CITY OF SHERMAN
CITY COUNCIL CALLED MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
FRIDAY, JUNE 9, 2023
11:00 A.M.

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

A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER SHAWN TEAMANN

A. 3. INVOCATION BY COUNCIL MEMBER SHAWN TEAMANN

A. 4. APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING OF APRIL 20, 2023, (BUDGET PLANNING MEETING); THE REGULAR CITY COUNCIL MEETING OF MAY 15, 2023; THE CALLED CITY COUNCIL MEETING OF MAY 25, 2023, (CIP UPDATE); AND THE CALLED MEETING OF MAY 25, 2023, (MAIN STREET WALKING TOUR)

Citizen Comments

B. 1. CITIZEN COMMENTS
During this meeting, the City Council welcomes public comment **only** on agenda items listed under the Open Meeting portion of the agenda, in accordance with Texas Government Code Section 551.007. For items not listed on the agenda, those matters may be discussed with City staff during regular business hours, or with the Mayor or any Council member by contacting them at times other than at City Council meetings.

Consent Agenda

C. 1. CONSENT AGENDA
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

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

Public Hearing

D. 1. PUBLIC HEARING
Final Statement/Action Plan for Program Year 2023 Community Development Block Grant

D. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6598
Renewing the Designation of the Residential Reinvestment Zone, Number Ten (#10), City of Sherman, Texas, for the Purpose of Residential Tax Abatement and Raise the Eligibility Cap of the Residential Tax Abatement for the Residential Reinvestment Zone, Number Ten (#10), City of Sherman, Texas from $100,000.00 to $150,000.00; Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Close Public Hearing and Consider Adoption of Ordinances

D. 3. **ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Numbers 6598

Resolutions

E. 1. **RESOLUTION NO. 7080**
Determining a Public Necessity to Acquire by Eminent Domain Certain Property Interests for Public Use, Including Permanent Water Easement and Temporary Construction Easements for the Construction, Expansion, Access, Repair and Maintenance of Public Water and Other Utility Improvements Consisting of Two Tracts of Land Comprising +/- 0.745 acres (Permanent Water Easement) and a +/- 0.827 acres for a Temporary Construction Easement owned by Meadowlake10 Investments LLC Recorded Under Document No. 202200007640 of the Official Public Records of Grayson County, Texas, Within the George R. Reeves Survey, Abstract No. 1020, Grayson County, Texas, as Deemed Necessary by the City Manager or His Designee; Giving Notice of an Official Determination to Acquire the Permanent Water Easement and Temporary Construction Easement for Public Use by Eminent Domain for Such Uses; Authorizing the City Manager of the City of Sherman, Texas, to Establish Procedures for Acquiring the Easements, Offering to Acquire the Easements, Voluntarily, from the Landowner Through the Making of Bona Fide Offers; Appropriating Funds; Providing for Repealing, Savings and Severability Clauses; and Providing for an Effective Date

E. 2. **RESOLUTION NO. 7081**
Determining a Public Necessity to Acquire by Eminent Domain Certain Property Interests for Public Use, Including Permanent Water Easement and Temporary Construction Easements for the Construction, Expansion, Access, Repair and Maintenance of Public Water and Other Utility Improvements Consisting of Two Tracts of Land Comprising +/- 1.369 acres (Permanent Water Easement) and a +/- 1.521 acres for a Temporary Construction Easement owned by Wenbao Wong and Linghua Kong Recorded Under Document No. 202100017914 of the Official Public Records of Grayson County, Texas, Within the George R. Reeves Survey, Abstract No. 1020, Grayson County, Texas, as Deemed Necessary by the City Manager or His Designee; Giving Notice of an Official Determination to Acquire the Permanent Water Easement and Temporary Construction Easement for Public Use by Eminent Domain for Such Uses; Authorizing the City Manager of the City of Sherman, Texas, to Establish Procedures for Acquiring the Easements, Offering to Acquire the Easements, Voluntarily, from the Landowner Through the Making of Bona Fide Offers; Appropriating Funds; Providing for Repealing, Savings and Severability Clauses; and Providing for an Effective Date

E. 3. **RESOLUTION NO. 7082**
Determining a Public Necessity to Acquire by Eminent Domain Certain Property Interests for Public Use, Including Permanent Water Easement and Temporary Construction Easements for the Construction, Expansion, Access, Repair and Maintenance of Public Water and Other Utility Improvements Consisting of Two Tracts of Land Comprising +/- 1.913 acres (Permanent Water Easement) and a +/- 1.710 acres for a Temporary Construction Easement owned by Case Road LLC Recorded Under Document No. 202100003861 of the Official Public Records of Grayson County, Texas, Within the Elijah N. Deaver Survey, Abstract No. 358, Grayson County, Texas, as Deemed Necessary by the City Manager or His Designee; Giving Notice of an Official Determination to Acquire the Permanent Water Easement and Temporary Construction Easement for Public Use by Eminent Domain for Such Uses; Authorizing the City Manager of the City of Sherman, Texas, to Establish Procedures for Acquiring the Easements, Offering to Acquire the Easements, Voluntarily, from the Landowner Through the Making of Bona Fide Offers; Appropriating Funds; Providing for Repealing, Savings and Severability Clauses; and Providing for an Effective Date

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

E. 4. **RESOLUTION NO. 7083**
Authorizing Publication of the Proposed Final Statement/Action Plan for the Community Development Block Grant for Program Year 2023; 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 2023.

E. 5. **RESOLUTION NO. 7084**
Awarding a Bid to and Authorizing Execution of a Contract with Lynn Vessels Construction, LLC Based on an Invitation to Bid for the Hickory Hill Offsite Water and Sanitary Sewer Improvements

E. 6. **RESOLUTION NO. 7085**
Declaring the City of Sherman's Eligibility and Intention to Participate in a Residential Tax Abatement Program to Promote Development/Redevelopment in Certain Areas of the City; Establishing Guidelines and Criteria

E. 7. **RESOLUTION NO. 7086**
Authorizing Execution of a Professional Services Agreement with Halff Associates, Inc. for the Update of the City of Sherman's Subdivision Ordinance and to Create a Development Process Guide

E. 8. **** RESOLUTION NO. 7087***
Authorizing the Execution of a Professional Services Agreement with Huitt-Zollars, Inc. for the Design of Trail Lighting and Restrooms at Pecan Grove East Park.

E. 9. **** RESOLUTION NO. 7088***
Authorizing the Execution of a Contract with Hunter Knepshield of Texas, Inc. for the Purchase and Installation of a Shelter at the Westhill Cemetery through the Buyboard Purchasing Cooperative

E. 10. **** RESOLUTION NO. 7089***
Authorizing the Purchase of Traffic Control Equipment for the Crosswalk at E. Brockett from Consolidated Traffic Controls, Inc. through H-GAC.

E. 11. **** RESOLUTION NO. 7090***
Authorizing the Purchase of Traffic Control Equipment for the Crosswalk at N. Grand Ave. from Consolidated Traffic Controls, Inc. through H-GAC.

Requests to Advertise

F. 1. **** REQUEST TO ADVERTISE***
Request to Advertise for a New Life and Disability Benefits Insured Carrier for the City of Sherman

F. 2. **** REQUEST TO ADVERTISE***
Purchase of Two New Vehicles for the Sherman Police Department

Change Orders

G. 1. **CHANGE ORDER NO. 2**
Moore Street From West Travis Street To Heritage Parkway Project; Lynn Vessels Construction, LLC.; $114,650.89 Increase

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

Other Business

H. 1. **OTHER BUSINESS**

Consider Cancelation of the June 19, 2023 Regular City Council Meeting and Add Called City Council Meeting on Monday, June 26, 2023

H. 2. ***** OTHER BUSINESS***

Final Plat of Sherman Crossroads Commercial Addition, consisting of 1.00 acre in the Preston Kitchen Survey, Abstract No. 667, and is currently located in the Blalock Industrial Park/Blalock Commercial Overlay District/PD (Planned Development); William Harkinson, Sherman Crossroads, LTD, Owner, Quiddity, Land Surveyor (3600 Block Crossroads Boulevard)

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

Replat of Sherman Crossroads, Phase IV, Lots 28, 29, 30, & 31, Block 2, consisting of 5.65 acres in the Preston Kitchen Survey, Abstract No. 667, and being Lot 6R, Block 2, of Sherman Crossroads, Phase II, and is currently zoned PD (Planned Development)/ Blalock Industrial Park/Blalock Commercial Overlay District; Sherman Crossroads, LTD, Owner; and A&W Surveyors, Surveyor (3320-3550 Block Crossroads Boulevard)

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

Final Plat of 1411 East Chaffin Addition, consisting of 0.273 acres in the G.B. Pilant Survey, Abstract No. 963, and is currently zoned R-6 (Single Family Residential) District; James and Leah Harrison, Owner and Preston Trail Land Surveying, Surveyor (1411 East Chaffin Street)

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

Public Hearing and Replat of Montano Addition, consisting of 0.173 acres, being a part of Lot 3 and Lot 4, Block 5 of the Epsteins Addition, and is currently zoned R-6 (Single Family Residential) District; Javier Montano, JDM Builderz, LLC, Owner and Caleb Jones, Underwood Drafting & Surveying, Inc., Surveyor (921 South Willow Street)

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

Replat of Lot 14 Parkview Addition, being a replat of Lot 14 and the adjacent 15' alley, in the Parkview Addition, consisting of 0.311 acres, being a part of the J.B. McAnair Survey, Abstract No. 763, and is currently zoned R-6 (Single Family Residential) District; David Baca and Luis Hernandez, Owners and Copley Land Surveying, Surveyor (211 and 215 North Ricketts Street)

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

Final Plat of Concord Village Addition, consisting of 3.648 acres in the J.B. McAnair Survey, Abstract No. 763; Ray Jean Hankey, Trustee, Owner; Underwood Drafting & Surveying, Surveyor (820 North Sam Rayburn Freeway)

I. **COUNCIL COMMENTS**

Executive Session

J. 1. **EXECUTIVE SESSION**

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

Tex. Gov't Code § 551.071	Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act. (a) Receive legal advice regarding the possible expansion of the Grayson County Jail
Tex. Gov't Code § 551.072	Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.
Tex. Gov't Code § 551.073	Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.
Tex. Gov't Code § 551.074	Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.
Tex. Gov't Code § 551.076	Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.
Tex. Gov't Code § 551.087	Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect. (a) Hospital Project (b) Downtown Incentives
Tex. Gov't Code § 551.089	Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

The Council reconvenes into General Session

K. 1. OPEN MEETING

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

L. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Called 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 6, 2023 at 10:00 a.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 6th day of June 2023.
City of Sherman, Texas

_____
City Clerk

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time.

All agenda items are subject to final action by the City Council.

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

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

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

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

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

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SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Called Meeting **A. 4.**

Meeting Date: 06/09/2023

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING OF APRIL 20, 2023, (BUDGET PLANNING MEETING); THE REGULAR CITY COUNCIL MEETING OF MAY 15, 2023; THE CALLED CITY COUNCIL MEETING OF MAY 25, 2023, (CIP UPDATE); AND THE CALLED MEETING OF MAY 25, 2023, (MAIN STREET WALKING TOUR)

Attachments

April 20, 2023 - Called Mtg - Budget Planning Meeting
Budget Planning Meeting - Slides
May 15, 2023
May 25, 2023 - Called Mtg - CIP Update
CIP Update
May 25, 2023 - Called Mtg - Main Street Walking Tour

STATE OF TEXAS §

April 20, 2023

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Called Meeting of the Sherman City Council was begun and held in the City Council Chambers on April 20, 2023.

COUNCIL MEMBERS PRESENT: Mayor David Plyler; Deputy Mayor Josh Stevenson. Council Members Dobbs, Holland, Howeth, Marroquin, Teamann.

COUNCIL MEMBERS ABSENT: None.

CITY STAFF PRESENT: Robby Hefton, City Manager; Terrence Steele, Assistant City Manager; Clint Philpott, Assistant City Manager; Zach Flores, Executive Director of Public Safety; Ryan Pittman, Attorney, Abernathy, Roeder, Boyd, Hullett; Rob Rae, Director of Development Services; Wayne Lee, Director of Engineering; Mary Lawrence, Director of Finance; Billy Hartsfield, Fire Chief; Jason Jeffcoat, Police Chief; Jana Walker, Controller; Tom Pruitt, Utility Engineer; Nathan Whiddon, Wastewater Superintendent; Shawn Hackworth, IT Manager; Eric Sandberg, Assistant Public Works Manager; Leah Campbell, Human Resources/OD Administrator; Nate Strauch, Community and Support Services Manager; Theresa Hutchinson, Parks and Recreation Manager; Kevin Winkler, Public Works Manager; Tasheena Taylor, Administrative Assistant; Moises Duran, Emergency Management Coordinator; Melissa Eason, Library Services Administrator; Chuck Carlisle, Facilities Manager; Larry Bollier, Building Official/Chief Plans Examiner; Dylan Johnson, Parks and Recreation; Tracy Roberts, Utility Billing and Field Services Manager; Mike Roe, Facilities Foreman; Junior Jaimes, Help Desk Supervisor; Teri Fine, Assistant to the City Manager; Linda Ashby, City Clerk.

PURPOSE:

Call to Order, Quorum Determined, Meeting Declared Open

Pledge of Allegiance and Invocation by Council Member Pam Howeth

Citizen Comments

Financial Update and Council Input for 2023-2024 Budget Year

Council Comments

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

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

TEX. GOV'T CODE § 551.072 --
Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

TEX. GOV'T CODE § 551.073 –
Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

TEX. GOV'T CODE § 551.074 –
Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing

TEX. GOV'T CODE § 551.076 –
Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit

TEX. GOV'T CODE § 551.087 –
Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect

TEX. GOV'T CODE § 551.089 –
Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices

Open Meeting

Adjournment

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN
Mayor Plyler called the meeting to order at 11:11 a.m., declared a quorum present, and opened the Called City Council Meeting.

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCIL MEMBER PAM HOWETH

CITIZEN COMMENTS

There were no citizen's comments.

INFORMATION UPDATE - INSPECTION OF BACKFLOW DEVICES

Robby Hefton, City Manager, asked Rob Rae, Director of Development Services, to report on the backflow prevention device issue, that was recently discussed. Mr. Rae addressed letters that Council Members have been receiving from citizens about a company, BSI, that tracks backflow devices throughout the City.

He explained that the Texas Commission on Environmental Quality has required cities to inspect the backflow devices. Sherman has not been enforcing this on the residential side, only on the commercial devices. In residential areas, the backflow devices are required on irrigation systems, to prevent cross contamination of the water system. The device is required to be inspected once a year, by TCEQ requirements.

Mr. Rae said citizens are receiving letters to schedule the inspection with the backflow contractor. The cost of the inspection will be between $65 and $200, with the higher end being for a commercial device. If the devices are not inspected annually, the City could be penalized by TCEQ for not enforcing the requirement. Mr. Rae confirmed that backflow devices are registered with the State, so they are aware as to who has them.

Mr. Rae said, if a commercial property does not have the device inspected as required, their water can be disconnected, but that would not be done for residential customers. A residential customer would be in violation of the Code of Ordinances, and they could be fined through that mechanism. TCEQ will monitor the inspections and if they are not done annually, they will follow-up, and the City will be fined for not enforcing the requirement.

Clint Philpott, Assistant City Manager, said TCEQ did an audit this year of Sherman's backflow devices and sent notice of all violations for non-inspections. They will then follow-up to make sure the City is enforcing that requirement and to be sure those inspections have been completed. If compliance has not been met, they will fine the City. Mr. Hefton said if the City is fined, it will be passed on to the citizens and the City will be enforcing the inspections themselves.

Mr. Philpott added that TCEQ has performed audits on several City facilities including the stormwater issues, Water Plant, Wastewater Plant, and Solid Waste, so Sherman is getting audits on all the programs to make sure they are in compliance.

Council Members discussed possibilities for the annual inspections, including hiring someone to do all the inspections, removing the sprinkler systems, or adding the cost of inspection to the water bill instead of citizens paying the annual inspection fee.

FINANCIAL UPDATE AND COUNCIL INPUT FOR 2023-2024 BUDGET YEAR

Mr. Hefton presented the Work Plan Update of projects that were in the plan for FY 2023. He outlined the status of each project. There will also be a Capital Improvement Program Meeting in May 2023 to update the Council on the status of those projects.

The City has been delayed on the Street (CO Bond) program, which involves hiring an actual crew for the program. He discussed the problems they have had in hiring a crew, and said it could be outsourced, which would cost more money.

Another delay is for the fleet and equipment purchases. Some have been completed and some have been ordered. However, there are very long lead times on the purchases.

He referenced the downtown focus, especially the item on retail, restaurant, saying a lot of effort has been spent on the jail issue. He said they will address the downtown focus for next year a little later in the meeting.

It was decided at a later meeting to postpone the Commercial Solid Waste rate adjustment that was originally planned for this fiscal year.

Mr. Hefton also addressed the list of major General CIP projects, and updated the Council on the status. Rate adjustments have been implemented in the General and Utility Fund, as needed.

Mary Lawrence, Director of Finance, provided the Financial Update Summary on operations. For FY 2022, the General Fund ended $1.2 million above FY 2021, due to sales tax, which increased about 13% over the previous year, and was 11% over budget. She said they were seeing a similar trend this year. That left a "healthy reserve" of 108 days at the end of 2022. Ms. Lawrence said for FY 2023, sales tax is up about 20% for the year. About two-thirds of that amount is due to Texas Instruments, which is a one-time revenue.

The Utility Fund ending balance, is due to two pretty dry summers, which increased the water revenues. The good performance in the Solid Waste Fund is attributed to Commercial Solid Waste. With projected fund balances, the staff expects 96 days in reserves for the General Fund, 74 days in the Utility Fund, and 71 days in the Solid Waste Fund.

Ms. Lawrence covered several specific line items in the various funds. She also discussed transfers in and out of funds, including the Tax Increment Reinvestment Zone around Town Center. They have accumulated enough money to pay off the remaining couple of years of debt.

She showed the new value and growth in the existing property. About 75% or 80% of the increase in value is from the existing property and the growth in existing property. She also discussed the components of property tax rates, which are the debt rate and the maintenance and operation rate (M&O). Compared to other similarly sized cities, Sherman has a very low tax rate, and the proposed tax rate is also very low in comparison.

Ms. Lawrence discussed the various tax rate management rates in Texas, and how they are figured to determine a City's tax rate. Mr. Hefton said the "no new revenue rate" was previously the "effective rate" and is the tax rate that would be necessary to collect the same amount of money next year, as is being collected this year. She then outlined the actual rates for Sherman that applied to the specific rates, to determine what the new tax rate would be. Mr. Hefton discussed the changes in the tax rate and debt service for the next five years, as sales tax and debt fluctuate, and with the projects at Texas Instruments and GlobalWafers. They also discussed sales tax, both projections and history.

Ms. Lawrence outlined the financial activity for the Utility Fund. She said they expect "some pressure" with the repair and maintenance line item. There have been a lot of well repairs lately, some under the emergency designation. She said there have also been problems procuring equipment in all the funds, especially procuring them at the prices that were originally budgeted. Thus, there are inflationary pressures with fleet, fuel, and maintenance of the vehicles.

She also showed the water and sewer revenues and the increase for FY 2022 and FY 2023, which was partially due to the rate increase, but mostly because it was a very dry summer.

The increase in revenues for the Solid Waste Fund is mostly due to Commercial Solid Waste, which also increases "services and charges." She said on the May 1, 2023 City Council Agenda, there will be a request for the purchase of two frontline trucks. They have not been able to keep five trucks

running and need to replace some of the fleet. The trucks will probably not be received until November 2023.

Ms. Lawrence presented the Group Health Insurance Fund Claims History. The projected for FY 2023 is higher than what was budgeted. On January 1, 2023, the City changed the third-party administrator, that processes the claims. The claims started increasing at the end of the year, by a large amount. It appeared that the claims that should have been spread over several months, were instead processed in only two or three months. The staff is still monitoring the situation, but doesn't feel that it is a trend. There is a negative ending fund balance projected, so Ms. Lawrence said the staff felt they would have to put some money into the fund. This transfer in will come from the funds that utilize the employee insurance.

Long-Term Planning Discussion -- CIP, Bonding Capacity and Debt Update

Mr. Hefton said, for the future, the Council should consider the "massive amount" of capital projects over the next three to four years, that are creating extreme pressure on the General Fund and the Utility Fund, especially through 2030. The pressure from the upcoming debt service, which starts before the revenue comes on line, will be both on the General Fund and the Utility Fund.

He asked if the tax rate would be sufficient for the debt service in the General Fund, and can the timing of some of the projects be delayed. Also, are there some management or timing of projects that can be done in the Utility Fund to ease the impact, and what can be done with the rates to help.

Mr. Hefton presented a list of the General Improvement Fund CIP projects, which are "tax backed" projects. Even though there are a lot of projects, a more detailed discussion will be held in May 2023, prior to the Budget Work Session. He said the budget on the projects is nearly $90 million, and they are making some progress on some of the projects.

As it stands today, for tax supported debt, if no more is issued, it is about $97 million in outstanding principal. He also presented a summary of how those bond proceeds were used. There is a proposed 2023 public works bond issue that will be proposed. The cost for streets, alone, is about $40 million. He said $30 million has been earmarked for the new City Hall portion only, not the entire campus. A more thorough discussion on the proposed City Hall will be held at a later date. He mentioned possibly doing more with individual parks, instead of a new Recreation Center.

Mr. Hefton said the Street Sales Tax will also be up for renewal in 2024, for another four years. It will be included in the November 2023 Election, and is one-eighth of one cent. He addressed the volatility of Sales Tax revenue, Sales Tax for Streets revenue, and Property Tax revenue. He discussed how much debt the City could afford to issue for projects, under various assumptions. He also discussed possible projects for the debt, some of which are already committed. These projects included streets, parks, and facility projects.

Mr. Hefton presented other challenges, that are related to the issuance of debt. In the past, the City could use Certificates of Obligation, or General Obligation Bonds, which must have voter approval. Historically, the City does Certificates of Obligation.

The State is proposing to do away with all types of Certificates of Obligation bonds, except for certain things and in limited situations. The City has been told, this law will probably pass at the State level. If it does, it would become effective on September 1, 2023, and there could be a "mad-dash" by cities, which would drive the rates up. He asked if the Council would like to consider a CO bond issue earlier to beat the rush.

Mr. Hefton discussed Greater Texoma Utility Authority Contractual Debt that is currently outstanding. There is currently $280 million in outstanding Utility debt. The City doesn't have control over utility

revenues, how much someone actually uses, but they do have control over the rates. He presented a list of projects, but said the staff is working daily on the timing of the projects. One of the main needs is for an Industrial Sewer Treatment Plant. The current plant is a biological plant, that depends on bacteria, and the new type of waste that would be sent to the plant would kill the bacteria. The new Industrial Plant is needed, it's just a question of when it will be needed. There is also a question as to when the upgrades need to be done to the existing plant.

Mr. Hefton said the City currently doesn't have the revenues to support all of this. He asked the Council to consider pursuing a different rate structure on the water and sewer rates. He presented the current water rate model, that has been used for many years. It consists of a base charge and a volume charge. The base charge is fixed, depending on the meter size, and the volume charge is set whether you use one gallon or 10 million gallons, at today's rate of $3.58 for each 1,000 gallons. The sewer rate also has a base rate and a volume rate per gallon.

He presented a graduated rate that some other cities use, including the City of Richardson. They have a lower base rate than Sherman currently has, but they have a higher volume charge that is graduated on the volume of water used. This method applies the rates to the users that are driving the need for these projects. Basically, the need for the water and wastewater treatment expansions are not driven by the residential housing units, but by large commercial or industrial users. He asked that the staff pursue a similar plan to present for Council consideration at the Budget Work Shop. They will ask Wildan to come up with a new structure, based on assumptions of what the cost will be, especially the capital costs.

Mr. Hefton said, currently about 93% of the utility accounts in Sherman are single-family residential type accounts. Only 7% are above the 10,000-gallon range. Only one-third of 1% are over the 300,000-gallon range. Above that are industries, apartment complexes, or very large commercial businesses. The 52 customers that fall into the one-third of 1% customers, generate about half of Sherman's revenues.

Other things that the staff is doing to help manage the debt service includes capitalized interest; accumulating reserves; timing of debt issuances; separating debt issuances; utility rate structure changes; and the use of other revenues, such as impact fees, SEDCO, and the transfer between funds.

Mr. Hefton reiterated the challenges for the FY 2026 through FY 2029 Budgets. In the General Fund, paid by property taxes, the challenges include debt service, accumulating higher reserves, and adopting prior year rates. Significant challenges for the Utility Fund are $500 million to $700 million in projects in the next three years, and revenues coming on after the debt service starts, especially causing problems in FY 2026 through FY 2029.

He presented the FY 2024 Work Plan for both operations and CIP in the General Fund, Utility Fund, and Solid Waste Fund. Besides the items already discussed, Mr. Hefton did not expect a rate change in the solid waste rates. The staff will also review market adjustments and a cost of living increase for employees. Very few positions will be added for FY 2024, and they will focus on the Police and Fire Department compensation plan.

For utility operations, they expect to build reserves, consider a rate adjustment to cover operations, and continue planning for the utility system. Consideration of facilities include a new City Hall and construction at Central Fire Station. The November 2023 Election will include the renewal of the Street Sales Tax, and there will be a better program for the 2023-2026 CO Bond package issue, which will include streets, Police Department commitments, parks, Central Fire Station, possibly City Hall, and major utility projects.

Mr. Hefton said he had spoken individually with each Council Member to determine their concerns for the budget. Downtown issues were very important, and the staff will present efforts on recruitment and activities downtown. This would be beyond the normal tourism efforts and would include recruitment and expanded economic development issues.

Mr. Hefton asked for Council direction on the following items.

- Utility rate structure change to volume-based? (Yes)
- Property tax rate increased to below adjusted VAR? (Council Member Teamann - No; Others - Bring Back for Discussion)
- 2023 CO Issuance:
  Pursue early (May)?
  More Parks $$?
  Other adds/deducts?

Council Member Teamann wanted to be sure that the City continues on the plan for the streets, and that we "take care of what we've got" before anything else is taken on. Mr. Hefton said, for the drivers of cost, they should make sure that "development is paying for development," through rates or fees, or whatever.

COUNCIL COMMENTS

There were no Council comments.

EXECUTIVE SESSION

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

TEX. GOV'T CODE § 551.071 --
Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

TEX. GOV'T CODE § 551.072 --
Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

TEX. GOV'T CODE § 551.073 –
Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

TEX. GOV'T CODE § 551.074 –
Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing

TEX. GOV'T CODE § 551.076 –
Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit

TEX. GOV'T CODE § 551.087 –
Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect

TEX. GOV'T CODE § 551.089 –
Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices

No Executive Session was needed.

ADJOURNMENT
There being no further business to come before the City Council, motion was duly made and approved to adjourn the Called Meeting at 1:07 p.m.

_____
MAYOR

ATTEST

_____
CITY CLERK



Budget Planning Meeting

April 20, 2023

AGENDA

FY2023 Work Plan Update

Financial Update – Operations

Long-term Planning – CIP, Bonding Capacity and Debt Update

FY2024 Workplan and Budget Focus

Council Input



Work Plan Update

Work Plan Summary for FY2023

- Completed
- In-progress
- Delayed
- Postponed

Compensation/Staffing

- 5% COLA, evaluate mid-year
- Market adjustments, as needed
- HSA contribution
- Significant staffing as presented
- PD and FD Plan

Facilities/CIP

- FD renovations, esp combine Stn 1 & 2
- Various General and Utility CIP projects – more detail at CIP Meeting in May
- City Hall Planning

Planning & Operations

- Utility rate proposed adjustment - multi-year adoption
- FD Staffing and operational changes
- Rec facility planning

Work plan Summary for FY2023

(continued)

Planning and Operations (cont.)

- Enhanced Street rebuild program via CO Bond proceeds
- Fleet and equipment purchases
- Tax note financing for various equipment/projects
- Enhanced City cleanup
- Downtown focus:
  - Parking
  - Retail/Restaurant
  - Infrastructure
- CSW Rate adjustment
- Streets – CIP (CO Bond) crew + Pothole crew, more mat'ls $$
- Increased environmental abatement budget
- Development Standards revisions

Major General CIP Projects

- Completed/Substantial
- In-Progress
- Delayed/No progress
- Postponed

- *Lamberth Rd West*
- *Auditorium Chiller*
- *Progress Drive – Flanary to Progress Rail*
- *Flanary Rd – FM1417 to Progress*
- *FM1417 ROW – SH56 to W. Travis*
- *Moore Street – W Travis to FM 1417*
- *Moore Street – Park St to power easement*
- *Friendship ROW – Hickory Hill*
- *Taylor/McGee Extension*
- *Recreation Center Study*
- *MLK Restrooms*
- *Comp Master Plan*
- *City Hall feasibility*
- *Fairview Basketball and Pickleball*
- *Beach Club Blvd*
- *Shepherd Rd*
- *Bel Air Blvd – Phase II*
- *Pecan Grove West lighting/shade structures/electrical*
- *Police HQ*
- *Fire Station 1&2 combination*
- *Fairview Park Restroom/Concession*

Major General CIP Projects
(continued)

- *Northcreek Subdivision Park*
- *Asphalt Pump Track – Binkley Park*
- *Shark Tooth Park design*
- *Master Plan trail construction*
- *Center Street Bridge*
- *Sherman Street Improvements*
- *Hospital Road construction*
- *OB Groner design – west of FM1417*
- *McGee Street bridge design*
- *Future land needs*
- *Blanton St Drainage – Birge to McGee*
- *CIP Crew - Streets*

- Completed/Substantial
- In-Progress
- Delayed/No progress
- Postponed



FY2023 Budget - Rates

General Fund

- Tax rate lowered to $.4699 (unadjusted Voter Approval Rate)

Utility Fund

- 4.6% Rate adjustment for FY23, according to 5-year plan

Solid Waste Fund

- No change in SW rates

Financial Update - Operations

Financial Update Summary - Operations

General Fund

- FY2022 ending reserves $1.2M above FY2021
- 108 days at 9/30/22

- FY2023
  - Reserves – Slightly above FY2022
  - Revenues – Sales Tax
  - Expenses – Personnel, Software, Fleet

Financial Update Summary - Operations

Continued

Utility Fund

- FY2022 ending reserves up $2.2k from FY2021
  - Cumulative effect of dry summers in FY 2021 & FY2022
- FY2023 projected revenue $0.3 million over budget; expenses $0.5 million above due to well repairs, fleet
  - “Normal” year projected

Solid Waste Fund

- FY2022 ending reserves up about 780k
- FY2023
  - Projected revenues above budget - CSW
  - Expenses above budget – software purchase from last year’s budgeted funds

Financial Update Summary - Reserves

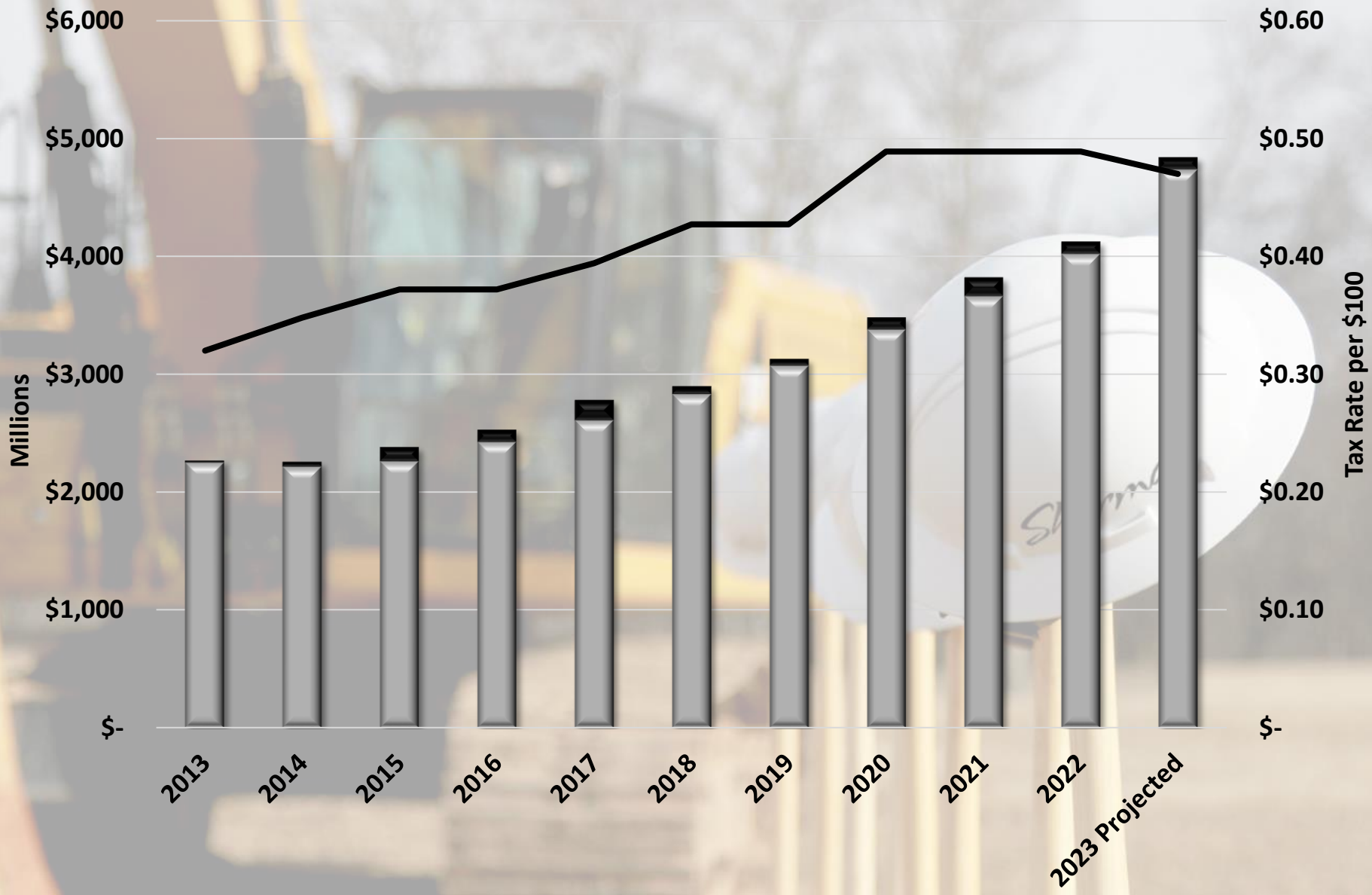
Projected Fund Balances as of Sept. 30, 2023

- General Fund - $14.6 million
  - $2.9 million above FY23 adjusted budget
  - 96 days reserves
- Utility Fund - $5.8 million
  - $1 million above FY23 budget
  - 74 days reserves
- Solid Waste Fund - $1.7k
  - $300k above FY23 budgeted – CSW revenue
  - 71 days reserves

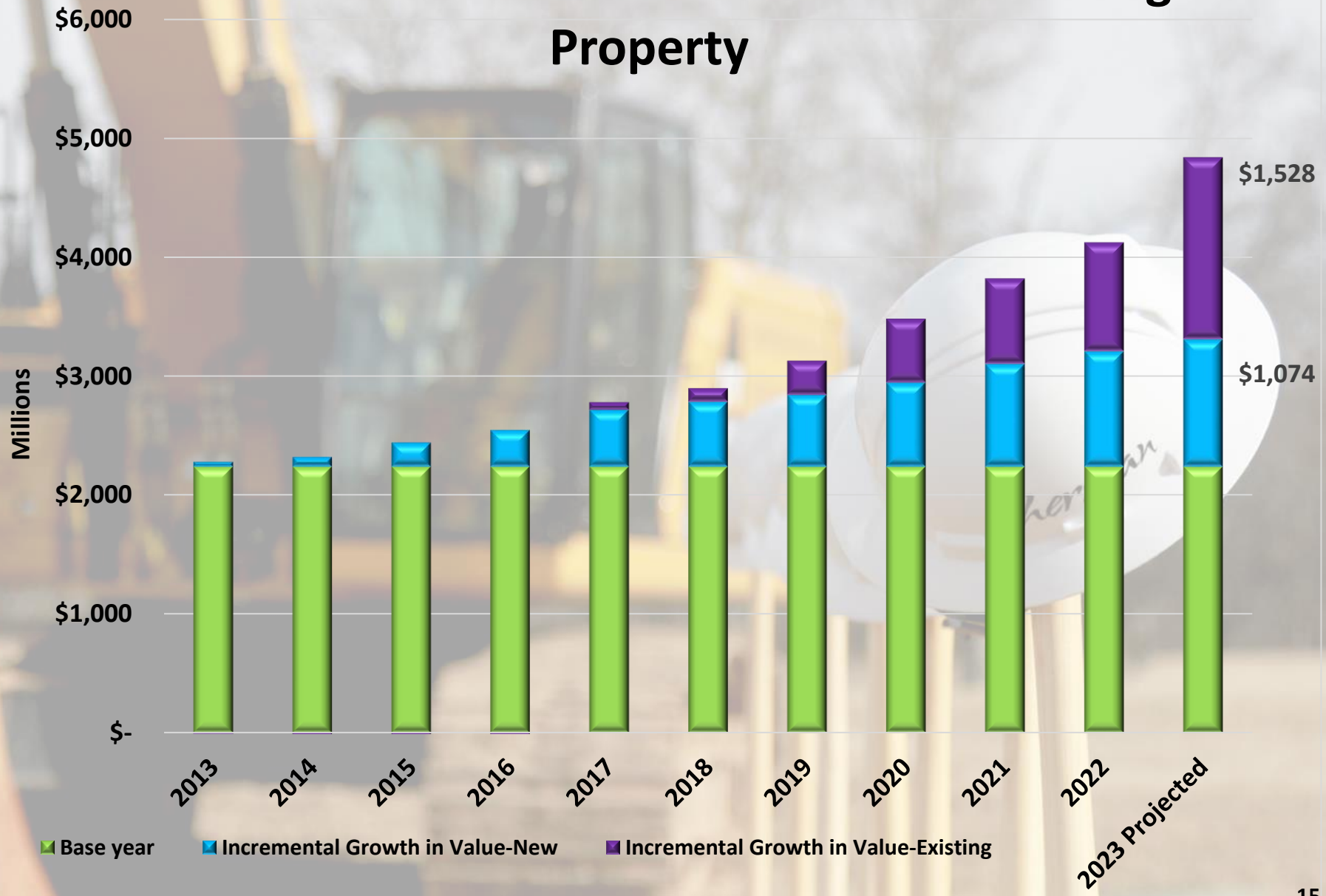
City of Sherman
GENERAL FUND

	Actual 2021-2022	Adjusted Budget 2022-2023	Projected 2022-2023
Beginning Fund Balance	$ 13,004,657	$ 11,837,249	$ 14,194,692
Revenues			
Property Tax	11,932,498	12,038,400	12,313,400
Sales Tax	23,875,173	28,047,000	29,005,000
Franchise Tax	3,133,388	3,021,000	3,236,000
Other Taxes	177,946	164,300	179,095
Fines & Penalties	413,905	366,800	506,800
Recreation	360,684	384,500	384,500
Licenses & Permits	1,096,610	2,341,200	2,341,200
Rentals	12,526	10,450	10,450
Cemetery	218,179	221,600	221,600
Sales & Service	1,196,631	1,492,000	1,492,000
Ambulance Service	1,669,394	1,402,400	1,402,400
Interest Income	29,298	75,000	75,000
Grant Revenue	989,679	9,000	9,000
Intergovernmental	232,949	169,482	169,482
Miscellaneous Revenue	392,893	206,200	206,200
Total Revenues	45,731,753	49,949,332	51,552,127
Transfers In	3,358,139	4,249,742	4,452,033
Total Revenues and Transfers In	49,089,892	54,199,074	56,004,160
Total Funds Available	62,094,550	66,036,323	70,198,852
Expenditures			
Personnel	32,939,438	36,724,590	37,132,590
Supplies	1,971,069	2,079,918	2,129,918
Repair & Maintenance	1,760,563	2,737,418	2,737,418
Utilities	1,042,514	1,217,250	1,217,250
Information Technology	1,046,518	1,259,265	1,259,265
Services & Charges	4,135,552	5,345,178	5,869,178
Vehicle Usage	2,196,212	2,239,270	2,239,270
Capital Expenses	376,335	1,100,050	1,137,350
Fleet Services & Charges	1,021,658	1,335,781	1,534,781
Transfers Out	1,410,000	375,000	375,000
Total Expenditures	47,899,858	54,413,720	55,632,020
Excess Revenues over Expenditures	1,190,035	(214,646)	372,140
Ending Fund Balance	14,194,692	11,622,603	14,566,833

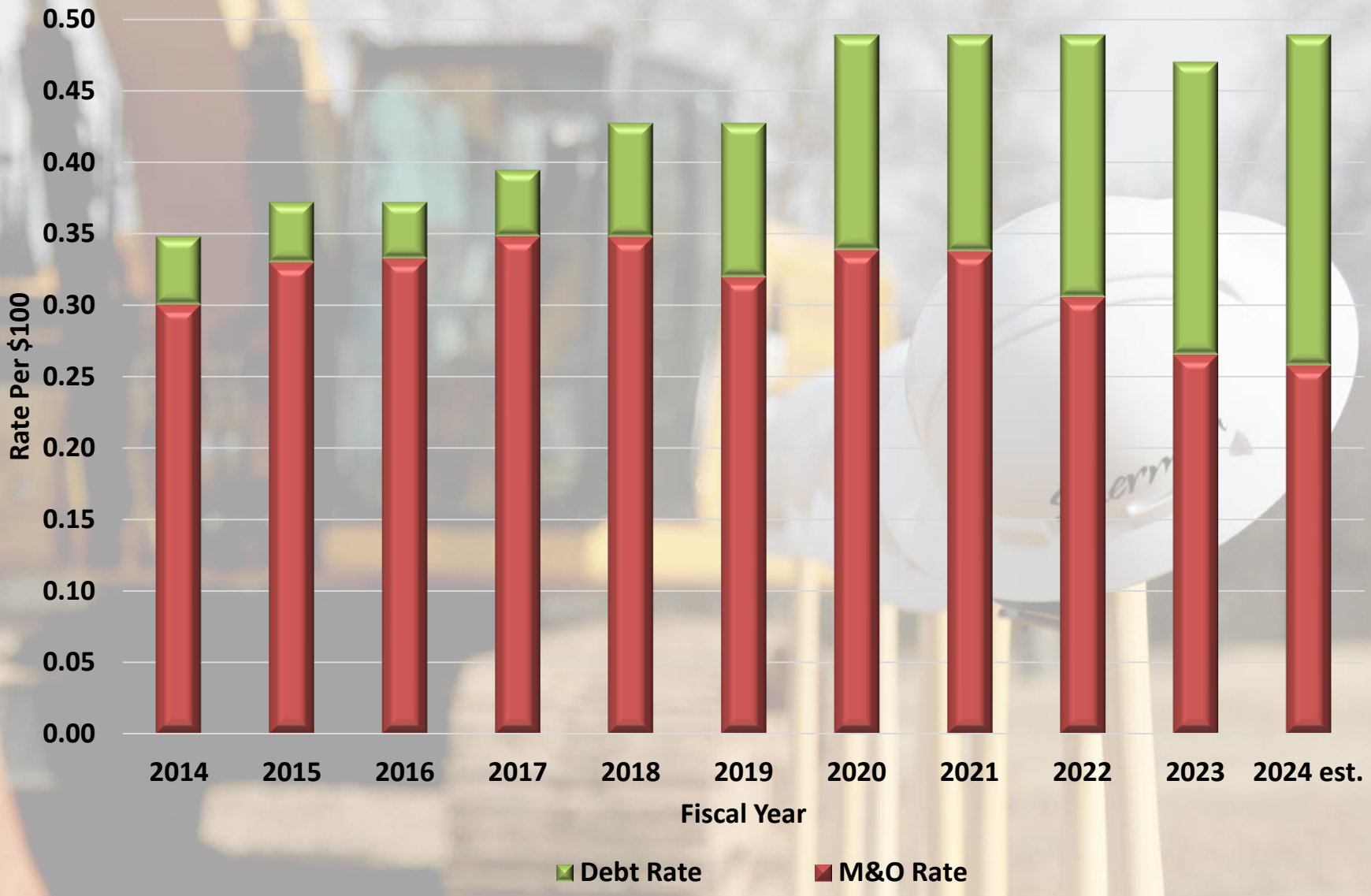
New Value and Growth in Existing Property



Cumulative New Value and Growth in Existing Property



Property Tax Rates

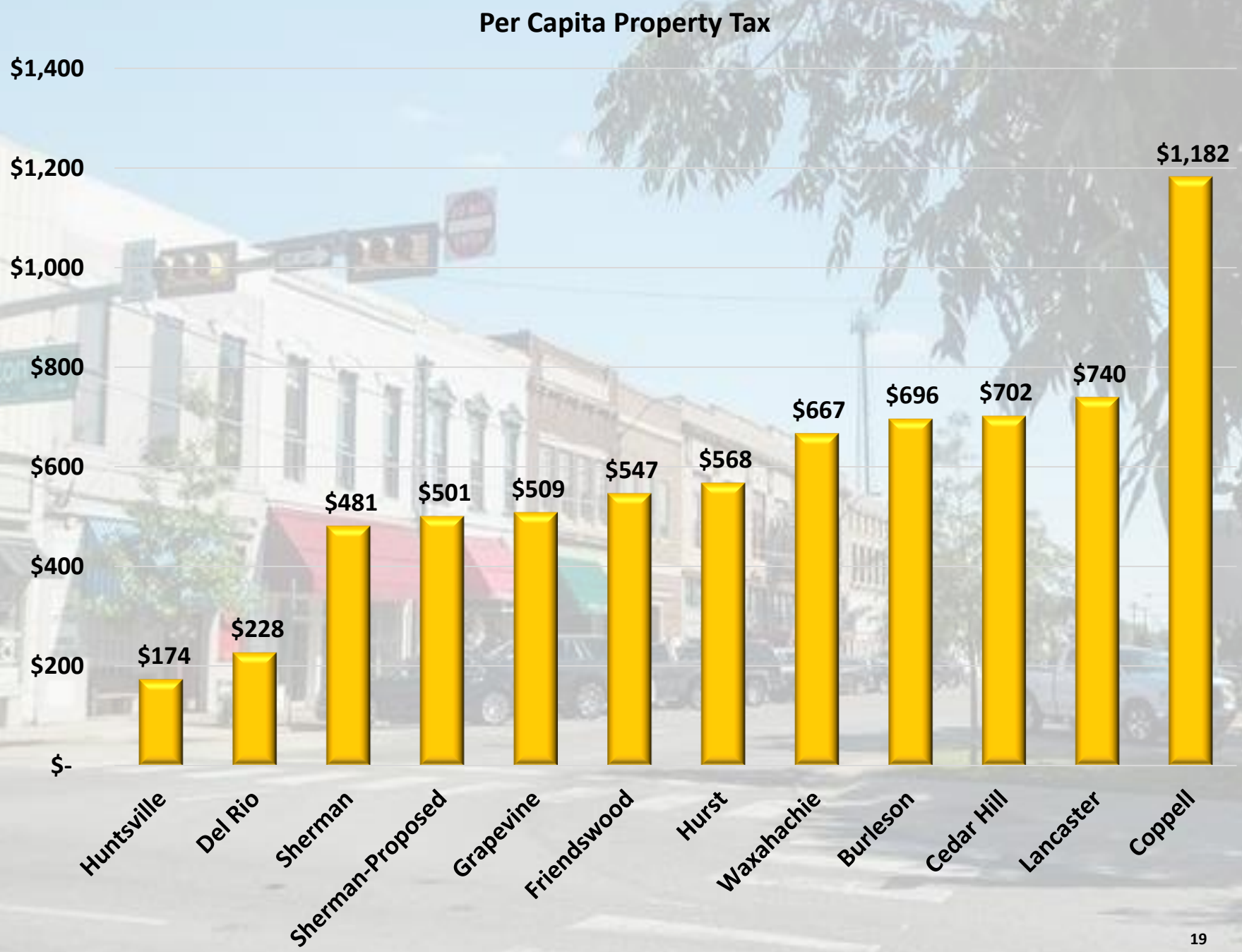


Property Tax Rates of Similarly Sized Cities



Property Tax Rates of Similarly Sized Cities




Per Capita Property Tax
$1,400
$1,200
$1,000
$800
$600
$400
$200
$-
$174
$228
$481
$501
$509
$547
$568
$667
$696
$702
$740
$1,182
Huntsville
Del Rio
Sherman
Sherman-Proposed
Grapevine
Friendswood
Hurst
Waxahachie
Burleson
Cedar Hill
Lancaster
Coppell

Tax Rate Management in Texas

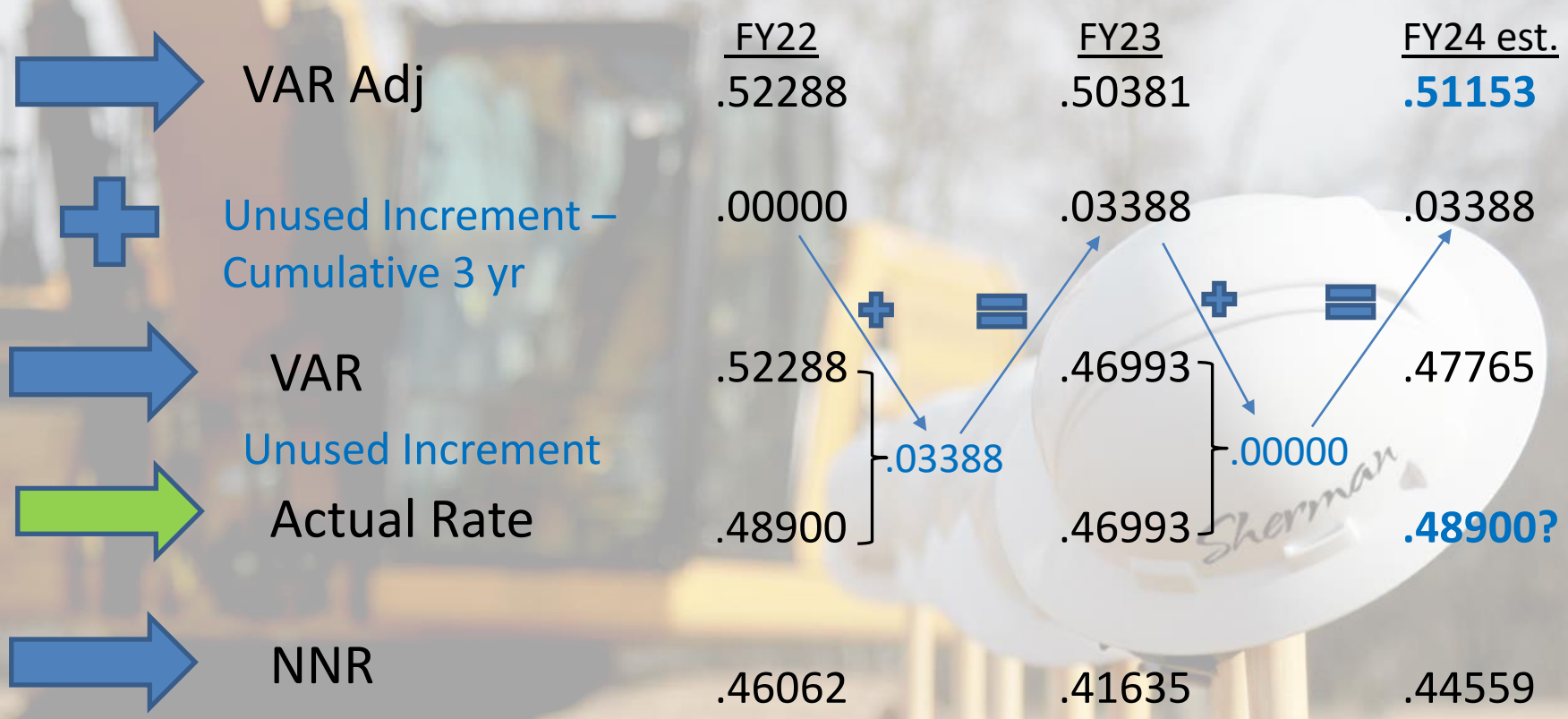
Voter-Approved Rate (“VAR Adj”) – Adjusted (Max Rate)

\+ Unused Increment (Cumulative rolling 3 years)

Voter-Approved Rate (“VAR”) – Unadjusted (Previously “Rollback Rate”)

No-new-revenue Rate (“NNR” Previously “Effective Rate”)

Tax Rate Management in Sherman



Sales Tax History

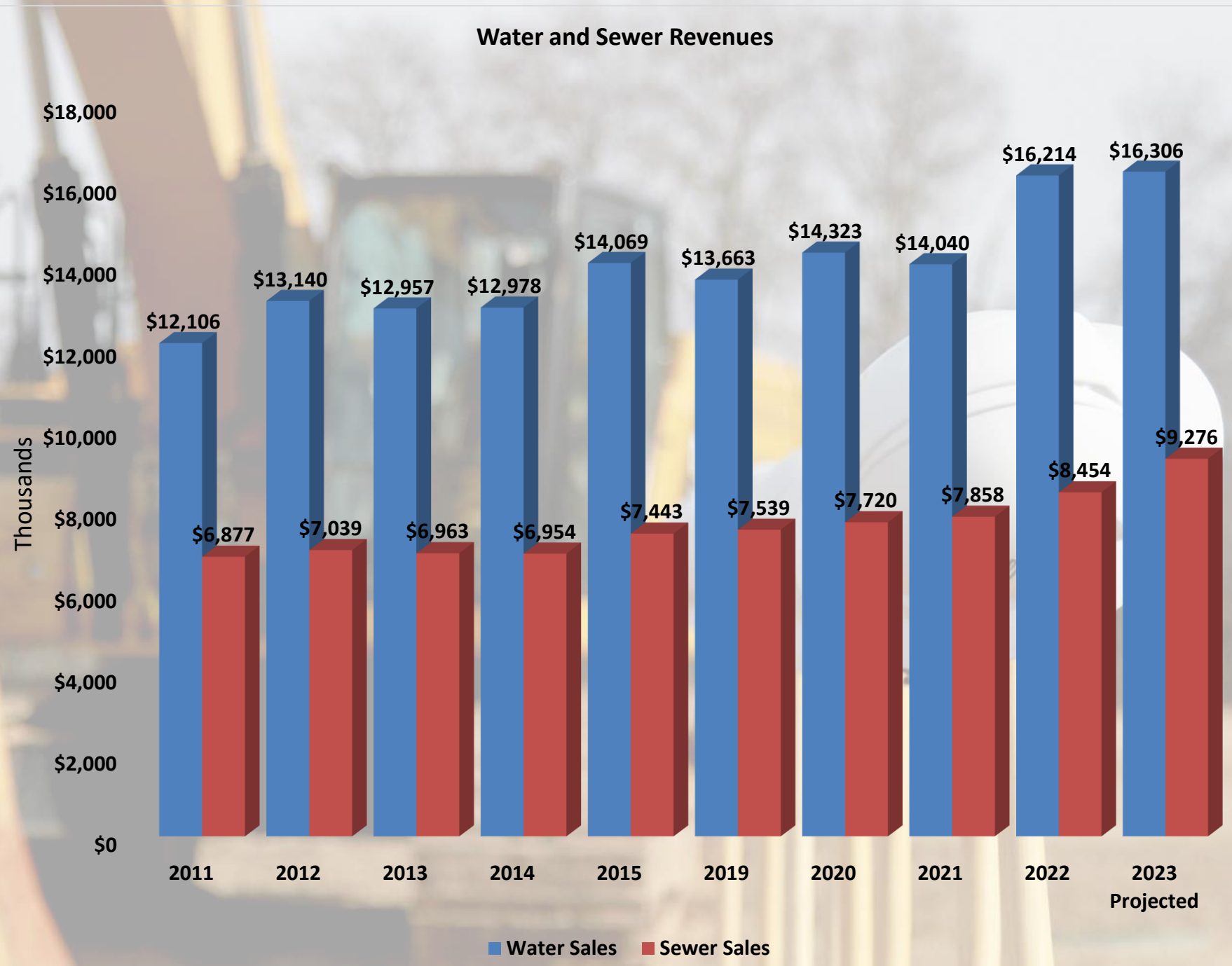


Sales Tax


Annualized Growth since 2014 = 7.9%
Thousands
$30,000
$25,000
$20,000
$15,000
$10,000
$5,000
$-
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023 Projected
$1,129
$4,516
$9,031
$1,196
$4,785
$9,570
$1,191
$4,765
$9,531
$1,198
$4,791
$9,583
$1,343
$5,371
$10,741
$1,382
$5,529
$11,058
$1,423
$5,691
$11,381
$1,618
$6,473
$12,946
$1,837
$7,346
$14,692
$2,231
$8,925
$17,849
Regular Sales Tax
Sales Tax in Lieu of Property Tax
Street Sales Tax

City of Sherman
UTILITY FUND

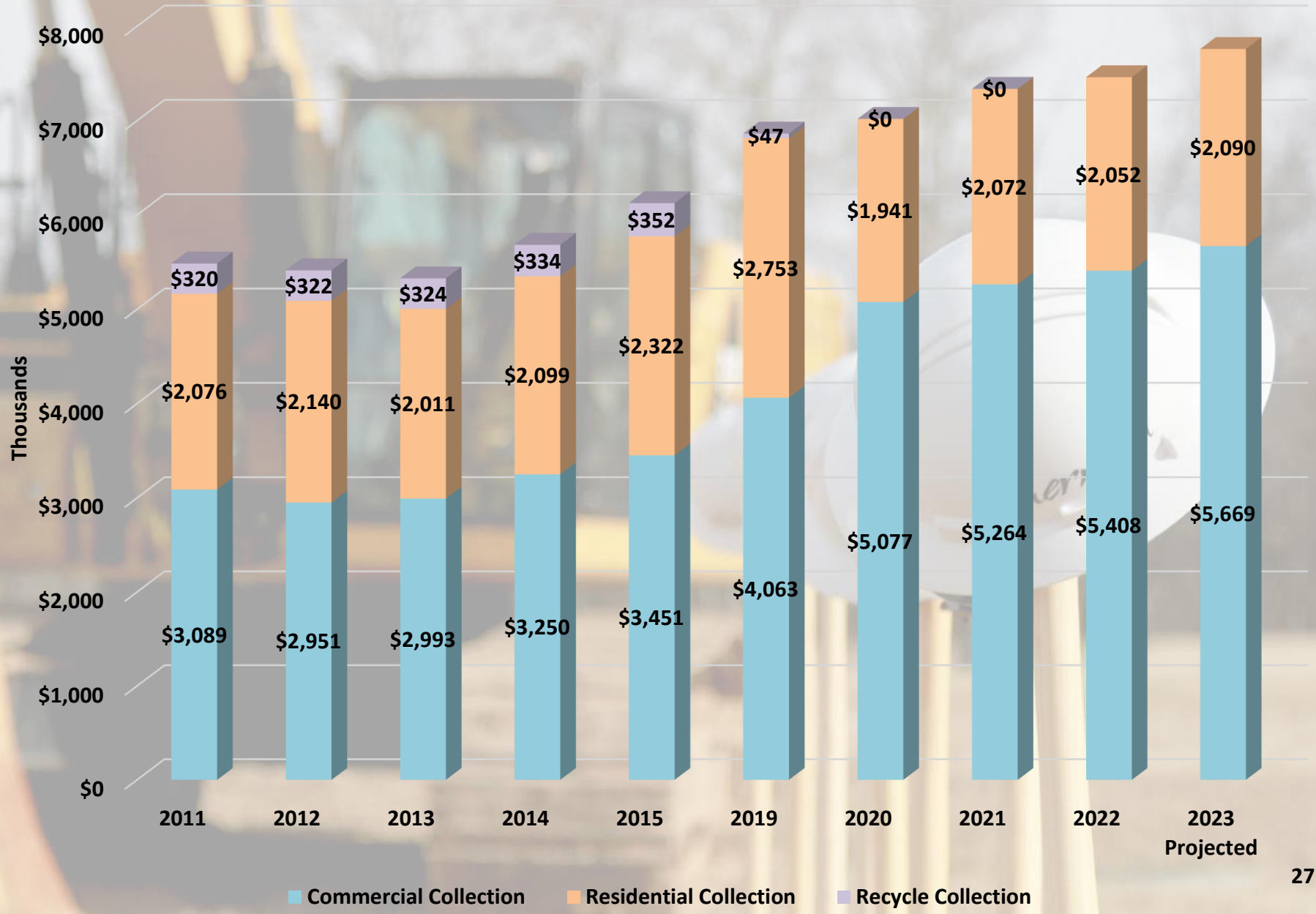
	Actual 2021-2022	Adjusted Budget 2022-2023	Projected 2022-2023
Beginning Reserve	$ 4,314,181	$ 5,268,132	$ 6,537,172
Revenues			
Water Sales	16,213,774	16,411,000	16,306,000
Sewer Sales	8,454,411	8,835,000	9,276,000
Laboratory	117,910	260,430	260,430
Service Charges & Penalties	670,961	655,000	655,000
Charges for Services	379,888	168,200	168,200
Interest Income	46,785	25,000	25,000
Intergovernmental	408,485	817,146	817,146
Grant Revenue	159,979	-	-
Miscellaneous Revenue	92,468	76,500	76,500
Total Revenues	26,544,659	27,248,276	27,584,276
Transfers In	183,000	406,000	406,000
Total Revenues and Transfers In	26,727,659	27,654,276	27,990,276
Total Funds Available	31,041,840	32,922,408	34,527,448
Expenditures			
Personnel	6,777,683	7,957,960	7,957,960
Supplies	1,472,257	1,858,554	1,858,554
Repair & Maintenance	2,228,091	2,757,607	3,057,607
Utilities	1,449,358	1,858,230	1,858,230
Information Technology	295,012	332,630	332,630
Debt Service	6,982,667	6,937,482	6,937,482
Services & Charges	1,592,202	1,730,879	1,730,879
Vehicle Usage	576,529	631,190	631,190
Fleet Services & Charges	388,457	580,184	668,184
Capital Expenses	316,412	765,492	765,492
Total Expenditures	22,078,669	25,410,208	25,798,208
Transfers Out	2,426,000	2,775,000	2,927,112
Total Expenditures and Transfers Out	24,504,669	28,185,208	28,725,320
Excess Revenues over Expenditures	2,222,991	(530,932)	(735,044)
Ending Reserve	$ 6,537,172	$ 4,737,200	$ 5,802,128


Water and Sewer Revenues
Thousands
$18,000
$16,000
$14,000
$12,000
$10,000
$8,000
$6,000
$4,000
$2,000
$0
$12,106
$6,877
$13,140
$7,039
$12,957
$6,963
$12,978
$6,954
$14,069
$7,443
$13,663
$7,539
$14,323
$7,720
$14,040
$7,858
$16,214
$8,454
$16,306
$9,276
2011
2012
2013
2014
2015
2019
2020
2021
2022
2023 Projected
Water Sales
Sewer Sales

City of Sherman
SOLID WASTE FUND

	Actual 2021-2022	Adjusted Budget 2022-2023	Projected 2022-2023
Beginning Fund Balance	$ 1,110,013	$ 1,663,043	$ 1,890,456
Revenues			
Solid Waste Service	7,460,278	7,556,000	7,759,000
Service Charges & Penalties	121,051	125,000	125,000
Interest Income	19,368	1,200	1,200
Miscellaneous Revenue	882,440	760,000	760,000
Transfers In	-	-	-
Total Revenues	8,483,137	8,442,200	8,645,200
Total Funds Available	9,593,149	10,105,243	10,535,656
Expenditures			
Personnel	1,931,104	2,256,440	2,256,440
Supplies	200,912	318,093	318,093
Repair & Maintenance	63,297	59,908	59,908
Utilities	36,859	46,990	46,990
Information Technology	86,951	100,470	100,470
Services & Charges	2,194,259	2,608,436	2,745,082
Vehicle Usage	1,342,004	1,493,660	1,493,660
Capital Expenses	126,385	123,650	123,650
Fleet Services & Charges	605,784	374,527	374,527
Transfers Out	1,115,139	1,303,716	1,303,716
Total Expenditures	7,702,694	8,685,891	8,822,537
Excess Revenues over Expenditures	780,443	(243,691)	(177,337)
Ending Fund Balance	$ 1,890,456	$ 1,419,352	$ 1,713,119

Solid Waste Revenues



Group Health Fund Claims History



City of Sherman
EMPLOYEE INSURANCE FUND
2023-2024 Annual Budget

	Actual 2021-2022	Budget 2022-2023	Projected 2022-2023
Beginning Fund Balance	$ 511,656	$ 374,093	$ 507,106
Revenues			
Employer Contributions	3,819,919	4,847,750	4,692,000
Employee Contributions	922,969	975,000	1,083,000
Retiree Contributions	196,221	200,000	179,000
COBRA Contributions	5,114	2,000	2,000
Miscellaneous Revenue	-	-	-
Interest Income	19,739	2,500	2,500
Total Revenues	4,963,962	6,027,250	5,958,500
Total Funds Available	4,963,962	6,027,250	5,958,500
Expenditures			
Health Insurance Claims	4,011,818	4,929,000	5,700,000
Administration & Premiums	914,647	1,233,000	1,233,000
Life Insurance Premiums	42,047	43,000	58,000
Transfers Out	-	-	-
Total Expenditures	4,968,512	6,205,000	6,991,000
Excess Revenues over Expenditures	(4,550)	(177,750)	(1,032,500)
Ending Fund Balance	$ 507,106	$ 196,343	$ (525,394)

Long-Term Planning Discussion – CIP, Bonding Capacity and Debt Update

Key Take-Away

The Problem: Massive amount of capital projects over next 3-4 years are creating extreme pressure on General Fund and Utility Fund, especially through 2030

The Questions:

General Fund –

(1) Is the tax rate going to be sufficient for debt service?

(2) Can some projects be delayed?

Utility Fund – Because volumes are NOT sufficient to generate needed revenues, can we adjust rate structure for large users who are driving need for system expansion?



CIPs

City of Sherman
GENERAL IMPROVEMENT FUND – City Funds

	Actual 2021-2022	Total Project Budget	Project-to-Date 3/31/2023
Transportation			
Projects			
(1) Latex Printer Sign Shop	$ 18,165	$ 18,165	$ 18,165
(1) Sign Table	17,795	17,795	17,795
(1) Wanco Message Boards	34,082	34,082	34,082
(1) Bel Air Blvd Construction Ph I	1,002,406	1,500,000	1,255,797
(1) Quail Run Extension	-	250,000	250,000
(1) Pebblebrook Ph IV Drainage	-	545,000	287,697
Total	1,072,449	2,365,042	1,863,537
Funding Sources			
(1) General Fund transfers/Land sales		2,365,042	
Parks and Recreation			
Projects			
(2) Pecan Grove West Electrical Upgrade	21,369	35,000	21,369
(2) Trail Development The Grove	-	-	-
(1) Expand Fairview tennis courts; pickleball; basketball	-	507,000	235,087
(1) Pecan Grove West Trail, Shading and Lighting	-	1,350,000	21,240
(1) Recreation Center Study	8,473	40,000	30,100
(2) Quail Run Park	-	250,000	250,000
Total	29,842	2,182,000	557,797
Funding Sources			
(1) General Fund transfers/Land sales		1,897,000	
(2) Tax Notes		285,000	
		2,182,000	

City of Sherman
GENERAL IMPROVEMENT FUND – City Funds

	Actual 2021-2022	Total Project Budget	Project-to-Date 3/31/2023
Facility Maintenance			
Projects			
(1) **Auditorium Chiller**	-	188,000	-
(1) **Design of Dog Bldg**	-	10,000	-
(1) **Replace Animal Services Storage Bldg**	-	42,000	41,943
(2) **Outdoor Chapel**	-	45,000	-
Total	-	285,000	41,943
Funding Sources			
(1) **General Fund transfers/Land sales**		240,000	
(2) **Tax Notes**		45,000	
		285,000	
Public Safety			
Projects			
(2) **Bay Doors at Sta 1,2,3, & 5**	73,448	94,000	73,448
(2) **Enclose Carport Sta. 5.5**	14,800	20,000	14,800
(2) **Front Fence & Gate for Sta 5.5**	20,096	20,100	20,096
(2) **Privacy Fence Sta 3**	16,660	19,900	16,660
(1) **Emergency Backup Generators at Sta 3 & 5**	-	125,000	-
(1) **Call Recording Software**	-	170,000	-
(1) **Watchguard video evidence platform**	92,796	294,376	286,381
(1) **Replace Fiber from Muni to PD**	-	-	-
Total	217,800	743,376	411,385
Funding Sources			
(1) **General Fund transfers/Land sales**		589,376	
(2) **Tax Notes**		134,100	
		723,476	

City of Sherman
GENERAL IMPROVEMENT FUND – City Funds
(continued)

	Actual 2021-2022	Total Project Budget	Project-to-Date 3/31/2023
Other			
Projects			
Airport Pavement Maintenance-City			
(1) **match**	-	182,500	-
(1) **Land Sale at W. Travis & FM 1417**	1,947	-	8,125
Total	1,947	182,500	8,125
Funding Sources			
(1) **General Fund transfers/Land sales**		182,500	
Total Expenditures	$ 1,322,037	$ 5,757,918	$ 2,882,786

City of Sherman
GENERAL IMPROVEMENT FUND – Bond Funds

	Actual 2021-2022	Total Budget	Project-to-Date 12/31/2022
Transportation			
Projects			
(1) Taylor St Extension Eng & ROW/McGee St Ext	$ 1,209,389	$ 2,500,000	$ 2,389,394
(1) FM 1417 (82 to 56) Eng, ROW & Match	18,824	5,400,000	5,385,898
(1) Travis St West	-	9,600,000	9,746,421
(1) Lamberth Rd Thoroughfare	289,141	5,400,000	720,711
(1) Friendship ROW 56 to Lamberth	188,378	3,150,000	947,918
(1) Park Ave Realignment	165,701	2,000,000	2,105,391
(1) Ramp Reversal Northbound 75 at FM 1417	-	2,500,000	2,523,963
(1) TxDOT 1417 & W. Travis Intersection	1,040	1,950,000	1,957,444
(1) Flanary Rd and Progress Rd Engineering	-	200,000	171,244
(1) Moore Street	2,872,102	9,900,000	5,970,828
(1) Steeplechase Dr Extension	-	500,000	120,894
(1) Hilre Drive Extension	246,742	500,000	449,406
(1) FM 1417 design/ROW - SH 56 to W. Travis	73,594	3,600,000	381,592
(1) Shepherd Dr	260,092	13,100,000	637,927
(1) Bel Air Blvd Construction Ph II	-	8,130,000	258,525
(1) Major Street Rebuilds	-	1,500,000	-
(2) Flanary Rd Alignment Study	135,259	254,185	248,789
(1) Sherman St Improvements	-	500,000	61,657
(2) Progress Drive	-	2,100,000	-
(2) Flanary Road	-	4,500,000	-
(1) Beach Club Blvd	-	2,600,000	-
(1) Hospital Road Construction	-	750,000	-
(1) OB Groner - west of FM 1417 Design	-	500,000	-
(1) FM 1417 Design/ROW - Hwy 75 to RR	-	550,000	-
(1) Blanton St Drainage-Birge to McGee	-	500,000	-
(1) CIP Crew	-	600,000	-
(1) Center St Bridge at Post Oak Creek	-	750,000	-
(1) Bridges-Center/McGee/Travis	584,921	1,000,000	788,360
(1) McGee St Bridge	-	150,000	-
(1) Hickory Hill		2,374,400	100,800
(1) FM 1417 signal at Bel Air Blvd Design	-	500,000	-
Total	6,045,184	87,558,585	34,967,161

City of Sherman
GENERAL IMPROVEMENT FUND – Bond Funds (continued)

	Actual 2021-2022	Total Budget	Project-to-Date 12/31/2022
Parks and Recreation			
Projects			
(1) Asphalt Pump Track at Binkley Park	-	350,000	-
(1) Ballfield and Trail Lighting at PGW	-	1,350,000	21,240
(1) Design "Shark Tooth Park"	-	150,000	-
(1) Electrical at PGW	-	175,000	-
(1) Master Plan Trail Construction	-	750,000	4,383
(1) Northcreek Subdivision Park	-	500,000	-
(1) Restroom and Concession at Fairview Park	-	500,000	-
(1) Trail Lighting and Restroom and PGE	-	650,000	-
Total	-	4,425,000	25,623
Funding Sources			
(1) Certificates of Obligation	-	4,425,000	
(3) Grant		-	
Total		4,425,000	
Facility Maintenance			
Projects			
(2) Land for Future City Facilities	-	2,000,000	10,000
Total	-	2,000,000	10,000
Funding Sources			
(2) Future CO Bond Issuance		2,000,000	
Total		2,000,000	
Public Safety			
Projects			
(1) New police HQ - Construction	11,118,489	17,600,000	17,073,610
(2) Combine Fire Sta. 1 & 2	-	4,500,000	32,241
(2) Public Safety Training Facility Design	-	250,000	-
Total	11,118,489	22,350,000	
Funding Sources			
(1) Certificates of Obligation		17,600,000	
(2) Future CO Bond Issuance		4,750,000	
Total		22,350,000	
Total Expenditures	$ 17,163,674	$ 116,333,585	$ 35,002,784



Tax-Supported Debt

Outstanding CO/GO Debt - Current

(in 000)

Description	Interest	Principal
2021 CO	$ 10,105	$ 28,035
2019 CO	8,075	17,690
2018 CO	8,347	17,420
2017 CO	6,482	15,935
2017 Refunding	1,490	6,560
2016 CO	1,488	6,010
2017 A Stormwater	1,113	3,430
2023 Tax Notes	6	38
2022 Tax Notes	152	1,182
2004 TIF #1 320	144	585
	$ 37,401	$ 96,884

CO Bond Summary

	2016 C.O. (in millions)	2017 C.O. (in millions)	2018 C.O. (in millions)	2019 C.O. (in millions)	2021 C.O. (in millions)	2023 C.O. (in millions)	177.80 Total
Streets							
TxDOT 1417 & W. Travis Intersection	$ -	$ -	$ -	$ 1.95	$ -	$ -	$ 1.95
TxDOT-Hwy 75 Gap Project	-	-	-	8.20	-	-	8.20
* TXDOT Ramp Reversal at 75/1417	-	2.50	-	-	-	-	2.50
Eng + ROW	1.60	-	2.40	1.35	-	-	5.35
Friendship Road - Eng, ROW & Construction	1.20	-	-	-	0.20	1.70	3.10
Lamberth Rd -Eng, ROW & Construction	0.80	-	-	-	-	4.60	5.40
Canyon Creek	2.60	-	-	-	-	-	2.60
Swan Ridge	0.10	-	-	-	-	-	0.10
TxDOT - FM 1417 56 to W. Travis ROW/Eng	-	-	0.90	-	0.70	2.00	3.60
Travis St West	0.60	4.50	3.40	1.10	-	-	9.60
Legacy Blvd	-	-	-	1.85	-	-	1.85
Beach Club Blvd	-	-	-	-	1.90	0.70	2.60
Bel Air Blvd Construction Ph II (excludes utilities)	-	-	-	-	-	6.50	6.50
Bel Air Land sale in TIRZ #7 (net with Bel Air Blvd)	-	-	-	-	-	(1.50)	(1.50)
Signal at FM 1417 & Bel Air Blvd (TxDOT)	-	-	-	-	-	0.50	0.50
Taylor/Washington Eng + ROW	-	1.20	-	0.80	0.50	-	2.50
* Northgate Drive	-	-	0.90	-	-	-	0.90
Moore St - W Travis to Park	-	-	-	2.10	-	-	2.10
Moore St - W Travis to FM 1417	-	-	-	-	2.80	-	2.80
Moore St - Park to Center St	-	-	-	-	2.20	2.80	5.00

CO Bond Summary (continued)

	2016 C.O. (in millions)	2017 C.O. (in millions)	2018 C.O. (in millions)	2019 C.O. (in millions)	2021 C.O. (in millions)	2023 C.O. (in millions)	177.80 Total
Blanton St Drainage-Birge to McGee	-	-	-	-	-	0.50	0.50
CIP Crew - Dump Truck & Excavator; Personnel (one Year)	-	-	-	-	-	0.60	0.60
*Flanary Rd Alignment Study	-	-	-	-	-	0.30	0.30
*Flanary Engineering	-	-	-	0.20	-	-	0.20
*Flanary construction	-	-	-	-	-	4.50	4.50
*North-South Road	-	-	-	-	-	0.70	0.70
*Progress Construction	-	-	-	-	-	2.10	2.10
FM 1417 Design/ROW - Hwy 75 to RR	-	-	-	-	-	0.55	0.55
Hickory Hill Imp (MDA and Eng)	-	-	-	0.65	-	1.75	2.40
Hilre Drive Extension	-	-	-	0.50	-	-	0.50
Hospital Road Construction	-	-	-	-	-	0.75	0.75
Major Street Rebuild	-	-	-	-	1.50	-	1.50
Munson Planned Development	-	-	-	0.10	-	-	0.10
OB Groner west of FM 1417 Design	-	-	-	-	-	0.50	0.50
Park Ave Realigment (net)	-	-	1.90	0.10	-	-	2.00
Shepherd Rd Design	-	-	-	-	1.10	-	1.10
Shepherd Rd Design/Construction	-	-	-	-	-	12.00	12.00
Impact Fees - Shepherd Rd	-	-	-	-	-	(2.00)	(2.00)
Sherman St Improvements	-	-	-	-	-	0.50	0.50
Steeplechase Drive Ext	-	-	-	0.50	-	-	0.50
Total Streets	6.90	8.20	9.50	9.25	10.90	40.05	84.80

CO Bond Summary (continued)

	2016 C.O. (in millions)	2017 C.O. (in millions)	2018 C.O. (in millions)	2019 C.O. (in millions)	2021 C.O. (in millions)	2023 C.O. (in millions)
Facilities						
Library	-	-	2.00	-	0.50	-
Fire Station #4	-	3.10	0.30	0.60	-	-
Police Headquarters	-	-	-	-	17.60	-
Combine Sta #1 & #2	-	-	-	-	-	4.50
Land - future City facilities	-	-	-	-	-	2.00
City Hall	-	-	-	-	-	30.00
Public Safety Training Facility	-	-	-	-	-	0.25
Total Facilities	-	3.10	2.30	0.60	18.10	36.75
TIRZ						
TIRZ #5 Sherman Crossroads	-	3.90	-	-	-	-
TIRZ #6 Sherman Landing	-	3.10	-	-	-	-
TIRZ #7 Legacy Village	-	-	2.40	-	-	-
TIRZ #7 Exp Bel Air	-	-	-	-	-	-
Total TIRZ	-	7.00	2.40	-	-	-
Bridges						
Travis/Center/McGee	-	0.50	-	-	1.00	-
Center St Bridge at Post Oak Creek	-	-	-	-	-	0.75
McGee St Bridge Design	-	-	-	-	-	0.15
Total Bridges	-	0.50	-	-	1.00	0.90

CO Bond Summary (continued)

	2016 C.O. (in millions)	2017 C.O. (in millions)	2018 C.O. (in millions)	2019 C.O. (in millions)	2021 C.O. (in millions)	2023 C.O. (in millions)	177.80 Total
Parks							
Pecan Grove West Ballfields	-	-	5.00	-	-	-	5.00
Electrical at Pecan Grove West	-	-	-	-	-	0.20	0.20
Ballfield & Trail lighting at PGW	-	-	-	-	-	1.40	1.40
Trail lighting and restrooms at PGE	-	-	-	-	-	0.70	0.70
Northcreek Subdivision Park	-	-	-	-	-	0.50	0.50
Fairview - restroom & concession	-	-	-	-	-	0.50	0.50
Asphalt Pump Track at Binkley Park	-	-	-	-	-	0.40	0.40
Shark Tooth Park	-	-	-	-	-	0.20	0.20
Master Plan Trail Construction	-	-	-	-	-	0.80	0.80
Total Parks	-	-	5.00	-	-	4.70	9.70
Drainage							
Hills of Sherman upsized detention	-	-	-	-	-	0.50	0.50
Totals	$ 6.90	$ 18.80	$ 19.20	$ 20.00	$ 30.00	$ 82.90	$ 177.80

GENERAL FUND	Actual FY 2022	Projection FY 2023	Projection FY 2024	Projection FY 2025	Projection FY 2026	Projection FY 2027
Beginning Fund Balance	$ 13,004,657	$ 14,194,691	$ 14,566,831	$ 14,001,019	$ 17,978,059	$ 16,602,216
Sales Tax	22,039,000	26,773,846	29,451,231	32,396,354	35,635,989	39,199,588
Street Sales Tax	1,836,000	2,231,154	2,454,269	2,699,696	2,969,666	3,266,633
Property Tax Rev	11,943,615	12,313,800	13,645,800	20,848,800	21,302,800	22,430,800
Franchise & Other Taxes	3,311,334	3,415,000	3,415,000	3,415,000	3,415,000	3,415,000
Ambulance	1,669,394	1,402,400	1,402,400	1,402,400	1,402,400	1,402,400
Transfers	3,358,139	4,452,033	4,279,000	4,558,000	4,857,000	5,177,000
Interest	(641,433)	142,410	142,410	142,410	142,410	142,410
SEDCO	194,407	157,482	558,000	558,000	558,000	558,000
CARES/ARPA/Grants	7,000	-				
Other Revenue	5,372,436	5,116,035	5,371,837	5,640,429	5,922,450	6,218,573
Total Revenues	49,089,892	56,004,160	60,719,947	71,661,089	76,205,715	81,810,403
Personnel	32,939,438	37,132,590	39,361,000	41,723,000	45,246,000	48,981,000
Premium Pay	1,037,725	-	-	-	-	-
New Positions	-	-	-	1,000,000	1,000,000	1,000,000
Other Expenditures	10,497,800	15,311,526	16,077,000	16,881,000	17,725,000	18,611,000
Street Repairs	616,902	140,774	140,774	140,774	140,774	140,774
Capital Expenses	639,005	1,913,145	1,498,000	1,319,000	3,079,000	1,591,000
Debt Service (Leases)	758,988	758,985	758,985	470,274	90,782	-
Transfers	1,410,000	375,000	-	-	-	-
Additional Debt Service *		-	3,450,000	6,150,000	10,300,000	10,300,000
Total Expenditures	47,899,858	55,632,020	61,285,759	67,684,049	77,581,558	80,623,777
Excess (Deficit)	1,190,034	372,140	(565,812)	3,977,040	(1,375,843)	1,186,626
Ending Fund Balance	$ 14,194,691	$ 14,566,831	$ 14,001,019	$ 17,978,059	$ 16,602,216	$ 17,788,842
Days in Fund Balance	108	96	83	97	78	81
Calculated Property Tax Ra	0.48900	0.46993	0.51477	0.51224	0.59558	0.53047
Estimated Adopted Rate	0.48900	0.46993	0.48900	0.48900	0.48900	0.48900
Debt Rate	0.1834	0.2046	0.2246	0.1973	0.2287	0.2253
Operating (M&O) Rate	0.3056	0.2654	0.2644	0.2917	0.2603	0.2637
** New Debt in Millions*			$ 82.9	40	30	

Major Potential Tax-Backed Projects

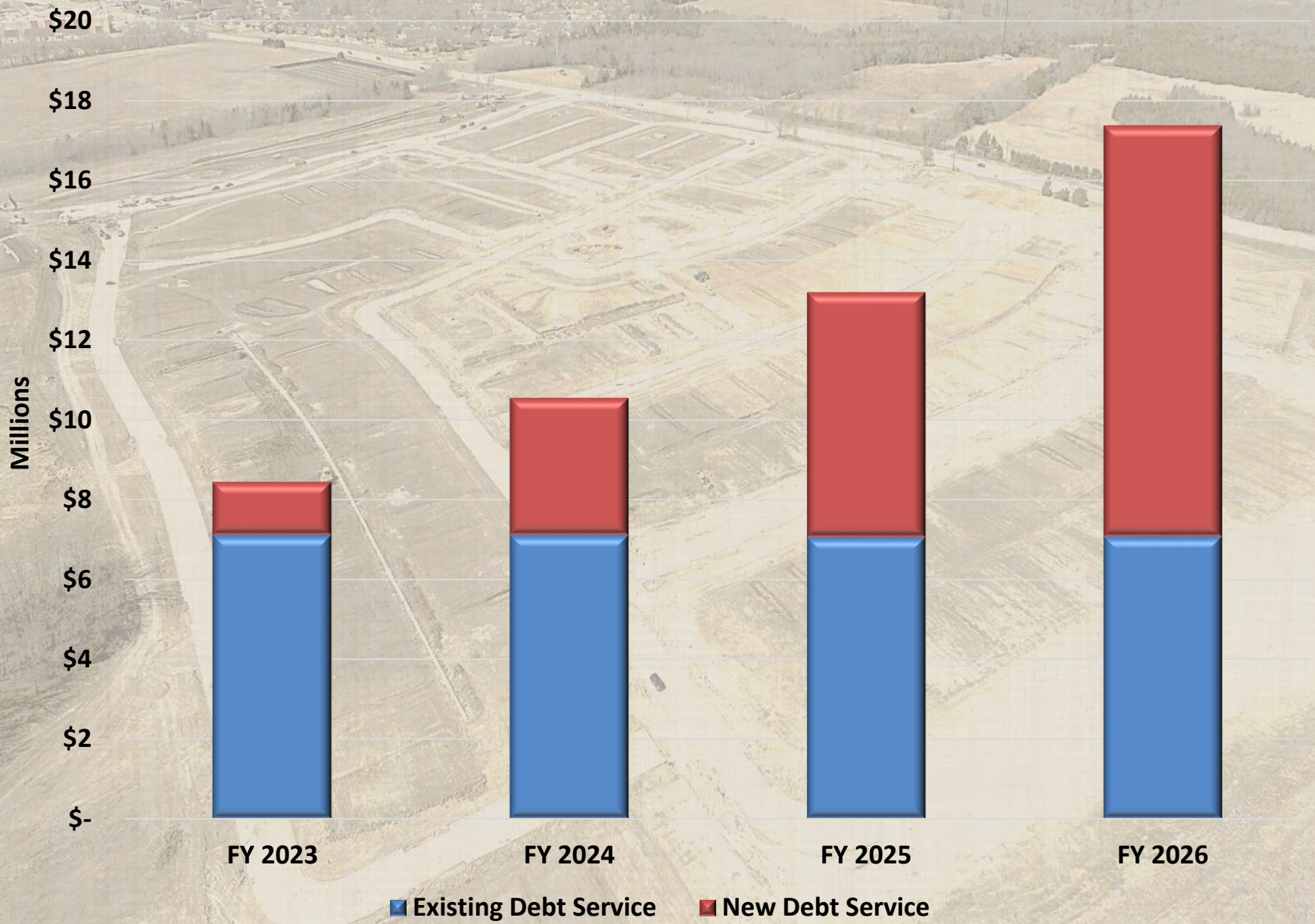
- <u>Streets – (Large Projects only) $116M</u>
  - Planned Developments
    - Bel Air Phase II - $9M
    - Heritage Ranch - $5M
    - Hickory Hill - $6M
  - TxDOT
    - US75 (Texoma Pkwy to US82, US82 to 691)- $13M
    - FM1417 - $8M
    - US82 (west-bound ramp at Plainview) $5M
  - Shepherd Rd - $12M
  - Friendship Rd - $11M
  - Interurban Parkway - $35M (Bridge = $20M)
  - Progress/Flanary - $7M (Debt Svc paid by SEDCO)
  - Moore Street - $5M

Major Potential Tax-Backed Projects

- Parks – (Large Projects only) $33M
  - Shark-tooth Park - $5M
  - Regional Park (5) spending in lieu of Rec Center - $10M
  - Trails - $??M
  - Splash $10M
  - New regional park - $8M

- Facilities - $55M
  - City Hall - $30M
  - Public Works Facility – $20M
  - Central Fire Station - $5M

Tax-backed Debt Service



Other Challenges

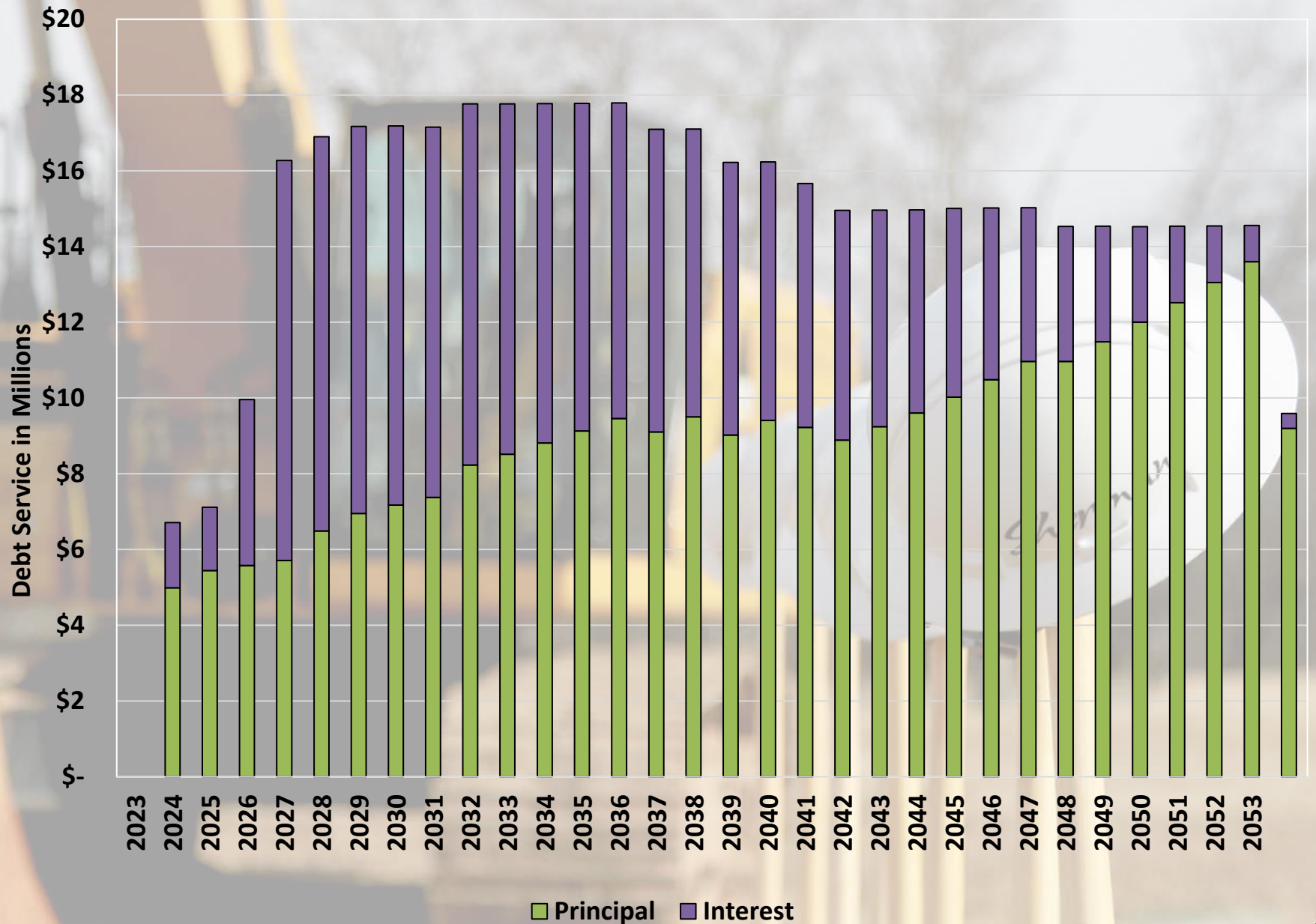
- Texas HB 1489 – Relating to issuance of Certificates of Obligation (CO's)
  - Allowed only for certain things and in limited situations:
    - Uses: Roads, bridges, parking structures, parks, telecom/IT, cybersecurity, Utility stuff
    - Acceptable Reasons: Comply w/ Federal or State law, public health emergency or natural disaster, or Court requirement
  - Otherwise, must have voter-approval (just like General Obligation Bonds)
  - Effective date if passed 9/1/23
  - Could be a "mad-dash" this summer by municipalities, which would drive rates up

Utility Supported Debt

GTUA Contractual Debt Outstanding - Current

Fiscal Year	Water Principal	Water Interest	Sewer Principal	Sewer Interest	Total Principal	Total Interest	Total
2023	2,703,041	798,273	2,284,959	923,977	4,988,000	1,722,250	6,710,250
2024	3,094,347	795,839	2,350,133	876,153	5,444,480	1,671,993	7,116,473
2025	3,113,053	3,262,533	2,462,907	1,119,453	5,575,960	4,381,986	9,957,946
2026	3,175,154	7,555,509	2,532,286	3,007,972	5,707,440	10,563,481	16,270,921
2027	3,617,610	7,477,672	2,871,310	2,932,318	6,488,920	10,409,989	16,898,909
2028	4,148,171	7,379,200	2,802,229	2,842,762	6,950,400	10,221,962	17,172,362
2029	4,274,240	7,255,389	2,897,640	2,756,247	7,171,880	10,011,637	17,183,517
2030	4,695,350	7,115,207	2,680,610	2,659,745	7,375,960	9,774,953	17,150,913
2031	5,187,966	6,954,420	3,042,034	2,578,503	8,230,000	9,532,924	17,762,924
2032	5,422,108	6,766,982	3,092,892	2,482,787	8,515,000	9,249,770	17,764,770
2033	5,758,506	6,572,735	3,051,494	2,388,107	8,810,000	8,960,843	17,770,843
2034	6,040,500	6,362,304	3,084,500	2,293,879	9,125,000	8,656,183	17,781,183
2035	6,513,950	6,136,085	2,946,050	2,195,566	9,460,000	8,331,650	17,791,650
2036	6,134,750	5,886,665	2,970,250	2,099,447	9,105,000	7,986,112	17,091,112
2037	6,423,800	5,608,605	3,076,200	1,994,607	9,500,000	7,603,212	17,103,212
2038	6,063,000	5,315,642	2,957,000	1,883,755	9,020,000	7,199,397	16,219,397
2039	6,337,450	5,048,252	3,067,550	1,778,933	9,405,000	6,827,185	16,232,185
2040	6,339,950	4,769,268	2,885,050	1,671,885	9,225,000	6,441,153	15,666,153
2041	6,605,600	4,496,544	2,279,400	1,570,956	8,885,000	6,067,500	14,952,500
2042	6,870,700	4,237,540	2,369,300	1,483,560	9,240,000	5,721,100	14,961,100
2043	7,143,550	3,968,048	2,461,450	1,392,652	9,605,000	5,360,700	14,965,700
2044	7,451,750	3,687,418	2,568,250	1,297,895	10,020,000	4,985,313	15,005,313
2045	7,796,150	3,352,719	2,688,850	1,180,144	10,485,000	4,532,863	15,017,863
2046	8,150,900	3,002,214	2,814,100	1,056,686	10,965,000	4,058,900	15,023,900
2047	8,232,250	2,635,386	2,732,750	927,289	10,965,000	3,562,675	14,527,675
2048	8,618,250	2,257,485	2,866,750	796,140	11,485,000	3,053,625	14,538,625
2049	9,001,650	1,861,661	2,998,350	658,514	12,000,000	2,520,175	14,520,175
2050	9,386,750	1,488,217	3,128,250	532,570	12,515,000	2,020,788	14,535,788
2051	9,783,050	1,098,784	3,261,950	401,167	13,045,000	1,499,950	14,544,950
2052	10,197,450	692,894	3,402,550	264,144	13,600,000	957,038	14,557,038
2053	6,348,000	269,790	2,852,000	121,210	9,200,000	391,000	9,591,000
	$ 194,628,995	$ 134,109,282	$ 87,479,045	$ 50,169,021	$ 282,108,040	$ 184,278,303	$ 466,386,343

GTUA Contractual Debt Outstanding - Current



Utility Fund Projections

Volume Water Rate	$3.37	$3.47	$3.57	$3.68	$3.79	$4.06
Volume Sewer Rate	$3.69	$3.95	$4.23	$4.52	$4.84	$5.18

UTILITY FUND	Actual FY 2022	Projected FY 2023	Projected FY 2024	Projected FY 2025	Projected FY 2026	Projected FY 2027
Total Revenues	26,727,659	27,506,574	28,916,335	32,469,870	36,331,085	46,525,753
SEDCO Contribution	-	-	1,000,000	1,000,000	1,000,000	1,000,000
General Fund Transfers		-	-	-	-	3,500,000
Impact Fees		-	-	1,100,000	1,100,000	1,100,000
Personnel	6,626,000	7,957,960	8,197,000	8,443,000	8,696,000	8,957,000
Premium Pay	181,680					
Other	7,488,320	9,894,019	10,390,000	10,910,000	11,460,000	11,690,000
Debt Service	6,982,669	6,904,780	7,311,004	10,152,477	29,005,764	43,724,678
Capital Outlay	800,000	1,193,561	1,235,000	1,235,000	1,235,000	1,235,000
Transfers	2,426,000	2,775,000	3,277,000	3,526,000	3,794,000	4,082,000
Total Expenditures	24,504,669	28,725,320	30,410,004	34,266,477	54,190,764	69,688,678
Excess (Deficit)	2,222,990	(1,218,746)	(493,668)	303,393	(15,759,679)	(17,562,925)
Ending Fund Balance	$ 6,537,172	$ 5,318,426	$ 4,824,758	$ 5,128,150	$ (10,631,529)	$ (28,194,454)

Detailed Project List – Sewer Collection

City of Sherman
GTUA Project List
As of 4/13/2023

Budgeted Amounts		Funding					
Type	**Project Name**	**2023 OM**	**2023A**	**2024 OM**	**2025 OM**	**2026 OM**	**Grand Total**
Sewer Collection	42" SS replacement of 24" SS line West of IT Design			570,000			570,000
	42" SS replacement of 24" SS line West of TI- Construction				4,700,000		4,700,000
	Crossroads Sewer for hospital			1,200,000			1,200,000
	Heritage Ranch gravity sewer	500,000					500,000
	Inverted siphon sewer line-Construction			500,000			500,000
	Post Oak Creek Sewer Phase I			2,400,000			2,400,000
	Post Oak Creek Sewer Phase I 25% Contingency			647,000			647,000
	Post Oak Creek Sewer Phase I Eng	404,800					404,800
	Post Oak Creek Sewer Phase II			1,300,000			1,300,000
	Post Oak Creek Sewer Phase II 25% Contingency			340,000			340,000
	Replace southside industrial sewer construction Phase I	5,700,000					5,700,000
	Replace southside industrial sewer construction Phase I Contingency						
	Sherman WTP Concentrate Discharge System Construction	7,000,000					7,000,000
	Sherman WTP Concentrate Discharge System Contingency	2,000,000					2,000,000
	Sherman WTP Concentrate Discharge System Design	890,300					890,300
	Southside Industrial Sewer Phase II			1,000,000			1,000,000
Sewer Collection Total		**16,495,100**		**7,957,000**	**4,700,000**		**29,152,100**

Detailed Project List – Sewer Treatment

City of Sherman
GTUA Project List
As of 4/13/2023

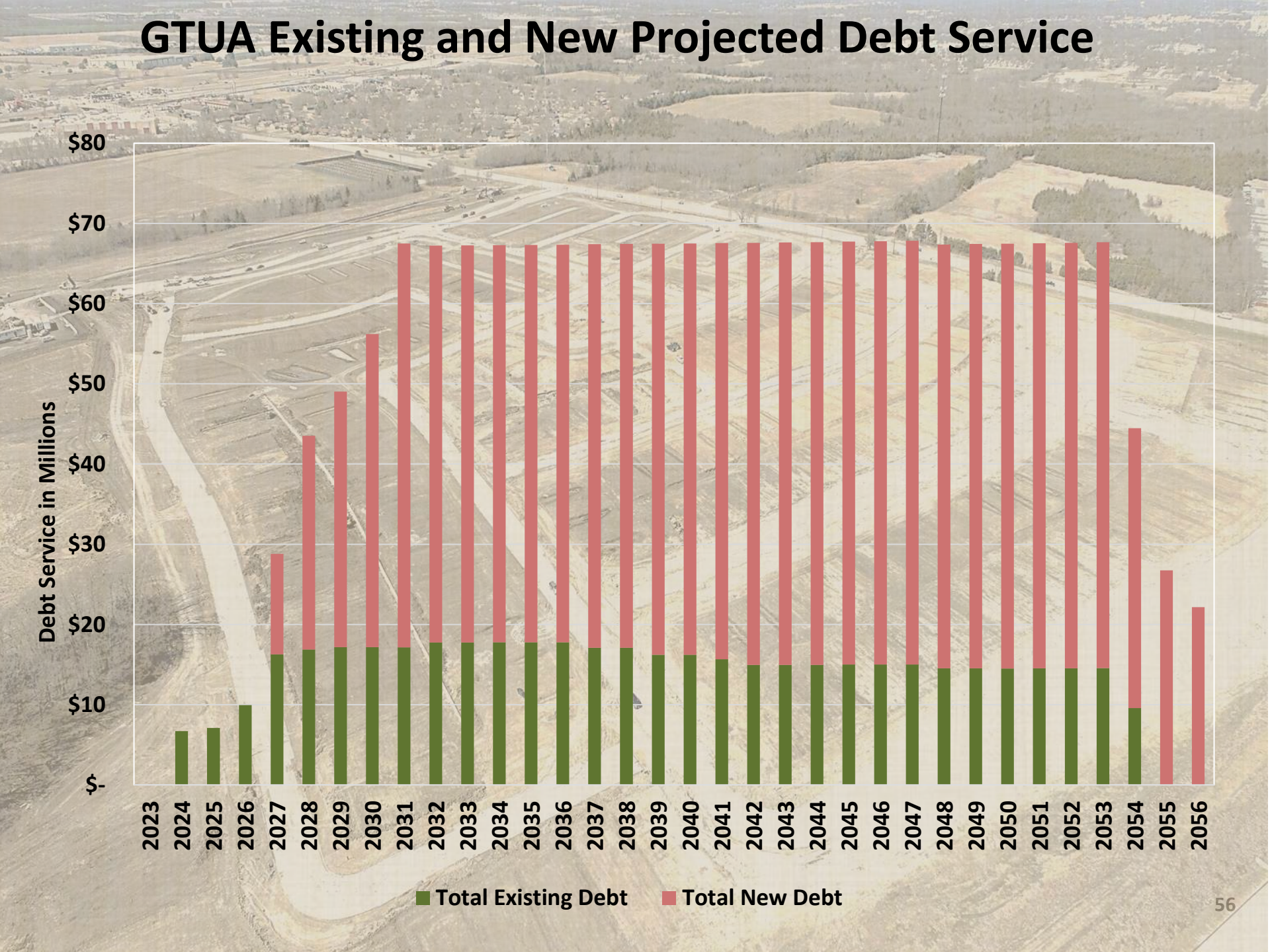
Budgeted Amounts		Funding					
Type	**Project Name**	**2023 OM**	**2023A**	**2024 OM**	**2025 OM**	**2026 OM**	**Grand Total**
Sewer Treatment	Lead & Copper Rule Revision (LCRR)-Eng	671,000					671,000
	Post Oak 4 MGD WWTP Improvements Construction				50,000,000		50,000,000
	Post Oak 4 MGD WWTP Improvements Design	11,369,931					11,369,931
	Post Oak 4 MGD WWTP Improvements Prepurchase			20,000,000			20,000,000
	Post Oak WWTP Electrical Improvements Construction			6,326,530			6,326,530
	Post Oak WWTP Electrical Improvements Contingency	1,468,500		1,897,959			3,366,459
	Post Oak WWTP Electrical Improvements Prepurchase	4,895,100					4,895,100
	Rehab Clarifier #3				1,120,000		1,120,000
	Rehab Main Digester Complex			500,000	7,300,000		7,800,000
	WWTP Industrial Exp - Eng & Construction		220,000,000				220,000,000
Sewer Treatment Total		**18,404,531**	**220,000,000**	**28,724,489**	**58,420,000**		**325,549,020**

Detailed Project List – Water Treatment & Distribution

City of Sherman
GTUA Project List
As of 4/13/2023

Budgeted Amounts		Funding					
Type	**Project Name**	**2023 OM**	**2023A**	**2024 OM**	**2025 OM**	**2026 OM**	**Grand Total**
Water & Sewer	Hickory Hill Utility Improvements Construction	2,016,649					2,016,649
	Hickory Hill Utility Improvements Engineering	102,344					102,344
Water & Sewer Total		**2,118,993**					**2,118,993**
Water Distribution	2 MG Elevated Storage Tank Construction			13,708,500			13,708,500
	2 MG Elevated Storage Tank Contingency			3,052,875			3,052,875
	36" West Sherman Water Main CMAR	11,033,300					11,033,300
	36" West Sherman Water Main Construction	37,116,171					37,116,171
	36" West Sherman Water Main Contingency Construction	9,470,000					9,470,000
	36" West Sherman Water Main Land Acquisition	11,112,500					11,112,500
	36" West Sherman Water Main Preconstruc Svc	588,698					588,698
	Bel Air Phase II (Legacy) Waterline	2,220,000					2,220,000
	Rehab Rex Cruse EST Construction	500,000					500,000
Water Distribution Total		**72,040,669**		**16,761,375**			**88,802,044**
Water Production	100 MG terminal storage reservoir Construction			30,000,000			30,000,000
	15 MGD WTP South (UF/RO) Construction					221,892,800	221,892,800
	15 MGD WTP South (UF/RO) Design	7,038,469					7,038,469
	Lake Texoma Backup Generator			1,600,000			1,600,000
	Lake Texoma Electrical Imp (Construction)			2,100,000			2,100,000
	LTPS Expansion 2023 Construction			10,544,400			10,544,400
	LTPS Expansion 2023 Contingency			1,896,600			1,896,600
	LTPS Expansion 2023 Design	977,500					977,500
	Rehab of conventional plant		25,000,000				25,000,000
Water Production Total		**8,015,969**	**25,000,000**	**46,141,000**		**221,892,800**	**301,049,769**
Grand Total		**117,075,262**	**245,000,000**	**99,583,864**	**63,120,000**	**221,892,800**	**746,671,926**

GTUA Existing and New Projected Debt Service



New Rate Structure?

City of Sherman

Water Rates
Monthly Meter Charge

5/8 or 3/4	$	24.91
1	$	49.14
1-1/2	$	98.74
2	$	168.22
3	$	366.74
4	$	644.62
6	$	1,438.67
8	$	2,550.30
10	$	3,979.54

Volume Charge (for each 1000 gal above 1500) $ 3.58

Sewer Rates

First 1500 gal	$	9.94
> 1500 gal	$	4.22

Maximum residential sewer gallons = 9,000

City of Richardson

Water Rates		
Monthly Minimum Meter Charge	**$**	**8.00**
		Rate per 1,000 gallons
Volume Charges		
0 - 11,000 gallons	**$**	**6.91**
11,001 - 20,000 gallons	**$**	**7.48**
20,001 - 40,000 gallons	**$**	**7.80**
40,001 - 60,000 gallons	**$**	**9.07**
60,001 and over	**$**	**9.49**
Sewer Rates		
Monthly Minimum Meter Charge	**$**	**8.00**
		Rate per 1,000 gallons
Volume Charges		
0 - 11,000 gallons	**$**	**4.92**
11,001 and over	**$**	**9.75**

Sherman Utility Accounts - Grouped by Consumption

	# of accounts	% of total accounts
Range 1 to 10,000	14,019	93.1%
Range 10,001 to 30,000	709	4.7%
Range 30,001 to 300,000	277	1.8%
Range 300,001 & up	52	0.3%
	15,057	

Debt Service Management Strategies

- Capitalized Interest
- Accumulating reserves
- Timing of debt issuances
- Separating debt issuances (2023A and 2023B)
- Utility rate structure changes
- Use of other revenues
  - Impact fees
  - SEDCO
  - Xfers between funds

Major Take-Aways thru 2030

- Significant Challenges in FY26-FY29
  - General Fund/Property Taxes
    - Debt Service for $150M +/- in new CO's will begin in FY24, big hits beginning in FY26
    - Accumulate higher reserves (120-150 days) to help smooth effects of revenue lag in General and Utility Funds
    - Adopting prior year rate – still below Voter-approved rate (adjusted)

    - Consider:
      - Every $8M in CIP projects = $.01 on tax rate
      - $150M in projects = $.19 on current tax base
      - So, we're proposing to fund projects NOT by adding $.19 to the rates, but holding to $.489, which means growth is paying for 100%

Major Take-Aways thru 2030

- Significant Challenges in FY26-FY29
  - Utility Fund
    - $500M - $700M projects in next 3 years (WTP, WWTP, distribution system)
    - Revenues come on after debt service starts, causing problems in FY26-FY29 especially
    - Consider graduated utility rate structure so that larger users pay greater share of cost (which is demand-driven)


FY2024 Workplan

Financial Expectations for FY2024 Budget

Financial Projections

- General Fund
  - Expect property tax values to be up $300M for new property added = $1.4M revenues for all funds
  - Can utilize unused increment to take tax rate back to $.489
  - Expect sales tax in lieu of property tax to max out A/V revenue cap of 3.5%, so any property tax revenue increase will be from new values (i.e., $500k)
  - Expect sales tax revenues to be up about $3M for 1) growth in base, 2) inflation, 3) TI construction activities & Global Wafers
  - Impact Fees, Engineering review fees, building permits up vs. FY23
  - **Continue to build reserves for weathering expected FY26-FY29 challenges**
- Utility Fund
  - Revenues – Existing Rate Structure vs. New Rate Structure
  - Expenses – Impact of additional debt service, net of capitalized interest
- Solid Waste Fund
  - Equipment and personnel for increased residential construction

Expected Rates and Fees – FY2024

- Property Tax Rates
  - Consider adjusted VAR to begin accumulating reserves and pay CO debt service
- Utility Rates
  - Possible rate structure change with volume-based increases for large users – to fund SIGNIFICANT WTP/WWTP projects in 2023-2026
- Solid Waste Rates
  - No expected rate changes?
  - Assumes annual TASWA distribution continues

Workplan Focus for FY2024

- Compensation and Personnel
  - Market adjustments/COLA in light of 6% inflation (DFW CPI)
  - Very few new positions for FY2024
  - Police and Fire Department focus on compensation plan
- Utility Operations
  - Build Reserves
  - Rate adjustment to cover operations
  - Continued utility system planning
- Facilities
  - New City Hall? (More at Budget Workshop)
  - Fire Station Central construction

Workplan Focus for FY2024

- Planning
  - Implement Utility Master Plan
- Streets
  - Renew Street Sales Tax (Nov 2023 election, 2024-2028)
- CIP/Capital Expenses
  - 2023-2026 CO bond package program
    - Streets
    - PD commitments
    - Parks
    - Central Fire Station
    - City Hall?
    - Major Utility projects

Workplan Focus for FY2024

- Utility System Enhancements – 3-focuses
  - Construction activities on:
    - WTP conventional plant renovations
    - 36” water pipeline to Blalock
    - WWTP industrial plant (and conventional plant upgrades?)
    - WTP Brine line
- Secure additional water rights – effluent discharge into Texoma?
- Utility Operations
  - Build Reserves
  - Year 3 of major debt issuance (via GTUA)

Workplan Focus for FY2024

- Growth and Development
  - Bel Air – Phase II
  - Sherman Crossroads continued buildout
  - Heritage Ranch – Phase I
  - Hickory Hill PD
  - Pecan Grove PD (new)
- Cleaning up the City
  - Residential and commercial focus
  - Multi-family/motel focus

Council Input for FY24

- Plyler – CO Bond issuance, Animal Control building, take care of employees
- Holland – Parks (various), youth sports, specific operational
- Teamann – Parks (esp trails and connectivity)
- Stevenson – Downtown, operational responsiveness
- Howeth – Downtown various - (e.g., dedicated econ dev personnel, décor),
- Marroquin – Downtown (restaurants), Parks, specific operational
- Dobbs – Road improvements, quality residential development

CALENDAR

April 20, 2023	Budget Planning Meeting
May 5-10, 2023	Management budget reviews
May 25, 2023	CIP Council Workshop
June 15-16, 2023	Budget Workshop
August 7, 2023	Draft Budget to Council
August 21, 2023	Budget Ordinance adopted

Direction and Final Questions for Workshop Preparation

Utility rate structure change to volume-based?

Property tax rate increased to below *adjusted* VAR?

2023 CO Issuance:

- Pursue early (May)?
- More parks $$?
- Other adds/deducts?

STATE OF TEXAS §

May 15, 2023

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on May 15, 2023.

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

MEMBERS ABSENT: **NONE.**

CALL TO ORDER — **CALL TO ORDER**

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

APPROVE MINUTES — **APPROVE MINUTES**

The Council reviewed the Minutes of the Called City Council Meeting of April 19, 2022, the Called City Council Meeting of May 26, 2022, the Called City Council Meeting of June 7, 2022, the Called City Council Meeting of June 16, 2022, the Called City Council Meeting of September 22, 2022, and the Regular City Council Meeting of May 1, 2023. Deputy Mayor Stevenson moved to approve the Minutes, as presented; Second by Council Member Holland; All present voted AYE.
MOTION CARRIED.

SPECIAL PRESENTATION

RECOGNIZING THE HEROIC, LIFE SAVING EFFORTS OF SHERMAN POLICE OFFICERS KARA PETERS AND TYLER CARROLL — **LIFE SAVING EFFORTS BY POLICE OFFICERS**

Jason Jeffcoat, Police Chief, recognized Police Officers Kara Peters and Tyler Carroll, for going above and beyond with lifesaving efforts. On January 22, 2023, a female was found unresponsive in her car. After administering doses of Narcan and administering CPR, the victim was resuscitated and Sherman Fire transported her to the hospital for further treatment. Both officers received the "Life Saving Award."

PROCLAMATION

"MENTAL HEALTH AWARENESS MONTH" -- MAY 2023 — **MENTAL HEALTH AWARENESS MONTH (MAY 2023)**

Mayor Plyler presented a proclamation to Brett Smith, Tim Millerick, Gail Utter, and Sylvia Cave, members of the Texoma Behavioral Health Leadership Team, designating May 2023 as "Mental Health Awareness Month."

CITIZEN'S COMMENTS

REPLAT FOR STONEWOOD ESTATES, 320 AND 328 ARAPAHO WEST TRAIL — **REPLAT FOR STONEWOOD ESTATES (320 & 328 ARAPAHO WEST)**

Mitzi Wineinger, 216 Arapaho West, said she attended the Planning and Zoning Meeting where the Replat for Stonewood Estates was originally discussed. Several neighbors expressed concern about

the lots in the Replat and how "skinny" they would be for the neighborhood. They also have restrictive covenants in that development. At the P&Z Meeting, they were told the Replat met the "minimum zone requirements" and could not be denied.

She later saw a Herald Democrat newspaper article on a Washington Street development that was denied because of the same reasons. She asked why one Replat was denied and the other could not be denied.

REPLAT FOR STONEWOOD ESTATES, 320 AND 328 ARAPAHO WEST TRAIL

REPLAT FOR STONEWOOD ESTATES (320 & 328 ARAPAHO WEST)

Ben Crouse, 920 Brown Road, is also the owner of Ben Crouse, LLC, owner of the property. He explained that the lots are one-third acre, which is larger than most lots in that area. There was a Home Owners Association in Stonewood Estates, that is no longer in existence.

REPLAT FOR STONEWOOD ESTATES, 320 AND 328 ARAPAHO WEST TRAIL

REPLAT FOR STONEWOOD ESTATES (320 & 328 ARAPAHO WEST)

Ms. Wineinger said she has a copy of the covenant, and it doesn't expire for 30 years, but it is set up to automatically renew every 10 years. She said all the requirements are still in place.

CONSENT AGENDA

CONSENT AGENDA

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

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

CONSENT AGENDA

CONSENT AGENDA

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

Council Member Teamann asked to remove Item H-7, entitled "Replat for Stonewood Estates," from the Consent Agenda, for discussion in its regular order of business.

The Council reviewed the Consent Agenda. Council Member Teamann moved to approve the Consent Agenda, except for Item H-7, subject to the Staff Review Letter. Item H-7 will be considered in its regular order of business. Second by Council Member Dobbs. All present voted AYE.

REPLAT FOR STONEWOOD ESTATES BLOCK 1, LOTS 21 & 22 AND PART OF LOTS 20 & 23, CONSISTING OF 1.136 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT 763, BEING PART OF LOT 23, ALL OF LOTS 21 AND 22, AND A PORTION OF LOT 20 IN BLOCK ONE OF THE REPLAT OF LOTS 20 THROUGH 29, BLOCK ONE AND ALL OF BLOCK FOUR STONEWOOD ESTATES AND CURRENTLY

APPROVE REPLAT STONEWOOD ESTATES (320 & 328 ARAPAHO WEST TRAIL)

ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; BEN CROUSE, LLC, OWNER; PRESTON TRAIL LAND SURVEYING, SURVEYOR (320 & 328 ARAPAHO WEST TRAIL)

Council Member Teamann asked to remove Item H-7 for discussion in its regular order of business.

He explained that this was a Site Plan change. The land is zoned SF-6, (Single-Family), with 60-foot lots. The Council can't legally deny a Site Plan change, as long as it follows all the current ordinances for SF-6. The difference in the other item mentioned was that it was an actual Zone Change SF-6 to an R-5, and that is allowable to be denied.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to approve the Replat for Stonewood Estates, subject to the Staff Review Letter, as presented. Second by Council Member Dobbs.

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

VOTING NAY: None.

MOTION CARRIED, SUBJECT TO THE STAFF REVIEW LETTER.

Mayor Plyler asked that the captions of Ordinances No. 6590 and 6591 be ready together.

Mayor Plyler introduced Ordinance No. 6590 and called for a public hearing:

ORD 6590 ANNEXATION CITY OF SHERMAN EAST STREET PROPERTY

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX AN AREA OF LAND CONSISTING OF APPROXIMATELY 78 ACRES GENERALLY LOCATED NORTH OF POST OAK CREEK, SOUTH OF THREE OAKS, PHASE II, AND ALONG THE BURLINGTON SANTA FE RAILROAD, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION, ON APPLICATION OF THE LANDOWNER; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE SUBJECT AREA OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF THE CITY OF SHERMAN AND SHALL BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREINAFTER ADOPTED; AUTHORIZING EXECUTION OF THE ANNEXATION SERVICE PLAN AGREEMENT; PROVIDING FOR A PENALTY FOR A VIOLATION OF THIS ORDINANCE AND SHERMAN'S GENERAL ZONING ORDINANCE, ORDINANCE NO. 2280. PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

Mayor Plyler introduced Ordinance No. 6591 and called for a public hearing:

ORD 6591 ANNEXATION THREE OAKS PHASE III

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX AN AREA OF LAND CONSISTING OF APPROXIMATELY 25.08 ACRES GENERALLY LOCATED NORTH OF POST OAK CREEK, EAST OF U.S. HIGHWAY 75 AND SOUTH OF THREE OAKS, PHASE II, ADJACENT TO THE SHERMAN CITY

LIMITS AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION, ON APPLICATION OF THE LANDOWNER; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE SUBJECT AREA OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF THE CITY OF SHERMAN AND SHALL BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREINAFTER ADOPTED; AUTHORIZING EXECUTION OF THE ANNEXATION SERVICE PLAN AGREEMENT; PROVIDING FOR A PENALTY FOR A VIOLATION OF THIS ORDINANCE AND SHERMAN'S GENERAL ZONING ORDINANCE, ORDINANCE NO. 2280; PROVIDING A SAVINGS/ REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

Clint Philpott, Assistant City Manager, said both properties are adjacent to each other, and south of Park Street, between South Travis Street and the Railroad.

The first property is owned by the City and will be used for open space and park space on the south end of Sherman. The second property is part of Phase 1 and 2 of Three Oaks Development.

No citizens appeared before the City Council to discuss Ordinance Nos. 6590 and 6591.

Mayor Plyler introduced Ordinance No. 6592 and called for a public hearing:

ORD 6592 ABANDON ROW HERITAGE RANCH

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING A PORTION OF DEDICATED RIGHT OF WAY IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A-2" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, SAID RIGHT OF WAY BEING ESTABLISHED IN INSTRUMENT NUMBER 2022-15606 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS.

Wayne Lee, Director of Engineering, said this will abandon a strip of right-of-way that lies outside of the Heritage Ranch Planned Development, in order to extend and align Murphy Lane.

He added that Agenda Item G-4, later in the meeting, will acquire some additional right-of-way for the alignment.

No citizens appeared before the City Council to discuss Ordinance No. 6592.

Mayor Plyler introduced Ordinance No. 6593 and called for a public hearing:

ORD 6593 ZONE CHANGE (1013 S. FIRST ST)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.169 ACRES, BEING A PART OF THE GEORGE PILANT SURVEY, ABSTRACT NO. 963 AND BEING THE SOUTH 25 FEET OF LOT 3 AND THE NORTH 27.5 FEET

OF LOT 4, BLOCK 2 OF W.D. FITCH ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1013 SOUTH FIRST STREET, HERETOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN AN R-5 (SINGLE-FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, (JASON EARNHART, EARNHARTBUILT, LLC, OWNER AND COPLEY LAND SURVEYING, INC., SURVEYOR); PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Rob Rae, Director of Development Services, said this item is to rezone to construct a Single-Family home. The Planning and Zoning Commission recommended approval of the Zone Change, which does conform to the City's Master Plan.

<u>Jonathan Earnhart, 110 S. Houston, Denison</u>
Mr. Earnhart appeared representing the applicant, and said they would like to plat the property into one lot for residential development. He was available if the Council had any questions.

No other citizens appeared before the City Council to discuss Ordinance No. 6593.

ORD 6594 SUP FOR AUTO REPAIR (4613 N. FM 1417)

Mayor Plyler introduced Ordinance No. 6594 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14 AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AN AUTOMOBILE REPAIR, BODY WORK, OR PAINTING AND BOAT/RECREATIONAL VEHICLE (RV) RENTAL, STORAGE, AND REPAIR IN A C-2 (RETAIL BUSINESS) DISTRICT, LOCATED AT 4613 NORTH FM 1417, BUILDING #200 AND #300 (HERITAGE PARKWAY), CONSISTING OF 20.45 ACRES, BEING A PART OF THE ALFRED HUME SURVEY, ABSTRACT NO. 522, THE BENJAMIN J. HUTSON SURVEY, ABSTRACT NO. 496 AND THE JAMES L. ATCHISON SURVEY, ABSTRACT NO. 21, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (KELSON COMMERCIAL PROPERTIES, OWNER; ANNIE BURDETTE, CLEAR EDGE AUTO & MARINE, REPRESENTATIVE; AND UNDERWOOD DRAFTING & SURVEYING, INC., SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said this item was for a Specific Use Permit to allow an auto and boat repair shop at this location. It is an existing structure that is currently being used as a pool company.

The Planning and Zoning Commission recommended approval of this item, with the condition that it be tied to the applicant, Clear Edge Auto & Marine, and that it shall expire in one year, at which time they will be required to renew it. The request is compatible with the City's Master Plan.

Brett Burdette, 1319 Preston Drive
Mr. Burdette is the applicant and was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6594.

Mayor Plyler introduced Ordinance No. 6595 and called for a public hearing:

ORD 6595
ZONE CHANGE
(208 W. McLAIN ST)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, CONSISTING OF 0.233 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 AND BEING ALL OF LOT 1 OF BEALL AND STANLEY ADDITION ALSO BEING LOT 2, POLANI ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 208 WEST McLAIN STREET, HERETOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-2F (DUPLEX RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, (MUHAMMED POLANI, LOXDON GROUP, INC., OWNERS; AND UNDERWOOD DRAFTING & SURVEYING, INC., SURVEYOR); PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said this Zone Change is for a R-6 to a R-2F (Duplex Residential) Zoning Classification. The applicant would like to Replat the property into two lots. There is currently a Single-Family home on one of the lots, and they would like to build two units on the other lot, that is currently vacant.

The Planning and Zoning Commission recommended approval of the Zone Change, which does conform to the City's Master Plan.

Muhammed Polani, 3645 Capston Lane, Plano, Texas
Mr. Polani appeared representing the applicant, and was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6595.

Mayor Plyler introduced Ordinance No. 6596 and called for a public hearing:

ORD 6596
ZONE CHANGE
(2450 N. FRISCO RD)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 3.896 ACRES BEING PART OF THE G.W. McGLOTHLIN SURVEY, ABSTRACT NO. 827 AND THE S. McGLOTHLIN SURVEY, ABSTRACT NO. 808, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2450 NORTH FRISCO ROAD, HERETOFORE ZONED C-2 (GENERAL COMMERCIAL) DISTRICT AND R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-2 (GENERAL COMMERCIAL) DISTRICT ZONING CLASSIFICATION, (USOW, LLC, OWNERS; KENT HUGHLETT (REPRESENTATIVE); AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING A

PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said this item is for a Zone Change from a R-6 to a C-2. In 2020, the owner received a Zone Change on the bottom part of this property, and was later able to acquire this portion. They would now like to include this additional portion in the development. If approved, the entire site would be zoned C-2.

The Planning and Zoning Commission recommended approval of the Zone Change, which does conform to the City's Master Plan.

No citizens appeared before the City Council to discuss Ordinance No. 6596.

The Public Hearing was closed.

Ordinance 6590

ORD 6590 ANNEXATION CITY OF SHERMAN EAST STREET PROPERTY

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX AN AREA OF LAND CONSISTING OF APPROXIMATELY 78 ACRES GENERALLY LOCATED NORTH OF POST OAK CREEK, SOUTH OF THREE OAKS, PHASE II, AND ALONG THE BURLINGTON SANTA FE RAILROAD, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION, ON APPLICATION OF THE LANDOWNER; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE SUBJECT AREA OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZNES OF THE CITY OF SHERMAN AND SHALL BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREINAFTER ADOPTED; AUTHORIZING EXECUTION OF THE ANNEXATION SERVICE PLAN AGREEMENT; PROVIDING FOR A PENALTY FOR A VIOLATION OF THIS ORDINANCE AND SHERMAN'S GENERAL ZONING ORDINANCE, ORDINANCE NO. 2280. PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

Ordinance 6591

ORD 6591 ANNEXATION THREE OAKS PHASE III

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX AN AREA OF LAND CONSISTING OF APPROXIMATELY 25.08 ACRES GENERALLY LOCATED NORTH OF POST OAK CREEK, EAST OF U.S. HIGHWAY 75 AND SOUTH OF THREE OAKS, PHASE II, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION, ON APPLICATION OF THE LANDOWNER; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE SUBJECT ARE OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF THE CITY OF SHERMAN AND SHALL BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREINAFTER ADOPTED; AUTHORIZING EXECUTION OF THE ANNEXATION SERVICE PLAN AGREEMENT; PROVIDING FOR A PENALTY FOR A VIOLATION OF

THIS ORDINANCE AND SHERMAN'S GENERAL ZONING ORDINANCE, ORDINANCE NO. 2280; PROVIDING A SAVINGS/ REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

Ordinance 6592 — **ORD 6592 ABANDON ROW HERITAGE RANCH**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING A PORTION OF DEDICATED RIGHT OF WAY IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A-2" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, SAID RIGHT OF WAY BEING ESTABLISHED IN INSTRUMENT NUMBER 2022-15606 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS.

Ordinance 6593 — **ORD 6593 ZONE CHANGE (1013 S. FIRST ST)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.169 ACRES, BEING A PART OF THE GEORGE PILANT SURVEY, ABSTRACT NO. 963 AND BEING THE SOUTH 25 FEET OF LOT 3 AND THE NORTH 27.5 FEET OF LOT 4, BLOCK 2 OF W.D. FITCH ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1013 SOUTH FIRST STREET, HERETOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN AN R-5 (SINGLE-FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, (JASON EARNHART, EARNHARTBUILT, LLC, OWNER AND COPLEY LAND SURVEYING, INC., SURVEYOR); PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Council Member Howeth commended the owner for the "unusual roof line" they are currently building on a property.

Ordinance 6594 — **ORD 6594 SUP FOR AUTO REPAIR (4613 N. FM 1417)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14 AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AN AUTOMOBILE REPAIR, BODY WORK, OR PAINTING AND BOAT/RECREATIONAL VEHICLE (RV) RENTAL, STORAGE, AND REPAIR IN A C-2 (RETAIL BUSINESS) DISTRICT, LOCATED AT 4613 NORTH FM 1417, BUILDING #200 AND #300 (HERITAGE PARKWAY), CONSISTING OF 20.45 ACRES, BEING A PART OF THE ALFRED HUME SURVEY, ABSTRACT NO. 522, THE BENJAMIN J. HUTSON SURVEY, ABSTRACT NO. 496 AND THE JAMES L. ATCHISON SURVEY, ABSTRACT NO. 21, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (KELSON COMMERCIAL PROPERTIES, OWNER; ANNIE BURDETTE, CLEAR EDGE AUTO & MARINE, REPRESENTATIVE; AND UNDERWOOD DRAFTING & SURVEYING, INC., SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING

A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Ordinance 6595 — **ORD 6595 ZONE CHANGE (208 W. McLAIN ST)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND, CONSISTING OF 0.233 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 AND BEING ALL OF LOT 1 OF BEALL AND STANLEY ADDITION ALSO BEING LOT 2, POLANI ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 208 WEST McLAIN STREET, HERETOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-2F (DUPLEX RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, (MUHAMMED POLANI, LOXDON GROUP, INC., OWNERS; AND UNDERWOOD DRAFTING & SURVEYING, INC., SURVEYOR); PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Ordinance 6596 — **ORD 6596 ZONE CHANGE (2450 N. FRISCO RD)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 3.896 ACRES BEING PART OF THE G.W. McGLOTHLIN SURVEY, ABSTRACT NO. 827 AND THE S. McGLOTHLIN SURVEY, ABSTRACT NO. 808, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2450 NORTH FRISCO ROAD, HERETOFORE ZONED C-2 (GENERAL COMMERCIAL) DISTRICT AND R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-2 (GENERAL COMMERCIAL) DISTRICT ZONING CLASSIFICATION, (USOW, LLC, OWNERS; KENT HUGHLETT (REPRESENTATIVE); AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to adopt Ordinance Nos. 6590, 6591, 6592, 6593, 6594, 6595, and 6596, as presented. Second by Council Member Teamann.

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

RESOLUTION NO. 7073 -- AUTHORIZING EXECUTION OF AN AGREEMENT WITH DAVID DOWNTAIN, D/B/A RP SHERMAN PROPERTIES II, LLC UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS AT 207 S. TRAVIS STREET — **RES 7073 DOWNTOWN BLDG IMPROVEMENT GRANT (207 S. TRAVIS ST)**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH DAVID DOWNTAIN, D/B/A RP SHERMAN

PROPERTIES II, LLC UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS TO 207 S. TRAVIS STREET.

Nate Strauch, Community and Support Services Manager, showed proposed changes to the façade of 207 S. Travis Street, the latest downtown project for David Downtain. Mr. Downtown has applied for the Downtown Building Improvement Grant for the renovations.

ACTION TAKEN.
Motion by Deputy Mayor Stevenson to approve Resolution No. 7073, as presented. Second by Council Member Dobbs.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RES 7074
36" WEST SHERMAN WATER MAIN PROJECT

RESOLUTION NO. 7074 -- APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD THE GUARANTEED MAXIMUM PRICE TWO (GMP 2.00) FOR GARNEY COMPANIES, INC. FOR THE 36-INCH WEST SHERMAN WATER MAIN PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD THE GUARANTEED MAXIMUM PRICE TWO (GMP 2.00) FOR GARNEY COMPANIES, INC. FOR THE 36-INCH WEST SHERMAN WATER MAIN.

Tom Pruitt, Utility Engineer, proposed to award the bid, in conjunction with the Greater Texoma Utility Authority, for the guaranteed maximum price for the 36-inch West Sherman Water Main project. Approval would allow Garney Companies, Inc., to begin some of the preliminary work on the project. Bid Package 3 should be done in May 2023, and Package 4, in August 2023.

ACTION TAKEN.
Motion by Council Member Howeth to approve Resolution No. 7074, as presented. Second by Deputy Mayor Stevenson.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RES 7075
NORTHWEST & SOUTHWEST TRANSMISSION PIPELINE

RESOLUTION NO. 7075 -- AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR DESIGN OF THE NORTHWEST AND SOUTHWEST TRANSMISSION PIPELINE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR DESIGN OF THE NORTHWEST AND SOUTHWEST TRANSMISSION PIPELINE.

Mr. Pruitt said this amendment to the Professional Services Agreement with Freese and Nichols, would add 2,250 liner feet of additional line on the south end of the waterline along Shepherd Drive. There were also some "special services" for the easement

documents, the Corps of Engineers, and archaeological investigation services. The elevated tank was also added to the additional services.

Council Member Teamann asked if that money was included in the contingency and was pre-budgeted. Robby Hefton, City Manager, said this was the engineering portion of the project. Mr. Pruitt said there was a contingency of $9.4 million.

ACTION TAKEN.
Motion by Deputy Mayor Stevenson to approve Resolution No. 7075, as presented. Second by Council Member Howeth.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RES 7076
ROW FOR HERITAGE RANCH PROJECT

RESOLUTION NO. 7076 -- AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO FINALIZE NEGOTIATIONS AND TO FINALIZE AND EXECUTE DOCUMENTS FOR THE ACQUISITION OF REAL PROPERTY AND LEGACY TITLE HOLDING CORPORATION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO FINALIZE NEGOTIATIONS AND TO FINALIZE AND EXECUTE DOCUMENTS FOR THE ACQUISITION OF REAL PROPERTY FROM LEGACY TITLE HOLDING CORPORATION.

Mr. Lee said this Resolution is associated with Agenda Item F-3, abandoning a portion of the right-of-way in proposed Heritage Ranch. This is the acquisition of additional right-of-way for the extension and realignment of Murphy Lane.

ACTION TAKEN.
Motion by Council Member Teamann to approve Resolution No. 7076, as presented. Second by Deputy Mayor Stevenson.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RES 7077
SOUTH SIDE INDUSTRIAL SEWER LINE, PHASE 1

RESOLUTION NO. 7077 -- AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH BELT CONSTRUCTION OF TEXAS, LLC BASED ON AN INVITATION TO BID FOR THE 2022 SOUTH SIDE INDUSTRIAL SEWER LINE, PHASE 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH BELT CONSTRUCTION OF TEXAS, LLC, BASED ON AN INVITATION TO BID FOR THE 2022 SOUTH SIDE INDUSTRIAL SEWER LINE, PHASE 1.

Mr. Pruitt said it was determined that the low bidder was capable and competent to complete the South Side Industrial Sewer Line. This will be Phase 1 of two phases. The bid is in budget, and is a 365-day contract.

ACTION TAKEN.

Motion by Deputy Mayor Stevenson to approve Resolution No. 7077, as presented. Second by Council Member Dobbs.

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

RESOLUTION NO. 7078 -- AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH CIVICPLUS, LLC, A KANSAS LIMITED LIABILITY COMPANY, FOR GOVERNMENT SOFTWARE SERVICES

RES 7078 GOVERNMENT SOFTWARE PROGRAM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH CIVICPLUS, LLC, A KANSAS LIMITED LIABILITY COMPANY, FOR GOVERNMENT SOFTWARE SERVICES.
CONSENT AGENDA.

RESOLUTION NO. 7079 -- AUTHORIZING THE PURCHASE OF TWO NEW 40YD FRONT LOAD TRUCKS FROM BOND EQUIPMENT COMPANY FOR THE SOLID WASTE DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)

RES 7079 SOLID WASTE DEPT FLEET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF TWO NEW 40YD FRONT LOAD TRUCKS FROM BOND EQUIPMENT COMPANY FOR THE SOLID WASTE DEPARTMENT THROUGH BUYBOARD.
CONSENT AGENDA.

OTHER BUSINESS

FINAL PLAT OF EARNHARTBUILT'S 12TH ADDITION, BEING A REPLAT OF THE SOUTH 25 FEET OF LOT 3 AND THE NORTH 27.5 FEET OF LOT 4, BLOCK 2 OF W.D. FITCH ADDITION, CONSISTING OF 0.169 ACRES, BEING A PART OF THE GEORGE PILANT SURVEY, ABSTRACT NO. 963 AND BEING THE SOUTH 25 FEET OF LOT 3 AND THE NORTH 27.5 FEET OF LOT 4, BLOCK 2 OF W.D. FITCH ADDITION AND CURRENTLY ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; JASON EARNHART, EARNHARTBUILT, LLC, OWNER AND COPLEY LAND SURVEYING, SURVEYOR (1013 SOUTH FIRST STREET)

APPROVE FINAL PLAT EARNHARTBUILT'S 12TH ADDITION (1013 S. FIRST ST)

Mr. Rae said this Final Plat is related to Agenda Item F-4, the Zone Change for 1013 South First Street, and needed to be considered after the Zone Change.

ACTION TAKEN.

Motion by Council Member Teamann to approve the Final Plat of Earnhartbuilt's 12th Addition, subject to the Staff Review Letter, as presented. Second by Deputy Mayor Stevenson.

VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED, SUBJECT TO THE STAFF REVIEW LETTER.

SHEPARD 1 TRINITY WELL REPAIRS

REPAIR AND REWORK OF THE SHEPARD 1 TRINITY WELL UNDER EMERGENCY DESIGNATION

Mr. Pruitt said the Shepard well went down and that made a total of four wells and the Ida Road Pump Station that are out of service, which is causing a shortage of groundwater. Because of that, this well will be repaired under the emergency designation, at a cost of $730,000, in 90 days.

ACTION TAKEN.

Motion by Council Member Howeth to approve the repair and rework of the Shepard 1 Trinity Well, under the emergency designation, as presented. Second by Council Member Holland.

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

DORCHESTER 9 TRINITY WELL REPAIRS

REPAIR AND REWORK OF THE DORCHESTER 9 TRINITY WELL UNDER EMERGENCY DESIGNATION

Mr. Pruitt said the Dorchester well is also down and really needed in service, as summer comes on. The contractor recommends complete rehabilitation, under the emergency designation, at a cost of $316,800, in 30 days.

Council Member Teamann said the water wells will be in greater demand in the future, and asked if the staff has considered bonding for repairs instead of taking it from the Utility Fund. Mr. Hefton said they are currently looking at the possibility of drilling other wells or ways to increase capacity. However, the lifecycle of the well repairs is only 10 to 15 years, and normally you would not bond for this length of repair. You might bond for drilling a new well.

ACTION TAKEN.

Motion by Council Member Teamann to approve the repair and rework of the Dorchester 9 Trinity Well, under the emergency designation, as presented. Second by Deputy Mayor Stevenson.

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

APPROVE FINAL PLAT GOINS ADDITION (122 N. LEE ST)

FINAL PLAT OF GOINS ADDITION, CONSISTING OF 0.293 ACRES IN THE G.B. PILANT SURVEY, ABSTRACT 963, AND CURRENTLY ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; CHARLES AND BRENDA GOINS, OWNER AND PRESTON TRAIL LAND SURVEYING, SURVEYOR (122 NORTH LEE STREET)

The City Council approved the Final Plat of Goins Addition, a 0.293-acre tract, located at 122 North Lee Street. The property is currently zoned R-6 (Single Family Residential) District. The owner would like to plat the property into one lot for residential development.

The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.
CONSENT AGENDA, SUBJECT TO THE STAFF REVIEW LETTER.

REPLAT FOR SHERMAN FIRE STATION #1 ADDITION, CONSISTING OF 1.137 ACRES IN THE SAMUEL BLAGG SURVEY, ABSTRACT 56, BEING A PART OF LOTS 1 AND 3, AND ALL OF LOTS 2, 4, AND 6, IN BLOCK 10 OF THE ORIGINAL TOWN PLAT AND CURRENTLY ZONED C-1 (RETAIL BUSINESS) DISTRICT; CITY OF SHERMAN, OWNER AND UNDERWOOD DRAFTING & SURVEYING, INC., SURVEYOR (318 SOUTH TRAVIS STREET)

APPROVE REPLAT SHERMAN FIRE STATION #1 ADDITION (318 S. TRAVIS ST)

The City Council approved the Replat of the Sherman Fire Station #1 Addition, a 1.137-acre tract, located at 318 South Travis Street. The property is currently zoned C-1 (Retail Business) District. The owner, the City of Sherman, would like to plat the property into one lot for commercial development.

The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.
CONSENT AGENDA, SUBJECT TO THE STAFF REVIEW LETTER.

FINAL PLAT OF SONOMA ACRES, LOTS 1, 2, 3, 4, BLOCK A, CONSISTING OF 5.001 ACRES IN THE ELIJAH N. DEAVER SURVEY, ABSTRACT 358 AND CURRENTLY ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; GERARDO SOLIS, SONOMA CONSTRUCTION, LLC, OWNER; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR (801 PLEASANT HOME ROAD)

APPROVE FINAL PLAT SONOMA ACRES (801 PLEASANT HOME RD)

The City Council approved the Final Plat of Sonoma Acres, a 5.001-acre tract, located at 801 Pleasant Home Road. The property is currently zoned R-6 (Single-Family Residential) District. The owner would like to plat the property into four lots for residential development.

The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.
CONSENT AGENDA, SUBJECT TO THE STAFF REVIEW LETTER.

REPLAT FOR GLOBALWAFERS AMERICA, LLC., CONSISTING OF 142.972 ACRES IN THE ELIZABETH JONES SURVEY ABSTRACT NO. 625, AND LOCATED IN THE BLALOCK INDUSTRIAL PARK PD (PLANNED DEVELOPMENT) DISTRICT/FM HIGHWAY 1417 OVERLAY DISTRICT; GLOBALWAFERS AMERICA, LLC, OWNER; KIMLEY-HORN AND ASSOCIATES, INC., SURVEYOR (3200 BLOCK NORTHGATE DRIVE)

APPROVE REPLAT GLOBALWAFERS AMERICA (3200 BLOCK NORTHGATE DR)

The City Council approved the Replat for GlobalWafers America, LLC., a 142.972-acre tract, located in the 3200 block of Northgate Drive. The property is currently located in the Blalock Industrial Park PD (Planned Development) District/FM Highway 1417 Overlay District. The owner would like to plat the property into one lot for commercial development.

The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.
CONSENT AGENDA, SUBJECT TO THE STAFF REVIEW LETTER.

FINAL PLAT OF SHERMAN PARK APARTMENTS, CONSISTING OF 32.580 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 AND CURRENTLY ZONED MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT; JUSTIN WEBB, SHERMAN PARKS APARTMENTS, LP, OWNER AND CALEB JONES, KIMLEY-HORN AND ASSOCIATES, SURVEYOR (1300-1500 WEST TAYLOR STREET)

APPROVE FINAL PLAT SHERMAN PARK APARTMENTS (1300-1500 W. TAYLOR ST)

The City Council approved the Final Plat of Sherman Park Apartments, a 32.580-acre tract, located at 1300 to 1500 West Taylor Street. The property is currently zoned MF-30 (Multi-Family Residential) District. The owner would like to plat the property into two lots for a multi-family development.

The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.
CONSENT AGENDA, SUBJECT TO THE STAFF REVIEW LETTER.

FINAL PLAT OF MORA ON FIRST ADDITION, CONSISTING OF 0.191 ACRES IN THE G.B. PILANT SURVEY, ABSTRACT NO. 963 AND CURRENTLY ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; M&G HOMEBUILDERS, OWNER AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR (620 AND 622 SOUTH FIRST STREET)

APPROVE FINAL PLAT MORA ON FIRST ADDITION (620 & 622 S. FIRST ST)

The City Council approved the Final Plat of Mora on First Addition, a 0.191 acre tract, located at 620 and 622 South First Street. The property was originally zoned R-6 (Single Family Residential) District. The City Council approved a Zone Change on March 20, 2023, to R-4 (Patio Home Residential) District. The owner would like to plat the property into two lots for residential development.

The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.
CONSENT AGENDA, SUBJECT TO THE STAFF REVIEW LETTER.

FINAL PLAT OF REDDY ADDITION, CONSISTING OF 14.644 ACRES OUT OF THE DAVID HARRISON SURVEY, ABSTRACT NO. 581, A.C. SMITH SURVEY, ABSTRACT 1561, W.S. THURMAN SURVEY, ABSTRACT NO. 1265 AND WILLIAM MILLIGAN SURVEY, ABSTRACT NO. 875 AND CURRENTLY ZONED C-2 (GENERAL COMMERCIAL) DISTRICT; HIMABINDU GOLLA TERRAIN LOT, LLC, OWNER AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR (6000 BLOCK NORTH HIGHWAY 75)

APPROVE FINAL PLAT REDDY ADDITION (6000 BLOCK N. HWY 75)

The City Council approved the Final Plat of Reddy Addition, a 14.644 acre tract, located in the 6000 block of North Highway 75. The property is currently zoned C-2 (General Commercial) District. The owner would like to plat the property into six lots for commercial development.

The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.
CONSENT AGENDA, SUBJECT TO THE STAFF REVIEW LETTER.

REPLAT FOR AARON'S ADDITION, CONSISTING OF 6.558 ACRES IN THE REUBEN HENDRIX SURVEY, ABSTRCT 504 AND BEING LOT 2, BLOCK 1, OF AARON'S ADDITION AND CURRENTLY ZONED MF-30 (MULTI-FAMILY RESIDENTIAL) DISTRICT; AVANT

APPROVE REPLAT AARON'S ADDITION (3012 TEXOMA PKWY)

CAPITAL, LLC, OWNER; HELVEY-WAGNER SURVEYING, INC., SURVEYOR (3012 TEXOMA PARKWAY)

The City Council approved the Replat for Aaron's Addition, a 6.558 acre tract, located at 3012 Texoma Parkway. The property is currently zoned MF-30 (Multi-Family Residential) District. The owner would like to plat the property into two lots for residential development.

The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.
CONSENT AGENDA, SUBJECT TO THE STAFF REVIEW LETTER.

FINAL PLAT OF POLANI ADDITION, CONSISTING OF 0.824 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 AND BEING ALL OF LOT 1 OF BEALL AND STANLEY ADDITION AND PART OF LOT 5, BLOCK 2, J.B. MOORMAN'S SUBDIVISION AND CURRENTLY ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; MUHAMMED POLANI, LOXDON GROUP, INC., OWNER AND UNDERWOOD DRAFTING & SURVEYING, INC., SURVEYOR (208 WEST McLAIN STREET)

APPROVE FINAL PLAT POLANI ADDITION (208 W. McLAIN ST)

The City Council approved the Final Plat of the Polani Addition, a 0.824 acre tract, located at 208 West McLain Street. The property is currently zoned R-6 (Single Family Residential) District. The owner would like to plat the property into two lots, keeping one with the existing house and constructing a duplex on the other lot.

The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.
CONSENT AGENDA, SUBJECT TO THE STAFF REVIEW LETTER.

REPLAT OF USOW SHERMAN ADDITION, PHASE TWO, CONSISTING OF 3.896 ACRES BEING PART OF THE F.W. McGLOTHLIN SURVEY, ABSTRACT NO. 827 AND THE S. McGLOTHLIN SURVEY, ABSTRACT NO. 808 AND CURRENTLY ZONED C-2 (GENERAL COMMERCIAL) DISTRICT AND R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT; USOW, LLC, OWNER AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR (2450 AND 2522 NORTH FRISCO ROAD)

APPROVE REPLAT USOW SHERMAN ADDITION (2450 & 2522 N. FRISCO RD)

The City Council approved the Replat of USOW Sherman Addition, a 3.896 acre tract, located at 2450 and 2522 North Frisco Road. The property is currently zoned C-2 (General Commercial) District and R-6 (Single-Family Residential) District. The owner would like to plat the property into one lot for commercial development.

The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.
CONSENT AGENDA, SUBJECT TO THE STAFF REVIEW LETTER.

FINAL PLAT OF LANGE VETERINARY CLINIC, CONSISTING OF 1.010 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT 763, AND CURRENTLY ZONED C-2 (GENERAL COMMERCIAL) DISTRICT; G AND S INVESTING, LLC, OWNER, PRESTON TRAIL LAND SURVEYING, LAND SURVEYOR (2103 WEST HOUSTON STREET)

APPROVE FINAL PLAT LANGE VETERINARY CLINIC (2103 W. HOUSTON ST)

The City Council approved the Final Plat of Lange Veterinary Clinic, a 1.010 acre tract, located at 2103 West Houston Street. The property is currently zoned C-2 (General Commercial) District. The

property owner would like to plat the property into one lot for commercial development.

The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.
CONSENT AGENDA, SUBJECT TO THE STAFF REVIEW LETTER.

COUNCIL COMMENTS

CONGRATULATIONS TO POLICE OFFICERS FOR LIFE SAVING AWARD

CONGRATULATIONS TO POLICE OFFICERS FOR LIFE SAVING AWARD

Council Member Dobbs thanked Police Officers Kara Peters and Tyler Carroll, for their hard work and saving a life.

CONGRATULATIONS TO POLICE OFFICERS FOR LIFE SAVING AWARD

CONGRATULATIONS TO POLICE OFFICERS FOR LIFE SAVING AWARD

Council Member Holland also thanked Police Officers Kara Peters and Tyler Carroll.

CINCO DE MAYO EVENT

CINCO DE MAYO EVENT

Council Member Teamann thanked Council Member Henry Marroquin for his part in the Cinco de Mayo event that was recently held downtown.

ANNOUNCEMENTS

ANNOUNCEMENTS

Mayor Plyler announced the following:

- **Hot Summer Nights will kick off on June 1, 2023, with the Glenn Miller Orchestra. Sherman's signature summer event, held on Thursday nights in June and July.**

- **Parks and Recreation has several camps lined up this summer, including volleyball and basketball. Sign up at ShermanParks.com**

- **Sherman Main Street's annual "Imagine the Possibilities" tour, will be held on May 25, 2023, at 5:00 p.m. The tour will visit several newly renovated properties in the Central Business District.**

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

EXECUTIVE SESSION

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

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

a) **Receive legal advice regarding mandatory cybersecurity training and related issues**

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

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

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

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

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

TEXAS GOV'T CODE § 551.089 --
DELIBERATING SECURITY ASSESSMENTS OR DEPLOYMENTS RELATING TO INFORMATION RESOURCES TECHNOLOGY, NETWORK SECURITY INFORMATION, OR THE DEPLOYMENT OR SPECIFIC OCCASIONS FOR IMPLEMENTATION OF SECURITY PERSONNEL, CRITICAL INFRASTRUCTURE OR SECURITY DEVICES

The Executive Session was not needed.

ADJOURNMENT **ADJOURNMENT**

On Motion duly made and carried, the meeting adjourned at 5:41 p.m.

MAYOR

CITY CLERK

STATE OF TEXAS §

May 25, 2023

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Called Meeting of the Sherman City Council was begun and held in the City Council Chambers on May 25, 2023.

COUNCIL MEMBERS PRESENT: Mayor David Plyler; Deputy Mayor Josh Stevenson. Council Members Dobbs, Holland, Howeth, Marroquin, Teamann.

COUNCIL MEMBERS ABSENT: None.

CITY STAFF PRESENT: Robby Hefton, City Manager; Terrence Steele, Assistant City Manager; Clint Philpott, Assistant City Manager; Zach Flores, Executive Director of Public Safety; Aliceson Cotton, Attorney, Abernathy, Roeder, Boyd, Hullett; Rob Rae, Director of Development Services; Mary Lawrence, Director of Finance; Billy Hartsfield, Fire Chief; Wes Trisler, Assistant Police Chief; Jana Walker, Controller; Tom Pruitt, Utility Engineer; Nathan Whiddon, Wastewater Superintendent; Shawn Hackworth, IT Manager; Eric Sandberg, Assistant Public Works Manager; Leah Campbell, Human Resources/OD Administrator; Nate Strauch, Community and Support Services Manager; Theresa Hutchinson, Parks and Recreation Manager; Kevin Winkler, Public Works Manager; Jim Cross, Water Systems Manager; Keri Turner, Development Services Coordinator; Tasheena Taylor, Administrative Assistant; Moises Duran, Emergency Management Coordinator; Melissa Eason, Library Services Administrator; Dylan Johnson, Parks and Recreation; Junior Jaimes, Help Desk Supervisor; Teri Fine, Assistant to the City Manager; Linda Ashby, City Clerk.

PURPOSE:

Call to Order, Quorum Determined, Meeting Declared Open

Pledge of Allegiance and Invocation by Council Member Juston Dobbs

Citizen Comments

Capital Improvement Program Update and Council Input

Council Comments

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

TEX. GOV'T CODE § 551.071 --
Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of

Professional conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

TEX. GOV'T CODE § 551.072 --
Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

TEX. GOV'T CODE § 551.073 –
Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

TEX. GOV'T CODE § 551.074 –
Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing

TEX. GOV'T CODE § 551.076 –
Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit

TEX. GOV'T CODE § 551.087 –
Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect

TEX. GOV'T CODE § 551.089 –
Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices

Open Meeting

Adjournment

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN
Mayor Plyler called the meeting to order at 11:02 a.m., declared a quorum present, and opened the Called City Council Meeting.

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCIL MEMBER JUSTON DOBBS

CITIZEN COMMENTS
There were no citizen's comments.

Council Members took a break to fill their plates from 11:04 a.m. until 11:15 a.m.

CAPITAL IMPROVEMENT PROGRAM UPDATE AND COUNCIL INPUT

Setting the Stage

Robby Hefton, City Manager, said this is a "capital-intensive focus" of the City's operations, both on the Utility and the General Fund side. There are some projects that the City has legally committed to, through contracts and development agreements. Some relate to Planned Developments and others are infrastructure around the industrial park. There are also other projects that the staff will need direction on at the Budget Work Shop, as to when to move forward with them.

He said there are already agreements in place with Bel Air, Heritage Ranch, and Hickory Hill. Some projects aren't "contractually" related, but do need to be done, such as thoroughfares at Shepherd, Lamberth/Friendship, and Moore/Interurban Parkway. There are also some Texas Department of Transportation projects that would probably be paid through a bond issue in the next two or three years. The City will need to participate in these projects in order to move them up on TxDOT's list.

As for facilities, Mr. Hefton said the Police Station was completed this year and Fire Stations 1 and 2 are under design. They have also discussed a new City Hall, and a Public Works campus (South Plant) should be considered in the future. Another General Fund issue is parks, including trails, existing park upgrades for major parks, and new park development. These projects could also be part of the bond issue.

In the Utility Fund, the capital-intensive focus is on the Water Plant/Lake Pump Station, wellfields, Wastewater Plant, and the distribution system. The thought is what will be needed five or ten years from now, and what will be needed today for the first phases of the industry expansion.

He discussed the possibility of rehabbing the Water Plant to recapture 2.5 mgd, and expanding the newest part of the plant to add 5 mgd. Similar projects are being considered for the Wastewater Plant. The staff is also assessing ways to bring some of the well sites back into service or increase the reliability of high producing wells that might have problems, and increase the distribution system.

Mr. Hefton said phasing the project is one method used to schedule the projects. For example, on a planned four-lane, median divided road, most of the time, traffic counts don't immediately hit their maximum. So, the City might build half of the road, with a turn-lane, and complete the roadway when traffic actually warrants it. He said they want the projects to be "the right amount of nice" and "let development pay for development."

Currently the rate plan is based on assumptions of volumes and tax value changes, and those assumptions are bound to change. They are based on the best "current" information, and that information will change with development. The plan is to work the rates and do things gradually.

He said the financial focus will be to maintain adequate fund balances, maintain debt service coverage, only look at rate increases when tax values or utility volumes aren't adequate, and are tax rates and utility rates reasonable compared to peer cities.

Mr. Hefton said there are very few things the City can do to affect revenue. In the General CIP it is based on property tax revenue, generated by rates or value increases. For the Utility CIP it is based on water and sewer revenues, generated from rates or volume increases.

Projects

Clint Philpott, Assistant City Manager, updated the Council on street and drainage projects, distribution projects, Water Plant projects, and Wastewater Plant projects. He included timing, the adjustments made over the last couple of years, and what the current plan is, moving forward.

He discussed the following CIP projects:

- **Bel Air Blvd** - building houses and starting on Phase 2. The City will help pay for Bel Air Boulevard and some water relocations, through the Reinvestment Zone Phases 2 and 3 of the residential are being done at the same time. Cost to build all four lanes is about $3 million and it won't be done in phases. Design is 90% complete, and moving dirt on single-family portion.
- **Moore Street Extension** - change name to Interurban Parkway, and will connect Center Street to Hwy 902. Currently under design, and a portion of Moore Street being improved. Timing to be determined by Council, to construct two of the ultimate four lane boulevard.
- **Progress and Flanary Road Extension** - will provide a second access to industrial park. A SEDCO funded project.
- **Shepherd Drive Extension** - first major thoroughfare in Sherman, that is not a TxDOT road. Will construct four lanes with a median, but will ultimately be six lanes. Will extend to Texas Instruments property.
- **FM 1417 Expansion** - almost done with north portion. Finalizing design on next phase, Hwy 56 to West Travis Street. Hope to have right-of-way and design completed by March or April 2024, then construction in 2025. First phase will be four lanes with a medium, but ultimately six lanes will be constructed.
- **Lamberth Road Extension** - Hickory Hills Planned Development kicked off need for this extension. Developer is paying for one lane and City is paying for the other lane, which is "development paying for development." Includes some off-site sewer. Single-family for rent is currently under construction, multi-family is under review. All three phases are moving forward.
- **Friendship Road Extension** - future Friendship Road connection, between Hwy 82 and Hwy 56. Will be a five-lane section, with a continuous turn lane. Friendship will ultimately connect to O.B. Groner Road.
- **FM 1417 OB Groner Intersection** - changed from single-family for rent to just single-family, with a portion for multi-family. The City's portion will be intersection improvements at FM 1417. Developer is designing the portion from FM 1417 to his west property line. A portion will have four lanes and match what West Travis Street looks like. This will make the intersection safer and add capacity through the development.
- **US 82 Ramp Reversal** - part of Heritage Ranch Commercial Phase, to adjust the ramps to make it more conducive to retail development. Design contract in June 2023, to reverse the ramps. Single-family exits for Travis Street are at Murphy Lane. Looking at a left turn lane into the street. The School Bond Issue just passed, which included an elementary school at Heritage Ranch, to open in the next two or three years. The timing of development has an impact on the timing of the infrastructure.
- **US 75 Expansion** - finish out the additional three lanes for Hwy 75 from Hwy 82 to Texoma Parkway, to meet interstate standards. Project cost is about $130 million.
- **Hills of Sherman Drainage Improvements** - a detention pond was in the 2012 Flood Mitigation Plan. However, the cost-benefit ratio didn't always make it a viable project. The opportunity arose to partner with the developer of The Hills of Sherman on his detention pond. There will be no property acquisition. Cost for the difference in what he would be required to do and what the City would like, is about $500,000. The City will reimburse the developer, after the project is complete. This project will alleviate some flooding issues during a 100-year flood event.
- **Interurban Parkway** - project is to be determined when it is needed. There is an expensive bridge in Phase 3 that will cost about $23 million. The bridge goes over BNSF Railroad and Choctaw Creek. He felt the need might arise when Texas Instruments reaches Phases 3 and 4 of their expansion. The alignment is complete.
- **36" West Sherman Transmission Line** - still working on acquisition of right-of-way for this water line. Cost of the project is about $50 million.

- **Bel Air and Legacy Water Line** - relocation of a water line going through Bel Air and also providing surface water to points farther east. There is a large ground water line in the area, which would allow the City to pull from either water system. It would be timed with the construction of that section of Bel Air.
- **15" to 24" Sanitary Sewer Replacement** - this sewer line serves Howe, Texas, and needs to be expanded. The plan is to get the design, so it can be constructed when needed. Cost of construction is estimated at $3.5 million.
- **Post Oak Sanitary Sewer Replacement** - erosion has been done, over time. Because of the cost and disruption to residents, it was split into two projects.
- **Rosedale to First Street Sanitary Sewer** - to replace 12" and 15" parallel lines in southeast Sherman, to increase the capacity, and deal with an inflow and infiltration issue. The new line will be a 21" sewer line. The design is complete, but they are waiting on an easement. It will allow for a better flow to the Wastewater Treatment Plant.
- **8" Water Line under US 75 and Travis Street** - there is a need for a larger water line from the east side of Hwy 75 to the west side at Hwy 75, to better connect the pressure zone. During a high-water demand, water needs to move freely. This is a new project that was determined through the Master Plan.
- **Southwest Industrial Sewer Line Replacement** - also a capacity project. This will be a new project. As Crossroads continues to develop, there is the potential for hotels. There was an 18" and 24" line, and it will be replaced with a 30", down to a 24". The first phase has been awarded, so they will move with construction soon.
- **Lake Texoma Pump Station Generator** - because of the "weather event" in 2021, generators were added at the Lake Texoma Pump Station. The timing of the project is dependent on the North Texas Municipal Water District electrical upgrade. That project has been delayed by about six months. When complete, it will bring more consistent power to the Pump Station. When their project is complete, the City will add generators for the pumps.
- **Lake Texoma Pump Station Pumps Expansion** - with the need for additional water, the City needs to be able to draw water from Lake Texoma. Currently there are four spots for Sherman pumps. One is empty and the other three pumps draw 7 mgd from the lake. The proposal is to add one 16 mgd pump to the empty bin, and replace one of the 7 mgd pumps with another 16 mgd pump. This would give 30 to 40 mgd capacity. TCEQ requires that your maximum capacity is assuming that your best pump is out, which means Sherman only has about 30 mgd. Hopefully, this project would be installed before 2025. NTMWD has larger pumps than Sherman, and if needed, the City might be able to contract with them for use of one of their pumps for a short period of time.
- **WTP Current Upgrades** - discussion included should the current RO Building be expanded, should the original conventional plant be repaired, or should another RO facility be constructed. Originally the staff thought they should just build a new facility and get rid of the conventional plant. They didn't feel that was the best use of money and asked what it would take to get the conventional plant back in operation for another 10 to 20 years. It was determined that most of the repairs could be done in-house. He outlined the specific repairs that will be made to the plant, that will allow the City to have full-capacity of the conventional treatment side, which is about 10 mgd, and "buy some time" until 2026 or 2027, when they may need even more capacity.
- **WTP Concentrate Discharge Line** - the City now has an approved permit from TCEQ to take the brine discharge from the treatment plant and put it back into Lake Texoma. To do that, the force main needs to be extended from the ponds to a point where gravity flow can take it back to Lake Texoma. There are no limits on the TCEQ permit, so the City doesn't have to worry about the salt content.

- **WTP Conventional Treatment Rehab** -
- **WTP Future Expansion** - this is for the design of the conventional surface water plant. When the design and permitting are done, it will still take at least two years to build. The staff also wants to add capacity on the groundwater side.
- **WWTP Existing Plant** - this would be for the second Wastewater Treatment Plant. Plans are underway and they are currently working on some aspects of the project. The electrical at the plant is probably 30 to 40 years old, and there are corrosive properties there. There are projects because of the age of the plant, and projects because of the capacity of the plant.
- **WWTP 4-MGD Expansions** - what the new entities will be sending to the plant will be a lot different than domestic flows, and might carry more of a risk. Ultimately, the decision was made not to expand the conventional plant, but to create an entirely separate plant for the industrial park. Everything from the High School, down to Texas Instruments, and the Hwy 902 Corridor, will flow into the newly proposed facility. This facility will be designed to handle more of the potential contaminants that the industries may be sending. Neither the Water Treatment Plant nor the Wastewater Treatment Plant are in the City limits of Sherman. Phase 1 will expand the capacity by 4 mgd, and it will pull some of the domestic flow from Crossroads and the High School, off of the conventional plant, which will allow for additional capacity. There will be a total of three phases.

Mr. Hefton said so far, the projects are driven by development, by development agreements, or by growth that is already happening. He introduced some projects that are "on the radar" and the staff feels are worthwhile.

He presented "types of things" that they might expect as projects, at some of the major parks, such as Fairview Park and Hawn Park. The new equipment would replace some very old equipment and maybe include a more appropriate all-weather surface. He presented examples of possible equipment for the major parks. There were also some examples of splash pads. Some specific recommendations for the parks will be made at the Budget Work Session.

Bonds, Rates, and Legislative Update
Mr. Hefton presented required projects for the FY 2023 CO Bond uses, which amount to about $55 million. Most of the projects relate to streets, about $43 million. He also referenced several projects that SEDCO will be paying the debt service on.

He presented a list of other projects, that are not required, but amount to $38 million. These projects include parks ($16 million), and facilities ($22 million). He reiterated that the $20 million designated for City Hall, is only a "place holder" because they don't have data back on a proposal. Total amount for all projects is $93 million.

As for the tax rate, Mr. Hefton said, based on the preliminary values from the Appraisal District, that would be $.45. The required projects are within the current tax rate. He said no decisions need to be made today, but they will need to make some decisions at the Budget Work Shop. He added that, as far as they know with today's information, the rate would be $.515. Mr. Hefton discussed the other tax rates, as defined by the State, as well as the historical tax rate and property tax growth rate. He also discussed current legislation in the Texas House and Senate that would affect a City's ability to issue Certificates of Obligation.

Mr. Hefton referenced two handouts that discussed the possible level of increases that might be needed, overall, in the rate structure to pay for the debt service that will be coming on. This would be to pay for the debt service, and maintain adequate reserve levels. He also presented a draft of the Rate Study, and said this would be presented at the Budget Work Session. The presentation will be a "block" rate structure, where the lower end users, like residential users, are not the ones feeling "the pinch" from the rates. As it is presented now, there would be no rate increase for residential users in

FY 2024. There would be only modest rate increases in FY 2024 for the other users that are above 20,000 gallons a month, which captures about 99% of all residential users. When the actual volumes of use are known, that will help set the rates. This structure will also provide that the burden of the impact shouldn't be felt by the residents, it should be felt by those that are driving the need for this, which are the businesses.

COUNCIL COMMENTS

There were no Council comments.

EXECUTIVE SESSION

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

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TEX. GOV'T CODE § 551.089 –
Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices

No Executive Session was needed.

ADJOURNMENT

There being no further business to come before the City Council, motion was duly made and approved to adjourn the Called Meeting at 12:56 p.m.

_____

MAYOR

ATTEST

_____

CITY CLERK

Sherman
CLASSIC TOWN. BROAD HORIZON.



Capital Improvement Plan 2023-2024

AGENDA – CIP MEETING

- Setting the stage
- Projects
  - Streets / Drainage
  - Distribution System
  - Water Treatment Plant/Lake Pump Station
  - Wastewater Treatment Plant
  - Parks and Recreation
- Bonds, Rates, and Legislative Update

Increasing Capital-Intensive Focus – General Fund

- Road Infrastructure
  - Master planned developments – Bel Air, Heritage Ranch, Hickory Hill
  - Thoroughfares – Shepherd, Lamberth/Friendship, Moore/Interurban Pkwy
  - Participation w/ TxDOT
- Facilities
  - Police Station (completed 2023)
  - Fire Station 1&2 combined, (others to come)
  - City Hall
  - Public Works campus
- Parks
  - Trails
  - Existing parks upgrades – Fairview, Hawn, OSP, MLK, Center/Binkley, Pecan Grove
  - New park development – Shark Tooth, Southwest Regional

Increasing Capital-Intensive Focus – Utility Fund

- Water Plant/Lake Pump Station
  - Rehab conventional EDR membrane plant first (recaptures 2.5mgd)
  - Expand newest RO/UF plant (adds 5 mgd)
  - Add new RO/UF plant and related only when needed
- Wellfields
  - Rehab existing wells/pump stations to maximize output
  - Consider new wells??
- Wastewater Plant
  - Add new south plant with membrane technology (adds 4mgd per phase)
  - Rehab existing conventional plant later
- Distribution
  - Expansion of water distribution – 36” line
  - Rehab existing sanitary sewer distribution – lines, lift stations – to add capacity

Approach to Managing CIP Plan

- Taxpayer/ratepayer Focus
  - Can the project be phased? E.g.,
    - ½ of a four-lane thoroughfare now, finish when traffic warrants – Lamberth, Friendship, Moore
    - Shell out portion of new City Hall and finish-out later
  - Timing - When is the project needed (not too early, not too late)?
  - Scope - The right amount of nice (value engineer to reduce costs)
  - Let development pay for development - Impact Fees, Development Agreements, Tax Increment Reinvestment Zones, PID/MUD for developers, SEDCO
  - Measured rate increases that allow for rate plan changes as utility volumes and tax values change – high variability in current assumptions

Approach to Managing CIP Plan

- Financial Balance Focus
  - Are we maintaining adequate fund balances (75 - 90 days)?
  - Are we maintaining debt service coverage of 1.05?
    - (Revenues – operating expenses)/annual debt service
  - Rate increases only when tax values and utility volumes aren't adequate, and other revenue sources aren't enough
  - Are tax rates and utility rates reasonable compared to peers?

How is this paid for?
(think "RV")

General CIP – Property tax revenue

- Rates, or
- Value increases
  - Base Growth, and
  - New properties
- Both

Utilities – Water and Sewer Revenues

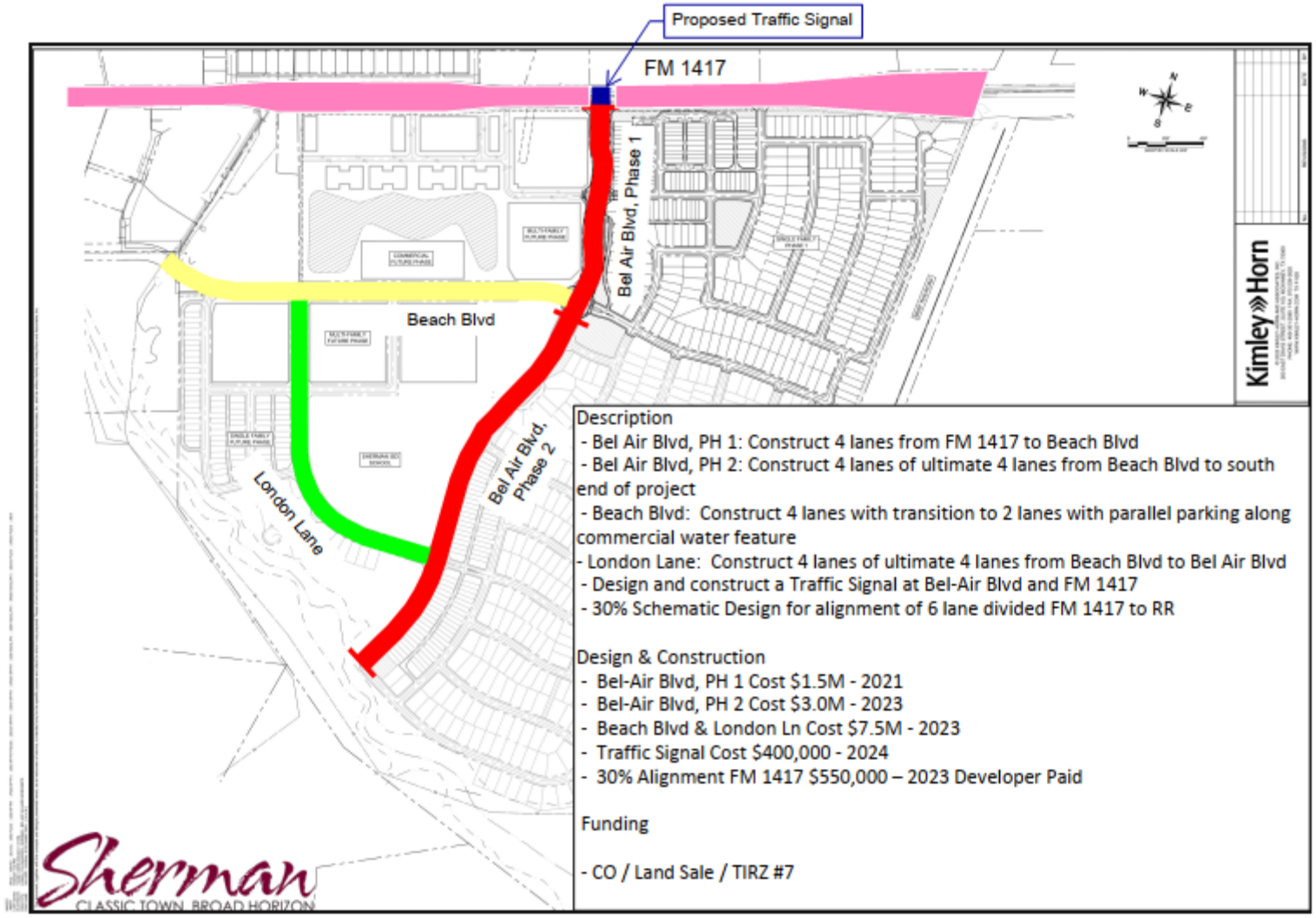
- Rates, or
- Volume increases from existing &/or new customers

PROJECTS

Streets



Bel Air Blvd.



Description
- Bel Air Blvd, PH 1: Construct 4 lanes from FM 1417 to Beach Blvd
- Bel Air Blvd, PH 2: Construct 4 lanes of ultimate 4 lanes from Beach Blvd to south end of project
- Beach Blvd: Construct 4 lanes with transition to 2 lanes with parallel parking along commercial water feature
- London Lane: Construct 4 lanes of ultimate 4 lanes from Beach Blvd to Bel Air Blvd
- Design and construct a Traffic Signal at Bel-Air Blvd and FM 1417
- 30% Schematic Design for alignment of 6 lane divided FM 1417 to RR

Design & Construction
- Bel-Air Blvd, PH 1 Cost $1.5M - 2021
- Bel-Air Blvd, PH 2 Cost $3.0M - 2023
- Beach Blvd & London Ln Cost $7.5M - 2023
- Traffic Signal Cost $400,000 - 2024
- 30% Alignment FM 1417 $550,000 – 2023 Developer Paid

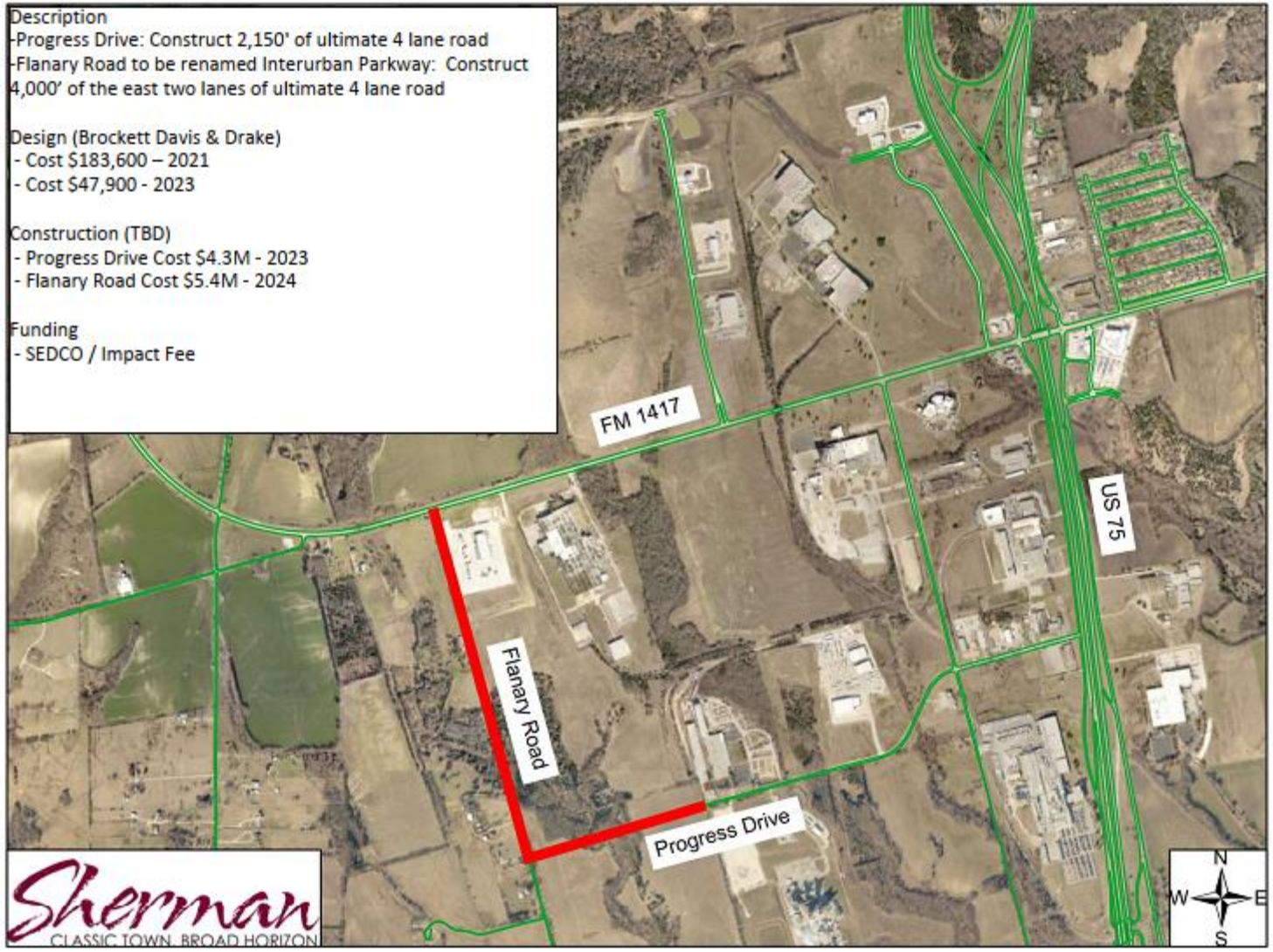
Funding

- CO / Land Sale / TIRZ #7

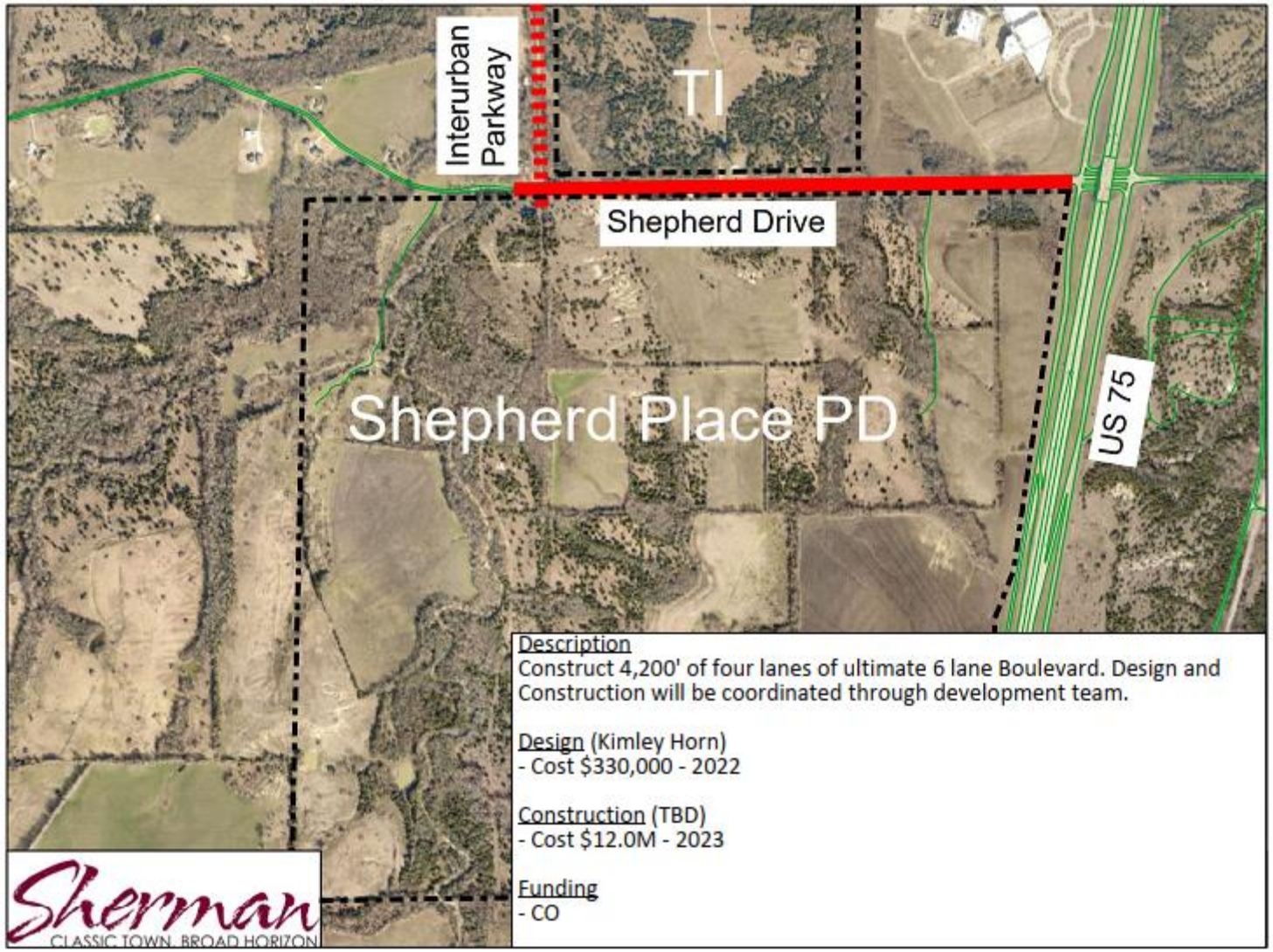
Moore Street Extension



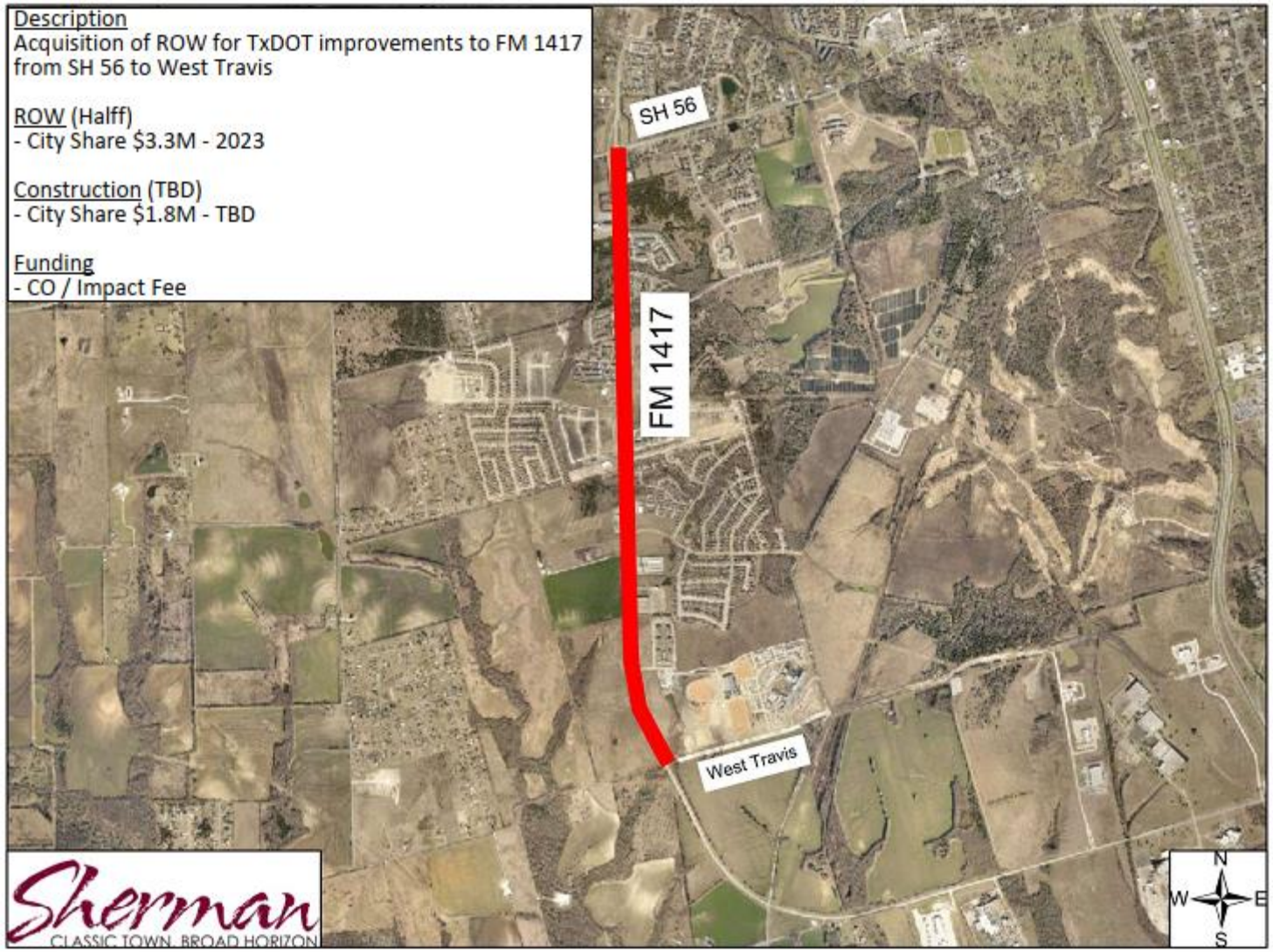
Progress & Flanary Road Extension



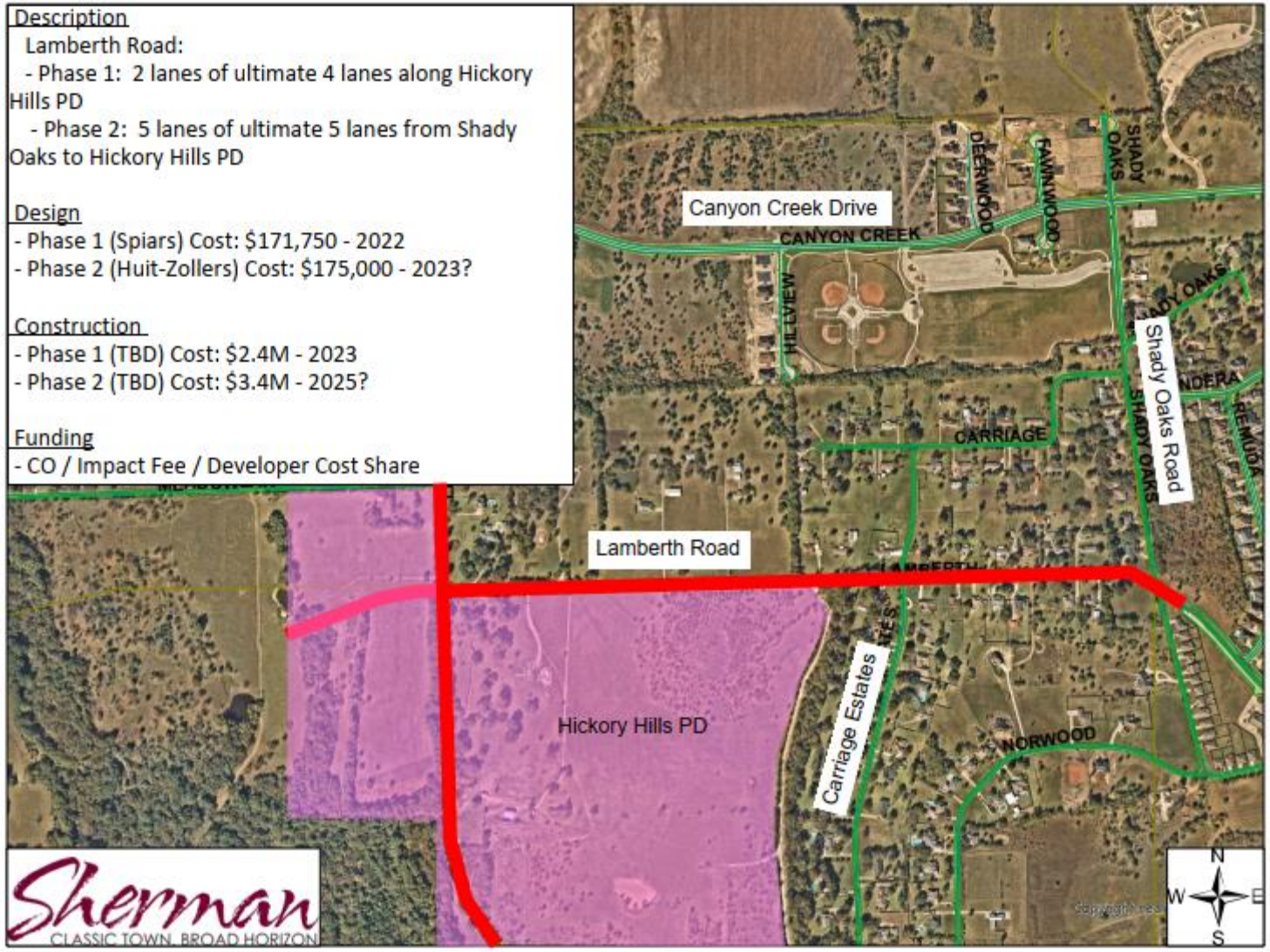
Shepherd Drive Extension



FM 1417 Extension



Lamberth Road Extension



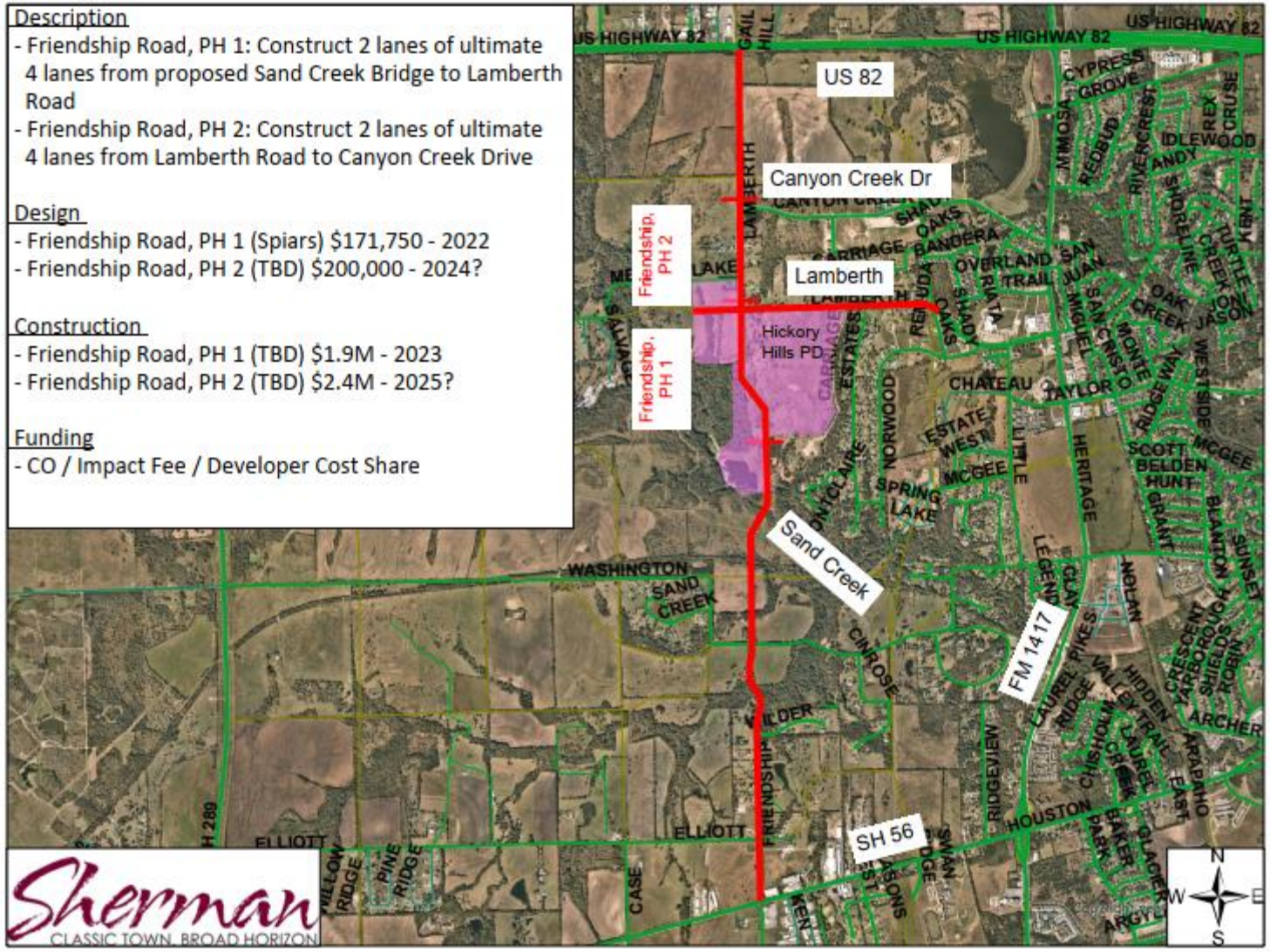
Friendship Road Extension

Description
- Friendship Road, PH 1: Construct 2 lanes of ultimate 4 lanes from proposed Sand Creek Bridge to Lamberth Road
- Friendship Road, PH 2: Construct 2 lanes of ultimate 4 lanes from Lamberth Road to Canyon Creek Drive

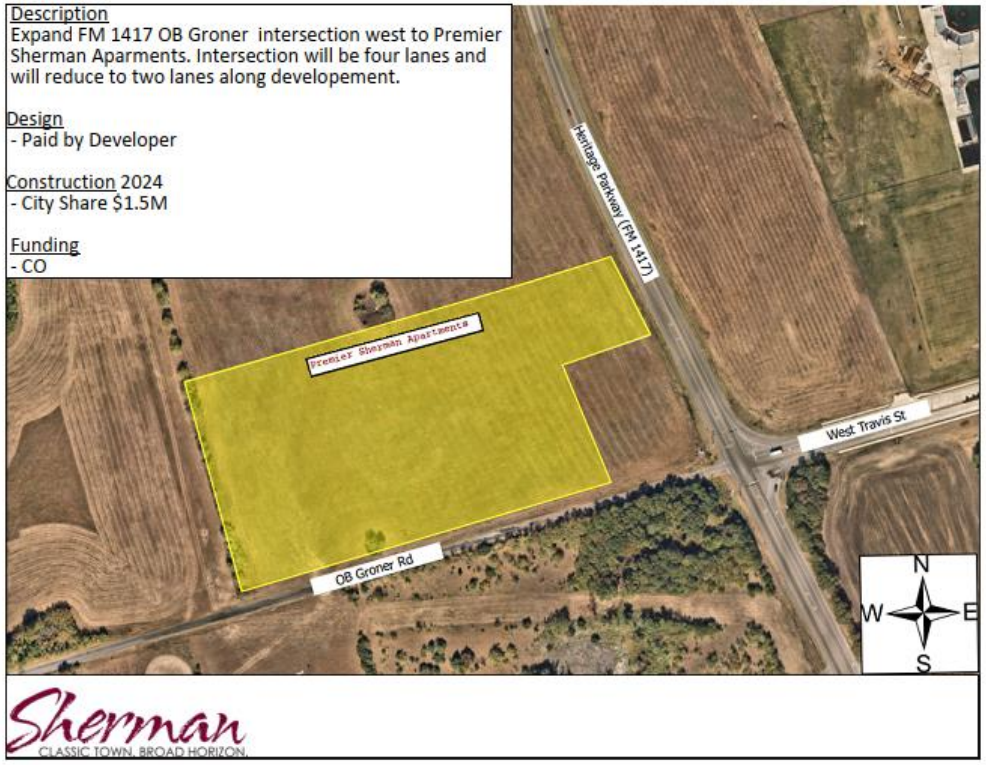
Design
- Friendship Road, PH 1 (Spiars) $171,750 - 2022
- Friendship Road, PH 2 (TBD) $200,000 - 2024?

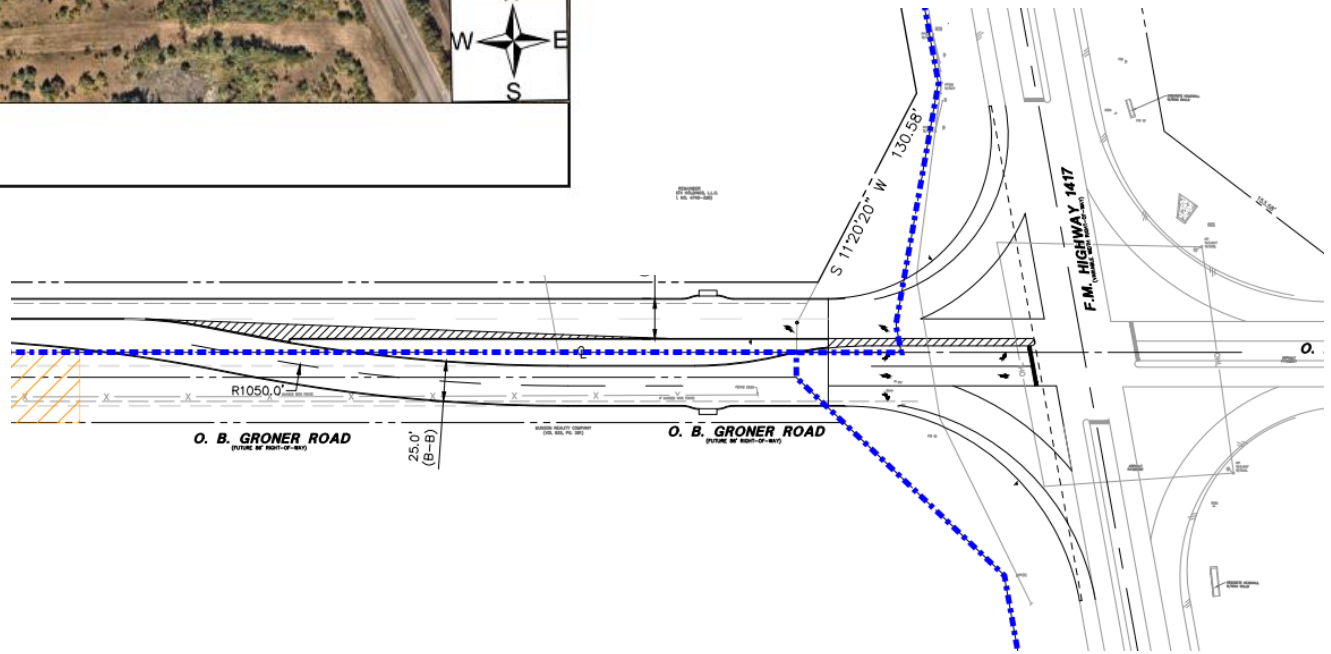
Construction
- Friendship Road, PH 1 (TBD) $1.9M - 2023
- Friendship Road, PH 2 (TBD) $2.4M - 2025?

Funding
- CO / Impact Fee / Developer Cost Share

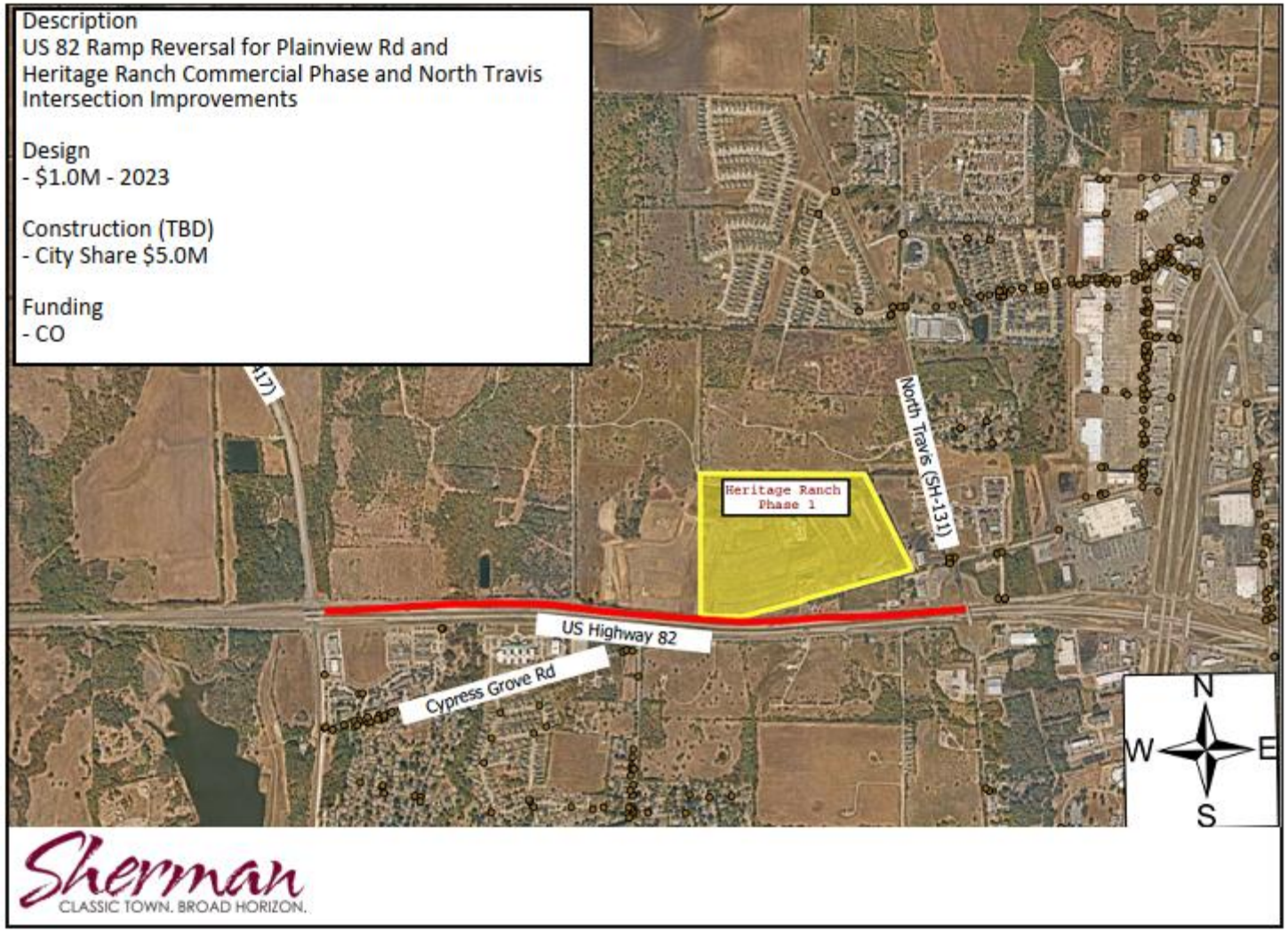


FM 1417 OB Groner Intersection





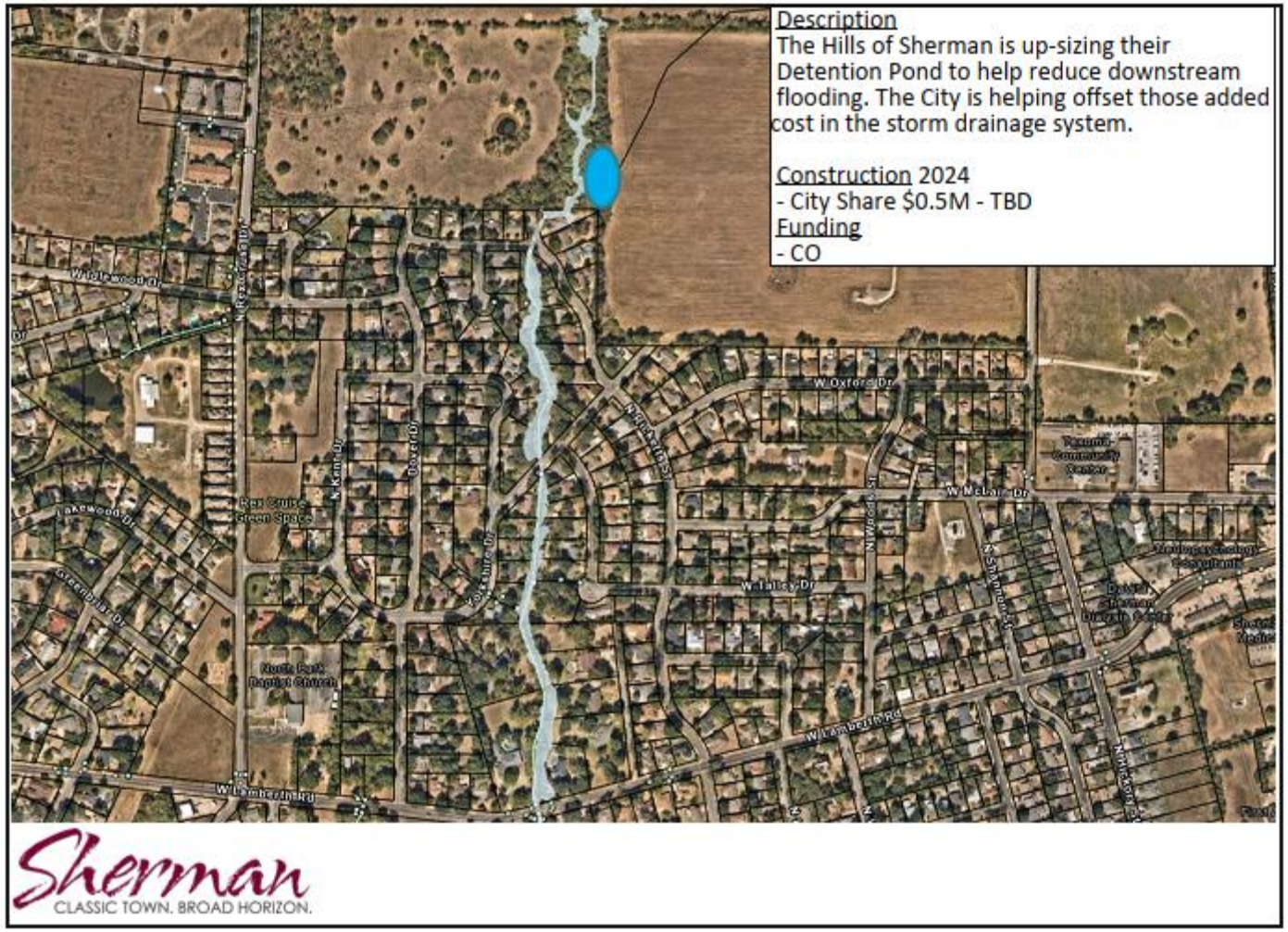
US 82 Ramp Reversal



US 75 Expansion



Hills of Sherman Drainage Improvements



Interurban Parkway

Description
- Interurban Pkwy, Phase 1 A & B - From Shepherd to Choctaw Creek Floodplain: Each part 2 lanes of a 4 lane road

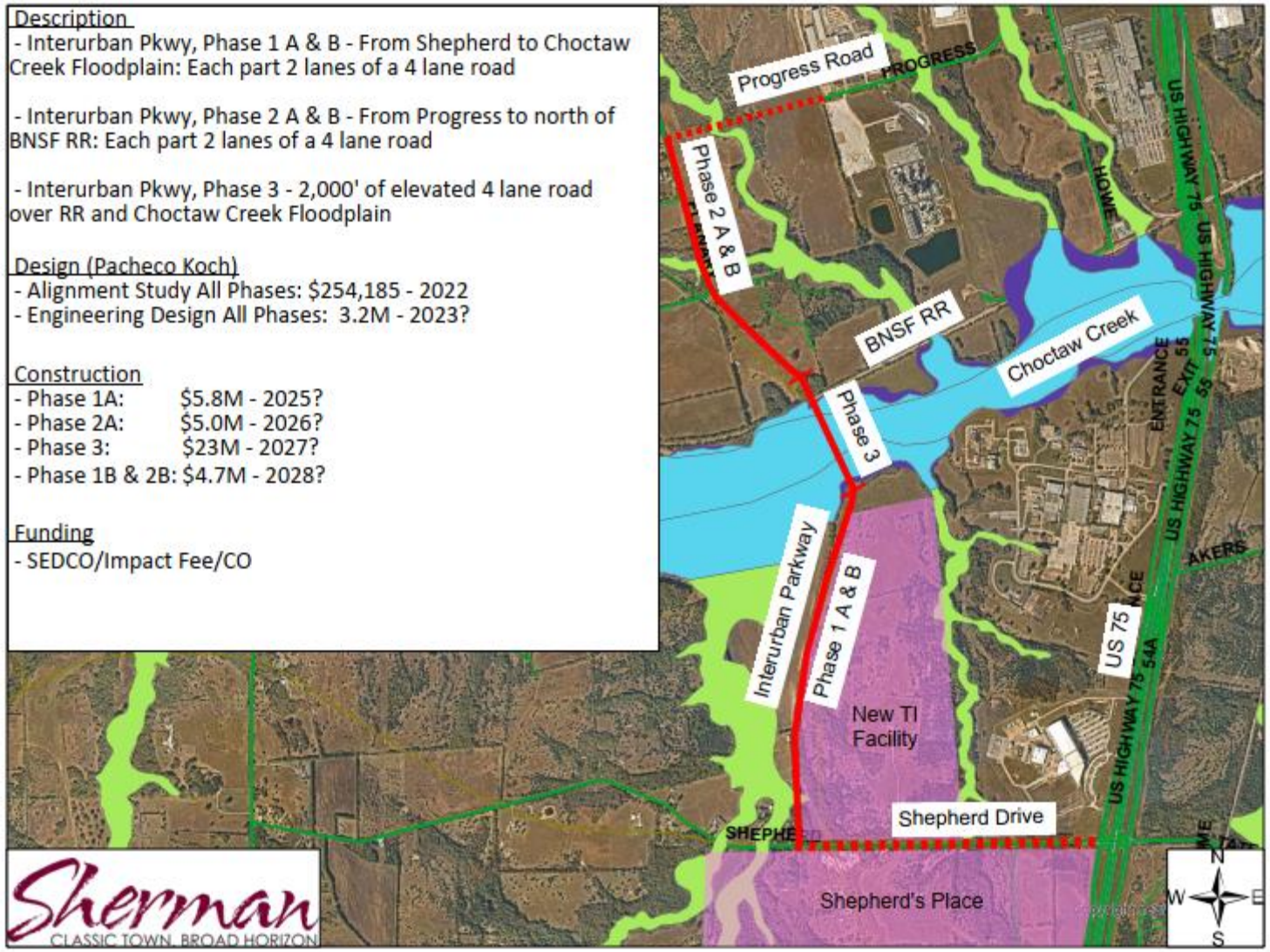
- Interurban Pkwy, Phase 2 A & B - From Progress to north of BNSF RR: Each part 2 lanes of a 4 lane road

- Interurban Pkwy, Phase 3 - 2,000' of elevated 4 lane road over RR and Choctaw Creek Floodplain

Design (Pacheco Koch)
- Alignment Study All Phases: $254,185 - 2022
- Engineering Design All Phases: 3.2M - 2023?

Construction
- Phase 1A: $5.8M - 2025?
- Phase 2A: $5.0M - 2026?
- Phase 3: $23M - 2027?
- Phase 1B & 2B: $4.7M - 2028?

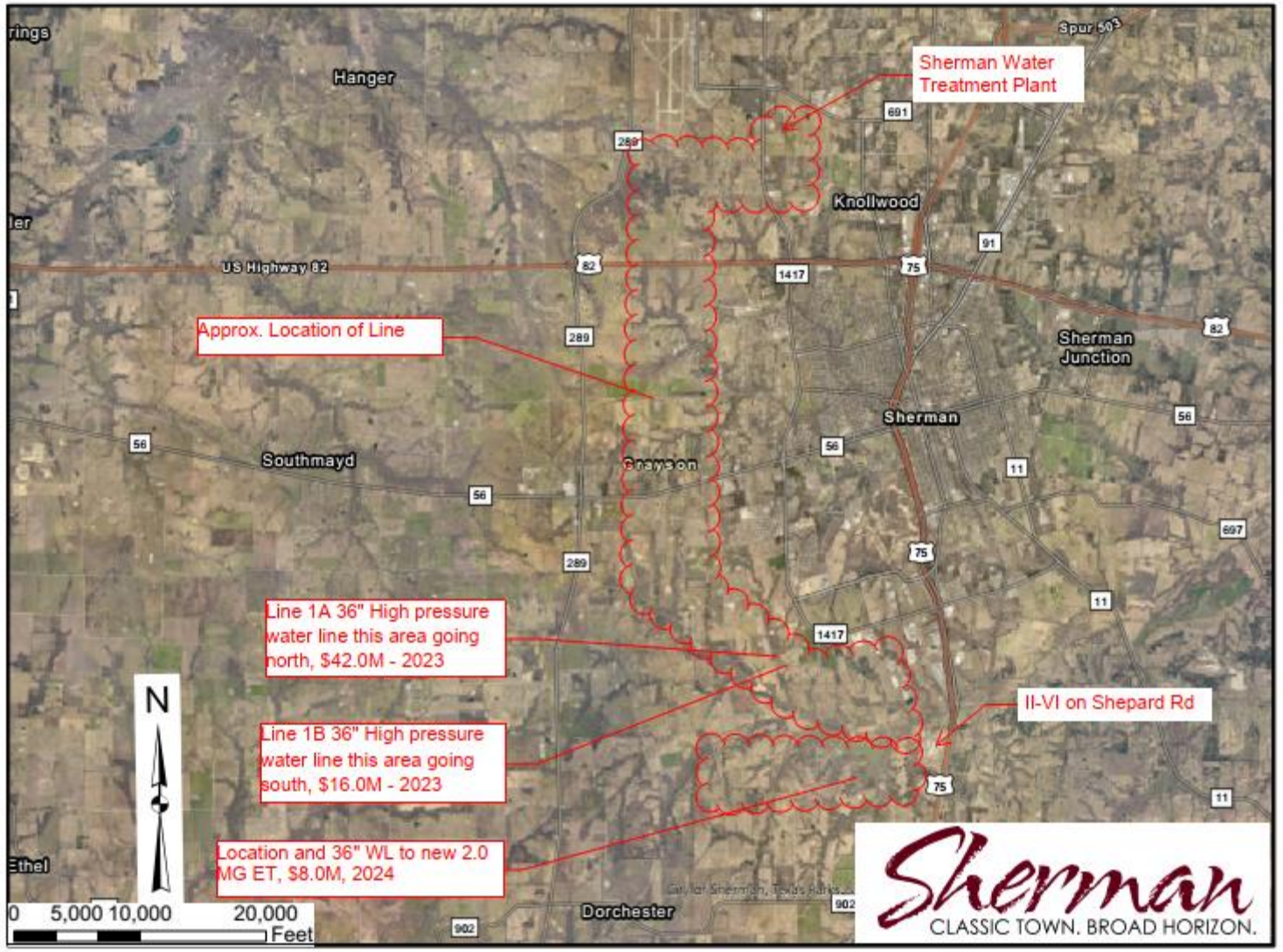
Funding
- SEDCO/Impact Fee/CO



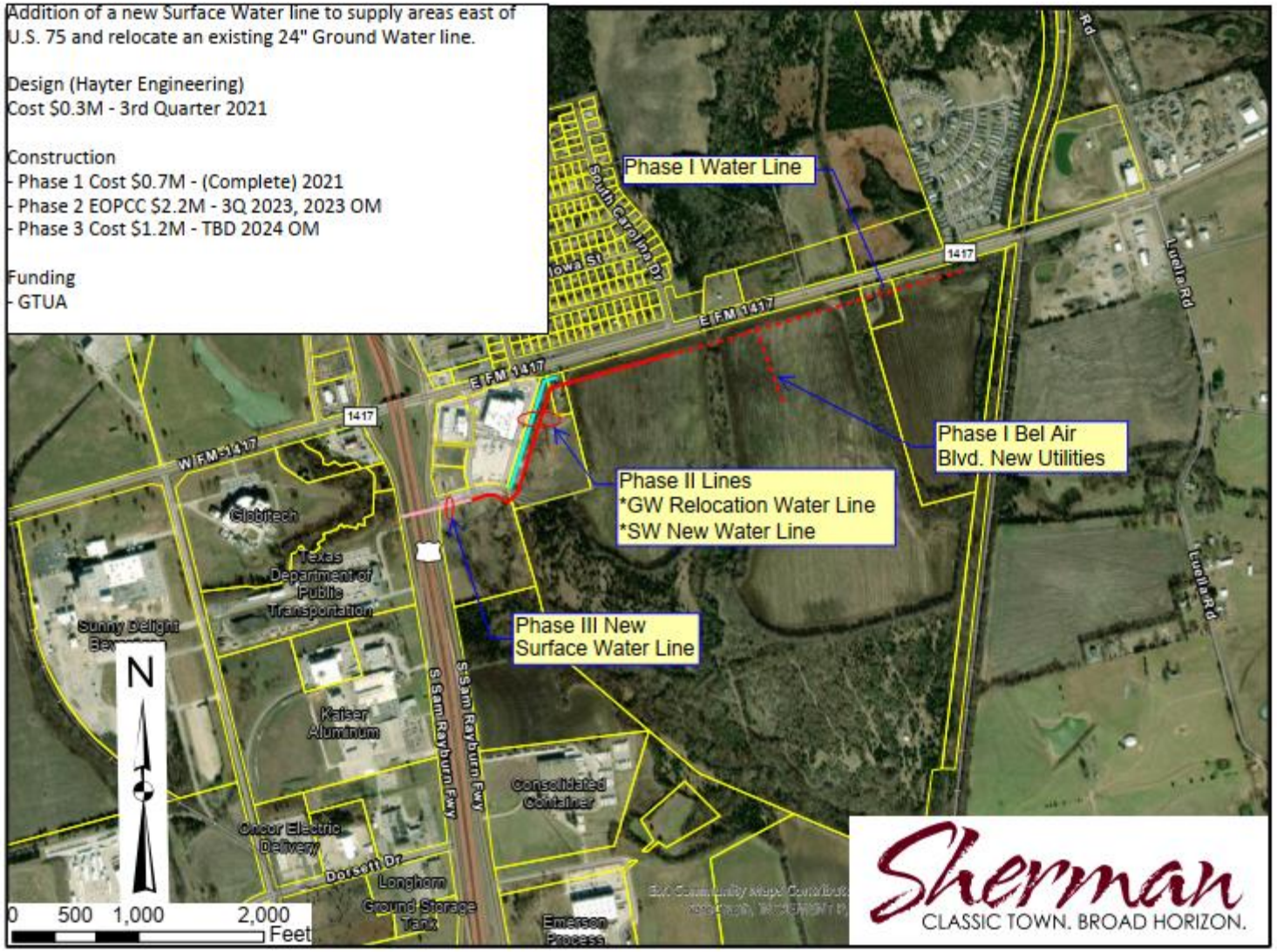
Utilities



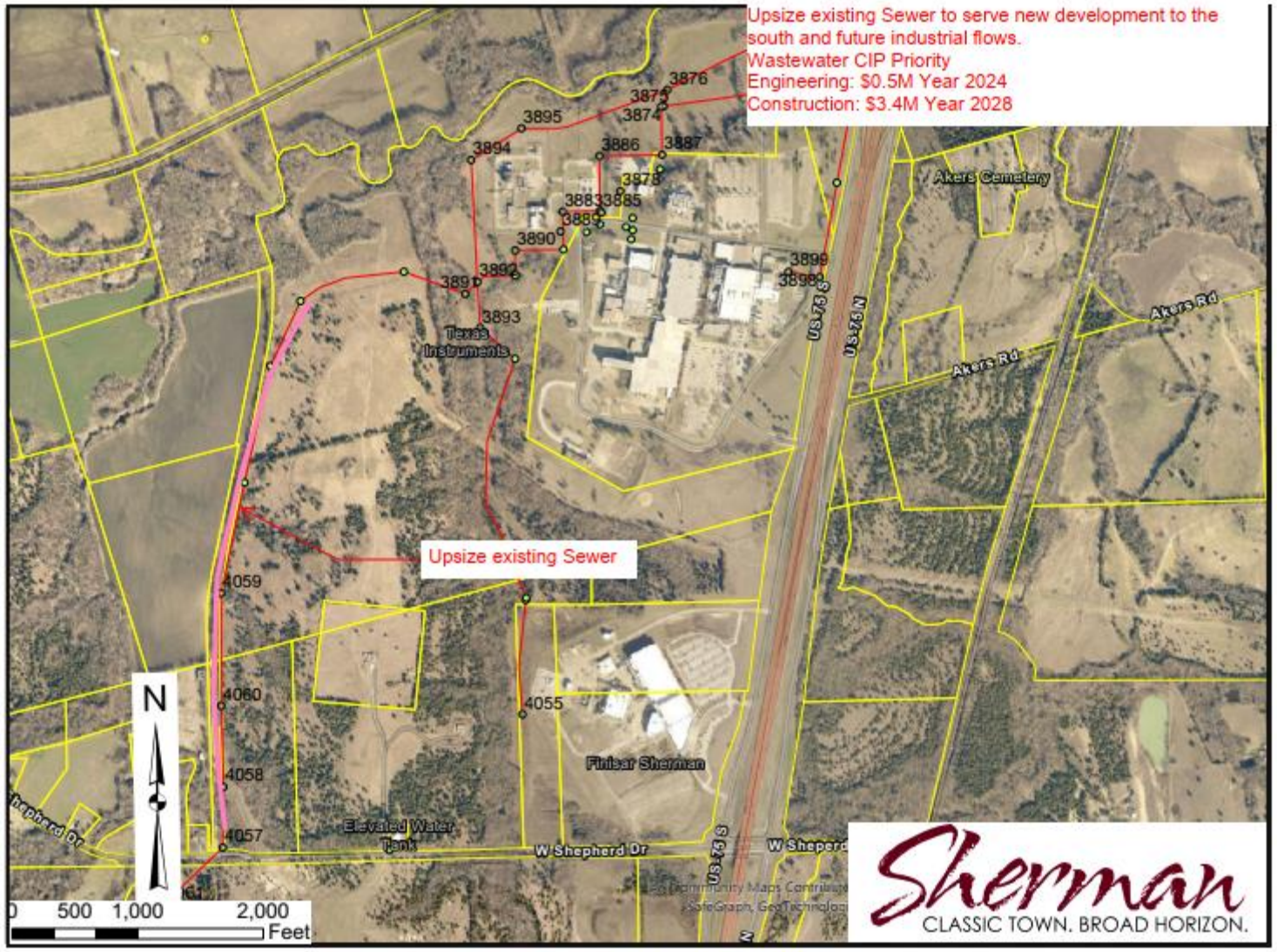
36” West Sherman Transmission Line



Bel Air and Legacy Water Line



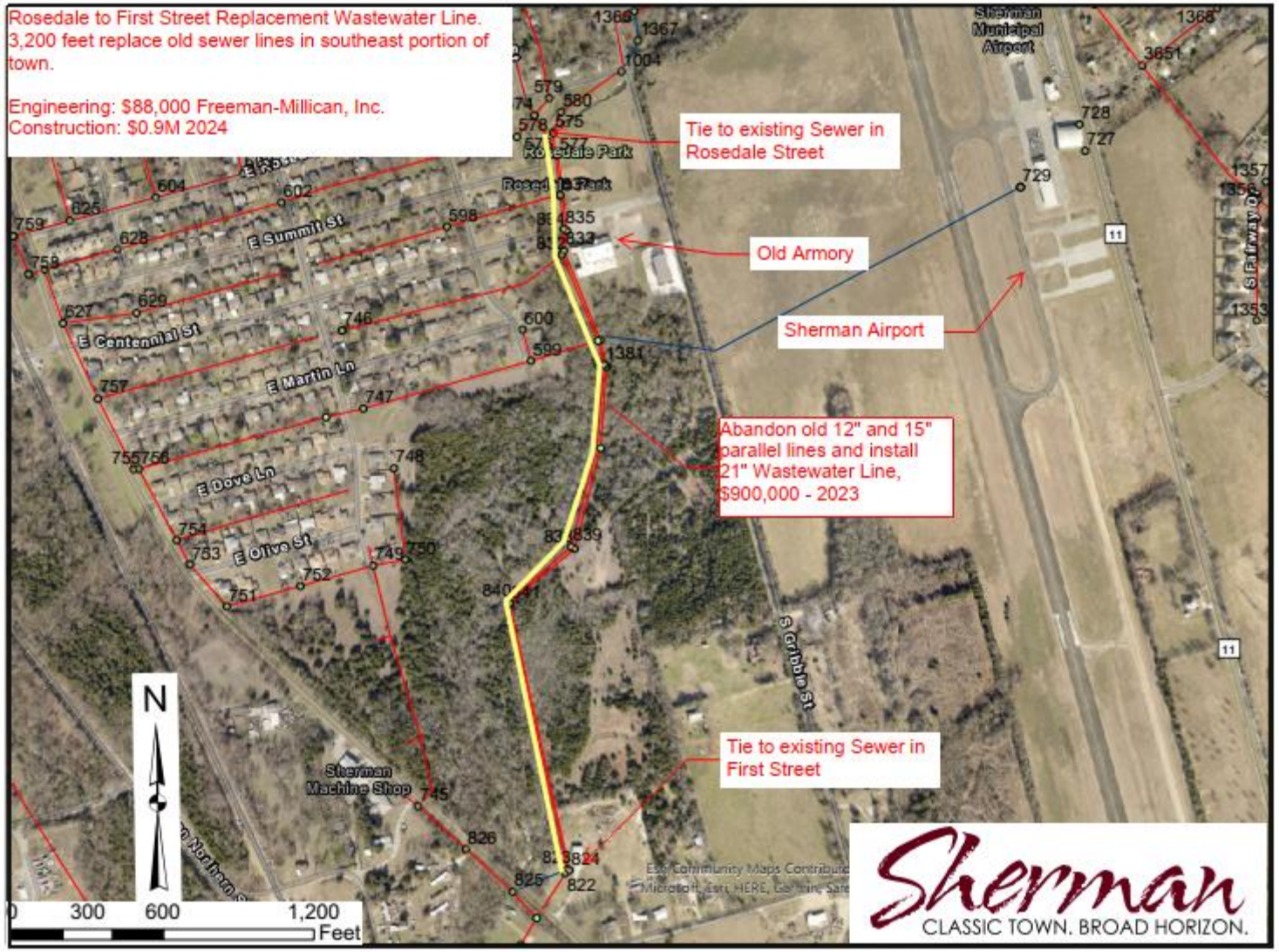
15” to 24” Sanitary Sewer Replacement



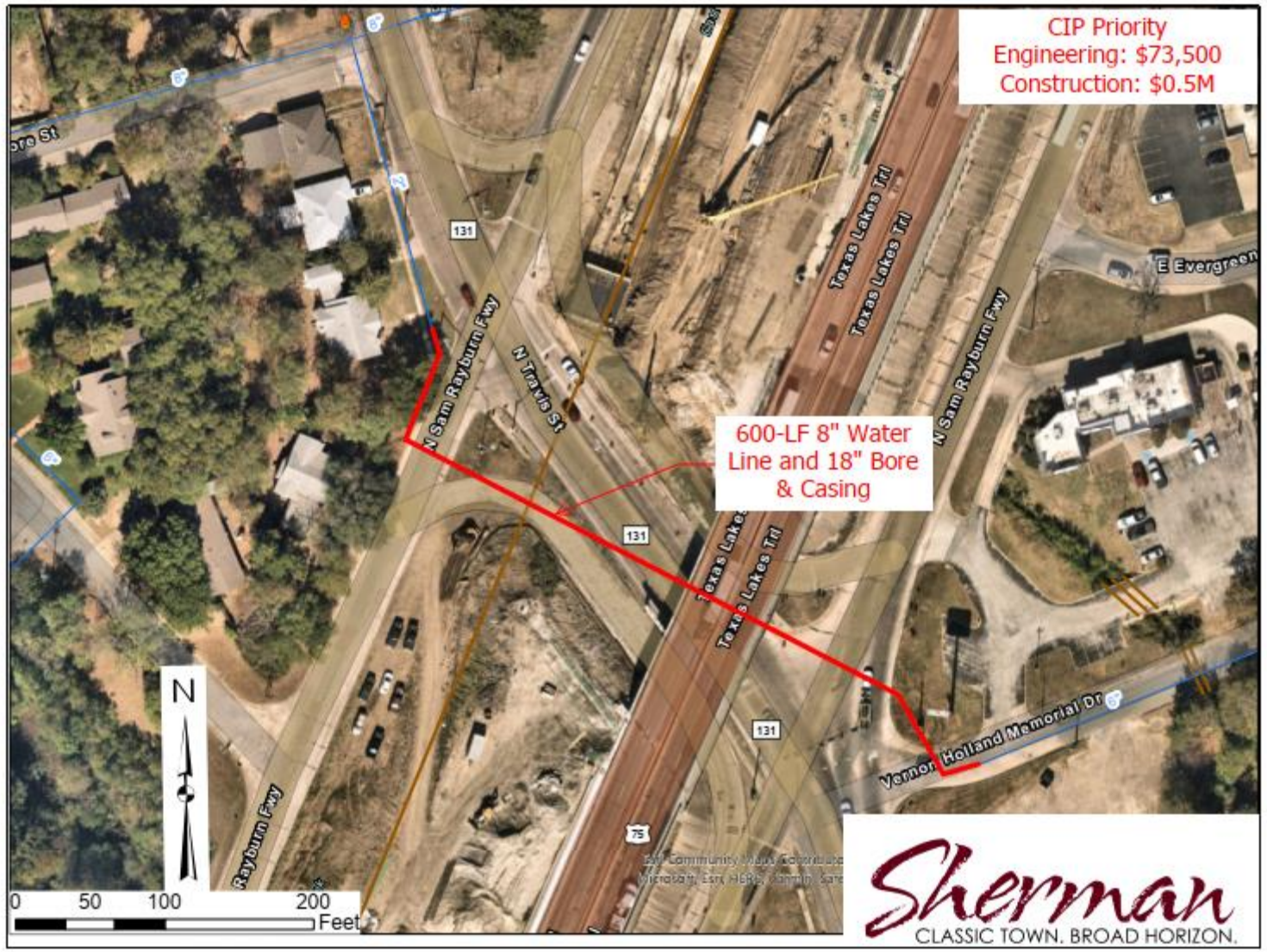
Post Oak Sanitary Sewer Replacement



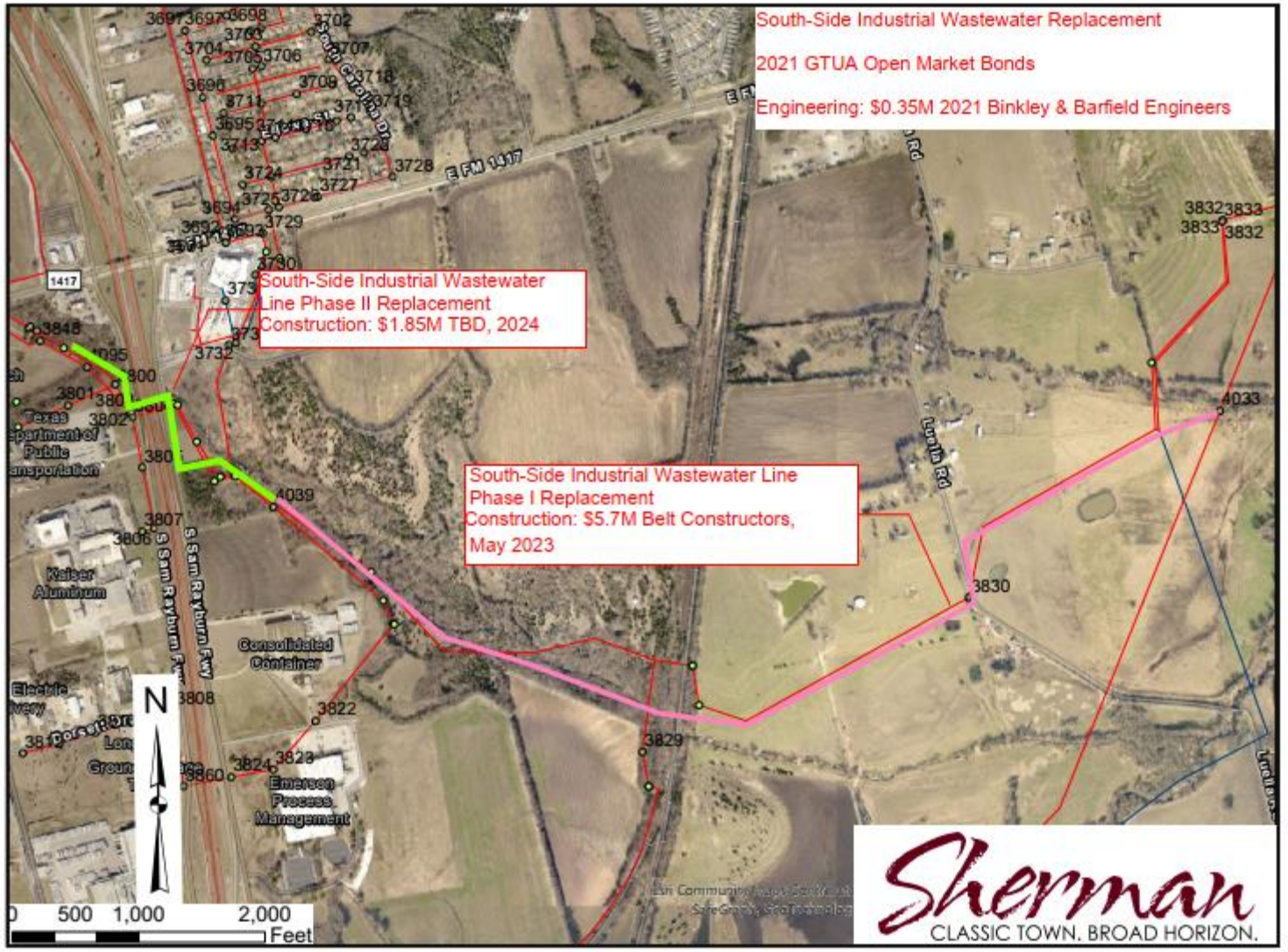
Rosedale to First Street Sanitary Sewer



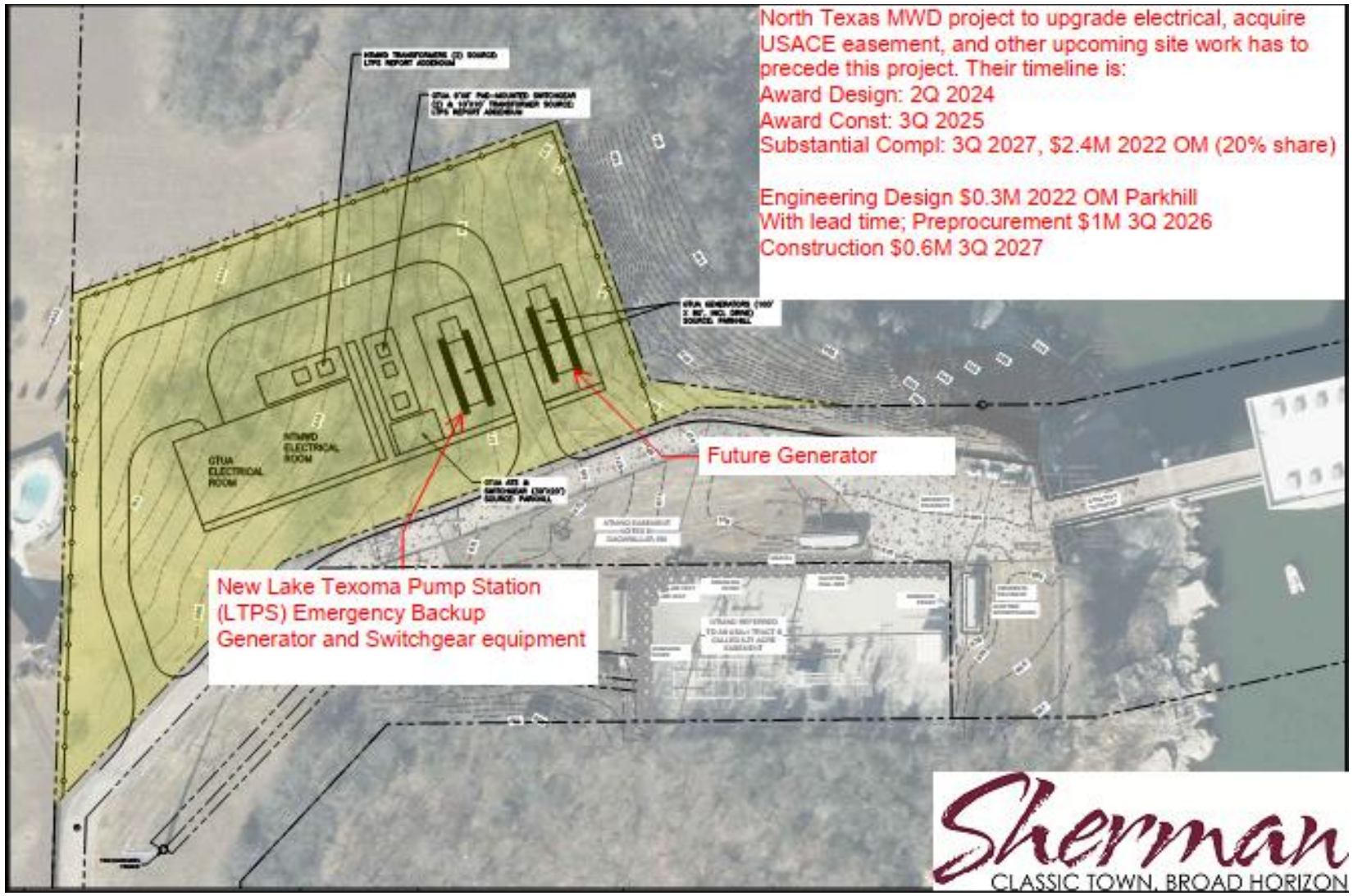
8” Water Line under US 75 and Travis St.



Southwest Industrial Sewer Line Replacement



Lake Texoma Pump Station Generator



Lake Texoma Pump Station Pumps Expansion





Description

New Raw Water Pumps to provide increased flow to Water Treatment Plant. Current capacity is 3 pumps at 7-MGD to give 21-MGD total capacity (14-MGD firm with largest pump out of service). The new capacity will be 46-MGD (30-MGD firm with largest pump out of service.)

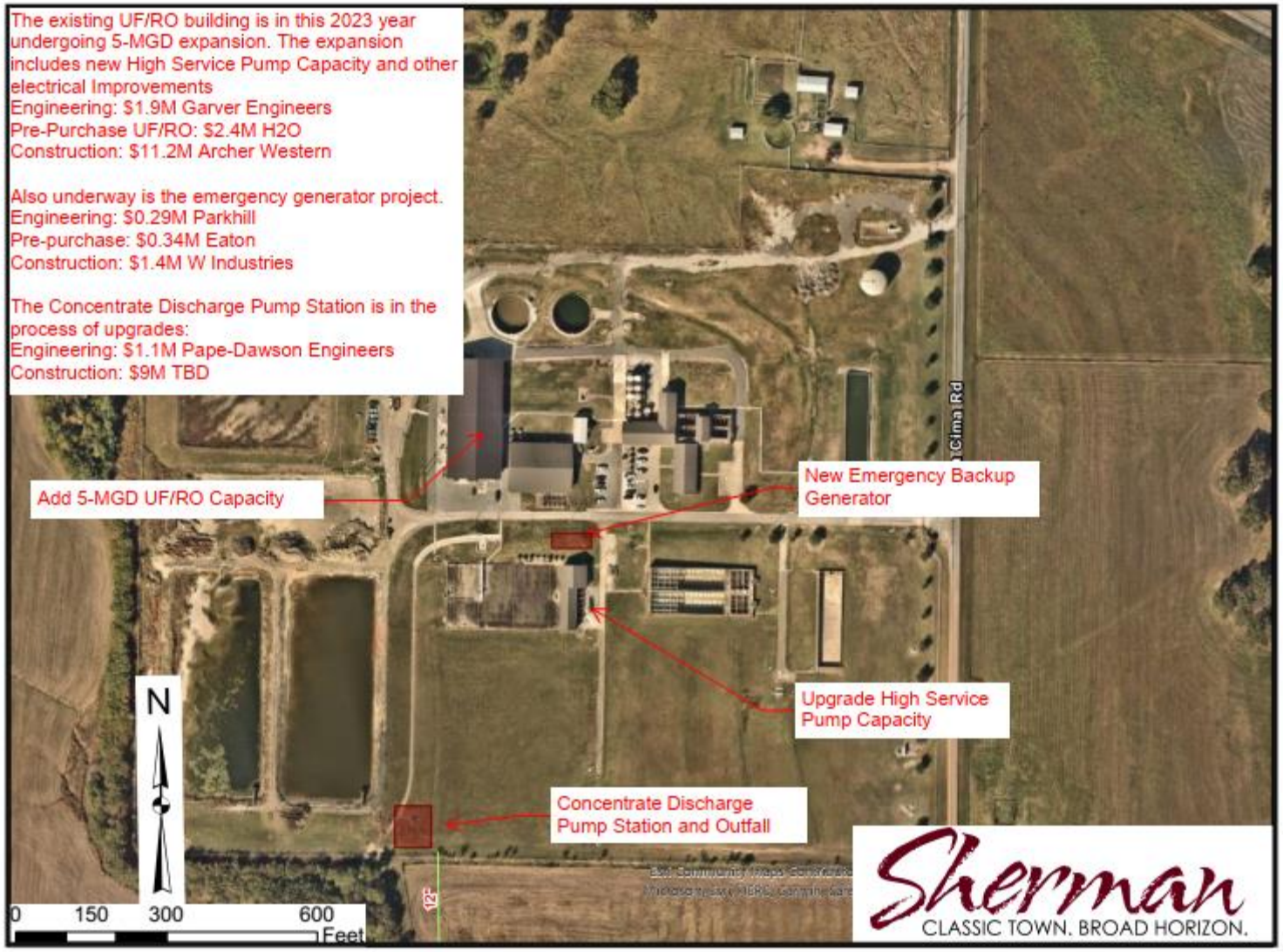
To avoid a future shut down when NTMWD installs the 84" raw water transmission main parallel to the 72", it was determined optimal to install the planned 54" header out into the yard. An ILA agreement to apply Sherman 20% toward the 84" line would apply.

Design: $1.8M (2023 OM Bonds)

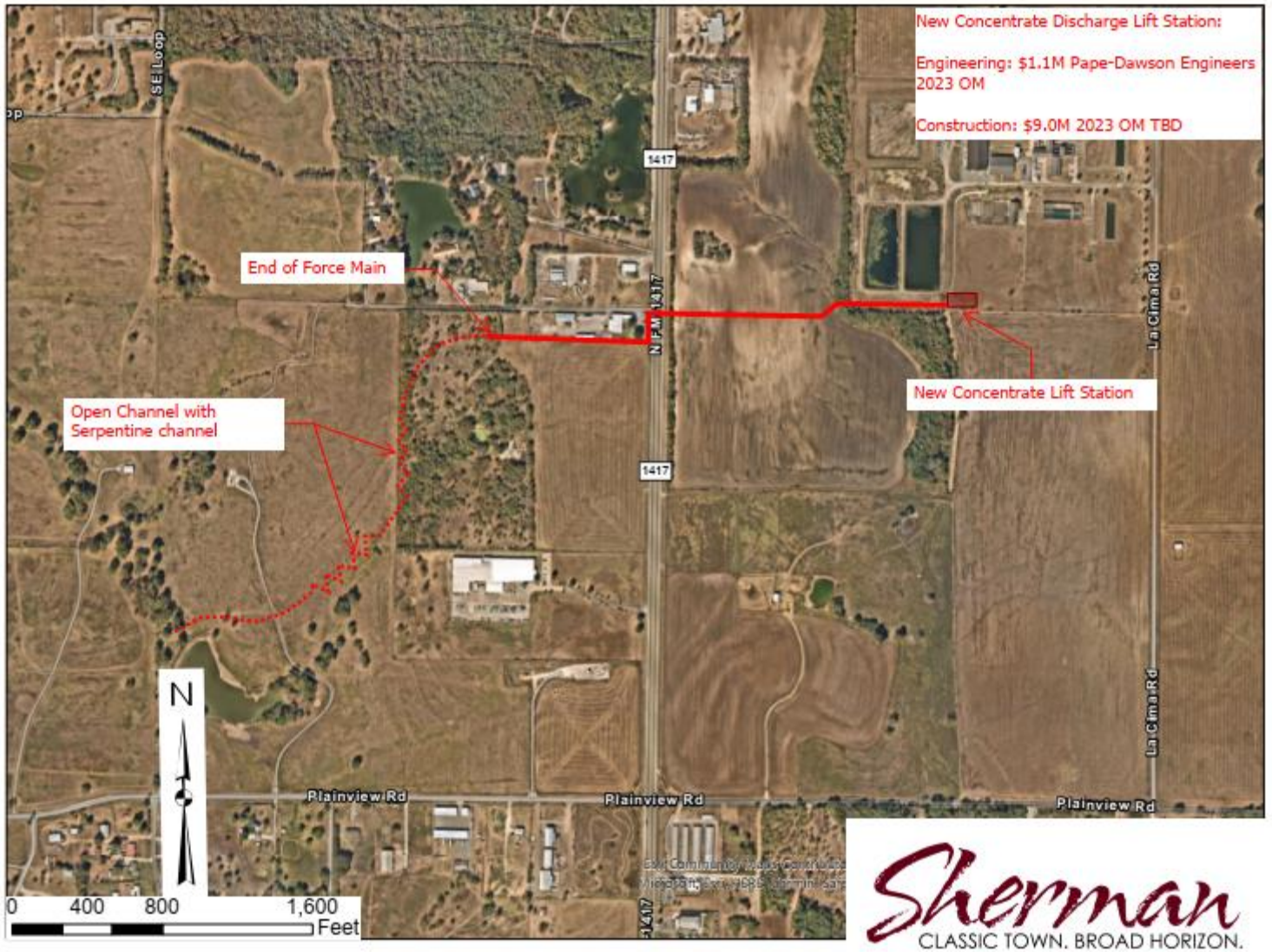
Construction - Cost $12.4M - 2024 budget

Funding - 2024 GTUA OM

WTP Current Upgrades

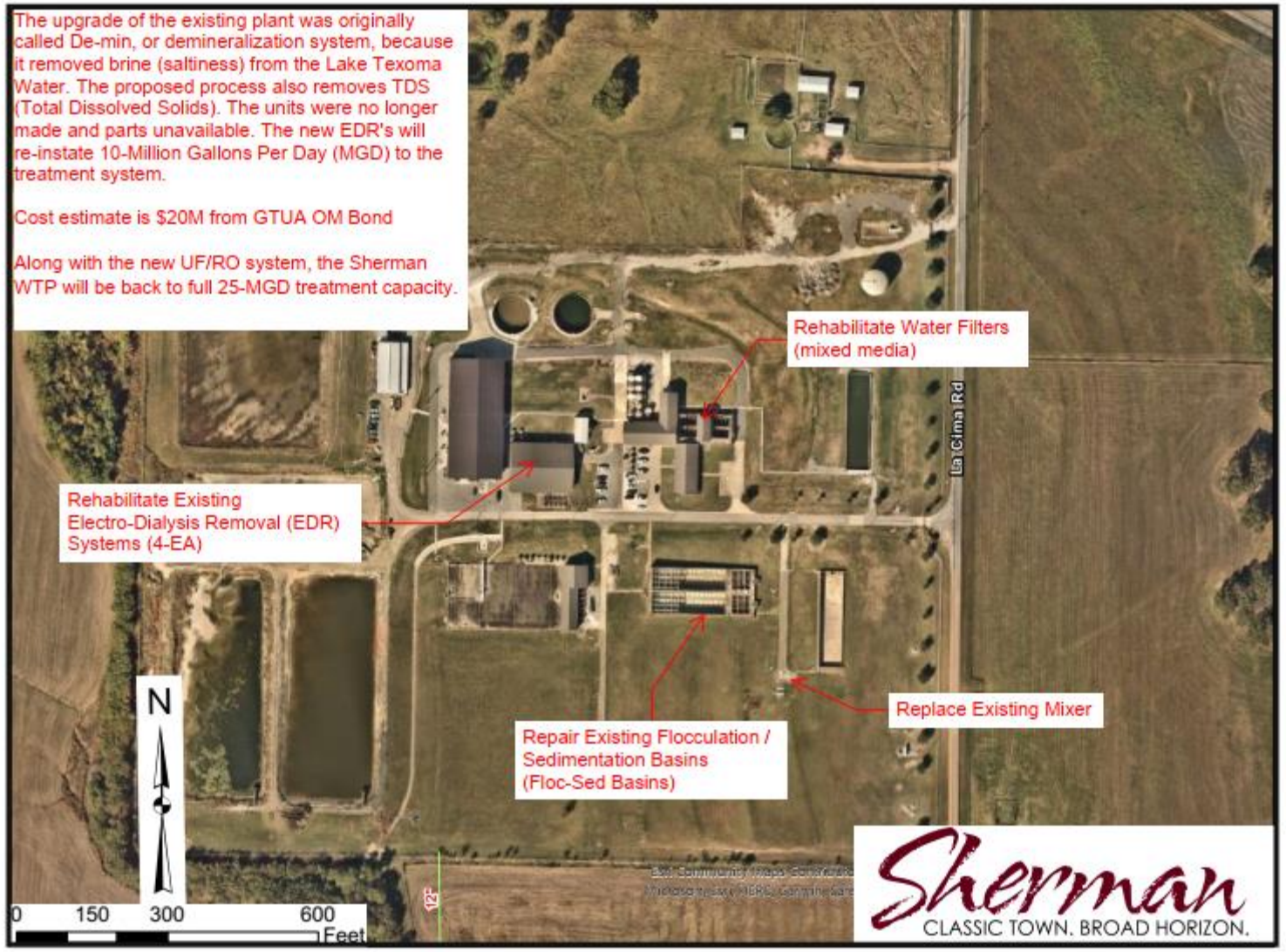


WTP Concentrate Discharge Line

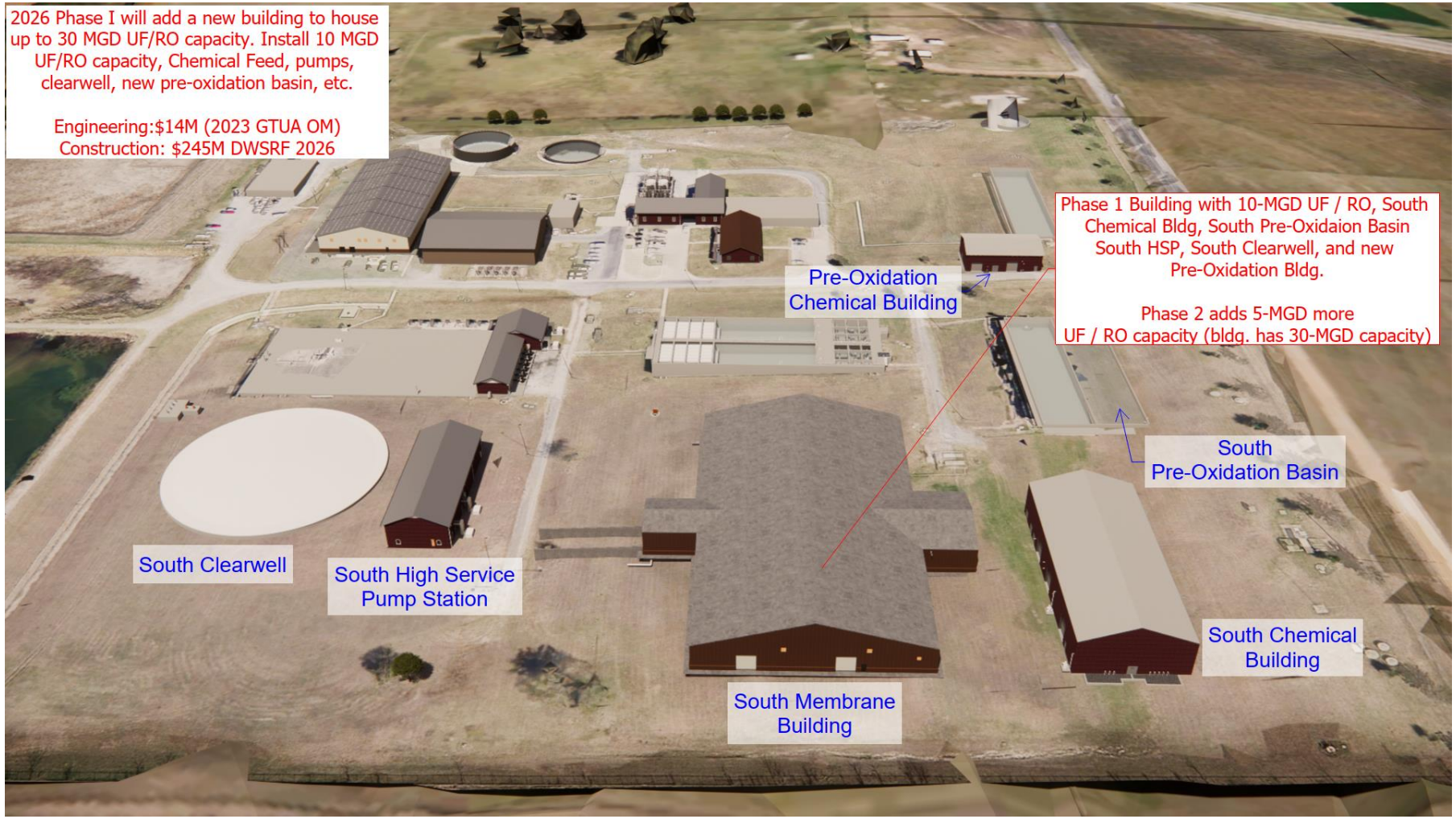


Sherman
CLASSIC TOWN. BROAD HORIZON.

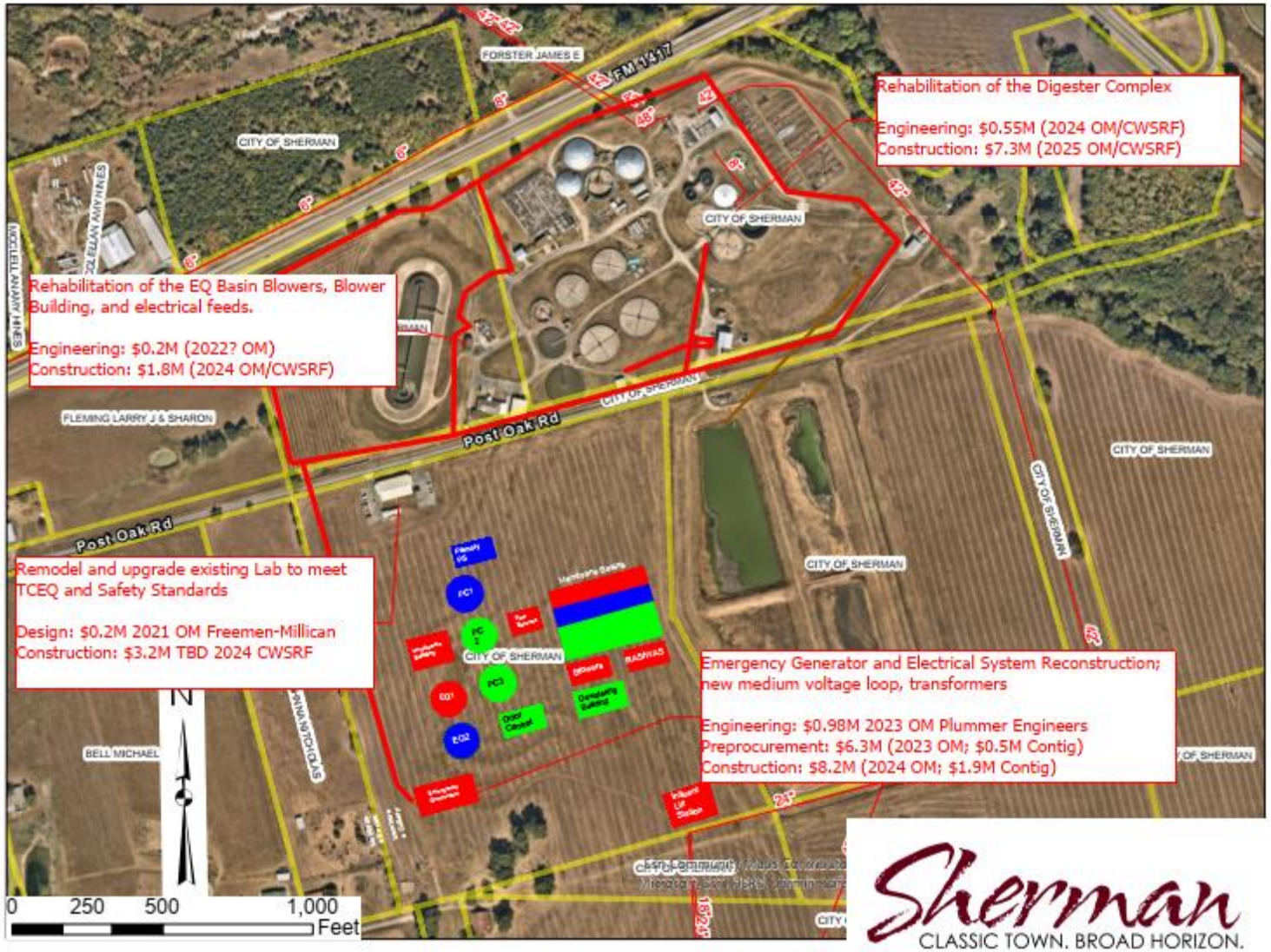
WTP Conventional Treatment Rehab.



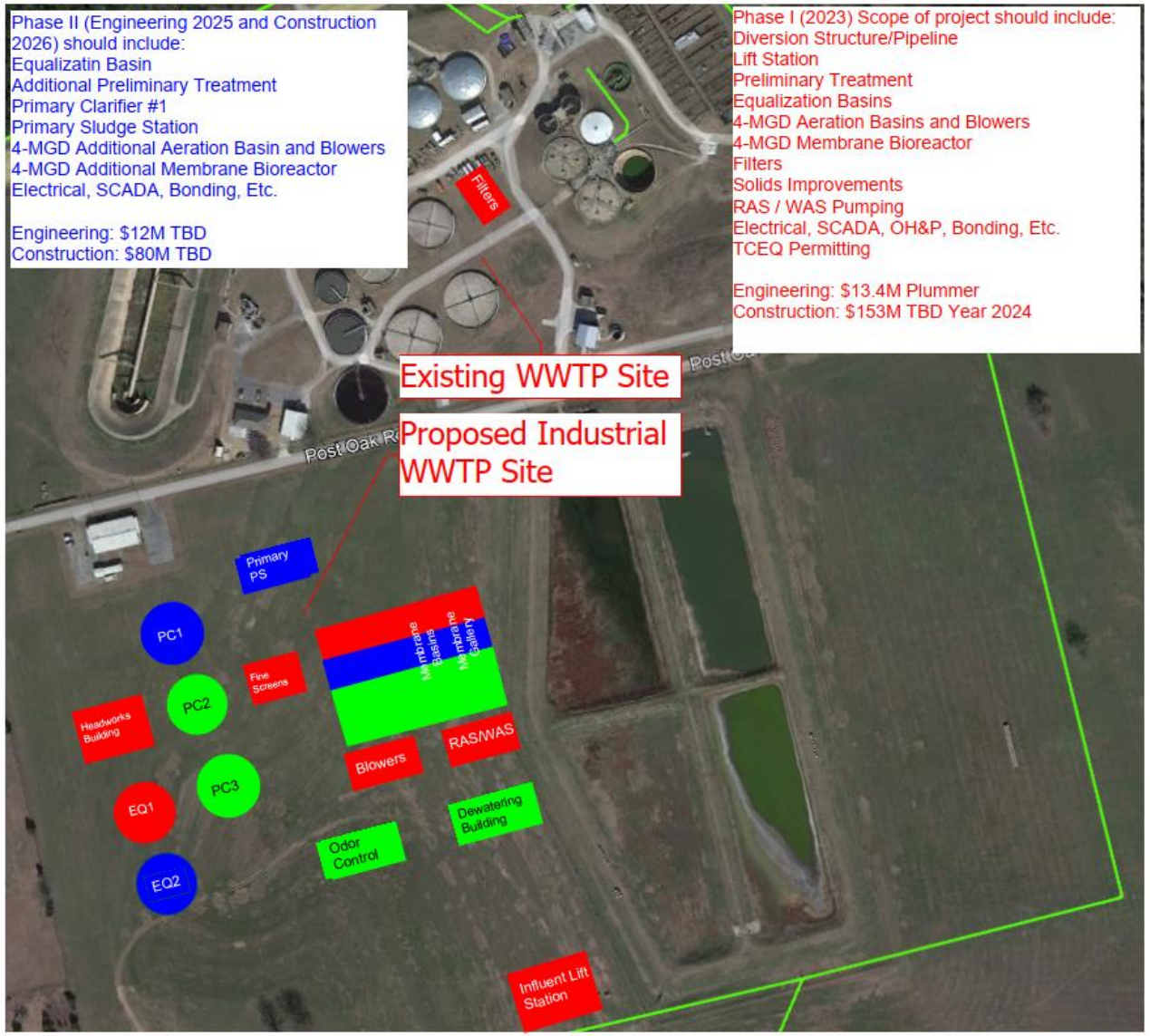
WTP Future Expansion



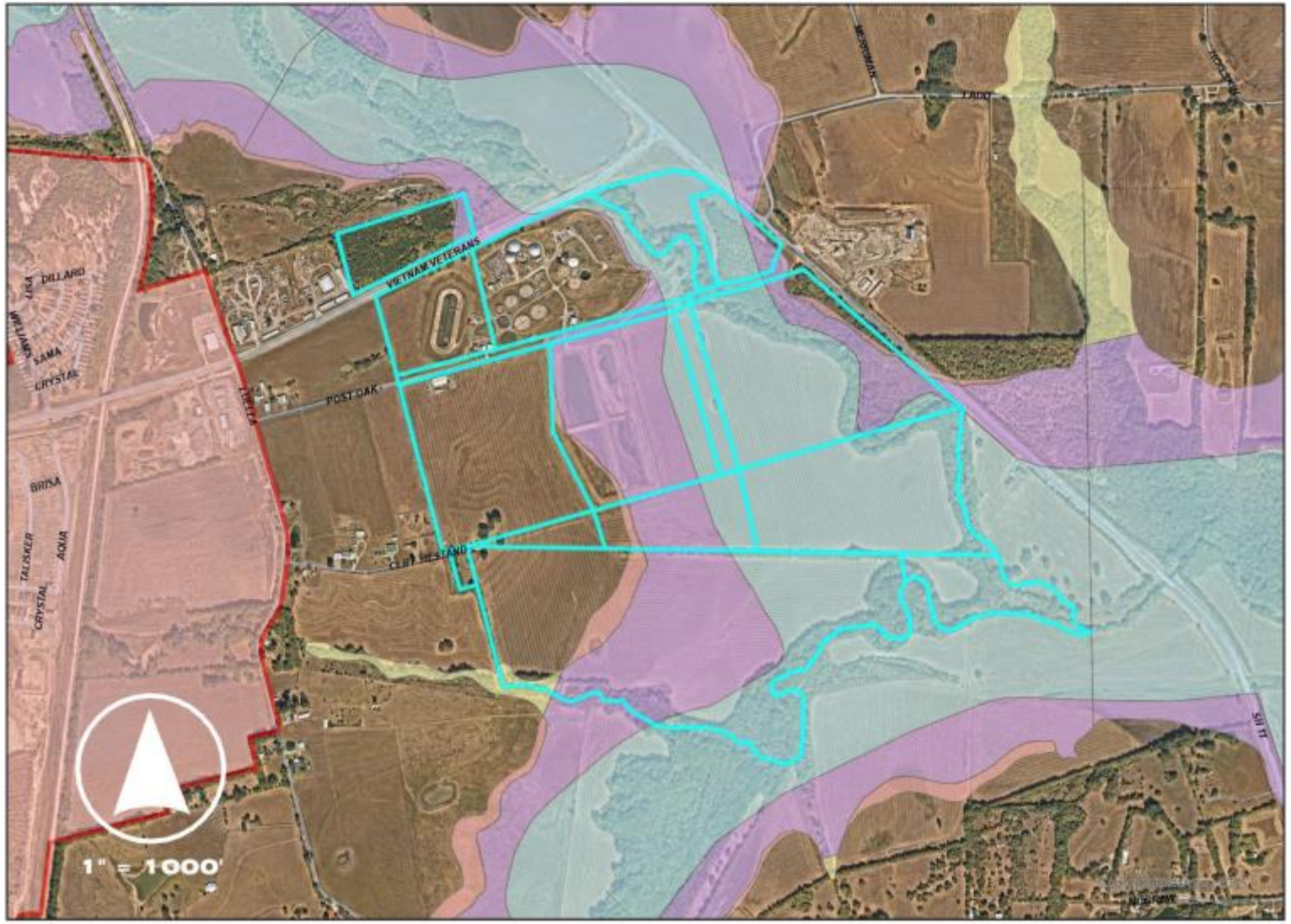
WWTP Existing Plant



WWTP 4-MGD Expansions



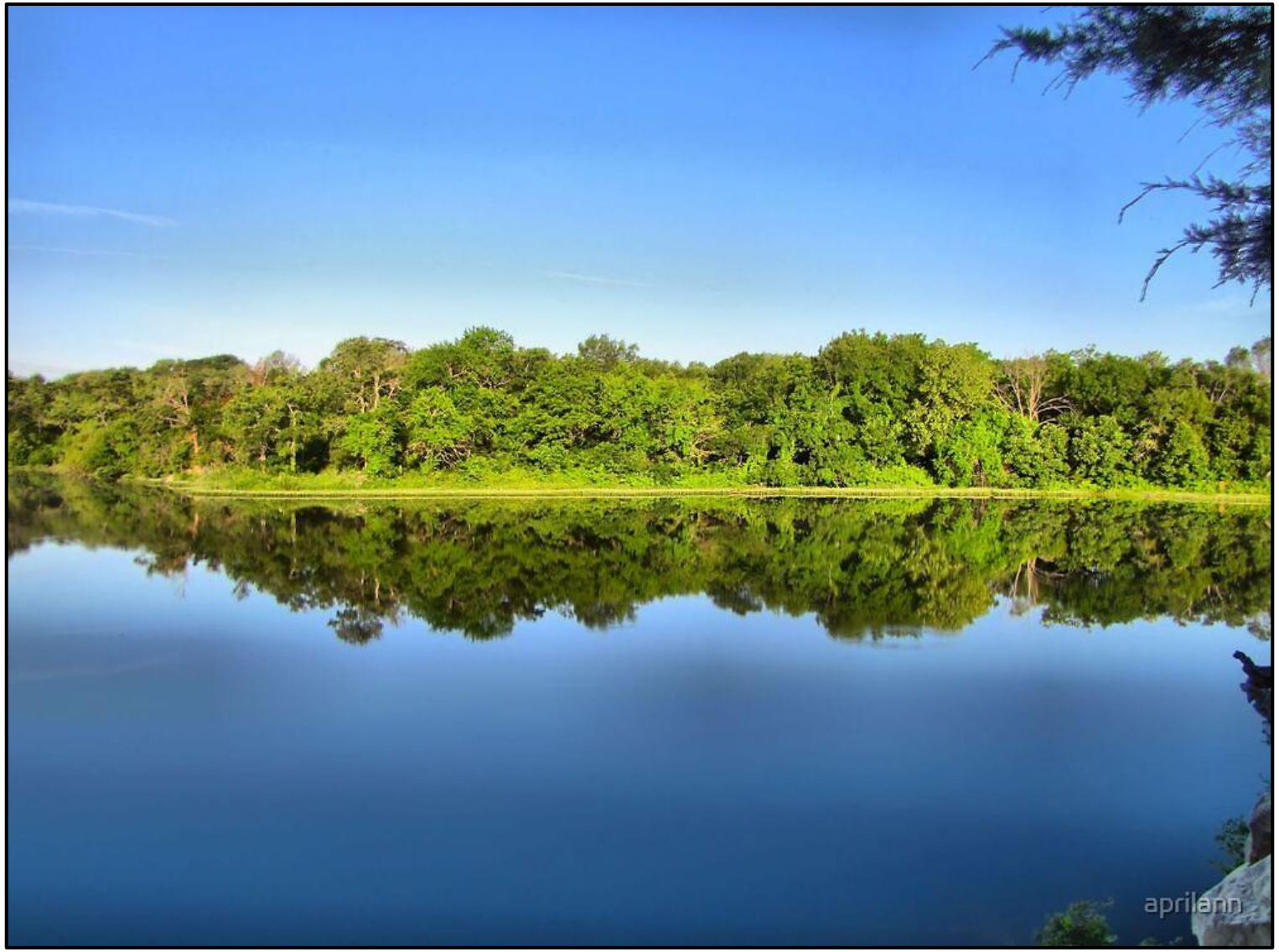
WWTP Overall Map



City of Sherman Property at WWTP

Sherman
CLASSIC TOWN. BROAD HORIZON.

Parks





landscape structures

Fairview Park

1173490-01-01-01 • 03.30.2023

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landscape structures

Fairview Park

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landscape structures®

Fairview Park

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landscape structures

Hawn Park

1173491-01-01-01 • 04.04.2023

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MAIN AQUATIC AREA: **1698 SQ. FT** - W/OVERSPRAY: **2507 SQ. FT** - **266 GPM** - **FLT** - **TK**: $275,000 -$285,000*



MAIN AQUATIC AREA: **2297 SQ. FT** - W/OVERSPRAY: **4004 SQ. FT** - **275 GPM** - **FLT** - **TK**: $500,000 - $520,000*



MAIN AQUATIC AREA: 3250 **SQ. FT** - W/OVERSPRAY: 4650 **SQ. FT** - **GPM** -1553 - **TK**: $1,000.000*

Water & Play
EXPRESSIONS









ACTIVITY TOWER - $190,725*



BONDS, RATES, OTHER

Required FY23 CO Bond Uses

(in $000)

Required Projects

Streets

	Beach Club Blvd/London Ln	$ 7.50
	Bel Air Blvd Construction Ph II (excludes utilities)	1.10
	Bel Air Land sale in TIRZ #7 (net with Bel Air Blvd)	(1.50)
	Signal at FM 1417 & Bel Air Blvd (TxDOT)	0.40
*	*Flanary Rd Alignment Study	0.30
*	*Flanary Engineering	-
*	*Flanary construction	5.40
*	*North-South Road	0.70
*	*Progress Construction & extension	4.30
	Lamberth & Friendship from Shady Oaks through Hickory Hill -Eng, ROW & Construction	7.45
	Shepherd Rd Design/Construction	12.00
	Signal at Hwy 75 & Shepherd	
	Signal at TI Employee Entrance	
	Signal at Delivery entrance	0.30
	Impact Fees - Shepherd Rd	(2.00)
	Heritage Ranch ramps - Eng	1.00
	Right-of-Way Agent	0.05
	OB Groner west of FM 1417 Construction	1.50
	Moore St - Park to Center St	5.90
	Impact Fees- Moore St (SA2)	(1.20)
	Total Required Streets	43.20

Drainage

Hills of Sherman Drainage Improvements	0.50

Facilities

Combine Sta #1 & #2	7.00
Station 4 concrete rebuild	0.25
Public Safety Trunking System	3.00
Total Required Facilities	10.25

Bridges

Center St Bridge at Post Oak Creek	0.75
McGee St Bridge Design	0.15
Total Required Bridges	0.90

Total Required Projects	$ 54.85

* SEDCO-funded $ 10.70

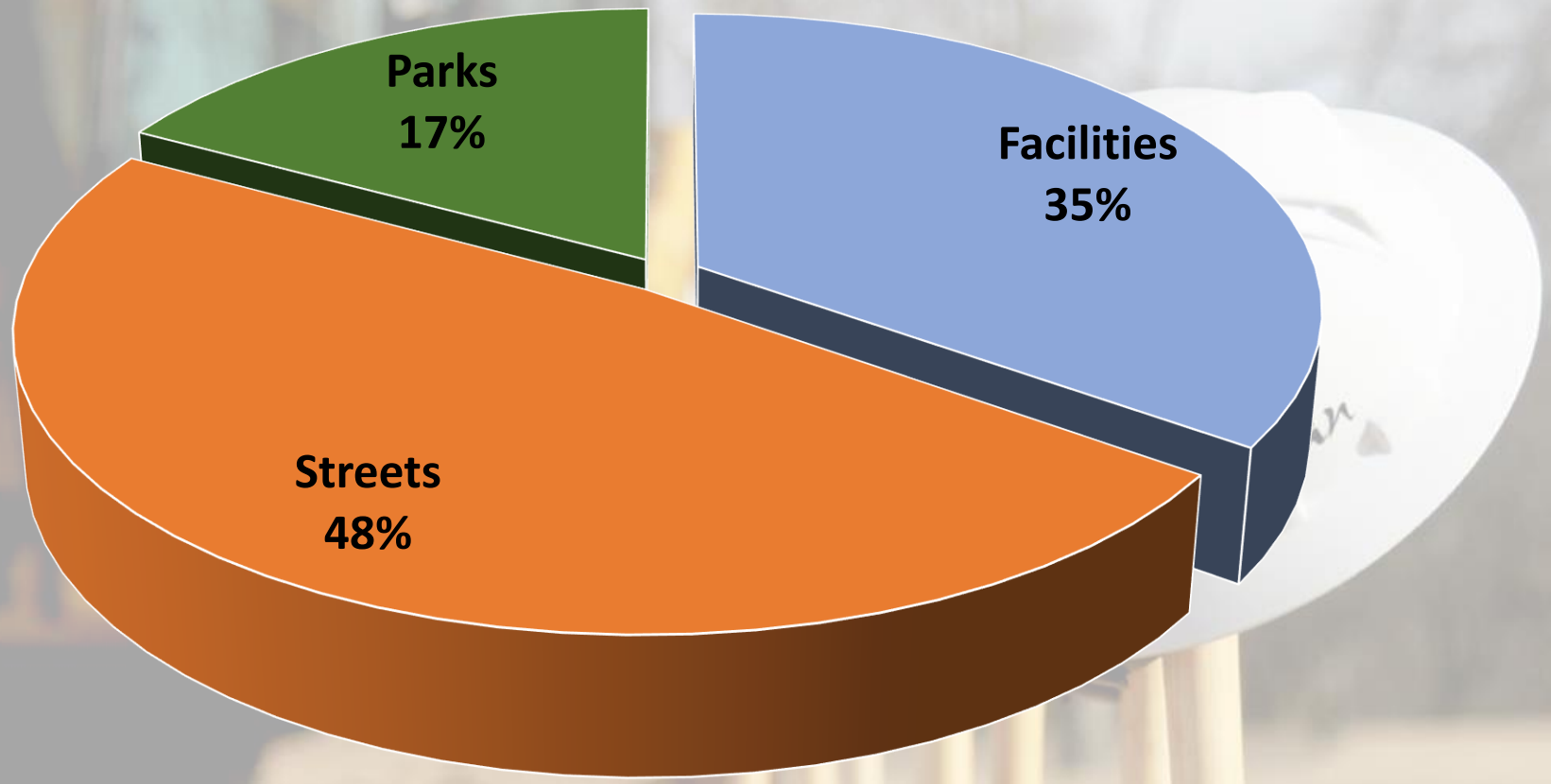
Other FY23 CO Bond Uses

(in $000)

Parks		
	Electrical at Pecan Grove West	0.20
	Ballfield & Trail lighting at PGW	1.40
	Trail lighting and restrooms at PGE	0.70
	Northcreek Subdivision Park	0.50
	Fairview - restroom & concession	0.50
	Asphalt Pump Track at Binkley Park	0.40
	Shark Tooth Park	0.20
	Master Plan Trail Construction	0.80
	Parks bucket	10.00
	Grant Match	1.20
Facilities		
	Land - future City facilities	2.00
	City Hall	20.00
	Total Non-required Projects	37.90
	Totals	$ 92.75

$15.9M

FY2023 CO Bond Uses (All)



Other Projects

	All Other Projects Amount (in millions)	Incremental Tax Rate
Parks		
Electrical at Pecan Grove West	0.20	0.0240
Ballfield & Trail lighting at PGW	1.40	0.1681
Trail lighting and restrooms at PGE	0.70	0.0840
Northcreek Subdivision Park	0.50	0.0600
Fairview - restroom & concession	0.50	0.0600
Asphalt Pump Track at Binkley Park	0.40	0.0480
Shark Tooth Park	0.20	0.0240
Master Plan Trail Construction	0.80	0.0960
Parks bucket	10.00	1.2005
Grant Match	1.20	0.1441
Facilities		
Land - future City facilities	2.00	0.2401
City Hall	20.00	2.4010
Total Non-required Projects	$ 37.90	4.5498
Totals	$ 92.75	51.5430
* SEDCO Funded Projects	$ 10.70	
City Funded Projects	$ 82.05	

$1.9 cents

Tax Rate Worksheet

Preliminary FY24 No New Revenue Tax Rate $.414/$100
(formerly Effective Tax Rate)

Preliminary FY24 Voter Approved Tax Rate (adj) $.537/$100
(formerly Rollback Tax Rate)

Current Tax Rate

M&O	$.265/$100
I&S	$.204/$100
	$.469/$100

Preliminary FY24 Tax Rate

M&O	$.260/$100
I&S	$.255/$100
	$.515/$100

4.6 cent increase in tax rate, all I&S rate

Tax Rate Management in Texas

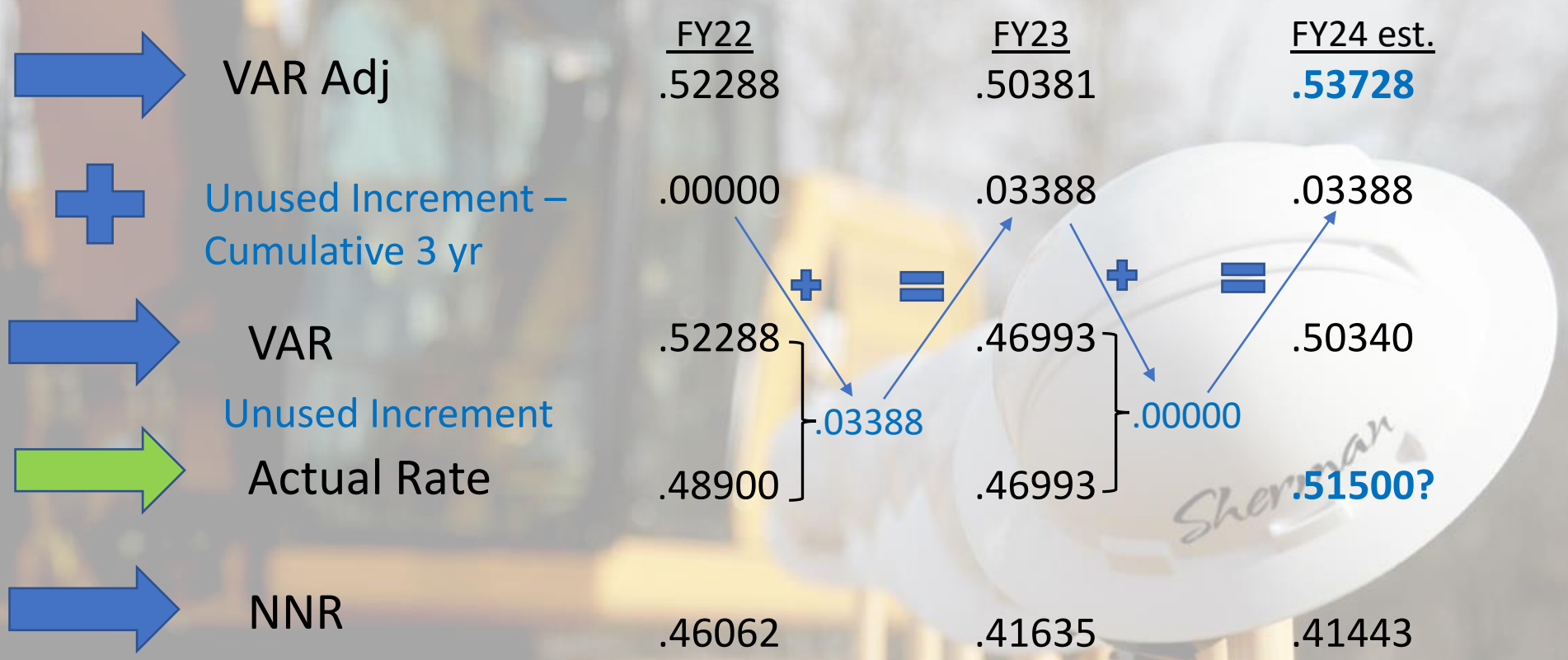
Voter-Approved Rate (“VAR Adj”) – Adjusted (Max Rate)

\+ Unused Increment (Cumulative rolling 3 years)

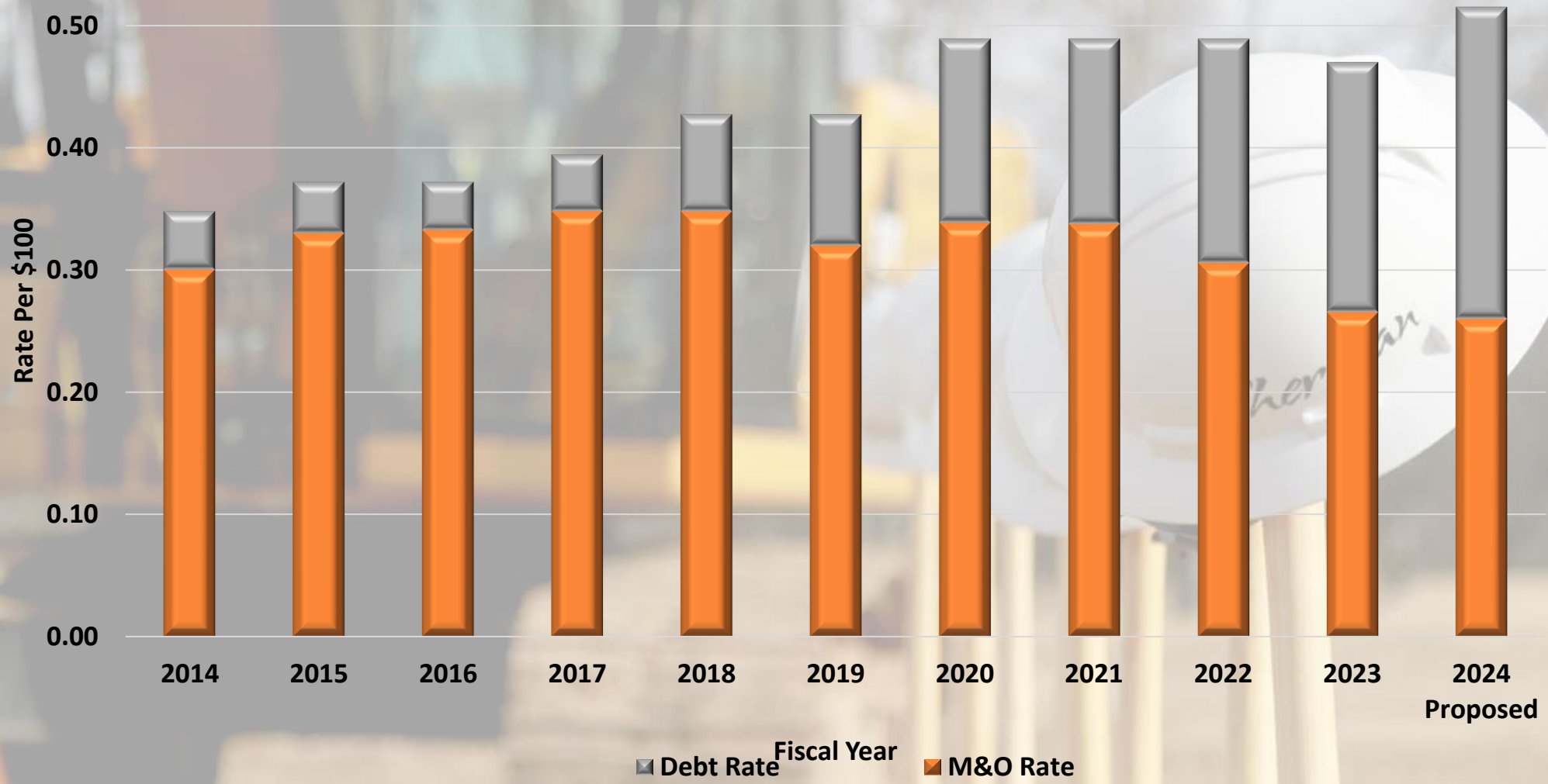
Voter-Approved Rate (“VAR”) – Unadjusted
(Previously “Rollback Rate”)

No-new-revenue Rate (“NNR” Previously
“Effective Rate”)

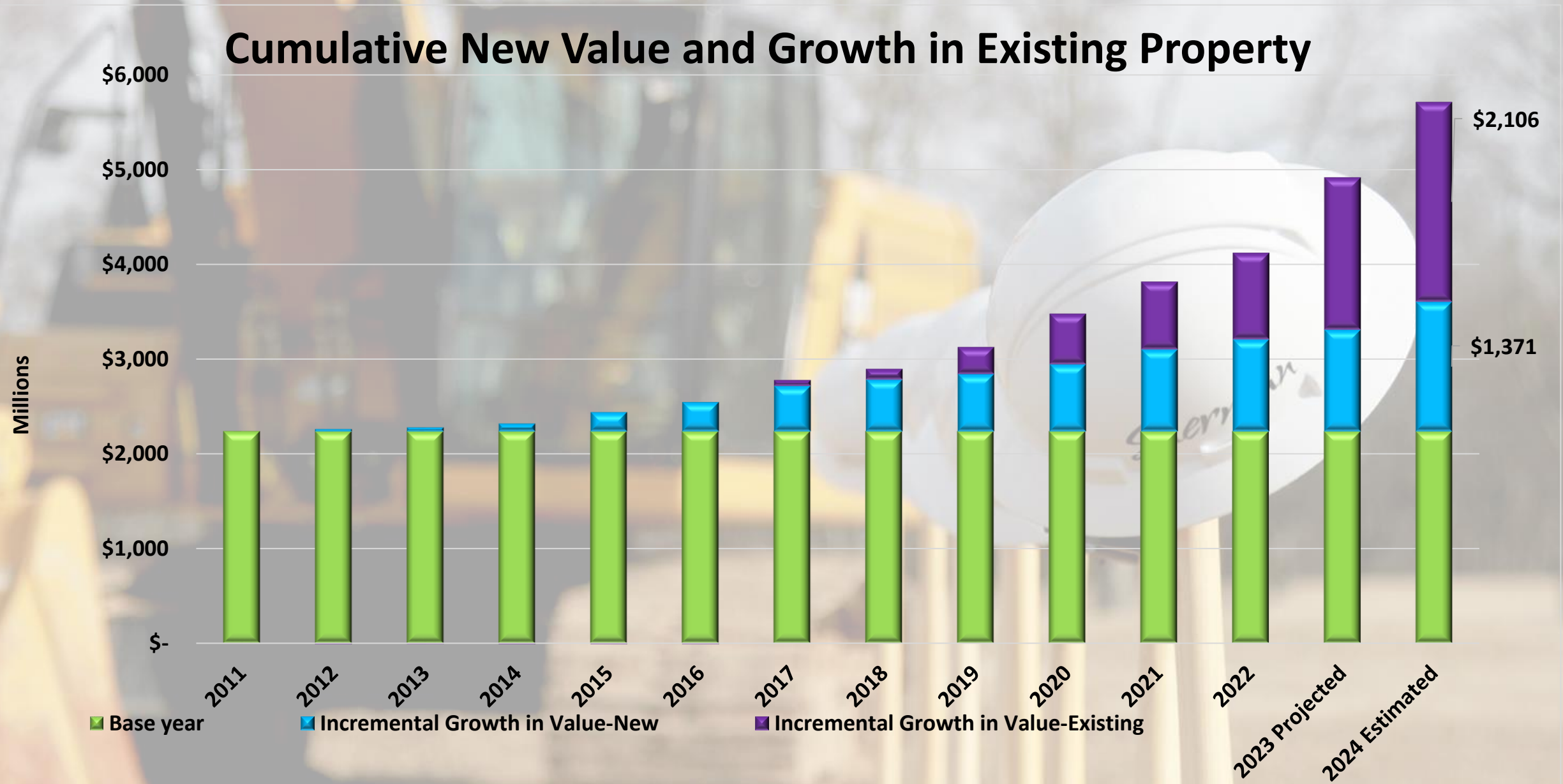
Tax Rate Management in Sherman



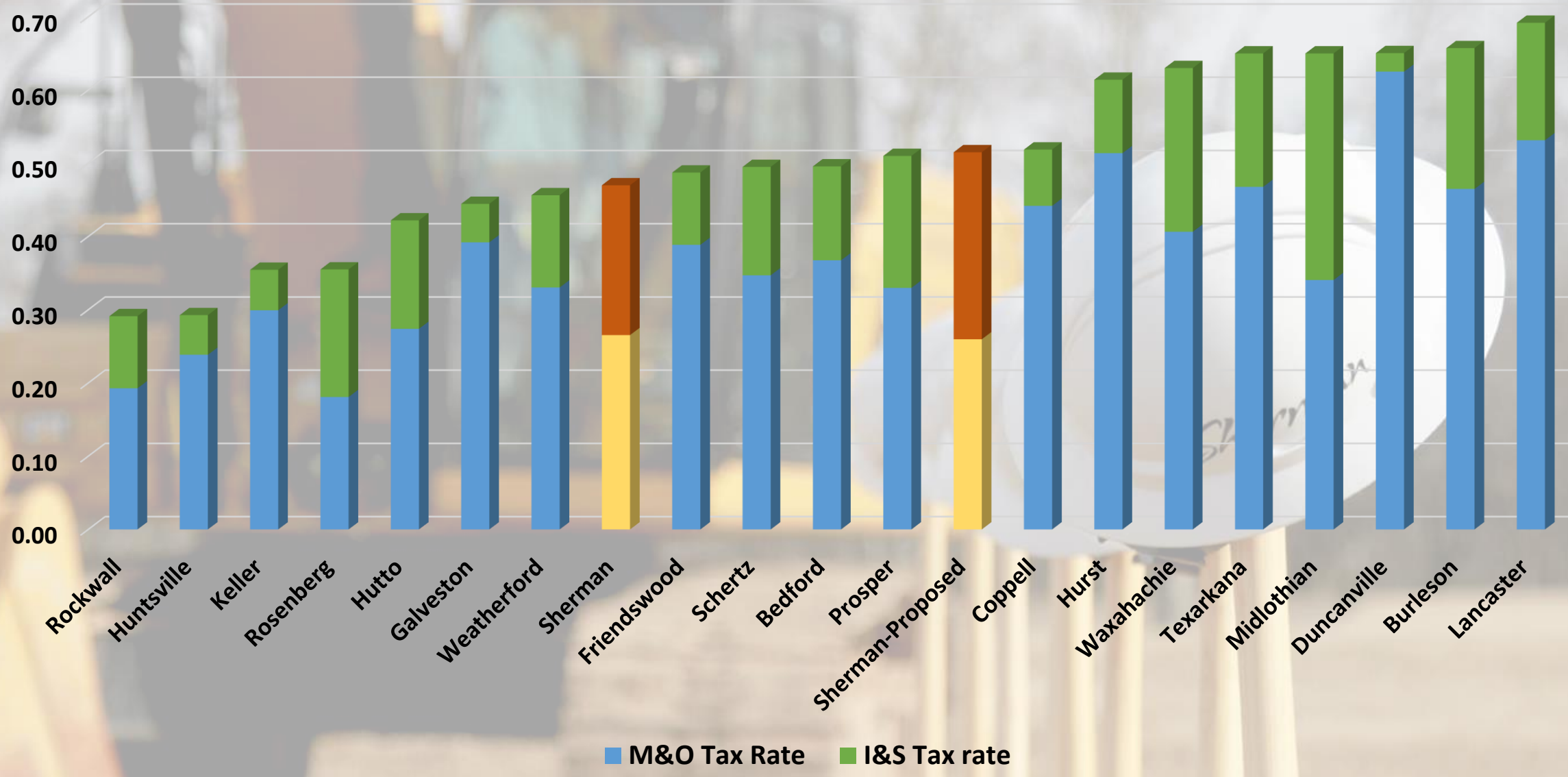
Historical Tax Rate



Historical Property Tax Growth



Tax Rates of Comparably Sized Cities



Per Capita Property Tax



Misc. Tax and Debt Stuff

Tax Statistics

- Estimated Net Taxable value FY23 ~ $5.1B
- So, $.01 tax rate = $512k revenue annually
- And, $.01 tax rate = $8.5M in bonded projects

Debt and FY2024 Budget Preview

- $55M +/- CO Bond issue can be funded while maintaining the current rate
- Projected utility projects can be funded without increasing recommendations of utility rate study from last year for Residential users

CO Legislation Update

- Texas HB 1489 – DOA, was replaced by HB4082
- Texas HB 4082 – Left standing in committee
- Texas SB 976/977 –
  - Didn't make it off the Senate Floor
  - Would have required any debt issued that is part of the I&S rate by approved by public vote; i.e., City would have to either pay for that debt service through their M&O rate OR take it to public vote
- So, looks like no major legislation affecting CO's will be passed this session…

Projected GTUA Debt Issues – Major System Projects

	2023 OM	2023A	2024 OM	2025 OM	2026 OM	2028 OM	Grand Total
100 MG terminal storage reservoir Construction			30,000,000				30,000,000
15 MGD WTP South (UF/RO) Construction					221,892,800		221,892,800
15 MGD WTP South (UF/RO) Design	7,038,469						7,038,469
2 MG Elevated Storage Tank Construction			13,708,500				13,708,500
2 MG Elevated Storage Tank Contingency			3,052,875				3,052,875
36" West Sherman Water Main CMAR	11,033,300						11,033,300
36" West Sherman Water Main Construction	37,116,171						37,116,171
36" West Sherman Water Main Contingency Construction	9,470,000						9,470,000
36" West Sherman Water Main Land Acquisition	11,112,500						11,112,500
36" West Sherman Water Main Preconstruc Svc	588,698						588,698
42" SS replacement of 24" SS line West of IT Design			570,000				570,000
42" SS replacement of 24" SS line West of TI- Construction				4,700,000			4,700,000
Bel Air Phase II (Legacy) Waterline	2,220,000						2,220,000
Center St water line relocation			600,000				600,000
Crossroads Sewer for hospital			1,200,000				1,200,000
Heritage Ranch gravity sewer	500,000						500,000
Hickory Hill Utility Improvements Construction	2,016,649						2,016,649
Hickory Hill Utility Improvements Engineering	102,344						102,344
Inverted siphon sewer line-Construction			500,000				500,000
Lake Texoma Backup Generator			1,600,000				1,600,000

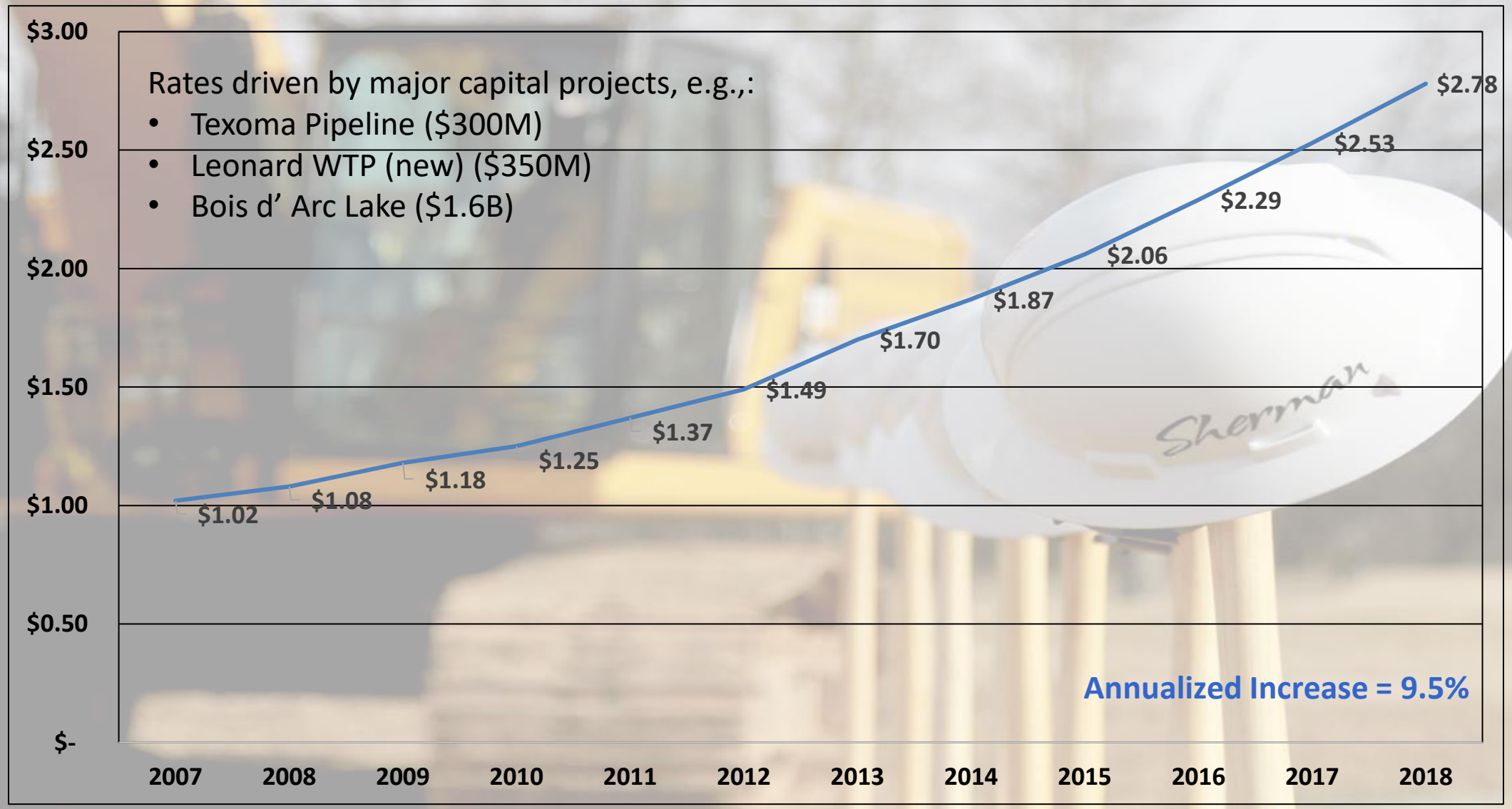
Projected GTUA Debt Issues – Major System Projects (cont'd)

	2023 OM	2023A	2024 OM	2025 OM	2026 OM	2028 OM	Grand Total
Lake Texoma Electrical Imp (Construction)			2,100,000				2,100,000
Lead & Copper Rule Revision (LCRR)-Eng	671,000						671,000
LTPS Expansion 2023 Construction			10,544,400				10,544,400
LTPS Expansion 2023 Contingency			1,896,600				1,896,600
LTPS Expansion 2023 Design	977,500						977,500
Post Oak 4 MGD WWTP Improvements Construction						50,000,000	50,000,000
Post Oak 4 MGD WWTP Improvements Design	11,369,931						11,369,931
Post Oak 4 MGD WWTP Improvements Prepurchase						20,000,000	20,000,000
Post Oak Creek Sewer Phase I			2,400,000				2,400,000
Post Oak Creek Sewer Phase I 25% Contingency			647,000				647,000
Post Oak Creek Sewer Phase I Eng	404,800						404,800
Post Oak Creek Sewer Phase II			1,300,000				1,300,000
Post Oak Creek Sewer Phase II 25% Contingency			340,000				340,000
Post Oak WWTP Electrical Improvements Construction			6,326,530				6,326,530
Post Oak WWTP Electrical Improvements Contingency	1,468,500		1,897,959				3,366,459
Post Oak WWTP Electrical Improvements Prepurchase	4,895,100						4,895,100
Rehab Clarifier #3				1,120,000			1,120,000
Rehab Main Digester Complex			500,000	7,300,000			7,800,000
Rehab of conventional plant		20,000,000					20,000,000
Rehab Rex Cruse EST Construction	500,000						500,000
Replace southside industrial sewer construction Phase I	5,700,000						5,700,000
Sherman WTP Concentrate Discharge System Construction	7,000,000						7,000,000
Sherman WTP Concentrate Discharge System Contingency	2,000,000						2,000,000
Sherman WTP Concentrate Discharge System Design	890,300						890,300
Southside Industrial Sewer Phase II			1,000,000				1,000,000
WWTP Industrial Exp - Eng & Construction		155,000,000					155,000,000
Grand Total	$ 117,075,262	$ 175,000,000	$ 80,183,864	$ 13,120,000	$ 221,892,800	$ 70,000,000	$ 677,271,926

Sample Utility Fund Financial Projections

UTILITY FUND	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Beginning Fund Balance	$ 1,409,771	$ 4,084,300	$ 7,628,351	$ 9,875,383	$ 13,780,588	$ 15,273,519	$ 18,849,303	$ 20,116,091
		5%	10%	15%	15%	10%	5%	5%
Water Sales	15,608,765	16,389,203	18,028,124	20,732,342	23,842,193	26,226,413	27,537,733	28,914,620
Sewer Sales	11,096,986	11,651,835	12,817,019	14,739,572	16,950,507	18,645,558	19,577,836	20,556,728
Water Vol Rev Incr			1,943,040	4,238,256	8,090,738	12,530,402	16,356,092	25,693,097
Sewer Vol Rev Incr			1,619,200	3,732,256	6,917,627	10,799,598	13,732,235	17,269,871
SEDCO Contribution		1,000,000	1,000,000	1,000,000	1,000,000			
General Fund Transfers		-		-	3,500,000	-		
Impact Fees	1,059,784	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	
Non-Rate Other	3,108,276	2,870,456	2,479,428	6,112,350	2,125,660	2,139,368	2,153,488	2,168,032
Transfers in		-				-		
Total Revenues	30,873,811	33,011,495	38,986,811	51,654,776	63,526,726	71,441,339	80,457,384	94,602,349
Operating	17,127,415	17,892,175	19,246,927	20,294,660	22,309,352	24,480,199	26,502,396	28,759,574
Capital Outlay	1,193,561	1,235,000	1,235,000	1,235,000	1,235,000	1,235,000	1,235,000	1,235,000
Debt Service	6,951,194	7,325,344	13,152,478	23,021,377	35,194,953	38,757,031	47,958,075	62,419,068
Transfers	2,927,112	3,014,925	3,105,373	3,198,534	3,294,490	3,393,325	3,495,125	3,599,979
Total Expenditures	28,199,282	29,467,444	36,739,778	47,749,571	62,033,795	67,865,555	79,190,596	96,013,621
Excess (Deficit)	2,674,529	3,544,051	2,247,032	3,905,205	1,492,931	3,575,784	1,266,788	(1,411,272)
Ending Fund Balance	$ 4,084,300	$ 7,628,351	$ 9,875,383	$ 13,780,588	$ 15,273,519	$ 18,849,303	$ 20,116,091	$ 18,704,819
Days in Fund Balance		94	98	105	90	101	93	71
Debt Coverage	1.98	2.06	1.50	1.36	1.17	1.21	1.13	1.05

NTMWD Member Rate History During Capital Expansion



FY2023-24 Budget Workshop – What to Expect

- Balanced operating budgets for General and Utility Funds
- More discussion on putting the operating and CIP workplan together
- Updates on various aspects of operations – Public Safety, Public Works, Utility Rate Plan (WillDan), Utility Master Plan (Freese and Nichols), Facilities, Neighborhood Enhancement, Parks
- Two desserts??

STATE OF TEXAS §

May 25, 2023

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT AN Imagine the Possibilities 2023: Sherman Main Street Walking Tour was begun and held at 218 W. Houston Street, Ste 100, Sherman, Texas 75090, on May 25, 2023, at 5:39 p.m.

COUNCIL MEMBERS PRESENT: Deputy Mayor Josh Stevenson.
Council Members Holland, Teamann.

COUNCIL MEMBERS ABSENT: Mayor David Plyler.
Council Members Dobbs, Howeth, Marroquin.
.

AGENDA: **Walking Tour of the City of Sherman Main Street**

NO VOTES OR FORMAL ACTION WILL BE TAKEN DURING THIS EVENT

There was not a quorum of Council Members in attendance at this event, so it did not constitute a Called Meeting.

The walking tour included the following locations:
218 W. Houston Street, Suite 100
328 W. Lamar Street
124 S. Crockett Street
207 S. Travis Street
213 N. Travis Street

The Walking Tour ended at 7:15 p.m.

_____
MAYOR

ATTEST

_____
CITY CLERK

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Called Meeting **C. 1.**

Meeting Date: 06/09/2023

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

E. 8. **** RESOLUTION NO. 7087***
Authorizing the Execution of a Professional Services Agreement with Huitt-Zollars, Inc. for the Design of Trail Lighting and Restrooms at Pecan Grove East Park.

E. 9. **** RESOLUTION NO. 7088***
Authorizing the Execution of a Contract with Hunter Knepshield of Texas, Inc. for the Purchase and Installation of a Shelter at the Westhill Cemetery through the Buyboard Purchasing Cooperative

E. 10. **** RESOLUTION NO. 7089***
Authorizing the Purchase of Traffic Control Equipment for the Crosswalk at E. Brockett from Consolidated Traffic Controls, Inc. through H-GAC.

E. 11. **** RESOLUTION NO. 7090***
Authorizing the Purchase of Traffic Control Equipment for the Crosswalk at N. Grand Ave. from Consolidated Traffic Controls, Inc. through H-GAC.

F. 1. **** REQUEST TO ADVERTISE***
Request to Advertise for a New Life and Disability Benefits Insured Carrier for the City of Sherman

F. 2. **** REQUEST TO ADVERTISE***
Purchase of Two New Vehicles for the Sherman Police Department

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Called Meeting **C. 2.**

Meeting Date: 06/09/2023

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

H. 2. ***** OTHER BUSINESS***

Final Plat of Sherman Crossroads Commercial Addition, consisting of 1.00 acre in the Preston Kitchen Survey, Abstract No. 667, and is currently located in the Blalock Industrial Park/Blalock Commercial Overlay District/PD (Planned Development); William Harkinson, Sherman Crossroads, LTD, Owner, Quiddity, Land Surveyor (3600 Block Crossroads Boulevard)

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

Replat of Sherman Crossroads, Phase IV, Lots 28, 29, 30, & 31, Block 2, consisting of 5.65 acres in the Preston Kitchen Survey, Abstract No. 667, and being Lot 6R, Block 2, of Sherman Crossroads, Phase II, and is currently zoned PD (Planned Development)/ Blalock Industrial Park/Blalock Commercial Overlay District; Sherman Crossroads, LTD, Owner; and A&W Surveyors, Surveyor (3320-3550 Block Crossroads Boulevard)

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

Final Plat of 1411 East Chaffin Addition, consisting of 0.273 acres in the G.B. Pilant Survey, Abstract No. 963, and is currently zoned R-6 (Single Family Residential) District; James and Leah Harrison, Owner and Preston Trail Land Surveying, Surveyor (1411 East Chaffin Street)

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

Public Hearing and Replat of Montano Addition, consisting of 0.173 acres, being a part of Lot 3 and Lot 4, Block 5 of the Epsteins Addition, and is currently zoned R-6 (Single Family Residential) District; Javier Montano, JDM Builderz, LLC, Owner and Caleb Jones, Underwood Drafting & Surveying, Inc., Surveyor (921 South Willow Street)

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

Replat of Lot 14 Parkview Addition, being a replat of Lot 14 and the adjacent 15' alley, in the Parkview Addition, consisting of 0.311 acres, being a part of the J.B. McAnair Survey, Abstract No. 763, and is currently zoned R-6 (Single Family Residential) District; David Baca and Luis Hernandez, Owners and Copley Land Surveying, Surveyor (211 and 215 North Ricketts Street)

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

Final Plat of Concord Village Addition, consisting of 3.648 acres in the J.B. McAnair Survey, Abstract No. 763; Ray Jean Hankey, Trustee, Owner; Underwood Drafting & Surveying, Surveyor (820 North Sam Rayburn Freeway)

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Called Meeting **D. 1.**

Meeting Date: 06/09/2023

Approved By: Robby Hefton, City Manager

Caption:

PUBLIC HEARING

Final Statement/Action Plan for Program Year 2023 Community Development Block Grant

Issue:

Approval of the Program Year (PY) 2023 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- and 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 2023, the City will allocate the majority of the funds towards parks improvement, substandard structure demolition, and public service activities.

Over the past five (5) years, the City of Sherman's history of allocations for the Community Development Block Grant is as follows:
PY 2019 - $358,317.00
PY 2020 - $366,740.00
PY 2021 - $378,731.00
PY 2022 - $335,940.00
PY 2023 - $308,195.00

Origination:

Jana Garner, Grants Coordinator

Financial Consideration:

The City of Sherman has been allocated $308,195 in Community Development Block Grant funds from HUD to address our various community development needs for low- and moderate-income and special needs citizens during PY 2023.

Staff Recommendation:

It is staff recommendation that the Sherman City Council approve the resolution to adopt the PY 2023 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

Projected Use of Funds
HUD Notifcation Letter

Attachment A

CITY OF SHERMAN, TEXAS
FINAL STATEMENT/ACTION PLAN OF
COMMUNITY DEVELOPMENT OBJECTIVES
AND PROJECTED USE OF FUNDS FOR PROGRAM YEAR 2023

GRANT NO: B-23-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 program year 2023 is $308,195.00. These funds will be available on October 1, 2023. 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 2023

DEMOLITION/CLEARANCE PROGRAM: $88,000
A program to demolish vacant, substandard structures and clear property lots that pose a risk to health and safety.

PARK IMPROVEMENT: $112,356
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 among the entire community. The focus will especially be to benefit those living in low-moderate income areas and those with disabilities.

PROGRAM ADMINISTRATION: $61,639

- **CITY PROGRAM ADMINISTRATION: $44,839**
  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, and 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.
- **CASA OF GRAYSON COUNTY: $4,200**
  A program to train and support volunteer advocates and staff on process and procedures to advocate for foster children in Grayson County that have been abused or neglected.
- **FOUR RIVERS OUTREACH: $4,200**
  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 those who, at one time, resided within the city limits of Sherman.
- **GRAND CENTRAL STATION: $4,200**
  A program to support nutrition, specifically food for low- and moderate-income Sherman residents.
- **GRAYSON COUNTY CRISIS CENTER: $4,200**
  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.

PUBLIC SERVICE ACTIVITIES: $46,200

- **BOYS & GIRLS CLUB OF SHERMAN, INC.: $4,200**
  Funds to be used to assist with the development and advancement of a teen program for those from low- and moderate-income households.

- **CHILDREN'S ADVOCACY CENTER: $4,200**
  A program to provide high quality services to abused and traumatized children who, at one time, resided within the city limits of Sherman.
- **HOUSE OF ELI: $4,200**
  Funds will be used to house and assist young men, ages 18-21, who are aging out of foster care or being released from incarceration provide shelter, food, clothing, personal needs, and a family environment in which they can thrive.
- **MULTICULTURAL FAMILY CENTER: $4,200**
  Provide direct adult educational services to underserved immigrant population including ESL, Parenting, Family Literacy and Citizenship.
- **SHERMAN HOUSING AUTHORITY: $4,200**
  A program to address the problems of drug abuse and associated crime in public housing. Activities include increasing law enforcement services to stop the sale of illegal drugs in and around assisted housing, apprehend sellers of such drugs, and reduce crime in the assisted housing area.
- **SHERMAN YOUTH SPORTS ASSOCIATION: $4,200**
  A program to provide sports equipment to children from low- and moderate-income households so that they can participate safely in activities offered by the Sherman Youth Sports Association.
- **TEXOMA FAMILY SHELTER, INC.: $4,200**
  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.
- **TEXOMA AREA PARATRANSIT SYSTEM: $4,200**
  CDBG funds will pay for public transportation costs for eligible residents to access medical, nutrition, education, grocery, and other eligible activities.
- **THE CAMP: $4,200**
  Funds will be used for after-school and boxing programs to help the children in the community with learning, discipline and structure.
- **UNITED WAY OF GRAYSON COUNTY: $4,200**
  Cradle to Workforce is to create safe neighborhood providers in low-income areas for our most vulnerable families who need flexible childcare schedules.
- **CHILD & FAMILY GUIDANCE CENTER: $4,200**
  A program to provide counseling services for family dysfunction, alcohol and substance abuse, domestic violence, and sexual abuse for low- and moderate-income Sherman residents.

ALLOCATION FOR PROGRAM YEAR 2023: $308,195

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 and recreational facilities in the low- and moderate-income target areas.
3. Improve the quality of life for Sherman residents 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 and households.
5. Provide support for provision of emergency shelter, food, and assistance to the homeless and those in danger of becoming homeless.
6. Assist in providing counseling services to youth and adults from low- and moderate-income families.
7. Assist in providing activities for children and teens from low- and moderate-income families.
8. Provide support for provision of shelter and assistance to men in overcoming addiction.
9. Provide services for abused and neglected children.

The Action Plan of Community Development Objectives and Projected Use of Funds for Program Year 2023 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 Jana Garner, 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 July 5, 2023. Comments received will be included in the summary of citizen participation of this Plan.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

PRINCIPAL DEPUTY ASSISTANT SECRETARY
FOR COMMUNITY PLANNING AND DEVELOPMENT

February 27, 2023

The Honorable David Plyler
Mayor of Sherman
220 W Mulberry Street
Sherman, TX 75090-5832

Dear Mayor Plyler:

Congratulations! I am pleased to inform you of your jurisdiction's Fiscal Year (FY) 2023 allocations for the Office of Community Planning and Development's (CPD) formula programs. Your jurisdiction's FY 2023 available amounts are as follows:

CPD Programs:	**Amount**
Community Development Block Grant (CDBG)	$308,195
Emergency Solutions Grant (ESG)	$0
HOME Investment Partnerships (HOME)	$0
Housing Opportunities for Persons With AIDS (HOPWA)	$0
CDBG Recovery Housing Program (RHP)	$0

These grant funds provide the financial tools to support individuals, families, and communities to address homelessness, affordable housing challenges, aging infrastructure, and economic hardships. CPD is committed to being your partner throughout the process of using these funds. Our local office will assist in finalizing grant agreements, offer technical assistance and training when needed, and monitor and implement grant funds for eligible projects in a timely manner. We will work with you to ensure proper reporting in the Integrated Disbursement and Information System (IDIS) so we can together improve performance data on how these programs are benefitting and touching people's lives, build trust with stakeholder groups and Congress, and amplify the success stories that you and your jurisdiction are able to accomplish with these vital resources.

Based on your jurisdiction's CDBG allocation for this year and outstanding Section 108 balances as of February 27, 2023, you also have $1,540,975 in available Section 108 borrowing authority. Since Section 108 loans are federally guaranteed, this program can leverage your jurisdiction's existing CDBG funding to access low-interest, long-term financing to invest in your jurisdiction.

Thank you for your continued interest in CPD programs, I greatly appreciate your leadership in using these funds to address your most urgent housing and community development needs, including preventing and reducing homelessness. If you or any member of your staff have questions, please contact your local CPD Field Director.

Sincerely,



Marion Mollegen McFadden
Principal Deputy Assistant Secretary
for Community Planning and Development

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Called Meeting **D. 2.**

Meeting Date: 06/09/2023

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6598

Renewing the Designation of the Residential Reinvestment Zone, Number Ten (#10), City of Sherman, Texas, for the Purpose of Residential Tax Abatement and Raise the Eligibility Cap of the Residential Tax Abatement for the Residential Reinvestment Zone, Number Ten (#10), City of Sherman, Texas from $100,000.00 to $150,000.00; Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

To Renew the Designation of the Residential Reinvestment Zone, Number Ten (#10), City of Sherman, Texas, for the Purpose of Residential Tax Abatement and Raise the Eligibility Cap of the Residential Tax Abatement for the Residential Reinvestment Zone, Number Ten (#10), City of Sherman, Texas from $100,000.00 to $150,000.00

Background:

The City currently maintains a Residential Tax Abatement Program to promote reinvestment in economically declining sections of the City. To qualify for the Program, a property is required to have residential zoning. The Reinvestment Zone created for residential tax abatement expires five years after the date of designation and may be renewed for periods not to exceed five years. This Zone designates the geographic boundaries of properties eligible for benefit under the Program.

The Zone was last revised and renewed by Ordinance No. 6408, adopted at the September 7, 2021 City Council meeting. The Zone has been revised to include the latest update from the U.S. Census Bureau of low-to-moderate income tracts. The map was updated to reflect the current low-to-moderate income tracts designated by the U.S. Census Bureau and used for the City's Community Development Block Grant (CDBG) Program. The program was revised to apply only to properties whose value is assessed at less than $100,000.00.

The new Ordinance proposes to update the value of assessed property from $100,000.00 to $150,000.00 due to the rising cost of materials. The City of Sherman adopted The Sherman Comprehensive Plan on December 5, 2022. One of the goals of the Comprehensive Plan was to build long-term neighborhood integrity with a balanced, diverse mix of housing that supports the preservation and creation of quality, affordable housing. During the development of the Comprehensive Plan, the City held community engagement exercises, an Open House and an Online Survey. One of the key takeaways from the community engagement exercise was to promote development on the East side of Sherman. The online

survey ranked Housing Affordability number One in Areas of Importance.

Origination:

Development Services

Financial Consideration:

There is no direct cost to revising the Reinvestment Zone for Sherman's Residential Tax Abatement Program.

Staff Recommendation:

The staff recommends approval of this ordinance and the renewal of Residential Reinvestment Zone, Number Ten (#10), City of Sherman, Texas.

Alternatives:

The Council could further revise the current Reinvestment Zone; or it could decide to discontinue the Residential Tax Abatement Program.

Attachments

Ordinance No. 6598

Exhibit A

Previous Ordinance - 6408

ORDINANCE NO. 6598

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RENEWING THE DESIGNATION OF THE RESIDENTIAL REINVESTMENT ZONE, NUMBER TEN (#10), CITY OF SHERMAN, TEXAS, FOR THE PURPOSE OF RESIDENTIAL TAX ABATEMENT AND RAISE THE ELIGIBILITY CAP OF THE RESIDENTIAL TAX ABATEMENT FOR THE RESIDENTIAL REINVESTMENT ZONE, NUMBER TEN (#10), CITY OF SHERMAN, TEXAS FROM $100,000.00 TO $150,000.00; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman has heretofore established Guidelines and Criteria and a Reinvestment Zone for the Residential Tax Abatement Program, pursuant to the provisions of Chapter 312, Tax Code, Vernon's Texas Codes Annotated; and

WHEREAS, the Reinvestment Zone created for residential tax abatement expires five years after the date of designation and may be renewed for periods not to exceed five years; and

WHEREAS, said Reinvestment Zone was last renewed by Ordinance No. 6408 at the City Council's September 7, 2021, meeting;

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

SECTION 1. That the hereinafter described real property is hereby established as Residential Reinvestment Zone, Number Ten (#10), City of Sherman, Texas, for the purposes of and pursuant to Chapter 312, Tax Code, Vernon's Texas Codes Annotated. Such Reinvestment Zone is hereby described as follows:

That tract of land situated in the City of Sherman, Grayson County, Texas, being described as follows, to-wit:

All real property located within the street boundaries depicted on the map attached hereto and incorporated herein by reference as Exhibit A.

SECTION 2. The value of real property eligible for tax abatement within the zone described herein shall not exceed One Hundred Fifty Thousand Dollars and no cents ($150,000.00).

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

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

INTRODUCED on this the 9th day of June 2023.

ADOPTED on this the 9th day of June 2023.

EFFECTIVE DATE on this the 9th day of June 2023.

CITY OF SHERMAN, TEXAS

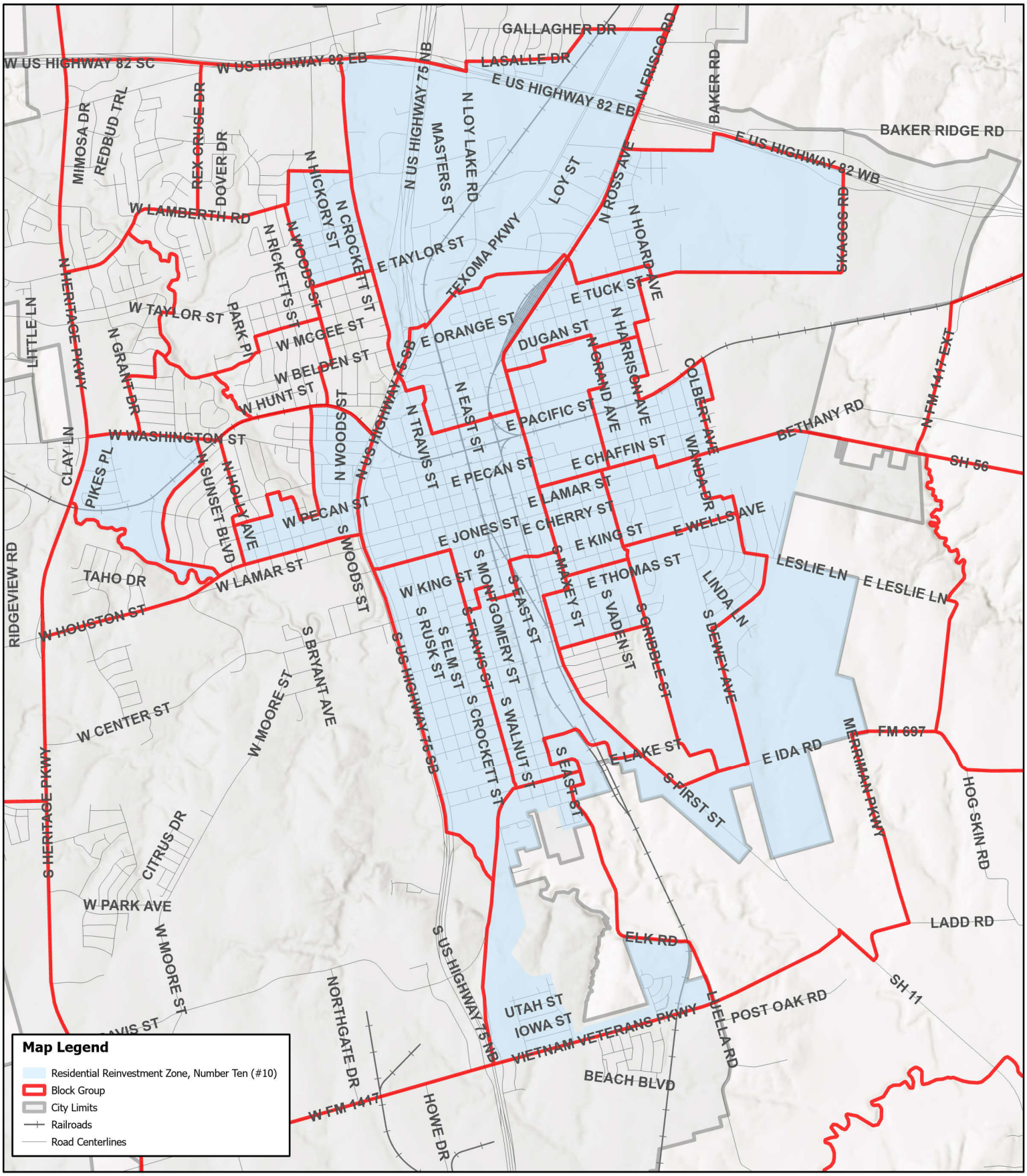
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Finance\TIRZ Maps.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

Sherman, Texas

Exhibit A:
Residential Reinvestment Zone,
Number Ten (#10)

Date: 5/30/2023

N
W E
S

0 500 1,000 2,000
US Feet

ORDINANCE NO. 6408

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RENEWING THE DESIGNATION OF RESIDENTIAL REINVESTMENT ZONE, NUMBER TEN (#10), CITY OF SHERMAN, TEXAS, FOR THE PURPOSE OF RESIDENTIAL TAX ABATEMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman has heretofore established Guidelines and Criteria and a Reinvestment Zone for the Residential Tax Abatement Program, pursuant to the provisions of Chapter 312, Tax Code, Vernon's Texas Codes Annotated; and

WHEREAS, the Reinvestment Zone created for residential tax abatement expires five years after the date of designation and may be renewed for periods not to exceed five years; and

WHEREAS, said Reinvestment Zone was last renewed by Ordinance No. 5948 at the City Council's April 18, 2016 meeting;

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

SECTION 1. That the hereinafter described real property is hereby established as Residential Reinvestment Zone, Number Ten (#10), City of Sherman, Texas, for the purposes of and pursuant to Chapter 312, Tax Code, Vernon's Texas Codes Annotated. Such Reinvestment Zone is hereby described as follows:

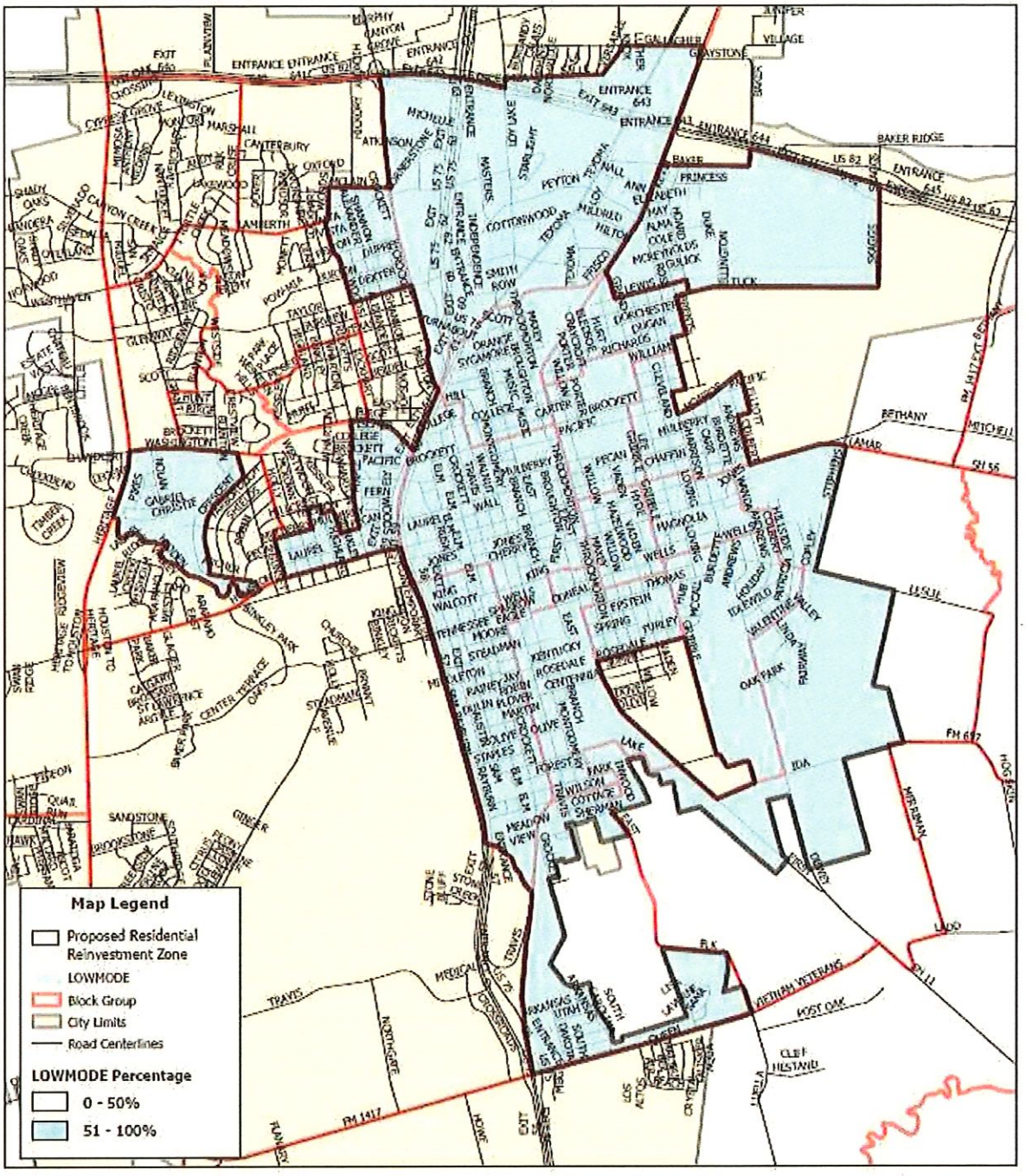
That tract of land situated in the City of Sherman, Grayson County, Texas, being described as follows, to-wit:

All real property located within the street boundaries depicted on the map attached hereto and incorporated herein by reference as Exhibit A.

SECTION 2. The value of real property eligible for tax abatement within the zone described herein shall not exceed One Hundred Thousand Dollars ($100,000.00).

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

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



Sherman

CLASSIC TOWN BROAD HORIZON

Sherman, Texas
Residential Reinvestment
Zone Map

INTRODUCED on this the 7th day of September, 2021.

ADOPTED on this the 7th day of September, 2021.

EFFECTIVE DATE on this the 7th day of September, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN PITTMAN, CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Called Meeting **D. 3.**

Meeting Date: 06/09/2023

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6598

Issue:

D. 2. I**NTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6598**

Renewing the Designation of the Residential Reinvestment Zone, Number Ten (#10), City of Sherman, Texas, for the Purpose of Residential Tax Abatement and Raise the Eligibility Cap of the Residential Tax Abatement for the Residential Reinvestment Zone, Number Ten (#10), City of Sherman, Texas from $100,000.00 to $150,000.00; Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

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SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Called Meeting **E. 1.**

Meeting Date: 06/09/2023

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7080

Determining a Public Necessity to Acquire by Eminent Domain Certain Property Interests for Public Use, Including Permanent Water Easement and Temporary Construction Easements for the Construction, Expansion, Access, Repair and Maintenance of Public Water and Other Utility Improvements Consisting of Two Tracts of Land Comprising +/- 0.745 acres (Permanent Water Easement) and a +/- 0.827 acres for a Temporary Construction Easement owned by Meadowlake10 Investments LLC Recorded Under Document No. 202200007640 of the Official Public Records of Grayson County, Texas, Within the George R. Reeves Survey, Abstract No. 1020, Grayson County, Texas, as Deemed Necessary by the City Manager or His Designee; Giving Notice of an Official Determination to Acquire the Permanent Water Easement and Temporary Construction Easement for Public Use by Eminent Domain for Such Uses; Authorizing the City Manager of the City of Sherman, Texas, to Establish Procedures for Acquiring the Easements, Offering to Acquire the Easements, Voluntarily, from the Landowner Through the Making of Bona Fide Offers; Appropriating Funds; Providing for Repealing, Savings and Severability Clauses; and Providing for an Effective Date

Issue:

To consider granting authority to negotiate for property rights for public use, including the construction, expansion, access, repair and maintenance of the 36" West Sherman Water Main project, and to complete condemnation proceedings.

Background:

It is the intent of the City to acquire the necessary easements for the purpose of, among other things, the construction, access, repair and maintenance of the public 36-inch West Water Extension Project. The project is over 14 miles long, along the west side of Sherman near FM 691 south to Shepherd Rd. The project includes numerous easements along the alignment shown. In order to keep the land acquisition process on schedule, staff is asking City Council to give authority to the City Manager to make Bona Fide Offers, work toward the voluntary conveyance of the necessary easements and, only if required, to move forward with the eminent domain process. We will work diligently with property owners to ensure eminent domain is only used as a last resort in acquiring any easement for this project.

City Council motion must be made as follows: **"I move that the City Council of the City of Sherman authorize the use of the power of eminent domain to acquire two tracts of land comprising +/- 0.745 acres and a +/- 0.827 acres, as described in Exhibit A to the resolution, for a permanent water easement and temporary construction easement."**

Origination:
City Manager's Office

Financial Consideration:
Easement acquisition costs, along with costs for appraisals, surveys, maps and photos.

Staff Recommendation:
Staff recommends approval.

Alternatives:
As may be directed by the Council.

Attachments

Resolution No. 7080
Exhibit A
Location Map

RESOLUTION NO. 7080

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DETERMINING A PUBLIC NECESSITY TO ACQUIRE BY EMINENT DOMAIN CERTAIN PROPERTY INTEREST FOR PUBLIC USE, INCLUDING PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR AND MAINTENANCE OF PUBLIC WATER AND OTHER UTILITY IMPROVEMENTS, CONSISTING OF TWO TRACTS OF LAND COMPRISING OF +/-0.745 ACRES (PERMANENT WATER EASEMENT) AND A +/- 0.827 ACRES FOR A TEMPORARY CONSTRUCTION EASEMENT OWNED BY MEADOWLAKE10 INVESTMENTS LLC RECORDED UNDER DOCUMENT NO. 202200007640 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE GEORGE R. REEVES SURVEY, ABSTRACT NO. 1020, GRAYSON COUNTY, TEXAS, AS DEEMED NECESSARY BY THE CITY MANAGER OR HIS DESIGNEE; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE THE PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR PUBLIC USE BY EMINENT DOMAIN FOR SUCH USES; AUTHORIZING THE CITY MANAGER OF THE CITY OF SHERMAN, TEXAS, TO ESTABLISH PROCEDURES FOR ACQUIRING THE EASEMENTS, OFFERING TO ACQUIRE THE EASEMENTS, VOLUNTARILY, FROM THE LANDOWNER THROUGH THE MAKING OF BONA FIDE OFFERS; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") finds that there is a public necessity for the acquisition, by eminent domain, of a Permanent Water Easement and a Temporary Construction Easement, as described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (collectively, the "Easements"), as deemed necessary by the City Manager or his designee for the Project (hereinafter defined); and

WHEREAS, it is the intent of the City of Sherman, Texas ("Sherman") to acquire the necessary Easements for the purposes of, among other things, the construction, access, repair and maintenance of public wastewater, including the Northwest Southwest Transmission Pipeline Project (collectively, the "Project"); and

WHEREAS, the City Council finds that the description of the Easements to be acquired by eminent domain for the Project complies with Chapter 2206 of the Texas Government Code, as amended ("Chapter 2206"), in that the same provides property owner(s) in and around the area

reasonable notice that the owners' property may be subject to condemnation proceedings during the planning or construction of the Project; and

WHEREAS, the City Council finds that the Project is necessary for public use; and

WHEREAS, it is necessary to establish procedures for determining the establishment and approval of just compensation for the Easements to be acquired by eminent domain for the Project; and

WHEREAS, the City Manager, or his designee ("City Manager"), is authorized to make a bona fide offer, as defined by and in compliance with Section 21.0113 of the Texas Property Code ("Bona Fide Offer"), to acquire the Easements for public use, voluntarily, from the subject landowner prior to moving forward with acquisition by eminent domain; and

WHEREAS, the City Council has investigated and determined that the passage of this Resolution complies with Chapter 2206 and other applicable laws.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: Acquisition of Easements. The City Council hereby determines that there is a public necessity for, and the public welfare and convenience will be served by, the acquisition, by eminent domain, of the Easements, and it is Sherman's intent to acquire the Easements for public use as described and depicted herein, specifically for the purpose of, among other things, the construction, access, repair and maintenance of public wastewater improvements necessary for the Project.

SECTION 3: Authority of City Manager/Bona Fide Offer. The City Manager is hereby authorized to contract, on behalf of the City Council, with professional appraisers for appraisal services and with attorneys for preparation of title opinion(s) needed by Sherman from time to time in connection with the acquisition of the Easements. The City Council hereby ratifies any contracts entered into, prior to the effective date of this Resolution, by the City Manager with professional appraisers for appraisal services and with attorneys for preparation of title opinion(s) needed for the acquisition of the Easements. The City Manager shall first make a Bona Fide Offer to acquire the Easements from the subject landowner, voluntarily. Should the landowner fail to provide the Easements, voluntarily, through said Bona Fide Offer, the City Manager is authorized to move forward with acquiring the Easements by eminent domain.

SECTION 4: Determination of Just Compensation. The City Manager is hereby authorized and directed to examine and rely on independent appraisal reports and other information to make a determination as to the establishment and approval of a fair market value offer and the just compensation for the Easements for the purpose of making the Bona Fide Offer. After such consideration, the City Manager shall establish and approve the amount determined to be just

compensation for acquisition of said Easements and shall have the authority to execute any and all documents necessary to complete the acquisition of same.

SECTION 5: Authority to Make an Offer. Upon establishment and approval by the City Manager of the amount of just compensation for the acquisition of the Easements, the City Manager is authorized to send a written Bona Fide Offer to the landowner of said Easement Property at the full amount determined and established to be just compensation therefore, and to negotiate with said landowner(s) on behalf of Sherman to acquire the Easements voluntarily.

SECTION 6: Authority to Execute Documents. The City Manager is hereby authorized to execute all documents necessary to acquire the Easements needed for the Project, on behalf of Sherman, whether by purchase or eminent domain. The City Council hereby ratifies any documents executed, prior to the effective date of this Resolution, by the City Manager which were necessary for the acquisition of the Easements for the Project.

SECTION 7: Disposal of Improvements. The City Manager is hereby authorized to remove improvements, if any, located on the Easement Property acquired in connection with this Project, should they interfere with the intended use and enjoyment of said Easements.

SECTION 8: Eminent Domain Authorized. Should the City Manager be unable to acquire the Easements, voluntarily, from the landowner(s), through the making of the Bona Fide Offer, the City Manager is authorized to instruct the law firm of Abernathy, Roeder, Boyd & Hullett, P.C., to commence eminent domain proceedings for the acquisition of the Easements for the Project.

SECTION 9: Source of Funds. The amount to be paid, if any, for acquiring the Easements for the Project will be appropriated from any lawful source.

SECTION 10: Savings/Repealing. All provisions of any resolution in conflict with this Resolution are hereby repealed to the extent they are in conflict. Any remaining portion of conflicting resolutions shall remain in full force and effect.

SECTION 11: Severability. Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City Council hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 12: Public Notice. The City Council finds that the meeting at which this Resolution was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

SECTION 13: Effective Date. This Resolution shall take effect immediately from and after its passage.

INTRODUCED on this the 9th day of June 2023.

ADOPTED on this the 9th day of June 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT "A"

OWNER: MEADOWLAKE10 INVESTMENTS LLC
45' WIDTH PERMANENT WATERLINE EASEMENT
GEORGE R. REEVES SURVEY, ABSTRACT NO. 1020
CITY OF SHERMAN ETJ, GRAYSON COUNTY, TEXAS

Being a 0.745 acre tract of land situated within the George R. Reeves Survey, Abstract No. 1020, City of Sherman Extraterritorial Jurisdiction, Grayson County, Texas, being a portion of a called 283.985 acre tract of land as described in the General Warranty Deed with Vendor's Lien to Meadowlake10 Investments LLC recorded under Document No. 202200007640 of the Official Public Records of Grayson County, Texas, said 0.745 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a "MAG" nail with shiner found in Meadowlake Drive, a generally recognized public road, being at the northwest corner of the remainder of a called 38.000 acre tract of land as described in the Partition Warranty Deed to Lamberth Hickery Hill, LLC recorded under Document No. 2018-22906 of said Official Public Records, being at the northeast corner of a called 51.520 acre tract of land as described in the General Warranty Deed with Vendor's Lien to Lamberth2022 LLC recorded under Document No. 202200020112 of said Official Public Records, and being on the south line of said called 283.985 acre tract of land, having a state plane coordinate of N=7,292,000.11 feet, E=2,526,804.08 feet;

THENCE SOUTH 88 degrees 11 minutes 57 seconds WEST, 20.90 feet with the south line of said called 293.985 acre tract to its southwest corner, being the southeast corner of a called 1.474 acre tract of land as described in a Warranty Deed to James Harry Jones recorded in Volume 1033, Page 93 of the Deed Records of Grayson County, Texas and the south corner of a called 6.223 acre tract of land as described in Warranty Deed to James Harry Jones recorded in Volume 1194, Page 721 of said Deed Records, from which a nail found at the southeast corner of a called 6.109 acre tract of land as described in the General Warranty Deed to James Harry Jones recorded in Volume 1229, Page 219 of said Deed Records bears SOUTH 88 degrees 11 minutes 57 seconds WEST, 980.86 feet;

THENCE NORTH 01 degree 55 minutes 50 seconds WEST, 623.68 feet with the east line of said called 6.223 acre tract of land, the east line of said called 6.109 acre tract of land and the west line of said called 283.985 acre tract of land to the northeast corner of said called 6.109 acre tract of land and being a re-entrant corner of said called 283.985 acre tract of land;

THENCE NORTH 00 degrees 04 minutes 50 seconds EAST, 96.96 feet through the interior of said called 283.985 acre tract of land to its north line, being the south line of a called 42.550 acre tract of land as described in the Warranty Deed with Vendor's Lean Correction Instrument to Wenbao Wong and Linghua Kong recorded under Document No. 202100017914 of said Official Public Records;

THENCE NORTH 88 degrees 14 minutes 11 seconds EAST, 45.02 feet with the north line of said called 283.985 acre tract of land and being the south line of said called 42.550 acre tract of land to a point from which a found 3/8-inch iron rod marking the westerly northwest corner of a called 10.15 acre tract of land as described in the General Warranty Deed to

V-Prop, LLC recorded under Document No. 201900022900 of said Official Public Records bears NORTH 88 degrees 14 minutes 11 seconds EAST, 487.39 feet and NORTH 03 degrees 22 minutes 24 seconds WEST, 172.78 feet;

THENCE SOUTH 00 degrees 04 minutes 50 seconds WEST, 97.62 feet through the interior of said called 283.985 acre tract of land;

THENCE SOUTH 01 degree 55 minutes 50 seconds EAST, 623.00 feet parallel with and 45.00 feet east of the west line of said called 283.985 acre tract of land to a point on the south line of said called 283.985 acre tract of land and being on the north line of said called 38.000 acre tract of land, from which a "MAG" nail found at the southeast corner of said called 283.985 acre tract of land bears North 88°13'15" East, 474.77 feet;

THENCE SOUTH 88 degrees 13 minutes 15 seconds WEST, 24.10 feet with the south line of said called 283.985 acre tract of land to the **POINT OF BEGINNING**, containing 0.745 acres.

VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENTS

The above-described variable width permanent waterline easement is also subject to a variable width temporary construction easement being parallel with and adjacent to said variable width permanent waterline easement, located and shown on the accompanying survey plat, said variable width temporary construction easement contain a total acreage of 0.827 acres. The said variable width temporary construction easement shall expire as noted in the easement agreement.

NOTES:

1. Bearings are based on the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83), North Central Zone (4202). Coordinates and distances are surface values and can be converted to grid by using the scale factor of 1.00012 (0,0 base point).

2. A plat of same date accompanies this legal description.

3. This survey was performed with the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.

* SURVEYOR'S CERTIFICATE *

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

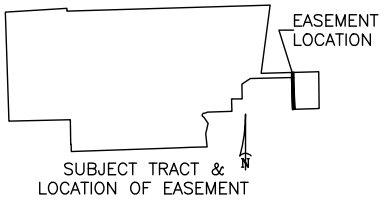
Company Name: **Bowman Consulting Group, Ltd.**

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document. Released to the client for review.

By:_____
Surveyor's Name: Robert A. Hansen
LSLS & Registered Professional
Land Surveyor No. 6439
Date: 2023-03-10
TBPELS Firm No. 10120600



PLAT OF EXHIBIT "A"



GEORGE R. REEVES SURVEY
ABSTRACT NO. 1020

CITY OF SHERMAN ETJ

CALLED 6.109 ACRES
JAMES HARRY JONES
VOLUME 1229, PAGE 219
D.R.G.C.T.

FOUND NAIL

CALLED 51.520 ACRES
LAMBERTH2022 LLC, A TEXAS
LIMITED LIABILTY COMPANY
DOCUMENT NO. 202200020112
O.P.R.G.C.T.

CALLED 1.474 ACRES
JAMES HARRY JONES
VOLUME 1033, PAGE 93
D.R.G.C.T.

S 88°11'57" W
980.86'

MEADOWLAKE DRIVE
GENERALLY RECOGNIZED
PUBLIC ROAD
(NO RECORDING DOCUMENT FOUND)

30' WIDE EASEMENT
STRIP NO. 1
ENSERCH CORPORTATION
VOLUME 1556, PAGE 415
D.R.G.C.T.

CALLED 6.223 ACRES
JAMES HARRY JONES
VOLUME 1194, PAGE 721
D.R.G.C.T.

N 01°55'50" W 623.68'

CITY OF SHERMAN ETJ

L1

CITY OF SHERMAN

L2

P.O.B.
45' WIDTH PERMANENT
WATERLINE EASEMENT
SURFACE COORDINATE
N: 7,292,000.11
E: 2,526,804.08
FOUND "MAG" NAIL WITH SHINER

S 01°55'50" E 623.00'

45' WIDTH PERMANENT
WATERLINE EASEMENT
(0.745 ACRES)

L4

N 88°13'15" E 474.77'

S 01°55'50" E 622.25'

50' WIDTH TEMPORARY
CONSTRUCTION EASEMENT
(0.827 ACRES)

MATCHLINE PAGE 4

REMAINDER OF CALLED 38.000 ACRES
LAMBERTH HICKERY HILL, LLC
DOCUMENT NO. 201800022906
O.P.R.G.C.T.

CALLED 283.985 ACRES
MEADOWLAKE10 INVESTMENTS LLC
DOCUMENT NO. 202200007640
O.P.R.G.C.T.

FOUND
"MAG" NAIL

CALLED 10.15 ACRES
V-PROP, LLC
DOCUMENT NO. 201900022900
O.P.R.G.C.T.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 88°11'57" W	20.90'
L2	S 88°13'15" W	24.10'
L4	N 88°13'15" E	50.00'

60' 30' 0' 60'

SCALE IN FEET

LEGEND	
●	FOUND MONUMENT AS NOTED
○	CALCULATED POINT
————	EASEMENT LINE
————	PROPERTY LINE
D.R.G.C.T.	DEED RECORDS GRAYSON COUNTY TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS GRAYSON COUNTY TEXAS
P.R.G.C.T.	PLAT RECORDS GRAYSON COUNTY TEXAS

NOTES:
(1) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), NORTH CENTRAL ZONE (4202). COORDINATES AND DISTANCES ARE SURFACE VALUES AND CAN BE CONVERTED TO GRID BY USING THE SCALE FACTOR OF 1.00012 (0,0 BASE POINT).

(2) A LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.

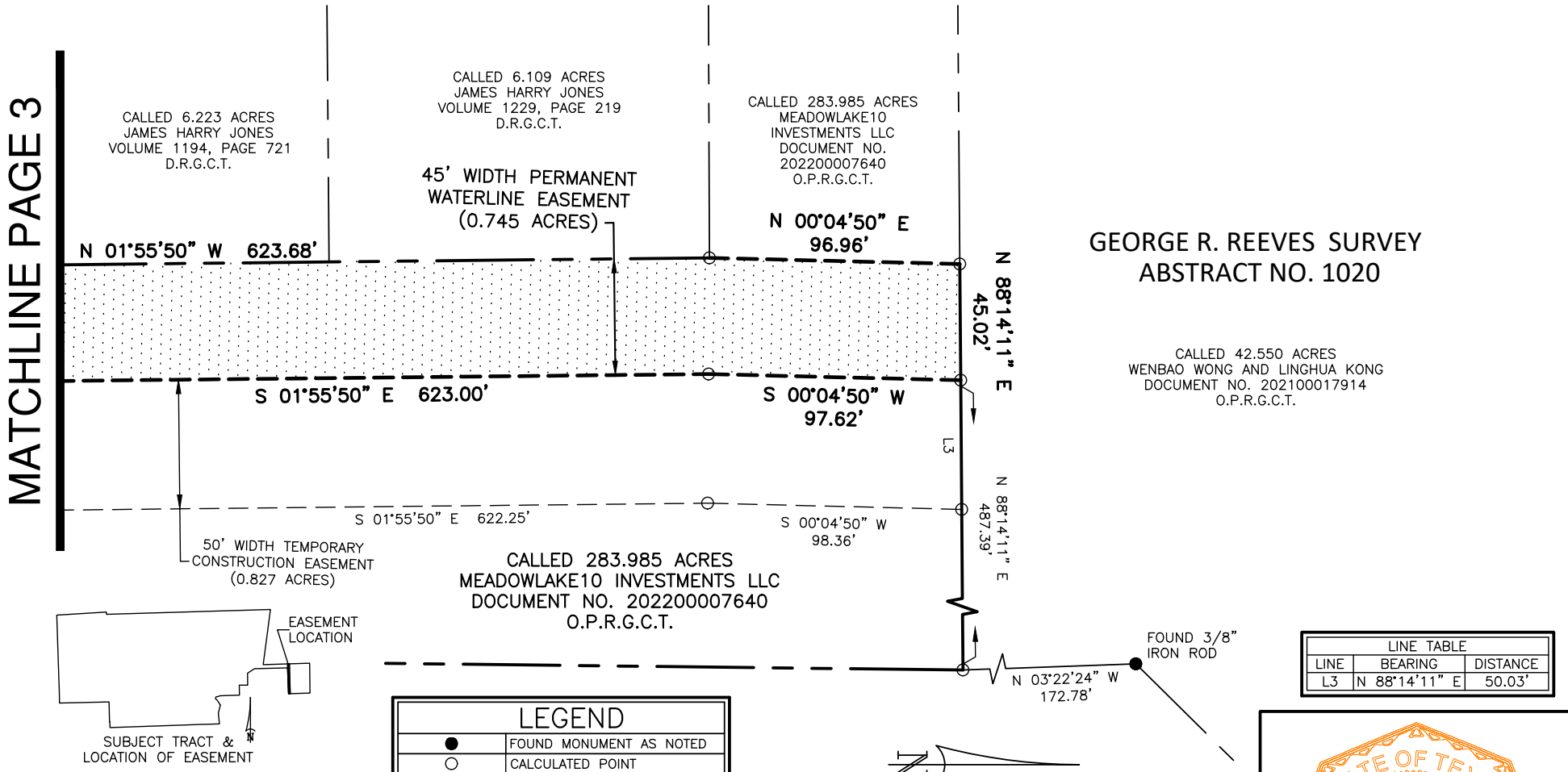
Bowman

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1200 West Magnolia Blvd., Suite 300
Fort Worth, TX 76104
TBPELS #10120600
Phone: (214) 484-8586
www.bowman.com

45' WIDTH PERMANENT WATERLINE EASEMENT			
SURVEY: GEORGE R. REEVES SURVEY ABSTRACT NO. 1020			
LOCATION: CITY OF SHERMAN ETJ, GRAYSON COUNTY, TEXAS			
SUBJECT TRACT ACREAGE: 283.985 ACRES (DEEDS)			
JOB NO. 210185	DRAWN BY: IAW	CAD FILE: PARCEL 20.02 MEADOWLAKE10	
DATE: 2023-03-10	CHECK BY: RAH	SCALE: 1"= 60'	PAGE 4 OF 5

PLAT OF EXHIBIT "A"



LINE TABLE		
LINE	BEARING	DISTANCE
L3	N 88°14'11" E	50.03'

LEGEND	
●	FOUND MONUMENT AS NOTED
○	CALCULATED POINT
————	EASEMENT LINE
———	PROPERTY LINE
D.R.G.C.T.	DEED RECORDS GRAYSON COUNTY TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS GRAYSON COUNTY TEXAS
P.R.G.C.T.	PLAT RECORDS GRAYSON COUNTY TEXAS

N

60' 30' 0' 60'

SCALE IN FEET

NOTES:
(1) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), NORTH CENTRAL ZONE (4202). COORDINATES AND DISTANCES ARE SURFACE VALUES AND CAN BE CONVERTED TO GRID BY USING THE SCALE FACTOR OF 1.00012 (0,0 BASE POINT).

(2) A LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.

Bowman

1200 West Magnolia Blvd., Suite 300
Fort Worth, TX 76104
TBPELS #10120600
Phone: (214) 484-8586
www.bowman.com

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STATE OF TEXAS
REGISTERED
ROBERT A. HANSEN
6439
PROFESSIONAL
LAND SURVEYOR

ROBERT A. HANSEN
LSLS & REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6439

45' WIDTH PERMANENT WATERLINE EASEMENT			
SURVEY: GEORGE R. REEVES SURVEY ABSTRACT NO. 1020			
LOCATION: CITY OF SHERMAN ETJ, GRAYSON COUNTY, TEXAS			
SUBJECT TRACT ACREAGE: 283.985 ACRES (DEEDS)			
JOB NO. 210185	DRAWN BY: IAW	CAD FILE: PARCEL 20.02 MEADOWLAKE10	
DATE: 2023-03-10	CHECK BY: RAH	SCALE: 1"= 60'	PAGE 5 OF 5



Sherman ENGINEERING DEPT.

Meadowlake10 Investments LLC

1" = 200'

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Called Meeting **E. 2.**

Meeting Date: 06/09/2023

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7081

Determining a Public Necessity to Acquire by Eminent Domain Certain Property Interests for Public Use, Including Permanent Water Easement and Temporary Construction Easements for the Construction, Expansion, Access, Repair and Maintenance of Public Water and Other Utility Improvements Consisting of Two Tracts of Land Comprising +/- 1.369 acres (Permanent Water Easement) and a +/- 1.521 acres for a Temporary Construction Easement owned by Wenbao Wong and Linghua Kong Recorded Under Document No. 202100017914 of the Official Public Records of Grayson County, Texas, Within the George R. Reeves Survey, Abstract No. 1020, Grayson County, Texas, as Deemed Necessary by the City Manager or His Designee; Giving Notice of an Official Determination to Acquire the Permanent Water Easement and Temporary Construction Easement for Public Use by Eminent Domain for Such Uses; Authorizing the City Manager of the City of Sherman, Texas, to Establish Procedures for Acquiring the Easements, Offering to Acquire the Easements, Voluntarily, from the Landowner Through the Making of Bona Fide Offers; Appropriating Funds; Providing for Repealing, Savings and Severability Clauses; and Providing for an Effective Date

Issue:

To consider granting authority to negotiate for property rights for public use, including the construction, expansion, access, repair and maintenance of the 36" West Sherman Water Main project, and to complete condemnation proceedings.

Background:

It is the intent of the City to acquire the necessary easements for the purpose of, among other things, the construction, access, repair and maintenance of the public 36-inch West Water Extension Project. The project is over 14 miles long, along the west side of Sherman near FM 691 south to Shepherd Rd. The project includes numerous easements along the alignment shown. In order to keep the land acquisition process on schedule, staff is asking City Council to give authority to the City Manager to make Bona Fide Offers, work toward the voluntary conveyance of the necessary easements and, only if required, to move forward with the eminent domain process. We will work diligently with all property owners to ensure eminent domain is only used as a last resort in acquiring any easement for this project.

City Council motion must be made as follows: **"I move that the City Council of the City of Sherman authorize the use of the power of eminent domain to acquire two tracts of land comprising +/- 1.369 acres and a +/- 1.529 acres, as described in Exhibit A to the resolution, for a permanent water easement and temporary construction easement."**

Origination:
City Manager's Office

Financial Consideration:
Easement acquisition costs, along with costs for appraisals, surveys, maps and photos.

Staff Recommendation:
Staff recommends approval.

Alternatives:
As may be directed by the Council.

Attachments

Resolution No. 7081
Exhibit A
Location Map

RESOLUTION NO. 7081

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DETERMINING A PUBLIC NECESSITY TO ACQUIRE BY EMINENT DOMAIN CERTAIN PROPERTY INTEREST FOR PUBLIC USE, INCLUDING PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR AND MAINTENANCE OF PUBLIC WATER AND OTHER UTILITY IMPROVEMENTS, CONSISTING OF TWO TRACTS OF LAND COMPRISING OF +/- 1.369 ACRES (PERMANENT WATER EASEMENT) AND A +/- 1.521 ACRES FOR A TEMPORARY CONSTRUCTION EASEMENT OWNED BY WENBAO WONG AND LINGHUA KONG RECORDED UNDER DOCUMENT NO. 202100017914 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE GEORGE R. REEVES SURVEY, ABSTRACT NO. 1020, GRAYSON COUNTY, TEXAS, AS DEEMED NECESSARY BY THE CITY MANAGER OR HIS DESIGNEE; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE THE PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR PUBLIC USE BY EMINENT DOMAIN FOR SUCH USES; AUTHORIZING THE CITY MANAGER OF THE CITY OF SHERMAN, TEXAS, TO ESTABLISH PROCEDURES FOR ACQUIRING THE EASEMENTS, OFFERING TO ACQUIRE THE EASEMENTS, VOLUNTARILY, FROM THE LANDOWNER THROUGH THE MAKING OF BONA FIDE OFFERS; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") finds that there is a public necessity for the acquisition, by eminent domain, of a Permanent Water Easement and a Temporary Construction Easement, as described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (collectively, the "Easements"), as deemed necessary by the City Manager or his designee for the Project (hereinafter defined); and

WHEREAS, it is the intent of the City of Sherman, Texas ("Sherman") to acquire the necessary Easements for the purposes of, among other things, the construction, access, repair and maintenance of public wastewater, including the Northwest Southwest Transmission Pipeline Project (collectively, the "Project"); and

WHEREAS, the City Council finds that the description of the Easements to be acquired by eminent domain for the Project complies with Chapter 2206 of the Texas Government Code, as amended ("Chapter 2206"), in that the same provides property owner(s) in and around the area

reasonable notice that the owners' property may be subject to condemnation proceedings during the planning or construction of the Project; and

WHEREAS, the City Council finds that the Project is necessary for public use; and

WHEREAS, it is necessary to establish procedures for determining the establishment and approval of just compensation for the Easements to be acquired by eminent domain for the Project; and

WHEREAS, the City Manager, or his designee ("City Manager"), is authorized to make a bona fide offer, as defined by and in compliance with Section 21.0113 of the Texas Property Code ("Bona Fide Offer"), to acquire the Easements for public use, voluntarily, from the subject landowner prior to moving forward with acquisition by eminent domain; and

WHEREAS, the City Council has investigated and determined that the passage of this Resolution complies with Chapter 2206 and other applicable laws.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: Acquisition of Easements. The City Council hereby determines that there is a public necessity for, and the public welfare and convenience will be served by, the acquisition, by eminent domain, of the Easements, and it is Sherman's intent to acquire the Easements for public use as described and depicted herein, specifically for the purpose of, among other things, the construction, access, repair and maintenance of public wastewater improvements necessary for the Project.

SECTION 3: Authority of City Manager/Bona Fide Offer. The City Manager is hereby authorized to contract, on behalf of the City Council, with professional appraisers for appraisal services and with attorneys for preparation of title opinion(s) needed by Sherman from time to time in connection with the acquisition of the Easements. The City Council hereby ratifies any contracts entered into, prior to the effective date of this Resolution, by the City Manager with professional appraisers for appraisal services and with attorneys for preparation of title opinion(s) needed for the acquisition of the Easements. The City Manager shall first make a Bona Fide Offer to acquire the Easements from the subject landowner, voluntarily. Should the landowner fail to provide the Easements, voluntarily, through said Bona Fide Offer, the City Manager is authorized to move forward with acquiring the Easements by eminent domain.

SECTION 4: Determination of Just Compensation. The City Manager is hereby authorized and directed to examine and rely on independent appraisal reports and other information to make a determination as to the establishment and approval of a fair market value offer and the just compensation for the Easements for the purpose of making the Bona Fide Offer. After such consideration, the City Manager shall establish and approve the amount determined to be just

compensation for acquisition of said Easements and shall have the authority to execute any and all documents necessary to complete the acquisition of same.

SECTION 5: Authority to Make an Offer. Upon establishment and approval by the City Manager of the amount of just compensation for the acquisition of the Easements, the City Manager is authorized to send a written Bona Fide Offer to the landowner of said Easement Property at the full amount determined and established to be just compensation therefore, and to negotiate with said landowner(s) on behalf of Sherman to acquire the Easements voluntarily.

SECTION 6: Authority to Execute Documents. The City Manager is hereby authorized to execute all documents necessary to acquire the Easements needed for the Project, on behalf of Sherman, whether by purchase or eminent domain. The City Council hereby ratifies any documents executed, prior to the effective date of this Resolution, by the City Manager which were necessary for the acquisition of the Easements for the Project.

SECTION 7: Disposal of Improvements. The City Manager is hereby authorized to remove improvements, if any, located on the Easement Property acquired in connection with this Project, should they interfere with the intended use and enjoyment of said Easements.

SECTION 8: Eminent Domain Authorized. Should the City Manager be unable to acquire the Easements, voluntarily, from the landowner(s), through the making of the Bona Fide Offer, the City Manager is authorized to instruct the law firm of Abernathy, Roeder, Boyd & Hullett, P.C., to commence eminent domain proceedings for the acquisition of the Easements for the Project.

SECTION 9: Source of Funds. The amount to be paid, if any, for acquiring the Easements for the Project will be appropriated from any lawful source.

SECTION 10: Savings/Repealing. All provisions of any resolution in conflict with this Resolution are hereby repealed to the extent they are in conflict. Any remaining portion of conflicting resolutions shall remain in full force and effect.

SECTION 11: Severability. Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City Council hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 12: Public Notice. The City Council finds that the meeting at which this Resolution was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

SECTION 13: Effective Date. This Resolution shall take effect immediately from and after its passage.

INTRODUCED on this the 9th day of June 2023.

ADOPTED on this the 9th day of June 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT "A"

OWNER: WENBAO WONG AND LINGHUA KONG
45' WIDTH PERMANENT WATERLINE EASEMENT
GEORGE R. REEVES SURVEY, ABSTRACT NO. 1020
CITY OF SHERMAN ETJ, GRAYSON COUNTY, TEXAS

Being a 1.369 acre tract of land situated within the George R. Reeves Survey, Abstract No. 1020, City of Sherman Extraterritorial Jurisdiction, Grayson County, Texas, being a portion of a called 42.550 acre tract of land as described in the Warranty Deed with Vendor's Lean Correction Instrument to Wenbao Wong and Linghua Kong recorded under Document No. 202100017914 of the Official Public Records of Grayson County, Texas, said 1.369 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found at the northwest corner of said called 42.550 acre tract of land, being the northeast corner of a called 283.985 acre tract of land as described in the General Warranty Deed with Vendor's Lien to Meadowlake10 Investments LLC recorded under Document No. 202200007640 of said Official Public Records and being on the south line of a called 160 acre tract of land as described in the Warranty Deed to Alakai Land & Cattle Company, Ltd. recorded in Volume 661, Page 162 of the Deed Records of Grayson County, Texas;

THENCE NORTH 88 degrees 22 minutes 03 seconds EAST, 416.64 feet with the north line of said called 42.550 acre tract of land and being the south line of said called 160 acre tract of land to the **POINT OF BEGINNING** having a surface coordinate of N=7,294,045.25 feet, E=2,526,764.18 feet;

THENCE NORTH 88 degrees 22 minutes 03 seconds EAST, 45.02 feet with the north line of said called 42.550 acre tract of land, being the south line of said called 160 acre tract of land to a point from which a "PK" nail found at the southeast corner of said called 160 acre tract of land and being the northeast corner of said called 42.550 acre tract of land bears NORTH 88 degrees 22 minutes 03 seconds EAST, 929.71 feet;

THENCE SOUTH 00 degrees 04 minutes 50 seconds WEST, 1325.41 feet through the interior of said called 42.550 acre tract of land to a point on its south line, being the north line of said called 283.985 acre tract of land, from which a 3/8-inch iron rod found at the westerly northwest corner of a called 10.15 acre tract of land as described in the General Warranty Deed to V-Prop, LLC recorded under Document No. 201900022900 of said Official Public Records bears NORTH 88 degrees 14 minutes 11 seconds EAST, 487.39 feet and NORTH 03 degrees 22 minutes 24 seconds WEST, 172.78 feet;

THENCE SOUTH 88 degrees 14 minutes 11 seconds WEST, 45.02 feet with the south line of said called 42.550 acre tract of land, being the north line of said called 283.985 acre tract land;

THENCE NORTH 00 degrees 04 minutes 50 seconds EAST, 1325.51 feet through the interior of said called 42.550 acre tract of land to the **POINT OF BEGINNING**, containing 1.369 acres.

Bowman Consulting Group, Ltd. 1200 West Magnolia Road, Suite 300 Fort Worth, Texas 76104 214-484-8586

VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENTS

The above-described variable width permanent waterline easement is also subject to a variable width temporary construction easement being parallel with and adjacent to said variable width permanent waterline easement, located and shown on the accompanying survey plat, said variable width temporary construction easement contain a total acreage of 1.521 acres. The said variable width temporary construction easement shall expire as noted in the easement agreement.

NOTES:

1. Bearings are based on the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83), North Central Zone (4202). Coordinates and distances are surface values and can be converted to grid by using the scale factor of 1.00012 (0,0 base point).

2. A plat of same date accompanies this legal description.

3. This survey was performed with the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.

* SURVEYOR'S CERTIFICATE *

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: **Bowman Consulting Group, Ltd.**

By:_____
Surveyor's Name: Robert A. Hansen
LSLS & Registered Professional Land Surveyor
Texas No. 6439
Date: 2023-03-10
Texas Firm No. 10120600



PLAT OF EXHIBIT "A"

CALLED 283.985 ACRES
MEADOWLAKE10 INVESTMENTS LLC
DOCUMENT NO. 202200007640
O.P.R.G.C.T.

CALLED 42.550 ACRES
WENBAO WONG AND LINGHUA KONG
DOCUMENT NO. 202100017914
O.P.R.G.C.T.

P.O.C.
FOUND 1/2" IRON ROD

P.O.B.
45' WIDTH PERMANENT WATERLINE EASEMENT SURFACE COORDINATE
N: 7,294,045.25
E: 2,526,764.18

N 88°22'03" E 416.64'

45' WIDTH PERMANENT WATERLINE EASEMENT (1.369 ACRES)

N 00°04'50" E 1,325.51'

L1

S 00°04'50" W 1,325.41'

MATCHLINE PAGE 5

L2

N 88°22'03" E 929.71'

S 00°04'50" W 1,325.30'

50' WIDTH TEMPORARY CONSTRUCTION EASEMENT (1.521 ACRES)

CITY OF SHERMAN ETJ

N 88°22'03" E 909.20'

LIONEL G. BURNS SURVEY
ABSTRACT NO. 87

CALLED 160 ACRES
ALAKAI LAND & CATTLE COMPANY, LTD.
DOCUMENT NO. 202000021248
O.P.R.G.C.T.
DESCRIBED IN:
VOLUME 661, PAGE 162
D.R.G.C.T.

CITY OF SHERMAN

EASEMENT LOCATION

SUBJECT TRACT & LOCATION OF EASEMENT

CALLED 42.550 ACRES
WENBAO WONG AND LINGHUA KONG
DOCUMENT NO. 202100017914
O.P.R.G.C.T.

GEORGE R. REEVES SURVEY
ABSTRACT NO. 1020

40' GRAYSON PIPELINE, LLC EASEMENT
VOLUME 4868, PAGE 95
O.P.R.G.C.T.

FOUND 1/2" IRON ROD

FOUND "PK" NAIL

LAMBERTH ROAD
GENERALLY RECOGNIZED PUBLIC ROAD
(NO RECORDING DOCUMENT FOUND)

TRACT 1
CALLED 150 ACRES
FREELS FAMILY LIMITED PARTNERSHIP
VOLUME 2719, PAGE 303
D.R.G.C.T.

NOTES:
(1) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), NORTH CENTRAL ZONE (4202). COORDINATES AND DISTANCES ARE SURFACE VALUES AND CAN BE CONVERTED TO GRID BY USING THE SCALE FACTOR OF 1.00012 (0,0 BASE POINT).

(2) A LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 88°22'03" E	45.02'
L2	N 88°22'03" E	50.02'

LEGEND	
●	FOUND MONUMENT AS NOTED
○	CALCULATED POINT
————	EASEMENT LINE
————	PROPERTY LINE
D.R.G.C.T.	DEED RECORDS GRAYSON COUNTY TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS GRAYSON COUNTY TEXAS
P.R.G.C.T.	PLAT RECORDS GRAYSON COUNTY TEXAS

60' 30' 0' 60'

SCALE IN FEET

Bowman

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Fort Worth, TX 76104
TBPELS #10120600
Phone: (214) 484-8586
www.bowman.com

45' WIDTH PERMANENT WATERLINE EASEMENT			
SURVEY: GEORGE R. REEVES SURVEY ABSTRACT NO. 1020			
LOCATION: CITY OF SHERMAN ETJ, GRAYSON COUNTY, TEXAS			
SUBJECT TRACT ACREAGE: 42.550 ACRES (DEEDS)			
JOB NO. 210185	DRAWN BY: MES	CAD FILE: PARCEL 21 WONG AND KONG.DWG	
DATE: 2023-03-10	CHECK BY: RAH	SCALE: 1"= 60'	PAGE 3 OF 5

PLAT OF EXHIBIT "A"

CALLED 42.550 ACRES
WENBAO WONG AND LINGHUA KONG
DOCUMENT NO. 202100017914
O.P.R.G.C.T.

CITY OF SHERMAN ETJ

MATCHLINE PAGE 6

MATCHLINE PAGE 4

45' WIDTH PERMANENT
WATERLINE EASEMENT
(1.369 ACRES)

N 00°04'50" E 1,325.51'

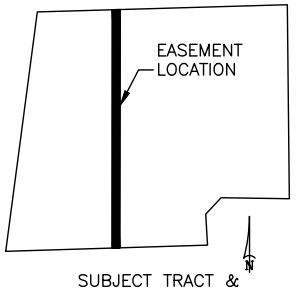
S 00°04'50" W 1,325.41'

S 00°04'50" W 1,325.30'

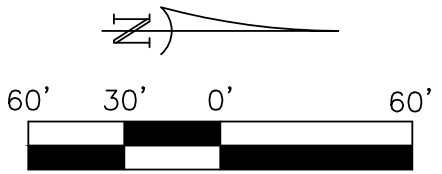
50' WIDTH TEMPORARY
CONSTRUCTION EASEMENT
(1.521 ACRES)

CALLED 42.550 ACRES
WENBAO WONG AND LINGHUA KONG
DOCUMENT NO. 202100017914
O.P.R.G.C.T.

GEORGE R. REEVES SURVEY
ABSTRACT NO. 1020



SUBJECT TRACT &
LOCATION OF EASEMENT



SCALE IN FEET

NOTES:
(1) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), NORTH CENTRAL ZONE (4202). COORDINATES AND DISTANCES ARE SURFACE VALUES AND CAN BE CONVERTED TO GRID BY USING THE SCALE FACTOR OF 1.00012 (0,0 BASE POINT).

(2) A LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.

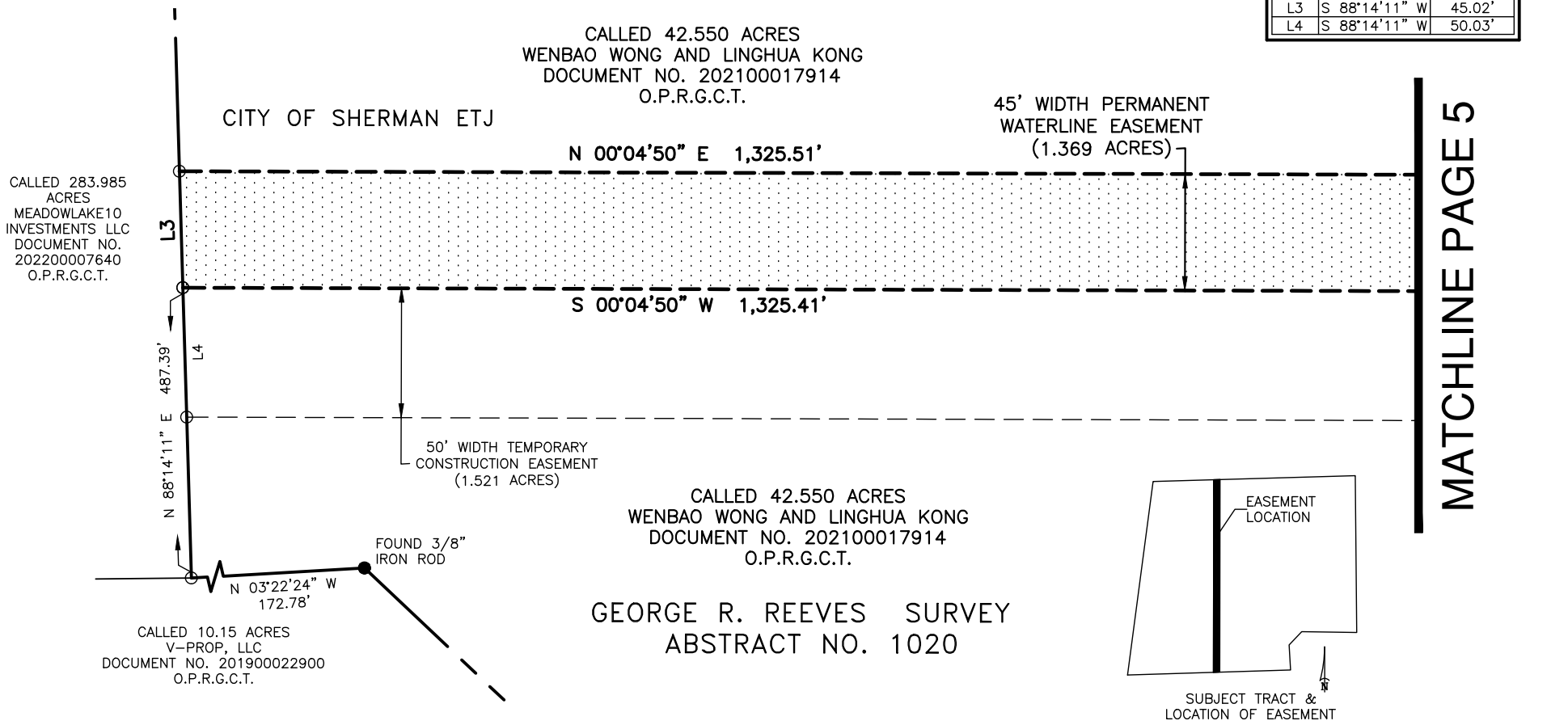
LEGEND	
●	FOUND MONUMENT AS NOTED
○	CALCULATED POINT
– – – –	EASEMENT LINE
———	PROPERTY LINE
D.R.G.C.T.	DEED RECORDS GRAYSON COUNTY TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS GRAYSON COUNTY TEXAS
P.R.G.C.T.	PLAT RECORDS GRAYSON COUNTY TEXAS

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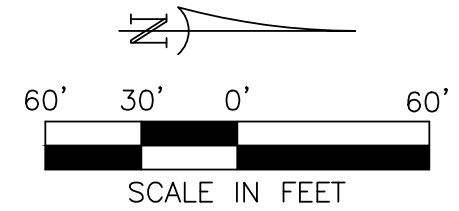
45' WIDTH PERMANENT WATERLINE EASEMENT			
SURVEY: GEORGE R. REEVES SURVEY ABSTRACT NO. 1020			
LOCATION: CITY OF SHERMAN ETJ, GRAYSON COUNTY, TEXAS			
SUBJECT TRACT ACREAGE: 42.550 ACRES (DEEDS)			
JOB NO. 210185	DRAWN BY: IAW	CAD FILE: PARCEL 21 WONG AND KONG.DWG	
DATE: 2023-03-10	CHECK BY: RAH	SCALE: 1"= 60'	PAGE 4 OF 5

PLAT OF EXHIBIT "A"

LINE TABLE		
LINE	BEARING	DISTANCE
L3	S 88°14'11" W	45.02'
L4	S 88°14'11" W	50.03'



LEGEND	
●	FOUND MONUMENT AS NOTED
○	CALCULATED POINT
————	EASEMENT LINE
————	PROPERTY LINE
D.R.G.C.T.	DEED RECORDS GRAYSON COUNTY TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS GRAYSON COUNTY TEXAS
P.R.G.C.T.	PLAT RECORDS GRAYSON COUNTY TEXAS



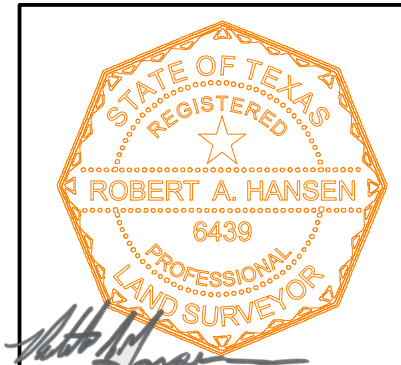
NOTES:
(1) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), NORTH CENTRAL ZONE (4202). COORDINATES AND DISTANCES ARE SURFACE VALUES AND CAN BE CONVERTED TO GRID BY USING THE SCALE FACTOR OF 1.00012 (0,0 BASE POINT).

(2) A LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.

Bowman

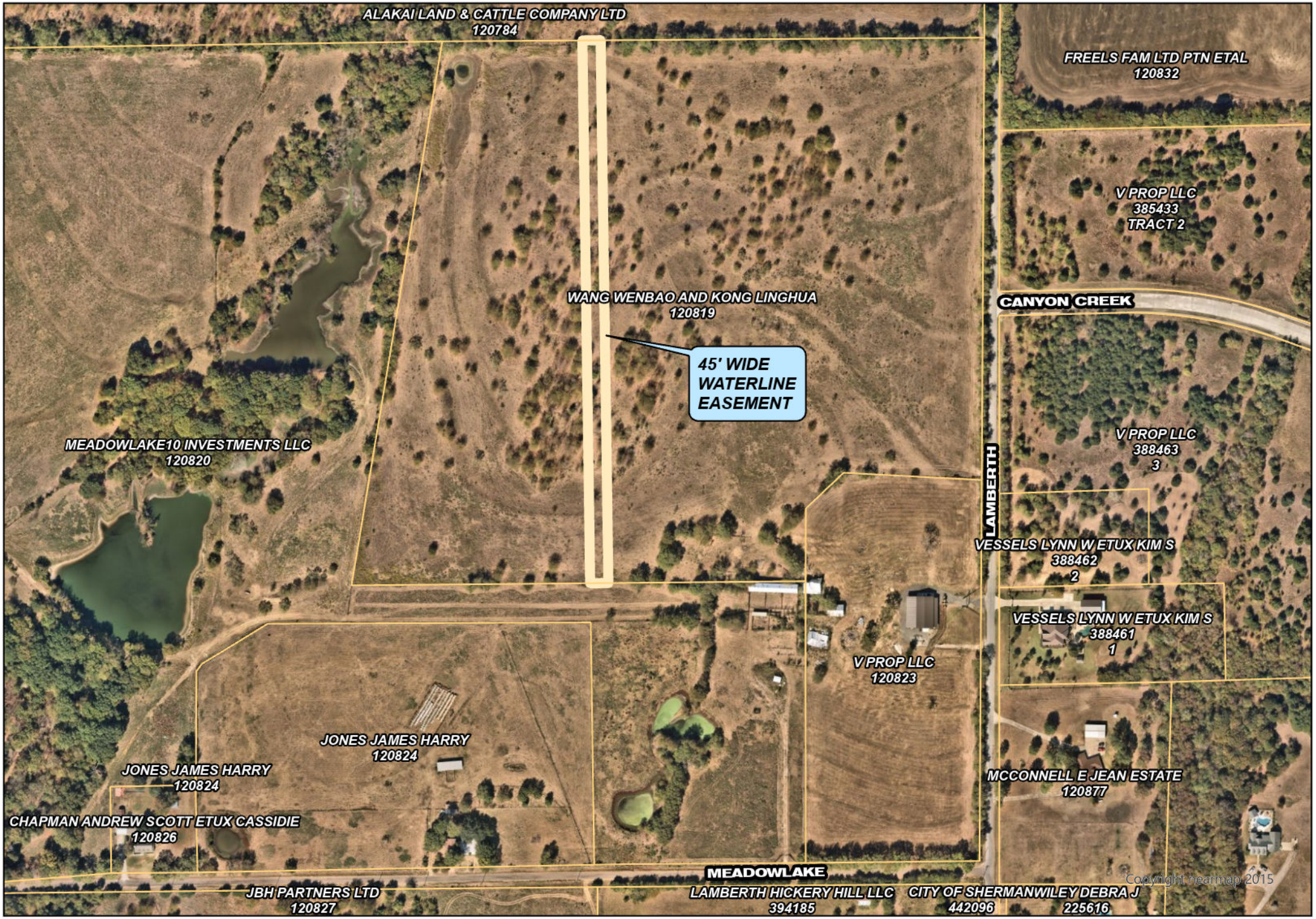
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1200 West Magnolia Blvd., Suite 300
Fort Worth, TX 76104
TBPELS #10120600
Phone: (214) 484-8586
www.bowman.com



ROBERT A. HANSEN
LSLS & REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6439

45' WIDTH PERMANENT WATERLINE EASEMENT			
SURVEY: GEORGE R. REEVES SURVEY ABSTRACT NO. 1020			
LOCATION: CITY OF SHERMAN ETJ, GRAYSON COUNTY, TEXAS			
SUBJECT TRACT ACREAGE: 42.550 ACRES (DEEDS)			
JOB NO. 210185	DRAWN BY: IAW	CAD FILE: PARCEL 21 WONG AND KONG.DWG	
DATE: 2023-03-10	CHECK BY: RAH	SCALE: 1"= 60'	PAGE 5 OF 5



Sherman ENGINEERING DEPT.

Wenbao Wang & Linghua Kong

1" = 300'

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Called Meeting **E. 3.**

Meeting Date: 06/09/2023

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7082

Determining a Public Necessity to Acquire by Eminent Domain Certain Property Interests for Public Use, Including Permanent Water Easement and Temporary Construction Easements for the Construction, Expansion, Access, Repair and Maintenance of Public Water and Other Utility Improvements Consisting of Two Tracts of Land Comprising +/- 1.913 acres (Permanent Water Easement) and a +/- 1.710 acres for a Temporary Construction Easement owned by Case Road LLC Recorded Under Document No. 202100003861 of the Official Public Records of Grayson County, Texas, Within the Elijah N. Deaver Survey, Abstract No. 358, Grayson County, Texas, as Deemed Necessary by the City Manager or His Designee; Giving Notice of an Official Determination to Acquire the Permanent Water Easement and Temporary Construction Easement for Public Use by Eminent Domain for Such Uses; Authorizing the City Manager of the City of Sherman, Texas, to Establish Procedures for Acquiring the Easements, Offering to Acquire the Easements, Voluntarily, from the Landowner Through the Making of Bona Fide Offers; Appropriating Funds; Providing for Repealing, Savings and Severability Clauses; and Providing for an Effective Date

Issue:

To consider granting authority to negotiate for property rights for public use, including the construction, expansion, access, repair and maintenance of the 36" West Sherman Water Main project, and to complete condemnation proceedings.

Background:

It is the intent of the City to acquire the necessary easements for the purpose of, among other things, the construction, access, repair and maintenance of the public 36-inch West Water Extension Project. The project is over 14 miles long, along the west side of Sherman near FM 691 south to Shepherd Rd. The project includes numerous easements along the alignment shown. In order to keep the land acquisition process on schedule, staff is asking City Council to give authority to the City Manager to make Bona Fide Offers, work toward the voluntary conveyance of the necessary easements and, only if required, to move forward with the eminent domain process. We will work diligently with all property owners to ensure eminent domain is only used as a last resort in acquiring any easement for this project.

City Council motion must be made as follows: **"I move that the City Council of the City of Sherman authorize the use of the power of eminent domain to acquire two tracts of land comprising +/- 1.913 acres and a +/- 1.710 acres, as described in Exhibit A to the resolution, for a permanent water easement and temporary construction easement."**

Origination:
City Manager's Office

Financial Consideration:
Easement acquisition costs, along with costs for appraisals, surveys, maps and photos.

Staff Recommendation:
Staff recommends approval.

Alternatives:
As may be directed by the Council.

Attachments

Resolution No. 7082
Exhibit A
Location Map

RESOLUTION NO. 7082

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DETERMINING A PUBLIC NECESSITY TO ACQUIRE BY EMINENT DOMAIN CERTAIN PROPERTY INTEREST FOR PUBLIC USE, INCLUDING PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR THE CONSTRUCTION, EXPANSION, ACCESS, REPAIR AND MAINTENANCE OF PUBLIC WATER AND OTHER UTILITY IMPROVEMENTS, CONSISTING OF TWO TRACTS OF LAND COMPRISING OF +/- 1.913 ACRES (PERMANENT WATER EASEMENT) AND A +/- 1.710 ACRES FOR A TEMPORARY CONSTRUCTION EASEMENT OWNED BY CASE ROAD LLC RECORDED UNDER DOCUMENT NO. 202100003861 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, WITHIN THE ELIJAH N. DEAVER SURVEY, ABSTRACT NO. 358, GRAYSON COUNTY, TEXAS, AS DEEMED NECESSARY BY THE CITY MANAGER OR HIS DESIGNEE; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE THE PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR PUBLIC USE BY EMINENT DOMAIN FOR SUCH USES; AUTHORIZING THE CITY MANAGER OF THE CITY OF SHERMAN, TEXAS, TO ESTABLISH PROCEDURES FOR ACQUIRING THE EASEMENTS, OFFERING TO ACQUIRE THE EASEMENTS, VOLUNTARILY, FROM THE LANDOWNER THROUGH THE MAKING OF BONA FIDE OFFERS; APPROPRIATING FUNDS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") finds that there is a public necessity for the acquisition, by eminent domain, of a Permanent Water Easement and a Temporary Construction Easement, as described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (collectively, the "Easements"), as deemed necessary by the City Manager or his designee for the Project (hereinafter defined); and

WHEREAS, it is the intent of the City of Sherman, Texas ("Sherman") to acquire the necessary Easements for the purposes of, among other things, the construction, access, repair and maintenance of public wastewater, including the Northwest Southwest Transmission Pipeline Project (collectively, the "Project"); and

WHEREAS, the City Council finds that the description of the Easements to be acquired by eminent domain for the Project complies with Chapter 2206 of the Texas Government Code, as amended ("Chapter 2206"), in that the same provides property owner(s) in and around the area

reasonable notice that the owners' property may be subject to condemnation proceedings during the planning or construction of the Project; and

WHEREAS, the City Council finds that the Project is necessary for public use; and

WHEREAS, it is necessary to establish procedures for determining the establishment and approval of just compensation for the Easements to be acquired by eminent domain for the Project; and

WHEREAS, the City Manager, or his designee ("City Manager"), is authorized to make a bona fide offer, as defined by and in compliance with Section 21.0113 of the Texas Property Code ("Bona Fide Offer"), to acquire the Easements for public use, voluntarily, from the subject landowner prior to moving forward with acquisition by eminent domain; and

WHEREAS, the City Council has investigated and determined that the passage of this Resolution complies with Chapter 2206 and other applicable laws.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: Acquisition of Easements. The City Council hereby determines that there is a public necessity for, and the public welfare and convenience will be served by, the acquisition, by eminent domain, of the Easements, and it is Sherman's intent to acquire the Easements for public use as described and depicted herein, specifically for the purpose of, among other things, the construction, access, repair and maintenance of public wastewater improvements necessary for the Project.

SECTION 3: Authority of City Manager/Bona Fide Offer. The City Manager is hereby authorized to contract, on behalf of the City Council, with professional appraisers for appraisal services and with attorneys for preparation of title opinion(s) needed by Sherman from time to time in connection with the acquisition of the Easements. The City Council hereby ratifies any contracts entered into, prior to the effective date of this Resolution, by the City Manager with professional appraisers for appraisal services and with attorneys for preparation of title opinion(s) needed for the acquisition of the Easements. The City Manager shall first make a Bona Fide Offer to acquire the Easements from the subject landowner, voluntarily. Should the landowner fail to provide the Easements, voluntarily, through said Bona Fide Offer, the City Manager is authorized to move forward with acquiring the Easements by eminent domain.

SECTION 4: Determination of Just Compensation. The City Manager is hereby authorized and directed to examine and rely on independent appraisal reports and other information to make a determination as to the establishment and approval of a fair market value offer and the just compensation for the Easements for the purpose of making the Bona Fide Offer. After such consideration, the City Manager shall establish and approve the amount determined to be just

compensation for acquisition of said Easements and shall have the authority to execute any and all documents necessary to complete the acquisition of same.

SECTION 5: Authority to Make an Offer. Upon establishment and approval by the City Manager of the amount of just compensation for the acquisition of the Easements, the City Manager is authorized to send a written Bona Fide Offer to the landowner of said Easement Property at the full amount determined and established to be just compensation therefore, and to negotiate with said landowner(s) on behalf of Sherman to acquire the Easements voluntarily.

SECTION 6: Authority to Execute Documents. The City Manager is hereby authorized to execute all documents necessary to acquire the Easements needed for the Project, on behalf of Sherman, whether by purchase or eminent domain. The City Council hereby ratifies any documents executed, prior to the effective date of this Resolution, by the City Manager which were necessary for the acquisition of the Easements for the Project.

SECTION 7: Disposal of Improvements. The City Manager is hereby authorized to remove improvements, if any, located on the Easement Property acquired in connection with this Project, should they interfere with the intended use and enjoyment of said Easements.

SECTION 8: Eminent Domain Authorized. Should the City Manager be unable to acquire the Easements, voluntarily, from the landowner(s), through the making of the Bona Fide Offer, the City Manager is authorized to instruct the law firm of Abernathy, Roeder, Boyd & Hullett, P.C., to commence eminent domain proceedings for the acquisition of the Easements for the Project.

SECTION 9: Source of Funds. The amount to be paid, if any, for acquiring the Easements for the Project will be appropriated from any lawful source.

SECTION 10: Savings/Repealing. All provisions of any resolution in conflict with this Resolution are hereby repealed to the extent they are in conflict. Any remaining portion of conflicting resolutions shall remain in full force and effect.

SECTION 11: Severability. Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City Council hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 12: Public Notice. The City Council finds that the meeting at which this Resolution was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

SECTION 13: Effective Date. This Resolution shall take effect immediately from and after its passage.

INTRODUCED on this the 9th day of June 2023.

ADOPTED on this the 9th day of June 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT "A"

OWNER: CASE ROAD LLC
45' WIDTH PERMANENT WATERLINE EASEMENT
ELIJAH N. DEAVER SURVEY ABSTRACT NO. 358
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

Being a 1.913 acre tract of land situated within the Elijah N. Deaver Survey, Abstract Number 358, City of Sherman, Grayson County, Texas, being a portion of a called 51.340 acre tract of land as described in the General Warranty Deed with Vendors Lien to Case Road LLC recorded under Document No. 202100003861 of the Official Public Records of Grayson County, Texas. Said 1.913 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a PK Nail found at the intersection of the west line of said called 51.340 acre tract of land and the north right of way line of State Highway 56, a variable width right of way as described in the deeds to the State of Texas recorded in Volume 5901, Page 337, Volume 345, Page 295 and Page 607 all of the Deed Records of Grayson County, Texas, from which a bolt found at the original southwest corner of said called 51.340 acre tract of land bears SOUTH 01 degree 42 minutes 02 seconds EAST, 5.14 feet;

THENCE NORTH 74 degrees 53 minutes 39 seconds EAST, 56.83 feet with the north right of way line of said State Highway 56 to its intersection with the east line of a 40-foot Grayson Pipeline, LLC easement as described in the Right of Way Agreement recorded in Volume 4672, Page 343 of said Deed Records, being the **POINT OF BEGINNING** and having a surface coordinate of N=7,278,986.12 feet, E=2,525,557.78 feet;

THENCE the following five (5) calls through the interior of said called 51.340 acre tract of land:

1. NORTH 01 degree 29 minutes 59 seconds WEST, 526.70 feet with the east line of said 40-foot Grayson Pipeline, LLC easement;
2. NORTH 01 degree 48 minutes 31 seconds WEST, 604.42 feet with the east line of said 40-foot Grayson Pipeline, LLC easement;
3. NORTH 01 degree 27 minutes 24 seconds WEST, 624.92 feet with the east line of said 40-foot Grayson Pipeline, LLC easement;
4. NORTH 44 degree 34 minutes 26 seconds EAST, 72.75 feet with the east line of said 40-foot Grayson Pipeline, LLC easement;
5. NORTH 00 degrees 27 minutes 09 second WEST, 28.65 feet with the east line of said 40-foot Grayson Pipeline, LLC easement to its intersection with the north line of said called 51.340 acre tract of land, being the south line of a called 27.865 acre tract of land as described in the General Warranty Deed to Piedmont Land & Cattle, L.C. recorded under Document No. 201900011579 of said Official Public Records, from which a 1/2-inch iron rod found at the southwest corner of said called 27.865 acre tract of land bears SOUTH 88 degrees 50 minutes 49 seconds WEST, 40.01 feet, continuing from which a steel bolt found on the northwest corner of said called 51.340 acre tract of land bears SOUTH 88 degrees 50 minutes 49 seconds WEST, 71.85 feet;

THENCE NORTH 88 degrees 50 minutes 49 seconds EAST, 45.00 feet with the north line of said called 51.340 acre tract of land, being the south line of a called 27.865 acre tract of land;

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THENCE the following five (5) calls through the interior of said called 51.340 acre tract of land being 45.00 feet east of and parallel with the east line of said 40-foot Grayson Pipeline, LLC easement:

1. SOUTH 00 degrees 27 minutes 09 seconds EAST, 47.85 feet;
2. SOUTH 44 degrees 34 minutes 26 seconds WEST, 72.29 feet;
3. SOUTH 01 degree 27 minutes 24 seconds EAST, 605.67 feet;
4. SOUTH 01 degree 48 minutes 31 seconds EAST, 604.41 feet;
5. SOUTH 01 degree 29 minutes 59 seconds EAST, 515.92 feet to the north right of way line of said State Highway 56;

THENCE SOUTH 74 degrees 53 minutes 39 seconds WEST, 46.30 feet with the north right of way line of said State Highway 56 to the **POINT OF BEGINNING**, containing 1.913 acres.

TEMPORARY CONSTRUCTION EASEMENT

The above-described permanent waterline easement is also subject to a temporary construction easement as shown on the accompanying survey plat. Said temporary construction easement shall expire as noted in the easement agreement.

NOTES:

1. Bearings and coordinates are based on the Texas State Plane Coordinate System, North American Datum of 1983, NA2011 (Epoch 2010.00), North Central Zone (4202). Coordinates can be adjusted to surface values using the Texas Department of Transportation Surface Adjustment Factor for Collin County (1.00012). Distances and areas shown are surface values and in U.S. Survey Feet.

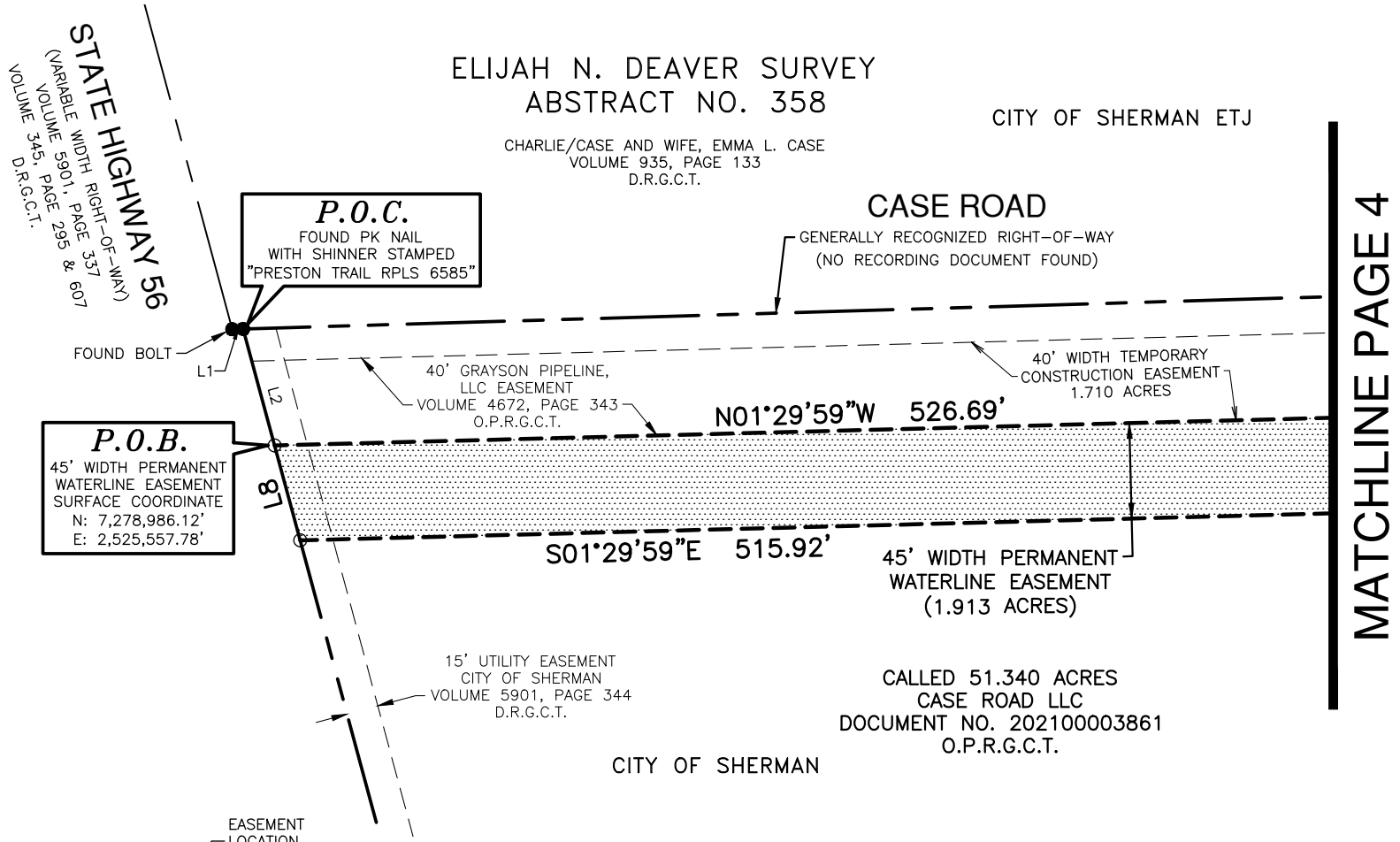
2. A plat of same date accompanies this legal description.

3. This survey was performed without the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.

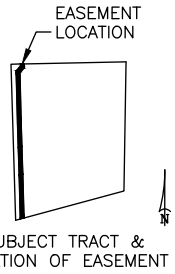
By:_____
Surveyor's Name: Robert A. Hansen
LSLS & Registered Professional
Land Surveyor No. 6439
Date: 2023-03-03
Texas Firm No. 10120600



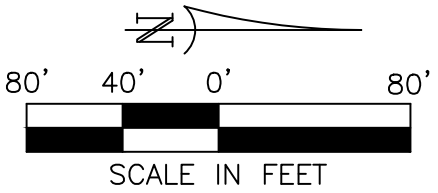
PLAT OF EXHIBIT "A"



Line Table		
Line #	Bearing	Distance
L1	S01°42'02"E	5.14'
L2	N74°53'39"E	56.83'
L8	S74°53'39"W	46.30'



SUBJECT TRACT &
LOCATION OF EASEMENT



SCALE IN FEET

LEGEND	
●	FOUND MONUMENT AS NOTED
○	CALCULATED POINT
————	EASEMENT LINE
▬▬▬	PROPERTY LINE
D.R.G.C.T.	DEED RECORDS GRAYSON COUNTY TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS GRAYSON COUNTY TEXAS
P.R.G.C.T.	PLAT RECORDS GRAYSON COUNTY TEXAS

NOTES:
(1) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), NORTH CENTRAL ZONE (4202). COORDINATES AND DISTANCES ARE SURFACE VALUES AND CAN BE CONVERTED TO GRID BY USING THE SCALE FACTOR OF 1.00012 (0,0 BASE POINT).

(2) A LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.

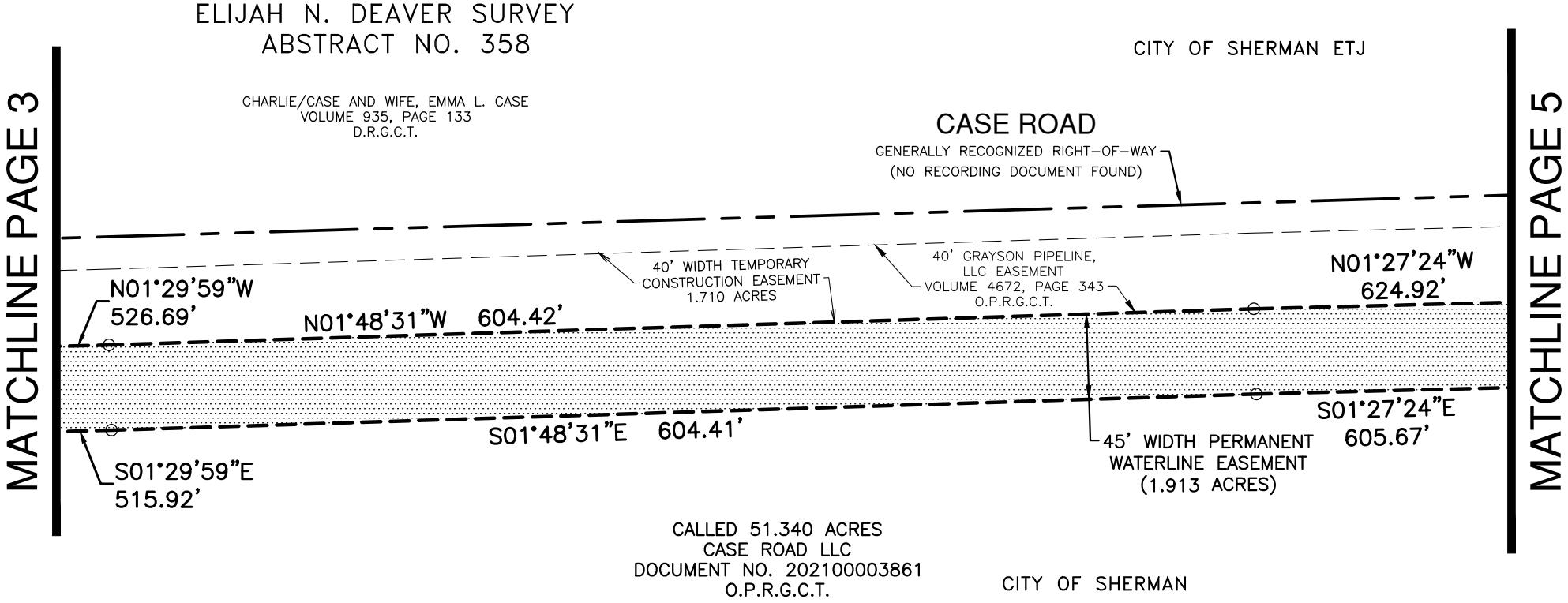
Bowman

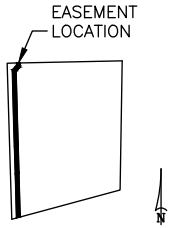
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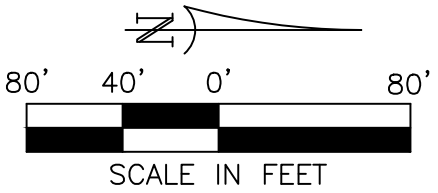
45' WIDTH PERMANENT WATERLINE EASEMENT			
SURVEY: ELIJAH N. DEAVER SURVEY ABSTRACT NO. 358			
LOCATION: CITY OF SHERMAN, GRAYSON COUNTY, TEXAS			
SUBJECT TRACT ACREAGE: 51.340 ACRES (DEEDS)			
JOB NO. 210185	DRAWN BY: OIS	CAD FILE: PARCEL 39 CASE ROAD LLC	
DATE: 2023-03-03	CHECK BY: RAH	SCALE: 1"= 80'	PAGE 3 OF 5

PLAT OF EXHIBIT "A"





SUBJECT TRACT &
LOCATION OF EASEMENT



SCALE IN FEET

NOTES:
(1) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), NORTH CENTRAL ZONE (4202). COORDINATES AND DISTANCES ARE SURFACE VALUES AND CAN BE CONVERTED TO GRID BY USING THE SCALE FACTOR OF 1.00012 (0,0 BASE POINT).

(2) A LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.

LEGEND	
●	FOUND MONUMENT AS NOTED
○	CALCULATED POINT
————	EASEMENT LINE
————	PROPERTY LINE
D.R.G.C.T.	DEED RECORDS GRAYSON COUNTY TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS GRAYSON COUNTY TEXAS
P.R.G.C.T.	PLAT RECORDS GRAYSON COUNTY TEXAS

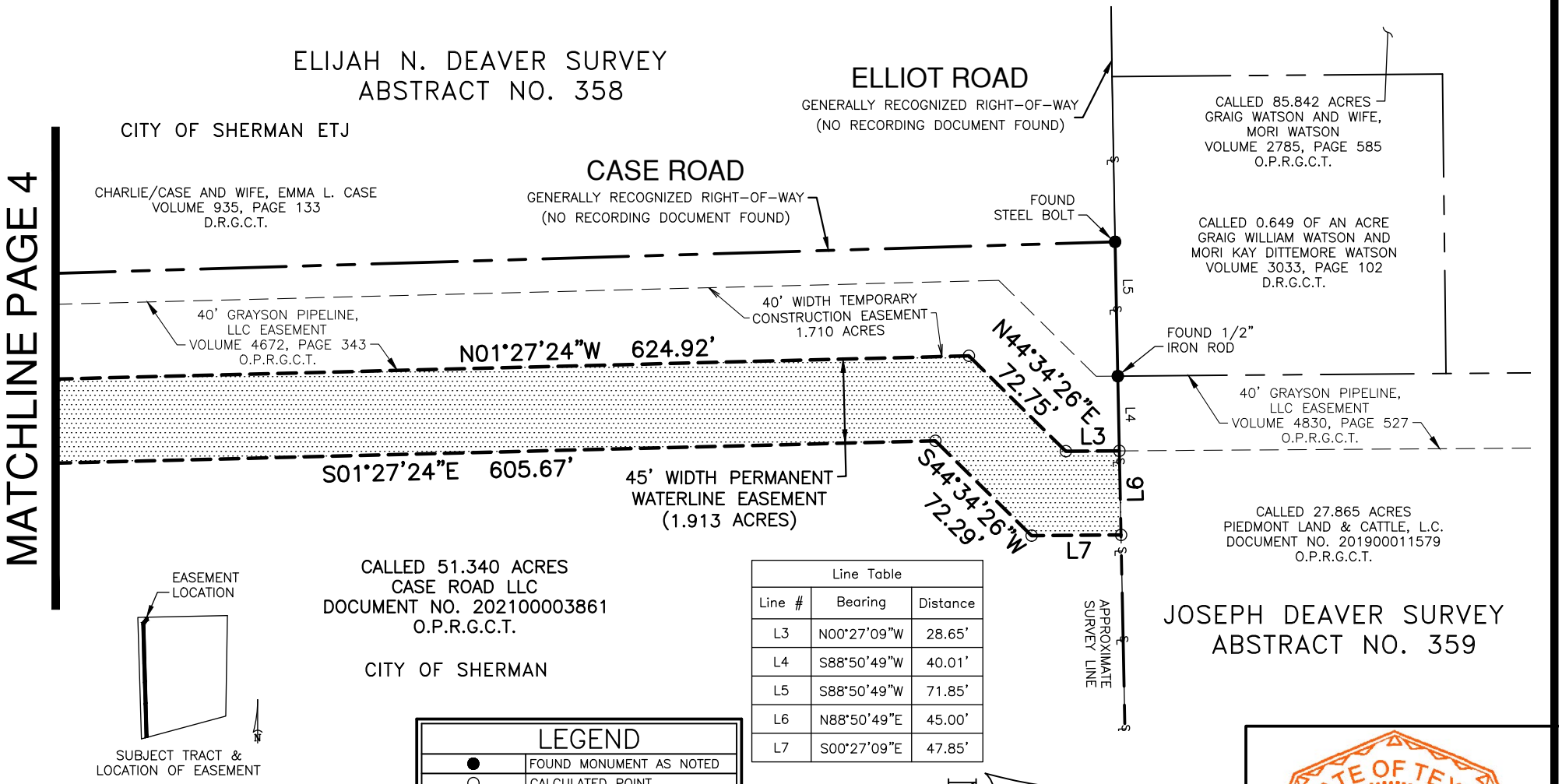
Bowman

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Phone: (214) 484-8586
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45' WIDTH PERMANENT WATERLINE EASEMENT			
SURVEY: ELIJAH N. DEAVER SURVEY ABSTRACT NO. 358			
LOCATION: CITY OF SHERMAN, GRAYSON COUNTY, TEXAS			
SUBJECT TRACT ACREAGE: 51.340 ACRES (DEEDS)			
JOB NO. 210185	DRAWN BY: OIS	CAD FILE: PARCEL 39 CASE ROAD LLC	
DATE: 2023-03-03	CHECK BY: RAH	SCALE: 1"= 80'	PAGE 4 OF 5

PLAT OF EXHIBIT "A"



Line Table		
Line #	Bearing	Distance
L3	N00°27'09"W	28.65'
L4	S88°50'49"W	40.01'
L5	S88°50'49"W	71.85'
L6	N88°50'49"E	45.00'
L7	S00°27'09"E	47.85'

LEGEND	
●	FOUND MONUMENT AS NOTED
○	CALCULATED POINT
————	EASEMENT LINE
————	PROPERTY LINE
D.R.G.C.T.	DEED RECORDS GRAYSON COUNTY TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS GRAYSON COUNTY TEXAS
P.R.G.C.T.	PLAT RECORDS GRAYSON COUNTY TEXAS

80' 40' 0' 80'

SCALE IN FEET

NOTES:
(1) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), NORTH CENTRAL ZONE (4202). COORDINATES AND DISTANCES ARE SURFACE VALUES AND CAN BE CONVERTED TO GRID BY USING THE SCALE FACTOR OF 1.00012 (0,0 BASE POINT).

(2) A LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PLAT.

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Phone: (214) 484-8586
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STATE OF TEXAS
REGISTERED
ROBERT A. HANSEN
6439
PROFESSIONAL
LAND SURVEYOR

ROBERT A. HANSEN
LSLS & REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6439

45' WIDTH PERMANENT WATERLINE EASEMENT			
SURVEY: ELIJAH N. DEAVER SURVEY ABSTRACT NO. 358			
LOCATION: CITY OF SHERMAN, GRAYSON COUNTY, TEXAS			
SUBJECT TRACT ACREAGE: 51.340 ACRES (DEEDS)			
JOB NO. 210185	DRAWN BY: OIS	CAD FILE: PARCEL 39 CASE ROAD LLC	
DATE: 2023-03-03	CHECK BY: RAH	SCALE: 1"= 80'	PAGE 5 OF 5



Sherman ENGINEERING DEPT.

Case Road LLC

1" = 400'

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Called Meeting **E. 4.**

Meeting Date: 06/09/2023

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7083

Authorizing Publication of the Proposed Final Statement/Action Plan for the Community Development Block Grant for Program Year 2023; 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 2023.

Issue:

Approval of the Program Year (PY) 2023 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- and 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 2023, the City will allocate the majority of the funds towards parks improvement, substandard structure demolition, and public service activities.

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

PY 2019 - $358,317.00
PY 2020 - $366,740.00
PY 2021 - $378,731.00
PY 2022 - $335,940.00
PY 2023 - $308,195.00

Origination:

Jana Garner, Grants Coordinator

Financial Consideration:

The City of Sherman has been allocated $308,195 in Community Development Block Grant funds from HUD to address our various community development needs for low- and moderate-income and special needs citizens during PY 2023.

Staff Recommendation:

It is staff recommendation that the Sherman City Council approve the resolution to adopt the PY 2023 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. 7083

Projected Use of Funds

RESOLUTION NO. 7083

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 2023; 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 2023; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, under the Housing and Community Development Act of 1974, as amended, the City of Sherman is eligible to receive an estimated $308,195 for program year 2023, to be expended on eligible activities primarily benefiting low- and 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 posted in public places and published on the website of the City of Sherman, public hearings were held by said Community Development Staff to receive citizen participation and input on May 9, 2023, and June 5, 2023; 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 to the U.S. Department of Housing and Urban Development as the Community Development Application for the City of Sherman for Program Year 2023, 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 Program Year 2023.

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.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 9th day of June 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Attachment A

CITY OF SHERMAN, TEXAS
FINAL STATEMENT/ACTION PLAN OF
COMMUNITY DEVELOPMENT OBJECTIVES
AND PROJECTED USE OF FUNDS FOR PROGRAM YEAR 2023

GRANT NO: B-23-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 program year 2023 is $308,195.00. These funds will be available on October 1, 2023. 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 2023

DEMOLITION/CLEARANCE PROGRAM: $88,000
A program to demolish vacant, substandard structures and clear property lots that pose a risk to health and safety.

PARK IMPROVEMENT: $112,356
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 among the entire community. The focus will especially be to benefit those living in low-moderate income areas and those with disabilities.

PROGRAM ADMINISTRATION: $61,639

- **CITY PROGRAM ADMINISTRATION: $44,839**
  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, and 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.
- **CASA OF GRAYSON COUNTY: $4,200**
  A program to train and support volunteer advocates and staff on process and procedures to advocate for foster children in Grayson County that have been abused or neglected.
- **FOUR RIVERS OUTREACH: $4,200**
  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 those who, at one time, resided within the city limits of Sherman.
- **GRAND CENTRAL STATION: $4,200**
  A program to support nutrition, specifically food for low- and moderate-income Sherman residents.
- **GRAYSON COUNTY CRISIS CENTER: $4,200**
  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.

PUBLIC SERVICE ACTIVITIES: $46,200

- **BOYS & GIRLS CLUB OF SHERMAN, INC.: $4,200**
  Funds to be used to assist with the development and advancement of a teen program for those from low- and moderate-income households.

- **CHILDREN'S ADVOCACY CENTER: $4,200**
  A program to provide high quality services to abused and traumatized children who, at one time, resided within the city limits of Sherman.
- **HOUSE OF ELI: $4,200**
  Funds will be used to house and assist young men, ages 18-21, who are aging out of foster care or being released from incarceration provide shelter, food, clothing, personal needs, and a family environment in which they can thrive.
- **MULTICULTURAL FAMILY CENTER: $4,200**
  Provide direct adult educational services to underserved immigrant population including ESL, Parenting, Family Literacy and Citizenship.
- **SHERMAN HOUSING AUTHORITY: $4,200**
  A program to address the problems of drug abuse and associated crime in public housing. Activities include increasing law enforcement services to stop the sale of illegal drugs in and around assisted housing, apprehend sellers of such drugs, and reduce crime in the assisted housing area.
- **SHERMAN YOUTH SPORTS ASSOCIATION: $4,200**
  A program to provide sports equipment to children from low- and moderate-income households so that they can participate safely in activities offered by the Sherman Youth Sports Association.
- **TEXOMA FAMILY SHELTER, INC.: $4,200**
  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.
- **TEXOMA AREA PARATRANSIT SYSTEM: $4,200**
  CDBG funds will pay for public transportation costs for eligible residents to access medical, nutrition, education, grocery, and other eligible activities.
- **THE CAMP: $4,200**
  Funds will be used for after-school and boxing programs to help the children in the community with learning, discipline and structure.
- **UNITED WAY OF GRAYSON COUNTY: $4,200**
  Cradle to Workforce is to create safe neighborhood providers in low-income areas for our most vulnerable families who need flexible childcare schedules.
- **CHILD & FAMILY GUIDANCE CENTER: $4,200**
  A program to provide counseling services for family dysfunction, alcohol and substance abuse, domestic violence, and sexual abuse for low- and moderate-income Sherman residents.

ALLOCATION FOR PROGRAM YEAR 2023: $308,195

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 and recreational facilities in the low- and moderate-income target areas.
3. Improve the quality of life for Sherman residents 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 and households.
5. Provide support for provision of emergency shelter, food, and assistance to the homeless and those in danger of becoming homeless.
6. Assist in providing counseling services to youth and adults from low- and moderate-income families.
7. Assist in providing activities for children and teens from low- and moderate-income families.
8. Provide support for provision of shelter and assistance to men in overcoming addiction.
9. Provide services for abused and neglected children.

The Action Plan of Community Development Objectives and Projected Use of Funds for Program Year 2023 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 Jana Garner, 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 July 5, 2023. Comments received will be included in the summary of citizen participation of this Plan.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Called Meeting **E. 5.**

Meeting Date: 06/09/2023

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7084

Awarding a Bid to and Authorizing Execution of a Contract with Lynn Vessels Construction, LLC Based on an Invitation to Bid for the Hickory Hill Offsite Water and Sanitary Sewer Improvements

Issue:

To consider awarding a bid to and authorizing execution of a contract with Lynn Vessels Construction, LLC of Sherman, Texas, based on an invitation to bid for the Hickory Hill Offsite Water and Sanitary Sewer Improvements

Background:

This project consists of all work associated with the installation of approximately 6,900 linear feet of 12-inch and 8-inch water main as well as 6,900 linear feet of wastewater main consisting of 8-inch, 12-inch, and 15-inch pipe sizes per the Hickory Hill Master Development Agreement. This project will not only serve the Hickory Hill Planned Development but will also make city water available to some existing homes along Lamberth Road that are on private wells.

Seven (7) bidders responded to the request for bids. The lowest responsible responsive bid in the amount of $2,787,773.86 was submitted by Lynn Vessels Construction, LLC of Sherman, Texas. A bid tabulation is attached.

An update to the existing Master Development Agreement between the City and the developer is expected to be presented to the Council at the June 19th Council meeting. This update will clarify the responsibilities of each party for this infrastructure project.

Origination:

Engineering Department

Financial Consideration:

The total cost of this project is $2,787,773.86 with the developer's contribution totaling $1,138,116.33. The City contribution is $1,649,657.53 and is being funded through the 2023 GTUA Bond.

Staff Recommendation:

It is recommended that the bid be awarded for the Hickory Hill Offsite Water and Sanitary Sewer Improvements to Lynn Vessels Construction, LLC in the amount of $2,787,773.86. It is also recommended that the City Manager be authorized to execute the required contract documents.

Alternatives:

As may be directed by City Council

Attachments

Resolution No. 7084
Unsigned - Agreement
Bid Tabulation
Recommendation of Award Letter
Location Map

RESOLUTION NO. 7084

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC, BASED ON AN INVITATION TO BID FOR THE HICKORY HILL OFFSITE WATER & SANITARY SEWER 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 Lynn Vessels Construction, LLC, of Sherman, Texas, is hereby awarded the bid and the City of Sherman hereby approves the contract with Lynn Vessels Construction, LLC, in the amount of Two Million Seven Hundred Eighty-Seven Thousand Seven Hundred Seventy-Three Dollars and Eighty-Six Cents ($2,787,773.86) for the Hickory Hill Offsite Water & Sanitary Sewer Improvements; and 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 contract with Lynn Vessels Construction, LLC, for the construction of the aforementioned improvements, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 9th day of June 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
NAME: _____
CITY ATTORNEY

AGREEMENT

THIS AGREEMENT is by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality (the "CITY"), and Lynn Vessels Construction, LLC, a limited liability company (the "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to collectively as the "parties" or individually as a "party."

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Article 1. **WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Contract Documents. The Work project is generally described as follows:

HICKORY HILL OFFSITE WATER AND SANITARY SEWER IMPROVEMENTS

Article 2. **ENGINEER**

The Project has been designed by Spiars Engineering, Inc., Plano, Texas, who is hereinafter called ENGINEER and who is to act as CITY'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. **CONTRACT TIME**

3.1 The Work will be substantially completed and ready for final payment within 250 calendar days from the date when the Contract Time commences to run, as provided in the General Conditions.

3.2 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by CITY if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that CONTRACTOR shall pay CITY $ 205.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by CITY as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein

Article 4. **CONTRACT PRICE**

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

At the unit prices shown on the Unit Price Bid Schedule included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by ENGINEER, as provided in the Special Provisions.

CONTRACTOR and CITY acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of CITY, which fiscal year ends on September 30th of each year, shall be subject to Sherman City Council approval. In the event that the Sherman City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that CITY shall be obligated to pay monies owed CONTRACTOR for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that CONTRACTOR is not in breach of this Agreement.

The CITY shall retain 5% of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. When the Work is substantially complete, the retained amount may be reduced to 2%, at the CITY'S discretion.

Article 6. **INTEREST**

If the contract amount of this contract is less than $5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds $5,000,000, no interest will be paid unless required by law.

Article 7. **CONTRACTOR'S REPRESENTATIONS**

In order to induce CITY to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions and drawings of physical conditions, if any, which are contained or identified in the Contract Documents, and accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to, or to supplement, those referred to above, which pertain to the subsurface or physical conditions at or contiguous to the site, or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are, or will be, required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the

Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of all Underground Facilities, whether indicated in the Contract Documents, or not. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are, or will be, required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7.7 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.

7.8 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

The "Contract Documents," which comprise the entire agreement between CITY and CONTRACTOR concerning the Work, consist of the following:

8.1 This Agreement
8.2 Advertisement for Bids
8.3 Instructions to Respondents
8.4 Certifications Required by Texas Law
8.5 Suspension and Debarment Certification
8.6 Bid Bond and Bid Bond POA
8.7 Statement of Respondent's Qualifications
8.8 Insurance Requirement Affidavit
8.9 Bid Submittal
8.10 Resolution of Award
8.11 Form 1295, Certificate of Interested Parties
8.12 Certificate of Insurance
8.13 Performance Bond and POA
8.14 Payment Bond and POA
8.15 Notice to Proceed
8.16 Maintenance Bond and POA
8.17 Closeout Documents
8.18 Davis-Bacon Wage Determinations
8.19 Special Provisions
8.20 Drawings, consisting of sheets numbered 1 through 23 and S0 through S3, inclusive with each sheet bearing the following general title: Hickory Hill Offsite Water & Sewer; and Hickory Hill Offsite Sewer Aerial Crossing, respectively.

8.21 Addenda numbers 1 to 1, inclusive.
8.22 Documentation submitted by CONTRACTOR prior to Notice of Award, identified as _____
8.23 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by CITY ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the Sherman City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the City Council's authorization for the City Manager to execute said Change Order. CONTRACTOR agrees that CITY'S project managers are authorized to issue Contingency Allowance Authorization but CITY'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

There are no contract Documents other than those listed above in this Agreement. The Contract Documents may only be amended, modified or supplemented, as outlined in this Contract.

Article 9. **INDEMNITY**

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY,

FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

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

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Article 10. **LIABILITY**

To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this Agreement, and for any and all damage to CONTRACTOR's equipment and other property. CITY assumes no such responsibility or liability. CITY shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

Article 11. **TERMINATION**

CITY is entitled to terminate this Agreement at any time for any reason or for no reason by giving CONTRACTOR at least thirty (30) days' prior written notice of the termination date.

CITY is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then CITY shall have the right to terminate this Agreement. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY.

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

Article 12. **MISCELLANEOUS**

12.1 Terms used in the Agreement will have the meanings indicated in the Special Provisions.

12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.

12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

12.5 The parties acknowledge and agree that, in executing and performing this Agreement, CITY has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between CITY and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

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

12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of CITY; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing

the same; that the doctrine of respondent superior shall not apply as between CITY and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONTRACTOR.

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

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

12.13 CITY and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to CITY, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or by ENGINEER on their behalf. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement (the "Effective Date").

CITY: CITY OF SHERMAN, TEXAS	CONTRACTOR: Lynn Vessels Construction, LLC
_____	_____
By: _____	By: _____
Date: _____	Date: _____
	(Corporate Seal)
Attest: _____	Attest: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____

Bid Tabulation
Project: Hickory Hill Offsite Water and Sanitary Sewer Improvements
Owner: City of Sherman
Number: 2023-14
Public Works Project # 2582-A/01 and Bid Number 2023-14
Date: 5/23/2023

Item	Description	Estimated Quantity		LYNN VESSELS CONSTRUCTION, LLC Unit Price	LYNN VESSELS CONSTRUCTION, LLC Total Price	PITTARD CONSTRUCTION COMPANY Unit Price	PITTARD CONSTRUCTION COMPANY Total Price	ANA SITE CONSTRUCTION Unit Price	ANA SITE CONSTRUCTION Total Price	MOSS UTILITIES, LLC Unit Price	MOSS UTILITIES, LLC Total Price
1	Mobilization	1	LS	77,929.54	$77,929.54	117,500.00	$117,500.00	91,640.00	$91,640.00	167,400.00	$167,400.00
2	R.O.W. Preparation	1	LS	14,820.00	$14,820.00	10,000.00	$10,000.00	16,500.00	$16,500.00	135,700.00	$135,700.00
3	Barricading and Traffic Control	1	LS	3,575.00	$3,575.00	5,000.00	$5,000.00	8,000.00	$8,000.00	45,900.00	$45,900.00
4	SWPPP and Erosion Control	1	LS	18,492.50	$18,492.50	7,500.00	$7,500.00	30,000.00	$30,000.00	57,800.00	$57,800.00
5	8" PVC (C-900 DR-18) Water Main	151	LF	51.06	$7,710.06	60.00	$9,060.00	67.00	$10,117.00	51.50	$7,776.50
6	12" PVC (C-900 DR-18) Water Main	3,272	LF	87.00	$284,664.00	87.00	$284,664.00	86.00	$281,392.00	80.00	$261,760.00
6a	12" PVC (C-900 DR-18) Restrained Joint Water Main By Method Other Than Open Cut (Driveway Bores at 3939 and 4045 W Lamberth)	80	LF	210.73	$16,858.40	120.00	$9,600.00	375.00	$30,000.00	709.00	$56,720.00
7	Install 12" PVC (C-900 DR-18) Water Main *NOTE: 3,500 linear feet of 12" PVC pipe (C900 DR18) will be provided by the Owner/City. Contractor shall coordinate with Public Works and pick up the pipe from their yard located at 811 S East St, Sherman Tx 75090*	3,500	LF	28.34	$99,190.00	40.00	$140,000.00	28.00	$98,000.00	28.50	$99,750.00
8	21" Steel Encasement for Water Line	186	LF	252.63	$46,989.18	315.00	$58,590.00	318.00	$59,148.00	387.00	$71,982.00
9	8" Gate Valve and box	4	EA	2,510.91	$10,043.64	2,940.00	$11,760.00	4,600.00	$18,400.00	3,090.00	$12,360.00
10	12" Gate Valve and box	20	EA	4,759.52	$95,190.40	4,495.00	$89,900.00	6,300.00	$126,000.00	4,210.00	$84,200.00
11	Connect to Existing Water Line	2	EA	1,821.30	$3,642.60	2,900.00	$5,800.00	5,400.00	$10,800.00	2,690.00	$5,380.00
12	Fire Hydrant Assembly	14	EA	8,305.05	$116,270.70	7,240.00	$101,360.00	9,600.00	$134,400.00	10,200.00	$142,800.00
13	Ductile Iron Fittings	5	TON	12,318.48	$63,871.32	10,750.00	$55,738.75	14,000.00	$72,590.00	10,800.00	$55,998.00
14	Trench Safety (Water)	6,918	LF	0.65	$4,496.70	1.00	$6,918.00	2.00	$13,836.00	1.00	$6,918.00
15	Water Line Chlorination and Testing	6,918	LF	1.11	$7,678.98	1.00	$6,918.00	2.00	$13,836.00	1.50	$10,377.00
16	8" PVC SDR-26 Sanitary Sewer Main	362	LF	73.75	$26,697.50	95.00	$34,390.00	65.00	$23,530.00	57.50	$20,815.00
17	12" PVC SDR-26 Sanitary Sewer Main	871	LF	91.16	$79,400.36	112.00	$97,552.00	85.00	$74,035.00	87.00	$75,777.00
18	15" PVC SDR-35 Sanitary Sewer Main	1,057	LF	96.11	$101,588.27	118.00	$124,726.00	92.00	$97,244.00	100.50	$106,228.50
19	15" PVC SDR-26 Sanitary Sewer Main	4,640	LF	123.05	$570,952.00	148.00	$686,720.00	107.00	$496,480.00	105.00	$487,200.00
20	4' Diameter Standard Manhole	4	EA	7,963.15	$31,852.60	7,800.00	$31,200.00	13,000.00	$52,000.00	7,100.00	$28,400.00
21	5' Diameter Standard Manhole	19	EA	11,747.62	$223,204.78	10,125.00	$192,375.00	17,000.00	$323,000.00	11,300.00	$214,700.00
22	5' Diameter Inside Drop Manhole	2	EA	19,042.40	$38,084.80	14,000.00	$28,000.00	26,000.00	$52,000.00	15,400.00	$30,800.00
23	6' Diameter Inside Drop Manhole	1	EA	13,036.40	$13,036.40	13,000.00	$13,000.00	24,000.00	$24,000.00	11,400.00	$11,400.00
24	Remove Existing Manhole	1	EA	1,885.00	$1,885.00	500.00	$500.00	3,000.00	$3,000.00	38,800.00	$38,800.00
25	8" Sewer Plug	4	EA	165.10	$660.40	500.00	$2,000.00	1,100.00	$4,400.00	1,680.00	$6,720.00
26	Furnish and Install Steel Encasement for sanitary sewer pipe	189	LF	258.87	$48,926.43	315.00	$59,535.00	223.00	$42,147.00	334.00	$63,126.00
27	Rock Riprap for Creek Stabilization	580	SY	81.72	$47,397.60	68.00	$39,440.00	87.00	$50,460.00	68.50	$39,730.00
28	Furnish and Install Aerial Crossing in Accordance with Structural Plans	1	LS	404,736.80	$404,736.80	242,300.00	$242,300.00	185,000.00	$185,000.00	329,200.00	$329,200.00
29	Trench Safety (Sewer)	6,930	LF	1.30	$9,009.00	1.50	$10,395.00	3.00	$20,790.00	1.00	$6,930.00
30	Sanitary Sewer Line TV & Testing	6,930	LF	2.73	$18,918.90	2.50	$17,325.00	6.00	$41,580.00	3.00	$20,790.00
31	Construction Contingency Allowance	1	LS	300,000.00	$300,000.00	300,000.00	$300,000.00	300,000.00	$300,000.00	300,000.00	$300,000.00
	Total Base Bid				**$2,787,773.86**		**$2,799,766.75**		**$2,804,325.00**		**$3,003,438.00**

Bid Tabulation
Project: Hickory Hill Offsite Water and Sanitary Sewer Improvements
Owner: City of Sherman
Number: 2023-14
Public Works Project # 2582-A/01 and Bid Number 2023-14

Date: 5/23/2023

Item	Description	Estimated Quantity		WESTERN MUNICIPAL CONSTRUCTION OF TEXAS, LLC. Unit Price	WESTERN MUNICIPAL CONSTRUCTION OF TEXAS, LLC. Total Price	DICKERSON CONSTRUCTION COMPANY, INC Unit Price	DICKERSON CONSTRUCTION COMPANY, INC Total Price	CANARY CONSTRUCTION, INC. Unit Price	CANARY CONSTRUCTION, INC. Total Price	Unit Price	Total Price
1	Mobilization	1	LS	65,073.97	$65,073.97	150,000.00	$150,000.00	154,000.00	$154,000.00		$0.00
2	R.O.W. Preparation	1	LS	35,154.89	$35,154.89	75,000.00	$75,000.00	42,000.00	$42,000.00		$0.00
3	Barricading and Traffic Control	1	LS	24,857.99	$24,857.99	5,000.00	$5,000.00	2,500.00	$2,500.00		$0.00
4	SWPPP and Erosion Control	1	LS	50,423.97	$50,423.97	35,000.00	$35,000.00	9,500.00	$9,500.00		$0.00
5	8" PVC (C-900 DR-18) Water Main	151	LF	89.00	$13,439.00	85.00	$12,835.00	81.00	$12,231.00		$0.00
6	12" PVC (C-900 DR-18) Water Main	3,272	LF	92.86	$303,837.92	95.00	$310,840.00	120.00	$392,640.00		$0.00
6a	12" PVC (C-900 DR-18) Restrained Joint Water Main By Method Other Than Open Cut (Driveway Bores at 3939 and 4045 W Lamberth)	80	LF	1,505.39	$120,431.20	500.00	$40,000.00	260.00	$20,800.00		$0.00
7	Install 12" PVC (C-900 DR-18) Water Main *NOTE: 3,500 linear feet of 12" PVC pipe (C900 DR18) will be provided by the Owner/City. Contractor shall coordinate with Public Works and pick up the pipe from their yard located at 811 S East St, Sherman Tx 75090*	3,500	LF	50.56	$176,960.00	65.00	$227,500.00	75.00	$262,500.00		$0.00
8	21" Steel Encasement for Water Line	186	LF	659.10	$122,592.60	265.00	$49,290.00	285.00	$53,010.00		$0.00
9	8" Gate Valve and box	4	EA	5,531.58	$22,126.32	3,000.00	$12,000.00	2,200.00	$8,800.00		$0.00
10	12" Gate Valve and box	20	EA	1,762.58	$35,251.60	4,500.00	$90,000.00	4,500.00	$90,000.00		$0.00
11	Connect to Existing Water Line	2	EA	11,426.31	$22,852.62	3,750.00	$7,500.00	4,000.00	$8,000.00		$0.00
12	Fire Hydrant Assembly	14	EA	11,509.40	$161,131.60	8,500.00	$119,000.00	8,000.00	$112,000.00		$0.00
13	Ductile Iron Fittings	5	TON	13,361.34	$69,278.55	18,500.00	$95,922.50	13,000.00	$67,405.00		$0.00
14	Trench Safety (Water)	6,918	LF	5.20	$35,973.60	2.00	$13,836.00	2.00	$13,836.00		$0.00
15	Water Line Chlorination and Testing	6,918	LF	2.73	$18,886.14	2.00	$13,836.00	2.00	$13,836.00		$0.00
16	8" PVC SDR-26 Sanitary Sewer Main	362	LF	79.70	$28,851.40	100.00	$36,200.00	120.00	$43,440.00		$0.00
17	12" PVC SDR-26 Sanitary Sewer Main	871	LF	128.73	$112,123.83	95.00	$82,745.00	140.00	$121,940.00		$0.00
18	15" PVC SDR-35 Sanitary Sewer Main	1,057	LF	124.18	$131,258.26	120.00	$126,840.00	148.00	$156,436.00		$0.00
19	15" PVC SDR-26 Sanitary Sewer Main	4,640	LF	151.03	$700,779.20	195.00	$904,800.00	160.00	$742,400.00		$0.00
20	4' Diameter Standard Manhole	4	EA	12,443.09	$49,772.36	6,000.00	$24,000.00	8,500.00	$34,000.00		$0.00
21	5' Diameter Standard Manhole	19	EA	15,352.31	$291,693.89	11,000.00	$209,000.00	12,000.00	$228,000.00		$0.00
22	5' Diameter Inside Drop Manhole	2	EA	18,694.34	$37,388.68	16,000.00	$32,000.00	15,000.00	$30,000.00		$0.00
23	6' Diameter Inside Drop Manhole	1	EA	19,644.34	$19,644.34	13,000.00	$13,000.00	18,500.00	$18,500.00		$0.00
24	Remove Existing Manhole	1	EA	2,933.17	$2,933.17	1,000.00	$1,000.00	2,000.00	$2,000.00		$0.00
25	8" Sewer Plug	4	EA	778.29	$3,113.16	150.00	$600.00	250.00	$1,000.00		$0.00
26	Furnish and Install Steel Encasement for sanitary sewer pipe	189	LF	291.50	$55,093.50	290.00	$54,810.00	300.00	$56,700.00		$0.00
27	Rock Riprap for Creek Stabilization	580	SY	90.97	$52,762.60	85.00	$49,300.00	210.00	$121,800.00		$0.00
28	Furnish and Install Aerial Crossing in Accordance with Structural Plans	1	LS	230,407.57	$230,407.57	227,500.00	$227,500.00	400,000.00	$400,000.00		$0.00
29	Trench Safety (Sewer)	6,930	LF	4.69	$32,501.70	5.00	$34,650.00	5.00	$34,650.00		$0.00
30	Sanitary Sewer Line TV & Testing	6,930	LF	3.55	$24,601.50	5.00	$34,650.00	5.00	$34,650.00		$0.00
31	Construction Contingency Allowance	1	LS	300,000.00	$300,000.00	300,000.00	$300,000.00	300,000.00	$300,000.00		$0.00
	Total Base Bid				**$3,351,197.13**		**$3,388,654.50**		**$3,588,574.00**		**$0.00**

765 CUSTER ROAD, SUITE 100 I PLANO, TEXAS 75075
MAIN 972.422.0077 I FAX 972.422.0075
TBPE NO. F-2121 I TBPLS NO. F-10043100

May 30, 2023

Attn: Travis Overturf, P.E.
City of Sherman – Engineering Department
220 W Mulberry Street
Sherman, Texas 75090

Re: **Recommendation of Award**
Hickory Hill Offsite Water & Sanitary Sewer Project
City of Sherman Project #2582-A
SEI No.: 22-051.1

Dear Travis Overturf, P.E.:

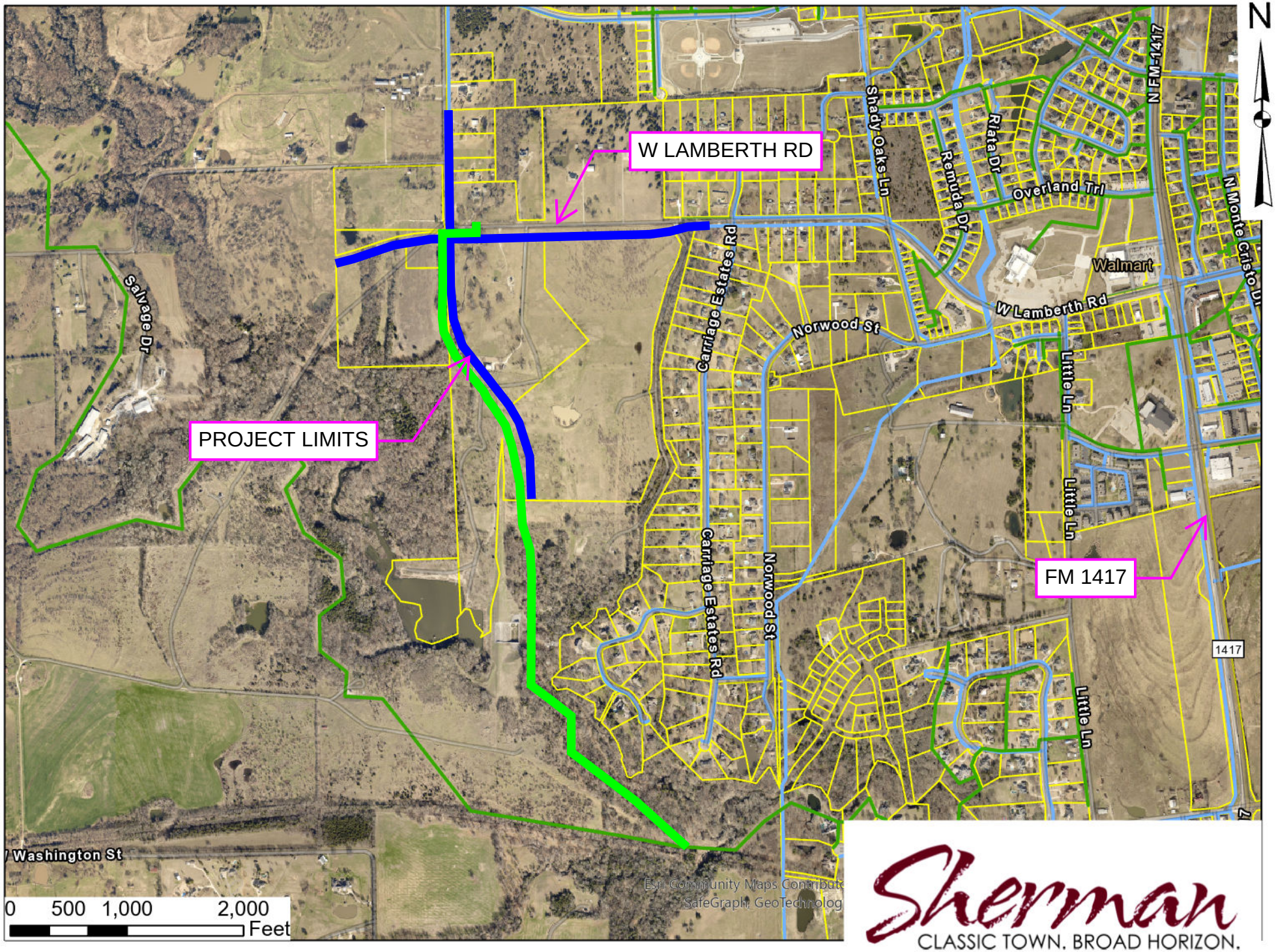
We have reviewed the statement of qualifications for Lynn Vessels Construction, LLC – the apparent low bidder on the Hickory Hill Offsite Water & Sanitary Sewer Project. Lynn Vessels has a positive reputation in the north Texas region and has completed numerous Sewer and Water related projects in the Sherman area over the past 10+ years, including the Canyon Creek Drive Extension on behalf of the City of Sherman and the Sherman Industrial Sewer Replacement project.

Based on the information available, we recommend that the City accept the bid from Lynn Vessels Construction, LLC and award them the contract for construction of the Hickory Hill Offsite Water & Sanitary Sewer project.

Please contact us if you would like to discuss our evaluation in further detail.

Sincerely,
SPIARS ENGINEERING, INC.

Ryan Hartman, P.E.


W LAMBERTH RD
PROJECT LIMITS
FM 1417
N
Salvage Dr
Carriage Estates Rd
Norwood St
Shady Oaks Ln
Remuda Dr
Rata Dr
Overland Trl
N FM-1417
N Monte Cristo Dr
Walmart
W Lamberth Rd
Little Ln
1417
Washington St
0 500 1,000 2,000
Feet
Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Called Meeting **E. 6.**

Meeting Date: 06/09/2023

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7085

Declaring the City of Sherman's Eligibility and Intention to Participate in a Residential Tax Abatement Program to Promote Development/Redevelopment in Certain Areas of the City; Establishing Guidelines and Criteria

Issue:

Renewing the City's Residential Tax Abatement Program for two (2) years

Background:

At the April 19, 2021 meeting, the City Council renewed the Residential Tax Abatement Program for two (2) more years, pursuant to the provisions of Chapter 312, Section 312.002, Tax Code, Vernon's Texas Codes Annotated. At the April 18, 2016 meeting, the City Council adopted Ordinance No. 5948 to renew the designation of Residential Tax Abatement Zone Number Ten (#10) established for the purpose of residential tax abatement. At that time, the map was revised to reflect changes made by the U.S. Department of Housing and Urban Development (HUD) to the low-to-moderate income locations in Sherman. Some previously designated locations, generally located east of Highway 75, have been removed from that target area. While there is no official determination from HUD, we believe it is due to community efforts to revitalize, provide tax abatements, and encourage reinvestment - or gentrification - that has removed those low-to-moderate areas out of that status. The City's efforts for redevelopment are having a positive effect in those areas.

Another change made by HUD is that there are now some low-to-moderate income areas west of U.S. Highway 75. Because of this, a $100,000 cap was added to Ordinance No. 5948. To be eligible for residential tax abatement, the value of improvements must be less than $100,000.

Staff is proposing in a new Ordinance to raise the value of the new residential construction to no more than $150,000.00 due to the rising cost of building materials.

Building within the target area uses existing streets, water mains and sewer mains, rather than extending them on the outskirts of the City. It also tends to minimize the area that must be covered by police officers, street maintenance crews, and other City employees.

The City Council granted five residential tax abatements in 2021 and five residential tax abatements in 2022.

Origination:

Development Services

Financial Consideration:

There is no direct cost to approving this resolution. Costs would vary as residential tax abatements are granted. In 2021 through 2022 combined, abatements have been granted on new construction with an estimated value of $931,080.00 for a total of approximately $3,385.43 in abated taxes. This was partially offset by $1,575.00 in application fees.

Staff Recommendation:

The staff recommends approval of this resolution to renew the City's Residential Tax Abatement Program for two (2) years. This resolution complies with goals and strategies of the Comprehensive Master Plan: "Strategy 1.2: Invest in programs that allow Sherman residents the opportunity to become invested in their community through housing...b. Continue to offer the Residential Tax Abatement program."

Alternatives:

The City Council could revise the terms of the abatements that are granted or could discontinue the program completely.

Attachments

Resolution No. 7085

Exhibit A

Resolution to Renew - 6734

RESOLUTION NO. 7085

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DECLARING THE CITY OF SHERMAN'S ELIGIBILITY AND INTENTION TO PARTICIPATE IN A RESIDENTIAL TAX ABATEMENT PROGRAM TO PROMOTE DEVELOPMENT/REDEVELOPMENT IN CERTAIN AREAS OF THE CITY; ESTABLISHING GUIDELINES AND CRITERIA; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas, desires to promote the development/redevelopment of certain contiguous geographic areas within its jurisdiction; and

WHEREAS, the City of Sherman, Texas, is authorized to enter into Tax Abatement Agreements for commercial-industrial or residential purposes as authorized by Chapter 312 of the Texas Property Tax Code (Code); and

WHEREAS, Section 312.002 of the Code requires the City of Sherman, Texas, to establish guidelines and create criteria every two (2) years for the designation of reinvestment zones and the entering into Residential Tax Abatement Agreements; and

WHEREAS, Resolution No. 6734 was approved by the City Council at the April 19, 2021 meeting, renewing the City's program for an additional two (2) years;

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

SECTION 1. That the City of Sherman, Texas, declares it is eligible for and intends to participate in a Residential Tax Abatement Program.

SECTION 2. That the City of Sherman, Texas, hereby adopts the following Guidelines and Criteria for Tax Abatement for use in its Residential Tax Abatement Program:

CITY OF SHERMAN
RESIDENTIAL TAX ABATEMENT GUIDELINES AND CRITERIA

GENERAL PURPOSE AND OBJECTIVES

The City of Sherman is committed to an expansion of its tax base, an increase to its population, the promotion of development in all parts of the City, and to an ongoing improvement in the quality of life for its citizens. As these objectives are generally served by the enhancement and expansion of the local economy, the City of Sherman will offer residential tax abatement as a stimulus for economic development in Sherman. The policy of the City of Sherman is to make residential tax abatement available to new structures. Likewise, residential tax abatement is intended for residential structures built upon vacant lots within existing subdivisions as well as

within new subdivisions of the City. It is the policy of the City of Sherman that such tax abatement will be provided in accordance with the procedures and criteria outlined in this document and as permitted by State statute. The guidelines and criteria herein adopted shall expire two (2) years from and after June 5, 2023. The provisions herein are severable, and if any provision or requirement of these guidelines or criteria is declared or found to be illegal or invalid, such illegality or invalidity shall not affect the remaining provisions, since the City Council would have adopted these guidelines and criteria without the incorporation of the portions found to be invalid.

DEFINITION OF TERMS

Act — means the Property Redevelopment and Tax Abatement Act, Texas Tax Code Ann. 312.001, et seq., as amended from time to time.

Agreement — means a contractual agreement between a property owner and the City of Sherman for the purposes of tax abatement.

Applicant — means an owner of real property who requests tax abatement in accordance with these guidelines.

Base Year Value — means the assessed value of eligible property on January 1 preceding the date of execution of the agreement.

Economic Life — means the number of years a property improvement is expected to be in service.

New Structure — means residential improvements made to a property previously undeveloped which is placed into use by means other than or in conjunction with expansion.

Reinvestment Zone — means a contiguous geographic area in the jurisdiction of the municipality in which tax abatements may be granted to promote residential development or redevelopment if the governing body determines that residential development or redevelopment would not occur solely through private investment in the reasonably foreseeable future.

Residential Improvements — means the construction of residential building(s), and all the appurtenances thereto, single-family in purpose. This does not include duplexes or multi-family structures.

Total Facility — means all buildings and structures along with the appurtenances thereto.

ELIGIBILITY

All residentially zoned property is eligible for designation as a Reinvestment Zone. A new structure anywhere within the corporate limits of a value in excess of $150,000.00 may receive abatement. As provided in the Act, abatement may only be granted for the value of eligible property subsequent to and listed in an abatement agreement between the City of Sherman and the property owner. Abatement will be granted for new single-family residential construction only.

Eligible Property — Abatement will be extended to the increased value of real estate, buildings, structures, and site improvements along with the appurtenances thereto for properties which are single-family in purpose. This does not include duplexes or multi-family structures.

Value and Term of Abatement — Upon determination that all requirements for tax abatement have been satisfied by the applicant, the value and terms of the abatement will be for a period of ten (10) years in accordance with the following schedule for the abatement of taxes on the added value above the base year value. Abatement shall be granted effective with the January 1 valuation date immediately following the date of completion of the improvements.

SCHEDULE OF TAXES ASSESSED

TAX YEAR	ABATEMENT
1	100%
2	100%
3	100%
4	100%
5	100%
6	100%
7	80%
8	60%
9	40%
10	20%

CRITERIA

Any request for tax abatement shall be reviewed for completeness. The City staff shall determine whether the application satisfies the guidelines and criteria. Tax abatement shall be based upon an evaluation of the following criteria which each applicant will be requested to address in narrative format:

Fiscal Impact

Addition of real property improvements to the tax rolls.

No utility construction by the City would be required other than routine.

Community Impact

The project is compatible with the City's comprehensive plan.

No adverse environmental impact will be created by the project.

PROCEDURES

Any person, partnership, organization, corporation or other entity desiring that the City of Sherman consider providing tax abatement to encourage location of residential improvements

within the City limits of Sherman shall be required to comply with the following procedural guidelines:

1. Preliminary Application Steps

   A. Applicant shall submit an "Application for Tax Abatement" contemporaneously with the application for a building permit, and shall pay a filing fee of $75.00 to cover publication, notice cost, review and processing. If the applicant for the building permit is not the owner of the real estate and does not make application for residential tax abatement on behalf of the owner, the City staff shall notify the owner by certified mail, return receipt requested, that residential tax abatement must be filed with the City within ten (10) business days of receipt of the notice.

   B. If the applicant does not wish to apply for residential tax abatement at the time that the building permit is issued, or if the owner fails to respond to the written notice of availability for residential tax abatement, the opportunity for residential tax abatement is waived. The staff shall prepare forms necessary to reflect the refusal of an applicant to participate and to document the lack of response by the owner to the written notice. The refusal or waiver to participate in residential tax abatement by the owner or applicant shall be binding on subsequent owners of the real property.

   C. The City may request applicant to provide substantiation of economic feasibility of the overall project to assist in determining the long-term benefit to the City.

   D. A complete legal description shall be provided.

   E. Applicant shall complete all forms and information detailed above and submit them to the City of Sherman.

2. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be requested as needed.

   If necessary, applicant will meet with City to discuss details of the application and prepare for presentation of application to the City Council.

3. The application shall include the total capital investment for real property improvements and type of project.

LEGAL DOCUMENTATION PREPARATION

The City will be responsible for drafting the proposed agreement pursuant to the approved Tax Abatement, as well as all associated documentation.

The legal document is to include the following:

1. Estimated value of new construction to be abated.

2. Percent of value to be abated each year.

3. Commencement date and the termination date of abatement.

4. Proposed use of the facility, nature of construction, time schedule, map, property description and improvements list as provided in the application.

5. Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture and administration.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 9th day of June 2023.

CITY OF SHERMAN, TEXAS

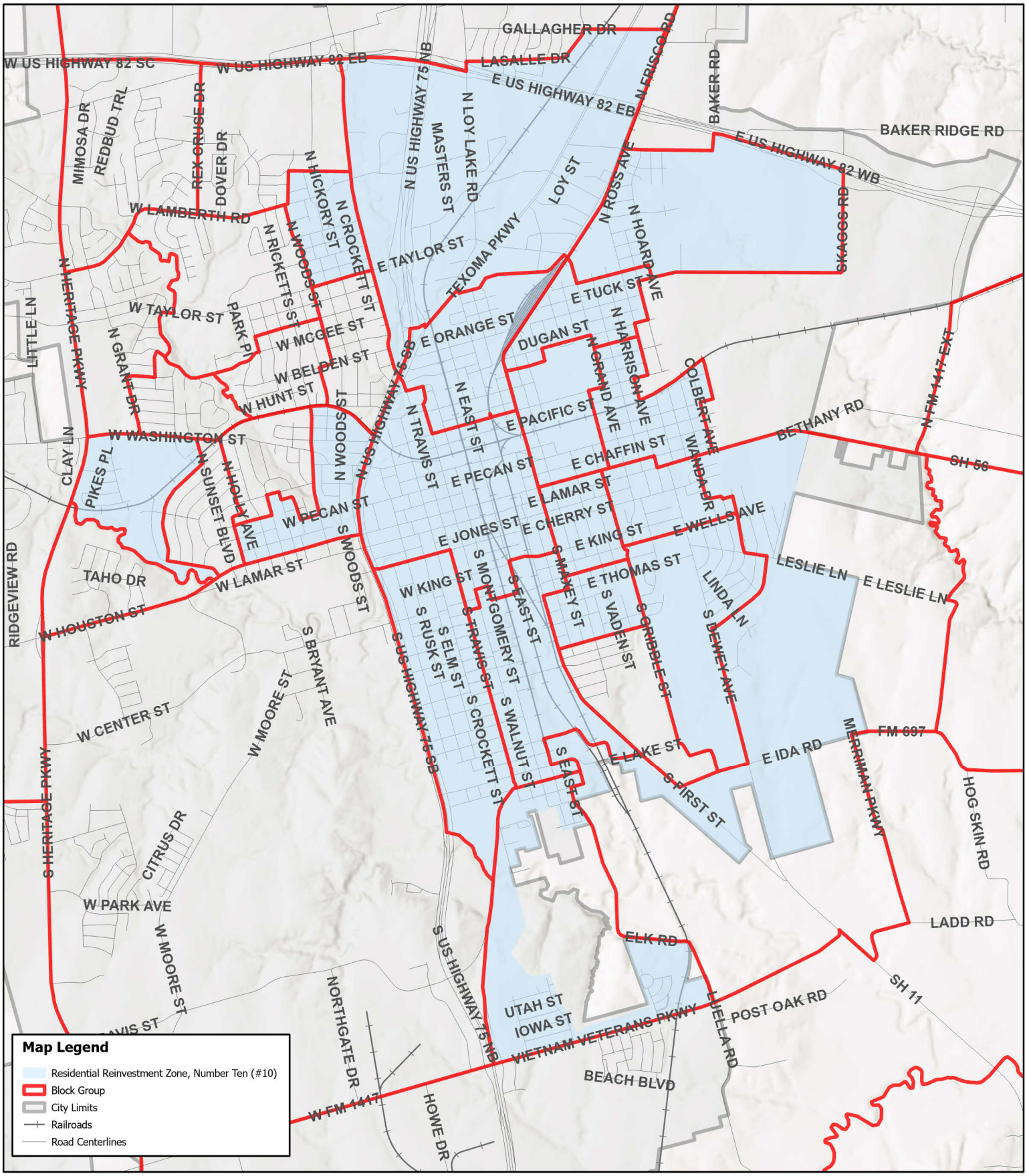
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Finance\TIRZ Maps.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

Sherman, Texas

Exhibit A:
Residential Reinvestment Zone,
Number Ten (#10)

Date: 5/30/2023

N
W E
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US Feet

RESOLUTION NO. 6734

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DECLARING THE CITY OF SHERMAN'S ELIGIBILITY AND INTENTION TO PARTICIPATE IN A RESIDENTIAL TAX ABATEMENT PROGRAM TO PROMOTE DEVELOPMENT/REDEVELOPMENT IN CERTAIN AREAS OF THE CITY; ESTABLISHING GUIDELINES AND CRITERIA; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas, desires to promote the development/redevelopment of certain contiguous geographic areas within its jurisdiction; and

WHEREAS, the City of Sherman, Texas, is authorized to enter into Tax Abatement Agreements for commercial-industrial or residential purposes as authorized by Chapter 312 of the Texas Property Tax Code (Code); and

WHEREAS, Section 312.002 of the Code requires the City of Sherman, Texas, to establish guidelines and create criteria every two (2) years for the designation of reinvestment zones and the entering into Residential Tax Abatement Agreements; and

WHEREAS, Resolution No. 6210 was approved by the City Council at the April 15, 2019 meeting, renewing the City's program for an additional two (2) years;

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

SECTION 1. That the City of Sherman, Texas, declares it is eligible for and intends to participate in a Residential Tax Abatement Program.

SECTION 2. That the City of Sherman, Texas, hereby adopts the following Guidelines and Criteria for Tax Abatement for use in its Residential Tax Abatement Program:

CITY OF SHERMAN
RESIDENTIAL TAX ABATEMENT GUIDELINES AND CRITERIA

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ELIGIBILITY

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Eligible Property — Abatement will be extended to the increased value of real estate, buildings, structures, and site improvements along with the appurtenances thereto for properties which are single-family in purpose. This does not include duplexes or multi-family structures.

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TAX YEAR	ABATEMENT
1	100%
2	100%
3	100%
4	100%
5	100%
6	100%
7	80%
8	60%
9	40%
10	20%

CRITERIA

Any request for tax abatement shall be reviewed for completeness. The City staff shall determine whether the application satisfies the guidelines and criteria. Tax abatement shall be based upon an evaluation of the following criteria which each applicant will be requested to address in narrative format:

Fiscal Impact

Addition of real property improvements to the tax rolls.

No utility construction by the City would be required other than routine.

Community Impact

The project is compatible with the City's comprehensive plan.

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within the City limits of Sherman shall be required to comply with the following procedural guidelines:

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   A. Applicant shall submit an "Application for Tax Abatement" contemporaneously with the application for a building permit, and shall pay a filing fee of $75.00 to cover publication, notice cost, review and processing. If the applicant for the building permit is not the owner of the real estate and does not make application for residential tax abatement on behalf of the owner, the City staff shall notify the owner by certified mail, return receipt requested, that residential tax abatement must be filed with the City within ten (10) business days of receipt of the notice.

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   D. A complete legal description shall be provided.

   E. Applicant shall complete all forms and information detailed above and submit them to the City of Sherman.

2. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be requested as needed.

   If necessary, applicant will meet with City to discuss details of the application and prepare for presentation of application to the City Council.

3. The application shall include the total capital investment for real property improvements and type of project.

LEGAL DOCUMENTATION PREPARATION

The City will be responsible for drafting the proposed agreement pursuant to the approved Tax Abatement, as well as all associated documentation.

The legal document is to include the following:

1. Estimated value of new construction to be abated.

2. Percent of value to be abated each year.

3. Commencement date and the termination date of abatement.

4. Proposed use of the facility, nature of construction, time schedule, map, property description and improvements list as provided in the application.

5. Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture and administration.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 19th day of April, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

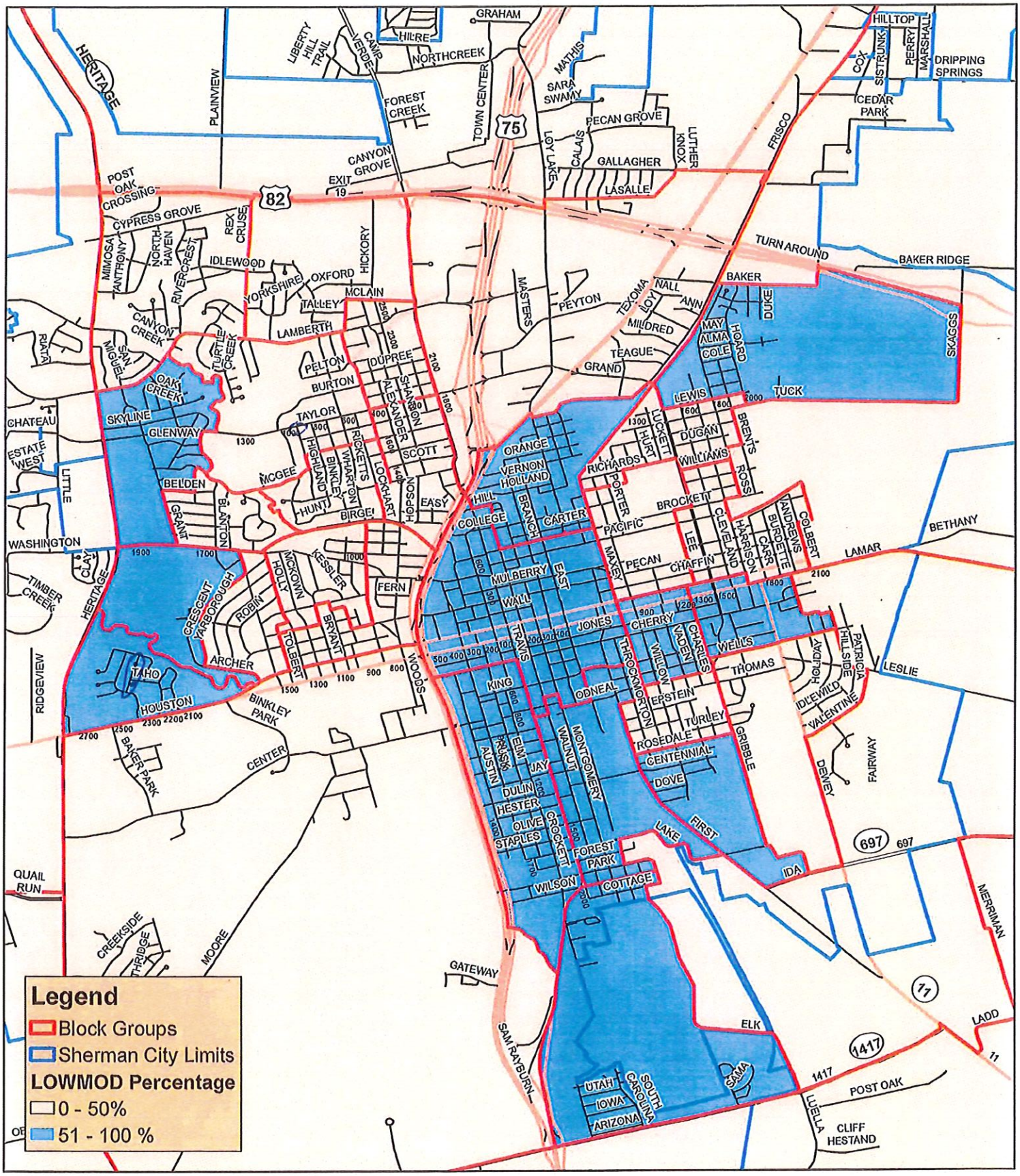
ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN PITTMAN, CITY ATTORNEY

Sherman, Texas



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Called Meeting **E. 7.**

Meeting Date: 06/09/2023

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7086

Authorizing Execution of a Professional Services Agreement with Halff Associates, Inc. for the Update of the City of Sherman's Subdivision Ordinance and to Create a Development Process Guide

Issue:

To consider authorizing execution of a Professional Services Agreement with Halff Associates, Inc. for an Update to the Subdivision Ordinance and to Create a Development Process Guide for the City of Sherman.

Background:

This contract is to allow for an update to the City's Subdivision Ordinance and to create a new Development Process Guide. The City's Subdivision Ordinance was originally created in 1969, with minor updates occurring since that time. This project would be a complete update to the Subdivision Ordinance.

In addition to the Subdivision Ordinance, staff is proposing the creation of a Development Process Guide to assist in communicating to developers, property owners and residents the process for private development in the City of Sherman.

Staff has received a proposal from Halff Associates, Inc. to combine the efforts of updating the Subdivision Ordinance and providing a Development Process Guide for a fee of $85,000. Staff is recommending that the City engage Halff Associates, Inc. to perform this work. With the increased development that the City of Sherman is currently experiencing, updating the Subdivision Ordinance is important and timely.

The update to the Subdivision Ordinance will begin in June 2023 with a targeted completion of December 2023. The Development Process Guide will begin in June 2023 with a targeted completion of September 2023.

Origination:

Development Services

Financial Consideration:

The total funding needed for this contract is $85,000.

Staff Recommendation:

It is recommended that the Council approve this contract

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 7086
Scope of Services
Agreement

RESOLUTION NO. 7086

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC. FOR THE UPDATE OF THE CITY OF SHERMAN'S SUBDIVISION ORDINANCE AND THE CREATION OF A DEVELOPMENT PROCESS GUIDE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Halff Associates, Inc. for the update of the City of Sherman's Subdivision Ordinance and the creation of a Development Process Guide, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 9th day of June, 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
RYAN D. PITTMAN,
CITY ATTORNEY

halff

May 19, 2023

Attn: Rob Rae, Director of Development Services

Re: Proposals for Development Process Quick Guide, Subdivision Ordinance

Dear Mr. Rae:

Based on our discussion on May 1st I have prepared the following proposal for planning services. The services will consist of three components which are presented here as an a la carte for your consideration. The first is an update to the Sherman subdivision regulations; the second and third are two versions of a development process manual – one a full document and the other a shortened "quick guide" version. Attachment "A" herein includes our scope of services with the corresponding fee summary.

If this proposal meets your approval, please reply back and we will set up a schedule of activity. Please feel free to contact us if you have any questions concerning this proposal.

Sincerely,



Jordan Maddox

Director of Planning

EXHIBIT A - SCOPE OF PROFESSIONAL SERVICES

I – Subdivision Regulations
This element will include the following tasks:

A. Initiation Call with staff to review scope, schedule, goals and deliverables.

B. In person Kickoff Day to meet with various staff that are involved in review, approval, inspection, maintenance of applications and assets constructed through the infrastructure requirements of the subdivision ordinance. Kickoff Day also to include one (1) stakeholder group of developers, builders, surveyors, and other local professionals who work in the field affected by these regulations.

C. Workshop with staff (in-person on Kickoff Day or follow-up virtual) to review issues and opportunities, priorities, and develop on outline for the final product. Determine which part of the ordinance needs to remain and which part needs to change.

D. Standing Monthly Virtual Meetings to review progress, answer questions

E. Provide initial assessment and question bank of ordinance. Includes full read of document and provide thoughts and comments in the document (sidebar comment tool) to frame the needed changes. Review with staff to provide answers, direction, etc. prior to actual edits.

F. Provide a red-lined version and clean version of a first draft for staff review. Prepare in Word. Additional comments and questions may be included, as needed.

G. Review first draft in virtual call with staff and make necessary revisions.

H. Prepare final draft to deliver to staff.

I. Prepare summary of ordinance revisions for P&Z and City Council, to be presented by staff.

II – Development Guide (long version est. 40-45 pages)
This element will include the following tasks:

A. Initiation Call with staff to review scope, schedule, goals and deliverables. Review 2-3 Go-Bys with staff to settle on a desired look, length and communication style of information.

B. Prepare a short survey for applicant stakeholders to understand needs, challenges, suggestions for this guide.

C. Request all information from staff regarding current processes, scheduling, review timeframes, approval authorities, fees, existing checklists, etc.

D. Review outline and style guide template with staff virtually (send ahead of time) to finalize the layout and order of information.

E. Prepare Development Guide first draft for staff review and walk-through on a virtual call.

F. Address staff comments and questions through revisions to first draft

G. Prepare final draft to deliver to staff.

III – Quick Guide (summary of Development Guide – est. 10-15 pages)
This element will be prepared in addition to the prior element. This element will include the following tasks:

A. Initiation Call with staff to review scope, schedule, goals and deliverables. Direction on look on feel, length and communication style of information. If Go-Bys can be found for this shortened version, review. If not, staff and Halff to determine needs and desires.

B. Request all information from staff regarding current processes, scheduling, review timeframes, approval authorities, fees, existing checklists, etc.

C. Review outline and style guide template with staff virtually (send ahead of time) to finalize the layout and order of information.

D. Prepare Quick Guide first draft for staff review and walk-through on a virtual call.

E. Address staff comments and questions through revisions to first draft

F. Prepare final draft to deliver to staff.

PROJECT ASSUMPTIONS

City of Sherman staff will supply existing information to help complete the tasks. The work will be done on a lump-sum basis not to exceed Eighty-Five Thousand AND 00/100 Dollars ($85,000.00).

PROJET TEAM RESPONSIBILITIES

City of Sherman staff agrees to provide all required information and render decisions expeditiously for the orderly progress of the services provided by Halff. City staff is to provide timely reviews at predetermined milestones, decisions and directions necessary to permit the project to progress according to an agreed-upon project schedule. Halff will provide thorough and understandable documents at the agreed upon timeframes and will be prepared accordingly. It is acknowledged that both the City and Halff have internal processes, procedures, and coordination that should be considered in the project schedule.

EXHIBIT B – PROJECT BUDGET SUMMARY

I – Basic services fee schedule & reimbursable expenses

For the basic services stated previously, a time and materials framework is agreed as the basis of contract. Not-to-exceed amounts will provide clarity but may be increased if agreed to by City of Sherman staff and Halff. Billing will occur on a monthly cycle, based on a percentage of work performed per task and completed during the previous time period.

Expenses will be performed under a direct cost amount to cover expenses for supplies, equipment, transportation and travel expenses and other incidentals necessary for these tasks.

BASIC SERVICE | TASK	FEES
I – Subdivision Regulation Update	$50,000
II – Development Guide	$30,000
III – Quick Guide (follow-up summary version)	$5,000
TOTAL FOR BASIC SERVICES	**$85,000**

II – Project Schedule

Project schedule to be defined in coordination with the Client and delivery goals to be established upon receipt of signed agreement. The following timelines are approximations and may adjust according to scheduling of site visit with the Client and timing of Notice to Proceed (NTP).

I – Subdivision Regulation Update	Target completion – December 10, 2023
II – Development Guide	Target completion – September 1, 2023
II – Quick Guide	Target completion – October 1, 2023

AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS
AND HALFF ASSOCIATES, INC.
FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into as of the 5th day of June, 2023, by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Halff Associates Inc., a Texas Corporation ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City desires to engage Consultant to provide professional services for the Sherman Subdivision Ordinance Update and Development Process Guide Project ("Project"); and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

ARTICLE 1
CONSULTANT'S SERVICES

1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.

1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto, and incorporated herein by reference for all purposes ("Scope of Services"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of written change orders, may be authorized from time to time by City ("Change Order(s)").

1.2.1 **Requirement of Written Change Order** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Order by the Sherman City Manager will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed, written Change Order shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Change Order.

1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN CHANGE ORDER ISSUED BY THE SHERMAN CITY MANAGER** – Project Managers, Superintendents and/or Inspectors of City are not authorized to issue verbal or written Change Orders.

1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Budget Summary, attached hereto as **Exhibit B,** and incorporated herein by reference for all purposes.

1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2
CITY'S RESPONSIBILITIES

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

2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.

2.2 **City Project Manager** – When necessary in City's sole discretion, City shall designate a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services. Consultant understands and agrees that the Project Manager and his or her authorized designee are not authorized to issue verbal or written Change Orders for "extra" work or "claims" invoiced as "extra" work.

ARTICLE 3
CONSULTANT'S COMPENSATION

3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a lump-sum basis in an amount not to exceed Eighty-Five Thousand AND 00/100 Dollars ($85,000.00); (b) for Special Services, on a lump-sum basis in an amount not to exceed Zero AND 00/100 DOLLARS ($0.00) (collectively, "Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Budget Summary as set forth in **Exhibit B**.

3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.

3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement. Consultant shall submit his findings in writing to City or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

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

3.1.4 **Substantial Compliance with Architectural Barriers Act** – Should the Project fall within the regulatory requirements of the Texas Architectural Barriers Act, Chapter 68 of the Texas Administrative Code, as it exists or may be amended ("Barriers Act"), as solely determined by City, Consultant shall comply with the Barriers Act. As part of the Scope of Services defined in this Agreement, it is the sole responsibility of Consultant to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve the design of the Project. Consultant shall consult with such authorities to obtain approval for the Project. As part of the Services provided under Consultant's Fee, Consultant shall obtain the Notice of Substantial Compliance for the Project from the Texas Department of Licensing and Regulation ("TDLR"). Consultant shall, without additional compensation, immediately correct any errors, omissions, or deficiencies in the design services and/or construction documents identified by TDLR and/or a Registered Accessibility Specialist ("RAS") at any phase of the Project, either by review of the Construction Documents or inspection of the Project at the commencement of construction, during the construction of the Project or at the completion of construction.

3.1.4.1 **Submission of Construction Documents to TDLR** – Consultant shall mail, ship, or hand-deliver the Construction Documents to TDLR not later than five (5) calendar days after Consultant issues the Construction Documents for the Project.

3.1.4.2 **Completion of Registration Form to TDLR** – Consultant shall complete an Elimination of Barriers Project Registration Form ("Form") for each subject building or facility within the Scope of the Project and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after Consultant completes the submittal of the Construction Documents to TDLR.

3.1.4.3 **TDLR Approval of Construction Documents** – After review of the Construction Documents by TDLR, Consultant shall be notified in writing of the results; however, it is Consultant's responsibility to obtain TDLR's written comments. Consultant shall address all comments that prevent TDLR approval of the Construction Documents, including comments relating to conditional approval that must be addressed in the design and construction of the Project. Consultant shall resubmit Construction Documents to TDLR for review prior to the completion of construction of the Project.

3.1.4.4 **TDLR Project Inspection** – Consultant shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the Project. Consultant shall advise City in writing of the results of each Project inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the Project.

3.1.4.5 **Corrective Modifications following TDLR Project Inspection** – When corrective modifications to achieve substantial compliance are required, the

TDLR inspector or the RAS shall provide Consultant a list of deficiencies and a deadline for completing the modifications. Consultant shall provide City with this list within five (5) calendar days of receipt. It is the sole responsibility of Consultant to completely address the deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR. When the corrective measures have been completed, Consultant shall provide the TDLR (and/or the RAS who completed the inspection) and City with written verification of the corrective measures completed.

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

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

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

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

Hourly Billable Rates by Position

Name	*Position*	*Hourly Rate*

3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.

3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.

3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter "D" of the TEX. GOV'T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.

3.8 **Adjusted Compensation** – If the Scope of the Project ("Scope of the Project") or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant's compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.

3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4
OWNERSHIP OF DOCUMENTS

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

4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS

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

5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each claim, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return

receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

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

ARTICLE 6
CONSULTANT'S ACCOUNTING RECORDS

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

ARTICLE 7
AUDITS AND RECORDS/PROHIBITED INTEREST/VENDOR DISCLOSURE

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

Consultant agrees that it is aware of the prohibited interest requirement of the City Charter and will abide by the same. Further, a lawful representative of Consultant shall execute the Prohibited Interest Affidavit, attached hereto as **Exhibit F,** and incorporated herein by reference for all purposes, no later than the Effective Date of this Agreement. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV'T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Conflict-of-Interest Questionnaire, Form CIQ, attached hereto as **Exhibit G** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

ARTICLE 8
TERMINATION OF AGREEMENT/REMEDIES

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

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

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

ARTICLE 9
DISPUTE RESOLUTION/MEDIATION

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

ARTICLE 10
INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONSULTANT" FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL

ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S

OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11
NOTICES

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

If to City, addressed to it at:

City of Sherman
Attention: Rob Rae, AICP
220 W. Mulberry Street
Sherman, Texas 75090

With a copy to:

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

If to Consultant, addressed to it at:

_____

ARTICLE 12
MISCELLANEOUS

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

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

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

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

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

12.1.5 **Exhibit E**, Insurance Requirements.

12.1.6 **Exhibit F**, Prohibited Interest Affidavit.

12.1.7 **Exhibit G**, Conflict of Interest Questionnaire, Form CIQ.

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

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

12.3 **Attorney's Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees, and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

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

12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

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

12.12 **Immunity** – The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.

12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.

12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

12.16 **No Third-Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.

12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees, and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.

12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.

12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's 2021-2022 fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2021-2022 fiscal year unless and until such funds are budgeted.

12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

12.24 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.

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

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

CITY:	**CONSULTANT:**
City of Sherman, Texas, a Texas home-rule municipality	_____ a _____
By:	By:
_____ Robby Hefton, City Manager	_____ Jordan Maddox, Director of Planning

APPROVED AS TO FORM:

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

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
PROJECT BUDGET SUMMARY

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EXHIBIT C
GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

1. Files shall be submitted in DWG/DXF format.

2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83.

3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.

4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.

5. The file shall contain required features for the project type as detailed below:

    a. Pre-Construction/As-Built Plans and/or Record Documents:

        i. Layers from Final Plat Requirements as Applicable to Project Type.
        ii. Water Utility Features.
        iii. Sanitary Sewer Features.
        iv. Storm Sewer Features.

6. Each required feature group should be provided as a separate layer within the file.

7. Layer names should be representative of the information contained in the layer.

8. Line work should be continuous (e.g. no dashed lines in required layers) and complete (connecting lines should meet at corners) within the subdivision/project. Layers outside of project/subdivision boundary may be dashed in CAD data as required for Final Plats by Sherman Subdivision Ordinance Section 5.02.

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

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

II. GUIDELINES FOR DIRECT EXPENSES.

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

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

B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.

C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date,

time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.

G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.

H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.

I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

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

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.

B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT E
INSURANCE REQUIREMENTS

I. GENERAL INSURANCE REQUIREMENTS –

1. All policies shall name the City of Sherman, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.

2. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail.

3. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

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

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

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

	Coverage Required	Limits
_X_ 1.	Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
_X_ 2.	General Liability	▪ Minimum $1,000,000.00 each occurrence. ▪ Minimum $2,000,000.00 in the aggregate.
___ 3.	XCU Coverage	▪ Minimum $1,000,000.00 each occurrence. ▪ Minimum $2,000,000.00 in the aggregate.

EXHIBIT E
INSURANCE REQUIREMENTS

_X_	4.	Professional Liability	▪ Minimum $ 1,000,000.00 each claim. ▪ Minimum $ 2,000,000.00 in the aggregate.
___	5.	Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.

_X_ 6. City and its officers, agents, representatives, and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

_X_ 7. General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title and bid number.

___ 11. Other Insurance Requirements (State Below):

EXHIBIT F
PROHIBITED INTEREST AFFIDAVIT

THE STATE OF TEXAS §
§
THE COUNTY OF _____ §

I, _____, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000.00) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000.00).

_____ A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.

_____ Other: _____.

__X__ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the TEX. GOV'T CODE, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, 2022.

_____
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared _____and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 2022.

_____
Notary Public in and for the State of Texas

EXHIBIT G
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Called Meeting **E. 8.**

Meeting Date: 06/09/2023

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7087***

Authorizing the Execution of a Professional Services Agreement with Huitt-Zollars, Inc. for the Design of Trail Lighting and Restrooms at Pecan Grove East Park.

Issue:

To consider a contract for professional services with Huitt-Zollars, Inc. for the design of Trail Lighting and Restroom at Pecan Grove East Park.

Background:

As part of the 2017 Parks, Recreation, and Open Space Master Plan, it was recommended to add trail lighting and a restroom at Pecan Grove East Park.

Origination:

Parks and Recreation Department

Financial Consideration:

The total funding needed for this contract is $78,153.

Staff Recommendation:

It is recommended that the contract for professional design services with Huitt-Zollars, Inc. for Trail Lighting and Restroom be approved.

Alternatives:

As may be directed by the City Council.

Attachments

Resolution No. 7087

Professional Services Agreement

RESOLUTION NO. 7087

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HUITT-ZOLLARS, INC. FOR THE DESIGN OF TRAIL LIGHTING AND RESTROOMS AT PECAN GROVE EAST PARK; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Huitt-Zollars, Inc. for design of trail lighting and restrooms at Pecan Grove East Park, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 9th day of June 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____

LINDA ASHBY, CITY CLERK **DAVID PLYLER, MAYOR**

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

BY: _____

RYAN D. PITTMANN, CITY ATTORNEY

AGREEMENT

BETWEEN

THE CITY OF SHERMAN, TEXAS AND

HUITT-ZOLLARS, INC.

FOR

PROFESSIONAL SERVICES

Made as of the ___ day of _____, 2023:

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

and Consultant: **Huitt-Zollars, Inc.**
5430 LBJ Freeway #1500
Dallas, Texas 75240-2675
Telephone: (214) 871-3311

for the following Project: **Pecan Grove East Park Restroom and Trail Lighting**

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

WHEREAS, City desires to engage Consultant to provide professional services for the Pecan Grove East Park Restroom and Trail Lighting Project ("Project"); and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

ARTICLE 1
CONSULTANT'S SERVICES

1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform

the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.

1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes ("Scope of Services"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of a written amendment to this Agreement, may be authorized from time to time by City ("Amendment").

1.2.1 **Requirement of Written Amendment** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Amendment by the Sherman Director of Engineering or designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Amendment requiring additional funding of $50,000 or more of the original contract amount shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Amendment.

1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN AMENDMENT ISSUED BY THE CITY**.

1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion.

1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2
CITY'S RESPONSIBILITIES

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

Consultant:

2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.

2.2 **City Project Manager** – When necessary in City's sole discretion, City shall designate a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services.

ARTICLE 3
CONSULTANT'S COMPENSATION

3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services in an amount not to exceed **Sixty-Three Thousand Five Hundred Fifty Three Dollars ($63,553.00)** and (b) for Special Services in an amount not to exceed **Fourteen Thousand Six Hundred Dollars ($14,600.00)**, with the Grand Total of Basic Services and Special Services in an amount not to exceed **Seventy-Eight Thousand One Hundred Fifty-Three Dollars ($78,153.00)** (collectively, "Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Budget Summary as set forth in **Exhibit B**.

3.3.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.

3.3.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement. Consultant shall submit his findings in writing to City, or submit a written

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

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

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

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

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

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

Hourly Billable Rates by Position

Position	Hourly Rate
Principal	$310.00
Sr. Project Manager	$285.00
Sr. Civil Engineer	$250.00
Sr. Electrical Engineer	$250.00
Civil Engineer	$180.00
Electrical Engineer	$180.00
EIT	$150.00
Sr. Landscape Architect	$195.00
Landscape Architect	$155.00
Landscape Architect Intern	$115.00
Sr. Designer	$175.00
Survey Manager	$240.00
Sr. Survey Technician	$130.00
Survey 2-Person Crew	$180.00
Sr. Admin	$115.00

3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered,

Consultant shall include appropriate background materials to support the submitted charges on said invoice. Upon request, such background material may include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.

3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.

3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter "D" of the TEX. GOV'T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.

3.8 **Adjusted Compensation** – If the Scope of the Project ("Scope of the Project") or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant's compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly

executed by both parties before the Services are performed.

3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed

3.10 **Fixed Budget Limit for Construction Cost** – If a fixed budget limit for the Construction Cost has been established, the Consultant shall be permitted to make reasonable adjustments in the scope of the Project and to include alternate bid items in the Bid Proposal to adjust the Construction Cost to the fixed limit. However, this paragraph shall not operate to increase the fixed budget limit of the Construction Cost established in this Agreement. All adjustments in the Scope of the Project shall be approved by the City and documented in writing. Should the lowest bona fide bid for construction of the Project be in excess of 130% of $650,000.00 the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or re-negotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4), require that the Consultant adjust the Project scope or quality, or both, as necessary to reduce the Construction Cost to within the budgetary constraints. In the case of (4) the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitation on Construction Cost. These revisions and modifications may include splitting the Project into multiple Construction Phases that will fall within budget constraints. The Consultant shall provide the services defined in Exhibit A, as required, for each of the new phases created by splitting the Project. Notwithstanding any other term of this Agreement, if Consultant has any duty to design the Project within a Construction Budget, its duty shall be limited to responsibilities that are reasonably within its direct control, thereby excluding matters that are beyond the control of Consultant including, but not limited to, unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions in cost estimates prepared by others. Therefore, any such redesign effort required of Consultant necessary to maintain the project within the Construction Budget that is not due specifically to the negligent act error, omission, or willful misconduct on the part of Consultant, the Consultant shall be entitled to compensation for all other services performed in accordance with this Agreement.

ARTICLE 4
OWNERSHIP OF DOCUMENTS

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

4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS

5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Contractor Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each occurrence, and Two

Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each claim, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

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

material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6
CONSULTANT'S ACCOUNTING RECORDS

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

ARTICLE 7
AUDITS AND RECORDS/VENDOR DISCLOSURE

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

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV'T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit F** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

ARTICLE 8
TERMINATION OF AGREEMENT/REMEDIES

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

terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

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

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

ARTICLE 9
DISPUTE RESOLUTION/MEDIATION

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

ARTICLE 10
INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONSULTANT" FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE

NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE

DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF

CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11
NOTICES

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

If to City, addressed to:
Theresa Hutchinson
Parks and Recreation Manager

City of Sherman
220 W Mulberry St.
Sherman, TX 75091
Telephone: (903) 892-7219
Email: TheresaH@cityofsherman.com

With a copy to:

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

If to Consultant, addressed to:

Chris Scott
Vice President
Huitt-Zollars, Inc.
5430 LBJ Freeway #1500
Dallas, Texas 75240-2675
Telephone: (214) 871-3311
Email: cscott@huitt-zollars.com

ARTICLE 12
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

12.3 **Attorney's Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives and administrators are hereby bound to the terms and conditions of this Agreement.

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

12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there

are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

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

12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have waived, any immunity, governmental, sovereign and/or official, or defense that is available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth in this Agreement

12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.

12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.

12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

12.16 **No Third-Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.

12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.

12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.

12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's current fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's current fiscal year unless and until such funds are budgeted.

12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott Israel and will not boycott Israel during the term

of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

12.24 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.

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

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

CITY:	**CONSULTANT:**
City of Sherman, Texas, a Texas home-rule municipality	**Huitt-Zollars, Inc.** a Texas corporation
By: _____ Robby Hefton, City Manager	By: _____ Chris Scott Vice President

APPROVED AS TO FORM:

_____

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

STATE OF TEXAS §
§
COUNTY OF_____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF _____ _____2023.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: _____

PROJECT DESCRIPTION

This proposal is for the professional Landscape Architectural, Civil Engineering, Surveying, and Geotechnical consulting services by Huitt-Zollars, Inc. (Consultant) for the City of Sherman (the CITY) for the Pecan Grove East Park improvements. The project consists of design, construction plans, specifications, and estimates for construction of a prefabricated park restroom facility and walking trail loop lighting improvements. The City of Sherman construction budget is $650,000.

BASIS FOR SCOPE OF WORK

The Scope of Work is based on information received from City of Sherman in a Teams Meeting that occurred on Monday March 27, 2023. It is our understanding that the Project Description specifies a new prefabricated park restroom facility, restroom underground utilities from the new restroom to existing utilities located on or near existing Heritage Parkway, new sidewalk additions to the new restroom facility, existing walking trail loop pedestrian lighting with concrete piers, new underground electrical for the trail loop lighting, and new electrical power from existing overhead on Heritage Parkway.

The design and plan preparation will be done in accordance with City of Sherman plans, specifications and requirements including plans and supporting documentation for 30% Schematic Design, 60% Design, 95% Design, and 100% Design submittals.

SCOPE OF SERVICES

The consultant's scope of work shall consist of designing a new prefabricated restroom facility and walking trail loop pedestrian lighting and associated improvements along the route as described in the Project Description above.

This proposal is based on the man-hour labor and material cost with a construction budget of $650,000 (Six Hundred Fifty Thousand and 00/100 Dollars) to include the following:

- Prefabricated restroom facility
- Pedestrian oriented lighting at existing walking trail loop
- Associated site improvements required

Phases of work shall consist of Topographic Survey, Schematic Design, Plans, Specifications, Estimates, Bidding, Construction Phase, Geotechnical Exploration, Report and Recommendations, coordination with FEMA as required.

PROFESSIONAL SERVICES

A. Meetings & Meeting Exhibits

All meetings will be coordinated and attended by Consultant.

B. Schematic Design plans (30%)

1. Prepare 30% design. Plans shall be prepared on 24" x 36" plan sheets at a scale of 1" = 40' maximum and include the following:

    a. Cover Sheet with Sheet Index, Location Map, City Council Listings and Signatures
    b. Quantity Summary Sheet.
    c. General Notes
    d. Erosion Control Plan
    e. Erosion Control Detail and Notes
    f. Site Plan Sheets
    g. Dimensional Control Sheet
    h. Grading Plan Sheets.
    i. Utility Plan and Profile Sheets
    j. Electrical Sheets
    k. Architectural Plans and Details
    l. Construction Detail Sheets.
    m. Re-sodding Sheet

2. All drawings and supporting paperwork shall go through an internal quality review process prior to submittal to the CITY.

3. Submit three sets of prints of the 30% design to the CITY for review and distribution.

4. Consultant shall attend one (1) meeting with the CITY representatives to review Schematic Design Plans (30%).

5. Consultant shall prepare a Preliminary 30% Cost Opinion.

A. Preliminary Construction Design Plans (60%)

1. Make necessary revisions to the 30% plans based on review comments.

2. Prepare additional plan sheets to complete the 60% design set. The 60% plan set will be developed and include the following:

    a. Cover Sheet.
    b. Quantity Summary Sheet.
    c. General Notes
    d. Erosion Control Plan.
    e. Erosion Control Details and Notes.
    f. Demolition/Removal Plans.
    g. Dimensional Control Sheets.
    h. Grading Plan Sheets.

i. Utility Plan and Profile Sheets
j. Electrical Sheets
k. Architectural Plans and Details.
l. Construction Detail Sheets.
m. Re-sodding Plan.

3. All drawings and supporting paperwork shall go through an internal quality review process prior to submittal to CITY.

4. Prepare a preliminary opinion of probable construction costs based on the 60% design.

5. Compile Preliminary NCTCOG General Notes and Specification Data.

6. Submit three sets of prints of the 60% design to the CITY for review and distribution.

B. Construction Design Plans (95%)

1. Make necessary revisions to the 60% plans based on review comments. Prepare additional plan sheets to complete the 95% design set. The 95% set shall include the following:
    a. Cover Sheet.
    b. Quantity Summary Sheet.
    c. General Notes
    d. Erosion Control Plan.
    e. Erosion Control Details and Notes.
    f. Demolition/Removal Plans.
    g. Dimensional Control Sheets.
    h. Grading Plan Sheets.
    i. Utility Plan and Profile Sheets
    j. Electrical Sheets
    k. Architectural Plans and Details.
    l. Construction Detail Sheets.
    m. Re-sodding Plan.

2. Prepare Proposal Book/Bid Book.

3. All drawings, the Proposal Book, and supporting paperwork shall go through an internal quality review process prior to submittal to the CITY.

4. Update the preliminary opinion of probable construction costs based on the 95% design, including updated TxDOT unit prices.

5. Prepare any new Special Specifications or Special Provisions.

6. Submit three sets of prints of the 95% design to the CITY for review and distribution.

7. Submit application, plans, and applicable fee to the Texas Department of Licensing and Regulation (TDLR) for review and approval.

C. Final PS&E (100%)

1. Make necessary revisions to the 95% plans based on review comments. The 100% set shall include the following:

    a. Cover Sheet.
    b. Quantity Summary Sheet.
    c. General Notes
    d. Erosion Control Plan.
    e. Erosion Control Details and Notes.
    f. Demolition/Removal Plans.
    g. Dimensional Control Sheets.
    h. Grading Plan Sheets.
    i. Utility Plan and Profile Sheets
    j. Electrical Sheets
    k. Architectural Plans and Details.
    l. Construction Detail Sheets.
    m. Re-sodding Plan.

2. All drawings, the Proposal Book, and supporting paperwork shall go through an internal quality review process prior to submittal to the CITY.

3. Update the preliminary opinion of probable construction costs based on review comments.

4. Update the Proposal Book/Bid Book based on review comments.

5. Update the time determination summary based on review comments.

6. Submit one set of original drawings, five sets of prints, and one copy of the electronic files of the 100% Design to the CITY for their use and distribution.

7. Consultant shall submit a full-sized set of Construction Documents to the Texas Department of Licensing and Regulation (TDLR) or an independent contract provider for Texas accessibility Standards for review and inspection.

D. Bidding

Based on approved Construction Documents, consultant shall support the CITY in providing bid phase services to include the following:

1. Assist CITY in preparation of addenda items, including clarifications or corrections to the bid documents.
2. Answer questions during the bidding process.
3. Review bids, as requested by the CITY

E. Construction Phase

1. Attend a Pre-Construction Meeting conducted by the CITY.
2. Review material, shop drawing and Change Order request that do not require plan revisions unless corrections to plans are needed. Prepare responses and comments on each submittal and transmit copies to CITY staff.
3. Respond to 'Request for Information' sent by the Contractor to the CITY.
4. Five (5) construction site visits and consultation.
5. The construction phase services will be provided by Huitt-Zollars staff.

SPECIAL SERVICES

A. Topographic and Boundary Survey

1. Control surveying will establish horizontal and vertical control tied to the Texas State Plane Coordinate System, North Central Texas Zone 4202, and will be located relative to adjoining projects that impact this design. Horizontal control will be established by a combination of GPS and conventional surveying methods. Vertical control will be established by closed differential level loop tied to the nearest City of Sherman Benchmark.

2. Topographic surveying will obtain horizontal and vertical topographic information to be included on the survey base map and used for the preliminary design. Side street surveying for drainage and utility design will extend 50 feet beyond the existing right-of-way. Trees that are impacted by the design (trunk location) that are 4 inches in diameter or larger (measured 4 feet above the ground) will be located. Visible surface utilities will be located including valve box lids, fire hydrants, water meter lids, manhole lids, cleanout lids, inlets, vault lids, telephone pedestals, pad mounted transformers, and power poles. Measure downs on accessible valve boxes, manholes, vaults and inlets will be provided. Boreholes drilled by the geotechnical consultant will also be located. Measure downs will only be obtained for water, wastewater and storm facilities where accessible and obtainable. Excluded: measure downs to electric, gas, telephone, cable and other telecommunication manholes.

3. A base map will be prepared from the topographic survey information obtained. The base map will include contours at one foot intervals and critical spot elevations. Pipe sizes and flow-line measurements will be shown where applicable and obtainable. The base map layers and symbols will comply with City of Sherman County standards.

Deliverables - CADD file of completed Survey.

B. Geotechnical Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The field exploration program will consist of the following:

Number of Borings, Planned Boring Depth (feet), Planned Location:

- 1 10' into rock (25' maximum) Restroom Facilities
- 1 10' into rock (20' maximum) Trail Lighting

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations are interpreted from topographic maps provided by the North Central Texas Council of Governments (NCTCOG), google maps, or site-specific topographic maps.

Subsurface Exploration Procedures: The borings will be sampled using split spoon samplers and push tube samplers. Sampling intervals will be as necessary to collect the required data for design, but in no case greater than 5 feet on center. The load carrying capacity of bedrock will be evaluated in the field using the Texas Department of Transportation's (TxDOT) Cone Penetration Test.

The field exploration will also include observations for groundwater while drilling and at the completion of drilling. No provisions have been made to collect water level data other than the observations made during the advancement of the borings. Field logs will be prepared during drilling. Final boring logs, prepared from field logs, will represent the geotechnical engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: We will backfill borings with auger cuttings upon completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Safety

Terracon is currently not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope

considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our scope of services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Terracon will request a utility location service through TEXAS811. Private utilities should be
marked by the owner/client prior to commencement of field exploration. Terracon will not be
responsible for damage to private utilities that are not made aware to us.

Terracon can assist by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are presented in Exhibit C. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

Laboratory Testing
The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and rock strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content
- Atterberg limits
- Unconfined compressive strength
- Absorption swells

Engineering and Project Delivery
Your project will be delivered using our GeoReport® system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a
collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and exploration plan will be posted
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When used, our collaboration portal documents communication, eliminating the need for long
email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report. A copy of the final report will also be sent to you directly by email. Previous submittals, collaboration and the report are maintained in our system for about one year. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil (and rock) classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended engineering design parameters for drilled shaft foundation systems.
- Parameters will include end bearing pressures, expected settlement, skin friction design
- values, soil swell uplift, and LPILE parameters.
- The presence of high shrink/swell clays will be discussed and will include recommended
- measures to reduce slab movements due to these characteristics.
- Recommendations for design and construction of interior floor slabs to limit potential
- movements to about one inch
- Subgrade preparation/earthwork recommendations

Additional Services
In addition to the services noted above, the following are often associated with geotechnical
engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

C. Administrative Cost.

Sub-consultant invoices will be billed at Cost Plus 15% for administration of the sub-consultant's contracts.

EXCLUSIONS

The intent of the scope is to include only the services specifically listed above and no others. Services specifically excluded from this Scope of Work include, but are not necessarily limited to the following:

- *Title searches.*
- *Fees for permitting and advertising.*
- *Traffic counts, reports and studies.*
- *Floodplain reclamation plans.*
- *Drainage Design – Bridge Culvert, Drainage from Adjacent Property Floodplain, Drainage Plan/Profiles, Hydraulic & Hydrologic Modeling and/or Studies, and Special Details.*
- *Flood plain modeling*
- *FEMA permitting*
- *Meeting Minutes*
- *Community Engagement*
- *Landscaping Design.*
- *Irrigation Design.*
- *Design for trench safety.*
- *Structural designs not included in this Scope of Work.*

- *Designing for LEED certification.*
- *Right-of-way, easement, deed, plat, and CITY ship research outside of the DART right-of-way.*
- *Preparation of right-of-way and easement surveys and legal descriptions.*
- *Preparation of opinion of probable construction costs prior to the Pre-Design Charette.*
- *Design Waiver/Design Exception Requests.*
- *Revisions and/or Design Changes as discussed in this Scope of Work.*
- *Record Drawings.*
- *Environmental Services*

EXHIBIT B
PROJECT BUDGET SUMMARY

I. Basic Services

A. Preliminary Design Plans (30%) **(Expected Completion:)**	**$6,653.00**
B. Intermediate Design Plans (60%) **(Expected Completion:)**	**$21,596.00**
C. Final Design/Construction Plans (90%, 100%) **(Expected Completion:)**	**$20,749.00**
D. Bid Phase Services **(Expected Completion:)**	**$2,850.00**
E. Construction Phase Services	**$11,705.00**
Total Basic Services (Lump Sum)	***$63,553.00***

II. Special Services

Descriptive instruments for X parcels at $X each:	$0.00
Design Surveying	$6,000.00
Stake Centerline for Utility Coordination	$0.00
Project Bidding	$0.00
Level “A” Subsurface Utility Engineering Identification for X utilities at $X each:	$0.00
Level “B” Subsurface Utility Engineering Identifications for X linear feet at $X/LF:	$0.00
Geotechnical Investigation & Report:	$8,600.00
Total Authorized Special Services	***$14,600.00***
Project Budget, Grand Total (Not-To-Exceed)	***$78,153.00***

1. Files shall done in DWG/DXF format.

2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83 Grid.

3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.

4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.

5. The file shall contain required features for the project type as detailed below:

    a. Pre-Construction/As-Built Plans and/or Record Documents:
        i. Layers from Final Plat Requirements as Applicable to Project Type.
        ii. Water Utility Features.
        iii. Sanitary Sewer Features.
        iv. Storm Sewer Features.

6. Each required feature group should be provided as a separate layer within the file.

7. Layer names should be representative of the information contained in the layer.

8. Line work should be done per accepted industry norms.

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

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

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

II. GUIDELINES FOR DIRECT EXPENSES.

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

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

B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.

C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as

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

E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.

G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.

H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.

I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

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

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.

B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

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

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

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

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

_X_	4.	Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate
_X_	5.	Umbrella Coverage of Excess Liability Coverage	▪ An amount of $2,000,000.00 ▪ Minimum $2,000,000.00 in the aggregate

_X_ 6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

_X_ 7. General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title and bid number.

___ 11. Other Insurance Requirements (State Below):

EXHIBIT F
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Called Meeting **E. 9.**

Meeting Date: 06/09/2023

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7088***

Authorizing the Execution of a Contract with Hunter Knepshield of Texas, Inc. for the Purchase and Installation of a Shelter at the Westhill Cemetery through the Buyboard Purchasing Cooperative

Issue:

To consider approval of the purchase and installation of a shelter at the Westhill Cemetery from Hunter Knepshield of Texas, Inc. through the Buyboard Purchasing Cooperative.

Background:

City staff is requesting to purchase a shelter for the Westhill Cemetery. This shelter will provide a covered space where funeral services can be conducted.

Purchasing through the Buyboard purchasing cooperative satisfies bidding requirements under Texas Local Government Code Chapter 271.

Origination:

Cemetery Services

Financial Consideration:

The cost of the shelter and installation is $58,997.49. Funding was approved in the fiscal year 2022-2023 Capital Improvement Program.

Staff Recommendation:

It is recommended that staff be authorized for the purchase and installation of the shelter from Hunter Knepshield of Texas, Inc. through the Buyboard purchasing cooperative.

Alternatives:

As may be directed by the City Council.

Attachments

Resolution No. 7088

Agreement

Exhibit A
Exhibit B
Exhibit C
Exhibit D
HK Quote

RESOLUTION NO. 7088

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH HUNTER KNEPSHIELD OF TEXAS, INC. FOR THE PURCHASE AND INSTALLATION OF A SHELTER AT THE WESTHILL CEMETERY THROUGH THE BUYBOARD PURCHASING COOPERATIVE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to execute a contract with Hunter Knepshield of Texas, Inc., of Van Alstyne, Texas, through the Buyboard purchasing cooperative for the purchase and installation of a shelter at the Westhill Cemetery for a total purchase price of Fifty Eight Thousand Nine Hundred Ninety Seven dollars and Forty Nine cents($58,997.49). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2022-2023 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 9th day of June 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

CONSTRUCTION AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS AND HUNTER KNEPSHIELD OF TEXAS, INC.

The **City of SHERMAN, Texas**, a home-rule municipality ("SHERMAN"), and Hunter Knepshield of Texas, Inc. a Texas Corporation ("Contractor"), enter into this Construction Agreement ("Agreement") for the purchase and installation of a shelter at the Westhill Cemetery. SHERMAN and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, SHERMAN desires to engage Contractor to provide services in connection with the purchase and installation of a shelter at Westhill Cemetery under the terms and conditions of this Agreement ("Project");

WHEREAS, Sherman issued a Request for Quote (RFQ) through the Buyboard Cooperative Purchasing Program; and

WHEREAS, Contractor timely submitted a response to the RFQ, attached hereto as Exhibit A and incorporated herein for all purposes ("Quote"), seeking to provide such services for City; and

WHEREAS, based on Contractor's representations in response to the RFQ, including those representations set forth in the Quote, City has selected Contractor to provide the services sought in the RFQ under the terms and conditions of this Agreement ("Project").

WHEREAS, Contractor has agreed to provide the services for the Project.

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

1. Scope of Services.
   Contractor shall provide the services and deliverables that are set forth and described in the Agreement Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services"). The parties understand and agree that deviations or modifications to the scope of Services described in the Agreement Documents, in the form of one or more written change orders, may be authorized from time to time by SHERMAN ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the SHERMAN City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the SHERMAN City Council's authorization for the SHERMAN City Manager to execute said Change Order. Contractor agrees that SHERMAN's project managers, superintendents and/or inspectors are not authorized to issue verbal or written Change Orders.

2. Term.

Contractor shall mobilize on-site and commence performance of the Project (the "Mobilization Date") within Ninety (90) calendar days of the Effective Date of this Agreement (hereinafter defined) and shall complete the Services within Sixty (60) calendar days of the Mobilization Date. All obligations relating to time set forth herein are material and are of the essence of this Agreement. This Agreement shall remain in full force and effect until completion of the Project to SHERMAN's satisfaction. The obligations listed hereunder shall be fulfilled upon the completion of the Project to SHERMAN's satisfaction.

3. Compensation.

In exchange for the Services as described in the Agreement Documents, SHERMAN agrees to pay the Contractor in an amount not to exceed Fifty-Eight Thousand Nine Hundred Ninety-Seven and 49/100 dollars ($58,997.49) for the completion of the Project contemplated by and in accordance with the Agreement Documents as follows:

On a monthly basis, Contractor shall submit a written invoice to SHERMAN for all Services completed in the immediately preceding month. The applicable portion of Contractor's Fee as reflected in each such invoice shall be due and payable by SHERMAN within thirty (30) days after SHERMAN finally accepts the Services described in each such invoice in accordance with the Agreement Documents and SHERMAN's ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising, except that SHERMAN is entitled to retain an amount equal to five percent (5%) of the Contractor's Fee, which shall be due and payable within thirty (30) days after Contractor completes the Project and SHERMAN finally accepts the same. Notwithstanding anything to the contrary herein, SHERMAN shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

Contractor and SHERMAN acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of SHERMAN, which fiscal year ends on September 30th of each year, shall be subject to SHERMAN City Council approval. In the event that the SHERMAN City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that SHERMAN shall be obligated to pay monies owed Contractor for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.

The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

a. This Agreement;

c. The Quote, attached hereto as Exhibit A;

d. SHERMAN's Insurance Requirements, attached hereto as Exhibit B;

d. City of SHERMAN's Standard Construction Details (which is on file in with the City Engineering Department);

e. The Standard Specifications for Public Works Construction (North Central Texas Third Edition 1998) as amended and supplemented by the City of SHERMAN's Special Provisions to said Standard Specification, as amended (which is on file in the City Engineering Department);

f. Affidavit of No Prohibited Interested, attached hereto as Exhibit C;

g. Conflict of Interest Questionnaire, attached hereto as Exhibit D;

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, or Exhibit D are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit B, Exhibit C, Exhibit D, and Exhibit A shall prevail in that order.

5. Liquidated Damages.
Contractor acknowledges and agrees that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, SHERMAN will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the parties agree that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, then Contractor shall pay SHERMAN the sum of one thousand and 00/100 dollars ($1,000.00) for each calendar day in which the Services are not completed, not as a penalty but as liquidated damages for the damages that would be suffered by SHERMAN as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Services as required herein.

6. Payment Bonds.
Prior to commencing work under this Agreement, Contractor shall furnish to SHERMAN a payment bond, which shall be in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure SHERMAN is indemnified against any claims for nonpayment of any part of the construction or work performed in connection with the Project.

The bonds required by SHERMAN pursuant to this Section 5 must be: (i) good and sufficient bonds; (ii) in the amounts prescribed herein; and (iii) with a reputable and solvent corporate surety in favor of SHERMAN.

7. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

8. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in SHERMAN's Insurance Requirements, attached hereto as Exhibit B and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to SHERMAN. Contractor also shall comply with all other requirements set forth in Exhibit B.

9. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the SHERMAN City Charter. Contractor shall execute and deliver to SHERMAN the Affidavit of No Prohibited Interest, attached hereto as Exhibit C and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to SHERMAN the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

10. Indemnity.

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SHERMAN AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "SHERMAN" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS

"CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF SHERMAN (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST SHERMAN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

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

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

11. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to

Contractor's equipment and other property. SHERMAN assumes no such responsibility or liability. SHERMAN shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

12. Compliance with Laws; Standard of Care.
Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify SHERMAN in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

13. Termination.
SHERMAN is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

SHERMAN is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then SHERMAN shall have the right to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by SHERMAN shall not be deemed a waiver of any other right or remedy of SHERMAN.

If after exercising any remedy provided herein, the cost to SHERMAN of the performance of the balance of the work on the Project is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse SHERMAN for such excess, without waiver of any other right or remedy of SHERMAN.

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

14. Authority to Execute.

Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

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

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

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

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

19. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between SHERMAN and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

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

Texas.

21. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

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

23. Headings.
The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

24. Indemnity.
The parties agree that the indemnity provision set forth in Section 10 herein is conspicuous and the parties have read and understood the same.

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

If to Contractor, to: _____
_____
_____
_____
Telephone: _____
Email: _____

If to SHERMAN, to: City of SHERMAN
Attn: Robby Hefton, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: robbyh@cityofsherman.com

With a copy to:

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

26. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

27. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of SHERMAN; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between SHERMAN and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between SHERMAN and Contractor.

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

29. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

30. Reference to SHERMAN.
When referring to "SHERMAN" herein, this Agreement shall refer to and be binding upon SHERMAN, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom SHERMAN is legally responsible.

31. Certifications Required by Texas Law.
In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent

applicable), Contractor hereby certifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms in this Section have the meanings ascribed to them in the referenced statutes if defined therein.

32. Debarment/Suspension.
SHERMAN is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. SHERMAN, Contractor and Contractor's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Contractor shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

33. Restrictions on Lobbying.
SHERMAN and Contractor are prohibited from using funds awarded under the Agreement for lobbying purposes. Contractor shall include a statement of compliance with this provision in applicable procurement solicitations and third-party agreements for work on the Project.

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

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

[*Signature page follows*.]

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

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager

Date: _____

ATTEST:

_____
Linda Ashby, City Clerk

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Hullett, PC
Ryan D. Pittman, City Attorneys

Hunter Knepshield of Texas, Inc.
a Texas Corporation

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

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; that he acknowledged to me he is the _____ and duly authorized representative for Hunter Knepshield of Texas, Inc. and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

_____
Notary Public in and for the State of _____
My Commission Expires: _____

Hunter Knepshield of Texas, Inc.

Quotation

www.hkparkandplay.com
P.O. Box 759 Van Alstyne, TX 75495
1.800.451.4138 * 972.867.5739 * Fax: 972.867.7250

DATE May 10, 2023
Quotation # 23-0840B

Bill To:
City of Sherman

Ship To:

Sherman TX 75090

Quotation valid until: May 30, 2023
Prepared by: Shanna Hartsfield

Comments or special instructions:

Quanity	Catalog #	Description	Unit	Extended
1	Shelter	Superior 24' x 34' All Steel Hip End Shelter, 4:12 Roof Pitch,	$ 38,210.00	38,210.00
		7'-6" Eave Height, 6 Standard Column Design, Standard 6"		-
		Sub Surface Mount With External Anchors, Pre Fabricated		-
		Ready To Assemble Framework, Polyester TGIC 6 Mil Thick		-
		Powder Coated Framework, 24 Gauge 36" Wide x 1-1/4" Deep		-
		R Panel 50 KSI Multi Rib Kynar 500 Coated Pre Cut Metal Roofing		-
1	Anchor	Anchor Hardware and Templates, Includes Steel Plate Template	828.12	828.12
		and Hardware for Cast In Place Anchoring System		-
1	Drawings	Engineer Sealed Drawings	1,250.00	1,250.00
1	Installation	Installation of Superior Shelter	13,100.00	13,100.00
				-
				-
				-
				-
				-
				-
				-
				-

****Grading of Area, Concrete Curb and Drainage by Others****

Sub TOTAL	$ 53,388.12
Freight	$ 5,609.37
Tax	
TOTAL	$ 58,997.49

If installation is required, the following will prevail. The customer is responsible for the offloading of equipment. The above quotation is based upon site access for heavy equipment and normal soil conditions of 2000 PSF. If during excavation of foundations necessary per manufacture specifications, condition exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock vegetation and/or any unforeseen hazards. There will be additional charges incurred to clear the area and/or the abutment hole so that installation can be completed. No soil tests, licenses or permits included.

***NOTE: IF APPLICABLE SALES TAX IS NOT INCLUDED.

Copy of tax exempt certificate must accompany all exempt orders. Customer is responsible for paying applicable sales tax direct to their state, or submits copy of tax exempt certificate with order.

***TERMS: NET 30 DAYS (UPON APPROVED CREDIT).

Service charge of 2% per month added to all costs, including attorney fees.

Quote is valid for 30 days.
THANK YOU FOR YOUR BUSINESS!

Authorized Signature Shanna Hartsfield **Date:** 5/10/23

Authorized Signature of Purchaser _____ **Date:** _____

Exhibit B
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

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

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

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

Coverage Required		Limits
_X_	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
_X_	2. General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	3. XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	4. Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate.
___	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.
_X_	6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.	
_X_	7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title.

___ 11. Other Insurance Requirements (State Below):

Exhibit C

Affidavit of No Prohibited Interest

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

_____ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ___ day of _____, 202_.

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 202_.

_____
Notary Public in and for the State of _____
My commission expires: _____

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Hunter Knepshield of Texas, Inc.

Quotation

www.hkparkandplay.com
P.O. Box 759 Van Alstyne, TX 75495
1.800.451.4138 * 972.867.5739 * Fax: 972.867.7250

DATE May 10, 2023
Quotation # 23-0840B

Bill To:
City of Sherman

Ship To:

Sherman TX 75090

Quotation valid until: May 30, 2023
Prepared by: Shanna Hartsfield

Comments or special instructions:

Quanity	Catalog #	Description	Unit	Extended
1	Shelter	Superior 24' x 34' All Steel Hip End Shelter, 4:12 Roof Pitch,	$ 38,210.00	38,210.00
		7'-6" Eave Height, 6 Standard Column Design, Standard 6"		-
		Sub Surface Mount With External Anchors, Pre Fabricated		-
		Ready To Assemble Framework, Polyester TGIC 6 Mil Thick		-
		Powder Coated Framework, 24 Gauge 36" Wide x 1-1/4" Deep		-
		R Panel 50 KSI Multi Rib Kynar 500 Coated Pre Cut Metal Roofing		-
1	Anchor	Anchor Hardware and Templates, Includes Steel Plate Template	828.12	828.12
		and Hardware for Cast In Place Anchoring System		-
1	Drawings	Engineer Sealed Drawings	1,250.00	1,250.00
1	Installation	Installation of Superior Shelter	13,100.00	13,100.00
				-
				-
				-
				-
				-
				-
				-
				-

****Grading of Area, Concrete Curb and Drainage by Others****

Sub TOTAL	$ 53,388.12
Freight	$ 5,609.37
Tax	
TOTAL	$ 58,997.49

If installation is required, the following will prevail. The customer is responsible for the offloading of equipment. The above quotation is based upon site access for heavy equipment and normal soil conditions of 2000 PSF. If during excavation of foundations necessary per manufacture specifications, condition exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock vegetation and/or any unforeseen hazards. There will be additional charges incurred to clear the area and/or the abutment hole so that installation can be completed. No soil tests, licenses or permits included.

***NOTE: IF APPLICABLE SALES TAX IS NOT INCLUDED.

Copy of tax exempt certificate must accompany all exempt orders. Customer is responsible for paying applicable sales tax direct to their state, or submits copy of tax exempt certificate with order.

***TERMS: NET 30 DAYS (UPON APPROVED CREDIT).

Service charge of 2% per month added to all costs, including attorney fees.

Quote is valid for 30 days.
THANK YOU FOR YOUR BUSINESS!

Authorized Signature Shanna Hartsfield **Date:** 5/10/23

Authorized Signature of Purchaser _____ **Date:** _____

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Called Meeting **E. 10.**

Meeting Date: 06/09/2023

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7089***

Authorizing the Purchase of Traffic Control Equipment for the Crosswalk at E. Brockett from Consolidated Traffic Controls, Inc. through H-GAC.

Issue:

To consider approval of a resolution to purchase new Traffic Control Equipment from H-GAC for use at E. Brockett.

Background:

The new Traffic Control Equipment will be used at E. Brockett to install a new crosswalk for the students/pedestrians near the college.

Origination:

Department of Public Works

Financial Consideration:

The new Traffic Control Equipment will be purchased from Consolidated Traffic Controls, Inc. for $23,552.00 through H-GAC.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Traffic Control Equipment from Consolidated Traffic Controls, Inc. through H-GAC.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 7089
Quote E Brockett
H-GAC AGREEMENT
Location Map

RESOLUTION NO. 7089

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF TRAFFIC CONTROL EQUIPMENT FOR THE CROSSWALK AT E BROCKETT FROM CONSOLIDATED TRAFFIC CONTROLS, INC. THROUGH H-GAC; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Consolidated Traffic Controls, Inc. through H-GAC new Traffic Control Equipment for a total price of Twenty Three Thousand Five Hundred and Fifty Two Dollars ($23,552.00). Any agreements related to the purchase must be approved by the City Attorney.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 9th day of June 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	PE-05-21	Date Prepared:	5/4/2023

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Sherman	**Contractor:**	Consolidated Traffic Controls, Inc.
Contact Person:	Eric Sandburg	**Prepared By:**	Bobby Hale
Phone:	903-892-7019	**Phone:**	800-448-8841
Fax:		**Fax:**	800-448-8850
Email:	erics@cityofsherman.com	**Email:**	Bobby.Hale@ctc-traffic.com

Catalog / Price Sheet Name:	Traffic Control, Enforcement & Signal Preemption Equipment
General Description of Product:	Traffic Control Equipment

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

E Brockett RRFB

Line Number	Quan	Description	Unit Pr	Total
403	2	PNS10-600008INX DC Pedestrian Crossing W/ Polara iNX APS Bluetooth Pushbutton	$ 2,830.00	$ 5,660.00
445	2	PNS10-S1W11-2K W11-2 Pedestrian Sign Walking Left HV Green No Lines (30"x30")	$ 238.00	$ 476.00
446	2	PNS10-S1W11-2RK W11-2 Pedestrian Sign Walking Right HV Green No Lines (30"x30")	$ 238.00	$ 476.00
448	2	PNS10-S1S2-1-LGK S2-1 School Pedestrian Sign Left WITH Lines (36"x36") HV Green	$ 354.00	$ 708.00
449	2	PNS10-S1S2-1-RGK S2-1 School Pedestrian Sign Right WITH Lines (36"x36") HV Green	$ 354.00	$ 708.00
473	2	PNS10-503661DC2 Back to Back Solar RRFBs W/ One Confirmation Light (Ubolt Mount)	$ 1,521.00	$ 3,042.00
516	2	PNS10-POLE15SPALASSY 15' Spun Aluminum Pole, Base and Collar and Anchor Bolts	$ 822.00	$ 1,644.00
518	-2	PNS10- If you want to use a Screw-In Anchor instead of Anchor Bolts select an Anchor	$ 62.00	$ (124.00)
519	2	PNS10-501312SA4 4" Anchor Pelco PB-5364	$ 516.00	$ 1,032.00
3168	22	CTCINSTALL Second Man (Include Both Drive and On Site time)	$ 180.00	$ 3,960.00
3169	22	CTCINSTALL Second Man with a Pickup to be used as a Crash Truck (Use whenever a bucket truck is needed or	$ 180.00	$ 3,960.00
3170	22	CTCINSTALLBUC Bucket Truck Upcharge (Include Both Drive and On Site Time)	$ 75.00	$ 1,650.00
3178	2	CTCINSTALL Equipment Rental	$ 180.00	$ 360.00
			Total From Other Sheets, If Any:	
			Subtotal A:	**$ 23,552.00**

B. Unpublished Options, Accessory or Service Items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			$ -
			$ -
			$ -
			$ -
		Total From Other Sheets, If Any:	
		Subtotal B:	$ -

Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25%	**For this transaction the percentage is:** 0%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

Quan	Description	Unit Pr	Total
			$ -
			$ -
		Subtotal C:	$ -

Delivery Date:	**30 to 45 Days ARO**	**D. Total Purchase Price (A+B+C):**	**$ 23,552.00**

HOUSTON-GALVESTON AREA COUNCIL
INTERLOCAL AGREEMENT

ILA NUMBER: 91-1539

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Interlocal Cooperation Act (Article 4413(32c) V.T.C.S.) by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 500, Houston, Texas 77027 and CITY OF SHERMAN, hereinafter referred to as the local government having its principal place of business at 400 N. RUSK, SHERMAN, TX 75090.

WITNESSETH:

WHEREAS, H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as Chapter 391 Texas Local Government Code; and

WHEREAS, H-GAC has entered into an agreement with the local government on the 18TH day of MARCH, 19 91 and

WHEREAS, the local government desires to purchase certain governmental administrative functions, goods or services; and

WHEREAS, H-GAC hereby agrees to perform the scope of services outlined in Article 5 as hereinafter specified in accordance with the Agreement, and

NOW, THEREFORE, H-GAC and the local government do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The local government warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The local government's governing body has authorized the signatory official(s) to enter into this Agreement and bind the local government to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2 APPLICABLE LAWS

H-GAC and the local government agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3 WHOLE AGREEMENT

The Interlocal Agreement and Attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 4 PERFORMANCE PERIOD

The period of this Interlocal Agreement shall be for the (balance of) fiscal year of the local government which begins 10/31/90, 19__ and ends 10/31/91, 19__. This contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the local government may make any payment due H-GAC beyond the fiscal year in which such obligation was incurred under this Agreement.

H-GAC or the local government may cancel this Agreement at any time upon 30 days written notice to the other party to this Agreement. The obligations of the local government, including its obligation to pay H-GAC for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the local government.

ARTICLE 5 SCOPE OF SERVICES

The local government appoints H-GAC its true and lawful purchasing agent for the purchase of certain materials and services through the Council's Cooperative Purchasing Program, as enumerated through the submission of a duly executed purchase order, order form or resolution. All material purchased hereunder shall be in accordance with specifications established by H-GAC.

The materials and services shall be procured in accordance with procedures governing competitive bidding by H-GAC; and at the unit prices and administrative fee as indicated in the current H-GAC Order Form and Price Lists.

Ownership (title) of material purchased shall transfer directly from the vendor to the local government. The local government agrees to provide H-GAC with documentation of receipt and acceptance of material within five (5) days of acceptance of same.

ARTICLE 6 PAYMENTS

The local government agrees that, upon the presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred in accordance with the terms of this Agreement, it shall pay H-GAC, from current revenues available to the local government during the current fiscal year, on or before the date of the delivery of materials and services to be provided under this agreement.

ARTICLE 7 CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

H-GAC may, from time to time, require changes in the scope of the services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8 TERMINATION PROCEDURES

Either H-GAC or the local government may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to the other party. In the event of such termination prior to completion of any purchase provided for herein, the local government agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this Agreement, including penalties, less payment of any compensation previously paid.

ARTICLE 9 SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not effect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10 FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgement, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11 VENUE

Venue and jurisdiction of any suit, or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

This instrument, in duplicate originals, has been executed by the parties hereto as follows:

CITY OF SHERMAN
Local Government

BY Talmadge M Buie

TALMADGE M BUIE
CITY MANAGER DATE 3/18/91

Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL

BY [signature] Date 7/27/91
Manager of Cooperative Purchasing

BY [signature] Date 4/3/91
March 28, 1991

Jack Steele
Executive Director



Path: H:\ENGINEER\GIS\ESRI-jdp\ArcMaps\ArcProMaps\UtilitiesMap.aprx

Sherman
ENGINEERING DEPT.
220 W. MULBERRY
SHERMAN, TX 75090

Enhanced Crosswalk at 1100 Blk Brockett

1" = 150'

NORTH

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Called Meeting **E. 11.**

Meeting Date: 06/09/2023

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7090***

Authorizing the Purchase of Traffic Control Equipment for the Crosswalk at N. Grand Ave. from Consolidated Traffic Controls, Inc. through H-GAC.

Issue:

To consider approval of a resolution to purchase new Traffic Control Equipment from H-GAC for use at N. Grand Ave.

Background:

The new Traffic Control Equipment will be used at N. Grand Ave. to install a new crosswalk for the students/pedestrians near the college.

Origination:

Department of Public Works

Financial Consideration:

The new Traffic Control Equipment will be purchased from Consolidated Traffic Controls, Inc. for $30,470.00 through H-GAC.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Traffic Control Equipment from Consolidated Traffic Controls, Inc. through H-GAC.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 7090
Quote N Grand Ave
H-GAC AGREEMENT
Location Map

RESOLUTION NO. 7090

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF TRAFFIC CONTROL EQUIPMENT FOR THE CROSSWALK AT N GRAND AVE FROM CONSOLIDATED TRAFFIC CONTROLS, INC. THROUGH H-GAC; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Consolidated Traffic Controls, Inc. through H-GAC new Traffic Control Equipment for a total price of Thirty Thousand Four Hundred and Seventy Dollars ($30,470.00). Any agreements related to the purchase must be approved by the City Attorney.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 9th day of June 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	PE-05-21	Date Prepared:	5/4/2023

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Sherman	**Contractor:**	Consolidated Traffic Controls, Inc.
Contact Person:	Eric Sandburg	**Prepared By:**	Bobby Hale
Phone:	903-892-7019	**Phone:**	800-448-8841
Fax:		**Fax:**	800-448-8850
Email:	erics@cityofsherman.com	**Email:**	Bobby.Hale@ctc-traffic.com

Catalog / Price Sheet Name:	Traffic Control, Enforcement & Signal Preemption Equipment
General Description of Product:	Traffic Control Equipment

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

N.Grand Ave and E> Williams will use street light in the median

Line Number	Quan	Description	Unit Pr	Total
403	3	PNS10-600008INX DC Pedestrian Crossing W/ Polara iNX APS Bluetooth Pushbutton	$ 2,830.00	$ 8,490.00
445	2	PNS10-S1W11-2K W11-2 Pedestrian Sign Walking Left HV Green No Lines (30"x30")	$ 238.00	$ 476.00
446	2	PNS10-S1W11-2RK W11-2 Pedestrian Sign Walking Right HV Green No Lines (30"x30")	$ 238.00	$ 476.00
450	2	PNS10-S1W16-7P24-GK W16-7P Arrow Pointing Left to Crossing Sign (24"x12") HV Green	$ 109.00	$ 218.00
451	2	PNS10-S1W16-7P24-RGK W16-7P Arrow Pointing Right to Crossing Sign (24"x12") HV Green	$ 109.00	$ 218.00
468	1	PNS10-503661D2 Back to Back Solar RRFBs (No Confirmation Light) (Ubolt Mount)	$ 1,404.00	$ 1,404.00
469	2	PNS10-503661DC Single Solar RRFB W/ Confirmation Light (Ubolt Mount)	$ 803.00	$ 1,606.00
516	2	PNS10-POLE15SPALASSY 15' Spun Aluminum Pole, Base and Collar and Anchor Bolts	$ 822.00	$ 1,644.00
518	-2	PNS10- If you want to use a Screw-In Anchor instead of Anchor Bolts select an Anchor	$ 62.00	$ (124.00)
519	2	PNS10-501312SA4 4" Anchor Pelco PB-5364	$ 516.00	$ 1,032.00
3167	30	CTCINSTALL On Site Time One Man and Pickup Truck (2 Hr minimum including drive time)	$ 180.00	$ 5,400.00
3169	30	CTCINSTALL Second Man with a Pickup to be used as a Crash Truck (Use whenever a bucket truck is needed or	$ 180.00	$ 5,400.00
3170	30	CTCINSTALLBUC Bucket Truck Upcharge (Include Both Drive and On Site Time)	$ 75.00	$ 2,250.00
3177	8	CTCINSTALL Mobilization Charge Per Hour (includes Site Survey and Line Locates)	$ 180.00	$ 1,440.00
3178	3	CTCINSTALL Equipment Rental	$ 180.00	$ 540.00
		Total From Other Sheets, If Any:		
		Subtotal A:		**$ 30,470.00**

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			$ -
			$ -
			$ -
			$ -
	Total From Other Sheets, If Any:		
	Subtotal B:		$ -

Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25% of the total from Section A.	**For this transaction the percentage is:** 0%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

Quan	Description	Unit Pr	Total
			$ -
			$ -
	Subtotal C:		$ -

Delivery Date:	30 to 45 Days ARO	**D. Total Purchase Price (A+B+C):**	**$ 30,470.00**

HOUSTON-GALVESTON AREA COUNCIL
INTERLOCAL AGREEMENT

ILA NUMBER: 91-1539

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Interlocal Cooperation Act (Article 4413(32c) V.T.C.S.) by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 500, Houston, Texas 77027 and CITY OF SHERMAN, hereinafter referred to as the local government having its principal place of business at 400 N. RUSK, SHERMAN, TX 75090.

WITNESSETH:

WHEREAS, H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as Chapter 391 Texas Local Government Code; and

WHEREAS, H-GAC has entered into an agreement with the local government on the 18TH day of MARCH, 19 91 and

WHEREAS, the local government desires to purchase certain governmental administrative functions, goods or services; and

WHEREAS, H-GAC hereby agrees to perform the scope of services outlined in Article 5 as hereinafter specified in accordance with the Agreement, and

NOW, THEREFORE, H-GAC and the local government do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The local government warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The local government's governing body has authorized the signatory official(s) to enter into this Agreement and bind the local government to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2 APPLICABLE LAWS

H-GAC and the local government agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3 WHOLE AGREEMENT

The Interlocal Agreement and Attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 4 PERFORMANCE PERIOD

The period of this Interlocal Agreement shall be for the (balance of) fiscal year of the local government which begins 10/31/90, 19__ and ends 10/31/91, 19__. This contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the local government may make any payment due H-GAC beyond the fiscal year in which such obligation was incurred under this Agreement.

H-GAC or the local government may cancel this Agreement at any time upon 30 days written notice to the other party to this Agreement. The obligations of the local government, including its obligation to pay H-GAC for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the local government.

ARTICLE 5 SCOPE OF SERVICES

The local government appoints H-GAC its true and lawful purchasing agent for the purchase of certain materials and services through the Council's Cooperative Purchasing Program, as enumerated through the submission of a duly executed purchase order, order form or resolution. All material purchased hereunder shall be in accordance with specifications established by H-GAC.

The materials and services shall be procured in accordance with procedures governing competitive bidding by H-GAC; and at the unit prices and administrative fee as indicated in the current H-GAC Order Form and Price Lists.

Ownership (title) of material purchased shall transfer directly from the vendor to the local government. The local government agrees to provide H-GAC with documentation of receipt and acceptance of material within five (5) days of acceptance of same.

ARTICLE 6 PAYMENTS

The local government agrees that, upon the presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred in accordance with the terms of this Agreement, it shall pay H-GAC, from current revenues available to the local government during the current fiscal year, on or before the date of the delivery of materials and services to be provided under this agreement.

ARTICLE 7 CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

H-GAC may, from time to time, require changes in the scope of the services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8 TERMINATION PROCEDURES

Either H-GAC or the local government may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to the other party. In the event of such termination prior to completion of any purchase provided for herein, the local government agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this Agreement, including penalties, less payment of any compensation previously paid.

ARTICLE 9 SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not effect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10 FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgement, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11 VENUE

Venue and jurisdiction of any suit, or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

This instrument, in duplicate originals, has been executed by the parties hereto as follows:

CITY OF SHERMAN
Local Government

BY Talmadge M Buie

TALMADGE M BUIE
CITY MANAGER DATE 3/18/91

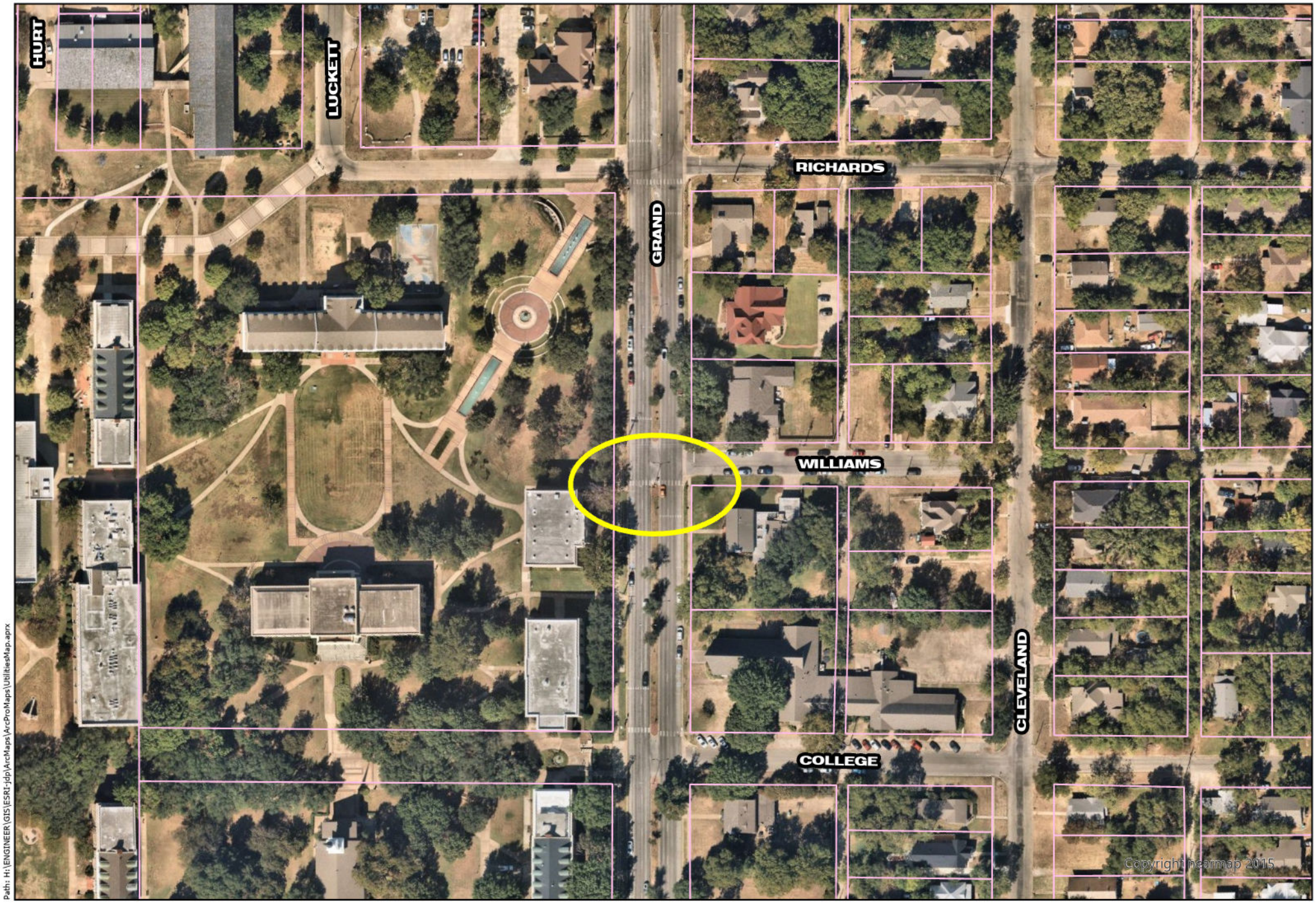
Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL

BY [signature] Date 7/27/91
Manager of Cooperative Purchasing

BY [signature] Date 4/3/91
March 28, 1991

Jack Steele
Executive Director



Path: H:\ENGINEER\GIS\ESRI-jdp\ArcMaps\ArcProMaps\UtilitiesMap.aprx

Sherman
ENGINEERING DEPT.
220 W. MULBERRY
SHERMAN, TX 75090

Enhanced Crosswalk at Grand and Williams

1" = 150'

NORTH

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Called Meeting **F. 1.**

Meeting Date: 06/09/2023

Approved By: Robby Hefton, City Manager

Caption:

**** REQUEST TO ADVERTISE***

Request to Advertise for a New Life and Disability Benefits Insured Carrier for the City of Sherman

Issue:

Requesting permission to advertise for proposals for a new life and disability insured carrier for the City of Sherman

Background:

As a self-funded municipality, the City of Sherman contracts with a brokerage firm, Lockton Companies, LLC, to coordinate all employee benefits. The contract with our current insured carrier for life, short-term disability, and long-term disability benefits, UNUM, is expiring and will no longer provide a rate guarantee for these benefits. City staff is requesting to advertise for proposals for a life and disability insured carrier, in coordination with Lockton Companies, LLC.

Origination:

Human Resources Department

Financial Consideration:

The cost of advertising will be about $400.00.

Staff Recommendation:

It is recommended that the City Council approve this request to advertise.

Alternatives:

As may be directed by the City Council

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Called Meeting **F. 2.**

Meeting Date: 06/09/2023

Approved By: Robby Hefton, City Manager

Caption:

**** REQUEST TO ADVERTISE***

Purchase of Two New Vehicles for the Sherman Police Department

Issue:

Obtaining City Council approval to advertise for the solicitation of public bids for the purchase of two (2) new vehicles for the CID division of the Sherman Police Department

Background:

At the October 17, 2022 meeting, City Council approved Resolution 6976 for the purchase of two Ford Explorers from Silsbee Ford, Inc. through the TIPS purchasing cooperative. Silsbee Ford, Inc. has informed the Sherman Police Department that they were unable to obtain the vehicles and the related purchase order has been voided.

City staff is requesting approval to solicit public bids for the procurement of two new vehicles to be utilized by the CID division of the Sherman Police Department.

Origination:

Police Department

Financial Consideration:

The cost of advertising will be approximately $400.00.

Staff Recommendation:

Staff recommends that the City Council approve this request to advertise.

Alternatives:

As may be directed by the City Council

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Called Meeting **G. 1.**

Meeting Date: 06/09/2023

Approved By: Robby Hefton, City Manager

Caption:

CHANGE ORDER NO. 2

Moore Street From West Travis Street To Heritage Parkway Project; Lynn Vessels Construction, LLC.; $114,650.89 Increase

Issue:

To consider the approval of Change Order No. 2 with Lynn Vessels Construction, LLC for the Moore Street From West Travis Street To Heritage Parkway Project

Background:

During the construction, the City's 20-inch water main was determined to be too close to the paving and requires protection. Two options were considered. The first was to lower the pipe. The cost for this option is approximately $150,000 and the fittings for the water line had a 6 – 9 month lead time. The second option is to protect the water main by encasing it in steel pipe. The cost for this option is approximately $120,000 and material lead time of about two-weeks. The second option, which is the subject of this change order and comes as a result of a staff-requested scope change, was determined to be the best course of action based upon cost and time. This is expected to be the final reconciliatory change order on this project.

Origination:

Engineering Department

Financial Consideration:

Change Order No. 2 results in a $114,650.89 increase in the contract amount, yielding a new contract price of $3,160,491.80.

Staff Recommendation:

It is recommended the Change Order No. 2 for the Moore Street From West Travis Street To Heritage Parkway Project be approved.

Alternatives:

As may be directed by the City Council

Attachments

Change Order No.2
Location Map

Change Order

No. 2

Date of Issuance: May 26, 2023

Project: Moore St from West Travis Street to Heritage Parkway	Project No.: PW #3082 Bid No.: 2021-11
Owner: City of Sherman	Date of Contract: 21 June 2021
Contractor: Lynn Vessels Construction	

The Contract Documents are modified as follows upon execution of this Change Order:

See attached Change Order #2 spreadsheet (2-pages)

Justification:

Adjustment to project to bring within Owner construction budget

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $2,707,356.46	Original Contract Times: Substantial completion days: 270 Substantial completion date: TBD
Increase from previously approved Change Orders No. 0 to No. 1: $338,484.45	Increase from previously approved Change Orders No. 0 to No. 1: Substantial completion days: : 370 Substantial completion date: TBD
Contract Price prior to this Change Order: $3,045,840.91	Contract Times prior to this Change Order: Substantial completion days: : 370 Substantial completion date: TBD
Increase of this Change Order: $114,650.89	Increase of this Change Order: Substantial completion days: 345 Substantial completion date: 31 August 2023
Contract Price incorporating this Change Order: $3,160,491.80	Contract Times with all approved Change Orders: Substantial completion days: : 715 Substantial completion date: 31 August 2023

RECOMM	ACCEPTED:	ACCEPTED:
By: Engineer (Authorized Signature)	By: Owner (Authorized Signature)	By: Contractor (Authorized Signature)
Date: 31 May 2023	Date:	Date: 05/26/2023

Sherman
CLASSIC TOWN. BROAD HORIZON.

Change Order Tracking Spreadsheet

Change Order: 2
Name of Contractor: Lynn Vessels Construction,LLC
Owner's Address: PO Box 1212, Sherman, TX 75091
Engineer: City of Sherman
Engineer's Address: 220 W. Mulberry, Sherman, TX 75091
Project Name: MOORE STREET FROM WEST TRAVIS STREET TO HERITAGE PARKWAY
Project Number: 3082
Contract Price (Including Change Orders): **$3,160,491.80**

Item No.	Description of Item	Original Bid Quantity	Unit	Original Bid Unit Price	CO #1 Quantity	CO #2 Quantity	Total Value Completed
MOORE STREET FROM WEST TRAVIS STREET TO HERITAGE PARKWAY							
1	Mobilization	1	LS	$ 143,292.52			$ 143,292.52
1-CO2	**Mobilization - General Contractor**		**LS**	**$ 7,500.00**		**1.00**	**$ 7,500.00**
2	SWPPP and Erosion Control (Extent of Project)	1	LS	$ 20,057.40			$ 20,057.40
3	Traffic Control	1	LS	$ 1,650.00			$ 1,650.00
4	ROW Prep	1	LS	$ 13,750.00			$ 13,750.00
5	Project Sign	2	EA	$ 616.00		(2.00)	$ -
6	Demolish Existing Roadway	1	LS	$ 22,400.00			$ 22,400.00
7	Unclassified Excavation (est. 22,705 cy fill)	67,167	CY	$ 7.61			$ 511,140.87
8	6" Lime Stabilized Subgrade	5,915	SY	$ 2.52	(5,915.00)		$ -
8-CO1	6" Lime Stabilized Subgrade		SY	$ 3.50	15,725.00	(2,387.00)	$ 46,683.00
8-CO2	**6" Lime Stabilized Subgrade**		**SY**	**$ 9.75**		**2,387.00**	**$ 23,273.25**
9	Lime (36 lbs/SY-EST)	120	TON	$ 188.16	(120.00)		$ -
9-CO1	Lime (36 lbs/SY-EST)		TON	$ 275.00	284.00	(170.59)	$ 31,187.75
9-CO2	**Lime (36 lbs/SY-EST)**		**TON**	**$ 313.50**		**40.00**	**$ 12,540.00**
10	Flex Base (6")(Complete-in-place)(DC)	9,810	SY	$ 8.71	(9,810.00)		$ -
11	8" Concrete Paving (4000 psi)	13,733	SY	$ 52.21	(13,733.00)		$ -
11-CO1	8" Concrete Paving (4000 psi)		SY	$ 75.75	13,733.00	(2,256.00)	$ 869,382.75
11-CO2	**8" Concrete Paving (4000 psi)**		**SY**	**$ 89.36**		**2,256.00**	**$ 201,596.16**
12	Street Header	282	LF	$ 22.40		(37.00)	$ 5,488.00
13	Median Nose Pavers	1	LS	$ 7,727.04			$ 7,727.04
14	18" Class III RCP	629	LF	$ 57.07		29.75	$ 37,594.86
15	21" Class III RCP	505	LF	$ 64.53			$ 32,587.65
16	24" Class III RCP	245	LF	$ 74.67			$ 18,294.15
17	30" Class III RCP	162	LF	$ 99.85			$ 16,175.70
18	33" Class III RCP	112	LF	$ 116.22			$ 13,016.64
19	36" Class III RCP	80	LF	$ 132.23			$ 10,578.40
20	42" Class III RCP	100	LF	$ 171.99			$ 17,199.00
21	48" Class III RCP	208	LF	$ 197.89			$ 41,161.12
22	60" Class III RCP	548	LF	$ 370.56			$ 203,066.88
23	66" Class III RCP	112	LF	$ 395.79			$ 44,328.48
24	4'x4' RCB	86	LF	$ 317.56			$ 27,310.16
25	5'x4' RCB	78	LF	$ 367.43			$ 28,659.54
26	10' Recessed Curb Inlet (Cast-In-Place) or (Pre-Cast)	5	EA	$ 4,800.87			$ 24,004.35
27	4' Square WYE Inlet	1	EA	$ 4,847.00			$ 4,847.00
28	5' Square WYE Inlet	1	EA	$ 5,412.38			$ 5,412.38
29	4'x4' Type B Storm Manhole	1	EA	$ 3,646.76			$ 3,646.76
30	6'x4' Type B Storm Manhole	1	EA	$ 9,881.98			$ 9,881.98
31	8'x8' Type B Storm Manhole	2	EA	$ 15,080.35			$ 30,160.70
32	6'x6' Junction Box	1	EA	$ 9,915.58			$ 9,915.58
33	Slope Paving Headwall - 33" RCP (Multiple Barrel)	1	EA	$ 12,104.40			$ 12,104.40
34	Slope Paving Headwall - 48" RCP	1	EA	$ 10,929.78			$ 10,929.78

Item No.	Description of Item	Original Bid Quantity	Unit	Original Bid Unit Price	CO #1 Quantity	CO #2 Quantity	Total Value Completed
35	Slope Paving Headwall - 60" RCP	1	EA	$ 26,753.78			$ 26,753.78
36	Flared Wingwall - 30" RCP	1	EA	$ 2,144.78			$ 2,144.78
37	Parallel Wingwall - 30" RCP (30° Skew)	1	EA	$ 13,642.75			$ 13,642.75
38	Flared Wingwall - 33" RCP (Multiple)	1	EA	$ 13,324.30			$ 13,324.30
39	Flared Wingwall - 42" RCP	1	EA	$ 3,917.85			$ 3,917.85
40	Parallel Wingwall - 60" RCP	1	EA	$ 22,952.60			$ 22,952.60
41	Flared Wingwall - 4'x4' RCB	1	EA	$ 21,774.53			$ 21,774.53
42	Flared Wingwall - 5'x4' RCB	1	EA	$ 22,570.93			$ 22,570.93
43	SETP-PD (24")(w/Cross Pipes)	4	EA	$ 1,948.28			$ 7,793.12
44	42" Pipe Collar	1	EA	$ 671.00			$ 671.00
45	TV Inspection (Storm Sewer)	1	LS	$ 4,733.12			$ 4,733.12
46	Stone Riprap Per Plan	1477	SY	$ 29.12			$ 43,010.24
47	Trench Safety (Storm Sewer)	2865	LF	$ 1.10			$ 3,151.50
48	Weir Overflow Structure (Complete-in-Place)	1	LS	$ 20,451.20			$ 20,451.20
49	4" (W)(SLD)(Type I)(90 mil) Stripe	1099	LF	$ 1.93		(1,099.00)	$ -
49-CO2	**4" (W)(SLD)(Type I)(90 mil) Stripe**		**LF**	**$ 2.18**		**1,099.00**	**$ 2,395.82**
50	4" (Y)(SLD)(Type I)(90 mil) Stripe	716	LF	$ 1.43		(716.00)	$ -
50-CO2	**4" (Y)(SLD)(Type I)(90 mil) Stripe**		**LF**	**$ 1.68**		**716.00**	**$ 1,202.88**
51	4"(W)(BRK)(Type I)(90 mil) Stripe	80	LF	$ 1.43		(80.00)	$ -
51-CO2	**4"(W)(BRK)(Type I)(90 mil) Stripe**		**LF**	**$ 1.68**		**80.00**	**$ 134.40**
52	4" (Y)(DBL)(Type I)(90 mil) Stripe	3107	LF	$ 2.81		(3,107.00)	$ -
52-CO2	**4" (Y)(DBL)(Type I)(90 mil) Stripe**		**LF**	**$ 3.31**		**3,107.00**	**$ 10,284.17**
53	8" (W)(SLD)(Typ I)(90 mil) Stripe	300	LF	$ 2.75		(300.00)	$ -
53-CO2	**8" (W)(SLD)(Typ I)(90 mil) Stripe**		**LF**	**$ 3.25**		**300.00**	**$ 975.00**
54	24"(W)(SLD)(Type I)(125 mil) Stripe	322	LF	$ 12.10			$ 3,896.20
55	White (WORD)(125 mil)(ONLY)	3	EA	$ 192.50			$ 577.50
56	White (SYMBOL)(125 mil)(ARROW)	7	EA	$ 247.50			$ 1,732.50
56A	Pavement Marker Removal	4	EA	$ 60.50			$ 242.00
57	RPM TY II C-R	37	EA	$ 6.16		(37.00)	$ -
57-CO2	**RPM TY II C-R**		**EA**	**$ 7.16**		**37.00**	**$ 264.92**
58	RPM TY II-A-A	302	EA	$ 6.16		(302.00)	$ -
58-CO2	**RPM TY II-A-A**		**EA**	**$ 7.16**		**302.00**	**$ 2,162.32**
59	RPM TY-Y	20	EA	$ 6.16		(20.00)	$ -
59-CO2	**RPM TY-Y**		**EA**	**$ 7.16**		**20.00**	**$ 143.20**
60	Flexible Delineator (Surface Mount)(W)	7	EA	$ 168.00			$ 1,176.00
61	Street Sign	22	EA	$ 487.20			$ 10,718.40
62	Type III Barricade	3	EA	$ 2,553.60		(3.00)	$ -
62-CO2	**Type III Barricade**		**EA**	**$ 2,973.60**		**3.00**	**$ 8,920.80**
63-CO2	**4" Conduit**	**320**	**LF**	**$ 8.90**		**(320.00)**	$ -
64	Casing Pipe (18" O.D.) (Open Cut)	164	LF	$ 97.16		(107.00)	$ 5,538.12
65	Casing Pipe (21" O.D.) (Open Cut)	258	LF	$ 93.24		(210.00)	$ 4,475.52
65A	Casing Pipe (21" O.D.) (Bore)	202	LF	$ 291.20		14.00	$ 62,899.20
66	SOD	52,500	SY	$ 3.64		(52,500.00)	$ -
66-CO2	**SOD**		**SY**	**$ 4.14**		**46,100.00**	**$ 190,854.00**
67-CO1	Payment, Performance, Maintenance Bonds	1	LS	$ 5,002.23			$ 5,002.23
68-CO2	**Split Sleeve Water Line Casing**		**LS**	**$ 100,818.80**		**1.00**	**$ 100,818.80**
69-CO2	**Temporary Water Line Support**		**LS**	**$ 9,165.02**		**1.00**	**$ 9,165.02**
70-CO2	**Trench Safety (Split Casing Installation)**		**LF**	**$ 6.50**		**86.00**	**$ 559.00**
71-CO2	**Embankment**		**CY**	**$ 228.10**		**15.00**	**$ 3,421.50**
72-CO2	**Site Prep, Grade +/-1**		**SY**	**$ 2.50**		**2,387.00**	**$ 5,967.50**
72-CO2	**Payment, Performance, Maintenance Bonds**		**LS**	**$ 1,528.85**		**1.00**	**$ 1,528.85**
							$ -
							3,160,491.80

Original Contract	**$2,707,356.46**
Adjusted Contract Total by Change Order	**$3,160,491.80**
Change Order 1	**$338,484.45**
Change Order 2	**$114,650.89**


TRAVIS
MOORE
HERITAGE
FM 1417
FANNIN
OLD
DORCHESTER

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Called Meeting **H. 1.**

Meeting Date: 06/09/2023

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Cancelation of the June 19, 2023 Regular City Council Meeting and Add Called City Council Meeting on Monday, June 26, 2023

Issue:

Consider Cancelation of the June 19, 2023 Regular City Council Meeting and Add Called City Council Meeting on Monday, June 26, 2023

Background:

City Staff is asking to cancel the June 19, 2023 Regular City Council Meeting and Add Called City Council Meeting on Monday, June 26, 2023.

Origination:

City Manager Robby Hefton

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

It is recommended that the City Council cancel the June19th City Council Meeting and add Called City Council Meeting on June 26th.

Alternatives:

The Council could choose to hold this meeting.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Called Meeting **H. 2.**

Meeting Date: 06/09/2023

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final Plat of Sherman Crossroads Commercial Addition, consisting of 1.00 acre in the Preston Kitchen Survey, Abstract No. 667, and is currently located in the Blalock Industrial Park/Blalock Commercial Overlay District/PD (Planned Development); William Harkinson, Sherman Crossroads, LTD, Owner, Quiddity, Land Surveyor (3600 Block Crossroads Boulevard)

Issue:

To consider Final Plat of Sherman Crossroads Commercial Addition, consisting of 1.00 acre in the Preston Kitchen Survey, Abstract No. 667, and is currently located in the Blalock Industrial Park/Blalock Commercial Overlay District/PD (Planned Development); William Harkinson, Sherman Crossroads, LTD, Owner, Quiddity, Land Surveyor (3600 Block Crossroads Boulevard)

Background:

The property is located at 3600 Block Crossroads Boulevard between West Travis Street and West FM 1417 and located in the Blalock Industrial Park Planned Development/Blalock Commercial Overlay District. The owner is requesting to plat the property into one lot for commercial development.

The following has been approved for this location:

- March 21, 2023 - Public Hearing and Variance under Section 14.03.007(7) to allow a 25’ front setback in lieu of the required 55.7’ in the Blalock Industrial Park Planned Development/Blalock Commercial Overlay District.
- March 21, 2023 - Public Hearing and Variance under Section 14.03.007(7) to allow a 15’ side setback in lieu of the required 55.7’ in the Blalock Industrial Park Planned Development/Blalock Commercial Overlay District.
- March 21, 2023 - Public Hearing and Variance under Section 14.03.007(7) to allow a 15’ rear setback in lieu of the required 55.7’ in the Blalock Industrial Park Planned Development/Blalock Commercial Overlay District.
- March 21, 2023 - Site Plan of Neighborhood Credit Union
- March 21, 2023 - Preliminary Plat of Sherman Crossroads Commercial Addition

Origination:

William Harkinson, Sherman Crossroads, LTD (Owner)
Quiddity (Engineer/Land Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 16, 2023 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter
P&Z Communication



dlagrone H:\PLANNING\Public Notification KT.aprx

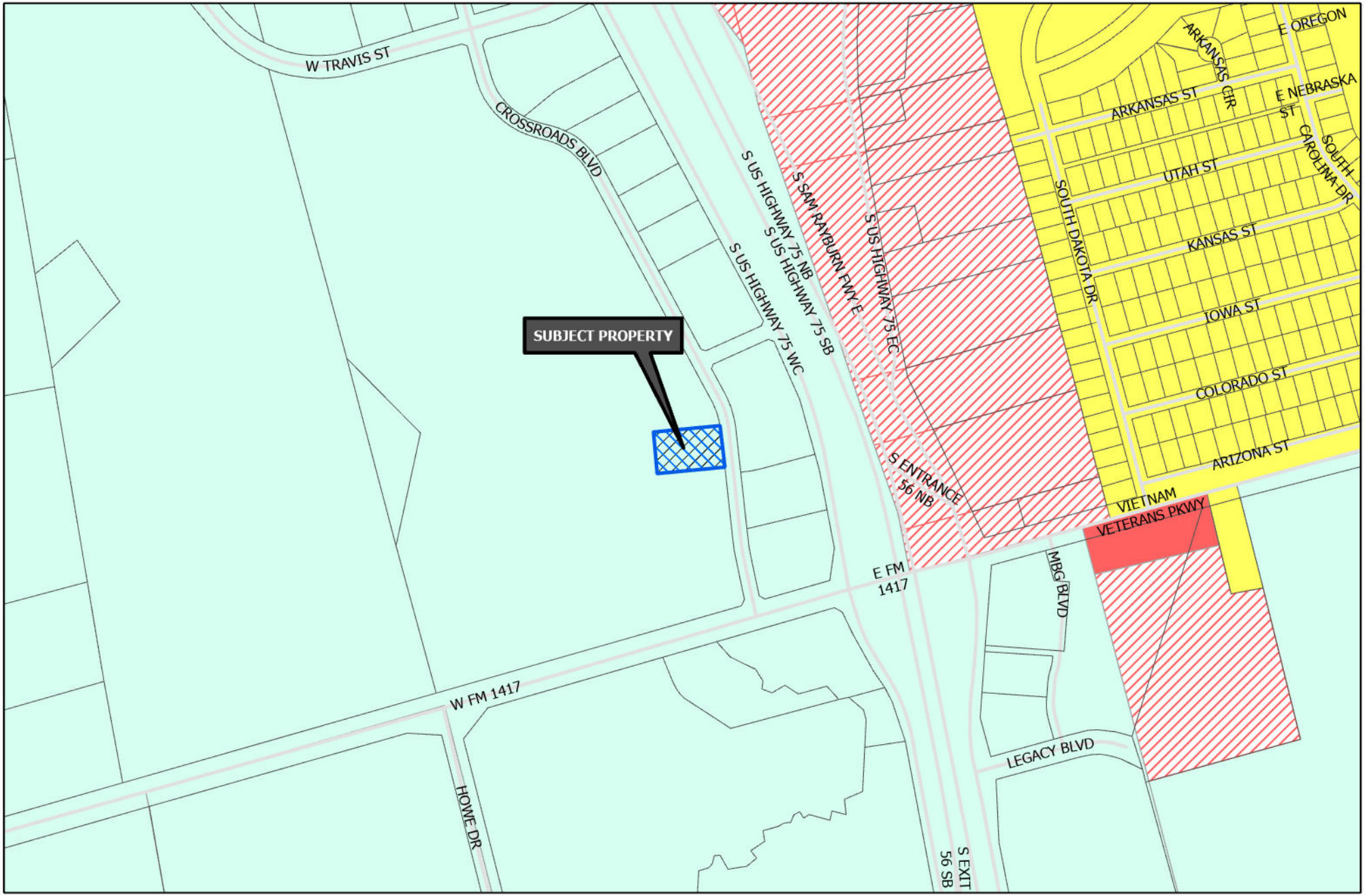
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
3600 BLK CROSSROADS BLVD

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W E
S

Date: 2/27/2023 3:05 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

CITY OF SHERMAN
ZONING MAP
3600 BLK CROSSROADS BLVD

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Date: 2/27/2023 3:09 PM

GENERAL NOTES:

1. Bearings shown hereon are based on the Texas Coordinate System, North Central Zone, NAD 83.

2. According to Map No. 48181C0405G of the Federal Emergency Management Agency's Flood Insurance Rate Maps for the City of Sherman dated September 01, 2022 the subject tract is situated within: Unshaded Zone "X", defined as areas outside of the 0.2% annual chance flood (500–year flood).
This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man–made or natural causes. This flood statement shall not create liability on the part of the surveyor.

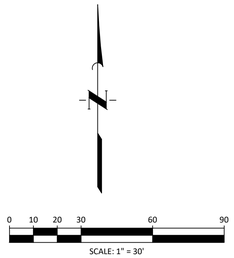
3. The gross land area is 1.00 acre.

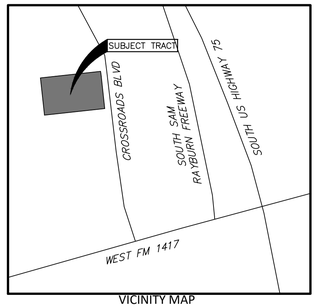
4. Set monuments are 5/8" iron rods with yellow plastic cap stamped "Quiddity", unless noted otherwise.

5. The undersigned does hereby covenant and agree that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface in accordance with the city's paving standards for fire lans, and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limits to the parking of motor vehicles, trailers, boats or other impediments to the accessibility of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes,I stating "Fire Lane, No Parking or Standing." The local low enforcement agency(s) is hereby authorized to enforce parking regulations within the fire lanes, and to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.

LEGEND

POC	POINT OF COMMENCING
POB	POINT OF BEGINNING
CM	CONTROL MONUMENT
R.O.W.	RIGHT OF WAY
VOL.	VOLUME
PG.	PAGE
ESMT	EASEMENT
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CIRS	5/8" CAPPED IRON ROD WITH YELLOW CAP STAMPED "QUIDDITY ENG" SET FOR CORNER
D.R.G.C.T	DEED RECORDS, GRAYSON COUNTY, TEXAS
O.P.R.G.C.T.	OFFICIAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
P.R.G.C.T.	PLAT RECORDS GRAYSON COUNTY, TEXAS
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT

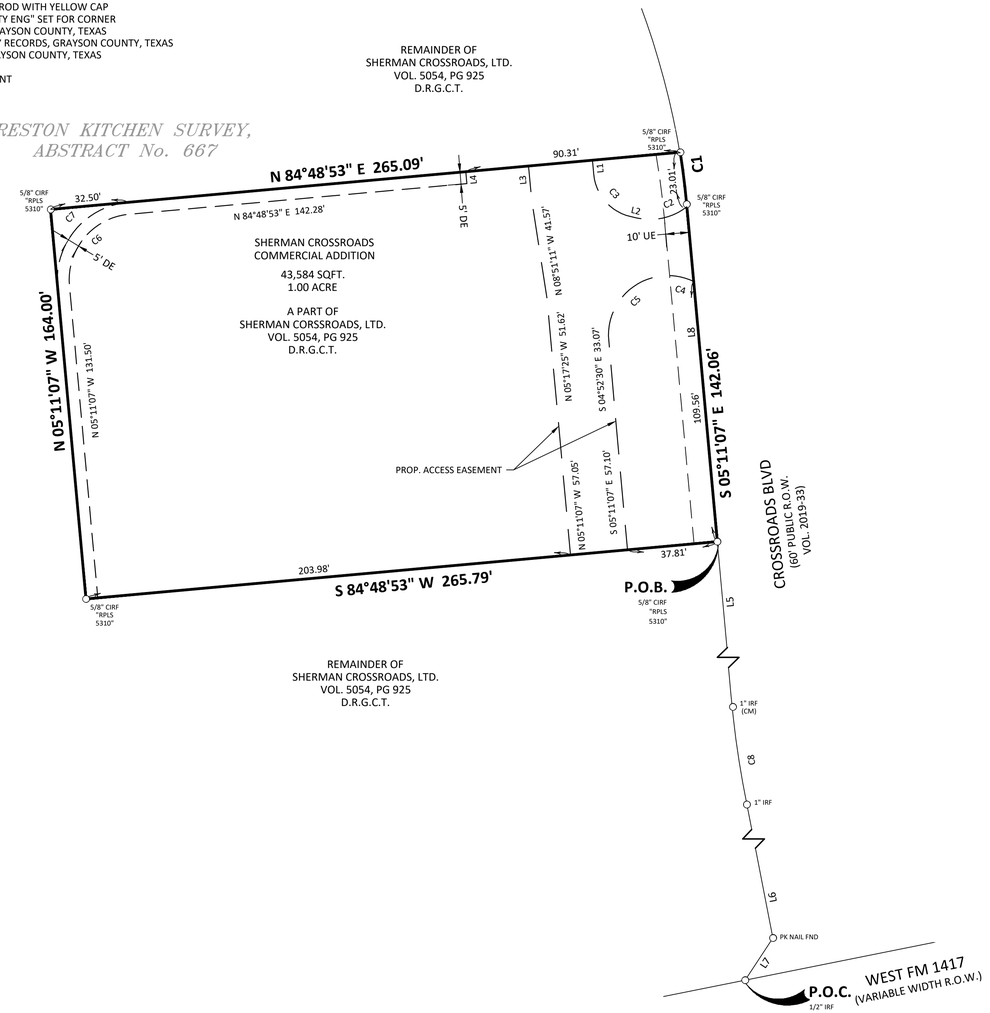




VICINITY MAP
N.T.S.

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH
C1	21.95'	345.00'	3°38'45"	S7° 00' 29"E	21.95'
C2	22.36'	25.00'	51°13'51"	N77° 29' 42"E	21.62'
C3	25.09'	20.00'	71°52'12"	S41° 07' 13"E	23.47'
C4	13.42'	25.00'	30°45'28"	N79° 48' 23"W	13.26'
C5	37.11'	25.00'	85°02'53"	S42° 07' 51"W	33.80'
C6	43.20'	27.50'	90°00'00"	N39° 48' 53"E	38.89'
C7	51.05'	32.50'	90°00'00"	N39° 48' 53"E	45.96'
C8	46.65'	410.24'	6°30'56"	S8° 15' 36"E	46.63'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S5° 11' 07"E	5.94
L2	S77° 03' 19"E	2.57
L3	N5° 11' 07"W	13.85
L4	N5° 11' 07"W	5.00
L5	S5° 11' 07"E	310.29
L6	S11° 01' 53"E	161.03
L7	S33° 23' 54"W	21.18



OWNER'S CERTIFICATION

STATE OF TEXAS :
COUNTY OF GRAYSON :

WHEREAS, SHERMAN CROSSROADS, LTS., is the owner(s) of a 1.00 acre tract of land situated in the Preston Kitchen Survey, Abstract 667 in Grayson County, Texas, being a part of a tract of land described in deed to Sherman Crossroads, LTD, recorded in Volume 5054, Page 925, Deed Records, Grayson County, Texas, said 1.00 acre tract being more particularly described as follows;

COMMENCING at a 1/2 inch iron rod found along the North line of West Farm-to-Market Road 1417, (variable width right-of-way);

THENCE North 33 Degrees 23 Minutes 54 Seconds East, a distance of 21.18 feet to a PK Nail found;

THENCE North 11 Degrees 04 Minutes 16 Seconds West, a distance of 165.94 feet to a 1 inch iron rod found at the beginning of a curve to the right, having a radius of 405.00 feet, an arc length of 41.68 feet, and a central angle of 05 Degrees 53 Minutes 48 Seconds;

THENCE along said curve to the right, a chord bearing and distance of North 07 Degrees 55 Minutes 46 Seconds West, 41.66 feet to a 1 inch iron rod found;

THENCE North 05 Degrees 11 Minutes 07 Seconds West, a distance of 310.29 feet to a 5/8 inch capped iron rod found stamped "RPLS 5310" for the POINT OF BEGINNING;

THENCE South 84 Degrees 48 Minutes 53 Seconds West, a distance of 265.79 feet to a 5/8 inch capped iron rod found stamped "RPLS 5310";

THENCE North 05 Degrees 11 Minutes 07 Seconds West, a distance of 164.00 feet to a 5/8 inch capped iron rod found stamped "RPLS 5310";

THENCE North 84 Degrees 44 Minutes 53 Seconds East, a distance of 265.09 feet to a 5/8 inch capped iron rod found stamped "RPLS 5310" at the beginning of a non-tangent curve to the right;

THENCE Southeasterly along said non-tangent curve to the right, having a central angle of 03 Degrees 38 Minutes 45 Seconds, a radius of 345.00 feet, an arc length of 21.95 feet and a chord bearing and distance of South 07 Degrees 00 Minutes 29 Seconds East, 21.95 feet to a 5/8 inch capped iron rod found stamped "RPLS 5310";

THENCE South 05 Degrees 11 Minutes 07 Seconds East, a distance of 142.06 feet to the POINT OF BEGINNING and containing 1.00 acre of land, more or less.

Approved this _____day of _____, 20____, by the City Planning and Zoning Commision of the City of Sherman, Texas.

_____ _____
Chairman Secretary

Accepted by the City Council of the City of Sherman

_____ _____
Mayor, City of Sherman, Texas Date

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the forgoing, LOT 1, BLOCK 1 SHERMAN CROSSROADS COMMERCIAL ADDITION, an addition to the City of Sherman, Texas was submitted to the City Council on the _____ day of _____, 20____, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places as shown and set forth in and upon said map or plat. and said City Council further authorized the Mayor to note the acceptence thereof by signing his name as herein above described.

Witness my hand this _____ day of _____, 20_____.

_____
Clerk City of Sherman, Texas

STATE OF TEXAS:
COUNTY OF GRAYSON:

WHEREAS, _____, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described in this plat.
OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a home-rule municipality, hereinafter called CITY, and the Sherman Municipal Airport, hereinafter called AIRPORT, and their respective successors and assigns, of and from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of any and all aircraft ("aircraft" being defined for the purpose of this instrument as any contrivance now known or hereinafter invented, including but not limited to jet, propeller-driven, civil, military, experimental or commercial aircraft and helicopters, regardless of existing or future noise levels, designed or used for the purpose of transporting persons or property through the air, by whoever owned or operated), in the airspace over OWNER's property. Such release shall include, but not be limited to, any damages to OWNER'S property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at, taking off from, operating at or on, or being maintained at the Sherman Municipal Airport, whether such claim be for injury or death to person or persons or damages to or taking of property.
This Release shall be binding upon OWNER and OWNER's successors, heirs, executors, administrators and assigns, , and shall be a covenant running with the land.
Executed this _____ day of _____, AD, 20 ___.

_____
Owner

STATE OF TEXAS :
COUNTY OF GRAYSON :

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____, do hereby adopt this plat designating the hereinabove property as the LOT 1, BLOCK 1 SHERMAN CROSSROADS COMMERCIAL ADDITION, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part of any buildings, fences, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strip(s and any public or private utility shall, at all times, have a right of ingress or egress to and from and upon the said easements stripes for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject ot all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this _____ day of _____,20___.

Sherman Crossroads LTD

By: _____

Name: _____

Title: _____

STATE OF TEXAS:
COUNTY OF GRAYSON :

Before me, the undersigned authority, a Notary Public in and for said County and State on this date personally appeared_____, Owner, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purpose and considerations therein expressed.

given my hand and seal of office, this the _____ day of _____, 20___.

_____
Notary Public, State of Texas

My Commission expires :_____

KNOW ALL MEN BY THESE PRESENTS:

That I, Eduardo Martinez, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the platting rules and regulations of the City of Sherman, Texas.

PRELIMINARY - FOR REVIEW
Eduardo Martinez,
Registered Professional Land Surveyor No. 5274

STATE OF TEXAS:
COUNTY OF GRAYSON :

Before me, the undersigned authority, a Notary Public in and for The State of Texas, on this date personally appeared Eduardo Martinez, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and considerations therein expressed and in the capacity therein stated.

given my hand and seal of office, this the _____ day of _____, 20___.

_____
Notary Public, State of Texas

DEVELOPER / OWNER:
SHERMAN CROSSROADS LTD
4560 BELT LINE RD
SUITE 400
ADDISON, TEXAS 75001
PHONE: (972) 934-8414

ENGINEER / SURVEYOR:
QUIDDITY
TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS REGISTRATION NO. F-23290 & 10046100
2805 DALLAS PARKWAY, SUITE 600
PLANO, TEXAS 75093
PHONE: (972) 488-3880
CONTACT: EDUARDO MARTINEZ, RPLS

FINAL PLAT
OF
SHERMAN CROSSROADS COMMERCIAL ADDITION

BEING 1.00 ACRE OUT OF THE
PRESTON KITCHEN SURVEY
ABSTRACT NO. 667
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

APRIL 2023

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

May 8, 2023

Sherman Crossroads, LTD
4560 Belt Line Rd., Ste. 400
Addison, TX 75001

Quiddity
Attn: Eduardo Martinez
2805 Dallas Parkway, Ste. 600
Plano, TX 75093

Dear Applicants,

The request for approval of the Final Plat of Sherman Crossroads Commercial Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, May 16, 2023 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Site unable to gravity wastewater to wastewater main on Crossroads Blvd. Must extend gravity wastewater to site or install privately owned and maintained lift station and force main to a new man hole installed over public wastewater main on Crossroads Blvd.
2. Graphically show edge of pavement on drawing. *Code of Ordinances, Chapter 10, Exhibit A, Sec. 6(B)(7)*
3. The width of the pavement for streets shall be shown on the plat.
4. Remove "Prop." from Access Easement on plat.
5. Metes and bounds do not match drawing. Correct appropriately. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
6. Correct spelling and grammatical errors in dedication block and notary blocks.
7. 5' Drainage Easement on western portion of property to show as a "5' Private Drainage Easement."
8. Developer must obtain off-site storm sewer easement from adjacent property owner via separate instrument. Easement to be shown on plat with instrument information.
9. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
10. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*

11. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
12. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
13. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

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

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Dillon Stewart, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 6.

Meeting Date: 05/16/2023

Prepared by: Lauren Marlow, Development Services Coordinator
Rob Rae, Director of Development Services

Clay Mahone, Chairman	
David Downtain, Vice Chairman	Paul Manley, Commissioner
Shawn Davis, Commissioner	Glenn Whitaker, Commissioner
Leigh Ann Sims, Commissioner	Bryan Blagg, Commissioner

Requested Action/Proposed Use:

* **3600 BLOCK CROSSROADS BOULEVARD (Project No. 23-002206)**

The request of William Harkinson, Sherman Crossroads, LTD (Owner), Alek Strimple, P.E. (Representative), David Lapp, LEVEL 5 (Developer) and Quiddity (Engineer/Land Surveyor) concerning the property located in the 3600 Block Crossroads Boulevard, consisting of 1.00 acre in the Preston Kitchen Survey, Abstract No. 667, and is currently located in the Blalock Industrial Park/Blalock Commercial Overlay District/PD (Planned Development), as follows:

Planning and Zoning Commission

Final Plat of Sherman Crossroads Commercial Addition

Background:

The property is located at 3600 Block Crossroads Boulevard between West Travis Street and West FM 1417 and located in the Blalock Industrial Park Planned Development/Blalock Commercial Overlay District. The owner is requesting to plat the property into one lot for commercial development.

The following has been approved for this location:

- March 21, 2023 - Public Hearing and Variance under Section 14.03.007(7) to allow a 25’ front setback in lieu of the required 55.7’ in the Blalock Industrial Park Planned Development/Blalock Commercial Overlay District.
- March 21, 2023 - Public Hearing and Variance under Section 14.03.007(7) to allow a 15’ side setback in lieu of the required 55.7’ in the Blalock Industrial Park Planned Development/Blalock Commercial Overlay District.
- March 21, 2023 - Public Hearing and Variance under Section 14.03.007(7) to allow a 15’ rear setback in lieu of the required 55.7’ in the Blalock Industrial Park Planned Development/Blalock Commercial Overlay District.
- March 21, 2023 - Site Plan of Neighborhood Credit Union
- March 21, 2023 - Preliminary Plat of Sherman Crossroads Commercial Addition

Adjacent Zoning:

Blalock Industrial Park/Blalock Commercial Overlay District
PD (Planned Development)

Origination:

William Harkinson, Sherman Crossroads, LTD (Owner)
Alek Strimple, P.E. (Representative)
David Lapp, LEVEL 5 (Developer)
Quiddity (Engineer/Land Surveyor)
GAHL Architecture, Inc. (Architect)

Master Plan Designation:

Not Applicable.

Number of notices mailed:

0

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Narrative
Final Plat
STAFF REVIEW LETTER - Engineering

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Called Meeting **H. 3.**

Meeting Date: 06/09/2023

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Replat of Sherman Crossroads, Phase IV, Lots 28, 29, 30, & 31, Block 2, consisting of 5.65 acres in the Preston Kitchen Survey, Abstract No. 667, and being Lot 6R, Block 2, of Sherman Crossroads, Phase II, and is currently zoned PD (Planned Development)/ Blalock Industrial Park/Blalock Commercial Overlay District; Sherman Crossroads, LTD, Owner; and A&W Surveyors, Surveyor (3320-3550 Block Crossroads Boulevard)

Issue:

To consider the Replat of Sherman Crossroads, Phase IV, Lots 28, 29, 30, & 31, Block 2, consisting of 5.65 acres in the Preston Kitchen Survey, Abstract No. 667, and being Lot 6R, Block 2, of Sherman Crossroads, Phase II, and is currently zoned PD (Planned Development)/ Blalock Industrial Park/Blalock Commercial Overlay District; Sherman Crossroads, LTD, Owner; and A&W Surveyors, Surveyor (3320-3550 Block Crossroads Boulevard)

Background:

The property is located at 3320-3550 Block Crossroads Boulevard between West FM 1417 and West Travis Street. The owner would like to plat the property into four lots for commercial development.

Origination:

Sherman Crossroads, LTD (Owners)
A&W Surveyors (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 16, 2023 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Replat
Staff Review Letter
P&Z Communication



dlagrone H:\PLANNING\Public Notification KT.aprx

5/3/2023

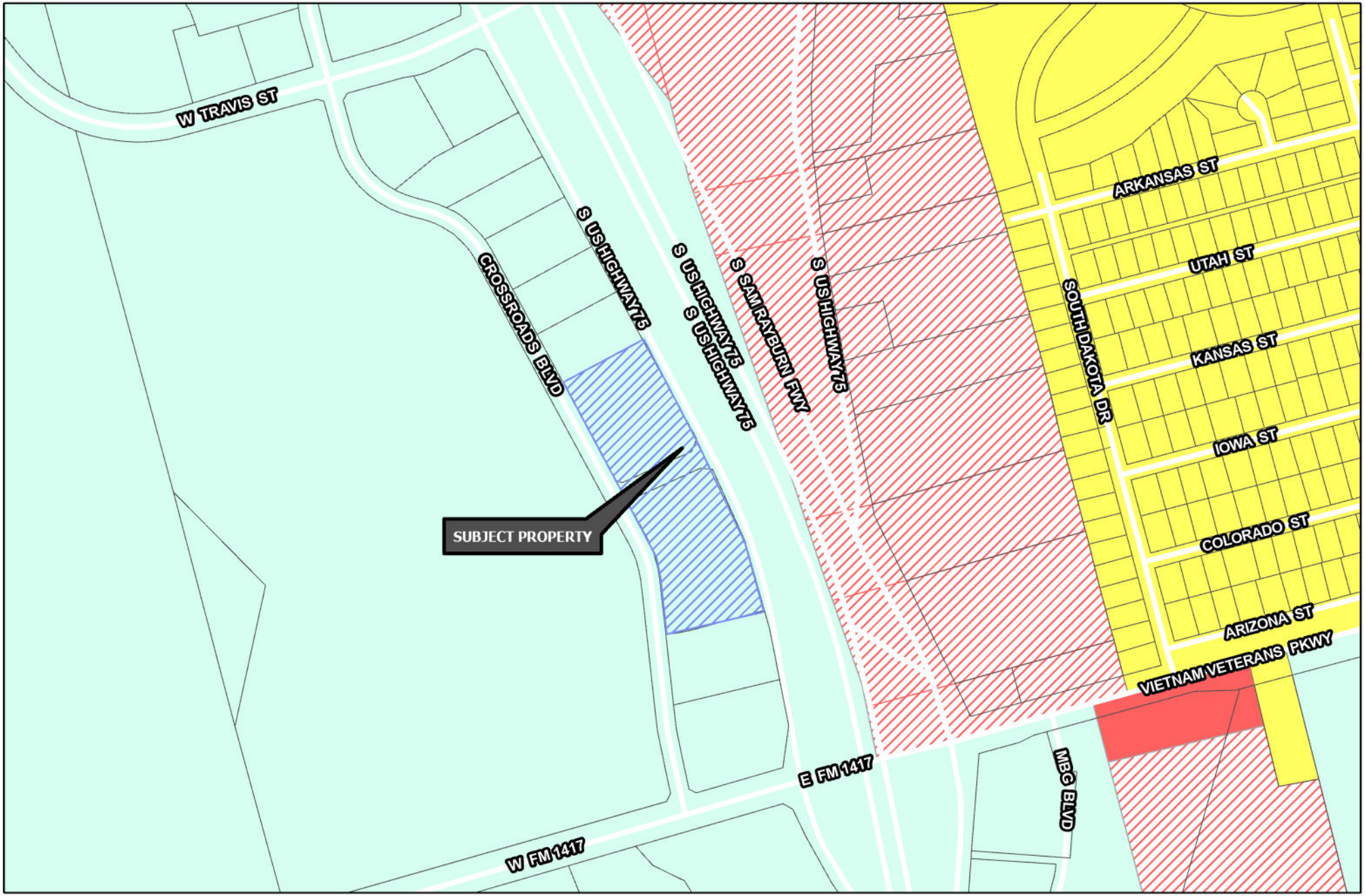
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
3320-3550 BLKS CROSSROADS BLVD

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Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

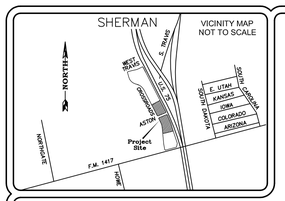
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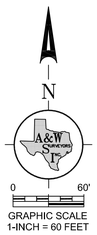
Road Names All

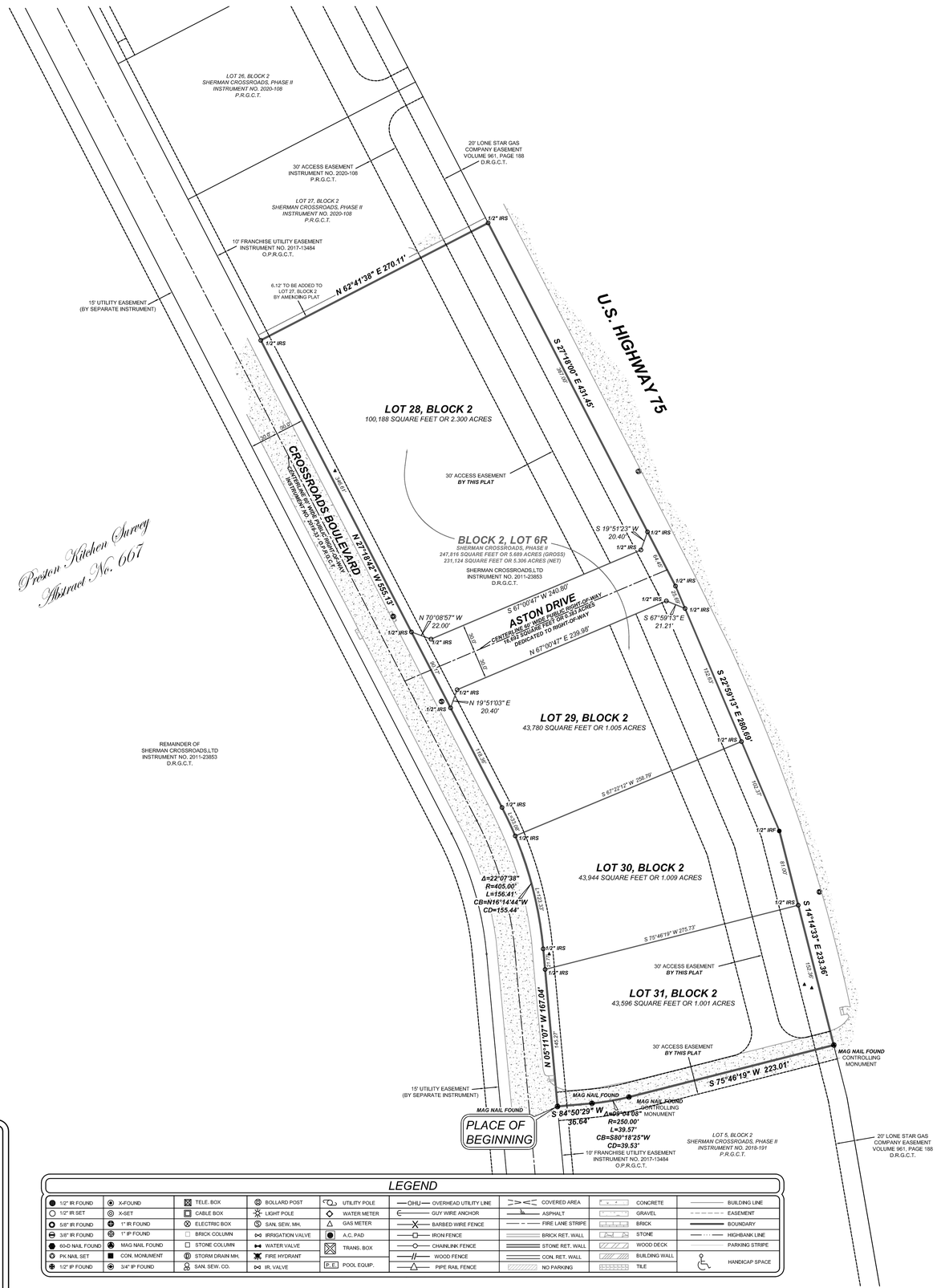
CITY OF SHERMAN
ZONING MAP
3320-3550 BLKS CROSSROADS BLVD

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SURVEYOR'S NOTES

1. ALL 1/2" IRON RODS SET WITH A YELLOW PLASTIC CAP STAMPED "RPLS 5310".

2. BEARINGS ARE BASED UPON TEXAS STATE PLAIN COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), NORTH CENTRAL ZONE 4202.

3. NO PORTION OF THE SUBJECT PROPERTY LIES WITHIN ANY AREA OF 100-YEAR FLOOD, ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 485509 0405 F, DATED SEPTEMBER 29, 2010. PROPERTY IS IN ZONE X.

4. THE PURPOSE OF THIS PLAT IS TO CREATE FOUR PLATTED LOTS FROM ONE TRACT OF LAND.

6. NO STRCTURES ARE LOCATED ON THE SUBJECT PROPERTY.

LEGEND

1/2" IR FOUND	X-FOUND	TELE. BOX	BOLLARD POST	UTILITY POLE	OHU OVERHEAD UTILITY LINE	COVERED AREA	CONCRETE	BUILDING LINE
1/2" IR SET	X-SET	CABLE BOX	LIGHT POLE	WATER METER	GUY WIRE ANCHOR	ASPHALT	GRAVEL	EASEMENT
5/8" IR FOUND	1" IR FOUND	ELECTRIC BOX	GAS METER	SAN. SEW. MH.	BARBED WIRE FENCE	FIRE LANE STRIPE	BRICK	BOUNDARY
3/8" IR FOUND	1" IP FOUND	BRICK COLUMN	IRRIGATION VALVE	A.C. PAD	IRON FENCE	BRICK RET. WALL	STONE	HIGHBANK LINE
60-D NAIL FOUND	MAG NAIL FOUND	STONE COLUMN	WATER VALVE	TRANS. BOX	CHAINLINK FENCE	STONE RET. WALL	WOOD DECK	PARKING STRIPE
PK NAIL SET	CON. MONUMENT	STORM DRAIN MH.	FIRE HYDRANT	P.E. POOL EQUIP.	WOOD FENCE	CON. RET. WALL	BUILDING WALL	HANDICAP SPACE
1/2" IP FOUND	3/4" IP FOUND	SAN. SEW. CO.	IR. VALVE		PIPE RAIL FENCE	NO PARKING	TILE	

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF GRAYSON

WHEREAS Sherman Crossroads, LTD is the sole owner of a tract of land located in the PRESTON KITCHEN SURVEY, Abstract No. 667, City of Sherman, Grayson County, Texas, and being Lot 6R, Block 2, of Sherman Crossroads, Phase II, an Addition to the City of Sherman, Grayson County, Texas, according to the plat thereof recorded in Document No. 2021-10, Plat Records, Grayson County, Texas, and being a part of the same tract of land described in deed to Sherman Crossroads, LTD, recorded in Instrument No. 2011-23853, Deed Records, Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a Mag Nail Found in the East line of Crossroads Boulevard, a 60' wide public right-of-way, at the Northwest corner of Lot 5, Block 2 of Sherman Crossroads, Phase II, an addition to the City of Sherman, Grayson County, Texas, according to the plat thereof recorded in Document Number 2019-191, Plat Records, Grayson County, Texas;

Thence North 05°11'07" West, along said East line, a distance of 167.04' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner at the beginning of a tangent curve to the left having a central angle of 22°07'38", a radius of 405.00' and a chord bearing and distance of North 16°14'44" West, 155.44';

Thence Northwesterly along said East line and said curve to the left, an arc distance of 156.41' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence North 27°18'42" West, along said East line, a distance of 555.13' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set at the Southwest corner of Lot 27, Block 2 of Sherman Crossroads, Phase II, an addition to the City of Sherman, Grayson County, Texas, according to the plat thereof recorded in Instrument No. 2020-108, Plat Records, Grayson County, Texas;

Thence North 62°41'38" East, a distance of 270.11' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set in the Westerly line of U.S. Highway 75, at the Southeast corner of said Lot 27;

Thence South 27°18'00" East, along said Westerly line, a distance of 431.45' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence South 22°59'13" East, along said Westerly line, a distance of 280.69' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence South 14°14'33" East, along said Westerly lIne, a distance of 233.36' to a Mag Nail Found for corner in concrete paving at the Northeast corner of said Lot 5, Block 2, Sherman Crossroads, Phase II;

Thence South 75°46'19" West, a distance of 223.01' to a Mag Nail Found for corner in concrete paving, at the beginning of a tangent curve to the right having a central angle of 09°04'08", a radius of 250.00' and a chord bearing and distance of South 80°18'25" West, 39.53';

Thence Westerly along said curve to the right, an arc distance of 39.57' to a Mag Nail Found for corner In concrete paving;

Thence South 84°50'29" West, a distance of 36.64' to the PLACE OF BEGIINNING and containing 247,816 square feet or 5.689 acres.

STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

THAT I, John S. Turner, do hereby certify that I prepared this Replat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

PRELIMINARY, RELEASED 3-12-2023 FOR REVIEW PURPOSES ONLY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES.

John S. Turner
Registered Professional Land Surveyor, No. 5310

Date: _____

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared John S. Turner, known to me by the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of _____, 20__.

_____
Notary Public in and for the State of Texas

_____
My Commission Expires On:

OWNER'S CERTIFICATE OF DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That SHERMAN CROSSROADS LTD, acting by and through its duly authorized agent, does hereby adopt this Replat designating the herein described real property as ***REPLAT SHERMAN CROSSROADS, PHASE IV, LOTS 28, 29, 30 & 31, BLOCK 2***, an addition to the City of Sherman, Grayson County, Texas, Belng 5.689 acres situated in and being a portion of the Preston Kitchen Survey, Abstract No. 667, City of Sherman, Grayson County, Texas and does hereby dedicate to the public's use forever, the streets, alleys, parks, right-of-ways, school sites and other public places, easements shown thereon.

WITNESS, my hand at _____, _____ County, Texas, this ___ day of _____, 20___.

SHERMAN CROSSROADS, LTD
A Texas Limited Parternership
By: Sherman Crossroads GP, LLC
Its General Partner

By: _____
William J. Harkinson, Manager

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared William J. Harkinson, the Manager of Sherman Crossroads GP, LLC, a Texas limited liability company, the general partner of Sherman Crossroads, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for purposes therein expressed, and in the capacity therein stated, and as the act and deed of said limited liability company acting as general partner of said Limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 20___.

_____
Notary Public in and for the State of Texas

_____
My Commission Expires On:

STATE OF TEXAS
COUNTY OF GRAYSON

Approved this ____ day of _____, 20___, by the City Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

Accepted by the City Council of the City of Sherman:

_____
Mayor Date

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing final plat of ***REPLAT SHERMAN CROSSROADS, PHASE IV, LOTS 28, 29, 30 & 31, BLOCK 2***, to the City of Sherman was submitted to the City Council on the ___ day of _____, 20___, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements, and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the May to not the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this ____ day of _____, A.D. 20____.

_____
City Clerk, City of Sherman, Texas

A&W SURVEYORS, INC.
Professional Land Surveyors
TEXAS REGISTRATION NO. 100174-00
P.O. BOX 870029, MESQUITE, TX. 75187
PHONE: (972) 681-4975 FAX: (972) 681-4954
WWW.AWSURVEY.COM

~ PROPERTY ADDRESS: Crossroads Boulevard ~

Owner: SHERMAN CROSSROADS, LTD
~ 4650 BELTLINE ROAD, STE. 400, ADDISON, TX 75001 ~
~ 972-934-8414, ext. 3202 ~

Job No. 22-2003	Drawn by: 543	Date:03-11-2023	Revised:

"A professional company operating in your best interest"

REPLAT

SHERMAN CROSSROADS, PHASE IV
LOTS 28, 29, 30 & 31, BLOCK 2

AN ADDITION TO THE CITY SHERMAN, GRAYSON COUNTY, TEXAS
BEING A REPLAT OF SHERMAN CROSSROADS, PHASE II, LOT 6R, BLOCK 2
AND BEING SITUATED IN THE
PRESTON KITCHEN SURVEY, ABSTRACT NO. 667
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

May 8, 2023

Sherman Crossroads, LTD
4650 Beltline Rd., Ste. 400
Addison, TX 75001

A&W Surveyors, Inc.
P.O. Box 870029
Mesquite, TX 75187

Dear Applicants,

The request for approval of the Plat of Sherman Crossroads, Phase IV has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, May 16, 2023 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Lot 27 to be included in this plat. Remainder lots will not be permitted.
2. Plat Title, Dedication block, and Ownership block to read "Sherman Crossroads, Phase IV, being a replat of..."
3. Mutual Access Easement on Lot 5, Block 2, Sherman Crossroads, Phase II to be dedicated as a separate instrument with instrument information shown on this plat drawing. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
4. Graphically show 30' Access Easement along eastern portion of subject property as established in Instrument No. 2021-113, Plat Records, Grayson County, Texas. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
5. 30' Access Easement along eastern portion of subject property to show as established in Instrument No. 2021-113, Plat Records, Grayson County, Texas. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
6. Mutual Access Easement to show distances and calls from Right of Way on drawing.
7. 15' Utility Easement on west side of Crossroads Boulevard to show separate instrument information. If no separate instrument has not been filed of record, remove from plat drawing. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
8. Indicate size, type, and instrument information of easements, i.e. Lone Star Gas Company, City of Sherman, shown on easternmost portion of plat. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
9. Addition Name, Lot and Block numbers, surrounding plat references, and calls must be in Arial, Calibri, or Times New Roman font. *Code of Ordinances Chapter 10.05, Exhibit A, Section 6(B)*
10. Metes and bounds must match drawing. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*

11. Add Avigation Release to plat. Coordinate with Engineering Department for language. *Code of Ordinances Chapter 14, Article 14.02*
12. Water main must be extended across Crossroads Boulevard in accordance with City criteria to serve proposed Lots 29 & 30. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G)*
13. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
14. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
15. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
16. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

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

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Dillon Stewart, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 12.

Meeting Date: 05/16/2023

Prepared by: Lauren Marlow, Development Services Coordinator
Rob Rae, Director of Development Services

Clay Mahone, Chairman	
David Downtain, Vice Chairman	Paul Manley, Commissioner
Shawn Davis, Commissioner	Glenn Whitaker, Commissioner
Leigh Ann Sims, Commissioner	Bryan Blagg, Commissioner

Requested Action/Proposed Use:

* **3320-3550 BLOCK CROSSROADS BOULEVARD**

The request of Sherman Crossroads, LTD (Owners) and A&W Surveyors (Surveyor) concerning the property located at 3320-3550 Block Crossroads Boulevard, consisting of 5.65 acres in the Preston Kitchen Survey, Abstract No. 667, and being Lot 6R, Block 2, of Sherman Crossroads, Phase II, and is currently zoned PD (Planned Development)/ Blalock Industrial Park/Blalock Commercial Overlay District, as follows:

Planning & Zoning Commission

Replat of Sherman Crossroads, Phase IV, Lots 28, 29, 30, & 31, Block 2

Background:

The property is located at 3320-3550 Block Crossroads Boulevard between West FM 1417 and West Travis Street. The owner would like to plat the property into four lots for commercial development.

Adjacent Zoning:

PD (Planned Development)
Blalock Industrial Park
Blalock Commercial Overlay District

Origination:

Sherman Crossroads, LTD (Owners)
A&W Surveyors (Surveyor)

Master Plan Designation:

Not Applicable.

Number of notices mailed:

0

Objections Received:
0

Development Review Meeting:
No

Attachments

Location Map
Zoning Map
Replat
STAFF REVIEW LETTER - Engineering

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Called Meeting **H. 4.**

Meeting Date: 06/09/2023

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final Plat of 1411 East Chaffin Addition, consisting of 0.273 acres in the G.B. Pilant Survey, Abstract No. 963, and is currently zoned R-6 (Single Family Residential) District; James and Leah Harrison, Owner and Preston Trail Land Surveying, Surveyor (1411 East Chaffin Street)

Issue:

To consider Final Plat of 1411 East Chaffin Addition, consisting of 0.273 acres in the G.B. Pilant Survey, Abstract No. 963, and is currently zoned R-6 (Single Family Residential) District; James and Leah Harrison, Owner and Preston Trail Land Surveying, Surveyor (1411 East Chaffin Street)

Background:

The property is located at 1411 East Chaffin between North Lee Street and North Grand Avenue. The owner is requesting to plat the property into one lot for residential development.

Origination:

James and Leah Harrison (Owner)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

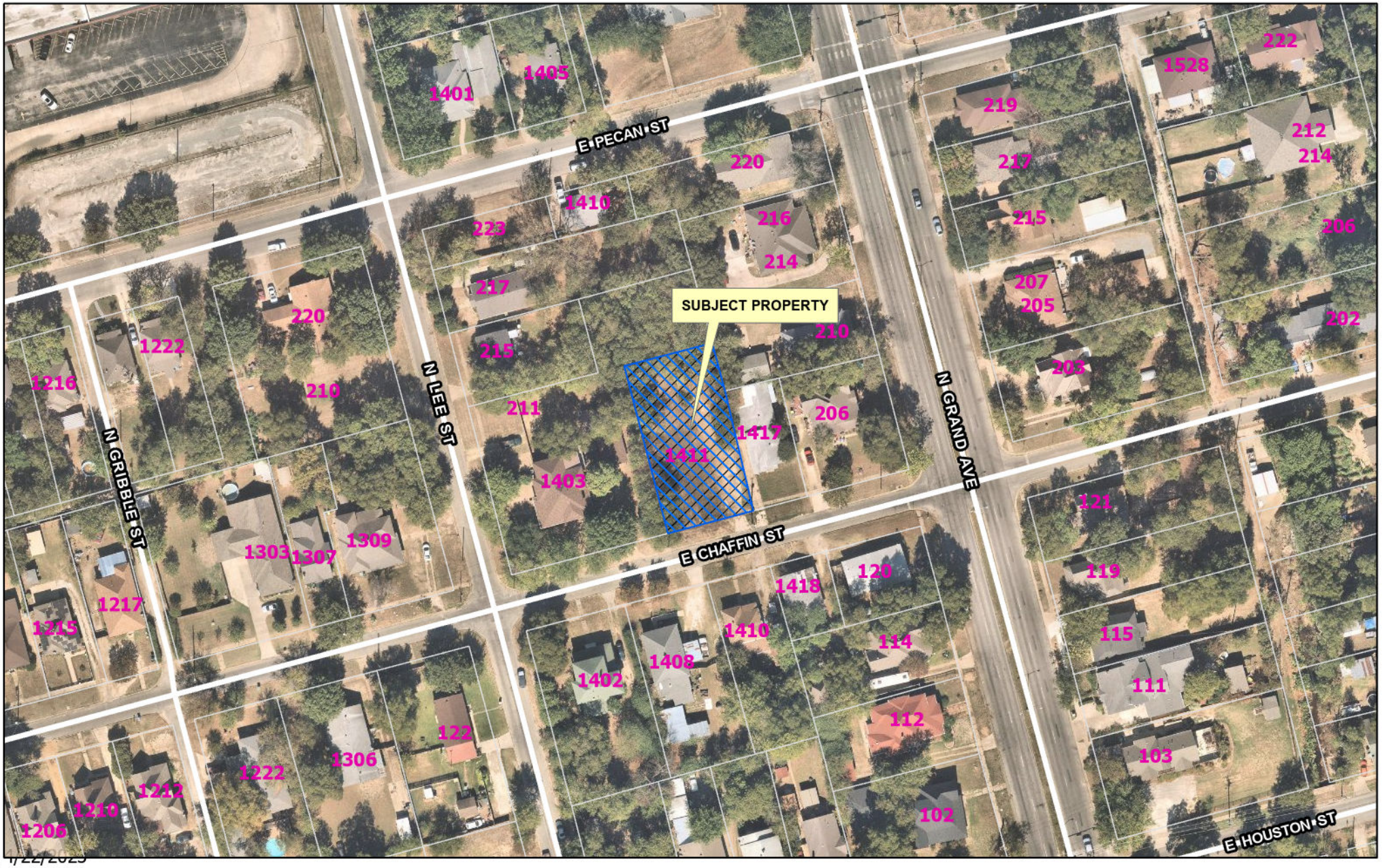
At the May 16, 2023 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat



diagrone H:\PLANNING\Public Notification KT.aprx

1/22/2023

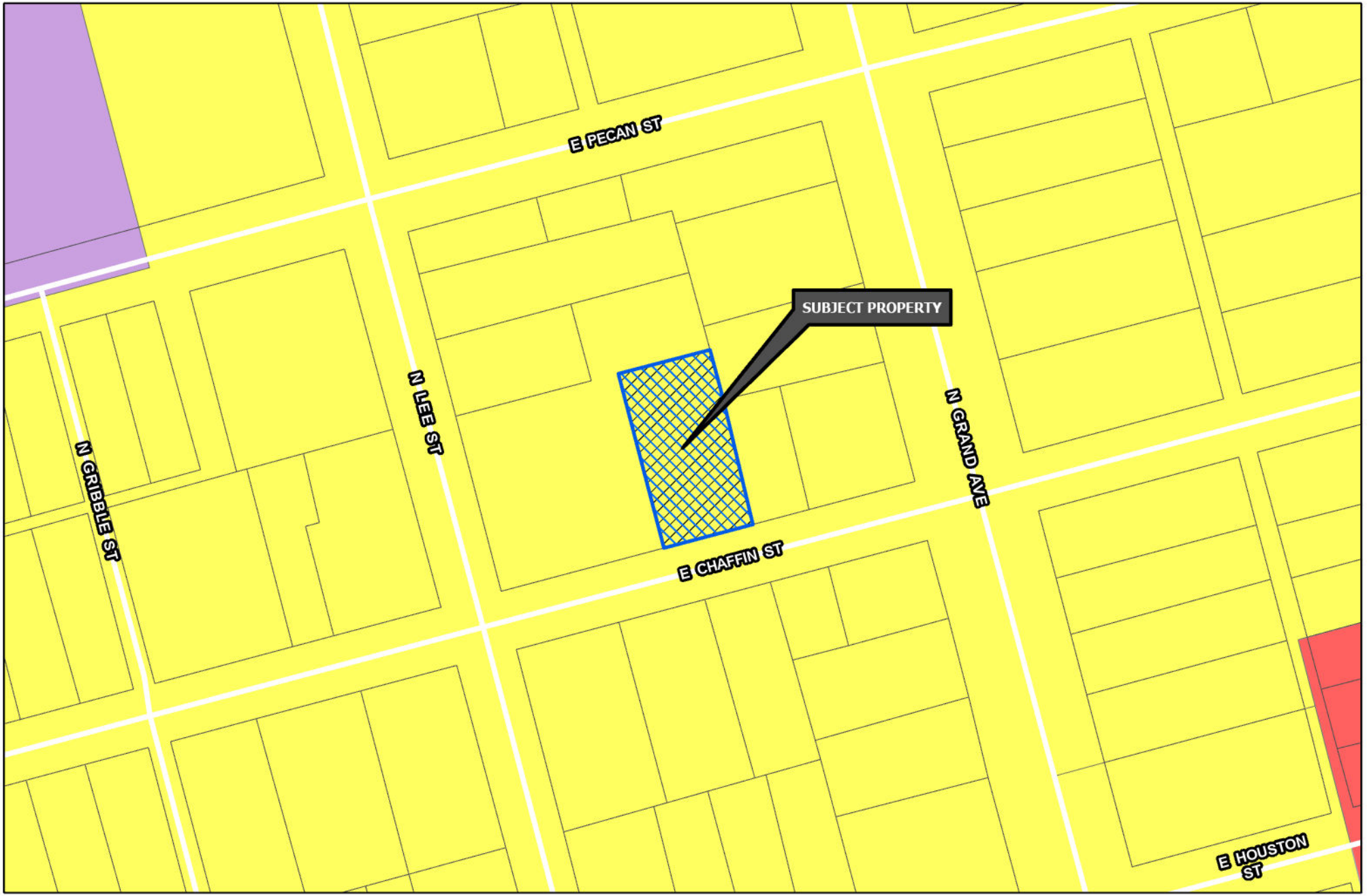
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
1411 E CHAFFIN ST

N
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Date: 4/22/2023 3:27 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

CITY OF SHERMAN ZONING MAP 1411 E CHAFFIN ST

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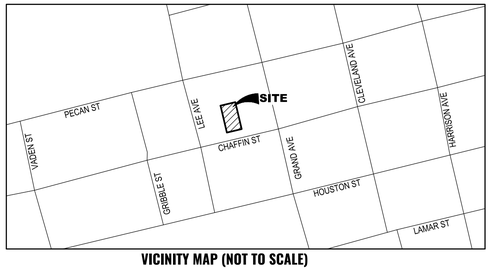
Date: 4/22/2023 3:33 PM

G.B PILANT SURVEY
ABSTRACT NO. 963

0 10 20
GRAPHIC SCALE IN FEET

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.





VICINITY MAP (NOT TO SCALE)

FLOOD STATEMENT:

I have examined the F.E.M.A. Flood Insurance Rate Map for the City of Sherman, Grayson County, Texas, Community Number 485509, effective date 09/01/2022 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood" as shown on Panel 0290 G of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

LEGEND

●	FOUND MONUMENT	R.O.W.	RIGHT-OF-WAY
○	SET MONUMENT	D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET	O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
IRFC	IRON ROD FOUND W/PLASTIC CAP		
IRF	IRON ROD FOUND	VOL., PG.	VOLUME, PAGE
IPF	IRON PIPE FOUND	INST. NO.	INSTRUMENT NO.
MFCP	METAL FENCE CORNER POST	———	BOUNDARY LINE
BRS	BEARS	— — —	ADJOINER LINE
CM	CONTROLLING MONUMENT	//////	ASPHALT
( )	DEED OR PLAT CALL		

STATE OF TEXAS §
COUNTY OF GRAYSON §

OWNER'S CERTIFICATE

WHEREAS James and Leah Harrison are the owners of all of that certain tract or parcel of land situated in the G.B. Pilant Survey, Abstract No. 963, City of Sherman, Grayson County, Texas, and being a re-tracement survey of a called 79-feet by 150-feet tract of land described in the deed to James Harrison and Leah Harrison, recorded in Instrument No. 2022-24261, Official Records, Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1-inch iron rod found for the northwest corner of said 79-foot by 150-foot tract, common to the northeast corner of a called 11 foot wide strip of land described in the deed to Foy Simmons Smith, recorded in Volume 993, Page 140, Deed Records, Grayson County, Texas, and on the southerly line of a called 57-foot by 105-foot tract of land described as Tract One in the deed to James J. Harrison and Leah N. Harrison, recorded in Volume 4276, Page 198, said Official Records, and from which a 1/2-inch iron rod found for the northwest corner of a called 50-foot by 100-foot tract of land described as Tract Two in the deed to James J. Harrison and Leah H. Harrison, recorded in Volume 3947, Page 716, said Official Records bears South 74°51'30" West, a distance of 127.65 feet;

THENCE North 74°51'30" East, with the northerly line of said 79-foot by 150-foot tract, and with the southerly line of said 57-foot by 105-foot tract, a distance of 78.61 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" (Hereinafter referred to as Capped Iron Rod) set for the northeast corner of said 79-foot by 105-foot tract, common to the southeast corner of said 57-foot by 105-foot tract, and on the westerly line of a tract of land described in the deed to Michael Brooks, recorded in Instrument No. 2019-1307, said Official Records, and on the westerly line of Lot 2, in Block 31, of College Park Addition, an addition to the City of Sherman, Grayson County, Texas, according to the plat thereof recorded in Volume 81, Page 440, said Deed Records, and from which a 1/2-iron rod found for the northwest corner of said Brooks Tract bears North 14°47'40" West, a distance of 27.47 feet;

THENCE South 14°47'40" East, with the easterly line of said 79-foot by 150-foot tract, and with the westerly line of said Brooks Tract, and with the westerly line of said Lot 2, passing en route at a distance of 48.47 feet a metal fence corner post found for the occupied southwest corner of said Brooks Tract, common to the southwest corner of said Lot 2, and common to the northwest corner of a tract of land described in the deed to Dean Bosse, recorded in Volume 5841, Page 162, said Official Records, and common to the northwest corner of Lot 3, in said Block 31, and continuing on said course, with the westerly line of said Bosse Tract, and with the westerly line of said Lot 3 part of the way, and with the westerly line of Lot 4, in said Block 31, a total distance of 150.97 feet to a Capped Iron Rod set for the southeast corner of said 79-foot by 150-foot tract, common to the southwest corner of said Bosse Tract, and common to the southwest corner of said Lot 4, and on the northerly line of East Chaffin Street, and from which a 1/2-inch iron pipe found for the southeast corner of said Bosse Tract bears North 75°04'54" East, a distance of 48.00 feet;

THENCE South 75°04'54" West, with the southerly line of said 79-foot by 150-foot tract, and with the northerly line of said East Chaffin Street, a distance of 79.00 feet to a Capped Iron Rod set for the southwest corner of said 79-foot by 150-foot tract, common to the southeast corner of aforesaid Smith Tract;

THENCE North 14°38'44" West, with the westerly line of said of said 79-foot by 150-foot tract, and with the easterly line of said Smith Tract, a distance of 150.67 feet to the POINT OF BEGINNING and enclosing 0.273 of an acre (11,885 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That **James and Leah Harrison**, do hereby adopt this plat designating the hereinbefore described property as **1411 EAST CHAFFIN ADDITION**, an Addition to the City of Sherman, Grayson County, Texas, and does hereby dedicate to the public use forever all streets, rights-of-way, alleys and easements shown thereon. The City or any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and the City or any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Sherman, Texas.

BY: _____
James Harrison

STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **James Harrison**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20_____.

_____
Notary Public in and for the State of Texas

BY: _____
Leah Harrison

STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **Leah Harrison**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 20_____.

_____
Notary Public in and for the State of Texas

CITY COUNCIL CERTIFICATE OF ACCEPTANCE

Accepted by the City Council of the City of Sherman, Texas:

_____ _____ _____
Mayor, City of Sherman, Texas Date

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing plat of **1411 EAST CHAFFIN ADDITION**, to the City of Sherman was submitted to the City Council on the _____ day of _____, 20_____, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places as shown and set forth in and upon said map or plat and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this _____ day of _____, A.D. 20____.

_____
Clerk, City of Sherman, Texas

PLANNING AND ZONING COMMISSION CERTIFICATE OF ACCEPTANCE

Accepted this _____ day of _____, 20____, by the City Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

AVIGATION RELEASE

STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS, **James and Leah Harrison**, hereinafter called OWNERS (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as **1411 EAST CHAFFIN ADDITION**, an addition to the City of Sherman, Grayson County, Texas.

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

It is agreed that this Release shall be binding upon OWNERS, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at **1411 EAST CHAFFIN ADDITION**, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this ____ day of _____, 20___.

By: _____
James Harrison

By: _____
Leah Harrison

SURVEYORS CERTIFICATE

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground and that all monuments shown hereon actually actually exist and that their location, size, and material are correctly shown.

_____
Chris R. Noah Date
Registered Professional Land Surveyor No. 6585

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

OWNER/DEVELOPER:
James and Leah Harrison
1403 East Chaffin Street
Sherman, TX 75090
Ph: 903-818-0753

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
787 W FM 996
Pottsboro, TX 75076
Ph: 903-786-6029

FINAL PLAT
1411 EAST CHAFFIN ADDITION
0.273 OF AN ACRE
G.B. PILANT SURVEY, ABSTRACT NO. 963
City of Sherman, Grayson County, Texas

Preston Trail LAND SURVEYING
787 W FM 996
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

TBPLS Firm No. 10194175	Drawn by: LGT	Scale: 1"=20'	Project No. 23-0140
	Checked by: CRN	Date: 04/06/2023	Sheet No. 1 of 1

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

May 8, 2023

James and Leah Harrison
1403 East Chaffin St.
Sherman, TX 75090

Preston Trail Land Surveying LLC
Attn: Chris Noah
787 W. FM 996
Pottsboro, TX 75076

Dear Applicants,

The request for approval of the Final Plat of 1411 East Chaffin Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, May 16, 2023 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. 10' Utility Easement is only necessary along street frontage. Remove 5' Utility Easements from Northern, Eastern, and Western boundary lines. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
2. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
3. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
4. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
5. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

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

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Dillon Stewart, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 7.

Meeting Date: 05/16/2023

Prepared by: Lauren Marlow, Development Services Coordinator
Rob Rae, Director of Development Services

Clay Mahone, Chairman	
David Downtain, Vice Chairman	Paul Manley, Commissioner
Shawn Davis, Commissioner	Glenn Whitaker, Commissioner
Leigh Ann Sims, Commissioner	Bryan Blagg, Commissioner

Requested Action/Proposed Use:

* **1411 EAST CHAFFIN STREET (Project No. 23-002207)**

The request of James and Leah Harrison (Owner) and Preston Trail Land Surveying (Surveyor) concerning the property located at 1411 East Chaffin Street, consisting of 0.273 acres in the G.B. Pilant Survey, Abstract No. 963, and is currently zoned R-6 (Single Family Residential) District, as follows:

Planning and Zoning Commission

Final Plat of 1411 East Chaffin Addition

Background:

The property is located at 1411 East Chaffin between North Lee Street and North Grand Avenue. The owner is requesting to plat the property into one lot for residential development.

Adjacent Zoning:

R-6 (Single Family Residential) District

Origination:

James and Leah Harrison (Owner)
Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

Not Applicable.

Number of notices mailed:

0

Objections Received:

0

Development Review Meeting:
Yes

Attachments

Location Map
Zoning Map
Final Plat
STAFF REVIEW LETTER - Engineering

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Called Meeting **H. 5.**

Meeting Date: 06/09/2023

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Public Hearing and Replat of Montano Addition, consisting of 0.173 acres, being a part of Lot 3 and Lot 4, Block 5 of the Epsteins Addition, and is currently zoned R-6 (Single Family Residential) District; Javier Montano, JDM Builderz, LLC, Owner and Caleb Jones, Underwood Drafting & Surveying, Inc., Surveyor (921 South Willow Street)

Issue:

To consider the Public Hearing and Replat of Montano Addition, consisting of 0.173 acres, being a part of Lot 3 and Lot 4, Block 5 of the Epsteins Addition, and is currently zoned R-6 (Single Family Residential) District; Javier Montano, JDM Builderz, LLC, Owner and Caleb Jones, Underwood Drafting & Surveying, Inc., Surveyor (921 South Willow Street)

Background:

The property is located at 921 South Willow Street between East Epstein Street and East Thomas Street. The owner would like to plat the property into one lot for residential development.

The following has been approved for this location:
5/16/2023 - Variance under Section 14.02.006 to allow a 94.20’ lot depth in lieu of the required 100 lot depth.

Origination:

Javier Montano, JDM Builderz, LLC (Owner)
Underwood Drafting & Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

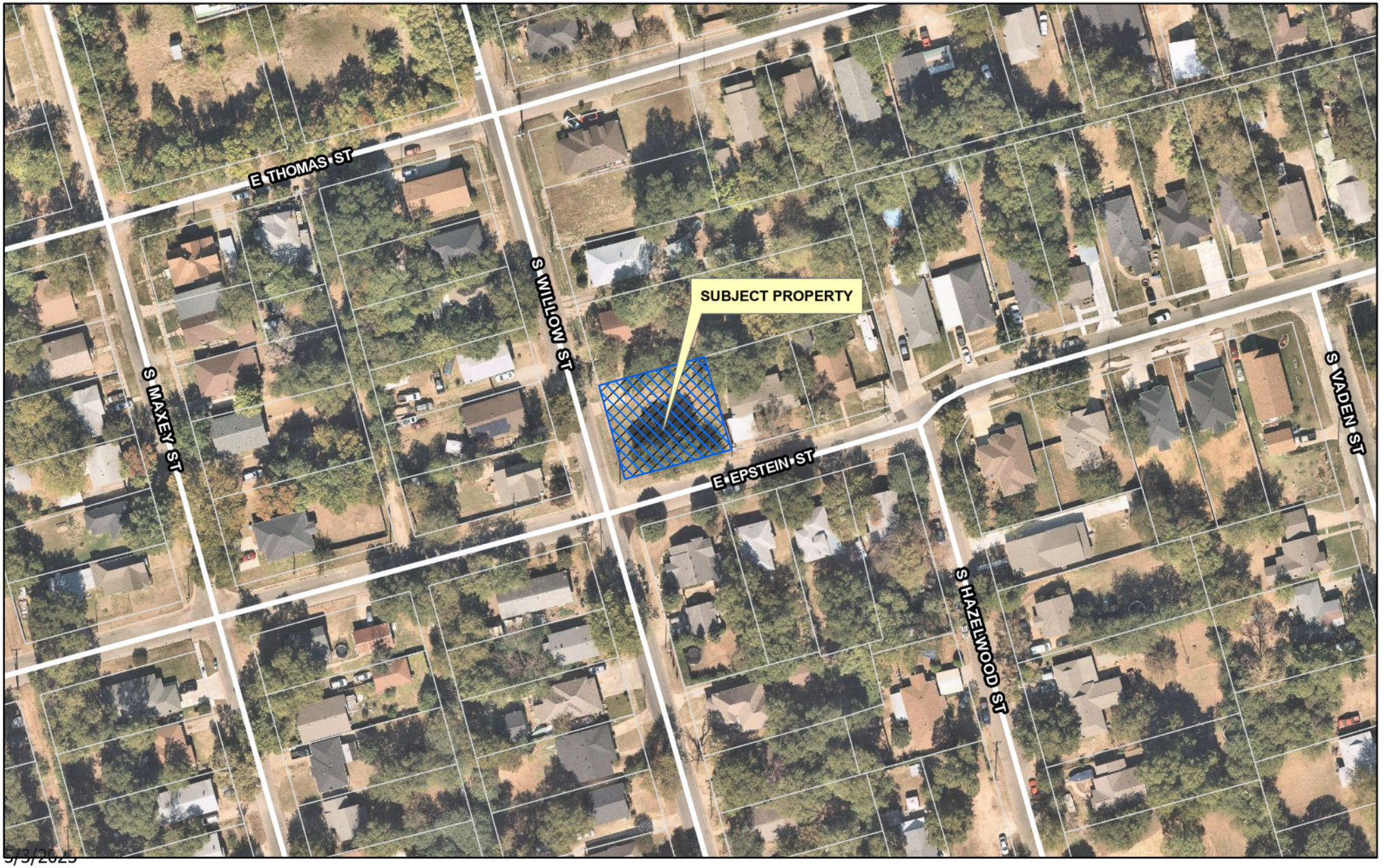
At the May 16, 2023 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Final Plat
Staff Review Letter
P&Z Communication



5/3/2023

dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
921 S WILLOW ST

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Date: 5/3/2023 4:57 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

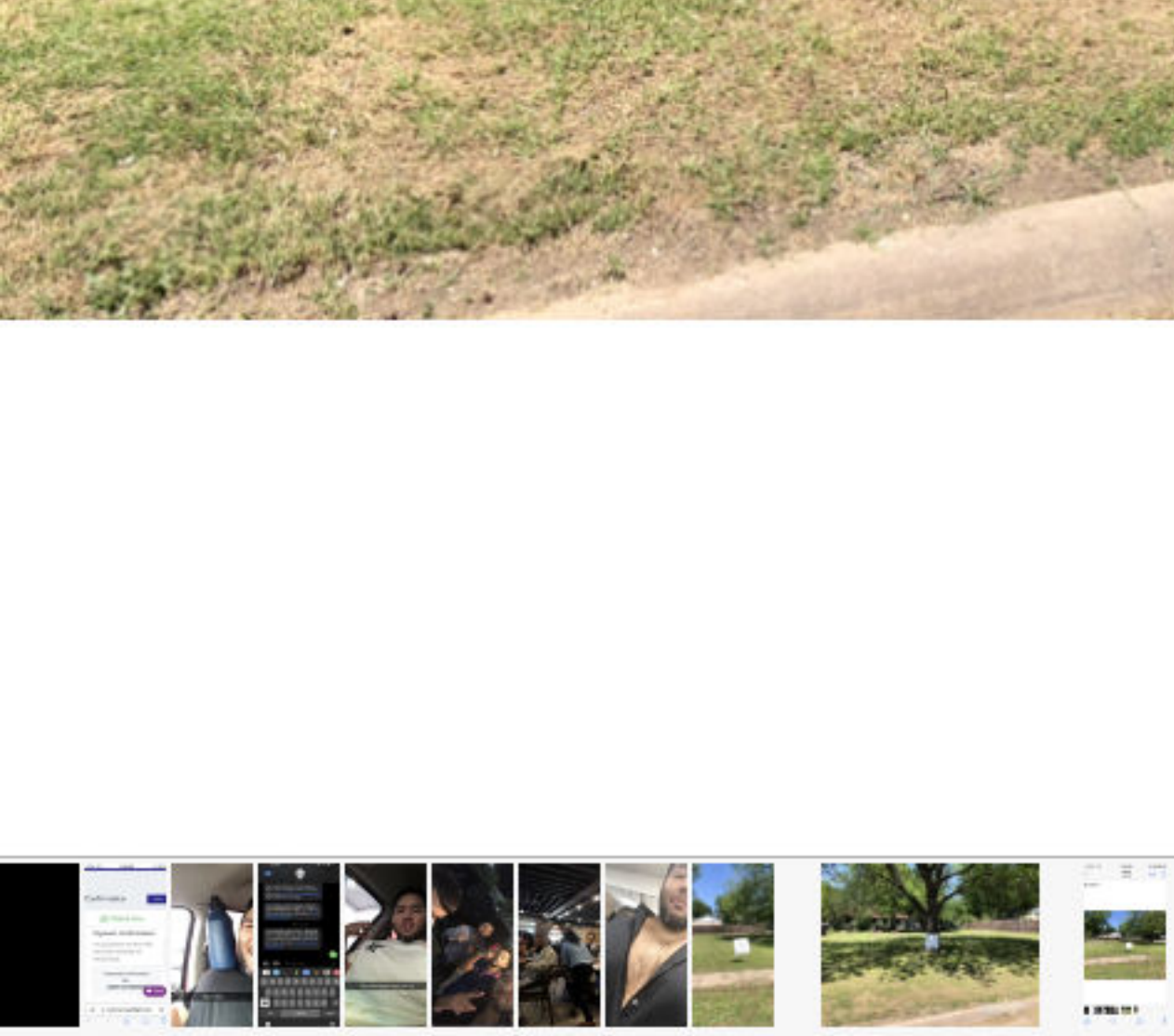
- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential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

CITY OF SHERMAN ZONING MAP 921 S WILLOW ST

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Date: 5/3/2023 4:58 PM


NOTICE OF
PROPOSED
REPLAT





JOB NO. 23030290

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

GRAPHIC SCALE

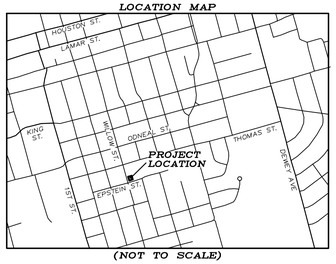
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(IN FEET)
1 inch = 30 ft.

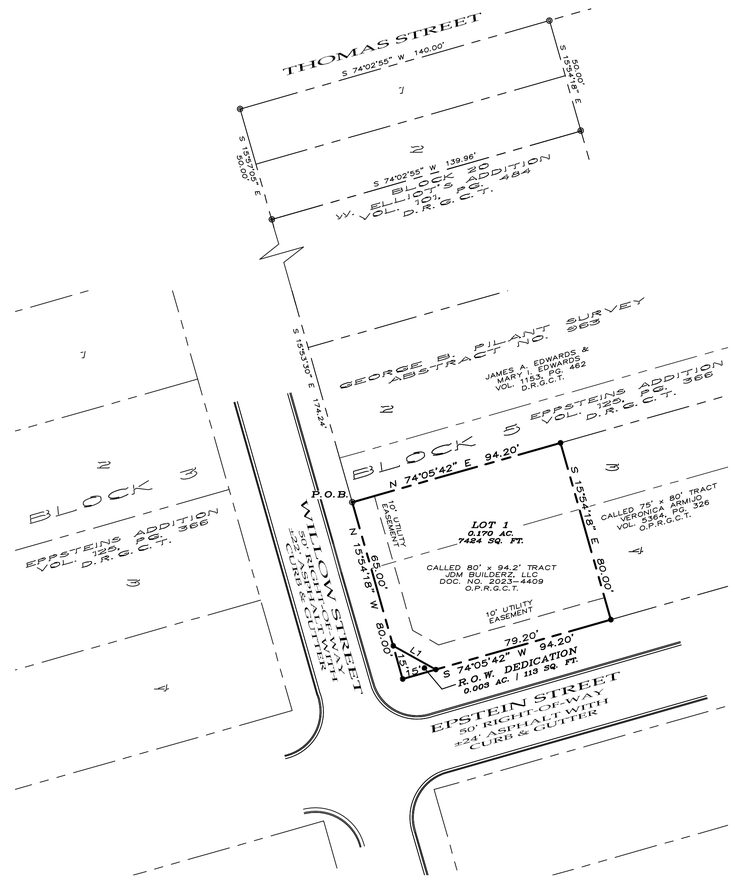
~ GENERAL NOTES ~

1. Water Supply to be provided by the City of Sherman.
2. Sewer Service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or drainage easements for the control of erosion.
7. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
8. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.
11. The subject property does not lie within a Federal Emergency Management Agency (FEMA) designated flood plain as shown by Firm Map No. 48181C0 290 G, effective date September 1, 2022.

LOCATION MAP



(NOT TO SCALE)



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 60°54'18" W	21.21'

LEGEND

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

FINAL PLAT
MONTANO ADDITION
Being a Replat of Lots 3 & 4 in Block 5
Epsteins Addition, Vol. 125, Pg. 366, D.R.G.C.T.
Being a part of the George B. Pilant Survey
Abstract Number 963
Being in the City of Sherman
Grayson County, Texas
Containing 0.173 acres of land

04/13/2023

OWNERS/DEVELOPER
JDM BUILDERZ, LLC
914 EAST SPRING STREET
SHERMAN, TX 75090
CONTACT: JAVIER MONTANO

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

UNDERWOOD
DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

JOB NO. 23030290

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part Lot 3 and Lot 4, Block 5, of the Eppstein Addition, an addition to the City of Sherman, Texas, as shown by plat of record in Volume 125, Page 366, Deed Records, Grayson County, Texas, and also being the same tract of a called 80 feet x 94.2 feet tract of land described in the deed to JDM Builderz, LLC, recorded In Document No. 2023-4409, Official Public Records, Grayson County, Texas, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod found for the northwest corner of said JDM Builderz Tract;

Thence North 74°05'42" East, with the northerly line of said JDM Builderz Tract, a distance of 94.20 feet to a 1/2" steel rod set for the northeast corner of said JDM Builderz Tract;

Thence South 15°54'18" East, with the easterly line of said JDM Builderz Tract, a distance of 80.00 feet to a 1/2" steel rod set for the southeast corner of said JDM Builderz Tract;

Thence South 74°05'42" West, with the southerly line of said JDM Builderz Tract, and with the southerly line of said Lot 4, a distance of 94.20 feet to a 1/2" steel rod set for the southwest corner of said JDM Builderz Tract, common to the southwest corner of said Lot 4;

Thence North 15°54'18" West, with the westerly line of said JDM Builderz Tract, and with the westerly line of said Lot 3 and Lot 4, a distance of 800 feet to the Point of Beginning and containing 0.173 acres of land, more or less.

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, MONTANO ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the _____ day of _____, 2023, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this_____day of _____, 2023.

_____
Clerk, City of Sherman, Texas

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

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

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

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED, VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

ACCEPTANCE

Approved this _____ day of _____, 2023, by the City Planning Commission to the City of Sherman, Texas.

_____ _____
Chairman Secretary

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman

_____ _____
Mayor, City of Sherman, Texas Date

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

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

WITNESS MY HAND this_____day of _____, 2023.

_____
JAVIER MONTANO
JDM BUILDERZ, LLC

STATE OF TEXAS
COUNTY OF GRAYSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this___day of_____, 2023.

_____
Notary Public in and for
the State of Texas
Commission Expires: _____

AVIGATION RELEASE

THE STATE OF TEXAS
COUNTY OF GRAYSON

WHEREAS, JDM BUILDERZ, LLC, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as MONTANO ADDITION, an addition to the City of Sherman, Grayson County, Texas.

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

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

EXECUTED THIS _____DAY OF_____, 2023

_____
JAVIER MONTANO
JDM BUILDERZ, LLC

FINAL PLAT
MONTANO ADDITION
Being a Replat of Lots 3 & 4 in Block 5
Epsteins Addition, Vol. 125, Pg. 366, D.R.G.C.T.
Being a part of the George B. Pilant Survey
Abstract Number 963
Being in the City of Sherman
Grayson County, Texas
Containing 0.173 acres of land

04/13/2023

OWNERS/DEVELOPER
JDM BUILDERZ, LLC
914 EAST SPRING STREET
SHERMAN, TX 75090
CONTACT: JAVIER MONTANO

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

UNDERWOOD
DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

May 8, 2023

JDM Builderz, LLC
Attn: Javier Montano
914 E. Spring St.
Sherman, TX 75090

Underwood Drafting & Surveying
3404 Interurban Road
Denison, TX 75021

Dear Applicants,

The request for approval of the Final Plat of Montano Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, May 16, 2023 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
2. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
3. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
4. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

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

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Dillon Stewart, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 15.

Meeting Date: 05/16/2023

Prepared by: Lauren Marlow, Development Services Coordinator
Rob Rae, Director of Development Services

Clay Mahone, Chairman	
David Downtain, Vice Chairman	Paul Manley, Commissioner
Shawn Davis, Commissioner	Glenn Whitaker, Commissioner
Leigh Ann Sims, Commissioner	Bryan Blagg, Commissioner

Requested Action/Proposed Use:

921 SOUTH WILLOW STREET

The request of Javier Montano, JDM Builderz, LLC (Owner) and Underwood Drafting & Surveying, Inc. (Surveyor) concerning the property located at 921 South Willow Street, consisting of 0.173 acres, being a part of Lot 3 and Lot 4, Block 5 of the Eppstein Addition, and is currently zoned R-6 (Single Family Residential) District, as follows:

Board of Adjustment

A. Public Hearing and Variance under Section 14.02.006 to allow a 94.20' lot depth in lieu of the required 100 lot depth.

Planning and Zoning Commission

B. Public Hearing and Replat of Montano Addition

Background:

The property is located at 921 South Willow Street between East Epstein Street and East Thomas Street. The property owner is requesting a Variance for the lot depth for a new structure. The owner would also like to plat the property into one lot for residential development.

Adjacent Zoning:

R-6 (Single-Family Residential) District

Origination:

Javier Montano, JDM Builderz, LLC (Owner)
Underwood Drafting & Surveying, Inc. (Surveyor)

Master Plan Designation:

Not Applicable.

Number of notices mailed:
202

Objections Received:
0

Development Review Meeting:
No

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Final Plat
Narrative
Staff Review Letter - Plat
Staff Review Letter - Zoning

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Called Meeting **H. 6.**

Meeting Date: 06/09/2023

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Replat of Lot 14 Parkview Addition, being a replat of Lot 14 and the adjacent 15' alley, in the Parkview Addition, consisting of 0.311 acres, being a part of the J.B. McAnair Survey, Abstract No. 763, and is currently zoned R-6 (Single Family Residential) District; David Baca and Luis Hernandez, Owners and Copley Land Surveying, Surveyor (211 and 215 North Ricketts Street)

Issue:

To consider the Public Hearing and Replat of Lot 14 Parkview Addition, being a replat of Lot 14 and the adjacent 15' alley, in the Parkview Addition, consisting of 0.311 acres, being a part of the J.B. McAnair Survey, Abstract No. 763, and is currently zoned R-6 (Single Family Residential) District; David Baca and Luis Hernandez, Owners and Copley Land Surveying, Surveyor (211 and 215 North Ricketts Street)

Background:

The property is located at 211 and 215 North Ricketts Street between West Laurel Street and West Pecan Street. The property owners would like to plat the property into two lots for residential development.

The following has been approved for this location:
4/17/2023 - Alley was abandoned by Ordinance No. 6584.
5/16/2023 - Variance under Section 14.02.006 to allow a 50' lot width in lieu of the required 60' lot width for Lot 14R-2.

Origination:

Jose Luis Hernandez and David Baca (Owners)
Copley Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 16, 2023 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter
P&Z Communication



dlagrone H:\PLANNING\Public Notification KT.aprx

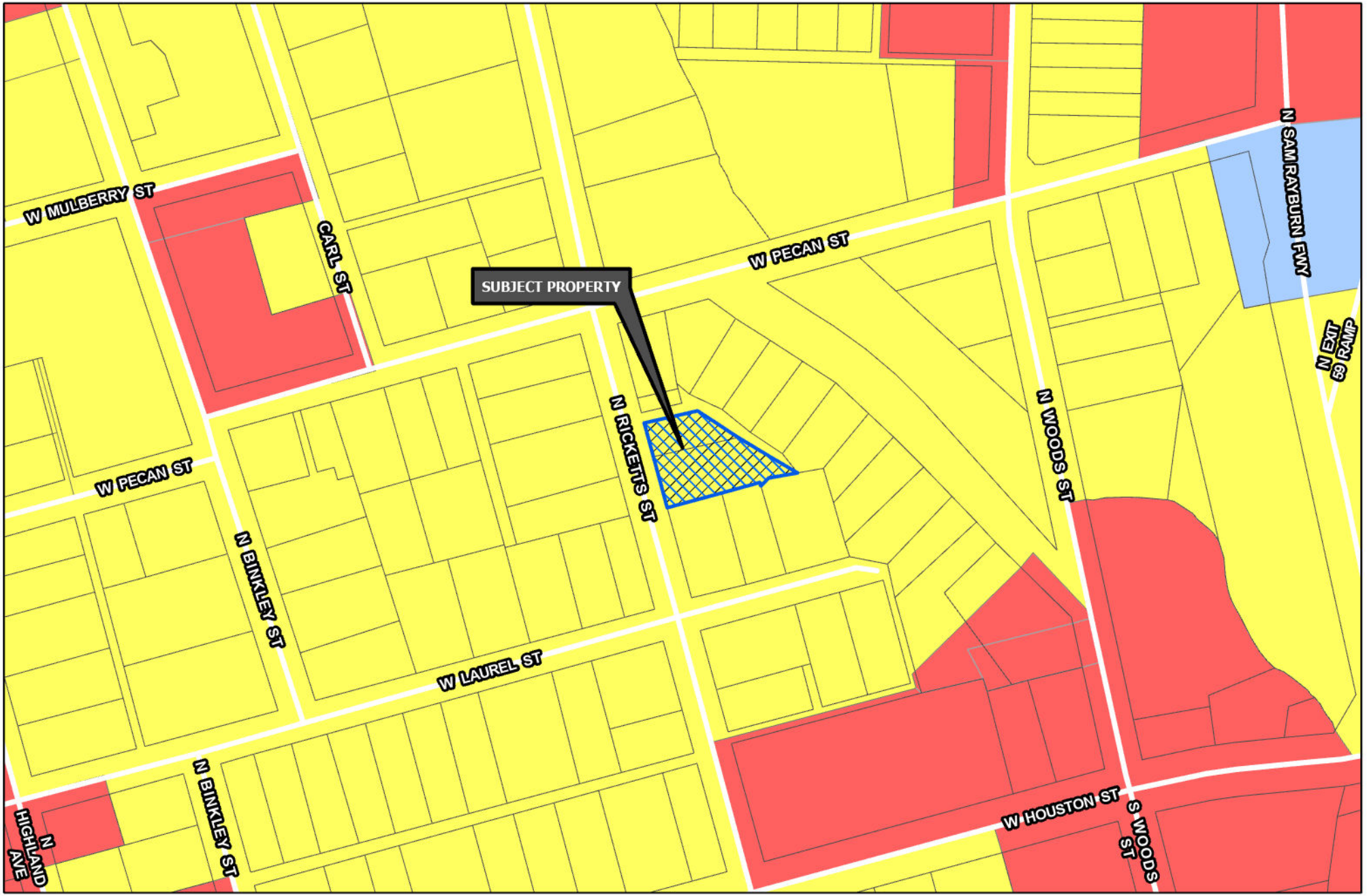
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
211 & 215 N RICKETTS ST

N
W E
S

Date: 5/5/2023 7:56 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

Road Names All

CITY OF SHERMAN
ZONING MAP
211 & 215 N RICKETTS ST

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S

Date: 5/5/2023 8:07 AM



Details

May 1, 2023 5:28 PM

20230501_172806.jpg

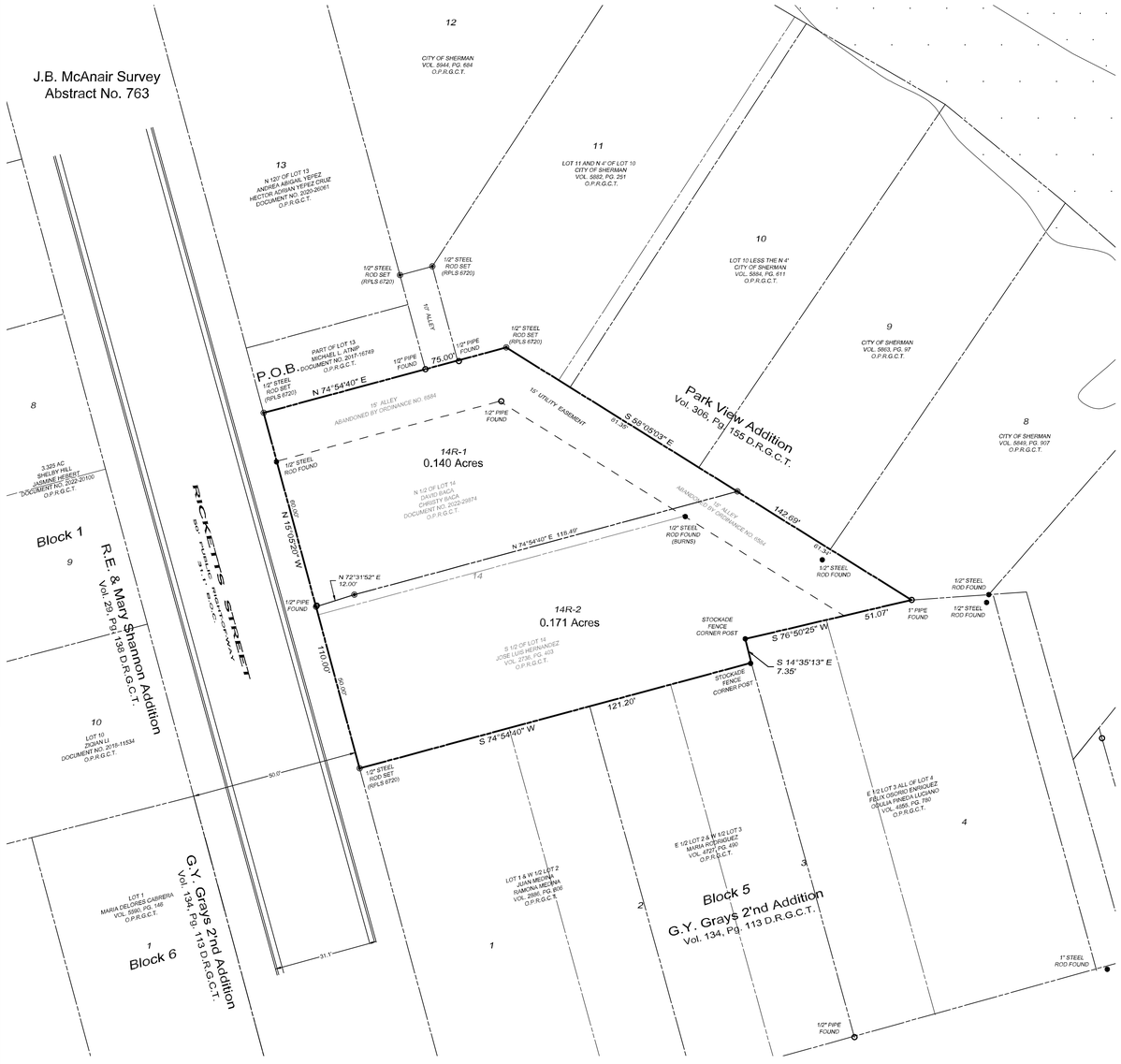
/Internal storage/DCIM/Camera

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To see where this picture was taken, turn on Show location info in **Gallery settings**.

Samsung SM-A600AZ

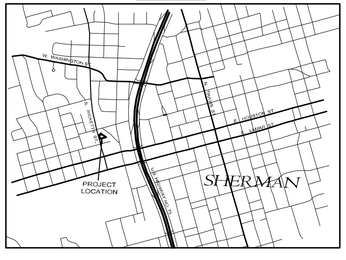
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0 20 40

SCALE ~ 1" = 20'

Vicinity Map



N W E S

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

~ GENERAL NOTES ~

1. Water Supply to be provided by the City of Sherman.
2. Sewer service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
8. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.

Purpose:
The purpose of this is to Replat an alley and 1 Lot into 2 Lots.

Copley Land Surveying
1702 Verdi Ln., Sherman, Texas 75090
TX 903-413-0043, OK 580-980-0181
john@copleylandsurveying.com

OWNERS/DEVELOPER
DAVID BACA
CHRISTY BACA
1237 JP. CAVE ROAD
SHERMAN, TEXAS 75090

OWNERS/DEVELOPER
JOSE LUIS HERNANDEZ
211 N. RICKETS
SHERMAN, TEXAS 75092

SURVEYOR
JOHN C. COPLEY
R.P.L.S. NO. 6720
1702 VERDI LN
SHERMAN, TEXAS 75090

Legal Description

Situated *in the City of Sherman, County of Grayson, State of Texas, being a part of the J.B. McAnair Survey, Abstract No. 763, and being all of Lot 14 and an adjacent 15' alley abandon by Ordinance No. 6584, in the Parkview Addition to Sherman Texas, as shown by plat of record in Volume 306, Page 155, Deed Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:*

Beginning *at a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of Lot 13, of said Parkview Addition, and the intersection of the north line of said 15' alley and the east line of Ricketts Street;*

Thence ***North 74°54'40" East****, along the south line of said Lot 13, Parkview Addition and the north line of said 15' alley, passing a 1/2" pipe found maintaining the southeast corner of said Lot 14, Parkview Addition, at a distances of 50.00 feet, passing a 1/2" pipe found maintaining an angle point in the south line of Lot 11, of said Parkview Addition, at a distance of 60.00 feet, continuing along the south line of said Lot 11, Parkview Addition for a total distance of* ***75.00 feet*** *to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for an angle point in the north line of said 15' alley and an ell corner in the south line of Lot 11, of said Parkview Addition;*

Thence ***South 58°05'03" East****, along the north line of said 15' alley and the south line of Lots 8, 9, 10, and 11 of said Parkview Addition, a distance of* ***142.69 feet*** *to a 1" pipe found maintaining the an angle point in the south line of said Lot 8, Parkview Addition, the southeast corner of said 15' alley and the north line of Block 5, G.Y. Grays 2'nd Addition, an addition to the City of Sherman, Texas as shown by plat of record in Volume 134, Page 113 of said Deed Records;*

Thence along the south line of said Parkview Addition the following calls and distances:
South 76°50'25" West*, a distance of* ***51.07 feet*** *to a stockade fence corner post;*
South 14°35'13" East*, a distance of* ***7.35 feet*** *to a stockade fence corner post;*
South 74°54'40" West*, a distance of* ***121.20 feet*** *to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of said Lot 14, Parkview Addition, the northwest corner of Block 5, G.Y. Grays 2'nd Addition and the east line of said Ricketts Street;*

Thence ***North 15°05'20" West****, along the west line of said Parkview Addition, and the east line of said Ricketts Street, passing a 1/2" steel rod found at a distance of 94.87, continuing for a total distance of* ***110.00 feet*** *to the* ***Point-of-Beginning*** *and containing* ***0.311 acres*** *of land.*

KNOWN ALL MEN BY THESE PRESENTS:

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

John C. Copley *Date*
Registered Professional
Land Surveyor No. 6720
Firm No. 10194429

STATE OF TEXAS
COUNTY OF GRAYSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this__ _day of_____, 2023.

Notary Public in and for
the State of Texas

AVIGATION RELEASE

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

WHEREAS, DAVID BACA, CHRISTY BACA, AND JOSE LUIS HERNANDEZ, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as Lot 14 Parkview Addition, an addition to the City of Sherman, Grayson County, Texas.

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

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at Lot 14 Parkview Addition, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this ____ day of _____, 2023.

By:_____ *By:_____*
DAVID BACA *CHRISTY BACA*

By:_____
JOSE LUIS HERNANDEZ

Owners Certificate & Dedication

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

That We, DAVID BACA, CHRISTY BACA AND JOSE LUIS HERNANDEZ Owner and Developer, do hereby adopt this plat designating the hereinabove property as the Replat of Lot 14 PARKVIEW ADDITION, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part or any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this ____day of _____ _____, 2023.

DAVID BACA *CHRISTY BACA*
Owner of N/2 Lot 14 *Owner of N/2 Lot 14*

JOSE LUIS HERNANDEZ
Owner of S/2 Lot 14

STATE OF TEXAS
COUNTY OF GRAYSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this__ _day of_____, 2023.

Notary Public in and for
the State of Texas

STATE OF TEXAS
COUNTY OF GRAYSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this__ _day of_____, 2023.

Notary Public in and for
the State of Texas

Acceptance of Dedication

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, the Replat of Lot 14 PARKVIEW ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the____day of _____, 2023, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this____ day of _____, _____ ,2023.

Clerk, City of Sherman, Texas

Approved this _____ day of _____,2023, by the City Planning Commission to the City of Sherman, Texas.

Chairman *Secretary*

Accepted by the City Council of the City Sherman.

Mayor, City of Sherman, Texas *Date*

Replat of
Lot 14
Parkview Addition
an addition to the City of Sherman Grayson County, Texas Being a replat of Lot 14 and the adjacent 15' alley, in the Parkview Addition to Sherman, Texas

4/24/2023

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

May 8, 2023

David Baca
Christy Baca
1237 JP Cave Road
Sherman, TX 75090

Jose Luis Hernandez
211 N. Ricketts
Sherman, TX 75092

Copley Land Surveying
1702 Verdi Lane
Sherman, TX 75090

Dear Applicants,

The request for approval of the Replat of Lot 14, Parkview Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, May 16, 2023 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. All of alley abandoned in Ordinance No. 6584, Instrument No. 2023-10200, OPRGCT, to be included in the plat. Portion of abandoned alley to be included to be shown as a Utility Easement.
2. Dedicate a 10' Utility Easement along Ricketts Street. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
3. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
4. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
5. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*

6. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

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

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Dillon Stewart, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 16.

Meeting Date: 05/16/2023

Prepared by: Lauren Marlow, Development Services Coordinator
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

211 AND 215 NORTH RICKETTS STREET

The request of Jose Luis Hernandez and David Baca (Owners) and Copley Land Surveying (Surveyor) concerning the property located at 211 and 215 North Ricketts Street, consisting of 0.311 acres, being a part of the J.B. McAnair Survey, Abstract No. 763, and is currently zoned R-6 (Single Family Residential) District, as follows:

Board of Adjustment

A. Public Hearing and Variance under Section 14.02.006 to allow a 50' lot width in lieu of the required 60' lot width for Lot 14R-2.

Planning and Zoning Commission

B. Public Hearing and Replat of Lot 14 Parkview Addition, being a replat of Lot 14 and the adjacent 15' alley, in the Parkview Addition.

Background:

The property is located at 211 and 215 North Ricketts Street between West Laurel Street and West Pecan Street. The property owner is requesting a Variance for the lot width and would also like to plat the property into two lots for residential development.

Adjacent Zoning:

R-6 (Single-Family Residential) District

Origination:

Jose Luis Hernandez and David Baca (Owners)
Copley Land Surveying (Surveyor)

Master Plan Designation:

Not Applicable.

Number of notices mailed:
19

Objections Received:
0

Development Review Meeting:
No

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat
Staff Review Letter - Plat
Staff Review Letter - Zoning

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Called Meeting **H. 7.**

Meeting Date: 06/09/2023

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final Plat of Concord Village Addition, consisting of 3.648 acres in the J.B. McAnair Survey, Abstract No. 763; Ray Jean Hankey, Trustee, Owner; Underwood Drafting & Surveying, Surveyor (820 North Sam Rayburn Freeway)

Issue:

To consider Final Plat of Concord Village Addition, consisting of 3.648 acres in the J.B. McAnair Survey, Abstract No. 763; Ray Jean Hankey, Trustee, Owner; Underwood Drafting & Surveying, Surveyor (820 North Sam Rayburn Freeway)

Background:

The property is located at 820 North Sam Rayburn Freeway between West Brockett Street and West Birge Street. The owner would like to plat the property into one lot for a multi-family development.

The following has been approved for this location:

- June 14, 1966 - Zone Change from a R-1 (Single Family Residential) District to a R-2 (Multi-Family Residential) District
- July 12, 1966 - Exception to use a lot for apartment complex with less than the required 85' abutting a 50' dedicated street
- April 18, 2017 - Zone Change from a R-1 (Single Family Residential) District to a R-2 (Multi-Family Residential) District
- April 18, 2017 - Exception to allow an extension of a 6’ wood privacy fence, in lieu of the required masonry perimeter wall to surround the development in an R-2 (Multi-Family Residential) District. P&Z Condition: Providing an iron bar inside the privacy fence adjacent to the residential properties.
- 5/16/2023 - Variance under Section 14.02.012 to allow a lot area of 3.648 acres in lieu of the required 5 acres in an MF-30 (Multi-Family Residential) District/Sam Rayburn Overlay District.

Origination:

Ray Jean Hankey, Trustee (Owner)
Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the May 16, 2023 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter
P&Z Communication



diagrone H:\PLANNING\Public Notification KT.aprx

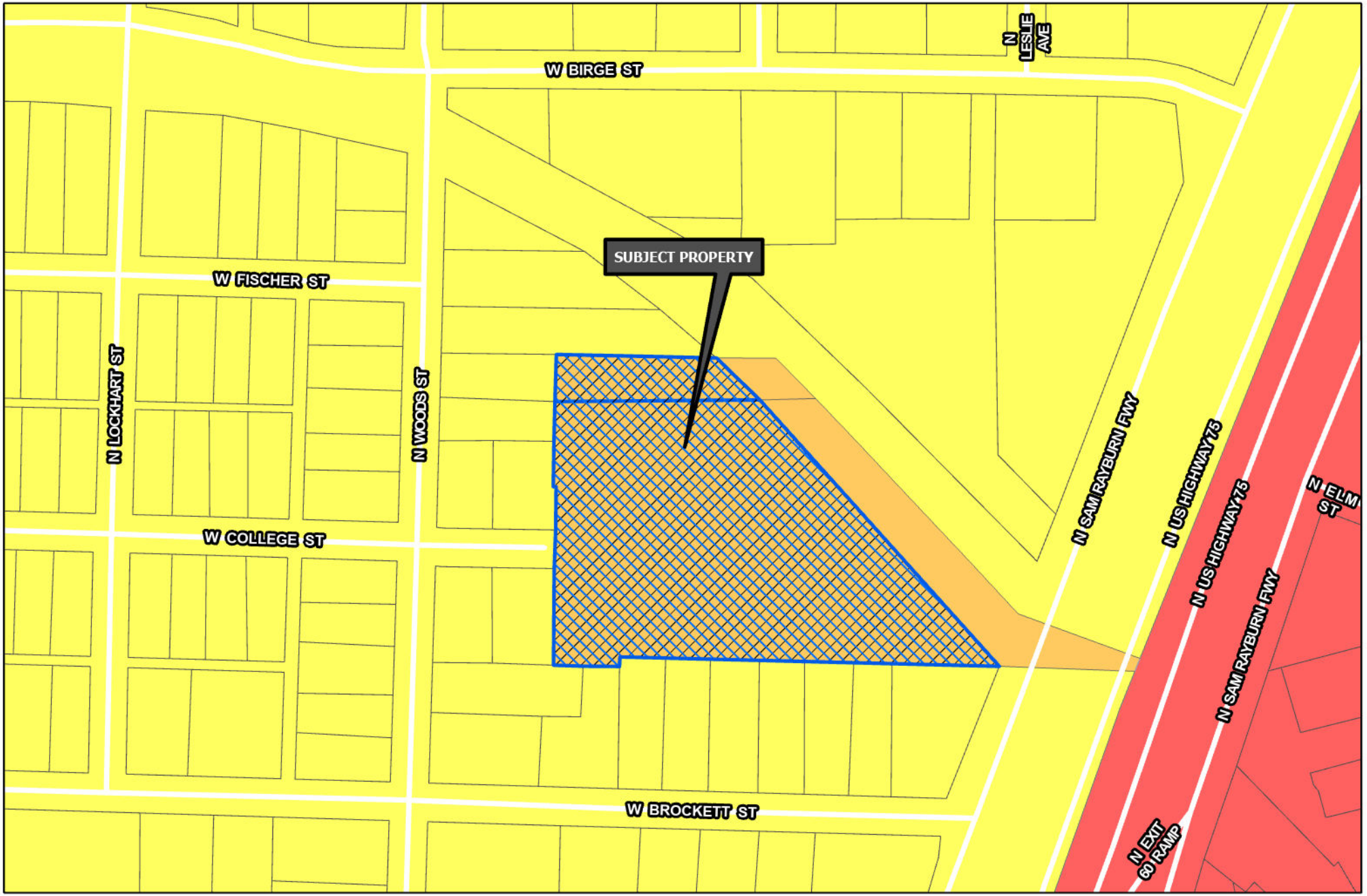
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
820 N SAM RAYBURN FWY

N
W E
S

Date: 5/6/2023 10:46 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

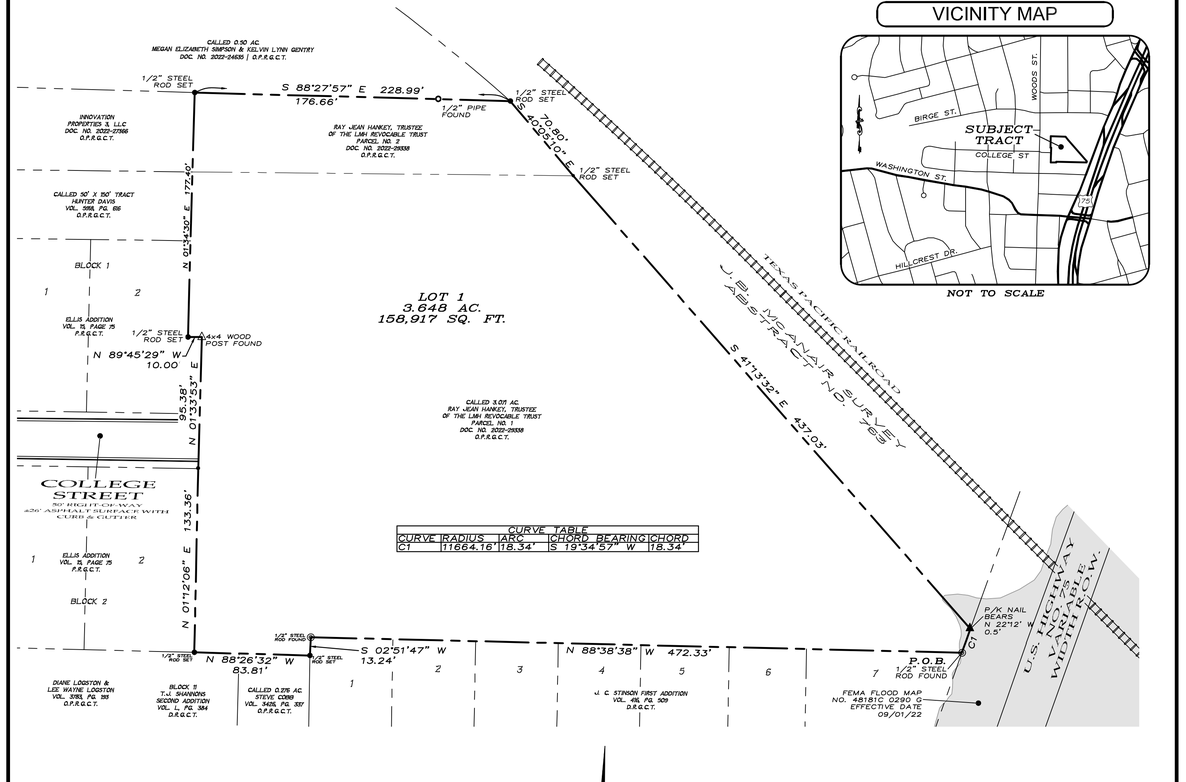
- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential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

CITY OF SHERMAN
ZONING MAP
820 N SAM RAYBURN FWY

N
W E
S

Date: 5/6/2023 10:53 AM

JOB NO. 23030265



CURVE TABLE

CURVE	RADIUS	ARC	CHORD BEARING	CHORD
C1	11664.16'	18.34'	S 19°34'57" W	18.34'

VICINITY MAP

NOT TO SCALE

~ GENERAL NOTES ~

1. Water Supply to be provided by the City of Sherman.
2. Sewer Service to be provide by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjoint to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or drainage easements for the control of erosion.
7. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
8. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.
11. A portion of the subject property does lie within a Federal Emergency Management Agency (FEMA) designated flood plain as shown by Firm Map No. 48181C 0290 G, effective date September 1, 2022.

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

Legend

●	1/2" STEEL ROD SET
◎	1/2" STEEL ROD FOUND
▲	P/K NAIL FOUND
△	4x4 WOOD POST FOUND
———	BOUNDARY LINE
— — —	PROPERTY LINE

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

FINAL PLAT
CONCORD VILLAGE ADDITION

Being a part of the J. B. McAnair Survey, Abstract Number 763. Being in the City of Sherman, Grayson County, Texas Containing 3.648 acres of land

04/12/2023

OWNERS/DEVELOPER
RAY JEAN HANKEY
P.O. BOX 728
DURANT, OK 74702

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

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

JOB NO. 23030265

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of J.B. McAnair Survey, Abstract No. 763, and being all of a called 3.071 acre tract of land described as Parcel No. 1 in the deed to Ray Jean Hankey, Trustee of the LMH Revocable Trust, recorded in Document No. 2022-29338, Official Public Records, Grayson County, Texas, and all of a tract of land described as Parcel No. 2 in said deed to Ray Jean Hankey, Trustee of the LMH Revocable Trust, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod found for the eastern-most southeast corner of said 3.071 acre tract, common to the northeast corner of J.C. Stinson First Addition, according to the plat thereof recorded in Volume 416, Page 509, Deed Records, Grayson County, Texas, and on the northwesterly right-of-way line of U.S. Highway No. 75;

Thence North 88°38'38" West, with a southerly line of said 3.071 acre tract, and with the northerly line of said J.C. Stinson First Addition, a distance of 472.33 feet to a 1/2" steel rod found for the northwest corner of said J.C. Stinson Addition;

Thence South 02°51'47" West, with an easterly line of said 3.071 acre tract, and with the westerly line of said J.C. Stinson First Addition, a distance of 13.24 feet to a 1/2" steel rod set for the southern-most southeast corner of said 3.071 acre tract, common to the northeast corner of a called 0.276 acre tract of land described in the deed to Steve Cobb, recorded in Volume 3426, Page 337, said Official Public Records;

Thence North 88°26'32" West, with a southerly line of said 3.071 acre tract, and with the northerly line of said 0.276 acre tract, and with the northerly line of a tract of land described in the deed to Diane Logston and Lee Wayne Logston, recorded in Volume 3783, Page 193, said Official Public Records, a distance of 83.81 feet to a 1/2" steel rod set for the southern-most southwest corner of said 3.071 acre tract, common to the southeast corner of Lot 2 in Block 2 of Ellis Addition, according to the plat thereof recorded in Volume 15, Page 75, Plat Records, Grayson County, Texas;

Thence North 01°12'06" East, with a westerly line of said 3.071 acre tract, and with the easterly line of said Lot 2 in Block 2, a distance of 133.36 feet to a 1/2" steel rod found for the northeast corner of said Lot 2, and on the southeast right-of-way corner of College Street;

Thence North 01°33'53" East, continuing with a westerly line of said 3.071 acre tract, and with the easterly right-of-way line of said College Street, and with an easterly line of Lot 2 in Block 1 of aforesaid Ellis Addition, a distance of 95.38 feet to a 4x4 wood post found for the eastern-most northeast corner of said Lot 1;

Thence North 89°45'29" West, with a southerly line of said 3.071 acre tract, and with a northerly line of said Lot 2 in Block 1, a distance of 10.00 feet to a 1/2" steel rod set for the western-most southwest corner of said 3.071 acre tract;

Thence North 01°34'30" East, with a westerly line of said 3.071 acre tract, and with the westerly line of aforesaid Parcel No. 2, and with an easterly line of said Lot 2 in Block 1, and with the easterly line of a tract of land described in the deed to Hunter Davis, recorded in Volume 5918, Page 616, said Official Public Records, and with the easterly line of a tract of land described in the deed to Innovation Propperties 3, LLC, recorded in Document No. 2022-27366, said Official Public Records, a distance of 177.40 feet to a 1/2" steel rod set for the northwest corner of said Parcel No. 2, common to the northeast corner of said Innovation Propperties 3 Tract, and on the southerly line of a called 0.50 acre tract of land described in the deed to Megan Elizabeth Simpson and Kelvin Lynn Gentry, recorded in Document No. 2022-24635, said Official Public Records;

Thence South 88°27'57" East, with the northerly line of said Parcel No. 2, and with the southerly line of said 0.50 acre tract, passing en route at a distance of 176.66 feet a found 1/2" pipe, and continuing on said course a total distance of 228.99 feet to a 1/2" steel rod set for the northeast corner of said Parcel No. 2, common to the southeast corner of said 0.50 acre tract, and on the southwesterly right-of-way line of Texas Pacific Railroad;

Thence South 40°05'10" East, with the northeasterly line of said Parcel No. 2, and with the southwesterly right-of-way line of said Texas Pacific Railroad, a distance of 70.80 feet to a 1/2" steel rod set for the southeast corner of said Parcel No. 2, common to the northeast corner of aforesaid 3.071 acre tract;

Thence South 41°13'32" East, with the northeasterly line of said 3.071 acre tract, and with the southwesterly right-of-way line of said Texas Pacific Railroad, a distance of 437.03 feet to the eastern-most southeast corner of said 3.071 acre tract, and at the intersection of the southwesterly right-of-way line of said Texas Pacific Railroad and the northwesterly right-of-way line of aforesaid U.S. Highway No. 75, and from which a found P/K nail bears North 22°12' West, a distance of 0.5 feet;

Thence with the southeasterly line of said 3.071 acre tract, and with the northwesterly right-of-way line of said U.S. Highway No. 75, and with a curve to the left having a radius of 11664.16 feet, (chord bears South 19°34'57" West, 18.34 feet) an arc length of 18.34 feet to the Point of Beginning and containing 3.648 acres of land, more or less.

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, CONCORD VILLAGE ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the _____ day of _____ 2023, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this _____ day of _____ , 2023.

_____
Clerk, City of Sherman, Texas

ACCEPTANCE

Approved this _____ day of _____, 2023, by the City Planning Commission to the City of Sherman, Texas.

_____ _____
Chairman Secretary

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman

_____ _____
Mayor, City of Sherman, Texas Date

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

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

WITNESS MY HAND this _____ day of _____, 2023.

_____
RAY JEAN HANKEY
TRUSTEE OF THE LMH REVOCABLE TRUST

STATE OF TEXAS
COUNTY OF GRAYSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 2023.

_____
Notary Public in and for
the State of Texas
Commission Expires: _____

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

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

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

AVIGATION RELEASE

THE STATE OF TEXAS
COUNTY OF GRAYSON

WHEREAS, RAY JEAN HANKEY, TRUSTEE OF THE LMH REVOCABLE TRUST, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as CONCORD VILLAGE ADDITION, an addition to the City of Sherman, Grayson County, Texas.

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

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

EXECUTED THIS _____ DAY OF _____, 2023

_____
RAY JEAN HANKEY
TRUSTEE OF THE LMH REVOCABLE TRUST

FINAL PLAT
CONCORD VILLAGE ADDITION

Being a part of the J. B. McAnair Survey, Abstract Number 763. Being in the City of Sherman, Grayson County, Texas Containing 3.648 acres of land

04/12/2023

OWNERS/DEVELOPER
RAY JEAN HANKEY
P.O. BOX 728
DURANT, OK 74702

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

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

May 8, 2023

Ray Jean Hankey
P.O. Box 728
Durant, OK 74702

Underwood Drafting & Surveying
3404 Interurban Road
Denison, TX 75021

Dear Applicants,

The request for approval of the Final Plat of Concord Village Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, May 16, 2023 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

1. Dedicate a 25' Utility Easement along Sam Rayburn Freeway service road. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
2. Dedicate a 15' Water Line Easement on centerline of existing water main along south boundary line and southern west boundary line. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
3. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*
4. New drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
5. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
6. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
7. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. Final copies for filing will not be accepted until after approval by P&Z Commission, City Council, and Engineering Department. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

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

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Dillon Stewart, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 24.

Meeting Date: 05/16/2023

Prepared by: Lauren Marlow, Development Services Coordinator
Rob Rae, Director of Development Services

Clay Mahone, Chairman	
David Downtain, Vice Chairman	Paul Manley, Commissioner
Shawn Davis, Commissioner	Glenn Whitaker, Commissioner
Leigh Ann Sims, Commissioner	Bryan Blagg, Commissioner

Requested Action/Proposed Use:

820 NORTH SAM RAYBURN FREEWAY

The request of Ray Jean Hankey, Trustee (Owner), Stacey Olmstead (Representative) and Underwood Drafting & Surveying (Surveyor) concerning the property located at 820 North Sam Rayburn Freeway, consisting of 3.648 acres in the J.B. McAnair Survey, Abstract No. 763, as follows:

Board of Adjustment

A. Public Hearing and Variance under Section 14.02.012 to allow a lot area of 3.648 acres in lieu of the required 5 acres in an MF-30 (Multi-Family Residential) District/Sam Rayburn Overlay District.

Planning and Zoning Commission

B. Final Plat of Concord Village Addition.

Background:

The property is located at 820 North Sam Rayburn Freeway between West Brockett Street and West Birge Street. The owner would like to plat the property into one lot for commercial development. The owner is also requesting Variances for the lot area of the existing structure.

The following has been approved for this location:

- June 14, 1966 - Zone Change from a R-1 (Single Family Residential) District to a R-2 (Multi-Family Residential) District
- July 12, 1966 - Exception to use a lot for apartment complex with less than the required 85' abutting a 50' dedicated street
- April 18, 2017 - Zone Change from a R-1 (Single Family Residential) District to a R-2 (Multi-Family Residential) District
- April 18, 2017 - Exception to allow an extension of a 6’ wood privacy fence, in lieu of the required masonry perimeter wall to surround the development in an R-2 (Multi-Family Residential) District. P&Z Condition: Providing an iron bar inside the privacy fence adjacent to the residential properties.

Adjacent Zoning:

MF-30 (Multi-Family Residential) District
R-6 (Single Family Residential) District
C-1 (Retail Business) District

Origination:

Ray Jean Hankey, Trustee (Owner)
Stacey Olmstead (Representative)
Underwood Drafting & Surveying (Surveyor)

Master Plan Designation:

Not Applicable.

Number of notices mailed:

34

Objections Received:

0

Development Review Meeting:

No

Staff Recommendation:

Staff recommends approval of this variance and plat. The current owner is under contract to sell the property and the lender is requiring that certain non-conforming items be resolved. Since the property is not currently platted, staff has recommended the property owner to plat the property, however since the existing property is less than 5 acres, it does not conform to the current zoning regulations for MF-30. This multi-famiy development has been in good standing with the City of Sherman and has no other of other non-conforming items or code violations that staff is aware of.

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Narrative
Final Plat
Staff Review Letter - Plat
Staff Review Letter - Zoning

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Called Meeting

Meeting Date: 06/09/2023

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2023 Council Calendar

2023
Council Calendar

January

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
11	12	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	6	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

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

CALLED MEETINGS	
4/20/20223	Budget Planning Meeting
5/25/2023	CIP Work Session
6/15/2023	Budget Workshop Day 1
6/16/2023	Budget Workshop Day 2
7/5/2023	Called City Council Meeting (Rescheduled)
6/9/2023	Called City Council Meeting