Ship:** 5-6 Weeks				
Bid:	468622	**Tags:** Evidence 177				

FABRIC: Gr A Fabric
FABRIC_Selection: FABRIC: Etch--Fab: Outline
PAINT: P1 Paint Opts
PAINT_Selection: Fossil
GLASS: Glass: Clear

Line: 172	**Item:** HETP6536FP.ECH08.P28		**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:	**Model:** TACKABLE PANEL W/O TC 65H X 36W		$515.00	67.90%	$165.32	$661.28
Quantity: 4	**Est Weeks to Ship:** 5-6 Weeks					
Bid: 468622	**Tags:** Evidence 177					
	FABRIC: Gr A Fabric					
	FABRIC_Selection: FABRIC: Etch--Fab: Outline					
	PAINT: P1 Paint Opts					
	PAINT_Selection: PAINT: Fossil					

Line: 173	**Item:** HH871136		**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:	**Model:** ELECTRICAL PASS-THRU CABLE & 2-2 SYSTEMS	36W 3-1	$160.00	67.90%	$51.36	$102.72
Quantity: 2	**Est Weeks to Ship:** 3-4 Weeks					
Bid: 468622	**Tags:** Evidence 177					

Line: 174	**Item:** HH871236		**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:	**Model:** ELECTRICAL POWER HARNESS 36W 3-1 & 2-2 SYSTEMS		$253.00	67.90%	$81.21	$162.42
Quantity: 2	**Est Weeks to Ship:** 3-4 Weeks					
Bid: 468622	**Tags:** Evidence 177					

Line: 175	**Item:** HH871502.LOFT		**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:	**Model:** DUPLEX RECEPTACLE CIRCUIT 2 SYSTEMS	3-1 & 2-2	$54.00	67.91%	$17.33	$34.66
Quantity: 2	**Est Weeks to Ship:** 3-4 Weeks					
Bid: 468622	**Tags:** Evidence 177					
	PAINT: PAINT: Loft					

Line: 176	**Item:** HH871503.LOFT		**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:	**Model:** DUPLEX RECEPTACLE CIRCUIT 3 SYSTEM ONLY	3-1	$54.00	67.91%	$17.33	$34.66
Quantity: 2	**Est Weeks to Ship:** 3-4 Weeks					
Bid: 468622	**Tags:** Evidence 177					
	PAINT: PAINT: Loft					

Line: 177	**Item:** HH871504.LOFT		**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:	**Model:** DUPLEX RECEPTACLE CIRCUIT 4 SYSTEMS	3-1 & 2-2	$54.00	67.91%	$17.33	$34.66
Quantity: 2	**Est Weeks to Ship:** 3-4 Weeks					
Bid: 468622	**Tags:** Evidence 177					
	PAINT: PAINT: Loft					

Line: 178	**Item:** HH879072		**List Price**	**Discount**	**Net Price**	**Total**

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Cust Line:		**Model:**	BASE IN-FEED CABLE BASE SYSTEMS	3-1 & 2-2	$283.00	67.90%	$90.84	$90.84
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks					
Bid:	468622	**Tags:**	Evidence 177					

Line:	179	**Item:**	HHATB3S2LT.P71.X.UD		**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	3 STAGE 2 LEG RECTANGLE T FOOT		$1,116.00	67.90%	$358.24	$716.48
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks					
Bid:	468622	**Tags:**	Evidence 177					
		PAINT:	P1 Paint Opts					
		PAINT_Selection:	Black					
		GLIDE:	Standard Glide					
		KEYPAD:	Basic Up/Down					

Line:	180	**Item:**	HHATW2246CT.LFW1.FW.G1P		**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	46W X 22D RECT WORKSURFACE C/T BASE		$475.00	67.90%	$152.48	$152.48
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks					
Bid:	468622	**Tags:**	Evidence 177					
		LAMINATE:	Gr L1 Standard Laminates					
		LAMINATE_Selection:	LAM: Florence Walnut					
		EDGE:	Florence Walnut					
		GROMMET:	1 Grommet - Centered--Grommet: Black					

Line:	181	**Item:**	HHATW2246CT.LFW1.FW.G1P		**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	46W X 22D RECT WORKSURFACE C/T BASE		$475.00	67.90%	$152.48	$152.48
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks					
Bid:	468622	**Tags:**	Evidence 177					
		LAMINATE:	Gr L1 Standard Laminates					
		LAMINATE_Selection:	LAM: Florence Walnut					
		EDGE:	Florence Walnut					
		GROMMET:	1 Grommet - Centered--Grommet: Black					

Line:	182	**Item:**	HLED17A		**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	17IN LED LIGHT W/PWRSUPPLYFORDAISYCHAIN(STARTER)		$565.00	67.90%	$181.37	$725.48
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks					
Bid:	468622	**Tags:**	Evidence 177					

Line:	183	**Item:**	HLSLZ5SC54.P		**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	42W EXTERNAL STIFFENER		$123.00	59.60%	$49.69	$99.38
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks					
Bid:	468622	**Tags:**	Evidence 177					
		PAINT:	Color: Black					

Line:	184	**Item:**	HRVOH36FM.P28.L		**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	ABOUND OVERHEAD-METAL FLIPPER DOOR 36IN		$728.00	67.90%	$233.69	$934.76
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks					
Bid:	468622	**Tags:**	Evidence 177					

PAINT:	P1 Paint Opts
PAINT_Selection:	Fossil
LOCK:	Lock: Lock

				List Price	Discount	Net Price	Total
Line:	185	**Item:**	HSCKTPS.X				
Cust Line:		**Model:**	STRAIGHT CONNECTOR KIT	$26.00	67.88%	$8.35	$33.40
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Evidence 177				
		PAINT:	No Option				

				List Price	Discount	Net Price	Total
Line:	186	**Item:**	HSPSP281524BBFM.BX.R.P28.P28.L				
Cust Line:		**Model:**	28HX15WX24D SUPPORT PED PLINTH MTL FRONT BBF	$973.00	63.70%	$353.20	$706.40
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Evidence 177				
		BASE:	Recessed Plinth				
		PULL:	Radius				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				
		PAINTFRONT:	P1 Paint Opts				
		PAINTFRONT_Selection:	Fossil				
		LOCK:	Lock: Lock				

				List Price	Discount	Net Price	Total
Line:	187	**Item:**	HWR2472P.LFW1.FW.P				
Cust Line:		**Model:**	SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 24D X 72W	$649.00	67.90%	$208.33	$416.66
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Evidence 177				
		LAMINATE:	Grd L1 Standard Laminates				
		LAMINATE_Selection:	Florence Walnut				
		EDGE:	EDGE: Florence Walnut				
		GROMMET:	Grommet: Black				

				List Price	Discount	Net Price	Total
Line:	188	**Item:**	HWSB2.P28				
Cust Line:		**Model:**	WORKSURFACE BRACKET KIT	$59.00	67.90%	$18.94	$75.76
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Evidence 177				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

				List Price	Discount	Net Price	Total
Line:	189	**Item:**	H895.L.P28				
Cust Line:		**Model:**	BRIGADE 800 SERIES LAT FILE 5 DRAWER	$3,198.00	66.00%	$1,087.32	$3,261.96
Quantity:	3	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Records 187				
		LOCK:	Standard Random Key Lock				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

				List Price	Discount	Net Price	Total
Line:	190	**Item:**	HCTROUGH17				

Cust Line:		**Model:**	CABLE MNGMT TROUGH 17W SINGLE	$89.00	67.90%	$28.57	$114.28
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Records 187				

Line:	191	**Item:**	HCTROUGH36	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	CABLE MNGMT TROUGH 36W SINGLE	$148.00	67.90%	$47.51	$190.04
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Records 187				

Line:	192	**Item:**	HEC65PTN.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	65H T CONNECTOR POST	$174.00	67.90%	$55.85	$111.70
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Records 187				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	193	**Item:**	HEC65PXN.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	65H X CONNECTOR POST	$167.00	67.90%	$53.61	$53.61
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Records 187				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	194	**Item:**	HECSS	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	EXTENDED STRAIGHT CONNECTOR STRAP S	$28.00	67.89%	$8.99	$8.99
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Records 187				

Line:	195	**Item:**	HECST	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	T CONNECTOR STRAP	$28.00	67.89%	$8.99	$17.98
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Records 187				

Line:	196	**Item:**	HECVH15P.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	VARIABLE HEIGHT CONNECTOR KIT 15H	$73.00	67.90%	$23.43	$46.86
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Records 187				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	197	**Item:**	HEFEC50P.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	PANEL FINISHED END COVERS 50H	$74.00	67.91%	$23.75	$47.50
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Records 187				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	198	**Item:**	HEFEC65P.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	PANEL FINISHED END COVERS 65H	$82.00	67.90%	$26.32	$105.28

Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks
Bid:	468622	**Tags:**	Records 187
		PAINT:	P1 Paint Opts
		PAINT_Selection:	Fossil

Line:	199	**Item:**	HETC24.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	PANEL TOP CAP 24W	$48.00	67.90%	$15.41	$92.46
Quantity:	6	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Records 187				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	200	**Item:**	HETC48.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	PANEL TOP CAP 48W	$85.00	67.89%	$27.29	$272.90
Quantity:	10	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Records 187				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	201	**Item:**	HETP5024DP.ECH08.P28.Q	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	TACKABLE TOP TIER GLASS PANEL W/O TC 50H X 24W	$673.00	67.90%	$216.03	$432.06
Quantity:	2	**Est Weeks to Ship:**	5-6 Weeks				
Bid:	468622	**Tags:**	Records 187				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	FABRIC: Etch--Fab: Outline				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				
		GLASS:	Glass: Clear				

Line:	202	**Item:**	HETP5048DP.ECH08.P28.Q	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	TACKABLE TOP TIER GLASS PANEL W/O TC 50H X 48W	$801.00	67.90%	$257.12	$514.24
Quantity:	2	**Est Weeks to Ship:**	5-6 Weeks				
Bid:	468622	**Tags:**	Records 187				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	FABRIC: Etch--Fab: Outline				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				
		GLASS:	Glass: Clear				

Line:	203	**Item:**	HETP6524FP.ECH08.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	TACKABLE PANEL W/O TC 65H X 24W	$455.00	67.90%	$146.06	$584.24
Quantity:	4	**Est Weeks to Ship:**	5-6 Weeks				
Bid:	468622	**Tags:**	Records 187				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	FABRIC: Etch--Fab: Outline				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	PAINT: Fossil				

Line:	204	Item:	HETP6548FP.ECH08.P28	List Price	Discount	Net Price	Total
Cust Line:		Model:	TACKABLE PANEL W/O TC 65H X 48W	$584.00	67.90%	$187.46	$1,499.68
Quantity:	8	Est Weeks to Ship:	5-6 Weeks				
Bid:	468622	Tags:	Records 187				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	FABRIC: Etch--Fab: Outline				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	PAINT: Fossil				

Line:	205	Item:	HH871148	List Price	Discount	Net Price	Total
Cust Line:		Model:	ELECTRICAL PASS-THRU CABLE 48W 3-1 & 2-2 SYSTEMS	$169.00	67.90%	$54.25	$108.50
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	468622	Tags:	Records 187				

Line:	206	Item:	HH871224	List Price	Discount	Net Price	Total
Cust Line:		Model:	ELECTRICAL POWER HARNESS 24W 3-1 & 2-2 SYSTEMS	$253.00	67.90%	$81.21	$81.21
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	468622	Tags:	Records 187				

Line:	207	Item:	HH871248	List Price	Discount	Net Price	Total
Cust Line:		Model:	ELECTRICAL POWER HARNESS 48W 3-1 & 2-2 SYSTEMS	$267.00	67.90%	$85.71	$171.42
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	468622	Tags:	Records 187				

Line:	208	Item:	HH871501.LOFT	List Price	Discount	Net Price	Total
Cust Line:		Model:	DUPLEX RECEPTACLE CIRCUIT 1 3-1 & 2-2 SYSTEMS	$54.00	67.91%	$17.33	$69.32
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	468622	Tags:	Records 187				
		PAINT:	PAINT: Loft				

Line:	209	Item:	HH871502.LOFT	List Price	Discount	Net Price	Total
Cust Line:		Model:	DUPLEX RECEPTACLE CIRCUIT 2 3-1 & 2-2 SYSTEMS	$54.00	67.91%	$17.33	$69.32
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	468622	Tags:	Records 187				
		PAINT:	PAINT: Loft				

Line:	210	Item:	HH871504.LOFT	List Price	Discount	Net Price	Total
Cust Line:		Model:	DUPLEX RECEPTACLE CIRCUIT 4 3-1 & 2-2 SYSTEMS	$54.00	67.91%	$17.33	$69.32
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	468622	Tags:	Records 187				
		PAINT:	PAINT: Loft				

Line:	211	**Item:**	HH879072	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	BASE IN-FEED CABLE BASE 3-1 & 2-2 SYSTEMS	$283.00	67.90%	$90.84	$90.84
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Records 187				

Line:	212	**Item:**	HHALRETL.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	RECTANGE LEG T FOOT HAT TO PANEL (LH)	$173.00	58.50%	$71.80	$143.60
Quantity:	2	**Est Weeks to Ship:**	4-5 Weeks				
Bid:	468622	**Tags:**	Records 187				
		PAINT:	Grade 1				
		PAINT_Selection:	Fossil				

Line:	213	**Item:**	HHALRETR.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	RECTANGE LEG T FOOT HAT TO PANEL (RH)	$173.00	58.50%	$71.80	$143.60
Quantity:	2	**Est Weeks to Ship:**	4-5 Weeks				
Bid:	468622	**Tags:**	Records 187				
		PAINT:	Grade 1				
		PAINT_Selection:	Fossil				

Line:	214	**Item:**	HHATB3S2LT.P71.X.UD	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	3 STAGE 2 LEG RECTANGLE T FOOT	$1,116.00	67.90%	$358.24	$1,432.96
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Records 187				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Black				
		GLIDE:	Standard Glide				
		KEYPAD:	Basic Up/Down				

Line:	215	**Item:**	HHATW2846CT.LFW1.FW.G1P	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	46W X 28D RECT WORKSURFACE C/T BASE	$513.00	67.90%	$164.67	$494.01
Quantity:	3	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Records 187				
		LAMINATE:	Gr L1 Standard Laminates				
		LAMINATE_Selection:	Florence Walnut				
		EDGE:	Florence Walnut				
		GROMMET:	1 Grommet - Centered--Grommet: Black				

Line:	216	**Item:**	HHATW2846CT.LFW1.FW.G1P	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	46W X 28D RECT WORKSURFACE C/T BASE	$513.00	67.90%	$164.67	$164.67
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Records 187				
		LAMINATE:	Gr L1 Standard Laminates				
		LAMINATE_Selection:	Florence Walnut				
		EDGE:	Florence Walnut				
		GROMMET:	1 Grommet - Centered--Grommet: Black				

Line:	217	**Item:**	HLED17A	**List Price**	**Discount**	**Net Price**	**Total**

Cust Line:		**Model:**	17IN LED LIGHT W/PWRSUPPLYFORDAISYCHAIN(STARTER)	$565.00	67.90%	$181.37	$1,450.96
Quantity:	8	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Records 187				

Line:	218	**Item:**	HRVCLG24.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	ABOUND 29H X 24D ABOUND UNIVERSAL SUPPORT LEG	$244.00	67.90%	$78.32	$156.64
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Records 187				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	219	**Item:**	HRVCLG24.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	ABOUND 29H X 24D ABOUND UNIVERSAL SUPPORT LEG	$244.00	67.90%	$78.32	$156.64
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Records 187				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	220	**Item:**	HRVOH48FM.P28.L	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	ABOUND OVERHEAD-METAL FLIPPER DOOR 48IN	$799.00	67.90%	$256.48	$2,051.84
Quantity:	8	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Records 187				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				
		LOCK:	Lock: Lock				

Line:	221	**Item:**	HSCKTPS.X	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	STRAIGHT CONNECTOR KIT	$26.00	67.88%	$8.35	$66.80
Quantity:	8	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Records 187				
		PAINT:	No Option				

Line:	222	**Item:**	HSPSP281524BBFM.BX.R.P28.P28.L	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	28HX15WX24D SUPPORT PED PLINTH MTL FRONT BBF	$973.00	63.70%	$353.20	$1,412.80
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Records 187				
		BASE:	Recessed Plinth				
		PULL:	Radius				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				
		PAINTFRONT:	P1 Paint Opts				
		PAINTFRONT_Selection:	Fossil				
		LOCK:	Lock: Lock				

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Grapevine, TX. 76051

Line:	223	**Item:**	HWR2448P.LFW1.FW.P	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 24D X 48W	$497.00	67.90%	$159.54	$1,276.32
Quantity:	8	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Records 187				
		LAMINATE:	Grd L1 Standard Laminates				
		LAMINATE_Selection:	Florence Walnut				
		EDGE:	EDGE: Florence Walnut				
		GROMMET:	Grommet: Black				

Line:	224	**Item:**	HWSB2.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	WORKSURFACE BRACKET KIT	$59.00	67.90%	$18.94	$132.58
Quantity:	7	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Records 187				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	225	**Item:**	HWSB2.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	WORKSURFACE BRACKET KIT	$59.00	67.90%	$18.94	$37.88
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Records 187				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	226	**Item:**	H1522.LFW1	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	WOOD CENTER DRAWER 22W X 15-3/8D	$241.00	67.90%	$77.36	$309.44
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Records 187				
		LAMINATE:	Grd L1 Standard Laminates				
		LAMINATE_Selection:	Florence Walnut				

Line:	227	**Item:**	HCPU1	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	360 SWIVEL CPU HOLDER WITH ADJUSTABLE STRAPS	$298.00	67.90%	$95.66	$382.64
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Records 187				

Line:	228	**Item:**	HEC65PLN.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	65H L CONNECTOR POST	$180.00	67.90%	$57.78	$231.12
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	229	**Item:**	HEC65PTN.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	65H T CONNECTOR POST	$174.00	67.90%	$55.85	$111.70
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				

PAINT:	P1 Paint Opts
PAINT_Selection:	Fossil

				List Price	Discount	Net Price	Total
Line:	230	**Item:**	HEC65PXN.P28				
Cust Line:		**Model:**	65H X CONNECTOR POST	$167.00	67.90%	$53.61	$53.61
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

				List Price	Discount	Net Price	Total
Line:	231	**Item:**	HECSL				
Cust Line:		**Model:**	L CONNECTOR STRAP	$20.00	67.90%	$6.42	$25.68
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				

				List Price	Discount	Net Price	Total
Line:	232	**Item:**	HECST				
Cust Line:		**Model:**	T CONNECTOR STRAP	$28.00	67.89%	$8.99	$17.98
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				

				List Price	Discount	Net Price	Total
Line:	233	**Item:**	HECSX				
Cust Line:		**Model:**	X CONNECTOR STRAP	$33.00	67.91%	$10.59	$10.59
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				

				List Price	Discount	Net Price	Total
Line:	234	**Item:**	HEFEC65P.P28				
Cust Line:		**Model:**	PANEL FINISHED END COVERS 65H	$82.00	67.90%	$26.32	$157.92
Quantity:	6	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

				List Price	Discount	Net Price	Total
Line:	235	**Item:**	HES1524G.P28.Q				
Cust Line:		**Model:**	GLASS STACKER 15H X 24W	$521.00	67.90%	$167.24	$334.48
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	PAINT: Fossil				
		GLASS:	Glass: Clear				

				List Price	Discount	Net Price	Total
Line:	236	**Item:**	HES1548G.P28.Q				
Cust Line:		**Model:**	GLASS STACKER 15H X 48W	$723.00	67.90%	$232.08	$928.32
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	PAINT: Fossil				
		GLASS:	Glass: Clear				

				List Price	Discount	Net Price	Total
Line:	237	**Item:**	HETC24.P28				

Cust Line:		**Model:**	PANEL TOP CAP 24W	$48.00	67.90%	$15.41	$92.46
Quantity:	6	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	238	**Item:**	HETC48.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	PANEL TOP CAP 48W	$85.00	67.89%	$27.29	$109.16
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	239	**Item:**	HETC72.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	PANEL TOP CAP 72W	$128.00	67.90%	$41.09	$164.36
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	240	**Item:**	HETP5024FP.ECH08.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	TACKABLE PANEL W/O TC 50H X 24W	$429.00	67.90%	$137.71	$275.42
Quantity:	2	**Est Weeks to Ship:**	5-6 Weeks				
Bid:	468622	**Tags:**	SID 206				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	FABRIC: Etch--Fab: Outline				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	241	**Item:**	HETP5048FP.ECH08.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	TACKABLE PANEL W/O TC 50H X 48W	$541.00	67.90%	$173.66	$694.64
Quantity:	4	**Est Weeks to Ship:**	5-6 Weeks				
Bid:	468622	**Tags:**	SID 206				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	FABRIC: Etch--Fab: Outline				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	242	**Item:**	HETP6524FP.ECH08.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	TACKABLE PANEL W/O TC 65H X 24W	$455.00	67.90%	$146.06	$584.24
Quantity:	4	**Est Weeks to Ship:**	5-6 Weeks				
Bid:	468622	**Tags:**	SID 206				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	FABRIC: Etch--Fab: Outline				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	PAINT: Fossil				

Line:	243	**Item:**	HETP6572FP.ECH08.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	TACKABLE PANEL W/O TC 65H X 72W	$838.00	67.90%	$269.00	$1,076.00

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Grapevine, TX. 76051

Quantity:	4	**Est Weeks to Ship:**	5-6 Weeks
Bid:	468622	**Tags:**	SID 206
		FABRIC:	Gr A Fabric
		FABRIC_Selection:	FABRIC: Etch--Fab: Outline
		PAINT:	P1 Paint Opts
		PAINT_Selection:	PAINT: Fossil

Line:	244	**Item:**	HH871124	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	ELECTRICAL PASS-THRU CABLE 25-1/2W 3-1 & 2-2 SYSTEMS	$160.00	67.90%	$51.36	$102.72
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				

Line:	245	**Item:**	HH871248	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	ELECTRICAL POWER HARNESS 48W 3-1 & 2-2 SYSTEMS	$267.00	67.90%	$85.71	$171.42
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				

Line:	246	**Item:**	HH871272	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	ELECTRICAL POWER HARNESS PANELS - W/DUPLEX CAPACITY	$267.00	67.90%	$85.71	$85.71
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				

Line:	247	**Item:**	HH871501.LOFT	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	DUPLEX RECEPTACLE CIRCUIT 1 3-1 & 2-2 SYSTEMS	$54.00	67.91%	$17.33	$34.66
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				
		PAINT:	PAINT: Loft				

Line:	248	**Item:**	HH871502.LOFT	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	DUPLEX RECEPTACLE CIRCUIT 2 3-1 & 2-2 SYSTEMS	$54.00	67.91%	$17.33	$69.32
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				
		PAINT:	PAINT: Loft				

Line:	249	**Item:**	HH871503.LOFT	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	DUPLEX RECEPTACLE CIRCUIT 3 3-1 SYSTEM ONLY	$54.00	67.91%	$17.33	$34.66
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				
		PAINT:	PAINT: Loft				

Line:	250	**Item:**	HH871504.LOFT	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	DUPLEX RECEPTACLE CIRCUIT 4 3-1 & 2-2 SYSTEMS	$54.00	67.91%	$17.33	$69.32

Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks
Bid:	468622	**Tags:**	SID 206
		PAINT:	PAINT: Loft

Line:	251	**Item:**	HH879072	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	BASE IN-FEED CABLE BASE SYSTEMS 3-1 & 2-2	$283.00	67.90%	$90.84	$90.84
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				

Line:	252	**Item:**	HHATB3S2LT.P71.X.UD	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	3 STAGE 2 LEG RECTANGLE T FOOT	$1,116.00	67.90%	$358.24	$1,432.96
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Black				
		GLIDE:	Standard Glide				
		KEYPAD:	Basic Up/Down				

Line:	253	**Item:**	HHATW2246CT.LFW1.FW.G1P	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	46W X 22D RECT WORKSURFACE C/T BASE	$475.00	67.90%	$152.48	$609.92
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				
		LAMINATE:	Gr L1 Standard Laminates				
		LAMINATE_Selection:	LAM: Florence Walnut				
		EDGE:	Florence Walnut				
		GROMMET:	1 Grommet - Centered--Grommet: Black				

Line:	254	**Item:**	HLSLZ5SC72.P	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	60W EXTERNAL STIFFENER	$145.00	59.60%	$58.58	$234.32
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				
		PAINT:	Color: Black				

Line:	255	**Item:**	HPSEAT24ND.UR10	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	CONTAIN 15X24 PEDESTAL CUSHION	$255.00	67.90%	$81.86	$327.44
Quantity:	4	**Est Weeks to Ship:**	4-5 Weeks				
Bid:	468622	**Tags:**	SID 206				
		FABRIC:	Gr 1 Uph				
		FABRIC_Selection:	Contourett--COLOR: Black				

Line:	256	**Item:**	HRVOH72FM.P28.L	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	ABOUND OVERHEAD-METAL FLIPPER DOOR 72IN	$1,204.00	67.90%	$386.48	$1,545.92
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				
		LOCK:	Lock: Lock				

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Line:	257	**Item:**	HSCKTPS.X	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	STRAIGHT CONNECTOR KIT	$26.00	67.88%	$8.35	$16.70
Quantity:	2	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				
		PAINT:	No Option				

Line:	258	**Item:**	HSPM211524BFM.R.P28.P28.L	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	21HX15WX24D MOB PED MTL FRONT BF	$796.00	63.70%	$288.95	$1,155.80
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				
		PULL:	Radius				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				
		PAINTFRONT:	P1 Paint Opts				
		PAINTFRONT_Selection:	Fossil				
		LOCK:	Lock: Lock				

Line:	259	**Item:**	HSWP651224LL.BX.APR0.P28.LFW1.L	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	CONTAIN 65HX12WX24D WARDROBE TOWER PLINTH LAMINATE FRONT	$1,644.00	63.70%	$596.77	$1,193.54
Quantity:	2	**Est Weeks to Ship:**	4-5 Weeks				
Bid:	468622	**Tags:**	SID 206				
		BASE:	Recessed Plinth				
		PULL:	Arch--Anodized Silver				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				
		LAMINATE:	Grd L1 Standard Laminates				
		LAMINATE_Selection:	Florence Walnut				
		LOCK:	Standard Random Key Lock				

Line:	260	**Item:**	HSWP651224RL.BX.APR0.P28.LFW1.L	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	CONTAIN 65HX12WX24D WARDROBE TOWER PLINTH LAMINATE FRONT	$1,644.00	63.70%	$596.77	$1,193.54
Quantity:	2	**Est Weeks to Ship:**	4-5 Weeks				
Bid:	468622	**Tags:**	SID 206				
		BASE:	Recessed Plinth				
		PULL:	Arch--Anodized Silver				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				
		LAMINATE:	Grd L1 Standard Laminates				
		LAMINATE_Selection:	Florence Walnut				
		LOCK:	Standard Random Key Lock				

Line:	261	**Item:**	HWR2472P.LFW1.FW.P	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 24D X 72W	$649.00	67.90%	$208.33	$833.32
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				

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LAMINATE: Grd L1 Standard Laminates
LAMINATE_Selection: Florence Walnut
EDGE: EDGE: Florence Walnut
GROMMET: Grommet: Black

Line:	262	**Item:**	HWSB2.P28	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	WORKSURFACE BRACKET KIT	$59.00	67.90%	$18.94	$151.52
Quantity:	8	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	263	**Item:**	H1522.LFW1	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	WOOD CENTER DRAWER 22W X 15-3/8D	$241.00	67.90%	$77.36	$309.44
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				
		LAMINATE:	Grd L1 Standard Laminates				
		LAMINATE_Selection:	Florence Walnut				

Line:	264	**Item:**	HCPU1	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	360 SWIVEL CPU HOLDER WITH ADJUSTABLE STRAPS	$298.00	67.90%	$95.66	$382.64
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				

Line:	265	**Item:**	HLED31A	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	31IN LED LIGHT W/PWRSUPPLYFORDAISYCHAIN(STARTER)	$758.00	67.90%	$243.32	$973.28
Quantity:	4	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	SID 206				

Line:	266	**Item:**	HMS2.N.LO.SMHMMLD01.CBK	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	MOTIVATE HIGH DENSITY STACKER-UPH SEAT SET/4	$1,367.00	63.00%	$505.79	$2,528.95
Quantity:	5	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Training 217				
		ARM:	Arm: No Arm				
		SHELL:	Loft				
		FABRIC:	Grade: II Uph				
		FABRIC_Selection:	Fabric: Meld--COLOR: Vast				
		FRAME:	Charblack				

Line:	267	**Item:**	HMSCART	**List Price**	**Discount**	**Net Price**	**Total**
Cust Line:		**Model:**	MOTIVATE CART FOR STACKING CHAIRS	$602.00	63.00%	$222.74	$222.74
Quantity:	1	**Est Weeks to Ship:**	3-4 Weeks				
Bid:	468622	**Tags:**	Training 217				

Mfg List: **$579,158.00** **Mfg Net:** **$197,057.25**

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Grapevine, TX. 76051

Please refer to your Dealer Terms and Conditions.

Cindy Crumpton
Business Essentials
cindyc@beofficesupply.com

QUOTATION

Quote Number: JG22-3280.10

Date: 8/5/2022

Valid Until: 10/5/2022

Contract Number: R191806 - OMNIA

Discount: 52%

Lead Time:

Lead Times are Subject to Change

JG22-3280.10 - SHERMAN POLICE HQ

Prepared By: Donna Haase/AN
Specification Services Coordinator

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
ASST CHIEF - 125, 132, 137							
1	**VST3672LDF**	**ASST CHIEF - 125, 132, 137**	**2**	**$1,898.00**	**$3,796.00**	**$911.04**	**$1,822.08**

Vision 36 x 72 Single Ped Desk, Left w/Recessed Modesty

Worksurface Material	TFL Worksurface
Vision Laminate Worksurface Color	Florence Walnut Worksurface Color
Vision Edge	Eased Edge
Vision Chassis Laminate Color	Florence Walnut (Chassis Color)
Vision Drawer Laminate Color	Florence Walnut (Drawer Color)
Pulls-Hardware Finish_PH1	Bar Pull
Hardware Finish	Polished Nickel Hardware Color Scheme
Pedestal Configuration	Box/Box/File (Standard)
Top Grommet Left Location_TA	No Grommet in Left Location (A)
Top Grommet Center Location_TB	No Grommet in Center Location (B)
Top Grommet Right Location_TC	Yes Right Grommet Location (C)
Grommet Color	Matte Black
Additional Grommets (Custom Locations)	No Additional Grommet Selection

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
	Chassis Grommets	No Chassis Grommets					
	Locking	Yes Locking					
	Lock Finish	Stardust Silver					
2	**VST3072LDF**	**ASST CHIEF - 125, 132, 137**	**1**	**$1,870.00**	**$1,870.00**	**$897.60**	**$897.60**
	Vision 30 x 72 Single Ped Desk, Left w/Recessed Modesty						
	Worksurface Material	TFL Worksurface					
	Vision Laminate Worksurface Color	Florence Walnut Worksurface Color					
	Vision Edge	Eased Edge					
	Vision Chassis Laminate Color	Florence Walnut (Chassis Color)					
	Vision Drawer Laminate Color	Florence Walnut (Drawer Color)					
	Pulls-Hardware Finish_PH1	Bar Pull					
	Hardware Finish	Polished Nickel Hardware Color Scheme					
	Pedestal Configuration	Box/Box/File (Standard)					
	Top Grommet Left Location_TA	No Grommet in Left Location (A)					
	Top Grommet Center Location_TB	No Grommet in Center Location (B)					
	Top Grommet Right Location_TC	Yes Right Grommet Location (C)					
	Grommet Color	Matte Black					
	Additional Grommets (Custom Locations)	No Additional Grommet Selection					
	Chassis Grommets	No Chassis Grommets					
	Locking	Yes Locking					
	Lock Finish	Stardust Silver					
3	**VST1825CD**	**ASST CHIEF - 125, 132, 137**	**3**	**$377.00**	**$1,131.00**	**$180.96**	**$542.88**
	Vision 18d x 27w x 2 1/2h Center Drawer						
	Vision Laminate Color	Florence Walnut					
4	**VST2446AHB-S**	**ASST CHIEF - 125, 132, 137**	**3**	**$1,275.00**	**$3,825.00**	**$612.00**	**$1,836.00**
	Vision Laminate Adj Hgt Bridge/Table - Std Range - 24d x 46w x Adj h						

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
	Worksurface Material	TFL Worksurface					
	Vision Laminate Worksurface Color	Florence Walnut					
	Vision Edge	Eased Edge					
	Base Finish	Black Sandtex Base Finish					
	Top Grommet Left Location_TA	No Grommet in Left Location (A)					
	Top Grommet Center Location_TB	Yes Center Grommet Location (B)					
	Grommet Color	Matte Black					
	Top Grommet Right Location_TC	No Grommet in Right Location (C)					
	Additional Grommets (Custom Locations)	No Additional Grommet Selection					
5	**VST2472RC**	**ASST CHIEF - 125, 132, 137**	**3**	**$1,850.00**	**$5,550.00**	**$888.00**	**$2,664.00**
	Vision 24 x 72 File/File Pedestal Credenza, Right						
	Worksurface Material	TFL Worksurface					
	Vision Laminate Worksurface Color	Florence Walnut Worksurface Color					
	Vision Edge	Eased Edge					
	Vision Chassis Laminate Color	Florence Walnut (Chassis Color)					
	Vision Drawer Laminate Color	Florence Walnut (Drawer Color)					
	Pulls-Hardware Finish_PH1	Bar Pull					
	Hardware Finish	Polished Nickel Hardware Color Scheme					
	Modesty Panel	Full Modesty Panel (standard)					
	Pedestal Configuration	Box/Box/File					
	Top Grommet Left Location_TA	Yes Left Grommet Location (A)					
	Grommet Color	Matte Black					
	Top Grommet Center Location_TB	No Grommet in Center Location (B)					
	Top Grommet Right Location_TC	No Grommet in Right Location (C)					
	Additional Grommets (Custom Locations)	No Additional Grommet Selection					
	Chassis Grommets	No Chassis Grommets					
	Locking	Yes Locking					
	Lock Finish	Stardust Silver					
6	**VST2436-84W**	**ASST CHIEF - 125, 132, 137**	**3**	**$2,980.00**	**$8,940.00**	**$1,430.40**	**$4,291.20**
	Vision 24d x 36w x 84h Wardrobe						

Line #		Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
		Vision Chassis Laminate Color	Florence Walnut (Chassis Color)					
		Vision Door Laminate Color	Florence Walnut (Drawer/Door Color)					
		Pulls-Hardware Finish_PH1	Bar Pull					
		Hardware Finish	Polished Nickel Hardware Color Scheme					
		Locking	Yes Locking					
		Lock Finish	Stardust Silver					
7		**VST1672DGSO**	**ASST CHIEF - 125, 132, 137**	**3**	**$3,619.00**	**$10,857.00**	**$1,737.12**	**$5,211.36**
		Vision 72w Dbl Ht Storage Overhead Cabinet w/Four Glass Doors						
		Vision Chassis Laminate Color	Florence Walnut (Chassis Color)					
		Glass Door Option/Color	White Back Painted w/Aluminum Frame					
8		**VSB7223TK**	**ASST CHIEF - 125, 132, 137**	**3**	**$441.00**	**$1,323.00**	**$211.68**	**$635.04**
		Vision Tackboard for Front of Storage Overhead Cabinet, 70 1/8w x 23h						
		Fabric Selection	Grade B					
		Grade B Fabric Manufacturer Selection	Momentum Fabric					
		Momentum Grade B Fabrics	Graph					
		Graph Colors	Alpine					
9		**NAT4848-30RDXB**	**ASST CHIEF - 125, 132, 137**	**3**	**$2,535.00**	**$7,605.00**	**$1,216.80**	**$3,650.40**
		Native Round Table with X Base- 48d x 48w x 29 3/8h						
		Edge and Top Material	Eased Edge					
		Top Color	Weathered Ash					
		Metal Finish Option- 1310	Matte Black					
		Cut Outs for X Base	None					
10		**KN3001WUF**	**ASST CHIEF - 125, 132, 137**	**12**	**$1,022.00**	**$12,264.00**	**$490.56**	**$5,886.72**
		Knox Flared Arm Stack Chair - Wood Back/Uph. Seat						

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
	Seat Fabric Grade Selection	Grade D (Seat Fabric)					
	Grade D Fabric Manufacturer Selection	Momentum Fabric					
	Momentum Grade D Fabrics	Otto					
	Otto Colors	Flint					
	Wood Species (WF1)	Maple Wood Species					
	Maple Wood Species	Weathered Ash Coordinate					
	Handle Cut Out (HC1)	No Handle Cut Out					
	Arm (AR5)	Nylon					
	Nylon Color	Matte Black					
	Wood Cap	No Wood Cap					
	Metal Frame Color (MF1)	Matte Black					
11	**KN3001WUF**	**ASST CHIEF - 125, 132, 137**	**6**	**$1,022.00**	**$6,132.00**	**$490.56**	**$2,943.36**
	Knox Flared Arm Stack Chair - Wood Back/Uph. Seat						
	Seat Fabric Grade Selection	Grade D (Seat Fabric)					
	Grade D Fabric Manufacturer Selection	Momentum Fabric					
	Momentum Grade D Fabrics	Otto					
	Otto Colors	Flint					
	Wood Species (WF1)	Maple Wood Species					
	Maple Wood Species	Florence Walnut Coordinate					
	Handle Cut Out (HC1)	No Handle Cut Out					
	Arm (AR5)	Nylon					
	Nylon Color	Matte Black					
	Wood Cap	No Wood Cap					
	Metal Frame Color (MF1)	Matte Black					
		Subtotal:			**$63,293.00**		**$30,380.64**
CHIEF 116							
12	**VST3684RDF**	**CHIEF 116**	**1**	**$2,632.00**	**$2,632.00**	**$1,263.36**	**$1,263.36**
	Vision 36 x 84 Single Ped Desk, Right w/Recessed Modesty						

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
	Worksurface Material	TFL Worksurface					
	Vision Laminate Worksurface Color	Florence Walnut Worksurface Color					
	Vision Edge	Eased Edge					
	Vision Chassis Laminate Color	Florence Walnut (Chassis Color)					
	Vision Drawer Laminate Color	Florence Walnut (Drawer Color)					
	Pulls-Hardware Finish_PH1	Bar Pull					
	Hardware Finish	Polished Nickel Hardware Color Scheme					
	Pedestal Configuration	Box/Box/File (Standard)					
	Top Grommet Left Location_TA	Yes Left Grommet Location (A)					
	Grommet Color	Matte Black					
	Top Grommet Center Location_TB	No Grommet in Center Location (B)					
	Top Grommet Right Location_TC	No Grommet in Right Location (C)					
	Additional Grommets (Custom Locations)	No Additional Grommet Selection					
	Chassis Grommets	No Chassis Grommets					
	Locking	Yes Locking					
	Lock Finish	Stardust Silver					
13	**VST1825CD**	**CHIEF 116**	**1**	**$377.00**	**$377.00**	**$180.96**	**$180.96**
	Vision 18d x 27w x 2 1/2h Center Drawer						
	Vision Laminate Color	Florence Walnut					
14	**VST2484LC**	**CHIEF 116**	**1**	**$1,982.00**	**$1,982.00**	**$951.36**	**$951.36**
	Vision 24 x 84 File/File Pedestal Credenza, Left						
	Worksurface Material	TFL Worksurface					
	Vision Laminate Worksurface Color	Florence Walnut Worksurface Color					
	Vision Edge	Eased Edge					
	Vision Chassis Laminate Color	Florence Walnut (Chassis Color)					
	Vision Drawer Laminate Color	Florence Walnut (Drawer Color)					
	Pulls-Hardware Finish_PH1	Bar Pull					
	Hardware Finish	Polished Nickel Hardware Color Scheme					
	Modesty Panel	Full Modesty Panel (standard)					
	Pedestal Configuration	Box/Box/File					

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
	Top Grommet Left Location_TA	No Grommet in Left Location (A)					
	Top Grommet Center Location_TB	No Grommet in Center Location (B)					
	Top Grommet Right Location_TC	Yes Right Grommet Location (C)					
	Grommet Color	Matte Black					
	Additional Grommets (Custom Locations)	No Additional Grommet Selection					
	Chassis Grommets	No Chassis Grommets					
	Locking	Yes Locking					
	Lock Finish	Stardust Silver					
15	**VST2458AHB-S**	**CHIEF 116**	**1**	**$1,334.00**	**$1,334.00**	**$640.32**	**$640.32**
	Vision Laminate Adj Hgt Bridge/Table - Std Range - 24d x 58w x Adj h						
	Worksurface Material	TFL Worksurface					
	Vision Laminate Worksurface Color	Florence Walnut					
	Vision Edge	Eased Edge					
	Base Finish	Black Sandtex Base Finish					
	Top Grommet Left Location_TA	No Grommet in Left Location (A)					
	Top Grommet Center Location_TB	Yes Center Grommet Location (B)					
	Grommet Color	Matte Black					
	Top Grommet Right Location_TC	No Grommet in Right Location (C)					
	Additional Grommets (Custom Locations)	No Additional Grommet Selection					
16	**VST1684DSO**	**CHIEF 116**	**1**	**$2,455.00**	**$2,455.00**	**$1,178.40**	**$1,178.40**
	Vision 84w Dbl Ht Storage Overhead Cabinet w/Four Doors						
	Vision Chassis Laminate Color	Florence Walnut (Chassis Color)					
	Vision Door Laminate Color	Florence Walnut (Drawer/Door Color)					
	Markerboard	No Markerboard					
	Locking	Yes Locking					
	Lock Finish	Stardust Silver					

Line #		Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
17		**VSB8423TK**	**CHIEF 116**	**1**	**$493.00**	**$493.00**	**$236.64**	**$236.64**

Vision Tackboard for Front of Storage Overhead Cabinet, 82 1/8w x 23h

Fabric Selection	Grade B
Grade B Fabric Manufacturer Selection	Momentum Fabric
Momentum Grade B Fabrics	Graph
Graph Colors	Alpine

18		**AW6011**	**CHIEF 116**	**2**	**$2,749.00**	**$5,498.00**	**$1,319.52**	**$2,639.04**

Arwyn Single Seat Lounge - Cushion Back - 29 1/2d x 34w x 29 1/4h

Frame Fabric Grade Selection	Grade D (Frame)
Grade D Fabric Manufacturer Selection	Momentum Fabric
Momentum Grade D Fabrics	Hobnob
Hobnob Colors	Ash
Back Cushion Grade	Grade D (Back)
Grade D Fabric Manufacturer Selection	Momentum Fabric
Momentum Grade D Fabrics	Faux Felt
Faux Felt Colors	Flannel
Seat Cushion Grade Selection	Grade D (Seat Cushion)
Grade D Fabric Manufacturer Selection	Momentum Fabric
Momentum Grade D Fabrics	Faux Felt
Faux Felt Colors	Flannel
Highest Fabric Grade Selected	Grade D (Highest Grade Selected)
Back Cushion Detailing	Plain Back Cushion
Foot	Metal Foot
Metal Foot Finish	Matte Black
Arm Cap	No Arm Cap
Seating Power	No Seating Power

1/4h

19		**AWV0022-21RDML**	**CHIEF 116**	**1**	**$1,575.00**	**$1,575.00**	**$756.00**	**$756.00**

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
	Table Surface Material And Finish	Laminate Surface					
	Laminate Color	Weathered Ash					
	Metal Foot Finish	Matte Black					
20	**KN3001WUF**	**CHIEF 116**	**2**	**$1,022.00**	**$2,044.00**	**$490.56**	**$981.12**
	Knox Flared Arm Stack Chair - Wood Back/Uph. Seat						
	Seat Fabric Grade Selection	Grade D (Seat Fabric)					
	Grade D Fabric Manufacturer Selection	Momentum Fabric					
	Momentum Grade D Fabrics	Otto					
	Otto Colors	Flint					
	Wood Species (WF1)	Maple Wood Species					
	Maple Wood Species	Florence Walnut Coordinate					
	Handle Cut Out (HC1)	No Handle Cut Out					
	Arm (AR5)	Nylon					
	Nylon Color	Matte Black					
	Wood Cap	No Wood Cap					
	Metal Frame Color (MF1)	Matte Black					
21	**VST2472BSC**	**CHIEF 116**	**1**	**$2,944.00**	**$2,944.00**	**$1,413.12**	**$1,413.12**
	Vision 24d x 72w Buffet Credenza						
	Worksurface Material	TFL Worksurface					
	Vision Laminate Worksurface Color	Weathered Ash Worksurface Color					
	Vision Edge	Eased Edge					
	Vision Chassis Laminate Color	Weathered Ash (Chassis Color)					
	Vision Drawer/Door Laminate Color	Weathered Ash (Drawer/Door Color)					
	Pulls-Hardware Finish_PH1	Bar Pull					
	Hardware Finish	Polished Nickel Hardware Color Scheme					
	Top Grommet Left Location_TA	Yes Left Grommet Location (A)					
	Grommet Color	Matte Black					
	Top Grommet Right Location_TC	Yes Right Grommet Location (C)					
	Grommet Color	Matte Black					
	Additional Grommets (Custom Locations)	No Additional Grommet Selection					

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
	Chassis Grommets	No Chassis Grommets					
			Subtotal:		**$21,334.00**		**$10,240.32**
CHIEF 117							
22	**ZVST3672SHDF**	**CHIEF 117**	**1**	**$5,898.00**	**$5,898.00**	**$2,831.04**	**$2,831.04**
	Vision 36 x 72 Shell Desk w/Recessed Modesty						
	Worksurface Material	TFL Worksurface					
	Vision Laminate Worksurface Color	Florence Walnut Worksurface Color					
	Vision Edge	Eased Edge					
	Vision Chassis Laminate Color	Florence Walnut (Chassis Color)					
	Top Grommet Left Location_TA	Yes Left Grommet Location (A)					
	Grommet Color	Matte Black					
	Top Grommet Center Location_TB	No Grommet in Center Location (B)					
	Top Grommet Right Location_TC	Yes Right Grommet Location (C)					
	Grommet Color	Matte Black					
	Additional Grommets (Custom Locations)	No Additional Grommet Selection					
	Chassis Grommets	No Chassis Grommets					
	To be Ergo Height Adjustable						
23	**VST1825CD**	**CHIEF 117**	**1**	**$377.00**	**$377.00**	**$180.96**	**$180.96**
	Vision 18d x 27w x 2 1/2h Center Drawer						
	Vision Laminate Color	Florence Walnut					
24	**VST2472SHD**	**CHIEF 117**	**1**	**$1,303.00**	**$1,303.00**	**$625.44**	**$625.44**
	Vision 24 x 72 Shell Credenza						
	Worksurface Material	TFL Worksurface					
	Vision Laminate Worksurface Color	Florence Walnut Worksurface Color					
	Vision Edge	Eased Edge					

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
	Vision Chassis Laminate Color	Florence Walnut (Chassis Color)					
	Top Grommet Left Location_TA	No Grommet in Left Location (A)					
	Top Grommet Center Location_TB	Yes Center Grommet Location (B)					
	Grommet Color	Matte Black					
	Top Grommet Right Location_TC	No Grommet in Right Location (C)					
	Additional Grommets (Custom Locations)	No Additional Grommet Selection					
	Chassis Grommets	No Chassis Grommets					
25	**VST2418-84BBFO**	**CHIEF 117**	**2**	**$2,553.00**	**$5,106.00**	**$1,225.44**	**$2,450.88**
	Vision 24d x 18w x 84h Open Top, Box/Box/File Storage Cabinet						
	Vision Chassis Laminate Color	Florence Walnut (Chassis Color)					
	Vision Drawer Laminate Color	Florence Walnut (Drawer Color)					
	Pulls-Hardware Finish_PH1	Bar Pull					
	Hardware Finish	Polished Nickel Hardware Color Scheme					
	Locking	Yes Locking					
	Lock Finish	Stardust Silver					
26	**VST2418-84WL**	**CHIEF 117**	**1**	**$2,001.00**	**$2,001.00**	**$960.48**	**$960.48**
	Vision 24d x 18w x 84h Wardrobe, Left						
	Vision Chassis Laminate Color	Florence Walnut (Chassis Color)					
	Vision Door Laminate Color	Florence Walnut (Drawer/Door Color)					
	Pulls-Hardware Finish_PH1	Bar Pull					
	Hardware Finish	Polished Nickel Hardware Color Scheme					
	Locking	Yes Locking					
	Lock Finish	Stardust Silver					
27	**VST2418-84WR**	**CHIEF 117**	**1**	**$2,001.00**	**$2,001.00**	**$960.48**	**$960.48**
	Vision 24d x 18w x 84h Wardrobe, Right						
	Vision Chassis Laminate Color	Florence Walnut (Chassis Color)					

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
	Vision Door Laminate Color	Florence Walnut (Drawer/Door Color)					
	Pulls-Hardware Finish_PH1	Bar Pull					
	Hardware Finish	Polished Nickel Hardware Color Scheme					
	Locking	Yes Locking					
	Lock Finish	Stardust Silver					
28	**VST1624SK**	**CHIEF 117**	**2**	**$534.00**	**$1,068.00**	**$256.32**	**$512.64**
	Vision Hanging Bar to Shelves Conversion Kit						
	Vision Laminate Color	Florence Walnut					
29	**VST3084BC**	**CHIEF 117**	**1**	**$1,370.00**	**$1,370.00**	**$657.60**	**$657.60**
	Vision 15-1/2d x 30w x 84h 6-Shelf Bookcase						
	Vision Laminate Color	Florence Walnut					
30	**VST1672DGSOC**	**CHIEF 117**	**1**	**$4,129.00**	**$4,129.00**	**$1,981.92**	**$1,981.92**
	Vision 72w Dbl Ht Storage Overhead Cab w/4 Glass Doors & Cubbies						
	Vision Chassis Laminate Color	Florence Walnut (Chassis Color)					
	Glass Door Option/Color	White Back Painted w/Aluminum Frame					
31	**VSB7220TKC**	**CHIEF 117**	**1**	**$421.00**	**$421.00**	**$202.08**	**$202.08**
	Vision Tackboard for Front of Storage Overhead Cabinet with Cubbies, 70 1/8w x 19 1/2h						
	Fabric Selection	Grade B					
	Grade B Fabric Manufacturer Selection	Momentum Fabric					
	Momentum Grade B Fabrics	Graph					
	Graph Colors	Alpine					

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
32	**KN3001WUF**	**CHIEF 117**	**2**	**$1,022.00**	**$2,044.00**	**$490.56**	**$981.12**

Knox Flared Arm Stack Chair - Wood Back/Uph. Seat

Seat Fabric Grade Selection	Grade D (Seat Fabric)
Grade D Fabric Manufacturer Selection	Momentum Fabric
Momentum Grade D Fabrics	Otto
Otto Colors	Flint
Wood Species (WF1)	Maple Wood Species
Maple Wood Species	Florence Walnut Coordinate
Handle Cut Out (HC1)	No Handle Cut Out
Arm (AR5)	Nylon
Nylon Color	Matte Black
Wood Cap	No Wood Cap
Metal Frame Color (MF1)	Matte Black

33	**AW6011**	**CHIEF 117**	**1**	**$3,199.00**	**$3,199.00**	**$1,535.52**	**$1,535.52**

Arwyn Single Seat Lounge - Cushion Back - 29 1/2d x 34w x 29 1/4h

Frame Fabric Grade Selection	Grade D (Frame)
Grade D Fabric Manufacturer Selection	Momentum Fabric
Momentum Grade D Fabrics	Hobnob
Hobnob Colors	Ash
Back Cushion Grade	Grade D (Back)
Grade D Fabric Manufacturer Selection	Momentum Fabric
Momentum Grade D Fabrics	Faux Felt
Faux Felt Colors	Flannel
Seat Cushion Grade Selection	Grade D (Seat Cushion)
Grade D Fabric Manufacturer Selection	Momentum Fabric
Momentum Grade D Fabrics	Faux Felt
Faux Felt Colors	Flannel
Highest Fabric Grade Selected	Grade D (Highest Grade Selected)
Back Cushion Detailing	Quilted Back Cushion
Foot	Metal Foot

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
	Metal Foot Finish	Matte Black					
	Arm Cap	No Arm Cap					
	Seating Power	Power in the Side Arm Right (as seated)					
	Power Color	Black					
34	**AW6012**	**CHIEF 117**	**1**	**$4,624.00**	**$4,624.00**	**$2,219.52**	**$2,219.52**
	Arwyn Two Seat - Cushion Back - 29 1/2d x 63w x 29 1/4h						
	Frame Fabric Grade Selection	Grade D (Frame)					
	Grade D Fabric Manufacturer Selection	Momentum Fabric					
	Momentum Grade D Fabrics	Hobnob					
	Hobnob Colors	Ash					
	Back Cushion Grade	Grade D (Back)					
	Grade D Fabric Manufacturer Selection	Momentum Fabric					
	Momentum Grade D Fabrics	Faux Felt					
	Faux Felt Colors	Flannel					
	Seat Cushion Grade Selection	Grade D (Seat Cushion)					
	Grade D Fabric Manufacturer Selection	Momentum Fabric					
	Momentum Grade D Fabrics	Faux Felt					
	Faux Felt Colors	Flannel					
	Highest Fabric Grade Selected	Grade D (Highest Grade Selected)					
	Back Cushion Detailing	Quilted Back Cushion					
	Foot	Metal Foot					
	Metal Foot Finish	Matte Black					
	Arm Cap	No Arm Cap					
	Seating Power	Power in the Side Arm Right (as seated)					
	Power Color	Black					
35	**AWV0022-21RDML**	**CHIEF 117**	**1**	**$1,575.00**	**$1,575.00**	**$756.00**	**$756.00**
	Arwyn Round End Table - Metal Legs - 22d x 22w x 21h						
	Table Surface Material And Finish	Laminate Surface					
	Laminate Color	Florence Walnut					
	Metal Foot Finish	Matte Black					

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
			Subtotal:		**$35,116.00**		**$16,855.68**
CIRCULATION 121							
36	**AW6001B**	**CIRCULATION 121**	**2**	**$2,048.00**	**$4,096.00**	**$983.04**	**$1,966.08**
	Arwyn Mid Back Crossover Lounge with 4 Star Base - 30 1/2d x 28w x 33h						
	Extreme Back & Arm Fabric Grade	Grade D (Extreme Back & Arm)					
	Grade D Fabric Manufacturer Selection	Momentum Fabric					
	Momentum Grade D Fabrics	Tanner					
	Tanner Colors	Blazer					
	Interior Back & Arm Grade Selection (Same Pattern	Grade D (Interior Back & Arm)					
	Grade D Fabric Manufacturer Selection	Momentum Fabric					
	Momentum Grade D Fabrics	Tanner					
	Tanner Colors	Blazer					
	Seat Cushion Grade Selection	Grade D (Seat Cushion)					
	Grade D Fabric Manufacturer Selection	Momentum Fabric					
	Momentum Grade D Fabrics	Tanner					
	Tanner Colors	Blazer					
	Highest Fabric Grade Selected	Grade D (Highest Grade Selected)					
37	**PST18-21RDB**	**CIRCULATION 121**	**1**	**$1,273.00**	**$1,273.00**	**$611.04**	**$611.04**
	Prost Small Cylinder Table with 3" Plinth- 18d x 18w x 21h						
	Material Finish	Florence Walnut					
	Top Material	Same Laminate Top					
			Subtotal:		**$5,369.00**		**$2,577.12**
CONFERENCE 122							

Line #		Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
38		**ZVST48144BT**	**CONFERENCE 122**	**1**	**$4,161.00**	**$4,161.00**	**$1,997.28**	**$1,997.28**
		Vision 48d x 144w Boat Shape Conference Table Top						
		Vision Laminate Worksurface Color	Florence Walnut Worksurface Color					
		Vision Edge	Eased Edge					
		*****Modified Width to be 168"W. To have (2) cut-outs for EC9, centered on each half of table. EC9's sold separately*****						
39		**VST2428PBA**	**CONFERENCE 122**	**3**	**$863.00**	**$2,589.00**	**$414.24**	**$1,242.72**
		Vision 7-5/8d x 24w Rectangular Base with Access Panel						
		Vision Laminate Color	Florence Walnut					
40		**EC9**	**CONFERENCE 122**	**2**	**$980.00**	**$1,960.00**	**$470.40**	**$940.80**
		Single Sided Power and Data Unit, 8 3/8d x 4w						
41		**TCP301**	**CONFERENCE 122**	**2**	**$117.00**	**$234.00**	**$56.16**	**$112.32**
		HDMI Connector						
				Subtotal:		**$8,944.00**		**$4,293.12**
CONFERENCE 136								
42		**VST4284BT**	**CONFERENCE 136**	**1**	**$1,531.00**	**$1,531.00**	**$734.88**	**$734.88**
		Vision 42d x 84w Boat Shape Conference Table Top						
		Worksurface Material	TFL Worksurface					

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
	Vision Laminate Worksurface Color	Florence Walnut Worksurface Color					
	Vision Edge	Eased Edge					
43	**VST2428PBA**	**CONFERENCE 136**	**2**	**$863.00**	**$1,726.00**	**$414.24**	**$828.48**
	Vision 7-5/8d x 24w Rectangular Base with Access Panel						
	Vision Laminate Color	Florence Walnut					
			Subtotal:		**$3,257.00**		**$1,563.36**
CONFERENCE 141							
44	**VST48144BT**	**CONFERENCE 141**	**1**	**$2,492.00**	**$2,492.00**	**$1,196.16**	**$1,196.16**
	Vision 48d x 144w Boat Shape Conference Table Top						
	Vision Laminate Worksurface Color	Florence Walnut Worksurface Color					
	Vision Edge	Eased Edge					
45	**VST2428PBA**	**CONFERENCE 141**	**3**	**$863.00**	**$2,589.00**	**$414.24**	**$1,242.72**
	Vision 7-5/8d x 24w Rectangular Base with Access Panel						
	Vision Laminate Color	Florence Walnut					
46	**EC9**	**CONFERENCE 141**	**1**	**$980.00**	**$980.00**	**$470.40**	**$470.40**
	Single Sided Power and Data Unit, 8 3/8d x 4w						
47	**TCP301**	**CONFERENCE 141**	**1**	**$117.00**	**$117.00**	**$56.16**	**$56.16**
	HDMI Connector						

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
		Subtotal:			**$6,178.00**		**$2,965.44**
LIEUTENANT - OPTION 1 - 169, 179							
48	**VST3072RDF**	**LIEUTENANT - OPTION 1 - 169, 179**	**1**	**$1,870.00**	**$1,870.00**	**$897.60**	**$897.60**

Vision 30 x 72 Single Ped Desk, Right w/Recessed Modesty

Worksurface Material	TFL Worksurface
Vision Laminate Worksurface Color	Florence Walnut Worksurface Color
Vision Edge	Eased Edge
Vision Chassis Laminate Color	Florence Walnut (Chassis Color)
Vision Drawer Laminate Color	Florence Walnut (Drawer Color)
Pulls-Hardware Finish_PH1	Bar Pull
Hardware Finish	Polished Nickel Hardware Color Scheme
Pedestal Configuration	Box/Box/File (Standard)
Top Grommet Left Location_TA	Yes Left Grommet Location (A)
Grommet Color	Matte Black
Top Grommet Center Location_TB	No Grommet in Center Location (B)
Top Grommet Right Location_TC	No Grommet in Right Location (C)
Additional Grommets (Custom Locations)	No Additional Grommet Selection
Chassis Grommets	No Chassis Grommets
Locking	Yes Locking
Lock Finish	Stardust Silver

49	**VST3072LDF**	**LIEUTENANT - OPTION 1 - 169, 179**	**1**	**$1,870.00**	**$1,870.00**	**$897.60**	**$897.60**

Vision 30 x 72 Single Ped Desk, Left w/Recessed Modesty

Worksurface Material	TFL Worksurface
Vision Laminate Worksurface Color	Florence Walnut Worksurface Color
Vision Edge	Eased Edge
Vision Chassis Laminate Color	Florence Walnut (Chassis Color)
Vision Drawer Laminate Color	Florence Walnut (Drawer Color)
Pulls-Hardware Finish_PH1	Bar Pull

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
	Hardware Finish	Polished Nickel Hardware Color Scheme					
	Pedestal Configuration	Box/Box/File (Standard)					
	Top Grommet Left Location_TA	No Grommet in Left Location (A)					
	Top Grommet Center Location_TB	No Grommet in Center Location (B)					
	Top Grommet Right Location_TC	Yes Right Grommet Location (C)					
	Grommet Color	Matte Black					
	Additional Grommets (Custom Locations)	No Additional Grommet Selection					
	Chassis Grommets	No Chassis Grommets					
	Locking	Yes Locking					
	Lock Finish	Stardust Silver					
50	**VST1825CD**	**LIEUTENANT - OPTION 1 - 169, 179**	**2**	**$377.00**	**$754.00**	**$180.96**	**$361.92**
	Vision 18d x 27w x 2 1/2h Center Drawer						
	Vision Laminate Color	Florence Walnut					
51	**VST2446AHB-S**	**LIEUTENANT - OPTION 1 - 169, 179**	**2**	**$1,275.00**	**$2,550.00**	**$612.00**	**$1,224.00**
	Vision Laminate Adj Hgt Bridge/Table - Std Range - 24d x 46w x Adj h						
	Worksurface Material	TFL Worksurface					
	Vision Laminate Worksurface Color	Florence Walnut					
	Vision Edge	Eased Edge					
	Base Finish	Black Sandtex Base Finish					
	Top Grommet Left Location_TA	No Grommet in Left Location (A)					
	Top Grommet Center Location_TB	Yes Center Grommet Location (B)					
	Grommet Color	Matte Black					
	Top Grommet Right Location_TC	No Grommet in Right Location (C)					
	Additional Grommets (Custom Locations)	No Additional Grommet Selection					
52	**VST2472LC**	**LIEUTENANT - OPTION 1 - 169, 179**	**1**	**$1,850.00**	**$1,850.00**	**$888.00**	**$888.00**
	Vision 24 x 72 File/FIle Pedestal Credenza, Left						

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
	Worksurface Material	TFL Worksurface					
	Vision Laminate Worksurface Color	Florence Walnut Worksurface Color					
	Vision Edge	Eased Edge					
	Vision Chassis Laminate Color	Florence Walnut (Chassis Color)					
	Vision Drawer Laminate Color	Florence Walnut (Drawer Color)					
	Pulls-Hardware Finish_PH1	Bar Pull					
	Hardware Finish	Polished Nickel Hardware Color Scheme					
	Modesty Panel	Full Modesty Panel (standard)					
	Pedestal Configuration	Box/Box/File					
	Top Grommet Left Location_TA	No Grommet in Left Location (A)					
	Top Grommet Center Location_TB	No Grommet in Center Location (B)					
	Top Grommet Right Location_TC	Yes Right Grommet Location (C)					
	Grommet Color	Matte Black					
	Additional Grommets (Custom Locations)	No Additional Grommet Selection					
	Chassis Grommets	No Chassis Grommets					
	Locking	Yes Locking					
	Lock Finish	Stardust Silver					
53	**VST2472RC**	**LIEUTENANT - OPTION 1 - 169, 179**	**1**	**$1,850.00**	**$1,850.00**	**$888.00**	**$888.00**
	Vision 24 x 72 File/File Pedestal Credenza, Right						
	Worksurface Material	TFL Worksurface					
	Vision Laminate Worksurface Color	Florence Walnut Worksurface Color					
	Vision Edge	Eased Edge					
	Vision Chassis Laminate Color	Florence Walnut (Chassis Color)					
	Vision Drawer Laminate Color	Florence Walnut (Drawer Color)					
	Pulls-Hardware Finish_PH1	Bar Pull					
	Hardware Finish	Polished Nickel Hardware Color Scheme					
	Modesty Panel	Full Modesty Panel (standard)					
	Pedestal Configuration	Box/Box/File					
	Top Grommet Left Location_TA	Yes Left Grommet Location (A)					
	Grommet Color	Matte Black					
	Top Grommet Center Location_TB	No Grommet in Center Location (B)					
	Top Grommet Right Location_TC	No Grommet in Right Location (C)					
	Additional Grommets (Custom Locations)	No Additional Grommet Selection					

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
	Chassis Grommets	No Chassis Grommets					
	Locking	Yes Locking					
	Lock Finish	Stardust Silver					
54	**VST2418-72WR** Vision 24d x 18w x 72h Wardrobe - Right	**LIEUTENANT - OPTION 1 - 169, 179**	**1**	**$1,724.00**	**$1,724.00**	**$827.52**	**$827.52**
	Vision Chassis Laminate Color	Florence Walnut (Chassis Color)					
	Vision Door Laminate Color	Florence Walnut (Drawer/Door Color)					
	Pulls-Hardware Finish_PH1	Bar Pull					
	Hardware Finish	Polished Nickel Hardware Color Scheme					
	Locking	Yes Locking					
	Lock Finish	Stardust Silver					
55	**VST2418-72WL** Vision 24d x 18w x 72h Wardrobe - Left	**LIEUTENANT - OPTION 1 - 169, 179**	**1**	**$1,724.00**	**$1,724.00**	**$827.52**	**$827.52**
	Vision Chassis Laminate Color	Florence Walnut (Chassis Color)					
	Vision Door Laminate Color	Florence Walnut (Drawer/Door Color)					
	Pulls-Hardware Finish_PH1	Bar Pull					
	Hardware Finish	Polished Nickel Hardware Color Scheme					
	Locking	Yes Locking					
	Lock Finish	Stardust Silver					
56	**VST1672WGSO** Vision 16d x 72w x 18h Wall Mount Overhead w/Four Glass Doors	**LIEUTENANT - OPTION 1 - 169, 179**	**2**	**$2,681.00**	**$5,362.00**	**$1,286.88**	**$2,573.76**
	Vision Chassis Laminate Color	Florence Walnut (Chassis Color)					
	Glass Door Option/Color	White Back Painted w/Aluminum Frame					

Line #		Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
57		**VSB7222WT**	**LIEUTENANT - OPTION 1 - 169, 179**	**2**	**$453.00**	**$906.00**	**$217.44**	**$434.88**
		Vision 71 3/4w x 21 1/2h Wall Mount Tackboard						
		Fabric Selection	Grade B					
		Grade B Fabric Manufacturer Selection	Momentum Fabric					
		Momentum Grade B Fabrics	Graph					
		Graph Colors	Alpine					
58		**KN3001WUF**	**LIEUTENANT - OPTION 1 - 169, 179**	**4**	**$1,022.00**	**$4,088.00**	**$490.56**	**$1,962.24**
		Knox Flared Arm Stack Chair - Wood Back/Uph. Seat						
		Seat Fabric Grade Selection	Grade D (Seat Fabric)					
		Grade D Fabric Manufacturer Selection	Momentum Fabric					
		Momentum Grade D Fabrics	Otto					
		Otto Colors	Flint					
		Wood Species (WF1)	Maple Wood Species					
		Maple Wood Species	Florence Walnut Coordinate					
		Handle Cut Out (HC1)	No Handle Cut Out					
		Arm (AR5)	Nylon					
		Nylon Color	Matte Black					
		Wood Cap	No Wood Cap					
		Metal Frame Color (MF1)	Matte Black					
				Subtotal:		**$24,548.00**		**$11,783.04**
LIEUTENANT - OPTION 2 - 124, 126, 134, 138, 139								
59		**VST3060AHTD-S**	**LIEUTENANT - OPTION 2 - 124, 126, 134, 138, 139**	**5**	**$1,281.00**	**$6,405.00**	**$614.88**	**$3,074.40**
		Vision Laminate Adj Hgt Table Desk - Std Range - 30d x 60w x Adj h						
		Worksurface Material	TFL Worksurface					
		Vision Laminate Worksurface Color	Florence Walnut					

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
	Vision Edge	Eased Edge					
	Base Finish	Black Sandtex Base Finish					
	Top Grommet Left Location_TA	No Grommet in Left Location (A)					
	Top Grommet Center Location_TB	No Grommet in Center Location (B)					
	Top Grommet Right Location_TC	No Grommet in Right Location (C)					
60	**VST0958TDM**	**LIEUTENANT - OPTION 2 - 124, 126, 134, 138, 139**	**5**	**$211.00**	**$1,055.00**	**$101.28**	**$506.40**
	Vision Laminate Modesty Panel - Adj. Height Table - 3/4d x 58w x 9h						
	Modesty Panel Laminate Color	Florence Walnut					
	Modesty Panel Bracket Color	Black Sandtex Bracket Color					
61	**VST2478MCT**	**LIEUTENANT - OPTION 2 - 124, 126, 134, 138, 139**	**5**	**$479.00**	**$2,395.00**	**$229.92**	**$1,149.60**
	Vision 24 x 78 Modular Credenza Top						
	Worksurface Material	TFL Worksurface					
	Vision Laminate Worksurface Color	Florence Walnut Worksurface Color					
	Vision Edge	Eased Edge					
	Top Grommet Left Location_TA	No Grommet in Left Location (A)					
	Top Grommet Center Location_TB	No Grommet in Center Location (B)					
	Top Grommet Right Location_TC	No Grommet in Right Location (C)					
	Additional Grommets (Custom Locations)	No Additional Grommet Selection					
62	**VST1624WEAL**	**LIEUTENANT - OPTION 2 - 124, 126, 134, 138, 139**	**4**	**$332.00**	**$1,328.00**	**$159.36**	**$637.44**
	Vision 23 5/8d x 15 5/8w x 28h Wing End Support, Left						
	Vision Laminate Color	Florence Walnut					
	Chassis Grommets	No Chassis Grommets					
63	**VST1624WEAR**	**LIEUTENANT - OPTION 2 - 124, 126, 134, 138, 139**	**1**	**$332.00**	**$332.00**	**$159.36**	**$159.36**
	Vision 23 5/8d x 15 5/8w x 28h Wing End Support, Right						

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
	Vision Laminate Color	Florence Walnut					
	Chassis Grommets	No Chassis Grommets					
64	**GP0243SB** 43"L Metal Support Rail for Modular Work Surface	**LIEUTENANT - OPTION 2 - 124, 126, 134, 138, 139**	**5**	**$78.00**	**$390.00**	**$37.44**	**$187.20**
65	**VST1620MP** Vision 20d x 16w x 28h Box/Box/File Mobile Pedestal	**LIEUTENANT - OPTION 2 - 124, 126, 134, 138, 139**	**5**	**$1,076.00**	**$5,380.00**	**$516.48**	**$2,582.40**
	Vision Chassis Laminate Color	Florence Walnut (Chassis Color)					
	Vision Drawer Laminate Color	Florence Walnut (Drawer Color)					
	Pulls-Hardware Finish_PH1	Bar Pull					
	Hardware Finish	Polished Nickel Hardware Color Scheme					
	Locking	Yes Locking					
	Lock Finish	Stardust Silver					
66	**VST2418-72WR** Vision 24d x 18w x 72h Wardrobe - Right	**LIEUTENANT - OPTION 2 - 124, 126, 134, 138, 139**	**1**	**$1,724.00**	**$1,724.00**	**$827.52**	**$827.52**
	Vision Chassis Laminate Color	Florence Walnut (Chassis Color)					
	Vision Door Laminate Color	Florence Walnut (Drawer/Door Color)					
	Pulls-Hardware Finish_PH1	Bar Pull					
	Hardware Finish	Polished Nickel Hardware Color Scheme					
	Locking	Yes Locking					
	Lock Finish	Stardust Silver					
67	**VST2418-72WL** Vision 24d x 18w x 72h Wardrobe - Left	**LIEUTENANT - OPTION 2 - 124, 126, 134, 138, 139**	**4**	**$1,724.00**	**$6,896.00**	**$827.52**	**$3,310.08**
	Vision Chassis Laminate Color	Florence Walnut (Chassis Color)					

Line #		Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
		Vision Door Laminate Color	Florence Walnut (Drawer/Door Color)					
		Pulls-Hardware Finish_PH1	Bar Pull					
		Hardware Finish	Polished Nickel Hardware Color Scheme					
		Locking	Yes Locking					
		Lock Finish	Stardust Silver					
68		**VST1678WGSO**	**LIEUTENANT - OPTION 2 - 124, 126, 134, 138, 139**	**5**	**$2,796.00**	**$13,980.00**	**$1,342.08**	**$6,710.40**
		Vision 16d x 78w x 18h Wall Mount Overhead w/Four Glass Doors						
		Vision Chassis Laminate Color	Florence Walnut (Chassis Color)					
		Glass Door Option/Color	White Back Painted w/Aluminum Frame					
69		**VSB7822WT**	**LIEUTENANT - OPTION 2 - 124, 126, 134, 138, 139**	**5**	**$486.00**	**$2,430.00**	**$233.28**	**$1,166.40**
		Vision 77 3/4w x 21 1/2h Wall Mount Tackboard						
		Fabric Selection	Grade B					
		Grade B Fabric Manufacturer Selection	Momentum Fabric					
		Momentum Grade B Fabrics	Graph					
		Graph Colors	Alpine					
70		**VST3630BC**	**LIEUTENANT - OPTION 2 - 124, 126, 134, 138, 139**	**5**	**$883.00**	**$4,415.00**	**$423.84**	**$2,119.20**
		Vision 15-1/2d x 36w x 30h 2-Shelf Bookcase						
		Vision Laminate Color	Florence Walnut					
71		**KN3001WUF**	**LIEUTENANT - OPTION 2 - 124, 126, 134, 138, 139**	**10**	**$1,022.00**	**$10,220.00**	**$490.56**	**$4,905.60**
		Knox Flared Arm Stack Chair - Wood Back/Uph. Seat						
		Seat Fabric Grade Selection	Grade D (Seat Fabric)					
		Grade D Fabric Manufacturer Selection	Momentum Fabric					
		Momentum Grade D Fabrics	Otto					

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
	Otto Colors	Flint					
	Wood Species (WF1)	Maple Wood Species					
	Maple Wood Species	Florence Walnut Coordinate					
	Handle Cut Out (HC1)	No Handle Cut Out					
	Arm (AR5)	Nylon					
	Nylon Color	Matte Black					
	Wood Cap	No Wood Cap					
	Metal Frame Color (MF1)	Matte Black					
			Subtotal:		**$56,950.00**		**$27,336.00**
ROOM 164							
72	**PST24-21RDB**	**ROOM 164**	**1**	**$1,629.00**	**$1,629.00**	**$781.92**	**$781.92**
	Prost Medium Cylinder Table with 3" Plinth- 24d x 24w x 21h						
	Material Finish	Florence Walnut					
	Top Material	Same Laminate Top					
			Subtotal:		**$1,629.00**		**$781.92**
SERGEANT - 127, 129, 130, 135, 175, 176, 208							
73	**ZVST3672SHDF**	**SERGEANT - 127, 129, 130, 135, 175, 176, 208**	**7**	**$5,849.00**	**$40,943.00**	**$2,807.52**	**$19,652.64**
	Vision 36 x 72 Shell Desk w/Recessed Modesty						
	Worksurface Material	TFL Worksurface					
	Vision Laminate Worksurface Color	Florence Walnut Worksurface Color					
	Vision Edge	Eased Edge					
	Vision Chassis Laminate Color	Florence Walnut (Chassis Color)					
	Top Grommet Left Location_TA	Yes Left Grommet Location (A)					
	Grommet Color	Matte Black					
	Top Grommet Center Location_TB	No Grommet in Center Location (B)					
	Top Grommet Right Location_TC	No Grommet in Right Location (C)					
	Additional Grommets (Custom Locations)	No Additional Grommet Selection					

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
	Chassis Grommets	No Chassis Grommets					
	Modified to be Ergo Height Adjustable						
74	**ZVST2448ELY** Vision 24 x 48 Box/Box/File Return, Left	**SERGEANT - 127, 129, 130, 135, 175, 176, 208**	3	$1,815.00	$5,445.00	$871.20	$2,613.60
	Worksurface Material	TFL Worksurface					
	Vision Laminate Worksurface Color	Florence Walnut Worksurface Color					
	Vision Edge	Eased Edge					
	Vision Chassis Laminate Color	Florence Walnut (Chassis Color)					
	Vision Drawer Laminate Color	Florence Walnut (Drawer Color)					
	Pulls-Hardware Finish_PH1	Bar Pull					
	Hardware Finish	Polished Nickel Hardware Color Scheme					
	Modesty Panel	Full Modesty Panel (Standard)					
	Top Grommet Left Location_TA	No Grommet in Left Location (A)					
	Top Grommet Center Location_TB	Yes Center Grommet Location (B)					
	Grommet Color	Matte Black					
	Top Grommet Right Location_TC	No Grommet in Right Location (C)					
	Additional Grommets (Custom Locations)	No Additional Grommet Selection					
	Chassis Grommets	No Chassis Grommets					
	Locking	Yes Locking					
	Lock Finish	Stardust Silver					
	Modified to be Ergo Adjacent						
75	**ZVST2448ERY** Vision 24 x 48 Box/Box/File Return, Right	**SERGEANT - 127, 129, 130, 135, 175, 176, 208**	4	$1,815.00	$7,260.00	$871.20	$3,484.80
	Worksurface Material	TFL Worksurface					
	Vision Laminate Worksurface Color	Florence Walnut Worksurface Color					
	Vision Edge	Eased Edge					
	Vision Chassis Laminate Color	Florence Walnut (Chassis Color)					
	Vision Drawer Laminate Color	Florence Walnut (Drawer Color)					
	Pulls-Hardware Finish_PH1	Bar Pull					
	Hardware Finish	Polished Nickel Hardware Color Scheme					

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
	Modesty Panel	Full Modesty Panel (Standard)					
	Top Grommet Left Location_TA	No Grommet in Left Location (A)					
	Top Grommet Center Location_TB	Yes Center Grommet Location (B)					
	Grommet Color	Matte Black					
	Top Grommet Right Location_TC	No Grommet in Right Location (C)					
	Additional Grommets (Custom Locations)	No Additional Grommet Selection					
	Chassis Grommets	No Chassis Grommets					
	Locking	Yes Locking					
	Lock Finish	Stardust Silver					
	Modified to be Ergo Adjacent						
76	**VST1825CD**	**SERGEANT - 127, 129, 130, 135, 175, 176, 208**	**7**	**$377.00**	**$2,639.00**	**$180.96**	**$1,266.72**
	Vision 18d x 27w x 2 1/2h Center Drawer						
	Vision Laminate Color	Florence Walnut					
77	**VST1648WSOL**	**SERGEANT - 127, 129, 130, 135, 175, 176, 208**	**3**	**$1,186.00**	**$3,558.00**	**$569.28**	**$1,707.84**
	Vision 48d x 16w x 18h Wall Mount Overhead Cabinet w/Three Doors - Left						
	Vision Chassis Laminate Color	Florence Walnut (Chassis Color)					
	Vision Door Laminate Color	Florence Walnut (Drawer/Door Color)					
	Markerboard	No Markerboard					
	Locking	Yes Locking					
	Lock Finish	Stardust Silver					
78	**VST1648WSOR**	**SERGEANT - 127, 129, 130, 135, 175, 176, 208**	**4**	**$1,186.00**	**$4,744.00**	**$569.28**	**$2,277.12**
	Vision 16d x 48w x 18h Wall Mount Overhead Cabinet w/Three Doors - Right						
	Vision Chassis Laminate Color	Florence Walnut (Chassis Color)					
	Vision Door Laminate Color	Florence Walnut (Drawer/Door Color)					
	Markerboard	No Markerboard					
	Locking	Yes Locking					

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
	Lock Finish	Stardust Silver					
79	**VSB4822WT**	**SERGEANT - 127, 129, 130, 135, 175, 176, 208**	**7**	**$348.00**	**$2,436.00**	**$167.04**	**$1,169.28**
	Vision 47 3/4w x 21 1/2h Wall Mount Tackboard						
	Fabric Selection	Grade B					
	Grade B Fabric Manufacturer Selection	Momentum Fabric					
	Momentum Grade B Fabrics	Graph					
	Graph Colors	Alpine					
80	**KN3001WUF**	**SERGEANT - 127, 129, 130, 135, 175, 176, 208**	**13**	**$1,022.00**	**$13,286.00**	**$490.56**	**$6,377.28**
	Knox Flared Arm Stack Chair - Wood Back/Uph. Seat						
	Seat Fabric Grade Selection	Grade D (Seat Fabric)					
	Grade D Fabric Manufacturer Selection	Momentum Fabric					
	Momentum Grade D Fabrics	Otto					
	Otto Colors	Flint					
	Wood Species (WF1)	Maple Wood Species					
	Maple Wood Species	Florence Walnut Coordinate					
	Handle Cut Out (HC1)	No Handle Cut Out					
	Arm (AR5)	Nylon					
	Nylon Color	Matte Black					
	Wood Cap	No Wood Cap					
	Metal Frame Color (MF1)	Matte Black					
			Subtotal:		**$80,311.00**		**$38,549.28**

TRAINING 140

82	**NAT2026-47LES**	**TRAINING 140**	**1**	**$3,929.00**	**$3,929.00**	**$1,885.92**	**$1,885.92**

Native Mobile Lectern with Storage- 20d x 26w x 47h

Chassis Material	Weathered Ash
Metal Finish Option- 1375	Matte Black
Caster or Glides	Glides

Subtotal:	**$3,929.00**	**$1,885.92**
Total:	**$310,858.00**	**$149,211.84**

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell

Product descriptions may not be all inclusive. Please refer to the current price list for additional terms, conditions and product specifications.

COM/COL's on lounge products require approval prior to order entry. Please contact Customer Service with questions.

*** Indicates special information to follow.
"Z" in front of the model # indicates a Special Product.
"X" in front of the model # indicates Standard Product Modification.

Inside delivery is not included.

All pricing is in US Currency.

This contractor and subcontractor shall abide by the requirements of 41CFR 60-300.5(a) and 41 CFR 60-741.59(a).
These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

*** Please reference this quote number when ordering***

225 Clay St.
Jasper, IN 47546
Tel: (800) 622.5661
Fax: (812) 634-2392
www.jaspergroup.us.com

Total:	**$312,842.00**	**$149,211.84**

SHERMAN PD - BUSINESS ESSENTIALS - 3281617

Product	Qty	Via Model #	Description	Q1 2022 Via List	Extended LIST	Extended Sell	Extended Total
Vista II	20	302-B-0A-20UPH-FA-GR 1	Vista II upholstered back chair. Black frame. Upholstered back shell. Ships fully assembled. Upholstery: CF Stinson Staple, Raven (grade 1)	$629.00	$12,580.00	$ 295.63	$ 5,912.60
Chico Bench	3	976-3BRU-FA-GR B	Chico bench 60" long. Brushed loop leg base. Ships fully assembled. Upholstery: Whisper, Charcoal (Grade B)	$2,920.00	$8,760.00	$ 1,372.40	$ 4,117.20
Chico Bench	2	974-3BRU-FA-GR B	Chico bench 40" long. Brushed loop leg base. Ships fully assembled. Upholstery: Whisper, Charcoal (grade B)	$2,600.00	$5,200.00	$ 1,222.00	$ 2,444.00
Carmel	1	6903-RB-67C-SS-90A-18BB-16SCG-9FA-GR 4	Carmel high back. Ratchet back. Quick adjust synchro control with integrated seat slide. Fully upholstered "C" arms. Black nylon 5-star swivel base. Two toned black and grey all floor casters. Ships 95% assembled. Upholstery: Momentum Endurance EPU, Nordic (grade 4)	$2,681.00	$2,681.00	$ 1,260.07	$ 1,260.07

Carmel	1	6901-RB-67C-SS-51A-20S-18BB-16SCG-9FA-GR 4	Carmel mid back. Ratchet back. Quick adjust synchro control with integrated seat slide. Black height adjustable arms. Stationary cap. Black nylon 5-star swivel base. Two toned black and grey all floor casters. Ships 95% assembled. Upholstery: Momentum Endurance EPU, Gull (grade 4) **This material needs to be tested	$2,200.00	$2,200.00	$ 1,034.00	$ 1,034.00
Proform	3	172-67C-SS-39A6-18BB-16SCG-9FA-GR 4	Proform high back with parallel stitch. Quick adjust synchro control with integrated seat slide. Black height adjustable roll back arms. Black nylon 5-star swivel bsae. Two toned grey and black all floor casters. Ships 95% assembled. Upholstery: Momentum Endurance EPU, Gull (grade 4) **This material needs to be tested	$1,827.00	$5,481.00	$ 858.69	$ 2,576.07
Proform	12	172-26C-96A-18BB-16SCG-9FA-GR 4R 4	Proform high back with parallel stitch. Conference control with seat slide. Black fixed cantilever arms. Black nylon 5-star swivel bsae. Two toned grey and black all floor casters. Ships 95% assembled. Upholstery: Momentum Endurance EPU, Gull (grade 4) Custom Embroidered logo; list includes $260 upcharge **This material needs to be tested	$2,074.00	$24,888.00	$ 974.78	$ 11,697.36
Proform	1	Digitizing Fee	One time net cost to digitize logo for embroidery		$0.00		$ -

Proform	16	172-26C-96A-18BB-16SCG-9FA-GR 4R 4	Proform high back with parallel stitch. Conference control with seat slide. Black fixed cantilever arms. Black nylon 5-star swivel bsae. Two toned grey and black all floor casters. Ships 95% assembled. Upholstery: Momentum Endurance EPU, Gull (grade 4) **This material needs to be tested	$1,814.00	$29,024.00	$ 852.58	$ 13,641.28
Genie	47	408-B-67C-SS-39A6-18BB-16SCG-NSP-1G-9FA-GR 1	Genie with large "C" size seat. Black frame. Quick adjust synchro control with integrated seat slide. Black height adjustable roll back arms. Black nylon 5-star swivel base. Two toned grey and black all floor casters. No stitch pattern on seat. Black mesh. Ships 95% assembled. Upholstery: CF Stinson Staple, Raven (grade 1)	$1,538.00	$72,286.00	$ 722.86	$ 33,974.42
				List	Ext. List		**Subtotal**
	108				$163,100.00		**$ 76,657.00**

Quote #: NB-080422-01
Date Prepared: 08/04/22
Requested by: Cindy Crumpton
For: SHERMAN PD - BUSINESS ESSENTIALS - 3281617
Prepared by: Nicole Bice

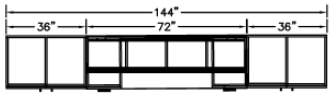
Freight: **Freight included within the 48 contiguous states. Exceptions are outdoor furniture, residential deliveries and certain assessorial fees (lift gate, limited access or inside delivery). Please reach out to your client account representative with questions.**

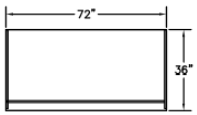
Thank you for doing business with Via. We do everything possible in order to accurately quote your project based on information we are provided
It is the ***RESPONSIBILITY OF THE DEALER TO CONFIRM ALL DETAILS BEFORE IT GOES TO ORDER.***
This quote is valid for 30 days

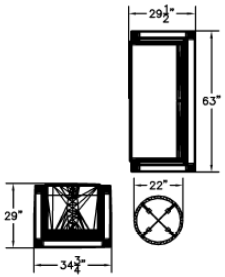
via SEATING

Sherman Police Department Headquarters
Expected Completion Date March 2023

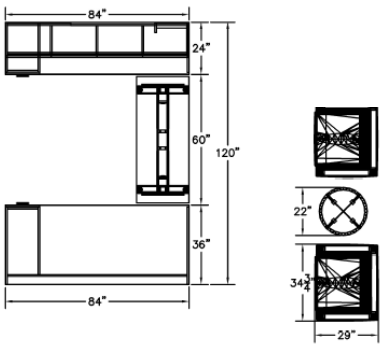
Furniture Project
Design pages and specs enclosed.
Tentative delivery & install scheduled
February 20th – March 10th, 2023.







** Color renderings will appear slightly different than actual.*

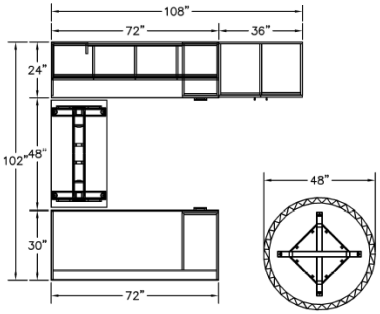


** Color renderings will appear slightly different than actual.*

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
Chief and Chief Admin Suite – Rooms 116/117							
1	**Desk Set-Up** Includes: • Vision 36" x 72" w/Recessed Modesty • Vision 18"d x 27"w x 2 ½"h Center Drawer • Vision Laminate Adj. Hgt. Bridge/Table - Std Range – 24"d x 48"w x Adj. height • Vision 24 x 72 Credenza • Vision 72w Double Height Storage Overhead Cabinet, w/glass front doors, cubbies • Vision Tackboard for Front of Storage Overhead Cabinet, 70 1/8w x 23h • Vision Open cabinet w/ B/B/F Storage (2) • 24"x18"X84" Wardrobe w/ shelving kit (2)	**Chief Suite 117** TFL Worksurface: Laminate Florence Walnut Color Eased Edge Bar Pull Handles Polished Nickel Hardware Color Scheme Box/Box/File (Standard) Matte Black Grommets	**1**	**$22,304.00**	**$22,304.00**	**$10,705.92**	**$10,705.92**
2	**Carmel High back. Ratchet back.** • Quick adjust synchro control with integrated seat slide. Loop Arms, Stationary cap. Black nylon 5-star swivel base. Two toned black and grey all floor casters. Upholstery: Momentum Tanner Nickel (grade 4)		**1**	**$2,681.00**	**$2,681.00**	**$1,260.07**	**$1,260.07**
3	**Vision 15-1/2d x 30w x 84h 6-Shelf Bookcase** • Laminate- Florence Walnut		**1**	**$1,370.00**	**$1,370.00**	**$657.60**	**$657.60**
4	**Knox Flair Guest Chairs** • Wood Back- Florence Walnut Coordinate • Upholstered Seat- Mometum Otto Flint- Grade 4		**2**	**$1,022.00**	**$2,044.00**	**$490.56**	**$981.12**
5	**Arwyn Single Seat Lounge – Quilted Back** • Momentum Hobnob Ash-Back Cushion • Faux felt Flannel-Seat • Metal Foot-Matte Black • No Power		1	**$3,199.00**	**$3,199.00**	**$1,216.80**	**$1,535.52**
6	**Arwyn Round End Table - Metal Legs - 22d x 22w x 21h** • Laminate Top-Florence Walnut • Metal Legs- Matte Black Finish		**1**	**$1,575.00**	**$1,575.00**	**$756.00**	**$756.00**
7	**Arwyn Two Seat Lounger-Quilted Back** • Momentum Hobnob Ash-Back Cushion • Faux felt Flannel-Seat • Metal Foot-Matte Black • Single Power Unit		**1**	**$4,624.00**	**$4,624.00**	**$2,219.52**	**$2,219.52**
8	**Office Accessory Package** Includes: 3M Single Monitor Arm, FloorTex Anti-Fatigue Mat, Rubbermaid Trash Receptacle 7gallon, Task Lighting		**1**	**$825.22**	**$825.22**	**$477.54**	**$477.54**
						Chief Office Total	**$18,593.29**

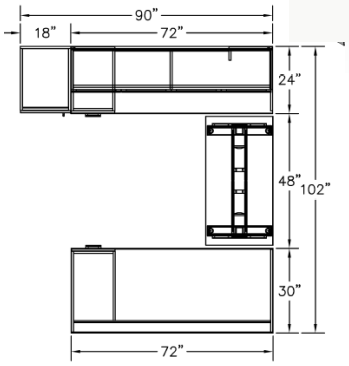
Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
Chief and Chief Admin Suite – Rooms 116/117							
1	**Desk Set-Up** Includes: • Vision 36 x 84 Single Ped Desk, Right w/Recessed Modesty • Vision 18d x 27w x 2 1/2h Center Drawer • Vision Laminate Adj. Hgt. Bridge/Table - Std Range - 24d x 58w x Adj. height • Vision 24 x 72 Box/Box/File Pedestal Credenza,Left • Vision 72w Double Height Storage Overhead Cabinet, 4 laminate doors • Vision Tackboard for Front of Storage Overhead Cabinet, 70 1/8w x 23h	**Chief's Admin-116** TFL Worksurface: Laminate Florence Walnut Color Eased Edge Bar Pull Handles Polished Nickel Hardware Color Scheme Box/Box/File (Standard) Matte Black Grommets	**1**	**$9,273.00**	**$9,273.00**	**$4,451.04**	**$4,451.04**
2	**Vision 24d x 72w Buffet Credenza** • Laminate- Weather Ash • Nickel Bar Pull handles • (2) Matte Black Grommets		**1**	**$2,944.00**	**$2,944.00**	**$1,413.12**	**$1,413.12**
3	**Carmel Mid back. Ratchet back.** • Quick adjust synchro control with integrated seat slide. Black height adjustable arms. Stationary cap. Black nylon 5-star swivel base. Two toned black and grey all floor casters. Upholstery: Momentum Endurance EPU, Gull (grade 4)		**1**	**$2,200.00**	**$2,200.00**	**$1,034.00**	**$1,034.00**
4	**Knox Flair Guest Chairs** • Wood Back- Weathered Ash Coordinate • Upholstered Seat- Mometum Otto Flint- Grade 4		**2**	**$1,022.00**	**$2,044.00**	**$490.56**	**$981.12**
5	**Arwyn Single Seat Lounge - Cushion Back** • Momentum Hobnob Ash-Back Cushion • Faux felt Flannel-Seat • Metal Foot-Matte Black • No Power		**2**	**$2,749.00**	**$5,498.00**	**$1,319.52**	**$2,639.04**
6	**Arwyn Round End Table - Metal Legs - 22d x 22w x 21h** • Laminate Top-Weathered Ash • Metal Legs- Matte Black Finish		**1**	**$1,575.00**	**$1,575.00**	**$756.00**	**$756.00**
7	**Office Accessory Package** Includes: 3M Dual Monitor Arm, FloorTex Anti-Fatigue Mat, Rubbermaid Trash Receptacle 7gallon, Task Lighting		**1**	**$1,055.00**	**$1055.00**	**$591.99**	**$591.99**
						Suite 116 Karen	**$11,866.31**

Assistant Chief's Office-125,132,137



** Color renderings will appear slightly different than actual.*

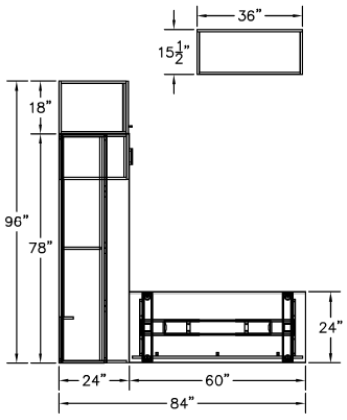
Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
ASSISTANT CHIEF OFFICES – Rooms 125, 132, 137							
1	**Desk Set-Up** Includes: • Vision 36" x 72" Single Ped Desk, Left Ped. w/Recessed Modesty • Vision 18d x 27w x 2 1/2h Center Drawer • Vision Laminate Adj. Hgt. Bridge/Table - Std Range - 24d x 46w x Adj. height • Vision 24"d x 36"w x 84"h Wardrobe Cabinet • Vision 24 x 72 Box/Box/File Pedestal Credenza, Right • Vision 72"w Double Height Storage Overhead Cabinet w/Four Glass Doors • Vision Tackboard for Front of Storage Overhead Cabinet, 70 1/8"w x 23"h	**ASST CHIEF - 125, 137** TFL Worksurface: Laminate Florence Walnut Color Eased Edge Bar Pull Handles Polished Nickel Hardware Color Scheme Box/Box/File (Standard) Matte Black Grommets	**2**	**$12,440.00**	**$24,880.00**	**$5,971.20**	**$11,942.40**
2	**Desk Set-Up** • Vision 30" x 72" Single Ped Desk, Left Ped. w/Recessed Modesty All other specs same as above for desk set-up.	**ASST CHIEF - 132**	**1**	**$12,412.00**	**$12,412.00**	**$5,957.76**	**$5,957.76**
3	**Proform high back chair with parallel stitch**. • Quick adjust synchro control with integrated seat slide. Black height adjustable roll back arms. Black nylon 5-star swivel base. Two toned grey and black all floor casters.		**3**	**$1,827.00**	**$5,481.00**	**$858.69**	**$2,576.07**
4	**Knox Flair Guest Chairs** • Wood Back-Florence Walnut Coordinate • Upholstered Seat- Momentum Otto Flint- Grade 4		**6**	**$1,022.00**	**$6,132.00**	**$490.56**	**$2,943.36**
5	**Native Round Table with X Base- 48d x 48w x 29 3/8h** • Eased Edge, Weathered Ash Laminate Top, Matte Black Legs		**3**	**$2,535.00**	**$7,605.00**	**$1,216.80**	**$3,650.40**
6	**Knox Flair Side Chairs** • Wood Back-Weather Ash Coordinate • Upholstered Seat- Momentum Otto Flint- Grade 4		**12**	**$1,022.00**	**$12,264.00**	**$490.56**	**$5,886.72**
7	**Office Accessory Package** Includes: 3M Dual Monitor Arm, FloorTex Anti-Fatigue Mat, Rubbermaid Trash Receptacle 7gallon, Task Lighting		**3**	**$1,055.00**	**$3165.00**	**$591.99**	**$1,775.97**
					Assistant Chief Office Total		**$34,732.68**



** Color renderings will appear slightly different than actual.*

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
Lieutenant/Supervisor 169/179							
1	**Desk Set-Up** Includes: • Vision 30" x 72" Single Ped Desk, (1) right (1) left • Vision 18"d x 27"w x 2 ½"h Center Drawer • Vision Laminate Adj. Hgt. Bridge/Table - Std Range – 24"d x 48"w x Adj. height • Vision 24 x 72 Credenza w/ B/B/F Ped • Vision 72"w Single hgt. Wall Mount Overhead Cabinet • Vision Tackboard for Front of Storage Overhead Cabinet, 70 1/8w x 23h • 24"x18"X84" Single Wardrobe w/ shelving kit (2)	TFL Worksurface: Laminate Florence Walnut Color Eased Edge Bar Pull Handles Polished Nickel Hardware Color Scheme Box/Box/File (Standard) Matte Black Grommets	2	**$10,230.00**	**$20,460.00**	**$4,910.40**	**$9,820.80**
2	**Genie with large "C" size seat.** • Black frame. Quick adjust synchro control with integrated seat slide. Black height adjustable roll back arms. Black nylon 5-star swivel base. Two toned grey and black all floor casters. No stitch pattern on seat. Black mesh. Upholstery: CF Stinson Staple, Raven (grade 1)		2	**$1,538.00**	**$3,076.00**	**$722.86**	**$1,445.72**
3	**Knox Flair Guest Chairs** • Wood Back- Weathered Ash Coordinate • Upholstered Seat- Momentum Otto Flint- Grade 4		**4**	**$1,022.00**	**$4,088.00**	**$490.56**	**$1,962.24**
4	**Office Accessory Package** Includes: 3M Dual Monitor Arm, FloorTex Anti-Fatigue Mat, Rubbermaid Trash Receptacle 7gallon, Task Lighting		**2**	**$1,022.00**	**$2044.00**	**$591.99**	**$1,183.98**

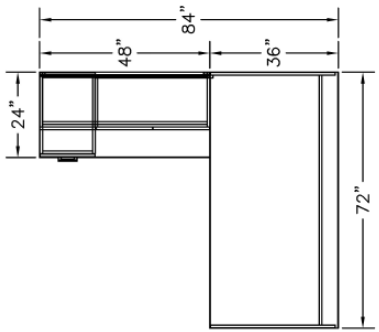
Lieutenant Office Total **$14,412.74**



** Color renderings will appear slightly different than actual.*

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
Lieutenant Office 124/126/134/138/139							
1	**Desk Set-Up** Includes: • Vision 30" x 60" Adj. Hght. Table Desk • Vision 18"d x 27"w x 2 ½"h Center Drawer • ViVision Box/Box/File Mobile Pedestal • 24"x78" Modular Credenza Top • Vision 72w Single hgt. Wall Mount Overhead Cabinet w/ glass doors • Vision Tackboard • 24"x18"X84" Single Wardrobe w/ shelving kit • (1) Left Support (4) Right Support	TFL Worksurface: Laminate Florence Walnut Color Eased Edge Bar Pull Handles Polished Nickel Hardware Color Scheme Box/Box/File (Standard) Matte Black Grommets	5	**$8,463.00**	**$42,315.00**	**$4,062.24**	**$20,311.20**
2	**Genie with large "C" size seat.** • Black frame. Quick adjust synchro control with integrated seat slide. Black height adjustable roll back arms. Black nylon 5-star swivel base. Two toned grey and black all floor casters. No stitch pattern on seat. Black mesh. Upholstery: CF Stinson Staple, Raven (grade 1)		5	**$1,538.00**	**$7,690.00**	**$722.86**	**$3,614.30**
3	**Knox Flair Guest Chairs** • Wood Back- Florence Walnut Coordinate • Upholstered Seat- Momentum Otto Flint- Grade 4		**10**	**$1,022.00**	**$10,220.00**	**$490.56**	**$4,905.60**
4	**Vision 2 Shelf Bookcase** Florence Walnut Laminate		**5**	**$883.00**	**$4,415.00**	**$423.84**	**$2,119.20**
5	**Office Accessory Package** Includes: 3M Dual Monitor Arm, FloorTex Anti-Fatigue Mat, Rubbermaid Trash Receptacle 7gallon, Task Lighting		**5**	**$1,022.00**	**$5,110.00**	**$591.99**	**$2,959.95**

Lieutenant Office Total $33,910.25



** Color renderings will appear slightly different than actual.*

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
Sergeant Office 127,129,130,135,175,176,208							
1	**Desk Set-Up** Includes: • Vision 36"x72" Desk Shell w/ Recessed Modesty Panel • Vision 18"d x 27"w x 2 ½"h Center Drawer • Vision Return, Box/Box/File (1) Right (1) Left • Vision 72w Single hgt. Wall Mount Overhead Cabinet, 3 doors • Vision Tackboard TFL Worksurface: Laminate Florence Walnut Color Eased Edge Bar Pull Handles Polished Nickel Hardware Color Scheme Box/Box/File (Standard) Matte Black Grommets		7	**$9,575.00**	**$67,025.00**	**$4,596.00**	**$32,172.00**
2	**Genie with large "C" size seat.** • Black frame. Quick adjust synchro control with integrated seat slide. Black height adjustable roll back arms. Black nylon 5-star swivel base. Two toned grey and black all floor casters. No stitch pattern on seat. Black mesh. Upholstery: CF Stinson Staple, Raven (grade 1)		7	**$1,538.00**	**$10,766.00**	**$722.86**	**$5,060.02**
3	**Knox Flair Guest Chairs** • Wood Back- Florence Walnut Coordinate • Upholstered Seat- Momentum Otto Flint- Grade 4 • Each office (2) seats except 208 (1) seat		**13**	**$1022.00**	**$13,286.00**	**$490.56**	**$6,377.28**
4	**Office Accessory Package** Includes: 3M Dual Monitor Arm, FloorTex Anti-Fatigue Mat, Rubbermaid Trash Receptacle 7gallon, Task Lighting		**7**	**$1,054.12**	**$7,378.84**	**$591.99**	**$4,143.93**

Sergeant Office Total **$47,753.23**

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
Conference Rooms 122,136,141							
1	**Room 122-Conference Table 14'** Includes: • (2) Power Data Units w/ HDMI Connection • (3) Standard Base Legs • Florence Walnut Finish		1	**$8,944.00**	**$8,944.00**	**$4,293.12**	**$4,293.12**
2	**Proform high back chair with parallel stitch**. • Conference control with seat slide. Black fixed cantilever arms. Black nylon 5-star swivel base. Two toned grey and black all floor casters. • Upholstery: Momentum Endurance EPU, Gull (grade 4) • Custom Embroidered logo; list includes $260 upcharge **This material needs to be tested		12	**$2,074.00**	**$24,888.00**	**$974.78**	**$11,697.36**
3	**Room 141-Conference Table 12'** Includes: • (1) Power Data Unit w/ HDMI Connection • (3) Standard Base Legs • Florence Walnut Finish		1	**$6,178.00**	**$6,178.00**	**$2,965.44**	**$2,965.44**
4	**Room, 136- Conference Table 7'** Includes: • (2) Standard Base Legs • Florence Walnut Finish		1	**$3,257.00**	**$3,257.00**	**$1,563.36**	**$1,563.36**
5	**Proform high back chair with parallel stitch**. • Conference control with seat slide. Black fixed cantilever arms. Black nylon 5-star swivel base. Two toned grey and black all floor casters. • Upholstery: Momentum Endurance EPU, Gull (grade 4)		16	**$1,814.00**	**$29,024.00**	**$852.58**	**$13,641.28**
6	 **Safco Open Top Dome Waste Receptacle SAF9639bl** Black		3	**$564.00**	**$1,692.00**	**$282.00**	**$846.00**

Conference Room Total **$35,006.56**

** Color renderings will appear slightly different than actual.*

Line #		Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
Admin-123								
1		**L-Shape Desk Set-Up** Includes: • Counter/Desk w/modesty panel- 120"x30" • Height Adj. Return 24"x48" • Florence Walnut Paint • Mobile Pedestal B/B/F • 2 drawer lateral file	**Admin-123**	**1**	**$7,957.00**	**$7,957.00**	**$2,695.43**	**$2,695.43**
2		**Genie with large "C" size seat.** • Black frame. Quick adjust synchro control with integrated seat slide. Black height adjustable roll back arms. Black nylon 5-star swivel base. Two toned grey and black all floor casters. No stitch pattern on seat. Black mesh. Upholstery: CF Stinson Staple, Raven (grade 1)		1	**$1,538.00**	**$1,538.00**	**$722.86**	**$722.86**
3		**HON Brigade 800 Series File Cabinet** • Fossil Paint • Locking		**1**	**$3,198.00**	**$3,198.00**	**$1,087.32**	**$1,087.32**
4		**VIA Vista II Guest Chair.** • All upholstered-Staple Raven		**1**	**$629.00**	**$629.00**	**$295.63**	**$295.63**
5		**Office Accessory Package** Includes: 3M Dual Monitor Arm, FloorTex Anti-Fatigue Mat, Rubbermaid Trash Receptacle 7gallon		**1**	**$1,055.00**	**$527.06**	**$332.26**	**$332.26**
6		**Grove Single Seat Lounge Chair** • Fabric: Vinyl, BONE • Legs: Laminate, Florence Walnut		2	**$2,060.00**	**$2,060.00**	**$762.20**	**$1,524.40**
7		**HON Round Occasional Table** • 24" diameter Laminate: Florence Walnut Legs: Black finish	**QuarterMaster-157**	**1**	**$1,405.00**	**$1,405.00**	**$519.85**	**$519.85**
8		**HON Height Adjustable Workstation** 70Wx22D, T-leg Includes mobile B/B/F with cushion, Wire management		1	**$2,805.00**	**$2,805.00**	**$931.61**	**$931.61**
9		**Office Accessory Package** Includes: 3M Single Monitor Arm, FloorTex Anti-Fatigue Mat, Rubbermaid Trash Receptacle 7gallon		**1**	**$435.62**	**$435.62**	**$217.81**	**$217.81**
10		**Flagship Cabinet 64 ½" w/storage bins on casters** • Fossil Paint • Includes 18 Preconfigured Bins		**1**	**$1,575.00**	**$1,575.00**	**$795.00**	**$795.00**
11		**Flagship Cabinet 39" w/storage bins on casters** • Fossil Paint • Includes 10 Preconfigured Bins • Laminate Top-Florence Walnut		**2**	**$1,575.00**	**$3,150.00**	**$700.15**	**$1,400.30**
12		**HON Ignition Low Back Stool-No arms** • Mesh Back		**1**	**$798.00**	**$798.00**	**$295.26**	**$295.26**
							Admin & QM Total	**$10,817.73**

15 Workstations

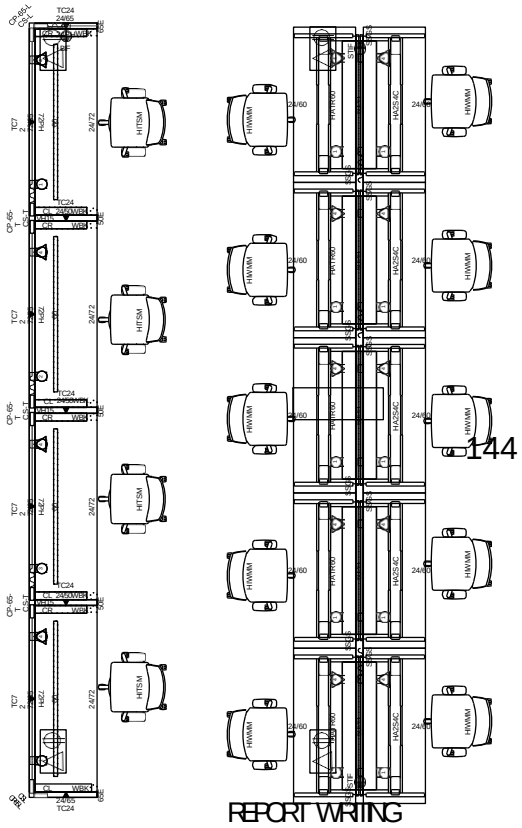
Single Workspace w/
transaction ledge

** Color renderings will appear slightly different than actual.*

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
CID-133							
1	**8'x8' Workstations w/ Glass Tops** Includes: • Florence Walnut Laminate, Fossil Paint • B/B/F Ped. • Overhead Storage • Single Wardrobe Cabinet • 46"x28" Height Adj. Work Surface • One station includes transaction ledge		**15**	**$24,981.00**	**$231,245.00**	**$8,302.96**	**$76,631.47**
2	**Genie with large "C" size seat.** • Black frame. Quick adjust synchro control with integrated seat slide. Black height adjustable roll back arms. Black nylon 5-star swivel base. Two toned grey and black all floor casters. No stitch pattern on seat. Black mesh. Upholstery: CF Stinson Staple, Raven (grade 1)		15	**$1,538.00**	**$1,538.00**	**$722.86**	**$10,842.90**
3	**VIA Vista II Guest Chair.** • All upholstered-Staple Raven		**15**	**$629.00**	**$12,580.00**	**$295.63**	**$4,434.45**
4	**Office Accessory Package** Includes: 3M Single Monitor Arm, FloorTex Anti-Fatigue Mat, Rubbermaid Trash Receptacle 7gallon, Double Black Coat Hook		**15**	**$1,055.00**	**$527.06**	**$250.71**	**$3,760.65**
5	**Safco Open Top Waste Receptacle-SAF9920bl**		1	**$709.00**	**$709.00**	**$425.40**	**$425.40**

CID 133 Total **$96,094.87**

Patrol/Report Writing 144



Because of counter height worksurfaces needing to be mounted with cantilevers and panel run needing floor support, wing panels are required.

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
Patrol 142/144							
		Report Writing 144					
1	**24”x60” Double Sided Height Adj. Workstations** Includes: • Florence Walnut Laminate • Fossil Paint • Includes (5) privacy panels • Includes Wire Management		**10**	**$11,335.00**	**$52,163.00**	**$3,638.52**	**$16,744.29**
	24”x72” Counter Height Fixed Workstations		**5**				
2	 **HON Ignition Task Chair** • Mesh Back, Black Vinyl Seat		10	**$821.00**	**$8,210.00**	**$303.77**	**$3,037.70**
3	 **HON Ignition Task Stool** • Mesh Back, Black Vinyl Seat		5	**$883.00**	**$4,415.00**	**$326.71**	**$1,633.55**
4	 **Safco Open Top Waste Receptacle-SAF9920bl**		1	**$709.00**	**$709.00**	**$425.40**	**$425.40**
		Patrol 142-Seating Only					
5	 **HON Ignition Task Chair** • Mesh Back, Black Vinyl Seat		2	**$821.00**	**$1,642.00**	**$303.77**	**$607.54**
						Patrol 142/144 Total	**$22,448.48**

** Color renderings will appear slightly different than actual.*

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
Patrol 145							
1	**L Shape Workstation- Height Adjustable,** Includes: • 24"x72" Hght. Adj., 24"x60" Fixed Counter • Florence Walnut Laminate, Fossil Paint • Mobile B/B/F w/cushion • Mounted Overhead Storage • Task Lighting		**4**	**$6,877.00**	**$27,508.00**	**$2,423.07**	**$9,692.28**
2	 **Genie with large "C" size seat.** • Black frame. Quick adjust synchro control with integrated seat slide. Black height adjustable roll back arms. Black nylon 5-star swivel base. Two toned grey and black all floor casters. No stitch pattern on seat. Black mesh. Upholstery: CF Stinson Staple, Raven (grade 1)		4	**$1538.00**	**$6,152.00**	**$722.86**	**$2,891.44**
3	**Single Wardrobe** Florence Walnut Laminate, Fossil Paint		8	**$1,644.00**	**$13,152.00**	**$596.77**	**$4,774.16**
4	**Preside 48" Round Table with X Base** Florence Walnut Laminate Top Black legs		1	**$1,310.00**	**$1,310.00**	**$529.24**	**$529.24**
5	 **VIA Vista II Guest Chair.** • All upholstered-Staple Raven		**4**	**$629.00**	**$2516.00**	**$295.63**	**$1,182.52**
6	**Office Accessory Package** Includes: 3M Dual Monitor Arm, FloorTex Anti-Fatigue Mat, Rubbermaid Trash Receptacle 7gallon		**4**	$664.52	**$2,658.08**	**$332.26**	**$1,329.04**

Patrol Sergeant Office **$20,398.68**

** Mobile Ped and HON chair not in quote.*

** Color renderings will appear slightly different than actual.*

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
Evidence 177, 182							
		Evidence 177					
1	**72" x 72" Height Adj. Workstations** Includes: • 22"x46" Hght. Adj., 24"x72" Return Counter • Florence Walnut Laminate, Fossil Paint • Includes B/B/F Ped • Overhead Storage, glass top panel • Task Lighting		**2**	**$9,749.00**	**$24,159.00**	**$3,180.51**	**$7,857.22**
2	**Genie with large "C" size seat.** • Black frame. Quick adjust synchro control with integrated seat slide. Black height adjustable roll back arms. Black nylon 5-star swivel base. Two toned grey and black all floor casters. No stitch pattern on seat. Black mesh. Upholstery: CF Stinson Staple, Raven (grade 1)		2	**$1,538.00**	**$3,076.00**	**$722.86**	**$1,445.72**
3	**Office Accessory Package** Includes: 3M Dual Monitor Arm, FloorTex Anti-Fatigue Mat, Rubbermaid Trash Receptacle 7gallon, Double Coat Hook Black		**2**	$730.32	**$1,460.64**	**$365.16**	**$730.32**
4	**Safco Open Top Waste Receptacle-SAF9920bl**		1	**$709.00**	**$709.00**	**$425.40**	**$425.40**
		Evidence Pick-Up 182					
5	**Via Chico bench 60" long.** • Brushed loop leg base. • Upholstery: Whisper, Charcoal (Grade B)		1	**$2,920.00**	**$2,920.00**	**$1,372.40**	**$1,372.40**
					Evidence Office		**$11,831.06**

Color renderings will appear slightly different than actual.

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
Records 187/188							
		Records 187					
1		**96" x 72" Height Adj. Workstations** Includes: • 22"x46" Hght. Adj., 24"x96" Return Counter • Florence Walnut Laminate, Fossil Paint • Includes B/B/F Ped • Overhead Storage, glass top center panel • Task Lighting	**4**	**$11,136.00**	**$44,662.00**	**$3,641.28**	**$14,565.13**
2		**Genie with large "C" size seat.** • Black frame. Quick adjust synchro control with integrated seat slide. Black height adjustable roll back arms. Black nylon 5-star swivel base. Two toned grey and black all floor casters. No stitch pattern on seat. Black mesh. Upholstery: CF Stinson Staple, Raven (grade 1)	4	**$1,538.00**	**$6,152.00**	**$722.86**	**$2,891.44**
3		**Office Accessory Package** Includes: 3M Dual Monitor Arm, FloorTex Anti-Fatigue Mat, Rubbermaid Trash Receptacle 7gallon, Double Coat Hook Black	**4**	$730.32	**$2,921.28**	**$365.16**	**$1,460.64**
4		**HON Brigade 800 Series File Cabinet** • Fossil Paint • Locking	**3**	**$3,198.00**	**$9,594.00**	**$1,087.32**	**$3,261.96**
		Records 188					
5		**Genie with large "C" size seat.** • Black frame. Quick adjust synchro control with integrated seat slide. Black height adjustable roll back arms. Black nylon 5-star swivel base. Two toned grey and black all floor casters. No stitch pattern on seat. Black mesh. Upholstery: CF Stinson Staple, Raven (grade 1)	3	**$1,538.00**	**$3,076.00**	**$722.86**	**$2,168.58**
6		**Rubbermaid 7-gallon Waste Receptacle**	**1**	**$25.98**	**$25.98**	**$12.99**	**$12.99**
					Records 187/188 Total		**$24,360.74**

** Color renderings will appear slightly different than actual.*

Line #		Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
SID 206 & Vehicle Processing 209								
			SID 206					
1		**72" x 72" Height Adj. Workstations** Includes: • 22"x46" Hght. Adj., 24"x72" Return Counter • Florence Walnut Laminate, Fossil Paint • Includes Mobile B/B/F Ped w/ cushion • Overhead Storage, glass top center panel • Task Lighting • Single Wardrobe Cabinet		**4**	**$14,955.00**	**$48,064.00**	**$4,984.13**	**$15,886.67**
2		**Genie with large "C" size seat.** • Black frame. Quick adjust synchro control with integrated seat slide. Black height adjustable roll back arms. Black nylon 5-star swivel base. Two toned grey and black all floor casters. No stitch pattern on seat. Black mesh. Upholstery: CF Stinson Staple, Raven (grade 1)		4	**$1,538.00**	**$6,152.00**	**$722.86**	**$2,891.44**
3		**Office Accessory Package** Includes: 3M Dual Monitor Arm, FloorTex Anti-Fatigue Mat, Rubbermaid Trash Receptacle 7gallon,		**4**	$664.52	**$2,658.08**	**$332.26**	**$1,329.04**
			Vehicle Processing 209- Seating Only					
4		**SAFCO Task Master Industrial Series** • Black Frame • No Arms		1	**$1,313.00**	**$1,313.00**	**$722.15**	**$722.15**

SID & Vehicle Processing Total **$20,829.03**

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
Training Rooms- 105,140,217-218							
1		**Native Mobile Lectern w/ Storage- 140** • Laminate-Weathered Ash • No Power • Casters	1	**$3,929.00**	**$7,858.00**	**$1,885.92**	**$3,771.84**
		1a Custom Lectern to match-Laminate105 • With Acrylic logo	1	**$10,500.00**	**$10.500.00**	**$7,550.00**	**$7,550.00**
2		**Room 105-Table X Nesting Training Tables 24"x72"** • Power Module • Standard Laminate • Black Legs-Hard Casters	15	**$2,186.40**	**$32,796.00**	**$1,093.20**	**$16,398.00**
3		**Rooms 140,217 Table X Nesting Training Tables 24"x72"** • Standard Laminate • Black Legs-Hard Casters • No Power	14	**$1,831.00**	**$25,634.00**	**$915.50**	**$12,817.00**
4		**Rooms 105,140 HON Motivate Nesting Chair** • Flex Poly Back- HON Loft • Upholstered Seat-HON Onyx • Black Frame on casters	**90**	**$673.00**	**$60,570.00**	**$249.01**	**$22,410.90**
5		**Rooms 217 HON Motivate Stacking Chair** • Flex Poly Back- HON Loft • Upholstered Seat-HON Onyx • Sled Base • Carton/4	**5**	**$1,367.00**	**$6,835.00**	**$505.79**	**$2,528.95**
		6a Rooms 217 HON Motivate Stacking Cart	**1**	**$602.00**	**$602.00**	**$222.74**	**$222.74**
6		**Safco Open Top Waste Receptacle- SAF9920bl** Black	3	**$709.00**	**$2,127.00**	**$425.40**	**$1,276.20**
						Training Room(s) Total	**$65,089.71**

Line #		Tag	Qty	List	Ext List	Sell	Ext Sell

Additional Spaces

CIRCULATION 121

1		**Arwyn Mid Back Crossover Lounge with 4 Star Base** – 30 1/2d x 28w x 33h • Momentum Tanner Blazer Vinyl- Grade D	**2**	**$2,048.00**	**$4,096.00**	**$983.04**	**$1,966.08**
2		**Prost Small Cylinder Table with 3" Plinth-** • 18d x 18w x 21h • Florence Walnut Finish	**1**	**$1,273.00**	**$1,273.00**	**$611.04**	**$611.04**
3		**Safco Open Top Waste Receptacle-SAF9920bl**	**1**	**$709.00**	**$709.00**	**$425.40**	**$425.40**

Outdoor-Circulation Entrance

4		**Safco EVOS Steel 38 Gallon Waste Container SAF9934bl**	**1**	**$1,297.00**	**$1,297.00**	**$778.20**	**$778.20**

Quiet Room 164

5		**LESRO LUX Lounge Seat** • Bariatric Chair-750lb weight capacity • Back and Seat-Havana Oatmeal-Grade 4 • Arms- Twist Flannel Vinyl- Grade 4	**1**	**$3,065.00**	**$3,065.00**	**$1,350.50**	**$1,350.50**
6		**Prost Small Cylinder Table with 3" Plinth-** • **24**d x 24w x 21h • Florence Walnut Finish	**1**	**$1,629.00**	**$1,629.00**	**$781.92**	**$781.92**
7		**Otto Light-Desk Lamp**	**1**	**$164.98**	**$164.98**	**$119.99**	**$119.99**

Training Room(s) Total $6,033.13

Line #		Tag	Qty	List	Ext List	Sell	Ext Sell
Lobby 101/Front Entrance							
Lobby 101							
1		**Via Chico bench 60" long.** • Brushed loop leg base. • Upholstery: Whisper, Charcoal (Grade B)	**2**	**$2,920.00**	**$5,840.00**	**$1,372.40**	**$2,744.80**
2		**Via Chico bench 40" long.** • Brushed loop leg base. • Upholstery: Whisper, Charcoal (Grade B)	**2**	**$2,600.00**	**$5,200.00**	**$1,222.00**	**$2,444.00**
3		**Safco Open Top Waste Receptacle-SAF9920bl**	**1**	**$709.00**	**$709.00**	**$425.40**	**$425.40**
Outdoor-Front Entrance							
4		**Safco EVOS Steel 38 Gallon Waste Container**	**1**	**$1,297.00**	**$1,297.00**	**$778.20**	**$778.20**

Lobby Total **$6,392.40**

Line #		Tag	Qty	List	Ext List	Sell	Ext Sell
Interview Rooms 110,111,112							
1		**Room 110** **36"x72" D Shaped Table-Mounted** • Black Laminate Top, Black Leg	**1**	**$1,400.00**	**$1,400.00**	**$700.00**	**$700.00**
2		**Room 111/112** **30" Sqircle Table** • Black Laminate Top • Steel Base- Black	**2**	**$993.00**	**$1,986.00**	**$496.50**	**$993.00**
3		**HON Motivate Stacker** • Poly Onyx Back • Black frame, Sled base • Carton/4	**2**	**$1,367.00**	**$2,734.00**	**$505.79**	**$1,011.58**
4		**HON Flock Ottoman** • Vinyl Fabric-Primary Colors	**2**	**$1,037.00**	**$2,074.00**	**$418.95**	**$837.90**
5		**HON Flock Mini Square** • Vinyl Fabric-Primary Colors	**2**	**$636.00**	**$1,272.00**	**$256.94**	**$513.88**

Interview Room(s) Total **$4,056.36**

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
Breakroom 161							
1	**30”x60” Rectangle Table** • White Laminate Top • Black T-base Legs		**2**	**$993.00**	**$1,986.00**	**$496.50**	**$993.00**
2	**30” Café Height Table** • Black Laminate Top • Black X Base Leg		**4**	**$888.00**	**$2,664.00**	**$444.00**	**$1,776.00**
3	**Ruck Stool** • HON Charcoal Laminate Back • Silver Texture Base		11	**$709.00**	**$7,799.00**	**$286.44**	**$3,150.84**
4	**Ruck Chair** • HON Charcoal Laminate Back • Silver Texture Base		8	**$591.00**	**$4,728.00**	**$238.76**	**$1,910.08**
5	**Safco Open Top Waste Receptacle-SAF9920bl**		2	**$709.00**	**$1418.00**	**$425.40**	**$850.80**

See next page for total

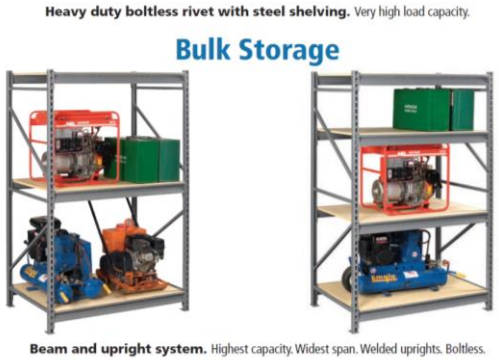
Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
Outdoor Breakroom							
1	**Tahoe Bench w/ Back Rest** • Faux Natural Wood • White Legs		**1**	**$3,897.00**	**$3,897.00**	**$2,521.59**	**$2,521.59**
2	**Tahoe Backless Bench** • Faux Natural Wood • White Legs		**1**	**$2,692.00**	**$2,692.00**	**$1,741.88**	**$1,741.88**
3	**Tahoe Rectangular Table** • Faux Natural Wood • White Legs		1	**$4,082.00**	**$4,082.00**	**$2641.29**	**$2641.29**
4	**Sierra Round Table** • White Paint		3	**$2,360.00**	**$7,080.00**	**$1,527.06**	**$4,581.18**
5	**Splash Air Stackable Chair** Armless Blue Paint		12	**$601.00**	**$7,212.00**	**$388.88**	**$4,666.56**
6	**Tahoe Littler Bin** Faux Wood White Paint		2	**$3820.00**	**$7,640.00**	**$2,471.76**	**$4,943.52**
						Freight Estimate	$2,675.00

Breakroom & Outdoor Total **$32,451.74**

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
Dispatch Seating 163,171							
1	**Dispatch 163** **Concept Seating** 24/7 3150 HR Operator Chair • Includes customization		6	**$3,347.50**	**$20,085.00**	**$1,673.75**	**$10,042.50**
2	**Dispatch 171** **Concept Seating** 24/7 3150 HR Operator Chair		1	**$3,247.50**	**$3,247.50**	**$1,623.75**	**$1,623.75**
3	**Rubbermaid 7-gallon Waste Receptacle**		**7**	**$25.98**	**$181.86**	**$12.99**	**$90.93**

Dispatch Total **$11,575.18**

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
Shelving							



1	**Tennsco Z-Line Shelving, 36”wx24”dx84”h** **Armory 204** • Extra Heavy Duty- Shelf Capacity 2500lbs. • Particle Board Shelves • 4 shelves • Medium Gray Paint	**6**	**$884.86**	**$5,309.16**	**$442.43**	**$2,654.56**
2	**Tennsco Z-Line Shelving** General Storage 180 , 36w”x24”dx84”h General Storage 180, 48”w x 24”d x 84”h All Units Below- 48”wx 24”d x 84”h Storage 210 Long Term Storage 211 (4) Property Storage 212 (4) Tactical Storage 213 (2) Tactical Storage 215 (2) • Heavy Duty- Shelf Capacity 2000lbs. • Particle Board Shelves • 4 shelves • Medium Gray Paint	**2** **2** **13**	**$705.88** **$757.64** **$757.64**	**$1,411.76** **$1,515.28** **$9,849.32**	**$352.94** **$378.82** **$378.82**	**$705.88** **$757.64** **$4,924.66**

Freight Estimate	$1,125.00
Shelving Total	**$10,167.79**

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell
Additional Waste Receptacles							
1		**Safco Open Top Waste Receptacle-SAF9920bl** • **Copy Room 107- (1)** • **Work Room 168- (1)** • **Work Counter 181- (1)**	**3**	**$709.00**	**$2,127.00**	**$425.40**	**$1,726.20**
2		**Safco EVOS Steel 38 Gallon Waste Container Outdoor Entrance-Back Parking Lot**	**1**	**$1,297.00**	**$1,297.00**	**$778.20**	**$778.20**
3		**Safco Step On Waste Receptacle 23-gallon, plastic** • **Water Station 147 (1)** • **Locker Room 151 (1)** • **Water Station 156 (1)** • **Gym 200 (1)** • **Vehicle Processing 209 (1)** • **Swat Locker Room 216 (1)** • **Equipment Bay 214 (1)**	**7**	**$198.00**	**$1,386.00**	**$118.80**	**$831.60**

Waste Receptacles Total **$2,886.00**

Line #	Part Number	Tag	Qty	List	Ext List	Sell	Ext Sell

1	**3’x4’ Waterhog Indoor/Outdoor Mat with Sherman Logo**	**1**	**$569.12**	**$569.12**	**$284.56**	**$284.56**
2	**4’x6’ Waterhog Indoor/Outdoor Mat with Sherman Logo**	**1**	**$761.00**	**$761.00**	**$380.50**	**$380.50**
3	**4’x8’ Waterhog Indoor/Outdoor Mat with Sherman Logo**	**1**	**$1,151.43**	**$1,151.43**	**$575.71**	**$575.71**
4	**6’x10’ Waterhog Indoor/Outdoor Mat with Sherman Logo**	**1**	**$1,713.86**	**$1,713.86**	**$856.93**	**$856.93**

Freight Estimate $155.00

Logo Mat Total **$2,252.70**

Project Cost Summary

Room Title	Room Numbers	Total
Conference Rooms (3)	122/136/141	$ 35,006.56
Training Rooms (3)	105/140/218	$ 65,089.71
Break Room & Outdoor BR	161	$ 32,451.74
Chief Suite	116/117	$ 30,549.60
Asst Chief	125/132/137	$ 34,732.68
Sergeant Offices	127/129/130/175/176/208	$ 47,753.23
Leiutenant Offices	124/126/134/135/138/139/169/179	$ 33,910.25
LT Supervisor Offices	169/179	$ 14,412.74
Additional Spaces	121/164	$ 6,033.13
Lobby & Front Ent.	101	$ 6,392.40
Admin/QM	123/157	$ 10,817.73
Interview Rooms	110/111/112	$ 4,056.36
CID 133	133	$ 96,094.87
Patrol Workstation	144/142	$ 22,448.48
Evidence	177	$ 11,831.06
Records	187/188	$ 24,360.74
Sergeant Patrol	145	$ 20,398.68
SID/Vehicle Processing	206/209	$ 20,829.30
Dispatch seating	169/171	$ 11,575.18
Waste Receptacles	misc.	$ 2,886.00
Industrial Shelving	misc.	$ 10,167.79
Logo Mats	misc.	$ 2,252.70
	misc.	$ 1,469.30
Delivery and Install	fees	$ 64,829.57
Design Fees	fees	$ 7,800.00
		$ 618,149.80

Sherman Police Department Headquarters
Expected Completion Date February 2023

Vendor	Contract Name	Contract Number	Quote Number		Amount
Business Essentials	TIPS Furniture	200301	53395-0	$	195,223.71
Jasper Group (JSI)	Omnia Furniture	R190806	JG22-3280.9	$	149,211.84
HON Company	Omnia Furniture	R191804	SQFQG000305-1	$	197,057.25
VIA Seating	TIPS Furniture	200301	NB-080422-01	$	76,657.00
			Total	**$**	**618,149.80**

Delivery and Install included during normal business hours Monday through Friday. After hours will incur additional fees.
Delivery schedule based on completion of building and occupancy. Should building completion come behind schedule, additional storage fees may occur.
All items are custom and are not eligible for return.
Warranty subject to each manufacturer's guidelines.

All purchase orders will be submitted to:

Business Essentials
Attn: Cindy Crumpton
Email:cindyc@beofficesupply.com
P.O. Box 752
Grapevine, TX 76099

As always, we thank you for your business!

Account Representative:
Larry Carruth
lcarruth@beofficesupply.com

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 6.**

Meeting Date: 08/15/2022
Prepared By: Linda Ashby, City Clerk
Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6943***

Authorizing Execution of a Joint Election Agreement with Grayson County, Texas, to Hold a Joint Election on November 8, 2022

Issue:

To approve an agreement for a Joint Election between the City of Sherman and Grayson County on November 8, 2022

Background:

The City's Regular Municipal Election is held on the first Tuesday after the first Monday in November of each year. The City's Elections are held in conjunction with the Grayson County Election, which will allow for one ballot and make voting easier for the citizens. It also reduces the cost of holding the Election for the City.

Origination:

The request originated with the City Clerk's Office.

Financial Consideration:

Cost for the Election is usually around $15,000.

Staff Recommendation:

It is recommended that the City Council approve the Joint Election Agreement.

Alternatives:

The alternative is for each entity to conduct its own Election.

Attachments

Resolution No. 6943
Joint Election Agreement

RESOLUTION NO. 6943

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A JOINT ELECTION AGREEMENT WITH GRAYSON COUNTY, TEXAS, TO HOLD A JOINT ELECTION ON NOVEMBER 8, 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 the Mayor be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Grayson County, Texas, to hold a joint election on November 8, 2022, in accordance with the terms and provisions of the agreement 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 COUNICL OF THE CITY OF SHERMAN, TEXAS on this the 15th day of August, 2022.

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

JOINT ELECTION AGREEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GRAYSON §

PARTIES

THIS AGREEMENT is entered into by and between the **CITY OF SHERMAN** (CITY) and **GRAYSON COUNTY** (COUNTY) under the authority of Section 271 of the Texas Election Code.

PURPOSE

The CITY and COUNTY hereby contract and agree to hold a joint election on the 8th day of November 2022, and thereby reduce their costs, expenses and work force requirements.

DESIGNATION OF VOTE CENTERS

The CITY and COUNTY shall designate, secure, and share common countywide polling places as required pursuant to Texas Election Codes 42.002, 43.004 and 43.007(e).

COMMON BALLOT

The ENTITY and COUNTY shall share a common ballot and equipment. Equipment that will be used in this election will include Election Systems and Software ExpressVote ballot marking devices and DS200 tabulating scanners. Votec electronic poll book equipment will be used to qualify voters to vote.

The CITY shall provide ballot language and ballot order to COUNTY in English and Spanish on or before August 31, 2022. The CITY will proof, in a timely manner, all ballot language. Proofs will be submitted prior to ballots being printed and equipment tested.

SUPPLIES, EQUIPMENT AND PAYMENT OF WORKERS

For the performance of duties and services and the providing of equipment and supplies, the CITY shall pay the COUNTY for the actual expenses incurred which are directly attributable to their portion of the election, in accordance with Section 31.100, Texas Election Code. Expenses include, without limitation, the costs of election supplies, newspaper notice publication, use of voting machines and equipment, wages and salaries of all election workers, programming the ballot, ballot printing costs, logic and accuracy testing, voting machines and equipment transportation.

COUNTY will be responsible for appointing all election judges, clerks, and workers necessary for this joint election. COUNTY shall be responsible for issuing payment for all such costs and expenses of the election judges, clerks, and workers for the joint election.

Election Judges and members of the ballot board receive $12.00 per hour for services rendered. Alternate election judges receive $11.00 per hour for services rendered. Election clerks receive $10.00 per hour for services rendered. Each ENTITY will incur a pro rata share of worker expenses.

For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the CITY shall pay the COUNTY a fee of 10% of the total amount of the contract (but not less than $75) in accordance with Section 31.100(d), Texas Election Code.

EARLY VOTING

Early Voting shall be held during the period of October 24, 2022, through November 4, 2022. The Grayson County Elections Administrator (EA) shall serve as Early Voting Clerk for the joint election and oversee all aspects of early voting by personal appearance and by mail.

The Joint Early Voting Clerk shall conduct and supervise the early voting procedures of those individuals voting by personal appearance. The main early voting location is 115 W. Houston St., Sherman, Texas, 75090.

The Joint Early Voting Clerk will process all requests for applications for mail ballots. The Joint Early Voting Clerk shall (1) mail an application for such ballot; (2) verify qualifications to vote as stated on the application; (3) mail a ballot to the applicant; (4) receive the mailed-in ballot; (5) verify the information appearing on the outside of the Early Voting mail ballot envelope; and (6) process the ballot as required by law.

Applications for ballot by mail shall be submitted to: Early Voting Clerk, Grayson County Elections, 115 W. Houston St., Sherman, Texas, 75090. The deadline for the early voting clerk to receive an application to vote by mail is October 28, 2022.

ELECTION RECORDS

Each ENTITY will be custodian of individual records for their particular entity. Forms and records for the joint election will be combined wherever possible and stored for the mandated length of 22 months at Grayson County Elections Administration, 115 W. Houston St., Sherman, Texas, 75090.

LEGAL NOTICES

COUNTY shall publish all legal notices required by law for the joint election. The CITY will publish additional required notices at their own expense.

CANVASSING THE RETURNS

The CITY and COUNTY shall be responsible for canvassing their own returns at their own expense. The COUNTY will provide canvassing reports to all entities no later than November 18, 2022.

BINDING AUTHORITY

By their signatures below, the individuals represent that they have express authority to enter into this agreement.

GENERAL PROVISIONS

In the event of a contested election, the CITY agrees to provide competent legal counsel representation for the EA and staff, covering any and all legal fees and costs as a result of this elections process.

In the event of a recount, CITY agrees to reimburse any expenses incurred by the EA's office not covered by the charges assessed to the person requesting the recount. This would include, but not be limited to the compensation costs of any Grayson County Election personnel required to work beyond regular office hours in order to conduct said recount of this election. The recount shall take place at the EA's office and the EA's office shall assist the Recount Supervisor and/or Recount Coordinator in the completion of the recount.

The CITY agrees to save and hold harmless the COUNTY from any and all claims arising out of the failure or omission of the CITY to perform its obligations under this contract.

The COUNTY agrees to save and hold harmless the CITY from any and all claims arising out of the failure or omission of the COUNTY to perform their obligations under this contract.

Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the November 8, 2022 Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.

Upon request, the EA shall provide copies of all invoices, cost reports and other charges incurred in the process of administering said election for the CITY.

The EA shall file copies of this contract with the County Auditor and the County Treasurer of Grayson County, Texas.

If any CITY cancels their election pursuant to Section 2.05 of the Texas Election Code, they will not be liable for any further costs incurred by the COUNTY in conducting the November 8, 2022 Election.

EFFECTIVE DATE

This agreement shall become effective upon its signing and approval of the respective City Council and County Commissioners Court.

LAST SIGNED this the _____ day of _____, 2022.

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 PITMANN

GRAYSON COUNTY, TEXAS

BY: _____
BILL MAGERS
COUNTY JUDGE

ATTEST:

BY: _____
DEANA PATTERSON
COUNTY CLERK

APPROVED:

BY: _____
CRAIG PRICE
ASST. DISTRICT ATTORNEY

EXHIBIT "A"

JOINT ELECTION – NOVEMBER 8, 2022

Grayson County
City of Sherman
Grayson County College

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 7.**

Meeting Date: 08/15/2022
Prepared By: Moises Duran, Community Planning Coordinator
Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6944***

Authorizing the Execution of a Mutual Aid Agreement with the City of Durant, Oklahoma

Issue:

This agenda item is to consider the adoption of a Mutual Aid Agreement for reciprocal aid and assistance during emergencies, where the resources of a single jurisdiction or organization are insufficient or inappropriate for the tasks that must be performed to control the situation. This agreement defines the procedures for requesting and providing mutual aid.

Background:

Local and regional emergencies often require assistance beyond local capabilities. In 2008, EMS units from Durant and Bryan County responded to assist with the care and transport of many of the victims of the tour bus accident. The high number of wild land fires in 2011 required assistance from local and regional resources, many from a greater distance that what is available across our border with Oklahoma.

Existing fire mutual aid agreements exist for cities within Grayson County. The Texas Local Government Code provides for requests for assistance within the State of Texas, but does not cover response out of State.

Working with local fire and EMS providers, as well as local and State police agencies in Texas and Oklahoma, both states have agreed to a standard Mutual Aid Agreement for counties that border Texas and Oklahoma. The proposed agreement would provide for requesting and accepting assistance from the City of Durant, Oklahoma. Eventually, mutual aid agreements will be considered for Bryan County and the Tribal Nations.

Origination:

City of Durant, Oklahoma
Moises Duran, Emergency Management Coordinator

Financial Consideration:

The proposed agreement would provide for the responding agency to request reimbursement for expenses related to response. While most agencies elect not to bill for these services, this provision would allow Sherman to seek federal funding if a declaration of disaster is made. Local and regional mutual aid agreements are required in order for Sherman to be eligible for State Homeland Security Program grant funding.

Staff Recommendation:

Staff recommendation is to approve the mutual aid agreement with the City of Durant

Alternatives:

As Directed by Council

Attachments

Resolution No. 6944

Mutual Aid Agreement

RESOLUTION NO. 6944

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A MUTUAL AID AGREEMENT WITH THE CITY OF DURANT, OKLAHOMA; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to execute a Mutual Aid Agreement between the City of Sherman and City of Durant, Oklahoma, in the same form as the Agreement attached hereto and made a part here of for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 15th day of August, 2022.

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

MUTUAL AID AGREEMENT - City of Durant

SECTION 1. This act may be cited as the Mutual Aid Agreement.

SECTION 2. The City Council of Durant, Oklahoma hereby authorizes the City Manager to enter into this agreement on behalf of the City of Durant, Oklahoma with The City of Sherman, Texas, legally joining therein, in the form substantially as follows:

SECTION 3. The City of Sherman, Texas hereby authorizes _____ to enter into this agreement on behalf of the City of Sherman, Texas with The City of Durant, Oklahoma, legally joining therein, in the form substantially as follows:

Articles of Agreement

ARTICLE I - PURPOSE AND AUTHORITIES

This Agreement is made and entered into by and between the participating Member Cities which enact this Agreement, hereinafter called party cities. The purpose of this Agreement is to provide for mutual assistance between the cities entering into this Agreement in managing any emergency or disaster that has not been declared by the governor of the affected city(cities), whether arising from natural disaster, technological hazard, and man-made disaster, civil emergency aspects of resources shortages, community disorders, insurgency, or enemy attack. This Agreement shall also provide for mutual cooperation in emergency-related exercises, testing, or other training activities using equipment and personnel simulating performance of any aspect of the giving and receiving of aid by party cities or subdivisions of party cities during emergencies, such actions occurring outside actual declared emergency periods.

ARTICLE II - GENERAL IMPLEMENTATION

Each party city entering into this Agreement recognizes many emergencies transcend political jurisdictional boundaries and that intergovernmental coordination is essential in managing these and other emergencies under this Agreement. Each city further recognizes that there will be emergencies which require immediate access and present procedures to apply outside resources to make a prompt and effective response to such an emergency. This is because few, if any; individual cities have all the resources they may need in all types of emergencies or the capability of delivering resources to areas where emergencies exist. The prompt, full, and effective utilization of resources of the participating cities, including any resources on hand or available from any other source, that are essential to the safety, care, and welfare of the people in the event of any emergency, shall be the underlying principle on which all articles of this Agreement shall be understood. On behalf of the governing body of each city participating in the Agreement, the legally designated city official who is assigned responsibility for emergency management will be responsible for formulation of the appropriate inter-city mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE III - PARTY CITY RESPONSIBILITIES

A. It shall be the responsibility of each party city to formulate procedural plans and programs for inter-city cooperation in the performance of the responsibilities listed in this article. In formulating such plans, and in carrying them out, the party cities, insofar as practical, shall:

Review individual city hazards analyses and, to the extent reasonably possible, determine all those potential emergencies the party city might jointly suffer, whether due to natural disaster, technological hazard, and man-made disaster, emergency aspects of resource shortages, civil disorders, insurgency, or enemy attack.

i. Review party cities' individual emergency plans and develop a plan which will determine the mechanism for the inter-city management and provision of assistance concerning any potential emergency.
ii. Develop inter-city procedures to fill any identified gaps and to resolve any identified inconsistencies or overlaps in existing or developed plans.
iii. Assist in warning communities adjacent to or crossing the county boundaries.
iv. Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material.
v. Inventory and set procedures for the inter-county loan and delivery of human and material resources, together with procedures for reimbursement or forgiveness.
vi. Provide, to the extent authorized by law, for temporary suspension of any statutes or ordinances that restrict the implementation of the above responsibilities.

B. The Authorized Representative of a party city may request assistance of another party city by contacting the Authorized Representative of that city. The provisions of this agreement shall only apply to requests for assistance made by and to Authorized Representatives. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, and search and rescue.

i. The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed.
ii. The specific place and time for staging of the assisting party's response and a point of contact at that location.

C. There shall be frequent consultation between city officials who have assigned emergency management responsibilities and other appropriate representatives of the party cities with affected jurisdictions and the City Governments, with free exchange of information, plans, and resource records relating to emergency capabilities.

ARTICLE IV - LIMITATIONS

Any party city requested to render mutual aid or conduct exercises and training for mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the city rendering aid may withhold resources to the extent necessary to provide reasonable protection for such city. Each party city shall afford to the emergency forces of any party city, while operating within its city limits under the terms and conditions of this Agreement, the same powers (except that of arrest unless specifically authorized by the receiving city), duties, rights, and privileges as are afforded forces of the city in which they are performing emergency services. Emergency forces will continue under the command and control of their regular leaders, but the organizational units will come under the operational control of the emergency services authorities of the city receiving assistance. These conditions may be activated, as needed, or commencement of exercises or training for mutual aid and shall continue so long as the exercises or training for mutual aid are in progress, the city emergency remains in effect or loaned resources remain in the receiving city(s), whichever is longer.

ARTICLE V - LICENSES AND PERMITS

Whenever any person holds a license, certificate, or other permit issued by any city party to the Agreement evidencing the meeting of qualifications for professional, mechanical, or other skills, and when such assistance is requested by the receiving party city, such person shall be deemed licensed, certified, or permitted by the city requesting assistance to render aid involving such skill to meet an emergency, subject to such limitations and conditions as the law of the Requesting City may prescribe by executive order or otherwise.

ARTICLE VI - LIABILITY

Officers or employees of a party city rendering aid in another city pursuant to this Agreement shall be considered agents of the Requesting City for tort liability and immunity purposes; and no party city or its officers or employees rendering aid in another city pursuant to this Agreement shall be liable on account of any act or omission in good faith on the part of such forces while so engaged or on account of the maintenance or use of any equipment or supplies in connection therewith. Good faith in this article shall not include willful misconduct, gross negligence, or recklessness.

ARTICLE VII - SUPPLEMENTARY AGREEMENTS

Inasmuch as it is probable that the pattern and detail of the machinery for mutual aid among two or more cities may differ from that among the cities that are party hereto, this instrument contains elements of a broad base common to all cities, and nothing herein contained shall preclude any city from entering into supplementary agreements with another city or affect any other agreements already in force between cities. Supplementary agreements may comprehend, but shall not be limited to, provisions for evacuation and reception of injured and other persons and the exchange of medical, fire, police, public utility, reconnaissance, welfare, transportation and communications personnel, and equipment and supplies.

ARTICLE VIII – COMPENSATION

Each party city shall provide for the payment of compensation and death benefits to injured members of the emergency forces of that city and representatives of deceased members of such forces in case such members sustain injuries or are killed while rendering aid pursuant to this Agreement, in the same manner and on the same terms as if the injury or death were sustained within their own city.

ARTICLE IX - REIMBURSEMENT

Any party city rendering aid in another city pursuant to this Agreement shall be reimbursed by the party city receiving such aid for any loss or damage to or expense incurred in the operation of any equipment and the provision of any service in answering a request for aid and for the costs incurred in connection with such requests; provided, that any aiding party city may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the receiving party city without charge or cost; and provided further, that any two or more party cities may enter into supplementary agreements establishing a different allocation of costs among those cities. Article VIII expenses shall not be reimbursable under this provision.

ARTICLE X - EVACUATION

Plans for the orderly evacuation and inter-city reception of portions of the civilian population as the result of

any emergency or disaster of sufficient proportions to so warrant, shall be worked out and maintained between the party cities and the emergency management/services directors of the various jurisdictions where any type of incident requiring evacuations might occur. Such plans shall be put into effect by request of the city from which evacuees come and shall include the manner of transporting such evacuees, the number of evacuees to be received in different areas, the manner in which food, clothing, housing, and medical care will be provided, the registration of the evacuees, the providing of facilities for the notification of relatives or friends, and the forwarding of such evacuees to other areas or the bringing in of additional materials, supplies, and all other relevant factors. Such plans shall provide that the party city receiving evacuees and the party city from which the evacuees come shall mutually agree as to reimbursement of out-of-pocket expenses incurred in receiving and caring for such evacuees, for expenditures for transportation, food, clothing, medicines and medical care, and like items. Such expenditures shall be reimbursed as agreed by the party city from which the evacuees come. After the termination of the emergency or disaster, the party city from which the evacuees come shall assume the responsibility for the ultimate support of repatriation of such evacuees.

ARTICLE XI - IMPLEMENTATION

This Agreement shall become operative immediately upon its signing by any two (2) cities; thereafter, this Agreement shall become effective as to any other city upon its enactment by such city.
Any party city may withdraw from this Agreement by enacting a letter repealing the same, but no such withdrawal shall take effect until 30 days after the governing body of the withdrawing city has given notice in writing of such withdrawal to the governing body of all other party cities. Such action shall not relieve the withdrawing city from obligations assumed hereunder prior to the effective date of withdrawal.
Duly authenticated copies of this Agreement and of such supplementary agreements as may be entered into shall, at the time of their approval, be deposited with each of the party cities.

ARTICLE XII - VALIDITY

This Act shall be construed to effectuate the purposes contained in Article I hereof. If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Act and the applicability thereof to other persons and circumstances shall not be affected thereby.

ARTICLE XIII - ADDITIONAL PROVISIONS

THIRD PARY RIGHTS - Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Requesting City and the Assisting City.

WAIVER - No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

ENTIRETY OF THE AGREEMENT – City of Durant, Oklahoma and the City of Sherman, Texas agree that this Interlocal Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except through written consent and approval of both of the signatories. Any modifications to this Agreement shall be through written instrument executed by the parties. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, the terms of this Agreement shall supersede and prevail over the terms in the Exhibits.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the

_____ day of _____, 202___.

City of Durant, Oklahoma

John R. Dean Jr.

City Manager

CITY OF DURANT OFFICIAL SEAL STATE OF OKLAHOMA

Witness

Cynthia J Price

Durant City Clerk

City Council of the City of Sherman, Texas

_____

Mayor

Witness

_____

Sherman City Clerk

Emergency Manager City of Durant, Oklahoma

_____

Director

Emergency Manager City of Sherman, Texas

_____

Director

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 8.**

Meeting Date: 08/15/2022
Prepared By: Clint Philpott, Assistant City Manager
Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6945***

Authorizing Execution of an Easement to Oncor Electric Delivery Company, LLC for the Installation of Overhead and/or Underground Electric Supply for the New City of Sherman Police Station Headquarters.

Issue:

Authorizing Execution of an Easement to Oncor Electric Delivery Company, LLC for the installation of Overhead and/or Underground Electric Supply for the New Police Station.

Background:

As a part of the building of the New Police Department Headquarters, Oncor Electric Delivery must install a new utility pole outside the right of way and an underground service line to the new transformer. This installation requires an easement from the City of Sherman as the proposed lines will be installed within City owned property.

Origination:

Oncor Electric Delivery Company, LLC
Engineering Department

Financial Consideration:

None

Staff Recommendation:

It is recommended that the Easement be approved and that the City Manager be authorized to execute the documents.

Alternatives:

As may be directed by the Council

Attachments

Resolution No. 6945
Easement
Exhibit A
Aerial Location Map

RESOLUTION NO. 6945

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN EASEMENT TO ONCOR ELECTRIC DELIVERY COMPANY, LLC FOR THE INSTALLATION OF OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY FOR THE NEW CITY OF SHERMAN POLICE STATION HEADQUARTERS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Easement to Oncor Electric Delivery Company, LLC for the installation of overhead and/or underground electric supply for the New City of Sherman Police Department Headquarters.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 15th day of August, 2022.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____

LINDA ASHBY, CITY CLERK **DAVID PYLER, MAYOR**

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

BY: _____

RYAN D. PITTMAN, CITY ATTORNEY

PT #:
District: Texoma
WR #: 3577755
ER #_____

EASEMENT AND RIGHT OF WAY

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GRAYSON §

That **City of Sherman, Texas** hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee," has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED)

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2022.

City of Sherman, Texas

_____
Robby Hefton - City Manager

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

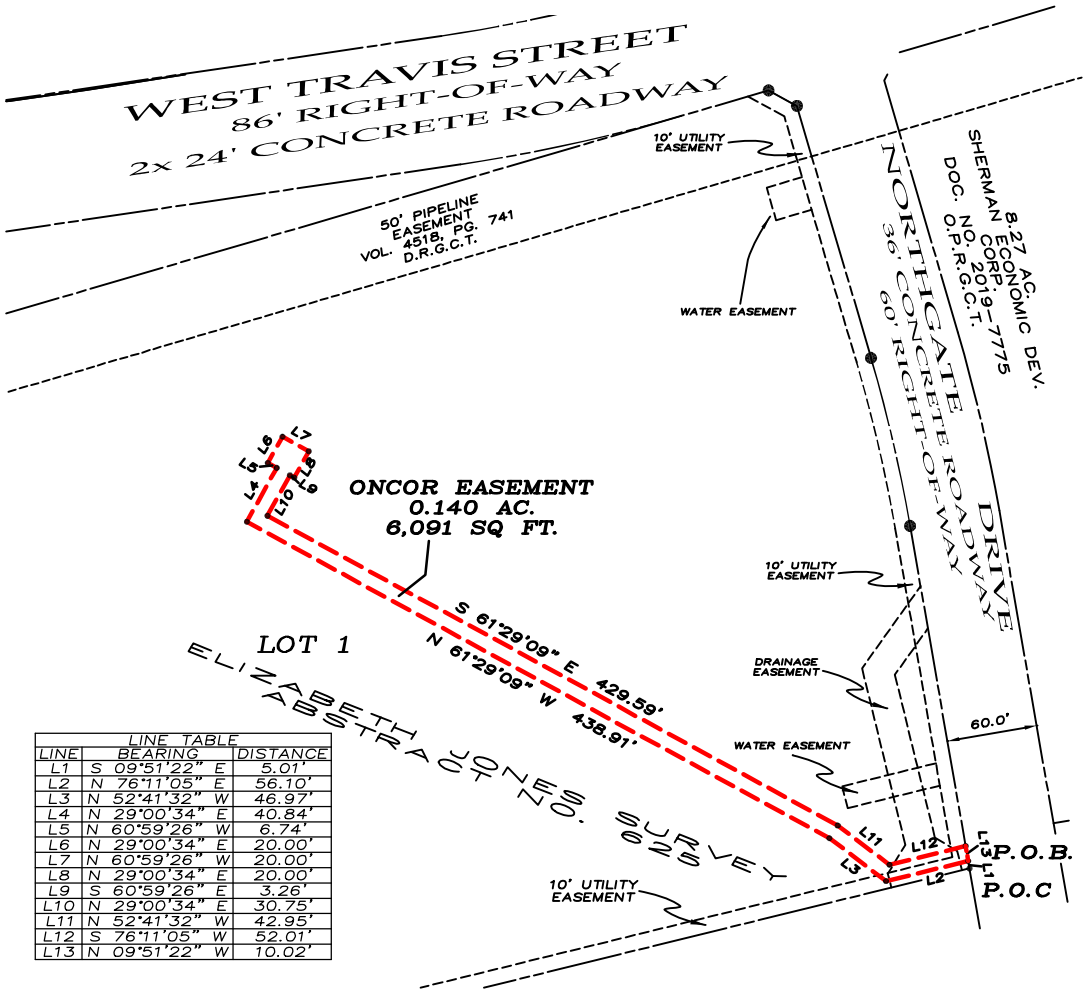
BEFORE ME, the undersigned authority, on this day personally appeared Robby Hefton known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of City of Sherman, Texas as the City Manager thereof, for the purposes and consideration therein expressed, in the capacity therein stated and that he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2022.

_____
Notary Public in and for the State of Texas

Oncor Electric Delivery
Exhibit "A"

JOB NO. 20080658 ONCOR



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 09°51'22" E	5.01'
L2	N 76°11'05" E	56.10'
L3	N 52°41'32" W	46.97'
L4	N 29°00'34" E	40.84'
L5	N 60°59'26" W	6.74'
L6	N 29°00'34" E	20.00'
L7	N 60°59'26" W	20.00'
L8	N 29°00'34" E	20.00'
L9	S 60°59'26" E	3.26'
L10	N 29°00'34" E	30.75'
L11	N 52°41'32" W	42.95'
L12	S 76°11'05" W	52.01'
L13	N 09°51'22" W	10.02'

EASEMENT DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625, and being part of Lot 1 of the Sherman PD on West Travis Addition recorded in Document Number 2022-5, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at a found ½" steel rod at the Southeast Corner of said Lot 1;

Thence North 09°51'22" West a distance of 5.01 feet to the True Point-of Beginning;

Thence over and across said 10.0 acre tract of land the following calls and distances:

South 76°11'05" West a distance of 56.10 feet to a point;
North 52°41'32" West a distance of 46.97 feet to a point;
North 61°29'09" West a distance of 438.91 feet to a point;
North 29°00'34" East a distance of 40.84 feet to a point;
North 60°59'26" West a distance of 6.74 feet to a point;
North 29°00'34" East a distance of 20.00 feet to a point;
South 60°59'26" East a distance of 20.00 feet to a point;
South 29°00'34" West a distance of 20.00 feet to a point;
North 60°59'26" West a distance of 3.26 feet to a point;
South 29°00'34" West a distance of 30.75 feet to a point;
South 61°29'09" East a distance of 429.59 feet to a point;
South 52°41'32" East a distance of 42.95 feet to a point;
North 76°11'05" East a distance of 52.01 feet to a point;
South 09°51'22" East a distance of 10.02 feet to the Point of Beginning and containing 0.140 acres (6,091 Sq. Ft.) of land.

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

EXHIBIT "A"
TOTAL PERMANENT EASEMENT
(0.140 ACRES)

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

DOUGLAS W. UNDERWOOD,
R.P.L.S. NO. 4709
SURVEYED ON THE GROUND
JANUARY 2017
FIRM NO. 10006300

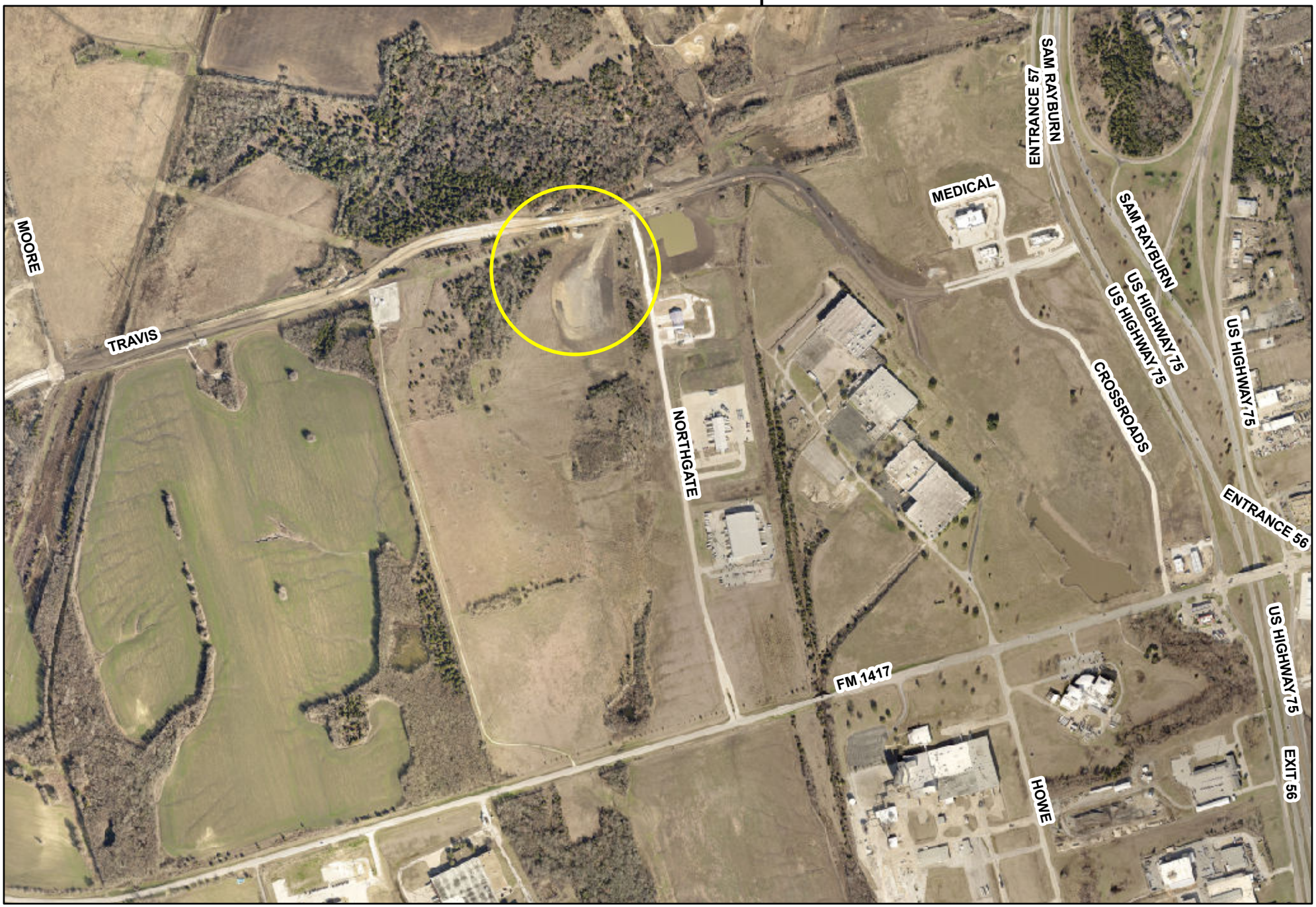
CITY OF SHERMAN
TEXAS

UNDERWOOD
DRAFTING & SURVEYING, INC.
3404 INTERURBAN ROAD
DENISON, TEXAS 75021
(903) 465-2151 FAX: (903) 465-2152

DATE:	07/25/22
DRAWN BY:	BAU
APPROVED BY:	DWU
SCALE:	1" = 100'

ONCOR EASEMENT
ELIZABETH JONES SURVEY, ABST. NO. 625
GRAYSON COUNTY, TEXAS

Sherman Police Headquarters



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 9.**

Meeting Date: 08/15/2022

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6946***

Authorizing the Contracting of Uniforms Services for Multiple Departments from Cintas through the OMNIA Partners Purchasing Cooperative

Issue:

To consider approval to contract for uniform services for use by multiple departments within the City of Sherman.

Background:

The City of Sherman provides uniform services for various departments, including Public Works, Parks Maintenance, Water Treatment, and Wastewater Treatment. The current contract will soon expire. The purchasing of uniform services from Cintas through the OMNIA Partners purchasing cooperative satisfies competitive bidding requirements under Texas Local Government Code Chapter 271.

Origination:

Finance Department

Financial Consideration:

Uniform services are included annually in the fiscal budgets of participating departments.

Staff Recommendation:

It is recommended that staff be authorized to contract for uniform services with Cintas through the OMNIA Partners purchasing cooperative.

Alternatives:

As may be recommended by the City Council.

Attachments

Resolution No. 6946

Services Agreement_Cintas

RESOLUTION NO. 6946

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CONTRACTING OF UNIFORMS SERVICES FOR MULTIPLE DEPARTMENTS FROM CINTAS THROUH THE OMNIA PARTNERS PURCHASING COOPERATIVE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase uniform services from Cintas through OMNIA Partners. Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2022-2023 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 15th day of August, 2022.

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

UNIFORMS AND FACILITY SOLUTIONS AGREEMENT

Location No. 163_____
Contract No._____
Customer No._____
Main Corporate Code → **New CC 13218**

Date__8/09/2022_____

Customer/Participating Agency ____City of Sherman_____ Phone_ 903-892-7309_____

Address___220 W Mulberry St_____ City___Sherman_____ State__TX_ Zip 75090

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
	Cintas Garment Options Governed by the OMNIA Partners Cooperative Agreement	

- This agreement is effective as of the date of execution for a term of 60 months from the date of installation
- Name Emblem $1.50_____ea • Company Emblem $ 2.00_____ea
- Customer Emblem $ 2.50_____ea • Embroidery $ 5.00_____ea
- COD Terms $_____per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item_____ % of Inventory_____ $_____Ea.
- Automatic Lost Replacement Charge: Item_____ % of Inventory_____ $_____Ea.
- Minimum Charge $35.00_____per delivery.
- Make-Up charge $ 2.50_____per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium $ 0.15_____per garment.
- Seasonal Sleeve Change $2.50_____per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat $_____
- Payment Terms Net 30

- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of $ 2.50_____ per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other_____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
		Facility Items and All Other Services Provided by Cintas Governed by the OMNIA Partners Cooperative Agreement			

*Indicated bundled items/services

__/__☐ ____ Initial and check box if Unilease. All Garments will be cleaned by customer
Date

__/__☐ ____ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date customer.

__/__☐ ____ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

CUSTOMER:

Cintas Loc. No: __Loc163_____ Please Sign Name_____

By: __Virginia Schabbing _____ Please Print Name _____

Title: __Gov Major Acct Manager_____ Please Print Title_____

Accepted-GM: _____ Email_____

Omnia Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at https://www.omniapartners.com/publicsector

Supplier General Service Terms Section

3. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars ($35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. **Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
6. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
7. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
8. **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
9. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
10. **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
11. **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
12. **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
13. **Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 1.**

Meeting Date: 08/15/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive a presentation from Kimley-Horn and Associates on the Amendment to the Roadway, Water, Wastewater Land Use Assumptions, Capital Improvements Plan, and Impact Fee Study and the Amendment of the Impact Fee Ordinance.

Issue:

Receive a presentation from Kimley-Horn and Associates on the Amendment to the Roadway, Water, Wastewater Land Use Assumptions, Capital Improvements Plan, and Impact Fee Study and the Amendment of the Impact Fee Ordinance.

Background:

In 2020, City Council approved Ordinance No. 6326 establishing water, wastewater, and roadway impact fees. Since the adoption of the Impact Fee Ordinance in 2020, the City of Sherman has had a historical increase in demand for new development. This new development has resulted in the City expanding its capital infrastructure to anticipate this increased demand. This Impact Fee Study includes updated demographic data that is a result of increased development demand and also includes an updated 10-year Capital Improvement Program (CIP).

The current Impact Fee Ordinance assesses impact fees for roadway based on land use type, and for water and sewer by water meter size. The current single-family equivalent (SFE) assessment for impact fees is $2,500 ($1,000 for roadway; $1,000 for water; and $500 for wastewater). This SFE assessment is between 35-40% of the maximum impact fee that can be collected by State Law.

In addition, Ordinance No. 6326 includes special reductions that lower the collected impact fee based on certain conditions. Impact fees for residential uses in Service Area 3 are reduced by 75% (SFE of $625), impact fees for recreational uses, religious institutes, and non-profits are reduced by 75%, and dining and commercial uses that generate sales tax are reduced by 75%.

The Capital Improvements Advisory Committee (CIAC) will be meeting on August 16, 2022 to review and provide comments to the City Council prior to the public hearing on September 6, 2022.

Origination:

Director of Development Services Rob Rae, AICP
Kimley-Horn and Associates

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

It is the staff's recommendation that the Council provide comments and direction on the draft ordinance and the proposed Impact Fee schedule.

Alternatives:

No alternatives are recommended.

Attachments

Presentation

Impact Fee Minor Update

City of Sherman City Council Work Session

August 15, 2022

Overview

- Impact Fee Process
- Role of City Council
- Updates to Impact Fee Components
- Comparisons
- Today's Actions
- Schedule

Impact Fee Update Process

We are here in process

Planning Step

Land Use Assumptions

Impact Fee Capital Improvements Plan

Analysis Step

Calculation of Maximum Assessable Impact Fee

Policy Step

Establishing the Impact Fee

Adoption

Amend Impact Fee Ordinance

Kimley»Horn

Role of the City Council
During the Adoption Process

Land Use Assumptions (LUA)

Review LUA and CIAC Comments

Impact Fee Capital Improvements Plan (CIP)

Review Impact Fee CIP and CIAC Comments

Impact Fees

Review Impact Fee and Provide Impact Fee Recommendation

Impact Fee Components

- Service Area
- Land Use Assumptions
- Capital Improvements Plan
- Maximum Fee Calculation
- Results: Sample Calculations

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Service Areas

Establish the boundary to which funds can be collected and specify areas to be served by the IF CIP

Roadway	Water	Wastewater

Service Areas

Funds collected within a service area must be spent on projects within the same service area within 10 years

Roadway	Water	Wastewater
6 mile trip length limit Service Area: **Limited to Corporate Limits and cannot include the ETJ**	Service Area: **City Wide**	Service Area: **City Wide**

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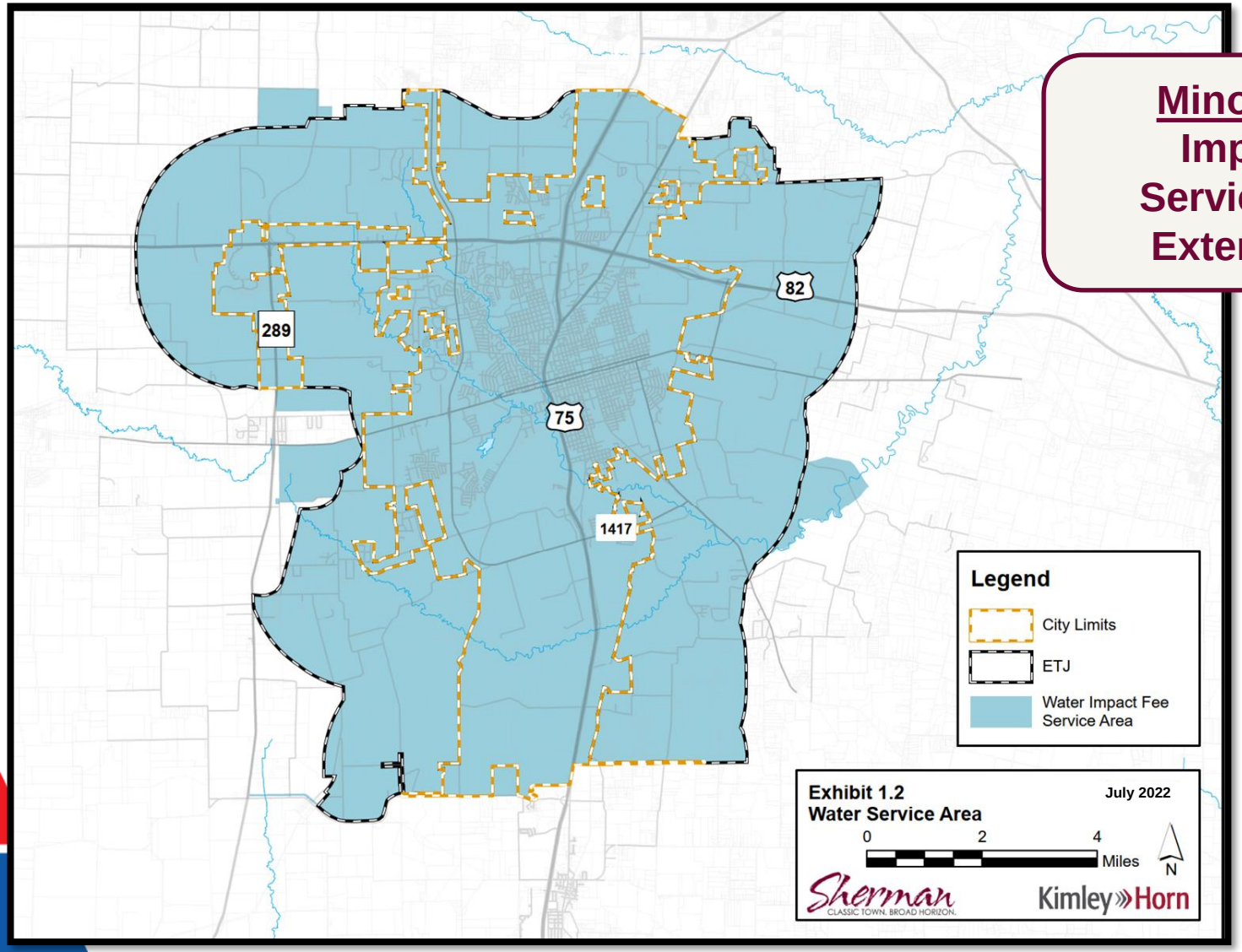
Service Areas

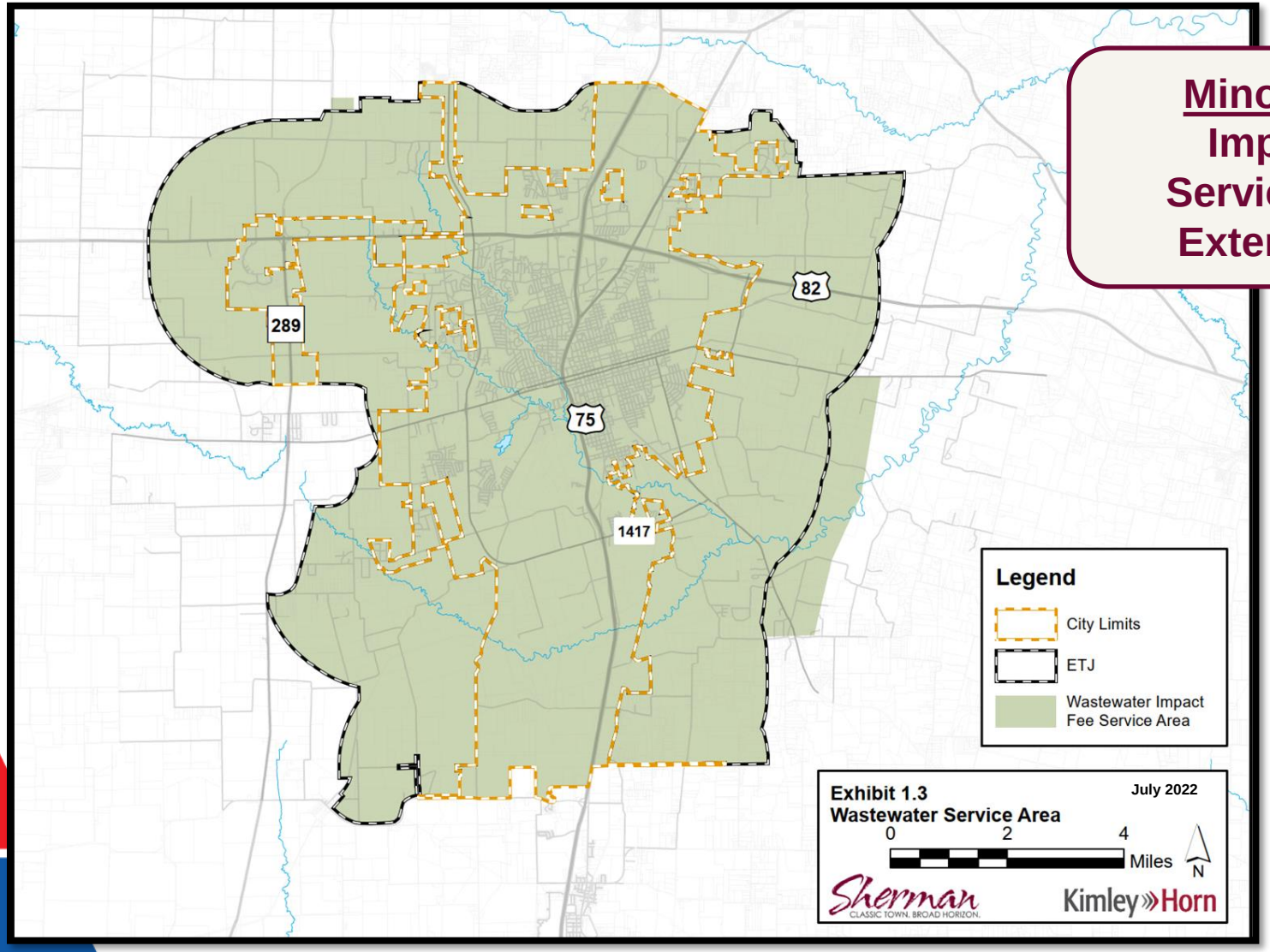
Water



Minor Update
Impact Fee Service Area to Extend to ETJ

Kimley»Horn

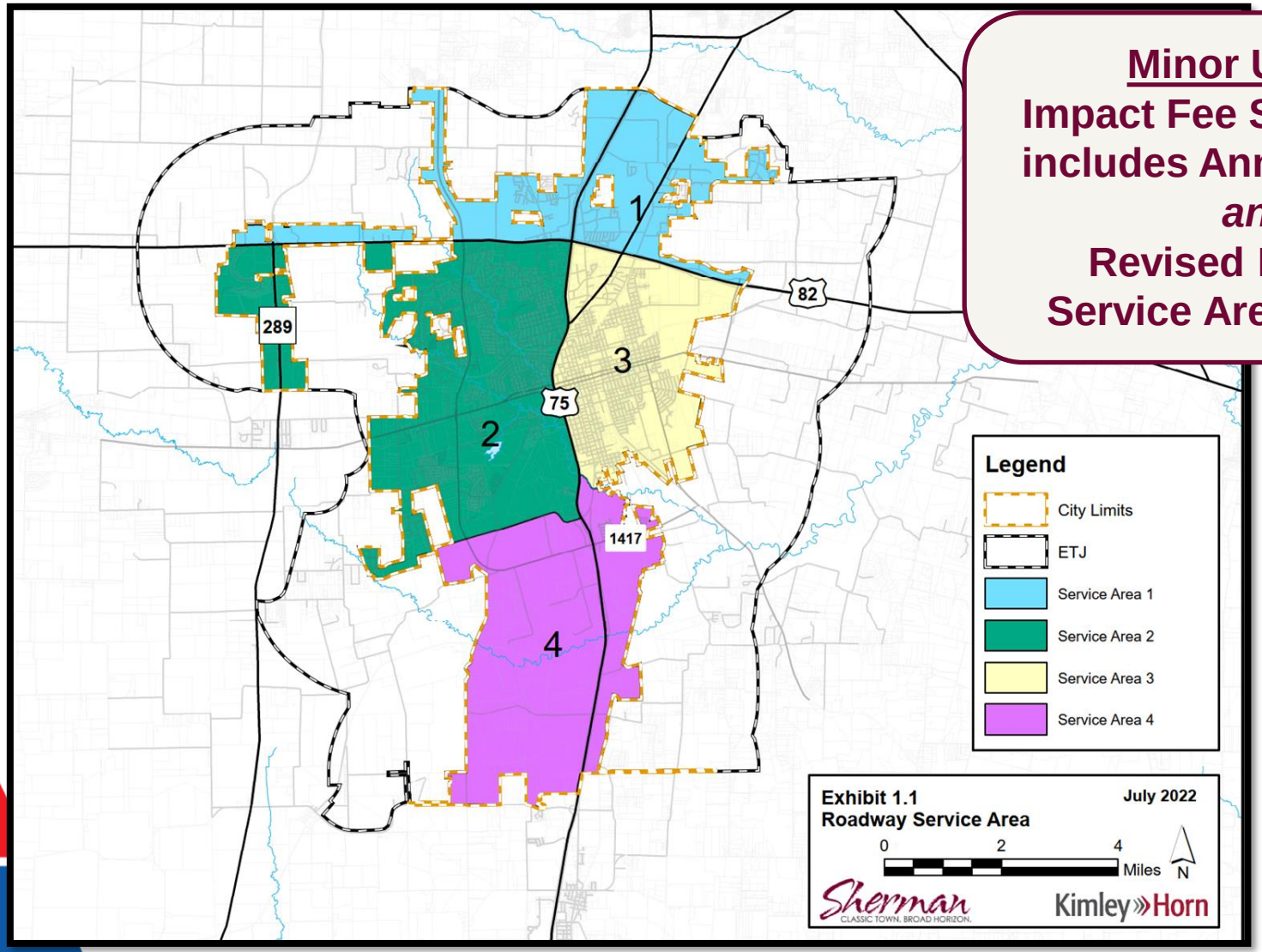
Service Areas
Wastewater



Minor Update
Impact Fee Service Area to Extend to ETJ

Kimley»Horn

Service Areas
Roadway



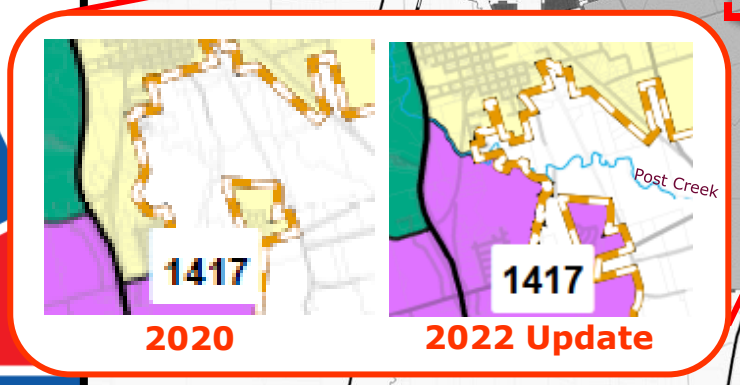
Minor Update

Impact Fee Service Area includes Annexed Areas *and* Revised Limits to Service Areas 3 and 4

Kimley»Horn

Service Areas
Roadway

Minor Update
Impact Fee Service Area includes Annexed Areas *and* Revised Limits to Service Areas 3 and 4



Annexed Area

Revised Limits

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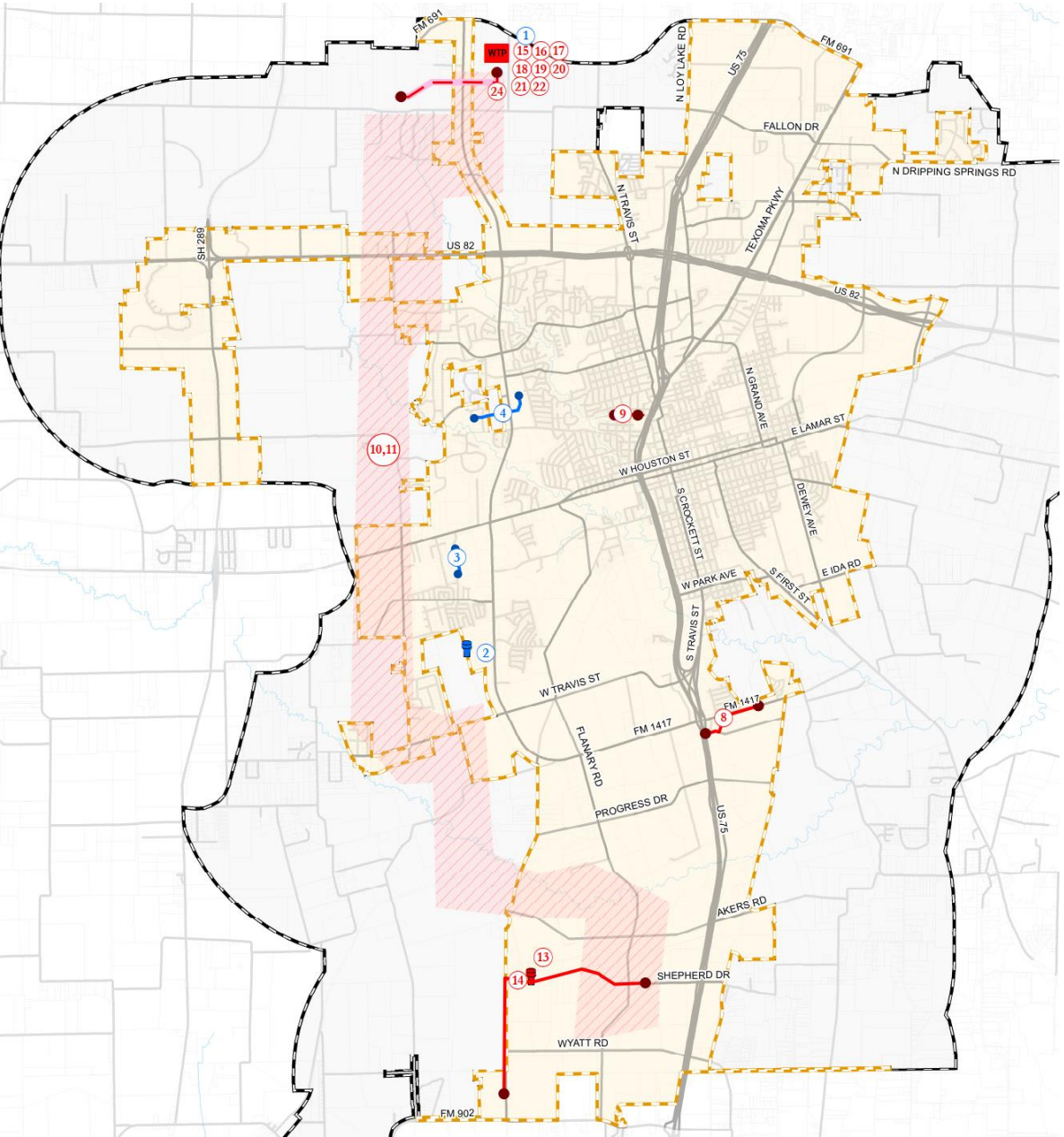
Land Use Assumptions

Service Area	2020*					2022 Minor Update				
	Residential Units		Employment Units			Residential Units		Employment Units		
	Single Family	Multifamily	Basic Sq Ft	Service Sq Ft	Retail Sq Ft	Single Family	Multifamily	Basic Sq Ft	Service Sq Ft	Retail Sq Ft
1	550	521	154,000	77,000	889,000	1,427	1,480	154,000	1,166,000	1,978,000
2	1,250	938	98,000	5,000	535,000	2,553	1,556	98,000	5,000	535,000
3	100	-	66,000	3,000	136,000	977	409	66,000	3,000	136,000
4	1,200	3,200	971,000	2,274,000	2,296,000	3,502	8,184	6,071,000	2,274,000	3,069,000
City Total	**3,100**	**4,659**	**1,289,000**	**2,359,000**	**3,856,000**	**8,459**	**11,629**	**6,389,000**	**3,448,000**	**5,718,000**

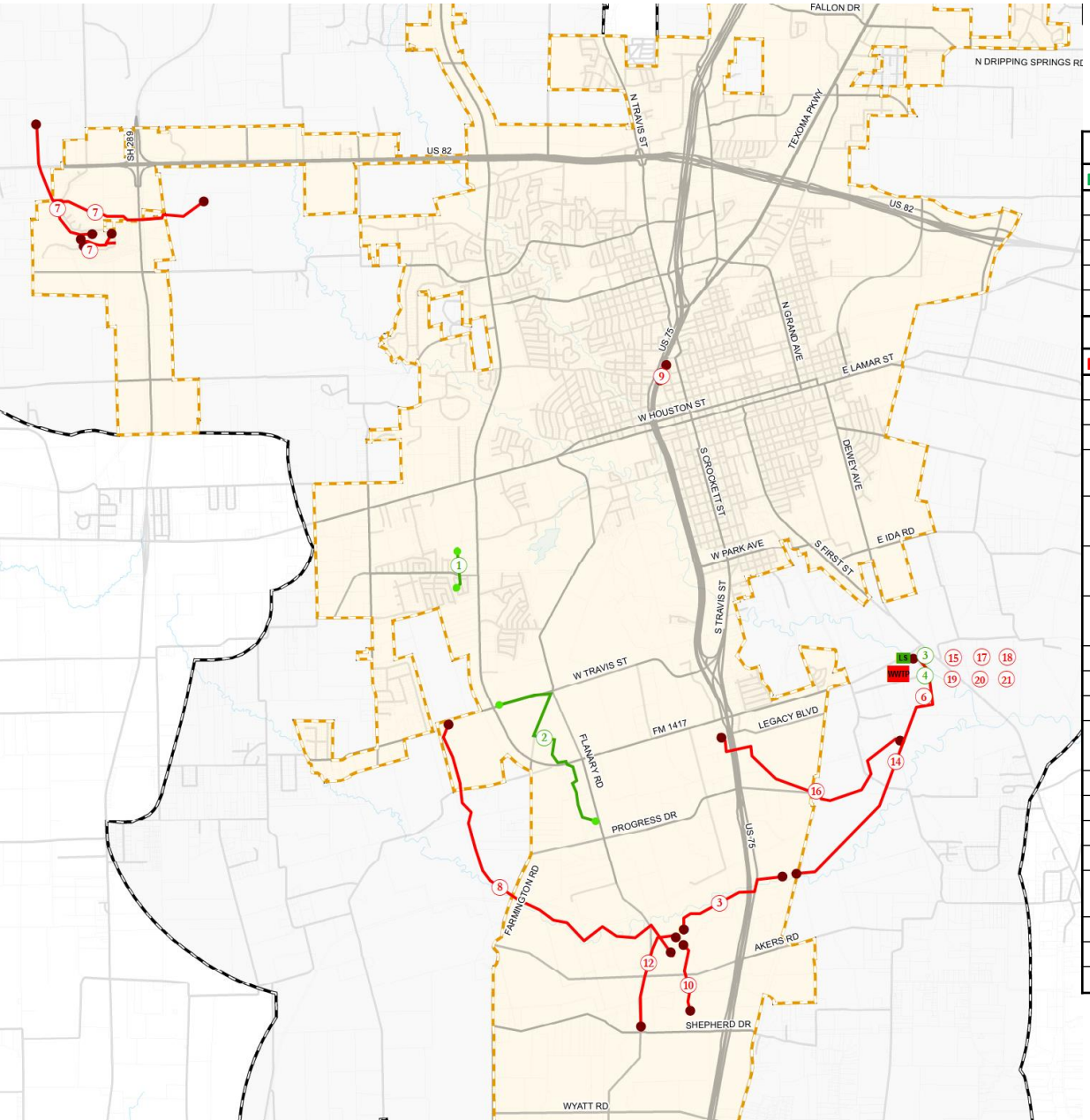
** 2020 Impact Fee Study Considered: 70 Single Family Units in ETJ for Water and Wastewater Service Areas, respectively*

Impact Fee CIP Water



Existing Facility or Facility Under Construction	
Project Number	Project Description
1	Water Treatment Plant 10 MGD Expansion
2	Southwest Elevated Storage Tank
3	Swan Ridge Water
4	Taylor/Washington Street Water Line
5	Water Impact Fee Study (Not Shown on Map)
Proposed 2020-2030 Facilities	
Project Number	Project Description
6	NTMWD Raw Water Line Phase I (Off Map)
7	NTMWD LTPS Electrical Ph I (Off Map)
8	Legacy Surface Water Line (Bel Air)
9	Fairview Elevated Tank Balance Line
10	36" Line 1A Water Line Down Future Friendship ROW
11	36" Line 1B Water Line Down Future Friendship ROW
12	36" Low Head Water Transmission Line (Off Map)
13	2MG ET for Industrial & 36" Transmission Water Line
14	Shepard/Farmington (Marilee) Water Line
15	WTP Expansion - 5 MGD UF/RO Addition
16	WTP Expansion - 30 MGD Building with 10 MGD UF/RO
17	WTP Expansion - 10 MGD UF/RO Addition
18	WTP Expansion - 5 MGD UF/RO Addition
19	WTP Expansion - LSP Station and Clearwell Expansion
20	WTP Expansion - HSP Station Expansion
21	100 MG Earthen Lined Terminal Storage Reservoir
22	Terminal Reservoir 10 MGD Pump Station
23	LTPS 25MGD Raw Water Pump #1 (Off Map)
24	WTP Concentrate Discharge
25	Water Hydraulic Study (Not Shown on Map)
26	Water Upsizing (Not Shown on Map)

Impact Fee CIP Wastewater



Sherman
CLASSIC TOWN. BROAD HORIZON.

Existing Facility or Facility Under Construction	
Project Number	Project Description
1	Swan Ridge Wastewater Line
2	Moore St. Sewer/SW SS Main
3	WWTP Storm Water System and Lift Station
4	Expand Lab Facility at WWTP
5	Wastewater Impact Fee Study (Not Shown on Map)
Proposed 2020-2030 Facilities	
Project Number	Project Description
6	WWTP Effluent Reuse Line
7	Northwest Sewer Expansion Project and Lift Station
8	Southwest Sewer Line Extension
9	Upsize 8" Sanitary Sewer Line on Texoma Prkwy to 15"; Sycamore to Evergreen
10	Upsize 24" Sanitary Sewer Line West of Texas Instruments to 42"
11	Upsize 36" Sanitary Sewer Line South of Choctaw Creek to 48"
12	Upsize 15" Sanitary Sewer Line near Shepherd Place Development to 21"
13	Upsize 42" Sanitary Sewer Line along Post Oak to 60"
14	Upsize 42" Sanitary Sewer Line along Choctaw Creek to 54"
15	Post Oak WWTP 24 MGD Expansion
16	Upsize 21" Sanitary Sewer Line near Bel Air Village Development to 30"
17	WWTP Expansion Preliminary Design
18	WWTP Electrical System, Switchgear, ATS
19	WWTP Enhanced Treatment System for Industrial Users
20	WWTP Trickling Filters
21	WWTP - 4MGD Membrane Bioreactor with Sludge Handling
22	Wastewater Treatability Study
23	Wastewater System Study
24	Wastewater Upsizing

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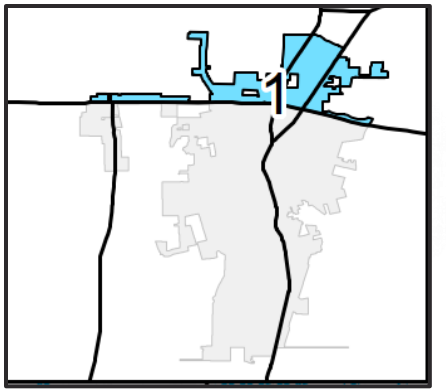
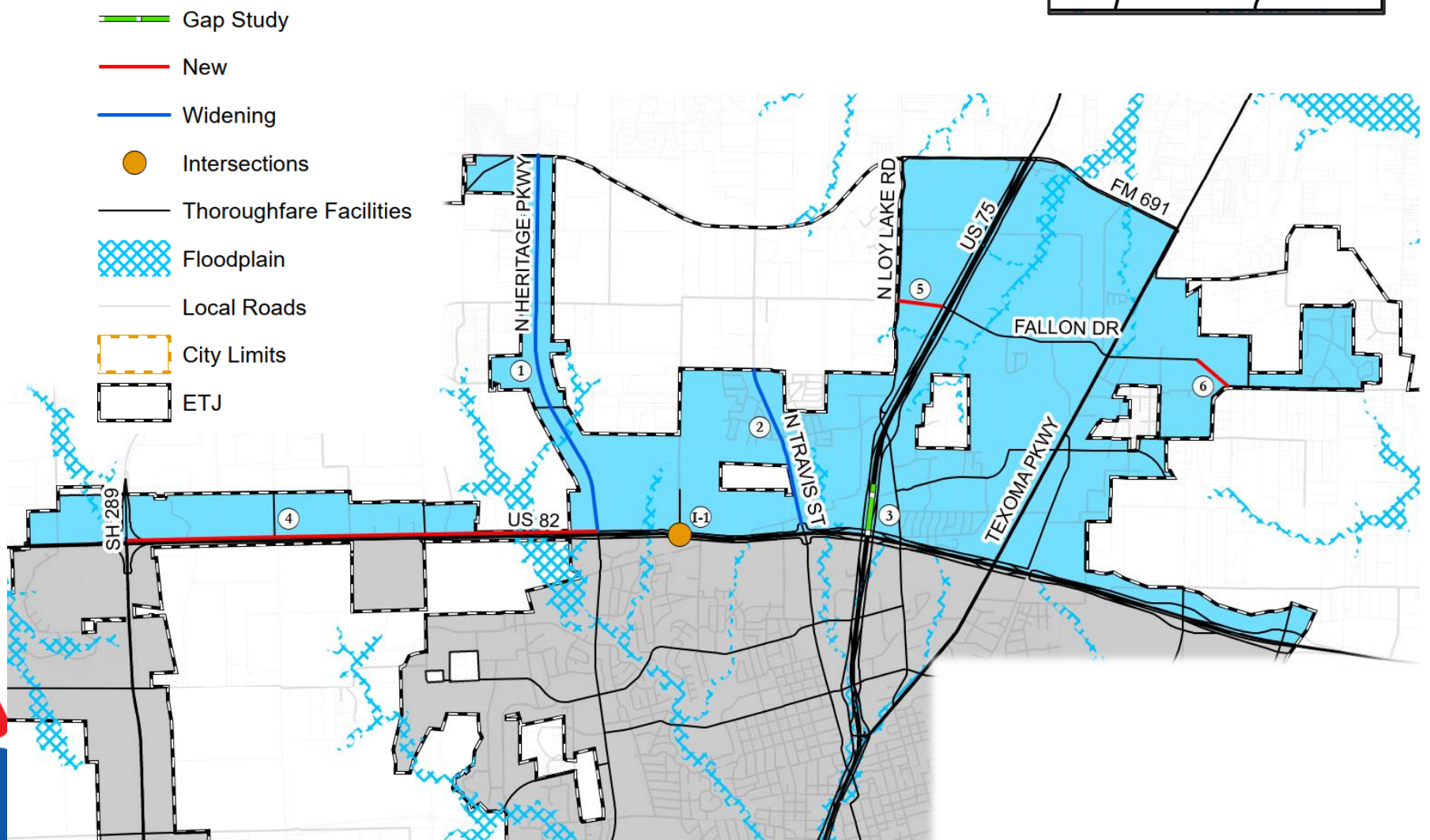
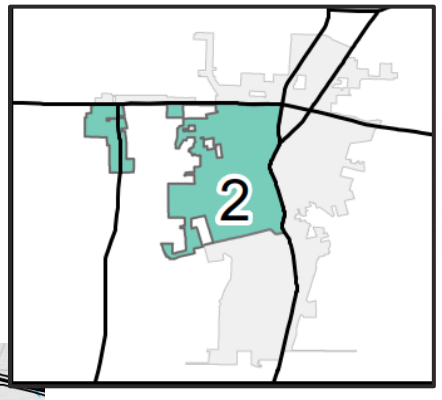
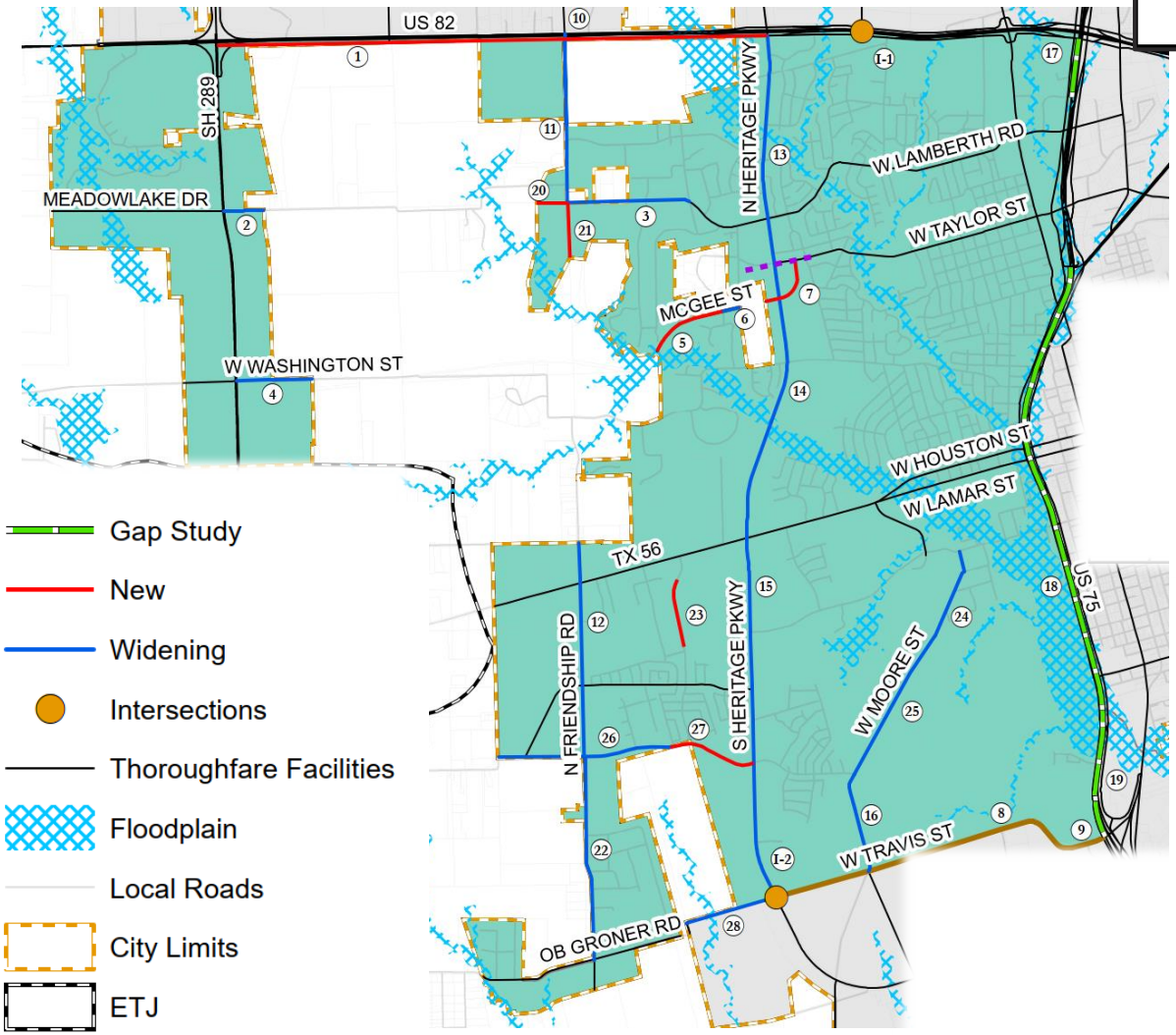
Impact Fee CIP
Roadway Service Area 1





Impact Fee CIP
Roadway Service Area 2





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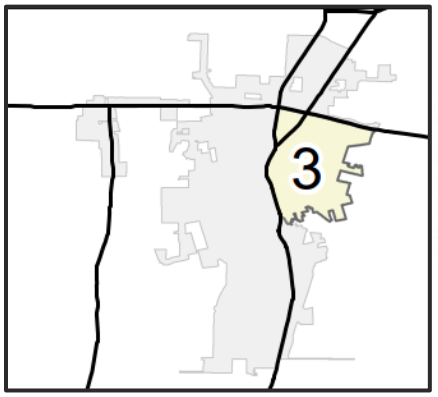
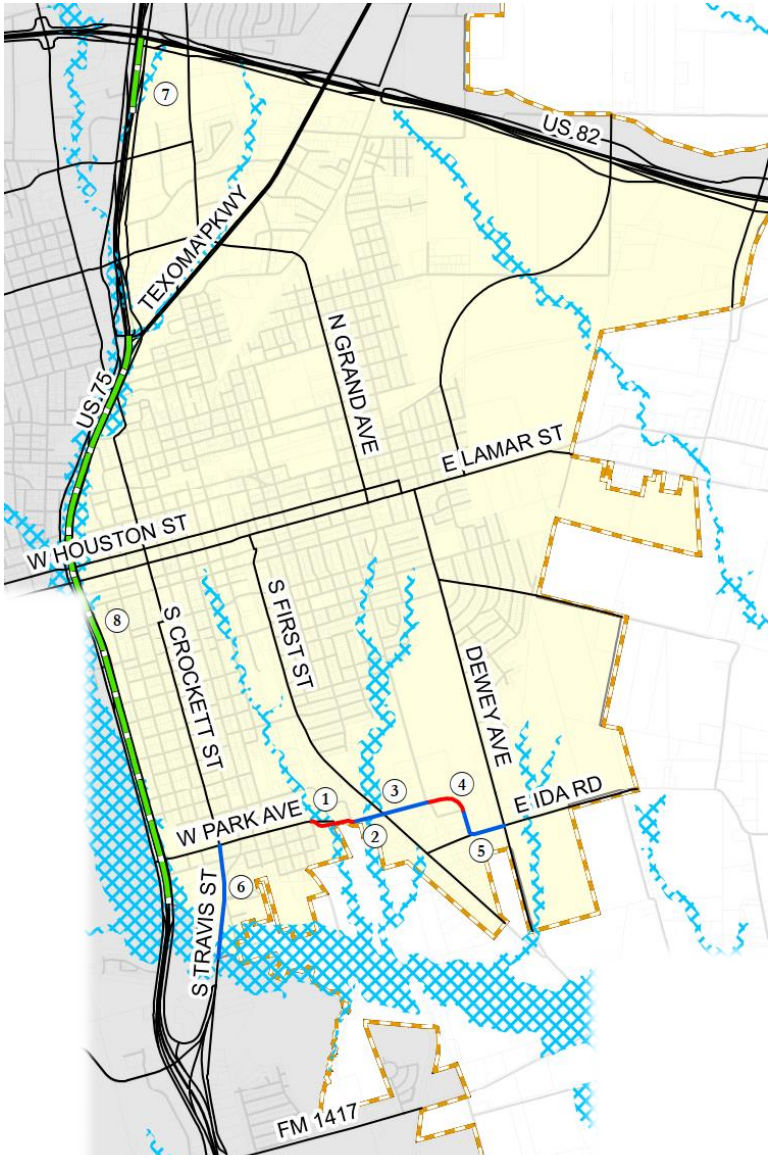
Impact Fee CIP
Roadway Service Area 3





- Gap Study
- New
- Widening
- Intersections
- Thoroughfare Facilities
- Floodplain
- Local Roads
- City Limits
- ETJ

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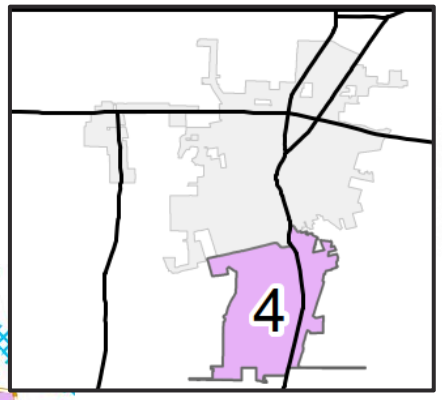
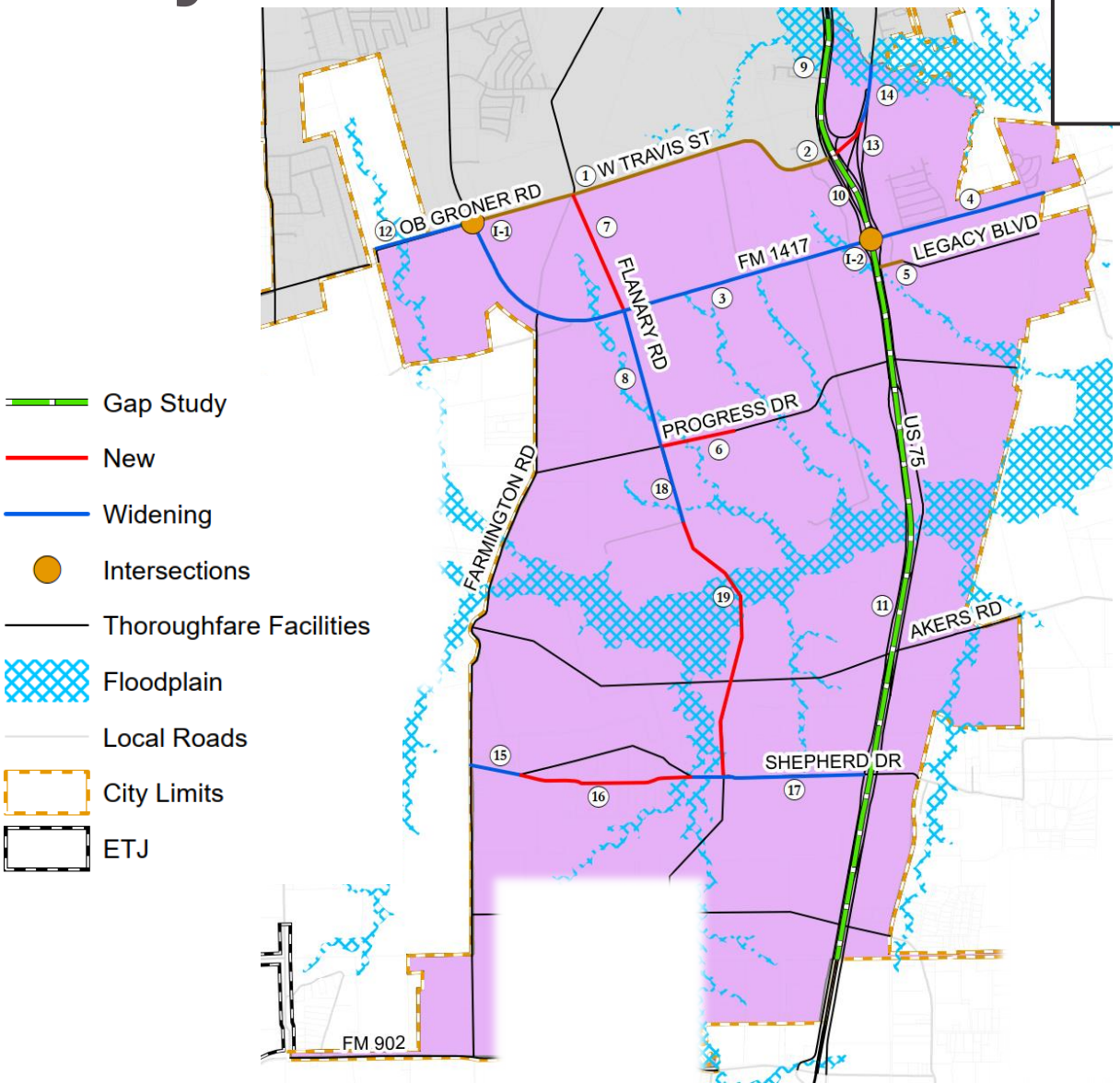
Impact Fee CIP

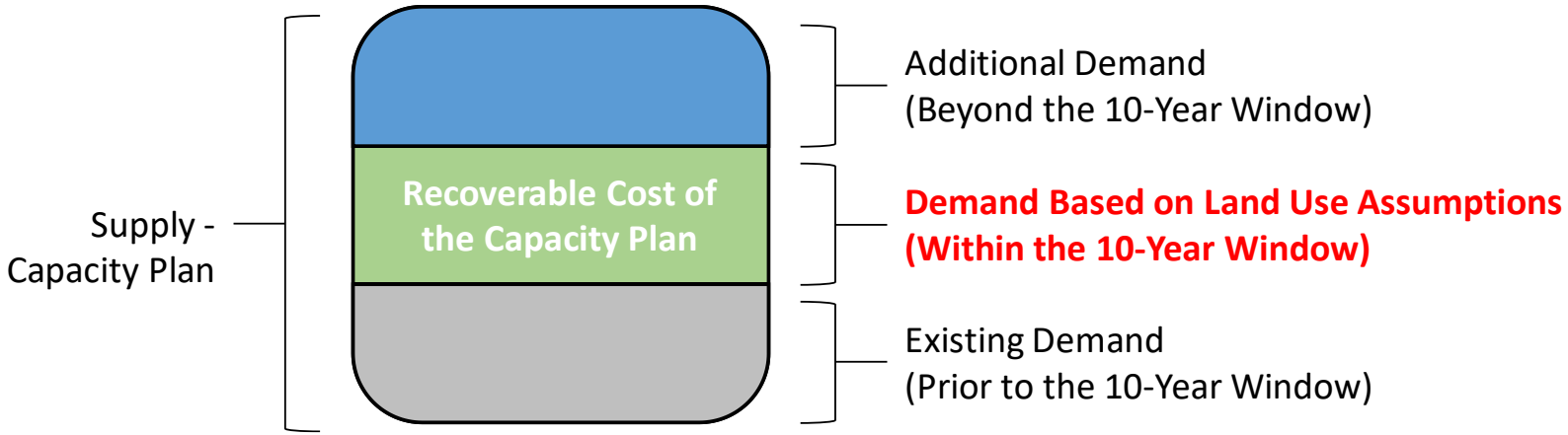
Roadway Service Area 4





Maximum Fee Calculation

$$Maximum\ Impact\ Fee\ Per\ Service\ Unit = \frac{Recoverable\ Cost\ of\ CP\ (\$)}{New\ Service\ Units\ of\ Demand}$$



Maximum Fee Calculation

Determine the maximum assessable fee per service unit:

Max Fee Assessable Fee Calculation Components	Roadway			
	Service Area 1	Service Area 2	Service Area 3	Service Area 4
Cost of Total Impact Fee CIP Attributable to Growth	$14,333,571			
Percent of Fee Recoverable (from Chapter 395)	50%			
Recoverable Cost of Total Impact Fee CIP	$7,166,786			
Recoverable Cost of Total Impact Fee CIP + Financing*	**$9,343,338**			
Service Units	**24,607**			
Max Assessable Impact Fee per Service Unit*	**$380 / vehicle-mile**			
*Max Assessable Impact Fee per Single Family**	***$1,129***			

DRAFT: Results presented may change based on comments received through Public Hearing

Maximum Fee Calculation

Determine the maximum assessable fee per service unit:

Max Fee Assessable Fee Calculation Components	Water	Wastewater
Cost of Total Impact Fee CIP Attributable to Growth	$300,093,666	$86,023,400
Financing (Debt Service)*	$91,138,446	$26,125,307
Pre Credit Recoverable Cost for Impact Fee	$391,232,113	$112,148,707
Percent of Fee Recoverable (from Chapter 395)	50%	50%
Recoverable Cost of Total Impact Fee CIP	**$195,616,056**	**$56,074,353**
10-Year Additional SFEs	**28,739**	**26,096**
Max Assessable Impact Fee per Single Family*	**$6,807 (3/4-inch Base Meter)**	**$2,149 (3/4-inch Base Meter)**

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DRAFT: Results presented may change based on comments received through Public Hearing

Impact Fee Comparison:
2020 Adopted and 2022 Maximum

Impact Fee		2020 Adopted	
		Maximum Assessable	Adopted (% of Max.)
Water		$4,478	**$1,000** *(22.3%)*
Wastewater		$657	**$500** *(76%)*
Roadway	SA1	$374	**$336.70** *(90%)*
	SA2	$527	**$336.70** *(63.9%)*
	SA3	$748	**$336.70** *(45%)*
	SA4	$608	**$336.70** *(55.4%)*

Adopted Collection Rates Reduced by 75% for:

- Residential in SA3
- Recreational
- Religious Institutes
- Non-Profit 501(c)(3) and owner of building
- Dining Uses
- Other Retail
- Commercial uses that generate sales tax.

Impact Fee Comparison:
2020 Adopted and 2022 Maximum

Impact Fee		2020 Adopted		2022 Minor Update	
		Maximum Assessable	Adopted (% of Max.)	Maximum Assessable	CIAC Recommendation to Council
Water		$4,478	**$1,000** *(22.3%)*	$6,807	*TBD*
Wastewater		$657	**$500** *(76%)*	$2,149	*TBD*
Roadway	SA1	$374	**$336.70** *(90%)*	$380	*TBD*
	SA2	$527	**$336.70** *(63.9%)*	$1,250	*TBD*
	SA3	$748	**$336.70** *(45%)*	$987	*TBD*
	SA4	$608	**$336.70** *(55.4%)*	$793	*TBD*

Results:
Sample Calculations

Determine the maximum assessable fee per service unit:

LAND USE	DEVELOPMENT UNITS	NUMBER OF UNITS	SERVICE UNITS	SA 1	SA 2	SA 3	SA 4	Water	WW	TOTAL (SA 4)
Single-Family Detached Housing (ITE #210)	Dwelling Units	1	2.97	$1,129	$3,715	$2,931	$2,355	$6,807 (3/4")	$2,149 (3/4")	**$11,311**
Multi-Family (Mid-Rise) Housing (ITE #221)	Dwelling Units	250	1.32	$125,400	$412,830	$325,710	$261,690	$79,438 (3")	$25,079 (3")	**$366,207**
Office (ITE #710)	5,000 Square Feet	5	3.45	$6,555	$21,580	$17,026	$13,679	$11,368 (1")	$3,589 (1")	**$28,636**
Industrial (ITE #110)	50,000 Square Feet	50	3.16	$60,040	$197,658	$155,946	$125,294	$79,438 (3")	$25,079 (3")	**$229,811**
Retail Strip Center (ITE #820)	10,000 Square Feet	10	7.03	$26,714	$87,945	$69,386	$55,748	$36,281 (2")	$11,454 (2")	**$103,483**

Kimley»Horn

Overall Fee Decisions

- This study calculates the *maximum* impact fee. The actual collection rate will be set based on the ordinance, but cannot exceed the maximum.
- Council should consider the following decisions on policy:
  - **Impact Fee Setting**
    - What percent of the calculated fee should be set? Average Cost?
    - Should the fee be similar to 2020 Adopted?
    - Should the fee be the same in all Roadway Service Areas?
    - Should there be different fees for residential and non-residential?

Comparisons

Actual rates collected for:

LAND USE	*2020 ADOPTED* SHERMAN (SA 4)	*2022 UPDATE* SHERMAN (SA 4)	ANNA	MELISSA	PRINCETON	CELINA	MCKINNEY	PROSPER
Single-Family Detached Housing (ITE #210)	**$2,500**	**$11,311**	$11,210	$5,382	$9,904	$11,378	$8,207	$9,307
Multi-Family (Mid-Rise) Housing (ITE #221)	**$146,106**	**$366,207**	$498,149	$436,793	$542,578	$672,800	$660,815	$1,090,533
Office (ITE #710)	**$8,313**	**$28,636**	$34,123	$24,077	$29,719	$41,480	$20,918	$29,201
Industrial (ITE #110)	**$88,194**	**$229,811**	$218,993	$159,110	$198,984	$251,445	$147,830	$329,133
Retail Strip Center (ITE #820)	**$31,665**	**$103,483**	$123,262	$63,229	$64,774	$116,464	$74,500	$64,876

Next Steps

- Consider comments from CIAC on Impact Fee Study

- Consider comments from CIAC on Impact Fee

Schedule

- August 15: City Council Review Impact Fee Study
- August 16: CIAC Review Impact Fee Study; Formulate Comments
- August 30: CIAC Comments to Council
- September 6: Council Public Hearing

Kimley»Horn

Questions?

April.Escamilla@kimley-horn.com

BACKUP SLIDES

Kimley»Horn

What items **are** and **are not** payable with Impact Fees?

Components that ***can*** be paid for through an impact fee program:

- ✓ Construction cost of capital improvements on the Impact Fee CIP
  - Roadway to thoroughfare standard
  - Upsized water/wastewater line
  - Traffic signals, bridges, sidewalks, etc.
- ✓ Survey and Engineering fees
- ✓ Land acquisition costs, including court awards
- ✓ Debt Service of Impact Fee CIP
- ✓ Planning Studies

Components that ***cannot*** be paid for through an impact fee program:

- Projects not included in the Impact Fee CIP
- Repair, operation, and maintenance of existing facilities
- Upgrades to serve existing development
- Administrative costs of operating the impact fee program

Kimley»Horn

Service Units:
Water and Wastewater

3/4”

=

2”

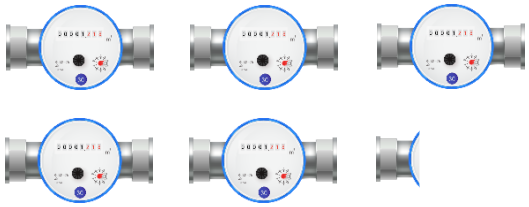
=

Service Units:
Water and Wastewater

2”

=

3/4”



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Service Units: Roadway

Two Variables

Trip Generation	Trip Length
ITE Trip Generation Manual 10th Edition	**National Household Travel Survey** **Legal Requirements from Chapter 395**

Kimley»Horn

Service Units: Roadway

ITE Land Use	Single-Family Detached Housing (ITE # 210)
Trips	0.99 Vehicles (PM Peak) *(ITE Trip Generation)*
X Trip Length	3.00 Miles
Vehicle-Miles	2.97 Vehicle-Miles

ITE Land Use	Shopping Center (ITE #820)
Trips	2.51 Vehicles (PM Peak) *(ITE Trip Generation)*
Reduction for Pass-by Trips	34% *(ITE Trip Generation Handbook)* 3.81 Vehicles (PM Peak)
X Trip Length	2.80 Miles
Vehicle-Miles**	7.03 Vehicle-Miles

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 2.**

Meeting Date: 08/15/2022

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Scheduling a Joint Meeting of the City Council for 11:00 a.m. on Thursday, September 22, 2022. The purpose of the Joint Meeting will be to Review the Draft 2022 Comprehensive Plan and Trails Master Plan, and to Review the proposed changes to the General Zoning Ordinance.

Issue:

Consider Scheduling a Joint Meeting of the City Council for 11:00 a.m. on Thursday, September 22, 2022

Background:

On January 18, 2022, City Council approved a contract to update the City of Sherman's Comprehensive Master Plan. Halff Associates was selected to assist in updating the Comprehensive Plan. The proposed plan has addressed the following key tasks:

- Develop a Vision for Growth in Sherman
- Evaluate Existing Conditions
- Develop Future Land Use Plan to guide new growth

A Comprehensive Plan Advisory Committee was established to provide guidance to staff and the project consultant as the Comprehensive Plan was developed. This committee met four times throughout the project schedule. In addition to the advisory committee, a public open house took place, an online survey was completed and multiple stakeholder meetings were conducted to gather input for the development of the Comprehensive Plan. Since the project was initiated in early 2022, Halff Associates has completed a majority of the project tasks and a draft plan is ready for Council review.

Occurring concurrently with the Comprehensive Plan schedule, Staff has been actively working on proposed updates to the General Zoning Ordinance to reflect changes in development. A Planning and Zoning Commission sub-committee was established to provide guidance for staff in developing these proposed Zoning Ordinance changes. The sub-committee has met five times to review the changes to each section of the Zoning Ordinance. The proposed updates to the General Zoning Ordinance are ready for Council review and input.

Origination:

Development Services

Financial Consideration:

None

Staff Recommendation:

It is recommended that the City Council schedule a Joint Meeting for 11:00 a.m. on Thursday, September 22nd in the City Council Chambers.

Alternatives:

An alternate date, if needed, is Wednesday, September 21, 2022

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 3.**

Meeting Date: 08/15/2022
Prepared By: Rob Rae, Director of Development Services
Approved By: Robby Hefton, City Manager

Caption:

****OTHER BUSINESS**
Final Plat Approval of Bakersfield Addition Lot 1, Block 1, being 13.564 acres in the Elizabeth Jones Survey, Abstract No. 625; John Adcock, Owner; Charlie Moussa, Premier Multifamily Development, Developer; and Pacheco Koch Consulting Engineers; Surveyor (4001 OB Groner Road)

Issue:

To consider Final Plat Approval of Bakersfield Addition Lot 1, Block 1, being 13.564 acres in the Elizabeth Jones Survey, Abstract No. 625; John Adcock, Owner; Charlie Moussa, Premier Multifamily Development, Developer; and Pacheco Koch Consulting Engineers; Surveyor (4001 OB Groner Road)

Background:

The property is located at 4001 OB Groner Road near the northwest corner of West OB Groner Road and South FM 1417 (Heritage Parkway) and is zoned R-2 (Multi-Family Residential) District. The owner would like to plat the property into one lot for a multi-family residential development.

The following has been approved for this location:

- September 21, 2021 - Zone Change from M-1 (Light Manufacturing) District to R-2 (Multi-Family Residential) District
- May 17, 2022 - Variance under Ordinance No. 2280, Section 6.4, Subsection (4) to allow 483 parking spaces in lieu of the required 570 in an R-2 (Multi-Family Residential) District.
- May 17, 2022 - Site plan approval for a 276-unit multi-family development.

Origination:

John Adcock (Owner)
Charlie Moussa, Premier Multifamily Development (Developer)
Pacheco Koch Consulting Engineers (Surveyor)

Financial Consideration:

None

Staff Recommendation:

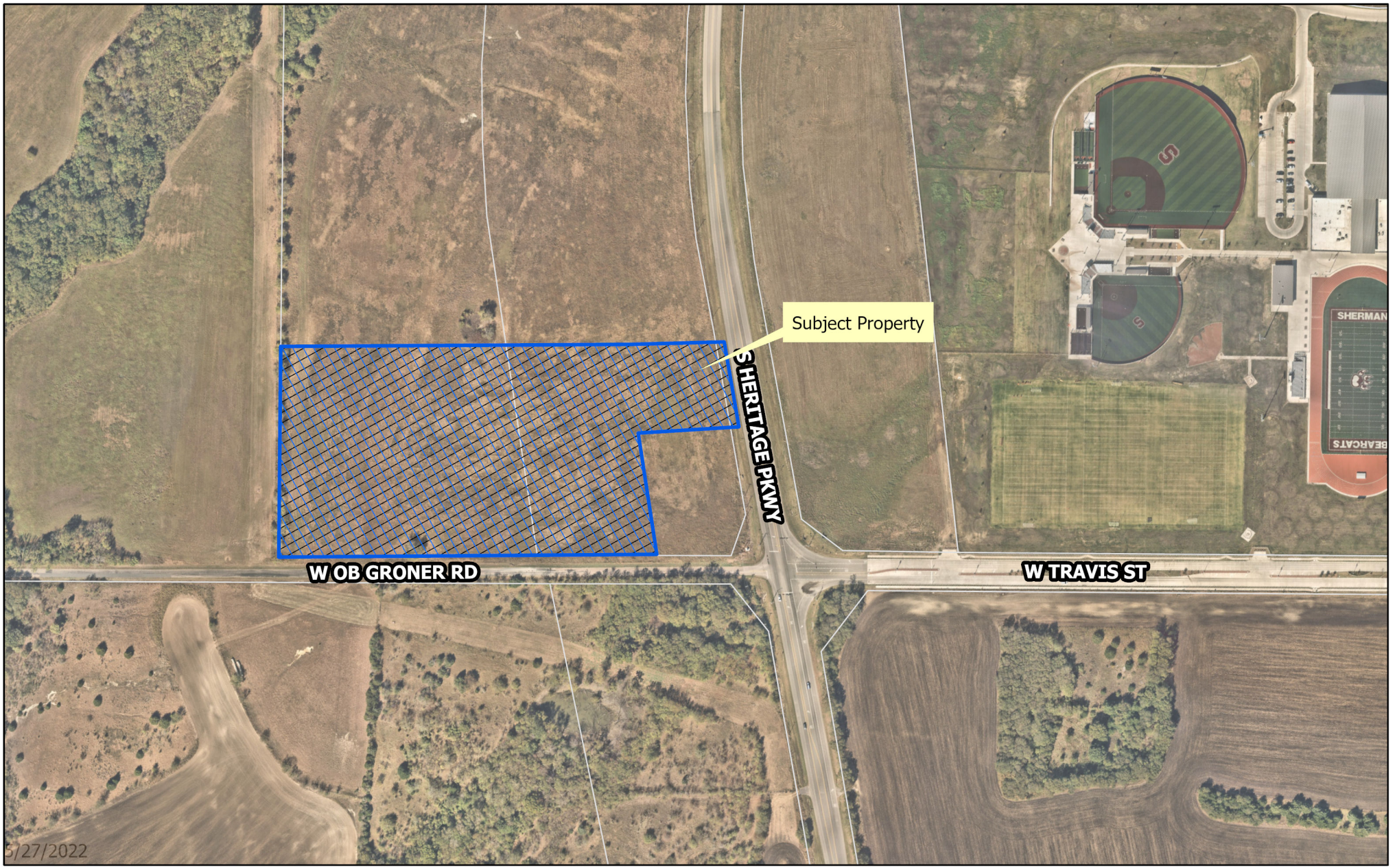
At the July 19, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter
P&Z Communication



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Sherman
CLASSIC TOWN. BROAD HORIZON.

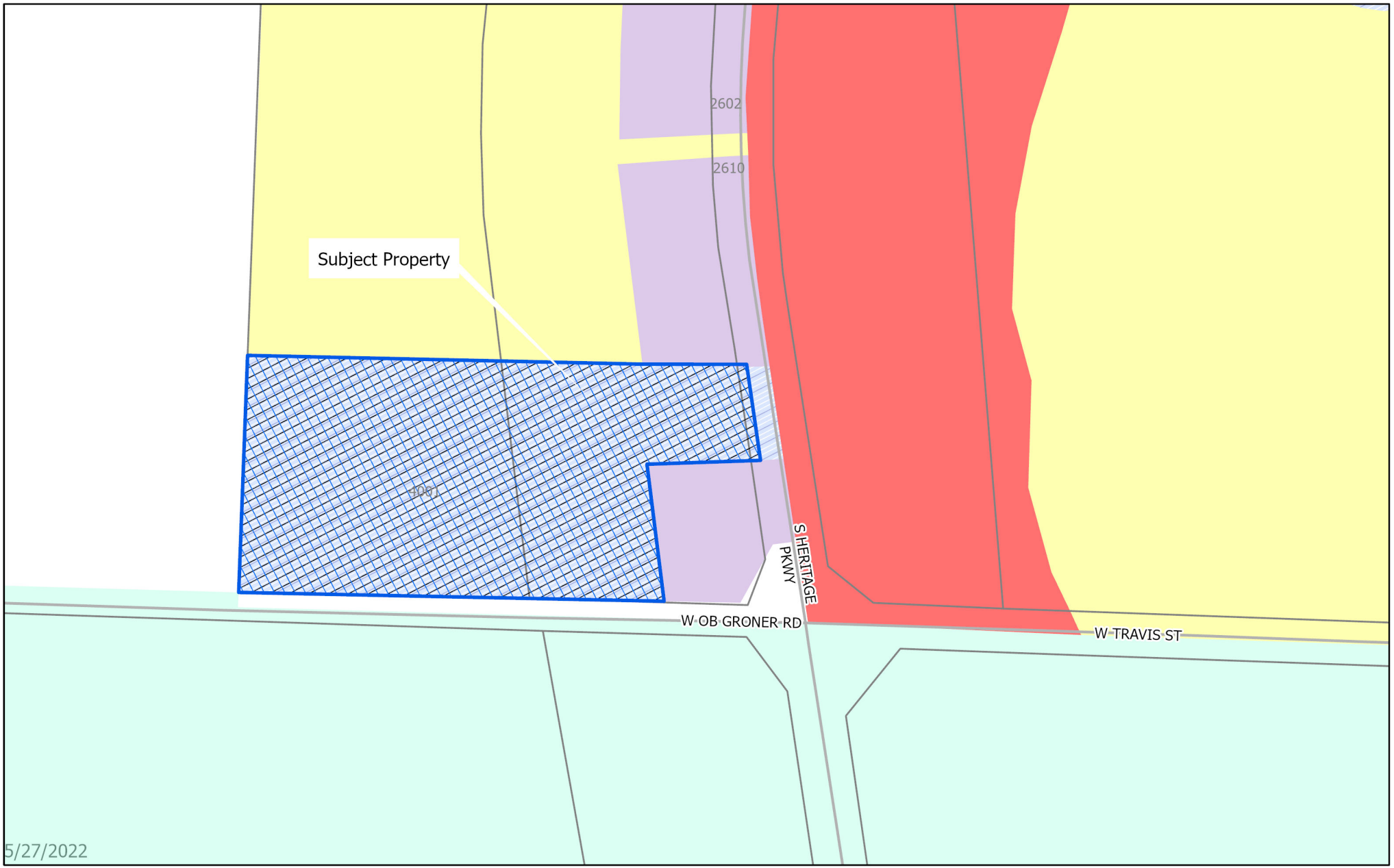
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Location Map
(Bakersfield Addition)

N
W E
S

Date: 5/26/2022 2:06 PM

Scale: 1:4,062



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Subject Locations
- Parcels

CITY OF SHERMAN
Zoning Location Map
(Bakersfield Addition)

N W E S

Scale: 1:3,603

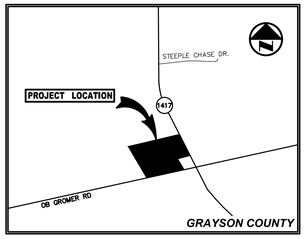
Date: 5/26/2022 2:06 PM

0 50 100 200 300

GRAPHIC SCALE IN FEET
1" = 100'

LEGEND

- 5/8–INCH IRON ROD W/ALUMINUM DISK STAMPED W/"TEXAS DEPT. OF TRANSPORTATION R.O.W. MONUMENT" FOUND
- IRF 1/2–INCH IRON ROD FOUND
- IRS 5/8–INCH IRON ROD W/"PACHECO KOCH" CAP SET
- PROPERTY LINE
- EASEMENT LINE
- SETBACK LINE



VICINITY MAP
(NOT TO SCALE)

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That Sherman VII, LLC, being the owner of the hereinabove described property, do hereby adopt this final plat, designating the herein above described property as **BAKERSFIELD ADDITION**, an addition to the City of Sherman, Grayson County, Texas, and does hereby dedicate to the public use forever any streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring the use or using same. Any public or private utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths, which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easement strips and any public or private utility shall, at all times, have the right to ingress and egress to, 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 at Dallas, Texas, this the _____ day of _____, 2022.

Sherman VII, LLC, a Mississippi limited liability company

By: _____
John W. Adcock
Manager

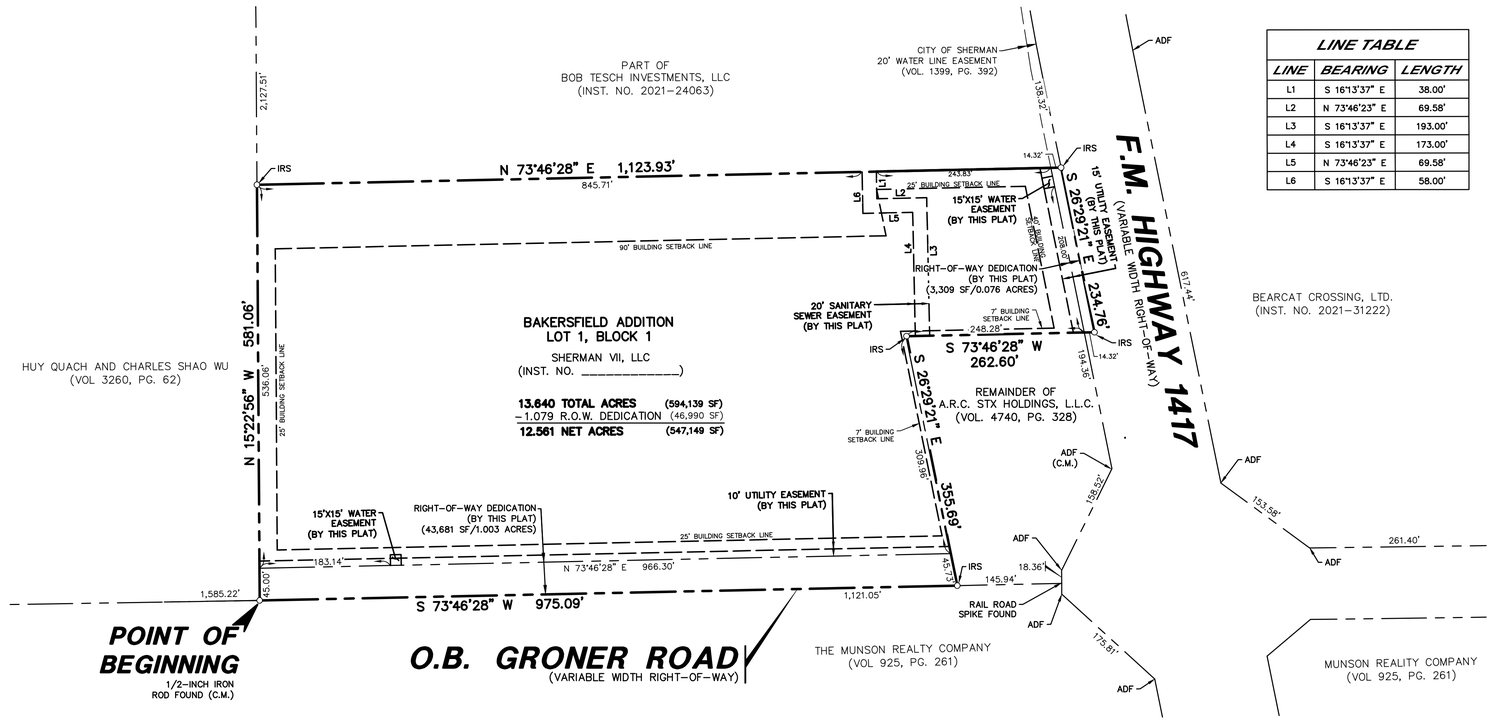
STATE OF TEXAS §

COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day John W. Adcock personally appeared, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2022.

_____
Notary Public in and for the State of Texas



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 16°13'37" E	38.00'
L2	N 73°46'23" E	69.58'
L3	S 16°13'37" E	193.00'
L4	S 16°13'37" E	173.00'
L5	N 73°46'23" E	69.58'
L6	S 16°13'37" E	58.00'

GENERAL NOTES:

1. Bearing system for this survey is based on the State Plane Coordinate System, North American Datum of 1983 (2011), Texas North Central Zone 4202. Distances reported have been scaled by applying the Grayson County TxDOT surface adjustment factor of 1.00010071200.
2. Subject property is shown on the National Flood Insurance Program Flood Insurance Rate Map for Dallas County, Texas and Incorporated Areas, Map No. 48181C0400F, Community–Panel No. 485509 0400 F, Revised Date: September, 2010. All of the subject property is shown to be located in Zone "X" on said map. Relevant zones are defined on said map as follows:

   Zone "X" – Other Areas: Areas determined to be outside the 0.2% annual chance floodplain.
3. This survey does not provide a determination or opinion concerning the location or existence of wetlands, faultlines, toxic or hazardous waste areas, subsidence, subsurface and environmental conditions or geological issues. No statement is made concerning the suitability of the subject tract for any intended use, purpose or development.
4. Square footage totals shown hereon or referenced herein are based on mathematical closures and do not necessarily represent the positional accuracy of the boundary monuments.
5. The distances shown hereon for adjoining and adjacent properties have been compiled from recorded plats and deeds, and do not necessarily represent field verified or monumented distances.

AVIGATION RELEASE:

STATE OF TEXAS §

COUNTY OF GRAYSON §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Sherman VII, LLC, hereinafter called owner, is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described in this plat.

Owner does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a home–rule municipality, hereinafter called City, and the Sherman Municipal Airport, hereinafter called AIRPORT, and their respective successors and assigns, of and 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 any and all aircraft ("aircraft" being defined for the purpose of this instrument as any contrivance now known or hereinafter invented, including but not limited to jet, propeller–driven, civil, military, experimental or commercial aircraft and helicopters, regardless of existing or future noise levels, designed or used for the purpose of transporting persons or property through the air, by whoever owned or operated), in the airspace over OWNER's property. Such release shall include, but not be limited to, any damages to OWNER'S 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, taking off from, operating at or on, or being maintained at the Sherman Municipal Airport, whether such claim be for injury or death to person or persons or damages to or taking of property.

This Release shall be binding upon OWNER and OWNER's successors, heirs, executors, administrators and assigns, and shall be a covenant running with the land.

Executed this _____ day of _____, AD, 2022.

_____
SHERMAN VII, LLC

OWNER'S CERTIFICATE

DESCRIPTION, of a 13.564 acre (590,830 square foot) tract of land situated in the Elizabeth Jones Survey, Abstract No. 625, Survey, Grayson County, Texas; said tract being that certain tract of land described in Special Warranty Deed to Sherman VII, LLC recorded in Instrument Number _____ of the Official Public Records of Grayson County, Texas; said 13.564 acre tract being more particularly described as follows;

BEGINNING, at a 1/2–inch iron rod found for corner (controlling monument) in the approximate centerline of O. B. Groner Road (a variable width right–of–way); said point being the north line of that certain tract of land described in Warranty Deed With Vendor's Lien to The Munson Realty Company recorded in Volume 925, Page 261 of the Deed Records of Grayson County, Texas; said point being the southeast corner of that certain tract to land described in Warranty Deed to Huy Quach and Charles Shao Wu recorded in Volume 3260, Page 62 of said Deed Records;

THENCE, North 15 degrees, 22 minutes, 56 seconds West, departing the said approximate centerline of O. B. Groner Road, the said north line of The Munson Realty tract, and along the east line of said Huy Quach and Charles Shao Wu tract, a distance of 581.06 feet to a 5/8–inch iron rod with "PACHECO KOCH" cap set for corner;

THENCE, North 73 degrees, 46 minutes, 28 seconds East, departing said east line of Huy Quach and Charles Shao Wu tract and into and across that certain tract of land described in Special Warranty Deed with Vendor's Lien to Bob Tesch Investments, LLC recorded in Instrument No. 2021–24063 of said Official Public Records, a distance of 1,123.93 feet to a 5/8–inch iron rod with "PACHECO KOCH" cap set for corner; said point being in the southwesterly right–of–way line of F.M. Highway 1417 (a variable width right–of–way);

THENCE, South 26 degrees, 29 minutes, 21 seconds East, along said southwesterly line of F.M. Highway 1417, a distance of 234.76 feet to a 5/8–inch iron rod with "PACHECO KOCH" cap set for corner;

THENCE, South 73 degrees, 46 minutes, 28 seconds West, departing said southwesterly line of F.M. Highway 1417, along a north line of the remainder of that certain tract of land described in Special Warranty Deed to A.R.C. STX Holdings, L.L.C. recorded in Volume 4740, Page 328 of said Deed Records, a distance of 262.60 feet to a 5/8–inch iron rod with "PACHECO KOCH" cap set for corner; said point being a northwestern corner of said remainder tract of A.R.C. STX Holdings, L.L.C. tract;

South 26 degrees, 29 minutes, 21 seconds East, along the west line of said remainder tract of A.R.C. STX Holdings, L.L.C. tract, a distance of 355.69 feet to a 5/8–inch iron rod with "PACHECO KOCH" cap set for corner; said point being the southwest corner of said remainder tract of A.R.C. STX Holdings, L.L.C. tract and being in said approximate centerline of O. B. Groner Road;

THENCE, South 73 degrees, 46 minutes, 28 seconds West, along said approximate centerline of O.B. Groner Road and said north line of The Munson Realty tract, a distance of 975.09 feet to the POINT OF BEGINNING;

CONTAINING: 13.640 acres or 594,139 square feet of land, more or less.

SURVEYOR'S CERTIFICATE

I, Jonathan E. Cooper, Registered Professional land Surveyor, State of Texas, do hereby certify that I prepared this plat from the actual and accurate survey of land and that the corner monuments shown hereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
RELEASED 6/22/22.

_____
Jonathan E. Cooper
Registered Professional Land Surveyor
No. 5369

DATE: _____

STATE OF TEXAS §

COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day Jonathan E. Cooper personally appeared, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2022.

_____
Notary Public in and for the State of Texas

CERTIFICATE OF ACCEPTANCE BY THE CITY COUNCIL:

Accepted by the City Council of the City of Sherman:

_____ _____ _____
Mayor, City of Sherman, Texas Date

Thee Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing final plat of **BAKERSFIELD ADDITION**, an addition to the City of Sherman, was submitted to the City Council on the _____ day of _____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements, and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS my hand this _____ day of _____, A.D. 2022.

_____
City Clerk, City of Sherman, Texas

CERTIFICATE OF APPROVAL BY CITY PLANNING AND ZONING COMMISSION:

Approved this _____ day of _____, 2022, by the City Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

FINAL PLAT
BAKERSFIELD ADDITION
LOT 1, BLOCK 1
LOCATED IN THE CITY OF SHERMAN, TEXAS
AND BEING OUT OF THE
ELIZABETH JONES SURVEY, ABSTRACT NO. 625,
GRAYSON COUNTY, TEXAS

SURVEYOR / ENGINEER:
PACHECO KOCH
7557 RAMBLER ROAD, SUITE 1400
DALLAS, TEXAS 75231
PHONE: 972–235–3031
CONTACT: JONATHAN E. COOPER

OWNER:
SHERMAN VII, LLC
20 BELLEGRASS BLVD.
HATTIESBURG, MS 39402
PHONE: 214–662–0729
CONTACT: CHARLIE MOUSSA

Pacheco Koch
7557 RAMBLER ROAD SUITE 1400
DALLAS, TX 75231 972.235.3031
TX REG. ENGINEERING FIRM F–469
TX REG. SURVEYING FIRM LS–10008000

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
JAN/JMC	MWW/JEC	1"=100'	JUNE 2022	5123–21.566

FINAL PLAT - BAKERSFIELD ADDITION, LOT 1, BLOCK 1

MWER
6/22/2022 11:20 AM
M:\DWG–51\5123–21.566\DWG\SURVEY C3D 2018\5123–21.566FP.DWG

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

July 11, 2022

Sherman VII, LLC
Attn: Charlie Moussa
20 Bellegrass Blvd.
Hattiesburg, MS 39402

Pacheco Koch
Attn: Jonathan E. Cooper
7557 Rambler Rd., Suite 1400
Dallas, TX 75231

Dear Applicants,

The request for approval of the Final Plat of Bakersfield Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, July 19, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Final plat layout does not meet City standard. Coordinate with Engineering Department for explanation of required layout. *Code of Ordinances Chapter 10.05, Section 6*
2. Remove Building Setback Lines from plat.
3. The width of the right-of-way and pavement for O.B. Groner Road shall be shown on the plat. If no ROW is documented, existing ROW shall be determined by found monuments and shown on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
4. Graphically show edge of pavement on drawing.
5. Instrument information on ownership block of subject property to be shown on the drawing.
6. Dedicated Right of Way to be shown on drawing as a solid line to minimize confusion with surrounding easement lines.
7. City sewer does not serve subject property. On-site sewage facility or extension of sewer main by developer is required. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
8. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
9. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
10. Three Party Agreement required for Public Infrastructure.
11. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.

12. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
13. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board 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 Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 28.

Meeting Date: 07/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

* **4001 OB GRONER ROAD**

The request of John Adcock (Owner), Charlie Moussa, Premier Multifamily Development (Developer) and Pacheco Koch Consulting Engineers (Surveyor) concerning the property located at 4001 OB Groner Road, being 13.564 acres in the Elizabeth Jones Survey, Abstract No. 625, as follows:

Planning and Zoning Commission

Final Plat approval of Bakersfield Addition Lot 1, Block 1.

Background:

The property is located at 4001 OB Groner Road near the northwest corner of West OB Groner Road and South FM 1417 (Heritage Parkway) and is zoned R-2 (Multi-Family Residential) District. The owner would like to plat the property into one lot for a multi-family residential development.

The following has been approved for this location:

- September 21, 2021 - Zone Change from M-1 (Light Manufacturing) District to R-2 (Multi-Family Residential) District
- May 17, 2022 - Variance under Ordinance No. 2280, Section 6.4, Subsection (4) to allow 483 parking spaces in lieu of the required 570 in an R-2 (Multi-Family Residential) District.
- May 17, 2022 - Site plan approval for a 276-unit multi-family development.

Adjacent Zoning:

R-1 (One-Family Residential) District
M-1 (Light Manufacturing) District
C-1 (Retail Business) District
PD (Planned Development)

Origination:

John Adcock (Owner)
Charlie Moussa, Premier Multifamily Development (Developer)
Pacheco Koch Consulting Engineers (Surveyor)

Master Plan Designation:

Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Number of notices mailed:

Not Required

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 4.**

Meeting Date: 08/15/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Replat Approval of Opel Addition, Phase Two, being part of the G.B Pilant Survery, Abstract No. 963 and being all of Lots 2 and 3 of Opel Addition, consisting of 2.170 acres; Beranea Cruz, Owner and Helvey-Wagner Surveying Inc., Surveyor (912 and 916 South Gribble Street)

Issue:

To consider Replat Approval of Opel Addition, Phase Two, being part of the G.B Pilant Survery, Abstract No. 963 and being all of Lots 2 and 3 of Opel Addition, consisting of 2.170 acres; Beranea Cruz, Owner and Helvey-Wagner Surveying Inc., Surveyor (912 and 916 South Gribble Street)

Background:

The property is located at 912 and 916 South Gribble Street between East Thomas and East Turley Streets and is zoned R-1 (One-Family Residential) District. The owner would like to plat the property into two lots for residential development.

Origination:

Beranea Cruz (Owner)
Helvey-Wagner Surveying Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

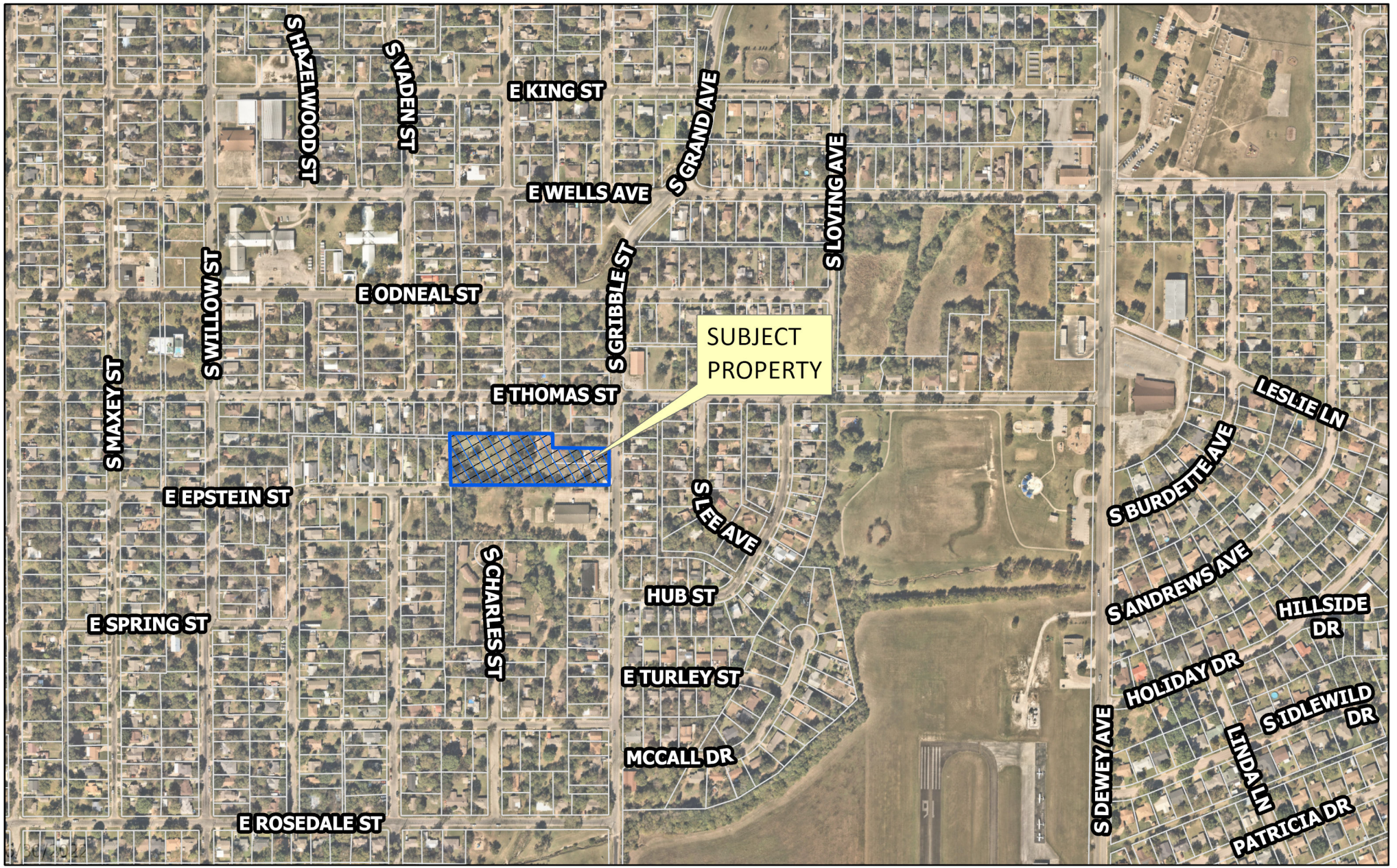
At the July 19, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter
P&Z Communication



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
(912 & 916 S Gribble)

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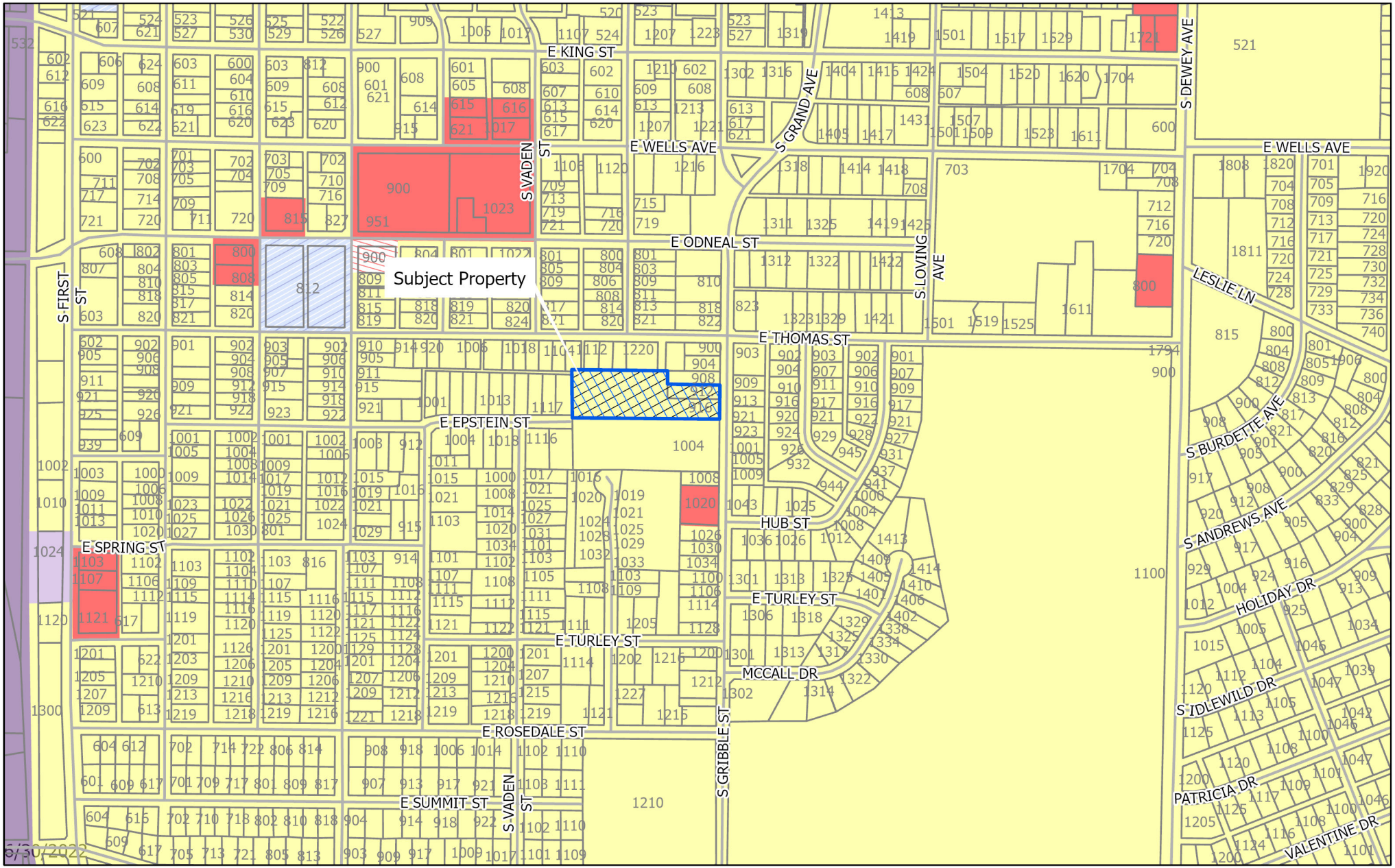
Date: 6/30/2022 8:16 AM

Scale: 1:5,588



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6/30/2022

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Subject Locations
- Parcels

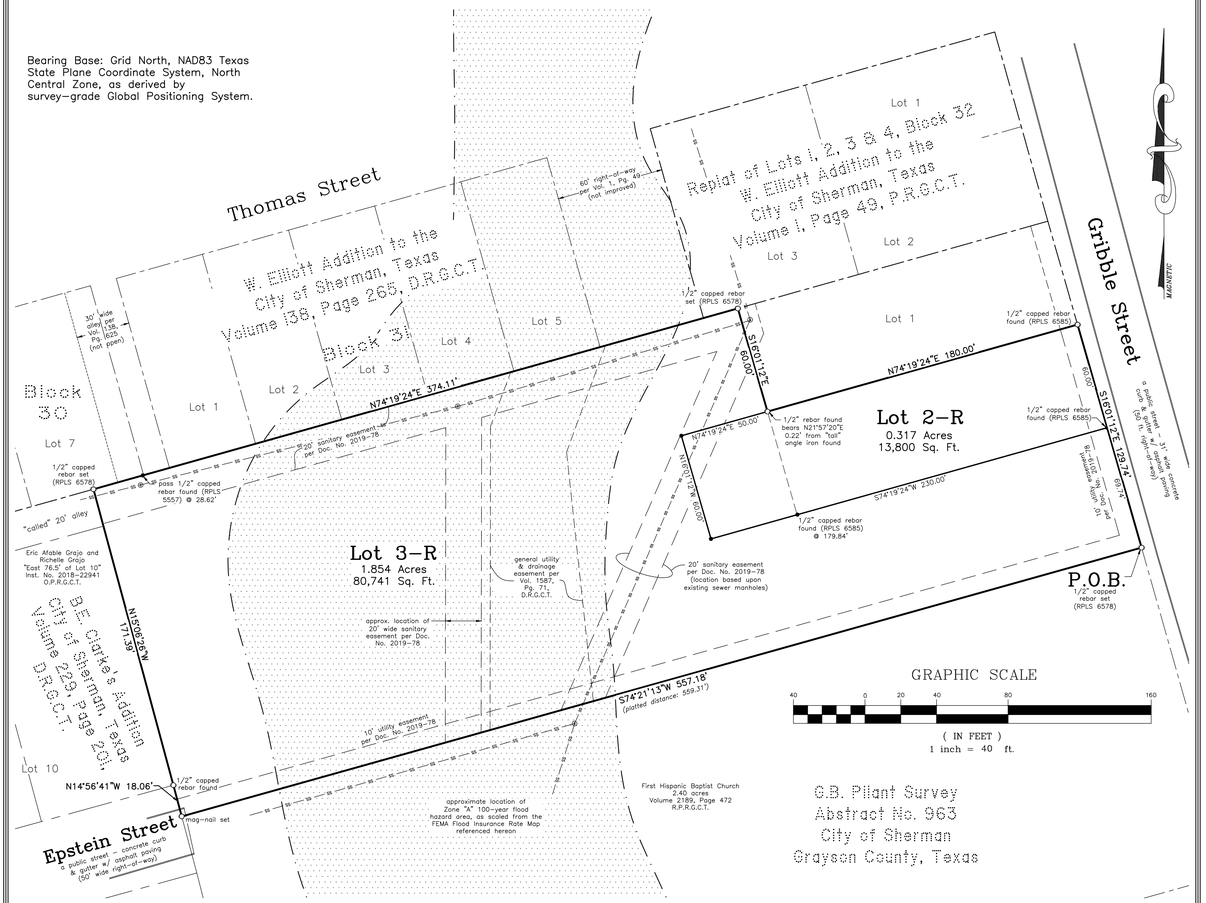
CITY OF SHERMAN
Zoning Location Map
(912 & 916 S Gribble St)

N W E S

Scale: 1:6,005

Date: 6/30/2022 10:18 AM

912/916 S GRIBBLE



Opel Addition, Phase Two

(being a Replat of Lots 2 & 3 of Opel Addition) to the City of Sherman, Texas

2.170 Acres

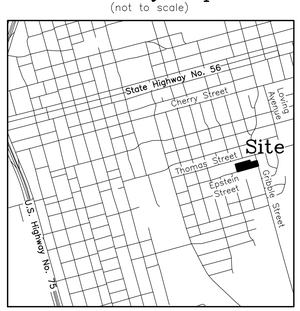
in the

G.B. Pilant Survey Abstract No. 963

General Notes:

1. Water Supply to be provided by City of Sherman.
2. Sewer service to be provided by City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery Co.
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 for the control of erosion.
7. A portion of the property shown on the plat hereon lies within a Zone "A" 100-Year Flood Hazard Area Designation, as scaled from the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0290 F, Revised Date: September 29, 2010.
8. 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.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

Vicinity Map
(not to scale)



Job No. CGS470622

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owner:
Adrian Cruz Hernandez &
Beranea Cruz Hernandez
412 W. Dulins Street
Sherman, Texas 75090

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FIELD NOTES

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the G.B. Pilant Survey, Abstract No. 963, and being all of Lots 2 and 3 of Opel Addition to the City of Sherman, Texas, as per plat of record in Document No. 2019-78, Plat Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch capped rebar set (RPLS 6578) lying in the West line of Gribble Street, a public road, the Northeast corner of the 2.40 acre tract conveyed to First Hispanic Baptist Church, as recorded in Volume 2189, Page 472, Real Public Records, Grayson County, Texas, being the Southeast corner of both said Lot 3 and the herein described tract;

THENCE South 74 deg. 21 min. 13 sec. West, with the North line of said First Hispanic Baptist Church 2.40 ac. and the South line of said Lot 3, a distance of 557.18 ft. to a mag-nail with flasher set in the pavement of Epstein Street, a public street, at the Southwest corner of both said Lot 3 and the herein described tract;

THENCE North 14 deg. 56 min. 41 sec. West, with the East line of Epstein Street, a distance of 18.06 ft. to a ½ inch capped rebar found at the Southeast corner of Lot 10 of B.E. Clarke's Addition to the City of Sherman, Texas, as per plat of record in Volume 229, Page 201, Deed Records, Grayson County, Texas;

THENCE North 15 deg. 06 min. 26 sec. West, with the East line of said Lot 10, B.E. Clarke's Addition, passing the Northeast corner of said Lot 10 and the Southeast corner of a "called" 20 ft. wide alley and continuing on for a total distance of 171.39 ft. to a 1/2 inch capped rebar set (RPLS 6578), in the South line of Lot 7, Block 30, W. Elliott Addition to the City of Sherman, Texas as per plat of record in Volume 138, Page 265, said Deed Records, at the Northeast corner of the herein described tract;

THENCE North 74 deg. 19 min. 24 sec. East, with the North line of said Lot 3, Opel Addition and the South line of said Block 30, W. Elliott Addition, **PASSING** a 1/2 inch capped rebar found (RPLS 5557) at 28.62 ft. and continuing with the South line of Block 31 of said W. Elliott Addition, passing the Southeast corner of said Block 31, continuing and passing the Southeast corner of Lot 3 of the Replat of Lots 1, 2, 3, & 4, Block 32, W. Elliott Addition to the City of Sherman, Texas, as per plat of record in Volume 1, Page 49, said Plat Records, for a **TOTAL** distance of 374.11 ft. to a 1/2 inch capped rebar set (RPLS 6578) at the Northwest corner of Lot 1, said Opel Addition and the most Northerly Northeast corner of both said Lot 3 and the herein described tract;

THENCE South 16 deg. 01 min. 12 sec. East, with the West line of said Lot 1, Opel Addition and with an Easterly line of said Lot 3, a distance of 60.00 ft. to a 1/2 inch rebar found at the Southwest corner of said Lot 1 and the Northwest corner of said Lot 2, Opel Addition, being an Ell corner of the herein described tract, from which point bears North 21 deg. 57 min. 20 sec. East, 0.22 ft. from a "tail" angle iron found;

THENCE North 74 deg. 19 min. 24 sec. East, with the South line of said Lot 1, and the North line of said Lot 2, a distance of 180.00 ft. to a 1/2 inch capped rebar found (RPLS 6585) lying in the West line of said Gribble Street, at the Southeast corner of said Lot 1, the Northeast corner of said Lot 2, and the most Easterly Northeast corner of the herein described tract;

THENCE South 16 deg. 01 min. 12 sec. East, with the West line of said Gribble Street and the East line of said Lot 2 and the most Easterly line of said Lot 3, a distance of 129.74 ft. to the **PLACE OF BEGINNING** and containing **2.170 ACRES** of land.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Kate A. Wagner, 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 shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

_____

Kate A. Wagner, R. P. L. S. No. 6578 Date:

STATE OF TEXAS REGISTERED KATE A. WAGNER 6578 PROFESSIONAL LAND SURVEYOR

We, Adrian Cruz Hernandez and Beranea Cruz Hernandez, sole owners of Opel Addition, Phase Two (being a Replat of Lots 2 & 3 of Opel Addition to the City of Sherman) to the City of Sherman, Texas, do hereby dedicate the streets, easements, alleys, rights-of-way, parks, school sites and other public places shown hereon to the public use forever.

_____ _____

Adrian Cruz Hernandez Beranea Cruz Hernandez

AVIGATION RELEASE

WHEREAS, Adrian Cruz Hernandez and Beranea Cruz Hernandez, 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 Opel Addition, Phase Two, 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 remiss 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 Opel Addition, Phase Two, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this _____ day of _____, 2022.

By:_____ _____

By: Adrian Cruz Hernandez and Beranea Cruz Hernandez, Owner

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared Adrian Cruz Hernandez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2022.

_____

Notary Public, Grayson County, Texas

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared Beranea Cruz Hernandez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she 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 _____ day of _____, 2022.

_____

Notary Public, Grayson County, Texas

Sherman
CLASSIC TOWN. BROAD HORIZON.

This, the final plat of Opel Addition, Phase Two (being a Replat of Lots 2 & 3 of Opel Addition to the City of Sherman) to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2022, by the Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____

Chairman Secretary

This, the final plat of Opel Addition, Phase Two (being a Replat of Lots 2 & 3 of Opel Addition to the City of Sherman) to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2022, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____

MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing final plat of Opel Addition, Phase Two (being a Replat of Lots 2 & 3 of Opel Addition to the City of Sherman) to the City of Sherman, Texas, was submitted to the City Council of Sherman, Texas, on the _____ day of _____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND THIS _____ DAY OF _____, 2022, BY _____

CITY CLERK, CITY OF SHERMAN, TEXAS

Opel Addition, Phase Two
(being a Replat of Lots 2 & 3 of Opel Addition)
to the
City of Sherman, Texas
2.170 Acres
in the
G.B. Pilant Survey, Abstract No. 963

Job No. CGS470622

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owner:
Adrian Cruz Hernandez &
Beranea Cruz Hernandez
412 W. Dulins Street
Sherman, Texas 75090

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Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

July 11, 2022

Adrian Cruz Hernandez
Beranea Cruz Hernandez
412 W. Dulins Street
Sherman, TX 75090

Helvey-Wagner Surveying, Inc.
222 W. Main St.
Denison, TX 75020

Dear Applicants,

The request for approval of the Final Plat of Opel Addition, Phase Two has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, July 19, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Show flood fringe on plat. Plat must reflect and reference information as stated in FEMA Physical Map Revision No. 316-PMR.
2. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*
3. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
4. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
5. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board 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 Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 27.

Meeting Date: 07/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

* **912 AND 916 SOUTH GRIBBLE STREET**

The request of Beranea Cruz (Owner) and Helvey-Wagner Surveying Inc. (Surveyor) concerning the property located at 912 and 916 South Gribble Street, being part of the G.B Pilant Survery, Abstract No. 963 and being all of Lots 2 and 3 of Opel Addition, consisting of 2.170 acres, as follows:

Planning and Zoning Commission

Replat approval of Opel Addition, Phase Two.

Background:

The property is located at 912 and 916 South Gribble Street between East Thomas and East Turley Streets and is zoned R-1 (One-Family Residential) District. The owner would like to plat the property into two lots for residential development..

Adjacent Zoning:

R-1 (One-Family Residential) District

Origination:

Beranea Cruz (Owner)
Helvey-Wagner Surveying Inc. (Surveyor)

Master Plan Designation:

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

46

Objections Received:
0

Development Review Meeting:
No

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 5.**

Meeting Date: 08/15/2022
Prepared By: Rob Rae, Director of Development Services
Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Replat Approval of Lots 8 & 9, Block 1, Preston Club The Classics – Phase Three, being part of the Daniel Bickenback Survey, Abstract No. 128 and being all of Lots 8 and 9, Block 1, Preston Club The Classics-Phase Three, consisting of 0.452 acres; WUI Developments LLC, Owner and Helvey-Wagner Surveying Inc., Surveyor (112 and 128 Roberts Run)

Issue:

To consider Replat Approval of Lots 8 & 9, Block 1, Preston Club The Classics – Phase Three, being part of the Daniel Bickenback Survey, Abstract No. 128 and being all of Lots 8 and 9, Block 1, Preston Club The Classics-Phase Three, consisting of 0.452 acres; WUI Developments LLC, Owner and Helvey-Wagner Surveying Inc., Surveyor (112 and 128 Roberts Run)

Background:

The property is located at 112 and 128 Roberts Run between Preston Club Drive and North Highway 289 and is zoned R-1 (One-Family Residential) District. The owner would like to plat the property into one lot for residential development and dedicate 0.155 acres of the property for right-of-way purposes.

Origination:

WUI Developments LLC (Owner)
Helvey-Wagner Surveying Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

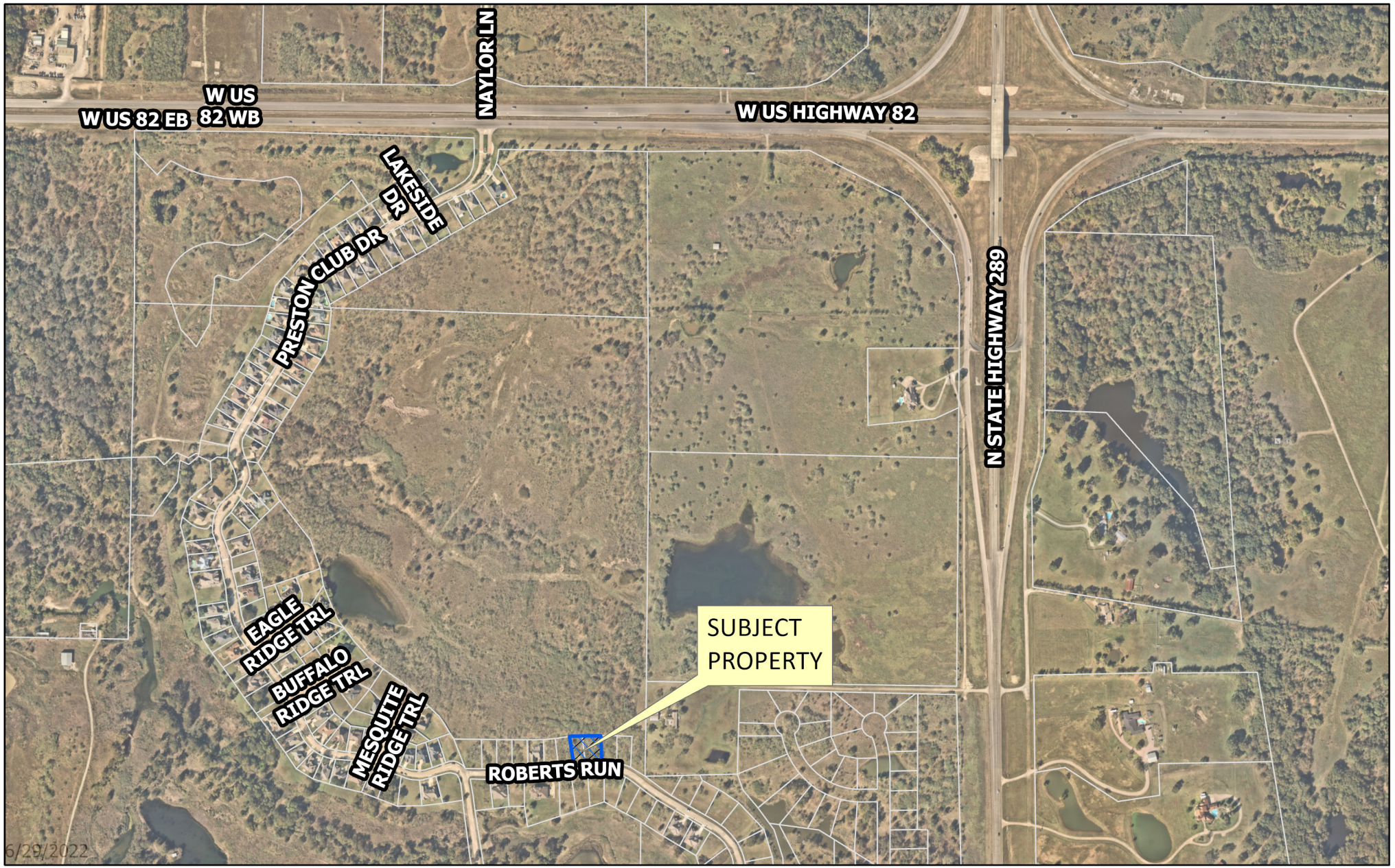
At the July 19, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter
P&Z Communication



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
(112 & 128 Roberts Run)

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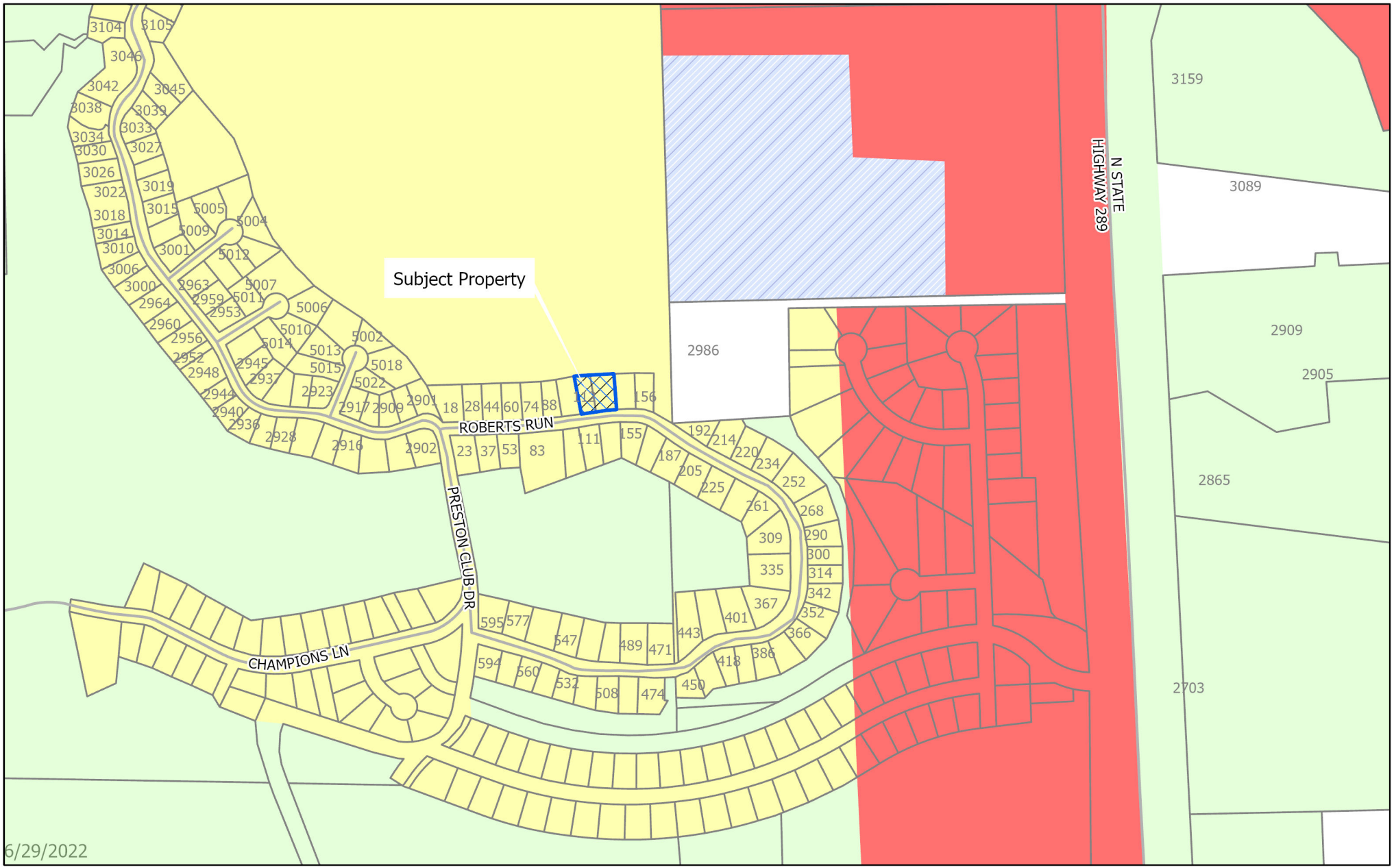

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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Subject Locations
- Parcels

CITY OF SHERMAN
Zoning Location Map
(112 & 128 Roberts Run)

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W E
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Scale: 1:6,005

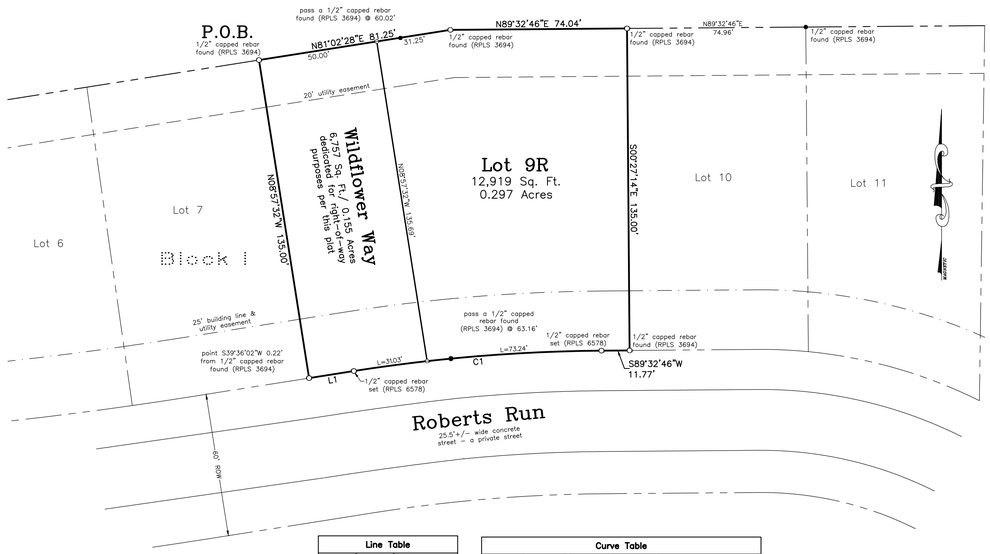
Date: 6/29/2022 3:35 PM

112 & 128 ROBERTS RUN

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

Daniel Bickenback Survey
Abstract No. 128
Grayson County, Texas

Christopher Rehmet &
Claire Tate Rehmet
95.277 acres
Inst. No. 2020–631
O.P.R.G.C.T.



Line Table		
Line #	Length	Bearing
L1	18.98'	S81°02'28"W

Curve Table				
Curve #	Length	Radius	Delta	Chord
C1	104.27'	702.43'	8°30'18"	S85°17'37"W, 104.17'

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

Replat of Lots 8 & 9, Block 1, Preston Club The Classics - Phase Three

to the

City of Sherman, Texas

0.452 Acres

in the

David Bickenback Survey Abstract No. 128

General Notes:

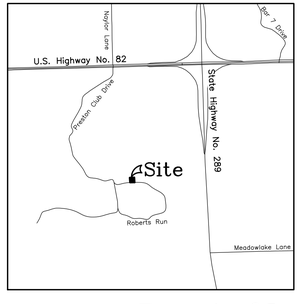
1. Water Supply to be provided by City of Sherman.
2. Sewer service to be provided by City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery Co.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is 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 for the control of erosion.
7. A portion of the property shown on the plat hereon lies within a Zone "A" 100–Year Flood Hazard Area Designation, as scaled from the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0275 F, Revised Date: September 29, 2010.
8. 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.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

Job No. CGS500622

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463–6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owner:
WUI Development, LLC
2902 U.S. Highway 75
Sherman, Texas 75090

Vicinity Map
(not to scale)



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FIELD NOTES

SITUATED in the County of Grayson, State of Texas, and being a part of the Daniel Bickenback Survey, Abstract No. 128 and being all of Lots 8 & 9, Block 1, Preston Club The Classics–Phase Three to Grayson County, Texas as per plat of record in Volume 19, Pages 46 and 47, Plat Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to–wit:

BEGINNING at a 1/2 inch capped rebar found (RPLS 3694) in the South line of the 95.277 acre tract of land conveyed to Christopher Rehmet and Claire Tate Rehmet in Inst. No. 2020–631, Official Public Records, Grayson County, Texas, at the Northeast corner of Lot 7, said Block 1 and the Northwest corner of both said Lot 8 and the herein described tract;

THENCE North 81 deg. 02 min. 28 sec. East, with the South line of said Rehmet 95.277 ac. and the North line of said Lot 8, passing a ½ inch capped rebar found (RPLS 3694) at 60.02 ft. at the Northeast corner of said Lot 8 and the Northwest corner of said Lot 9, continuing on with the North line of said Lot 9 for a **TOTAL** distance of 81.25 ft. to a ½ inch capped rebar found (RPLS 3694) at an angle point;

THENCE North 89 deg. 32 min. 46 sec. East, continuing with the South line of said Rehmet 95.277 ac. and the North line of said Lot 9, a distance of 74.04 ft. to a 1/2 inch capped rebar found (RPLS 3694) at the Northwest corner of Lot 10, said Block 1 and the Northeast corner of both said Lot 9 and the herein described tract, FROM which a ½ inch capped rebar found (RPLS 3694) at the Northeast corner of said Lot 10 bears North 89 deg. 32 min. 46 sec. East, 74.96 ft.;

THENCE South 00 deg. 27 min. 14 sec. East, with the West line of said Lot 10 and the East line of said Lot 9, a distance of 135.00 ft. to a 1/2 inch capped rebar found (RPLS 3694) in the North right–of–way line of Roberts Run, a private street, at the Southwest corner of said Lot 10 and the Southeast corner of both said Lot 9 and the herein described tract;

THENCE Southwesterly, with the North right–of–way line of said Roberts Run and the South lines of said Lots 9 and 8, the following calls and distances:

1. South 89 deg. 32 min. 46 sec. West, a distance of 11.77 ft. to a ½ inch capped rebar set, stamped "RPLS 6578" at the beginning of a curve;
2. Southwesterly, with a curve to the left, having a radius of 702.43 ft., a central angle of 8 deg. 03 min. 18 sec. (Chord bears: South 85 deg. 17 min. 37 sec. West, 104.17 ft.) and an arc length of 104.27 ft. to a ½ inch capped rebar set, stamped "RPLS 6578" at the end of said curve (passing a ½ inch capped rebar found (RPLS 3694) along said curve at an arc length of 63.16 ft. at the Southwest corner of said Lot 9 and the Southeast corner of said Lot 8);
3. South 81 deg. 02 min. 28 sec. West, a distance of 18.98 ft. to a point at the Southeast corner of said Lot 7 and the Southwest corner of both said Lot 8 and the herein described tract, SAID point bears South 39 deg. 36 min. 02 sec. West, 0.22 ft. from a ½ inch capped rebar found (RPLS 3694);

THENCE North 08 deg. 57 min. 32 sec. West, with the West line of said Lot 8 and the East line of said Lot 7, a distance of 135.00 ft. to the **PLACE OF BEGINNING** and containing **0.452 ACRES** of land.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Kate A. Wagner, 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 shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

_____
Kate A. Wagner, R. P. L. S. No. 6578 Date:

STATE OF TEXAS
REGISTERED
KATE A. WAGNER
6578
PROFESSIONAL
LAND SURVEYOR

I, WUI Development, LLC, sole owner of Replat of Lots 8 & 9, Block 1, Preston Club The Classics – Phase Three, to the City of Sherman, Texas do hereby dedicate the streets, easements, alleys, rights–of–way, parks, school sites and other public places shown hereon to the public use forever.

_____
Christopher Rehmet, Authorized Representative for WUI Development, LLC

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared Christopher Rehmet, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2022.

_____
Notary Public, Grayson County, Texas

Sherman
CLASSIC TOWN. BROAD HORIZON.

This, the final plat of Replat of Lots 8 & 9, Block 1, Preston Club The Classics – Phase Three, to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2022, by the Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____ _____
Chairman Secretary

This, the final plat of Replat of Lots 8 & 9, Block 1, Preston Club The Classics – Phase Three, to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2022, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____
MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing final plat of Replat of Lots 8 & 9, Block 1, Preston Club The Classics – Phase Three, to the City of Sherman, Texas, was submitted to the City Council of Sherman, Texas, on the _____ day of _____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND THIS _____ DAY OF _____, 2022, BY _____
CITY CLERK, CITY OF SHERMAN, TEXAS

Replat of Lots 8 & 9, Block 1, Preston Club The Classics - Phase Three

to the

City of Sherman, Texas

0.452 Acres

in the

David Bickenback Survey Abstract No. 128

Job No. CGS500622

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463–6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owner:
WUI Development, LLC
2902 U.S. Highway 75
Sherman, Texas 75090

X:\Shared Projects\112–Roberts–Run–Sherman\Civil 3D\Plat.dwg 6/23/2022 1:11 PM

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

July 11, 2022

WUI Development, LLC
2902 US Hwy. 75
Sherman, TX 75090

Helvey-Wagner Surveying, Inc.
222 W. Main St.
Denison, TX 75020

Dear Applicants,

The request for approval of the Replat of Lots 8 & 9, Block 1, Preston Club The Classics, Phase Three has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, July 19, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Statement acknowledging allowance to access Wildflower Way off of Roberts Run on behalf of HOA to be shown on plat.
2. Dedicate a 10' Utility Easement along Wildflower Way. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
3. Curve table does not match metes and bounds description. Correct appropriately. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
4. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
5. Three Party Agreement required for Public Infrastructure.
6. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
7. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*

8. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board 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 Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 26.

Meeting Date: 07/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

* **112 AND 128 ROBERTS RUN**

The request of WUI Developments LLC (Owner) and Helvey-Wagner Surveying Inc. (Surveyor) concerning the property located at 112 and 128 Roberts Run, being part of the Daniel Bickenback Survey, Abstract No. 128 and being all of Lots 8 and 9, Block 1, Preston Club The Classics-Phase Three, consisting of 0.452 acres, as follows:

Planning and Zoning Commission

Replat approval of Lots 8 & 9, Block 1, Preston Club The Classics – Phase Three.

Background:

The property is located at 112 and 128 Roberts Run between Preston Club Drive and North Highway 289 and is zoned R-1 (One-Family Residential) District. The owner would like to plat the property into one lot for residential development and dedicate 0.155 acres of the property for right-of-way purposes.

Adjacent Zoning:

R-1 (One-Family Residential) District

Origination:

WUI Developments LLC (Owner)
Helvey-Wagner Surveying Inc. (Surveyor)

Master Plan Designation:

Not included in Master Plan

Number of notices mailed:

30

Objections Received:

0

Development Review Meeting:
No

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 6.**

Meeting Date: 08/15/2022
Prepared By: Rob Rae, Director of Development Services
Approved By: Robby Hefton, City Manager

Caption:

****OTHER BUSINESS**
Replat Approval of Grayson Chin Baptist Church Addition, being part of the G.B. Pilant survey, Abstract No. 963, and being all of Lots 1, 2, 3 & 4 and a 20' alley in Block 4, W. Elliott's Addition consisting of 0.685 acres; Grayson Chin Baptist Church, Owner; Reverend Khen Chum, Representative; J. Volk Consulting, Engineer; and Copley Land Surveying, Surveyor (527 South Willow Street and 909 East King Street)

Issue:

To consider Replat Approval of Grayson Chin Baptist Church Addition, being part of the G.B. Pilant survey, Abstract No. 963, and being all of Lots 1, 2, 3 & 4 and a 20' alley in Block 4, W. Elliott's Addition consisting of 0.685 acres; Grayson Chin Baptist Church, Owner; Reverend Khen Chum, Representative; J. Volk Consulting, Engineer; and Copley Land Surveying, Surveyor (527 South Willow Street and 909 East King Street)

Background:

The property is located at 527 South Willow Street and 909 East King Street between South Maxey and South Hazelwood Streets and is zoned R-1 (One Family Residential) District. The owner would like to plat the property into one lot for commercial development to be used as a church parking lot.

The following has been approved for 527 South Willow:

- August 31, 1959 - Variance to build an attached carport 8' from the rear property line in lieu of required 25'
- January 9, 1966 - Specific Use Permit to allow a church parking lot in an R-1 (One Family Residential) District
- January 9, 1966 - Variance to not require screening device between SUP and residentially zoned property

Origination:

Grayson Chin Baptist Church (Owner)
Reverend Khen Chum (Representative)
J. Volk Consulting (Engineer)
Copley Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

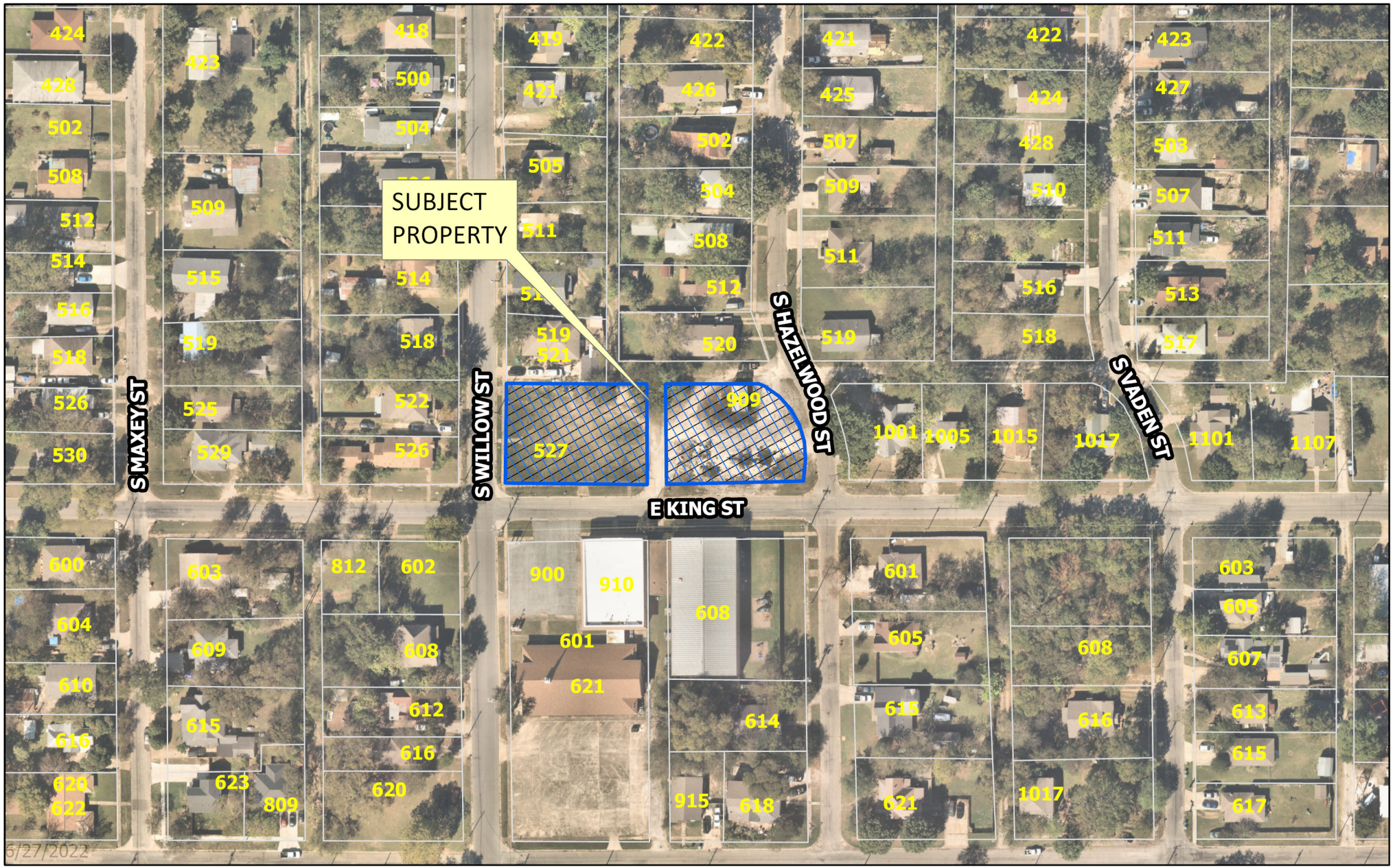
At the July 19, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Zoning Sign Photo
Plat
Site Plan
P&Z Communication
Staff Review Letter



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

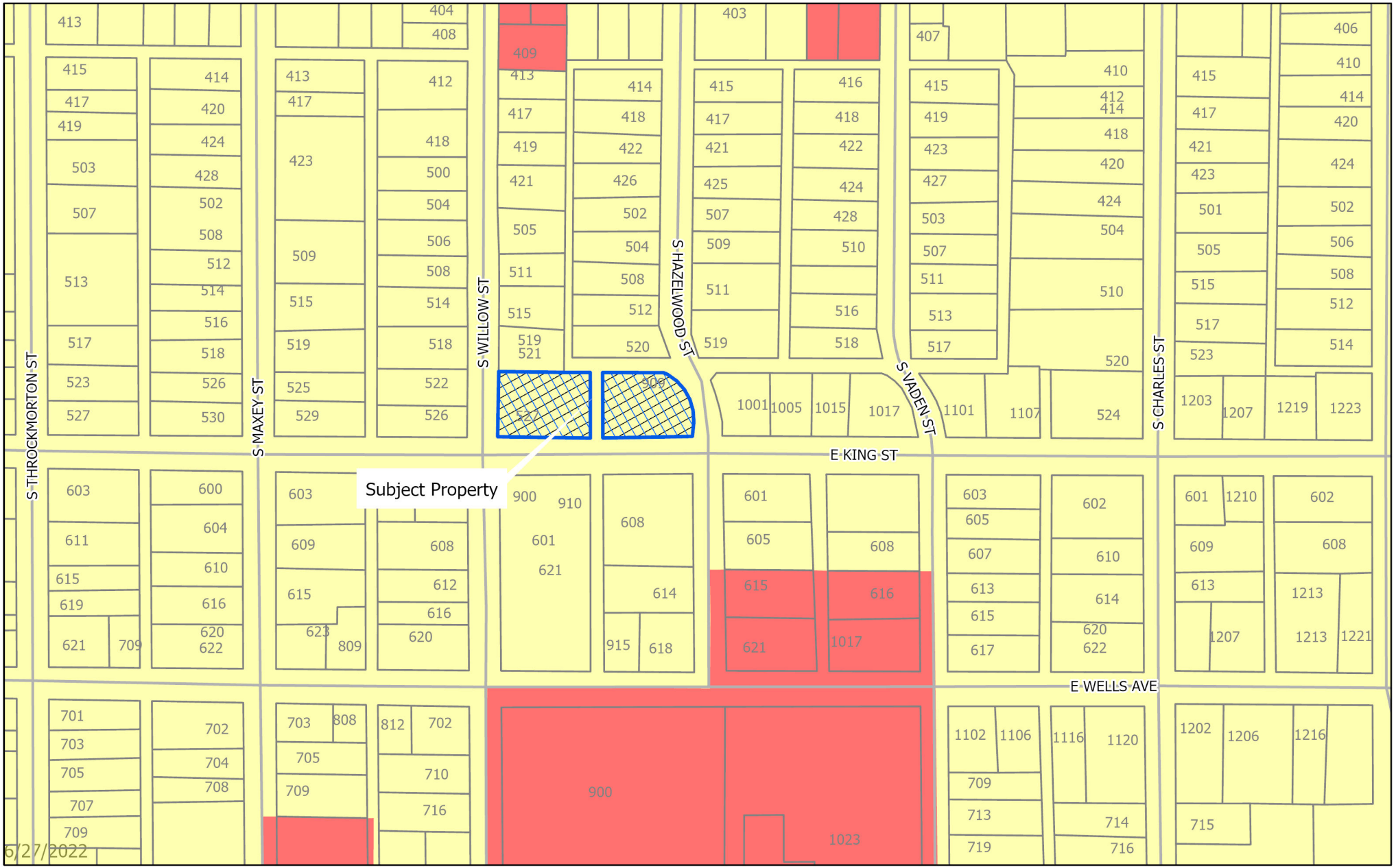
CITY OF SHERMAN

(527 S Willow 909 E King)

N
W E
S

Date: 6/21/2022 2:21 PM

Scale: 1:1,608



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Subject Locations
- Parcels

CITY OF SHERMAN
Zoning Location Map
(527 S Willow 909 E King)

N W E S

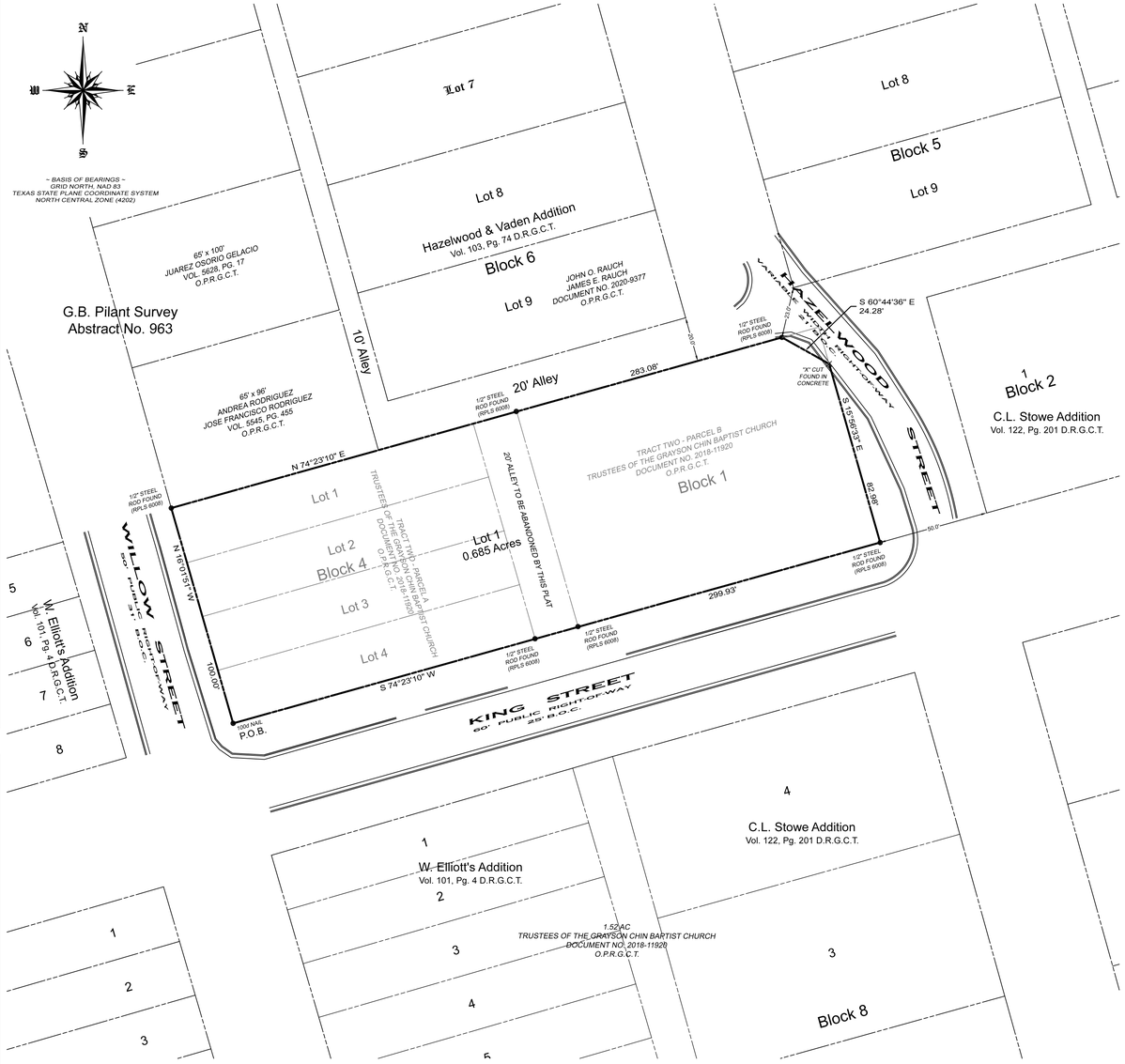
Scale: 1:2,460

Date: 6/21/2022 2:21 PM

909 E KING

527 S WILLOW

ZONING
REQUESTED
ADDITIONAL
INFORMATION
Jun 29, 2022 at 10:37 AM



0 30 60

SCALE ~ 1" = 30'

Copyright © 2022
Copley Land Surveying, Inc.
All rights reserved.

Vacinity Map

~ 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 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.

Purpose:
The purpose of this is to abandon an alley and replat 5 Lots and said alley into 1 Lot.

Final Plat of
GRAYSON CHIN BAPTIST CHURCH ADDITION
an addition to the City of Sherman Grayson County, Texas

6/2/2022

Copley Land Surveying
1702 Verdi Ln., Sherman, Texas 75090
TX 903-415-0643, OK 580-980-0181
john@copleylandsurveying.com

OWNERS/DEVELOPER
TRUSTEES OF THE GRAYSON CHIN BAPTIST CHURCH
901 N. GRAND AVENUE
SHERMAN, TEXAS 75090

SURVEYOR
JOHN C. COPLEY
R.P.L.S. NO. 6720
1702 VERDI LN.
SHERMAN, TEXAS 75090

Legal Description

Situated *in the City of Sherman, County of Grayson, State of Texas, being a part of the G.B. Pilant Survey, Abstract No. 963, and being all of Lots 1, 2, 3 & 4 and a 20' alley in Block 4, W. Elliott's Addition, an addition to the City of Sherman, Texas as shown by plat of record in Volume 101, Page 4, Deed Records, Grayson County, Texas and being all of Block 1, C.L. Stowe Addition, an addition to the City of Sherman, Texas as shown by plat of record in Volume 122, Page 201 of said Deed Records, and being all of Tract Two, Parcel A and B, conveyed to Trustees of the Grayson Chin Baptist Church by deed of record in Document No. 2018-11920, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:*

Beginning *at a 100d nail found in the intersection of the north line of King Street and the east line of Willow Street maintaining the southwest corner of said Lot 4, Block 4, W. Elliott's Addition;*

Thence ***North 16°01'51" West****, along the east line of said Willow Street and the west line of said Block 4, W. Elliott's Addition, a distance of* ***100.00 feet*** *to a 1/2" steel rod found with a cap marked RPLS 6008 maintaining the northwest corner of said Lot 1, Block 4, W. Elliott's Addition and the southwest corner of a 65' x 96' Tract of land conveyed to Andrea Rodriguez and Jose Francisco Rodriguez by deed of record in Volume 5545, Page 455 of said Official Public Records;*

Thence ***North 74°23'10" East****, along the north line of said Lot 1, Block 4, W. Elliott's Addition and the south line of said 65' x 96' Tract, passing the southeast corner of said 65' x 96' Tract and the southwest corner of a 20' Alley of Hazelwood & Vaden Addition, an addition to the City of Sherman as shown by plat of record in Volume 103, Page 74 of said Deed Records, continuing along the south line of said alley and the north line of said Block 4, W. Elliott's Addition, passing a 1/2" steel rod found with a cap marked RPLS 6008, the northeast corner of said 20' alley in Block 4, W. Elliott's Addition and the northwest corner of said Block 1, C.L. Stowe Addition at a distance of 159.****94*** *feet, continuing along the north line of said Block 1, C.L. Stowe Addition, for a total distance of* ***283.08 feet*** *to a 1/2" steel rod found with a cap marked RPLS 6008 in the west line of Hazelwood Street and the north line of said Block 1, C.L. Stowe Addition, maintaining the most northerly northeast corner of said Tract Two – Parcel B;*

Thence ***South 60°44'36" East****, along the corner clip of said Tract Two – Parcel B, a distance of* ***24.12 feet*** *to an "X" cut in concrete found in the east line of said Block 1, C.L. Stowe Addition maintaining the most easterly northeast corner of said Tract Two – Parcel B;*

Thence ***South 15°56'33" East****, along the west line of said Hazelwood Street and the east line of said Block 1, C.L. Stowe Addition, a distance of* ***82.98 feet*** *to a 1/2" steel rod found with a cap marked RPLS 6008 in the intersection of the north line of said King Street and the west line of said Hazelwood Street maintaining the southeast corner of said Block 1, C.L. Stowe Addition;*

Thence ***South 74°23'10" West****, along the north line of said King Street and the south line of Block 1, C.L. Stowe Addition, passing a 1/2" steel rod found with a cap marked RPLS 6008, the southwest corner of said Block 1, C.L. Stowe Addition, and the southeast corner of said 20' alley in said Block 4, W. Elliott's Addition at a distance of 140.03 feet, continuing along the south line of said Block 4, W. Elliott's Addition, passing a 1/2" steel rod found with a cap marked RPLS 6008, the southwest corner of said 20' alley and the southeast corner of said Lot 4, Block 4, W. Elliott's Addition at a distance of 159.98 feet, continuing along the south line of said Lot 4, Block 4, W. Elliott's Addition for a total distance of* ***299.93 feet*** *to the* ***Point-of-Beginning*** *and containing* ***0.685 acres*** *of land.*

KNOWN ALL MEN BY THESE PRESENTS:

That I, John C. Copley, 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.

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

Date

Owners Certificate & Dedication

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

That We, TRUSTEES OF THE GRAYSON CHIN BAPTIST CHURCH, Owner and Developer, do hereby adopt this plat designating the hereinabove property as the Final Plat of GRAYSON CHIN BAPTIST CHURCH, 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 ____ day of _____, 2022.

REV. KHEN CHUM

STATE OF TEXAS
COUNTY OF GRAYSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this____ day of _____, 2022.

Notary Public in and for
the State of Texas

Acceptance of Dedication

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, the Final Plat of GRAYSON CHIN BAPTIST CHURCH, an addition to the City of Sherman, Texas, was submitted to the City Council on the_____day of _____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this____ day of _____ ,2022.

Clerk, City of Sherman, Texas

Approved this _____ day of _____,2022, by the City Planning Commission to the City of Sherman, Texas.

Chairman *Secretary*

Accepted by the City Council of the City Sherman.

Mayor, City of Sherman, Texas *Date*

AVIGATION RELEASE

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS, TRUSTEES OF THE GRAYSON CHIN BAPTIST CHURCH, 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 CHIN BAPTIST CHURCH, 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 remiss 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 GRAYSON CHIN BAPTIST CHURCH, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this ____ day of _____, 2022.

By: TRUSTEES OF THE GRAYSON CHIN BAPTIST CHURCH

By:_____
REV. KHEN CHIN

Final Plat of
GRAYSON CHIN BAPTIST CHURCH ADDITION
an addition to the City of Sherman Grayson County, Texas

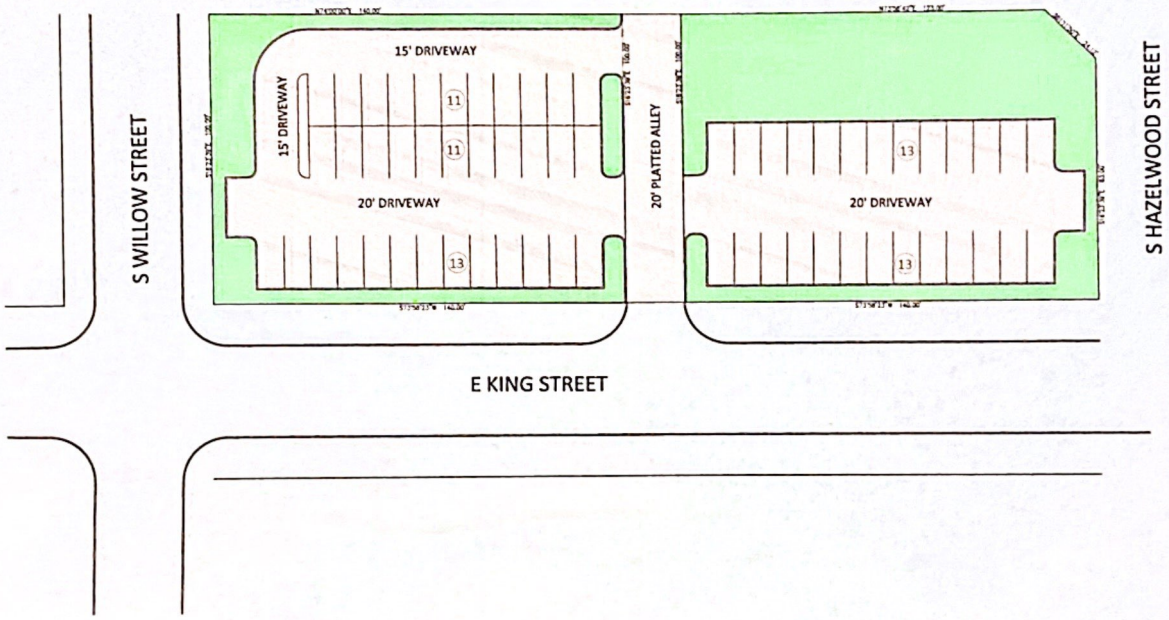
6/2/2022

Copley Land Surveying
1702 Verdi Ln., Sherman, Texas 75090
TX 903-415-0643, OK 580-980-0181
john@copleylandsurveying.com

OWNERS/DEVELOPER
TRUSTEES OF THE GRAYSON CHIN BAPTIST CHURCH
901 N. GRAND AVENUE
SHERMAN, TEXAS 75090

SURVEYOR
JOHN C. COPLEY
R.P.L.S. NO. 6720
1702 VERDI LN.
SHERMAN, TEXAS 75090

PARKING IMPROVEMENTS
FOR
GRAYSON CHIN BAPTIST CHURCH



LEGEND

6" CONCRETE PAVEMENT

OPEN SPACE
LANDSCAPING AREA

ITEM	QUANTITY	UNIT PRICE	AMOUNT
6" Reinforced Pavement	2775.00	$ 32.00	$ 88,800.00
8" Lime Stabilized Subgrade	2775.00	$ 2.50	$ 6,937.50
Miscellaneous	47.00	$ 250.00	$ 11,750.00
TOTAL ESTIMATE			$ 107,487.50

PRELIMINARY SITE LAYOUT
GRAYSON CHIN BAPTIST CHURCH

IN THE
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

N

15 7.5 0 15 30
SCALE: 1" = 15'

22 February 2019

Engineer/Surveyor
J. Volk Consulting, Inc.
830 Central Parkway East, Suite 300
Plano, Texas 75074
972 201 3100

J. VOLK
consulting

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 13.

Meeting Date: 07/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

*** 527 SOUTH WILLOW STREET AND 909 EAST KING STREET**

The request of Grayson Chin Baptist Church (Owner), Reverend Khen Chum (Representative), J. Volk Consulting (Engineer) and Copley Land Surveying (Surveyor), concerning the property located at 527 South Willow Street and 909 East King Street, being part of the G.B. Pilant survey, Abstract No. 963, and being all of Lots 1, 2, 3 & 4 and a 20' alley in Block 4, W. Elliott's Addition consisting of 0.685 acres, as follows:

Planning and Zoning Commission

Replat of Grayson Chin Baptist Church Addition.

Background:

The property is located at 527 South Willow Street and 909 East King Street between South Maxey and South Hazelwood Streets and is zoned R-1 (One Family Residential) District. The owner would like to plat the property into one lot for commercial development to be used as a church parking lot.

The following has been approved for 527 South Willow:

- August 31, 1959 - Variance to build an attached carport 8' from the rear property line in lieu of required 25'
- January 9, 1966 - Specific Use Permit to allow a church parking lot in an R-1 (One Family Residential) District
- January 9, 1966 - Variance to not require screening device between SUP and residentially zoned property

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

Grayson Chin Baptist Church (Owner)
Reverend Khen Chum (Representative)
J. Volk Consulting (Engineer)
Copley Land Surveying (Surveyor)

Master Plan Designation:

Public/Institutional – The Public and Institutional character type includes schools, churches, and other public services for the City. Buildings may be designed to act as landmarks and this urban design adds flair to a neighborhood.
and
Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

222

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Zoning Sign Photo
Final Plat
Site Plan
Staff Review Letter

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

July 11, 2022

Trustees of the Grayson
Chin Baptist Church
901 N. Grand Ave.
Sherman, TX 75090

Copley Land Surveying
1702 Verdi Lane
Sherman, TX 75090

Dear Applicants,

The request for approval of the Final Plat of Grayson Chin Baptist Church Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, July 19, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
2. Abandonment of platted 20' alley to be approved by City Council and abandonment instrument information to be shown in General Notes of plat prior to filing plat.
3. Change wording in "Purpose" to omit the abandonment of alley from purpose.
4. Vicinity Map is misspelled. Correct appropriately.
5. Metes and bounds do not match drawing. Correct appropriately. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
6. Plat name to read "Grayson Chin Baptist Church Addition, being a Replat of…"
7. Right-of-way dedication required along Hazelwood Street. Coordinate with Engineering Department.
8. Dedicate a 10' Utility Easement along all street frontage. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
9. Dedicate a 15'x15' Right of Way corner clip on Southwest and Southeast corners of proposed Lot 1. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
10. Modify 10' Utility Easement on Southwest and Southeast corners of proposed Lot 1 to parallel new right of way created by corner clips.
11. Dedicate appropriate easement over existing Overhead Electric lines along eastern boundary of to-be-abandoned alley. Coordinate with electric company for preferred easement width.
12. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.

13. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
14. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board 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 Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 7.**

Meeting Date: 08/15/2022
Prepared By: Rob Rae, Director of Development Services
Approved By: Robby Hefton, City Manager

Caption:

****OTHER BUSINESS**
Final Plat Approval of USOW Sherman Addition, being 2.814 acres in the G.W. McGlothlin Survey, Abstract No. 827 and the S. Mcglothlin Survey, Abstract No. 808; H. Blume Loe Jr., Owners and Helvey-Wagner Surveying, Inc., Surveyor (2450 North Frisco Road)

Issue:

To consider Final Plat Approval of USOW Sherman Addition, being 2.814 acres in the G.W. McGlothlin Survey, Abstract No. 827 and the S. Mcglothlin Survey, Abstract No. 808; H. Blume Loe Jr., Owners and Helvey-Wagner Surveying, Inc., Surveyor (2450 North Frisco Road)

Background:

The property is located at 2450 North Frisco Road between East James Street and Baker Drive and is zoned C-2 (General Commercial) District. The owner would like to plat the property into one lot for commercial development.

The following has been approved for this location:

- 7/21/2020 - Zone change from R-1 (One-Family Residential) District to C-2 (General Commercial) District

Origination:

H. Blume Loe Jr. (Owners)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the July 19, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter
P&Z Communication

---

dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

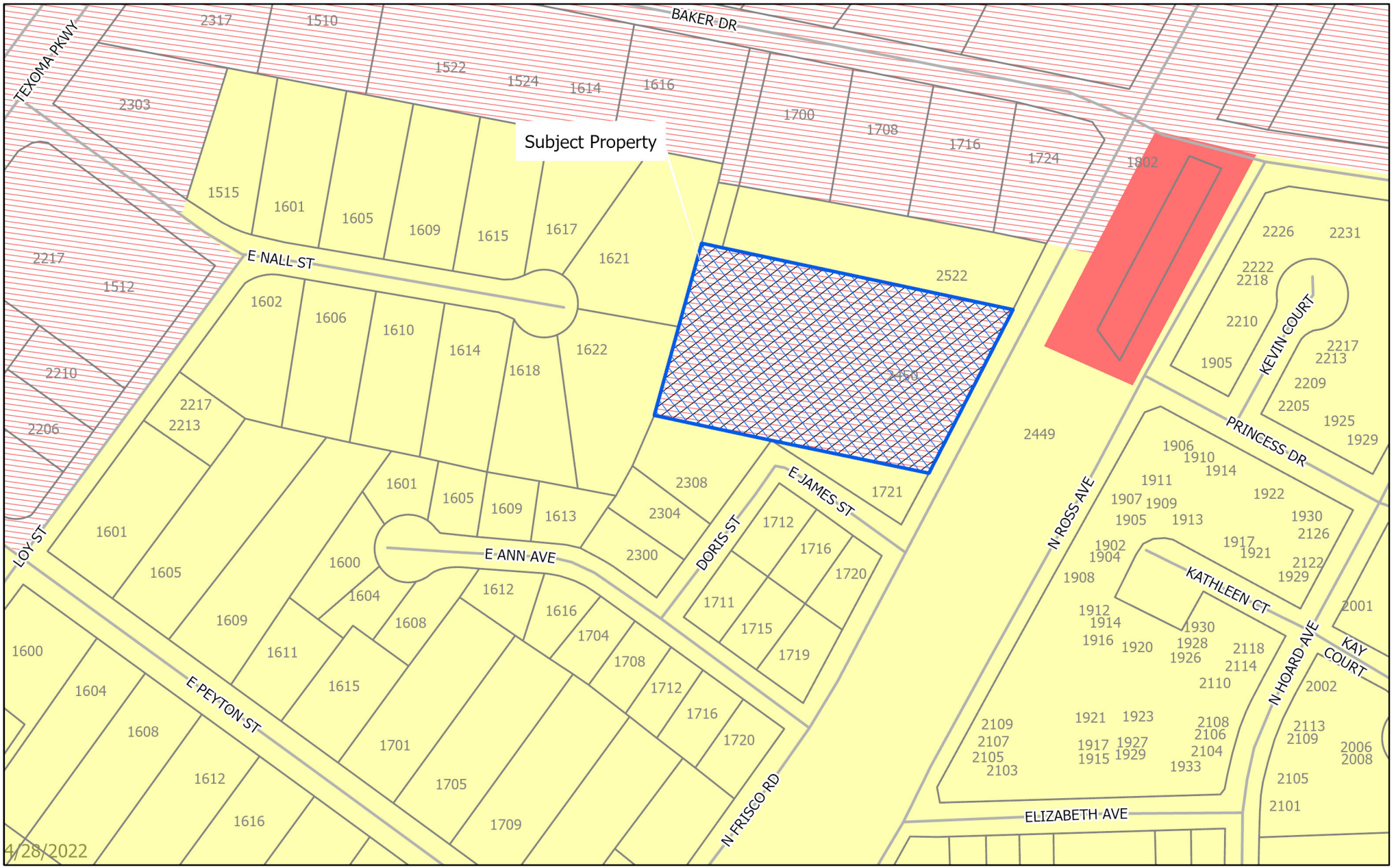
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Location Map
(2450 N Frisco Rd)

N
W E
S

Date: 4/27/2022 5:08 PM

Scale: 1:1,762



4/28/2022

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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

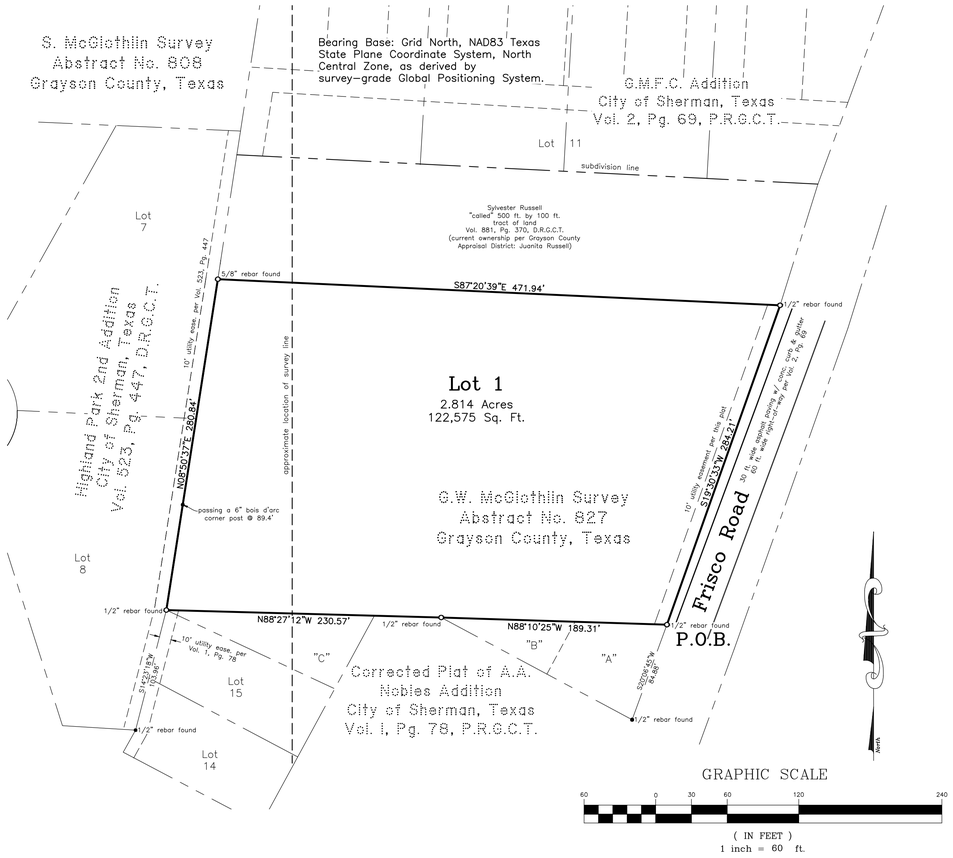
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Subject Locations
- Parcels

CITY OF SHERMAN
Zoning Location Map
(2450 N Frisco Rd)

N W E S

Scale: 1:2,306

Date: 4/27/2022 5:08 PM

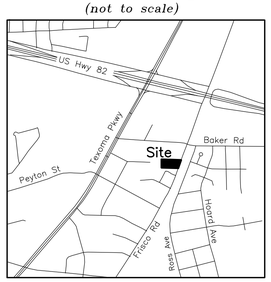


Final Plat
USOW Sherman Addition
to the
City of Sherman
Grayson County, Texas
2.814 Acres
in the
G.W. McGlothlin Survey Abstract No. 827 and the S. McGlothlin Survey Abstract No. 808

General Notes:

1. Water Supply to be provided by the City of Sherman.
2. Sewer service to be provided by 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 for the control of erosion.
7. The property shown on the plat hereon lies within a Zone "X" (areas determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0290 F, Revised Date: September 29, 2010.
8. 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.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

Vicinity Map
(not to scale)



Job No. CGS410622

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owner:
USOW, LLC
780 Tanglewood Trail
Pottsboro, Texas 75076

X:\Shared Projects\2.76-Acres-GW-McGlothlin-Survey\Drawings\Plat.dwg 4/19/2022 1:58 PM

FIELD NOTES

SITUATED in the City of Sherman County of Grayson, State of Texas, being a part of the G.W. McGlothlin Survey, Abstract No. 827 and the S. McGlothlin Survey, Abstract No. 808, being all of the 2.814 acre tract of land conveyed by General Warranty Deed from Shadow Tree Lane, LLC to USOW, LLC, A Series LLC on October 28, 2021 and recorded in Instrument No. 2021-38432, 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 in the West line of Frisco Road, a public road, at the "monumented" Northeast corner of the Corrected Plat of A.A. Nobles Addition to the City of Sherman, Texas, recorded in Volume 1, Page 78, Plat Records, Grayson County, Texas, and the Southeast corner of said USOW, LLC 2.814 ac., SAID rebar bears North 20 deg. 06 min. 45 sec. East, 84.88 ft. from a 1/2 inch rebar found at the Southeast corner of Lot "A" said Nobles Addition;

THENCE North 88 deg. 10 min. 25 sec. West, with the North line of said A.A. Nobles Addition and the South line of said USOW, LLC 2.814 ac., a distance of 189.31 ft. to a 1/2 inch rebar found at the West corner of Lot "B", said Nobles Addition;

THENCE North 88 deg. 27 min. 12 sec. West, continuing with the North line of said A.A. Nobles Addition and the South line of said USOW, LLC 2.814 ac., passing the West line of said G.W. McGlothlin Survey and the East line of said S. McGlothlin Survey and continuing on for a TOTAL distance of 230.57 ft. to a 1/2 inch rebar found in the East line of Lot 8, Highland Park 2nd Addition to the City of Sherman, Texas, recorded in Volume 523, Page 447, Deed Records, Grayson County, Texas, at the "monumented" Northwest corner of said Nobles Addition and the Southwest corner of said USOW, LLC 2.814 ac., SAID rebar bears North 14 deg. 23 min. 18 sec. East, 103.96 ft. from a 1/2 inch rebar found at an angle point in Lot 14, said Nobles Addition;

THENCE North 08 deg. 50 min. 37 sec. East, with the East line of said Highland Park 2nd Addition and the West line of said USOW, LLC 2.814 ac., passing a 6 inch bois d'arc post at a distance of 89.4 ft. and continuing on for a TOTAL distance of 280.84 ft. to a 5/8 inch rebar found at the "monumented" Southwest corner of the "called" 500 ft. by 100 ft. tract of land conveyed to Sylvester Russell, as recorded in Volume 881, Page 370, said Deed Records, at the Northwest corner of said USOW, LLC 2.814 ac., SAID rebar bears South 08 deg. 40 min. 10 sec. West, 100.53 ft. from a 1/2 inch rebar found next to a 5/8 inch smooth rebar found;

THENCE South 87 deg. 20 min. 39 sec. East, with the South line of said Russell tract and the North line of said USOW, LLC 2.814 ac., passing the East line of said S. McGlothlin Survey and the West line of said G.W. McGlothlin Survey and continuing on for a TOTAL distance of 471.94 ft. to a 1/2 inch rebar found in the West line of said Frisco Road, at the "monumented" Southeast corner of said Russell tract and the Northeast corner of said USOW, LLC 2.814 ac.;

THENCE South 19 deg. 30 min. 33 sec. West, with the West line of said Frisco Road and the East line of said USOW, LLC 2.814 ac., a distance of 284.21 ft. to the **PLACE OF BEGINNING** and containing **2.814 ACRES** of land

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Kate A. Wagner, 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 shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

_____
Kate A. Wagner, R. P. L. S. No. 6578 Date:

STATE OF TEXAS REGISTERED KATE A. WAGER 6578 PROFESSIONAL LAND SURVEYOR

I, USOW, LLC, sole owner of Final Plat of USOW Sherman Addition to the City of Sherman, Texas, do hereby dedicate the streets, easements, alleys, rights-of-way, parks, school sites and other public places shown hereon to the public use forever.

_____
Authorized Representative for USOW, LLC
H. Blume Loe, Jr.

AVIGATION RELEASE

WHEREAS, USOW, 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 USOW Sherman Addition, 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 remiss 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 USOW Sherman Addition, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this _____ day of _____, 2022.

By:_____

By: Authorized Representative for USOW, LLC, Owner

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared H. Blume Loe, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2022.

_____
Notary Public, Grayson County, Texas

This, the Final Plat of USOW Sherman Addition to the City of Sherman, Texas is hereby approved this _____ day of _____, 2022, by the Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

This, the Final Plat of USOW Sherman Addition to the City of Sherman, Texas is hereby approved this _____ day of _____, 2022, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____
MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing Final plat of USOW Sherman Addition to the City of Sherman, Texas was submitted to the City Council of Sherman, Texas, on the _____ day of _____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND THIS _____ DAY OF _____, 2022, BY _____
CITY CLERK, CITY OF SHERMAN, TEXAS

Final Plat
USOW Sherman Addition
to the
City of Sherman
Grayson County, Texas
2.814 Acres
in the
G.W. McGlothlin Survey, Abstract No. 827 and the S. McGlothlin Survey, Abstract No. 808

Job No. CGS410622

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owner:
USOW, LLC
780 Tanglewood Trail
Pottsboro, Texas 75076

X:\Shared Projects\2.76-Acres-GW-McGlothlin-Survey\Drawings\Plat.dwg 4/19/2022 1:58 PM

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

July 11, 2022

USOW, LLC
780 Tanglewood Trail
Pottsboro, TX 75076

Helvey-Wagner Surveying, Inc.
222 W. Main St.
Denison, TX 75020

Dear Applicants,

The request for approval of the Final Plat of USOW Sherman Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, July 19, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Metes and bounds must match drawing. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
2. 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, Exhibit A, Sec. 12(I)*
3. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
4. Drainage Easement required for off-site drainage from development west of subject property. Coordinate with Engineering Department.
5. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
6. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
7. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*

8. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board 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 Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 24.

Meeting Date: 07/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

* **2450 NORTH FRISCO ROAD**

The request of H. Blume Loe Jr. (Owners) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property at 2450 North Frisco Road, being 2.814 acres in the G.W. McGlothlin Survey, Abstract No. 827 and the S. Mcglothlin Survey, Abstract No. 808, as follows:

Planning and Zoning Commission

Final Plat approval of USOW Sherman Addition.

Background:

The property is located at 2450 North Frisco Road between East James Street and Baker Drive and is zoned C-2 (General Commercial) District. The owner would like to plat the property into one lot for commercial development.

The following has been approved for this location:

- 7/21/2020 - Zone change from R-1 (One-Family Residential) District to C-2 (General Commercial) District

Adjacent Zoning:

R-1 (One-Family Residential) District

Origination:

H. Blume Loe Jr. (Owners)
Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

Suburban Residential – Increased density and closer building setbacks separate Suburban Residential from Countryside and Estate, but more landscaping and open space distinguish Suburban Residential from Urban and Auto-Urban categories. New suburban subdivisions typically have curvilinear streets and sidewalks, as well as curb and gutter.

Number of notices mailed:

Not Required

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Zoning Map

Final Plat

Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 8.**

Meeting Date: 08/15/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

****OTHER BUSINESS**

Replat Approval of 903 Brewer's Addition, being 11.111 acres and also being Lots 1 and 2, Block 1 Northgate Business Park, Phase 1; SEDCO, Owner; Kent Sharp, Representative; and Underwood Drafting & Surveying, Surveyor (3231 Northgate Drive)

Issue:

To consider Replat Approval of 903 Brewer's Addition, being 11.111 acres and also being Lots 1 and 2, Block 1 Northgate Business Park, Phase 1; SEDCO, Owner; Kent Sharp, Representative; and Underwood Drafting & Surveying, Surveyor (3231 Northgate Drive)

Background:

The property is located at 3231 Northgate Drive, the intersection of Northgate Drive and West FM 1417 and is zoned BIP (Blalock Industrial Park)/O-1.1 (F.M. Highway 1417) Overlay District. The owner would like to plat the property into one lot for commercial development.

Origination:

SEDCO (Owner)
Kent Sharp (Representative)
Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

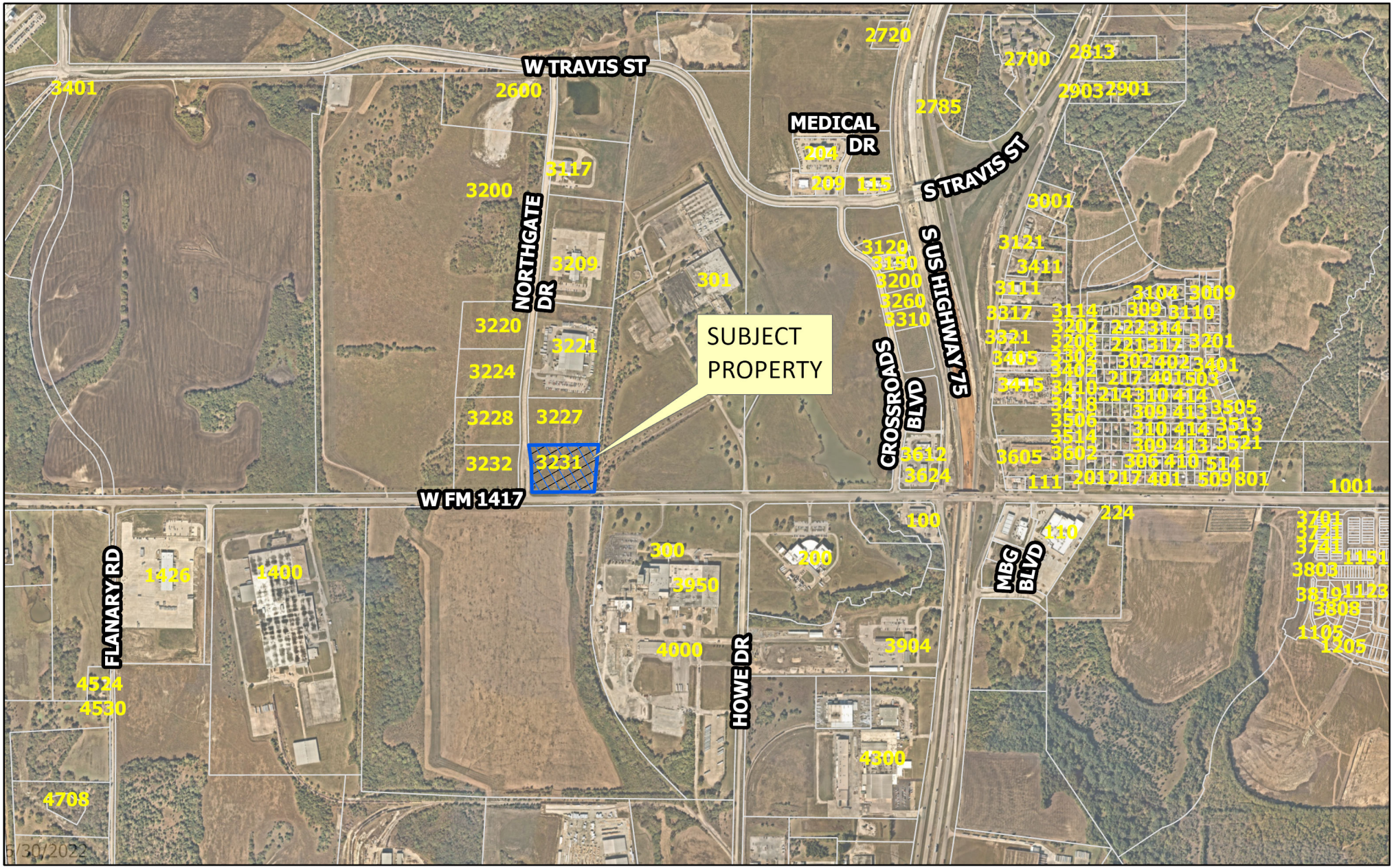
At the July 19, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Replat
P&Z Communication
Staff Review Letter



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6/30/2022

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
(3231 Northgate)

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Date: 6/30/2022 10:18 AM

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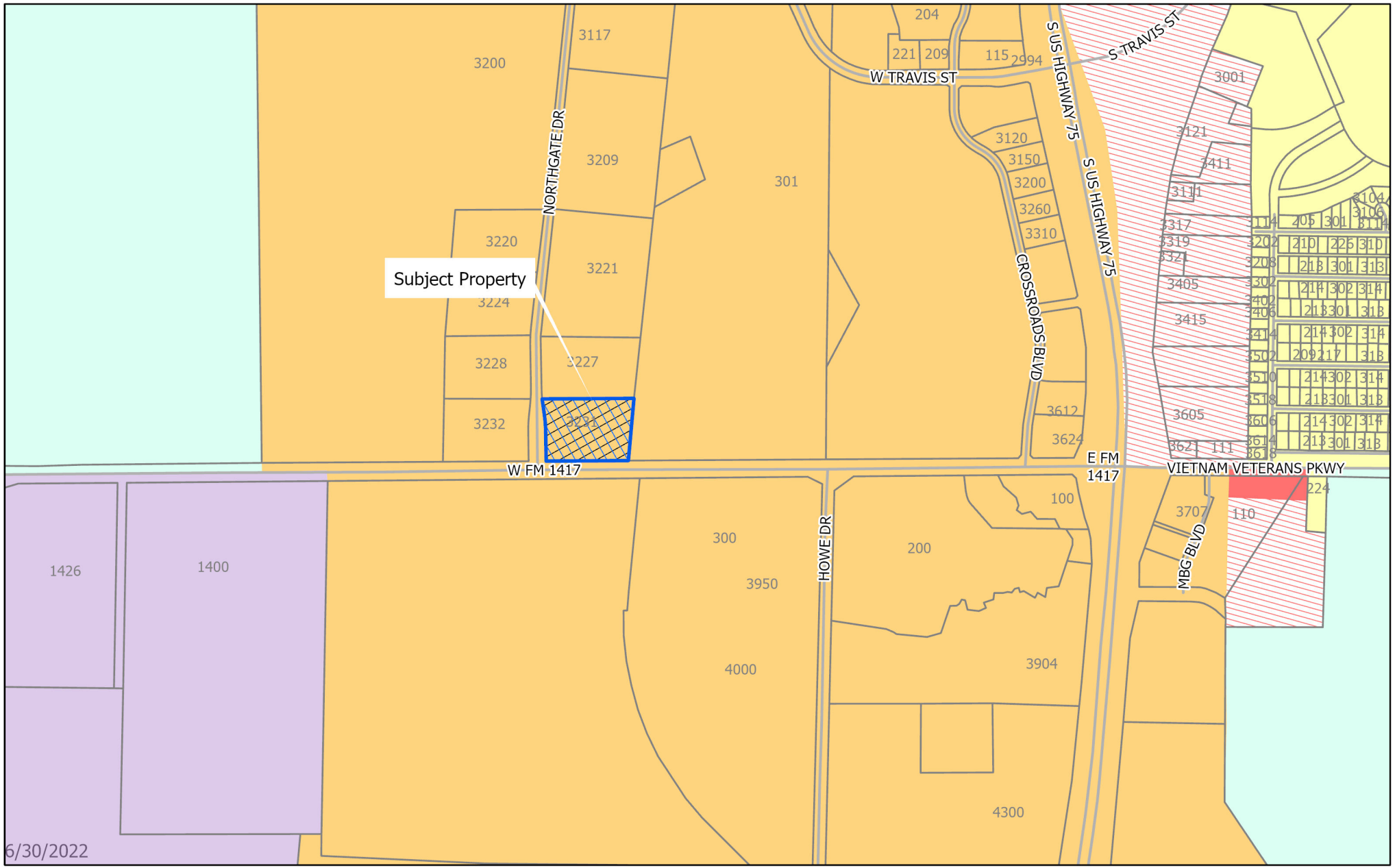

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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Subject Locations
- Parcels

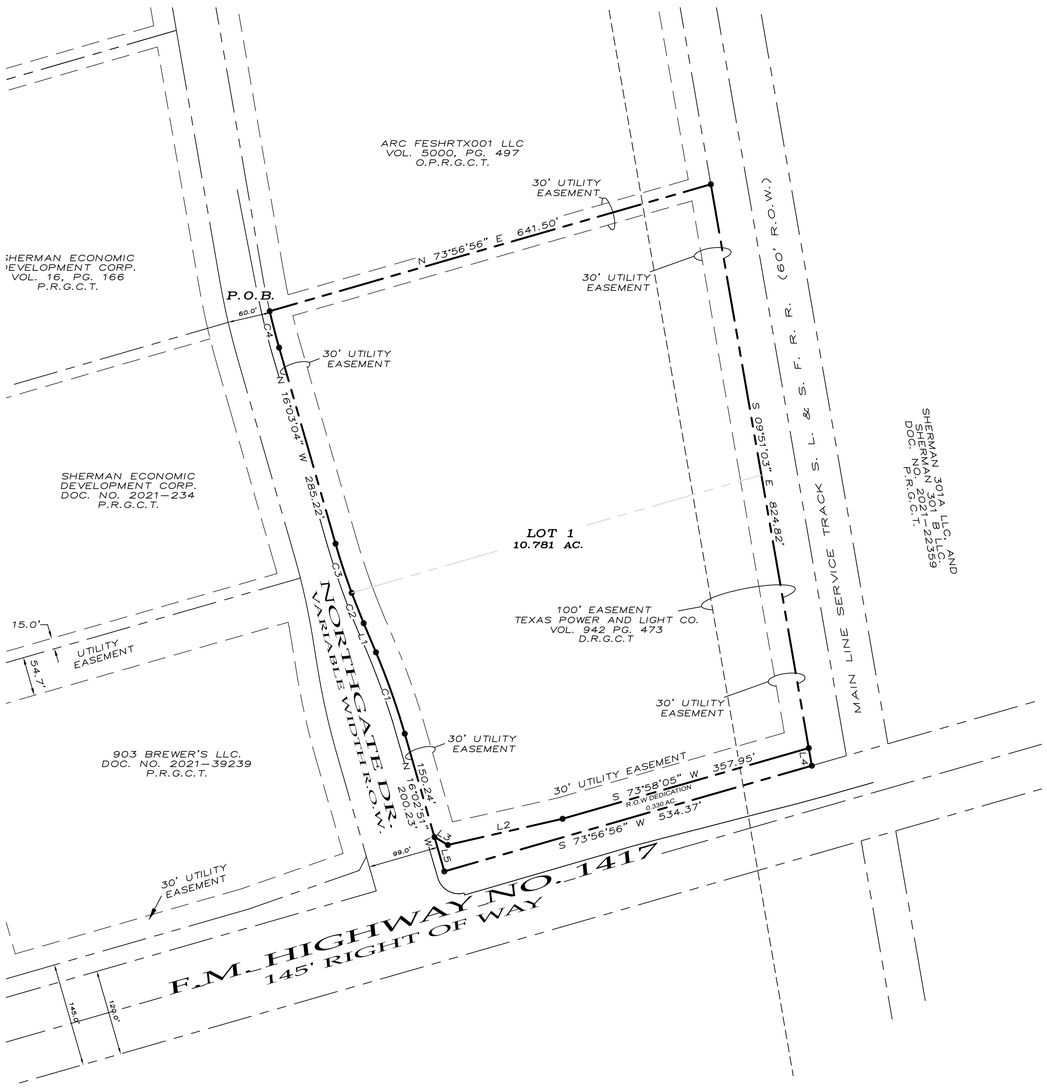
CITY OF SHERMAN
Zoning Location Map
(3231 Northgate)

N W E S

Scale: 1:10,316

Date: 6/30/2022 10:18 AM

JOB NO. 22060650



903 BREWER'S ADDITION

BEING A REPLAT OF LOT 1 AND 2, BLOCK 1 OF THE NORTHGATE BUSINESS PARK PHASE ONE ADDITION IN VOLUME 16, PAGE 166, P.R.G.C.T. AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS BEING 11.111 ACRES

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

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

OWNERS/DEVELOPER
SHERMAN ECONOMIC DEV. CORP.
307 WASHINGTON STE. 102.
SHERMAN, TEXAS 75090

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS 75021

6-21-2022

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

SHEET 1 OF 2

JOB NO. 22060650

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being Lots 1 and 2, Block 1, Northgate Business Park, Phase 1, an addition to the City of Sherman Texas as recorded in Volume 16, Page 166, Plat Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at the Southwest Corner of Lot 3 Block one of said Northgate Business Park Phase 1;

Thence North 73°56'56" East, with the South Line of said Lot 3 a distance of 641.50 feet to a set ½" steel rod;

Thence South 09°51'03" East with the East Line of said Northgate Business Park, Phase 1 Addition, a distance of 824.82 feet to a set ½" steel rod in the North Right-of-Way of F.M. Highway 1417;

Thence South 73°56'56" West with said North Right-of-Way, a distance of 534.37 feet to a set ½" steel rod;

Thence the Following Calls and Distances with the East Right-of-Way of Northgate Drive:
North 16°02'51" West, a distance of 200.23 feet to a set 1/2" steel rod;
Thence with a tangent curve to the left having a radius of 1011.50 feet, (chord bears North 19°28'05" West, a distance of 120.69 feet) an arc length of 120.77 feet to a set 1/2" steel rod;
North 22°53'18" West, a distance of 44.17 feet to a set 1/2" Steel rod;
Thence with a tangent curve to the right having a radius of 988.50 feet, (chord bears North 21°33'55" West, a distance of 45.64 feet) an arc length of 45.65 feet to a set 1/2" steel rod;
Thence with a compound curve to the right having a radius of 988.50 feet, (chord bears North 18°08'48" West, a distance of 72.30 feet) an arc length of 72.31 feet to a set 1/2" steel rod;
North 16°03'04" West, a distance of 285.22 feet to a set 1/2" steel rod;
Thence with a non-tangent curve to the right having a radius of 970.00 feet, (chord bears North 14°29'55" West, a distance of 52.56 feet) an arc length of 52.56 feet to the Point-of-Beginning and containing 11.111 acres of land.

ACCEPTANCE

Approved this _____ day of _____,2022, by the City Planning Commission to the City of Sherman, Texas.

_____ Chairman

_____ Secretary

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman

_____ Mayor, City of Sherman, Texas

_____ Date

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

_____ Date

AVIGATION RELEASE

THE STATE OF TEXAS
COUNTY OF GRAYSON

WHEREAS, SHERMAN ECONOMIC DEVELOPMENT CORPORATION, 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 903 BREWER'S ADDITION, 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.

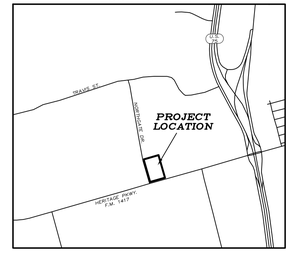
It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at 903 BREWER'S ADDITION, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

EXECUTED THIS _____ DAY OF _____, 2022

BY: SHERMAN ECONOMIC DEVELOPMENT CORPORATION

BY: _____

LOCATION MAP



(NOT TO SCALE)

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT I, SHERMAN ECONOMIC DEVELOPMENT CORPORATION. do hereby adopt this plat designating the hereinabove property as 903 BREWER'S ADDITION, 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 publlic 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_____day of _____,2022.

_____ SHERMAN ECONOMIC DEVELOPMENT CORPORATION(KENT SHARP)

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared KENT SHARP, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____day of_____ , 2022.

_____ Notary Public in and for the State of Texas

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, 903 BREWER'S ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the _____ day of _____ , 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this_____day of _____ ,2022.

_____ Clerk, City of Sherman, Texas

~ 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.

903 BREWER'S ADDITION

BEING A REPLAT OF LOT 1 AND 2, BLOCK 1 OF THE NORTHGATE BUSINESS PARK PHASE ONE ADDITION IN VOLUME 16, PAGE 166, P.R.G.C.T. AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS BEING 11.111 ACRES

OWNERS/DEVELOPER
SHERMAN ECONOMIC DEV. CORP.
307 WASHINGTON STE. 102.
SHERMAN, TEXAS 75090

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS 75021

6-21-2022

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

SHEET 2 OF 2

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 20.

Meeting Date: 07/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

* **3231 NORTHGATE DRIVE**

The request of SEDCO (Owner), Kent Sharp (Representative) and Underwood Drafting & Surveying (Surveyor) concerning the property located at 3231 Northgate Drive, being 11.111 acres and also being Lots 1 and 2, Block 1 Northgate Business Park, Phase 1, as follows:

Planning and Zoning Commission

Replat of 903 Brewer's Addition.

Background:

The property is located at 3231 Northgate Drive, the intersection of Northgate Drive and West FM 1417 and is zoned BIP (Blalock Industrial Park)/O-1.1 (F.M. Highway 1417) Overlay District. The owner would like to plat the property into one lot for commercial development.

Adjacent Zoning:

BIP (Blalock Industrial Park)

Origination:

SEDCO (Owner)
Kent Sharp (Representative)
Underwood Drafting & Surveying (Surveyor)

Master Plan Designation:

Business Park and Research – Business Park designation allows for compatibility with the use of the roadway and rail system for frequent truck and rail traffic. Industrial and office uses are the most appropriate and compatible land uses adjacent to a truck route and the state road and/or rail system. Typical tenants of a business park and research center include light industrial manufacturing, wholesaling, warehouse facilities, light assembly plants, research and development firms and distribution centers.

Number of notices mailed:

Not Required.

Objections Received:
0

Development Review Meeting:
No

Attachments

Location Map
Zoning Map
Replat
Staff Review Letter

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

July 11, 2022

Sherman Economic Development Corp.
307 W. Washington, Ste. 102
Sherman, TX 75090

Underwood Drafting & Surveying
3404 Interurban Road
Denison, TX 75021

Dear Applicants,

The request for approval of the Final Plat of 903 Brewer's Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, July 19, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
2. 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, Exhibit A, Sec. 12(I)*
3. Show 30' Utility Easement along original lot lines between Lots 2 & 3 in Volume 16, Page 166, PRGCT on Replat. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
4. Line Table and Curve Table to be shown on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
5. Metes and bounds description must match drawing. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
6. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
7. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
8. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*

9. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board 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 Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 9.**

Meeting Date: 08/15/2022
Prepared By: Rob Rae, Director of Development Services
Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Replat Approval of Juarez Addition, being 0.161 in the J.B. McAnair Survey, Abstract No. 763; Hannah and Daniel Juarez, Owners and Copley Land Surveying, Surveyor (407 East College Street)

Issue:

To consider Replat Approval of Juarez Addition, being 0.161 in the J.B. McAnair Survey, Abstract No. 763; Hannah and Daniel Juarez, Owners and Copley Land Surveying, Surveyor (407 East College Street)

Background:

The property is located at 407 East College Street between North Branch and North East Streets and is zoned R-1 (One-Family Residential) District. The owner would like to plat the property into one lot for residential development.

The following has been approved for this location:

- November 13, 1962 - Variance to allow a gravel driveway in lieu of the required asphalt or concrete in an R-1 (One Family Residential) District. (P&Z Condition: drive approach being to the City of Sherman's Engineering Department's standards and having a 2" base with crushed granite)

Origination:

Hannah and Daniel Juarez (Owners)
Copley Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

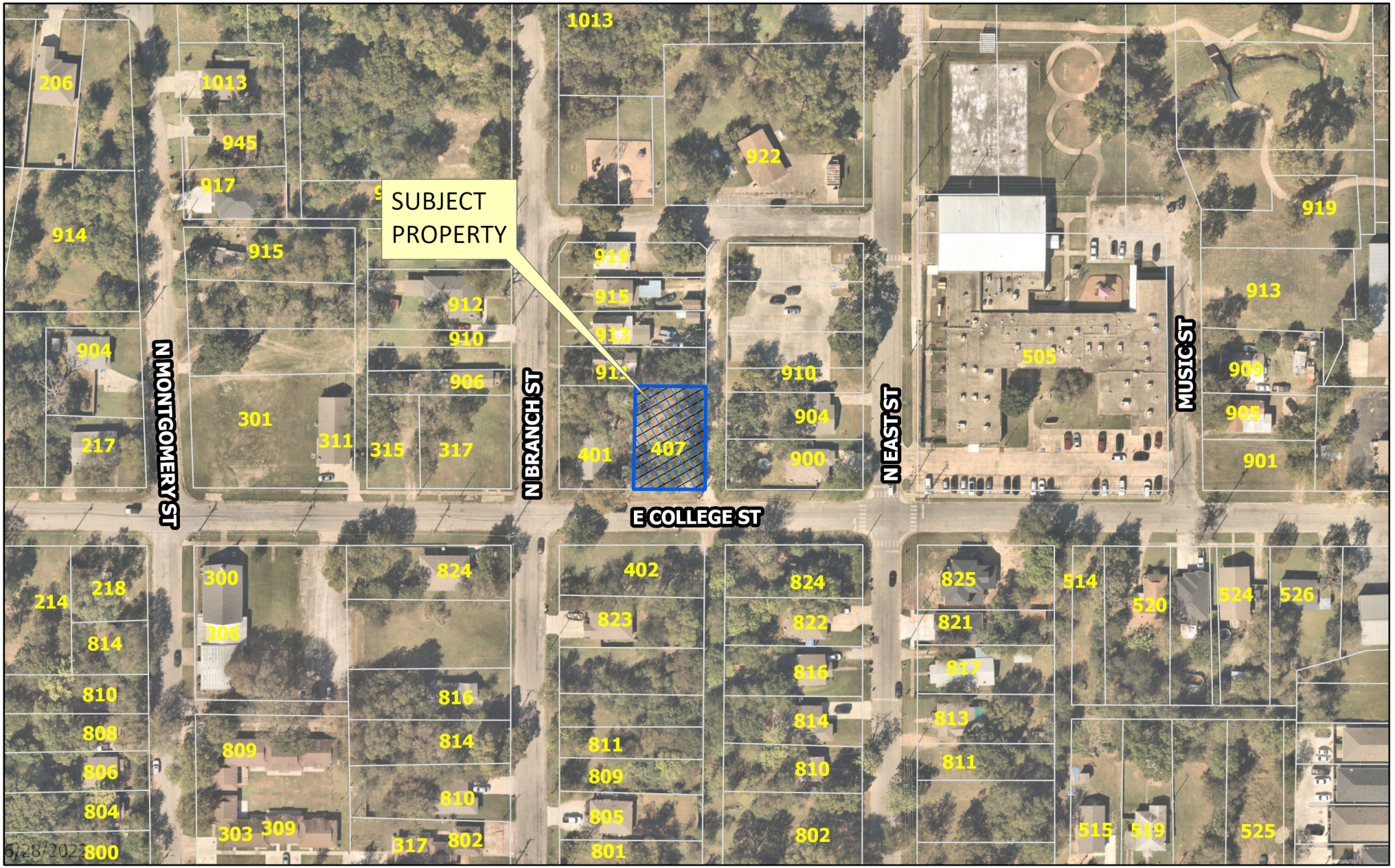
At the July 19, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Final Plat
Staff Review Letter
P&Z Communication



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6/28/2022

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN

(407 E College)

N
W E
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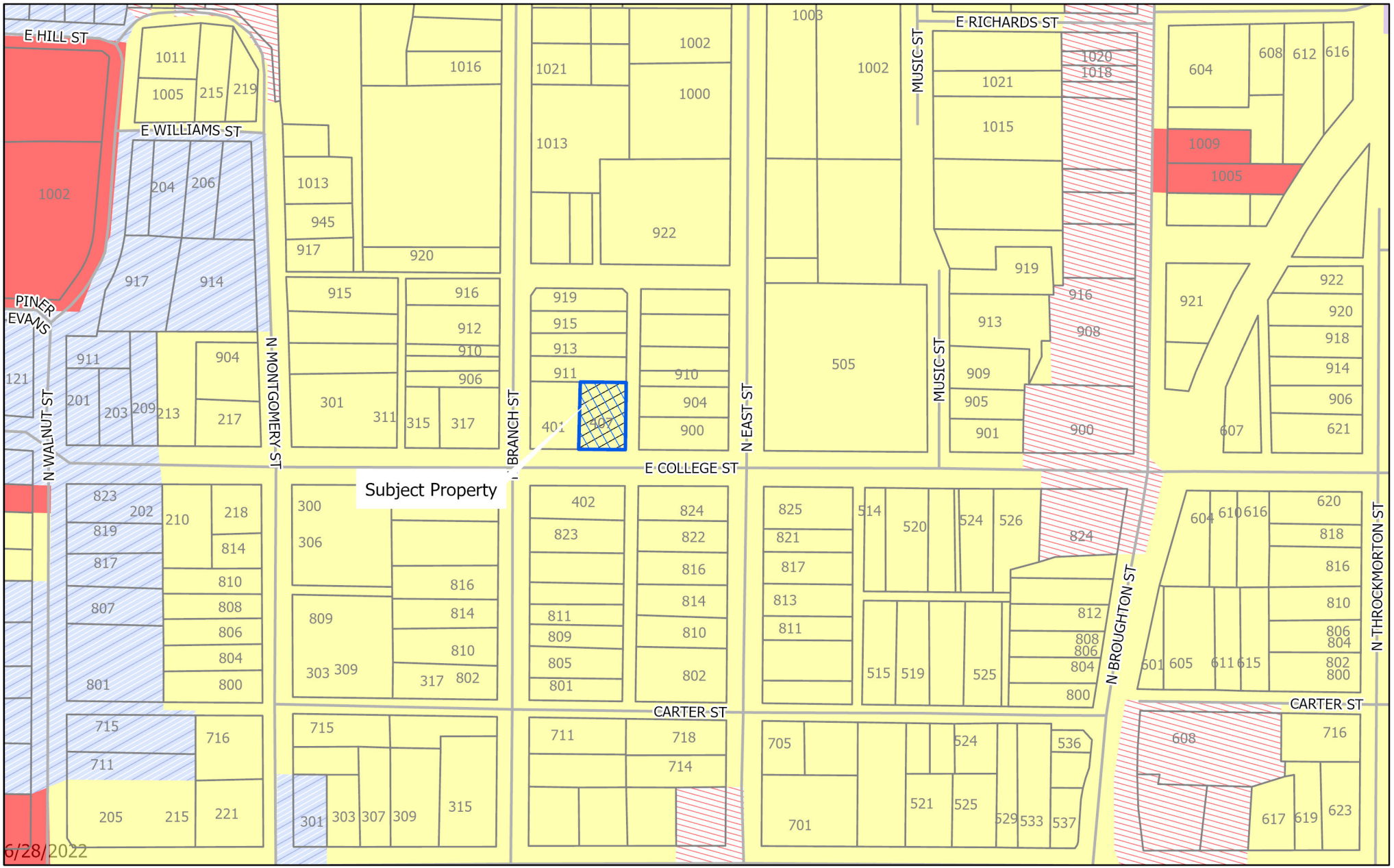
Date: 6/28/2022 2:24 PM

Scale: 1:1,608



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Subject Locations
- Parcels

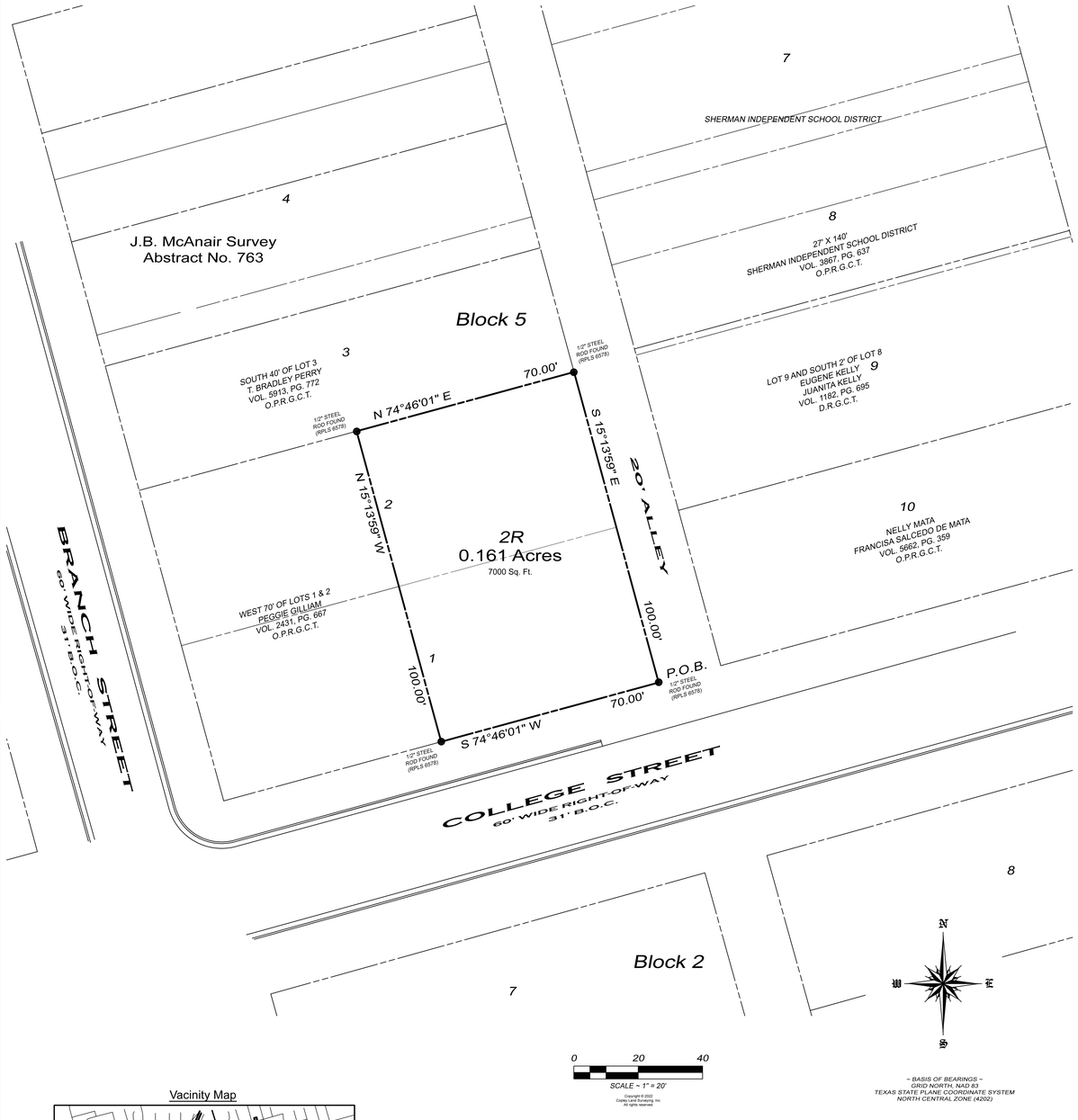
CITY OF SHERMAN
Zoning Location Map
(407 E College)

N W E S

Scale: 1:2,460

Date: 6/28/2022 2:24 PM

407 E COLLEGE



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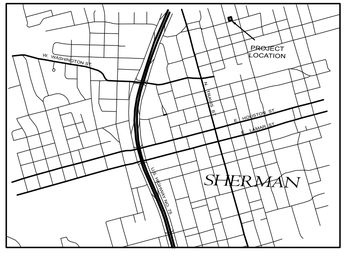
Copley Land Surveying, Inc.
All rights reserved.

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

Vacinity Map



Final Plat of
Juarez Addition
an addition to the City of Sherman, Grayson County, Texas being a replat of the East 70' of Lots 1 & 2, Block 5, Hall and Jones Addition to the City of Sherman

3/30/2022

Copley Land Surveying
1702 Verdi Ln., Sherman, Texas 75090
TX 903-415-0643, OK 580-980-0181
john@copleylandsurveying.com

OWNERS/DEVELOPER
HANNAH JUAREZ
DANIEL JUAREZ
2140 SNIDER LN.
ALLEN, TEXAS 75002

SURVEYOR
JOHN C. COPLEY
R.P.L.S. NO. 6720
1702 VERDI LN.
SHERMAN, TEXAS 75090

Legal Description

Situated in the City of Sherman, County of Grayson, State of Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, and being the East 70' of Lots 1 & 2, Block 5, Hall and Jones Addition to the City of Sherman as shown by plat of record in Volume 58, Page 245, Deed Records, Grayson County, Texas conveyed to Hannah Juarez and Daniel Juarez by deed of record in Document No. 2021-37868, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod found with a cap marked RPLS 6578 in the intersection of the north line of College Street and the west line of a 20' alley maintaining the southeast corner of said Lot 1, Block 5;

Thence **South 74°46'01" West**, along the north line said College Street and the south line of said Lot 1, Block 5, a distance of **70.00 feet** to a 1/2" steel rod found with a cap marked RPLS 6578 maintaining the southwest corner of said Juarez Tract and the southeast corner of the West 70' of Lots 1 & 2 conveyed to Peggie Gilliam by deed of record in Volume 2431, Page 667 of said Official Public Records;

Thence **North 15°13'59" West**, along the west line of said Juarez Tract and the east line of said Gilliam Tract, a distance of **100.00 feet** to a 1/2" steel rod found with a cap marked RPLS 6578 in the south line of said Lot 3, Block 5 maintaining the northwest corner of said Juarez Tract and the northeast corner of said Gilliam Tract;

Thence **North 74°46'01" East**, along the north line of said Lot 2, Block 5 and the south line of said Lot 3, a distance of **70.00 feet** to a 1/2" steel rod found with a cap marked RPLS 6578 in the west line of said 20' alley maintaining the northeast corner of said Lot 2, Block 5 and the southeast corner of said Lot 3, Block 5;

Thence **South 15°13'59" East**, along the west line of said 20' alley and the east line of said Lots 2 & 1 consecutively, a distance of **100.00 feet** to the **Point-of-Beginning** and containing **0.161 acres** of land.

KNOWN ALL MEN BY THESE PRESENTS:

That I, John C. Copley, 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.

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

AVIGATION RELEASE

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS, DANIEL JUAREZ AND HANNAH JUAREZ, 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 Juarez Addition, 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 remiss 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 Juarez Addition, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this ____ day of _____, 2022.

*By:*_____
DANIEL JUAREZ

*By:*_____
HANNAH JUAREZ

Owners Certificate & Dedication

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

That We, DANIEL JUAREZ AND HANNAH JUAREZ, Owner and Developer, do hereby adopt this plat designating the hereinabove property as the Final Plat of JUAREZ ADDITION, 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 ____day of _____ _____, 2022.

_____ _____
DANIEL JUAREZ HANNAH JUAREZ

STATE OF TEXAS
COUNTY OF GRAYSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this__ __day of_____, 2022.

_____
Notary Public in and for
the State of Texas

STATE OF TEXAS
COUNTY OF GRAYSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this__ __day of_____, 2022.

_____
Notary Public in and for
the State of Texas

Acceptance of Dedication

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, the Final Plat of JUAREZ ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the_ ____day of _____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this____day of _____, _____ ,2022.

_____
Clerk, City of Sherman, Texas

Approved this _____ day of _____,2022, by the City Planning Commission to the City of Sherman, Texas.

_____ _____
Chairman *Secretary*

Accepted by the City Council of the City Sherman.

_____ _____
Mayor, City of Sherman, Texas *Date*

~ 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 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.

Purpose:
The purpose of this is to Plat this 0.239 acre tract.

Copley Land Surveying
1702 Verdi Ln., Sherman, Texas 75090
TX 903-415-0643, OK 580-980-0181
john@copleylandsurveying.com

OWNERS/DEVELOPER
HANNAH JUAREZ
DANIEL JUAREZ
2140 SNIDER LN.
ALLEN, TEXAS 75002

SURVEYOR
JOHN C. COPLEY
R.P.L.S. NO. 6720
1702 VERDI LN.
SHERMAN, TEXAS 75090

Final Plat of
Juarez Addition
an addition to the City of Sherman, Grayson County, Texas being a replat of the East 70' of Lots 1 & 2, Block 5, Hall and Jones Addition to the City of Sherman

3/30/2022

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

July 11, 2022

Hannah & Daniel Juarez
2140 Snider Lane
Allen, TX 75002

Copley Land Surveying
1702 Verdi Lane
Sherman, TX 75090

Dear Applicants,

The request for approval of the Final Plat of Juarez Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, July 19, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
2. Dedicate a 10' Utility Easement along College Street. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
3. Dedicate a 10' Utility Easement along eastern property line of proposed Lot 2R. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
4. Total acreage on drawing and in metes and bounds do not match the acreage under Purpose on page 2 of plat. Correct appropriately. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
5. 401 E. College Street property's only access to Sanitary Sewer Main is across proposed Lot 2R. Sanitary Sewer main must be extended to westernmost property line of proposed lot in accordance with City criteria prior to Building Permit being issued. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)* Coordination with adjacent property owner to relocate sewer service to new main recommended.
6. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
7. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*

8. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board 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 Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 15.

Meeting Date: 07/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

*** 407 EAST COLLEGE STREET**

The request of Hannah and Daniel Juarez (Owners) and Copley Land Surveying (Surveyor) concerning the property at 407 East College Street, being 0.161 in the J.B. McAnair Survey, Abstract No. 763, as follows:

Planning and Zoning Commission

Replat of Juarez Addition.

Background:

The property is located at 407 East College Street between North Branch and North East Streets and is zoned R-1 (One-Family Residential) District. The owner would like to plat the property into one lot for residential development.

The following has been approved for this location:

- November 13, 1962 - Variance to allow a gravel driveway in lieu of the required asphalt or concrete in an R-1 (One Family Residential) District. (P&Z Condition: drive approach being to the City of Sherman's Engineering Department's standards and having a 2" base with crushed granite)

Adjacent Zoning:

R-1 (One-Family Residential) District

Origination:

Hannah and Daniel Juarez (Owners)
Copley Land Surveying (Surveyor)

Master Plan Designation:

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

45

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Final Plat

Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 10.**

Meeting Date: 08/15/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

****OTHER BUSINESS**

Final Plat Approval of Texas Instruments Sherman Addition, being 559.333 acres in the M.G. Felers Survey, Abstract 427, the C.S. Dale Survey, Abstract No. 356, The William Martin Survey, Abstract 765, the Heirs of Sherrod Dunman Survey, Abstract No. 329, the John Chronister Survey, Abstract No. 248 and the James A. Foster Survey, Abstract No. 418; Texas Instruments Incorporated, Owner; Patrick Braun, Pacheco Koch, Representative; and Ringley & Associates, Inc, Surveyor (501 West Shepherd Drive)

Issue:

To consider Final Plat Approval of Texas Instruments Sherman Addition, being 559.333 acres in the M.G. Felers Survey, Abstract 427, the C.S. Dale Survey, Abstract No. 356, The William Martin Survey, Abstract 765, the Heirs of Sherrod Dunman Survey, Abstract No. 329, the John Chronister Survey, Abstract No. 248 and the James A. Foster Survey, Abstract No. 418; Texas Instruments Incorporated, Owner; Patrick Braun, Pacheco Koch, Representative; and Ringley & Associates, Inc, Surveyor (501 West Shepherd Drive)

Background:

The property is located at 501 West Shepherd Drive between Farmington Road and Highway 75 and is zoned M-1.5 (Medium Manufacturing) District /O-1 (75 & 82) Overlay District. The owner would like to plat the property into one lot for commercial development.

Origination:

Texas Instruments Incorporated (Owner)
Patrick Braun, Pacheco Koch (Representative)
Ringley & Associates, Inc (Surveyor)

Financial Consideration:

None

Staff Recommendation:

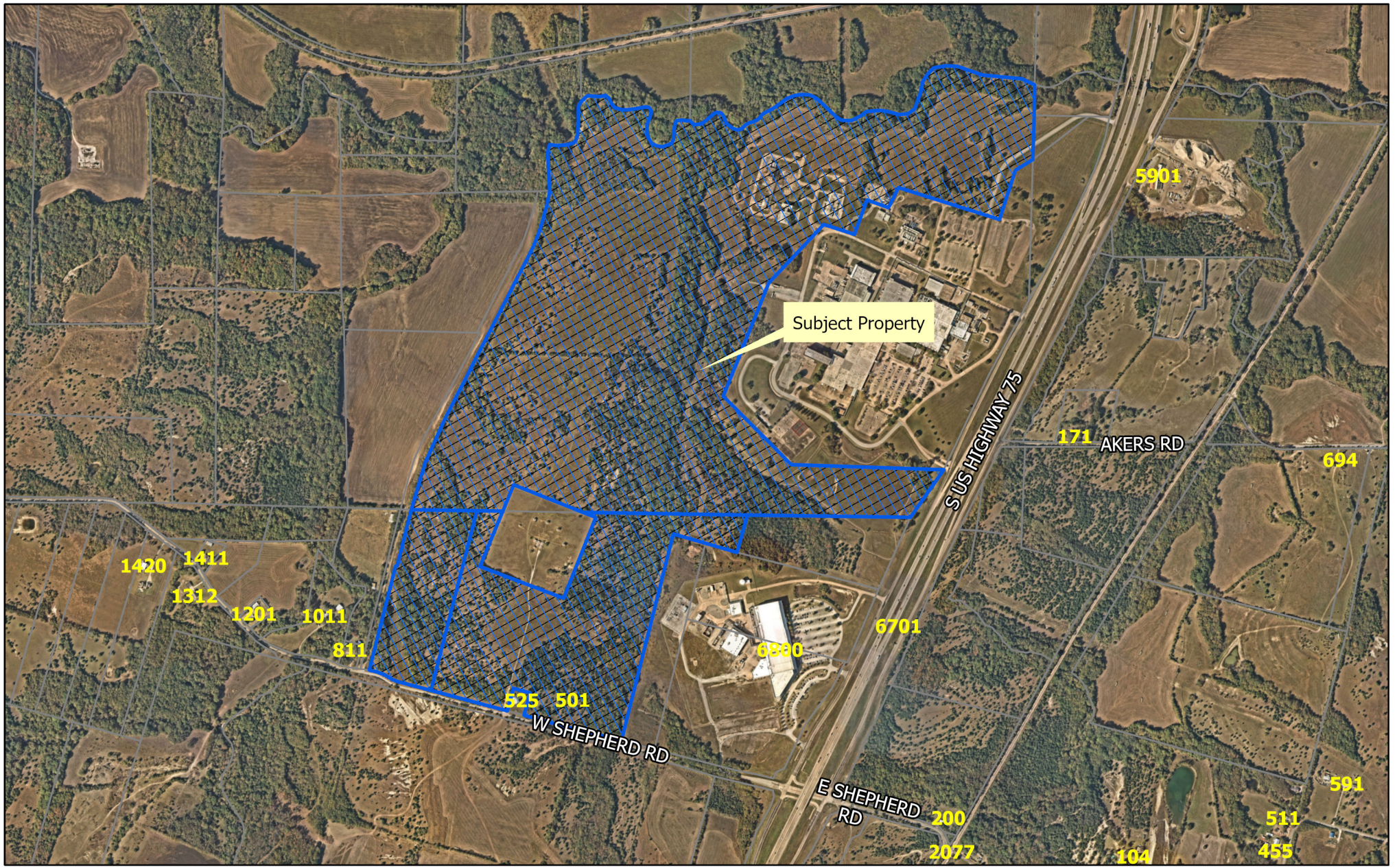
At the July 19, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter
P&Z Communication



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Sherman
CLASSIC TOWN. BROAD HORIZON.

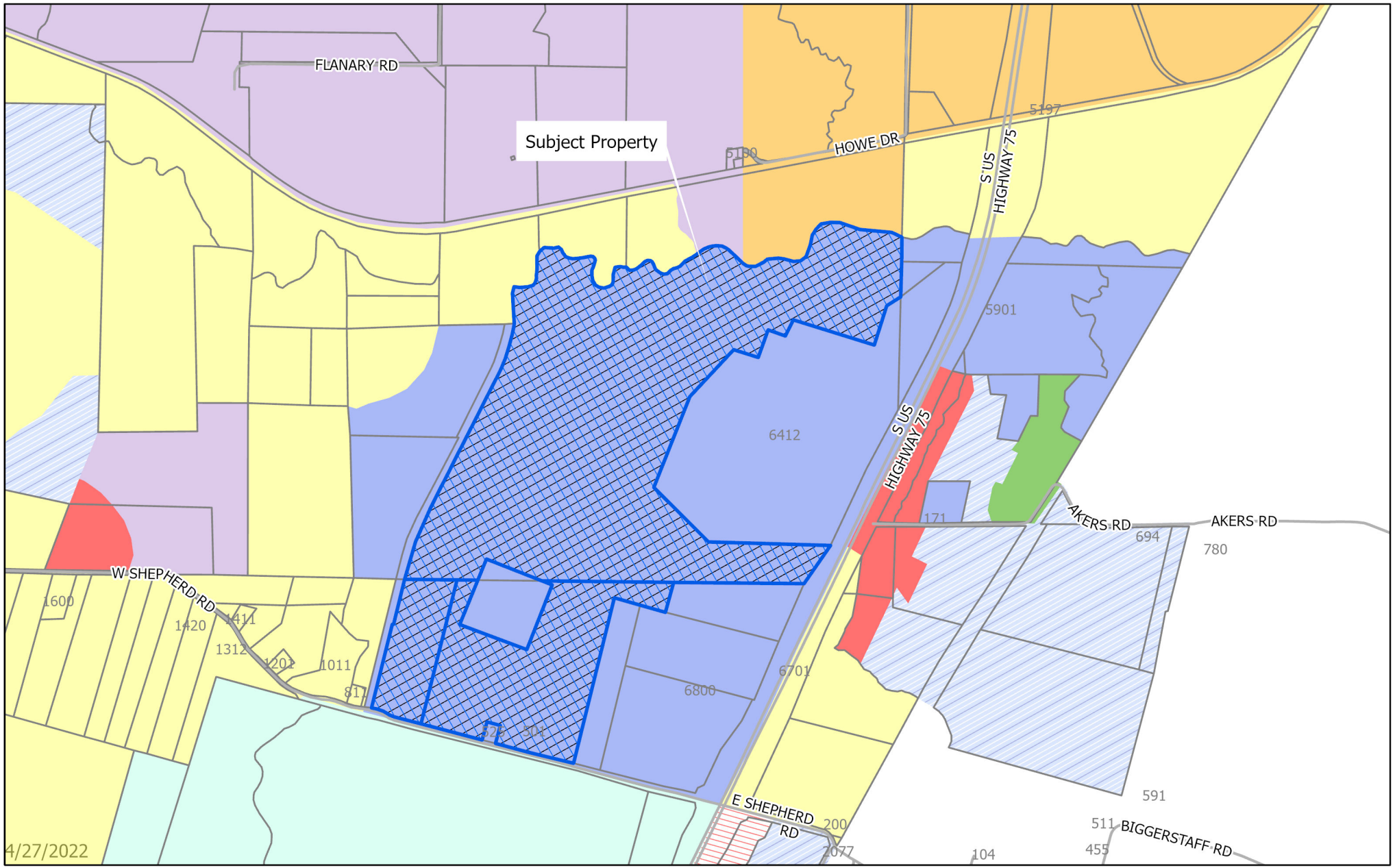
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Location Map
(501 W Shepherd TI)

N
W E
S

Date: 4/27/2022 11:08 AM

Scale: 1:14,424



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

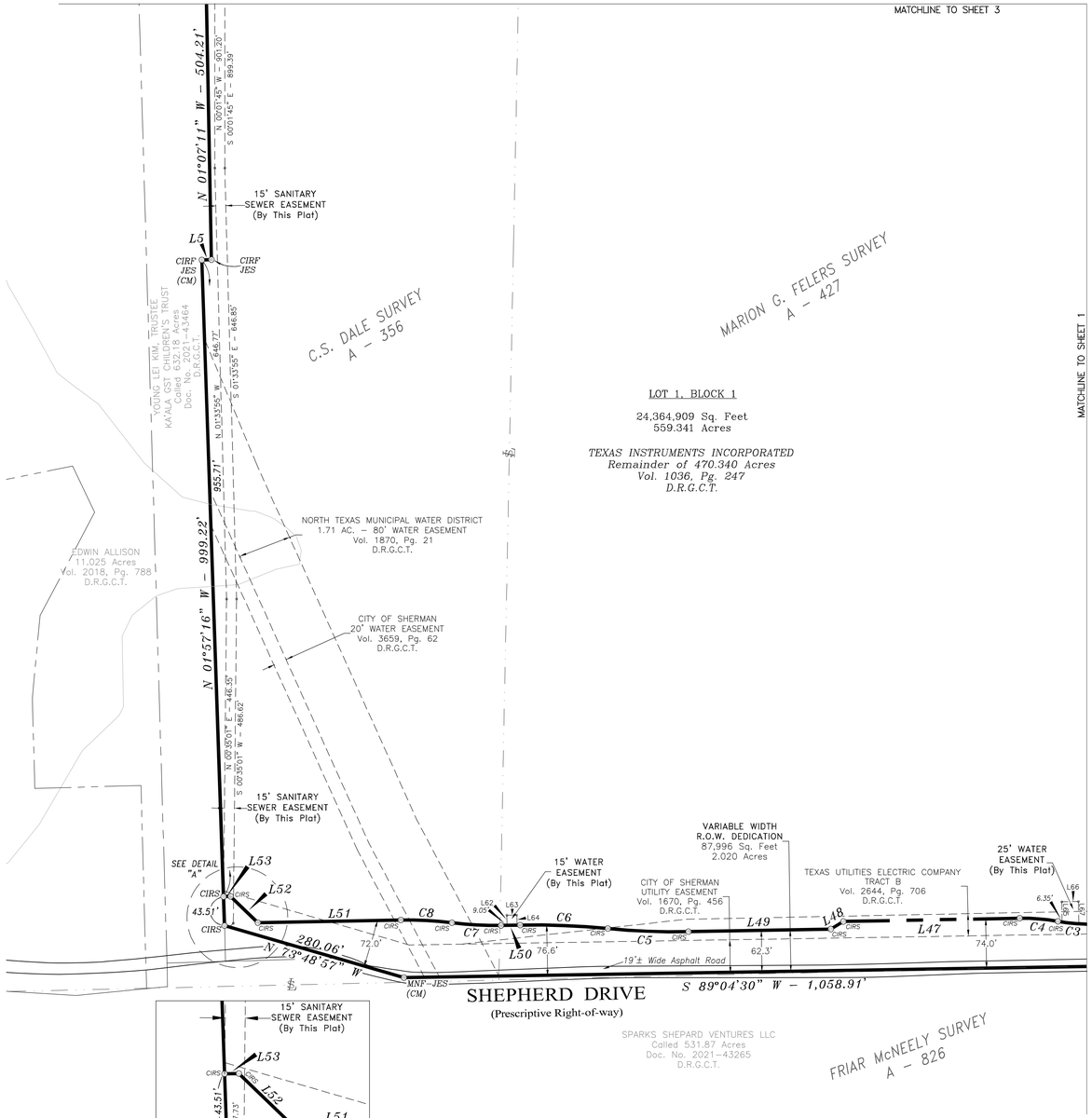
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Subject Locations
- Parcels

CITY OF SHERMAN
Zoning Location Map
(501 W Shepherd TI)

N
W E
S

Scale: 1:18,000

Date: 4/27/2022 11:11 AM



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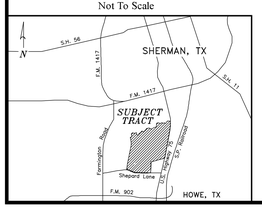
VICINITY MAP

Not To Scale



LEGEND

BOUNDARY LINE
ADJOINER BOUNDARY LINE
EASEMENT LINE
SURVEY ABSTRACT LINE
RAILROAD TRACK
RAILROAD RIGHT-OF-WAY

OWNER / DEVELOPER

TEXAS INSTRUMENTS INCORPORATED
Contact: Michael Wade
6412 U.S. Highway 75
Sherman, Texas 75090
m–wade@ti.com
214–567–3185

SURVEYOR

RINGLEY & ASSOCIATES, INC.
Contact: Lawrence H. Ringley
701 S. Tennessee Street
McKinney, Texas 75069
LHR@Ringley.com
972–542–1266

FINAL PLAT

TEXAS INSTRUMENTS
SHERMAN ADDITION
LOT 1, BLOCK A
559.333 ACRES
situated in the
William Martin Survey, Abstract No. 765
James A. Foster Survey, Abstract No. 418
M.G. Felers Survey, Abstract No. 427
C.S. Dale Survey, Abstract No. 356
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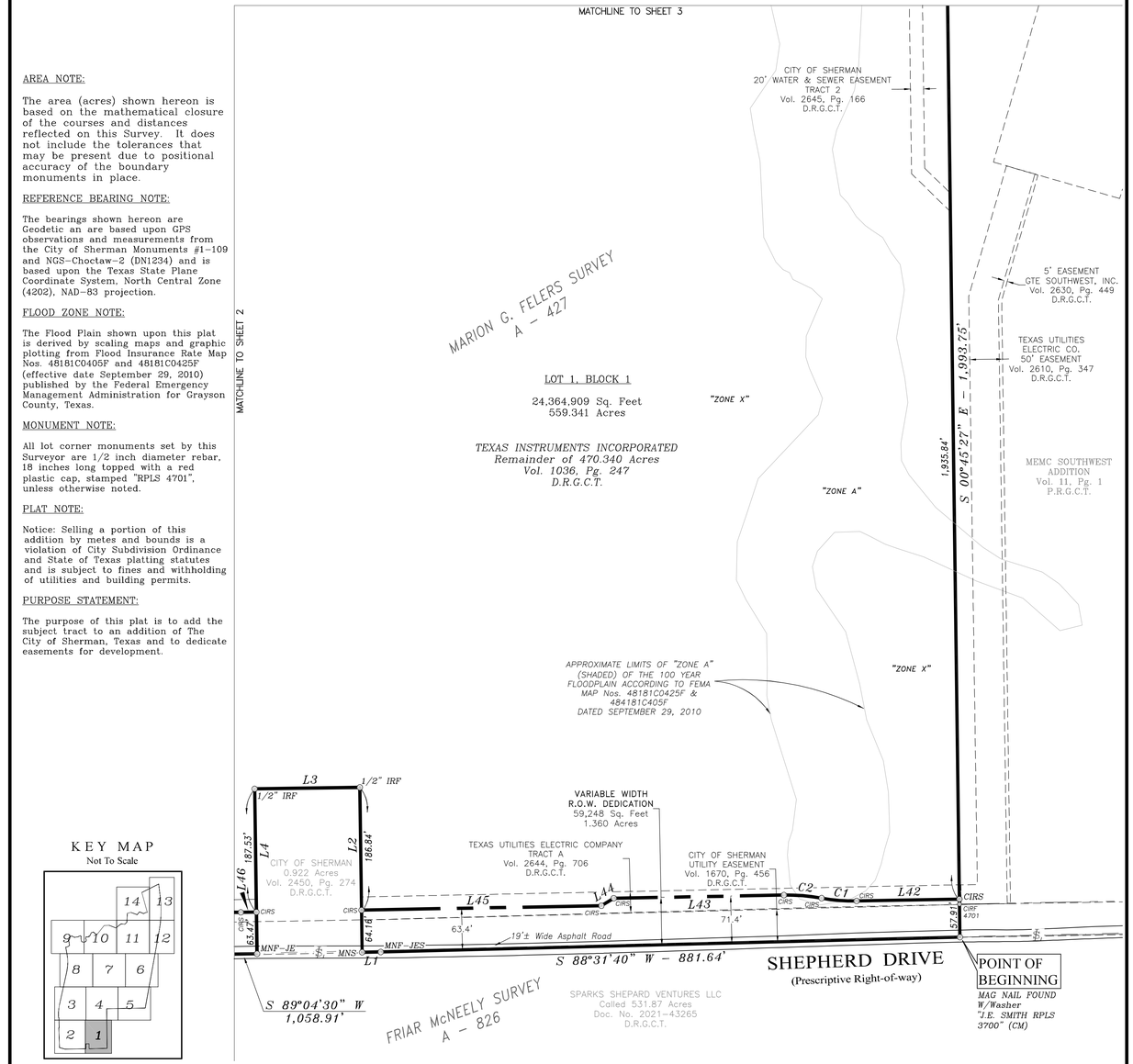
John Chronister Survey, Abstract No. 248
Grayson County, Texas

RINGLEY & ASSOCIATES, INC.
SURVEYING• MAPPING• PLANNING
Texas Firm Registration No. 10061300
701 S. Tennessee – McKinney, Texas 75069
(972) 542–1266

Date	Job	Title
06/20/2022	2022–015	2022–015–FP.DWG
Scale	Drawn by	Checked by	Sheet
1" = 100'	Mark Hook	L. H. Ringley	2 of 16



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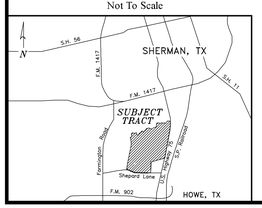

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1" = 100'	Mark Hook	L. H. Ringley	1 of 16

AREA NOTE:

The area (acres) shown hereon is based on the mathematical closure of the courses and distances reflected on this Survey. It does not include the tolerances that may be present due to positional accuracy of the boundary monuments in place.

REFERENCE BEARING NOTE:

The bearings shown hereon are Geodetic an are based upon GPS observations and measurements from the City of Sherman Monuments #1–109 and NGS–Choctaw–2 (DN1234) and is based upon the Texas State Plane Coordinate System, North Central Zone (4202), NAD–83 projection.

FLOOD ZONE NOTE:

The Flood Plain shown upon this plat is derived by scaling maps and graphic plotting from Flood Insurance Rate Map Nos. 48181C0405F and 48181C0425F (effective date September 29, 2010) published by the Federal Emergency Management Administration for Grayson County, Texas.

MONUMENT NOTE:

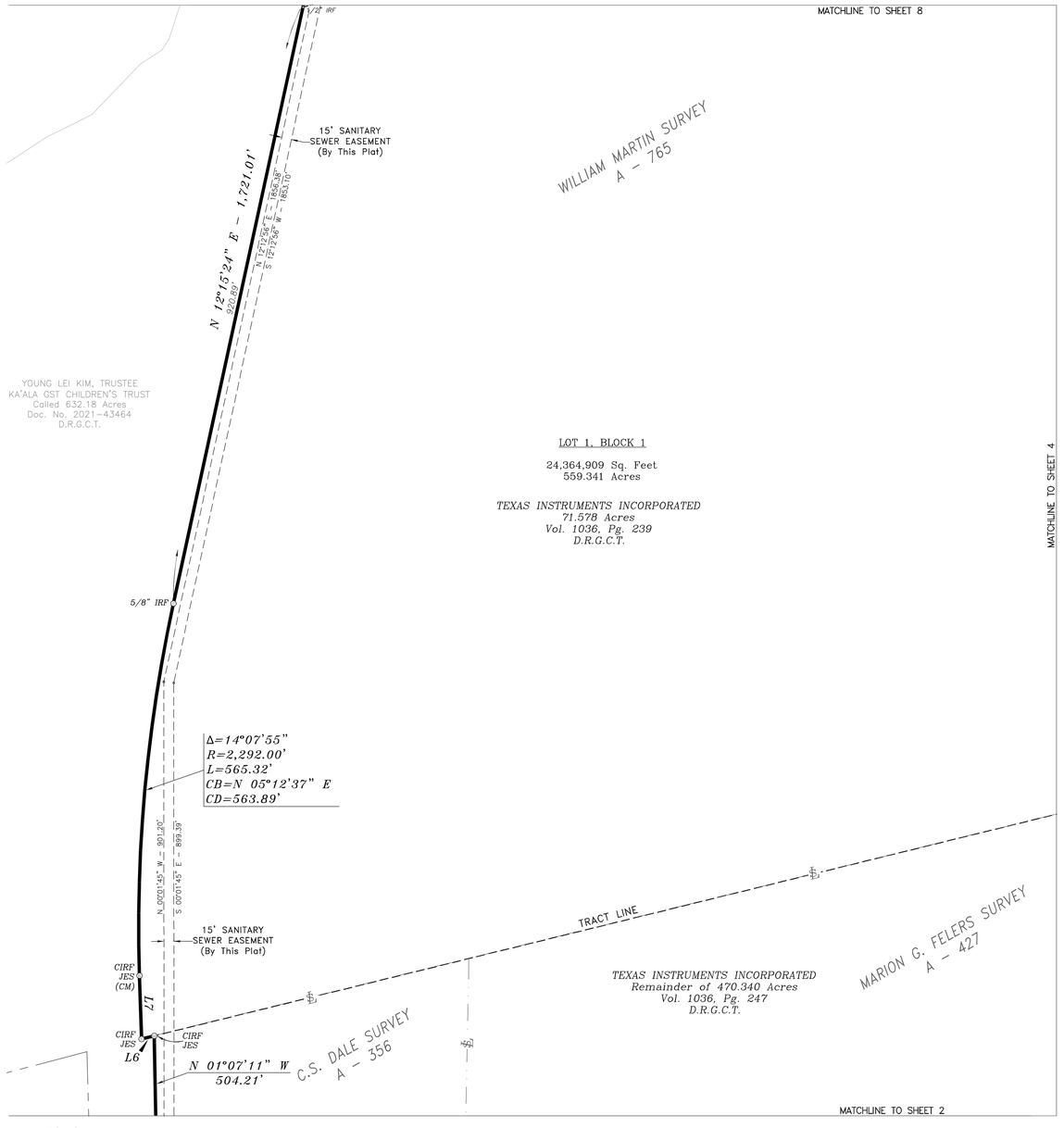
All lot corner monuments set by this Surveyor are 1/2 inch diameter rebar, 18 inches long topped with a red plastic cap, stamped "RPLS 4701", unless otherwise noted.

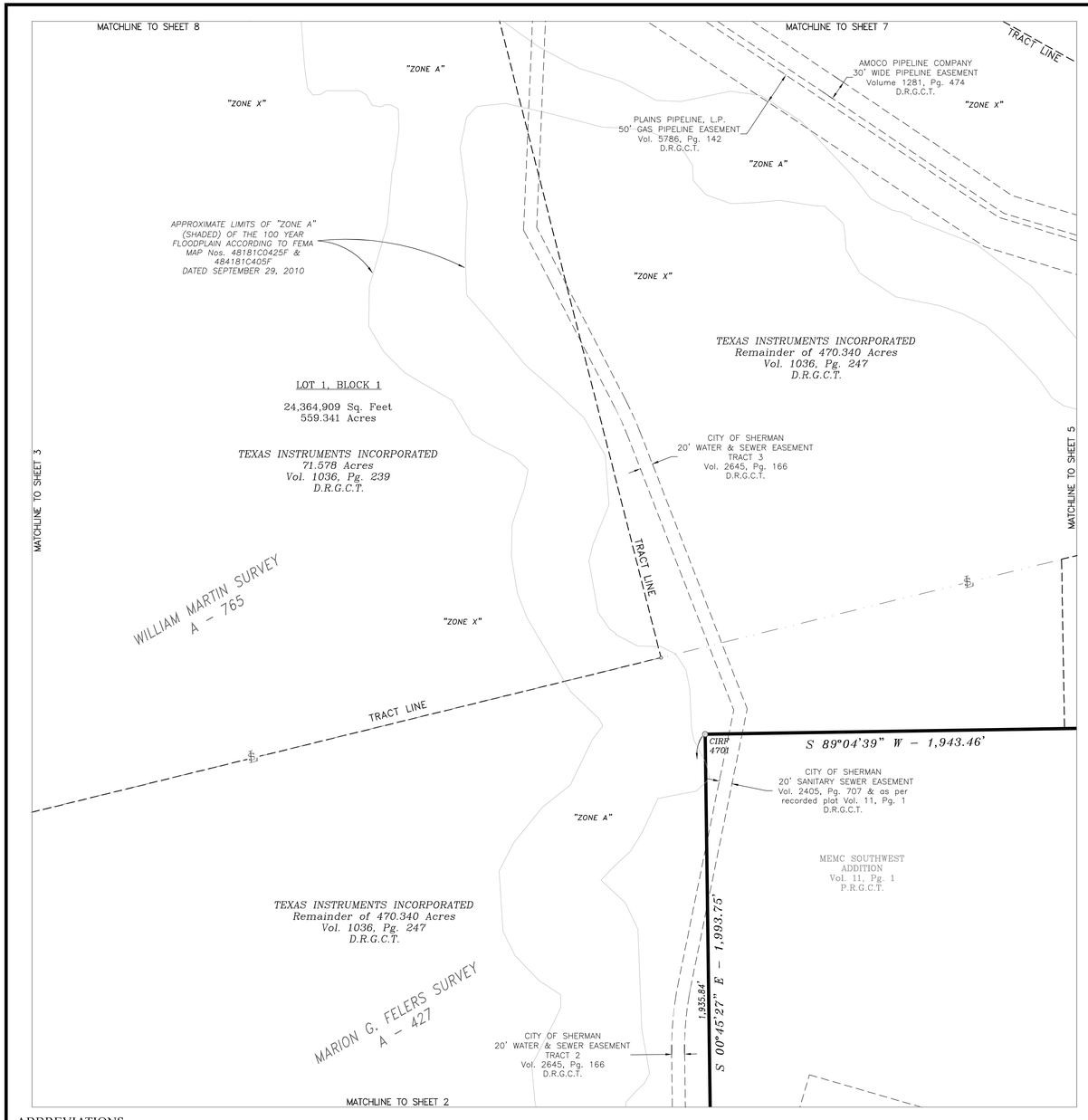
PLAT NOTE:

Notice: Selling a portion of this addition by metes and bounds is a violation of City Subdivision Ordinance and State of Texas platting statutes and is subject to fines and withholding of utilities and building permits.

PURPOSE STATEMENT:

The purpose of this plat is to add the subject tract to an addition of The City of Sherman, Texas and to dedicate easements for development.





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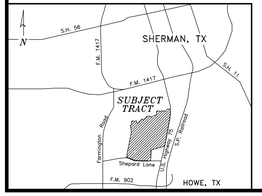

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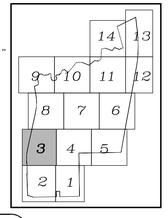

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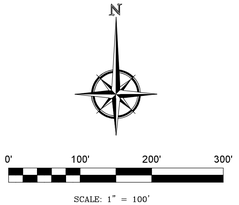

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RAILROAD RIGHT-OF-WAY

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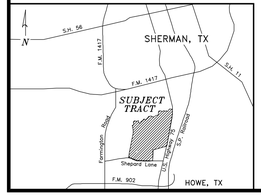

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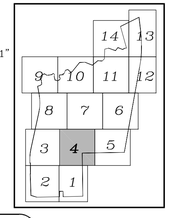

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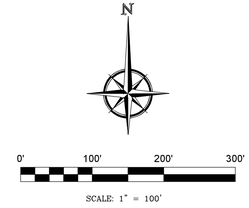

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MATCHLINE TO SHEET 7

MATCHLINE TO SHEET 6

TEXAS INSTRUMENTS INCORPORATED
136.869 Acres
Vol. 4981, Pg. 253
D.R.G.C.T.

TRACT LINE

TRACT LINE

"ZONE X"

TEXAS INSTRUMENTS INCORPORATED
Remainder of 470.340 Acres
Vol. 1036, Pg. 247
D.R.G.C.T.

WILLIAM MARTIN SURVEY
A – 765

CITY OF SHERMAN
30' WATER & SEWER EASEMENT
TRACT 1
Volume 2645, Pg. 166
D.R.G.C.T.

21.9'

20' WATER & SEWER EASEMENT

AMOCO PIPELINE COMPANY
30' WIDE PIPELINE EASEMENT
Volume 1281, Pg. 474
D.R.G.C.T.

LOT 1, BLOCK 1

24,364,909 Sq. Feet
559.341 Acres

"ZONE A"

PLAINS PIPELINE, L.P.
50' GAS PIPELINE EASEMENT
Vol. 5786, Pg. 142
D.R.G.C.T.

CITY OF SHERMAN
20' WATER & SEWER EASEMENT
Volume 1039, Pg. 460
D.R.G.C.T.

S 10°13'58" W – 4,004.86'

"ZONE X"

MATCHLINE TO SHEET 4

TRACT LINE

TEXAS INSTRUMENTS INCORPORATED
Remainder of 66.912 Acres
Vol. 1036, Pg. 242
D.R.G.C.T.

AMOCO PIPELINE COMPANY
30' WIDE PIPELINE EASEMENT
Volume 1281, Pg. 474
D.R.G.C.T.
And
SERVICE PIPELINE COMPANY
30' WIDE PIPELINE EASEMENT
Vol. 1014, Pg. 731
D.R.G.C.T.

JAMES A. FOSTER SURVEY
A – 418

U.S. HIGHWAY 75 SERVICE ROAD

U.S. HIGHWAY NO. 75
(Variable Width Right-of-way)

23.2'

CIRF
4701

S 89°04'39" W – 1,943.46'

20' CITY OF SHERMAN
WATER LINE EASEMENT
Vol. 1039, Pg. 460
D.R.G.C.T.

MEMC SOUTHWEST
ADDITION
Vol. 11, Pg. 1
P.R.G.C.T.

30' CITY OF SHERMAN
WATER LINE EASEMENT
Vol. 2405, Pg. 707
D.R.G.C.T.

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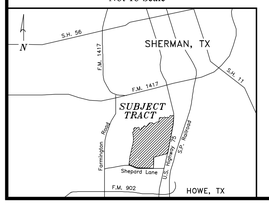

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KEY MAP

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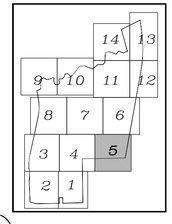

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N

0' 100' 200' 300'

SCALE: 1" = 100'

OWNER / DEVELOPER

TEXAS INSTRUMENTS INCORPORATED
Contact: Michael Wade
6412 U.S. Highway 75
Sherman, Texas 75090
m-wade@ti.com
214-567-3185

SURVEYOR

RINGLEY & ASSOCIATES, INC.
Contact: Lawrence H. Ringley
701 S. Tennessee Street
McKinney, Texas 75069
LHR@Ringley.com
972-542-1266

FINAL PLAT

TEXAS INSTRUMENTS
SHERMAN ADDITION
LOT 1, BLOCK A
559.333 ACRES
situated in the
William Martin Survey, Abstract No. 765
James A. Foster Survey, Abstract No. 418
M.G. Felers Survey, Abstract No. 427
C.S. Dale Survey, Abstract No. 356
Heirs of Sherrod Dunman Survey, Abstract No. 329
John Chronister Survey, Abstract No. 248
Grayson County, Texas

RINGLEY & ASSOCIATES, INC.
SURVEYING• MAPPING• PLANNING
Texas Firm Registration No. 10061300
701 S. Tennessee – McKinney, Texas 75069
(972) 542-1266

Date	Job	Title
06/20/2022	2022-015	2022-015-FP.DWG
Scale	Drawn by	Checked by	Sheet
1" = 100'	Mark Staab	L. H. Ringley	5 of 16

MATCHLINE TO SHEET 11

MATCHLINE TO SHEET 12

TRRP AFFECTED PROPERTY
63.48 Acres
Vol. 4127, Pg. 544
D.R.G.C.T.

INDUSTRIAL SOLID WASTE
DISPOSAL SITE NO. 2
Vol. 1877, Pg. 68
D.R.G.C.T.

24.5'

LIMIT OF TRRP DEED NOTICE

CENTERLINE OF
10' GENERAL TELEPHONE
COMPANY EASEMENT
Vol. 901, Pg. 630
D.R.G.C.T.

TEXAS INSTRUMENTS INCORPORATED
136.869 Acres
Vol. 4981, Pg. 253
D.R.G.C.T.

INDUSTRIAL SOLID WASTE
DISPOSAL SITE NO. 1
Vol. 1877, Pg. 68
D.R.G.C.T.

LIMIT OF TRRP DEED NOTICE

U.S. HIGHWAY 75 SERVICE ROAD

LOT 1, BLOCK 1

24,364,909 Sq. Feet
559.341 Acres

CITY OF SHERMAN
(TRACT 1)
Volume 2690, Pg. 160
D.R.G.C.T.

S 10°13'58" W – 4,004.86'

SIGN ENCROACHMENT
EASEMENT
Vol. 5241, Pg. 244
D.R.G.C.T.

MATCHLINE TO SHEET 7

Industrial Solid Waste
Disposal Site No. 3
Vol. 1877, Pg. 68
D.R.G.C.T.

WILLIAM MARTIN SURVEY
A – 765

CITY OF SHERMAN
20' WATER & SEWER EASEMENT
Volume 1039, Pg. 460
D.R.G.C.T.

U.S. HIGHWAY NO. 75
(Variable Width Right-of-way)

LIMIT OF TRRP DEED NOTICE

23.9'

CIRF
(CLOSE)

TRACT LINE

S 10°13'58" W
4,004.86'

MATCHLINE TO SHEET 5

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SANDERSON = Sanderson Surveying
MNF–JES = Mag Nail Found with washer stamped "J.E. SMITH RPLS 3000"
CM = Controlling Monument

VICINITY MAP

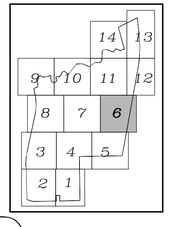
Not To Scale

LEGEND

BOUNDARY LINE
ADJOINER BOUNDARY LINE
EASEMENT LINE
SURVEY ABSTRACT LINE
RAILROAD TRACK
RAILROAD RIGHT-OF-WAY

KEY MAP

Not To Scale



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N

0' 100' 200' 300'

SCALE: 1" = 100'

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FINAL PLAT

TEXAS INSTRUMENTS
SHERMAN ADDITION
LOT 1, BLOCK A
559.333 ACRES
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Scale	Drawn by	Checked by	Sheet
1" = 100'	Mark Staab	L. H. Ringley	6 of 16

MATCHLINE TO SHEET 9

MATCHLINE TO SHEET 10

"ZONE X" (Shaded)

TRACT LINE

CIRF SANDERSON

TEXAS INSTRUMENTS INCORPORATED
3.250 Acres
Vol. 1038, Pg. 40
D.R.G.C.T.

JANET ANDERSON
27.928 Ac – Tract 2
Doc. No. 2015-22841
D.R.G.C.T.

15' SANITARY SEWER EASEMENT (By This Plat)

N 83°26'37" E – 400.36'
S 83°26'37" W – 396.71'

L54 L60 L55 L59 C9 C10

5/8" IRF (CM)

"ZONE X"

"ZONE AE"

N 61°34'28" E – 274.25'
S 61°34'28" W – 269.26'

TEXAS INSTRUMENTS INCORPORATED
Remainder of 470.340 Acres
Vol. 1036, Pg. 247
D.R.G.C.T.

YOUNG LEI KIM, TRUSTEE
KA'ALA GST CHILDREN'S TRUST
Called 632.18 Acres
Doc. No. 2021-43464
D.R.G.C.T.

PLAINS PIPELINE, L.P.
50' GAS PIPELINE EASEMENT
Vol. 5786, Pg. 142
D.R.G.C.T.

AMOCO PIPELINE COMPANY
30' WIDE PIPELINE EASEMENT
Volume 1281, Pg. 474
D.R.G.C.T.

702.61'

Δ=23°06'40"
R=2,166.14'
L=873.75'
CB=N 00°42'36" E
CD=867.84'

N 24°54'25" E – 876.17'
S 24°54'25" W – 868.53'

LOT 1, BLOCK 1

24,364,909 Sq. Feet
559.341 Acres

5/8" IRF

15' SANITARY SEWER EASEMENT (By This Plat)

N 12°15'24" E – 1,721.01'
S 12°12'58" E – 1656.38'
S 12°12'58" W – 65.10'

WILLIAM MARTIN SURVEY
A – 765

TEXAS INSTRUMENTS INCORPORATED
Remainder of 470.340 Acres
Vol. 1036, Pg. 247
D.R.G.C.T.

TRACT LINE

TEXAS INSTRUMENTS INCORPORATED
71.578 Acres
Vol. 1036, Pg. 239
D.R.G.C.T.

MATCHLINE TO SHEET 7

MATCHLINE TO SHEET 3

MATCHLINE TO SHEET 4

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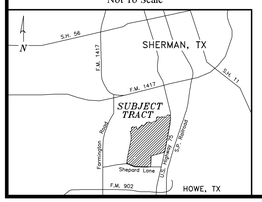
VICINITY MAP

Not To Scale



KEY MAP

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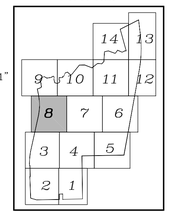

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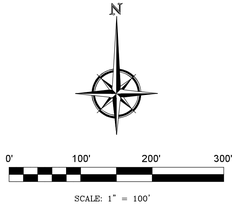

SCALE: 1" = 100'

LEGEND

BOUNDARY LINE
ADJOINER BOUNDARY LINE
EASEMENT LINE
SURVEY ABSTRACT LINE
RAILROAD TRACK
RAILROAD RIGHT-OF-WAY

FINAL PLAT

TEXAS INSTRUMENTS
SHERMAN ADDITION
LOT 1, BLOCK A
559.333 ACRES
situated in the
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Date	Job	Title
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Scale	Drawn by	Checked by	Sheet
1" = 100'	Mark Stack	L. H. Ringley	8 of 16

MATCHLINE TO SHEET 10

MATCHLINE TO SHEET 11

"ZONE AE"

TRACT LINE

CITY OF SHERMAN
20' WATER & SEWER EASEMENT
TRACT 3
Vol. 2645, Pg. 166
D.R.G.C.T.

15' SANITARY SEWER EASEMENT (By This Plat)

L55 L56 L57 L39 L58

"ZONE A"

TEXAS INSTRUMENTS INCORPORATED
Remainder of 470.340 Acres
Vol. 1036, Pg. 247
D.R.G.C.T.

LOT 1, BLOCK 1

24,364,909 Sq. Feet
559.341 Acres

"ZONE A"

TEXAS INSTRUMENTS INCORPORATED
136.869 Acres
Vol. 4981, Pg. 253
D.R.G.C.T.

MATCHLINE TO SHEET 8

AMOCO PIPELINE COMPANY
30' WIDE PIPELINE EASEMENT
Volume 1281, Pg. 474
D.R.G.C.T.

APPROXIMATE LIMITS OF "ZONE A" (SHADED) OF THE 100 YEAR FLOODPLAIN ACCORDING TO FEMA MAP Nos. 48181C0425F & 48181C0405F DATED SEPTEMBER 29, 2010

"ZONE X"

"ZONE A"

TRACT LINE

WILLIAM MARTIN SURVEY
A – 765

TEXAS INSTRUMENTS INCORPORATED
71.578 Acres
Vol. 1036, Pg. 239
D.R.G.C.T.

AMOCO PIPELINE COMPANY
30' WIDE PIPELINE EASEMENT
Volume 1281, Pg. 474
D.R.G.C.T.

PLAINS PIPELINE, L.P.
50' GAS PIPELINE EASEMENT
Vol. 5786, Pg. 142
D.R.G.C.T.

TRACT LINE

MATCHLINE TO SHEET 6

MATCHLINE TO SHEET 4

MATCHLINE TO SHEET 5

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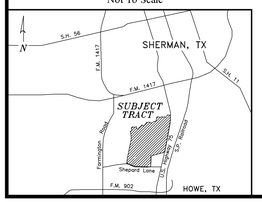
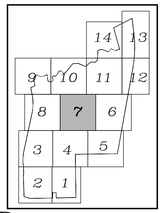
VICINITY MAP

Not To Scale



KEY MAP

Not To Scale



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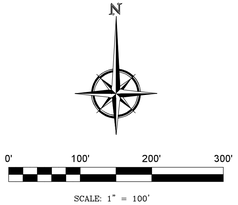

SCALE: 1" = 100'

LEGEND

BOUNDARY LINE
ADJOINER BOUNDARY LINE
EASEMENT LINE
SURVEY ABSTRACT LINE
RAILROAD TRACK
RAILROAD RIGHT-OF-WAY

FINAL PLAT

TEXAS INSTRUMENTS
SHERMAN ADDITION
LOT 1, BLOCK A
559.333 ACRES
situated in the
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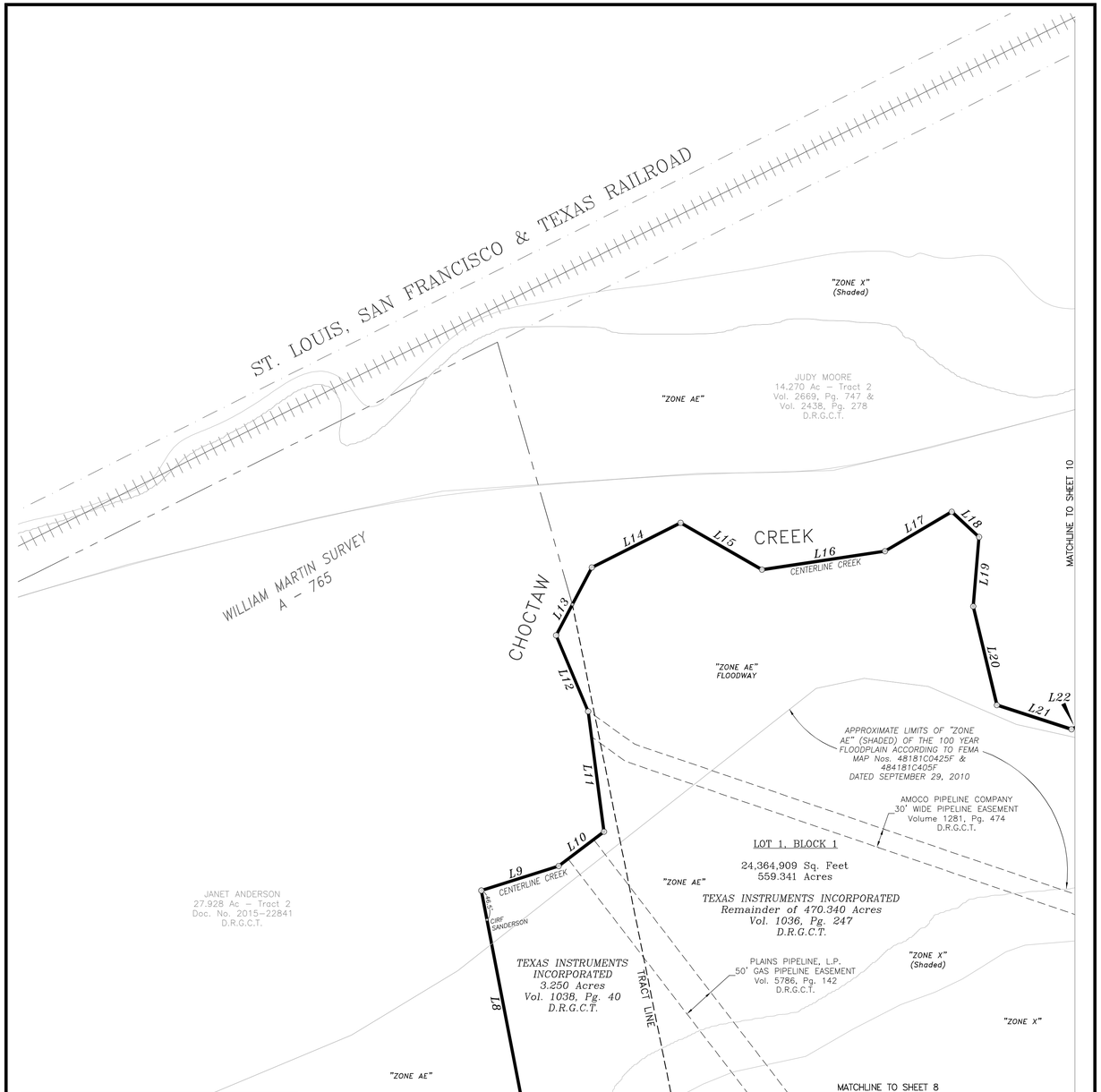

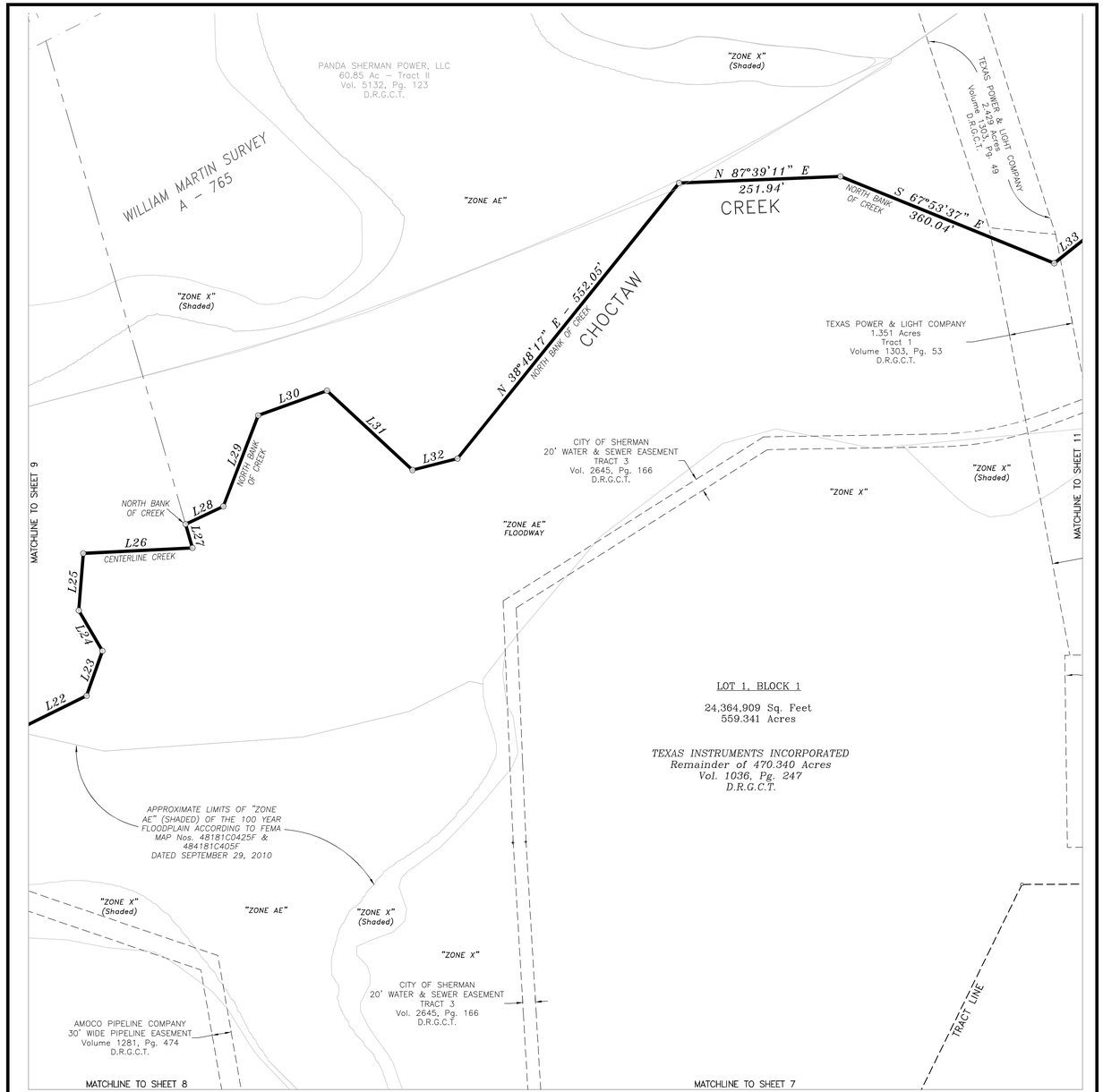

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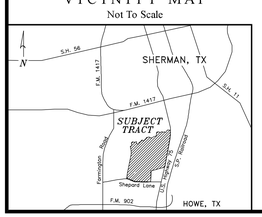

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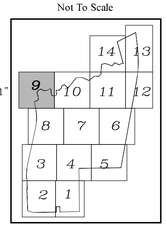

LEGEND

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RAILROAD TRACK
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0' 100' 200' 300'

SCALE: 1" = 100'

FINAL PLAT

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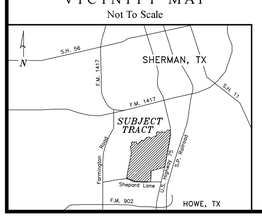

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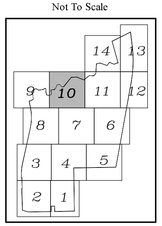

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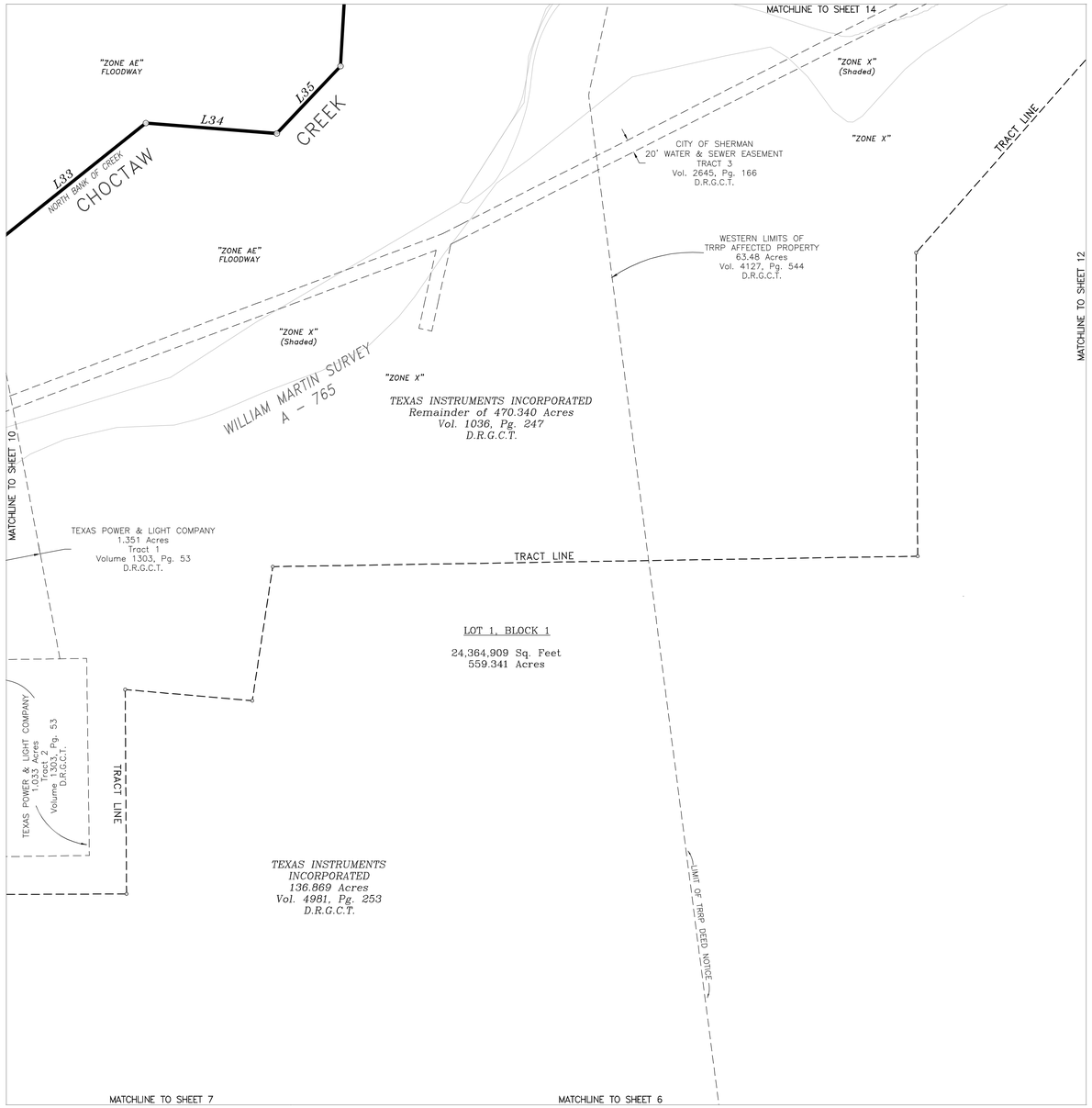

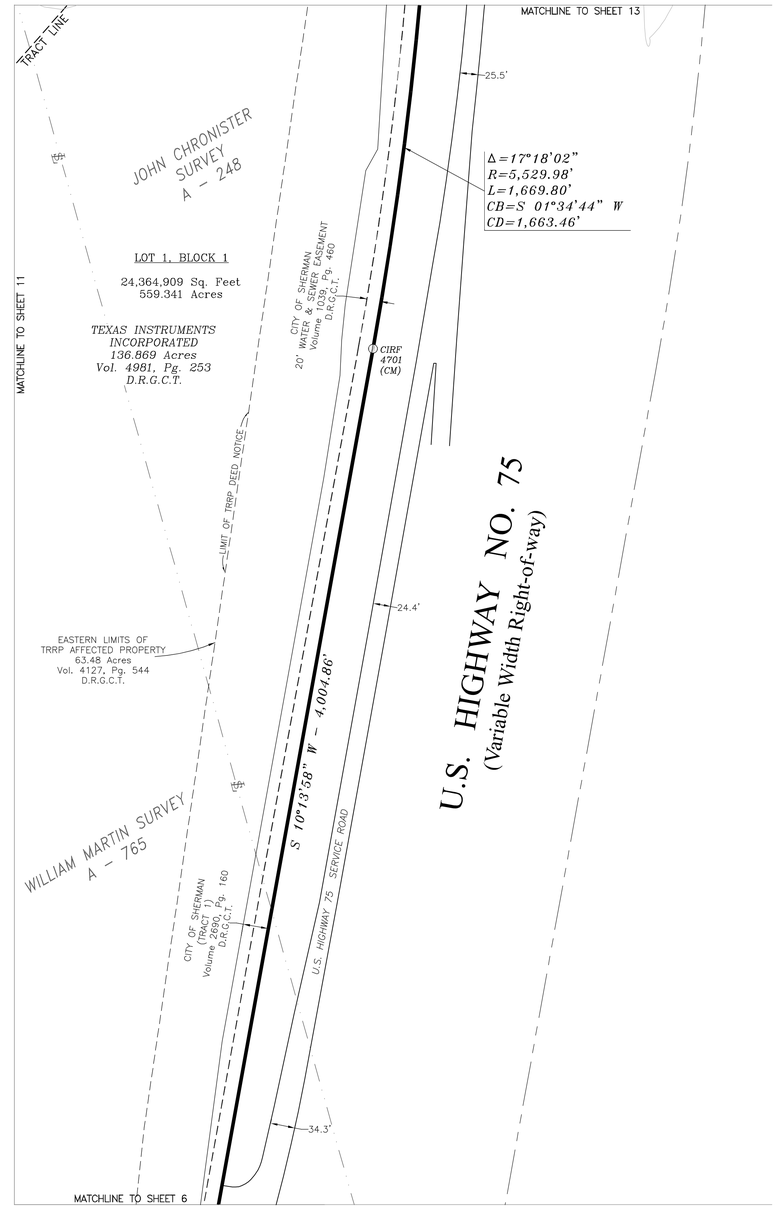

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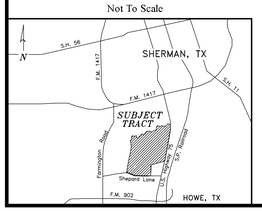
Not To Scale



KEY MAP

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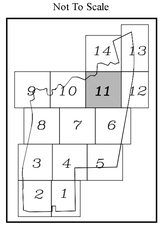

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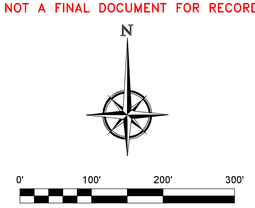

SCALE: 1" = 100'

LEGEND

BOUNDARY LINE
ADJOINER BOUNDARY LINE
EASEMENT LINE
SURVEY ABSTRACT LINE
RAILROAD TRACK
RAILROAD RIGHT-OF-WAY

FINAL PLAT

TEXAS INSTRUMENTS
SHERMAN ADDITION
LOT 1, BLOCK A
559.333 ACRES
situated in the
William Martin Survey, Abstract No. 765
James A. Foster Survey, Abstract No. 418
M.G. Felers Survey, Abstract No. 427
C.S. Dale Survey, Abstract No. 356
Heirs of Sherrod Dunman Survey, Abstract No. 329
John Chronister Survey, Abstract No. 248
Grayson County, Texas

OWNER / DEVELOPER

TEXAS INSTRUMENTS INCORPORATED
Contact: Michael Wade
6412 U.S. Highway 75
Sherman, Texas 75090
m-wade@ti.com
214-567-3185

SURVEYOR

RINGLEY & ASSOCIATES, INC.
Contact: Lawrence H. Ringley
701 S. Tennessee Street
McKinney, Texas 75069
LHR@Ringley.com
972-542-1266

RINGLEY & ASSOCIATES, INC.
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Date	Job	Title
06/20/2022	2022-015	2022-015-FP.DWG
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1" = 100'	Mark Shook	L. H. Ringley	11 of 16

ABBREVIATIONS

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4701 = Lawrence H. Ringley, RPLS 4701
JCI = January Consultants Inc.
JES = Jim E. Smith, RPLS 3700
SANDERSON = Sanderson Surveying
MNF-JES = Mag Nail Found with washer stamped "J.E. SMITH RPLS 3000"
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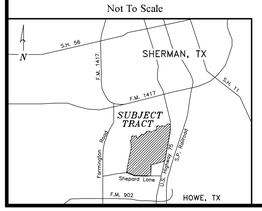

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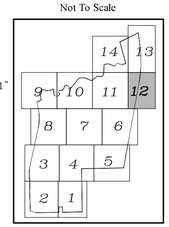

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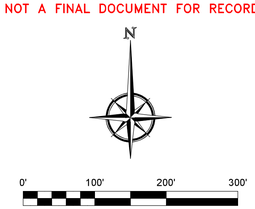

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Grayson County, Texas

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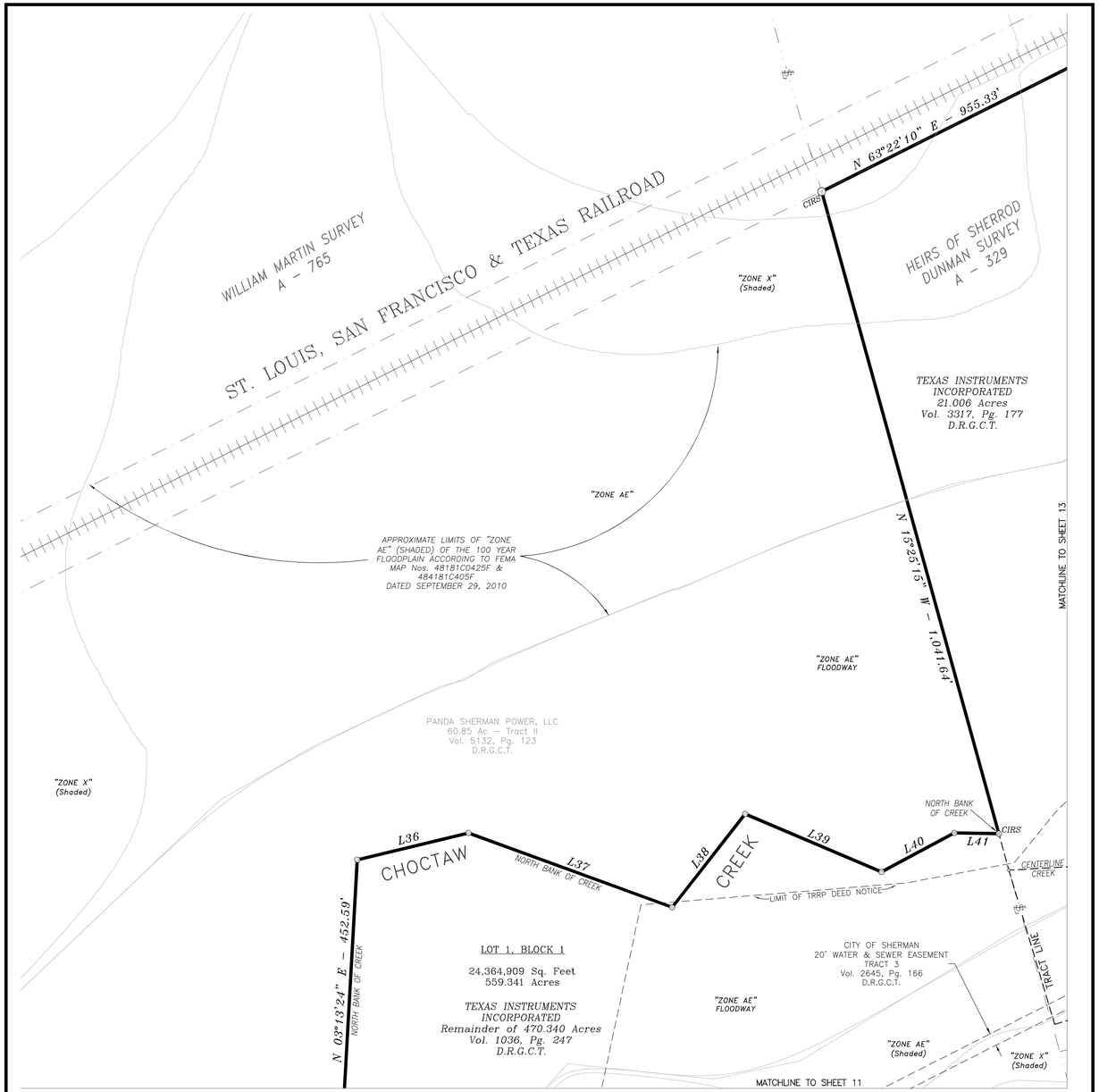

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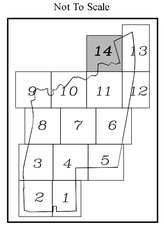

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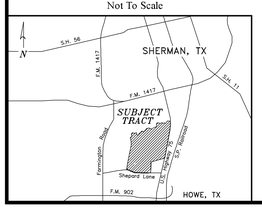

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0' 100' 200' 300'

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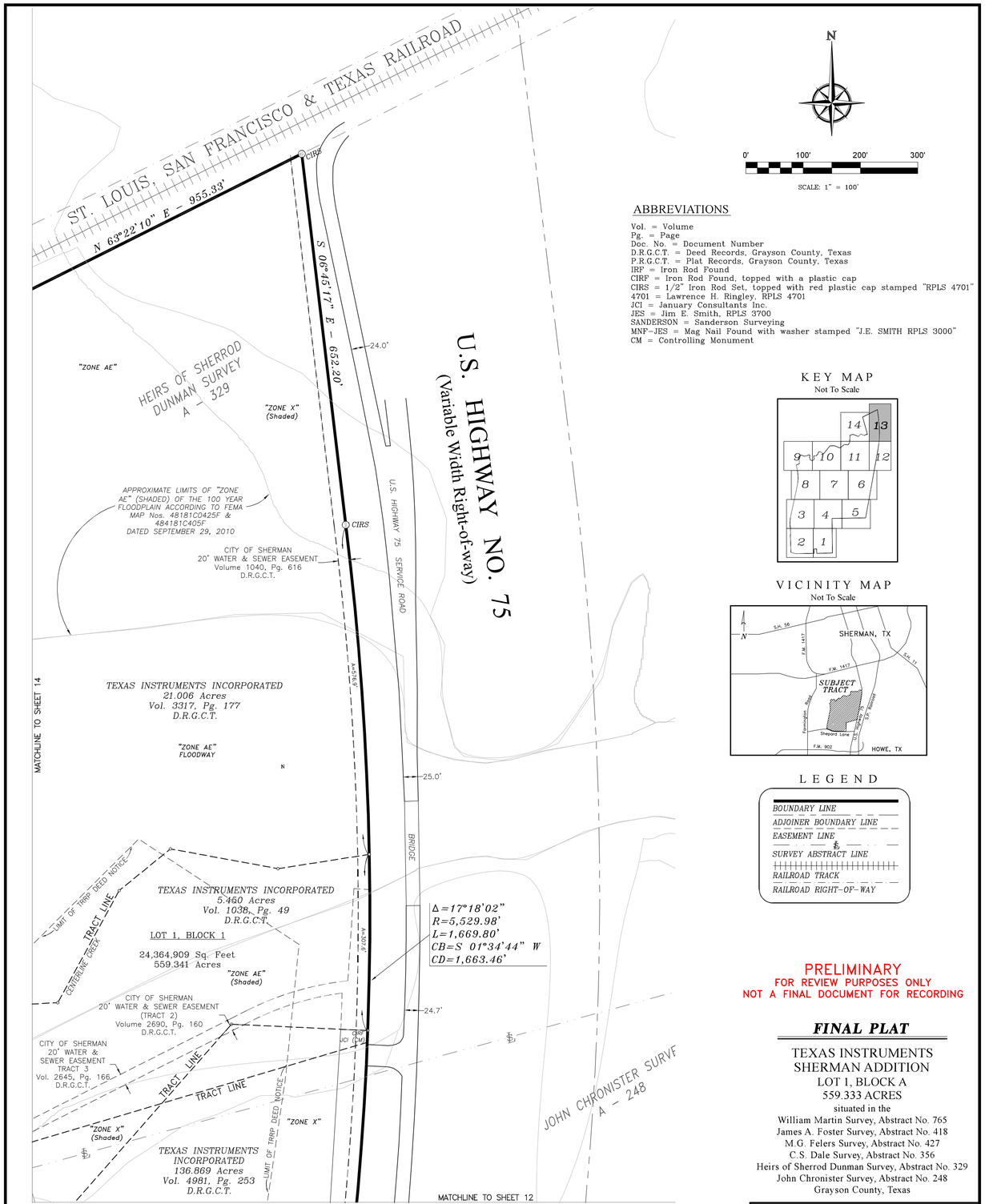

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OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF GRAYSON §

SITUATED in the City of Sherman, Texas, in the M.G. Felers Survey, Abstract No. 427, the C.S. Dale Survey, Abstract No. 356, the William Martin Survey, Abstract No. 765, the Heirs of Sherrod Dunman Survey, Abstract No. 329, the John Chronister Survey, Abstract No. 248 and the James A. Foster Survey, Abstract No. 418 of Grayson County, Texas and being: part of that certain called 470.340 acre tract of land described in a deed to Texas Instruments Incorporated, dated September 1, 1965 and recorded in Volume 1036, Page 247, Deed Records, Grayson County, Texas (D.R.G.C.T.); all of that certain called 71.578 acre tract of land described in a deed to Texas Instruments Incorporated, dated September 1, 1965 and recorded in Volume 1036, Page 239, D.R.G.C.T.; all of that certain called 3.250 acre tract of land described in a deed to Texas Instruments Incorporated, dated September 1, 1965 and recorded in Volume 1038, Page 40, D.R.G.C.T.; all of that certain called 5.450 acre tract of land described in a deed to Texas Instruments Incorporated, dated September 1, 1965 and recorded in Volume 1038, Page 49, D.R.G.C.T.; all of that certain called 21.006 acre tract of land described in a deed to Texas Instruments Incorporated, dated September 23, 2002 and recorded in Volume 3317, Page 177, D.R.G.C.T.; all of that certain called 136.869 acre tract of land described in a deed to Texas Instruments Incorporated, dated June 29, 2011, recorded in Volume 4981, Page 253, D.R.G.C.T. and part of that certain called 66.912 acre tract of land described in a deed to Texas Instruments Incorporated (hereinafter referred to as "TI"), dated September 1, 1965 and recorded in Volume 1036, Page 242, D.R.G.C.T. and the consolidation of the above described partial and whole tracts of land being more particularly described by metes & bounds as follows:

BEGINNING at a mag nail, with a steel washer, stamped "J.E. Smith, RPLS 3700", found in the center of Shepherd Drive, on the south line of the above described 470.340 acre TI tract and the north line of a called 531.87 acre tract of land described in a deed to Sparks Shepard Ventures LLC, recorded in Document No. 2021–43265, D.R.G.C.T. and said point also being the southwest corner of a 50 foot wide strip of land dedicated as public right–of–way as per the plat of MEMC Southwest Addition, an addition to the City of Sherman, recorded in Volume 11, Page 1, Plat Records, Grayson County, Texas (P.R.G.C.T.);

THENCE: South 88 deg. 31 min. 40 sec. West, along the common line of said 470.340 acre TI tract and said 531.87 acre Sparks Shepard tract and along and near the center of said Shepherd Drive, a distance of 881.64 feet to a mag nail with a steel washer, stamped "J.E. Smith, RPLS 3700", found for an angle corner;

THENCE: South 89 deg. 11 min. 29 sec. West, continuing along said common line and the center of said Shepherd Drive, a distance of 28.28 feet to mag nail with a steel washer, stamped "RPLS 4701", set for the southeast corner of that certain called 0.922 acre tract described in a deed to City of Sherman, Texas, recorded in Volume 2450, Page 274, D.R.G.C.T.;

THENCE: North 00 deg. 48 min. 31 sec. West, departing from said Shepherd Drive, along the east line of said City of Sherman tract, a distance of 251.00 feet to a 1/2 inch iron rod found for the northeast corner of said City of Sherman tract;

THENCE: South 89 deg. 11 min. 29 sec. West, along the north line of said City of Sherman tract, a distance of 160.00 feet to a 1/2 inch iron rod found for the northwest corner of said City of Sherman tract;

THENCE: South 00 deg. 48 min. 31 sec. East, along the west line of said City of Sherman tract, a distance of 251.00 feet to a mag nail with a steel washer, stamped "J.E. SMITH 3700", found for the southwest corner of said City of Sherman tract, in the center of Shepherd Drive and same being on the south line of said 470.340 acre TI tract and the north line of the above mentioned 531.87 acre Sparks Shepard tract;

THENCE: South 89 deg. 04 min. 30 sec. West, along the common line of said 470.340 acre TI tract and said 531.87 acre Sparks Shepard tract and along the center of said Shepherd Drive, a distance of 1,058.91 feet to a mag nail with a steel washer, stamped "J.E. SMITH RPLS 3700", found for an angle corner;

THENCE: North 73 deg. 48 min. 57 sec. West, continuing along the south line of said 470.340 acre TI tract and the center of said Shepherd Drive, a distance of 280.06 feet to a point for the southwest corner of said 470.340 acre TI tract, on the easterly line of that certain called 632.18 acre tract described in a deed to Young Lei Kim, Trustee of the Ka'Ala GST Children's Trust, recorded in Document No. 2021–43464, D.R.G.C.T. and same being the easterly right–of–way line of the old Texas Traction Company's Interurban Railway;

THENCE: North 01 deg. 57 min. 16 sec. West, departing from said Shepherd Drive, along the common line of the old Interurban Railway, the 470.340 acre TI tract and said Ka'Ala GST Children's Trust tract, a distance of 999.22 feet to a 5/8 inch iron rod, topped with a yellow plastic cap, stamped "J.E. Smith RPLS 3700", found for an inside ell corner of said railway and 632.18 acre Ka'Ala GST Children's Trust tract;

THENCE: North 88 deg. 22 min. 15 sec. East, continuing along said common line, a distance of 14.46 feet to a 5/8 inch iron rod, topped with a yellow plastic cap, stamped "J.E. Smith RPLS 3700", found for an inside ell corner of said 470.340 acre TI tract;

THENCE: North 01 deg. 07 min. 11 sec. West, continuing along said common line, a distance of 504.21 feet to a 5/8 inch iron rod, topped with a yellow plastic cap, stamped "J.E. Smith RPLS 3700", found for an inside ell corner of said railway and 632.18 acre Ka'Ala GST Children's Trust tract, on the south line of the above described 71.578 acre TI tract and said William Martin Survey;

THENCE: North 01 deg. 07 min. 11 sec. West, continuing along said common line, a distance of 504.21 feet to a 5/8 inch iron rod, topped with a yellow plastic cap, stamped "J.E. Smith RPLS 3700", found for an inside ell corner of said railway and 632.18 acre Ka'Ala GST Children's Trust tract, on the south line of the above described 71.578 acre TI tract and said William Martin Survey;

THENCE: South 75 deg. 58 min. 25 sec. West, along the common line of the old Interurban Railway, the 71.578 acre TI tract and said 632.18 acre Ka'Ala GST Children's Trust tract, a distance of 19.66 feet to a 5/8 inch iron rod, topped with a yellow plastic cap, stamped "J.E. Smith RPLS 3700", found for the southwest corner of said 71.578 acre TI tract and an inside ell corner of said railway and Ka'Ala GST Children's Trust tract;

THENCE: North 01 deg. 53 min. 25 sec. West, along the common line of the old Interurban Railway, the 71.578 acre TI tract and said Ka'Ala GST Children's Trust tract, a distance of 95.68 feet to a 5/8 inch iron rod, topped with a yellow plastic cap, stamped "J.E. Smith RPLS 3700", found for the beginning of a curve to the right, having a radius of 2,292.00 feet, a central angle of 14 deg. 07 min. 55 sec. and a chord that bears North 05 deg. 12 min. 37 sec. East – 563.89 feet;

THENCE: Continuing along said common line and along said curve to the right, an arc distance of 565.32 feet to a 5/8 inch iron rod found at the end of said curve;

THENCE: North 12 deg. 15 min. 24 sec. East, continuing along said common line, at a distance of 920.88 feet, passing a 1/2 inch iron rod found for the northwest corner of said 71.578 acre TI tract and the northwesterly outside ell corner of said 470.340 acre TI tract and continuing along the common line of the old Interurban Railway, the 470.340 acre TI tract and said Ka'Ala GST Children's Trust tract for a total distance of 1,721.01 feet to a 5/8 inch iron rod, topped with a yellow plastic cap, stamped "J.E. Smith RPLS 3700", found for corner at the beginning of a curve to the left, having a radius of 2,166.14 feet, a central angle of 23 deg. 06 min. 40 sec. and a chord that bears North 00 deg. 42 min. 36 sec. East – 867.84 feet;

THENCE: Continuing along said common line and said curve to the left, at an arc distance of 702.27 feet, passing a 5/8 inch iron rod found for the northeast corner of said Ka'Ala GST Children's Trust tract and the most westerly northwest corner of said 470.340 acre TI tract and said point also being the southwest corner of the above described 3.250 acre TI tract and the southeast corner of that certain called 27.928 acre tract of land described as "Tract 2" in a deed to Janet Anderson, recorded in Document No. 2015–22641, D.R.G.C.T. and continuing along the common line of said 3.250 acre TI tract, said Anderson tract and said Interurban Railway and along said curve to the left for a total arc distance of 873.75 feet to a 1/2 inch iron rod, topped with a yellow plastic cap, stamped "Sanderson Surveying", found for corner at the end of said curve;

THENCE: North 10 deg. 55 min. 21 sec. West, continuing along the common line of said 3.250 acre TI tract, said Anderson tract and said Interurban railway, at a distance of 304.6 feet, passing a 1/2 inch iron rod, topped with a yellow plastic cap, stamped "Sanderson Surveying", found for reference on the south bank of Choctaw Creek and continuing for a total distance of 351.05 feet to a point in the centerline of said Choctaw Creek for the northwest corner of said 3.250 acre TI tract and this tract;

THENCE: Departing from said Interurban Railway and continuing along the common line of said 3.250 acre TI tract and Anderson tract and the centerline of said Choctaw Creek as follows:

North 72 deg. 25 min. 27 sec. East, a distance of 126.57 feet to a point for corner;
North 52 deg. 46 min. 52 sec. East, a distance of 88.74 feet to a point for corner;
North 07 deg. 27 min. 49 sec. West, a distance of 189.40 feet to a point for corner;
North 22 deg. 48 min. 49sec. West, a distance of 128.86 feet to a point for corner;
North 27 deg. 44 min. 28 sec. East, at a distance of 54.52 feet, passing the northeast corner of said 3.250 acre TI tract, the most easterly southeast corner of said Anderson tract, the most northerly northwest corner of said 470.340 acre TI tract and the southwest corner of that certain called 14.270 acre tract of land described as "Tract 2" in a deed to Judy Moore, recorded in Volume 2669, Page 747 and Volume 2438, Page 278, D.R.G.C.T., and continuing along said creek for a total distance of 119.67 feet to a point for corner;

THENCE: Continuing along the centerline of said Choctaw Creek, with the common line of said 470.340 acre TI tract and said Moore tract as follows:

North 63 deg. 17 min. 58 sec. East, a distance of 155.14 feet to a point for corner;
South 60 deg. 05 min. 02 sec. East, a distance of 146.56 feet to a point for corner;
North 81 deg. 27 min. 57 sec. East, a distance of 194.13 feet to a point for corner;
North 59 deg. 26 min. 10 sec. East, a distance of 120.96 feet to a point for corner;
South 47 deg. 17 min. 26 sec. East, a distance of 58.04 feet to a point for corner;
South 04 deg. 45 min. 49 sec. West, a distance of 108.63 feet to a point for corner;
South 13 deg. 27 min. 40 sec. East, a distance of 158.53 feet to a point for corner;
South 72 deg. 03 min. 02 sec. East, a distance of 122.41 feet to a point for corner;
North 63 deg. 44 min. 24 sec. East, a distance of 106.91 feet to a point for corner;
North 19 deg. 25 min. 37 sec. East, a distance of 74.20 feet to a point for corner;
North 30 deg. 18 min. 10 sec. West, a distance of 73.14 feet to a point for corner;
North 04 deg. 28 min. 09 sec. East, a distance of 89.46 feet to a point for corner;
North 87 deg. 07 min. 05 sec. East, a distance of 170.65 feet to a point for the southeast corner of said Moore tract and an inside ell corner of said 470.340 acre TI tract;

THENCE: North 16 deg. 06 min. 35 sec. West, departing from the centerline of said creek, along the common line of said TI and Moore tracts, a distance of 38.46 feet to a point on the north bank of said Choctaw Creek for the southwest corner of that certain called 60.85 acre tract of land described as "Tract II" in a deed to Panda Sherman Power, LLC, recorded in Volume 5132, Page 123, D.R.G.C.T.;

OWNER'S CERTIFICATE (Continued)

THENCE: Along the north bank of Choctaw Creek and the common line of said 470.340 acre TI tract and Panda Sherman tract as follows:

North 64 deg. 38 min. 01 sec. East, a distance of 65.06 feet to a point for corner;
North 21 deg. 00 min. 24 sec. East, a distance of 152.04 feet to a point for corner;
North 70 deg. 15 min. 11 sec. East, a distance of 114.00 feet to a point for corner;
South 47 deg. 08 min. 38 sec. East, a distance of 182.02 feet to a point for corner;
North 75 deg. 41 min. 59 sec. East, a distance of 72.40 feet to a point for corner;
North 38 deg. 48 min. 17 sec. East, a distance of 552.05 feet to a point for corner;
North 87 deg. 39 min. 11 sec. East, a distance of 251.94 feet to a point for corner;
South 67 deg. 53 min. 37 sec. East, a distance of 360.04 feet to a point for corner;
North 51 deg. 22 min. 40 sec. East, a distance of 328.36 feet to a point for corner;
South 85 deg. 27 min. 55 sec. East, a distance of 200.08 feet to a point for corner;
North 43 deg. 25 min. 11 sec. East, a distance of 141.09 feet to a point for corner;
North 03 deg. 13 min. 24 sec. East, a distance of 452.59 feet to a point for corner;
North 76 deg. 26 min. 40 sec. East, a distance of 179.00 feet to a point for corner;
North 69 deg. 56 min. 51 sec. East, a distance of 338.99 feet to a point for corner;
North 38 deg. 01 min. 44 sec. East, a distance of 185.33 feet to a point for corner;
South 66 deg. 57 min. 27 sec. East, a distance of 231.64 feet to a point for corner;
North 61 deg. 52 min. 37 sec. East, a distance of 129.18 feet to a point for corner;
South 89 deg. 05 min. 36 sec. East, a distance of 69.52 feet to a point for the southeast corner of said 60.85 acre Panda Sherman tract and the most northerly northeast corner of said 470.340 acre TI tract, on the west line of the above described 21.006 acre TI tract;

THENCE: North 15 deg. 25 min. 15 sec. West, departing from the bank of Choctaw Creek, along the common line of said 21.006 acre TI tract and said 60.85 acre Panda Sherman tract, a distance of 1,041.64 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for the northwest corner of said 21.006 acre TI tract on the southerly right–of–way line of the St. Louis, San Francisco & Texas Railroad (100' wide right–of–way);

THENCE: North 63 deg. 22 min. 10 sec. East, along the north line of said 21.006 acre TI tract and said railroad, a distance of 955.33 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", set for the northeast corner of said 21.006 acre TI tract at the intersection of the southerly right–of–way line of said railroad and the westerly right–of–way line of U.S. Highway No. 75 (variable width right–of–way);

THENCE: South 06 deg. 45 min. 17 sec. East, along the common line of said 21.006 acre TI tract and U.S. Highway No. 75, a distance of 652.20 feet to a point for corner at the beginning of a non–tangent curve to the right, having a radius of 5,529.98 feet, a central angle of 17 deg. 18 min. 02 sec. and a chord that bears South 01 deg. 34 min. 44 sec. West – 1,663.46 feet;

THENCE: Continuing along said common line and with said curve to the right, at an arc distance of 576.9 feet, passing the southeast corner of said 21.006 acre TI tract and the northeast corner of the above described 5.450 acre TI tract in the center of Choctaw Creek, continuing along the west right–of–way line of said U. S. Highway No. 75, at an arc distance of 884.50 feet, passing a 1/2 inch iron rod, topped with a yellow plastic cap, stamped "January Consultants, Inc.", found for the northeast corner of the above described 136.869 acre TI tract and continuing for a total arc distance of 1,669.80 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", found for corner at the end of said curve;

THENCE: South 10 deg. 13 min. 58 sec. West, continuing along the west right–of–way line of said U.S. Highway 75 and the east line of said 136.869 acre TI tract, at a distance of 2,772.22 feet, passing a 1/2 inch iron rod, topped with a yellow plastic cap, stamped "January Consultants, Inc.", found for the southeast corner of said 136.869 acre TI tract, continuing along the west right–of–way line of said U.S. Highway 75 and the east line of the above described 470.340 acre TI tract, at a distance of 3,387.43 feet, passing the northeast corner of the above described 66.912 acre TI tract and continuing on for a total distance of 4,004.86 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", found for the northeast corner of the above described MEMC Southwest Addition;

THENCE: South 89 deg. 04 min. 39 sec. West, departing from said U.S. Highway 75, along the north line of said MEMC Southwest Addition, a distance of 1,943.46 feet to a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", found for the northwest corner of said addition;

THENCE: South 00 deg. 45 min. 27 sec. East, along the west line of said MEMC Southwest Addition, at a distance of 1,943.8 feet, passing a 1/2 inch iron rod, topped with a red plastic cap, stamped "RPLS 4701", found at the southwest corner of said addition at the northwest corner of the dedicated right–of–way and continuing for a total distance of 1,993.75 feet to the POINT OF BEGINNING and 24,364,537 square feet or 559.333 acres of land.

CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	11°22'30"	269.50'	53.50'	N 85°22'13" W	53.42'
C2	11°22'30"	290.50'	57.67'	N 85°22'13" W	57.58'
C3	11°22'30"	269.50'	53.50'	N 85°22'13" W	53.42'
C4	11°22'30"	290.50'	57.67'	N 85°22'13" W	57.58'
C5	6°34'55"	1053.50'	121.02'	N 87°46'01" W	120.95'
C6	6°34'55"	1146.50'	131.70'	N 87°46'01" W	131.63'
C7	8°22'52"	504.50'	73.80'	N 86°52'02" W	73.73'
C8	8°22'52"	525.50'	76.87'	N 86°52'02" W	76.80'
C9	21°52'11"	527.19'	201.23'	N 72°30'31" E	200.01'
C10	21°52'11"	512.19'	195.50'	S 72°30'31" W	194.32'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°11'29" W	28.28'
L2	N 00°48'31" W	251.00'
L3	S 89°11'29" W	160.00'
L4	S 00°48'31" E	251.00'
L8	N 10°55'21" W	351.05'
L9	N 72°25'27" E	126.57'
L10	N 52°46'52" E	88.74'
L11	N 07°27'49" W	189.40'
L12	N 22°48'49" W	128.86'
L13	N 27°44'28" E	119.67'
L14	N 63°17'58" E	155.14'
L15	S 60°05'02" E	146.56'
L16	N 81°27'57" E	194.13'
L17	N 59°26'10" E	120.96'
L18	S 47°17'26" E	58.04'
L19	S 04°45'49" W	108.63'
L20	S 13°27'40" E	158.53'
L21	S 72°03'02" E	122.41'
L22	N 63°44'24" E	106.91'
L23	N 19°25'37" E	74.20'
L24	N 30°18'10" W	73.14'
L25	N 04°28'09" E	89.46'
L26	N 87°07'05" E	170.65'
L27	N 16°06'35" W	38.46'
L28	N 64°38'01" E	65.06'
L29	N 21°00'24" E	152.04'
L30	N 70°15'11" E	114.00'
L31	S 47°08'38" E	182.02'
L32	N 75°41'59" E	72.40'
L33	N 51°22'40" E	328.36'
L34	S 85°27'55" E	200.08'
L35	N 43°25'11" E	141.09'
L36	N 76°26'40" E	179.00'
L37	S 69°56'51" E	338.99'
L38	N 38°01'44" E	185.33'
L39	S 66°57'27" E	231.64'
L40	N 61°52'37" E	129.18'
L41	S 89°05'36" E	69.52'
L42	S 88°56'32" W	156.43'
L43	S 88°56'32" W	258.98'
L44	S 58°56'32" W	22.00'
L45	S 88°56'32" W	365.01'

LINE	BEARING	DISTANCE
L46	S 88°56'32" W	23.66'
L47	S 88°56'32" W	264.46'
L48	S 58°56'32" W	22.00'
L49	S 88°56'32" W	213.55'
L50	S 88°56'32" W	28.70'
L51	S 88°56'32" W	214.49'
L52	N 46°03'28" W	56.57'
L53	S 88°56'32" W	10.66'
L54	S 69°14'56" E	152.92'
L55	S 70°25'10" E	365.05'
L56	N 45°06'36" E	127.94'
L57	S 03°23'43" E	20.03'
L58	S 45°06'36" W	124.13'
L59	N 70°25'10" W	374.67'
L60	N 69°14'56" W	149.43'
L61	S 45°59'36" W	7.91'
L62	N 01°03'28" W	15.20'
L63	N 88°58'26" E	15.00'
L64	S 01°03'28" E	15.19'
L65	N 01°03'28" W	30.38'
L66	N 88°56'32" E	25.00'
L67	S 01°03'28" E	33.60'

FINAL PLAT

TEXAS INSTRUMENTS
SHERMAN ADDITION
LOT 1, BLOCK A
559.333 ACRES
situated in the
William Martin Survey, Abstract No. 765
James A. Foster Survey, Abstract No. 418
M.G. Felers Survey, Abstract No. 427
C.S. Dale Survey, Abstract No. 356
Heirs of Sherrod Dunman Survey, Abstract No. 329
John Chronister Survey, Abstract No. 248
Grayson County, Texas

OWNER / DEVELOPER
TEXAS INSTRUMENTS INCORPORATED
Contact: Michael Wade
6412 U.S. Highway 75
Sherman, Texas 75090
m–wade@ti.com
214–567–3185

SURVEYOR
RINGLEY & ASSOCIATES, INC.
Contact: Lawrence H. Ringley
701 S. Tennessee Street
McKinney, Texas 75069
LHR@Ringley.com
972–542–1266

RINGLEY & ASSOCIATES, INC.
SURVEYING• MAPPING• PLANNING
Texas Firm Registration No. 10061300
701 S. Tennessee – McKinney, Texas 75069
(972) 542–1266

Date	Job	Title
06/20/2022	2022–015	2022–015–FP.DWG
Scale	Drawn by	Checked by / Sheet
1" = 100'	Mark Stasik	L. H. Ringley / 15 of 16

OWNER'S DEDICATION

THAT, TEXAS INSTRUMENTS INCORPORATED, actingby and through its duly authorized agent, does hereby adopt this plat designating the herein described real property as TEXAS INSTRUMENTS SHERMAN ADDITION, an addition to the City of Sherman, Grayson County, Texas. Being 559.333 acres of land, situated in the M.G. Felers Survey, Abstract No. 427, the C.S. Dale Survey, Abstract No. 356, the William Martin Survey, Abstract No. 765, the Heirs of Sherrod Dunman Survey, Abstract No. 329, the John Chronister Survey, Abstract No. 248 and the James A. Foster Survey, Abstract No. 418, City of Sherman, Grayson County, Texas and does hereby dedicate to the public's use forever, the streets, alleys, parks, right–of–ways, school sites and other public places, easements shown hereon.

Executed this _____ day of _____, 2022

PRELIMINARY

Zane Broadhead
Texas Instruments Incorporated
Vice President of Worldwide Facilities

STATE OF TEXAS §
COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND SEAL OF OFFICE this the _____ day of _____, 2022.

PRELIMINARY

Notary Public, State of Texas

My commission expires: _____

SURVEYORS' CERTIFICATE

That I, **Lawrence H. Ringley**, Registered Professional Land Surveyor, do hereby certify that a survey was made on the ground of the property shown hereon under my personal and direct supervision, and that the corner monumentation meets the standards set according to the Subdivision Regulations of the City of Denison, Texas.

DATED this the_____ day of _____, 2022.

PRELIMINARY

Lawrence H. Ringley, R.P.L.S.
State of Texas, No. 4701

STATE OF TEXAS §
COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND SEAL OF OFFICE this the _____ day of _____, 2022.

PRELIMINARY

Notary Public, State of Texas

My commission expires: _____

Approved this _____ day of _____, 20_____, by the City Planning and Zoning Commission of the City of Sherman, Texas.

PRELIMINARY
FOR REVIEW PURPOSES ONLY
NOT A FINAL DOCUMENT FOR RECORDING

Chairman _____ Secretary

Accepted by the City Council of the City of Sherman:

PRELIMINARY
FOR REVIEW PURPOSES ONLY
NOT A FINAL DOCUMENT FOR RECORDING

Mayor, City of Sherman, Texas _____ Date

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing final plat of TEXAS INSTRUMENTS SHERMAN ADDITION to the City of Sherman was submitted to the City Council on the _____ day of _____,20____, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements, and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this _____ day of _____, A.D. 20_____.

PRELIMINARY
FOR REVIEW PURPOSES ONLY
NOT A FINAL DOCUMENT FOR RECORDING
City Clerk, City of Sherman, Texas

FINAL PLAT

TEXAS INSTRUMENTS
SHERMAN ADDITION
LOT 1, BLOCK A
559.333 ACRES
situated in the
William Martin Survey, Abstract No. 765
James A. Foster Survey, Abstract No. 418
M.G. Felers Survey, Abstract No. 427
C.S. Dale Survey, Abstract No. 356
Heirs of Sherrod Dunman Survey, Abstract No. 329
John Chronister Survey, Abstract No. 248
Grayson County, Texas

OWNER / DEVELOPER
TEXAS INSTRUMENTS INCORPORATED
Contact: Michael Wade
6412 U.S. Highway 75
Sherman, Texas 75090
m–wade@ti.com
214–567–3185

SURVEYOR
RINGLEY & ASSOCIATES, INC.
Contact: Lawrence H. Ringley
701 S. Tennessee Street
McKinney, Texas 75069
LHR@Ringley.com
972–542–1266

RINGLEY & ASSOCIATES, INC.
SURVEYING• MAPPING• PLANNING
Texas Firm Registration No. 10061300
701 S. Tennessee – McKinney, Texas 75069
(972) 542–1266

Date	Job	Title
06/20/2022	2022–015	2022–015–FP.DWG
Scale	Drawn by	Checked by / Sheet
1" = 100'	Mark Stasik	L. H. Ringley / 16 of 16

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

July 11, 2022

Texas Instruments, Inc.
Attn: Michael Wade
6412 US Hwy. 75
Sherman, TX 75090

Ringley & Associates, Inc.
Attn: Lawrence H. Ringley
701 S. Tennessee St.
McKinney, TX 75069

Dear Applicants,

The request for approval of the Final Plat of Texas Instruments Sherman Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, July 19, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
2. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*
3. The plat must depict and dedicate to the City in fee simple right-of-way (ROW) along Flanary Road to reflect the Grayson County/City of Sherman Thoroughfare Plan, as shown in the City's thoroughfare plan. Coordinate with City of Sherman Engineering Department for exact ROW metes and bounds to be included on plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
4. Dedicate a 15' Utility Easement along the dedicated Right of Way along Shepherd Drive. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
5. Flood fringe is not shaded graphically as it is noted on plat. Correct appropriately.
6. 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, Exhibit A, Sec. 12(I)*
7. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*

8. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
9. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
10. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board 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 Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 16.

Meeting Date: 07/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman	
David Downtain, Vice Chairman	Paul Manley, Commissioner
Shawn Davis, Commissioner	Glenn Whitaker, Commissioner
Leigh Ann Sims, Commissioner	Bryan Blagg, Commissioner

Requested Action/Proposed Use:

* **501 WEST SHEPHERD DRIVE**

The request of Texas Instruments Incorporated (Owner), Patrick Braun, Pacheco Koch (Representative) and Ringley & Associates, Inc (Surveyor) concerning the property located at 501 West Shepherd Drive, being 559.333 acres in the M.G. Felers Survey, Abstract 427, the C.S. Dale Survey, Abstract No. 356, The William Martin Survey, Abstract 765, the Heirs of Sherrod Dunman Survey, Abstract No. 329, the John Chronister Survey, Abstract No. 248 and the James A. Foster Survey, Abstract No. 418, as follows:
Planning and Zoning Commission

A. Final Plat of Texas Instruments Sherman Addition.
B. Site Plan approval Texas Instruments Sherman Addition

Background:

The property is located at 501 West Shepherd Drive between Farmington Road and Highway 75 and is zoned M-1.5 (Medium Manufacturing) District /O-1 (75 & 82) Overlay District. The owner would like to plat the property into one lot for commercial development. The owner is also requesting Site Plan approval for Texas Instruments Sherman Addition.

Adjacent Zoning:

R-1 (One-Family Residential) District
M-1.5 (Medium Manufacturing) District
PD (Planned Development)

Origination:

Texas Instruments Incorporated (Owner)
Patrick Braun, Pacheco Koch (Representative)
Ringley & Associates, Inc (Surveyor)

Master Plan Designation:

Business Park and Research – Business Park designation allows for compatibility with the use of the roadway and rail system for frequent truck and rail traffic. Industrial and office uses are the most appropriate and compatible land uses adjacent to a truck route and the state road and/or rail system. Typical tenants of a business park and research center include light industrial manufacturing, wholesaling, warehouse facilities, light assembly plants, research and development firms and distribution centers.

Number of notices mailed:

Not Required.

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Final Plat
Site Plan
Elevations
Landscape Plan
Staff Review Letter
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 11.**

Meeting Date: 08/15/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Replat of Lot 2 of Independence Square Addition, Section 3, being 8.93 acres in the J.B. McAnair Survey, Abstract No. 763, and being all of Lot 2 of the Replat of Lot 3, Block 2, Independence Square Addition, Section 3; Russell Spears, Post Oak Liquidating Trust, Owners; Brad Tidwell, Oak View Capital Partners, Developer; and Underwood Surveying, Surveyor (2100 - 2200 Blocks North Travis Street)

Issue:

To consider Replat of Lot 2 of Independence Square Addition, Section 3, being 8.93 acres in the J.B. McAnair Survey, Abstract No. 763, and being all of Lot 2 of the Replat of Lot 3, Block 2, Independence Square Addition, Section 3; Russell Spears, Post Oak Liquidating Trust, Owners; Brad Tidwell, Oak View Capital Partners, Developer; and Underwood Surveying, Surveyor (2100 - 2200 Blocks North Travis Street)

Background:

The property is located in the 2100 - 2200 Blocks North Travis Street between East Taylor Street and East Lamberth Road and is zoned C-1 (Retail Business) District/O-1 (75 & 82) Overlay District. The owner would like to plat the property into two lots for commercial development.

The following has been approved for this location:

- May 17, 2022 - Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a mini-warehouse (Self Storage) in a C-1 (Retail Business) District/ O-1 (75 & 82) Overlay District.
- May 17, 2022 - Variance under Ordinance No. 2280, Section 6.6, Subsection (6)(b) to allow 0.83 square feet Floor Area Ratio (FAR) in lieu of the required 0.5 square feet in a C-1 (Retail Business) District/ O-1 (75 & 82) Overlay District.
- May 17, 2022 - Variance under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow 21 parking spaces in lieu of the required 102 parking spaces for a mini-warehouse in a C-1 (Retail Business) District/ O-1 (75 & 82) Overlay District.

Origination:

Russell Spears, Post Oak Liquidating Trust (Owners)
Brad Tidwell, Oak View Capital Partners (Developer)
Underwood Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the July 19, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Replat
Staff Review Letter
P&Z Communication

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dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

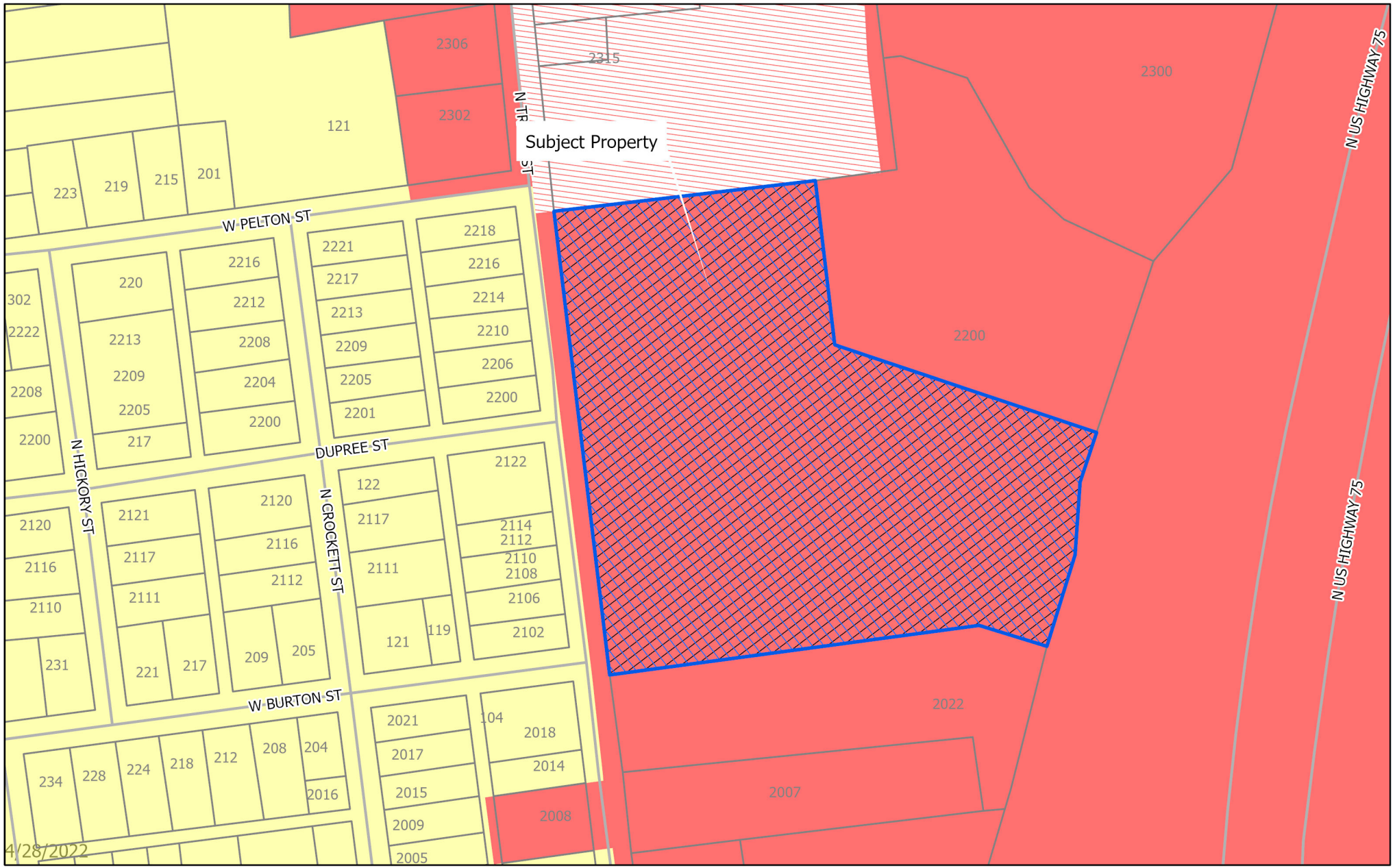
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Location Map
(2100-2200 N Travis St)

N
W E
S

Date: 4/28/2022 10:07 AM

Scale: 1:2,887



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Subject Locations
- Parcels

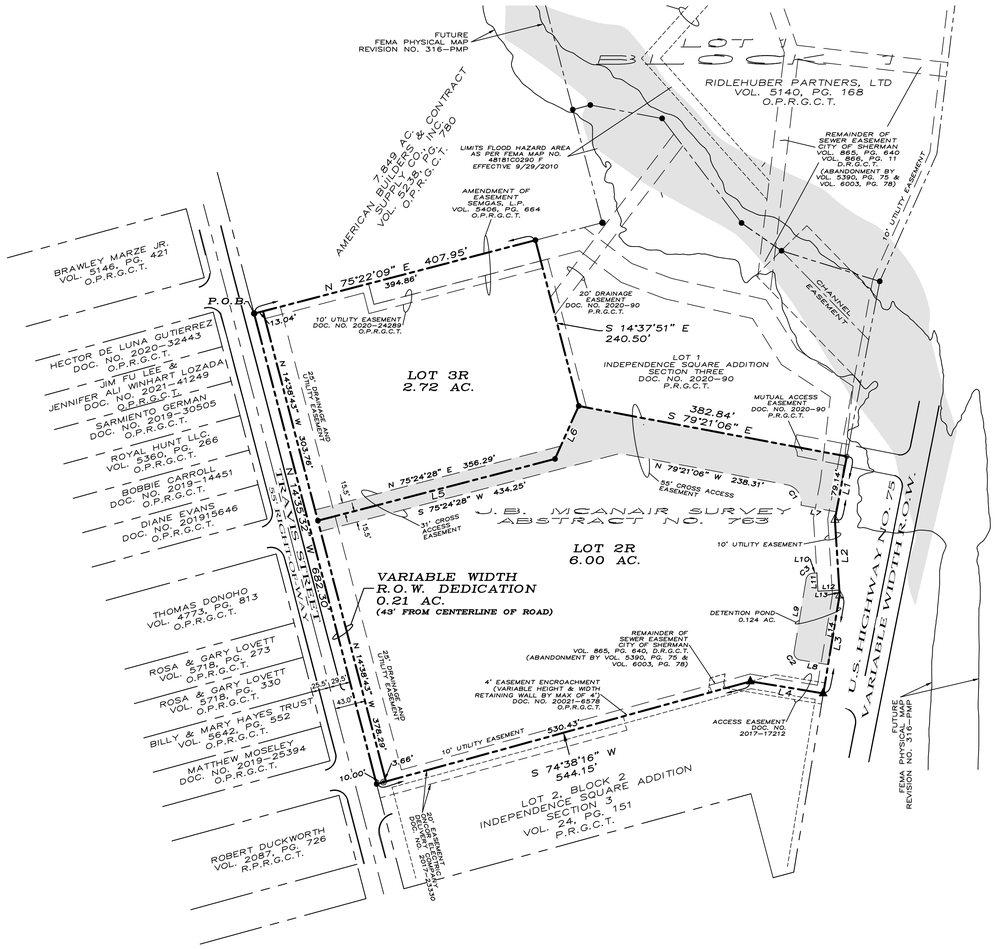
CITY OF SHERMAN
Zoning Location Map
(2100-2200 N Travis St)

N
W E
S

Scale: 1:2,306

Date: 4/28/2022 10:07 AM

JOB NO. 22060687



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 10°38'54" W	90.14'
L2	S 03°35'55" E	106.29'
L3	S 09°25'10" W	139.85'
L4	N 80°34'50" W	103.58'
L5	N 75°24'28" E	143.69'
L6	N 24°05'54" E	81.40'
L7	N 79°21'05" W	50.50'
L8	N 80°34'53" W	40.00'
L9	N 09°25'07" E	103.35'
L10	N 86°24'06" E	6.74'
L11	S 03°35'54" E	25.63'
L12	N 87°00'54" E	30.00'
L13	S 03°25'07" E	7.15'
L14	S 09°25'06" W	98.89'

CURVE TABLE						
CURVE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA ANGLE
C1	24.50'	38.48'	N 14°21'05" W	34.65'	90°00'00"
C2	10.00'	15.71'	N 35°34'53" W	14.14'	90°00'00"
C3	10.00'	13.44'	N 47°54'37" E	12.45'	76°58'59"

LEGEND
- ● 1/2" STEEL ROD SET
- ◎ 1/2" STEEL ROD FOUND
- ○ "x" IN CONCRETE SET
- ▲ "x" CUT IN CONCRETE
- △ CONCRETE MONUMENT FOUND
- BOUNDARY LINE
- PROPERTY LINE
- EASEMENT LINE

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

REPLAT OF LOT 2 OF INDEPENDENCE SQUARE ADDITION, SECTION 3

Being all of Lot 2 of the Replat of Lot 3, Block 2
Independence Square Addition, Section 3
J.B. Survey, Abstract Number 763
Being in the City of Sherman, Grayson County, Texas.
Containing 8.93 acres of land

06-20-22

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

OWNERS/DEVELOPER
POST OAK LIQUIDATING TRUST
4808 PARK VISTA BOULEVARD
SHERMAN, TX 75090
CONTACT: RUSSELL SPEARS

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

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

SHEET 1 OF 2

JOB NO. 22060687

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of J.B. McAnair Survey, Abstract No. 763, and being all of Lot 2 of the Replat of Lot 3, Block 2, Independence Square Addition, Section 3, according to the plat thereof recorded in Doc. No. 2020-90, Plat Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod set for the northwest corner of said Lot 2, common to the southwest corner of a called 7.849 acre tract of land described in the deed to American Builders & Contract Supply Co., Inc., recorded in Volume 5238, Page 780, Official Public Records, Grayson County, Texas, and on the easterly right-of-way line of Travis Street;

Thence North 75°22'09" East, with a northerly line of said Lot 2, and with the southerly line of said 7.849 acre tract, a distance of 407.90 feet to a 1/2" steel rod set for the northern-most northeast corner of said Lot 2, common to the western-most northwest corner of Lot 1 of aforesaid Replat of Lot 3, Block 2, Independence Square Addition, Section 3;

Thence South 14°37'51" East, with an easterly line of said Lot 2, and with a westerly line of said Lot 1, a distance of 240.50 feet to a set 1/2" steel rod;

Thence South 79°21'06" East, with a northerly line of said Lot 2, and with the southerly line of said Lot 1, a distance of 382.80 feet to an "X" in concrete set for the eastern-most northeast corner of said Lot 2, common to the southeast corner of said Lot 1, and on the westerly right-of-way line of U.S. Highway No. 75;

Thence with an easterly line of said Lot 2, and with the westerly line of said U.S. Highway No. 75, the following 3 courses:

1. South 10°40'31" West, a distance of 90.14 feet to a found concrete monuemnt;
2. South 03°35'55" East, a distance of 106.29 feet to a found concrete monument;
3. South 09°25'10" West, a distance of 139.85 feet to an "X" cut in concrete found for the southeast corner of said Lot 2, common to the northeast corner of Lot 2, Block 2, Independence Square Addition, Section 3, according to the plat thereof recorded in Volume 24, Page 151, said Plat Records;

Thence North 80°34'50" West, with the southerly line of said Lot 2, a distance of 103.58 feet to a found "X" cut in concrete;

Thence South 74°38'16" West, continuing with the southerly line of said Lot 2, passing en route at a distance of 534.09 feet a 1/2" steel rod found, and continuing on said course a total distance of 544.10 feet to a 1/2" steel rod set for the southwest corner of said Lot 2, and on the easterly right-of-way line of aforesaid Travis Street;

Thence North 14°35'32" West, with the westerly line of said Lot 2, and with the easterly right-of-way line of said Travis Street, a distance of 682.23 feet to the Point of Beginning and containing 8.93 acres (388,773 square feet) of land, more or less.....

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, REPLAT OF LOT 2 OF INDEPENDENCE SQUARE ADDITION, SECTION 3, an addition to the City of Sherman, Texas, was submitted to the City Council on the ___day of _____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements, and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this_____day of _____ , 2022.

_____
Clerk, City of Sherman, Texas

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 Date
Registered Professional
Land Surveyor, No. 4709

ACCEPTANCE

Approved this _____ day of _____ 2022, by the City Planning Commission to the City of Sherman, Texas.

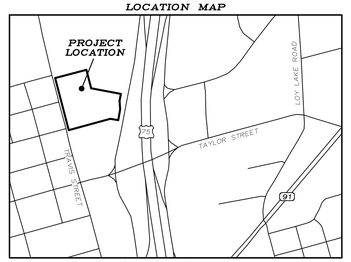
_____ _____
Chairman Secretary

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman

_____ _____
Mayor, City of Sherman, Texas Date

LOCATION MAP



(NOT TO SCALE)

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT I, POST OAK LIQUIDATING TRUST, do hereby adopt this plat designating the hereinabove property as the REPLAT OF LOT 2 OF INDEPENDENCE SQUARE ADDITION, SECTION 3, 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_____day of _____, 2022.

_____
RUSSELL SPEARS
POST OAK LIQUIDATING TRUST

STATE OF TEXAS
COUNTY OF GRAYSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this___day of_____, 2022.

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

~ 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 lie within a Federal Emergency Management Agency (FEMA) designated flood plain as shown by Firm Map No. 48181C0290F, effective date September 29, 2010.

REPLAT OF LOT 2 OF INDEPENDENCE SQUARE ADDITION, SECTION 3

Being all of Lot 2 of the Replat of Lot 3, Block 2
Independence Square Addition, Section 3
J.B. Survey, Abstract Number 763
Being in the City of Sherman, Grayson County, Texas.
Containing 8.93 acres of land

06-20-22

OWNERS/DEVELOPER
POST OAK LIQUIDATING TRUST
4808 PARK VISTA BOULEVARD
SHERMAN, TX 75090
CONTACT: RUSSELL SPEARS

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

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

SHEET 2 OF 2

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

July 11, 2022

Post Oak Liquidating Trust
Attn: Russell Spears
4808 Park Vista Blvd.
Sherman, TX 75090

Underwood Drafting & Surveying
3404 Interurban Road
Denison, TX 75021

Dear Applicants,

The request for approval of the Replat of Lot 2 of Independence Square Addition, Section 3 Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, July 19, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
2. Detention Pond in Southeast portion of subject property to be labeled as a "Private Drainage Easement."
3. Metes and bounds do not match drawing. Correct appropriately. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
4. Add Avigation Release to plat. Coordinate with Engineering Department for language. *Code of Ordinances Chapter 14, Article 14.02*
5. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed Lot 3R. Sewer capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
6. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
7. Three Party Agreement required for Public Infrastructure.
8. Verify fire requirements and code compliance with Fire Marshal. *Code of Ordinances Chapter 3.02(c)*
9. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.

10. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
11. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board 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 Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 19.

Meeting Date: 07/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman	
David Downtain, Vice Chairman	Paul Manley, Commissioner
Shawn Davis, Commissioner	Glenn Whitaker, Commissioner
Leigh Ann Sims, Commissioner	Bryan Blagg, Commissioner

Requested Action/Proposed Use:

* **2100 - 2200 BLOCKS NORTH TRAVIS STREET**

The request of Russell Spears, Post Oak Liquidating Trust (Owners), Brad Tidwell, Oak View Capital Partners (Developer) and Underwood Surveying (Surveyor) concerning the property located in the 2100 - 2200 Blocks North Travis Street, being 8.93 acres in the J.B. McAnair Survey, Abstract No. 763, and being all of Lot 2 of the Replat of Lot 3, Block 2, Independence Square Addition, Section 3, as follows:

Planning and Zoning Commission

Replat of Lot 2 of Independence Square Addition, Section 3

Background:

The property is located in the 2100 - 2200 Blocks North Travis Street between East Taylor Street and East Lamberth Road and is zoned C-1 (Retail Business) District/O-1 (75 & 82) Overlay District. The owner would like to plat the property into two lots for commercial development.

The following has been approved for this location:

- May 17, 2022 - Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a mini-warehouse (Self Storage) in a C-1 (Retail Business) District/ O-1 (75 & 82) Overlay District.
- May 17, 2022 - Variance under Ordinance No. 2280, Section 6.6, Subsection (6)(b) to allow 0.83 square feet Floor Area Ratio (FAR) in lieu of the required 0.5 square feet in a C-1 (Retail Business) District/ O-1 (75 & 82) Overlay District.
- May 17, 2022 - Variance under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow 21 parking spaces in lieu of the required 102 parking spaces for a mini-warehouse in a C-1 (Retail Business) District/ O-1 (75 & 82) Overlay District.

Adjacent Zoning:

R-1 (One-Family Residential) District
C-1 (Retail Business) District
C-2 (General Commercial) District

Origination:

Russell Spears, Post Oak Liquidating Trust (Owners)
Brad Tidwell, Oak View Capital Partners (Developer)
Underwood Surveying (Surveyor)

Master Plan Designation:

Estate – Estate is a large lot residential use (1-5 acres) with open space and a rural street network (ditches and no sidewalk). These homes are unlikely to have access to full service public utilities, especially sewer service.

Number of notices mailed:

Not Required.

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Replat
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 12.**

Meeting Date: 08/15/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Replat Approval of King Street Addition, being part of the G.B. Pilant Survey, Abstract No. 963 and being all of Lot 5 and the North 25 ft. of Lot 6, C.L. Stowes Addition, consisting of 0.321 acres; Timber Realty Management LLC, Owner and Helvey-Wagner Surveying Inc., Surveyor (602 South Charles Street)

Issue:

To consider Replat Approval of King Street Addition, being part of the G.B. Pilant Survey, Abstract No. 963 and being all of Lot 5 and the North 25 ft. of Lot 6, C.L. Stowes Addition, consisting of 0.321 acres; Timber Realty Management LLC, Owner and Helvey-Wagner Surveying Inc., Surveyor (602 South Charles Street)

Background:

The property is located at 602 South Charles Street, the southwest corner of East King and South Charles Streets and is zoned R-1 (One-Family Residential) District. The owner would like to plat the property into one lot for residential development.

Origination:

Timber Realty Management LLC (Owner)
Helvey-Wagner Surveying Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

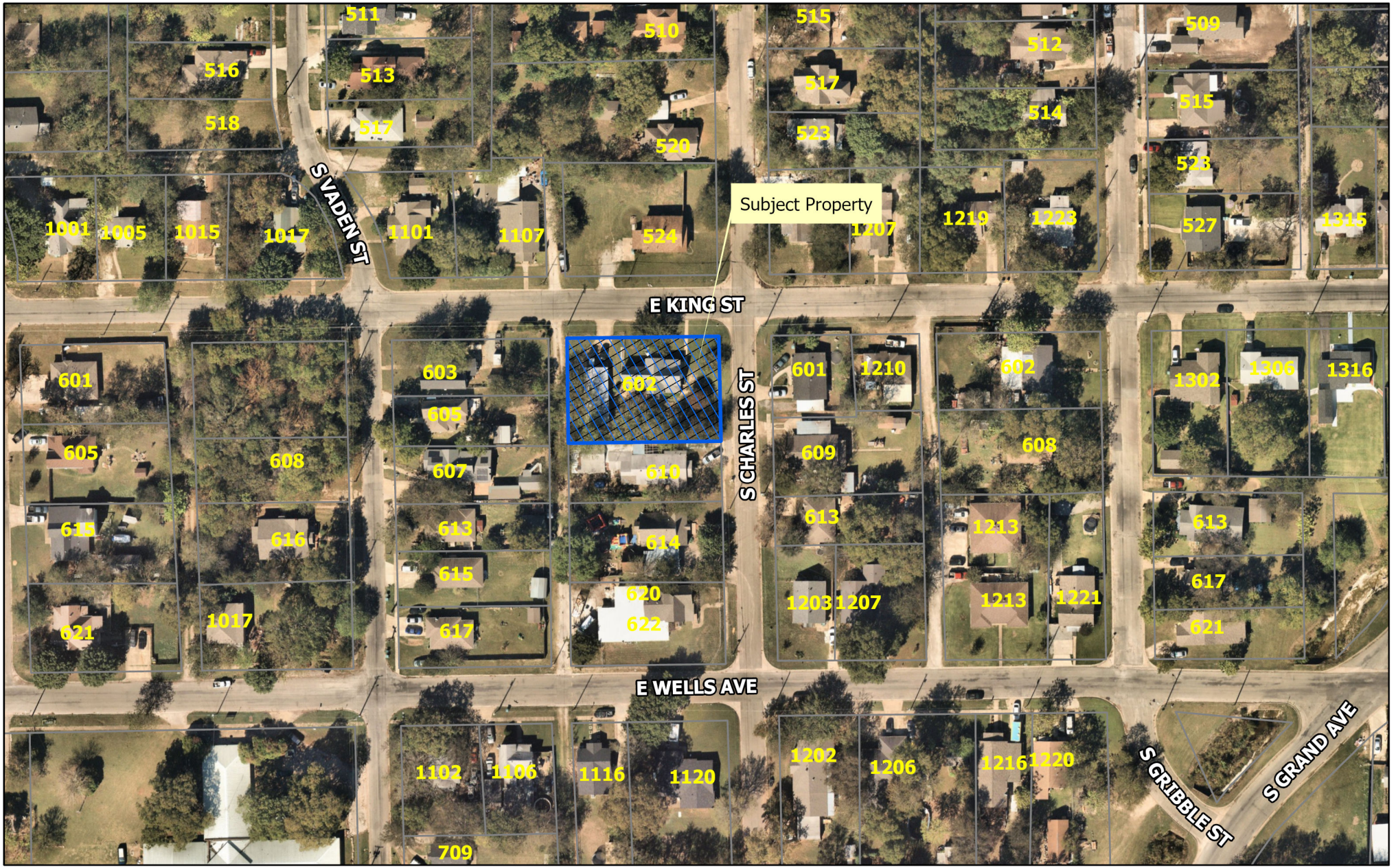
At the July 19, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter
P&Z Communication



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Sherman
CLASSIC TOWN. BROAD HORIZON.

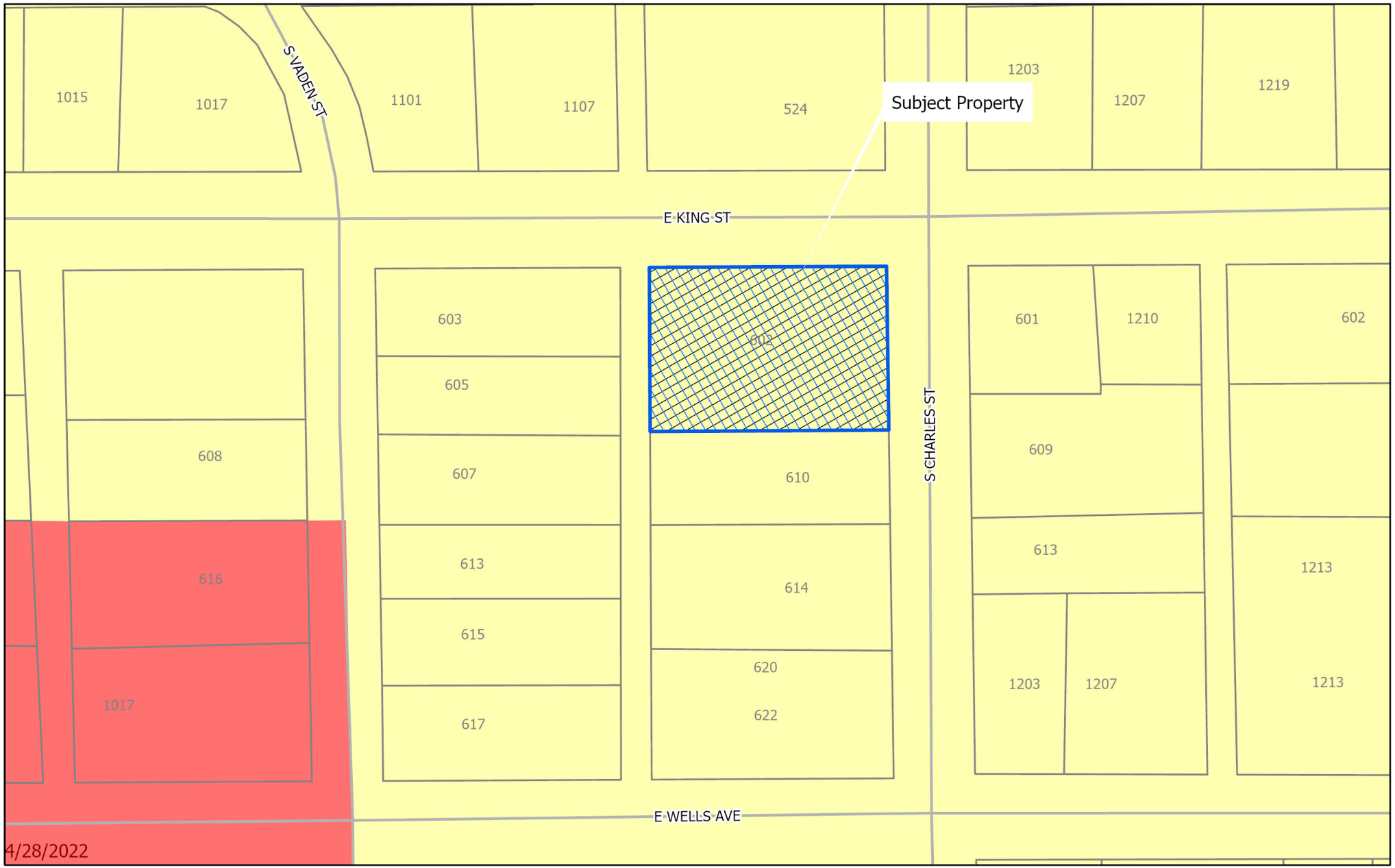
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Location Map
(602 S Charles St)

N
W E
S

Date: 4/28/2022 2:07 PM

Scale: 1:1,479



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Subject Locations
- Parcels

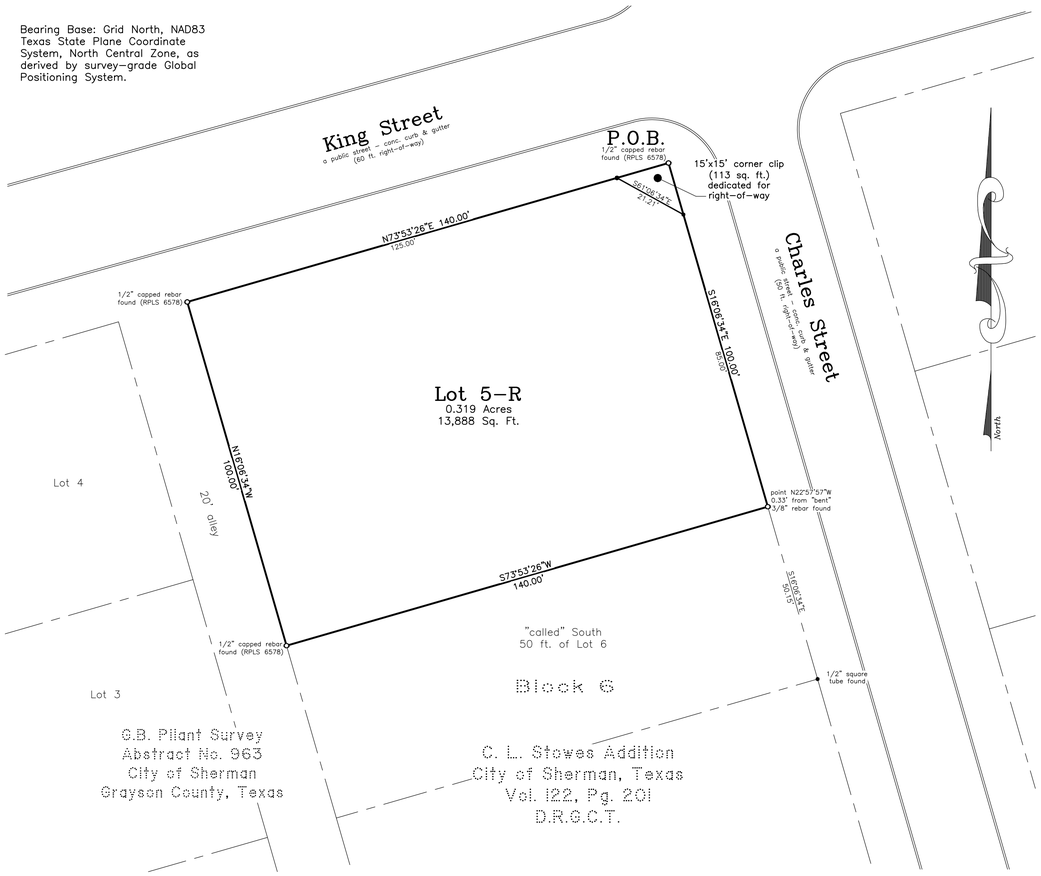
CITY OF SHERMAN
Zoning Location Map
(602 S Charles St)

N W E S

Scale: 1:944

Date: 4/28/2022 2:07 PM

602 S CHARLES



King Street Addition

(being a Replat of Lot 5 and the North 25 ft. of Lot 6, Block 6, C. L. Stowes Addition) to the City of Sherman, Texas

0.321 Acres

in the

G.B. Pilant Survey Abstract No. 963

General Notes:

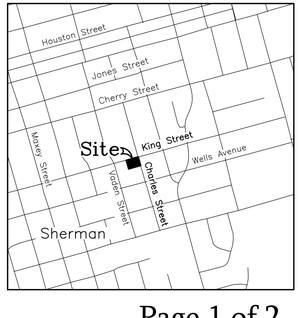
1. Water Supply to be provided by City of Sherman.
2. Sewer service to be provided by City of Sherman.
3. Electrical service is provided by Oncor Electric Delivery Co.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
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 for the control of erosion.
7. The property shown on the plat hereon lies within a Zone "X" (areas determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0290 F, Revised Date: September 29, 2010.
8. 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.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

Job No. CGS390622

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owner:
Timber Realty Management, LLC-
602 Charles
5700 Granite Pkwy. Suite 200
Plano, Texas 75024

Vicinity Map
(not to scale)



X:\Shared Projects\Lot-5-and-North-25-ft-of-Lot-6-Block-6-C-L-Stowes-Addition\dwg\Replat.dwg 6/20/2022 1:53 PM

FIELD NOTES

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the G.B. Pilant Survey, Abstract No. 963, and being all of Lot 5 and the North 25 ft. of Lot 6, Block 6, C. L. Stowes Addition to the City of Sherman, Texas, as per plat of record in Volume 122, Page 201, Deed Records Grayson County, Texas, and being the same tract of land conveyed by Warranty Deed with Vendor's Lien from Ruth Hamilton Morgan to Timber Realty Management, LLC-602 Charles on September 22, 2015, as recorded in Volume 5691, Page 235, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch capped rebar found (RPLS 6578), at the intersection of the West right-of-way line of Charles Street, a public street, with the South right-of-way line of King Street, a public street, being the Northeast corner of both said Lot 5 and the herein described tract;

THENCE South 16 deg. 06 min. 34 sec. East, with the West line of said Charles Street, a distance of 100.00 ft. to the Southeast corner of the herein described tract, from which point bears North 22 deg. 57 min. 57 sec. West, 0.33 ft. from "bent" 3/8 inch rebar found, FROM which a ½ inch square tube found at the Southeast corner of said Lot 6 bears South 16 deg. 06 min. 34 sec. East, 50.15 ft.;

THENCE South 73 deg. 53 min. 26 sec. West, over and across said Lot 6, a distance of 140.00 ft. to a 1/2 inch capped rebar found (RPLS 6578) lying in the East line of a platted 20 ft. alley and the West line of said Lot 6, being the Southwest corner of the herein described tract;

THENCE North 16 deg. 06 min. 34 sec. West, with the East line of said 20 ft. alley with the West lines of said Lots 5 & 6, a distance of 100.00 ft. to a 1/2 inch capped rebar found (RPLS 6578) lying in the South line of said King Street and being the Northwest corner of both said Lot 5 and the herein described tract;

THENCE North 73 deg. 53 min. 26 sec. East, with the South line of said King Street and the North line of said Lot 5, a distance of 140.00 ft. to the **PLACE OF BEGINNING** and containing **0.321 ACRES** of land.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Kate A. Wagner, 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 shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

_____
Kate A. Wagner, R. P. L. S. No. 6578 Date:

STATE OF TEXAS
REGISTERED
KATE A. WAGNER
6578
PROFESSIONAL
LAND SURVEYOR

I, Timber Realty Management, LLC-602 Charles, sole owner of King Street Addition to the City of Sherman, Texas, do hereby dedicate the streets, easements, alleys, rights-of-way, parks, school sites and other public places shown hereon to the public use forever.

_____
Amy VanDeLoo, Authorized Representative for Timber Realty Management, LLC-602 Charles

AVIGATION RELEASE

WHEREAS, Timber Realty Management, LLC-602 Charles, 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 King Street Addition Addition, 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 remiss 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 King Street Addition, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this _____ day of _____, 2022.

By:_____

By: Amy VanDeLoo, Authorized Representative for Timber Realty Management, LLC-602 Charles Owner

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared Amy VanDeLoo, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she 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 _____ day of _____, 2022.

_____
Notary Public, Grayson County, Texas

Sherman
CLASSIC TOWN. BROAD HORIZON.

This, the final plat of King Street Addition to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2022, by the Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

This, the final plat of King Street Addition to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2022, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____
MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing final plat of King Street Addition to the City of Sherman, Texas, was submitted to the City Council of Sherman, Texas, on the _____ day of _____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND THIS _____ DAY OF _____, 2022, BY _____
CITY CLERK, CITY OF SHERMAN, TEXAS

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owner:
Timber Realty Management, LLC-
602 Charles
5700 Granite Pkwy. Suite 200
Plano, Texas 75024

King Street Addition
(being a Replat of Lot 5 and the North 25 ft. of Lot 6, Block 6, C. L. Stowes Addition) to the City of Sherman, Texas
0.321 Acres
in the
G.B. Pilant Survey, Abstract No. 963

X:\Shared Projects\Lot-5-and-North-25-ft-of-Lot-6-Block-6-C-L-Stowes-Addition\dwg\Replat.dwg 6/20/2022 1:53 PM

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

July 11, 2022

Timber Realty Management, LLC-
602 Charles
5700 Granite Pkwy., Ste 200
Plano, TX 75024

Helvey-Wagner Surveying, Inc.
222 W. Main St.
Denison, TX 75020

Dear Applicants,

The request for approval of the Final Plat of King Street Addition has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, July 19, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Dedicate a 10' Utility Easement along King Street and Charles Street. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
2. Modify 10' Utility Easement on Northeast corner of proposed Lot 5-R to parallel new right of way created by corner clip.
3. Acreage on drawing does not match acreage in metes and bounds. Verify and correct appropriately. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
4. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
5. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
6. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*

7. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board 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 Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 23.

Meeting Date: 07/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

* **602 SOUTH CHARLES STREET**

The request of Timber Realty Management LLC (Owner) and Helvey-Wagner Surveying Inc. (Surveyor) concerning the property located at 602 South Charles Street, being part of the G.B. Pilant Survey, Abstract No. 963 and being all of Lot 5 and the North 25 ft. of Lot 6, C.L. Stowes Addition, consisting of 0.321 acres, as follows:

Planning and Zoning Commission

Replat approval of King Street Addition.

Background:

The property is located at 602 South Charles Street, the southwest corner of East King and South Charles Streets and is zoned R-1 (One-Family Residential) District. The owner would like to plat the property into one lot for residential development.

Adjacent Zoning:

R-1 (One-Family Residential) District

Origination:

Timber Realty Management LLC (Owner)
Helvey-Wagner Surveying Inc. (Surveyor)

Master Plan Designation:

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

55

Objections Received:
0

Development Review Meeting:
Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 13.**

Meeting Date: 08/15/2022
Prepared By: Rob Rae, Director of Development Services
Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Replat Approval of Lots 17 & 18, Block 1, Preston Club The Classics – Phase Three, being part of the J.M. Thomas Survey, Abstract No. 1234 and being all of Lots 17 and 18, Block 1, Preston Club The Classics-Phase Three, consisting of 0.798 acres; WUI Developments LLC, Owner and Helvey-Wagner Surveying Inc., Surveyor (252 and 268 Roberts Run)

Issue:

To consider Replat Approval of Lots 17 & 18, Block 1, Preston Club The Classics – Phase Three, being part of the J.M. Thomas Survey, Abstract No. 1234 and being all of Lots 17 and 18, Block 1, Preston Club The Classics-Phase Three, consisting of 0.798 acres; WUI Developments LLC, Owner and Helvey-Wagner Surveying Inc., Surveyor (252 and 268 Roberts Run)

Background:

The property is located at 252 and 268 Roberts Run between Preston Club Drive and North Highway 289 and is zoned R-1 (One-Family Residential) District. The owner would like to plat the property into one lot for residential development and dedicate 0.152 acres of the property for right-of-way purposes.

Origination:

WUI Developments LLC (Owner)
Helvey-Wagner Surveying Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

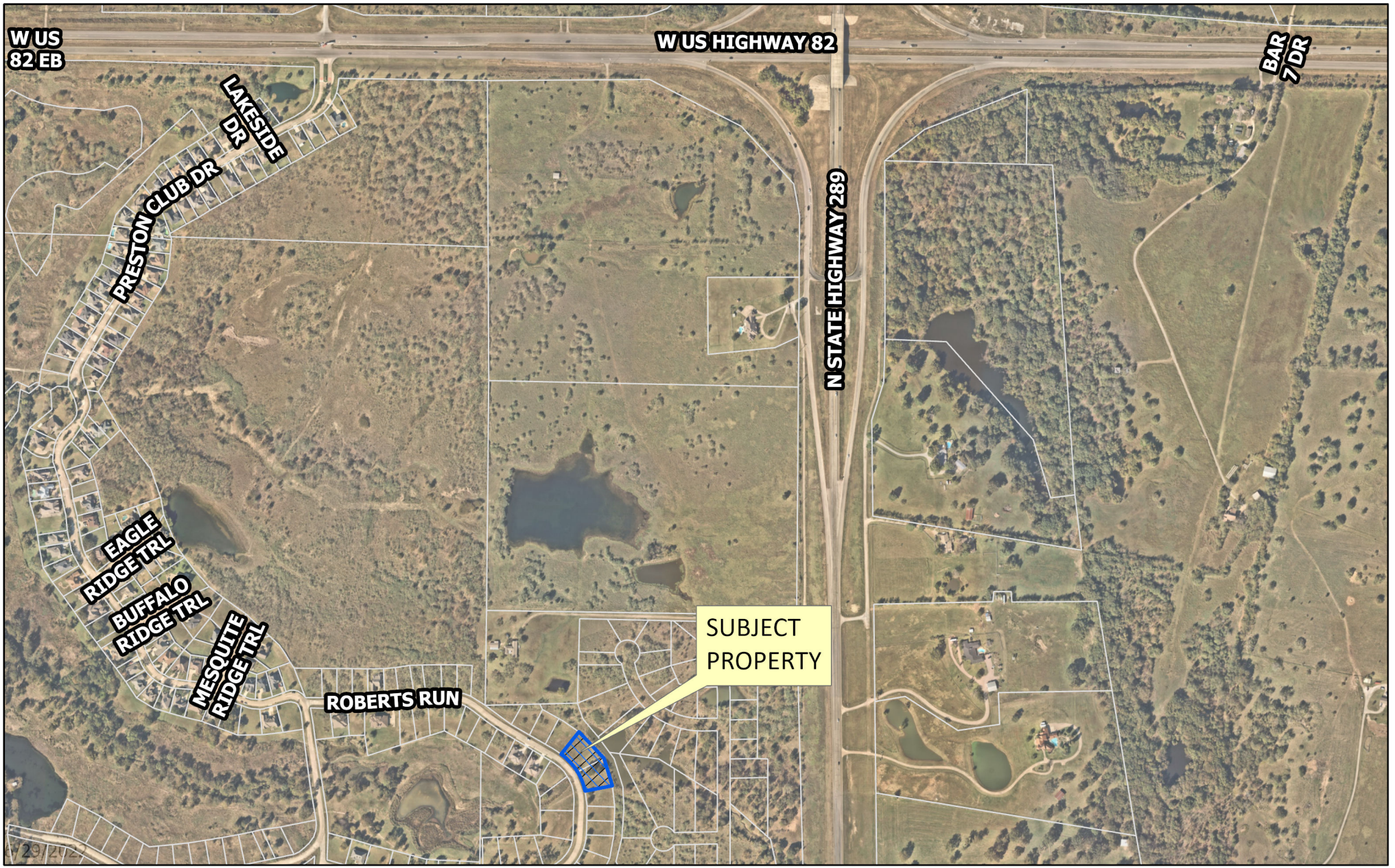
At the July 19, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter
P&Z Communication



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Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
(252 & 268 Roberts Run)

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Date: 6/29/2022 11:27 AM

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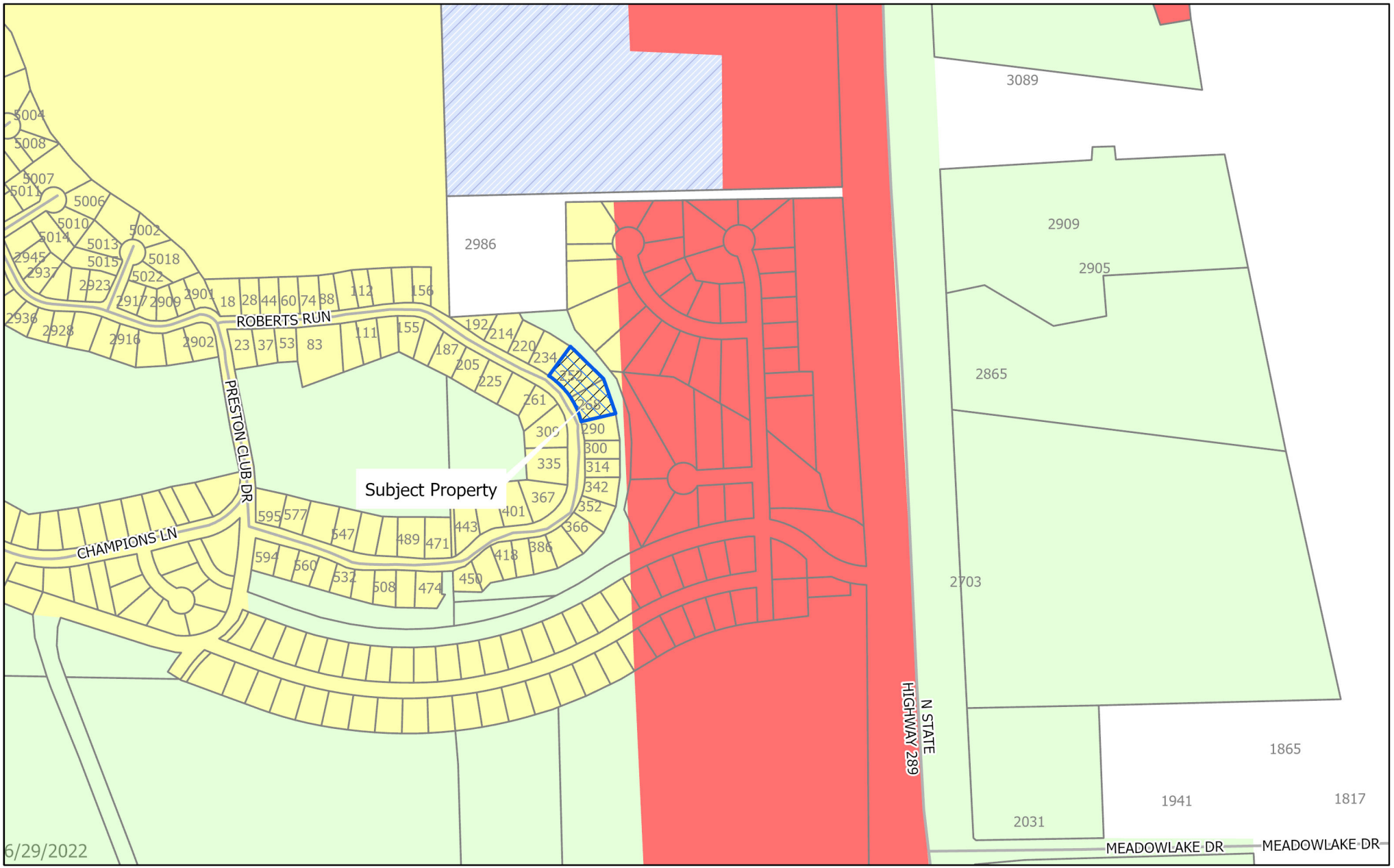

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Subject Locations
- Parcels

CITY OF SHERMAN
Zoning Location Map
(252 & 268 Roberts Run)

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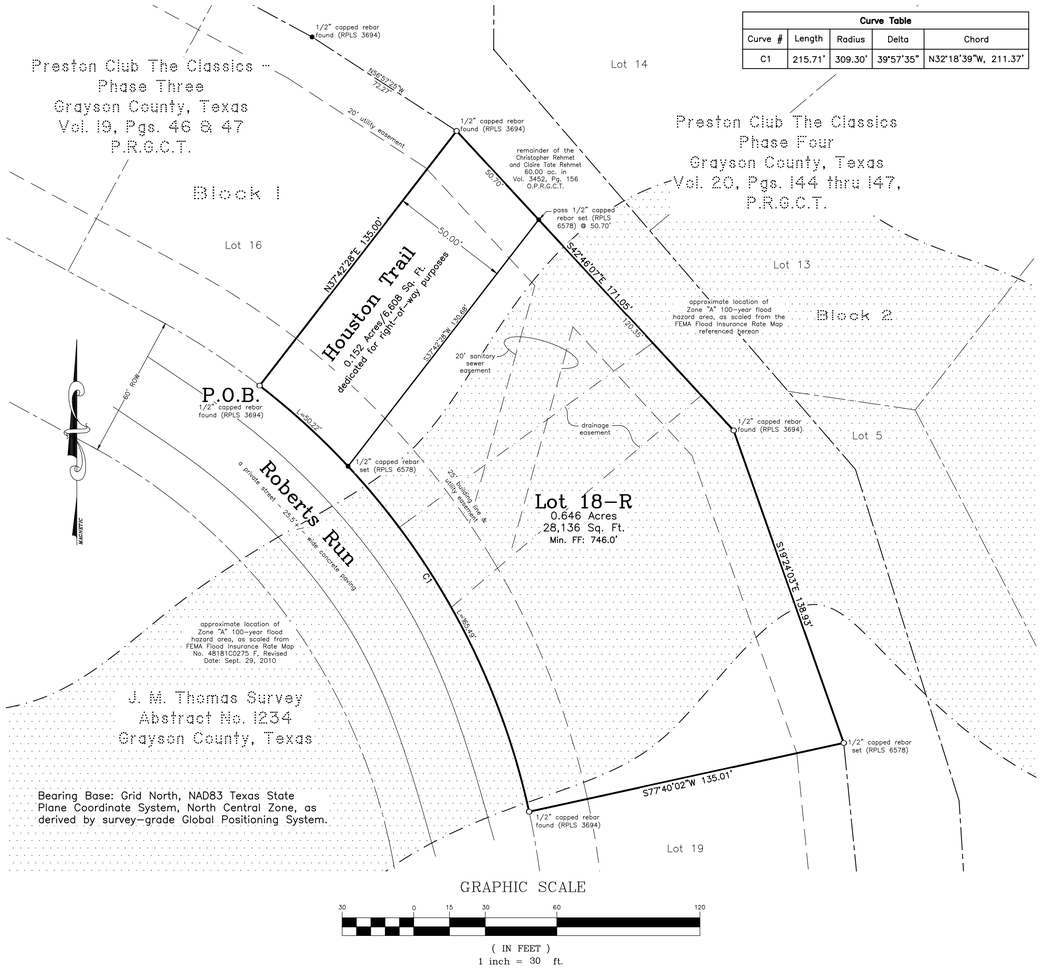
Scale: 1:6,005

Date: 6/29/2022 3:35 PM

252 & 268 Roberts Run



Curve Table				
Curve #	Length	Radius	Delta	Chord
C1	215.71'	309.30'	39°57'35"	N32°18'39"W, 211.37'

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)

1 inch = 30 ft.

Replat of Lots 17 & 18, Block 1, Preston Club The Classics - Phase Three

to the

City of Sherman, Texas

0.798 Acres

in the

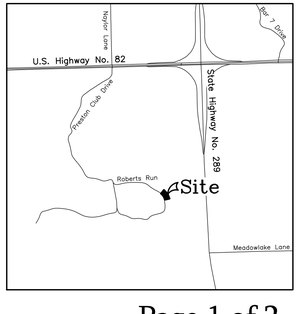
J. M. Thomas Survey Abstract No. 1234

General Notes:

1. Water Supply to be provided by City of Sherman.
2. Sewer service to be provided by City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery Co.
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 for the control of erosion.
7. A portion of the property shown on the plat hereon lies within a Zone "A" 100-Year Flood Hazard Area Designation, as scaled from the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0275 F, Revised Date: September 29, 2010.
8. 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.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

Vicinity Map

(not to scale)



Job No. CGS490622

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owner:
WUI Development, LLC
2902 U.S. Highway 75
Sherman, Texas 75090

X:\Shared Projects\252-Roberts-Run-Sherman\Civil 3D\Plat.dwg 6/22/2022 1:30 PM

FIELD NOTES

SITUATED in the County of Grayson, State of Texas, and being a part of the J.M. Thomas Survey, Abstract No. 1234 and being all of Lots 17 and 18, Block 1, Preston Club The Classics–Phase Three to Grayson County, Texas as per plat of record in Volume 19, Pages 46 and 47, Plat Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to–wit:

BEGINNING at a 1/2 inch capped rebar found (RPLS 3694) in the Northeast right–of–way line of Roberts Run, a concrete street, at the Southeast corner of Lot 16, said Block 1 and the Northwest corner of both said Lot 17 and the herein described tract;

THENCE North 37 deg. 42 min. 28 sec. East, with the Southeast line of said Lot 16 and the Northwest line of said Lot 17, a distance of 135.00 ft. to a 1/2 inch capped rebar found (RPLS 3694) at the Northeast corner of said Lot 16 and the Northwest corner of both said Lot 17 and the herein described tract;

THENCE South 42 deg. 46 min. 07 sec. East, with the Northeast line of said Lot 17, **PASSING** a 1/2 inch capped rebar set (RPLS 6578) at 50.70 ft. and continuing for a **TOTAL** distance of 171.05 ft. to a 1/2 inch capped rebar set (RPLS 6578) at the Southeast corner of said Lot 17 and the Northeast corner of said Lot 18, being an angle point of the herein described tract;

THENCE South 19 deg. 24 min. 03 sec. East, with the East line of said Lot 18, a distance of 138.93 ft. to a 1/2 inch capped rebar set (RPLS 6578) at the Northeast corner of Lot 19, said Block 1 and the Southeast corner of both said Lot 18 and the herein described tract;

THENCE South 77 deg. 40 min. 02 sec. West, with the North line of said Lot 19 and the South line of said Lot 18, a distance of 135.01 ft. to a 1/2 inch capped rebar found (RPLS 3694) in the East line of said Roberts Run, at the Northwest corner of said Lot 19 and the Southwest corner of both said Lot 18 and the herein described tract;

THENCE Northwesterly, with the Northeast line of said Roberts Run and the Westerly lines of said Lot 17 and 18, with a curve to the left, having a radius of 309.30 ft., a central angle of39 deg. 57 min. 35. sec. (Chord bears: North 32 deg. 18 min. 39 sec. West, 211.37 ft.) and an arc length of 215.71 ft. to the **PLACE OF BEGINNING** and containing **0.798 ACRES** of land.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Kate A. Wagner, 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 shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

_____

Kate A. Wagner, R. P. L. S. No. 6578 Date:

STATE OF TEXAS – REGISTERED – KATE A. WAGNER – 6578 – PROFESSIONAL LAND SURVEYOR

I, WUI Development, LLC, sole owner of Replat of Lots 17 & 18, Block 1, Preston Club The Classics – Phase Three, to the City of Sherman, Texas do hereby dedicate the streets, easements, alleys, rights–of–way, parks, school sites and other public places shown hereon to the public use forever.

_____

Christopher Rehmet, Authorized Representative for WUI Development, LLC

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared Christopher Rehmet, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2022.

_____

Notary Public, Grayson County, Texas

Sherman
CLASSIC TOWN. BROAD HORIZON.

This, the final plat of Replat of Lots 17 & 18, Block 1, Preston Club The Classics – Phase Three, to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2022, by the Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____ _____

Chairman Secretary

This, the final plat of Replat of Lots 17 & 18, Block 1, Preston Club The Classics – Phase Three, to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2022, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____

MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing final plat of Replat of Lots 17 & 18, Block 1, Preston Club The Classics – Phase Three, to the City of Sherman, Texas, was submitted to the City Council of Sherman, Texas, on the _____ day of _____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND THIS _____ DAY OF _____, 2022, BY _____

CITY CLERK, CITY OF SHERMAN, TEXAS

Replat of Lots 17 & 18, Block 1, Preston Club The Classics - Phase Three

to the

City of Sherman, Texas

0.798 Acres

in the

J. M. Thomas Survey Abstract No. 1234

Job No. CGS490622

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owner:
WUI Development, LLC
2902 U.S. Highway 75
Sherman, Texas 75090

X:\Shared Projects\252-Roberts-Run-Sherman\Civil 3D\Plat.dwg 6/22/2022 1:30 PM

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

July 11, 2022

WUI Development, LLC
2902 US Hwy. 75
Sherman, TX 75090

Helvey-Wagner Surveying, Inc.
222 W. Main St.
Denison, TX 75020

Dear Applicants,

The request for approval of the Replat of Lots 17 & 18, Block 1, Preston Club The Classics, Phase Three has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, July 19, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Dedicate a 10' Utility Easement along Houston Trail. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
2. Statement acknowledging allowance to access Houston Trail off of Roberts Run on behalf of HOA to be shown on plat.
3. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*
4. RPLS Numbers on ½" capped rebar set on drawing does not match metes and bounds. Correct appropriately. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
5. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
6. Three Party Agreement required for Public Infrastructure.
7. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
8. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*

9. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board 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 Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 25.

Meeting Date: 07/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

* **252 AND 268 ROBERTS RUN**

The request of WUI Developments LLC (Owner) and Helvey-Wagner Surveying Inc. (Surveyor) concerning the property located at 252 and 268 Roberts Run, being part of the J.M. Thomas Survery, Abstract No. 1234 and being all of Lots 17 and 18, Block 1, Preston Club The Classics-Phase Three, consisting of 0.798 acres, as follows:

Planning and Zoning Commission

Replat approval of Lots 17 & 18, Block 1, Preston Club The Classics – Phase Three.

Background:

The property is located at 252 and 268 Roberts Run between Preston Club Drive and North Highway 289 and is zoned R-1 (One-Family Residential) District. The owner would like to plat the property into one lot for residential development and dedicate 0.152 acres of the property for right-of-way purposes.

Adjacent Zoning:

R-1 (One-Family Residential) District

Origination:

WUI Developments LLC (Owner)
Helvey-Wagner Surveying Inc. (Surveyor)

Master Plan Designation:

Not included in Master Plan

Number of notices mailed:

29

Objections Received:

0

Development Review Meeting:
No

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting

Meeting Date: 08/15/2022

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2022 Council Calendar

2022
Council Calendar

January

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
12	13	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
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27	28	29	30	31		

April

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17	18	19	20	21	22	23
24	25	26	27	28	29	30

May

Su	Mo	Tu	We	Th	Fr	Sa
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	7	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July

Su	Mo	Tu	We	Th	Fr	Sa
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October

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2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	City Council Called Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

CALLED MEETINGS	
1/18/20222	Rescheduled - Martin Luther King, Jr. Day
2/9/2022	CIP-Public Works Planning Session
2/23/2022	Joint Meeting - Legal Training (Canceled-Bad Weather)
3/23/2022	Joint Meeting - Legal Training
4/19/2022	Budget Planning Meeting
5/26/2022	Capital Improvement Program Work Session
6/7/20222	Budget Workshop - Day 1
6/16/2022	Special Called Meeting
7/5/2022	Rescheduled - Independence Day
9/6/2022	Resheduled - Labor Day
9/13/2022	Joint Meeting - SEDCO Board