

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, JULY 1, 2019
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY MAYOR DAVID PLYLER**
- A. 3. INVOCATION BY MAYOR DAVID PLYLER**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JUNE 17, 2019**

Public Hearing

- B. 1. PUBLIC HEARING**
Final Statement/Action Plan for Program Year 2019 Community Development Block Grant

Close Public Hearing and Consider Approval of Resolutions

- C. 1. RESOLUTION NO. 6492**
Authorizing Execution of a Master Agreement Regarding Munson Realty Land between the City of Sherman and The Munson Realty Company for the Construction of Public Facilities in the Munson Development, a 620-acre Planned Development located South of West Travis Street along F.M. 1417 in the City of Sherman
- C. 2. RESOLUTION NO. 6493**
Authorizing Execution of a Moore Street Agreement between the City of Sherman and The Munson Realty Company for the Construction of West Moore Street from West Travis Street to F.M. 1417 in the City of Sherman
- C. 3. RESOLUTION NO. 6494**
Authorizing Execution of a Sanitary Sewer Agreement between the City of Sherman and The Munson Realty Company for the Construction of Phase One Improvements, being a Sanitary Sewer Main from Travis Street to F.M. 1417 in the City of Sherman
- C. 4. RESOLUTION NO. 6495**
Authorizing Execution of an Advance Funding Agreement between the City of Sherman and the State of Texas, Acting By and Through the Texas Department of Transportation, for Intersection and Operational Improvements On-System [Heritage Parkway (FM 1417), West Travis Street and O.B.Groner Road Improvements]
- C. 5. RESOLUTION NO. 6496**
Authorizing Execution of an Advance Funding Agreement between the City of Sherman and the State of Texas, Acting By and Through the Texas Department of Transportation, for a Federal-Aid Highway Project to Replace a Bridge Off the State System (South Travis Street Bridge)

C. 6. RESOLUTION NO. 6497

Authorizing Publication of the Proposed Final Statement/Action Plan for the Community Development Block Grant for Program Year 2019; Authorizing Submission of the Block Grant Application; Authorizing Execution of Certifications of Compliance in Connection with the Administration and Conduct of the Community Development Program for Program Year 2019

Requests to Advertise

D. 1. REQUEST TO ADVERTISE

Construction of Lamberth Road Drainage Improvements

D. 2. REQUEST TO ADVERTISE

Construction of an ADA Compliant Access Ramp at Lucy Kidd-Key Park/Auditorium

Other Business

E. 1. OTHER BUSINESS

Consider Scheduling a Joint Meeting of the City Council and the Sherman Economic Development Corporation Board of Directors for 12:00 p.m. on Tuesday, September 10, 2019, to Review and Approve SEDCO's Annual Budget and Work Plan

E. 2. OTHER BUSINESS

Consider Request of Sherman Fire-Rescue Services to Authorize a Business Relationship with Sherman Fire Fighter Dalton Griffin d/b/a Griffin Doors as required by Article X, Section 1(c)(1) of the Sherman City Charter

F. CITIZEN REQUESTS

G. MEDIA QUESTIONS

H. COUNCIL COMMENTS

Executive Session

I. 1. EXECUTIVE SESSION

In Accordance with Chapter 551, Government Code, V.T.C.S. (Open Meetings Law), "The City Council Will Now Hold a Closed Executive Meeting Pursuant to the Provisions of the Open Meetings Law, Chapter 551, Government Code, Vernon's Texas Codes Annotated, in Accordance with the Authority Contained in the Following Sections:

Section 551.071	Consultation with City Attorney concerning Pending or Contemplated Litigation
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Section 551.071	Consult with the City Attorney on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter
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Section 551.074

Personnel Matters:

- (a) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions:
 - (1) Red River Groundwater Conservation District Board of Directors (1)

Section 551.087

Deliberation Regarding Economic Development Negotiations:

- (a) Deliberate Regarding Commercial or Financial Information that the City has Received from a Business Prospect and Deliberate any Offers or Incentives to the Business Prospect

The Council reconvenes into General Session

J. 1. OPEN MEETING

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

K. ADJOURNMENT

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 June 27, 2019 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 27th day of June, 2019.
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

Willie Steele, Council-At-Large, PL #1

Sandra Melton, 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



City Council Regular Meeting

A.4.

Meeting Date: 07/01/2019

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JUNE 17, 2019

Attachments

June 17, 2019

Grayson Bible Baptist Handout

STATE OF TEXAS §
 June 17, 2019
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 June 17, 2019.

MEMBERS PRESENT: MAYOR DAVID PLYLER.
 COUNCIL MEMBERS HOLLAND, HOWETH, MELTON,
 STEELE, STEVENSON.

MEMBERS ABSENT: DEPUTY MAYOR SHAWN TEAMANN.

CALL TO ORDER

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

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of June 3, 2019. Council Member Howeth moved to approve the Minutes, as presented; Second by Council Member Melton; All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Plyler introduced Ordinance No. 6218 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX AN APPROXIMATELY 217.7 ACRE TRACT OF LAND LOCATED WEST OF F.M. 1417, SOUTH OF O.B. GRONER ROAD AND EAST OF BRADLEY ROAD, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION; PROVIDING FOR A MUNICIPAL SERVICE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 6218
ANNEXATION --
MUNSON PROPERTY

Clint Philpott, Director of Engineering, said this request is to annex 217.7 acres of land that is part of a larger planned development that is 258 acres. Two public hearings were held in May, and this is the final action on the annexation.

No citizens appeared before the City Council to discuss Ordinance No. 6218.

Mayor Plyler introduced Ordinance No. 6219 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT IN THE 2000-2900 BLOCKS OF NORTH STATE HIGHWAY 289, BEING 111.721 ACRES IN THE J.K. MILLER SURVEY, ABSTRACT NO. 819, J.M. THOMAS

ORD 6219
ZONE CHANGE TO
RETAIL BUSINESS
(2000-2900 BLOCKS
OF N. SH 289)

SURVEY, ABSTRACT NO. 1234, THE DANIEL BICKENBACH SURVEY, ABSTRACT NO. 128 AND BLOCK 1, PRESTON CLUB, THE CLASSICS, PHASE THREE, BLOCKS 2, 3 AND 4, PRESTON CLUB, THE CLASSICS, PHASE FOUR AND ALL OF BLOCKS 1 AND 5, PRESTON CLUB, THE CLASSICS, PHASE FOUR (WUI DEVELOPMENT, LLC, CHRISTOPHER REHMET AND CLAIRE TATE AND ROBERT TATE, OWNERS; CLAY BARNETT, P.E., REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING FOR A REPEALER.

Scott Shadden, Director of Development Services, said the request is for C-1 zoning for proposed retail and a conceptual site plan. The Planning and Zoning Commission recommended approval of the request, subject to the Staff Review Letter. The final site plans will require additional approval from the Planning and Zoning Commission.

Clay Barnett, Representative, was available to answer questions from the City Council.

Jim Harmon, 2014 Preston Club

Mr. Harmon asked for information on how the property would be developed. He expressed concern about the mixed use of residential and commercial. He asked what the C-1 zoning would entail.

Mr. Shadden said C-1 includes retail business like in the downtown area or the Town Center area.

Mr. Harmon said it appears the north part of the property will be developed first. He confirmed that the proposed C-1 zoning would apply to the entire tract. He said it appears they plan to put retail development abutting up to the Roberts Run residential development.

Mr. Harmon asked if the commercial development could be limited to the SH 289 area and not located next to the residential development.

Mayor Plyler explained that if the Council grants the C-1 zoning, it will be for the entire property. There are regulations, such as screening and distances, that they will have to comply with. He said these questions would be more appropriate when the City receives a site plan for review. Currently the only issue before the City Council is for zoning and the request is for the entire tract to be zoned C-1.

Mr. Harmon asked if construction would start at SH 289 and come toward the development. Mayor Plyler said that question would also be answered during consideration of the site plan.

No other citizens appeared before the City Council to discuss Ordinance No. 6219.

Mayor Plyler introduced Ordinance No. 6220 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A CONCRETE RECYCLING FACILITY IN AN M-1 (LIGHT MANUFACTURING) DISTRICT/O-1.1 (FM 1417) OVERLAY DISTRICT AT 1022 NORTHEAST F.M. 1417, BEING 19.980 ACRES IN THE AARON BURLESON SURVEY, ABSTRACT NO. 61 (SAMMY DOLEZALEK, OWNER; BROWN LEWISVILLE RAILROAD FAMILY TRUST, LP, PROSPECTIVE BUYER; TREY BROWN AND DRUE BYNUM, REPRESENTATIVES; BIG CITY CRUSHED CONCRETE, PROPOSED TENANT; DAVID FITE SURVEYING, SURVEYOR; AND GSO ARCHITECTS, ARCHITECT); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6220
SUP FOR CONCRETE
RECYCLING
(1022 NW FM 1417)

Mr. Shadden said the request is to allow a concrete recycling facility in an M-1 zoning district on FM 1417 East, adjacent to the railroad. Notices were mailed to two property owners that were within 200 feet of the proposed site. The operation would be regulated by the Texas Commission on Environmental Quality.

The Planning and Zoning Commission recommended approval, subject to the Staff Review Letter.

George Ward, 11847 N. FM 1417

Mr. Ward said he lives near the proposed site for the concrete recycling plant. He said he has COPD and uses oxygen. If the concrete plant locates on the site, he is not sure he would be able to sit on his front porch because of his breathing problems.

Mr. Ward expressed concern about the dust, chemicals, and the by-products from the plant, and its location near the Grayson Christian School, which serves over 100 children. He said the citizens would have no recourse if it was determined later that the plant causes problems.

Mr. Ward said a better location would be on FM 697, near the City's Animal Shelter. He said there are many other places for the location of the plant that would not be near residences or schools.

Roy Webster, Pastor, Grayson Bible Baptist Church and Grayson Christian School, 4400 East SH 82

Mr. Webster distributed a packet of information, including a petition signed by 778 people that opposed the location of Big City Crushed Concrete at 1022 Northeast FM 1417.

He said the company has said that the crushing device will produce little dust, and it will be controlled with water to keep the dust down.

He expressed concern about the dust created when the trucks haul the concrete in, put it in and out of the crusher, and when it is hauled out. He also expressed concern about what is actually in the dust.

The silica in the dust can cause cancerous situations with repeated exposure. He acknowledged that the Occupational Safety and Health Administration does regulate the amount of silica allowed. He expressed concern about the silica settling on the church/school property and causing health issues in future years.

Mr. Webster also expressed concern about limiting the heavy truck traffic within the school zones.

Mr. Webster referenced a similar situation in Fort Worth in June 2017, where citizen opposition overturned a request for a concrete crushing plant. He urged the City Council to make a wise, informed decision for the children.

Jeff Spencer, 2107 Joni Circle

Mr. Spencer appeared representing Clay Precision and RJ Spencer Investments, and they have 136 acres surrounding the property proposed for the concrete recycling plant. They originally purchased the property for investment purposes, hoping Sherman would grow toward the east.

He said the City installed water lines along Skaggs Road, and there is a proposal for a new street from Tuck to Skaggs Road. He felt that should encourage someone to start a housing addition on the backside of Skaggs Road.

He felt that a 20 foot mound of rock would not be good for future development. He also expressed concern about the additional truck traffic going to and from the concrete plant and its proximity to Sherman High School.

Mr. Spencer asked the Council to deny the request because there are many other places where the concrete plant could locate, without being inside the City limits. He said they don't want it there.

Drue Bynum, Representative for Big City Crushed Concrete

Mr. Bynum appeared representing Big City Crushed Concrete, and said they are requesting a Specific Use Permit for 20 acres on FM 1417 East. Waste concrete and asphalt is generated nearby by individuals, private construction contractors, municipalities, counties, and the state. Historically this waste stream ends up in the landfill, which is costly, or in ditches, creeks, or on the side of the road.

Big City Crushed Concrete has been in business over 30 years and operates six sites. The company accepts the by-product, free of charge, from anyone. Eventually the product is crushed, the metal rebar is removed, and it is stockpiled into reusable aggregate that is a Texas Department of Transportation approved road base material. No additives are used, other than water.

The product is then used by individuals, private construction contractors, municipalities, counties, and the state. He explained that the entire process is regulated by the Texas Commission on Environmental Quality, and the process is monitored.

The process is also safe and environmentally friendly when the State standards are adhered to. Many of the issues discussed at this meeting occur when the State standards are not followed. Issues discussed include dust, noise, and contaminated water.

Mr. Bynum said the process is “relatively” dust free because during the process it is suppressed with a mist of water and dust is not created.

He added that TCEQ does not require retention ponds for this type of facility, however Big City Crushed Concrete plans to construct two retention ponds on site to recycle stormwater for reuse.

As for noise, Mr. Bynum said the crusher used in the process runs on electricity, usually generated from sound proof generators, or supplied from overhead electrical lines. He reiterated that it is not a loud process. Any noise that is created is subdued by the berm, the trees, and the stockpiling of materials.

The City of Sherman has been using their services for over six years, and they have been working “in their backyard,” and most people never knew it. The current facility is being used for other things and there are ingress issues from Ida Road.

He said they felt that the proposed location would be more efficient because it doesn’t require full-time employees to oversee the logistics, and would be ideal for the project. The land is in accordance with TCEQ standards, as it is not less than a quarter mile from a home or school, has good ingress and egress, ample water, and is located in a commercial/ industrial area.

The site plans call for a concrete entrance off of FM 1417, and a concrete/asphalt road back 500 feet, well out of the Overlay District. The concrete street will be swept and vacuumed several times a day to reduce dust from the trucks. He said they can’t alleviate all the dust, but will mitigate it.

The complete site is 20 acres, but only a portion of it will be utilized. Currently Big City Crushed Concrete only crushes about 30 days per year. It is a seasonal business and volume dictates the need for crushing.

Regardless of volume, crushing will only be done during daylight hours. Trucks might offload materials at night if coordinated properly and with the right people.

Keith McLaughlin, 2101 Skaggs Road

Mr. McLaughlin said he was opposed to the request and did not “trust the company.” He said there is a pond behind his house and any water that escapes from the retention pond will go into his pond. He also expressed concern about the “big pile of rock” that he will see from his house. He felt the land should be used for agricultural purposes, not for crushing rocks.

Mr. Ward said two of his brothers died from pulmonary fibrosis and worked for companies that “put out” chemicals that were approved by the EPA, and that met all their standards. He said he was not opposed to the plant, but was opposed to the location of the plant.

Ronald Aycock, 220 E. Houston

Mr. Aycock asked Brandon Shelby, City Attorney, about the posted agenda for items such as the concrete plant, saying isn’t the posting supposed to be correct. Mr. Shelby said the City follows the Texas Open Meetings Act, and has their own Zoning Ordinance for zoning rules.

Mr. Aycock said the address listed on the agenda was 1022 FM 1417, however the Grayson Appraisal District listed it as 1102 FM 1417. He questioned whether or not the addresses should be the same. Mr. Shelby said the Appraisal District is a different entity and the City adheres to their records. A citizen in the audience said 1102 FM 1417 is the address for Clay Precision.

Mr. Aycock asked Mary Lawrence, Director of Finance, how much it was costing the City to carry off and dump. Ms. Lawrence said the City pays Big City Crushed Concrete to crush the City’s concrete, but they do not pay them to haul it.

He asked what the company was being paid to crush the City’s concrete. Ms. Lawrence said she did not have that amount with her, but would provide an answer to Mr. Aycock. The City is paying them to crush the concrete.

Mr. Aycock said the concrete was being stock piled on the City’s property near the Animal Shelter for this company, and he asked Robby Hefton, City Manager, how long the City had been stock piling concrete for Big City Crushed Concrete.

Mr. Hefton said the City owns the material located on property near the Animal Shelter. He said he was not sure whether or not that property was owned by the City.

Citizen from the Audience

A citizen from the audience asked where Big City Crushed Concrete would be getting their water. Mr. Bynum said water to the plant would be supplied by Pink Hill Water Supply.

They will also use water from their retention pond and a large tank truck. He said they will work out a schedule with Pink Hill to fill the water truck during hours that are convenient to their other customers.

Both Mr. Ward and Mr. Webster said there are water pressure problems with Pink Hill Water Supply.

No other citizens appeared before the City Council to discuss Ordinance No. 6220.

Mayor Plyler introduced Ordinance No. 6221 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A TATTOO AND ART STUDIO IN A C-2 (GENERAL COMMERCIAL) DISTRICT/CENTRAL BUSINESS DISTRICT AT 119 EAST WALL STREET, BEING PART OF LOTS 7, 8 AND 9, BLOCK D, T.J. SHANNON SUPPLEMENT (JOHN AND SHAREN ARRIAZOLA, OWNERS; ELECTRIC AGE TATTOO COMPANY, PROPOSED TENANT; AND JOHN C. STONE, APPLICANT); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6221
SUP FOR TATTOO
& ART STUDIO
(119 E. WALL ST)

Mr. Shadden said the request is for a Specific Use Permit to allow a tattoo parlor on Wall Street.

The Planning and Zoning Commission recommended approval, subject to the Staff Review Letter.

Jayce Cogburn and John Stone appeared to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6221.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6218

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX AN APPROXIMATELY 217.7 ACRE TRACT OF LAND LOCATED WEST OF F.M. 1417, SOUTH

ORD 6218
ANNEXATION --
MUNSON PROPERTY

OF O.B. GRONER ROAD AND EAST OF BRADLEY ROAD, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION; PROVIDING FOR A MUNICIPAL SERVICE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Ordinance No. 6218, as presented. Second by Council Member Howeth.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6219

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT IN THE 2000-2900 BLOCKS OF NORTH STATE HIGHWAY 289, BEING 111.721 ACRES IN THE J.K. MILLER SURVEY, ABSTRACT NO. 819, J.M. THOMAS SURVEY, ABSTRACT NO. 1234, THE DANIEL BICKENBACH SURVEY, ABSTRACT NO. 128 AND BLOCK 1, PRESTON CLUB, THE CLASSICS, PHASE THREE, BLOCKS 2, 3 AND 4, PRESTON CLUB, THE CLASSICS, PHASE FOUR AND ALL OF BLOCKS 1 AND 5, PRESTON CLUB, THE CLASSICS, PHASE FOUR (WUI DEVELOPMENT, LLC, CHRISTOPHER REHMET AND CLAIRE TATE AND ROBERT TATE, OWNERS; CLAY BARNETT, P.E., REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING FOR A REPEALER.

ORD 6219
ZONE CHANGE TO
RETAIL BUSINESS
(2000-2900 BLOCKS
OF N. SH 289)

ACTION TAKEN.

Motion by Council Member Holland to approve Ordinance No. 6219, as presented. Second by Council Member Howeth.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6220

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A CONCRETE RECYCLING FACILITY IN AN M-1 (LIGHT MANUFACTURING) DISTRICT/O-1.1 (FM 1417) OVERLAY DISTRICT AT 1022 NORTHEAST F.M. 1417, BEING 19.980 ACRES IN THE AARON BURLESON SURVEY, ABSTRACT NO. 61 (SAMMY DOLEZALEK, OWNER; BROWN LEWISVILLE RAILROAD FAMILY TRUST, LP, PROSPECTIVE BUYER; TREY BROWN AND DRUE BYNUM, REPRESENTATIVES; BIG CITY CRUSHED CONCRETE, PROPOSED TENANT; DAVID FITE SURVEYING, SURVEYOR; AND GSO ARCHITECTS, ARCHITECT); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN

ORD 6220
SUP FOR CONCRETE
RECYCLING
(1022 NE FM 1417)

CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ACTION TAKEN.

Motion by Council Member Melton to deny Ordinance No.

6220. Second by Council Member Stevenson.

VOTING AYE: Holland, Melton, Stevenson.

VOTING NAY: Steele, Howeth.

Council Member Howeth and Council Member Holland had questions they would like to ask. Council Members discussed what type of vote would allow them to ask questions and discuss the issue.

Mr. Shelby said the Council could recess into Executive Session to discuss procedurally, whether or not the Mayor can vote to create a tie.

Council Members entered Executive Session at 5:51 p.m.

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

EXECUTIVE SESSION

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

SECTION 551.071 -- CONSULTATION WITH CITY ATTORNEY CONCERNING PENDING OR CONTEMPLATED LITIGATION

SECTION 551.071 -- CONSULT WITH THE CITY ATTORNEY ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THIS CHAPTER

SECTION 551.087 -- DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS: DELIBERATE REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE CITY HAS RECEIVED FROM A BUSINESS PROSPECT AND DELIBERATE ANY OFFERS OR INCENTIVES TO THE BUSINESS PROSPECT

COUNCIL MINUTES – JUNE 17, 2019

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:51 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:02 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

Ordinance 6220

Restatement of Motion.

ACTION TAKEN.

Motion by Council Member Melton to deny Ordinance No. 6220. Second by Council Member Stevenson.

VOTING AYE: Holland, Melton, Stevenson.

VOTING NAY: Steele, Howeth.

MOTION CARRIED TO DENY ORDINANCE 6220.

Ordinance 6221

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A TATTOO AND ART STUDIO IN A C-2 (GENERAL COMMERCIAL) DISTRICT/CENTRAL BUSINESS DISTRICT AT 119 EAST WALL STREET, BEING PART OF LOTS 7, 8 AND 9, BLOCK D, T.J. SHANNON SUPPLEMENT (JOHN AND SHAREN ARRIAZOLA, OWNERS; ELECTRIC AGE TATTOO COMPANY, PROPOSED TENANT; AND JOHN C. STONE, APPLICANT); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ACTION TAKEN.

Motion by Council Member Howeth to approve Ordinance No. 6221, as presented. Second by Council Member Stevenson.

VOTING AYE: Holland, Howeth, Steele, Stevenson.

VOTING NAY: Melton.

MOTION CARRIED.

CONSENT AGENDA

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

RESOLUTIONS

RESOLUTION NO. 6489 – AWARDING A PROPOSAL TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC BASED ON A REQUEST FOR PROPOSAL FOR THE CONSTRUCTION OF THE WEST TRAVIS STREET PHASE II & III PROJECT

OPEN MEETING

ORD 6220

**SUP FOR CONCRETE RECYCLING
(1022 NW FM 1417)
(MOTION CARRIED TO DENY)**

ORD 6221

**SUP FOR TATTOO & ART STUDIO
(119 E. WALL ST)**

CONSENT AGENDA

RES 6489

**WEST TRAVIS ST.
PHASE II & III**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A PROPOSAL TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC BASED ON A REQUEST FOR PROPOSAL FOR THE CONSTRUCTION OF THE WEST TRAVIS STREET PHASE II & III PROJECT.

Clint Philpott, Director of Engineering, said this resolution awards a contract to Lynn Vessels Construction for the final two phases of West Travis Street. The City received three proposals, which were scored on price, qualifications, safety, and construction time. Lynn Vessels was the highest ranked and the lowest bidder. The contract came in under budget, and is expected to be complete by August 2020.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 6489, as presented. Second by Council Member Holland.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6490 – AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH WYLDEWOOD HOMES FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN HERITAGE FARMS ESTATES, A 26.106-ACRE DEVELOPMENT OFF OF QUAIL RUN ROAD, WEST OF F.M. 1417 (HERITAGE PARKWAY) IN THE CITY OF SHERMAN

RES 6490
DEVELOPMENT
AGREEMENT
WYLDEWOOD
HOMES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH WYLDEWOOD HOMES FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN HERITAGE FARMS ESTATES, A 26.106-ACRE DEVELOPMENT OFF OF QUAIL RUN ROAD, WEST OF F.M. 1417 (HERITAGE PARKWAY) IN THE CITY OF SHERMAN.

Mr. Philpott said this is a 26 acre development agreement with Wyldewood Homes for 93 residential lots. They have left the front 300 foot strip along FM 1417 to be zoned as commercial. The development agreement includes streets, drainage, water, and sewer.

ACTION TAKEN.

Motion by Council Member Steele to approve Resolution No. 6490, as presented. Second by Council Member Stevenson.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6491 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CLIENT SERVICES AGREEMENT WITH LOCKTON-DUNNING SERIES OF LOCKTON COMPANIES, LLC AS BENEFITS BROKER FOR THE CITY OF SHERMAN

RES 6491
EMPLOYEE BENEFITS
PROGRAM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDED A BID TO AND AUTHORIZING EXECUTION OF A CLIENT SERVICES AGREEMENT WITH LOCKTON-DUNNING SERIES OF LOCKTON COMPANIES, LLC AS BENEFITS BROKER FOR THE CITY OF SHERMAN.

Ms. Lawrence said the City submitted a request for proposals for a benefits broker for the self-insurance fund plan, and received eight responses. The responses were scored and the top four companies were interviewed. The staff is recommending that the contract be awarded to Lockton-Dunning.

Council Member Melton asked what the benefits broker did since the City is self-insured. Ms. Lawrence said they have a professional expertise that the City does not have. They help the City bid out their stop loss to limit exposure, help bid out for a third party administrator, negotiate contracts with facilities, and provide specialized services to help administer the health plan.

Council Member Melton confirmed that this company has not been used by the City prior to this time.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 6491, as presented. Second by Council Member Melton.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

CHANGE ORDER NO. 1

APPROVING A CHANGE ORDER OF \$186,010.00 FOR CONSTRUCTION OF THE PECAN GROVE WEST ATHLETIC COMPLEX WALKING TRAIL

Steve Ayers, Assistant City Manager, said the Pecan Grove West Athletic Complex Project is currently about 75% complete. Completion of the project is expected in November 2019.

**CHANGE ORDER
PECAN GROVE
WEST ATHLETIC
COMPLEX WALKING
TRAIL**

There has been no change order to date on this project but the City has initiated this change order. Future plans for this park include a walking trail, however the staff feels they can save thousands of dollars by installing the trail now, prior to landscaping and irrigation.

This will result in a \$17,000 change in the contract amount. A contingency of approximately \$160,000 was originally built into the project, but not used. Total cost of the change order is \$186,010.

Council Member Melton verified that this money would be in the same fiscal year, and said she appreciated the City saving money.

ACTION TAKEN.

Motion by Council Member Melton to approve Change Order No. 1, for \$186,010 for construction of the Pecan Grove West Athletic Complex Walking Trail, as presented.

Second by Council Member Holland.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson.

VOTING NAY: None.

MOTION CARRIED.

OTHER BUSINESS

REPLAT APPROVAL OF LOTS 7-10, COLLEGE PARK ADDITION, BEING LOTS 7-10, BLOCK 10, COLLEGE PARK ADDITION, CONTAINING 1.143 ACRES; AUSTIN COLLEGE, OWNER; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR (700 BLOCK OF NORTH GRAND AVENUE)

The City Council approved the Replat of Lots 7 through 10, Block 10, College Park Addition, located in the 700 block of North Grand Avenue.

APPROVE REPLAT
COLLEGE PARK
ADDITION
(700 BLOCK OF
N. GRAND)

The 1.143 acre tract of land is zoned an R-1 (One Family Residential) District, and is located in the College Park Overlay District. Austin College owns the property and would like to replat it into one lot for development of student housing.

The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.

CONSENT AGENDA.

REPLAT APPROVAL OF LOTS 1-16, BLOCK 9, MILDRED HEIGHTS REPLAT, BEING ALL OF BLOCK 9, MILDRED HEIGHTS ADDITION, CONTAINING 2.853 ACRES; AUSTIN COLLEGE, OWNER; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR (1200 BLOCK OF NORTH HURT AND NORTH BLEDSOE STREETS)

The City Council approved the Replat of Lots 1 through 16, Block 9, Mildred Heights Replat, being all of Block 9, of the Mildred Heights Addition, located in the 1200 block of North Hurt and North Bledsoe Streets.

APPROVE REPLAT
MILDRED HEIGHTS
ADDITION
(1200 BLOCK OF
N. HURT & N.
BLEDSOE)

The 2.853 acre tract of land is zoned R-1 (One Family Residential) District, and is located in the College Park Overlay District. Austin College owns the property and would like to replat it into one lot for development of student housing.

The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.

CONSENT AGENDA.

FINAL PLAT APPROVAL OF GRAHAM ADDITION, BEING 2.788 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763; BRYAN AND MARGARET GRAHAM, OWNERS; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR (2300-2400 BLOCKS OF NORTH HICKORY STREET AND 229 WEST PELTON STREET)

APPROVE FINAL PLAT
GRAHAM ADDITION
(2300-2400 BLOCKS
OF N. HICKORY &
229 W. PELTON)

The City Council approved the Final Plat of Graham Addition, located in the 2300 to 2400 blocks of North Hickory Street and 229 West Pelton Street.

The 2.788 acre tract of land is zoned R-1 (One Family Residential) District. The owners would like to plat the property into three lots for residential development.

The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.
CONSENT AGENDA.

CITIZENS REQUESTS

LACK OF PARLIAMENTARY PROCEDURE

Jim Gundlach, 2213 Loy Street, said he was the owner of the duplex that includes 2217 Loy Street. He said this was the first Sherman City Council Meeting he has attended, but based on his experience, there was a severe lack of parliamentary procedure. He felt there was a lack of decorum during previous discussions.

**LACK OF
PARLIAMENTARY
PROCEDURE**

PECAN GROVE WEST ATHLETIC PARK CHANGE ORDER

Mr. Gundlach expressed concern about the “miscalculation” on the change order for the walking trail at Pecan Grove West Athletic Park. He said it was a \$186,000 miscalculation.

**PECAN GROVE WEST
ATHLETIC PARK
CHANGE ORDER**

Mayor Plyler said there is always a contingency on projects for items that are unforeseen, and this one had a contingency of \$160,000, of which none was used. The change order only added \$17,000 to that contingency amount. Mayor Plyler said the Council had to approve the full amount of the change order to the contractor.

Mr. Shelby said the original contract was for a certain scope of work, and the contingency on that work was about \$165,000. The City is adding to the scope of work for the original contract by \$186,000. But it only adds about \$17,000 to the original contract.

Mr. Hefton said the City considers change orders as they come, and this will be one change order for \$186,000. There will be another change order for a deduction of about \$160,000, the net of which will be the \$17,000 increase to the contract.

Mr. Ayers added that this wasn’t a miscalculation. The staff found an opportunity to save some money by doing a piece of the project now rather than later. Since the project had performed so well and there hadn’t been any change orders, it was a great opportunity to save some money.

Mr. Hefton said it was intentional not to have that part of the project included in this phase.

CITIZENS NOT ALLOWED TO SPEAK ON PARTICULAR ITEM
Mr. Gundlach said he didn't understand why citizens couldn't speak about a particular item on the agenda, that is being discussed.

**CITIZENS NOT
ALLOWED TO SPEAK
ON ITEM**

Mr. Shelby explained that certain items are on the agenda for Citizen's Requests and for the Public Hearing section. Citizens can speak during those designated times.

MEDIA QUESTIONS
There were no media questions.

MEDIA QUESTIONS

COUNCIL COMMENTS
There were no Council comments.

COUNCIL COMMENTS

ANNOUNCEMENTS
Mayor Plyler announced the following:

- There was a great crowd attending the recent Juneteenth Celebration. He thanked the organizers of the event.
- Attendance for the first two Hot Summer Nights events have exceeded expectations. Joe Diffie will be performing at the next Hot Summer Nights.
- Tickets are still available for the Sherman Community Players presentation of West Side Story, held in Kidd-Key Auditorium.

ANNOUNCEMENTS

ADJOURNMENT
On Motion duly made and carried, the meeting adjourned at 6:18 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



The families and friends of Grayson Bible Baptist Church and Grayson Christian School formally request the Sherman City Council reject the Big City Crushing Plans at 1022 Northeast F.M. 1417 and recommend an alternate plant location.



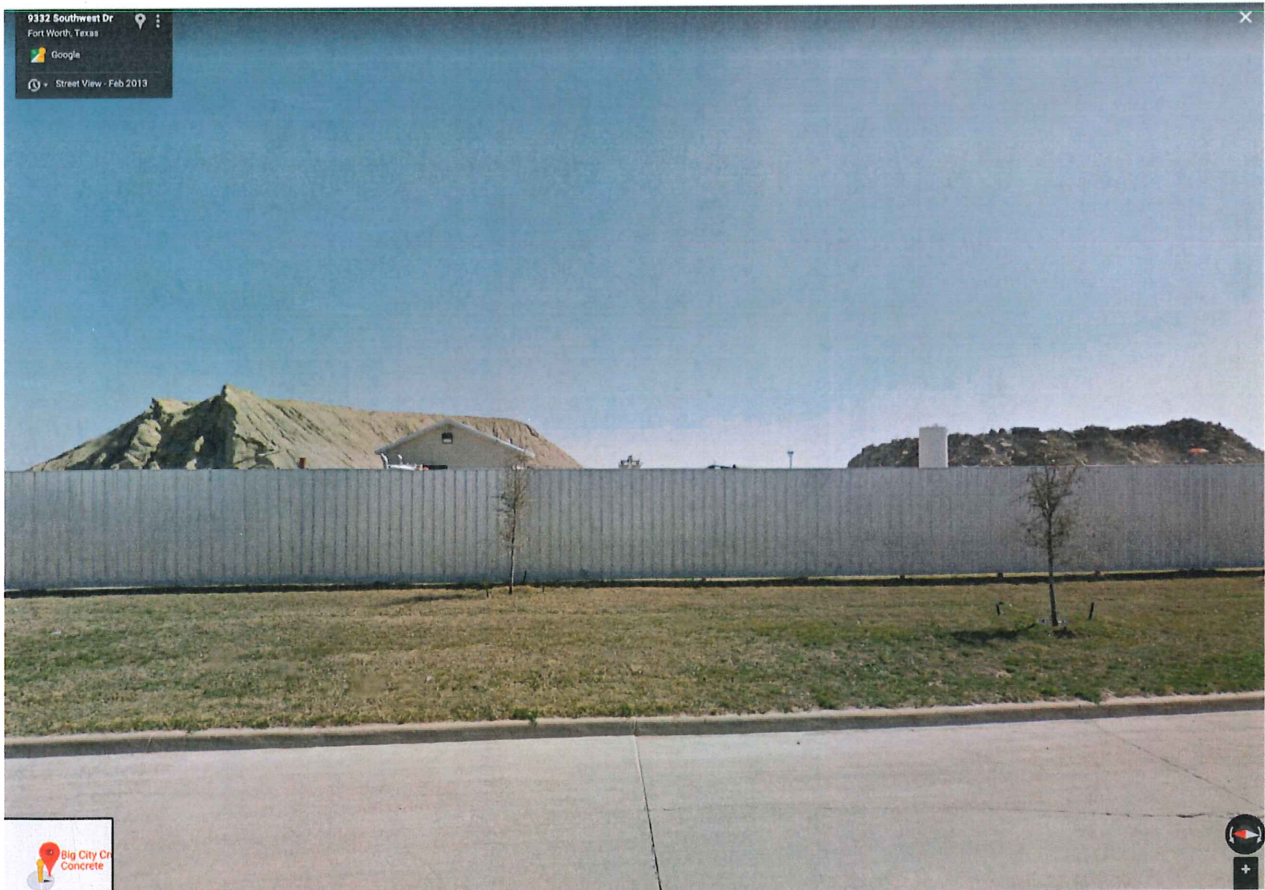


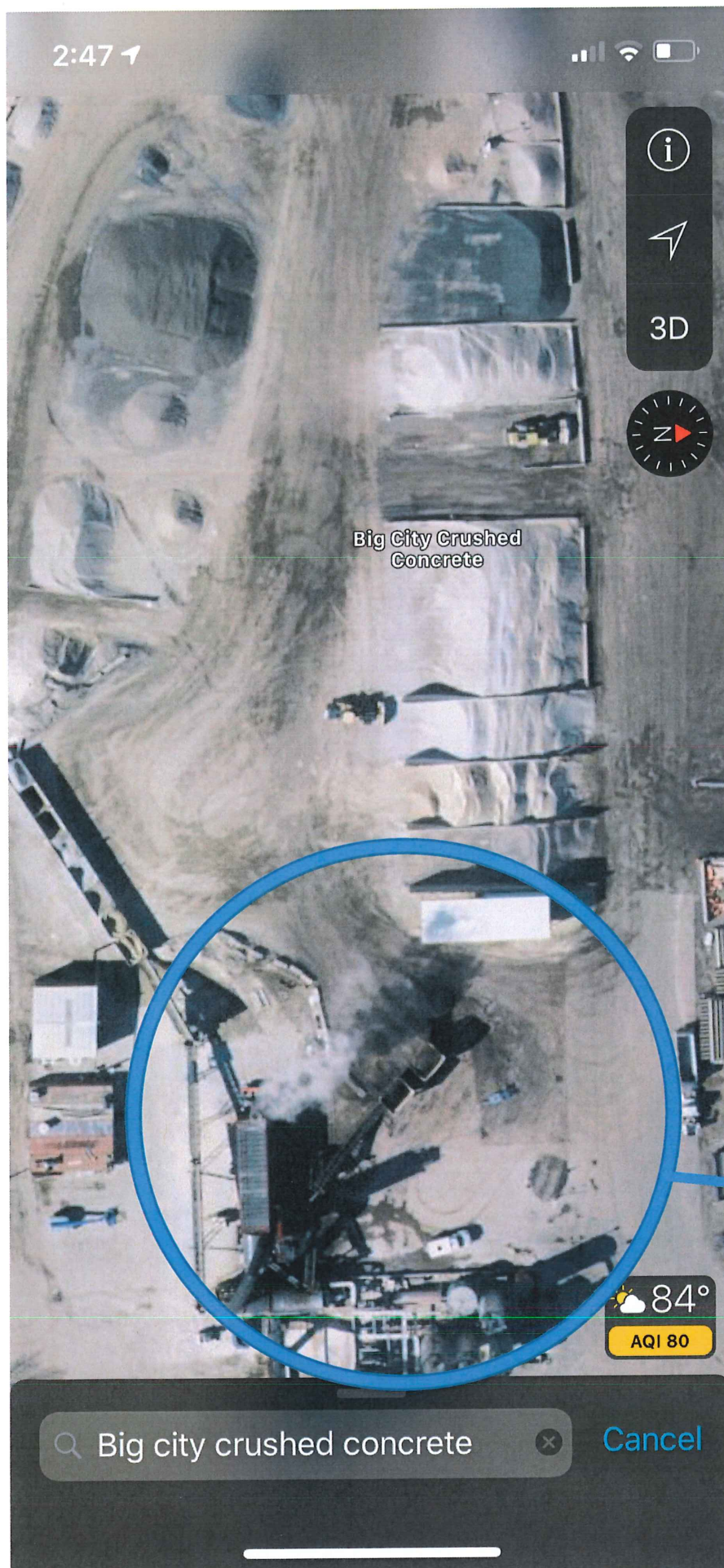
Big City Crushed Concrete – Lewisville, TX



Images from google maps and internet of Big City Crushed Concrete.

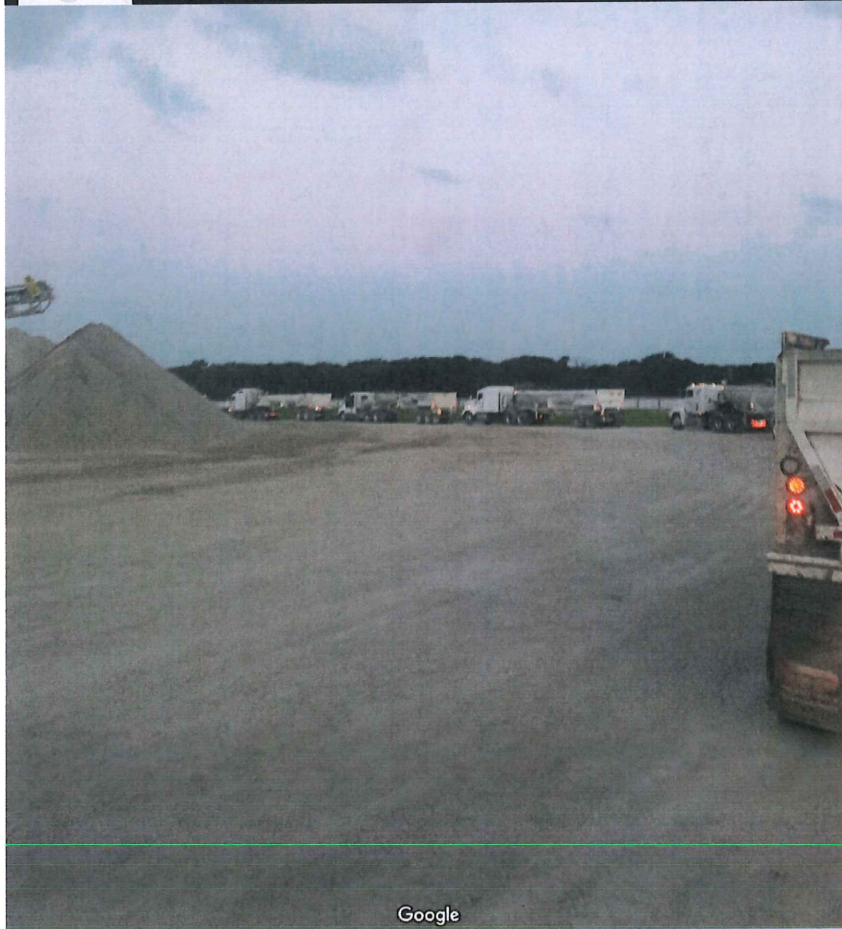
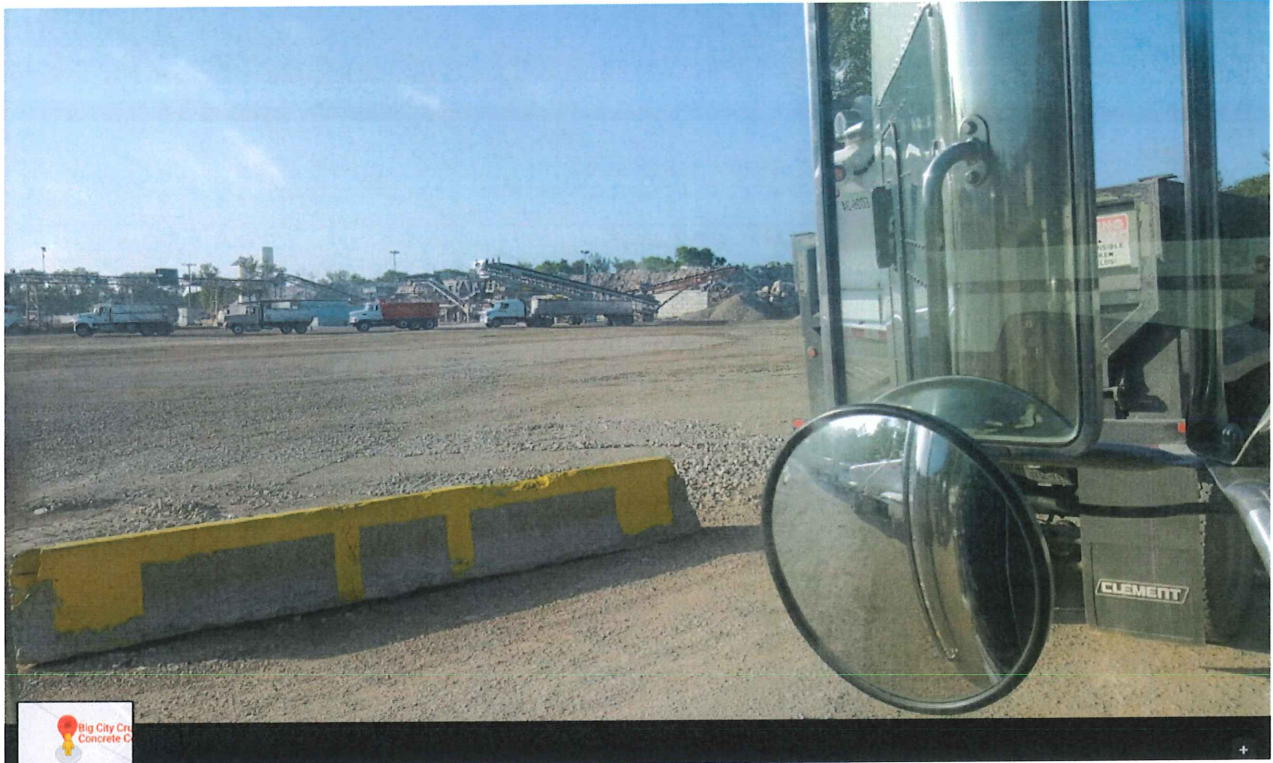
Large mounds of aggregate susceptible to wind.





Satellite Image
from Apple maps
of Big City Crushed
Concrete.

Notice: dust can
be seen from
satellite imagery.



Truck
traffic
waiting at
Big City
Crushed
Concrete.

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DONATE

TX

Select your location to view local American Lung Association information near you

Enter your zipcode

Zip Code

Click to search by zip code

or Select your state

State



Lung Health & Diseases

[www.lung.org](#) > [Lung Health and Diseases](#) > [Lung Disease Lookup](#) > [Silicosis](#)

Learn About Silicosis

Silicosis is a lung disease caused by breathing in tiny bits of silica, a mineral that is part of sand, rock, and mineral ores such as quartz. It mostly affects workers exposed to silica dust in occupations such as mining, glass manufacturing, and foundry work. Over time, exposure to silica particles causes scarring in the lungs, which can harm your ability to breathe.

Key Facts

There are three types of silicosis: acute, chronic, and accelerated.

It occurs in workers from mines, foundries, sandblasting, and glass manufacturing.

About 2 million US workers remain potentially exposed to occupational silica.

There is no cure for silicosis, but it can be prevented.

What Is Silicosis?

There are three types of silicosis:

Acute silicosis, which causes cough, weight loss, and fatigue within a few weeks or years of exposure to inhaled silica.

Chronic silicosis, which appears 10 to 30 years after exposure and can affect upper lungs and sometimes cause extensive scarring.

Accelerated silicosis, which occurs within 10 years of high-level exposure.

Silicosis can develop within a few weeks to even decades after exposure. When people breathe silica dust, they inhale tiny particles of the mineral silica. This silica dust can cause fluid buildup and scar tissue in the lungs that cuts down your ability to breathe. This can lead to lung scarring and cough, weight loss, and fatigue.

How Silicosis Affects Your Body

Silicosis affects the lungs by damaging the lining of the lung air sacs. Once this begins, it leads to scarring and, in some situations, to a condition called progressive massive fibrosis. This condition happens when there is severe scarring and stiffening of the lung, which makes it difficult to breathe.

People with acute silicosis experience cough, weight loss, tiredness, and may have fever or a sharp chest pain.

You may also have shortness of breath over time, especially with chronic silicosis. Your healthcare provider might hear crackles or wheezing when they listen to your lungs. Having silicosis increases the risk of other problems, such as tuberculosis, lung cancer, and chronic bronchitis.

Each type of silicosis affects the body somewhat differently:

In acute silicosis, the lungs become very inflamed and can fill with fluid, which causes severe shortness of breath and low blood oxygen levels.

In chronic silicosis, the silica dust causes areas of swelling in the lungs and chest lymph nodes, which makes breathing more difficult.

In accelerated silicosis, swelling in the lungs and symptoms occur faster than in chronic silicosis.

Over time, lung capacity decreases, and people with silicosis may need support with oxygen and other devices to help them breathe.

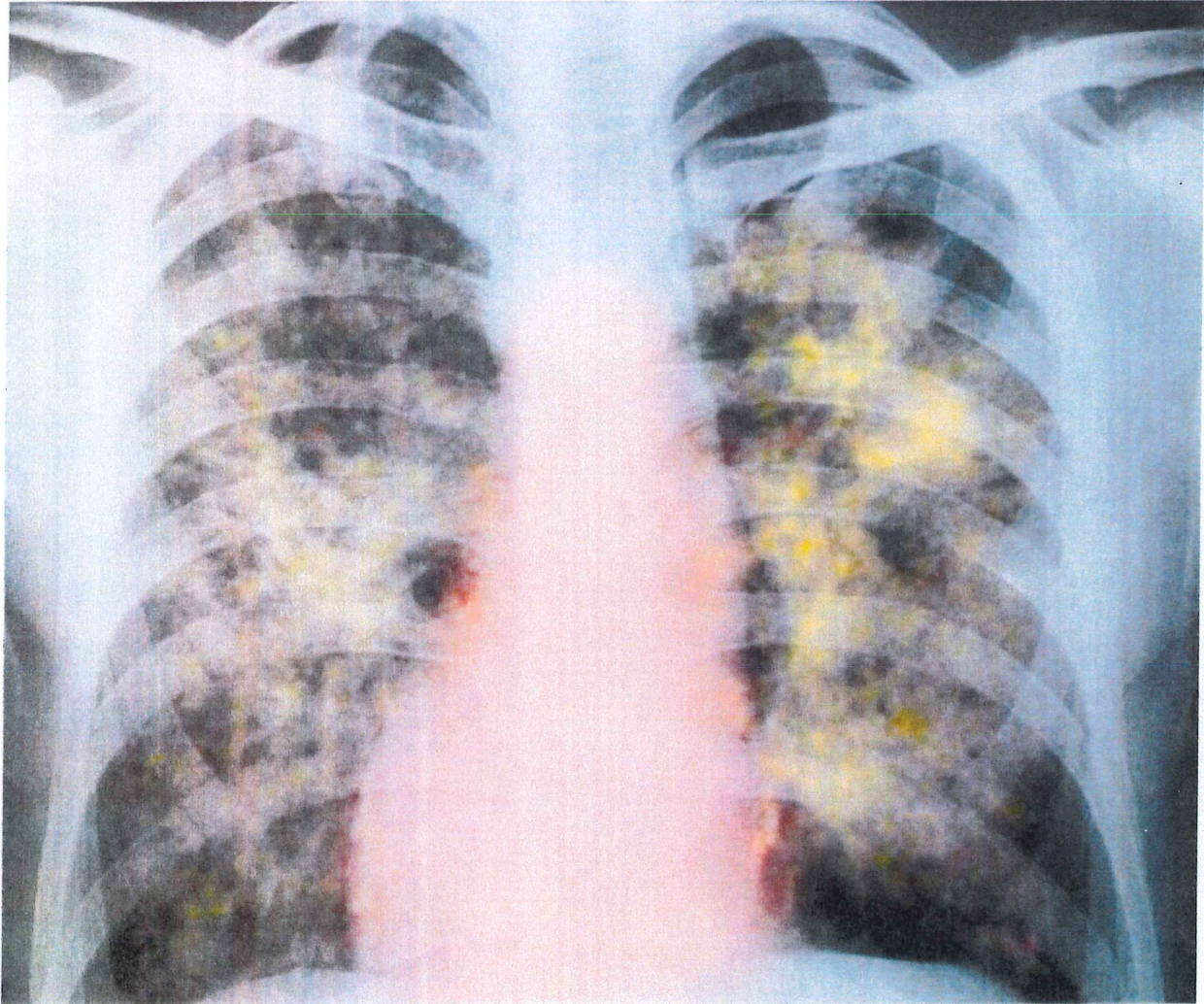
How Serious Is Silicosis?

Silicosis can cause major lung damage and accounts for more than 100 deaths each year in the United States.

[Learn more about living with silicosis.](#)

Coloured X-ray of the lungs of a patient with **silicosis**. The yellow grainy masses are areas of scarred tissue and inflammation.
Photograph: CNRI/Getty Images/Science Photo Library RM

Thu 28 Feb 2019 06.59 EST Last modified on Thu 28 Feb 2019 07.37 EST



Recycled Crushed Concrete

1. Identification

Product name:

Recycled Crushed Concrete

Other means of identification/Synonyms/Common Names:

Recycled Hardened Concrete, Recycled Crushed Concrete

Recommended use:

Recycled Crushed Concrete is used as a construction material.

Recommended restrictions:

None Known

Manufacturer/Contact info:

Vulcan Materials Company and its subsidiaries and affiliates
1200 Urban Center Drive
Birmingham, AL 35242

General Phone Number:

1.866.401.5424

Emergency Phone Number:

1.866.401.5424 (3E Company, 24hours/day, 7 Days/week)

Website:

www.vulcanmaterials.com

2. Hazard(s) Identification

Physical hazards:

Not Classified

Signal word:

Danger

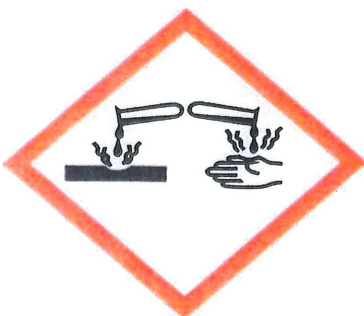
Health hazards:

Skin corrosion/irritation-Category 1B

Carcinogenicity-Category 1A

Specific target organ toxicity, single exposure- Category 3

Specific target organ toxicity, repeated exposure- Category 2



Hazard Statement:

Causes severe skin burns and eye damage

May cause cancer (Inhalation)

May cause respiratory irritation

May causes damage to organs (lung/respiratory system) through prolonged or repeated exposure (inhalation)

Precautionary statement:

Prevention

- Obtain special instructions before use. Do not handle until all safety precautions have been read and understood.
- Do not breathe dust, fume, or vapors. Use only outdoors or in a well ventilated area.
- Wash hands thoroughly after handling
- Use personal protective equipment as required. Wear protective gloves, protective clothing, eye protection, and face protection.

Response

- If exposed or concerned: Immediately call a Poison Center or doctor/physician. Get medical advice/attention
- Specific treatment (see the following information on this label)
- IF SWALLOWED: Rinse mouth Do NOT induce vomiting.
- IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse cautiously with water for several minutes.

- Rinse skin with water/shower. If skin irritation occurs: Get medical advice/attention.
- IF INHALED: Remove victim to fresh air and keep at rest position comfortable for breathing.
 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
 - Wash contaminated clothing before reuse.

Disposal

Dispose of contents/container in accordance with all local, regional, national, and international regulations.

Supplemental information:

Recycled crushed concrete contains a naturally occurring mineral complex with varying quantities of quartz (crystalline silica). Respirable Crystalline Silica (RCS) may cause cancer. Recycled crushed concrete may be subjected to various natural or mechanical forces that produce small particles (dust) which may contain respirable crystalline silica (particles less than 10 micrometers in aerodynamic diameter). Repeated inhalation of respirable crystalline silica (quartz) may cause lung cancer according to IARC, NTP; ACGIH states that it is a suspected cause of cancer.

3. Composition/information on ingredients

Chemical name	CAS number	%
Aggregate (crushed stone, sand, gravel, expanded shale)	Mixture	60-95
Quartz (crystalline silica)	14808-60-7	>1
Fly Ash	68131-74-8	0-11
Hydrated Portland Cement	65997-15-1	3-40

4. First-aid measures

Inhalation:

Dusts from hardened product may irritate the mouth, nose, throat and lungs. Remove person to fresh air. Dust in throat and nasal passages should clear spontaneously. Contact a physician if irritation persists or later develops.

Eyes:

Immediately flush eye(s) with plenty of clean water for at least 15 minutes, while holding the eyelid(s) open. Occasionally lift the eyelid(s) to ensure thorough rinsing. Beyond flushing, do not attempt to remove material from eye(s). Contact a physician if irritation persists or later develops.

Skin:

Wash affected areas thoroughly with mild soap and fresh water. Contact a physician if irritation persists or later develops. Burns should be treated as caustic burns.

Ingestion:

If person is conscious do not induce vomiting. Give large quantity of water and get medical attention. Never attempt to make an unconscious person drink.

Most important symptoms/effects, acute and delayed:

Dust may irritate the eyes, skin, and respiratory tract. Breathing respirable crystalline silica-containing dust for prolonged periods in the workplace can cause lung damage and a lung disease called silicosis. Symptoms of silicosis may include (but are not limited to) shortness of breath, difficulty breathing with or without exertion; coughing; diminished work capacity; diminished chest expansion; reduction of lung volume; right heart enlargement and/or failure.

Indication of immediate medical attention and special treatment needed:

Not all individuals with silicosis will exhibit symptoms of the disease. However, silicosis can be progressive and symptoms can appear even years after exposures have ceased. Persons with silicosis have an increased risk of pulmonary tuberculosis infection.

For emergencies contact 3E Company at 1.866.401.5424 (24 hours/day, 7 days/week).

5. Fire-fighting measures

Suitable extinguishing media:

This product is not flammable. Use fire-extinguishing media appropriate for surrounding materials.

Unsuitable extinguishing media:

None known.

Specific hazards arising from the chemical:

Contact (dust) with powerful oxidizing agents may cause fire and/or explosions (see section 10 of SDS).

Another reason to avoid concrete: silica dust

Lloyd Alter

February 14, 2019

Contractors are having trouble meeting the new safety standard.

The concrete industry likes to say that concrete is recyclable at the end of its life, although almost 80 percent of recycled concrete ends up as fill and road bases. But there is another problem; as the UK concrete centre notes, it is strong stuff that lasts a long time.

It is more than likely that a modern concrete building will come to the end of its useful life because no further use can be found for it, rather than because the concrete failed due to age.

It's hard work, taking it apart with big machines and jackhammers, and it creates a lot of silica dust. A new study has found that levels at demolition and crushing sites were way above the legal limits.

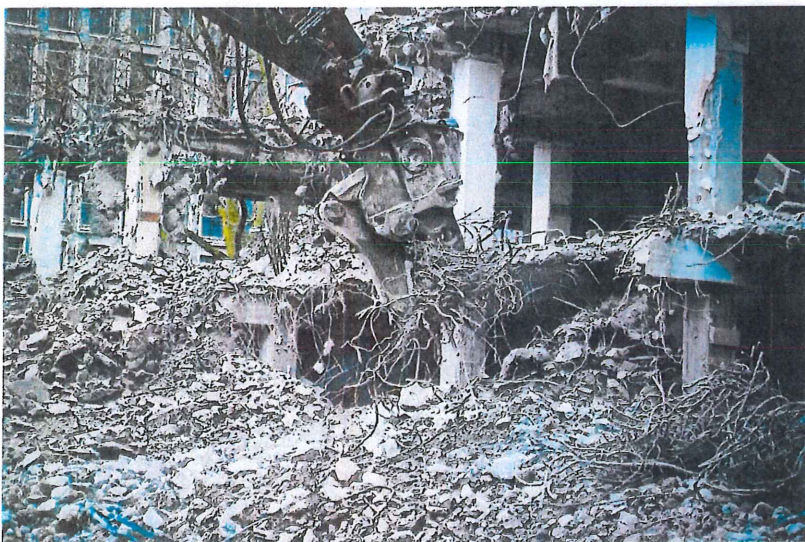
According to [Safety and Health Magazine](#),

Workers performing concrete chipping at substructure bridge repair sites had the highest level of respirable crystalline silica exposure, a time-weighted average of 527 micrograms per cubic meter of air. That is **more than 10 times the PEL of 50 micrograms per cubic meter** that OSHA established in its most recent silica regulation (1926.1153).

According to [Silica Safe](#), inhaling crystalline silica "can lead to serious, sometimes fatal illnesses including silicosis, lung cancer, tuberculosis (in those with silicosis), and chronic obstructive pulmonary disease (COPD)." There are between 3,600 to 7,300 new cases of silicosis in the USA each year.

Silica dust can be controlled with water, and workers can wear respirators and other protective gear. Silica Safe also recommends that workers change their clothes before bringing them home, showering before leaving the job site, and "parking your car where it will not be contaminated with silica." I have never heard of anyone ever doing this.

Silica dust gets into the air during construction as well as demolition, with grinding, drilling and other activities that come with concrete. Perhaps this is another good reason to use less of the stuff.



By Sandra Baker

sabaker@star-telegram.com

JUNE 15, 2017 07:25 PM, UPDATED JUNE 15, 2017 07:25 PM

FORT WORTH

A year after a proposed concrete crushing plant in east Fort Worth drew stiff opposition from city residents and the Zoning Commission, the Dallas developer is seeking a permit for the facility from a state agency that monitors air quality.

Wallace Hall Jr., a Dallas business owner and former University of Texas regent, filed an application [in April with the Texas Commission on Environmental Quality](#) for an air quality permit, which would authorize construction of a permanent concrete crusher, according to the agency.

Hall has wanted to build a plant along East First Street, near Gateway Park and the White Lake Hills neighborhood.

However, Hall, who applied for the permit under the newly formed East First Recycling LLC, would still be subject to city zoning ordinances, said TCEQ spokesman Andrew Keese.

"The TCEQ has the authority to regulate air quality, and any company planning construction of facilities that may emit air contaminants must receive authorization for those emissions from the TCEQ prior to beginning construction," Keese said in an email.

Jocelyn Murphy, a planning manager in Fort Worth's Planning and Development Department, said Thursday said she has let the state know the operation would violate city zoning.

Hall wanted to withdraw the case last June, but the [Zoning Commission went ahead and voted](#), hoping that the project would not resurface. The commission recommended the City Council deny with prejudice Hall's request to change the zoning classification on the 400-acre property that would have allowed a specific use for the concrete recycling facility. It's zoned for commercial, multifamily and agricultural uses.

The Zoning Commission received more than 1,000 letters, and petitions signed by more than 1,000 people, all in opposition. Denying a request "with prejudice" would prevent Hall from resubmitting the project for consideration for a year.

The council upheld the recommendation [based on the strong turnout of residents in surrounding neighborhoods who were concerned about air quality and traffic, among other things.](#)

District 4 [Councilman Cary Moon](#), where the property is located, said Thursday that he contacted the TCEQ a week ago after learning about the permit application, wanting to make sure the state permit would not supercede local zoning rules. Moon said he still opposes the project because his constituents do.

Moon said he has not spoken with Hall since the new permit application was filed.

Hall did not return a phone call seeking comment on the filing.

I don't view this as a battle with him. He found an avenue to get a permit for his project. He has the right to do that, and we have a right to say no.

Cary Moon, Fort Worth District 4 councilman

["I represent the folks of District 4, and I want to make sure their voices are heard."](#) Moon said. "I don't view this as a battle with him. He found an avenue to get a permit for his project. He has the right to do that, and we have a right to say no."

Hall holds hundreds of acres of floodplain along the Trinity River under a mitigation banking business. Mitigation banking allows a developer to obtain a permit to destroy a wetland if they invest in wetland creation or enhancement elsewhere.

Sandra Baker: [817-390-7727](tel:817-390-7727), [@SandraBakerFWST](https://twitter.com/SandraBakerFWST)

**778 Signatures opposing the Big City
Crushing Concrete plans for 1022 NE FM
1417, Sherman, TX 75090**

Petition to the Sherman, TX City Council

The following individuals are opposed to the Big City Crushed Concrete Plant facility being located at 1022 NE FM 1417 Sherman, TX 75090

Name	Address	Signature	Member of GBBC or GCS
Paul W. Stagg	150 Kennedy Rd ^{Sherman}		✓
David Duke	2604 Biscayne Sherman	David Duke	YES ✓
Paul Soule	1073 Mitchell St	Paul Soule	✓
Abcra Prado	1081 Mfche Dr Sh	Abcra Prado	✓
Deborah Matthews	713 Valentina Dr. Sherman	Deborah Matthews	YES
Michelle Matthews	301 N Heritage PKwy Sherman	M Matthews	YES
Dale Buchanan	328 W. Cherry, St	Dale Buchanan	
Bernard Fenton	602 MITCHELL RD SHERMAN	Bernard Fenton	GBBC
Vashti Clark	131 Loy Dr, Denison	Vashti Clark	GBBC
Peyton Williams	131 Loy Dr, Denison	Peyton Williams	GBBC
TABAS CLARK	131 Loy Dr, DENISON	TABAS CLARK	GBBC
Richard Fusaro	1400 FM 1417 NE Sherman	Richard Fusaro	GBBC
Pat Melton	2959 Baker Rd. Sherman	Pat Melton	Yes
Nancy Keller	1424 S Travis - Sherman	Nancy Keller	yes GBBC
Harley Keller	1424 S Travis - Sherman	Harley Keller	yes GBBC
Christie Howell	1424 S Travis Sherman	Christie Howell	GBBC
Nancy Finck	388 DAVY LN Denison	Nancy Finck	GBBC
DAVID BLAIR	2420 S. First St. Sh	David Blair	GBBC
Fred Thompson	403 Boddie Rd	Fred Thompson	GBBC
Jim Rawlins	3001 Mimosa Dr	Jim Rawlins	GBBC
Stan Quack	108 DEPOT	Stan Quack	GBBC
Whitney Billingsley	180 Kennedy Rd Sherman	Whitney Billingsley	GBBC
Phil Martin	1513 N Highland	Phil Martin	GBBC
Olyne Kaufman	370 Highland	Olyne Kaufman	GBBC
Masanday	88 River Hill Dr	Masanday	GBBC

Petition to the Sherman, TX City Council

The following individuals are opposed to the Big City Crushed Concrete Plant facility being located at 1022 NE FM 1417 Sherman, TX 75090

Name	Address	Signature	Member of GBBC or GCS
Terry Matthews	713 Valentine Sherman Tx	Terry Matthews	GBBC
Deborah Conyers	9187. Rickotts Sherman	Deborah Conyers	GBBC
Jack K. Krueger	1033 Thatcher Denison	Jack K. Krueger	GBBC
Eve Krueger	1033 Thatcher Denison	Eve Krueger	GBBC
Karen Webster	275 Ridge View Dr	Karen Webster	GBBC
Kirsten Webster	3216 Bannockburn Sherman Tx	Kirsten Webster	GBBC
Monica Spindle	10525 N State Hwy 78 Ravenna, TX 75476	Monica Spindle	GBBC
Claudia Messer	10525 N State Hwy 78 Ravenna TX 75476	Claudia Messer	GBBC
Debbie Welch	423 S. Loving Ave Sherman TX 75090	Debbie Welch	GBBC
Bob Roberts	9191 STATE 56		
Charles C. Welch	423 S. Loving Ave	Charles C. Welch	GBBC
Jana Endler	43 Knob Hill Rd Whitewright TX 75491	Jana Endler	GBBC
John Endler	43 Knob Hill Whitewright TX 75491	John Endler	GBBC
Beverly Duke	2624 Biscayne	Beverly Duke	GBBC
Laura Spindle	1301 Island Bayou	Laura Spindle	GBBC
David E. Kelly	2908 Monte Cristo Dr	David E. Kelly	GBBC
Bob Cathey	404 Blackmon Bell	Bob Cathey	GBBC YES
BETTY CATHEY	404 BLACKMON TRL BELLS	Betty Cathey	YES
Alfred Weeber			
Teressa Donohoe	2616 Old Stables Celina	Teressa Donohoe	
Edna Donohoe	2616 OLD STABLES DR	Edna Donohoe	GBBC
Kathy Worshington	6865 FM 1753 Denison TX	Kathy Worshington	GBBC
Mike Williams	10 A Teowaw Circle Sherman	Mike Williams	GBBC
Tyr Downes	2007 Ridgeway Dr RR TX	Tyr Downes	Celebration
Robert Cowles	66 Midway Acres Howe, TX	Robert Cowles	GBBC

Petition to the Sherman, TX City Council

The following individuals are opposed to the Big City Crushed Concrete Plant facility being located at 1022 NE FM 1417 Sherman, TX 75090

Name	Address	Signature	Member of GBBC or GCS
Arctey Lynne	1818 W Shields Dr	Arctey Lynne	GBBC
April Lynne	1818 W Shields Dr	April Lynne	GBBC/GCS
Shirley Fortin	602 Mitchell Rd.	Shirley Fortin	GBBC
Thelma Juman	602 Mitchell Rd	Thelma Juman	GBBC
Tea Juman	602 Mitchell Rd	Tea Juman	GBBC
Jamara Stock	1402 FM 1417 NE	Jamara Stock	GBBC Staff
Jennifer Stapleton	112 Reece, Trenton TX	Jennifer Stapleton	GCS
Danny Wilcocks	4328 W. Raven Dr	Danny Wilcocks	GBBC
Mary Ann Wilcocks	4328 W. Raven Dr	Mary Ann Wilcocks	GBBC
Betty Arrington	1504 Smith Rd	Betty Arrington	GBBC
Mopine Ridgely	1218 E ID Rd	Mopine Ridgely	GBBC
Warren Ridgely	1218 E ID Rd	Warren Ridgely	GBBC
Daniel Scott	818 S. Valentine	Daniel Scott	GBBC
Barbara Neal	1420 Bolson de Sherman	Barbara Neal	GBBC
Larry Neal	1420 Bolson de Sherman	Larry Neal	GBBC
Bruce Turner	14030 W 20th 12d	Bruce Turner	"
M. Ann Atwood	204 S Dugan St	M. Ann Atwood	GBBC
Colton Spindle	1500 Island Bayou	Colton Spindle	GBBC
Amber Harrington	1800 W. Washington St. Apt 1102	Amber Harrington	GBBC
Tamara Krohn	878 Ridgeview Dr	Tamara Krohn	No
Tareed Hufsch	1117 Marchberger Lane	Tareed Hufsch	Yes
Gene Malina	1213 Ridgeview Dr.	Gene Malina	Yes
Mary Watkins	3836 Englewood Ln. Ft. W.	Mary Watkins	No
Chari Brader	1920 Ridgecrest Ln	Chari Brader	Yes!
Naren Brown	3301 N. FM 1417 #21	Naren Brown	No

live on
the property

Petition to the Sherman, TX City Council

The following individuals are opposed to the Big City Crushed Concrete Plant facility being located at 1022 NE FM 1417 Sherman, TX 75090

Name	Address	Signature	Member of GBBC or GCS
Arden Torquigny	4743 Sistrunk	Arden Torquigny	Yes
Laura Bellows	1809 Catalina Cir	Laura Bellows	Yes
Chris Fuldner	717 Mahogany	Chris Fuldner	no
Sheena Fuldner	717 Mahogany	Sheena Fuldner	no
Ram Molinar	1213 Ridgeview	Ram Molinar	Yes
Sarah Kaldyn	10055 Throckmorton	SK. Mustaf	Yes
Bobbie DeCartier			
Maryjane Johnson	2601 Bennett Ave, Sherman	Maryjane Johnson	No
John Dick	1294 Webb Smith Rd, Sherman	John Dick	Yes
Madison Harington	141 Lakeview dr, Denison	Madison Harington	yes
Lucas Webster	3216 Bandera Dr.	Lucas Webster	yes
Kara Willits	501 S. Charles St	Kara Willits	yes
Rhonda Rawlin	3001 mimosa Dr.	Rhonda Rawlin	yes
Jacob Sexton	215 Cordell Rd Sadler	Jacob Sexton	yes
Cody Sexton	215 Cordell Rd Sadler	Cody Sexton	yes
Hannah Scott	818 S. Valentine Dr.	Hannah Scott	yes

Petition to the Sherman, TX City Council

The following individuals are opposed to the Big City Crushed Concrete Plant facility being located at 1022 NE FM 1417 Sherman, TX 75090

[illegible]

Petition to the Sherman, TX City Council

The following individuals are opposed to the Big City Crushed Concrete Plant facility being located at 1022 NE FM 1417 Sherman, TX 75090

[illegible]

Petition to the Sherman, TX City Council

The following individuals are opposed to the Big City Crushed Concrete Plant facility being located at 1022 NE FM 1417 Sherman, TX 75090

Name	Address	Signature	Member of GBBC or GCS
Richard AARISTO	1509 Smith Rd	Richard AARISTO	✓
Richard Muez	100 Gant Rd	Richard Muez	GBBC ✓
Joel Fitzsimmons	2403 Dianna Sherman	Joel Fitzsimmons	GBBC
Joel Fitzsimmons	810 Starling H+H	Joel Fitzsimmons	GBBC
Richard Ulmschneider	9510 State Hwy 50	Richard Ulmschneider	✓
Carrie Ulmschneider	9510 State Hwy 50	Carrie Ulmschneider	✓
Allyssa Hutson	1112 Macgregor Ln	Allyssa Hutson	✓
Carol Jones	373 Jim Lamb Rd.	Carol Jones	✓
Cynthia Rostyne	3523 F.M. 153	Cynthia Rostyne	✓
Tony Gibson	4517 Const. Sherman TX 75090	Tony Gibson	✓
James Miller	2012 Princess Sherman	James Miller	✓
Walter Sutton	215 Cordell Rd IV	Walter Sutton	✓
Jasper Anderson	3001 Mimosa Dr	Jasper Anderson	GBBC
Maria Pedro	500 S Contemporary Dr	Maria Pedro	✓
Porfirio Pedro	500 S Contemporary Dr	Porfirio Pedro	✓
Perry West	128 Valerie Krollwood	Perry West	✓

Petition to the Sherman, TX City Council

The following individuals are opposed to the Big City Crushed Concrete Plant facility being located at 1022 NE FM 1417 Sherman, TX 75090

[illegible]

Petition to the Sherman, TX City Council

The following individuals are opposed to the Big City Crushed Concrete Plant facility being located at 1022 NE FM 1417 Sherman, TX 75090

[illegible]

Petition to the Sherman, TX City Council

The following individuals are opposed to the Big City Crushed Concrete Plant facility being located at 1022 NE FM 1417 Sherman, TX 75090

[illegible]

Petition to the Sherman, TX City Council

The following individuals are opposed to the Big City Crushed Concrete Plant facility being located at 1022 NE FM 1417 Sherman, TX 75090

[illegible]

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Petition to the Sherman, TX City Council

The following individuals are opposed to the Big City Crushed Concrete Plant facility being located at 1022 NE FM 1417 Sherman, TX 75090

[illegible]

Petition to the Sherman, TX City Council

The following individuals are opposed to the Big City Crushed Concrete Plant facility being located at 1022 NE FM 1417 Sherman, TX 75090

Name	Address	Signature	Member of GBBC or GCS
Dick Webster	275 Ridgewood Avenue	Dick Webster	GBBC
Pat Shaffer	401 CR 2575 DALLAS	Pat Shaffer	GBBC
RANDALL SHAFER	Randall Shaffer 401 CR 2575 DALLAS, TX	Randall Shaffer	GBBC
DAVID GOODWIN	1402 FM 1417 N E SHERMAN	David Goodwin	GBBC
WILMA GOODWIN	1402 FM 1417 NE, SHERMAN	Wilma Goodwin	GBBC
Greta McDaniel	421 S Lovia Sherman	Greta McDaniel	GBBC
Robert McDaniel	421 S Lovia Sherman TX	Robert McDaniel	GBBC
Judy Campbell	C.P.O. Box 1172 SHERMAN, TX 75091 23 JUNCTION RD SHERMAN	Judy Campbell	
Jimmy Lacey	706 S. Crockett	Jimmy Lacey	GCS
Judy Butler	211 E Canyon Grove Rd 823	Judy Butler	GCS
George Ward	11847 N FM 1417 EXT	George Ward	
Duane Stanford	127 STANFORD CT SHERMAN	Duane Stanford	
Con Ann Stanford	127 Stanford Ct Sherman	Con Ann Stanford	
David Amaske III	2959 Preston Club Dr	David Amaske III	GBBC
Heon Bates	189 OLO Perrin Rd.	Heon Bates	GBBC
Wanda Gipe	555 Tate Cir.	Wanda Gipe	GBBC
Delia Cole	555 Tate Cir.	Delia Cole	GBBC

live on
ne property

[illegible]

Teacher

Petition to the Sherman, TX City Council

The following individuals are opposed to the Big City Crushed Concrete Plant facility being located at 1022 NE FM 1417 Sherman, TX 75090

[illegible]

Petition to the Sherman, TX City Council

The following individuals are opposed to the Big City Crushed Concrete Plant facility being located at 1022 NE FM 1417 Sherman, TX 75090

[illegible]

Recipient: Sherman TX City Council

Letter: Greetings,

Reject Big City Concrete Plans in Sherman, TX on FM 1417

Signatures

Name	Location	Date
Greg Rostyne	Sherman, TX	2019-06-12
Jeannie Duarte	Sherman, US	2019-06-12
Brad Durham	Sherman, US	2019-06-12
Maria Jeffrey	Dallas, US	2019-06-12
Bailey Moran	Sherman, US	2019-06-12
DeAnn Sutton	Sherman, US	2019-06-12
Swathi Chikkala	Sherman, US	2019-06-12
Greg Moran	Sherman, US	2019-06-12
Kelly Lowery	Sherman, US	2019-06-12
Aliesha Schulze	Sherman, US	2019-06-12
KATHRYN SAMFORD	Mckinney, US	2019-06-12
WALT JEFFREY	Sherman, US	2019-06-12
Elisha Zielke	Sherman, US	2019-06-12
K B	Sherman, US	2019-06-12
Penny Shelton	Savoy, US	2019-06-12
Elizabeth Stevens	Columbus, US	2019-06-12
Jackie Day	Dallas, US	2019-06-12
Tori Martin	Dallas, US	2019-06-12
Heather Buck	Sherman, US	2019-06-12
Corey Martin	Denison, US	2019-06-12

Name	Location	Date
Mary Ford	Rochester, US	2019-06-12
Penny Verkleir	Sherman, US	2019-06-12
Jonathan Saucedo	Columbus, US	2019-06-12
Amy Milner	Denison, TX	2019-06-12
Molly Brown	Sherman, US	2019-06-12
Madison Craig	Sherman, US	2019-06-12
Christina Marshall	Sherman, US	2019-06-12
Michael Speed	Sherman, US	2019-06-12
Sarah Cox	Sherman, US	2019-06-12
Emily Waldrip	Van Alstyne, US	2019-06-12
kara stacks	Frisco, US	2019-06-12
Rhonda Dick	Sherman, US	2019-06-12
Elisha Robison	Sherman, US	2019-06-12
Shanae Floyd	Denison, US	2019-06-12
Lindsay Sutton	Bonham, TX	2019-06-12
Rebecca Chase	Sherman, US	2019-06-12
Ruby Stout	Sherman, US	2019-06-12
Ezra Shelton	Sherman, US	2019-06-12
Samantha Tarpley	Denison, US	2019-06-12
Sarah-Jo Shelton	Sherman, US	2019-06-12
Brady Blackshear	Sherman, US	2019-06-12
Cathy Zielke	Whitesboro, US	2019-06-12

Name	Location	Date
Alison Hearrell	Sherman, US	2019-06-12
Leslie Gonzilas	Whitesboro, US	2019-06-12
Ember Johnson	Buffalo, US	2019-06-12
Susan Rison	Mount Sterling, US	2019-06-12
Kelley Owens	Bonham, US	2019-06-12
Lana Dunlap	Sherman, US	2019-06-12
Whitney Klug	Sherman, US	2019-06-12
Chelsey McGinnis	Niceville, US	2019-06-12
Colin Ashlock	Pass Christian, US	2019-06-12
Ben Dever	Sherman, US	2019-06-12
Kara Moran	Sherman, US	2019-06-12
Darla Rostyne	Sherman, US	2019-06-12
Heather Thompson	Sherman, US	2019-06-12
Jana Zielke	Whitesboro, US	2019-06-12
Cheryl Bosque	Hurst, US	2019-06-12
Brenda Samuels	Oxford, US	2019-06-12
Ricki Golden	Bonham, US	2019-06-12
Allison Witt	Mt Sterling, US	2019-06-12
krystal vincent	Gainesville, TX	2019-06-12
Keith Drewry	Denison, US	2019-06-12
Mark Barrett	Ponca City, US	2019-06-12
Cassandra Douglas	Denison, US	2019-06-12

Name	Location	Date
Rosie Pilcher	Denison, US	2019-06-12
Terry Jones	Anniston, AL	2019-06-12
Lindsey McGlynn	Richmond, US	2019-06-12
Carla Mulvaney	Denison, US	2019-06-12
Angela Dick	Dallas, US	2019-06-12
Jon Meeks	Denison, US	2019-06-12
Myra Neal	Sherman, US	2019-06-12
Cindy Stephens	Tyngsboro, MA	2019-06-12
Amy Gregory	Sherman, US	2019-06-12
Conner Layman	Columbus, US	2019-06-12
Kathleen Spence	Franklin, US	2019-06-12
Gary Cox	Sherman, US	2019-06-12
Dixie Sevrey	Sherman, US	2019-06-12
Joe Dan Shelton	Bells, US	2019-06-12
Kim Brewer	Sherman, TX	2019-06-12
Michael Waldrip	Denton, US	2019-06-12
Jessica Medaris	Sherman, US	2019-06-12
Elisha Donise	Ardmore, US	2019-06-12
Lou Anne Quick	Whitesboro, US	2019-06-12
Lori Watson	Van Alstyne, US	2019-06-12
Deanne Judd	Sherman, US	2019-06-12
Talitha Shelton	Sherman, US	2019-06-12

Name	Location	Date
Deborah Murphree	Sherman, US	2019-06-12
Susan Hulstine	Sherman, US	2019-06-12
Kara Willits	Sherman, US	2019-06-12
Tenise Blackshear	Sherman, TX	2019-06-12
Elaine Miller	Sherman, US	2019-06-12
Blake Murphrrr	Sherman, US	2019-06-12
Bethany Clifton	Sherman, US	2019-06-12
David Faulkner	Dallas, TX	2019-06-12
Sara Dick	Sherman, US	2019-06-12
jennifer Flood	Sherman, US	2019-06-12
Jennifer Webster	Sherman, US	2019-06-12
Billy Dusenberry	Sherman, US	2019-06-12
Elizabeth Magnusson	Sherman, TX	2019-06-12
David Staggs	Sherman, US	2019-06-12
Jessica Saucedo	Columbus, US	2019-06-12
Nancy Finch	Denison, US	2019-06-12
Corbin Zielke	Sherman, US	2019-06-12
Lindsay West	Sherman, US	2019-06-12
Richard Fusaro	Sherman, US	2019-06-12
Elijah Brown	Sherman, US	2019-06-12
Randall Weaver	Dallas, US	2019-06-12
Jeff Gregory	Sherman, US	2019-06-12

Name	Location	Date
Bobby Starr Bobby Starr	Sherman, US	2019-06-12
Katie Stegman	Sherman, US	2019-06-12
Alex Flood	Sherman, US	2019-06-12
Sarah Wilkins	Sherman, TX	2019-06-12
Martha Washburn	Denison, TX	2019-06-12
Connie Howard	Meridian, US	2019-06-12
Yadira Macias	Orange cove, US	2019-06-12
Emma Shelton	Bells, US	2019-06-12
Sarah Dusenberry	Tom Bean, US	2019-06-12
Stephanie Rudd	Bells, TX	2019-06-12
Nicole Finch	Denison, US	2019-06-12
Maricela Reyna	Lewiston, US	2019-06-12
dewanna taylor	Whitewright, TX	2019-06-12
Michelle Cole	Anniston, US	2019-06-12
Linda Hamilton	Columbus, US	2019-06-12
Gwen Boyd	Sherman, US	2019-06-12
Cassie Dooley	Sherman, US	2019-06-12
Joyce REED	Sherman, US	2019-06-12
Karen Empcke	Celina, TX	2019-06-12
Kristie Coffman	Sherman, US	2019-06-12
Melissa Salazar	Denison, US	2019-06-12
Brittany Denman	Sherman, US	2019-06-12

Name	Location	Date
Jessica Anderson	Covington, LA	2019-06-12
Michelle Dowell	Plano, US	2019-06-12
Brendan Yarborough	Mckinney, US	2019-06-12
Karrie Snow	Dallas, US	2019-06-12
Debbie Forzani	Texas	2019-06-12
Michael Coffman	Sherman, US	2019-06-12
Robert Buck	Sherman, US	2019-06-12
Gentry Babin	Calera, US	2019-06-12
James Clifton	Sherman, US	2019-06-12
Stephanie Brooks	Sherman, US	2019-06-12
Karen Henry	Redford, US	2019-06-12
amy watson	Sherman, TX	2019-06-12
Bart Rison	Mount Sterling, US	2019-06-12
Elizabeth Montminy	Sherman, TX	2019-06-12
Andrew Dunlap	Rio Rancho, US	2019-06-12
Alice Mahana	Sherman, US	2019-06-12
Pamela Croker	Sherman, US	2019-06-12
Kristen Alvidrez Kristen Alvidrez	Sherman, US	2019-06-12
Kathy Brauch	Sherman, US	2019-06-12
Brittney Hampton	Sherman, US	2019-06-12
angela Evangelist	Sherman, US	2019-06-12

Name	Location	Date
Linda Taylor	Sherman, TX	2019-06-12
Jennifer Harmon	Grapevine, US	2019-06-12
Britton Gouard	Pottsboro, TX	2019-06-12
Alexia Mitchell	Carrollton, US	2019-06-12
Carolyn Ryan	Sherman, US	2019-06-12
Emily Ott	Anniston, AL	2019-06-12
Deborah Mitchell	Denison, US	2019-06-12
LuAnn Daniel	Lewiston, ID	2019-06-12
Mike Merrell	Deniso, US	2019-06-12
Laura Rutherford	Pocatello, US	2019-06-12
Mary Sauls	Sherman, US	2019-06-12
Lauren Sutton	Sherman, US	2019-06-12
Edna Shomo	Sherman, US	2019-06-12
Brooke Logan	Sherman, US	2019-06-12
Loma Cox	Sherman, US	2019-06-12
Amanda Moore	Canton, US	2019-06-12
Greg Rostyne	Sherman, US	2019-06-12
Rachel Mozingo	Austin, US	2019-06-12
Amanda Whaley	Denison, US	2019-06-12
Todd Stout	Pilot Point, US	2019-06-12
DeAnn Drewry	Sherman, US	2019-06-12
Jessalyn Diehl	Mckinney, US	2019-06-12

Name	Location	Date
Alexia Mccarthy	Grand Prairie, US	2019-06-12
Erica Dunnihoo	Pottsboro, US	2019-06-12
Catherine Colocho	Anniston, US	2019-06-12
Rebecca Mullens	Sherman, TX	2019-06-12
Blake Murphree	Sherman, US	2019-06-12
Kristie Booth	Durant, US	2019-06-12
Linda Pierson	Shawnee, US	2019-06-12
Amy Archer	Bells, US	2019-06-12
Jim Chitty	Sherman, US	2019-06-12
Tina Jeffrey	Bells, US	2019-06-12
Vashti Clark	Denison, US	2019-06-12
Terry Jenkins	Dallas, US	2019-06-12
Jennifer Hawley	Denison, TX	2019-06-12
Rebecca Yavner	Sherman, TX	2019-06-12
Donald Stoehr	Sherman, US	2019-06-12
Lucy Salazar	Eules, US	2019-06-12
Stefanie Garner	Sherman, TX	2019-06-12
Katharyne Rhodes	Richmond, TX	2019-06-12
Jennifer Morton	Sherman, US	2019-06-12
Kaitlin McDonough	Denison, US	2019-06-12
Kaelan Warren	Mckinney, US	2019-06-12
Connie Hartwig	Sherman, US	2019-06-12

Name	Location	Date
Rick measles	Bells, TX	2019-06-12
Delana Hutson	Sherman, US	2019-06-12
Lisa Stacks	Sherman, US	2019-06-12
Stephanie Godfrey	Columbus, US	2019-06-12
Caitlin Cox	Sherman, TX	2019-06-12
jeannette livsey	Sherman, US	2019-06-12
Marcam Dick	Sherman, US	2019-06-12
Nicole Brown	Mckinney, US	2019-06-12
Sylvia Work	Denison, US	2019-06-12
Susan McCall	Denton, US	2019-06-12
Emogene Gronemeier	Sherman, US	2019-06-12
Billie Hall	Sherman, US	2019-06-12
Sunny Golani	Sherman, US	2019-06-12
Mary Alice Seekford	Sherman, US	2019-06-12
Jennifer Hayes	Howe, US	2019-06-12
Bertha Enriquez	houston, TX	2019-06-12
Cory Johnson	Frankfort, US	2019-06-12
Alicia Keith	Sherman, TX	2019-06-12
Stephen Hearrell	Anniston, US	2019-06-12
Kimberly Fincher	Caddo, US	2019-06-12
Erica Hulstein	Carrollton, US	2019-06-12
Lawrence Gomez	Whitesboro, US	2019-06-12

Name	Location	Date
Barbara Dunnihoo	Mcalester, US	2019-06-12
MiMi tofour	denison, TX	2019-06-12
Michael Shomo	Sherman, US	2019-06-12
Jennifer Rowland	Fort worth, US	2019-06-12
Jewelee Gremillion	Houston, TX	2019-06-13
Michael Verkleir	Sherman, US	2019-06-13
Yvonne Ward	Sherman, US	2019-06-13
Taylor evangelist	Sherman, US	2019-06-13
Susanne Kulbeth	Sherman, US	2019-06-13
Bo Wallace	Bastrop, US	2019-06-13
Stephanie Gibbs	Mccall, US	2019-06-13
Cheryl Wood	Hamilton, US	2019-06-13
Monty Taylor	Sherman, US	2019-06-13
Kevin Stevens	Columbus, US	2019-06-13
Jennifer Gomez	Sherman, US	2019-06-13
Sue Ann Spencer	Mccall, US	2019-06-13
Alison Hearrell	Sherman, US	2019-06-13
Joy Wright	Pottsboro, US	2019-06-13
Brandi Jones	Denison, US	2019-06-13
Monika Smith	Sherman, US	2019-06-13
Andrea Clark	Pottsboro, US	2019-06-13
Shawn Jones	Whitesboro, US	2019-06-13

Name	Location	Date
Jacob Spurlock	Sherman, US	2019-06-13
Kim Moore	Sherman, US	2019-06-13
Stephanie Teer	Greenville, US	2019-06-13
Rebecca Roach	kaufman, US	2019-06-13
Jackie Hill	Weatherford, TX	2019-06-13
Mike Hill	Weatherford, US	2019-06-13
Mitchell Garrison	Pottsboro, TX	2019-06-13
Chris Kirby	Sherman, US	2019-06-13
Oscar Colorado	Dallas, US	2019-06-13
Lindsey Kirby	Sherman, US	2019-06-13
Missy Trader	Sherman, US	2019-06-13
Amy Meredith	Sherman, TX	2019-06-13
Linda Warren	Bonham, US	2019-06-13
Cynthia Stone	Savoy, US	2019-06-13
Ashley Ford	Sherman, US	2019-06-13
Audra Mitchell	Howe, US	2019-06-13
Casey Towles	Sherman, US	2019-06-13
Debbie Roesler	Denison, US	2019-06-13
Tina Nguyen	Denver, US	2019-06-13
Elizabeth Gilbert	Sherman, TX	2019-06-13
Kim Rodriguez	Calhoun, US	2019-06-13
Thomas Roesler	Denison, US	2019-06-13

Name	Location	Date
Amber Mcconkey	Sherman, US	2019-06-13
Donella Mcconkey	Sherman, US	2019-06-13
Lydia Powell	Sherman, US	2019-06-13
Aaron Jones	Gardena, US	2019-06-13
Mary Harris	Jamestown, TN	2019-06-13
Audrey Drake	Denison, US	2019-06-13
Tracey Bilderback	Denison, US	2019-06-13
Barbara Neal	Meridian, US	2019-06-13
Joanna Peacock	Sherman, US	2019-06-13
Rosa Serrano	Sherman, US	2019-06-13
Cheyenne Roach	Denison, US	2019-06-13
Allen Hulstine	Sherman, US	2019-06-13
Amanda Ashlock	Sherman, US	2019-06-13
María C Domínguez	Sherman, US	2019-06-13
Glenda Armstrong	Princeton, TX	2019-06-13
Alysa Spurlock	denison, US	2019-06-13
William Perry	Irving, US	2019-06-13
Amber Johnson	Denison, US	2019-06-13
Isaac Colgrove	Denison, US	2019-06-13
Rebecca Peacock	Sherman, US	2019-06-13
Patricia Guier	Arlington, US	2019-06-13
Cherie Rivera	Sherman, US	2019-06-13

Name	Location	Date
Kathy Knight	Staunton, VA	2019-06-13
Stephanie Harrington	Denison, US	2019-06-13
Ginger Montgomery	Ravenna, US	2019-06-13
Abby Hartwig	Sherman, US	2019-06-13
Cody Mathes	Dallas, US	2019-06-13
Adrian Thurston	Sherman, US	2019-06-13
Lindsey Coursey	Dallas, US	2019-06-13
Emily Hartwig	Sherman, US	2019-06-13
JoAnn Vibbard	Pottsboro, US	2019-06-13
Novella Cripe	Ponca City, US	2019-06-13
Chandler Hamilton	Sherman, US	2019-06-13
Eric Schmitt	Sherman, US	2019-06-13
Shwe Yamone Oo	Miami Beach, FL	2019-06-13
Katrina Smith	Sherman, US	2019-06-13
Natasha Irvin	Denison, US	2019-06-13
Lacey Kromeich	Sherman, US	2019-06-13
Shyenne Harvey	Durant, US	2019-06-13
Cassidy Shelton	Sherman, US	2019-06-13
Kyle Curry	Sherman, US	2019-06-13
Kara Willits	Sherman, US	2019-06-13
Lois Hills	Sherman, US	2019-06-13
Sara North	Denison, TX	2019-06-13

Name	Location	Date
Sandra Flores	Cypress, TX	2019-06-13
Tracy Brown	Sherman, US	2019-06-13
Teloa Pearman	Katy, US	2019-06-13
JoLee Louis	Coalgate, US	2019-06-13
John Ruth	Denison, US	2019-06-13
Matt Ticzkus	Tel Aviv, Israel	2019-06-13
Tammy Henderson	US	2019-06-13
Crystal Winn	Laurel, US	2019-06-13
Stephanie Nantz	Scurry, US	2019-06-13
Karen Curry	Sherman, US	2019-06-13
Cody Samford	Mckinney, US	2019-06-13
Erik VanMeter	Sherman, US	2019-06-13
Wanda Talley	Garland, US	2019-06-13
Brian Lankford	Aubrey, TX	2019-06-13
Miranda Bennett	Sherman, US	2019-06-13
Zack Kirby	Sherman, US	2019-06-13
mackenzie cook	Charleston, US	2019-06-13
Melissa Harder	Sherman, TX	2019-06-13
Eli Cook	Charleston, US	2019-06-13
Nancy Solis	Sherman, US	2019-06-13
Briana Smith	Sanger, TX	2019-06-13
Crystal Marion	Charleston, US	2019-06-13

Name	Location	Date
Joe Everheart	Van Alstyne, US	2019-06-13
David Hutchens	Ballwin, US	2019-06-13
Laura Benner	Plano, US	2019-06-13
Lexi Hagans	Sherman, US	2019-06-13
Christy Flanagan	Leonard, US	2019-06-13
Sandra Ferdinand	Sherman, US	2019-06-13
P J Boozer	Sherman, US	2019-06-13
Elena Armstrong	Sherman, TX	2019-06-13
Caleb Calhoun	Charleston, WV	2019-06-13
Brianna Crout	Aberdeen, US	2019-06-13
Janet Mayes	Whitewright, US	2019-06-13
Mike Finch	Denison, US	2019-06-13
Deanna Lankford	Denison, US	2019-06-13
Peggy Watson	Whitesboro, US	2019-06-13
Tabitha McMahan	Denison, TX	2019-06-13
Micah Vaughan	Dallas, US	2019-06-13
Scott Jones	Dallas, US	2019-06-13
Fam Iang	Indianapolis, US	2019-06-13
Isamaria Helget	Powell, TN	2019-06-13
Brandon Schuler	West Palm Beach, US	2019-06-13
Cathy Crossland	Sherman, US	2019-06-13
Debra Gomez	Scurry, US	2019-06-13

Name	Location	Date
Julie Robbins	Sherman, US	2019-06-13
Melanie VanMeter	Sherman, US	2019-06-13
Victoria May	Sherman, TX	2019-06-13
Mehra Ellini	Tampa, US	2019-06-13
Jason Klas	Dallas, US	2019-06-13
Sharon Mayo	Sherman, TX	2019-06-13
Melanie James	Plano, US	2019-06-13
Brittany Lowe-Harris	Sherman, US	2019-06-13
Callie Marion	Charleston, US	2019-06-13
Deborah French	Denton, US	2019-06-13
Skylar Cole	Sherman, US	2019-06-13
Casandra MELGAARD	Sheman, US	2019-06-13
Jeni Hull	Fort Payne, US	2019-06-13
Julia Anderson	Sherman, US	2019-06-13
KEELY Hawkins	Pottsboro, TX	2019-06-13
Catherine Schutza	Wasilla, US	2019-06-13
Robert Hawkins	Pottsboro, US	2019-06-13
Julia Allen	McKinney, TX	2019-06-13
Robert Ford	Sherman, US	2019-06-13
Haley Klas	Dallas, TX	2019-06-13
Devonna Killin	Powell, TN	2019-06-13
Teresa Lewis	Sherman, TX	2019-06-13

Name	Location	Date
Chelsey Fagan	Sherman, US	2019-06-13
Gerardo Flores	Key West, US	2019-06-13
Michael Ford	US	2019-06-13
Joel Venegas	Yakima, WA	2019-06-13
Bennesa Farley	Van Alstyne, US	2019-06-13
Clare Reyes	Arlington, US	2019-06-13
Mendy Ivey	Sherman, US	2019-06-13
Joe Hills	Dallas, US	2019-06-13
Sarah Meyers	Sherman, US	2019-06-13
Cara Ponder	Sherman, TX	2019-06-13
Tina Wesson	Pocatello, US	2019-06-13
Laurie Bryant	US	2019-06-13
Benjamin Mccord	Sherman, US	2019-06-13
Adrian Adkins	Sherman, US	2019-06-13
Hugh Jackson	Celina, US	2019-06-13
Elizabeth Holman	Bonham, US	2019-06-13
Colby Stephens	Houston, US	2019-06-13
Portia Gonzales	Sherman, US	2019-06-13
Cathy Rains	Sherman, US	2019-06-13
Lara Jennings	Sherman, US	2019-06-13
Joey Courtney	Denison, US	2019-06-13
Roland Gil	San Antonio, TX	2019-06-13

Name	Location	Date
Morgan Olvera	Denison, US	2019-06-13
Carmen Catterson	Sherman, TX	2019-06-13
Teo Teal	Lewisville, US	2019-06-13
Kiefer Mitchell	Sherman, US	2019-06-13
Rita Smith	The Colony, TX	2019-06-13
Deborah Mabry	Sherman, US	2019-06-13
Rebekah Fusaro	Sherman, US	2019-06-13
Olivia Nelson	Midland, US	2019-06-13
Nicole Moffitt	Sherman, US	2019-06-13
Leo Forde	Dallas, US	2019-06-13
Ruth Huff	Denison, US	2019-06-13
Joy Jordan	Denison, US	2019-06-13
Gina Monson	Denison, US	2019-06-13
Kailee Collier	Sherman, US	2019-06-13
Linda Douglas	Sherman, US	2019-06-13
Stacey Taylor	Sherman, US	2019-06-13
Lorene Wilkins	Sherman, US	2019-06-13
Madalyn Cook	Norcross, GA	2019-06-13
Christy Baca	Sherman, US	2019-06-13
Sue Frey	Pottsboro, US	2019-06-13
Lesley Gonzalez	Lewisville, US	2019-06-13
micchie owo	owo, US	2019-06-14

Name	Location	Date
Patty Greene	Dallas, US	2019-06-14
Kadee Anderson	Mesquite, US	2019-06-14
Megan Prichard	Sherman, US	2019-06-14
Michael Taylor	Bells, US	2019-06-14
Megan LaPell	Sherman, US	2019-06-14
Brian Prichard	Daingerfield, US	2019-06-14
Michael Harris	Calera, OK	2019-06-14
Rebecca Carter	Sherman, US	2019-06-14
Chad Gordon	Paris, US	2019-06-14
Deborah Locey	Achille, US	2019-06-14
Jennifer Cummins	Sherman, US	2019-06-14
McKenna Everheart	Sherman, US	2019-06-14
Amber Clay	Mckinney, US	2019-06-14
Stephanie Garcia	Bonham, US	2019-06-14
Debbie Conway	Sherman, US	2019-06-14
Lacey Talburt	Sherman, US	2019-06-14
Kate Simpson	Garland, US	2019-06-14
Make You Think	Leander, US	2019-06-14
Marta Leon	Santa Rosa, US	2019-06-14
Rebekah Gutierrez	Durant, US	2019-06-14
Michelle Randall	Sherman, TX	2019-06-14
Megumi Kenworthy	Sherman, US	2019-06-14

Name	Location	Date
Rebecca González	Denison, US	2019-06-14
Morgan Slaughter	Sherman, TX	2019-06-14
Rebecca Duke	Sherman, US	2019-06-14
Sondra Sawatzky	Cavalier, US	2019-06-14
Rhonda Martin	Sherman, TX	2019-06-14
Jacob Wood	Denison, US	2019-06-14
Lindsay Roode	Durant, US	2019-06-14
Eric Kuo	Owings Mills, US	2019-06-14
Jacqueline McAninch	Sherman, US	2019-06-14
Jessica Perkins	Sherman, US	2019-06-14
Larry McAninch	Sherman, US	2019-06-14
Kristi Shamasko	Sherman, US	2019-06-14
Camryn Robison	Sherman, US	2019-06-14
Cherami Skelton	Sherman, TX	2019-06-14
Amy Gaskill	Savoy, US	2019-06-14
Jennifer Archer	Sherman, US	2019-06-14
Preston Cummins	Sherman, TX	2019-06-14
Cassie Milks	Anniston, US	2019-06-14
Robin Jones	Denison, TX	2019-06-14
Allison Beam	Denison, US	2019-06-14
Ashley Mag	Sherman, TX	2019-06-14
Emily Steward	Denison, TX	2019-06-14

Name	Location	Date
Mallory Waymire	US	2019-06-14
Bethany Hall	Sherman, TX	2019-06-14
Rosa Silvas	Sherman, US	2019-06-14
Hillary Lindsey	Sherman, TX	2019-06-14
Julia Woodrum	Sherman, US	2019-06-14
Jordan Moore	Tom Bean, US	2019-06-14
amanda musick	Twentynine Palms, CA	2019-06-14
Lacy Jones	Mesquite, US	2019-06-14
Stephanie Snow	Trenton, MO	2019-06-14
McKinize Thomas	Denison, US	2019-06-14
Grey Nehring	Mckinney, US	2019-06-14
Donna House	Sherman, US	2019-06-14
Chance Finch	Sherman, US	2019-06-14
Brandy Hileman	Sherman, US	2019-06-14
Yvette Patti	Denison, US	2019-06-14
Rachael Snyder	Cavalier, ND	2019-06-14
Kiley Van wicklen	Philadelphia, US	2019-06-14
Sascha Lewis	Rock Hill, US	2019-06-14
Amelia Lewis	Sherman, US	2019-06-14
Joanna Strong	Sherman, TX	2019-06-14
Jacob Vaught	Celina, US	2019-06-14
Leslie Lynch	Texas	2019-06-14

Name	Location	Date
Jeff Clark	Pottsboro, US	2019-06-14
Travis Bartley	Sherman, TX	2019-06-14
Whitley Knight	Temple, US	2019-06-14
chase Medress	US	2019-06-14
Holly Jaska	Sherman, US	2019-06-14
Donielle Reynolds	Sherman, US	2019-06-14
Hilda Lopez	Pocatello, US	2019-06-14
Tamara Reid	Grand Prairie, US	2019-06-14
Erin Naylor	Sherman, US	2019-06-14
Kristen Davis	Bells, US	2019-06-14
Brian Avery	Sherman, US	2019-06-14
Michael Ditgen	Sherman, TX	2019-06-14
Conner Stoudt	Gilbertsville, US	2019-06-14
Lucinda kukuk	Denison, US	2019-06-14
Valerie Meeks	Denison, US	2019-06-15
Staci Hiebert	Dallas, US	2019-06-15
Sandra Wyatt	Colli, US	2019-06-15
Manfred Haertig	US	2019-06-15
Michelle Dodd	Pottsboro, US	2019-06-15
Jimmy Jurrens	SHERMAN, US	2019-06-15
Kathleen Eckert	Sherman, US	2019-06-15
Jessica Saltzman	Whitewright, US	2019-06-15

Name	Location	Date
Cynthia Sutton	Mckinney, US	2019-06-15
Franky Whitefield	Columbus, US	2019-06-15
Jason Reddick	Dallas, US	2019-06-15
Clayton Tucker	Sherman, TX	2019-06-15
Theresa Welsh	Vero Beach, US	2019-06-15
Linda Ewing	Springfield, IL	2019-06-15
Lauri Putt	Tom Bean, TX	2019-06-15
Tiffany Sullivan	Denison, US	2019-06-15
Angie Cole	Sherman, US	2019-06-15
Helen Nutt	Bonham, US	2019-06-15
Amanda Tucker	Sherman, TX	2019-06-15
Regina Laburda	Ponca City, US	2019-06-15
James Mutz	Sherman, TX	2019-06-15
Kim Yarborough	Mansfield, TX	2019-06-15
terri wolfe	Zephyrhills, US	2019-06-15
Suzanne Gorsch	Sherman, TX	2019-06-15
Kay Schepis	Paris, US	2019-06-16
Lara BenKhemila	Sherman, US	2019-06-16
Bruce Schepis	Paris, US	2019-06-16
Juanita Allen	Roxton, US	2019-06-16
Destiny Steinhoff	Sherman, US	2019-06-16
Sheila Benton	Howe, TX	2019-06-16

Name	Location	Date
Elizabeth Stewart	Sherman, US	2019-06-16
Tanya Mrini	Chicago, IL	2019-06-16
Gale Stevens	Denison, TX	2019-06-16
Monica Little	Sherman, US	2019-06-16
Banesa Perez	Van Alstyne, TX	2019-06-16
Sarah Gibbs	Sherman, US	2019-06-16
Nicholas Baumann	Anna, US	2019-06-16
Jessica Graham	Sherman, US	2019-06-16
Andrew Banner	Sherman, US	2019-06-16
Wendell Johnson	Sherman, US	2019-06-16
scott footlander	Pass Christian, US	2019-06-16
Don Barnes	sherman, US	2019-06-16
James Hudson	sherman, US	2019-06-16
Erick Duarte Jr	Sherman, US	2019-06-16
Jennifer Barnes	Sherman, US	2019-06-16
Katrina Everheart	Sherman, US	2019-06-16
Emeterio Ramirez	Sherman, US	2019-06-16
Bonita Overbey	Sherman, TX	2019-06-16
Kathy Skaggs	Sherman, US	2019-06-16
Brandon Reid	Denison, US	2019-06-16
Alice Smith	Sherman, US	2019-06-16
Kathryn Wilson	Sherman, US	2019-06-16

Name	Location	Date
Lou Smithson	Denison, US	2019-06-16
Dianna Bankston	Sherman, US	2019-06-16
Chrysta Haas	Sherman, US	2019-06-16
Carolyn Reddell	Sherman, US	2019-06-16
Danny RUSSEY	Rowlett, US	2019-06-16
shelby Holderfield	denison, US	2019-06-16
Elisha Burns	Princeton, TX	2019-06-16
Lacy Roland	Anniston, US	2019-06-16
Douglas Singleton	Dallas, US	2019-06-16
Melissa Schmitz	Sherman, US	2019-06-16
Ashley Sanders	Sherman, TX	2019-06-16
Zachariah Faubion	Gilmer, US	2019-06-16
Nancy Foster	Sherman, US	2019-06-16
Karen Clardy	Blue Ridge, US	2019-06-17
Nina Lindsey	Sherman, US	2019-06-17
Carole Ringquist	Boise, ID	2019-06-17
Paula Holder	League City, US	2019-06-17
Johnathan Harmon	Denison, US	2019-06-17
Tammy Almuina	Sherman, US	2019-06-17
Theresa Footlander	Pass Christian, US	2019-06-17
Corina Sadler	Van Alstyne, TX	2019-06-17
Jennifer McCarthy	Sherman, US	2019-06-17

Name	Location	Date
Erica Allen	Howe, TX	2019-06-17
Kayla Wright	Sherman, US	2019-06-17
Angel Giddings	Sherman, TX	2019-06-17
Cari Franco	Sherman, US	2019-06-17
Mary McGowen	Anniston, US	2019-06-17
Pamela Jones	Sherman, US	2019-06-17
Rhonda Pedigo	Denison, TX	2019-06-17
Brenda Roberts	Sherman, US	2019-06-17
Missi Thrasher	Sherman, US	2019-06-17
Tessa Foreman	Anniston, US	2019-06-17
Margaret Hughes	Bells, US	2019-06-17
Kimberly Glaze	Anniston, US	2019-06-17
Louise Moore	Sherman, US	2019-06-17
Irina Cowles	Howe, US	2019-06-17
Todd Empcke	Anna, TX	2019-06-17
Michelle McNeal	Anna, US	2019-06-17



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B.1.

Meeting Date: 07/01/2019

Prepared By: Stephanie Welch

Approved By: Robby Hefton, City Manager

Caption:

PUBLIC HEARING

Final Statement/Action Plan for Program Year 2019 Community Development Block Grant

Issue:

Approval of the Program Year (PY) 2019 Community Development Block Grant Final Statement/Action Plan

Background:

Each year, the City of Sherman receives an entitlement grant (Community Development Block Grant) from the U.S. Department of Housing and Urban Development (HUD). We are required to prepare and submit an annual Action Plan, which is a description of the activities that will be undertaken during the coming year to address the needs of our low-to-moderate income citizens. This Action Plan is based on a five (5) year Consolidated Plan & Strategy developed by City staff and approved by the Sherman City Council. It serves as the City's long-term planning tool to address the identified needs of public housing, homelessness, and other non-housing community development needs and activities within the City of Sherman. For PY 2019, the City's focus for use of these funds will shift towards a more community-wide perspective, allocating the majority of the funds towards parks projects and substandard structure demolition.

Over the past five (5) years, the City of Sherman's history of allocations for the Community Development Block Grant is as follows:

- PY 2014 - \$301,322.00
- PY 2015 - \$317,392.00
- PY 2016 - \$315,681.00
- PY 2017 - \$334,954.00
- PY 2018 - \$368,334.00

Origination:

Stephanie Welch, Grants Coordinator

Financial Consideration:

The City of Sherman has been allocated \$358,317.00 in Community Development Block Grant funds from HUD to address our various community development needs for low-to-moderate income and special needs citizens during PY 2019.

Staff Recommendation:

The staff recommends the Sherman City Council approve the PY 2019 Community Development Block Grant Final Statement/Action Plan as submitted.

Alternatives:

The Sherman City Council may change or re-appropriate these funds/allocations as they see fit.

Attachments

Memo from Stephanie Welch, Grants Coordinator
CDBG Final Statement/Action Plan for PY19



memorandum

DATE: Thursday, June 20, 2019
TO: Robby Hefton, City Manager
FROM: Stephanie Welch, Grants Coordinator 
SUBJECT: PY 2019 Final Statement/Action Plan

The City of Sherman's Proposed Final Statement/Action Plan of Community Development Objectives with projected use of the funds for Program Year 2019 was published in the Herald Democrat on May 19, 2019. The required 30-day public comment period has concluded and no public comments were received on the Proposed Statement of Objectives.

Therefore, we are now ready to proceed with submitting this to the City Council in the form of a Resolution establishing the City of Sherman's PY 2019 Final Statement/Action Plan, with said comments in consideration.

I am requesting that you set this item for public hearing and present the Resolution for consideration and approval by our City Council at the regularly scheduled meeting on July 1, 2019.

During the interim, should you have any questions or desire additional information or clarification, please let me know.

Thank you.

**CITY OF SHERMAN, TEXAS
FINAL STATEMENT/ACTION PLAN OF
COMMUNITY DEVELOPMENT OBJECTIVES
AND PROJECTED USE OF FUNDS FOR PROGRAM YEAR 2019**

GRANT NO: B-19-MC-48-0027

The City of Sherman has received notice from the U.S. Department of Housing and Urban Development (HUD) that its entitlement grant for the Community Development Program (CDBG) for fiscal year 2019 is \$358,317.00. These funds will be received on October 1, 2019. Activities that directly benefit low and moderate-income persons will be available citywide. Other activities which have an area benefit will only be available in areas of the city which are populated by a majority of low and moderate-income persons. The City has met citizen participation requirements.

The City of Sherman's Consolidated Plan is a document which is required by the U.S. Department of Housing and Urban Development, and includes the following subjects: (1) Housing and Homeless Needs Assessment - A description of the jurisdiction's estimated housing needs for the ensuing five-year period; (2) Housing Market Analysis - A description of the significant characteristics of the jurisdiction's housing market, including supply, demand, condition and cost of housing and the housing stock and services available (i.e., public and assisted housing, homeless, elderly, frail elderly, persons with disabilities (mental/physical/developmental), persons with alcohol and other drug addictions, and persons with HIV/AIDS and related diseases; (3) Strategic Plan - A description of the five-year strategy and plan to address affordable housing, homelessness, other special needs and non-housing community development plan; and, (4) Action Plan - A description of the jurisdiction's one-year plan of activities to be undertaken during the coming year.

The overall goal of this community development planning and development program is to develop viable urban communities by providing suitable living environments and expanded economic opportunities, principally for low-moderate income persons and special need populations of the City of Sherman. Therefore, based on these objectives, the following use of funds is being proposed:

**COMMUNITY DEVELOPMENT PROGRAM ACTION PLAN
PROGRAM YEAR 2019**

DEMOLITION/CLEARANCE PROGRAM: \$100,000

A program to demolish vacant, substandard structures and clear property lots which pose a risk to health/safety of low-moderate income target neighborhoods.

PARK IMPROVEMENT: \$145,000

A program to fund projects in parks within low and moderate income target areas, and improve ADA accessibility in parks throughout the city of Sherman, promoting general health and wellness amongst the entire community. Focus will especially be to benefit those living in low-moderate income areas and those with disabilities.

PROGRAM ADMINISTRATION: \$ 69,317

The City proposes to use the Administration funds for personnel and support for all phases of the application process, environmental reviews, fair labor standard compliance, contract management, fair housing Grantee Performance Report, preparation of annual Action Plan, Performance Report associated with the City of Sherman Five-Year Consolidated Plan and Strategy, and the producing of the 10-year Fair Housing Study.

PUBLIC SERVICE ACTIVITIES:

SHERMAN HOUSING AUTHORITY: \$10,000

A program to address the problems of drug abuse and associated crime in public housing. Activities include increasing law enforcement services to stop the sell of illegal drugs in and around assisted housing, apprehend sellers of such drugs and an overall reduction of crime in the assisted housing area.

GRAYSON COUNTY CRISIS CENTER: \$ 8,000

A program of activities that will provide emergency assistance to homeless women and children of domestic violence, who at one time, resided within the city limits of Sherman.

GRAYSON COUNTY SHELTER, INC: \$6,000

A program of activities that will provide emergency assistance to homeless individuals and families, who at one time, resided within the city limits of Sherman.

CHILD & FAMILY GUIDANCE CENTER OF TEXOMA: \$7,000

A program to provide counseling services for family dysfunction, alcohol and substance abuse, domestic violence and sexual abuse for the low and moderate income Sherman residents.

BOYS & GIRLS CLUB OF SHERMAN, INC: \$6,000

A program to provide scholarships for the low and moderate income Sherman youth. Scholarship funding will provide the opportunity for low/moderate income youth to participate in organized activities that would not otherwise be able to participate.

FOUR RIVERS OUTREACH: \$3,500

A program that serves those who are overcoming their struggles with addiction by providing a men's residential 16-bed facility and a 12-month Life Renewal program. Recipients are ones, who at one time, resided within the city limits of Sherman.

CASA OF GRAYSON COUNTY: \$3,500

A volunteer advocate training program to educate new volunteers on process and procedures to advocate for foster children in Grayson County that have been abused or neglected.

TOTAL PROGRAM ALLOCATION: \$358,317

The City of Sherman seeks, through the following program objectives, to improve housing conditions, neighborhood appearance, employment opportunities, and the overall quality of life for low and moderate-income citizens. No activities will be undertaken which cause involuntary displacement of persons.

CITY OF SHERMAN COMMUNITY DEVELOPMENT OBJECTIVES

1. Encourage citizen participation and input to obtain maximum public involvement in program activities.
2. Promote the general health and wellness of all members of the community through improved parks & recreational facilities in the lower/moderate income target areas.
3. Improve the quality of life in lower/moderate income target areas with the removal of structures that create unsafe, unsanitary and hazardous situations for the public.
4. Promote drug elimination programs for low and moderate income assisted housing families/households.
5. Provide support for provision of emergency shelter/assistance to the homeless.
6. Assist in providing counseling services to youth and adults from low and moderate income families.
7. Assist in providing youth activities for children from low and moderate income families.
8. Provide support for provision of shelter/assistance to men in overcoming addiction.
9. Educate and train volunteers who advocate for abused and neglected children.

The Action Plan of Community Development Objectives and Projected Use of Funds for Program Year 2019 are available in the Finance Department of the City of Sherman. Any citizen or agency interested in commenting on this Final Statement of Objectives is invited to submit written comments c/o Stephanie Welch, Grants Coordinator, City of Sherman, P. O. Box 1106, Sherman, TX 75091-1106. Written comments must be received prior to 5:00 p.m. on Tuesday, August 6, 2019. A summary of comments received will be made a part of the summary of citizen participation of this Plan.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.1.

Meeting Date: 07/01/2019

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6492

Authorizing Execution of a Master Agreement Regarding Munson Realty Land between the City of Sherman and The Munson Realty Company for the Construction of Public Facilities in the Munson Development, a 620-acre Planned Development located South of West Travis Street along F.M. 1417 in the City of Sherman

Issue:

The City's participation in the construction of public facilities in the Munson Development, a 620-acre planned development located south of West Travis Street along F.M. 1417 in the City of Sherman

Background:

The Munson Realty Company proposes to create a master-planned development in southwest Sherman along F.M. 1417 near the site of the new Sherman High School. City staff has been working with Munson on the submittal of a planned development plan, which will include various components of both public and private improvements. This Master Agreement is the over-arching document that lays the groundwork for various other agreements that are expected to arise as part of this master planned development.

Overall, the City expects to participate in the development of roads, utilities, storm drainage systems and detention structures, parks amenities, and other public infrastructure and amenities. Under this and related agreements, the City expects to fund up to \$15 million in basic infrastructure improvements over the life of the project. Additional City participation could come in the form of economic development incentives via a Local Government Chapter 380 Agreement for retail development, and perhaps other enhanced amenities as part of a Public Improvement District.

The development is expected to add \$400 million - \$500 million in taxable value to the property tax rolls, and millions of dollars annually in additional property tax revenues, sales tax revenues, and utility revenues for the City.

Origination:

City Manager

Financial Consideration:

The development cost for the basic public infrastructure will not exceed \$15 million. The development is expected to be built out over several years. The incremental annual revenue to the City at full build out is estimated to be at least \$4 million.

Staff Recommendation:

Staff recommends approval and execution of the Master Agreement.

Alternatives:

As directed by City Council

Attachments

Resolution No. 6492

Master Agreement with Exhibits A (Property Description) and B (Sanitary Sewer Improvements Map)

RESOLUTION NO. 6492

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A MASTER AGREEMENT REGARDING MUNSON REALTY LAND BETWEEN THE CITY OF SHERMAN AND THE MUNSON REALTY COMPANY FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN THE MUNSON DEVELOPMENT, A 620-ACRE PLANNED DEVELOPMENT LOCATED SOUTH OF WEST TRAVIS STREET ALONG F.M. 1417 IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Master Agreement Regarding Munson Realty Land with the Munson Realty Company for the construction of public facilities in the Munson Development, a 620-acre planned development situated south of West Travis Street along F.M. 1417 in the City of Sherman, in accordance with the terms and provisions of 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.

PASSED AND APPROVED on this the ____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

MASTER AGREEMENT REGARDING MUNSON REALTY LAND

between

CITY OF SHERMAN

and

THE MUNSON REALTY COMPANY

**MASTER AGREEMENT
REGARDING MUNSON REALTY LAND
IN
SHERMAN, TEXAS**

THIS MASTER AGREEMENT REGARDING MUNSON REALTY LAND (this "**Agreement**") is entered into by and between the CITY OF SHERMAN, TEXAS, a duly incorporated home rule city of the State of Texas (the "**City**") and THE MUNSON REALTY COMPANY, a Texas corporation (the "**Land Owner**").

WHEREAS, the Land Owner owns the land depicted in the attached Exhibit "A" (the "**Land Owner's Property**");

WHEREAS, the Land Owner and the City have agreed in principle to cooperate on the construction of public improvements on the Land Owner's Property in the interest of the inhabitants of the City;

WHEREAS, the Land Owner and City intend on entering into a series of agreements (the "**Project Documents**") that include agreements pertaining to the provisions of goods and services for sanitary sewer improvements, storm sewer improvements, road improvements, and other infrastructure improvements required by the City for the opening of the Sherman Independent School District High School and future needs of the City;

WHEREAS, pursuant to the authority granted to the City in the Texas Local Government Code, as amended, and in consideration of the undertakings of the Land Owner contained herein and the other agreements described herein and of the continuing economic benefits to be derived there from by the City and its inhabitants, the City will, if approved by the City Council, agree to the approval of Project Documents;

WHEREAS, subject to the performance by the City of its undertakings described in this Agreement and the Project Documents, the Land Owner is willing to dedicate rights of way and grant easements for the City's construction and funding of sanitary sewer improvements, storm sewer improvements, and road improvements required by the City, after approval by the City of the Project Documents and the locations of the rights of way and easements are determined pursuant to the applicable Project Document;

WHEREAS, the City is required to provide certain infrastructure under a separate agreement with the Sherman Independent School District, part of which needs to be constructed on the Land Owner's Property;

WHEREAS, the City needs to provide Sherman Independent School District required sanitary sewer infrastructure through land owned by the Land Owner including the construction of: (i) a sanitary sewer main from Travis Street to FM 1417 through the Land Owner's Property,

as indicated on the Sanitary Sewer Improvements map attached as Exhibit "B", (ii) connections to the sanitary sewer main and sanitary sewer facilities between the Land Owner's Property and property owned or controlled by the Sherman Independent School District to be used for a high school, and (iii) connections to the sanitary sewer main between the Land Owner's Property and the treatment plant south of the Land Owner's Property;

WHEREAS, the City also wants to proceed with construction of a section of Moore Street and utilities in the Moore Street right of way from Travis Street to FM 1417, the approximate location of which is shown on Exhibit "A" and Exhibit "B";

WHEREAS, the City has agreed to cause to be constructed regional storm water infrastructure improvements including infrastructure on the Land Owner's Property to the extent required for drainage from higher elevations;

WHEREAS, the City has agreed to fund the construction cost of all improvements for Sanitary Sewer facilities and Moore Street;

WHEREAS, the City has agreed to pay directly, or to reimburse the Land Owner, for all required costs of infrastructure related expenses, including professional fees, for testing, engineering and design, permitting, and the costs of construction of the improvements contemplated by this Agreement;

WHEREAS, the City has agreed under separate agreements to pay Land Owner project management fees associated with specific projects, fees of which will be used by Land Owner to cover all "soft costs" related to legal, land planning, and any costs not directly related to the planning, design, testing, or construction of infrastructure; and

WHEREAS, the City is willing to provide City services to the Land Owner's Property and thereafter operate applicable facilities so that the occupants of the improvements on the Land Owner's Property will receive City services.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

1. Approved Professionals: The Land Owner will contract with the following firms to provide goods and services related to this Agreement: (i) the **Hoefer Wysocki** land planning firm (including John Ruggieri, who works for Hoefer Wysocki) (the "**Land Planner**") to provide planning, design, and management services as contemplated by this Agreement; (ii) **Jones & Carter, Inc.** (the "**Civil Engineer**") to prepare plans for improvements to be constructed as contemplated by this Agreement; (iii) **Terracon Consultants, Inc.** to perform geotechnical engineering services including supervision of soil borings at various locations and depths; (iv) **Integrated Environmental Solutions, LLC** to work on delineation, planning and filing for

permits related to storm water handling, drainage, wetlands, creeks, and waters of the United States; and (v) **Robert D. McTaggart, P.C.** to provide legal services to the Land Owner. The City approves the professionals named above, and the City will pay the fees of the professionals, or reimburse the Land Owner for those fees, as provided in this Agreement, and as may be further provided in the Project Documents. The Land Owner may, from time to time, choose to engage another professional firm to provide goods and services related to this Agreement, in which case the Land Owner will deliver a written notice to the City Designee (defined below) to request the City's approval of the new or replacement professional, and the City will not be unreasonably withhold, delay or condition its approval. The professionals and professional firms approved by the City are sometimes referred to in this Agreement as the "**Professionals.**"

2. Preparation of Project Documents: As needed, the Land Owner will authorize the Professionals to cause the forms of the Project Documents to be prepared for review by the Land Owner and the City. As they are prepared, the Land Owner will submit the Project Documents to the City for review.

3. List of Project Documents: The Project Documents will include (1) this Master Agreement, (2) a Sanitary Sewer Agreement, (3) a Planned Development application that includes provisions pertaining to zoning and permitted uses, (4) a Moore Street Agreement; (5) a Greenbelt Dedication Agreement that includes provisions pertaining to the dedication of land to the City to be used as a City park, greenbelt, storm sewer drainage, and improvements for drainage retention ponds; and (6) a "Chapter 380" Economic Development Program Agreement. This list of Project Documents may be changed by an agreement by City staff and the Land Owner in writing before the Project Documents are submitted to the City Council for approval on behalf the City. Upon the approval and execution of all of each Project Document, each Project Document will control and will supersede the terms and provisions of this Agreement, to the extent of any conflict. It is anticipated that the City and the Land Owner or future owners of portions of the Land Owner's Property will enter into other agreements in the future, but those agreements do not have to be completed before the Project Documents Deadline (defined below).

4. Project Documents Approval: After all of the forms of the Project Documents listed above have been prepared and found to be acceptable by both the Land Owner and City staff, they will be submitted for approval by the City Council. If all of the Project Documents are approved by City Council by the Project Documents Deadline (defined below) and promptly executed on behalf of the City, then both the City and the Land Owner will be obligated to proceed under the terms of the Project Documents as agreed upon by the Land Owner and approved the City. If less than all of the Project Documents are approved by City Council, then neither the City nor the Land Owner will be obligated to proceed under the terms of any of the Project Documents. The Land Owner has the right to decline to give any dedications and grant any easements and rights of ways if the City Council does not approve all of the Project Documents.

5. Project Documents Deadline: It is anticipated that the forms of this Master Agreement, a Sanitary Sewer Agreement, and a Moore Street Agreement will be finalized in time to have

approval of those agreements be included on the agenda for the City Council meeting to be held on July 1, 2019. It is anticipated that the Planned Development application, the form of a Greenbelt Dedication Agreement, and the form of a "Chapter 380" Economic Development Program Agreement will be finalized in time to have approval of those documents be included on the agenda for the City Council meeting to be held on September 16, 2019 (the "**Project Documents Deadline**"). If all of the Project Documents have not been finalized and approved by the City Council on or before the Project Documents Deadline, and executed on behalf of the City promptly thereafter, then the parties will be relieved of any obligation to continue to prepare or negotiate on forms of proposed Project Documents. However, any previous agreement of the City to pay or reimburse the Land Owner for fees of Professionals will not be affected by the inability of the parties to cause the Project Documents to be finalized and approved.

6. Payment or Reimbursement: When needed, as part of the Project Documents, the Land Owner will authorize the Civil Engineer to prepare plans and specifications (the "**Plans**") for the streets, utilities and other improvements to be constructed on the Land Owner's Property (collectively the "**Project**") to become part of the public facilities of the City. Plans for each stage of construction will be prepared as needed. The Plans will describe the improvements comprising the Project (the "**Project Improvements**"). As the Land Owner receives invoices from Professionals, a general contractor, subcontractors, suppliers, and any other parties who have provided goods, services or materials related to civil engineering, environmental planning and permitting, geotechnical engineering, and construction of Project Improvements, the Land Owner may deliver copies of the invoices to the City requesting the City to make payments directly to Professionals. For services related to land planning, legal, or any other indirect "soft" project costs, payment will be made by the City to the Land Owner through periodic billings of project management fees. Within 15 days after the City receives any invoice, the City will pay the amount of the invoice directly to the party who generated the invoice. The Land Owner may choose from time to time, at its option, to pay one or more invoices, in which case the City will reimburse the Land Owner within 15 days after receipt of a copy of the invoice along with proof of payment reasonably requested by the City.

7. Public Improvement Costs: The scope and cost of each Project Improvement will be set forth in each Project Document pertaining to the provisions of goods and services for sanitary sewer improvements, storm sewer improvements, road improvements, and other infrastructure improvements contemplated by this Agreement.

8. Donation of Easements for Improvements: After the Project Documents have been finalized and approved by the City Council, and signed whereby the City has committed to pay for the costs associated with the design and construction of the Project Improvements, the Land Owner will grant easements to the City for the construction of the sanitary sewer main and related infrastructure per the terms of the Project Document pertaining to those improvements. After that, when needed, the Land Owner will grant easements to the City for the construction of Moore Street and related infrastructure per the terms of the Project Document pertaining to those improvements.

The exact location and the terms of each of those easements will be set forth in the applicable Project Document.

9. Condition to Donation of Easements: The Land Owner will not be required to donate any easements until all of the Project Documents have been finalized, approved by the City Council, and executed.

10. Representatives:

(a) The initial City Designee will be Robby Hefton (the "**City Designee**"). The City Designee will have full authority to administer this Agreement on behalf of the City. The Land Owner will be entitled to rely on the authority of the City Designee for such purposes under this Agreement. At any time, and from time to time, during the term of this Agreement, the City may designate another person to be the City Designee by delivering a notice to the Land Owner identifying the new person.

(b) The initial Land Owner's Representatives will be **Richard Munson** and **Merry Munson Wyatt** (each, a "**Land Owner's Representative**"). The City will be entitled to rely on the authority of any Land Owner Representative (acting alone) for any purpose under this Agreement. **John Ruggieri** (the "**Land Owner's Consultant**") has been engaged by the Land Owner as a consultant. The City is permitted to share information and copies of documents with the Land Owner's Consultant. At any time, and from time to time, during the term of this Agreement, the Land Owner may designate another person or persons to be Land Owner Representatives and Land Owner's Consultants by delivering a written notice to the City identifying the new or additional person or persons.

11. Governing Law: This Agreement will be interpreted and the rights of the parties determined in accordance with the laws of the United States applicable thereto and the laws of the State of Texas applicable to an agreement executed, delivered and performed in Texas. The venue for any legal action arising out of this Agreement will lie exclusively in Grayson County, Texas.

12. Agricultural Use: The Land Owner's Property is currently being used for agricultural purposes, and has been designated on the property tax rolls as being in agricultural use, and the Land Owner intends to continue to use the land for agricultural purposes. This Agreement relates to providing the City with infrastructure it needs for public improvements. Nothing in this Agreement is intended to be a change of the use of the Land Owner's Property to any purpose other than agricultural uses.

13. Waiver of Immunity: In entering into this Agreement and the Project Documents, the City is exercising its discretion to perform proprietary functions that a municipality may, in its discretion, perform in the interest of the inhabitants of the municipality. To the extent this Agreement or any Project Document pertains to the City performing governmental functions, it is a written contract for providing goods and services to the City as a local governmental entity as

contemplated by Chapter 271 of the Texas Local Government Code. Accordingly, pursuant to Section 271.152 of the Texas Local Government Code, as to the enforceability of this Agreement and the Project Documents by Land Owner, the City waives any defense of sovereign immunity or governmental immunity.

14. Defending the Validity of Agreements: If litigation is filed by a third party against the Land Owner or the City in an effort to enjoin either party's performance of this Agreement or any of the Project Documents, the parties hereto who are named as parties in such action will take all commercially reasonable steps to support and defend the validity and enforceability of this Agreement and the Project Documents. Either party may intervene in any such matter in which the other party hereto has been named as a defendant. The City will be responsible for its own attorneys' fees and costs of litigation, and will pay or reimburse the Land Owner for attorneys' fees and costs incurred by the Land Owner in connection with any such litigation.

15. Successors and Assigns: The provisions hereof will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Except as expressly provided herein, this Agreement may not be assigned without the prior written consent of the other party hereto. However, the rights and interests of the Land Owner under this Agreement are assignable to any successor-in-interest of the ownership of the Land Owner's Property, or any portion thereof.

16. Notices: All notices and other communications required or permitted hereunder must be in writing and may be mailed by first-class mail, postage prepaid, or delivered by hand, courier, or an overnight delivery company, and will be deemed given when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties hereto.

If to the City:

City of Sherman, Texas

DESIGNEE: Robby Hefton

ADDRESS: 220 W. Mulberry Street
Sherman, TX 75090

PHONE: 903-892-7200

FAX: 903-892-7355

Email: robbyh@cityofsherman.com

If to the Land Owner:

Richard Munson or Merry Munson Wyatt

The Munson Realty Company

305 West Woodard Street

P.O. Box 1127

Denison, Texas 75021-1127

PHONE: (903) 465-2363

Richard Munson's Email: rcmunson@sbcglobal.net

Merry Wyatt's Email: merry@themunsonrealtycompany.com

FAX: (903) 463-3613

17. No Joint Venture: Nothing contained in this Agreement or any other agreement between the Land Owner and the City is intended by the parties to create a partnership or joint venture between the Land Owner and the City, and any implication to the contrary is expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever.

18. Counterparts: This Agreement may be executed in any number of counterparts, and all identical signed counterparts will be construed together as if all of the signatures were on the same document. An electronic (e.g., pdf) copy of any signed counterpart of this Agreement will be valid as an original for all purposes.

This Agreement has been executed and delivered to be effective as of July 1, 2019.

CITY OF SHERMAN

By: _____
Robby Hefton
City Manager, City of Sherman, Texas

ATTEST:

By: _____
Linda Ashby
City Clerk, City of Sherman, Texas

APPROVED AS TO FORM:

By: _____
Brandon S. Shelby
City Attorney, City of Sherman, Texas

THE MUNSON REALTY COMPANY,
a Texas corporation

By: _____
Merry Munson Wyatt, its President

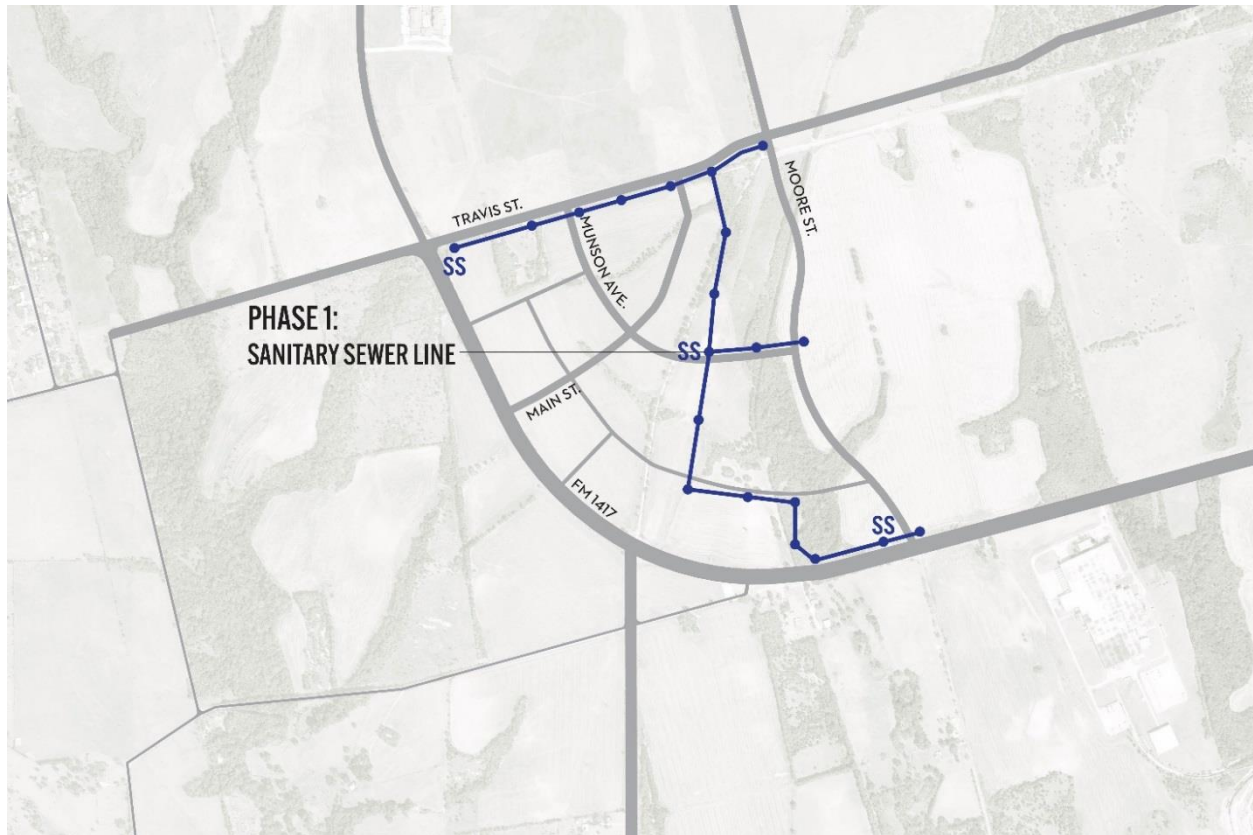
EXHIBIT A

The Land Owner's Property



EXHIBIT B

Sanitary Sewer Improvements map





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.2.

Meeting Date: 07/01/2019

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6493

Authorizing Execution of a Moore Street Agreement between the City of Sherman and The Munson Realty Company for the Construction of West Moore Street from West Travis Street to F.M. 1417 in the City of Sherman

Issue:

The construction of Moore Street from West Travis Street to F.M. 1417 in the City of Sherman

Background:

The Munson Realty Company proposes to construct a 620-acre development south of West Travis Street around the new Sherman High School site. The proposed agreement is for the construction of Moore Street from West Travis Street to F.M. 1417 in the City of Sherman. This agreement includes full design on the four-lane thoroughfare. Phase 1 of construction will only include the west two lanes. Future phases will include the east two lanes and be constructed as traffic volumes increase. Construction of this first phase of Moore Street will enhance traffic accessibility around the new Sherman High School and is expected to expedite commencement of development within the Munson Planned Development. Although timing of construction has not been fully determined, engineering on this project is expected to begin by the end of the year.

Origination:

Engineering Department

Financial Consideration:

This phase of Moore Street includes full design of the four-lane thoroughfare and construction of the west two lanes. Estimated construction cost is \$2 million.

Staff Recommendation:

Staff recommends approval and execution of the Moore Street Agreement.

Alternatives:

As directed by City Council

Attachments

Resolution No. 6493

Moore Street Agreement with Exhibits A (Property Description), B (Moore Street Improvements Map) and C (Concept Plan)

RESOLUTION NO. 6493

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A MOORE STREET AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE MUNSON REALTY COMPANY FOR THE CONSTRUCTION OF WEST MOORE STREET FROM WEST TRAVIS STREET TO F.M. 1417 IN THE CITY OF SHERMAN; 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 Moore Street Agreement with the Munson Realty Company for the construction of West Moore Street from West Travis Street to F.M. 1417 in the City of Sherman, in accordance with the terms and provisions of 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.

PASSED AND APPROVED on this the _____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

**MOORE STREET AGREEMENT
BETWEEN
THE CITY OF SHERMAN
AND
THE MUNSON REALTY COMPANY**

THIS MOORE STREET AGREEMENT (this "**Agreement**") is made and entered into by and between the City of Sherman (the "**City**"), a municipal corporation organized under the laws of the State of Texas, and The Munson Realty Company, a Texas corporation (the "**Land Owner**").

RECITALS:

WHEREAS, the Land Owner owns the land depicted on the attached Exhibit "A" (the "**Land Owner's Property**");

WHEREAS, on or before the execution of this Agreement, the City and the Land Owner have entered into a Master Agreement (the "**Master Agreement**");

WHEREAS, the Master Agreement contemplates the execution of separate agreements pertaining to construction of components of infrastructure on the Land Owner's Property, and this Agreement is one of those agreements;

WHEREAS, the City has agreed to construct W. Moore Street through the Land Owner's Property from Travis Street to FM 1417 as indicated on the Moore Street Improvements map attached as Exhibit "B" ("**Moore Street**");

WHEREAS, the City will require the dedication of land or the granting of an easement required for the construction of Moore Street improvements;

WHEREAS, the City has agreed to fund Moore Street improvements as Phase One of two phases;

WHEREAS, Phase One improvements will include: (i) grading of the land where Moore Street will be located, which may include the removal of soil from areas that will be ponds in an adjacent greenbelt as shown on the concept plan attached as Exhibit "C"; (ii) the construction of storm drainage facilities under and around Moore Street; and (iii) paving of all or a portion of the surface of Moore Street;

WHEREAS, the City has agreed to pay directly, or to reimburse the Land Owner, for all required and approved costs of infrastructure related expenses including professional fees for land planning, engineering, project management, and legal work, and the costs of construction of the improvements contemplated by this Agreement;

WHEREAS, the City will accept all public infrastructure designed and constructed per City standards, in accordance with the provisions of this Agreement and the prevailing state and local

laws, and will provide owners and occupants of portions of the Land Owner's Property with access to Moore Street; and

WHEREAS, the Land Owner desires that the City accept the Moore Street improvements and other infrastructure improvements as reflected on the plans and specifications to be submitted by the Land Owner and accepted by the City as a part of the public facilities of the City, as provided in this Agreement.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

ARTICLE I. SPECIFIC CONTRACT PROVISIONS

1. **Assurance of Title:** At the time of execution of this Agreement, the Land Owner represents to the City that the Land Owner is the owner of the Land Owner's Property.
2. **Approved Professionals:** The Land Owner will contract with the following firms and individuals to provide goods and services related to this Agreement: (i) the **Hoefer Wysocki** land planning firm (including John Ruggieri, who works for Hoefer Wysocki) (the "**Land Planner**") to provide planning, design and management services as contemplated by this Agreement; (ii) **Jones & Carter, Inc.** (the "**Civil Engineer**") to prepare plans for improvements to be constructed as contemplated by this Agreement; (iii) **Terracon Consultants, Inc.** to perform geotechnical engineering services including supervision of soil borings at various locations and depths; (iv) **Integrated Environmental Solutions, LLC** to work on delineation, planning and filing for permits related to storm water handling, drainage, wetlands, creeks, and waters of the United States; (v) a Land Owner's Representative (defined below); and (vi) **Robert D. McTaggart, P.C.** to provide legal services to the Land Owner. The City approves the professionals named above, and the City will reimburse the Land Owner for the fees of the professionals as provided in this Agreement. The Land Owner may, from time to time, choose to engage another professional firm to provide goods and services related to this Agreement, in which case the Land Owner will deliver a written notice to the City Designee (defined below) to request the City's approval of the new or replacement professional, and the City will not unreasonably withhold, delay or condition its approval. The professionals and professional firms approved by the City are sometimes referred to in this Agreement as the "**Professionals**."
3. **Plans for the Moore Street Project:** The Land Owner will authorize the Civil Engineer to prepare plans and specifications (the "**Plans**") for the improvements to be constructed on the Land Owner's Property (collectively the "**Project**") pursuant to this Agreement as part of the public facilities of the City. The Plans will describe the improvements comprising the Project (the "**Project Improvements**").

4. **This Agreement Relates to the Moore Street Project:** The Project Improvements to be constructed pursuant to this Agreement are a component of the entire project improvements to be constructed on the Land Owner's Property as contemplated by the Master Agreement. Unless the context indicates an intent to refer to the entire project contemplated by the Master Agreement, any reference in this Agreement to (i) the "Plans" is intended to refer to the Plans for the construction of the improvements for Moore Street; (ii) the "Project" is intended to refer to the project to construct improvements for Moore Street, and (iii) the "Project Improvements" is intended to refer to the improvements for Moore Street.
5. **Dedication or Easement:** The Land Owner will cause separate documents to be prepared to dedicate land to the City as to, or grant an easement to the City on, portions of the Land Owner's Property for Project Improvements to be constructed. Descriptions of the locations of the dedication or easement will be prepared by the Civil Engineer. Those descriptions will include separate descriptions for temporary construction easements adjacent to and outside of the dedication or easement areas for the Project Improvements. The exact location of the areas to be dedicated or subject to an easement for the Project Improvements and the temporary construction easements will be subject to the approval of the parties. An attorney will prepare forms of dedication or easement documents using the approved descriptions of the locations of the areas to be dedicated or subject to the easement, and the dedication or easement document will be subject to the approval of the City attorney. The Land Owner understands that the City will rely on the accuracy of the descriptions and Plans in making its determination as to whether the documents comply with all City ordinances, state and federal law.
6. **Construction of Improvements:** The City will enter into a contract with a qualified contractor (the "**General Contractor**") to construct the improvements contemplated by this Agreement. The General Contractor will deliver, free and clear of all liens, all of the improvements described in the Plans as provided in this Agreement.
7. **Payment of Construction Costs:** The City will pay the General Contractor directly, and subcontractors and suppliers either directly or indirectly through the General Contractor, for invoices for goods, services, labor and/or materials for engineering, preparation of Plans, and construction of the Project Improvements (the "**Project Construction Costs**").
8. **Reimbursement of Project Management Costs:** The Land Owner will pay invoices for fees and expenses (the "**Project Management Costs**") the Land Owner receives from the Professionals and any other parties who have provided services related to planning, management and supervision of the construction of the Project Improvements, and preparation of Project Documents, including professional fees for land planning, project management, and legal work. The Land Owner will then deliver copies of the invoices to the City, along with proof of payment reasonably requested by the City. The City will reimburse the Land Owner within 30 days after receipt of a copy of the invoice and proof of payment. The City will not unreasonably withhold, condition or delay its approval of any invoice. The reimbursement pursuant to this Agreement will be for anything related to the Moore Street Project or the Moore Street Project Improvements including, but not limited to, services related to other aspects of the entire Project or the entire Project Improvements that are

addressed in relation to or as a prerequisite to the Moore Street Project or the Moore Street Project Improvements such as grading, soil stabilization, hydrology, storm water drainage and retention or detention, environmental issues, adjacency to future water lines and other utility lines, and anticipated elevations for proposed connecting roads, streets and driveways. Project Management Costs will be reimbursed at no more than three percent (3%) of the documented, actual Project Construction Costs.

9. **Permits:** The City will, with the assistance of the Civil Engineer or the General Contractor, provide or obtain all City permits, licenses and approvals required in connection with the construction of the Project Improvements and all other permits or approvals (if any) issued by other governmental agencies, to the extent required by law. The Land Owner is not responsible for obtaining any permits, licenses or approvals that may be required.
10. **City Inspector:** The City will use its own inspectors for (i) scheduling and conducting of necessary inspections, (ii) granting necessary permits, and (iii) the completion of other required compliance with City ordinances, rules or regulations with respect to the design and construction of the Project Improvements. The City's inspectors will have the authority, on behalf of the City, to provide approvals and issue permits as required from the City with regard to the construction of the Project Improvements.
11. **Contractor Assurances:** The City will contractually obligate the General Contractor to provide the following assurances to protect the City and the Land Owner during and after construction: (i) commercially reasonable procedures to assure payment and performance by the General Contractor's subcontractors, including payment and performance bonds to be furnished by those subcontractors if required by the Land Owner, (ii) indemnification (which will include commitments to defend and hold harmless) consistent with indemnification provisions customarily provided by prime contractors for City-operated construction projects with a scope similar to that of the Project Improvements to the extent allowed by law, and (iii) insurance, including commercial liability, all-risks builders risks, workers compensation, auto liability and excess umbrella coverage, each in form and substance not less than is customary for a City-operated construction project with a scope similar to that of the Project Improvements. Each such indemnity and insurance policy must name both the City and the Land Owner as named insureds, or as joint indemnitees and as additional insureds. The City may from time to time reasonably request in writing that the General Contractor furnish to the City evidence of the insurance provided by the General Contractor.
12. **Construction Contracts:** The Land Owner will have the right and responsibility to negotiate and enter into all contracts necessary for the design and engineering of the Project Improvements, containing terms and provisions acceptable to the Land Owner.
13. **Additional Requirements:** In connection with the design and construction of the Project Improvements, the Land Owner will contractually obligate the Civil Engineer to provide to City Manager, Robby Hefton (the "**City Designee**") copies of schematic design, design and construction plans and specifications for the Project Improvements (including revisions) as such plans and specifications are completed and approved or accepted by the Land Owner. The Civil Engineer will be available to meet and discuss the Plans with the Land Owner and

the City with regard to the construction of the Project Improvements, and will discuss with the City Designee comments the City Designee may have concerning such plans and specifications.

14. **Project Documents:** Any and all Plans, dedication instruments, easement documents, and agreements made in connection with or related the Project including, but not limited to, this Agreement (collectively referred to as the "**Project Documents**") will be deemed confirmed, ratified, and agreed upon by both parties when they have been finalized and executed on behalf of the parties. The Land Owner agrees to comply with ordinances that have been passed by the City Council and any amendments in effect as of the date of the execution of this Agreement. All of the work of the Project will be done under the supervision of the City Engineer (defined below) to City standards, and in accordance with applicable City regulations. The Project Documents are incorporated into this Agreement.
15. **Availability of Public Facilities:** No public facilities will be made available to any land within any segment of the Project until the work on each segment is performed and approved as agreed upon in this Agreement.
16. **Registered Civil Engineer:** All of the plans and specifications for the improvements herein mentioned must be prepared by a Registered Professional Civil Engineer. All of the expense of such engineering will be paid for by the City. Upon completion of the Project, the Civil Engineer will compile inspector and contractor markups and provide record drawings of all Project Improvements.
17. **Land Owner's Representative:** All of the plans and specifications for the Project Improvements will be subject to the approval of **Richard Munson** or **Merry Munson Wyatt** (each, a "**Land Owner's Representative**"). Each Land Owner's Representative will have the authority to act alone on behalf of the Land Owner. Any time a Land Owner's Representative is mentioned in this Agreement, the Land Owner's Representative may also have any professional engaged by the Land Owner be present. The Land Owner may designate another person or persons to serve as a Land Owner's Representative from time to time. John Ruggieri (the "**Land Owner's Consultant**") may participate in phone calls or meetings, and the City may discuss matters with the Land Owner's Consultant, with or without the participation of a Land Owner's Representative. However, the Land Owner's Consultant does not have the authority to bind the Land Owner to any agreement. Any document that requires a signature on behalf of the Land Owner will be binding only if signed by a Land Owner's Representative.
18. **City Engineer:** Before work is begun on any improvement, the City Manager will designate an engineer who works for the City (the "**City Engineer**") who will be notified and arrangements made for inspection by the City Engineer at such stages of construction as required by him, and no improvement constructed underground will be covered by the City until inspected and approved by the City Engineer. At any time any construction is contrary to the plans and specifications, the City Engineer will be, and is, empowered to stop construction and require correct construction and installation at the City's risk and without liability to the Land Owner.

19. **Coordination of Work:** The work will be coordinated between the City and a Land Owners Representative or the Land Owner's Consultant so that the utilities will be in place before the permanent improvements are installed.
20. **Connections for the Land Owner's Property and Fees:** The City will allow the Land Owner or the then owner of any part of the Land Owner's Property to have access to Moore Street and connect driveways to Moore Street at locations approved by the City, and to connect storm drains to storm drainage pipes and facilities in and adjacent to Moore Street. Other than fees that are waived under this Agreement, any fees normally charged by the City for building permits and similar fees will be paid as required to the City by the Land Owner or the then owner of the portion of the Land Owner's Property to which such access is to be provided.
21. **WAIVER OF RIGHTS UNDER STATE LAW:**
- A. The Land Owner understands that, pursuant to Section 212.904 of the Texas Local Government Code, the Land Owner is entitled to an apportionment of the municipal infrastructure cost and that such apportionment must be done by a professional engineer. The Land Owner hereby agrees that any land it donates to the City, as reflected on the easement legal description, is roughly proportionate to the need for such land. The Land Owner further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development of the Land Owner's Property and its needs related thereto. BY MY SIGNATURE ON THIS AGREEMENT, THE LAND OWNER HEREBY FREELY, KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, OR ANY OTHER RELATED CLAIMS. THE LAND OWNER AGREES THAT THE PROJECT MAY PROCEED WITHOUT THE REQUIREMENTS IMPOSED ON THE CITY UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, EXCEPT THE OWNER SPECIFICALLY RESERVES ITS RIGHT TO APPEAL THE APPORTIONMENT IN ACCORDANCE WITH SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.
- B. BOTH THE LAND OWNER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY *DOLAN V. TOWN OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN THE PROJECT CONDITIONS AND THE PROJECTED IMPACT OF THE FOREGOING, INCLUDING ALL DEDICATIONS OF LAND, PARKLAND, AND ANY INFRASTRUCTURE REFERENCED HEREIN. I CONSENT TO THIS

WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

22. **Abandonment of Existing Moore Street:** When the construction of Moore Street has been completed and the City opens Moore Street to traffic, the City will remove the pavement from the existing Moore Street located on the Land Owner's Property (the "**Old Moore Street**") where it connects to other roads, so that traffic cannot continue on the Old Moore Street. Also, promptly after the construction of Moore Street has been completed, the City will initiate the process to abandon the Old Moore Street, so that ownership of the land under the right of way for the Old Moore Street will be vested in the Land Owner. The City will cause the abandonment to be completed at no cost to the Land Owner. If the City's usual abandonment process would require compensation to be paid in connection with an abandonment, then the City will waive that requirement in this case. The City will cause any abandonment and conveyance documents to be prepared at no expense to the Land Owner. Descriptions of the locations of the land being abandoned and conveyed to the Land Owner will be prepared by the Civil Engineer. An attorney will prepare forms of documents using the approved descriptions of the locations of the areas to be abandoned and conveyed to the Land Owner, and the documents will be subject to the approval of the City attorney.
23. **Other Provisions:**
- A. Upon Completion of any phase of the construction, one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.
 - B. The City agrees to reimburse to the Land Owner all documented actual costs for construction and installation of public facilities as dedicated to the City up to Fifteen Million dollars (\$15,000,000) from Bond proceeds or 380 Agreement per a reimbursement schedule as provided in the Master Agreement or this Agreement, or as may be mutually agreed upon by the City and the Land Owner.
 - C. The City agrees to waive all engineering plan review, inspection, testing and other City fees in connection with the Project that the City would otherwise charge.
 - D. The Land Owner and City agree that any and all goods and services relative to infrastructure dedicated to the City are exempt from state and local sales tax in accordance with Texas Tax Code §§151.309 and 151.311.

ARTICLE II GENERAL CONTRACT PROVISIONS

1. **Force Majeure.** If the performance of any of the parties hereto is delayed by reason of war, civil commotion, acts of God, inclement weather, unanticipated subsurface conditions, fire or other casualty, court injunction or any circumstances which are reasonably beyond the control

of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted will be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement will be extended for a period of time equal to the period such party was delayed. The terms above will not apply to extend the time permitted for any payment obligations set forth in this Agreement.

2. **INDEMNIFICATION AND HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, CITY OBLIGATES ITSELF TO THE LAND OWNER TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE LAND OWNER, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING THE LAND OWNER'S EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES ARISING OUT OF THE ACTIONS OF THE CITY, ITS EMPLOYEES, AGENTS, OFFICIALS, OR REPRESENTATIVES IN CONNECTION WITH THIS AGREEMENT. **THIS INDEMNITY DOES NOT WAIVE ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**
3. **Authority to Bind.** Each general partner or member executing this Agreement on behalf the Land Owner represents that, by executing this Agreement in such capacity, it acts within the scope of its authority and does not exceed the bounds of its authority to act to bind such party regarding the obligations and assurances contained in this Agreement. City represents that the execution of this Agreement as provided below has been duly authorized by the City Council as provided in the Approval Resolution.
4. **Events of Default.** A default will exist if either party fails to perform or observe any material covenant contained in this Agreement. The non-defaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice must specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.
5. **Remedies Available to City.** If a default by the Land Owner occurs and continues for more than 30 days after Land Owner receives a written notice from the City stating that the Land Owner is in default under this Agreement and the action needed to cure the default, the City may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law and including using the Performance Bond to complete the work, without the necessity of further notice to or demand upon the Land Owner. The City will not, however, have the right to exercise such remedies for so long as the Land Owner proceeds in good faith and with due diligence to remedy and correct the default, provided that the Land Owner has commenced to cure such default within 30 days following receipt of the notice, pursues such cure with reasonable diligence and completes such cure within 180 days.

6. **No Waiver of Defenses.** Nothing in this Agreement will be construed or intended to waive any defenses available to the City with regard to any claims that may be made by third parties including, but not limited to, governmental immunity.
7. **Waiver to Assure Enforceability of this Agreement.** In entering into this Agreement, the City is exercising its discretion to perform proprietary functions that a municipality may, in its discretion, perform in the interest of the inhabitants of the municipality or, to the extent this Agreement pertains to the City performing governmental functions, it is a written contract for providing goods and services to the City as a local governmental entity as contemplated by Chapter 271 of the Texas Local Government Code. Accordingly, pursuant to Section 271.152 of the Texas Local Government Code, as to the enforceability of this Agreement by Land Owner, the City waives any defense of sovereign immunity or governmental immunity.
8. **Venue and Governing Law.** This Agreement is performable in Grayson County, Texas and venue of any action arising out of this Agreement will be exclusively in Grayson County, Texas. This Agreement will be governed and construed in accordance with the laws of the State of Texas.
9. **Notices.** Any notice required by this Agreement must be in writing and will be deemed to be properly served (i) three (3) days following deposit if deposited in the U.S. mail by certified letter, return receipt requested; (ii) on the next business day if sent by nationally recognized overnight delivery service; or (iii) upon receipt if delivered by courier, hand delivered, or transmitted by facsimile (fax) or electronic transmission (email), addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

If to the City:

City of Sherman, Texas
DESIGNEE: Robby Hefton, City Manager
ADDRESS: 220 W. Mulberry Street
Sherman, TX 75090

PHONE: 903-892-7200

FAX: 903-892-7355

Email: robbyh@cityofsherman.com

If to the Land Owner:

ADDRESS: Richard Munson or Merry Munson Wyatt
The Munson Realty Company
305 West Woodard Street
P.O. Box 1127
Denison, Texas 75021-1127

PHONE: (903) 465-2363

Richard Munson's Email: rcmunson@sbcglobal.net
Merry Wyatt's Email: merry@themunsonrealtycompany.com

FAX: (903) 463-3613

With a copy to Land Owner's Consultant:

John Ruggieri
Hoefer Wysocki
2001 Ross Avenue, Suite 501
Dallas, Texas 75204

PHONE: (214) 445-4349

Email: John.Ruggieri@hoeferwysocki.com

10. **Legal Construction.** If any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision and this Agreement will be considered as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.
11. **Counterparts.** This Agreement may be executed in any number of identical counterparts, which may be transmitted originally or electronically, each of which will be deemed an original and all of which together will constitute one and the same instrument.
12. **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and will not alter the substance of the terms and conditions of this Agreement.
13. **Successors and Assigns.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto, provided, however, this Agreement may not be assigned by the Land Owner without prior written approval by the City Manager of the City, which approval will not be unreasonably withheld or delayed. The City may delegate any of

its rights under this Agreement but the same will not constitute a novation, and the City may not assign its obligations to make payments or reimbursements under this Agreement.

14. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.
15. **Interpretation of Agreement.** This is negotiated Agreement. If any part of this Agreement is in dispute, the parties stipulate that this Agreement will not be construed more favorably for either party.

IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate on the dates set forth by the signatures below, to be effective as of the last set forth by the signatures below (the "**Effective Date**"), with an original to each party.

Land Owner:

THE MUNSON REALTY COMPANY

BY: _____
NAME: _____
TITLE: _____
DATE: _____, 2019

CITY: CITY OF SHERMAN

BY: _____
Robby Hefton, City Manager

DATE: _____, 2019

ATTEST: BY: _____
NAME: **Linda Ashby**
TITLE: **City Clerk**

APPROVAL RECOMMENDED:

Clint Philpott, P.E., Director of Engineering for the City

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

EXHIBIT A

The Land Owner's Property



EXHIBIT B

Moore Street Improvements map

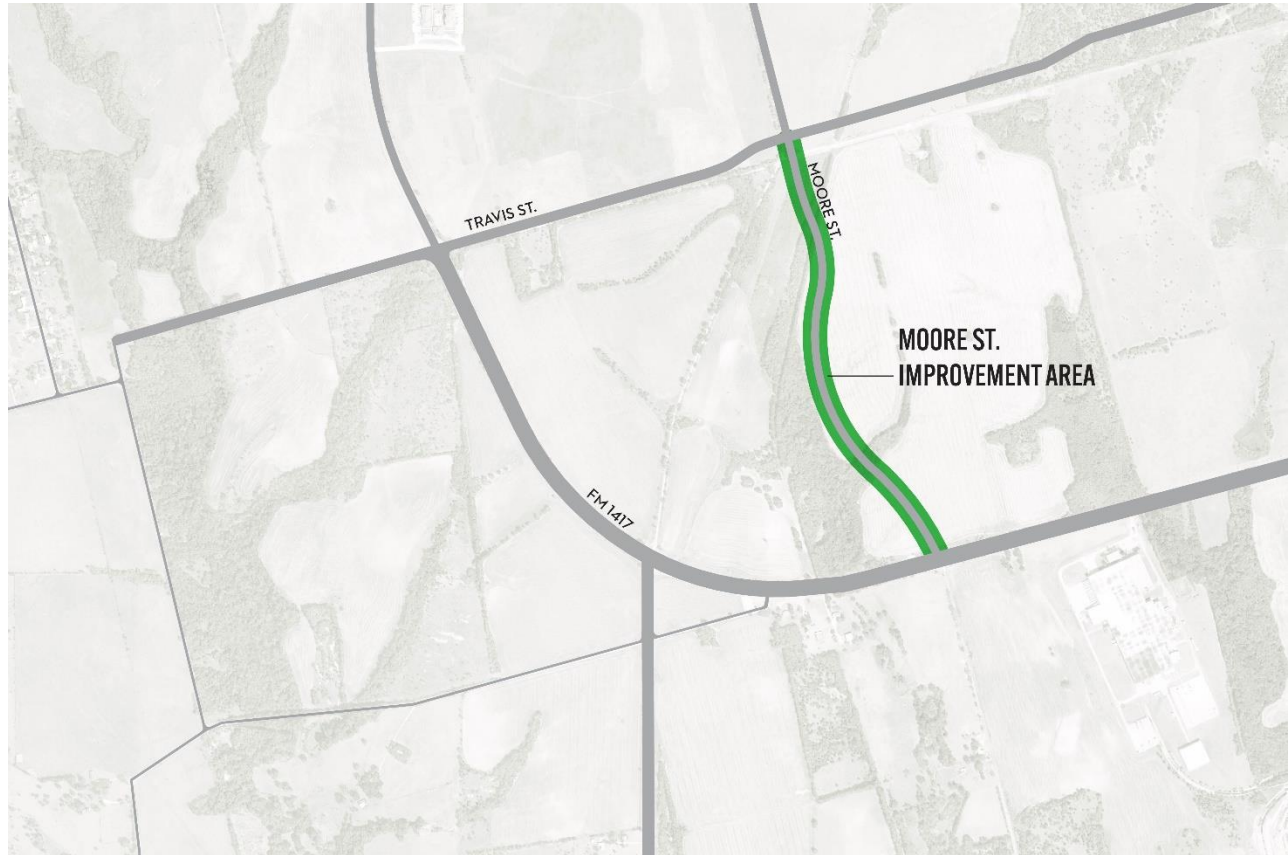
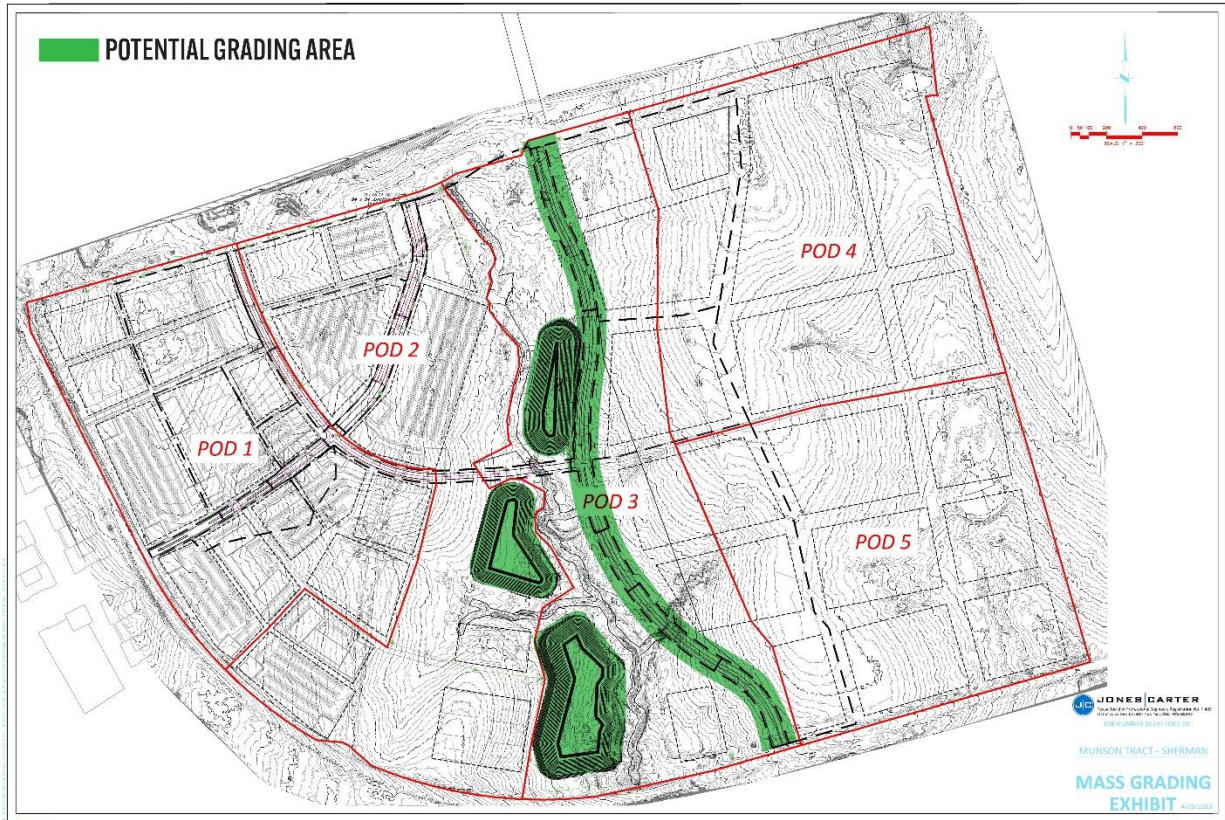


EXHIBIT C

Concept Plan





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.3.

Meeting Date: 07/01/2019

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6494

Authorizing Execution of a Sanitary Sewer Agreement between the City of Sherman and The Munson Realty Company for the Construction of Phase One Improvements, being a Sanitary Sewer Main from Travis Street to F.M. 1417 in the City of Sherman

Issue:

Currently, the new Sherman High School requires a lift station to take their onsite sanitary sewer north. The extension of this new line will not only eliminate the High School's need for a lift station but will also increase development in this area. This agreement will allow the sanitary sewer line to be constructed within the Munson Planned Development and will align with the Master Plan for the area.

Background:

The Munson Realty Company proposes to construct a 620-acre development south of West Travis Street around the new Sherman High School. The proposed Sanitary Sewer Agreement is for Phase One Improvements, a sanitary sewer main from Travis Street to F.M. 1417 in the City of Sherman. Construction of the sanitary sewer line presents an opportunity for savings to Sherman ISD on the new High School and provides needed sewer utilities to the land owned by the City along F.M. 1417.

Origination:

Engineering Department

Financial Consideration:

The construction of the 15-inch sanitary sewer line will be about \$1.1 million. Sherman ISD is expected to share in the construction cost.

Staff Recommendation:

Staff recommends approval and execution of the Sanitary Sewer Agreement.

Alternatives:

As directed by City Council

Attachments

Resolution No. 6494

Sanitary Sewer Agreement with Exhibits A (Property Description) and B (Sanitary Sewer Improvements Map)

RESOLUTION NO. 6494

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A SANITARY SEWER AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE MUNSON REALTY COMPANY FOR THE CONSTRUCTION OF PHASE ONE IMPROVEMENTS, BEING A SANITARY SEWER MAIN FROM TRAVIS STREET TO F.M. 1417 IN THE CITY OF SHERMAN; 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 Sanitary Sewer Agreement between the City of Sherman and The Munson Realty Company for the construction of Phase One Improvements, being a sanitary sewer main from Travis Street to F.M. 1417 in the City of Sherman, 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.

PASSED AND APPROVED on this the ____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

**SANITARY SEWER AGREEMENT
BETWEEN
THE CITY OF SHERMAN
AND
THE MUNSON REALTY COMPANY**

THIS SANITARY SEWER AGREEMENT (this "**Agreement**") is made and entered into by and between the City of Sherman (the "**City**"), a municipal corporation organized under the laws of the State of Texas, and The Munson Realty Company, a Texas corporation (the "**Land Owner**").

RECITALS:

WHEREAS, the Land Owner owns the land depicted on the attached Exhibit "A" (the "**Land Owner's Property**");

WHEREAS, on or before the execution of this Agreement, the City and the Land Owner have entered into a Master Agreement (the "**Master Agreement**");

WHEREAS, the Master Agreement contemplates the execution of separate agreements pertaining to construction of components of infrastructure on the Land Owner's Property, and this Agreement is one of those agreements;

WHEREAS, the City is required to provide certain infrastructure under an agreement with the Sherman Independent School District, part of which needs to be constructed on the Land Owner's Property;

WHEREAS, the City has agreed to provide Sherman Independent School District with a connection to a sanitary sewer main through land owned by the Land Owner, as indicated in the attached Exhibit "B";

WHEREAS, the City will require the dedication of easements required for the construction of infrastructure improvements, as indicated in the attached Exhibit "B";

WHEREAS, the City has agreed to fund sanitary sewer improvements as Phase One of two phases, as indicated in the attached Exhibit "B";

WHEREAS, Phase One improvements will include the construction of: (i) a fifteen (15) inch sanitary sewer main from Travis Street to FM 1417 through the Land Owner's Property, as indicated on the Sanitary Sewer Improvements map attached as Exhibit "B", (ii) all connections to the sanitary sewer main and sanitary sewer facilities between the Land Owner's Property and property owned or controlled by the Sherman Independent School District to be used for a high school, and (iii) all connections to the sanitary sewer main between the Land Owner's Property and the treatment plant south of the Land Owner's Property;

WHEREAS, the City has agreed to pay directly, or to reimburse the Land Owner, for all required and approved costs of infrastructure related expenses including professional fees for land planning, engineering, project management, and legal work, and the costs of construction of the improvements contemplated by this Agreement;

WHEREAS, the City will accept all public infrastructure designed and constructed per City standards, in accordance with the provisions of this Agreement and the prevailing state and local laws, and will provide City services to the Land Owner's Property and thereafter operate applicable facilities so that the occupants of the improvements on the Land Owner's Property will receive City services;

WHEREAS, the Land Owner will dedicate easements to the City across portions of the Land Owner's Property for the construction of sanitary sewer improvements, which may be within or outside of the rights of way of Moore Road, Munson Avenue and Main Street; and

WHEREAS, the Land Owner desires that the City accept the dedication of the sanitary sewer improvements and other infrastructure improvements as reflected on the plans and specifications to be submitted by the Land Owner and accepted by the City as a part of the public facilities of the City, as provided in this Agreement.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

ARTICLE I. SPECIFIC CONTRACT PROVISIONS

1. **Assurance of Title:** At the time of execution of this Agreement, the Land Owner represents to the City that the Land Owner is the owner of the Land Owner's Property.
2. **Approved Professionals:** The Land Owner will contract with the following firms and individuals to provide goods and services related to this Agreement: (i) the **Hoefer Wysocki** land planning firm (including John Ruggieri, who works for Hoefer Wysocki) (the "**Land Planner**") to provide planning, design and management services as contemplated by this Agreement; (ii) **Jones & Carter, Inc.** (the "**Civil Engineer**") to prepare plans for improvements to be constructed as contemplated by this Agreement; (iii) **Terracon Consultants, Inc.** to perform geotechnical engineering services including supervision of soil borings at various locations and depths; (iv) **Integrated Environmental Solutions, LLC** to work on delineation, planning and filing for permits related to storm water handling, drainage, wetlands, creeks, and waters of the United States; (v) a Land Owner's Representative (defined below); and (vi) **Robert D. McTaggart, P.C.** to provide legal services to the Land Owner. The City approves the professionals named above, and the City will reimburse the Land Owner for the fees of the professionals as provided in this Agreement. The Land Owner may,

from time to time, choose to engage another professional firm to provide goods and services related to this Agreement, in which case the Land Owner will deliver a written notice to the City Designee (defined below) to request the City's approval of the new or replacement professional, and the City will not unreasonably withhold, delay or condition its approval. The professionals and professional firms approved by the City are sometimes referred to in this Agreement as the "**Professionals**."

3. **Plans for the Sanitary Sewer Project:** The Land Owner will authorize the Civil Engineer to prepare plans and specifications (the "**Plans**") for the improvements to be constructed on the Land Owner's Property (collectively the "**Project**") pursuant to this Agreement as part of the public facilities of the City. The Plans will describe the improvements comprising the Project (the "**Project Improvements**").
4. **This Agreement Relates to the Sanitary Sewer Project:** The sanitary sewer Project Improvements to be constructed pursuant to this Agreement are a component of the entire project improvements to be constructed on the Land Owner's Property as contemplated by the Master Agreement. Unless the context indicates an intent to refer to the entire project contemplated by the Master Agreement, any reference in this Agreement to (i) the "Plans" is intended to refer to the Plans for the sanitary sewer Project; (ii) the "Project" is intended to refer to the sanitary sewer Project, and (iii) the "Project Improvements" is intended to refer to the sanitary sewer Project Improvements.
5. **Easements:** The Land Owner will cause separate documents to be prepared to grant to the City easements on portions of the Land Owner's Property for Project Improvements to be constructed. Descriptions of the locations of the easements will be prepared by the Civil Engineer. Those descriptions will include separate descriptions for temporary construction easements adjacent to and outside of the easement areas for the Project Improvements. The exact location of the easements for the Project Improvements and the temporary construction easements will be subject to the approval of the parties. An attorney will prepare forms of easement documents using the approved descriptions of the locations of the easements, and the easement documents will be subject to the approval of the City attorney. The Land Owner understands that the City will rely on the accuracy of the easements and Plans in making its determination as to whether the documents comply with all City ordinances, state and federal law.
6. **Construction of Improvements:** The City will enter into a contract with a qualified contractor (the "**General Contractor**") to construct the improvements contemplated by this Agreement. The General Contractor will deliver, free and clear of all liens, all of the improvements described in the Plans as provided in this Agreement.
7. **Payment of Construction Costs:** The City will pay the General Contractor directly, and subcontractors and suppliers either directly or indirectly through the General Contractor, for invoices for goods, services, labor and/or materials for engineering, preparation of Plans, and construction of the Project Improvements (the "**Project Construction Costs**").

8. **Reimbursement of Project Management Costs:** The Land Owner will pay invoices for fees and expenses (the "**Project Management Costs**") the Land Owner receives from the Professionals and any other parties who have provided services related to planning, management and supervision of the construction of the Project Improvements, and preparation of Project Documents, including professional fees for land planning, project management, and legal work. The Land Owner will then deliver copies of the invoices to the City, along with proof of payment reasonably requested by the City. The City will reimburse the Land Owner within 30 days after receipt of a copy of the invoice and proof of payment. The City will not unreasonably withhold, condition or delay its approval of any invoice. The reimbursement pursuant to this Agreement will be for anything related to the Sanitary Sewer Project or the Sanitary Sewer Project Improvements including, but not limited to, services related to other aspects of the entire Project or the entire Project Improvements that are addressed in relation to or as a prerequisite to the Sanitary Sewer Project or the Sanitary Sewer Project Improvements such as grading, hydrology, storm water drainage and retention or detention, environmental issues, adjacency to future water lines, and anticipated elevations for proposed roads and streets. Project Management Costs will be reimbursed at no more than three percent (3%) of the documented, actual Project Construction Costs.
9. **Permits:** The City will, with the assistance of the Civil Engineer or the General Contractor, provide or obtain all City permits, licenses and approvals required in connection with the construction of the Project Improvements and all other permits or approvals (if any) issued by other governmental agencies, to the extent required by law. The Land Owner is not responsible for obtaining any permits, licenses or approvals that may be required.
10. **City Inspector:** The City will use its own inspectors for (i) scheduling and conducting of necessary inspections, (ii) granting necessary permits, and (iii) the completion of other required compliance with City ordinances, rules or regulations with respect to the design and construction of the Project Improvements. The City's inspectors will have the authority, on behalf of the City, to provide approvals and issue permits as required from the City with regard to the construction of the Project Improvements.
11. **Contractor Assurances:** The City will contractually obligate the General Contractor to provide the following assurances to protect the City and the Land Owner during and after construction: (i) commercially reasonable procedures to assure payment and performance by the General Contractor's subcontractors, including payment and performance bonds to be furnished by those subcontractors if required by the Land Owner, (ii) indemnification (which will include commitments to defend and hold harmless) consistent with indemnification provisions customarily provided by prime contractors for City-operated construction projects with a scope similar to that of the Project Improvements to the extent allowed by law, and (iii) insurance, including commercial liability, all-risks builders risks, workers compensation, auto liability and excess umbrella coverage, each in form and substance not less than is customary for a City-operated construction project with a scope similar to that of the Project Improvements. Each such indemnity and insurance policy must name both the City and the Land Owner as named insureds, or as joint indemnitees and as additional insureds. The City may from time to time reasonably request in writing that the General Contractor furnish to the City evidence of the insurance provided by the General Contractor.

12. **Construction Contracts:** The Land Owner will have the right and responsibility to negotiate and enter into all contracts necessary for the design and engineering of the Project Improvements, containing terms and provisions acceptable to the Land Owner.
13. **Additional Requirements:** In connection with the design and construction of the Project Improvements, the Land Owner will contractually obligate the Civil Engineer to provide to City Manager, Robby Hefton (the "**City Designee**") copies of schematic design, design and construction plans and specifications for the Project Improvements (including revisions) as such plans and specifications are completed and approved or accepted by the Land Owner. The Civil Engineer will be available to meet and discuss the Plans with the Land Owner and the City with regard to the construction of the Project Improvements, and will discuss with the City Designee comments the City Designee may have concerning such plans and specifications.
14. **Project Documents:** Any and all Plans, easement documents, and agreements made in connection with or related to the Project including, but not limited to, this Agreement (collectively referred to as the "**Project Documents**") will be deemed confirmed, ratified, and agreed upon by both parties when they have been finalized and executed on behalf of the parties. The Land Owner agrees to comply with ordinances that have been passed by the City Council and any amendments in effect as of the date of the execution of this Agreement. All of the work of the Project will be done under the supervision of the City Engineer (defined below) to City standards, and in accordance with applicable City regulations. The Project Documents are incorporated into this Agreement.
15. **Availability of Public Facilities:** No public facilities will be made available to any land within any segment of the Project until the work on each segment is performed and approved as agreed upon in this Agreement.
16. **Registered Civil Engineer:** All of the plans and specifications for the improvements herein mentioned must be prepared by a Registered Professional Civil Engineer. All of the expense of such engineering will be paid for by the City. Upon completion of the Project, the Civil Engineer will compile inspector and contractor markups and provide record drawings of all Project Improvements.
17. **Land Owner's Representative:** All of the plans and specifications for the Project Improvements will be subject to the approval of **Richard Munson** or **Merry Munson Wyatt** (each, a "**Land Owner's Representative**"). Each Land Owner's Representative will have the authority to act alone on behalf of the Land Owner. Any time a Land Owner's Representative is mentioned in this Agreement, the Land Owner's Representative may also have any professional engaged by the Land Owner be present. The Land Owner may designate another person or persons to serve as a Land Owner's Representative from time to time. John Ruggieri (the "**Land Owner's Consultant**") may participate in phone calls or meetings, and the City may discuss matters with the Land Owner's Consultant, with or without the participation of a Land Owner's Representative. However, the Land Owner's Consultant does not have the

authority to bind the Land Owner to any agreement. Any document that requires a signature on behalf of the Land Owner will be binding only if signed by a Land Owner's Representative.

18. **City Engineer:** Before work is begun on any improvement, the City Manager will designate an engineer who works for the City (the "**City Engineer**") who will be notified and arrangements made for inspection by the City Engineer at such stages of construction as required by him, and no improvement constructed underground will be covered by the City until inspected and approved by the City Engineer. At any time any construction is contrary to the plans and specifications, the City Engineer will be, and is, empowered to stop construction and require correct construction and installation at the City's risk and without liability to the Land Owner.
19. **Coordination of Work:** The work will be coordinated between the City and a Land Owners Representative or the Land Owner's Consultant so that the utilities will be in place before the permanent improvements are installed.
20. **Connections for the Land Owner's Property and Fees:** The City will allow the Land Owner or the then owner of any part of the Land Owner's Property to connect to the fifteen (15) inch sanitary sewer main and sanitary sewer facilities adjacent to or on the Land Owner's Property. Other than fees that are waived under this Agreement, any fees normally charged by the City for building permits, water taps, service connections, and similar fees will be paid as required to the City by the Land Owner or the then owner of the portion of the Land Owner's Property to which such service is to be provided.

21. **WAIVER OF RIGHTS UNDER STATE LAW:**

- A. The Land Owner understands that, pursuant to Section 212.904 of the Texas Local Government Code, the Land Owner is entitled to an apportionment of the municipal infrastructure cost and that such apportionment must be done by a professional engineer. The Land Owner hereby agrees that any land it donates to the City, as reflected on the easement legal description, is roughly proportionate to the need for such land. The Land Owner further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development of the Land Owner's Property and its needs related thereto. BY MY SIGNATURE ON THIS AGREEMENT, THE LAND OWNER HEREBY FREELY, KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, OR ANY OTHER RELATED CLAIMS. THE LAND OWNER AGREES THAT THE PROJECT MAY PROCEED WITHOUT THE REQUIREMENTS IMPOSED ON THE CITY UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, EXCEPT THE OWNER SPECIFICALLY RESERVES ITS RIGHT TO APPEAL THE APPORTIONMENT IN ACCORDANCE WITH SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.
- B. BOTH THE LAND OWNER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY *DOLAN V. TOWN OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN THE PROJECT CONDITIONS AND THE PROJECTED IMPACT OF THE FOREGOING, INCLUDING ALL DEDICATIONS OF LAND, PARKLAND, AND ANY INFRASTRUCTURE REFERENCED HEREIN. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

22. **Other Provisions:**

- A. Upon Completion of any phase of the construction, one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.
- B. The City agrees to reimburse to the Land Owner all documented actual costs for construction and installation of public facilities as dedicated to the City up to Fifteen

Million dollars (\$15,000,000) from Bond proceeds or 380 Agreement per a reimbursement schedule as provided in the Master Agreement or this Agreement, or as may be mutually agreed upon by the City and the Land Owner.

- C. The City agrees to waive all engineering plan review, inspection, testing and other City fees in connection with the Project that the City would otherwise charge.
- D. The Land Owner and City agree that any and all goods and services relative to infrastructure dedicated to the City are exempt from state and local sales tax in accordance with Texas Tax Code §§151.309 and 151.311.

ARTICLE II GENERAL CONTRACT PROVISIONS

1. **Force Majeure.** If the performance of any of the parties hereto is delayed by reason of war, civil commotion, acts of God, inclement weather, unanticipated subsurface conditions, fire or other casualty, court injunction or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted will be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement will be extended for a period of time equal to the period such party was delayed. The terms above will not apply to extend the time permitted for any payment obligations set forth in this Agreement.
2. **INDEMNIFICATION AND HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, CITY OBLIGATES ITSELF TO THE LAND OWNER TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE LAND OWNER, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING THE LAND OWNER'S EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES ARISING OUT OF THE ACTIONS OF THE CITY, ITS EMPLOYEES, AGENTS, OFFICIALS, OR REPRESENTATIVES IN CONNECTION WITH THIS AGREEMENT. **THIS INDEMNITY DOES NOT WAIVE ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**
3. **Authority to Bind.** Each general partner or member executing this Agreement on behalf the Land Owner represents that, by executing this Agreement in such capacity, it acts within the scope of its authority and does not exceed the bounds of its authority to act to bind such party regarding the obligations and assurances contained in this Agreement. City represents that the execution of this Agreement as provided below has been duly authorized by the City Council as provided in the Approval Resolution.

4. **Events of Default.** A default will exist if either party fails to perform or observe any material covenant contained in this Agreement. The non-defaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice must specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.
5. **Remedies Available to City.** If a default by the Land Owner occurs and continues for more than 30 days after Land Owner receives a written notice from the City stating that the Land Owner is in default under this Agreement and the action needed to cure the default, the City may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law and including using the Performance Bond to complete the work, without the necessity of further notice to or demand upon the Land Owner. The City will not, however, have the right to exercise such remedies for so long as the Land Owner proceeds in good faith and with due diligence to remedy and correct the default, provided that the Land Owner has commenced to cure such default within 30 days following receipt of the notice, pursues such cure with reasonable diligence and completes such cure within 180 days.
6. **No Waiver of Defenses.** Nothing in this Agreement will be construed or intended to waive any defenses available to the City with regard to any claims that may be made by third parties including, but not limited to, governmental immunity.
7. **Waiver to Assure Enforceability of this Agreement.** In entering into this Agreement, the City is exercising its discretion to perform proprietary functions that a municipality may, in its discretion, perform in the interest of the inhabitants of the municipality or, to the extent this Agreement pertains to the City performing governmental functions, it is a written contract for providing goods and services to the City as a local governmental entity as contemplated by Chapter 271 of the Texas Local Government Code. Accordingly, pursuant to Section 271.152 of the Texas Local Government Code, as to the enforceability of this Agreement by Land Owner, the City waives any defense of sovereign immunity or governmental immunity.
8. **Venue and Governing Law.** This Agreement is performable in Grayson County, Texas and venue of any action arising out of this Agreement will be exclusively in Grayson County, Texas. This Agreement will be governed and construed in accordance with the laws of the State of Texas.
9. **Notices.** Any notice required by this Agreement must be in writing and will be deemed to be properly served (i) three (3) days following deposit if deposited in the U.S. mail by certified letter, return receipt requested; (ii) on the next business day if sent by nationally recognized overnight delivery service; or (iii) upon receipt if delivered by courier, hand delivered, or transmitted by facsimile (fax) or electronic transmission (email), addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

If to the City:

City of Sherman, Texas

DESIGNEE: Robby Hefton, City Manager

ADDRESS: 220 W. Mulberry Street
Sherman, TX 75090

PHONE: 903-892-7200

FAX: 903-892-7355

Email: robbyh@cityofsherman.com

If to the Land Owner:

ADDRESS: Richard Munson or Merry Munson Wyatt
The Munson Realty Company
305 West Woodard Street
P.O. Box 1127
Denison, Texas 75021-1127

PHONE: (903) 465-2363

Richard Munson's Email: rcmunson@sbcglobal.net

Merry Wyatt's Email: merry@themunsonrealtycompany.com

FAX: (903) 463-3613

With a copy to Land Owner's Consultant:

John Ruggieri
Hoefer Wysocki
2001 Ross Avenue, Suite 501
Dallas, Texas 75204

PHONE: (214) 445-4349

Email: John.Ruggieri@hoeferwysocki.com

10. **Legal Construction.** If any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision and this Agreement will be

considered as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

11. **Counterparts.** This Agreement may be executed in any number of identical counterparts, which may be transmitted originally or electronically, each of which will be deemed an original and all of which together will constitute one and the same instrument.
12. **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and will not alter the substance of the terms and conditions of this Agreement.
13. **Successors and Assigns.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto, provided, however, this Agreement may not be assigned by the Land Owner without prior written approval by the City Manager of the City, which approval will not be unreasonably withheld or delayed. The City may delegate any of its rights under this Agreement but the same will not constitute a novation, and the City may not assign its obligations to make payments or reimbursements under this Agreement.
14. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.
15. **Interpretation of Agreement.** This is negotiated Agreement. If any part of this Agreement is in dispute, the parties stipulate that this Agreement will not be construed more favorably for either party.

IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate on the dates set forth by the signatures below, to be effective as of the last set forth by the signatures below (the "Effective Date"), with an original to each party.

Land Owner:

THE MUNSON REALTY COMPANY

BY: _____
NAME: _____
TITLE: _____
DATE: _____, 2019

CITY: CITY OF SHERMAN

BY: _____
Robby Hefton, City Manager

DATE: _____, 2019

ATTEST: BY: _____
NAME: **Linda Ashby**
TITLE: **City Clerk**

APPROVAL RECOMMENDED:

Clint Philpott, P.E., Director of Engineering for the City

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

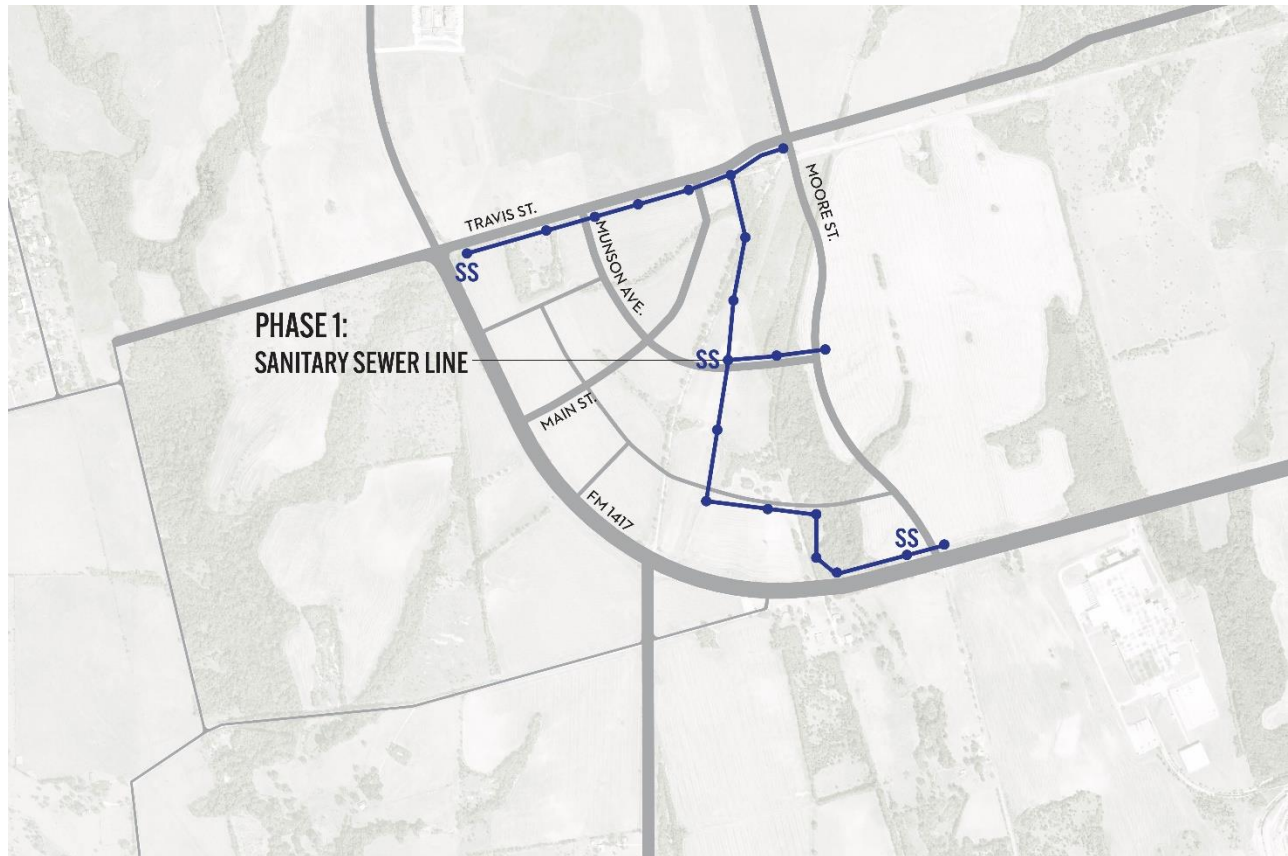
EXHIBIT A

The Land Owner's Property



EXHIBIT B

Sanitary Sewer Improvements map





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.4.

Meeting Date: 07/01/2019

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6495

Authorizing Execution of an Advance Funding Agreement between the City of Sherman and the State of Texas, Acting By and Through the Texas Department of Transportation, for Intersection and Operational Improvements On-System [Heritage Parkway (FM 1417), West Travis Street and O.B.Groner Road Improvements]

Issue:

To execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for Intersection and Operational Improvements On-System [Heritage Parkway (FM 1417), West Travis Street and O.B.Groner Road Improvements]

Background:

This project includes reconstructing the intersection of Heritage Parkway (FM 1417) at West Travis Street and O.B. Groner Road. With the construction of the new four-lane divided West Travis Street extension, increased traffic will exit onto Heritage Parkway (FM 1417) at the current O.B. Groner intersection. Updating this intersection will greatly increase safety and efficiency of this area with signalization and dedicated turn lanes. An AFA is required for each project in order to specify the financial requirement for each party. The City will be responsible for funding this project. This project is expected to be completed by Summer 2020, prior to the opening of the new Sherman High School.

Origination:

Engineering Department

Financial Consideration:

Construction and indirect state cost will be \$1,575,000.00 and will be funded through the City's Capital Improvement Program. Funds were allocated for this project as part of the recent 2019 Certificate of Obligation Bond issue. TxDOT will handle the bidding and construction management of this project. Actual cost will be determined after the project is bid. Design is 90% complete.

Staff Recommendation:

It is the staff's recommendation that the Council authorize the execution of the Advance Funding Agreement with TxDOT.

Alternatives:

Those as may be directed by the City Council

Attachments

Resolution No. 6495

Advance Funding Agreement

Aerial Location Map

RESOLUTION NO. 6495

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR INTERSECTION AND OPERATIONAL IMPROVEMENTS ON-SYSTEM [HERITAGE PARKWAY (FM 1417), WEST TRAVIS STREET AND O.B. GRONER ROAD 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 an Advance Funding Agreement with the State of Texas, acting by and through the Texas Department of Transportation, for intersection and operational improvements on-system at the intersection of Heritage Parkway (FM 1417) at West Travis Street and O.B. Groner Road in the City of Sherman, in accordance with the terms and provisions of 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.

PASSED AND APPROVED on this the ____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

CSJ #	2455-01-041
District #	01 - PAR
Code Chart 64 #	39200
Project Name	FM 1417 West Travis Intersection

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Intersection and Operational Improvements
On-System**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Sherman**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115005** authorizing the State to undertake and complete a highway improvement generally described as **Intersection Improvements on FM 1417 at West Travis Street and O.B. Groner Road** (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment A, Resolution or Ordinance, for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Location Map Showing Project, (Attachment B) which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows

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AGREEMENT

1. Responsible Parties:

The parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government	Utilities	Article 8
2.	State	Environmental Assessment and Mitigation	Article 9
3.	State	Architectural and Engineering Services	Article 12
4.	State	Construction Responsibilities	Article 13
5.	Local Government	Right of Way and Real Property	Article 15

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

This project will improve the intersection of West Travis Street and FM 1417 by constructing dedicated right and left turn lanes along FM 1417, a traffic signal system, and safety lighting for the intersection. Increased traffic from the new high school currently under construction at the north east corner of this intersection will be addressed by these safety improvements.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is **\$1,752,000** as shown in Attachment C, Project Budget, (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of

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environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

- D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. Where Special Approval has been granted by the State under 43 TAC §15.52, the Local Government shall only in that instance be responsible for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. If the Project has been approved for a specified percentage or a periodic payment non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.
- G. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.
- H. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- I. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- J. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- K. The State will not pay interest on any funds provided by the Local Government.
- L. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- M. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- N. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit

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requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.

- O. Upon completion of the Project, where Special Approval has been granted by the State under 43 TAC 15.52, the State will perform a final accounting of the Project costs. Any funds due by the Local Government or the State will be promptly paid by the owing party.
- P. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- Q. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

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8. Utilities

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Procurement Standards

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special

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provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

13. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- F. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

14. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

15. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

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- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received

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written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

16. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

17. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Sherman ATTN: City Manager 220 West Mulberry Street Sherman, Texas 75090	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that

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notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

18. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

19. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

20. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

21. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

22. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

23. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

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24. Audit

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

25. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

26. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

27. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

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- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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28. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

THE LOCAL GOVERNMENT

Signature

Robby Hefton

Typed or Printed Name

City Manager

Typed or Printed Title

Date

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ATTACHMENT A
RESOLUTION OR ORDINANCE

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ATTACHMENT B LOCATION MAP SHOWING PROJECT

Sherman

OB Groner/West Travis Street at FM 1417



Imagery ©2019 Google, Map data ©2019 2000 ft

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ATTACHMENT C PROJECT BUDGET

The Local Government is responsible for all project costs, including 100% of any overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	\$177,000.00	0%	\$0	0%	\$0	100%	\$177,000.00
Construction (by State)	\$1,500,000.00	0%	\$0	0%	\$0	100%	\$1,500,000.00
Subtotal	\$1,677,000.00		\$0		\$0		\$1,677,000.00
Environmental Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Engineering Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Utility Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Construction Direct State Costs	\$0	0%	\$0	0%	\$0	0%	\$0
Indirect State Costs	\$75,000.00	0%	\$0	0%	\$0	100%	\$75,000.00
TOTAL	\$1,752,000.00		\$0		\$0		\$1,752,000.00

Initial payment by the Local Government to the State: **\$25,000.00**

Payment by the Local Government to the State before construction: **\$1,650,000.00**

Estimated total payment by the Local Government to the State **\$1,675,000.00**

This is only an estimate, therefore the final amount of Local Government participation will be based on actual costs.





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.5.

Meeting Date: 07/01/2019

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6496

Authorizing Execution of an Advance Funding Agreement between the City of Sherman and the State of Texas, Acting By and Through the Texas Department of Transportation, for a Federal-Aid Highway Project to Replace a Bridge Off the State System (South Travis Street Bridge)

Issue:

To execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for replacement of the South Travis Street bridge

Background:

In 2016, TxDOT submitted their Bridge Report for Off-Site Bridges within Sherman, TX. This report is updated every four years. The South Travis Street bridge is in need of deck and beam repair and railing improvements. The bridge is still safe for travel; but these repairs are necessary in order to protect the bridge for its long-term future use. In 2017, the City hired Kimley-Horn to analyze cost for rehabilitation of this bridge. Because of its age and the fact that this bridge is located below the one hundred-year floodplain, a complete bridge reconstruction is recommended. This bridge replacement was approved by TxDOT for Federal funds in 2019 and 2020. An AFA is required for each project in order to specify the financial requirement for each party.

Origination:

Engineering Department

Financial Consideration:

Construction and design is expected to cost \$2.7 million. The City's cost will be a match of 10% of the project cost, or \$269,376.00. The City's portion of funding for this project is available through an allocation of the 2017 Certificate of Obligation Bond issue.

Staff Recommendation:

It is the staff's recommendation that the Council authorize the execution of the Advance Funding Agreement with TxDOT.

Alternatives:

Those as may be directed by the City Council

Attachments

Resolution No. 6496

Advance Funding Agreement

Aerial Location Map

RESOLUTION NO. 6496

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR A FEDERAL-AID HIGHWAY PROJECT TO REPLACE A BRIDGE OFF THE STATE SYSTEM (SOUTH TRAVIS STREET BRIDGE); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Advance Funding Agreement with the State of Texas, acting by and through the Texas Department of Transportation, for a Federal-Aid Highway Project to replace a bridge off the state system, being the South Travis Street bridge in the City of Sherman, in accordance with the terms and provisions of 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.

PASSED AND APPROVED on this the ____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

CSJ # 0901-19-205
District # 01-PAR
Code Chart 64 # 39200
Project: S Travis St at Post Oak Creek
NBI Structure #01-092-0-C043-21-002
Federal Highway Administration
CFDA Title: Hwy Planning & Construction
CFDA No.: 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System**

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the City of Sherman, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at South Travis Street, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 115291, dated August 30, 2018; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

AGREEMENT

1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A.** The Agreement is terminated in writing with the mutual consent of the parties;
- B.** The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C.** The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- D.** The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

6. Right of Way and Real Property

- A.** The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B.** The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A.** The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B.** Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.
- C.** The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D.** The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

- A.** The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B.** Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

- A.** A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.
- B.** Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.

- C. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.
- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

- H.** Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.
- I.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J.** The State will not pay interest on any funds provided by the Local Government.
- K.** The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- L.** The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M.** Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to _____ percent (____%).
- N.** The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state

auditor with access to any information the state auditor considers relevant to the investigation or audit.

- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

- A. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this Agreement shows a list of EMPs under this Agreement.
- B. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.
- C. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this Agreement.
- D. Responsibilities of the Local Government on EMPs.
 - 1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
 - 2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWPs.

3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.
 4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.
- E. Funding of Ineligible or Additional Work Not Waived.** Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

Local Government: City Manager
City of Sherman
220 West Mulberry Street
Sherman, Texas 75090

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Civil Rights Compliance

- A. Compliance with Regulations:** The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination:** The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be

notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

25. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall

have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred,

suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C.** The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Federal Funding Accountability and Transparency Act Requirements

- A.** Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B.** The Local Government agrees that it shall:

1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is:
<https://www.sam.gov/portal/public/SAM/>;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website
<http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. Local Government Restrictions

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.

CSJ # 0901-19-205
District # 01-PAR
Code Chart 64 # 39200
Project: S Travis St at Post Oak Creek
NBI Structure #01-092-0-C043-21-002
Federal Highway Administration
CFDA Title: Hwy Planning & Construction
CFDA No.: 20.205
Not Research and Development

- C.** If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____."
- D.** For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E.** The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H.** Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I.** The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J.** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

CSJ # 0901-19-205
District # 01-PAR
Code Chart 64 # 39200
Project: S Travis St at Post Oak Creek
NBI Structure #01-092-0-C043-21-002
Federal Highway Administration
CFDA Title: Hwy Planning & Construction
CFDA No.: 20.205
Not Research and Development

- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

33. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ # 0901-19-205
District # 01-PAR
Code Chart 64 # 39200
Project: S Travis St at Post Oak Creek
NBI Structure #01-092-0-C043-21-002
Federal Highway Administration
CFDA Title: Hwy Planning & Construction
CFDA No.: 20.205
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Robby Hefton
Typed or Printed Name

Sherman City Manager
Title

Date

THE STATE OF TEXAS

Graham Bettis, P.E.
Bridge Division Director
Texas Department of Transportation

Date

CSJ # 0901-19-205
District # 01-PAR
Code Chart 64 # 39200
Project: S Travis St at Post Oak Creek
NBI Structure #01-092-0-C043-21-002
Federal Highway Administration
CFDA Title: Hwy Planning & Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

CSJ # 0901-19-205
District # 01-PAR
Code Chart 64 # 39200
Project: S Travis St at Post Oak Creek
NBI Structure #01-092-0-C043-21-002
Federal Highway Administration
CFDA Title: Hwy Planning & Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT B PROJECT LOCATION MAP



CSJ # 0901-19-205
 District # 01-PAR
 Code Chart 64 # 39200
 Project: S Travis St at Post Oak Creek
 NBI Structure #01-092-0-C043-21-002
 Federal Highway Administration
 CFDA Title: Hwy Planning & Construction
 CFDA No.: 20.205
 Not Research and Development

ATTACHMENT C **
LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT-MATCH PROJECTS

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
NOT APPLICABLE TO THIS PROJECT				
Total				
EMP work credited to this PWP*				
Balance of EMP work available to associated PWPs				
Associated PWPs CSJs			Amount to be Credited to Associated PWPs	
Total				

*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

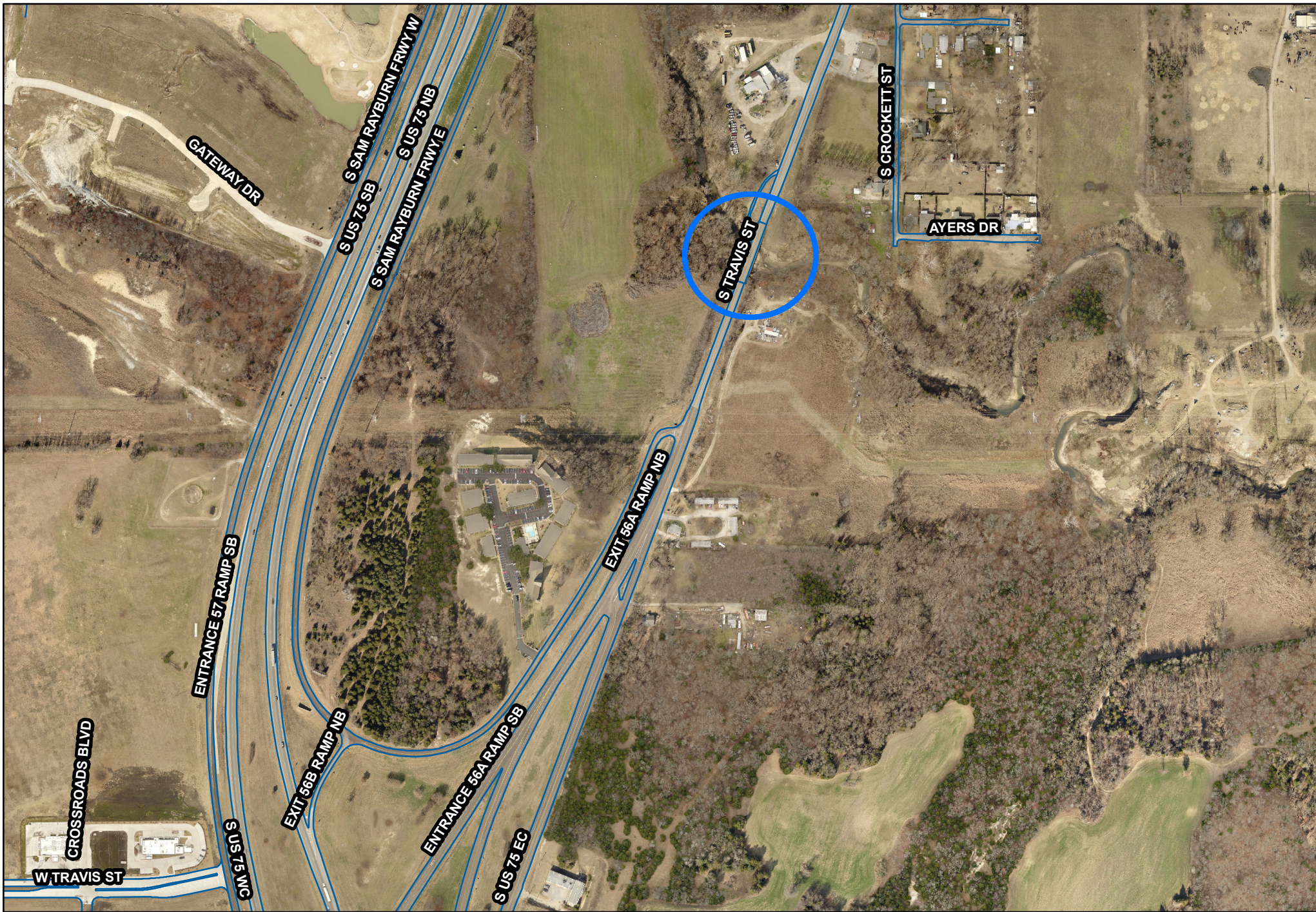
**This attachment not applicable for non-PWPs.

ATTACHMENT D ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	(1) \$375,000	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		(3) \$37,536
Construction	\$2,208,000	
Engineering and Contingency (E&C)	110,400	
The Sum of Construction and E&C	(2) \$2,318,400	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		(4) \$231,840
Amount of Advance Funds Paid by Local Government *		(5) \$0
Amount of Advance Funds to be Paid by Local Government *		(6) \$269,376
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) \$0
Total Project Direct Cost	(1+2) \$2,693,760	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown
 on Attachment C. (not applicable)





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C.6.

Meeting Date: 07/01/2019

Prepared By: Stephanie Welch

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6497

Authorizing Publication of the Proposed Final Statement/Action Plan for the Community Development Block Grant for Program Year 2019; Authorizing Submission of the Block Grant Application; Authorizing Execution of Certifications of Compliance in Connection with the Administration and Conduct of the Community Development Program for Program Year 2019

Issue:

Approval of the Program Year (PY) 2019 Community Development Block Grant Final Statement/Action Plan

Background:

Each year, the City of Sherman receives an entitlement grant (Community Development Block Grant) from the U.S. Department of Housing and Urban Development (HUD). We are required to prepare and submit an annual Action Plan, which is a description of the activities that will be undertaken during the coming year to address the needs of our low-to-moderate income and special needs citizens. This Action Plan is based on a five (5) year Consolidated Plan & Strategy developed by City staff and approved by the Sherman City Council. It serves as the City's long-term planning tool to address the identified needs of public housing, homelessness, and other non-housing community development needs and activities within the City of Sherman. For PY 2019, the City's focus for use of these funds will shift towards a more community-wide perspective, allocating the majority of the funds towards parks projects and substandard structure demolition.

Over the past five (5) years, the City of Sherman's history of allocations for the Community Development Block Grant is as follows:

- PY 2014 - \$301,322.00
- PY 2015 - \$317,392.00
- PY 2016 - \$315,681.00
- PY 2017 - \$334,954.00
- PY 2018 - \$368,334.00

Origination:

Stephanie Welch, Grants Coordinator

Financial Consideration:

The City of Sherman has been allocated \$358,317.00 in Community Development Block Grant funds from HUD to address our various community development needs for low-to-moderate income and special needs citizens during PY 2019.

Staff Recommendation:

It is staff recommendation that the Sherman City Council approve the resolution to adopt the PY 2019 Community Development Block Grant Final Statement/Action Plan as submitted.

Alternatives:

The Sherman City Council may change or re-appropriate these funds/allocations as they see fit.

Attachments

Resolution No. 6497

Memo from Stephanie Welch, Grants Coordinator

Attachment A - PY19 Final Statement/Action Plan

Attachment B - Certifications

RESOLUTION NO. 6497

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING PUBLICATION OF THE PROPOSED FINAL STATEMENT/ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR PROGRAM YEAR 2019; AUTHORIZING SUBMISSION OF THE BLOCK GRANT APPLICATION; AUTHORIZING EXECUTION OF CERTIFICATIONS OF COMPLIANCE IN CONNECTION WITH THE ADMINISTRATION AND CONDUCT OF THE COMMUNITY DEVELOPMENT PROGRAM FOR PROGRAM YEAR 2019; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, under the Housing and Community Development Act of 1974, as amended, the City of Sherman is eligible to receive an estimated Three Hundred Fifty-Eight Thousand Three Hundred Seventeen Dollars and No Cents (\$358,317.00) for program year 2019, to be expended on eligible activities primarily benefiting low/moderate income families and special need populations; and

WHEREAS, the Community Development Block Grant regulations require the opportunity for citizen participation in the development of the final statement and authorizing of the expenditure of such funds; and

WHEREAS, after proper notice was published in the Herald Democrat, a newspaper of general circulation in the City of Sherman, public hearings were held by said Community Development Staff to receive citizen participation and input on March 5, 2019, and July 1, 2019; and

WHEREAS, the City Council, after due consideration of the proposed Community Development Final Statement and of all matters raised at public meetings, is of the opinion that, unless public comment warrants revisions, said final statement should be submitted as the Community Development Application for the City of Sherman for the program year 2019 to the U.S. Department of Housing and Urban Development, in order to secure funding as provided herein;

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

SECTION 1. That the Community Development Final Statement, embodying those projects set forth on Attachment "A", attached hereto and made a part hereof for all purposes, is hereby approved and adopted as the Community Development Plan of the City of Sherman, Texas, for the program year 2019.

SECTION 2. That the City Council of the City of Sherman hereby certifies and assures the U.S. Department of Housing and Urban Development that development of this application for funds under the Housing and Community Development Act of 1974, as amended, and the

implementation of the Block Grant Program will be conducted in accordance with all applicable provisions of the "Assurances" as required.

SECTION 3. That the City Manager of the City of Sherman is hereby authorized to execute, on behalf of the City of Sherman, the "Certifications" set forth on Attachment "B", attached hereto and made a part hereof for all purposes. These Certifications concern compliance with certain guidelines, regulations, and policies in preparation of this application and in conducting the Community Development Program of the City of Sherman.

SECTION 4. That the City Manager of the City of Sherman is hereby authorized to submit, as the Chief Executive Officer of the City of Sherman, and on behalf of the City of Sherman, the Community Development Final Statement and a certified copy of this resolution and all attachments thereto to the U.S. Department of Housing and Urban Development, in application for funds available to the City of Sherman under the Housing and Community Development Act of 1974, as amended. Said application shall be made on forms required by the U.S. Department of Housing and Urban Development.

SECTION 5. That the City Manager of the City of Sherman is hereby authorized and designated to act as Chief Executive Officer in connection with this application, and is hereby authorized and directed to provide such additional information as may be required in connection with said application.

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

PASSED AND APPROVED on this the ____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**



memorandum

DATE: Thursday, June 20, 2019
TO: Robby Hefton, City Manager
FROM: Stephanie Welch, Grants Coordinator 
SUBJECT: PY 2019 Final Statement/Action Plan

The City of Sherman's Proposed Final Statement/Action Plan of Community Development Objectives with projected use of the funds for Program Year 2019 was published in the Herald Democrat on May 19, 2019. The required 30-day public comment period has concluded and no public comments were received on the Proposed Statement of Objectives.

Therefore, we are now ready to proceed with submitting this to the City Council in the form of a Resolution establishing the City of Sherman's PY 2019 Final Statement/Action Plan, with said comments in consideration.

I am requesting that you set this item for public hearing and present the Resolution for consideration and approval by our City Council at the regularly scheduled meeting on July 1, 2019.

During the interim, should you have any questions or desire additional information or clarification, please let me know.

Thank you.

**CITY OF SHERMAN, TEXAS
FINAL STATEMENT/ACTION PLAN OF
COMMUNITY DEVELOPMENT OBJECTIVES
AND PROJECTED USE OF FUNDS FOR PROGRAM YEAR 2019**

GRANT NO: B-19-MC-48-0027

The City of Sherman has received notice from the U.S. Department of Housing and Urban Development (HUD) that its entitlement grant for the Community Development Program (CDBG) for fiscal year 2019 is \$358,317.00. These funds will be received on October 1, 2019. Activities that directly benefit low and moderate-income persons will be available citywide. Other activities which have an area benefit will only be available in areas of the city which are populated by a majority of low and moderate-income persons. The City has met citizen participation requirements.

The City of Sherman's Consolidated Plan is a document which is required by the U.S. Department of Housing and Urban Development, and includes the following subjects: (1) Housing and Homeless Needs Assessment - A description of the jurisdiction's estimated housing needs for the ensuing five-year period; (2) Housing Market Analysis - A description of the significant characteristics of the jurisdiction's housing market, including supply, demand, condition and cost of housing and the housing stock and services available (i.e., public and assisted housing, homeless, elderly, frail elderly, persons with disabilities (mental/physical/developmental), persons with alcohol and other drug addictions, and persons with HIV/AIDS and related diseases; (3) Strategic Plan - A description of the five-year strategy and plan to address affordable housing, homelessness, other special needs and non-housing community development plan; and, (4) Action Plan - A description of the jurisdiction's one-year plan of activities to be undertaken during the coming year.

The overall goal of this community development planning and development program is to develop viable urban communities by providing suitable living environments and expanded economic opportunities, principally for low-moderate income persons and special need populations of the City of Sherman. Therefore, based on these objectives, the following use of funds is being proposed:

**COMMUNITY DEVELOPMENT PROGRAM ACTION PLAN
PROGRAM YEAR 2019**

DEMOLITION/CLEARANCE PROGRAM: \$100,000

A program to demolish vacant, substandard structures and clear property lots which pose a risk to health/safety of low-moderate income target neighborhoods.

PARK IMPROVEMENT: \$145,000

A program to fund projects in parks within low and moderate income target areas, and improve ADA accessibility in parks throughout the city of Sherman, promoting general health and wellness amongst the entire community. Focus will especially be to benefit those living in low-moderate income areas and those with disabilities.

PROGRAM ADMINISTRATION: \$ 69,317

The City proposes to use the Administration funds for personnel and support for all phases of the application process, environmental reviews, fair labor standard compliance, contract management, fair housing Grantee Performance Report, preparation of annual Action Plan, Performance Report associated with the City of Sherman Five-Year Consolidated Plan and Strategy, and the producing of the 10-year Fair Housing Study.

PUBLIC SERVICE ACTIVITIES:

SHERMAN HOUSING AUTHORITY: \$10,000

A program to address the problems of drug abuse and associated crime in public housing. Activities include increasing law enforcement services to stop the sell of illegal drugs in and around assisted housing, apprehend sellers of such drugs and an overall reduction of crime in the assisted housing area.

GRAYSON COUNTY CRISIS CENTER: \$ 8,000

A program of activities that will provide emergency assistance to homeless women and children of domestic violence, who at one time, resided within the city limits of Sherman.

GRAYSON COUNTY SHELTER, INC: \$6,000

A program of activities that will provide emergency assistance to homeless individuals and families, who at one time, resided within the city limits of Sherman.

CHILD & FAMILY GUIDANCE CENTER OF TEXOMA: \$7,000

A program to provide counseling services for family dysfunction, alcohol and substance abuse, domestic violence and sexual abuse for the low and moderate income Sherman residents.

BOYS & GIRLS CLUB OF SHERMAN, INC: \$6,000

A program to provide scholarships for the low and moderate income Sherman youth. Scholarship funding will provide the opportunity for low/moderate income youth to participate in organized activities that would not otherwise be able to participate.

FOUR RIVERS OUTREACH: \$3,500

A program that serves those who are overcoming their struggles with addiction by providing a men's residential 16-bed facility and a 12-month Life Renewal program. Recipients are ones, who at one time, resided within the city limits of Sherman.

CASA OF GRAYSON COUNTY: \$3,500

A volunteer advocate training program to educate new volunteers on process and procedures to advocate for foster children in Grayson County that have been abused or neglected.

TOTAL PROGRAM ALLOCATION: \$358,317

The City of Sherman seeks, through the following program objectives, to improve housing conditions, neighborhood appearance, employment opportunities, and the overall quality of life for low and moderate-income citizens. No activities will be undertaken which cause involuntary displacement of persons.

CITY OF SHERMAN COMMUNITY DEVELOPMENT OBJECTIVES

1. Encourage citizen participation and input to obtain maximum public involvement in program activities.
2. Promote the general health and wellness of all members of the community through improved parks & recreational facilities in the lower/moderate income target areas.
3. Improve the quality of life in lower/moderate income target areas with the removal of structures that create unsafe, unsanitary and hazardous situations for the public.
4. Promote drug elimination programs for low and moderate income assisted housing families/households.
5. Provide support for provision of emergency shelter/assistance to the homeless.
6. Assist in providing counseling services to youth and adults from low and moderate income families.
7. Assist in providing youth activities for children from low and moderate income families.
8. Provide support for provision of shelter/assistance to men in overcoming addiction.
9. Educate and train volunteers who advocate for abused and neglected children.

The Action Plan of Community Development Objectives and Projected Use of Funds for Program Year 2019 are available in the Finance Department of the City of Sherman. Any citizen or agency interested in commenting on this Final Statement of Objectives is invited to submit written comments c/o Stephanie Welch, Grants Coordinator, City of Sherman, P.O. Box 1106, Sherman, TX 75091-1106. Written comments must be received prior to 5:00 p.m. on Tuesday, August 6, 2019. A summary of comments received will be made a part of the summary of citizen participation of this Plan.

Attachment B

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

_____ Signature of Authorized Official	7/1/2019 _____ Date
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_____ City Manager Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2019 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

7/1/2019
Date

City Manager
Title



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.1.

Meeting Date: 07/01/2019

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

REQUEST TO ADVERTISE

Construction of Lamberth Road Drainage Improvements

Issue:

Requesting permission to advertise for bids the construction of Lamberth Road Drainage Improvements

Background:

This project will increase capacity of the east fork crossing of Post Oak Creek to handle a one hundred-year event. Currently the road has flooding issues and would be overtopped in a ten-year event. The existing 10' diameter culvert is being replaced with four 12' x 12' box culverts; and the road in that area is being raised four feet. This project will also replace the asphalt street with 1,100 linear feet of concrete between U.S. Highway 75 and North Travis Street.

Origination:

Engineering Department

Financial Consideration:

This project will cost approximately \$1.7 million and is funded through the Stormwater Utility Fund Program. The cost of advertising is expected to be less than \$200.00.

Staff Recommendation:

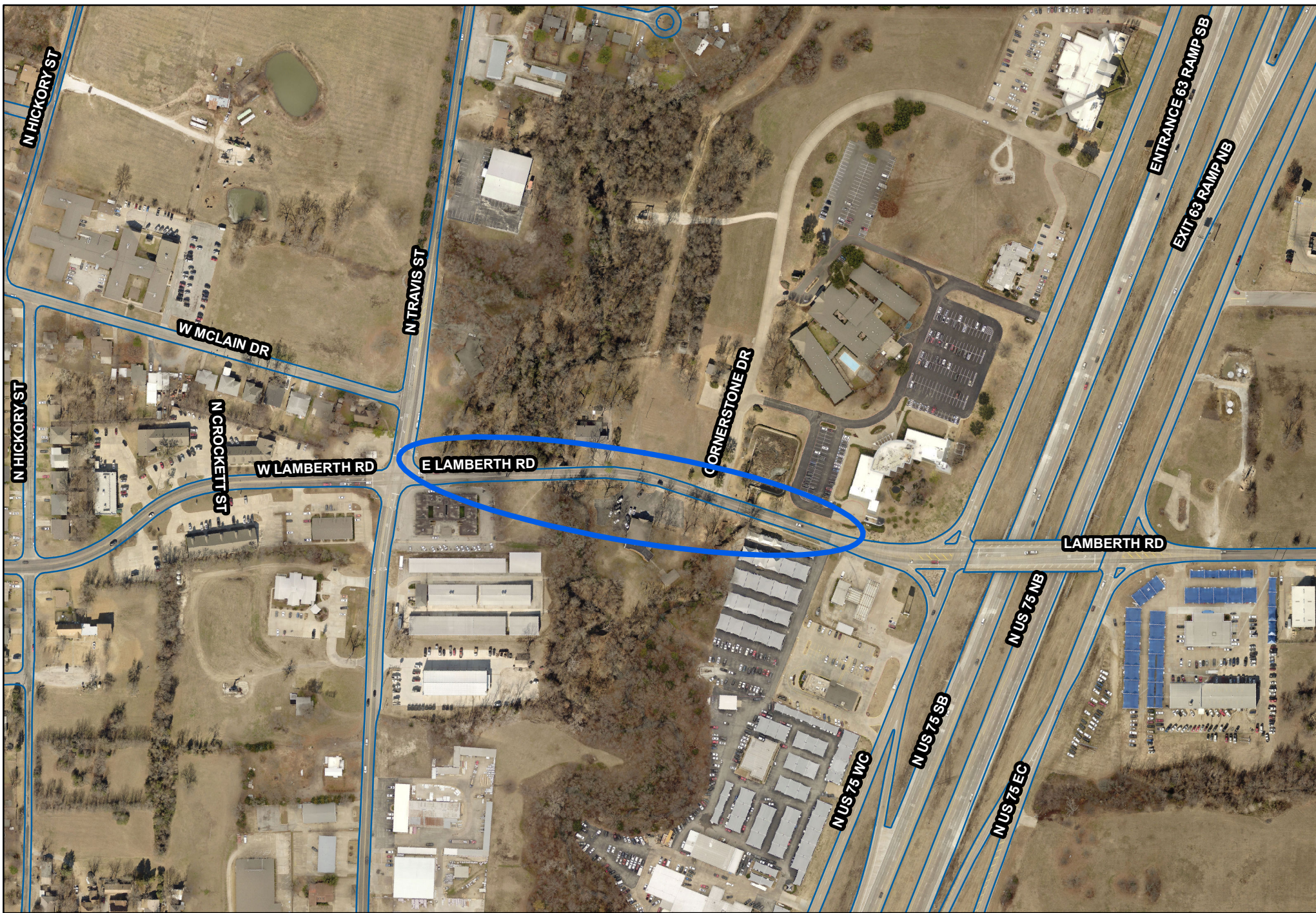
It is recommended that the City Council authorize the staff to advertise the project for bid.

Alternatives:

As may be directed by the City Council

Attachments

Aerial Location Map





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D.2.

Meeting Date: 07/01/2019

Prepared By: Stephanie Welch

Approved By: Robby Hefton, City Manager

Caption:

REQUEST TO ADVERTISE

Construction of an ADA Compliant Access Ramp at Lucy Kidd-Key Park/Auditorium

Issue:

Approval of a request to advertise for proposals for a project to construct an ADA compliant access ramp at Lucy Kidd-Key Park/Auditorium

Background:

At the June 4, 2018 meeting, the City Council approved the 2018 Consolidated One-Year Action Plan for the Community Development Block Grant. One of the projects for Park Improvements was the Lucy Kidd-Key Park/Auditorium Improvement to construct an ADA compliant access ramp.

Origination:

Department of Finance - Block Grant

Financial Consideration:

This project for Lucy Kidd-Key Park/Auditorium improvements, estimated at \$55,000.00, will qualify for funding through the Community Development Block Grant and will not require matching funds. Advertising costs are estimated to be about \$200.00.

Staff Recommendation:

Staff recommends the City Council approve advertising related to the public request for proposals for the construction of an ADA compliant access ramp at the Lucy Kidd-Key Park/Auditorium.

Alternatives:

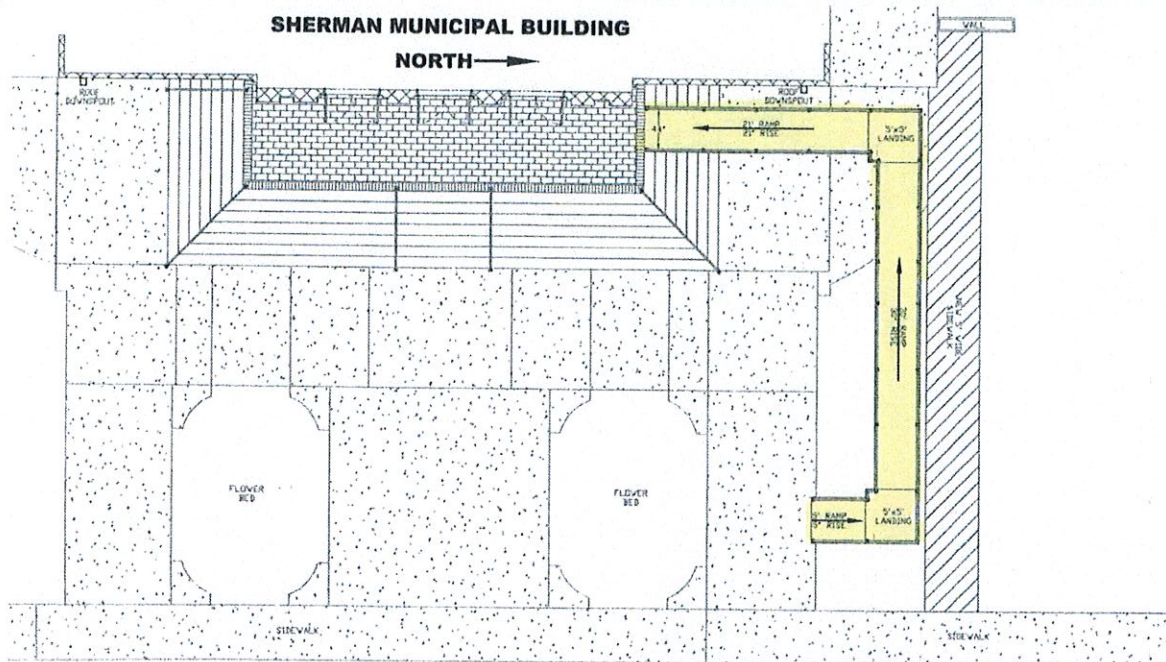
As may be directed by the City Council

Attachments

Site Map - ADA Compliant Access Ramp at Lucy Kidd-Key Park/Auditorium

SHERMAN MUNICIPAL BUILDING

NORTH →



- EXISTING CONCRETE
- NEW CONCRETE SIDEWALK
- SAFETY RAILING

① GENERAL CONSTRUCTION PLAN

- General Notes
1. RAMP MUST BE 5'-0" WIDE TO ACCOMMODATE RAILING AND STILL MAINTAIN 44" MINIMUM ADA COMPLIANT WIDTH
 2. ALL RAMP AND LANDINGS ARE TO BE CONCRETE WITH STEEL REINFORCEMENT
 3. THE TOTAL HEIGHT FOR THE RAMP FROM GROUND LEVEL IS APPROX 55'-0" SUBJECT TO FIELD VERIFICATION
 4. A NEW 5' WIDE SIDEWALK WILL NEED TO BE FURNISHED TO ALLOW FREE ACCESS TO THE NORTH SIDE ENTRANCE AND STEPS

No. Remarks/Notes Date

ADA COMPLIANT HANDICAP ACCESS RAMP CONSTRUCTION PLAN

Project Name and Address
Date
Scale



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.1.

Meeting Date: 07/01/2019

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Scheduling a Joint Meeting of the City Council and the Sherman Economic Development Corporation Board of Directors for 12:00 p.m. on Tuesday, September 10, 2019, to Review and Approve SEDCO's Annual Budget and Work Plan

Issue:

To consider scheduling a joint meeting of the City Council and the Sherman Economic Development Corporation (SEDCO) Board of Directors for 12:00 p.m. on Tuesday, September 10, 2019, to review and approve SEDCO's annual budget and work plan

Background:

The SEDCO Bylaws require an annual meeting of their Board of Directors with the City Council. Topics for consideration are (1) SEDCO's annual budget and (2) SEDCO's work plan for the upcoming 2019-2020 fiscal year.

Origination:

SEDCO Board Chairman Brad Douglass
City Manager Robby Hefton

Financial Consideration:

Annual budget for SEDCO after review and consideration by the City Council

Staff Recommendation:

It is recommended that the City Council schedule a joint meeting with the SEDCO Board of Directors for 12:00 p.m. on Tuesday, September 10th in the City Council Chambers.

Alternatives:

An alternate date, if needed, is Thursday, September 12th.

Attachments

SEDCO's Joint Meeting Request dated June 17, 2019



June 17, 2019

Mr. David Plyler
Mayor, City of Sherman
220 W. Mulberry St.
Sherman, Texas 75090

Dear Mayor Plyler:

The Bylaws of the Sherman Economic Development Corporation (SEDCO) require the organization to present an annual program of work and budget to the Sherman City Council.

Sherman Economic Development Corporation requests a joint meeting of the SEDCO Board of Directors and Sherman City Council to be held at 12:00 p.m. on either Tuesday, September 10th or Thursday, September 12th at Sherman City Hall.

At the meeting, SEDCO will present the results of the 2018-2019 Program of Work, the proposed 2019-2020 Program of Work and the proposed budget for 2019-2020.

Thank you for your consideration of this request.

Best Regards,

Kent Sharp
SEDCO President



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E.2.

Meeting Date: 07/01/2019

Prepared By: Danny Jones, Fire Chief

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Request of Sherman Fire-Rescue Services to Authorize a Business Relationship with Sherman Fire Fighter Dalton Griffin d/b/a Griffin Doors as required by Article X, Section 1(c)(1) of the Sherman City Charter

Issue:

To consider authorizing a business relationship with a Sherman Fire Fighter

Background:

Sherman Fire-Rescue Services has had difficulty finding responsive local vendors to service the overhead doors at the five fire stations located throughout the city. The Fire Department seeks to have a vendor that can be called on nights and weekends and will respond in a timely manner. Sherman Fire Fighter Dalton Griffin has his own business named Griffin Doors and is able to provide this service for the five fire stations and to the other City facilities, as needed. In order for an employee to be able to provide goods or services to the City, Pursuant to Article X, Section 1(c)(1) of the Sherman City Charter (as shown below), this action must be approved by the City Council, by motion and order.

Section 1. Personal financial interests.

- (a) In this section, a “substantial business interest” exists if a “substantial interest in business entity” exists for purposes of Section 171.002 of the Texas Local Government Code, as amended.
- (b) No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies, or service where such financial interest is prohibited by state law.
- (c) Restrictions relating to city business. An officer or employee may not, while in the service or employment of the city, either individually or as the officer or principal of a business entity:
- (1) Enter into any business relationship with the city in which the officer or employee has a substantial business interest and where the monetary amount of such relationship is in excess of five hundred dollars (\$500.00), whether or not the relationship is required by state law to be

competitively bid, unless such relationship is authorized in advance by a majority vote of the council present and voting, and duly recorded.

(2) Exceptions. This restriction does not apply:

(A) To a member of:

(1) A board that functions only in an advisory or study capacity and that does not have the power to make findings as to the rights of specific parties; or

(2) A board of a nonprofit development corporation that acts as an instrumentality of the city;

(B) To any transactions by the officer or employee related to their official duties for the city or any reimbursements received by the officer or employee as a result of their official duties for the city.

(d) Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his or her office or position. Any violation of this section, with the knowledge, express or implied, of the person or corporation contracting with the city, shall render the contract involved voidable by the city manager or the council.

Origination:

Chief Danny Jones, Sherman Fire-Rescue Services

City Attorney Brandon Shelby

Financial Consideration:

There is no financial impact to approving this agenda item.

Staff Recommendation:

The staff recommends the City Council approve, by motion and order, a business relationship with Sherman Fire Fighter Dalton Griffin.

Alternatives:

The Council could not approve this business relationship.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 07/01/2019

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2019 Council Calendar

2019

JANUARY						
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1/21/2019	Martin Luther King, Jr. Day/ Called City Council Meeting on 1/22/2019
2/27/2019	Called Council Meeting - Training Session for Council Members
4/26/2019	Called Budget Planning Meeting in Council Chambers
6/13/2019	Called Budget Workshop at Schulman's MBG in Sherman
6/14/2019	Called Budget Workshop at Schulman's MBG in Sherman - Cancelled
9/2/2019	Labor Day/ Called City Council Meeting on 09/03/2019

[illegible]