

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
TUESDAY, JANUARY 2, 2024
5:00 PM**

- A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER HENRY MARROQUIN**
- A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF DECEMBER 18, 2023.**

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.

Public Hearing

C.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6682

Abandoning One (1) Twenty-Foot (20') Wide Easement Located in the Plat of Teague Industrial Park, Unit No. 2, and Being More Particularly Described in the Exhibit "A" Attached Hereto and Made a Part Hereof for All Purposes, which Easement is Established in Volume 3, Page 14 of the Plat Records of Grayson County, Texas

Close Public Hearing and Consider Adoption of Ordinances

D.1. ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Number 6682.

Resolutions

E.1. RESOLUTION NO. 7240

Requesting Financial Assistance from the Texas Department of Transportation for Improvements at the Sherman Municipal Airport

E.2. RESOLUTION NO. 7241

Authorizing Execution of a Professional Services Agreement with Teague Nall and Perkins, Inc. for Design of the Heritage Ranch Public Improvements

Other Business

F.1. OTHER BUSINESS

Approval of the 2023 Ad Valorem Tax Roll Value and Tax Levy

COUNCIL COMMENTS

EXECUTIVE SESSION

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

H.1. TEX GOV'T CODE § 551.071

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

H.2. TEX. GOV'T CODE § 551.072

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

H.3. TEX. GOV'T CODE § 551.073

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

H.4. TEX. GOV'T CODE § 551.074

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

H.5. TEX. GOV'T CODE § 551.076

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

H.6. TEX. GOV'T CODE § 551.087

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

Greenway Planned Development

H.7. TEX. GOV'T CODE § 551.089

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

The Council reconvenes into General Session

COUNCIL CALENDAR

J.1. COUNCIL CALENDAR

2024 Council Calendar

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Friday, December 29, 2023, at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 29th day of December 2023. 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

David Plyler

Deputy Mayor

Shawn C. Teamann

Council Members

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

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

STATE OF TEXAS §
 December 18, 2023
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 December 18, 2023.

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

MEMBERS ABSENT: NONE.

CALL TO ORDER

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

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of December 4, 2023. Council Member Howeth moved to approve the Minutes, as presented; Second by Council Member Dobbs; All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

CITIZEN'S COMMENTS

There were no citizen's comments.

CITIZEN'S COMMENTS

CONSENT AGENDA

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

CONSENT AGENDA

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

RECOGNIZING MUNICIPAL COURT CLERK BAILEY SPOONEMORE'S ACCOMPLISHMENT IN OBTAINING HER LEVEL 3 MUNICIPAL COURT CLERK CERTIFICATE

Yolanda Kvaal, Municipal Court Supervisor, introduced Jennifer Bozorgnia, Director of Court Services for the City of Irving and Vice President of the Texas Court Clerks Association. Ms. Bozorgnia recognized Bailey Spoonemore, Municipal Court Clerk, who recently obtained her Level 3 Certification as a Municipal Court Clerk.

**RECOGNIZING
COURT CLERK**

Mayor Plyler introduced Ordinance No. 6676 and called for a public hearing:

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RELATING TO THE GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2024 (CITY OF SHERMAN PROJECT); AND APPROVING THE ISSUANCE

**ORD 6676
GTUA REVENUE
BONDS**

THEREOF AND THE FACILITIES TO BE CONSTRUCTED OR ACQUIRED BY SUCH AUTHORITY

Garry Kimball, President, Specialized Public Finance, Inc., briefed the City Council on last week's sale of Contract Revenue Bonds, relating to Greater Texoma Utility Authority projects at the Water Treatment Plant and the Wastewater Treatment Plant.

No other citizens appeared before the City Council to discuss Ordinance No. 6676.

Mayor Plyler introduced Ordinance No. 6677 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ISSUANCE OF "CITY OF SHERMAN, TEXAS, LIMITED TAX NOTES, SERIES 2024"; SPECIFYING THE TERMS AND FEATURES OF SUCH NOTES; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SUCH NOTES; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT AND PROVIDING AN EFFECTIVE DATE.

Mr. Kimball briefed the City Council on the sale of Limited Tax Notes, which will be used for fleet and equipment that is part of the 2024 Budget.

No other citizens appeared before the City Council to discuss Ordinance No. 6677.

ORD 6677
LIMITED TAX NOTES

Mayor Plyler introduced Ordinance No. 6678 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AN AUTOMOBILE SALES, NEW OR USED AND AUTOMOBILE REPAIR, BODY WORK, OR PAINTING WITH ASPHALT ADDITION IN A C-2 (RETAIL BUSINESS) DISTRICT/75 & 82 OVERLAY DISTRICT AND REPEAL ORDINANCE NO. 6613, LOCATED AT 2303 TEXOMA PARKWAY; CONSISTING OF 0.770 ACRES, BEING IN THE SMITH McGLOTHLIN SURVEY, ABSTRACT NO. 808, AND BEING A REMAINDER OF LOT 1 IN BLOCK 1 OF HIGHLAND PARK ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS LCA PROPERTIES, LLC (OWNER), TODD KOFSKY, SHERMAN MOTORS (REPRESENTATIVE) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Rob Rae, Director of Development Services, briefed the City Council on a proposed Specific Use Permit for automobile sales and repair at 2303 Texoma Parkway.

ORD 6678
SUP FOR AUTO
SALES, REPAIR
(2303 TEXOMA PKWY)
& REPEAL ORD 6613

The applicant was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6678.

Mayor Plyler introduced Ordinance No. 6679 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14 AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A SECONDHAND STORE OR RUMMAGE SHOP, ON A TRACT OF LAND ZONED C-1 (RETAIL BUSINESS) DISTRICT/CENTRAL BUSINESS DISTRICT OVERLAY LOCATED AT 125 NORTH TRAVIS STREET, BEING IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS LOS HERMONOS PARTNERSHIP (OWNER) AND LAURA AYERS, STILL CHARMING/HOUSE OF ELI (REPRESENTATIVE) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6679
SUP FOR
SECONDHAND STORE
(125 N. TRAVIS ST)

Mr. Rae briefed the City Council on a proposed Specific Use Permit for a secondhand store at 125 North Travis Street.

The applicant was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6679.

Mayor Plyler introduced Ordinance No. 6680 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 3 (BUILDING REGULATIONS) TO ESTABLISH ARTICLE 3.14 (REASONABLE ACCOMMODATIONS FOR RESIDENTIAL USES); PROVIDING FOR APPLICATION, DECISION AND APPEAL PROCEDURES FOR REASONABLE ACCOMMODATION REQUESTS BY PERSONS WITH DISABILITIES FOR RESIDENTIAL USES; PROVIDING FOR A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

ORD 6680
RESIDENTIAL
ACCOMMODATIONS
FOR DISABLED

Ryan Pittman, City Attorney briefed the City Council on Federal law, including the Fair Housing Act and the Americans with Disabilities Act, which imposes an obligation on local governments to make certain, reasonable accommodations in their rules, policies, and processes, relating to land uses and zoning decisions, when needed to provide individuals with disabilities, a reasonable opportunity to enjoy a dwelling.

No citizens appeared before the City Council to discuss Ordinance No. 6680.

Mayor Plyler introduced Ordinance No. 6681 and called for a public hearing:

ORD 6681
TREE ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 10 (SUBDIVISION REGULATION) AND APPENDIX C (COMPREHENSIVE FEE SCHEDULE); PRESCRIBING NEW REGULATIONS RELATING TO TREE PROTECTION, PRESERVATION, PLANTING AND REMOVAL ON PROPERTIES LOCATED WITHIN THE SHERMAN CITY LIMITS AND THE CITY'S EXTRATERRITORIAL JURISDICTION; REQUIRING A PERMIT FOR THE REMOVAL OF CERTAIN PROTECTED TREES; PROVIDING FOR TREE MITIGATION CREDITS; SETTING THE TREE REPLACEMENT AND MITIGATION FEE; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF \$2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

Mr. Rae briefed the City Council on a proposed version of the Tree Ordinance, that the staff felt is "developer friendly," but still protects trees.

Peter Tracy, 705 S. Valentine, spoke on the proposed tree ordinance.

No other citizens appeared before the City Council to discuss Ordinance No. 6681.

The Public Hearing was closed.

Ordinance 6676

ORD 6676
GTUA REVENUE
BONDS

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

Ordinance 6677

ORD 6677
LIMITED TAX NOTES

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ISSUANCE OF "CITY OF SHERMAN, TEXAS, LIMITED TAX NOTES, SERIES 2024"; SPECIFYING THE TERMS AND FEATURES OF SUCH NOTES; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SUCH NOTES; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT AND PROVIDING AN EFFECTIVE DATE.

ACTION TAKEN.

Motion by Council Member Howeth to approve Ordinance Nos. 6676 and 6677, as presented. Second by Deputy Mayor Teamann.

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

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6678

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AN AUTOMOBILE SALES, NEW OR USED AND AUTOMOBILE REPAIR, BODY WORK, OR PAINTING WITH ASPHALT ADDITION IN A C-2 (RETAIL BUSINESS) DISTRICT/75 & 82 OVERLAY DISTRICT AND REPEAL ORDINANCE NO. 6613, LOCATED AT 2303 TEXOMA PARKWAY; CONSISTING OF 0.770 ACRES, BEING IN THE SMITH McGLOTHLIN SURVEY, ABSTRACT NO. 808, AND BEING A REMAINDER OF LOT 1 IN BLOCK 1 OF HIGHLAND PARK ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS LCA PROPERTIES, LLC (OWNER), TODD KOFSKY, SHERMAN MOTORS (REPRESENTATIVE) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6678
SUP FOR AUTO
SALES, REPAIR
(2303 TEXOMA PKWY)
& REPEAL ORD 6613

Ordinance 6679

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14 AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A SECONDHAND STORE OR RUMMAGE SHOP, ON A TRACT OF LAND ZONED C-1 (RETAIL BUSINESS) DISTRICT/CENTRAL BUSINESS DISTRICT OVERLAY LOCATED AT 125 NORTH TRAVIS STREET, BEING IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS LOS HERMONOS PARTNERSHIP (OWNER) AND LAURA AYERS, STILL CHARMING/HOUSE OF ELI (REPRESENTATIVE) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6679
SUP FOR
SECONDHAND STORE
(125 N. TRAVIS ST)

ACTION TAKEN.

Motion by Council Member Stevenson to approve Ordinance Nos. 6678 and 6679, as presented. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6680

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 3 (BUILDING REGULATIONS) TO ESTABLISH ARTICLE 3.14 (REASONABLE ACCOMMODATIONS FOR RESIDENTIAL USES); PROVIDING FOR APPLICATION, DECISION AND APPEAL PROCEDURES FOR

ORD 6680
RESIDENTIAL
ACCOMMODATIONS
FOR DISABLED

REASONABLE ACCOMMODATION REQUESTS BY PERSONS WITH DISABILITIES FOR RESIDENTIAL USES; PROVIDING FOR A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

ACTION TAKEN.

Motion by Deputy Mayor Teamann to approve Ordinance No. 6680, as presented. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6681

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 10 (SUBDIVISION REGULATION) AND APPENDIX C (COMPREHENSIVE FEE SCHEDULE); PRESCRIBING NEW REGULATIONS RELATING TO TREE PROTECTION, PRESERVATION, PLANTING AND REMOVAL ON PROPERTIES LOCATED WITHIN THE SHERMAN CITY LIMITS AND THE CITY'S EXTRATERRITORIAL JURISDICTION; REQUIRING A PERMIT FOR THE REMOVAL OF CERTAIN PROTECTED TREES; PROVIDING FOR TREE MITIGATION CREDITS; SETTING THE TREE REPLACEMENT AND MITIGATION FEE; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF \$2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

ORD 6681

TREE ORDINANCE

ACTION TAKEN.

Motion by Deputy Mayor Teamann to approve the amended Ordinance No. 6681, that has been distributed to Council Members and is on the dais, as presented. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 7238 -- APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD GUARANTEED MAXIMUM PRICE (GMP-E) BACKFILL, TO KIEWIT WATER FACILITIES SOUTH CO., (GMP-G) CONCRETE, TO KIEWIT WATER FACILITIES SOUTH CO., (GMP-H) UNDERGROUND ELECTRICAL, TO ALTERMAN ELECTRIC, AND REJECT (GMP-F) UNDERGROUND PIPING, FOR THE SOUTH WASTEWATER TREATMENT PLANT - MBR PROJECT

RES 7238

WWTP MBR PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD GUARANTEED MAXIMUM PRICE (GMP-E) BACKFILL, TO KIEWIT WATER FACILITIES SOUTH CO., (GMP-G) CONCRETE, TO KIEWIT WATER FACILITIES SOUTH CO., (GMP-H) UNDERGROUND ELECTRICAL, TO ALTERMAN

ELECTRIC, AND REJECT (GMP-F) UNDERGROUND PIPING, FOR THE SOUTH WASTEWATER TREATMENT PLANT - MBR PROJECT.

Tom Pruitt, Utility Engineer, presented the request to award the guaranteed maximum price on portions of the South Wastewater Treatment Plant - MBR Project.

ACTION TAKEN.

Motion by Deputy Mayor Teamann to approve Resolution No. 7238, subject to the updated amount of \$50,812,403.90, as presented. Second by Council Member Holland.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 7239 -- APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD PRESELECTION PACKAGE NO. 4 TO GMP C FOR THE PROGRESSIVE GUARANTEED MAXIMUM PRICE TO KIEWIT WATER FACILITIES SOUTH CO. FOR THE SOUTH WASTEWATER TREATMENT PLANT - MBR PROJECT.

RES 7239
WWTP MBR PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD PRESELECTION PACKAGE NO. 4 TO GMP C FOR THE PROGRESSIVE GUARANTEED MAXIMUM PRICE TO KIEWIT WATER FACILITIES SOUTH CO. FOR THE SOUTH WASTEWATER TREATMENT PLANT - MBR PROJECT.

Mr. Pruitt presented the request to award the progressive guaranteed maximum price on a portion of the South Wastewater Treatment Plant - MBR Project.

ACTION TAKEN.

Motion by Deputy Mayor Teamann to approve Resolution No. 7239, as presented. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

OTHER BUSINESS

CONSIDER AND ACT ON PETITION FROM BM DORCHESTER, LLC RELATED TO 660.361 ACRES OF LAND LOCATED IN THE ANTONIO HERNANDEZ SURVEY, ABSTRACT NO. 488, GRAYSON COUNTY, TEXAS, A PORTION OF WHICH IS LOCATED WITHIN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION ("ETJ")

PETITION FOR
REMOVAL FROM ETJ

Wayne Lee, Director of Engineering, briefed the Council on a second petition that was received from BM Dorchester, LLC, to remove their property from the City's Extraterritorial Jurisdiction.

ACTION TAKEN.

Motion by Council Member Stevenson to deny the petition submitted by BM Dorchester, LLC, for the release of property from the City's Extraterritorial Jurisdiction, because Senate Bill 2038, Local Government Code, Section 42.104 and Section

42.105 are unconstitutional delegations of legislative authority and in direct irreconcilable conflict with Local Government Code, Section 42.023, and the City has not consented and does not consent to the release of property from its ETJ or any reduction of the City. Second by Deputy Mayor Teamann.

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

VOTING NAY: None.

MOTION CARRIED.

SITE PLAN FOR BEL AIR BEACH CLUB, BEING 10.34 ACRES IN THE SHEROD DUNMAN SURVEY, ABSTRACT NO. 329 AND CURRENTLY ZONED PD (PLANNED DEVELOPMENT); RONNY GUERRERO (OWNER) AND MICHAEL CARLISLE, KIMLEY-HORN AND ASSOCIATES (APPLICANT) (300-1000 BLOCKS EAST FM 1417 (VIETNAM VETRANS PARKWAY))

BEL AIR BEACH CLUB
(300-1000 BLOCKS EAST FM 1417)

Mr. Rae briefed the Council on a request for approval of a Planned Development Site Plan for Bel Air Beach Club, located in the 300 to 1000 blocks of East FM 1417. One building elevation contained in the Site Plan exceeds the allowable limit in a Planned Development District.

ACTION TAKEN.

Motion by Deputy Mayor Teamann to approve the Site Plan for Bel Air Beach Club, subject to the Staff Review Letter, as presented. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

PREPARED PRESENTATION PROMOTING PROGRESS ON "PROJECT PEPPERONI"

PROJECT PEPPERONI

Nate Strauch, Community and Support Services Manager, presented a new tracking program for Capital Improvement Projects, that will feature up to date information on projects, and will be a "transparent tool" for the City Council and the public.

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

COUNCIL AUDIT COMMITTEE (3)

COUNCIL AUDIT COMMITTEE

Council Members reappointed all members previously serving to the various Council boards. This includes David Plyler, Daron Holland, and Shawn Teamann to the Council Audit Committee, for a term from November 21, 2023 until November 2024, as presented.
CONSENT AGENDA.

INVESTMENT COMMITTEE (2)

INVESTMENT COMMITTEE

Council Members reappointed all members previously serving to the various Council boards. This includes Juston Dobbs and Pam Howeth to the Investment Committee, for a term from November 21, 2023 until November 2024, as presented.
CONSENT AGENDA.

TAX REINVESTMENT COMMITTEE (2)

Council Members reappointed all members previously serving to the various Council boards. This includes Josh Stevenson and Henry Marroquin to the Tax Reinvestment Committee, for a term from November 21, 2023 until November 2024, as presented.

CONSENT AGENDA.

**TAX REINVESTMENT
COMMITTEE**

TAX INCREMENT FINANCING BOARD #2 (3)

Council Members reappointed all members previously serving to the various Council boards. This includes David Plyler, Pam Howeth and Daron Holland to the Tax Increment Financing Board #2, for a term from November 21, 2023 until November 2024, as presented. CONSENT AGENDA.

**TAX INCREMENT
FINANCING BOARD
#2**

TAX INCREMENT FINANCING BOARD #3 (3)

Council Members reappointed all members previously serving to the various Council boards. This includes David Plyler, Josh Stevenson, and Pam Howeth to the Tax Increment Financing Board #3, for a term from November 21, 2023 until November 2024, as presented.

CONSENT AGENDA.

**TAX INCREMENT
FINANCING BOARD
#3**

TAX INCREMENT FINANCING BOARD #5 (3)

Council Members reappointed all members previously serving to the various Council boards. This includes David Plyler, Josh Stevenson, and Shawn Teamann to the Tax Increment Financing Board #5, for a term from November 21, 2023 until November 2024, as presented.

CONSENT AGENDA.

**TAX INCREMENT
FINANCING BOARD
#5**

TAX INCREMENT FINANCING BOARD #6 (3)

Council Members reappointed all members previously serving to the various Council boards. This includes David Plyler, Pam Howeth, and Josh Stevenson to the Tax Increment Financing Board #6, for a term from November 21, 2023 until November 2024, as presented. CONSENT AGENDA.

**TAX INCREMENT
FINANCING BOARD
#6**

TAX INCREMENT FINANCING BOARD #7 (3)

Council Members reappointed all members previously serving to the various Council boards. This includes David Plyler, Pam Howeth, and Daron Holland to the Tax Increment Financing Board #7, for a term from November 21, 2023 until November 2024, as presented. CONSENT AGENDA.

**TAX INCREMENT
FINANCING BOARD
#7**

TAX INCREMENT FINANCING BOARD #8 (3)

Council Members reappointed all members previously serving to the various Council boards. This includes Josh Stevenson, Juston Dobbs, and Henry Marroquin to the Tax Increment Financing Board #8, for a term from November 21, 2023 until November 2024, as presented.

CONSENT AGENDA.

**TAX INCREMENT
FINANCING BOARD
#8**

TAX INCREMENT FINANCING BOARD #9 (3)

Council Members reappointed all members previously serving to the various Council boards. This includes Josh Stevenson, Juston Dobbs, and Henry Marroquin to the Tax Increment Financing Board

**TAX INCREMENT
FINANCING BOARD
#9**

#9, for a term from November 21, 2023 until November 2024, as presented.

CONSENT AGENDA.

COUNCIL COMMENTS

- Commend staff on the proposed Tree Ordinance. (Council Member Marroquin)
- Congratulations to Bailey Spoonmore on her designation as a Level 3 Municipal Court Clerk; thanks to Mr. Rae for his work on the Tree Ordinance; and Merry Christmas and Happy New Year to everyone. (Council Member Dobbs)
- Recognized the new CIP tracking program, and said it was a “great innovation.” (Council Member Holland)
- Merry Christmas and Happy New Year to everyone. (Council Member Howeth)
- Congratulations to Ms. Spoonmore on her accomplishment; good work to Mr. Rae on the Tree Ordinance; and recognition to Mr. Strauch on the “fantastic” display for the CIP tracker. (Deputy Mayor Teamann)
- Merry Christmas. (Council Member Stevenson, Mayor Plyler)

COUNCIL COMMENTS

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

EXECUTIVE SESSION

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

TEX. GOV'T CODE § 551.071 --

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

(A) Receive legal advice regarding the Baltic Apartments and St. Charles Apartments

(B) Receive legal advice regarding a group home at Carriage Estates

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) Sherman Economic Development Corporation Board of Directors (2)

B) Board of Adjustment (1 member, 1 alternate)

TEX. GOV'T CODE § 551.076 –

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

TEX. GOV'T CODE § 551.087 –

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

TEXAS GOV'T CODE § 551.089 --

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

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 6:05 p.m.

On Motion duly made and carried, the Executive Session recessed at 7:03 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

BOARD OF ADJUSTMENT (1 MEMBER, 1 ALTERNATE)

BOARD OF

ACTION TAKEN.

Motion by Council Member Stevenson to appoint Glenn Whitaker to the Board of Adjustment, for a term beginning December 19, 2023, and to appoint Andrew Ramirez as an Alternate Member, for a term beginning December 19, 2023, as presented. Second by Council Member Holland.

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

VOTING NAY: None.

MOTION CARRIED.

ADJUSTMENT

SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS (2)

SEDCO

ACTION TAKEN.

Motion by Deputy Mayor Teamann to appoint Willie Steele and Robin Phillips to the Sherman Economic Development Corporation Board of Directors, for a term from December 19, 2023 until October 1, 2026, as presented. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

ADJOURNMENT

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 7:05 p.m.

MAYOR

CITY CLERK

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



SPECIALIZED PUBLIC FINANCE INC.
 FINANCIAL ADVISORY SERVICES

New Money Bonds to Fund: 4th Installment of Water & Sewer System Capital Improvements Plan

Key Dates

November 8, 2023 - First Draft of Offering Documents circulated by Specialized Public Finance (FA)
 November 30, 2023 - Rating Agency Decision with Standard & Poor's ("A" Bond Rating Affirmed)
 December 11, 2023 - Rates on 2024 Contract Revenue Bonds Locked
 January 24, 2024 - Anticipated Closing - Bond Proceeds to be wired to GTUA

Financial Update

	<i>Original Budget (11/2)</i>	<i>Final Pricing (12/11)</i>
Total Par Amount of Bonds Issued	\$ 203,985,000	\$ 187,280,000
Net Proceeds	\$ 165,718,240	\$ 165,718,240
Capitalized Interest	\$ 23,411,528	\$ 19,588,512
Debt Service Reserve Fund Deposit	\$ 11,998,142	\$ 10,129,133
Estimated Issuance + Bond Insurance Costs	\$ 1,632,404	\$ 849,570
True Interest Cost (TIC)	5.25%	4.36%
Total Debt Service (1)	\$ 424,891,947	\$ 367,329,793

Transaction Highlights

Standard 10-Year Call Option Reduced to 9-Year Call without Penalty (increases budgeting flexibility).
 Bond Offering was 1.8 Times Oversubscribed, which indicates Strong Market Reception.
 In Historical Terms, Municipal Bond Rates have been Higher 77.78% of the Time over the last 20 Years vs. Current Market.

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

\$3,725,000 Limited Tax Notes, Series 2024

Rank	Firm	Location	Bid Received	True Interest Cost (TIC)
1	BOK Financial Securities, Inc.	Dallas, TX	9:41:21 AM	2.591921%
2	Stifel, Nicolaus & Co., Inc.	Birmingham, AL	9:55:32 AM	2.630724%
3	Raymond James & Associates, Inc.	Memphis, TN	9:54:06 AM	2.705808%
4	Robert W. Baird & Co., Inc.	Milwaukee, WI	9:58:35 AM	2.718685%
5	StoneX Financial Inc.	Atlanta, GA	9:59:42 AM	2.797108%
6	HilltopSecurities	Dallas, TX	9:58:48 AM	2.853108%
7	SWBC Investment Services, LLC	San Antonio, TX	9:59:15 AM	2.887519%
8	Crews & Associates, Inc.	Little Rock, AR	9:56:08 AM	2.963413%
9	PNC Capital Markets	Philadelphia, PA	9:10:59 AM	2.998121%
10	The Baker Group	Oklahoma City, OK	9:58:44 AM	3.023036%

- Bids were due on December 18, 2023 at 10:00 AM, CST. All bids were submitted via Parity's online bidding system.
- The spread between the low bid and the high bid is approximately 0.431% (or 43.1 basis points).
- The final TIC equated to 2.592020% based on the resized par amount.

Sherman, Texas

Sherman Tree Ordinance

December 18, 2023



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halff.com

TREE ORDINANCE TIMELINE

- In August 2023 Council directed staff to begin looking into an update to the Tree Ordinance
- City/Consultant hosted a developer workshop and public open house on September 8, 2023
- Special Called City Council Meeting held on September 9th, 2023 to discuss Tree Ordinance feedback.
- City hosted a follow up developer meeting on November 15th, 2023 to present the draft recommendations
- Presented draft recommendations to City Council on November 20, 2023
- Council requested staff to investigate ways to simplify the tree ordinance.
- Proposed adoption of the Tree Preservation Ordinance on December 18, 2023
- Residential and Commercial Tree and Landscaping Ordinance in Q1 2024

SUMMARY OF ORDINANCE UPDATES

1

No-Disturbance Areas

- Reduced from 25% to 20%

2

Tree Credits

- Measured in inches
- Increased credit inches given for preserved trees

3

Fee-in-Lieu Amount

- Increased from \$225 to \$350 per caliper inch

4

Mitigation Limit

- The total number of inches required to be mitigated on a development site, as calculated according to the mitigation ratios, shall not exceed 100 inches per acre.

5

Tree Removal Permit

- New process for tree removal permit prior to subdivision process to ensure compliance
- Tree Permit Exceptions

TREE REMOVAL PERMIT EXCEPTIONS

- Properties that are less than 5 Acres
- Tree being removed is on an existing platted lot being used for one- and two-family residences
- Tree being removed is a safety concern
- Tree being removed disrupted a public utility service due to a force of nature
- Tree being removed is being removed due to utility maintenance
- Tree is located on City-owned property
- Tree is dead as documented by a certified arborist
- Tree is located on a property being used a tree nursery or an orchard.
- Removing underbrush with hand tools, not including grubbing.

SUMMARY

- Addition of the tree removal permit gives this ordinance more teeth.
- Applicability – Tree preservation and mitigation enforced at tree removal permit or preliminary plat submittal
- Proposed ordinance more developer friendly than peer cities.
- Reduced no-disturbance area alternative from 25% to 20%.
- Simplifying regulations could be done but would involve removing tree survey exceptions and alternatives for development.
- Increase mitigation fee-in-lieu from \$225 to \$350 per caliper inch.
- Tree Fund – Only used for planting or maintenance of trees on public property
- Staff recommends Council approve this Ordinance.
- Zoning landscaping standards in Q1 2024



City Council Regular Meeting

Agenda Item No. C.1.

Meeting Date: 1/2/2024

Prepared By: Amber Doan, Engineering Coordinator

Approved By: Teri Fine, Assistant to the City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6682

Abandoning One (1) Twenty-Foot (20') Wide Easement Located in the Plat of Teague Industrial Park, Unit No. 2, and Being More Particularly Described in the Exhibit "A" Attached Hereto and Made a Part Hereof for All Purposes, which Easement is Established in Volume 3, Page 14 of the Plat Records of Grayson County, Texas

Issue:

To consider the abandonment of one (1) Twenty-foot (20') wide Easement located within the plat of Teague Industrial Park, Unit No. 2 to the City of Sherman

Background:

Said easement, which is filed of record in Volume 3, Page 14 of the Plat Records of Grayson County, Texas, is not being utilized and is no longer deemed necessary.

Origination:

Engineering Department

Financial Consideration:

None

Staff Recommendation:

Staff recommends approval of the one (1) twenty-foot (20') wide easement abandonment

Alternatives:

As may be directed by City Council

Attachments:

1. Ordinance No. 6682
2. Filed Plat Establishing Easement
3. Aerial Location Map

ORDINANCE NO. 6682

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING ONE (1) TWENTY-FOOT (20') WIDE EASEMENT LOCATED IN THE PLAT OF TEAGUE INDUSTRIAL PARK, UNIT NO. 2, AND BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH EASEMENT IS ESTABLISHED IN VOLUME 3, PAGE 14 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman, Texas has received a request to abandon one (1) twenty-foot (20') wide Easement, as described herein; and

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

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

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

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

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

SECTION 1. That the Twenty-Foot (20') Wide Easement located in the plat of Teague Industrial Park, Unit No. 2, and being more particularly described on the Exhibit "A" attached hereto and made a part hereof for all purposes, which Easement is established in Volume 3, Page 14 of the Plat Records of Grayson County, Texas, shall be abandoned.

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

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

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

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

SECTION 6. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 7. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 8. This Ordinance shall become effective immediately upon its passage and adoption.

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

INTRODUCED on this the 2nd day of January 2024.

ADOPTED on this the 2nd day of January 2024.

EFFECTIVE DATE on this the 2nd day of January 2024.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

ATTEST:

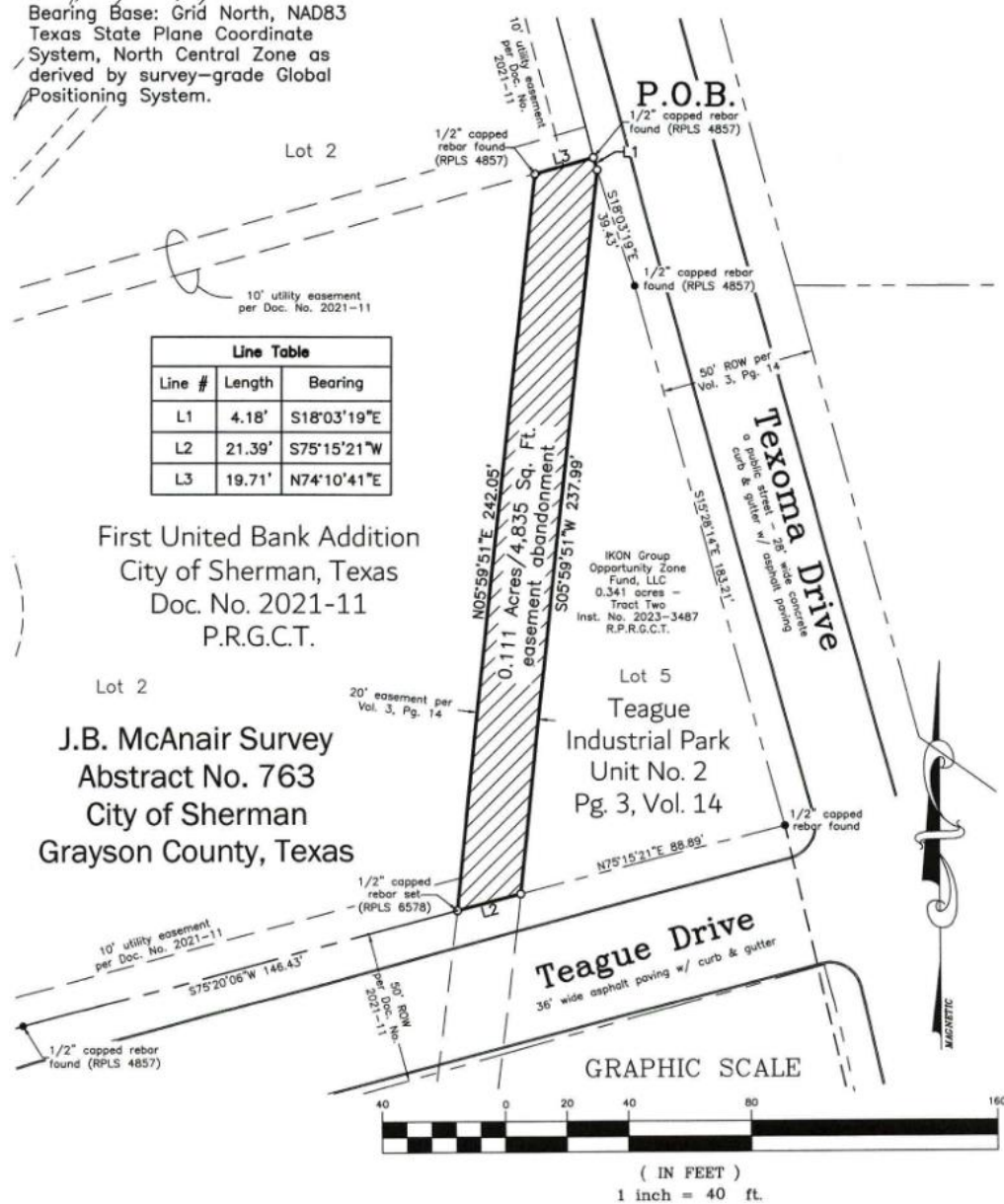
BY: _____

LINDA ASHBY, CITY CLERK

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

BY: _____

RYAN D. PITTMAN, CITY ATTORNEY



Easement Abandonment

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove is a true and correct representation of the property shown hereon. Field Notes attached hereto.

Job No. AGS471023

Helvey-Wagner Surveying, Inc.

222 W. Main St., Denison, Texas 75020

Phone: (903) 463-6191
Email: kate@helveywagnersurvey.net

TBPELS Firm Registration No. 10088100



Kate A Wagner, R. P. L. S. No. 6578
Copyright Date: October 25, 2023

P:\Land Projects R2\2007-Texoms-Drive-Sherman\Civil3D\Easement Abandonment.dwg 10/25/2023 3:15 PM

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020
Ph: (903) 463-6191 · Email: kate@helveywagnersurvey.net
Texas Board of Engineers and Land Surveyors Firm Registration No. 10088100
Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578

EASEMENT ABANDONMENT 0.111 ACRES/4,835 SQUARE FEET

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of Lot 5, Block 2 of Teague Industrial Park Unit No. 2, an addition to the City of Sherman, Texas as per plat of record in Volume 3, Page 14, Plat Records, Grayson County, Texas, said part of Lot 5 being the same 0.341 acre tract of land (Tract Two) conveyed by Special Warranty Deed with Vendor's Lien from American Bank of Texas, N.A. to IKON Group Opportunity Zone Fund, LLC on February 10, 2023 and recorded in Inst. No. 2023-3487, Official Public Records and being a portion of a 20 ft. easement dedicated per said Volume 3, Page 14, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a 1/2 inch capped rebar found (RPLS 4857) lying in the West right-of-way line of Texoma Drive, a public street, being the most Easterly Southeast corner of Lot 2 of First United Bank Addition to the City of Sherman, Texas as per plat of record in Doc. No. 2021-11, said Plat Records, being the Northeast corner of both said IKON Group Opportunity Zone Fund, LLC 0.341 ac. and the herein described easement and the Northeast corner of said Lot 5;

THENCE South 18 deg. 03 min. 19 sec. East, with the West line of said Texoma Drive, and an East line of both said IKON Group Opportunity Zone Fund, LLC 0.341 ac. and Lot 5, a distance of 4.18 ft. to a point at the most Easterly Northeast corner of the herein described easement;

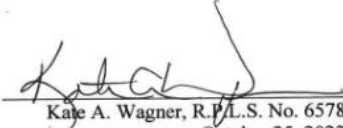
THENCE South 05 deg. 59 min. 51 sec. West, over and across both said IKON Group Opportunity Zone Fund, LLC 0.341 ac. and Lot 5, along the East line of said 20 ft. wide easement, a distance of 237.99 ft. to a point in the North right-of-way line of Teague Drive, a public street, lying in the South line of said IKON Group Opportunity Zone Fund, LLC 0.341 ac., and being the Southeast corner of the herein described easement;

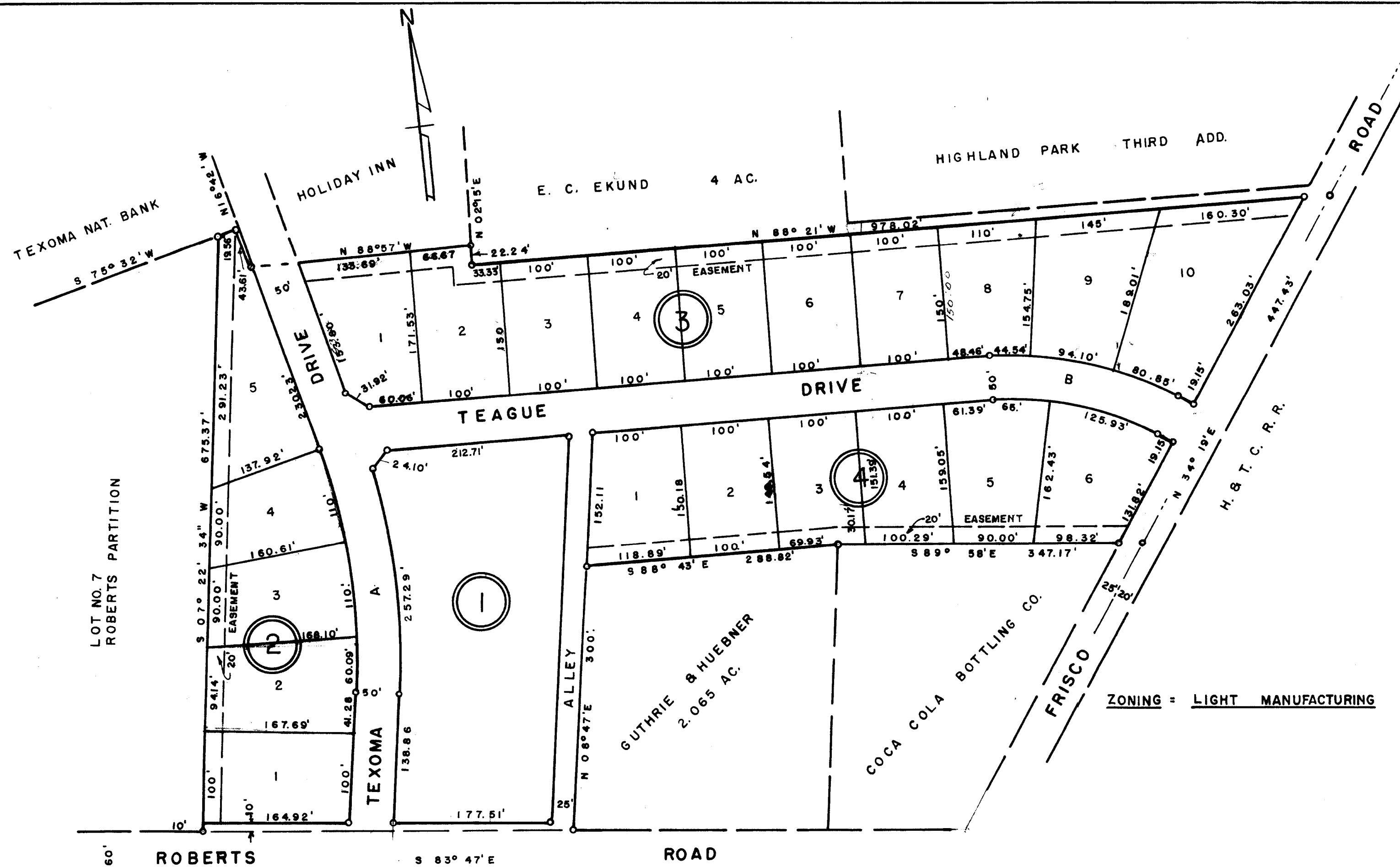
THENCE South 75 deg. 15 min. 21 sec. West, with the North line of said Teague Drive and the South line of said IKON Group Opportunity Zone Fund, LLC 0.341 ac., a distance of 21.39 ft. to a 1/2 inch capped rebar set (RPLS 6578) at the most Southerly Southeast corner of said Lot 2, First United Bank Addition and being the Southwest corner of both said IKON Group Opportunity Zone Fund, LLC 0.341 ac. and the herein described easement;

THENCE North 05 deg. 59 min. 51 sec. East, with the West line of said IKON Group Opportunity Zone Fund, LLC 0.341 ac., Lot 5 and the 20 ft. wide easement and an Easterly line of Lot 2 of said First United Bank Addition, a distance of 242.05 ft. to a 1/2 inch capped rebar found (RPLS 4857) at an Ell corner of said Lot 2 and being the Northwest corner of both said IKON Group Opportunity Zone Fund, LLC 0.341 ac. and the herein described easement;

THENCE North 74 deg. 10 min. 41 sec. East, with the North line of both said IKON Group Opportunity Zone Fund, LLC 0.341 ac. and Lot 5 and a Southerly line of said Lot 2, First United Bank Addition, a distance of 19.71 ft. to the **PLACE OF BEGINNING** and containing **0.111 ACRES/4,835 SQUARE FEET** of land.




Kate A. Wagner, R.P.L.S. No. 6578
October 25, 2023



CURVE DATA ON & OF STREETS					
	ANGLE	DEGREE	TAN.	L	RAD.
A	23° 13'	8°	147.25	290.21	716.78
B	32° 50'	16°	105.85	205.21	359.26

OWNERS AND DEVELOPERS: C.C. TEAGUE AND SON INC. AND C.E. TEAGUE

C.C. TEAGUE AND SON INC. AND C.E. TEAGUE OWNERS AND DEVELOPERS OF TEAGUE INDUSTRIAL PARK UNIT No. 2 HEREBY DEDICATE TO PUBLIC USE ALL STREETS, ALLEYS OR EASEMENTS SHOWN ON THE ABOVE PLAT OF TEAGUE INDUSTRIAL PARK ADDITION UNIT No. 2 TO THE CITY OF SHERMAN, TEXAS

C.C. Teague PRESIDENT 3-9-65
C.C. TEAGUE & SON INC DATE:

C.E. Teague 3-9-65
C.E. TEAGUE DATE:

THE STATE OF TEXAS I
COUNTY OF GRAYSON I

BEFORE ME THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED C.C. TEAGUE KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING AS PRESIDENT OF C.C. TEAGUE AND SON AND C.E. TEAGUE KNOWN ALSO TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING AND THEY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 9 DAY OF MARCH 1965

Debra D. Murray
NOTARY PUBLIC IN AND FOR GRAYSON COUNTY, TEXAS

TEAGUE INDUSTRIAL PARK UNIT NO. 2
ADDITION TO THE CITY OF SHERMAN, TEXAS

SCALE 1 INCH = 100 FT.

FIELD NOTES FOR TEAGUE INDUSTRIAL PARK

UNIT NO. 2

A LOT TRACT OR PARCEL OF LAND SITUATED IN THE COUNTY OF GRAYSON STATE OF TEXAS, OUT OF THE S.M. MCGLOTHLIN SURVEY AND THE J.B. MC ANAIR SURVEY AND BEING ALL OF LOT NO. 8 AND A PART OF LOTS 9 AND 10 OF THE PARTITION OF THE ROBERTS ESTATE AS SHOWN BY PLAT OF RECORD IN VOL. 398 AT PAGE 43 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT:

BEGINNING AT THE NORTHWEST CORNER OF LOT NO. 8 AND THE NORTHEAST CORNER OF LOT NO. 7 OF THE SAID ROBERTS PARTITION

THENCE S 07° 23' 34" W A DISTANCE OF 675.37 FT. TO THE SOUTHWEST CORNER OF SAID LOT NO. 8 ON THE NORTH LINE OF ROBERTS ROAD

THENCE S 83° 47' E WITH THE NORTH LINE OF ROBERTS ROAD A DISTANCE OF 417.25 FT. TO THE SOUTHWEST CORNER OF A 2.065 ACRE TRACT CONVEYED BY LEE AGNEW TO GUTHRIE AND HUEBNER

THENCE N 08° 47' E A DISTANCE OF 300.00 FT. TO THE NORTHWEST CORNER OF THE SAID GUTHRIE AND HUEBNER 2.065 ACRE TRACT

THENCE S 88° 43' E A DISTANCE OF 288.82 FT. TO THE NORTHEAST CORNER OF THE SAID 2.065 ACRE TRACT AND THE NORTHWEST CORNER OF THE COCA COLA BOTTLING COMPANY TRACT

THENCE S 83° 58' E A DISTANCE OF 347.17 FT. TO THE NORTHEAST CORNER OF THE SAID COCA COLA BOTTLING COMPANY TRACT IN THE CENTER OF FRISCO ROAD

THENCE N 34° 19' E WITH THE CENTER OF SAID ROAD A DISTANCE OF 447.43 FT. TO THE NORTHEAST CORNER OF LOT NO. 10 OF THE ROBERTS PARTITION

THENCE N 88° 21' W WITH THE NORTH LINES OF LOTS 10, 9 AND 8 A DISTANCE OF 978.03 FT. TO A ANGLE IN THE NORTH LINE OF SAID LOT NO. 8

THENCE N 02° 15' E A DISTANCE OF 22.24 FT. TO A ANGLE CORNER OF SAID LOT NO. 8

THENCE N 88° 57' W A DISTANCE OF 251.79 FT. TO A ANGLE CORNER OF SAID LOT NO. 8

THENCE N 16° 42' W A DISTANCE OF 43.61 FT. TO A ANGLE CORNER OF SAID LOT NO. 8

THENCE S 75° 32' W A DISTANCE OF 19.56 FT. TO THE PLACE OF BEGINNING AND CONTAINING 123732 ACRES OF LAND

APPROVED:
James W. Doherty
CHAIRMAN CITY PLANNING COMMISSION

3-9-65
DATE:

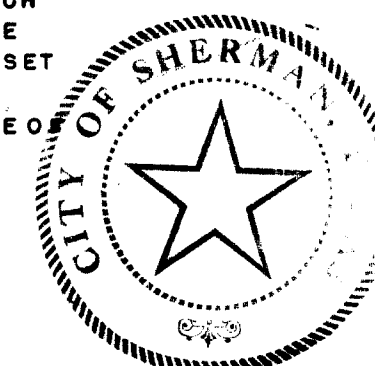
ACCEPTED:
Raymond E. Smith
MAYOR CITY OF SHERMAN, TEXAS

3-22-65
DATE

THE UNDERSIGNED, THE CITY CLERK OF THE CITY OF SHERMAN HEREBY CERTIFIES, THAT THE FOREGOING FINAL PLAT OR MAP OF TEAGUE INDUSTRIAL PARK UNIT 2, AN ADDITION TO THE CITY OF SHERMAN WAS SUBMITTED TO THE CITY COUNCIL ON THE DAY OF MARCH 1965 AND THE CITY COUNCIL BY FORMAL ACTION THEN AND THERE ACCEPTED THE DEDICATION OF STREETS, EASEMENT AS SHOWN OR 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 22 DAY OF MARCH 1965

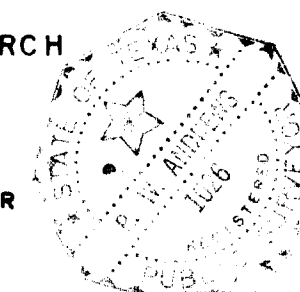
J. Spears
CITY CLERK, CITY OF SHERMAN, TEXAS



I, R.W. ANDREWS, LICENSED STATE LAND SURVEYOR HEREBY CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM A SURVEY MADE ON THE GROUND AND THAT THE BEARINGS, DISTANCES, AREAS AND MONUMENTS ARE AS SHOWN ON SAID PLAT

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 4TH. DAY OF MARCH

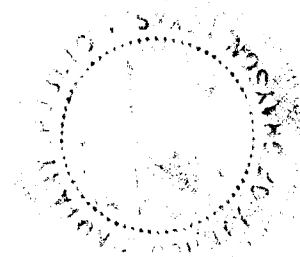
R.W. Andrews
R. W. ANDREWS
LICENSED STATE LAND SURVEYOR
REGISTERED PUBLIC SURVEYOR
REG. NO. 1026



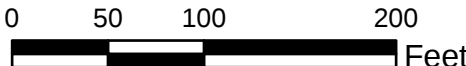
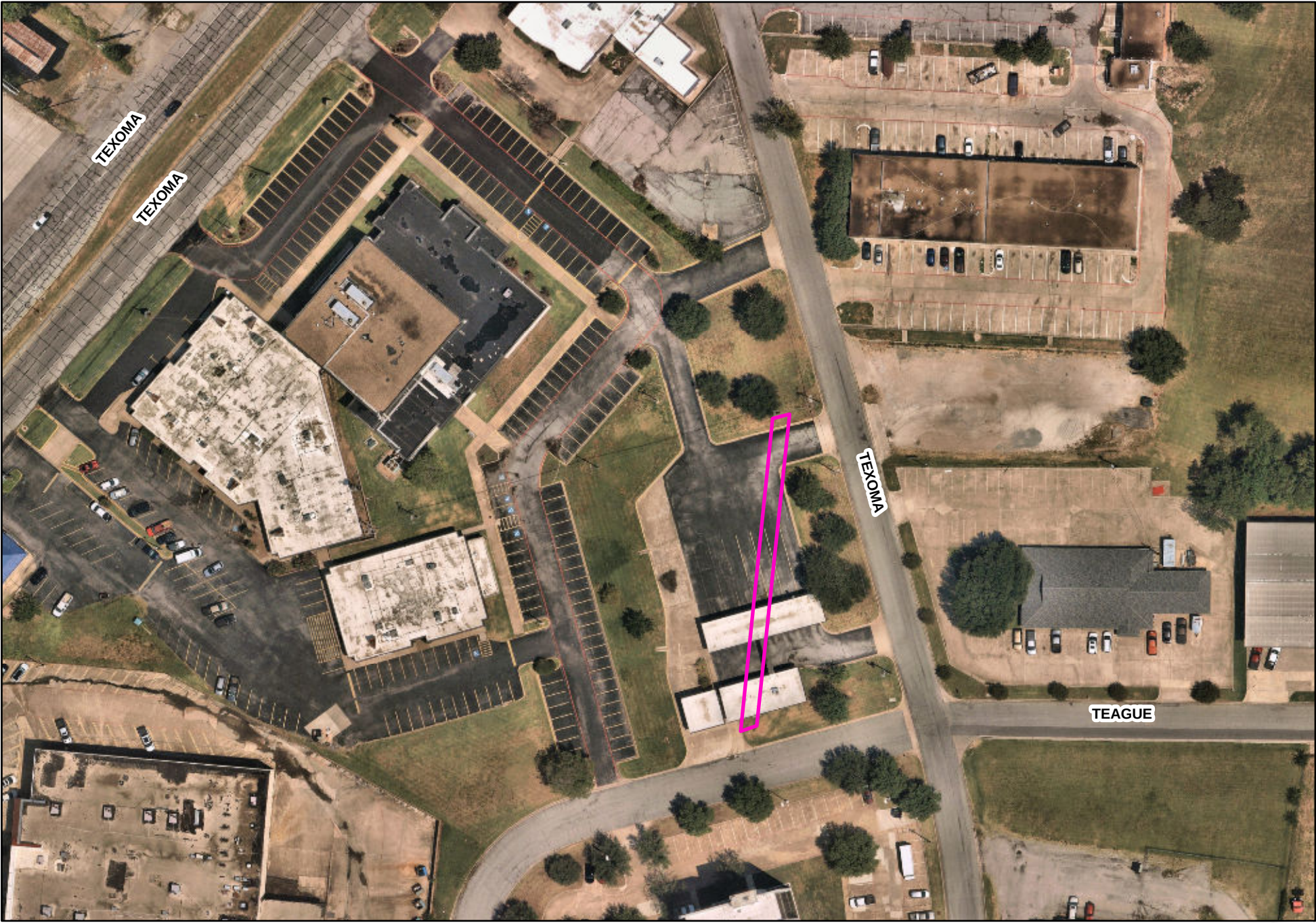
FILED FOR RECORD

March 29, 1965
at 11:50 o'clock A.M.
Recorded in Vol. 3 Page 14
County Clerk, Grayson Co., Texas
By Paul D. Jones
Deputy

2021



Texoma Place Addition - Easement Abandon





City Council Regular Meeting

Agenda Item No. E.1.

Meeting Date: 1/2/2024

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7240

Requesting Financial Assistance from the Texas Department of Transportation for Improvements at the Sherman Municipal Airport

Issue:

Approve City's intent to request financial assistance from the Texas Department of Transportation for improvements at the Sherman Municipal Airport

Background:

The Texas Department of Transportation (TxDOT) Aviation Division is offering financial assistance (a grant) to the Sherman Municipal Airport for rehabilitation of the runway, lighting replacement and PAPI installation. The grant will pay 90% of the total cost of about \$3.8 million. Design will begin in FY2024 with construction in FY2025. The City will be responsible for about \$382,000.00 of the total project costs. This resolution is required by TxDOT to document the City Council's support and acceptance of this project. TxDOT will serve as agent for administration of the funds.

Origination:

Finance Department

Financial Consideration:

The City will pay 10% of project costs, estimated at \$23,500 in FY2024 and \$358,317 in FY2025. Funds are budgeted in FY2024 from the Capital Improvement Fund.

Staff Recommendation:

Staff recommends approval of the resolution.

Alternatives:

The Council could decline the grant opportunity.

Attachments:

1. Resolution No 7240
2. KSWI FY2024 Design 2401SHRMN (ID 358490)
3. KSWI Construction Phase Sherman FY2025 (ID 358489)

RESOLUTION NO. 7240

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS AT THE SHERMAN MUNICIPAL AIRPORT; 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 of Sherman intends to make certain improvements to the Sherman Municipal Airport; and

WHEREAS, the general description of the project is described as: Engineering and design for pavement rehabilitation and airfield lighting replacement and rehabilitation of the runway, construction administration, installation of PAPI-2, and replacement of runway lighting; and

WHEREAS, the City of Sherman intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS, total project cost is estimated to be \$3,818,170.00, and the City of Sherman will be responsible for 10% of the project costs currently estimated to be \$381,817.00; and

WHEREAS, the City of Sherman names the Texas Department of Transportation as its agent for the purposes of applying for, receiving, and disbursing all funds for these improvements and for the administration of contracts necessary for the implementation of these improvements.

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

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

SECTION 2. The City of Sherman hereby directs the City Manager to execute on behalf of the City of Sherman, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts, and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to the Sherman Municipal Airport.

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 2nd day of January 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

AVIATION CAPITAL IMPROVEMENT PROGRAM

Locations, Projects, and Costs

Texas Department of Transportation -- Aviation Division

November 17, 2023

FEDERAL & STATE FY 2024

Federal FY 2024 (October 2023 - September 2024)/State FY 2024 (September 2023 - August 2024)

City & Airport	Project Status & Description	Project Costs			
		Total	Federal	State	Local
SHERMAN	<u>Project Status:</u>				
<u>SHERMAN MUNI</u>	<i>PENDING</i>				
	Engineering and design for pavement rehabilitaton and airfield lighting replacement	235,000	0	211,500	23,500
Project Totals:		\$ 235,000	\$ 0	\$ 211,500	\$ 23,500

AVIATION CAPITAL IMPROVEMENT PROGRAM

Texas Department of Transportation -- Aviation Division

Locations, Projects, and Costs

November 17, 2023

FEDERAL & STATE FY 2025

Federal FY 2025 (October 2024 - September 2025)/State FY 2025 (September 2024 - August 2025)

City & Airport	Project Status & Description	Project Costs			
		Total	Federal	State	Local
SHERMAN	<u>Project Status:</u>				
<u>SHERMAN MUNI</u>	<i>PENDING</i>				
	Rehabilitate Runway 16-34	2,007,000	0	1,806,300	200,700
	Construction admin, contingency, RPR, testing	339,000	0	305,100	33,900
	Install PAPI-2 RW 16-34	50,000	0	45,000	5,000
	Replace Runway Lighting	1,187,170	0	1,068,453	118,717
Project Totals:		\$ 3,583,170	\$ 0	\$ 3,224,853	\$ 358,317



City Council Regular Meeting

Agenda Item No. E.2.

Meeting Date: 1/2/2024

Prepared By: Wayne Lee, Director of Engineering

Approved By: Teri Fine, Assistant to the City Manager

Caption:

RESOLUTION NO. 7241

Authorizing Execution of a Professional Services Agreement with Teague Nall and Perkins, Inc. for Design of the Heritage Ranch Public Improvements

Issue:

To consider a Professional Services Agreement with Teague Nall and Perkins, Inc. for the design of the Heritage Ranch Public Improvements

Background:

With the planned growth in the northwest portion of Sherman, the Sherman Independent School District is proposing to build a new elementary school, to accommodate the growth. The Heritage Ranch Development group entered into an agreement for a portion of their property to place the new elementary school within the overall development. The City will design and construct a portion of the public infrastructure to support the new school and its traffic. At a future Council meeting, City staff will bring back proposed amendments to existing development agreements with Covenant Development to reflect updated financial and development commitments from all the parties.

Origination:

Engineering Department

Financial Consideration:

The total funding needed for this contract is \$1,098,460.00. This will be funded by general obligation bonds.

Staff Recommendation:

It is recommended that the contract for professional services with Teague Nall and Perkins Inc. for the design of the Heritage Ranch Public Improvements be approved.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7241
2. Agreement - Signed - Teague Nall & Perkins, Inc.
3. Location Map - 3110 - Heritage Ranch Public Improvements

RESOLUTION NO. 7241

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH TEAGUE NALL AND PERKINS, INC. FOR DESIGN OF THE HERITAGE RANCH PUBLIC IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Teague Nall and Perkins, Inc. for Design of the Heritage Ranch Public Improvements, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 2nd day of January 2024.

CITY OF SHERMAN, TEXAS

**BY: _____
DAVID PLYLER, MAYOR**

ATTEST:

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

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

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

AGREEMENT
BETWEEN
THE CITY OF SHERMAN, TEXAS AND
TEAGUE NALL AND PERKINS, INC.
FOR
PROFESSIONAL SERVICES

Made as of the _____ day of _____, 2024:

Between City: **The City of Sherman, Texas**
 220 W. Mulberry Street
 Sherman, Texas 75090
 Telephone: (903) 892-7208

and Consultant: **Teague Nall and Perkins, Inc.**
 825 Watters Creek Boulevard, Suite M300
 Allen, Texas 75013
 Telephone: (214) 461-9867

for the following Project: **Heritage Ranch Public Improvements**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Teague Nall and Perkins, Inc., a Texas corporation ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City desires to engage Consultant to provide professional services for the Heritage Ranch Public Improvements Project ("Project"); and

WHEREAS, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 CONSULTANT'S SERVICES

- 1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes ("**Scope of Services**"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of a written amendment to this Agreement, may be authorized from time to time by City ("**Amendment**").
- 1.2.1 **Requirement of Written Amendment** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Amendment by the Sherman Director of Engineering or designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Amendment requiring additional funding of \$50,000 or more of the original contract amount shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Amendment.
- 1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN AMENDMENT ISSUED BY THE CITY.**
- 1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Engineering Budget Summary, attached hereto as **Exhibit B** and incorporated herein by reference for all purposes.
- 1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2 CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

- 2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.
- 2.2 **City Project Manager** – When necessary in City's sole discretion, City shall designate a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services.

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a Lump Sum & Hourly basis in an amount not to exceed **Six Hundred and Eighty-Four Thousand Dollars (\$684,000.00)**; and (b) for Special Services, in an amount not to exceed **Four Hundred and Fourteen Thousand Four Hundred and Sixty Dollars (\$414,460.00)** (collectively, "Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Engineering Budget Summary as set forth in **Exhibit B**.
 - 3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.
 - 3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to

declare Contractor in default of the terms and conditions of the Agreement. Consultant shall submit his findings in writing to City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

- 3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be solely responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and for consulting with such agencies and utilities to obtain all necessary approvals and/or permissions. Consultant shall be responsible for preparation and timely submittal of documents required for review, approval and/or recording by such agencies and/or utilities. Consultant shall be solely responsible for making such changes in the construction documents ("Construction Documents") as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to City.

3.2 Direct Expenses – Direct Expenses ("Direct Expenses") are included in Consultant's Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Engineering Budget Summary set forth in **Exhibit B**, and consistent with **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment for Services; provided, however, that this shall not be City's sole and exclusive remedy for said over-payment.

3.3 Additional Services – Consultant shall provide the Services as described in the Scope of Services set forth in **Exhibit A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to the Contract on a cost not to exceed sum or hourly basis in accordance with this paragraph ("Additional Services") and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:

- 3.3.1 Additional meetings, hearings, work-sessions or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit A**.

- 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.
- 3.3.1 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the personnel rates shown in **Exhibit G**. The rates set forth are subject to reasonable change provided prior written notice of said change is given to and approved by City.
- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Upon request, such background material may include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall

proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

- 3.7 Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter “D” of the TEX. GOV’T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.
- 3.8 Adjusted Compensation** – If the Scope of the Project (“Scope of the Project”) or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant’s compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.
- 3.9 Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant’s compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed
- 3.10 Fixed Budget Limit for Construction Cost** – If a fixed budget limit for the Construction Cost has been established, the Consultant shall be permitted to make reasonable adjustments in the scope of the Project and to include alternate

bid items in the Bid Proposal to adjust the Construction Cost to the fixed limit. However, this paragraph shall not operate to increase the fixed budget limit of the Construction Cost established in this Agreement. All adjustments in the Scope of the Project shall be approved by the City and documented in writing. Should the lowest bona fide bid for construction of the Project be in excess of 130% of \$(10,530,000) due to the negligence or other fault of the Consultant, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or re-negotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4), require that the Consultant adjust the Project scope or quality, or both, as necessary to reduce the Construction Cost to within the budgetary constraints. In the case of (4) the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitation on Construction Cost. These revisions and modifications may include splitting the Project into multiple Construction Phases that will fall within budget constraints. The Consultant shall provide the services defined in Exhibit A, as required, for each of the new phases created by splitting the Project.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.
- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps,

models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5

CONSULTANT'S INSURANCE REQUIREMENTS

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Contractor Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key

Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project's size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT'S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to City as indicated in Article 3.4 of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be made available if requested.

ARTICLE 7 AUDITS AND RECORDS/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV'T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the

Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit E** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT/REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 of this Agreement and agrees to pay any costs over and above the fee which City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

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

ARTICLE 9 DISPUTE RESOLUTION/MEDIATION

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

ARTICLE 10 INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY") FOR PURPOSES OF THIS

ARTICLE 10) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS **ARTICLE 10**), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "**CONSULTANT**" FOR PURPOSES OF THIS **ARTICLE 10**) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "**CLAIMS**"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER,

THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

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

ARTICLE 11 NOTICES

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

If to City, addressed to:

Wayne E. Lee, P.E., CFM
Director of Engineering
City of Sherman
220 W Mulberry St.
Sherman, TX 75091
Telephone: (903) 892-7327
Email: waynel@cityofsherman.com

With a copy to:

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

If to Consultant, addressed to:

Justin N. Walton, P.E., CFM
Team Leader, Associate Principal
Teague Nall and Perkins, Inc.
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
Telephone: (214) 461-9867
Email: jwalton@tnpinc.com

ARTICLE 12 MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “F,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 **Exhibit A**, Scope of Services.

12.1.2 **Exhibit B**, Project Engineering Budget Summary.

12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (CADD).

12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.5 **Exhibit E**, Contractor Insurance Guidelines.

12.1.6 **Exhibit F**, Conflict of Interest Questionnaire, Form CIQ.

12.1.7 **Exhibit G**, Consultant Rate Schedule

12.1.8 **Exhibit H**, Task Scope Limits

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, or **Exhibit F** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F** or **Exhibit A** shall prevail in that order.

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

12.3 **Attorney’s Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys’ fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV’T

CODE § 271.153, as it exists or may be amended, if applicable.

- 12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.5 **Savings/Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
- 12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.11 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an

original if properly executed and delivered to the other party.

- 12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have waived, any immunity, governmental, sovereign and/or official, or defense that is available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth in this Agreement.
- 12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.
- 12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.16 **No Third-Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.
- 12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
- 12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors,

partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.

- 12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.
- 12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.
- 12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's current fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's current fiscal year unless and until such funds are budgeted.
- 12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.
- 12.24 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant

is legally responsible.

- 12.25 **Reference to City** – When referring to “City,” this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

CITY:

City of Sherman, Texas,
a Texas home-rule municipality

By: _____
Robby Hefton, City Manager

CONSULTANT:

Teague Nall and Perkins, Inc.
a Texas corporation

By:  _____
Justin Walton, PE
Team Leader, Associate Principal

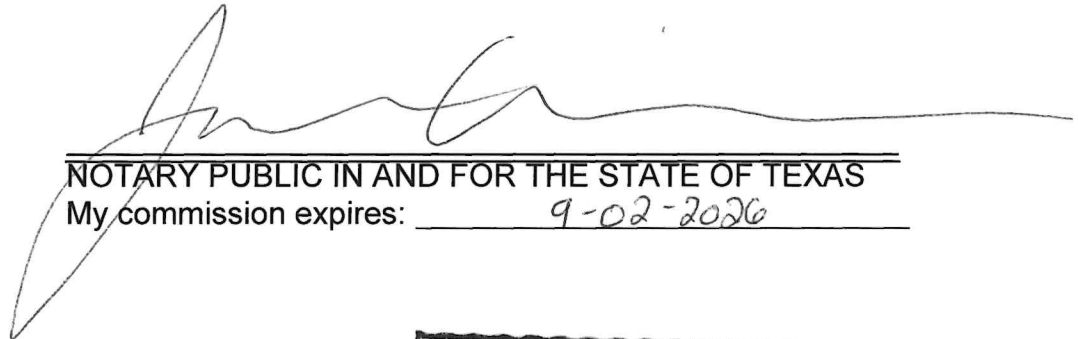
APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys

STATE OF TEXAS §
 §
COUNTY OF collin §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **JUSTIN WALTON**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT AND DULY AUTHORIZED REPRESENTATIVE FOR **TEAGUE NALL AND PERKINS, INC.** AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 11th DAY OF December, 2023.



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My commission expires: 9-02-2026

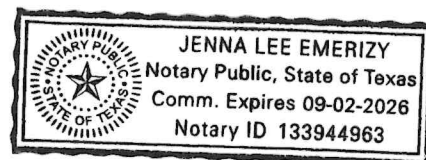


EXHIBIT A SCOPE OF SERVICES

I. PROJECT DESCRIPTION

The project includes the design of Lone Star Parkway and Heritage Ranch Trail to serve the future Sherman ISD elementary school. Approximately 2,600 linear feet (LF) of Lone Star Parkway will be schematically designed (30%) (labeled as "Paving-1" on Exhibit G) with the limits extending from the US HWY 82 Westbound Frontage Road to the north side of the elementary school site. Full design and construction documents for Lone Star Parkway will be prepared between US HWY 82 and Heritage Ranch Trail (approximately 1,600 LF). Approximately 3,500 LF of Heritage Ranch Trail will be designed with the limits extending from FM 1417 to Lone Star Parkway. Lone Star Parkway is proposed as a four-lane divided roadway and classified as a minor arterial. Heritage Ranch Trail is proposed as a four-lane undivided roadway from the intersection of Lone Star Parkway west along the future elementary school frontage (labeled as "Paving-2" on Exhibit H). West of the elementary school frontage it transitions to a two-lane undivided roadway and is classified as a collector (labeled as "Paving-3" on Exhibit H). Both roadways will include a storm drain system, water line, and culvert crossings. Streetlights will be designed along Lone Star Parkway between US HWY 82 and Heritage Ranch Trail. A roundabout will be designed at the Lone Star Parkway and Heritage Ranch Trail intersection. Also included is a pedestrian crossing on Lone Star Parkway that will be controlled by a rapid flashing beacon. The design includes a right turn lane at the intersection of Lone Star Parkway and US HWY 82 Frontage Road (labeled as "TxDOT-1" on Exhibit H) as well as a right turn lane and left turn lane at the intersection of FM 1417 and Heritage Ranch Trail (labeled as "TxDOT-2" on Exhibit G). Included is a 12" water line along the entire limits of Lone Star Parkway (labeled as "W-1 Lone Star Parkway" on Exhibit H) and along the entire limits of Heritage Ranch Trail, including a connection to the existing 24" water line on the west side of FM 1417 (labeled as "W-2"). A schematic design (30%) will be prepared for the 12" water line along Lone Star Parkway, north of the roundabout. It is understood that the project will be separated into two bid packages consisting of Phase 1 and Future Phase(s) construction documents. The Future Phase construction documents will be prepared as one construction set based on the unknown nature of future agreements for these improvements. Additional services can be provided in the future to divide the Future Phase construction documents if necessary. The Phase 1 improvement limits are generally as follows:

- Lone Star Parkway from US HWY 82 to Heritage Ranch Trail
- Heritage Ranch Trail from Lone Star Parkway to the west end of the future elementary school
- A roundabout at the intersection of Lone Star Parkway and Heritage Ranch Trail
- Asphalt pavement transition north of the roundabout on Lone Star Parkway and additional asphalt pavement width for a left turn lane into the elementary school

Bid and construction phase services are included for the Phase 1 improvements. It is understood that the Future Phase improvements will be constructed at a later date. Included in the scope to support the project design are a topographic survey, boundary survey, SUE, geotechnical engineering, environmental assessment, preparation of

EXHIBIT A SCOPE OF SERVICES

property acquisition documents, utility coordination to facilitate the relocation of franchise utilities identified to be in conflict, and a TAS plan review (for Phase 1). It is assumed that coordination and relocation of existing gas lines, within the projects, are beyond the scope of this project.

II. GENERAL REQUIREMENTS

- A.** Specific design requirements shall be obtained from the City of Sherman Engineering Design Standards. Consultant will establish and summarize design criteria. The design criteria will be reviewed by the City for approval prior to beginning design work.
- B.** Consultant shall coordinate with other engineering consultants, utility companies, franchise utilities, City of Sherman, and any other entity which has facilities within or adjacent to the Project.
- C.** Each time the Consultant submits plans and/or specifications to City, one (1) copy (as well as PDF versions) of each shall be submitted, unless otherwise instructed. These shall be reviewed and checked by City and returned to Consultant for corrections. When the corrected copies of the plans and specifications are returned to City, the original and reviewed plans and specifications shall also be returned to City. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated.
- D.** The Consultant shall submit a monthly report outlining, at a minimum, the work on the project which occurred the previous month, the work expected to be completed the following month, the next major project milestone, and any information needed from the City. The report is to be submitted with monthly invoice.
- E.** Communications and Reporting:
 - i. Attend a pre-design project kickoff meeting with City staff to confirm and clarify scope, understand City objectives, and ensure economical and functional designs meet City requirements.
 - ii. Attend review meeting, in-person, with the City at the end of each design phase.
 - iii. Prepare and submit monthly invoices in the format acceptable to the City.
 - iv. Prepare and submit monthly progress reports.
 - v. Prepare and submit baseline Project Schedule initially, Project Schedule updates, and updated Opinion of Probable Construction Cost with each plan submittal.
 - vi. Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
 - vii. With respect to coordination with permitting authorities, Consultant shall communicate with permitting authorities such that their regulatory

EXHIBIT A SCOPE OF SERVICES

requirements are appropriately reflected in the designs. Consultant shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements.

- viii. Attend additional project coordination meetings, if needed. For the purposes of this scope of work, ten (10) additional project coordination meetings are included.

III. TASK SUMMARY, BASIC SERVICES

A. Task 1: Conceptual Design (30%)

The CONSULTANT will perform the following as part of the Conceptual Design task:

1. The Conceptual Design will be performed for the entire limits of Phase 1 and the Future Phases as noted in the Project Description.
2. Perform project management & administration activities as necessary to properly manage the project as described in Section II.
3. Review City design guidelines/standards, select appropriate design standards and develop a Design Criteria Matrix of all applicable design components for CITY review and confirmation as described in Section II.
4. CONSULTANT will attend a project kickoff meeting with CITY staff and project stakeholders and prepare agenda and meeting minutes as described in Section II.
5. Perform data collection through review and research of record documents, and other pertinent information related to the project.
6. Setup project design files in CADD.
7. Develop complete and accurate base map in AutoCAD Civil 3D 2023 showing all existing Right-of-Way (ROW), easements, and features identified in SUE and topographic and boundary surveys.
8. Schedule and attend a project site visit after completion of field surveys with project team and CITY staff. The Consultant shall summarize the City's comments from the field visit and submit this information to the City in writing.
9. Attend one (1) meeting with CITY and TxDOT to discuss project scope and proposed improvements.
10. The following design tasks will be performed:

EXHIBIT A SCOPE OF SERVICES

Roadway (Lone Star Parkway, Heritage Ranch Trail, FM 1417 & US HWY 82 Turn Lanes)

- a) Establish center line alignments of Lone Star Parkway and Heritage Ranch Trail
- b) Establish roadway typical sections
- c) Establish location of face of curb
- d) Establish PGL (top face of curb)
- e) Establish locations of median openings, cross streets, driveway connections, and turn lanes along Lone Star Parkway and Heritage Ranch Trail
- f) Establish location of mid-block pedestrian crossing of Planview Road
- g) Establish location of curb ramps at intersections of Lone Star Parkway & Heritage Ranch Trail. Establish location of sidewalk along school frontage on Lone Star Parkway and Heritage Ranch Trail.
- h) Establish conceptual limits of roundabout at Lone Star Parkway & Heritage Ranch Trail intersection
- i) Analyze sight triangles, turning movements, and perform fastest path calculations at Lone Star Parkway and Heritage Ranch Trail roundabout
- j) Schematic layout of pavement marking plan
- k) Establish limits of construction
- l) Cut cross-sections at 50' intervals
- m) Cut cross-sections at driveways

Drainage

- a) Incorporate hydrologic and hydraulic data from drainage study performed for the Heritage Ranch property. The H&H drainage study is being performed by others.
- b) Develop overall existing drainage area map for project limits
- c) Establish horizontal location of culvert crossings and offsite area inlets
- d) Develop overall proposed drainage area map for project limits
- e) Perform runoff calculations to determine design year flow rates for delineated drainage areas
- f) Establish horizontal location and flow line of trunk line and culvert crossings
- g) Size trunk line and culvert crossings
- h) Determine locations of manholes and junction boxes
- i) Establish schematic grading limits required for culvert crossings and offsite area inlets

Water Line

- a) Establish horizontal location and top of pipe for main
- b) Establish locations of fire hydrants, and appurtenances
- c) Establish horizontal and vertical locations of water line connections to existing line at US HWY 82
- d) Establish locations of water line stub outs along Lone Star Parkway and Heritage Ranch Trail

EXHIBIT A SCOPE OF SERVICES

Illumination (Reference Task 13)

- a) Establish locations of streetlights based on minimum spacing criteria
- 11. Review proposed improvements against existing base map of existing utilities and on-site features found during field surveys. Identify design constraints.
- 12. Prepare 30% plan sheets (22"x34" sheets) of the following sheets:
 - a) Cover Page
 - b) Sheet Index
 - c) Typical Pavement Section sheet(s)
 - d) Paving Plan and Profile sheets (1"=20')
 - e) Storm Sewer Plan and Profile sheets (1"=20') (Plan view only at 30%)
 - f) Water Line Plan and Profile sheets (1"=20') (Plan view only at 30%)
 - g) Overall Existing Drainage Area Map
 - h) Overall Proposed Drainage Area Map
 - i) Cross-sections sheets, every fifty (50) feet
 - j) Cross-sections sheets, at every driveway
- 13. Compile construction quantities and develop the conceptual opinion of probable construction cost (OPCC).
- 14. Conduct a 30% Internal QC review workshop with CONSULTANT staff to review key design concepts (proposed roadway grades, proposed cross-sections, constructability, utility issues, etc.), and revise design, as necessary.
- 15. Prepare notes to reviewer.
- 16. Prepare documents and make conceptual design submittal to CITY, CONSULTANT will submit the following:
(As described in Section II)
 - a) 30% plan set
 - b) OPCC
 - c) Design Criteria Matrix
 - d) Notes to reviewer
- 17. Prepare and transmit comment response form to CITY.
- 18. Attend conceptual design submittal review meeting with CITY to review provided comments.

B. Task 2: Preliminary Design (60%)

The CONSULTANT will perform the following as part of the Preliminary Design task:

- 1. The Preliminary Design will be performed for the entire limits of Phase 1 and the Future Phases of Heritage Ranch Parkway, including the water line, as noted in

EXHIBIT A SCOPE OF SERVICES

- the Project Description.
2. Incorporate comments made by CITY on the conceptual design submittal into the project design.
 3. Perform project management & administration activities as necessary to properly manage the project as described in Section II.
 4. The following design tasks will be performed:

Roadway

- a) Update typical sections with roadway pavement and subgrade section determined through geotechnical investigation
- b) Layout roadway signage plan
- c) Determine earthwork volumes for roadway construction
- d) Identify conflicts with existing on-site features and prepare demolition plans
- e) Finalize limits of construction and easement limits
- f) Establish geometric control, jointing plan layout, and profiles for roundabout.

Pedestrian Crossing

- a) Consultant will prepare and submit a Conceptual Layout for a pedestrian crossing with an RRFB crossing for review by the City. The layout shall include proposed locations and sizes of RRFB poles, drill shafts, conduits, push buttons, pull boxes, and battery boxes if utilized. The purpose of the Concept Design Plan is to coordinate with other proposed design elements and existing utilities. Consultant shall design one (1) RRFB crossing, additional crossings can be added for an additional fee.

- b) Prepare design plan sheet

Drainage

- a) Incorporate hydrologic and hydraulic data from drainage study performed for Heritage Ranch property. The H&H drainage study is being performed by others.
- b) Update overall proposed drainage area map & update hydrologic calculations as necessary
- c) Establish locations, sizes and flow lines for curb inlets, and laterals
- d) Select appropriate TxDOT standard headwalls and/or end treatments for culverts.
- e) Subdivide drainage areas and calculate the flow rate to each inlet
- f) Develop proposed drainage area map for subdivided drainage areas
- g) Perform hydraulic calculations for storm drain system to determine HGL. Update pipe sizing as necessary
- h) Perform hydraulic calculations for open channel/ditch to determine freeboard (if necessary)
- i) Perform hydraulic calculations for curb inlets to ensure conformance with dry

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- lane and gutter flow criteria for design year storm
- j) Determine earthwork volumes for any required grading

Water Line

- a) Revise horizontal alignment as necessary
- b) Establish the location of top of pipe
- c) Establish location appurtenances
- d) Create water line profile
- e) Check valve spacing and address as necessary
- f) Check hydrant spacing and address as necessary

Irrigation Conduit

- a) Determine locations of irrigation conduit to be installed with project
- b) Irrigation system will not be designed with this project

Phasing & Details

- a) Layout construction phasing
 - b) Develop traffic control plan
 - c) Develop narrative of suggested traffic control plan
 - d) Develop narrative of suggested sequence of construction
 - e) Select appropriate erosion control measures and develop erosion control plan
 - f) Select appropriate standard details
- 5. Identify locations of required right of way takings, and easements.
 - 6. Prepare overall exhibit identifying parcels and locations of proposed property acquisitions including right of way, water line easements, and drainage easements (if necessary).
 - 7. Update sheets provided at 30% submittal and prepare 60% plan sheets (22"x34" sheets) consisting of the following:
 - a) Cover sheet
 - b) Sheet index
 - c) General Notes Sheet(s) and Legend
 - d) Quantity breakdown sheet(s)
 - e) Project control sheet
 - f) Typical pavement section sheet(s)
 - g) SUE Plan Drawings
 - h) SUE Test Hole Sheets
 - i) Demolition sheets (1"=20')
 - j) Paving plan and profile sheets (1"=20')
 - k) US HWY 82 and FM 1417 Turn Lanes (1"=20')
 - l) Intersection grading sheets (1"=20')

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- m) Paving marking and signing sheets (1"=20')
 - n) Paving cross-sections sheets, every fifty (50) feet and cross-sections at every driveway.
 - o) Existing drainage area map & Hydrologic Calculations (Overall)
 - p) Proposed drainage area map & Hydrologic Calculations (Overall)
 - q) Proposed drainage area map & Hydrologic Calculations (Minor Areas)
 - r) Hydraulic calculation sheet (curb inlets & area inlets)
 - s) Hydraulic calculation sheet (storm drain HGL)
 - t) Storm drain plan and profile sheets (1"=20')
 - u) Culvert crossing sheets (1"=20')
 - v) Storm drain lateral sheets
 - w) Ditch/Channel Plan and Profile Sheets (if necessary) (1"=20')
 - x) Overall Water Layout (1"=100')
 - y) Water line plan and profile sheet(s) (1"=20')
 - z) Roundabout grading plan
 - aa) Roundabout jointing layout
 - bb) Pedestrian crossing RRFB sheet(s)
 - cc) Illumination sheets (1"=20')
 - dd) Construction Sequencing & Narrative sheets (1"=100')
 - ee) Traffic control & Narrative sheets (1"=100')
 - ff) Erosion control sheets (1"=50')
 - gg) City, TxDOT, and project specific detail sheets
8. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction cost (OPCC).
9. Prepare Preliminary Project Manual, including Bid Form and Special Conditions and technical specifications. CITY to provide template and front end documents, CONSULTANT to update front end documents. CONSULTANT to provide technical specifications to clearly identify the scope of work for each bid item.
10. Preliminary Design Submittal, CONSULTANT will submit the following:
- (As described in Section II)
 - a) 60% plan set
 - b) Property Acquisition Exhibit
 - c) Preliminary Project Manual
 - d) OPCC
 - e) Design Criteria Matrix
 - f) Notes to reviewer
11. Prepare and transmit comment response form to CITY.
12. Attend preliminary design submittal review meeting with CITY to review provided comments.

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C. Task 3: Pre-Final & Final Design (90% & 100%)

The CONSULTANT will perform the following as part of the Pre-Final & Final Design task:

1. The Pre-Final and Final Design will be performed for the entire limits of Phase 1 and the Future Phases of Heritage Ranch Parkway, including the water line, as noted in the Project Description.
2. Incorporate comments made by CITY on the preliminary design submittal into the project design.
3. Perform project management & administration activities as necessary to properly manage the project as described in Section II.
4. Finalize plan set (22"x34" sheets) consisting of the following:
 - a) Cover sheet
 - b) Sheet index
 - c) General Notes Sheet(s) and Legend
 - d) Quantity breakdown sheet(s)
 - e) Project control sheet
 - f) Typical pavement section sheet(s)
 - g) SUE Plan Drawings
 - h) SUE Test Hole Sheets
 - i) Demolition sheets (1"=20')
 - j) Paving plan and profile sheets (1"=20')
 - k) US HWY 82 and FM 1417 Turn Lanes (1"=20')
 - l) Intersection grading sheets (1"=20')
 - m) Paving marking and signing sheets (1"=20')
 - n) Paving cross-sections sheets, every fifty (50) feet and cross-sections at every driveway.
 - o) Existing drainage area map & Hydrologic Calculations (Overall)
 - p) Proposed drainage area map & Hydrologic Calculations (Overall)
 - q) Proposed drainage area map & Hydrologic Calculations (Minor Areas)
 - r) Hydraulic calculation sheet (curb inlets & area inlets)
 - s) Hydraulic calculation sheet (storm drain HGL)
 - t) Storm drain plan and profile sheets (1"=20')
 - u) Culvert crossing sheets (1"=20')
 - v) Storm drain lateral sheets
 - w) Ditch/Channel Plan and Profile Sheets (if necessary) (1"=20')
 - x) Overall Water Layout (1"=100')
 - y) Water line plan and profile sheet(s) (1"=20')
 - z) Roundabout grading plan
 - aa) Roundabout jointing layout

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- bb) Pedestrian crossing RRFB sheet(s)
 - cc) Illumination sheets (1"=20')
 - dd) Construction Sequencing & Narrative sheets (1"=100')
 - ee) Traffic control & Narrative sheets (1"=100')
 - ff) Erosion control sheets (1"=50')
 - gg) City, TxDOT, and project specific detail sheets
5. Finalize locations of right of way takings and easements. Prepare separate instrument documents (Reference Task 6B). It is assumed that property acquisition will commence after completion of the preliminary design phase.
 6. Prepare detailed opinion of probable construct cost based on current unit prices from the proposal of authorized construction, which shall include summaries of bid items and quantities on the unit price system of bidding, wherever practical.
 7. When required by the nature of the project, the Consultant shall provide necessary exhibits and attend a public meeting with the City.
 8. Prepare documents and make pre-final design submittal to CITY, CONSULTANT will submit the following:
(As described in Section II)
 - a) 90% plan set
 - b) Final Separate Instruments for Property Acquisition
 - c) Project Manual
 - d) OPCC
 - e) Notes to reviewer
 9. Upon completion of pre-final design review by CITY, CONSULTANT will incorporate any comments received into bid documents and finalize bid documents.
 10. Final Design Submittal, CONSULTANT will submit the following:
(As described in Section II)
 - a) 100% Plan Set (Signed and Sealed)
 - b) Project Manual (Signed and Sealed)
 - c) Final OPCC
 - d) Notes to reviewer
 11. It is assumed the CONSULTANT will receive no further comments on bid documents after this submittal.
 12. Upon completion of the 90% design submittal, the Consultant shall furnish to the City up to four (4) additional copies and a pdf of the construction drawings to be forwarded to the utility companies. Plans for Utility review to be stamped plans adequate for utility relocations.

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13. Upon completion of the final design review by CITY, the Consultant shall furnish to the City, where required by the circumstances of the assignment, the engineering data, construction plans, completed forms, and reports necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid or for planning advances not included in Basic Engineering Services).

D. Task 4: Bid Phase Services

The CONSULTANT will perform the following as part of the Bid Phase Services task:

It is understood that tasks will only be performed for one bid package.

1. Furnish to the City all necessary copies of approved Construction Contract Documents needed for competitive bidding (plans, specifications, notice to bidders, proposals, etc.). All sets of Construction Contract Documents in excess of eight (8) copies are to be paid for separately as provided hereinafter.
2. Assist the City in the advertisement of the Project for competitive bids.
3. Assist the City with any Pre-Bidders meetings and attend.
4. Prepare addenda as appropriate to interpret, clarify, or expand the Bid Documents.
5. Assist the City in the opening and tabulation of bids for construction of the Project.
6. Prepare a written summary of the bid tabulation and evaluation together with a letter addressing the award of the construction contract.
7. Prepare conformance documents of formal Construction Contract Documents, provide four (4) copies of contracts to be executed by the contractor, and coordinate their execution by the respective parties.
8. The Consultant shall not be required to guarantee the accuracy of the final design Cost of Construction but may be required to provide additional services at no cost to the City if bids for the Project exceed the fixed budget limit for the Construction Cost as provided in Article 3.

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E. Task 5: Construction Phase Services

The CONSULTANT will perform the following as part of the Construction Phase Services task:

It is understood that tasks will only be performed for one construction package.

1. Conformed Document submittal:
 - a) Update the Bid Documents (plans and Project Manual) to incorporate bid addenda items.
 - b) Print up to ten (10) sets of 11"x17" plans and Project Manuals for issuance at the Pre-Construction Conference.
 - c) Package and submit CAD base files upon request.
2. Site Visits upon request. For the purposes of this scope of work, ten (10) site visits are included.
3. *Pre-Construction Meeting.* Attend Pre-Construction Meeting(s) prior to commencement of Work at the Site.
4. *Requests for information.* Coordinate with CONSULTANT and issue clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City.
5. *Change Orders.* Recommend Change Orders to City, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor. Task includes preparing plan sheet revisions.
6. *Shop Drawings, Samples, and Submittals.* Review and approve or take other appropriate action in respect to Shop Drawings, Samples, Submittals and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Effort for this task will be shared between the CITY and CONSULTANT. The CONSULTANT assumes 40 hours of effort will be required.
7. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

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8. *Disagreements between City and Contractor.* As necessary, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
9. *Limitation of Responsibilities.* Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

It is understood that the following tasks will be performed by the CITY during the construction phase:

- Process pay applications
- Construction observation and inspection

IV. TASK SUMMARY, SPECIAL SERVICES

The following services are authorized by the CITY to be performed as part of this scope of services:

A. Task 6: Survey

The CONSULTANT will perform the following as part of the task:
Limits for each task are shown in Exhibit H.

Task 6a: Boundary & Design Topographic Survey

Boundary Verification/Mapping

- a. Establish horizontal control points as needed throughout the project. The basis of bearings will be the Texas Coordinate System of 1983 (North Central Zone; NAD83 (2011) Epoch 2010).
- b. Title research and deeds obtained of the subject property and the adjoining property owners.
- c. A Deed Sketch will be prepared.
- d. A thorough investigation of boundary markers/corners will be made on the subject property and the adjoining property.
- e. A boundary analysis of the property will be made by a Registered Professional Land Surveyor.
- f. A final Property base will be prepared.

Supplemental Design Topo

- a. Establish horizontal control points as needed throughout the project. The basis of bearings will be the Texas Coordinate System of 1983 (North Central Zone;

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NAD83 (2011) Epoch 2010).

- b. Establish vertical benchmarks as needed throughout the project.
- c. The visible improvements such as curbs, walks, fences, buildings, signs, etc. will be located and shown on the survey.
- d. Elevations obtained to adjacent centerline of paving on all streets adjoining the property along with 50' outside of survey limits where accessible.
- e. Visible utilities such as power poles, manholes and valves etc. will be located along with the top of water valve nut elevations and invert elevations for Sanitary Sewer and Storm sewer.
- f. The property lines identified by the boundary verification will be incorporated into the topo.

Limited Spot Verification of LiDAR Topo

- a. Establish horizontal control points as needed throughout the project. The basis of bearings will be the Texas Coordinate System of 1983 (North Central Zone; NAD83 (2011) Epoch 2010).
- b. Locate and verify control provided By Underwood Surveying.
- c. Within Proposed Heritage Ranch R.O.W. and excluding ponds acquire miscellaneous Spot Ground Topo natural ground shots where accessible to compare and verify Lidar Topo provided by others.
- d. Full Topo of three (3) creek crossings that intersect the proposed right-of-way.

Horizontal control will be based upon the control used on previous survey completed on site by Underwood Surveying. Control set with previous survey will be tied to in order to ensure compatibility with surveys performed with this project.

Task 6b: Separate Instrument Exhibits (If Required)

- a. Title research and deeds obtained of the subject property and the adjoining property owners.
- b. A thorough investigation of boundary markers/corners will be made on the subject property and the adjoining property.
- c. A boundary analysis of the property will be made by a Registered Professional Land Surveyor.
- d. 5/8" iron rods with plastic caps "TNP" will be set for property corners where or when necessary.
- e. A metes and bounds description will be prepared, signed and sealed by a Registered Professional Land Surveyor.
- f. A survey sketch will be prepared and signed/sealed by a Registered Professional Land Surveyor.
- g. For this scope of services, up to 10 easement/right-of-way documents are assumed.

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Task 6c: Full Design Topo (If Required)

The following task will only be completed upon written authorization by the CITY. Limits are shown in Exhibit G.

- a. Establish horizontal control points as needed throughout the project. The basis of bearings will be the Texas Coordinate System of 1983 (North Central Zone; NAD83 (2011) Epoch 2010).
- b. Establish vertical benchmarks as needed throughout the project.
- c. The visible improvements such as curbs, walks, fences, buildings, signs, etc. will be located and shown on the survey.
- d. Elevations obtained to adjacent centerline of paving on all streets adjoining the property along with 50' outside of survey limits where accessible.
- e. Visible utilities such as power poles, manholes and valves etc. will be located along with the top of water valve nut elevations and invert elevations for Sanitary Sewer and Storm sewer.
- f. The limits of survey will be from proposed right-of-way to proposed right-of-way as defined by the engineer.
- g. The property lines identified by the boundary verification will be incorporated into the topo.

B. Task 7: Quality Level 'B/C/D' SUE

The CONSULTANT will perform the following as part of the task:

Quality Level B through D Utility Information & Designation - CONSULTANT will provide utility information, up to QL-B for utilities, no storm drain will be included, for the following areas:

- a. Heritage Ranch Trail from FM 1417 to Lone Star Parkway approximately 3,540 feet.
- b. Lone Star Parkway from US HWY 82 North Frontage Road to approximately 2,930 feet north.
- c. Acceleration and Deceleration Lanes for US HWY 82 Frontage Road approximately 3,000 feet.

There is telephone, OH electric, OH fiber, sewer, and gas pipelines within the project limits.

CONSULTANT will Provide Subsurface Utility Engineering (SUE) to Quality Level D, C, B, as described below. The SUE shall be performed in accordance with CI/ASCE 38-22 along the project limits.

Quality Level D

- a. Conduct appropriate investigations (e.g., owner records, County/CITY records, personal interviews, visual inspections, etc.), to help identify utility owners that may have facilities within the project limits or that may be affected by the project.

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- b. Collect applicable records (e.g., utility owner base maps, “as built” or record drawings, permit records, field notes, geographic information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.
- c. Review records for: evidence or indication of additional available records; duplicate or conflicting information; need for clarification.
- d. Develop SUE plan sheets and transfer information on all involved utilities to appropriate design plan sheets, electronic files, and/or other documents as required. Exercise professional judgment to resolve conflicting information. For information depicted, indicate: utility type and ownership; date of depiction; quality level(s); end points of any utility data; line status (e.g., active, abandoned, out of service); line size and condition; number of jointly buried cables; and encasement.

Quality Level C (includes tasks as described for Quality Level D)

- a. Identify surface features, from project topographic data and from field observations, that are surface appurtenances of subsurface utilities.
- b. Include survey and correlation of aerial or ground-mounted utility facilities in Quality Level C tasks.
- c. Survey surface features of subsurface utility facilities or systems, if such features have not already been surveyed by a professional surveyor. If previously surveyed, check survey data for accuracy and completeness.
- d. The survey shall also include (in addition to subsurface utility features visible at the ground surface): determination of invert elevations of any manholes and vaults; sketches showing interior dimensions and line connections of such manholes and vaults; any surface markings denoting subsurface utilities, furnished by utility owners for design purposes.
- e. Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.
- f. Update (or prepare) plan sheets, electronic files, and/or other documents to reflect the integration of Quality Level D and Quality Level C information.
- g. Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.
- h. Provide Quality Level C to identify overhead utilities on the project and provide the overhead utility information on the SUE plan sheets.

Quality Level B (includes tasks as described for Quality Level C)

- a. Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the project limits, and/or to trace a particular utility line or system.
- b. Based on an interpretation of data, mark the indications of utilities on the ground surface for subsequent survey. Utilize paint or other method acceptable for marking of lines.
- c. Unless otherwise directed, mark centerline of single-conduit lines, and outside edges of multi-conduit systems.

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- d. Resolve differences between designated utilities and utility records and surveyed appurtenances.
- e. Recommend additional measures to resolve differences if they still exist. Recommendations may include additional or different surface geophysical methods, exploratory excavation, or upgrade to Quality Level A data.
- f. As an alternative to the physical marking of lines, the CONSULTANT may, with CITY's approval, utilize other means of data collection, storage, retrieval, and reduction, that enables the correlation of surface geophysical data to the project's survey control.

Deliverable

SUE plan drawings sealed by a professional engineer registered in the State of Texas.

C. Task 8: Quality Level 'A' SUE

The CONSULTANT will perform the following as part of the task:

- a. Expose and locate utilities at specific locations.
- b. Tie horizontal and vertical location of utility to survey control.
- c. Provide utility size and configuration.
- d. Provide paving thickness and type, where applicable.
- e. Provide general soil type and site conditions and such other pertinent information as is reasonably ascertainable from each test hole site.
- f. Traffic Control is not included in the price per test hole. A traffic control vendor pricing can be added to the contract at the owner's discretion and is expected to be approximately \$2,000 per day.

Up to Fourteen (14) Level A test holes are included.

Deliverable

SUE Test Hole Sheets sealed by a professional engineer registered in the State of Texas.

D. Task 9: Utility Coordination

The CONSULTANT will perform the following as part of the task:

- a. Work Plan. Coordinate a work plan including a list of the proposed meetings and coordination activities, and related tasks to be performed, a schedule and an estimate. The work plan must satisfy the requirements of the project and must be approved by the City prior to commencing work.
 - i. Initial Project Meeting. Attend an initial meeting and an on-site inspection (when appropriate) to ensure familiarity with existing conditions, project requirements and prepare a written report of the meeting.
- b. Determine Utility Conflicts. The CONSULTANT shall obtain information on existing utilities from utility owners and shall conduct investigations to identify and evaluate all known existing and proposed utilities. The CONSULTANT

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shall identify potential conflicts and attempt to minimize the potential adverse utility impacts in the preparation of the schematic design. The CONSULTANT shall prepare a base map depicting the utility locations. The CONSULTANT shall create and update a utility conflict log along with a utility conflict exhibit at each submittal of the contract identifying potential known conflicts. The format of the log and exhibit must be consistent with the latest version of examples provided by the CITY. The utility conflict log will include a phone log and correspondence with all utility owners.

- c. Provide Plans to Utility Companies – The CONSULTANT will send adequate plans to utility companies for utility relocation design. Roadway design plans provided by others.
- d. Provide Relocation Schedules to Franchise Utilities – The CONSULTANT will provide schedules for utility relocations.
- e. Twelve (12) months of communications with the CITY on Utility Coordination, Design, and Relocation. This will take the form of emails, telephone calls, and Teams meetings.
- f. Six months Utility Coordination
 - i. Six (6) utility coordination meetings and minutes. Progress Meetings. The Utility Coordinator shall implement a schedule of periodic meetings with each utility company and owner or owner's representatives for coordination purposes. Such meetings shall commence as early as possible in the coordination process and shall continue for the first six (6) months of the project. The Utility Coordinator shall notify the City at least two (2) business days in advance of each meeting to allow the City the opportunity to participate in the meeting. The Utility Coordinator shall provide and produce meeting minutes of all meetings with said utility companies, owners or owners' representatives within seven (7) business days. The frequency of such meetings shall be appropriate to the matters under discussion with each utility owner.
 - ii. Coordination with each utility company. This will be in the form of emails and telephone calls.
- g. Three (3) months utility relocation designs – It is estimated that there are three (3) franchise utilities and there are approximately seven (7) gas/petroleum pipelines.
 - i. Three (3) utility design meetings and minutes. Progress Meetings for all utilities. The Utility Coordinator shall implement a schedule of periodic meetings with each utility company and owner or owner's representatives for design coordination purposes. Such meetings shall commence in the design process. The Utility Coordinator shall notify the City at least two (2) business days in advance of each meeting to allow the City the opportunity to participate in the meeting. The Utility Coordinator shall provide and produce meeting minutes of all meetings with said utility companies, owners or owners' representatives within seven (7) business days. The frequency of such meetings shall be appropriate to the matters under discussion with each utility owner.

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- ii. Individual Utility Company meetings and minutes. Three (3) franchise utility companies each month.
- iii. Individual Utility Company communications with utility companies through telephone calls and emails. Three (3) franchise utility companies each month and seven (7) pipelines.
- h. Three months utility relocations
 - i. Communications. Telephone calls, emails, and Teams meetings to respond to relocation topics.
 - ii. Field Meetings with Franchise Utilities – Up to Two (2) meetings with each Franchise Utility per month.

Note: City will coordinate with TxDOT. No RULIS permits will be required under this contract.

DELIVERABLES

- a. Utility Contact List
- b. Utility Conflict Log
- c. Phone Log
- d. Correspondence with utilities

E. Task 10: Geotechnical (via sub-consultant)

The CONSULTANT will perform the following through a sub-consultant as part of the task:

Task 10a: Geotechnical Engineering (via sub-consultant)

- a. The Engineering Design Manual of the City of Sherman Engineering Department (draft version September 1, 2023; Section 3 Pavement and Subgrade Design Requirements) is used in this scope of work.
- b. According to the criteria outlined in Section 3.2 Existing Surface/Subsurface Investigation of the Sherman Engineering Design Manual, the borings will be located at about 500-foot intervals within the proposed roadway alignments at accessible locations. A total of 16 borings to depths of about 20 (for the pavements and pond) to 40 feet (for the culverts and pond) below the existing grade is planned for the roadway improvements (locations shown in Exhibit G).
- c. The soil borings consist of eleven (10) borings drilled to a depth of 20 feet below existing grade along the proposed roadways and Lone Star Parkway. Five (5) borings will be drilled to a depth of about 40 feet along the proposed culvert crossing areas and by the existing pond near the intersection of Lone Star Parkway and US Highway 82. One (1) boring will be drilled to a depth of about 20 feet at the downhill of the existing pond near the intersection of Lone Star Parkway and US Highway 82. The borings will be extended to the proposed depths below the existing grade unless auger refusal causes them to be terminated at a shallow depth. Bulk samples will also be obtained along the selected boring locations.
- d. The borings along the roadway will be drilled within the Right-of-Way (ROW)

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and we will obtain permits from the City of Sherman to drill borings along the City's ROW. Traffic control is included in the scope. The client will coordinate with the City of Sherman and TxDOT as necessary to provide permits and site access to the proposed boring locations. Grading plans are not available, and we assume that final grades are within 2 feet of the existing grade. ECS did not visit the site prior to preparing this proposal. Based on Google Earth aerial imagery, most of the proposed boring locations appears to need to be accessed with an ATV-mounted drill rig. The proposed roadway improvements also appeared to be covered with trees and will require tree clearing for site access. Tree clearing is not included in the scope and should be coordinated/provided by others. Additional site visits and mobilization will be at an additional cost, as approved by the Client.

- e. Representative soil samples will be obtained by means of the split-barrel and Shelby tube sampling procedures in accordance with ASTM Specifications D-1586 and D-1587, respectively. Texas Cone Penetrometer tests will be performed to evaluate the load-carrying capacity of the bedrock encountered in the borings. These tests will be performed in general accordance with test method Tex-132-E in the Texas Department of Transportation (TxDOT) Manual of Testing Procedures. Bulk samples will also be obtained along the selected boring locations. Groundwater levels will be measured during drilling and at the completion of each boring.
- f. Our field exploration will be performed during normal business hours. Surveying the boring locations or clearing vegetation to provide access paths to the boring locations are not included in our proposal. Site and tree clearing will be necessary to access some of the boring locations. It is anticipated that the client will coordinate to have the trees cleared to provide us with access to the boring location.
- g. Our integrated services will include drilling soil borings by drill crews under our direct supervision, laboratory testing, and the preparation of a final geotechnical engineering report. The laboratory testing will include moisture content, Atterberg limits, gradation, swell tests, soluble sulfate, Lime/pH series, standard Proctor, CBR tests, and triaxial tests. The report will include the following items:
 - 1. Observations from our site reconnaissance include current site conditions, surface drainage features, and surface topographic conditions.
 - 2. A review of the published soil and geologic conditions and their relevance to your planned development.
 - 3. A subsurface characterization and a description of the field exploration and laboratory tests performed. Groundwater concerns relative to the planned construction, if any, will be summarized.
 - 4. Final logs of the soil borings and records of the field exploration in accordance with the standard practice of geotechnical engineers, and the results of the laboratory tests will be noted on the final boring logs or included on a separate test report sheet.

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5. Provide recommendations for the preparation of pavement subgrades and suggested pavement sections per the City of Sherman guidelines for Minor Arterial and Commercial Collector Roadways. The traffic data (ADT, % truck, truck type, growth rate, and/or ESALs) used for the pavement design will be provided by the Client/City or others.
6. Geotechnical design parameters for culvert foundation system, including allowable bearing and lateral earth pressures.
7. Compaction requirements and suitable material guidelines for grading the site, as well as construction considerations relating to the pavements, culvert and site work.
8. Global stability analysis and geotechnical design parameters for one section of the existing detention pond.
9. As requested, we will provide additional consultation and engineering analysis on other aspects related to the project site and subsurface conditions according to our unit rates.

Task 10b: Site Clearing for Geotechnical Borings (If Required)

It is understood that to access several of the proposed boring locations within the right of way, site/tree clearing may be necessary. If necessary and the City authorizes, this service can be provided in order to access proposed boring locations shown in Exhibit H.

F. Task 11: Environmental Services (via sub-consultant)

The CONSULTANT will perform the following through a sub-consultant as part of the task, project site boundaries are shown in EXHIBIT H:

Task 11a: Archeological Survey and Agency Coordination

To comply with the ACT, CONSULTANT will provide the following services:

- a. Obtain a Texas Antiquities Permit from the THC to conduct the survey;
- b. Complete a full, intensive pedestrian survey to document archeological sites 50 years or older within the project area that meets the current THC's survey standards adopted on 17 April 2020;
- c. Make preliminary determinations of eligibility for inclusion in the NRHP or as a State Antiquities Landmark (SAL) for one archeological site encountered;
- d. Analyze any artifacts recorded and/or collected for one archeological site (if applicable);
- e. Complete and submitting State of Texas Archeological Site Data Forms to the Texas Archeological Research Laboratory (TARL) for one newly recorded archeological site encountered within the project area and obtain site trinomial identification numbers;
- f. Perform deed title or archival research for one archeological site;
- g. Draft a technical report that documents the archeological background review, survey methods, survey results, any necessary NRHP eligibility assessment, and recommendations; and
- h. Conduct all necessary coordination with the THC to obtain agency comment.

EXHIBIT A SCOPE OF SERVICES

Task 11b: Additional Archeological Site Recording (If Required)

It is assumed that one archeological site will be encountered during Task 1. If more than one site is encountered, this task will be invoiced on a per site basis.

When applicable, archeological sites will be delineated through the excavation of additional shovel tests, conducted in 50 foot intervals to assess the horizontal extent and characterize the depth and artifact content of archeological deposits. Delineation testing will be conducted within the project area until two consecutive negative shovel tests, the project limits, or a topographic boundary is encountered in each cardinal direction. Negative excavations, the distribution of surficial artifacts/features, distinct topographic features, and/or the project extent will delimit the boundary of each site. For the purposes of this survey, an archeological site will be defined as five or more surface artifacts within a 35 foot radius, a cultural feature observed on the surface or exposed within an excavation, a positive excavation containing two or more subsurface artifacts, or two or more positive excavations located within 100 feet of each other. All newly documented sites will be assigned a temporary field number and recorded on State of Texas site forms, photographed, sketch mapped, and plotted on the U.S. Geological Survey (USGS) topographic quadrangle.

All newly documented sites will be assigned a temporary field number and recorded on State of Texas site forms, photographed, sketch mapped, and plotted on the USGS topographic quadrangle. A scaled map will be prepared for each identified archeological site, and each site will be plotted on the appropriate 7.5-minute USGS topographic map. The data from any encountered site recorded in the field will be processed to determine site significance and potential eligibility as a SAL or listing on the NRHP. A variety of data will be used to assess site significance including date(s), artifact density, artifact variety, feature density, feature variety, feature preservation, stratigraphic integrity, and amount of disturbance. Completed site forms will be submitted to the Texas Archeological Research Laboratory for assignment of a formal state trinomial number. The archeological site will be documented within the technical report to CTA standards.

1 additional site is assumed under this agreement.

Task 11c: Deed Title and Archival Research (If Required)

If more than one historic period (greater than 50 years in age) residential sites are encountered during the survey, additional deed title and/or archival research may be required to determine if the site was associated with any historically significant individuals or historical events that would qualify the site for NRHP eligibility under Criteria A and B. If required, CONSULTANT will prepare a deed chain- of-title table that details the grantor, grantee, date, and deed record volume and page for each property transfer from current to land patent.

1 additional site is assumed under this agreement.

EXHIBIT A SCOPE OF SERVICES

Task 11d: Waters of the United States Delineation

Will provide professional services to delineate all waters of the United States, including wetlands, within the project site. CONSULTANT's wetland ecologist will delineate the jurisdictional limits of the streams based on 33 Code of Federal Regulations (CFR) 328.3[e] and delineate the jurisdictional limits of any wetlands based on the 1987 USACE Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0), and any current Regulatory Guidance Letters. The boundaries of all of these water features identified in the field will be recorded with a Global Positioning System (GPS) that is capable of sub-meter accuracy. After the delineation is completed, CONSULTANT will digitize these waters of the United States for use by the client for planning, impact calculation, and illustration purposes. This delineation will be provided to the engineer/client for inclusion in their engineering plans to avoid and minimize impacts to waters of the United States (if any are present on the site). The deliverable for this task is a delineation report that includes methods, results, and conclusions, along with the necessary data forms, photographs, maps, and a delineation map. The conclusion of this report will detail why any water features on the site are or are not considered waters of the United States.

Task 11e: Section 404/Nationwide Permit Assessment

CONSULTANT will utilize a previously conducted delineation to evaluate the proposed site plan to determine compliance with Section 404 of the CWA, specifically the NWP program. CONSULTANT will evaluate the proposed project and what impacts the project has in waters of the United States to determine the USACE's scope and type of permit necessary for the impacts. Next CONSULTANT will document the NWP terms and conditions, General Conditions, and Fort Worth District Regional Conditions for the applicable permit. Finally, CONSULTANT will document how the proposed project complies with each of these conditions. CONSULTANT will summarize the delineation, impact assessment, permit conditions, and compliance in a brief letter report.

G. Task 12: Illumination Design (via sub-consultant)

The CONSULTANT will perform the following through a sub-consultant as part of the task for the following limits:

Lone Star Parkway: From the US 82 westbound frontage road, north approximately 1,450 feet to Heritage Ranch Trail.

Limits of design are shown in Exhibit H

GENERAL REQUIREMENTS

- a) Specific design requirements shall be obtained from the City of Sherman Engineering Design Standards, or TxDOT if the City of Sherman standards do not address specific needs.

EXHIBIT A SCOPE OF SERVICES

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- b) Each time the CONSULTANT submits plans and/or specifications to CLIENT, one (1) PDF copy of each shall be submitted, unless otherwise instructed. These shall be reviewed and checked by CLIENT and returned to CONSULTANT for corrections. When the corrected copies of the plans and specifications are returned to CLIENT, the original and reviewed plans and specifications shall also be returned to CLIENT. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated.
 - c) Data Collection –
 - i. Engineer will gather data from the City of Sherman on the proposed/existing roadway section (electronic CAD format) for the proposed roadway reconstruction project. This data will include existing survey files, proposed roadway files including paving, cross sections, plans and profiles and bridge layouts, and existing and proposed right-of-way and utility files.
 - d) Engineer will conduct a field visit to photograph key features and to identify any possible utility and other conflicts associated with illumination pole locations.

COORDINATION WITH AGENCIES

- a) CONSULTANT will conduct a design concept meeting with the CITY to determine their requirements and guidelines regarding illumination design. This meeting may be held via teleconference or in person, as requested.

PRELIMINARY DESIGN PLANS

- a) Design – At such time as the CONSULTANT is directed by the CITY, the CONSULTANT shall prepare and submit one (1) electronic PDF set of Preliminary Design Plans for review on 11" x 17" sheets. At the time of submittal of the Preliminary Design Plans, any supporting studies and/or calculations shall be submitted for review by the CITY. Preliminary Design Plans must be approved by the CITY prior to the CONSULTANT commencing with the preparation of Final Design Plans. Upon approval of the Preliminary Design Plans, the CONSULTANT will provide the CITY with the approved plans in pdf format and revised schedule for completion of the project. Preliminary Design Plans will be prepared by following the steps described below:
- b) Review AASHTO requirements to assign a roadway classification and to determine light level requirements. Perform light level calculations using AGI design software to determine pole spacing. The roadway will be analyzed for pole spacing using City of Sherman lighting pole and luminaire standards.
- c) Review clearance requirements to assess the need for guard rails as needed.
- d) Review applicable National Electric Code provisions and requirements.
- e) Coordinate with the appropriate utility companies to identify service locations, types, and standards for roadway lighting.
- f) Perform voltage drop calculations to determine electrical conductor size and grounding conductors.
- g) Review conduit fill and design conduit size.

EXHIBIT A SCOPE OF SERVICES

- h) Design electrical services including electrical service data, breaker size, and service entrance conductors.
- i) CONSULTANT will prepare preliminary illumination plans (60% and 95%) for review by the CITY. The roadway illumination plans will show pole foundation locations, conduits, ground boxes, underpass fixtures and elevations, electrical service data sheet, power source locations, and conductor charts.
- j) Construction Estimate - At the time of submittal of the Preliminary Design Plans, the Consultant shall prepare an estimate of construction quantities and develop preliminary opinion of probable construction cost.

FINAL DESIGN / CONSTRUCTION PLANS

- a) At such time as the CONSULTANT is directed by the CLIENT, the CONSULTANT shall prepare Final Design / Construction Plans. Final Design Plans shall be consistent with the content and format of the Preliminary Design Plans and, in addition, shall include the following:
 - i. General Notes – Construction General Notes shall be compiled and inserted in the plans.
 - ii. Quantity Summary Sheets – Quantities shall be compiled and summarized in a tabular format with the description of the items matching that of the TxDOT bid items.
 - iii. Details and Standards – Appropriate details and standards shall be compiled and inserted into the plans following the section in which the detail or standard is applied.
 - iv. Special Specifications, if applicable.
- b) Construction Estimate - The Consultant shall develop and submit a final opinion of probable construction cost.
- c) Construction Administration – These services are intended to assist the City/Client in administering the contract for construction and assisting the City/Client in responding to the events that occur during construction. The Consultant shall provide Construction Administration Services as defined below.
- d) Review of Shop Drawings, Samples and Submittals If requested, shop drawings, samples and other submittals for conformance with the design concept and general compliance with the requirements of the contract for construction.
- e) Requests for Information – The CONSULTANT will review the CITY's requests for information or clarification of the contract for construction. The CONSULTANT will coordinate and issue responses to requests to the CITY.
- f) Completion Of Record Documents – The CONSULTANT shall prepare construction Record Documents based on information received from the Construction Contractor within thirty (30) days of substantial completion of construction and provide to the Client.

EXHIBIT A SCOPE OF SERVICES

H. Task 13: TAS Plan Review & Inspection (via sub-consultant)

The CONSULTANT will perform the following through a sub-consultant as part of the task:

- a) Review all plan documents in accordance with the rules of the Texas Department of Licensing and Regulation (TDLR). Review will be completed by a Registered Accessibility Specialist.
- b) A final inspection of new construction or altered space will be performed within one year of completion to verify the requirements of the Texas Accessibility Standards have been met.
- c) The Consultant will register the project with TDLR.

It is understood that review and inspection will be performed for 1 bid package.

V. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

A. Additional Services not included in the existing Scope of Services – City and Consultant agree the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

- a. Preparation of applications and supporting documents for government grants or planning advances for public works projects.
- b. Tree survey's or preparation of tree mitigation plans
- c. Construction staking
- d. Additional survey beyond what is shown in "Exhibit G"
- e. Property acquisition coordination
- f. Attendance to meetings in addition to tasks outlined in Exhibit 'A'
- g. Bid phase services for Phase 2 improvements and in addition to tasks outlined in Exhibit 'A'
- h. Construction phase services for Phase 2 improvements and in addition to tasks outlined in Exhibit 'A'
- i. Sewer studies and modeling
- j. Gas and franchise utility design
- k. Landscape architecture design
- l. Irrigation design
- m. Structural design
- n. Traffic signal phasing, signal timing, signal warrant analysis
- o. Traffic Signal Design
- p. Public art design
- q. H&H study (being performed by the Heritage Ranch developer)

EXHIBIT B PROJECT BUDGET SUMMARY

I. Basic Services

Task 1: Conceptual Design (30%) (Expected Completion: 5/30/24)*	\$225,000.00 (Lump Sum)
Task 2: Preliminary Design (60%) (Expected Completion: 10/3/24)*	\$250,000.00 (Lump Sum)
Task 3 - Pre-Final & Final Design (90% & 100%) (Expected Completion: 2/13/25)*	\$150,000.00 (Lump Sum)
Task 4 - Bid Phase Services (Expected Completion: 3/27/25)*	\$9,000.00 (Lump Sum)
Task 5 - Construction Phase Services	\$50,000.00 (Hourly, NTE)

Total Basic Services	\$684,000.00
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II. Special Services

Task 6: Survey	
Task 6a: Boundary & Design Topographic Survey	\$50,500.00 (Lump Sum)
Task 6b: Separate Instrument Exhibits (if required) (10 @ \$2,500.00 each)	\$25,000.00 (Lump Sum)
Task 6c: Full Design Topo (if required)	\$40,000.00 (Lump Sum)
Task 7: QL 'B/C/D' SUE	\$29,600.00 (Hourly, NTE)
Task 8: QL 'A' SUE (14 @ \$2,850.00 each)	\$39,900.00 (Lump Sum)
Task 9: Utility Coordination	\$68,300.00 (Hourly, NTE)
Task 10: Geotechnical (via sub-consultant)	
Task 10a: Geotechnical Engineering	\$64,350.00 (Lump Sum)
Task 10b: Site Clearing for Geotechnical Borings (if required)	\$4,400.00 (Lump Sum)
Task 11: Environmental Services (via sub-consultant)	
Task 11a: Archeological Survey and Agency Coordination	\$23,820.00 (Lump Sum)
Task 11b: Additional Archeological Site Recording (if required) (1 @ \$2,750.00 each)	\$2,750.00 (Lump Sum)
Task 11c: Deed Title and Archival Research (if required) (1 @ \$2,750.00 each)	\$2,750.00 (Lump Sum)
Task 11d: Waters of the United States Delineation	\$4,180.00 (Lump Sum)
Task 11e: Section 404/Nationwide Permit Assessment	\$1,650.00 (Lump Sum)
Task 12: Illumination Design (via sub-consultant)	\$26,960.00 (Lump Sum)
Task 13: TAS Plan Review & Inspection (via sub-consultant)	\$2,200.00 (Lump Sum)
Direct Cost (3%)	\$28,100.00 (Lump Sum)

Total Authorized Special Services	\$414,460.00
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Project Budget, Grand Total (Not-To-Exceed)	\$1,098,460.00
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*Completion schedule is based on a January 2024 Notice to Proceed

EXHIBIT C

GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

- A. Files shall be done in DWG/DXF format.
- B. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83 Grid.
- C. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.
- D. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.
- E. The file shall contain required features for the project type as detailed below:
 - a. Pre-Construction/As-Built Plans and/or Record Documents:
 - i. Layers from Final Plat Requirements as Applicable to Project Type.
 - ii. Water Utility Features.
 - iii. Sanitary Sewer Features.
 - iv. Storm Sewer Features.
- F. Each required feature group should be provided as a separate layer within the file.
- G. Layer names should be representative of the information contained in the layer.
- H. Line work should be done per accepted industry norms.

Text should not be smaller than 0.08" on a full size sheet, and should be a font such as Simplex, Calibri, or Arial.

EXHIBIT D
**CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND
ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES**

- I. **CONSULTANT'S RESPONSIBILITY**. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment(s) for services; however, this shall not be City's sole and exclusive remedy for said over-payment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

- A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

- B. **Supplies. Material. Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.
- C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

- E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

- A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

- A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.
- B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

I. GENERAL INSURANCE REQUIREMENTS –

- A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.
- B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.
- C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and policy endorsement(s) evidencing the required insurance shall be submitted prior to execution of the Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and policy endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage(s) is required for this Agreement.

Coverage Required		Limits
<u> X </u>	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
<u> X </u>	2. General Liability	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate
<u> </u>	3. XCU Coverage	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

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- | | | | |
|---------------|-----|---|--|
| <u> X </u> | 4. | Professional Liability | <ul style="list-style-type: none">▪ Minimum \$1,000,000.00 each claim;▪ Minimum \$2,000,000.00 in the aggregate |
| <u> X </u> | 5. | Umbrella Coverage of Excess Liability Coverage | <ul style="list-style-type: none">▪ An amount of \$2,000,000.00▪ Minimum \$2,000,000.00 in the aggregate |
| <u> X </u> | 6. | City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess. | |
| <u> X </u> | 7. | General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance. | |
| <u> X </u> | 8. | Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates. | |
| <u> X </u> | 9. | Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s). | |
| <u> X </u> | 10. | The Certificate of Insurance must state the project title and bid number. | |
| <u> </u> | 11. | Other Insurance Requirements (State Below): | |

EXHIBIT F
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed.		
_____ Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7		
Signature of vendor doing business with the governmental entity		Date

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021

EXHIBIT G RATE SCHEDULE

Teague Nall and Perkins, Inc.
2023 Standard Hourly Rates
Effective January 1, 2023

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Principal or Director	\$290
Team Leader	\$275
Senior Project Manager	\$270
Project Manager	\$230
Senior Engineer	\$280
Project Engineer	\$180
Senior Structural Engineer	\$285
Structural Engineer	\$200
Engineer III/IV	\$160
Engineer I/II	\$135
Senior Landscape Architect/Planner	\$280
Landscape Architect / Planner	\$200
Landscape Designer	\$140
Senior Designer	\$185
Designer	\$160
Senior CAD Technician	\$150
CAD Technician	\$120
IT Technician	\$180
Clerical	\$85
ROW Manager	\$250
Senior ROW Agent	\$185
ROW Agent	\$145
Relocation Agent	\$185
ROW Admin	\$100
Intern	\$80

Surveying	Hourly Billing Rate
Survey Manager	\$290
Registered Professional Land Surveyor (RPLS)	\$250
Field Coordinator	\$155
S.I.T. or Senior Survey Technician	\$150
Survey Technician	\$130
1-Person Field Crew w/Equipment**	\$160
2-Person Field Crew w/Equipment**	\$190
3-Person Field Crew w/Equipment**	\$215
4-Person Field Crew w/Equipment**	\$235
Flagger	\$60
Abstractor (Property Deed Research)	\$100
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	\$450
Terrestrial Scanning Equipment & Crew	\$280

EXHIBIT G RATE SCHEDULE

Utility Management, Utility Coordination, and SUE	Hourly Billing Rate
Senior Utility Coordinator	\$180
Utility Coordinator	\$160
SUE Field Manager	\$180
Sr. Utility Location Specialist	\$180
Utility Location Specialist	\$110
1-Person Designator Crew w/Equipment***	\$155
2-Person Designator Crew w/Equipment***	\$200
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only)	\$320 (4 hr. min.)
Core Drill (equipment only)	\$800 per day
SUE QL-A Test Hole (0 < 8 ft)****	\$2,300 each
SUE QL-A Test Hole (> 8 < 15 ft)****	\$2,800 each

Construction Management, Construction Engineering and Inspection (CEI)	Hourly Billing Rate
Construction Inspector I/II	\$110
Construction Inspector III	\$135
Senior Construction Inspector	\$150
Construction Superintendent	\$185
Construction Manager	\$220
Senior Construction Manager	\$270
Construction Records Keeper	\$120

Direct Cost Reimbursables

A fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP.

Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by TNP to other entities shall be invoiced at 1.10 times actual cost.

Notes:

All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.

** Rates shown are for 2023 and are subject to change in subsequent years.*

*** Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Level.*

**** Includes crew labor, vehicle costs, and field supplies.*

EXHIBIT H TASK SCOPE LIMITS

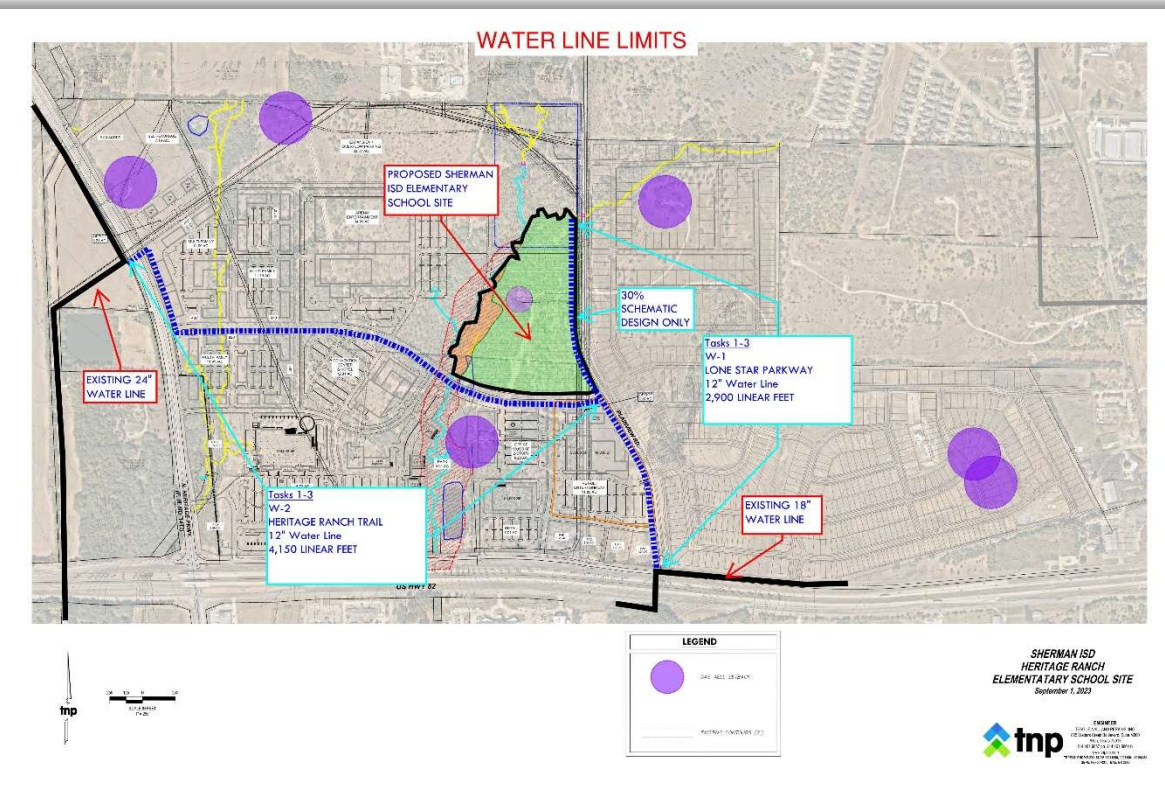
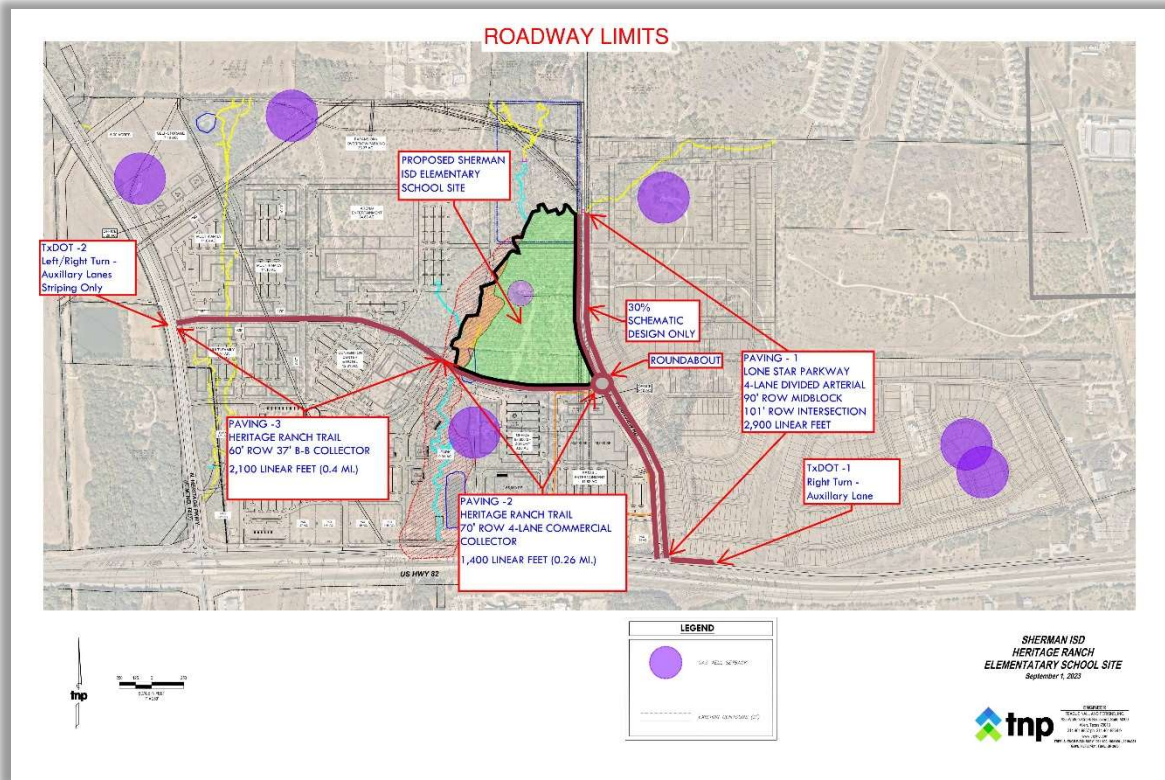
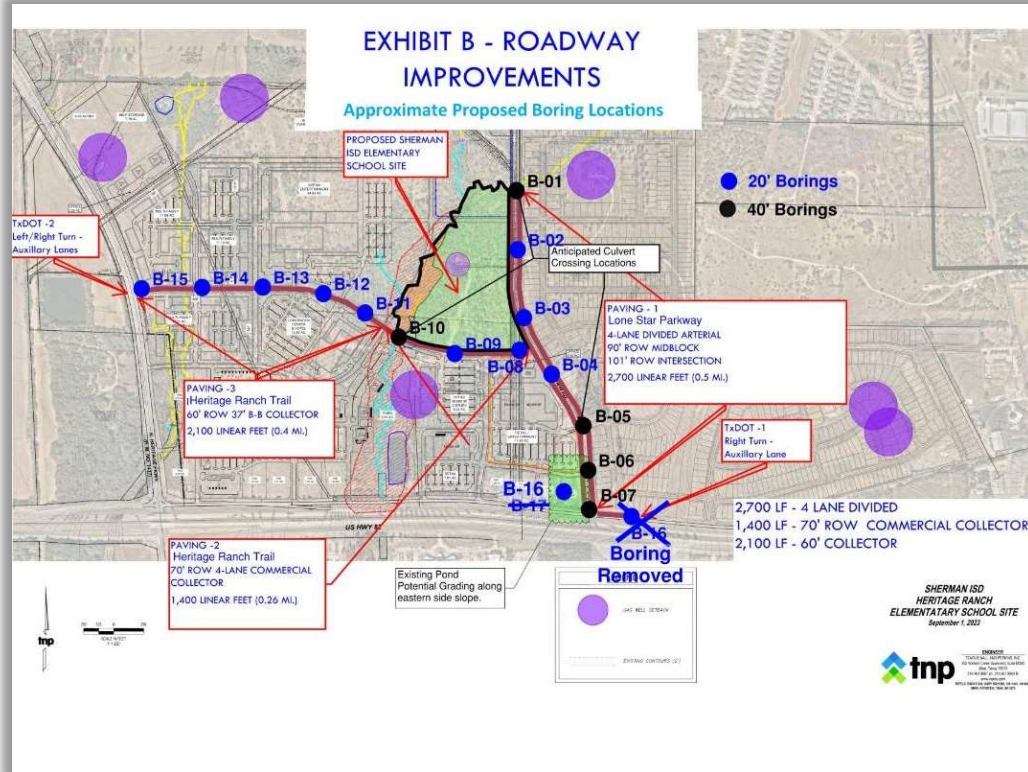


EXHIBIT H **TASK SCOPE LIMITS** **Task 10 – Geotechnical Engineering**



Task 6a – Limited Spot Verification of LiDAR Topo

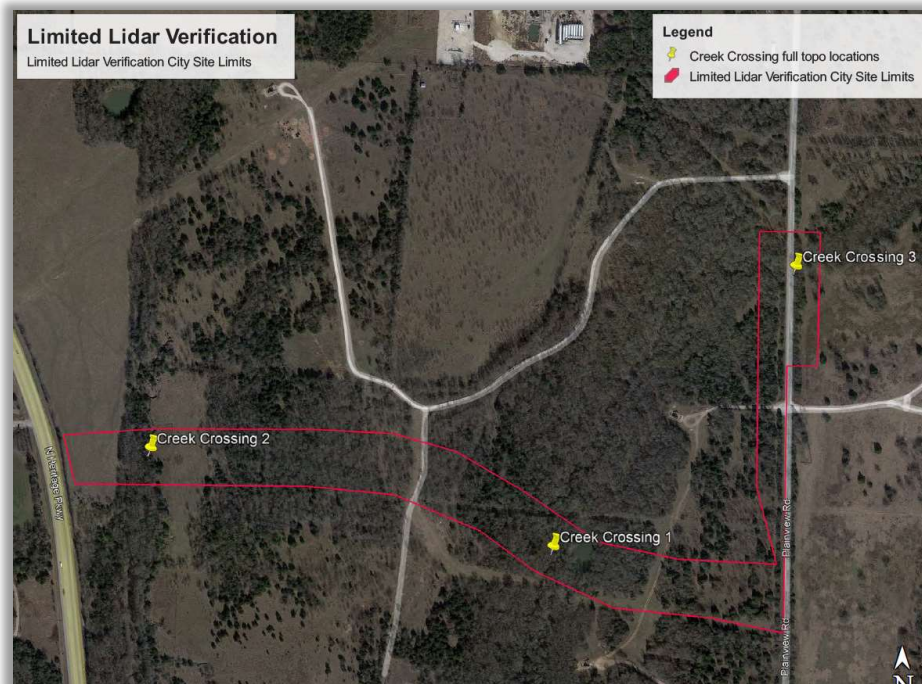


EXHIBIT H
TASK SCOPE LIMITS
Task 6a – Supplemental Design Topo

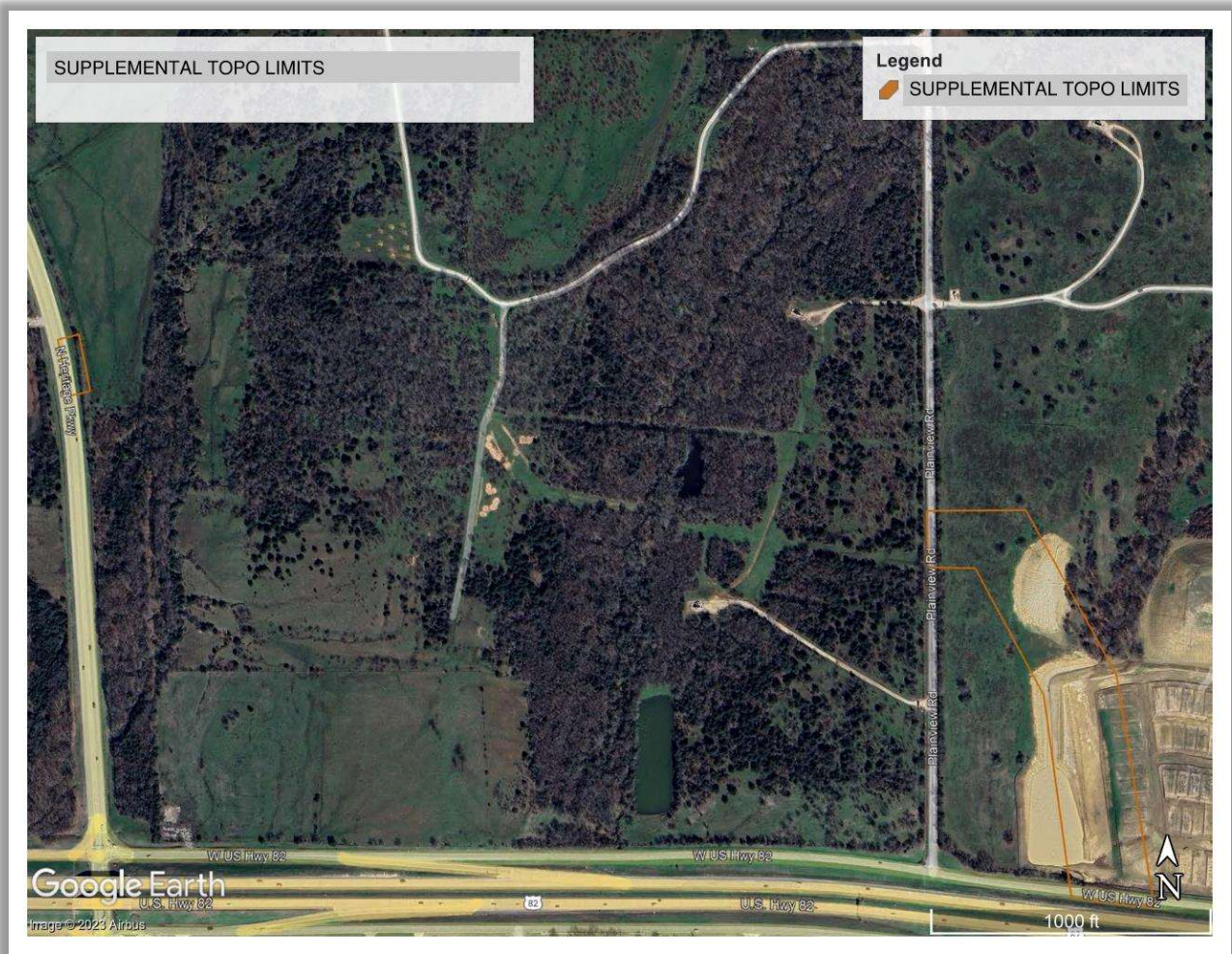


EXHIBIT H
TASK SCOPE LIMITS
Task 6c: Full Design Topo (if required)



EXHIBIT H
TASK SCOPE LIMITS
Task 8: Quality Level "A" SUE TH Locations

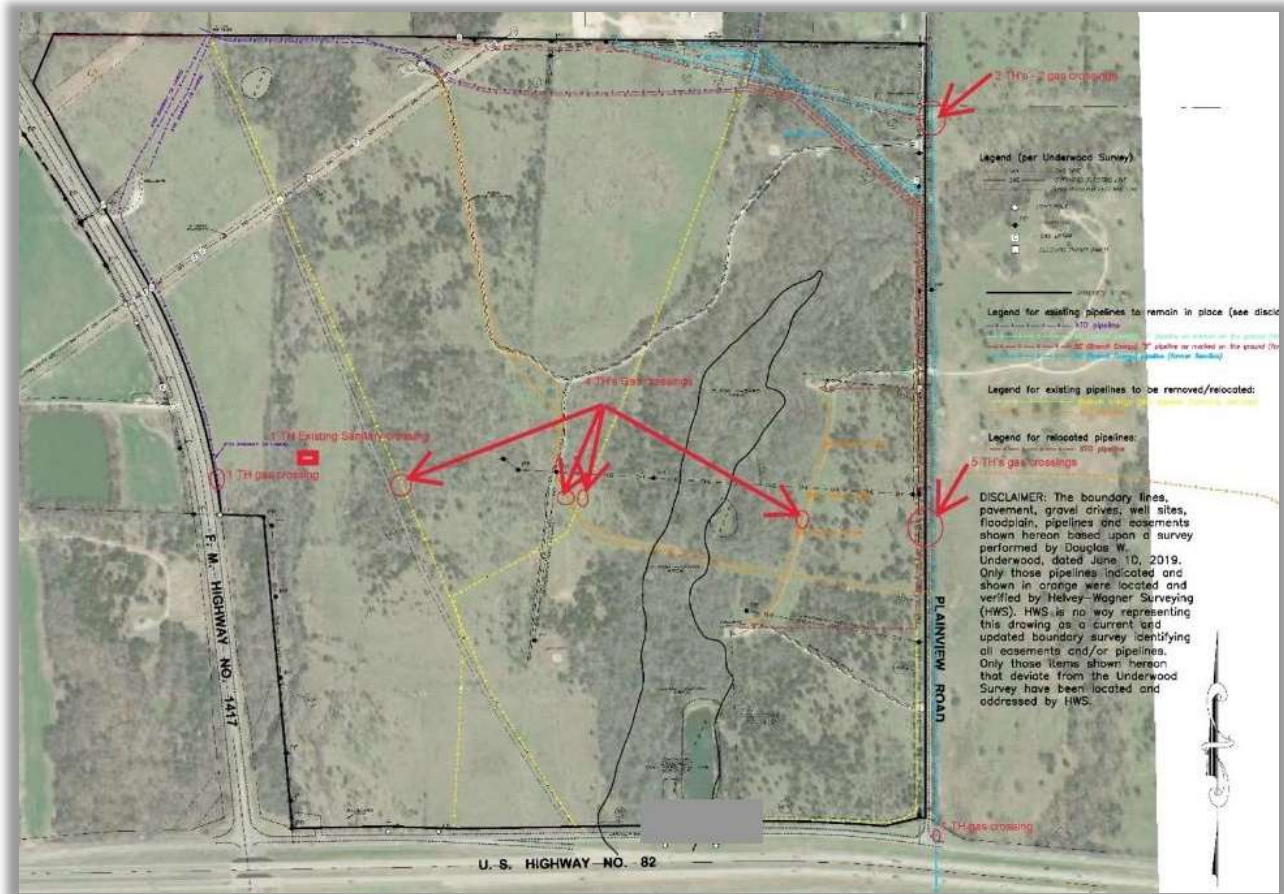
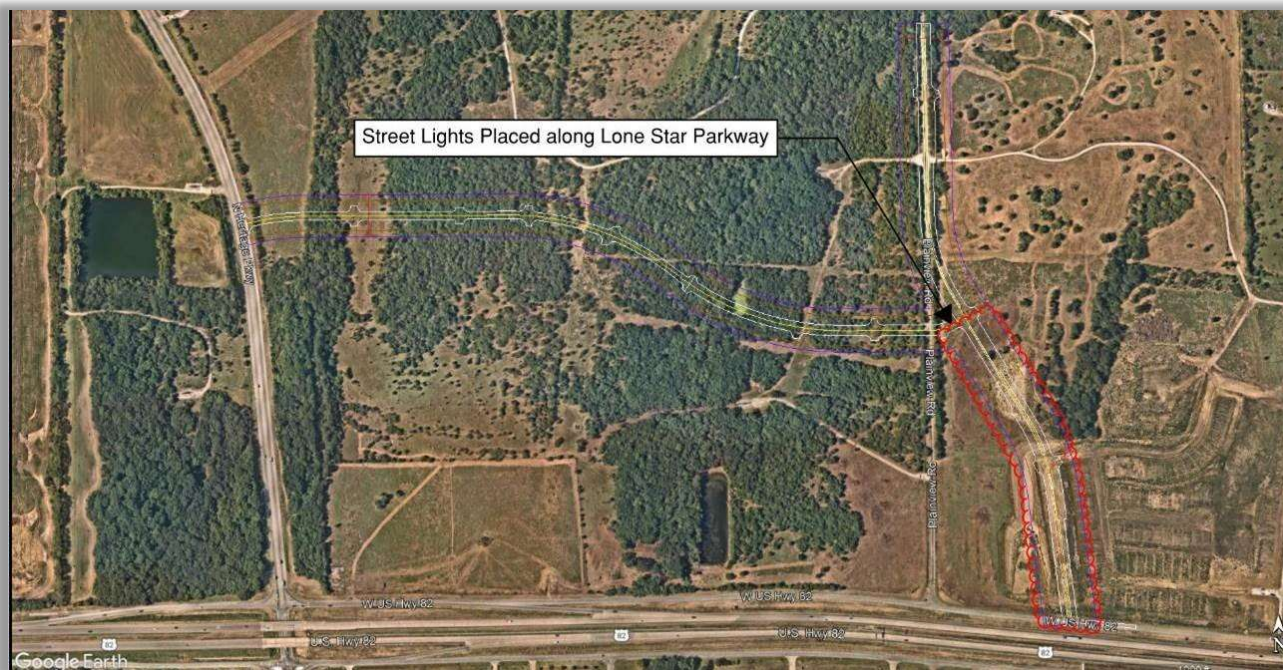
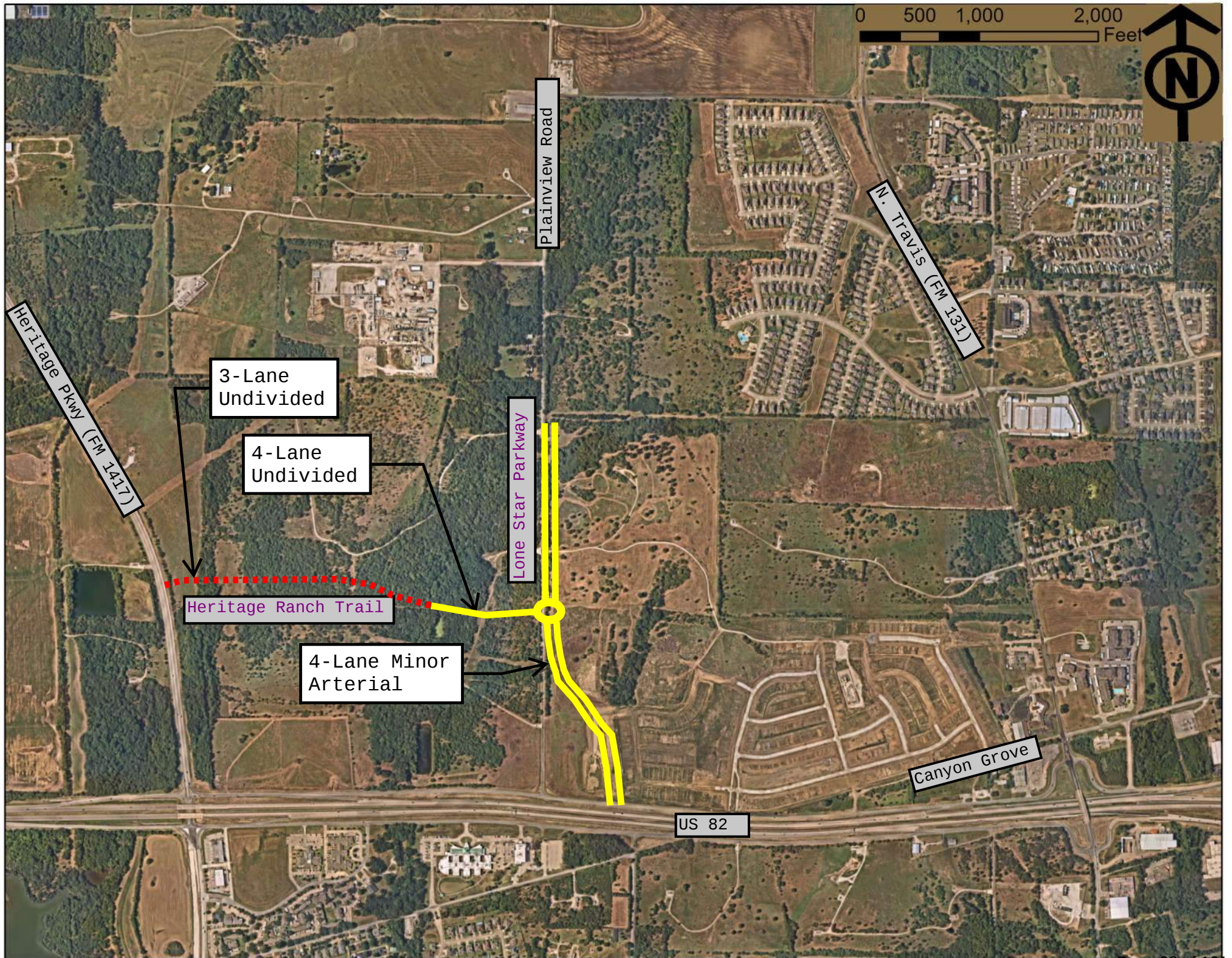


EXHIBIT H
TASK SCOPE LIMITS
Task 12: Illumination Design







City Council Regular Meeting

Agenda Item No. F.1.

Meeting Date: 1/2/2024

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Approval of the 2023 Ad Valorem Tax Roll Value and Tax Levy

Issue:

To consider approval of the Ad Valorem Tax Roll Value and Tax levy for fiscal year 2023-2024

Background:

Texas Tax Code Section 26.09(e) requires City Council approval of the final tax roll value and related tax levy. Taxes from the 2023 levy are collected during the City's 2023-2024 fiscal year. The Grayson County Tax Assessor/Collector has set the Tax Roll value of \$5,783,160,978 and related levy at \$27,789,031.88.

Origination:

Grayson County Tax Assessor/Collector Bruce Stidham

Financial Consideration:

There is no financial consideration to approving the tax value and levy.

Staff Recommendation:

Staff recommends Council approval of the 2023 Tax Roll Value and Tax Levy in the amounts above.

Alternatives:

As this process is required by the Texas Tax Code, there are no alternatives.

Attachments:

1. 2023 Tax Roll Value_L Levy (ID 360156)



OFFICE OF
BRUCE STIDHAM
TAX ASSESSOR - COLLECTOR
GRAYSON COUNTY
www.co.grayson.tx.us

COURTHOUSE
100 W. HOUSTON - SUITE 11
P.O. BOX 2107
SHERMAN, TX 75091

TAX OFFICE: 903-892-8297
VEHICLE REGISTRATION: 903-813-4225
FAX: 903-893-4973

December 7, 2023

VALUE/LEVY

Ms. Mary Lawrence
City of Sherman
P O Box 1106
Sherman, Texas 75091

Dear Ms. Lawrence:

Re: Section 26.09(e) SPTC

Please have your district approve your 2023 Tax Roll Values. Please sign as directed. Make a copy for your files and return the signed original to this office as soon as possible. These figures are actual tax roll value and tax levy billed figures.

2023 Tax Roll Value	\$ 5,783,160,978
2023 Tax Levy	\$ 27,789,031.88
2023 Special Assessment Levy	\$ 30,029.05

If you have any questions, please give us a call.

Very truly yours,

Bruce Stidham
Tax Assessor-Collector

BS:vh

City Secretary

City Mayor

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						
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March						
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31						

April						
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May						
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July						
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August						
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September						
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October						
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27	28	29	30	31		

November						
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24	25	26	27	28	29	30

December						
Su	Mo	Tu	We	Th	Fr	Sa
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

[illegible]