

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, JUNE 1, 2020
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER DARON HOLLAND**
- A. 3. INVOCATION BY COUNCIL MEMBER DARON HOLLAND**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MAY 18, 2020**

Citizen Comments

B. 1. CITIZEN COMMENTS

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

Public Hearing

C. 1. PUBLIC HEARING

Renewing Guidelines and Criteria for the City of Sherman's Industrial and Commercial Tax Abatement Program to Promote Development/Redevelopment in Certain Areas of the City

C. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6296

Extending the Corporate Limits of Said City so as to Annex 6.00 acres of land located East of Lamberth Road, at the Intersection of Meadowlake Drive and Lamberth Road, adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction; Providing for a Municipal Service Plan

C. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6297

Extending the Corporate Limits of Said City so as to Annex Approximately 10.25 acres of land located West of East Street, South of Sherman Street, and East of Montgomery Street, adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction; Providing for a Municipal Service Plan

Close Public Hearing and Consider Adoption of Ordinances

C. 4. ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 6296 and 6297

C. 5. 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

Resolutions

D. 1. RESOLUTION NO. 6620

Renewing Guidelines and Criteria for the City of Sherman's Industrial and Commercial Tax Abatement Program to Promote Development/Redevelopment in Certain Areas of the City

D. 2. RESOLUTION NO. 6621

Authorizing Submission of an Application for a Grant Awarded by the Texas Department of Emergency Management to Fund Expenditures Incurred Due to the Public Health Emergency with Respect to the Coronavirus Disease 2019 (COVID-19); Designating the City Manager as the Authorized Official to Accept, Reject, Alter or Terminate the Grant on Behalf of the City

D. 3. * RESOLUTION NO. 6622

Authorizing Execution of a Professional Engineering Services Agreement with Hayter Engineering for Design of the 2021 South Surface Waterline and Southwest Booster Pump Station Modification Project

D. 4. * RESOLUTION NO. 6623

Appointing a Voting Member to the Technical Advisory Committee of the Sherman-Denison Metropolitan Planning Organization

D. 5. RESOLUTION NO. 6624

Authorizing the Purchase of a New Sewer Jet Truck for the Water Utilities Services Department from Pipe Hunter Inc. through the Houston-Galveston Area Council of Governments (H-GAC)

Requests to Advertise

E. 1. REQUEST TO ADVERTISE

Construction of East Park Avenue Roadway Extension

E. 2. * REQUEST TO ADVERTISE

Proposals for a Generator and Uninterrupted Power Supply (UPS) at the Sherman Municipal Building

Change Orders

F. 1. CHANGE ORDER NO. 2

West Travis Street Phase II & III Project; Lynn Vessels Construction, LLC.; \$445,000.85 Increase

Other Business

G. 1. OTHER BUSINESS

Receive Update from Assistant City Manager Clint Philpott, P.E. on the City's Solid Waste Recycling Program

G. 2. OTHER BUSINESS

Receive Financial Update and Fiscal Year 2020-2021 Budget Outlook from City Manager Robby Hefton and Finance Director Mary Lawrence

G. 3. OTHER BUSINESS

Consider Changing the Location of the City Council's Budget Workshop called for June 25-26, 2020

H. MEDIA QUESTIONS

I. COUNCIL COMMENTS

Executive Session

J. 1. EXECUTIVE SESSION

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

Section 551.071 Consultation with City Attorney concerning Pending or Contemplated Litigation

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

Section 551.074 Personnel Matters:

- (a) Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee
- (b) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions:
 - (1) Civil Service Commission (2)
 - (2) Sherman Housing Authority (3)

Section 551.087 Deliberation Regarding Economic Development Negotiations:

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

The Council reconvenes into General Session

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 Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on May 28, 2020 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 28th day of May, 2020.
City of Sherman, Texas

City Clerk

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

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

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

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

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

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

Mayor

David Plyler

Deputy Mayor

Willie Steele

Council Members

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

Sandra Melton, Council-At-Large, PL #2

Shawn C. Teamann, Council – District #1

Josh Stevenson, Council – District #2

Pamela L. Howeth, Council – District #3

Daron Holland, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

A. 4.

Meeting Date: 06/01/2020

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MAY 18, 2020

Attachments

May 18, 2020

STATE OF TEXAS §
COUNTY OF GRAYSON §

May 18, 2020

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 18, 2020.

**MEMBERS PRESENT: MAYOR DAVID PLYLER; DEPUTY MAYOR WILLIE STEELE.
COUNCIL MEMBERS HOWETH, MELTON, STEVENSON,
TEAMANN.**

MEMBERS ABSENT: COUNCIL MEMBER HOLLAND.

CALL TO ORDER

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

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of May 4, 2020. Council Member Howeth moved to approve the Minutes, as presented; Second by Council Member Melton; All present voted AYE. MOTION CARRIED.

CITIZEN'S REQUESTS

There were no citizen's requests.

CONSENT AGENDA

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

**RESOLUTION NO. 6617 – APPROVING THE GREATER
TEXOMA UTILITY AUTHORITY’S INTENTION TO CONTRACT
WITH LYNN VESSELS CONSTRUCTION, LLC FOR
CONSTRUCTION OF THE WWTP STORMWATER
MANAGEMENT PROJECT AND CHANGE ORDER NO. 1**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC, FOR CONSTRUCTION OF THE WWTP STORMWATER MANAGEMENT PROJECT AND CHANGE ORDER NO. 1.

Tom Pruitt, Utility Engineer, said this item would approve construction for the Stormwater Management Project at the Wastewater Treatment Plant. A portion of the project was included in the FY 2019-2020 Capital Improvement Program budget and is the first project of the \$13.595 million Clean Water State Revolving Fund undertaking. He said only one bid was received for the project.

CALL TO ORDER

APPROVE MINUTES

CITIZEN'S REQUESTS

CONSENT AGENDA

**RES 6617
WWTP STORMWATER
MANAGEMENT
PROJECT**

COUNCIL MINUTES – MAY 18, 2020

Since that time, the staff has worked to reduce the cost of the project with the engineer and the contractor. The bid was received from Lynn Vessels Construction, and the consulting engineer feels that the bid is the lowest possible bid, and comparative to other contractors.

Deputy Mayor Steele confirmed that the project was part of the \$13 million list of projects. There will be eight total projects, and this is the first one.

Council Member Melton asked for clarification on what the project is. Mr. Pruitt said the State regulates rainfall runoff, and no runoff is allowed to escape the plant. All rainwater will collect at one point, near a Lift Station, which is old and undersized.

A new Lift Station will be constructed and will pump the rainwater to a retention pond, where it will slowly be released back into the Wastewater Treatment Plant. This is a zero discharge facility, as required by rule.

ACTION TAKEN.

Motion by Council Member Melton to adopt Resolution No. 6617, as presented. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6618 – AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO BRIDGESTONE CONSTRUCTION, LLC FOR THE ENCROACHMENT OF A SINGLE FAMILY RESIDENTIAL STRUCTURE WITHIN THE PLATTED PUBLIC UTILITY EASEMENT RUNNING ALONG THE WEST SIDE OF LOT 1, BLOCK 2 OF PARKHAVEN ESTATES, PHASE I, AS SHOWN IN VOLUME 24, PAGE 34, PLAT RECORDS, GRAYSON COUNTY, TEXAS, LOCALLY KNOWN AS 2610 BROSSARD DRIVE IN THE CITY OF SHERMAN, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO BRIDGESTONE CONSTRUCTION, LLC FOR THE ENCROACHMENT OF A SINGLE FAMILY RESIDENTIAL STRUCTURE WITHIN THE PLATTED PUBLIC UTILITY EASEMENT RUNNING ALONG THE WEST SIDE OF LOT 1, BLOCK 2 OF PARKHAVEN ESTATES, PHASE I, AS SHOWN IN VOLUME 24, PAGE 34, PLAT RECORDS, GRAYSON COUNTY, TEXAS, LOCALLY KNOWN AS 2610 BROSSARD DRIVE IN THE CITY OF SHERMAN, TEXAS.

CONSENT AGENDA.

RESOLUTION NO. 6619 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH LAZY L ENTERPRISES FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT

**RES 6618
ENCROACHMENT
EASEMENT
(2610 BROSSARD DR)**

**RES 6619
RESIDENTIAL TAX
ABATEMENT
(601 E. CARTER ST)**

**601 EAST CARTER STREET WITHIN CITY OF SHERMAN
REINVESTMENT ZONE, NUMBER TEN (#10)**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH LAZY L ENTERPRISES FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 601 EAST CARTER STREET WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10).
CONSENT AGENDA.

CHANGE ORDER NO. 1

**CENTER STREET & US 75 UTILITY RELOCATION PROJECT;
VESSELS CONSTRUCTION, A DIVISION OF VESCOR, INC.;**
\$92,510.00 INCREASE

CHANGE ORDER
CENTER ST & HWY 75
UTILITY RELOCATION

Mr. Pruitt said the original 16" water line at Center Street and Hwy 75 was installed in 1965. BNSF Railroad is realigning the spur track and installing drainage structures and storm water pipe. This 16" water line serves Texas Instruments and Finisar.

In an unrelated project, the Council approved a contract with Vessels Construction in February 2020, for sewer replacement along Hwy 75 at Center Street, related to the Texas Department of Transportation's ongoing Hwy 75 "Gap" project. This project with Vessels involves boring under Hwy 75 in order to complete the sewer replacement.

In order to expedite the process on the storm water project, and to save the additional cost of a bid award, the staff is recommending to have Vessels Construction also complete the water line realignment.

They will already have the equipment mobilized for boring under Hwy 75 at Center Street and it will save the City money to combine the two projects through a change order. By doing so, the City will save \$28,000 in cost for the water line project.

This project was not foreseen at the time, but will be paid for through the Utility Improvement Fund. Council Member Melton confirmed that this project was not previously foreseen.

Mr. Hefton said this project arose from BNSF's new drainage project that they are doing throughout Sherman. As a result of their project, they realized that our pipe was in their way, and he said the City is required to move it. By combining the two projects, the City will save about \$28,000.

Mr. Pruitt added that there is a 10" ground water line on the east side of the road that will not need to be relocated.

ACTION TAKEN.

Motion by Council Member Melton to approve Change Order No. 1, to Vessels Construction, for a \$92,510 increase for the Center Street and US Hwy 75 Utility

Relocation Project, as presented. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

OTHER BUSINESS

RECEIVE QUARTERLY PROGRESS REPORT FROM SHERMAN ECONOMIC DEVELOPMENT CORPORATION PRESIDENT KENT SHARP

SEDCO QUARTERLY PROGRESS REPORT

Kent Sharp, Sherman Economic Development Corporation President, presented a quarterly progress report on the Board's activities. He said the mission of SEDCO hasn't changed, and is to grow and diversify the economy of Sherman and the surrounding area through the addition of new jobs and the investment of primary employers.

During the first quarter of 2020, SEDCO submitted proposals for nine projects and hosted three site visits. They also approved a resolution which increases the maximum amount of incentive award for the Buy Local Grant program from the current level of \$20,000 to a new level of \$50,000. This grant encourages new companies or existing companies that are expanding, to buy local goods to keep profits in Sherman.

During the COVID-19 crisis, SEDCO has served as a communications resource for local industries. They have been contacting them regularly to stay abreast of their current and near future operating environments.

During the next quarter, Mr. Sharp said they will still work to attract new jobs and investments, monitor all the economic development performance agreements with existing companies, and restart business retention and expansion. Most of the companies have been very resilient and have had very few layoffs. Currently two companies are adding jobs.

Council Member Howeth asked if SEDCO was still receiving calls from companies interested in what Sherman has to offer and if there is still a shortage of employees. Mr. Sharp said they are still getting calls about Sherman, and they are currently pursuing an "industrial manufacturer."

He said the current situation for employees is the Federal unemployment payment. People are making more money staying home than they are being offered through jobs.

REPLAT APPROVAL OF LOT 3, BLOCK 2, INDEPENDENCE SQUARE ADDITION, SECTION 3, A REPLAT OF PART OF LOT 1, BLOCK 2, BEING PART OF LOT 1, BLOCK 2, INDEPENDENCE SQUARE ADDITION, SECTION 3, CONTAINING 3.260 ACRES; POST OAK LIQUIDATING TRUST, OWNERS; THE STAINBACK ORGANIZATION, DEVELOPER; LUKE STAINBACK, REPRESENTATIVE; AND UNDERWOOD DRAFTING AND SURVEYING, INC., SURVEYOR (2200 NORTH U.S. HIGHWAY 75)

APPROVE REPLAT INDEPENDENCE SQUARE ADDITION (2200 N. HWY 75)

COUNCIL MINUTES – MAY 18, 2020

The City Council approved the Replat of Lot 3, Block 2, Independence Square Addition, located at 2200 North U.S. Highway 75, between Taylor Street and Lamberth Road.

The 3.260 acre tract is zoned a C-1 (Retail Business) District and is also located in the O-1 (75 & 82) Overlay District. The developer would like to replat the property into one lot for commercial development.

Due to the Coronavirus, the April 21, 2020 regular meeting of the Planning and Zoning Commission was cancelled. The plat was submitted to the Development Services Department on March 24, 2020.

The Local Government Code provides that a municipal authority responsible for approving plats shall approve, approve with conditions, or disapprove a plan or plat within 30 days after the date the plan or plat is filed. A plan or plat is approved by the municipal authority unless it is disapproved within the period and in accordance with the Local Government Code.

CONSENT AGENDA.

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

THANK YOU TO FIRST RESPONDERS

Council Member Stevenson thanked the first responders during this pandemic. They go to work every day and then have to go home to their family. That's a hard thing to do and they do it without complaining.

He urged citizens to thank them, as well as doctors and nurses, for their service.

THANK YOU TO FIRST RESPONDERS

Council Member Teamann agreed with Council Member Stevenson and also wanted to thank first responders.

UNEMPLOYMENT DURING PANDEMIC

Council Member Melton agreed with Council Member Stevenson about thanking first responders, but said there are people taking advantage of unemployment. She said "it will end" and she hoped those taking advantage now, wouldn't regret it when that time comes and there aren't any jobs left.

ANNOUNCEMENTS

Mayor Plyler announced the following:

- Planning for Hot Summer Nights continues and the event will be compliant with public health guidelines, while still bringing some great music to the Municipal lawn.
- Coffee with the Mayor will be back live and in-person June 5, 2020, at 9:00 a.m., at Guild Mortgage.

MEDIA QUESTIONS

THANK YOU TO
FIRST RESPONDERS

THANK YOU TO
FIRST RESPONDERS

UNEMPLOYMENT
DURING PANDEMIC

ANNOUNCEMENTS

- He urged everyone to return their Census information as soon as possible. The Census determines a variety of Federal and State funding for Sherman, so everyone needs to be counted.

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

EXECUTIVE SESSION

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

- | | |
|--------------------|---|
| SECTION 551.071 -- | CONSULTATION WITH CITY ATTORNEY CONCERNING PENDING OR CONTEMPLATED LITIGATION |
| SECTION 551.071 -- | CONSULT WITH THE CITY ATTORNEY ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THIS CHAPTER |
| SECTION 551.074 -- | PERSONNEL MATTERS: DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE |
| SECTION 551.087 -- | DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS: DELIBERATE REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE CITY HAS RECEIVED FROM A BUSINESS PROSPECT AND DELIBERATE ANY OFFERS OR INCENTIVES TO THE BUSINESS PROSPECT |

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:21 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:53 p.m. and reconvened in Open Meeting.

COUNCIL MINUTES – MAY 18, 2020

OPEN MEETING

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

OPEN MEETING

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:54 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 1.

Meeting Date: 06/01/2020

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

PUBLIC HEARING

Renewing Guidelines and Criteria for the City of Sherman's Industrial and Commercial Tax Abatement Program to Promote Development/Redevelopment in Certain Areas of the City

Issue:

Holding a public hearing for renewal of the City of Sherman's Industrial and Commercial Tax Abatement Program

Background:

Before the City Council may reauthorize guidelines and criteria governing tax abatement agreements, the City Council must hold a public hearing regarding the proposed reauthorization at which members of the public are given the opportunity to be heard.

The recent changes in State law regarding tax revenue caps may have a limiting effect on the use of tax abatements as an economic development tool. As such, City staff would only utilize these tax abatement agreements if there were no adverse effect on future City revenues.

Origination:

Finance Department

Financial Consideration:

There is no impact to reauthorizing the guidelines and criteria for the City's Industrial and Commercial Tax Abatement Program. The impact of a particular abatement is evaluated when presented to the City Council.

Staff Recommendation:

It is recommended that the City Council hold a public hearing for the reauthorization of the City's Industrial and Commercial Tax Abatement Program.

Alternatives:

Those as may be directed by the City Council

Attachments

Resolution No. 6620

Industrial & Commercial Tax Reinvestment Procedures Manual & Application

RESOLUTION NO. 6620

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RENEWING GUIDELINES AND CRITERIA FOR THE CITY OF SHERMAN'S INDUSTRIAL AND COMMERCIAL TAX ABATEMENT PROGRAM TO PROMOTE DEVELOPMENT/REDEVELOPMENT IN CERTAIN AREAS OF THE CITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, by Resolution No. 6378, passed and approved on June 4, 2018, the City of Sherman declared its eligibility and intention to participate in the Tax Abatement Program to promote development/redevelopment in certain areas of the City and adopted Tax Abatement Guidelines and Criteria for use in all Tax Abatement Programs; and

WHEREAS, the City of Sherman is required to renew the guidelines and criteria adopted for this program every two years;

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

SECTION 1. That the City Council of the City of Sherman, Texas, hereby renews the following Tax Abatement Guidelines and Criteria for use in all Industrial and Commercial Tax Abatement Programs, as required by law:

CITY OF SHERMAN'S RENEWED INDUSTRIAL AND COMMERCIAL TAX ABATEMENT GUIDELINES AND CRITERIA

1. A tax abatement agreement must be reasonably likely to contribute to the retention or expansion of primary employment or to attract a primary employer to make a major capital investment that will benefit the City of Sherman's economic development. Primary employers are those companies whose sales, service and shipments are ultimately used in statewide, national or international markets.
2. A tax abatement agreement will not be entered into where a company is only changing its location within Grayson County, without increasing the number of employees, significantly expanding the facilities, or unless failure to grant such abatement would mean the loss of the business operation in Grayson County.
3. Tax abatement agreements will be considered for both new facilities and structures and for the expansion or modernization of existing facilities and structures.
4. The City Council of the City of Sherman will approve or deny a tax abatement request based upon the subjective evaluation of the following guidelines and criteria. The Council may consider any advisory recommendations received from the Tax Reinvestment Advisory

Committee as it may choose:

- **Employment Impact**

How many jobs will be brought to Sherman?

What types of jobs will be created?

List the number of jobs by class that will be created and the wage range of each class of job.

What will the total annual payroll be? Include current and increase factors.

Expectation for jobs filled by transfers from other company locations vs. locally-filled jobs.

- **Fiscal Impact**

How much real and personal property ~~value~~ will be added to the tax rolls, in square footage and in estimated value?

What is the economic life of the personal property?

What is the expected depreciation of the taxable value of the real and personal property?

How much direct sales tax will be generated for the City of Sherman during construction and after operations have commenced?

How will this project affect existing businesses and/or office facilities?

What infrastructure construction would be required?

What is the total annual operating budget of this facility projected to be? (For expansion, state current and projected increase.)

What is the estimated water use?

- **Community Impact**

What effect would the project have on the local housing market?

Is the project compatible with existing long-range or comprehensive plans?

What is the environmental impact of the project?

SECTION 2. That these Renewed Industrial and Commercial Tax Abatement Guidelines and Criteria shall be effective immediately upon the passage of this resolution.

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

PASSED AND APPROVED on this the ____ day of _____, 2020.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

**INDUSTRIAL AND COMMERCIAL
TAX REINVESTMENT
PROCEDURES MANUAL
AND
APPLICATION**



SHERMAN, TEXAS

TABLE OF CONTENTS

General Purpose and Objectives.....	3
Definition of Terms.....	4
Applicant Eligibility.....	5
Committee.....	6
Criteria.....	7
Procedures.....	8-9
Legal Documentation Preparation.....	10
Execution of Agreement.....	11-12

GENERAL PURPOSE AND OBJECTIVES

The City of Sherman is committed to the promotion of high quality 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, on a case-by-case basis, give consideration to providing tax abatement as a stimulation for economic development in Sherman. It is the policy of the City of Sherman that said consideration will be provided in accordance with the procedures and criteria outlined in this document. Nothing herein shall imply or suggest that the City of Sherman is under any obligation to provide tax abatement to any applicant. All applicants shall be considered on a case-by-case basis.

DEFINITION OF TERMS

Act – The Property Redevelopment and Tax Abatement Act, Texas Tax Code Ann. 312.001, et seq., as amended from time to time.

Agreement – A contractual agreement between a property owner and/or lessee and taxing entity for the purpose of tax abatement.

Applicant – An owner of real property located in a reinvestment zone who requests tax abatement in accordance with these guidelines.

Base Year Value – The assessed value of eligible property on January 1 preceding the execution of the agreement made after January 1 but before the execution of the agreement.

Economic Life – The number of years a property improvement is expected to be in service in a facility.

Deferred Maintenance – Improvements necessary for continued operations that do not improve productivity or alter the process technology.

Depreciation – reduction in the appraised and or taxable value (before abatement), of an asset with the passage of time.

Expansion – The addition or enlargement of buildings, structures, fixed machinery or equipment for the purposes of increasing production capacity.

Facility – Property improvements completed or in the process of construction which together comprise an integral whole.

Modernization – The replacement and upgrading of existing facilities which increases the productive input or output, updates the technology, or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing or repairing.

New Facility – A property previously undeveloped that is placed into service by means other than or in conjunction with expansion or modernization.

Reinvestment Zone – An area designated in accordance with the Act by the City of Sherman, or if outside the city limits of Grayson County. Only property in a Reinvestment Zone is eligible for tax abatement.

Total Facility – All buildings and structures including fixed machinery and equipment at the site(s) where the “abatement facility” is located.

APPLICANT ELIGIBILITY

A Facility may be eligible for abatement if it is located in a Reinvestment Zone and construction has not begun.

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 taxing entity and the property owner and lessee (if required), subject to such limitations as the taxing entity may require.

Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

Eligible Property – Abatement may be extended to the value of buildings, structures, machinery and equipment, site improvement plus that office space and related improvements necessary to the operation and administration of the facility.

Ineligible Property – The following types of property shall be fully taxable and ineligible for abatement: land; inventories; supplies; tools; furnishings and other forms of movable personal property; vehicles; vessels; aircraft; housing; hotel accommodations; deferred maintenance investments; projects such as LED lighting and ADA (Americans with Disabilities Act) improvements; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas.

Owned/Leased Facilities – If a leased facility is granted an abatement, the agreement shall be executed with the lessor and the lessee. Further constraints will be considered under any lease hold facility.

Value and Term of Abatement – Upon determination that a Tax Abatement should be offered to the applicant, the value and terms of the abatement to be considered will be up to ten (10) years and up to 100% abatement including the construction period as provided by Texas State Law. Abatement shall be granted effective with the January 1 valuation date immediately following the date of execution of the abatement agreement. However, if requested, a one-year deferral may be granted.

Required Investment – Generally, a project must include at least \$5,000,000 in investment to be considered for a tax abatement.

COMMITTEE

Any request for tax abatement shall be reviewed by the Tax Reinvestment Committee, said committee being comprised of two elected officials from each of the tax entities involved.

The Tax Reinvestment Committee may consider requests for abatement for property not presently located in a Reinvestment Zone. In that case, the Tax Reinvestment Committee will also make a recommendation to the City of Sherman that a certain geographic area be designated a Reinvestment Zone.

The Tax Reinvestment Committee serves as a recommending body to the taxing entities regarding whether economic development incentives should be offered in each individual case.

CRITERIA

Employment Impact

How many jobs will be brought to Sherman?

What types of jobs will be created?

List the number of jobs by class that will be created and the wage range of each class of job.

What will the total annual payroll be? Include current and increase factors.

Expectation for jobs filled by transfers from other company locations vs. locally-filled jobs.

Fiscal Impact

How much real and personal property will be added to the tax rolls, in square footage and in estimated value?

What is the economic life of the personal property?

What is the expected depreciation of the taxable value of the real and personal property?

How much direct sales tax will be generated for the City of Sherman during construction and after operations have commenced?

How will this project affect existing businesses and/or office facilities?

What infrastructure construction would be required?

What is the total annual operating budget of this facility projected to be? (For expansion, state current and projected increase.)

What is the estimated water use?

Community Impact

What effect would the project have on the local housing market?

How compatible is the project with the City's Comprehensive Plan?

What environmental impact, if any, will be created by the project?

PROCEDURES

Grayson County, Grayson College, Sherman Independent School District, and the City of Sherman have in place resolutions allowing them to participate in Tax Reinvestment Zones and tax abatement agreements.

Any person, partnership, organization, corporation or other entity desiring that the City of Sherman consider providing tax abatement to encourage location of operations within the city limits of Sherman shall be required to comply with the following procedural guidelines. Nothing within these guidelines shall imply or suggest that Sherman be under any obligation to provide a tax abatement in any amount of value to any applicant.

1. Preliminary Application Steps

- A. Applicant shall submit an "Application for Tax Abatement."
- B. Applicant shall address all criteria questions outlined in Section II in narrative form.
- C. Applicant shall prepare a survey map showing the precise location of the property, all roadways within five hundred (500) feet of the site, all existing land uses and zoning within five hundred (500) feet of the site, and the kind, number and location of all proposed improvements.
- D. City may request applicant to provide substantiation of the economic feasibility of the overall project to assist in determining the long-term benefit to the City.
- E. A complete legal description shall be provided.
- F. Applicant shall complete all forms and information detailed in Items A through B above and submit them to the City of Sherman or the Sherman Economic Development Corporation (SEDCO).

2. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be required as needed.

Applicant may be asked to meet with representatives of the City and SEDCO to discuss the details of the application and prepare it for a presentation of proposal to the Tax Reinvestment Committee. These meetings are held in confidence.

3. Applicant presents a proposal to the Tax Reinvestment Committee. (This committee consists of two representatives from the following taxing entities: Grayson County, Sherman Independent School District, Grayson College, and the Sherman City Council.) The proposal will need to include the total capital investment, type of project, and number of expected jobs to be created. The Tax Reinvestment Committee will determine the percentage and duration of tax abatement, if any, they will propose to their respective boards and council. Again, these meetings are held in confidence.
4. The Tax Reinvestment Committee representatives will present the proposal under an identifying number to avoid disclosure of Applicant to: Grayson County Commissioners Court, Sherman Independent School District Board, Grayson College Board, and the Sherman City Council.

The representatives are responsible for requesting this item be placed on their respective agendas for discussion.

If the Applicant's facility is not in a Reinvestment Zone, the City of Sherman's representatives will propose an ordinance to the City Council, designating the Tax Reinvestment Zone and approving the terms of percentage and duration of tax abatement. If the Applicant is located outside the Sherman city limits, and is within Grayson County, the Tax Reinvestment Zone would be designated by Grayson County.

The governing bodies of the Sherman Independent School District, Grayson College, and Grayson County may consider participation in the tax abatement agreement between the City of Sherman and the Applicant.

LEGAL DOCUMENTATION PREPARATION

The governing body eligible for initiating the designation of the Reinvestment Zone (City or County) will be responsible for drafting the proposed agreement pursuant to the approved Tax Abatement, as well as all collateral documentation.

All legal fees associated with the drafting of the document are to be paid by the applicant.

The legal document is to include the following:

1. Estimated value of expansion or 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.

EXECUTION OF AGREEMENT

TAX REINVESTMENT ZONE INDUSTRIAL AND COMMERCIAL APPLICATION

SECTION I

1. Property Owner: _____
Mailing Address: _____
Telephone Numbers: _____
2. Property Owner's Representative: _____
Mailing Address: _____
Telephone Numbers: _____
3. Physical Property Address: _____
4. Property Legal Description (include as an attachment with metes and bounds)
5. Property is located within: City of Sherman? _____
 Sherman I.S.D.? _____
 Grayson County? _____
6. Description of Project: _____

7. Date of projected occupation of project/initiation of operations: _____
8. Narrative response to criteria questions in Section II of application? _____
(Yes or No, and include attachment)

SECTION II

Employment Impact

How many jobs will be brought to Sherman?

What types of jobs will be created?

List the number of jobs that will be created and the wage range of each class of job.

What will the total annual payroll be? Include current and increase factors.

Expectation for jobs filled by transfers from other company locations vs. locally-filled jobs.

Fiscal Impact

How much real and personal property will be added to the tax rolls, in square footage and in estimated value?

What is the economic life of the personal property?

What is the expected depreciation of the taxable value of the real and personal property?

How much direct sales tax will be generated for the City of Sherman during construction and after operations have commenced?

How will this project affect existing businesses and/or office facilities?

What infrastructure construction would be required?

What is the total annual operating budget of this facility projected to be? (For expansion, state current and projected increase.)

What is the estimated water use?

Community Impact

What effect would the project have on the local housing market?

How compatible is the project with the City's Comprehensive Plan?

What environmental impact, if any, will be created by the project?



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 2.

Meeting Date: 06/01/2020

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6296

Extending the Corporate Limits of Said City so as to Annex 6.00 acres of land located East of Lamberth Road, at the Intersection of Meadowlake Drive and Lamberth Road, adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction; Providing for a Municipal Service Plan

Issue:

To introduce, hold a public hearing, and consider adoption of the annexation ordinance that extends the City of Sherman's corporate limits so as to annex a 6.00 acre tract of land located east of Lamberth Road, at the intersection of Meadowlake Drive and Lamberth Road, adjacent to the Sherman city limits, and in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

It is the City's intention to annex specifically identified individual areas in the City's ETJ, in accordance with state law and the City Charter. This annexation was initiated by the property owner, Debra J. (McConnell) Wiley. At its March 16th meeting, the City Council approved the schedule for annexation of this property, which set the first and second public hearings for the April 6th meeting, and introduction and adoption of the Ordinance to annex the subject property at the May 4th regular Council meeting. The schedule was revised at the April 20th City Council meeting due to the cancellation of the April 6th meeting; and set the first and second public hearings for the May 4th regular Council meeting, and adoption of the Ordinance for this June 1st regular Council meeting. The first and second public hearings were held on May 4th, as scheduled, with no objections received.

The annexation was requested by the property owner.

Origination:

Letter requesting annexation by Debra J. (McConnell) Wiley, subject Property Owner / Developer

Financial Consideration:

Once developed, the additional property taxes on the land raised from this annexation are estimated at about \$2,800.00 annually, which approximates the estimated costs associated with providing general City services.

Staff Recommendation:

It is recommended that the City Council introduce, hold the public hearing, and consider adoption of the ordinance for annexation of this 6.00 acre tract of land located east of Lamberth Road, at the intersection of Meadowlake Drive and Lamberth Road, adjacent to the Sherman city limits and in the City's ETJ.

Alternatives:

As directed by the City Council

Attachments

Ordinance No. 6296

Exhibit A - Legal Description and Drawing

Municipal Service Plan

Request for Annexation dated February 20, 2020

Annexation Scheduling Plan approved at April 20th City Council Meeting

Aerial Location Map

ORDINANCE NO. 6296

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX 6.00 ACRES OF LAND LOCATED EAST OF LAMBERTH ROAD, AT THE INTERSECTION OF MEADOWLAKE DRIVE AND LAMBERTH ROAD, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION; PROVIDING FOR A MUNICIPAL SERVICE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; 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, Chapter 43 of the Texas Local Government Code and Article X, Section 12 of the City Charter of Sherman, Texas, an incorporated City, authorizes the annexation of territory, subject to the laws of this State; and

WHEREAS, the procedures proscribed in Chapter 43 of the Texas Local Government Code, the City Charter of the City of Sherman, Texas, and any other applicable laws have been duly followed with respect to the territory described in Section 1 of this Ordinance;

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

SECTION 1. That the limits of the City of Sherman, Texas, shall be extended so as to hereinafter include within the corporate limits of said City the tracts of land, being more particularly described and shown in Exhibit "A".

SECTION 2. That the inhabitants thereof shall hereinafter be entitled to all the rights and privileges of other citizens of the City of Sherman and they shall be bound by the acts, ordinances, resolutions, and regulations of said City.

SECTION 3. That the Service Plan for the annexed area is adopted and attached as Exhibit "C" to this Ordinance and incorporated for all purposes.

SECTION 4. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 5. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

INTRODUCED on this the _____ day of _____, 2020.

ADOPTED on this the _____ day of _____, 2020.

EFFECTIVE DATE on this the _____ day of _____, 2020.

CITY OF SHERMAN, TEXAS

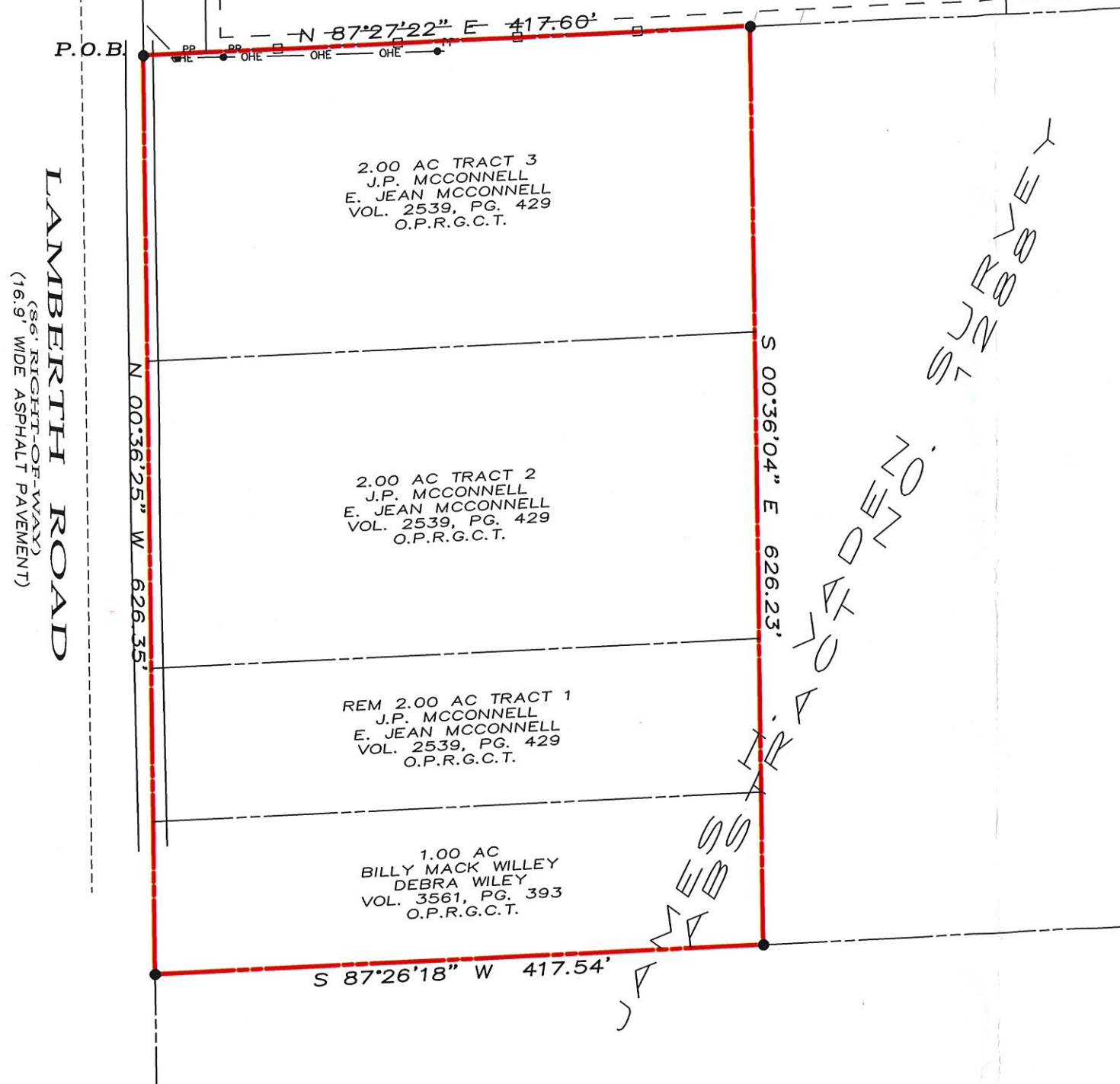
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



LEGEND

PP	POWER POLE
---	BOUNDARY LINE
---	PROPERTY LINE
□	STOCKADE FENCE
— OHE — OHE —	OVERHEAD ELECTRIC LINE

SCALE
1" = 100'

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the J.H. Vaden Survey, Abstract No. 1288, and being that same tract of land described as Tract 1, Tract 2 and Tract 3 conveyed to J.P. McConnell and wife E. Jean McConnell by deed recorded in Volume 2539, Page 429, Official Public Records, Grayson County, Texas, also being that same tract of land described as 1.00 acres conveyed to Billy Mack Wiley and wife Debra J. Wiley and being more particularly described by metes and bounds as follows:

Beginning at a point in the center of Lambreth Road at the northeast corner of said Tract 3:

Thence North 87°27'22" East a distance of 417.60 feet to a point;

Thence South 00°36'04" East a distance of 626.23 feet to a point;

Thence South 87°26'18" West a distance of 417.54 feet to a point;

Thence North 00°36'25" West a distance of 626.35 feet to the Point of Beginning and containing 6.000 acres of land.

I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. Its use or disclosure in whole or part without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.

This survey is also unpublished work protected under the copyright laws of the United States of America. If this work becomes published, the following notice shall apply:

Copyright ©2020
Underwood Drafting & Surveying, Inc.
All rights reserved.

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

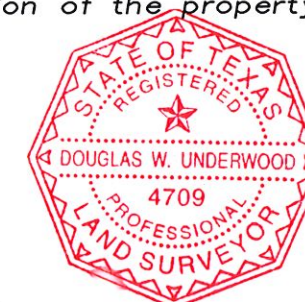


DRAFTING & SURVEYING

3404 INTERURBAN ROAD

DENISON, TEXAS 75021

(903)465-2151



Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300

DATE OF SURVEY: 12/31/19

City of Sherman Municipal Service Plan Lamberth Road at Meadowlake Drive

INTRODUCTION:

The annexation is the site of approximately 6.00 acres east of Lamberth Road, at the intersection of Meadowlake Drive and Lamberth Road, lying adjacent to the City of Sherman existing city limits.

This annexation is a step in the process of providing for the orderly growth and development of the City, to protect the City from substandard development and to provide for the enlargement of the city limits by including developments and improvements that are logically a part of the City and receive city utilities.

MUNICIPAL SERVICES TO BE PROVIDED:

POLICE PROTECTION: Patrolling, radio responses to calls, and other routine police services, using present personnel and equipment will be provided on the effective date of annexation.

FIRE PROTECTION: Fire protection by the present personnel and equipment of the fire fighting force will be provided on the effective date of annexation.

SOLID WASTE: The same solid waste collection and disposal service now provided within the City of Sherman will be extended to the annexed area on the effective date of annexation.

BULK WASTE PICKUP: Free monthly bulk trash and brush pickup would be available on the effective date of annexation.

STREETS AND BRIDGES: All roads shall be accepted in current as-is conditions and shall be maintained by the City of Sherman. Any future streets or improvements will be developed by the standard provisions of the Developer's Ordinance. Street lighting will be established according to city guidelines.

PARKS: No public parks exist in the area to be annexed. Any new park facilities will be developed according to existing City policies as applicable to all city residents.

CONSTRUCTION INSPECTIONS: Building inspection activities will be available upon

annexation.

ENVIRONMENTAL HEALTH AND HEALTH CODE ENFORCEMENT: Enforcement of the City's environmental health ordinances and regulations shall be provided within this area on the effective date of the annexation ordinance.

ANIMAL CONTROL: Animal control services will be provided by the City on the effective date of annexation.

PLANNING AND ZONING: The Planning and Zoning jurisdiction of the City will extend to this area on the effective date of this annexation. All areas will be annexed as an R-A on the effective date of the annexation ordinance.

CAPITAL IMPROVEMENTS:

WATER SERVICE: City water service will be extended from the city main on Lamberth Road to serve the location. Private Easements will be obtained by property owner requesting annexation to ensure installation availability. Any required utility extensions will be constructed in accordance with the City's Developer's Ordinance.

SEWER SERVICE: Due to the configuration and location of the platted lots, all properties within the annexation area will be served by individual and privately owned on-site waste treatment systems. Therefore, the City of Sherman will not provide sewer services to this area.

2/24/20

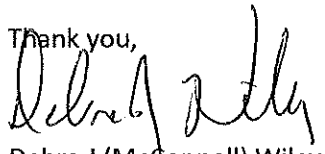
Amber Doan
City Hall
220 W Mulberry St
Sherman, TX 75091

Dear Ms Doan,

Enclosed please find the annexation survey provided by Underwood Surveyors.
Also is my original letter requesting the annexation of my property at 3939 W. Lamberth Rd.
At Mr Philpotts recommendation we are now requesting the property at 4045 W Lamberth Rd
be included in the annexation. The survey is for both properties.

Please advise me as soon as possible if anything else is required.

Thank you,

A handwritten signature in black ink, appearing to read "Debra J Wiley", written over the printed name.

Debra J (McConnell) Wiley

903-821-7953

6/15/19

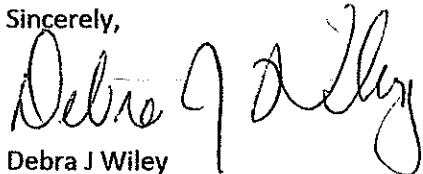
Amber Doan
City Hall
220 W. Mulberry St
Sherman, TX 75091

Dear Ms. Doan,

The purpose of this letter is to request that our property at 3939 W Lamberth Rd be annexed. My mother, E Jean McConnell owned the property next door at 4045 W Lamberth Rd. When we built our house she allowed us to tie into her well. As my mother has passed away, we will be putting her property on the market in the near future. It's likely whoever purchases the property will not want us tied into their well. Therefore, I am requesting this annexation so that we can eventually be able to tie into the city water.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in cursive script, appearing to read "Debra J Wiley", followed by a horizontal line.

Debra J Wiley
903-821-7953

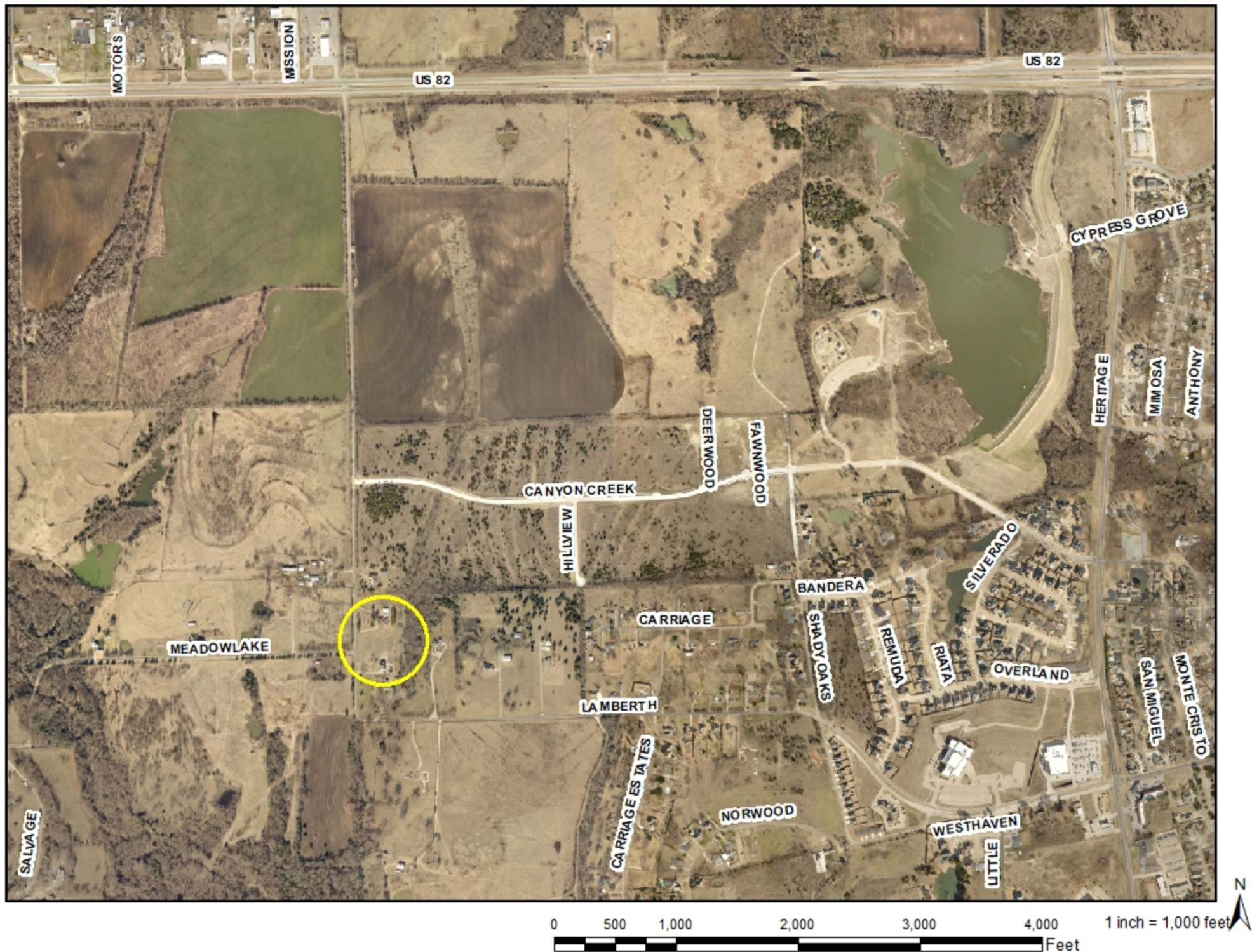
ANNEXATION SCHEDULING PLAN

**Annexation of 6.00 acres of land adjacent to the city limits
located East of Lamberth Road,
at the Intersection of Meadowlake Drive and Lamberth Road,
being more specifically described as:
WILEY DEVELOPMENT**

- Wednesday, April 22, 2020..... Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
- Thursday, April 23, 2020..... Post notice on City's website, newspaper and City Hall for City Council's 1st and 2nd Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
- Thursday, April 30, 2020..... Post notice of 1st and 2nd Public Hearing under the Open Meetings Act.
- Monday, May 4, 2020..... City Council's 1st and 2nd Public Hearing on intent to annex and service plan.* (Regular Council Meeting)
- Thursday, May 28, 2020..... Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.*
- Monday, June 1, 2020..... City Council Public Hearing for introduction and consideration of adoption of annexation ordinance.* (Regular Council Meeting)

* If more than twenty (20) adults who are residents of the area to be annexed protest within ten (10) days of the notice by publication, then one (1) of the public hearings must be held in the area to be annexed.

Annexation of Lamberth Road at Meadowlake Drive





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 3.

Meeting Date: 06/01/2020

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6297

Extending the Corporate Limits of Said City so as to Annex Approximately 10.25 acres of land located West of East Street, South of Sherman Street, and East of Montgomery Street, adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction; Providing for a Municipal Service Plan

Issue:

To introduce, hold a public hearing, and consider adoption of the annexation ordinance that extends the City of Sherman's corporate limits so as to annex approximately 10.25 acres of land situated west of East Street, south of Sherman Street, and east of Montgomery Street, adjacent to the Sherman City Limits, and in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

It is the City's intention to annex specifically identified individual areas in the City's ETJ, in accordance with state law and the City Charter. At its April 20th meeting, the City Council approved the schedule for annexation of this property, which set the first and second public hearings for the May 4th regular Council meeting, and adoption of the Ordinance for this June 1st regular Council meeting. The first and second public hearings were held on May 4th, as scheduled, with no objections received.

This annexation was initiated by the property owner, Kirk D. Allen also known as Karl Allen.

Origination:

Letter requesting annexation by Kirk D. Allen also known as Karl Allen, subject Property Owner / Developer

Financial Consideration:

Once developed, the additional property taxes on the land raised from this annexation are estimated at about \$29,000.00 annually, which approximates the estimated costs associated with providing general City services.

Staff Recommendation:

It is recommended that the City Council introduce, hold the public hearing, and consider adoption of the ordinance for annexation of this approximately 10.25 acre tract of land located west of East Street, south of Sherman Street, and east of Montgomery Street, adjacent to the Sherman city limits and in the City of Sherman's ETJ.

Alternatives:

As directed by the City Council

Attachments

Ordinance No. 6297

Exhibit A - Legal Description and Drawing

Municipal Service Plan

Request for Annexation

Annexation Scheduling Plan approved at the April 20th City Council Meeting

Aerial Location Map

ORDINANCE NO. 6297

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX APPROXIMATELY 10.25 ACRES OF LAND LOCATED WEST OF EAST STREET, SOUTH OF SHERMAN STREET, AND EAST OF MONTGOMERY STREET, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION; PROVIDING FOR A MUNICIPAL SERVICE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; 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, Chapter 43 of the Texas Local Government Code and Article X, Section 12 of the City Charter of Sherman, Texas, an incorporated City, authorizes the annexation of territory, subject to the laws of this State; and

WHEREAS, the procedures proscribed in Chapter 43 of the Texas Local Government Code, the City Charter of the City of Sherman, Texas, and any other applicable laws have been duly followed with respect to the territory described in Section 1 of this Ordinance;

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

SECTION 1. That the limits of the City of Sherman, Texas, shall be extended so as to hereinafter include within the corporate limits of said City the tracts of land, being more particularly described and shown in Exhibit "A".

SECTION 2. That the inhabitants thereof shall hereinafter be entitled to all the rights and privileges of other citizens of the City of Sherman and they shall be bound by the acts, ordinances, resolutions, and regulations of said City.

SECTION 3. That the Service Plan for the annexed area is adopted and attached as Exhibit "C" to this Ordinance and incorporated for all purposes.

SECTION 4. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 5. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

INTRODUCED on this the _____ day of _____, 2020.

ADOPTED on this the _____ day of _____, 2020.

EFFECTIVE DATE on this the _____ day of _____, 2020.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



DRAFTING & SURVEYING, INC.

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Preston Kitchen Survey, Abstract No. 667, and being all of the same tract of land described as 5.00 acres conveyed by Centex Home Equity Company to Karl Allen by deed dated April 10, 2003, recorded in Volume 3435, Page 641, Official Public Records, Grayson County, Texas, and also being the same tract of land described as 4.714 acres, Save & Except 0.252 acres, conveyed by Dale R. Gouge to Kirk D. Allen by deed dated June 26, 2003, recorded in Volume 3501, Page 795, said Official Public Records, and also being all of the same tracts of land referred to as Tract One, described as 0.546 acres, and Tract Two, being the above mentioned 0.252 acre tract, as conveyed by Donald W. Sloan et ux to said Kirk D. Allen et ux by deed dated March 31, 2004, recorded in Volume 5442, Page 370, said Official Public Records, and including a portion of Blocks 54, 55, and 56 and platted streets and alleys through said Blocks of South Side Addition to the City of Sherman as shown by plat of record in Volume 94, Page 135, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod found maintaining the Northwest corner of the said 5.00 acre tract in the South line of Sherman Street, also being the most Northerly Northeast corner of the same tract of land described as 50.908 acres conveyed by Karl S. Morris to Harold E. Falk et ux by deed dated August 26, 1982, recorded in Volume 1616, Page 664, said Deed Records;

Thence North 75°03'45" East with said South line of Sherman Street a distance of 352.00 feet to a 1/2" steel rod found maintaining the Northeast corner of the said 5.00 acre tract in the West line of an alley;

Thence South 14°56'15" East with said West line of alley a distance of 200.00 feet to a 1/2" steel rod found maintaining an angle point in the East line of the said 5.00 acre tract and the most Westerly Northwest corner of the said 4.714 acre tract;

Thence North 75°03'45" East a distance of 16.00 feet to a 1/2" steel rod set marking an inside "L" corner to the said 4.714 acre tract in the East line of said alley, said rod also marking the Southwest corner of said Tract Two (2.52 acre tract);

Thence North 14°56'15" West with said East line of alley, passing the Northwest corner of both said 4.714 acre tract and Tract Two and the Southwest corner of the said 0.546 acre tract and continuing for a total distance of 200.00 feet to a 1/2" steel rod set marking the Northwest corner of the said 0.546 acre tract in the said South line of Sherman Street;

Thence North 75°03'45" East a distance of 100.00 feet to a 1/2" steel rod set marking the Northeast corner of the said 0.546 acre tract in the Westerly line of a public road locally known as East Street;

Thence South 53°58'15" East with said West line of East Street and East line of the said 0.546 acre tract a distance of 123.10 feet to a 1/2" steel rod found at an angle point;

(10.25 ac. cont'd.)

Thence South 44°39'52" East continuing with said West line of East Street a distance of 62.62 feet to a 5/8" steel rod found maintaining the Southeast corner of the said 0.546 acre tract and the Northeast corner of both said 4.714 acre tract and Tract Two;

Thence South 38°59'40" East continuing with said West line of East Street, passing the Southeast corner of said Tract two and continuing for a total distance of 220.53 feet to a 1" pipe found at an angle point;

Thence South 34°17'17" East continuing with said West line of East Street a distance of 363.29 feet to a 1/2" steel rod found maintaining the Southeast corner of the said 4.714 acre tract;

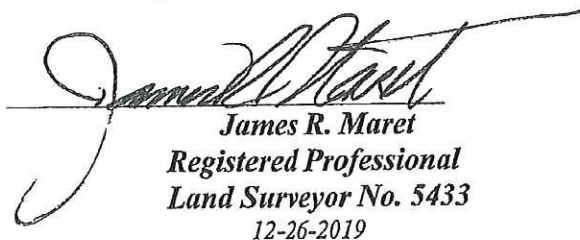
Thence South 74°11'53" West with the general course of a fence along the South line of the said 4.714 acre tract a distance of 442.00 feet to a 1/2" steel rod found maintaining the most Easterly Northeast corner of the said Falk tract;

Thence South 74°51'49" West continuing with said general course of fence, passing the Southwest corner of the said 4.714 acre tract and the Southeast corner of the said 5.00 acre tract and continuing for a total distance of 324.59 feet to a 1/2" steel rod set marking the Southwest corner of the said 5.00 acre tract and an inside "L" corner to the said Falk tract;

Thence North 16°35'41" West with the general course of a fence along the West line of the said 5.00 acre tract and East line of the said Falk tract a distance of 702.23 feet to the Point-of-Beginning and containing 10.25 acres of land more or less.....

I, James R. Maret, Registered Professional Land Surveyor, hereby certify that the above legal description was prepared from an actual survey made on the ground and is true and correct to the best of my knowledge and belief.




James R. Maret
Registered Professional
Land Surveyor No. 5433
12-26-2019

City of Sherman
Municipal Service Plan
Southside Addition – Post Oak Place

INTRODUCTION:

The annexation is the site of approximately 10.25 acres West of East Street, South of Sherman Street, and East of Montgomery Street, lying adjacent to the City of Sherman existing city limits.

This annexation is a step in the process of providing for the orderly growth and development of the City, to protect the City from substandard development and to provide for the enlargement of the city limits by including developments and improvements that are logically a part of the City and receive city utilities.

MUNICIPAL SERVICES TO BE PROVIDED:

POLICE PROTECTION: Patrolling, radio responses to calls, and other routine police services, using present personnel and equipment will be provided on the effective date of annexation.

FIRE PROTECTION: Fire protection by the present personnel and equipment of the fire fighting force will be provided on the effective date of annexation.

SOLID WASTE: The same solid waste collection and disposal service now provided within the City of Sherman will be extended to the annexed area on the effective date of annexation.

BULK WASTE PICKUP: Free monthly bulk trash and brush pickup would be available on the effective date of annexation.

STREETS AND BRIDGES: All roads shall be accepted in current as-is conditions and shall be maintained by the City of Sherman. Any future streets or improvements will be developed by the standard provisions of the Developer's Ordinance. Street lighting will be established according to city guidelines.

PARKS: No public parks exist in the area to be annexed. Any new park facilities will be developed according to existing City policies as applicable to all city residents.

CONSTRUCTION INSPECTIONS: Building inspection activities will be available upon

annexation.

ENVIRONMENTAL HEALTH AND HEALTH CODE ENFORCEMENT: Enforcement of the City's environmental health ordinances and regulations shall be provided within this area on the effective date of the annexation ordinance.

ANIMAL CONTROL: Animal control services will be provided by the City on the effective date of annexation.

PLANNING AND ZONING: The Planning and Zoning jurisdiction of the City will extend to this area on the effective date of this annexation. All areas will be annexed as an R-1 on the effective date of the annexation ordinance.

CAPITAL IMPROVEMENTS:

WATER SERVICE: Upon annexation, the City of Sherman will provide water service to the annexed area. Any required utility extensions to serve the area will be constructed in accordance with the City's Developer's Ordinance.

SEWER SERVICE: Upon annexation, the City of Sherman will provide sewer service to the annexed area. Any required utility extensions to serve the area will be constructed in accordance with the City's Developer's Ordinance.

City of Sherman
Engineering Department
Attn: Amber Doan

Amber,

Per our prior discussion on annexation related to the pending subdivision development at my property, located at both 418 and 420 E Sherman Street, and the associated parcels in the name of Kirk And Heather Allen, or Karl Allen, all owned or controlled by myself, please accept this request to begin annexation proceedings to include this set of parcels and property into the City of Sherman.

I am requesting annexation pursuant to a reviewed but soon to be submitted request for approval of a new development located at the noted property. Should this development be unapproved, this annexation is still beneficial as the projected taxes more than offset the double rates I pay for city utilities, which are the only ones available at this property as Choctaw Water District, in which I am also located, offers no services to this property as it is adjacent to and currently connected to city utilities under grandfathered conditions, under a renewing 5 year contract.

Should this request meet objections, please let me know, and should I need to do anything further, please let me know also and I will respond immediately.

Kirk D. Allen

A handwritten signature in black ink, appearing to read "Kirk D. Allen", is written over a horizontal line. The signature is stylized with large, sweeping loops.



DRAFTING & SURVEYING, INC.

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Preston Kitchen Survey, Abstract No. 667, and being all of the same tract of land described as 5.00 acres conveyed by Centex Home Equity Company to Karl Allen by deed dated April 10, 2003, recorded in Volume 3435, Page 641, Official Public Records, Grayson County, Texas, and also being the same tract of land described as 4.714 acres, Save & Except 0.252 acres, conveyed by Dale R. Gouge to Kirk D. Allen by deed dated June 26, 2003, recorded in Volume 3501, Page 795, said Official Public Records, and also being all of the same tracts of land referred to as Tract One, described as 0.546 acres, and Tract Two, being the above mentioned 0.252 acre tract, as conveyed by Donald W. Sloan et ux to said Kirk D. Allen et ux by deed dated March 31, 2004, recorded in Volume 5442, Page 370, said Official Public Records, and including a portion of Blocks 54, 55, and 56 and platted streets and alleys through said Blocks of South Side Addition to the City of Sherman as shown by plat of record in Volume 94, Page 135, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

***Beginning** at a 1/2" steel rod found maintaining the Northwest corner of the said 5.00 acre tract in the South line of Sherman Street, also being the most Northerly Northeast corner of the same tract of land described as 50.908 acres conveyed by Karl S. Morris to Harold E. Falk et ux by deed dated August 26, 1982, recorded in Volume 1616, Page 664, said Deed Records;*

***Thence** North 75°03'45" East with said South line of Sherman Street a distance of 352.00 feet to a 1/2" steel rod found maintaining the Northeast corner of the said 5.00 acre tract in the West line of an alley;*

***Thence** South 14°56'15" East with said West line of alley a distance of 200.00 feet to a 1/2" steel rod found maintaining an angle point in the East line of the said 5.00 acre tract and the most Westerly Northwest corner of the said 4.714 acre tract;*

***Thence** North 75°03'45" East a distance of 16.00 feet to a 1/2" steel rod set marking an inside "L" corner to the said 4.714 acre tract in the East line of said alley, said rod also marking the Southwest corner of said Tract Two (2.52 acre tract);*

***Thence** North 14°56'15" West with said East line of alley, passing the Northwest corner of both said 4.714 acre tract and Tract Two and the Southwest corner of the said 0.546 acre tract and continuing for a total distance of 200.00 feet to a 1/2" steel rod set marking the Northwest corner of the said 0.546 acre tract in the said South line of Sherman Street;*

***Thence** North 75°03'45" East a distance of 100.00 feet to a 1/2" steel rod set marking the Northeast corner of the said 0.546 acre tract in the Westerly line of a public road locally known as East Street;*

***Thence** South 53°58'15" East with said West line of East Street and East line of the said 0.546 acre tract a distance of 123.10 feet to a 1/2" steel rod found at an angle point;*

(10.25 ac. cont'd.)

Thence South 44°39'52" East continuing with said West line of East Street a distance of 62.62 feet to a 5/8" steel rod found maintaining the Southeast corner of the said 0.546 acre tract and the Northeast corner of both said 4.714 acre tract and Tract Two;

Thence South 38°59'40" East continuing with said West line of East Street, passing the Southeast corner of said Tract two and continuing for a total distance of 220.53 feet to a 1" pipe found at an angle point;

Thence South 34°17'17" East continuing with said West line of East Street a distance of 363.29 feet to a 1/2" steel rod found maintaining the Southeast corner of the said 4.714 acre tract;

Thence South 74°11'53" West with the general course of a fence along the South line of the said 4.714 acre tract a distance of 442.00 feet to a 1/2" steel rod found maintaining the most Easterly Northeast corner of the said Falk tract;

Thence South 74°51'49" West continuing with said general course of fence, passing the Southwest corner of the said 4.714 acre tract and the Southeast corner of the said 5.00 acre tract and continuing for a total distance of 324.59 feet to a 1/2" steel rod set marking the Southwest corner of the said 5.00 acre tract and an inside "L" corner to the said Falk tract;

Thence North 16°35'41" West with the general course of a fence along the West line of the said 5.00 acre tract and East line of the said Falk tract a distance of 702.23 feet to the Point-of-Beginning and containing 10.25 acres of land more or less.....

I, James R. Maret, Registered Professional Land Surveyor, hereby certify that the above legal description was prepared from an actual survey made on the ground and is true and correct to the best of my knowledge and belief.




James R. Maret
Registered Professional
Land Surveyor No. 5433
12-26-2019

[illegible]

ANNEXATION SCHEDULING PLAN

**Annexation of approximately 10.25 acres of land adjacent to the city limits,
located West of East Street, South of Sherman Street, and East of Montgomery Street,
being more specifically described as:
SOUTHSIDE ADDITION – POST OAK PLACE**

- Wednesday, April 22, 2020..... Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
- Thursday, April 23, 2020..... Post notice on City's website, newspaper and City Hall for City Council's 1st and 2nd Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
- Thursday, April 30, 2020..... Post notice of 1st and 2nd Public Hearing under the Open Meetings Act.
- Monday, May 4, 2020..... City Council's 1st and 2nd Public Hearing on intent to annex and service plan.* (Regular Council Meeting)
- Thursday, May 28, 2020..... Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.*
- Monday, June 1, 2020..... City Council Public Hearing for introduction and consideration of adoption of annexation ordinance.* (Regular Council Meeting)

* If more than twenty (20) adults who are residents of the area to be annexed protest within ten (10) days of the notice by publication, then one (1) of the public hearings must be held in the area to be annexed.



0 250 500 1,000 1,500 2,000 1 inch = 500 feet
Feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 4.

Meeting Date: 06/01/2020

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 6296 and 6297

Issue:

- C. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6296**
Extending the Corporate Limits of Said City so as to Annex 6.00 acres of land located East of Lamberth Road, at the Intersection of Meadowlake Drive and Lamberth Road, adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction; Providing for a Municipal Service Plan
- C. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6297**
Extending the Corporate Limits of Said City so as to Annex Approximately 10.25 acres of land located West of East Street, South of Sherman Street, and East of Montgomery Street, adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction; Providing for a Municipal Service Plan
-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 5.

Meeting Date: 06/01/2020

Prepared By: Pamela Cloer, Assistant to the City Manager

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:

D. 3. * RESOLUTION NO. 6622

Authorizing Execution of a Professional Engineering Services Agreement with Hayter Engineering for Design of the 2021 South Surface Waterline and Southwest Booster Pump Station Modification Project

D. 4. * RESOLUTION NO. 6623

Appointing a Voting Member to the Technical Advisory Committee of the Sherman-Denison Metropolitan Planning Organization

E. 2. * REQUEST TO ADVERTISE

Proposals for a Generator and Uninterrupted Power Supply (UPS) at the Sherman Municipal Building



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 1.

Meeting Date: 06/01/2020

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6620

Renewing Guidelines and Criteria for the City of Sherman's Industrial and Commercial Tax Abatement Program to Promote Development/Redevelopment in Certain Areas of the City

Issue:

To reauthorize the guidelines and criteria established for the City of Sherman's Industrial Tax Abatement Program

Background:

Tax Code, Chapter 312, Section 312.002 requires the City to reauthorize its Industrial Tax Abatement Program guidelines and criteria every two years. The last renewal was approved at the June 4, 2018 City Council meeting. This program, which began on July 18, 1988 with the City Council's adoption of Resolution No. 2455, is intended to promote commercial and industrial development and the creation of jobs. No changes to the program are proposed at this time.

The recent changes in State law regarding tax revenue caps may have a limiting effect on the use of tax abatements as an economic development tool. As such, City staff would only utilize these tax abatement agreements if there were no adverse effect on future City revenues.

Origination:

City Manager Robby Hefton

Financial Consideration:

There is no immediate impact to reauthorizing the guidelines and criteria for the City's Industrial and Commercial Tax Abatement Program. The impact of a particular abatement is evaluated when the abatement agreement is presented to the City Council.

Staff Recommendation:

The staff recommends that the City Council approve the resolution.

Alternatives:

The City Council could decide not to participate in the Industrial and Commercial Tax Abatement Program.

Attachments

Resolution No. 6620

Industrial & Commercial Tax Reinvestment Procedures Manual and Application

RESOLUTION NO. 6620

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RENEWING GUIDELINES AND CRITERIA FOR THE CITY OF SHERMAN'S INDUSTRIAL AND COMMERCIAL TAX ABATEMENT PROGRAM TO PROMOTE DEVELOPMENT/REDEVELOPMENT IN CERTAIN AREAS OF THE CITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, by Resolution No. 6378, passed and approved on June 4, 2018, the City of Sherman declared its eligibility and intention to participate in the Tax Abatement Program to promote development/redevelopment in certain areas of the City and adopted Tax Abatement Guidelines and Criteria for use in all Tax Abatement Programs; and

WHEREAS, the City of Sherman is required to renew the guidelines and criteria adopted for this program every two years;

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

SECTION 1. That the City Council of the City of Sherman, Texas, hereby renews the following Tax Abatement Guidelines and Criteria for use in all Industrial and Commercial Tax Abatement Programs, as required by law:

CITY OF SHERMAN'S RENEWED INDUSTRIAL AND COMMERCIAL TAX ABATEMENT GUIDELINES AND CRITERIA

1. A tax abatement agreement must be reasonably likely to contribute to the retention or expansion of primary employment or to attract a primary employer to make a major capital investment that will benefit the City of Sherman's economic development. Primary employers are those companies whose sales, service and shipments are ultimately used in statewide, national or international markets.
2. A tax abatement agreement will not be entered into where a company is only changing its location within Grayson County, without increasing the number of employees, significantly expanding the facilities, or unless failure to grant such abatement would mean the loss of the business operation in Grayson County.
3. Tax abatement agreements will be considered for both new facilities and structures and for the expansion or modernization of existing facilities and structures.
4. The City Council of the City of Sherman will approve or deny a tax abatement request based upon the subjective evaluation of the following guidelines and criteria. The Council may consider any advisory recommendations received from the Tax Reinvestment Advisory

Committee as it may choose:

- **Employment Impact**

How many jobs will be brought to Sherman?

What types of jobs will be created?

List the number of jobs by class that will be created and the wage range of each class of job.

What will the total annual payroll be? Include current and increase factors.

Expectation for jobs filled by transfers from other company locations vs. locally-filled jobs.

- **Fiscal Impact**

How much real and personal property ~~value~~ will be added to the tax rolls, in square footage and in estimated value?

What is the economic life of the personal property?

What is the expected depreciation of the taxable value of the real and personal property?

How much direct sales tax will be generated for the City of Sherman during construction and after operations have commenced?

How will this project affect existing businesses and/or office facilities?

What infrastructure construction would be required?

What is the total annual operating budget of this facility projected to be? (For expansion, state current and projected increase.)

What is the estimated water use?

- **Community Impact**

What effect would the project have on the local housing market?

Is the project compatible with existing long-range or comprehensive plans?

What is the environmental impact of the project?

SECTION 2. That these Renewed Industrial and Commercial Tax Abatement Guidelines and Criteria shall be effective immediately upon the passage of this resolution.

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

PASSED AND APPROVED on this the ____ day of _____, 2020.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

**INDUSTRIAL AND COMMERCIAL
TAX REINVESTMENT
PROCEDURES MANUAL
AND
APPLICATION**



SHERMAN, TEXAS

TABLE OF CONTENTS

General Purpose and Objectives.....	3
Definition of Terms.....	4
Applicant Eligibility.....	5
Committee.....	6
Criteria.....	7
Procedures.....	8-9
Legal Documentation Preparation.....	10
Execution of Agreement.....	11-12

GENERAL PURPOSE AND OBJECTIVES

The City of Sherman is committed to the promotion of high quality 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, on a case-by-case basis, give consideration to providing tax abatement as a stimulation for economic development in Sherman. It is the policy of the City of Sherman that said consideration will be provided in accordance with the procedures and criteria outlined in this document. Nothing herein shall imply or suggest that the City of Sherman is under any obligation to provide tax abatement to any applicant. All applicants shall be considered on a case-by-case basis.

DEFINITION OF TERMS

Act – The Property Redevelopment and Tax Abatement Act, Texas Tax Code Ann. 312.001, et seq., as amended from time to time.

Agreement – A contractual agreement between a property owner and/or lessee and taxing entity for the purpose of tax abatement.

Applicant – An owner of real property located in a reinvestment zone who requests tax abatement in accordance with these guidelines.

Base Year Value – The assessed value of eligible property on January 1 preceding the execution of the agreement made after January 1 but before the execution of the agreement.

Economic Life – The number of years a property improvement is expected to be in service in a facility.

Deferred Maintenance – Improvements necessary for continued operations that do not improve productivity or alter the process technology.

Depreciation – reduction in the appraised and or taxable value (before abatement), of an asset with the passage of time.

Expansion – The addition or enlargement of buildings, structures, fixed machinery or equipment for the purposes of increasing production capacity.

Facility – Property improvements completed or in the process of construction which together comprise an integral whole.

Modernization – The replacement and upgrading of existing facilities which increases the productive input or output, updates the technology, or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing or repairing.

New Facility – A property previously undeveloped that is placed into service by means other than or in conjunction with expansion or modernization.

Reinvestment Zone – An area designated in accordance with the Act by the City of Sherman, or if outside the city limits of Grayson County. Only property in a Reinvestment Zone is eligible for tax abatement.

Total Facility – All buildings and structures including fixed machinery and equipment at the site(s) where the “abatement facility” is located.

APPLICANT ELIGIBILITY

A Facility may be eligible for abatement if it is located in a Reinvestment Zone and construction has not begun.

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 taxing entity and the property owner and lessee (if required), subject to such limitations as the taxing entity may require.

Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

Eligible Property – Abatement may be extended to the value of buildings, structures, machinery and equipment, site improvement plus that office space and related improvements necessary to the operation and administration of the facility.

Ineligible Property – The following types of property shall be fully taxable and ineligible for abatement: land; inventories; supplies; tools; furnishings and other forms of movable personal property; vehicles; vessels; aircraft; housing; hotel accommodations; deferred maintenance investments; projects such as LED lighting and ADA (Americans with Disabilities Act) improvements; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas.

Owned/Leased Facilities – If a leased facility is granted an abatement, the agreement shall be executed with the lessor and the lessee. Further constraints will be considered under any lease hold facility.

Value and Term of Abatement – Upon determination that a Tax Abatement should be offered to the applicant, the value and terms of the abatement to be considered will be up to ten (10) years and up to 100% abatement including the construction period as provided by Texas State Law. Abatement shall be granted effective with the January 1 valuation date immediately following the date of execution of the abatement agreement. However, if requested, a one-year deferral may be granted.

Required Investment – Generally, a project must include at least \$5,000,000 in investment to be considered for a tax abatement.

COMMITTEE

Any request for tax abatement shall be reviewed by the Tax Reinvestment Committee, said committee being comprised of two elected officials from each of the tax entities involved.

The Tax Reinvestment Committee may consider requests for abatement for property not presently located in a Reinvestment Zone. In that case, the Tax Reinvestment Committee will also make a recommendation to the City of Sherman that a certain geographic area be designated a Reinvestment Zone.

The Tax Reinvestment Committee serves as a recommending body to the taxing entities regarding whether economic development incentives should be offered in each individual case.

CRITERIA

Employment Impact

How many jobs will be brought to Sherman?

What types of jobs will be created?

List the number of jobs by class that will be created and the wage range of each class of job.

What will the total annual payroll be? Include current and increase factors.

Expectation for jobs filled by transfers from other company locations vs. locally-filled jobs.

Fiscal Impact

How much real and personal property will be added to the tax rolls, in square footage and in estimated value?

What is the economic life of the personal property?

What is the expected depreciation of the taxable value of the real and personal property?

How much direct sales tax will be generated for the City of Sherman during construction and after operations have commenced?

How will this project affect existing businesses and/or office facilities?

What infrastructure construction would be required?

What is the total annual operating budget of this facility projected to be? (For expansion, state current and projected increase.)

What is the estimated water use?

Community Impact

What effect would the project have on the local housing market?

How compatible is the project with the City's Comprehensive Plan?

What environmental impact, if any, will be created by the project?

PROCEDURES

Grayson County, Grayson College, Sherman Independent School District, and the City of Sherman have in place resolutions allowing them to participate in Tax Reinvestment Zones and tax abatement agreements.

Any person, partnership, organization, corporation or other entity desiring that the City of Sherman consider providing tax abatement to encourage location of operations within the city limits of Sherman shall be required to comply with the following procedural guidelines. Nothing within these guidelines shall imply or suggest that Sherman be under any obligation to provide a tax abatement in any amount of value to any applicant.

1. Preliminary Application Steps
 - A. Applicant shall submit an "Application for Tax Abatement."
 - B. Applicant shall address all criteria questions outlined in Section II in narrative form.
 - C. Applicant shall prepare a survey map showing the precise location of the property, all roadways within five hundred (500) feet of the site, all existing land uses and zoning within five hundred (500) feet of the site, and the kind, number and location of all proposed improvements.
 - D. City may request applicant to provide substantiation of the economic feasibility of the overall project to assist in determining the long-term benefit to the City.
 - E. A complete legal description shall be provided.
 - F. Applicant shall complete all forms and information detailed in Items A through B above and submit them to the City of Sherman or the Sherman Economic Development Corporation (SEDCO).
2. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be required as needed.

Applicant may be asked to meet with representatives of the City and SEDCO to discuss the details of the application and prepare it for a presentation of proposal to the Tax Reinvestment Committee. These meetings are held in confidence.

3. Applicant presents a proposal to the Tax Reinvestment Committee. (This committee consists of two representatives from the following taxing entities: Grayson County, Sherman Independent School District, Grayson College, and the Sherman City Council.) The proposal will need to include the total capital investment, type of project, and number of expected jobs to be created. The Tax Reinvestment Committee will determine the percentage and duration of tax abatement, if any, they will propose to their respective boards and council. Again, these meetings are held in confidence.
4. The Tax Reinvestment Committee representatives will present the proposal under an identifying number to avoid disclosure of Applicant to: Grayson County Commissioners Court, Sherman Independent School District Board, Grayson College Board, and the Sherman City Council.

The representatives are responsible for requesting this item be placed on their respective agendas for discussion.

If the Applicant's facility is not in a Reinvestment Zone, the City of Sherman's representatives will propose an ordinance to the City Council, designating the Tax Reinvestment Zone and approving the terms of percentage and duration of tax abatement. If the Applicant is located outside the Sherman city limits, and is within Grayson County, the Tax Reinvestment Zone would be designated by Grayson County.

The governing bodies of the Sherman Independent School District, Grayson College, and Grayson County may consider participation in the tax abatement agreement between the City of Sherman and the Applicant.

LEGAL DOCUMENTATION PREPARATION

The governing body eligible for initiating the designation of the Reinvestment Zone (City or County) will be responsible for drafting the proposed agreement pursuant to the approved Tax Abatement, as well as all collateral documentation.

All legal fees associated with the drafting of the document are to be paid by the applicant.

The legal document is to include the following:

1. Estimated value of expansion or 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.

EXECUTION OF AGREEMENT

TAX REINVESTMENT ZONE INDUSTRIAL AND COMMERCIAL APPLICATION

SECTION I

1. Property Owner: _____

Mailing Address: _____

Telephone Numbers: _____
2. Property Owner's Representative: _____

Mailing Address: _____

Telephone Numbers: _____
3. Physical Property Address: _____
4. Property Legal Description (include as an attachment with metes and bounds)
5. Property is located within:

City of Sherman?	_____
Sherman I.S.D.?	_____
Grayson County?	_____
6. Description of Project: _____

7. Date of projected occupation of project/initiation of operations: _____
8. Narrative response to criteria questions in Section II of application? _____

(Yes or No, and include attachment)

SECTION II

Employment Impact

How many jobs will be brought to Sherman?

What types of jobs will be created?

List the number of jobs that will be created and the wage range of each class of job.

What will the total annual payroll be? Include current and increase factors.

Expectation for jobs filled by transfers from other company locations vs. locally-filled jobs.

Fiscal Impact

How much real and personal property will be added to the tax rolls, in square footage and in estimated value?

What is the economic life of the personal property?

What is the expected depreciation of the taxable value of the real and personal property?

How much direct sales tax will be generated for the City of Sherman during construction and after operations have commenced?

How will this project affect existing businesses and/or office facilities?

What infrastructure construction would be required?

What is the total annual operating budget of this facility projected to be? (For expansion, state current and projected increase.)

What is the estimated water use?

Community Impact

What effect would the project have on the local housing market?

How compatible is the project with the City's Comprehensive Plan?

What environmental impact, if any, will be created by the project?



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 2.

Meeting Date: 06/01/2020

Prepared By: Teri Fine, Grants Coordinator

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6621

Authorizing Submission of an Application for a Grant Awarded by the Texas Department of Emergency Management to Fund Expenditures Incurred Due to the Public Health Emergency with Respect to the Coronavirus Disease 2019 (COVID-19); Designating the City Manager as the Authorized Official to Accept, Reject, Alter or Terminate the Grant on Behalf of the City

Issue:

Seeking approval to apply for a grant from the Texas Division of Emergency Management (TDEM) to provide payment from the Coronavirus Relief Fund (CRF) to cover eligible costs; and designating the City Manager as the authorized official to accept, reject, alter or terminate the grant on behalf of the City

Background:

Under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), the Coronavirus Relief Fund (CRF) is to be used to make payments for specified uses to states and local governments. Approximately \$5.06 billion will be made available to local governments in Texas with just over \$3.2 billion going to Texas' six largest cities and twelve largest counties. The remaining \$1.85 billion is available to the remaining Texas cities and counties.

The TDEM will manage the distribution of funds and review expenses for eligibility. Initially, each eligible jurisdiction will receive an immediate distribution of 20 percent (20%) of the allocation. The remainder of the allocation will be reimbursement based through TDEM.

Under Section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act, these funds may only be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the state or government; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Origination:

Financial Services

Financial Consideration:

Distribution of funds is based on a calculation of \$55 per capita. Based on a January 2019 population estimate of 44,192, the \$55 per capita allocation results in \$2,430,560 available funds. The initial distribution of 20 percent (20%) is \$486,112. Since this is a grant, repayment will not be required if funds are used according to the grant terms. If the City's eligible expenditures exceed the initial distribution amount of \$486,112, reimbursement will be made through the TDEM.

Staff Recommendation:

Staff recommends authorization of the submission of the Coronavirus Relief Fund of the CARES Act application provided through the TDEM and authorizing the City Manager to execute the same.

Alternatives:

The Council could decline this grant opportunity.

Attachments

Resolution No. 6621

Coronavirus Relief Fund Terms and Conditions

Allocations for Texas Jurisdictions

RESOLUTION NO. 6621

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF AN APPLICATION FOR A GRANT AWARDED BY THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT TO FUND EXPENDITURES INCURRED DUE TO THE PUBLIC HEALTH EMERGENCY WITH RESPECT TO THE CORONAVIRUS DISEASE 2019 (COVID-19); DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY; 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:

WHEREAS, the City Council of the City of Sherman, Texas, finds it to be in the best interest of the citizens of Sherman, Texas, to seek grant funds to reimburse the City for expenditures incurred due to the public health emergency declared by the Governor of the State of Texas on March 19, 2020; and

WHEREAS, the City Council understands the total grant application is estimated at Two Million Four Hundred Thirty Thousand Five Hundred Sixty Dollars and No Cents (\$2,430,560.00); and

WHEREAS, the initial distribution of grant funds is twenty percent (20%) of the total grant, or Four Hundred Eighty-Six Thousand One Hundred Twelve Dollars and No Cents (\$486,112.00); and

WHEREAS, the City Council designates the City Manager as the grantee's authorized official, who is given the power to accept, reject, alter or terminate the grant on behalf of the City;

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to submit a grant application with the Texas Department of Emergency Management to fund expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19).

SECTION 2. That the City Manager be and is hereby designated as the City of Sherman's authorized official to accept, reject, alter or terminate the grant on behalf of the City.

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

PASSED AND APPROVED on this the ____ day of _____, 2020.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS

TEXAS DIVISION OF EMERGENCY MANAGEMENT

MAY 11, 2020

About This Document

In this document, grantees will find the terms and conditions applicable to payments distributed in the form of grants to local units of governments from the Coronavirus Relief Fund established within section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

These requirements are in addition to those that can be found within the Grant Management System (GMS), to which grantees agreed to when accepting the grant. Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code; the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this grant agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this grant agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

Table of Contents

About This Document	2
1 Grant Agreement Requirements and Conditions	5
1.1 Applicability of Grant Agreement and Provisions	5
1.2 Legal Authority to Apply	5
1.3 Grant Acceptance.....	5
1.4 Project Period.....	5
1.5 General Responsibility	5
1.6 Amendments and Changes to the Grant Agreement	6
1.7 Jurisdictional Cooperation	7
1.8 Public Information and Meetings	7
1.9 Remedies for Non-Compliance	7
1.10 False Statements by Grantee	8
1.11 Conflict of Interest Safeguards.....	8
1.12 Fraud, Waste, and Abuse	8
1.13 Termination of the Agreement	9
1.14 Limitation of Liability.....	9
1.15 Dispute Resolution	10
1.16 Liability for Taxes	10
1.17 Required State Assurances	10
1.18 System for Award Management (SAM) Requirements.....	10
1.19 No Obligation by Federal Government	11
1.20 Notice.....	11
1.21 Force Majeure	11
1.22 Debt to State	11
1.23 Franchise Tax Certification.....	11
1.24 Severability.....	12
1.25 E-Verify.....	12
1.26 Compliance with Federal Law, Regulations, and Executive Orders.....	12
1.27 Clean Air Act.....	12
1.28 Federal Water Pollution Control Act.....	12
1.29 Suspension and Debarment.....	12
1.30 Energy Conservation	13
1.31 Procurement of Recovered Materials.....	13
1.32 Terminated Contracts	13
2 Property and Procurement Requirements	13
2.1 Property Management and Inventory	13
2.2 Consulting Contracts.....	14
2.3 Procurement Practices and Policies.....	14
2.4 Contract Provisions Under Federal Awards	14
3 Audit and Records Requirements	14
3.1 Cooperation with Monitoring, Audits, and Records Requirements	14
3.2 Single Audit Requirements.....	15
3.3 Requirement to Address Audit Findings	15

3.4	Records Retention.....	15
4	Prohibited and Regulated Activities and Expenditures	16
4.1	Prohibited Costs.....	16
4.2	Political Activities	16
5	Financial Requirements.....	17
5.1	Direct Deposit	17
5.2	Payments and Required Documentation.....	17
5.3	Financial Reporting	17
5.4	Reimbursements	18
5.5	Refunds and Deductions	18
5.6	Recapture of Funds	18
5.7	Liquidation Period	18
5.8	Project Close Out	18
	EXHIBIT A - State of Texas Assurances	19
	EXHIBIT B – CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION	21
	EXHIBIT C - CERTIFICATION REGARDING LOBBYING	22

1 Grant Agreement Requirements and Conditions

1.1 *Applicability of Grant Agreement and Provisions*

The Grant Agreement is subject to the additional terms, conditions, and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.2 *Legal Authority to Apply*

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

1.3 *Grant Acceptance*

The Notice of Subrecipient Grant Award remains an offer until the fully executed copy of this Grant Agreement is received by the Texas Division of Emergency Management (TDEM).

1.4 *Project Period*

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. The specific performance period for this grant is listed on the Notice of Subrecipient Grant Award. All expenditures must be incurred, and all services must be received within the performance period. TDEM will not be obligated to reimburse expenses incurred after the performance period. A cost is incurred when the responsible unit of government has expended funds to cover the cost.

1.5 *General Responsibility*

Per the CARES Act, CRF grant funds may only be used to cover expenses that –

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
2. were not accounted for in the budget most recently approved as of March 27, 2020 for the state or government; and
3. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of grant funds, including nonexclusive examples of eligible expenses in the following categories:

1. Medical expenses,
2. Public health expenses,

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency,
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures,
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, and
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Further explanation of these categories and examples can be found at the following link:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

The subrecipient agrees that a minimum of 75% of its allotment will be spent in the categories of medical expenses, public health expenses and payroll expenses for employees substantially dedicated to mitigating or responding to the public emergency. The remainder of the allotment may be spent in any of the categories provided within the Treasury guidance.

The grantee certifies compliance with these eligible expenses by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form in Exhibit E, which is attached hereto and incorporated for all purposes.

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with TDEM administrative rules, policies and procedures, and applicable federal and state laws and regulations.

The grantee will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant are met.

1.6 Amendments and Changes to the Grant Agreement

TDEM and the grantee may agree to make adjustments to the grant. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories changing funds in any awarded cost items or category, deobligating awarded funds or changing grant officials.

The grantee has no right or entitlement to reimbursement with grant funds. TDEM and grantee agree that any act, action or representation by either Party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of TDEM is void unless a written amendment to this Grant Agreement is first executed and documented in GMS. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of TDEM in excess of the "Maximum Liability of the TDEM" as set forth in the Notice of Subrecipient Grant Award.

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented in GMS to be binding upon the Parties. Notwithstanding this requirement, it is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

1.7 Jurisdictional Cooperation

A municipality may yield any portion of its allocated funds to the county within which it exists or a county may yield any portion of its allocated funds to a municipality within its footprint for eligible expenses. This may be accomplished in one of the following ways:

1. By a grant amendment, as described in section 1.6, where by funds are deobligated from the original subrecipient and then added to previously un-awarded costs items or categories of the receiving jurisdiction's grant award.
2. A subrecipient may use funds pursuant to this agreement to subcontract with another political subdivision within its jurisdiction for eligible and necessary expenditures incurred due to the public health emergency. The subrecipient is responsible for ensuring subcontractor eligibility and maintaining all required documentation.

1.8 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the grantee acknowledges that the State of Texas, TDEM, and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). The grantee acknowledges that TDEM will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to TDEM, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to TDEM or State of Texas. The grantee will cooperate with TDEM in the production of documents or information responsive to a request for information.

1.9 Remedies for Non-Compliance

If TDEM determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, TDEM, in its sole discretion may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by TDEM;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of TDEM;
8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;

10. Withholding further awards; or

11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless TDEM expressly authorizes them in the notice of suspension or termination or subsequently.

TDEM, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

1.10 False Statements by Grantee

By acceptance of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then TDEM may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to TDEM under this grant agreement and applicable law. False statements or claims made in connection with TDEM grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

1.11 Conflict of Interest Safeguards

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement. The grantee certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by a member of The A&M System, has direct or indirect financial interest in the award of this Grant Agreement, or in the services to which this Grant Agreement relates, or in any of the profits, real or potential, thereof.

1.12 Fraud, Waste, and Abuse

The grantee understands that TDEM does not tolerate any type of fraud, waste, or misuse of funds received from TDEM. TDEM's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, TDEM policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from TDEM that is made against the grantee, the grantee is required to immediately notify TDEM of said allegation or finding and to continue to inform TDEM of the status of any such on-going investigations. The grantee must also promptly refer to TDEM any credible evidence that a principal,

employee, agent, grantee, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify TDEM in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify TDEM in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to TDEM.

1.13 Termination of the Agreement

TDEM may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against TDEM, upon written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, TDEM may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

TDEM and grantee may mutually agree to terminate this Grant Agreement. TDEM in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all of the disbursed grant funds.

Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 – 200.342. Following termination by TDEM, grantee shall continue to be obligated to TDEM for the return of grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, TDEM's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by TDEM in its sole discretion to be reasonable and necessary to cost-effectively wind up the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.14 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND AGENCY, AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RESPONDENT AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by TDEM as an agency of the State of Texas, its officers, regents, employees, agents, or contractors or the State of Texas of any privileges, rights, defenses, remedies, or immunities from suit and liability that TDEM or the State of Texas may have by operation of law.

1.15 Dispute Resolution

The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by TDEM, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TDEM and grantee to attempt to resolve any claim for breach of contract made by the grantee that cannot be resolved in the ordinary course of business. Grantee shall submit written notice of a claim of breach of contract under this Chapter to the Chief of TDEM, who shall examine the grantee's claim and any counterclaim and negotiate with grantee in an effort to resolve the claim.

The laws of the State of Texas govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any grantee-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Travis County District Court or the United States District Court, Southern District of Texas - Houston Division. Venue for any TDEM-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement may be commenced in a Texas state district court or a United States District Court selected by TDEM in its sole discretion.

The grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. The grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.16 Liability for Taxes

The grantee agrees and acknowledges that grantee is an independent contractor and shall be entirely responsible for the liability and payment of grantee's and grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. TDEM and/or the State of Texas shall not be liable to the grantee, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of TDEM.

1.17 Required State Assurances

The grantee must comply with the applicable State Assurances included within the State Uniform Grant Management Standards (UGMS), Section III, Subpart B, __.14, which are attached hereto and incorporated for all purposes as Exhibit A.

1.18 System for Award Management (SAM) Requirements

- A. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or

receipt of final payment, whichever is later, as required by 2 CFR Part 25.

- B. The grantee will comply with Executive Orders 12549 and 12689 that requires “a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.
- C. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Texas statutes and rules relating to procurement and that the grantee is not listed in the federal government’s terrorism watch list as described in Executive Order 13224.

1.19 No Obligation by Federal Government

The Parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either Party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

1.20 Notice

Notice may be given to the grantee via GMS, email, hand-delivery, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee in GMS.

1.21 Force Majeure

Neither the grantee nor TDEM shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, pandemic, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

1.22 Debt to State

The grantee certifies, to the extent grantee owes any debt (child support or other obligation) or delinquent taxes to the State of Texas, any payments grantee is owed under this Grant Agreement may be applied by the Comptroller of Public Accounts toward any such debt or delinquent taxes until such debt or delinquent taxes are paid in full.

1.23 Franchise Tax Certification

If grantee is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then grantee certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that grantee is exempt from the payment of franchise (margin) taxes.

1.24 Severability

If any provisions of this Grant Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

1.25 E-Verify

By entering into this Grant Agreement, grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of (a) all persons employed during the contract term to perform duties within Texas; and (b) all persons (including subcontractors) assigned by the grantee pursuant to the Grant Agreement.

1.26 Compliance with Federal Law, Regulations, and Executive Orders

Grantee acknowledges that federal financial assistance funds will be used to fund the Grant Agreement. Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

1.27 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

- a. Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. Grantee agrees to report each violation to TDEM and understands and agrees that TDEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.28 Federal Water Pollution Control Act

- a. Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. Grantee agrees to report each violation to TDEM and understands and agrees that TDEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.29 Suspension and Debarment

- a. This Grant Agreement is a covered transaction for purposes of 2 C.F.R. pt 180 and 2 C.F.R. pt. 3000. Grantee certifies that grantee, grantee's principals (defined at 2C.F.R. Sec. 180.995), or its

affiliates (defined at 2 C.F.R. Sec. 180.905) are excluded (defined at 2 C.F.R. Sec. 180.940) or disqualified (defined at 2 C.F.R. Sec. 180.935).

- b. Grantee must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by TDEM. If it is later determined that grantee did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, in addition to remedies available to TDEM, the Federal Government may pursue available remedies, including but limited to suspension and/or debarment.

1.30 Energy Conservation

If applicable, grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.31 Procurement of Recovered Materials

- a. In the performance of this Grant Agreement, grantee shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

1.32 Terminated Contracts

The grantee has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2 Property and Procurement Requirements

2.1 Property Management and Inventory

The grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by TDEM. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from

the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to TDEM upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or TDEM, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200.

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures include:

- A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to TDEM at all times upon request.
- B. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- C. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

2.2 Consulting Contracts

Pre-approval of costs related to consulting contracts is required and the value of consulting contracts entered into by the grantee may not exceed 5% of the total funds received by the local unit of government.

2.3 Procurement Practices and Policies

The grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations. Contracts must be routinely monitored for delivery of services or goods.

2.4 Contract Provisions Under Federal Awards

All contracts made by a grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

3 Audit and Records Requirements

3.1 Cooperation with Monitoring, Audits, and Records Requirements

All records and expenditures are subject to, and grantee agrees to comply with, monitoring and/or audits conducted by the United States Department of Treasury's Inspector General (DOTIG), TDEM, and the State

Auditor's Office (SAO) or designee. The grantee shall maintain under GAAP or GASB, adequate records that enable DOTIG, TDEM, and SAO to ensure proper accounting for all costs and performances related to this Grant Agreement.

3.2 Single Audit Requirements

Any grantee expending \$750,000 or more in federal funds in a fiscal year may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

The grantees expending more than \$750,000 in state funds in a fiscal year are subject to the requirements in the Texas Single Audit Circular, at <https://comptroller.texas.gov/purchasing/docs/ugms.pdf>. The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.

3.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to TDEM a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of TDEM.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by DOTIG, TDEM, or SAO through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by TDEM within the time period specified by TDEM and to the satisfaction of TDEM, at the sole cost of the grantee. The grantee shall provide to TDEM periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

3.4 Records Retention

- A. The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from TDEM under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement.
- B. The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333 and state law.
 - 1. The grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit.
 - 2. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
 - 3. TDEM may direct a grantee to retain documents for longer periods of time or to transfer certain records to TDEM or federal custody when it is determined that the records possess long term

retention value.

4 Prohibited and Regulated Activities and Expenditures

4.1 Prohibited Costs

- A. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 3.1 all record and expenditures are subject to review.
- B. Damages covered by insurance.
- C. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- D. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
- E. Reimbursement to donors for donated items or services.
- F. Workforce bonuses other than hazard pay or overtime.
- G. Severance pay.
- H. Legal settlements.

4.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- A. Unless specifically authorized to do so by federal law, grant recipients or their grantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
- B. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- C. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- D. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of

a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

- E. As applicable, the grantee and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal. Grantee shall file the required certification attached hereto and incorporated for all purposes as Exhibit F. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5 Financial Requirements

5.1 Direct Deposit

A completed direct deposit form from the grantee must be provided to TDEM prior to receiving any payments. The direct deposit form is currently available at <https://grants.tdem.texas.gov/>.

5.2 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 5.7 below.

Payment of funds on projects may be initiated by the grantee through a Request for Reimbursement (RFR) in GMS.

Grantee may initiate an Advance of Funds Request (AFR) through GMS for an initial cash advance to cover actual costs incurred or up to 20% of their total allocation, whichever is larger.

Additional advances or reimbursement requests may be requested following full reporting to TDEM of expenses incurred and applied against the initial and/or any subsequent advance payments.

If sufficient progress is not made towards expenditure of advanced funds and/or the grantee fails to meet financial reporting obligations, TDEM may implement sanctions as necessary up to and including grant termination.

All documentation for expenditures paid during the project period must be submitted to TDEM on or before the grant liquidation date.

5.3 Financial Reporting

Financial reports must be submitted to TDEM on a quarterly basis via GMS but can be submitted more often as necessary to draw down funds.

The final financial report must be submitted to TDEM on or before the grant liquidation date or the grant funds may lapse and TDEM will provide them as grants to other eligible jurisdictions.

5.4 Reimbursements

TDEM will be obligated to reimburse the grantee for the expenditure of actual and allowable allocable costs incurred and paid by the grantee pursuant to this Grant Agreement. TDEM is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

5.5 Refunds and Deductions

If TDEM determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return to TDEM the amount identified by TDEM as an overpayment. The grantee shall refund any overpayment to TDEM within thirty (30) calendar days of the receipt of the notice of the overpayment from TDEM unless an alternate payment plan is specified by TDEM. Refunds may be remitted to: Texas Division of Emergency Management, P.O. Box 15467, Austin, Texas 78761.

5.6 Recapture of Funds

The discretionary right of TDEM to terminate for convenience under Section 1.13 notwithstanding, TDEM shall have the right to terminate the Grant Agreement and to recapture, and be reimbursed for any payments made by TDEM: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

5.7 Liquidation Period

Grant funds will liquidate 90 calendar days following the project period end date or on December 30, 2020, whichever is earlier. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to TDEM.

5.8 Project Close Out

TDEM will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award.

The grantee must promptly refund any balances of unobligated cash that TDEM paid in advance or paid and that are not authorized to be retained by the grantee for use in other projects.

[EXHIBITS AND SIGNATURE PAGE FOLLOWS]

EXHIBIT A - State of Texas Assurances

As the duly authorized representative of Grantee, I certify that Grantee:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the grantee's governing body or of the grantee's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the grantee relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the grantee is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the grantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and grantees shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantee shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.
26. Shall comply with the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.

EXHIBIT B – CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, _____, am the County Judge, Mayor or City Manager of _____
("County"/"Municipality"), and I certify that:

1. I have the authority on behalf of County/Municipality to request grant payments from the State of Texas ("State") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County/Municipality.
3. I acknowledge that County should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Texas Division of Emergency Management, and the Texas State Auditor's Office, or designee.
5. I acknowledge that County has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County/Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County/Municipality's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for County/Municipality; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT C - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, _____, certifies, to the best of his or her knowledge that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The grantee, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: _____

Signature: _____

Title: _____

Date: _____

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

_____ State of Texas Assurances, hereinafter referred to as "Exhibit A"

_____ CARES Act Coronavirus Relief Fund Eligibility Certification, hereinafter referred to as "Exhibit B"

_____ Certification Regarding Lobbying, hereinafter referred to as "Exhibit C"

Please sign below to acknowledged acceptance of the grant and all exhibits in this Grant Agreement, and to abide by all terms and conditions.

By: _____

Signature: _____

Title: _____

Date: _____

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Anderson County	57,735	36,318	\$1,997,490	\$399,498
Elkhart	1,314	1,314	\$72,270	\$14,454
Frankston	1,221	1,221	\$67,155	\$13,431
Palestine	18,882	18,882	\$1,038,510	\$207,702
	21,417			
Andrews County	18,705	4,052	\$222,860	\$44,572
Andrews	14,653	14,653	\$805,915	\$161,183
	14,653			
Angelina County	86,715	35,532	\$1,954,260	\$390,852
Burke	764	764	\$42,020	\$8,404
Diboll	5,378	5,378	\$295,790	\$59,158
Hudson	5,051	5,051	\$277,805	\$55,561
Huntington	2,201	2,201	\$121,055	\$24,211
Lufkin	37,047	37,047	\$2,037,585	\$407,517
Zavalla	742	742	\$40,810	\$8,162
	51,183			
Aransas County	23,510	11,114	\$611,270	\$122,254
Aransas Pass	733	733	\$40,315	\$8,063
Fulton	1,419	1,419	\$78,045	\$15,609
Rockport	10,244	10,244	\$563,420	\$112,684
	12,396			
Archer County	8,553	2,649	\$145,695	\$29,139
Archer City	1,929	1,929	\$106,095	\$21,219
Holliday	1,792	1,792	\$98,560	\$19,712
Lakeside City (Archer)	1,094	1,094	\$60,170	\$12,034
Megargel	198	198	\$10,890	\$2,178
Scotland	523	523	\$28,765	\$5,753
Windthorst	368	368	\$20,240	\$4,048
	5,904			
Armstrong County	1,887	653	\$35,915	\$7,183
Claude	1,234	1,234	\$67,870	\$13,574
	1,234			
Atascosa County	51,153	25,280	\$1,390,400	\$278,080
Charlotte	1,842	1,842	\$101,310	\$20,262
Christine	435	435	\$23,925	\$4,785
Jourdanton	4,532	4,532	\$249,260	\$49,852
Lytle	2,394	2,394	\$131,670	\$26,334
Pleasanton	10,794	10,794	\$593,670	\$118,734
Poteet	3,482	3,482	\$191,510	\$38,302
Lytle	2,394	2,394	\$131,670	\$26,334
	25,873			
Austin County	30,032	15,479	\$851,345	\$170,269
Bellville	4,523	4,523	\$248,765	\$49,753
Brazos Country	494	494	\$27,170	\$5,434
Industry	337	337	\$18,535	\$3,707
San Felipe	874	874	\$48,070	\$9,614

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Sealy	6,946	6,946	\$382,030	\$76,406
Wallis	1,379	1,379	\$75,845	\$15,169
	14,553			
Bailey County	7,000	1,739	\$95,645	\$19,129
Muleshoe	5,261	5,261	\$289,355	\$57,871
	5,261			
Bandera County	23,112	22,156	\$1,218,580	\$243,716
Bandera	956	956	\$52,580	\$10,516
	956			
Bastrop County	88,723	65,777	\$3,617,735	\$723,547
Bastrop	9,211	9,211	\$506,605	\$101,321
Elgin	9,177	9,177	\$504,735	\$100,947
Smithville	4,558	4,558	\$250,690	\$50,138
	22,946			
Baylor County	3,509	743	\$40,865	\$8,173
Seymour	2,766	2,766	\$152,130	\$30,426
	2,766			
Bee County	32,565	19,121	\$1,051,655	\$210,331
Beeville	13,444	13,444	\$739,420	\$147,884
	13,444			
Bell County	362,924	58,377	\$3,210,735	\$642,147
Bartlett	711	711	\$39,105	\$7,821
Belton	22,281	22,281	\$1,225,455	\$245,091
Harker Heights	32,534	32,534	\$1,789,370	\$357,874
Holland	1,157	1,157	\$63,635	\$12,727
Killeen	151,547	151,547	\$8,335,085	\$1,667,017
Little River-Academy	2,076	2,076	\$114,180	\$22,836
Moody	1,426	1,426	\$78,430	\$15,686
Morgan's Point Resort	4,702	4,702	\$258,610	\$51,722
Nolanville	5,540	5,540	\$304,700	\$60,940
Rogers	1,226	1,226	\$67,430	\$13,486
Salado	2,096	2,096	\$115,280	\$23,056
Temple	77,295	77,295	\$4,251,225	\$850,245
Troy	1,956	1,956	\$107,580	\$21,516
	304,547			
Blanco County	11,931	7,634	\$419,870	\$83,974
Blanco	2,052	2,052	\$112,860	\$22,572
Johnson City	2,059	2,059	\$113,245	\$22,649
Round Mountain	186	186	\$10,230	\$2,046
	4,297			

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Borden County	654	654	\$35,970	\$7,194
	654			
Bosque County	18,685	10,344	\$568,920	\$113,784
Clifton	3,562	3,562	\$195,910	\$39,182
Cranfills Gap	289	289	\$15,895	\$3,179
Iredell	340	340	\$18,700	\$3,740
Meridian	1,511	1,511	\$83,105	\$16,621
Morgan	515	515	\$28,325	\$5,665
Valley Mills	1,197	1,197	\$65,835	\$13,167
Walnut Springs	927	927	\$50,985	\$10,197
	8,341			
Bowie County	93,245	31,918	\$1,755,490	\$351,098
De Kalb	1,712	1,712	\$94,160	\$18,832
Hooks	2,774	2,774	\$152,570	\$30,514
Leary	491	491	\$27,005	\$5,401
Maud	1,079	1,079	\$59,345	\$11,869
Nash	3,858	3,858	\$212,190	\$42,438
New Boston	4,660	4,660	\$256,300	\$51,260
Red Lick	1,054	1,054	\$57,970	\$11,594
Redwater	1,126	1,126	\$61,930	\$12,386
Texarkana	38,816	38,816	\$2,134,880	\$426,976
Wake Village	5,757	5,757	\$316,635	\$63,327
	61,327			
Brazoria County	374,264	113,656	\$6,251,080	\$1,250,216
Alvin	28,179	28,179	\$1,549,845	\$309,969
Angleton	20,571	20,571	\$1,131,405	\$226,281
Bailey's Prairie	798	798	\$43,890	\$8,778
Bonney	354	354	\$19,470	\$3,894
Brazoria	3,467	3,467	\$190,685	\$38,137
Brookside Village	1,662	1,662	\$91,410	\$18,282
Clute	12,156	12,156	\$668,580	\$133,716
Danbury	1,878	1,878	\$103,290	\$20,658
Freeport	12,556	12,556	\$690,580	\$138,116
Hillcrest	779	779	\$42,845	\$8,569
Holiday Lakes	1,247	1,247	\$68,585	\$13,717
Iowa Colony	2,229	2,229	\$122,595	\$24,519
Jones Creek	2,195	2,195	\$120,725	\$24,145
Lake Jackson	27,699	27,699	\$1,523,445	\$304,689
Liverpool	573	573	\$31,515	\$6,303
Manvel	13,532	13,532	\$744,260	\$148,852
Oyster Creek	1,199	1,199	\$65,945	\$13,189
Pearland	115,891	115,891	\$6,374,005	\$1,274,801
Quintana	119	119	\$6,545	\$1,309
Richwood	4,247	4,247	\$233,585	\$46,717
Sandy Point	245	245	\$13,475	\$2,695
Surfside Beach	581	581	\$31,955	\$6,391

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Sweeny	4,182	4,182	\$230,010	\$46,002
West Columbia	4,269	4,269	\$234,795	\$46,959
	260,608			
Brazos County	229,211	26,134	\$1,437,370	\$287,474
Bryan	85,224	85,224	\$4,687,320	\$937,464
College Station	116,998	116,998	\$6,434,890	\$1,286,978
Kurten	371	371	\$20,405	\$4,081
Millican	240	240	\$13,200	\$2,640
Wixon Valley	244	244	\$13,420	\$2,684
	203,077			
Brewster County	9,203	3,238	\$178,090	\$35,618
Alpine	5,965	5,965	\$328,075	\$65,615
	5,965			
Briscoe County	1,546	476	\$26,180	\$5,236
Quitaque	379	379	\$20,845	\$4,169
Silverton	691	691	\$38,005	\$7,601
	1,070			
Brooks County	7,093	2,096	\$115,280	\$23,056
Falfurrias	4,997	4,997	\$274,835	\$54,967
	4,997			
Brown County	37,864	12,868	\$707,740	\$141,548
Bangs	1,588	1,588	\$87,340	\$17,468
Blanket	392	392	\$21,560	\$4,312
Brownwood	19,898	19,898	\$1,094,390	\$218,878
Early	3,118	3,118	\$171,490	\$34,298
	24,996			
Burleson County	18,443	11,853	\$651,915	\$130,383
Caldwell	4,538	4,538	\$249,590	\$49,918
Snook	541	541	\$29,755	\$5,951
Somerville	1,511	1,511	\$83,105	\$16,621
	6,590			
Burnet County	48,155	22,983	\$1,264,065	\$252,813
Bertram	1,617	1,617	\$88,935	\$17,787
Burnet	6,881	6,881	\$378,455	\$75,691
Cottonwood Shores	1,345	1,345	\$73,975	\$14,795
Granite Shoals	5,117	5,117	\$281,435	\$56,287
Highland Haven	433	433	\$23,815	\$4,763
Horeshoe Bay	827	827	\$45,485	\$9,097
Marble Falls	7,125	7,125	\$391,875	\$78,375
Meadowlakes	1,827	1,827	\$100,485	\$20,097

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
	25,172			
Caldwell County	43,664	21,317	\$1,172,435	\$234,487
Lockhart	13,889	13,889	\$763,895	\$152,779
Luling	6,016	6,016	\$330,880	\$66,176
Martindale	1,265	1,265	\$69,575	\$13,915
Mustang Ridge	478	478	\$26,290	\$5,258
Niederwald	118	118	\$6,490	\$1,298
Uhland	581	581	\$31,955	\$6,391
	22,347			
Calhoun County	21,290	6,631	\$364,705	\$72,941
Point Comfort	702	702	\$38,610	\$7,722
Port Lavaca	12,433	12,433	\$683,815	\$136,763
Seadrift	1,524	1,524	\$83,820	\$16,764
	14,659			
Callahan County	13,943	7,305	\$401,775	\$80,355
Baird	1,534	1,534	\$84,370	\$16,874
Clyde	3,992	3,992	\$219,560	\$43,912
Cross Plains	1,015	1,015	\$55,825	\$11,165
Putnam	97	97	\$5,335	\$1,067
	6,638			
Cameron County	423,163	100,076	\$5,504,180	\$1,100,836
Bayview	408	408	\$22,440	\$4,488
Brownsville	185,625	185,625	\$10,209,375	\$2,041,875
Combes	3,107	3,107	\$170,885	\$34,177
Harlingen	68,328	68,328	\$3,758,040	\$751,608
Indian Lake	860	860	\$47,300	\$9,460
La Feria	7,814	7,814	\$429,770	\$85,954
Los Fresnos (Cameron)	8,030	8,030	\$441,650	\$88,330
Los Indios	1,060	1,060	\$58,300	\$11,660
Palm Valley	1,259	1,259	\$69,245	\$13,849
Port Isabel	5,130	5,130	\$282,150	\$56,430
Primera	5,146	5,146	\$283,030	\$56,606
Rancho Viejo (Cameron)	2,573	2,573	\$141,515	\$28,303
Rangerville	355	355	\$19,525	\$3,905
Rio Hondo	2,720	2,720	\$149,600	\$29,920
San Benito	24,640	24,640	\$1,355,200	\$271,040
Santa Rosa (Cameron)	2,758	2,758	\$151,690	\$30,338
Solis CDP	441	441	\$24,255	\$4,851
South Padre Island	2,833	2,833	\$155,815	\$31,163
	323,087			
Camp County	13,094	8,299	\$456,445	\$91,289
Pittsburg	4,724	4,724	\$259,820	\$51,964
Rocky Mound	71	71	\$3,905	\$781
	4,795			

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Carson County	5,926	1,463	\$80,465	\$16,093
Groom	563	563	\$30,965	\$6,193
Panhandle	2,430	2,430	\$133,650	\$26,730
Skellytown	456	456	\$25,080	\$5,016
White Deer	1,014	1,014	\$55,770	\$11,154
	4,463			
Cass County	30,026	17,837	\$981,035	\$196,207
Atlanta	5,683	5,683	\$312,565	\$62,513
Avinger	444	444	\$24,420	\$4,884
Bloomburg	418	418	\$22,990	\$4,598
Domino	108	108	\$5,940	\$1,188
Douglassville	223	223	\$12,265	\$2,453
Hughes Springs	1,730	1,730	\$95,150	\$19,030
Linden	1,967	1,967	\$108,185	\$21,637
Marietta	132	132	\$7,260	\$1,452
Queen City	1,484	1,484	\$81,620	\$16,324
	12,189			
Castro County	7,530	1,988	\$109,340	\$21,868
Dimmitt	4,174	4,174	\$229,570	\$45,914
Hart	1,064	1,064	\$58,520	\$11,704
Nazareth	304	304	\$16,720	\$3,344
	5,542			
Chambers County	43,837	26,702	\$1,468,610	\$293,722
Anahuac	2,508	2,508	\$137,940	\$27,588
Baytown	4,145	4,145	\$227,975	\$45,595
Beach City	2,736	2,736	\$150,480	\$30,096
Cove	550	550	\$30,250	\$6,050
Mont Belvieu	5,933	5,933	\$326,315	\$65,263
Old River-Winfree	1,263	1,263	\$69,465	\$13,893
	17,135			
Cherokee County	52,646	27,488	\$1,511,840	\$302,368
Alto	1,282	1,282	\$70,510	\$14,102
Bullard	66	66	\$3,630	\$726
Cuney	138	138	\$7,590	\$1,518
Gallatin	440	440	\$24,200	\$4,840
Jacksonville	15,138	15,138	\$832,590	\$166,518
New Summerfield	1,214	1,214	\$66,770	\$13,354
Reklaw	225	225	\$12,375	\$2,475
Rusk	5,745	5,745	\$315,975	\$63,195
Troup	64	64	\$3,520	\$704
Wells	846	846	\$46,530	\$9,306
	25,158			
Childress County	7,306	1,111	\$61,105	\$12,221

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Childress	6,195	6,195	\$340,725	\$68,145
	6,195			
Clay County	10,471	5,252	\$288,860	\$57,772
Bellevue	350	350	\$19,250	\$3,850
Byers	477	477	\$26,235	\$5,247
Dean	474	474	\$26,070	\$5,214
Henrietta	3,071	3,071	\$168,905	\$33,781
Jolly	160	160	\$8,800	\$1,760
Petrolia	670	670	\$36,850	\$7,370
Windthorst	17	17	\$935	\$187
	5,219			
Cochran County	2,853	633	\$34,815	\$6,963
Morton	1,781	1,781	\$97,955	\$19,591
Whiteface	439	439	\$24,145	\$4,829
	2,220			
Coke County	3,387	1,300	\$71,500	\$14,300
Bronte	999	999	\$54,945	\$10,989
Robert Lee	1,073	1,073	\$59,015	\$11,803
Blackwell	15	15	\$825	\$165
	2,087			
Coleman County	8,175	2,555	\$140,525	\$28,105
Coleman	4,432	4,432	\$243,760	\$48,752
Novice	137	137	\$7,535	\$1,507
Santa Anna (Coleman)	1,051	1,051	\$57,805	\$11,561
	5,620			
Collingsworth County	2,920	772	\$42,460	\$8,492
Dodson	104	104	\$5,720	\$1,144
Wellington	2,044	2,044	\$112,420	\$22,484
	2,148			
Colorado County	21,493	11,839	\$651,145	\$130,229
Columbus	3,715	3,715	\$204,325	\$40,865
Eagle Lake	3,699	3,699	\$203,445	\$40,689
Weimar	2,240	2,240	\$123,200	\$24,640
	9,654			
Comal County	156,209	74,513	\$4,098,215	\$819,643
Bulverde	5,783	5,783	\$318,065	\$63,613
Fair Oaks Ranch	424	424	\$23,320	\$4,664
Garden Ridge	4,121	4,121	\$226,655	\$45,331
New Braunfels	69,915	69,915	\$3,845,325	\$769,065
Schertz	1,171	1,171	\$64,405	\$12,881

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Selma	27	27	\$1,485	\$297
Spring Branch	255	255	\$14,025	\$2,805
	81,696			
Comanche County	13,635	6,551	\$360,305	\$72,061
Comanche	4,351	4,351	\$239,305	\$47,861
De Leon	2,237	2,237	\$123,035	\$24,607
Gustine	496	496	\$27,280	\$5,456
	7,084			
Concho County	2,726	1,143	\$62,865	\$12,573
Eden	1,460	1,460	\$80,300	\$16,060
Paint Rock	123	123	\$6,765	\$1,353
	1,583			
Cooke County	41,257	20,433	\$1,123,815	\$224,763
Callisburg	382	382	\$21,010	\$4,202
Gainesville	16,639	16,639	\$915,145	\$183,029
Lindsay (Cooke)	1,127	1,127	\$61,985	\$12,397
Muenster	1,634	1,634	\$89,870	\$17,974
Oak Ridge (Cooke)	200	200	\$11,000	\$2,200
Valley View	842	842	\$46,310	\$9,262
	20,824			
Coryell County	75,951	26,781	\$1,472,955	\$294,591
Copperas Cove	31,989	31,989	\$1,759,395	\$351,879
Gatesville	16,078	16,078	\$884,290	\$176,858
Oglesby	469	469	\$25,795	\$5,159
South Mountain	362	362	\$19,910	\$3,982
Evant	272	272	\$14,960	\$2,992
	49,170			
Cottle County	1,398	331	\$18,205	\$3,641
Paducah	1,067	1,067	\$58,685	\$11,737
	1,067			
Crane County	4,797	1,211	\$66,605	\$13,321
Crane	3,586	3,586	\$197,230	\$39,446
	3,586			
Crockett County	3,464	3,464	\$190,520	\$38,104
	3,464			
Crosby County	5,737	1,149	\$63,195	\$12,639
Crosbyton	1,594	1,594	\$87,670	\$17,534
Lorenzo	1,160	1,160	\$63,800	\$12,760
Ralls	1,834	1,834	\$100,870	\$20,174

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
	4,588			
Culberson County	2,171	319	\$17,545	\$3,509
Van Horn	1,852	1,852	\$101,860	\$20,372
	1,852			
Dallam County	7,287	1,134	\$62,370	\$12,474
Dalhart	5,622	5,622	\$309,210	\$61,842
Texline	531	531	\$29,205	\$5,841
	6,153			
Dawson County	12,728	3,380	\$185,900	\$37,180
Lamesa	8,816	8,816	\$484,880	\$96,976
Los Ybanez	17	17	\$935	\$187
O' Donnell	115	115	\$6,325	\$1,265
Welch CDP	246	246	\$13,530	\$2,706
Ackerly	154	154	\$8,470	\$1,694
	9,348			
Deaf Smith	18,546	3,033	\$166,815	\$33,363
Hereford	15,513	15,513	\$853,215	\$170,643
	15,513			
Delta County	5,331	3,174	\$174,570	\$34,914
Cooper	1,967	1,967	\$108,185	\$21,637
Pecan Gap	190	190	\$10,450	\$2,090
	2,157			
DeWitt County	20,160	8,060	\$443,300	\$88,660
Cuero	7,545	7,545	\$414,975	\$82,995
Nordheim	316	316	\$17,380	\$3,476
Yoakum	2,101	2,101	\$115,555	\$23,111
Yorktown	2,138	2,138	\$117,590	\$23,518
	12,100			
Dickens County	2,211	717	\$39,435	\$7,887
Dickens	261	261	\$14,355	\$2,871
Spur	1,233	1,233	\$67,815	\$13,563
	1,494			
Dimmit County	10,124	2,554	\$140,470	\$28,094
Asherton	1,039	1,039	\$57,145	\$11,429
Big Wells	679	679	\$37,345	\$7,469
Carrizo Springs	5,852	5,852	\$321,860	\$64,372
	7,570			

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Donley County	3,278	766	\$42,130	\$8,426
Clarendon	1,844	1,844	\$101,420	\$20,284
Hedley	295	295	\$16,225	\$3,245
Howardwick	373	373	\$20,515	\$4,103
	2,512			
Duval County	11,157	3,945	\$216,975	\$43,395
Benavides	1,241	1,241	\$68,255	\$13,651
Freer	2,627	2,627	\$144,485	\$28,897
San Diego	3,344	3,344	\$183,920	\$36,784
	7,212			
Eastland County	18,360	5,896	\$324,280	\$64,856
Carbon	264	264	\$14,520	\$2,904
Cisco	3,860	3,860	\$212,300	\$42,460
Eastland	4,052	4,052	\$222,860	\$44,572
Gorman	1,038	1,038	\$57,090	\$11,418
Ranger	2,414	2,414	\$132,770	\$26,554
Rising Star	836	836	\$45,980	\$9,196
	12,464			
Ector County	166,223	47,511	\$2,613,105	\$522,621
Goldsmith	269	269	\$14,795	\$2,959
Odessa	118,443	118,443	\$6,514,365	\$1,302,873
	118,712			
Edwards County	1,932	802	\$44,110	\$8,822
Rocksprings	1,130	1,130	\$62,150	\$12,430
	1,130			
Ellis County	184,826	62,926	\$3,460,930	\$692,186
Alma	400	400	\$22,000	\$4,400
Bardwell	723	723	\$39,765	\$7,953
Cedar Hill	559	559	\$30,745	\$6,149
Ennis	21,042	21,042	\$1,157,310	\$231,462
Ferris	2,820	2,820	\$155,100	\$31,020
Garrett	935	935	\$51,425	\$10,285
Glenn Heights	3,049	3,049	\$167,695	\$33,539
Grand Prairie	28	28	\$1,540	\$308
Italy	1,957	1,957	\$107,635	\$21,527
Mansfield	119	119	\$6,545	\$1,309
Maypearl	1,146	1,146	\$63,030	\$12,606
Midlothian	28,301	28,301	\$1,556,555	\$311,311
Milford	764	764	\$42,020	\$8,404
Oak Leaf	1,479	1,479	\$81,345	\$16,269
Palmer	2,234	2,234	\$122,870	\$24,574

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Pecan Hill	689	689	\$37,895	\$7,579
Red Oak	13,153	13,153	\$723,415	\$144,683
Waxahachie	38,643	38,643	\$2,125,365	\$425,073
Ovilla	3,773	3,773	\$207,515	\$41,503
Venus	86	86	\$4,730	\$946
	121,900			
Erath County	42,698	17,021	\$936,155	\$187,231
Dublin	3,612	3,612	\$198,660	\$39,732
Stephenville	22,065	22,065	\$1,213,575	\$242,715
	25,677			
Falls County	17,297	9,078	\$499,290	\$99,858
Bruceville-Eddy	4	4	\$220	\$44
Lott	782	782	\$43,010	\$8,602
Marlin	5,665	5,665	\$311,575	\$62,315
Rosebud	1,344	1,344	\$73,920	\$14,784
Golinda	424	424	\$23,320	\$4,664
	8,219			
Fannin County	35,514	17,079	\$939,345	\$187,869
Bailey	304	304	\$16,720	\$3,344
Bonham	10,672	10,672	\$586,960	\$117,392
Dodd City	384	384	\$21,120	\$4,224
Ector	726	726	\$39,930	\$7,986
Honey Grove	1,664	1,664	\$91,520	\$18,304
Ladonia	626	626	\$34,430	\$6,886
Leonard	2,080	2,080	\$114,400	\$22,880
Pecan Gap	12	12	\$660	\$132
Ravenna	213	213	\$11,715	\$2,343
Savoy	846	846	\$46,530	\$9,306
Trenton	692	692	\$38,060	\$7,612
Whitewright	8	8	\$440	\$88
Windom	208	208	\$11,440	\$2,288
	18,435			
Fayette County	25,346	15,532	\$854,260	\$170,852
Carmine	258	258	\$14,190	\$2,838
Fayetteville	271	271	\$14,905	\$2,981
Flatonia	1,511	1,511	\$83,105	\$16,621
La Grange	4,751	4,751	\$261,305	\$52,261
Round Top	88	88	\$4,840	\$968
Schulenburg	2,935	2,935	\$161,425	\$32,285
	9,814			
Fisher	3,830	1,816	\$99,880	\$19,976
Roby	606	606	\$33,330	\$6,666
Rotan	1,408	1,408	\$77,440	\$15,488

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
	2,014			
Floyd County	5,712	1,397	\$76,835	\$15,367
Floydada	2,670	2,670	\$146,850	\$29,370
Lockney	1,645	1,645	\$90,475	\$18,095
	4,315			
Foard	1,155	297	\$16,335	\$3,267
Crowell	858	858	\$47,190	\$9,438
	858			
Franklin County	10,725	7,287	\$400,785	\$80,157
Mount Vernon	2,739	2,739	\$150,645	\$30,129
Winnsboro	699	699	\$38,445	\$7,689
	3,438			
Freestone County	19,717	11,647	\$640,585	\$128,117
Fairfield	2,980	2,980	\$163,900	\$32,780
Kirvin	137	137	\$7,535	\$1,507
Oakwood	37	37	\$2,035	\$407
Teague	3,588	3,588	\$197,340	\$39,468
Wortham	1,076	1,076	\$59,180	\$11,836
Streetman	252	252	\$13,860	\$2,772
	8,070			
Frio County	20,306	5,245	\$288,475	\$57,695
Dilley	4,405	4,405	\$242,275	\$48,455
Pearsall	10,656	10,656	\$586,080	\$117,216
	15,061			
Gaines County	21,492	10,965	\$603,075	\$120,615
Seagraves	2,886	2,886	\$158,730	\$31,746
Seminole	7,641	7,641	\$420,255	\$84,051
	10,527			
Galveston County	342,139	41,865	\$2,302,575	\$460,515
Bayou Vista	1,648	1,648	\$90,640	\$18,128
Clear Lake Shores	1,164	1,164	\$64,020	\$12,804
Dickinson	21,532	21,532	\$1,184,260	\$236,852
Friendswood	28,606	28,606	\$1,573,330	\$314,666
Galveston	49,638	49,638	\$2,730,090	\$546,018
Hitchcock	7,855	7,855	\$432,025	\$86,405
Jamaica Beach	1,080	1,080	\$59,400	\$11,880
Kemah	2,047	2,047	\$112,585	\$22,517
La Marque	16,817	16,817	\$924,935	\$184,987
League City	104,260	104,260	\$5,734,300	\$1,146,860
Santa Fe	13,624	13,624	\$749,320	\$149,864

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Texas City	50,946	50,946	\$2,802,030	\$560,406
Tiki Island	1,057	1,057	\$58,135	\$11,627
	300,274			
Garza County	6,229	921	\$50,655	\$10,131
Post	5,308	5,308	\$291,940	\$58,388
	5,308			
Gillespie County	26,988	15,459	\$850,245	\$170,049
Fredericksburg	11,529	11,529	\$634,095	\$126,819
	11,529			
Glasscock County	1,409	1,409	\$77,495	\$15,499
	1,409			
Goliad County	7,658	5,600	\$308,000	\$61,600
Goliad	2,058	2,058	\$113,190	\$22,638
	2,058			
Gonzales County	20,837	9,099	\$500,445	\$100,089
Gonzales	7,571	7,571	\$416,405	\$83,281
Nixon	2,463	2,463	\$135,465	\$27,093
Smiley	556	556	\$30,580	\$6,116
Waelder	1,148	1,148	\$63,140	\$12,628
	11,738			
Gray County	21,886	3,593	\$197,615	\$39,523
Lefors	472	472	\$25,960	\$5,192
McLean	747	747	\$41,085	\$8,217
Pampa	17,074	17,074	\$939,070	\$187,814
	18,293			
Grayson County	136,212	40,209	\$2,211,495	\$442,299
Bells	1,552	1,552	\$85,360	\$17,072
Collinsville	1,998	1,998	\$109,890	\$21,978
Denison	25,631	25,631	\$1,409,705	\$281,941
Dorchester	168	168	\$9,240	\$1,848
Gunter	1,663	1,663	\$91,465	\$18,293
Howe	3,610	3,610	\$198,550	\$39,710
Knollwood	554	554	\$30,470	\$6,094
Pottsboro	2,522	2,522	\$138,710	\$27,742
Sadler	345	345	\$18,975	\$3,795
Sherman	44,192	44,192	\$2,430,560	\$486,112
Southmayd	1,107	1,107	\$60,885	\$12,177
Tioga	1,019	1,019	\$56,045	\$11,209
Tom Bean	1,150	1,150	\$63,250	\$12,650
Van Alstyne	4,658	4,658	\$256,190	\$51,238

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Whitesboro	4,139	4,139	\$227,645	\$45,529
Whitewright	1,695	1,695	\$93,225	\$18,645
	96,003			
Gregg County	123,945	19,836	\$1,090,980	\$218,196
Clarksville City	924	924	\$50,820	\$10,164
Easton	458	458	\$25,190	\$5,038
Gladewater	3,886	3,886	\$213,730	\$42,746
Kilgore	11,332	11,332	\$623,260	\$124,652
Lakeport	1,056	1,056	\$58,080	\$11,616
Longview	79,690	79,690	\$4,382,950	\$876,590
Warren City	294	294	\$16,170	\$3,234
White Oak	6,469	6,469	\$355,795	\$71,159
	104,109			
Grimes County	28,880	18,716	\$1,029,380	\$205,876
Anderson	240	240	\$13,200	\$2,640
Bedias	485	485	\$26,675	\$5,335
Iola	444	444	\$24,420	\$4,884
Navasota	7,937	7,937	\$436,535	\$87,307
Plantersville	938	938	\$51,590	\$10,318
Todd Mission	120	120	\$6,600	\$1,320
	10,164			
Guadalupe County	166,847	46,334	\$2,548,370	\$509,674
Cibolo	31,066	31,066	\$1,708,630	\$341,726
Kingsbury	130	130	\$7,150	\$1,430
Marion	1,241	1,241	\$68,255	\$13,651
New Berlin	608	608	\$33,440	\$6,688
New Braunfels	14,697	14,697	\$808,335	\$161,667
Santa Clara	733	733	\$40,315	\$8,063
Schertz	37,860	37,860	\$2,082,300	\$416,460
Seguin	31,239	31,239	\$1,718,145	\$343,629
Selma	2,668	2,668	\$146,740	\$29,348
Staples	271	271	\$14,905	\$2,981
	120,513			
Hale County	33,406	4,583	\$252,065	\$50,413
Edmondson	103	103	\$5,665	\$1,133
Hale Center	2,097	2,097	\$115,335	\$23,067
Petersburg	1,149	1,149	\$63,195	\$12,639
Plainview	20,740	20,740	\$1,140,700	\$228,140
Abernathy	1,970	1,970	\$108,350	\$21,670
Estelline	138	138	\$7,590	\$1,518
Lakeview	95	95	\$5,225	\$1,045
Memphis	2,148	2,148	\$118,140	\$23,628
Turkey	383	383	\$21,065	\$4,213
	28,823			

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Hall County	2,964	293	\$16,115	\$3,223
Estelline	131	131	\$7,205	\$1,441
Lakeview	98	98	\$5,390	\$1,078
Memphis	2,058	2,058	\$113,190	\$22,638
Turkey	384	384	\$21,120	\$4,224
	2,671			
Hamilton County	8,461	3,704	\$203,720	\$40,744
Evant	136	136	\$7,480	\$1,496
Hamilton	3,159	3,159	\$173,745	\$34,749
Hico	1,462	1,462	\$80,410	\$16,082
	4,757			
Hansford County	5,399	971	\$53,405	\$10,681
Gruver	1,137	1,137	\$62,535	\$12,507
Spearman	3,291	3,291	\$181,005	\$36,201
	4,428			
Hardeman County	3,933	893	\$49,115	\$9,823
Chillicothe	652	652	\$35,860	\$7,172
Quanah	2,388	2,388	\$131,340	\$26,268
	3,040			
Hardin County	57,602	33,468	\$1,840,740	\$368,148
Kountze	2,130	2,130	\$117,150	\$23,430
Lumberton	12,834	12,834	\$705,870	\$141,174
Rose Hill Acres	415	415	\$22,825	\$4,565
Silsbee	6,815	6,815	\$374,825	\$74,965
Sour Lake	1,940	1,940	\$106,700	\$21,340
	24,134			
Harrison County	66,553	32,816	\$1,804,880	\$360,976
Hallsville	4,335	4,335	\$238,425	\$47,685
Longview	1,957	1,957	\$107,635	\$21,527
Marshall	24,444	24,444	\$1,344,420	\$268,884
Nesbitt	269	269	\$14,795	\$2,959
Scottsville	370	370	\$20,350	\$4,070
Uncertain	94	94	\$5,170	\$1,034
Waskom	2,268	2,268	\$124,740	\$24,948
	33,737			
Hartley County	5,576	2,565	\$141,075	\$28,215
Channing	337	337	\$18,535	\$3,707
Dalhart	2,674	2,674	\$147,070	\$29,414
	3,011			

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Haskell County	5,658	1,145	\$62,975	\$12,595
Haskell	3,266	3,266	\$179,630	\$35,926
O'Brien	104	104	\$5,720	\$1,144
Rochester	316	316	\$17,380	\$3,476
Rule	623	623	\$34,265	\$6,853
Stamford	34	34	\$1,870	\$374
Weinert	170	170	\$9,350	\$1,870
	4,513			
Hays County	230,191	87,832	\$4,830,760	\$966,152
Bear Creek	455	455	\$25,025	\$5,005
Buda	18,323	18,323	\$1,007,765	\$201,553
Dripping Springs	3,967	3,967	\$218,185	\$43,637
Hays	263	263	\$14,465	\$2,893
Kyle	46,174	46,174	\$2,539,570	\$507,914
Mountain City	797	797	\$43,835	\$8,767
Niederwald	488	488	\$26,840	\$5,368
San Marcos	66,466	66,466	\$3,655,630	\$731,126
Uhland	612	612	\$33,660	\$6,732
Wimberley	3,127	3,127	\$171,985	\$34,397
Woodcreek	1,687	1,687	\$92,785	\$18,557
	142,359			
Hemphill County	3,819	1,106	\$60,830	\$12,166
Canadian	2,713	2,713	\$149,215	\$29,843
	2,713			
Henderson County	82,737	43,258	\$2,379,190	\$475,838
Athens	13,571	13,571	\$746,405	\$149,281
Berryville	1,058	1,058	\$58,190	\$11,638
Brownsboro	1,259	1,259	\$69,245	\$13,849
Caney City	226	226	\$12,430	\$2,486
Chandler	3,118	3,118	\$171,490	\$34,298
Coffee City	1,465	1,465	\$80,575	\$16,115
Enchanted Oaks	339	339	\$18,645	\$3,729
Eustace	1,011	1,011	\$55,605	\$11,121
Gun Barrel City	6,157	6,157	\$338,635	\$67,727
Log Cabin	784	784	\$43,120	\$8,624
Mabank	884	884	\$48,620	\$9,724
Malakoff	2,442	2,442	\$134,310	\$26,862
Moore Station	205	205	\$11,275	\$2,255
Murchison	611	611	\$33,605	\$6,721
Payne Springs	798	798	\$43,890	\$8,778
Poynor	319	319	\$17,545	\$3,509
Seven Points	1,445	1,445	\$79,475	\$15,895
Star Harbor	492	492	\$27,060	\$5,412
Tool	2,404	2,404	\$132,220	\$26,444
Trinidad	891	891	\$49,005	\$9,801
	39,479			

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Hill County	36,649	20,237	\$1,113,035	\$222,607
Abbott	376	376	\$20,680	\$4,136
Aquilla	114	114	\$6,270	\$1,254
Blum	472	472	\$25,960	\$5,192
Bynum	205	205	\$11,275	\$2,255
Carl's Corner	178	178	\$9,790	\$1,958
Covington	282	282	\$15,510	\$3,102
Hillsboro	8,544	8,544	\$469,920	\$93,984
Hubbard	1,394	1,394	\$76,670	\$15,334
Itasca	1,727	1,727	\$94,985	\$18,997
Malone	276	276	\$15,180	\$3,036
Mertens	128	128	\$7,040	\$1,408
Mount Calm	332	332	\$18,260	\$3,652
Penelope	207	207	\$11,385	\$2,277
Whitney	2,177	2,177	\$119,735	\$23,947
	16,412			
Hockley County	23,021	5,699	\$313,445	\$62,689
Anton	1,105	1,105	\$60,775	\$12,155
Levelland	13,732	13,732	\$755,260	\$151,052
Opdyke West	179	179	\$9,845	\$1,969
Ropesville	422	422	\$23,210	\$4,642
Smyer	474	474	\$26,070	\$5,214
Sundown	1,410	1,410	\$77,550	\$15,510
	17,322			
Hood County	61,643	45,971	\$2,528,405	\$505,681
Cresson	312	312	\$17,160	\$3,432
DeCordova	3,043	3,043	\$167,365	\$33,473
Granbury	10,524	10,524	\$578,820	\$115,764
Lipan	483	483	\$26,565	\$5,313
Stockton Bend City	325	325	\$17,875	\$3,575
Tolar	985	985	\$54,175	\$10,835
	15,672			
Hopkins County	37,084	19,013	\$1,045,715	\$209,143
Como	746	746	\$41,030	\$8,206
Cumby	813	813	\$44,715	\$8,943
Sulphur Springs	16,199	16,199	\$890,945	\$178,189
Tira	313	313	\$17,215	\$3,443
	18,071			
Houston County	22,968	13,542	\$744,810	\$148,962
Crockett	6,707	6,707	\$368,885	\$73,777
Grapeland	1,419	1,419	\$78,045	\$15,609
Kennard	330	330	\$18,150	\$3,630
Latexo	332	332	\$18,260	\$3,652
Lovelady	638	638	\$35,090	\$7,018

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
	9,426			
Howard County	36,664	7,402	\$407,110	\$81,422
Big Spring	28,156	28,156	\$1,548,580	\$309,716
Coahoma	887	887	\$48,785	\$9,757
Forsan	219	219	\$12,045	\$2,409
	29,262			
Hudspeth County	4,886	4,508	\$247,940	\$49,588
Dell City	378	378	\$20,790	\$4,158
	378			
Hunt County	98,594	49,293	\$2,711,115	\$542,223
Caddo Mills	1,706	1,706	\$93,830	\$18,766
Campbell	666	666	\$36,630	\$7,326
Celeste	925	925	\$50,875	\$10,175
Commerce	9,786	9,786	\$538,230	\$107,646
Greenville	28,851	28,851	\$1,586,805	\$317,361
Hawk Cove	554	554	\$30,470	\$6,094
Josephine	109	109	\$5,995	\$1,199
Lone Oak	676	676	\$37,180	\$7,436
Neylandville	106	106	\$5,830	\$1,166
Quinlan	1,565	1,565	\$86,075	\$17,215
Union Valley	399	399	\$21,945	\$4,389
Royse City	654	654	\$35,970	\$7,194
West Tawakoni	1,775	1,775	\$97,625	\$19,525
Wolfe City	1,529	1,529	\$84,095	\$16,819
	49,301			
Hutchinson County	20,938	4,621	\$254,155	\$50,831
Borger	12,437	12,437	\$684,035	\$136,807
Fritch	1,971	1,971	\$108,405	\$21,681
Sanford	153	153	\$8,415	\$1,683
Stinnett	1,756	1,756	\$96,580	\$19,316
	16,317			
Irion County	1,536	701	\$38,555	\$7,711
Mertzon	835	835	\$45,925	\$9,185
	835			
Jack County	8,935	3,841	\$211,255	\$42,251
Bryson	579	579	\$31,845	\$6,369
Jacksboro	4,515	4,515	\$248,325	\$49,665
	5,094			
Jackson County	14,760	6,351	\$349,305	\$69,861

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Edna	5,908	5,908	\$324,940	\$64,988
Ganado	2,282	2,282	\$125,510	\$25,102
La Ward	219	219	\$12,045	\$2,409
	8,409			
Jasper	35,529	25,403	\$1,397,165	\$279,433
Browndell	204	204	\$11,220	\$2,244
Jasper	7,665	7,665	\$421,575	\$84,315
Kirbyville	2,257	2,257	\$124,135	\$24,827
	10,126			
Jeff Davis County	2,274	2,149	\$118,195	\$23,639
Valentine	125	125	\$6,875	\$1,375
	125			
Jefferson County	251,565	28,148	\$1,548,140	\$309,628
Beaumont	119,780	119,780	\$6,587,900	\$1,317,580
Bevil Oaks	1,233	1,233	\$67,815	\$13,563
China	1,215	1,215	\$66,825	\$13,365
Groves	15,907	15,907	\$874,885	\$174,977
Nederland	17,302	17,302	\$951,610	\$190,322
Nome	596	596	\$32,780	\$6,556
Port Arthur	54,440	54,440	\$2,994,200	\$598,840
Port Neches	12,733	12,733	\$700,315	\$140,063
Taylor Landing	211	211	\$11,605	\$2,321
	223,417			
Jim Hogg County	5,200	5,200	\$286,000	\$57,200
	5,200			
Jim Wells County	40,482	16,433	\$903,815	\$180,763
Alice	18,862	18,862	\$1,037,410	\$207,482
Orange Grove	1,309	1,309	\$71,995	\$14,399
Premont	2,554	2,554	\$140,470	\$28,094
San Diego	907	907	\$49,885	\$9,977
Westdale CDP	417	417	\$22,935	\$4,587
	24,049			
Johnson County	175,817	75,504	\$4,152,720	\$830,544
Alvarado	4,574	4,574	\$251,570	\$50,314
Briaroaks	505	505	\$27,775	\$5,555
Burleson	37,357	37,357	\$2,054,635	\$410,927
Cleburne	32,335	32,335	\$1,778,425	\$355,685
Coyote Flats City	331	331	\$18,205	\$3,641
Cresson	143	143	\$7,865	\$1,573
Cross Timber	324	324	\$17,820	\$3,564
Crowley	35	35	\$1,925	\$385
Godley	1,290	1,290	\$70,950	\$14,190

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Grandview	1,803	1,803	\$99,165	\$19,833
Joshua	7,788	7,788	\$428,340	\$85,668
Keene	6,815	6,815	\$374,825	\$74,965
Mansfield	2,173	2,173	\$119,515	\$23,903
Rio Vista	1,073	1,073	\$59,015	\$11,803
Venus	3,767	3,767	\$207,185	\$41,437
	100,313			
Jones County	20,083	6,239	\$343,145	\$68,629
Abilene	5,637	5,637	\$310,035	\$62,007
Anson	2,330	2,330	\$128,150	\$25,630
Hamlin	2,031	2,031	\$111,705	\$22,341
Hawley	630	630	\$34,650	\$6,930
Lueders	327	327	\$17,985	\$3,597
Stamford	2,889	2,889	\$158,895	\$31,779
	13,844			
Karnes County	15,601	7,042	\$387,310	\$77,462
Falls City	674	674	\$37,070	\$7,414
Karnes City	3,202	3,202	\$176,110	\$35,222
Kenedy	3,525	3,525	\$193,875	\$38,775
Runge	1,158	1,158	\$63,690	\$12,738
	8,559			
Kaufman County	136,154	69,411	\$3,817,605	\$763,521
Combine	1,423	1,423	\$78,265	\$15,653
Cottonwood	215	215	\$11,825	\$2,365
Crandall	3,477	3,477	\$191,235	\$38,247
Forney	25,371	25,371	\$1,395,405	\$279,081
Grays Prairie	378	378	\$20,790	\$4,158
Kaufman	7,565	7,565	\$416,075	\$83,215
Kemp	1,268	1,268	\$69,740	\$13,948
Mabank	2,821	2,821	\$155,155	\$31,031
Mesquite	132	132	\$7,260	\$1,452
Oak Grove	702	702	\$38,610	\$7,722
Oak Ridge (Kaufman)	661	661	\$36,355	\$7,271
Post Oak Bend City	688	688	\$37,840	\$7,568
Rosser	382	382	\$21,010	\$4,202
Scurry	772	772	\$42,460	\$8,492
Seagoville	25	25	\$1,375	\$275
Seven Points	79	79	\$4,345	\$869
Talty	2,664	2,664	\$146,520	\$29,304
Terrell	18,120	18,120	\$996,600	\$199,320
	66,743			
Kendall County	47,431	28,260	\$1,554,300	\$310,860
Boerne	16,892	16,892	\$929,060	\$185,812
Fair Oaks Ranch	2,279	2,279	\$125,345	\$25,069
	19,171			

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Kenedy County	404	404	\$22,220	\$4,444
	404			
Kent County	762	270	\$14,850	\$2,970
Jayton	492	492	\$27,060	\$5,412
	492			
Kerr County	52,600	26,527	\$1,458,985	\$291,797
Ingram	1,848	1,848	\$101,640	\$20,328
Kerrville	24,225	24,225	\$1,332,375	\$266,475
	26,073			
Kimble County	4,337	1,760	\$96,800	\$19,360
Junction	2,577	2,577	\$141,735	\$28,347
	2,577			
King County	272	272	\$14,960	\$2,992
	272			
Kinney County	3,667	1,779	\$97,845	\$19,569
Brackettville	1,785	1,785	\$98,175	\$19,635
Spofford	103	103	\$5,665	\$1,133
	1,888			
Kleberg County	30,680	5,286	\$290,730	\$58,146
Kingsville	25,394	25,394	\$1,396,670	\$279,334
	25,394			
Knox County	3,664	1,010	\$55,550	\$11,110
Benjamin	238	238	\$13,090	\$2,618
Goree	184	184	\$10,120	\$2,024
Knox City	1,063	1,063	\$58,465	\$11,693
Munday	1,169	1,169	\$64,295	\$12,859
	2,654			
La Salle County	7,520	2,908	\$159,940	\$31,988
Cotulla	4,005	4,005	\$220,275	\$44,055
Encinal	607	607	\$33,385	\$6,677
	4,612			

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Lamar County	49,859	18,227	\$1,002,485	\$200,497
Blossom	1,568	1,568	\$86,240	\$17,248
Deport	562	562	\$30,910	\$6,182
Paris	25,330	25,330	\$1,393,150	\$278,630
Reno (Lamar)	3,362	3,362	\$184,910	\$36,982
Roxton	656	656	\$36,080	\$7,216
Sun Valley	82	82	\$4,510	\$902
Toco	72	72	\$3,960	\$792
	31,632			
Lamb County	12,893	2,328	\$128,040	\$25,608
Amherst	643	643	\$35,365	\$7,073
Earth	972	972	\$53,460	\$10,692
Littlefield	5,915	5,915	\$325,325	\$65,065
Olton	2,045	2,045	\$112,475	\$22,495
Springlake	96	96	\$5,280	\$1,056
Sudan	894	894	\$49,170	\$9,834
	10,565			
Lampasas County	21,428	10,778	\$592,790	\$118,558
Copperas Cove	669	669	\$36,795	\$7,359
Kempner	1,175	1,175	\$64,625	\$12,925
Lampasas	7,947	7,947	\$437,085	\$87,417
Lometa	859	859	\$47,245	\$9,449
	10,650			
Lavaca County	20,154	10,497	\$577,335	\$115,467
Hallettsville	2,693	2,693	\$148,115	\$29,623
Moulton	903	903	\$49,665	\$9,933
Shiner	2,218	2,218	\$121,990	\$24,398
Yoakum	3,843	3,843	\$211,365	\$42,273
	9,657			
Lee County	17,239	10,838	\$596,090	\$119,218
Giddings	5,195	5,195	\$285,725	\$57,145
Lexington	1,206	1,206	\$66,330	\$13,266
	6,401			
Leon County	17,404	11,734	\$645,370	\$129,074
Buffalo	1,896	1,896	\$104,280	\$20,856
Centerville	909	909	\$49,995	\$9,999
Jewett	1,243	1,243	\$68,365	\$13,673
Leona	189	189	\$10,395	\$2,079
Marquez	270	270	\$14,850	\$2,970
Normangee	683	683	\$37,565	\$7,513
Oakwood	480	480	\$26,400	\$5,280
	5,670			

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Liberty County	88,219	55,297	\$3,041,335	\$608,267
Ames	1,168	1,168	\$64,240	\$12,848
Cleveland	8,620	8,620	\$474,100	\$94,820
Daisetta	1,109	1,109	\$60,995	\$12,199
Dayton	8,907	8,907	\$489,885	\$97,977
Dayton Lakes	108	108	\$5,940	\$1,188
Devers	531	531	\$29,205	\$5,841
Hardin	939	939	\$51,645	\$10,329
Kenefick	654	654	\$35,970	\$7,194
Liberty	9,754	9,754	\$536,470	\$107,294
North Cleveland	304	304	\$16,720	\$3,344
Old River-Winfree	127	127	\$6,985	\$1,397
Plum Grove	701	701	\$38,555	\$7,711
	32,922			
Limestone County	23,437	9,074	\$499,070	\$99,814
Coolidge	997	997	\$54,835	\$10,967
Groesbeck	4,372	4,372	\$240,460	\$48,092
Kosse	456	456	\$25,080	\$5,016
Mexia	7,709	7,709	\$423,995	\$84,799
Tehuacana	288	288	\$15,840	\$3,168
Thornton	541	541	\$29,755	\$5,951
	14,363			
Lipscomb County	3,233	490	\$26,950	\$5,390
Booker	1,528	1,528	\$84,040	\$16,808
Darrouzett	352	352	\$19,360	\$3,872
Follett	460	460	\$25,300	\$5,060
Higgins	403	403	\$22,165	\$4,433
	2,743			
Live Oak County	12,207	7,660	\$421,300	\$84,260
George West	2,572	2,572	\$141,460	\$28,292
Three Rivers	1,975	1,975	\$108,625	\$21,725
	4,547			
Llano County	21,795	14,344	\$788,920	\$157,784
Horseshoe Bay	3,142	3,142	\$172,810	\$34,562
Llano	3,507	3,507	\$192,885	\$38,577
Sunrise Beach Village	802	802	\$44,110	\$8,822
	7,451			
Loving County	169	169	\$9,295	\$1,859
	169			
Lubbock County	310,569	34,474	\$1,896,070	\$379,214

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Abernathy	754	754	\$41,470	\$8,294
Buffalo Springs	495	495	\$27,225	\$5,445
Idalou	2,246	2,246	\$123,530	\$24,706
Lubbock	256,600	256,600	\$14,113,000	\$2,822,600
New Deal	825	825	\$45,375	\$9,075
Ransom Canyon	1,103	1,103	\$60,665	\$12,133
Shallowater	2,501	2,501	\$137,555	\$27,511
Slaton	5,948	5,948	\$327,140	\$65,428
Wolfforth	5,623	5,623	\$309,265	\$61,853
	276,095			
Lynn County	5,951	1,712	\$94,160	\$18,832
New Home	366	366	\$20,130	\$4,026
O'Donnell	711	711	\$39,105	\$7,821
Tahoka	2,678	2,678	\$147,290	\$29,458
Wilson	484	484	\$26,620	\$5,324
	4,239			
Madison County	14,284	9,264	\$509,520	\$101,904
Madisonville	4,778	4,778	\$262,790	\$52,558
Midway	242	242	\$13,310	\$2,662
	5,020			
Marion County	9,854	7,817	\$429,935	\$85,987
Jefferson	2,037	2,037	\$112,035	\$22,407
	2,037			
Martin County	5,771	2,613	\$143,715	\$28,743
Ackerly	73	73	\$4,015	\$803
Stanton	3,085	3,085	\$169,675	\$33,935
	3,158			
Mason County	4,274	1,981	\$108,955	\$21,791
Mason	2,293	2,293	\$126,115	\$25,223
	2,293			
Matagorda County	36,643	14,652	\$805,860	\$161,172
Bay City	17,444	17,444	\$959,420	\$191,884
Palacios	4,547	4,547	\$250,085	\$50,017
	21,991			
Maverick County	58,722	29,942	\$1,646,810	\$329,362
Eagle Pass	28,780	28,780	\$1,582,900	\$316,580
	28,780			

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
McCulloch County	7,984	2,192	\$120,560	\$24,112
Brady	5,618	5,618	\$308,990	\$61,798
Melvin	174	174	\$9,570	\$1,914
	5,792			
McLennan County	256,623	41,478	\$2,281,290	\$456,258
Bellmead	10,771	10,771	\$592,405	\$118,481
Beverly Hills	1,994	1,994	\$109,670	\$21,934
Bruceville-Eddy	1,691	1,691	\$93,005	\$18,601
Crawford	754	754	\$41,470	\$8,294
Gholson	1,118	1,118	\$61,490	\$12,298
Golinda	153	153	\$8,415	\$1,683
Hewitt	15,169	15,169	\$834,295	\$166,859
Lacy-Lakeview	7,010	7,010	\$385,550	\$77,110
Leroy	345	345	\$18,975	\$3,795
Lorena	1,776	1,776	\$97,680	\$19,536
Mart	2,041	2,041	\$112,255	\$22,451
McGregor	5,296	5,296	\$291,280	\$58,256
Riesel	1,051	1,051	\$57,805	\$11,561
Robinson	11,904	11,904	\$654,720	\$130,944
Ross	285	285	\$15,675	\$3,135
Valley Mills	13	13	\$715	\$143
Waco	139,324	139,324	\$7,662,820	\$1,532,564
West	2,871	2,871	\$157,905	\$31,581
Woodway	9,250	9,250	\$508,750	\$101,750
Bruceville-Eddy	1,865	1,865	\$102,575	\$20,515
Hallsburg	464	464	\$25,520	\$5,104
	215,145			
McMullen County	743	743	\$40,865	\$8,173
	743			
Medina County	51,584	30,552	\$1,680,360	\$336,072
Castroville	3,111	3,111	\$171,105	\$34,221
Devine	4,895	4,895	\$269,225	\$53,845
Hondo	9,522	9,522	\$523,710	\$104,742
LaCoste	1,287	1,287	\$70,785	\$14,157
Lytle	562	562	\$30,910	\$6,182
Natalia	1,627	1,627	\$89,485	\$17,897
San Antonio	28	28	\$1,540	\$308
	21,032			
Menard County	2,138	738	\$40,590	\$8,118
Menard	1,400	1,400	\$77,000	\$15,400
	1,400			
Midland County	176,832	30,107	\$1,655,885	\$331,177
Midland	144,600	144,600	\$7,953,000	\$1,590,600
Odessa	2,125	2,125	\$116,875	\$23,375

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
	146,725			
Milam County	24,823	11,093	\$610,115	\$122,023
Buckholts	544	544	\$29,920	\$5,984
Cameron	5,629	5,629	\$309,595	\$61,919
Milano	456	456	\$25,080	\$5,016
Rockdale	5,685	5,685	\$312,675	\$62,535
Thorndale	1,416	1,416	\$77,880	\$15,576
	13,730			
Mills County	4,873	2,790	\$153,450	\$30,690
Goldthwaite	1,903	1,903	\$104,665	\$20,933
Mullin	180	180	\$9,900	\$1,980
	2,083			
Mitchell County	8,545	4,013	\$220,715	\$44,143
Colorado City	3,724	3,724	\$204,820	\$40,964
Loraine	570	570	\$31,350	\$6,270
Westbrook	238	238	\$13,090	\$2,618
	4,532			
Montague County	19,818	10,557	\$580,635	\$116,127
Bowie	5,137	5,137	\$282,535	\$56,507
Nocona	3,036	3,036	\$166,980	\$33,396
St. Jo	1,088	1,088	\$59,840	\$11,968
	9,261			
Moore County	20,940	2,206	\$121,330	\$24,266
Cactus	3,143	3,143	\$172,865	\$34,573
Dumas	13,770	13,770	\$757,350	\$151,470
Fritch	8	8	\$440	\$88
Sunray	1,813	1,813	\$99,715	\$19,943
	18,734			
Morris County	12,388	6,230	\$342,650	\$68,530
Daingerfield	2,364	2,364	\$130,020	\$26,004
Hughes Springs	6	6	\$330	\$66
Lone Star	1,467	1,467	\$80,685	\$16,137
Naples	1,339	1,339	\$73,645	\$14,729
Omaha	982	982	\$54,010	\$10,802
	6,158			
Motley County	1,200	348	\$19,140	\$3,828
Matador	615	615	\$33,825	\$6,765
Roaring Springs	237	237	\$13,035	\$2,607
	852			

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Nacogdoches County	65,204	29,127	\$1,601,985	\$320,397
Appleby	495	495	\$27,225	\$5,445
Chireno	387	387	\$21,285	\$4,257
Cushing	611	611	\$33,605	\$6,721
Garrison	908	908	\$49,940	\$9,988
Nacogdoches	33,676	33,676	\$1,852,180	\$370,436
	36,077			
Navarro County	50,113	17,186	\$945,230	\$189,046
Angus	458	458	\$25,190	\$5,038
Barry	262	262	\$14,410	\$2,882
Blooming Grove	853	853	\$46,915	\$9,383
Corsicana	24,764	24,764	\$1,362,020	\$272,404
Dawson	813	813	\$44,715	\$8,943
Emhouse	142	142	\$7,810	\$1,562
Eureka	325	325	\$17,875	\$3,575
Frost	651	651	\$35,805	\$7,161
Goodlow	198	198	\$10,890	\$2,178
Kerens	1,584	1,584	\$87,120	\$17,424
Mildred	390	390	\$21,450	\$4,290
Mustang	23	23	\$1,265	\$253
Navarro	211	211	\$11,605	\$2,321
Oak Valley	401	401	\$22,055	\$4,411
Powell	148	148	\$8,140	\$1,628
Retreat	410	410	\$22,550	\$4,510
Rice	1,024	1,024	\$56,320	\$11,264
Richland	270	270	\$14,850	\$2,970
	32,927			
Newton County	13,595	11,243	\$618,365	\$123,673
Newton	2,352	2,352	\$129,360	\$25,872
	2,352			
Nolan County	14,714	2,712	\$149,160	\$29,832
Blackwell	295	295	\$16,225	\$3,245
Roscoe	1,273	1,273	\$70,015	\$14,003
Sweetwater	10,434	10,434	\$573,870	\$114,774
	12,002			
Nueces County	362,294	15,103	\$830,665	\$166,133
Agua Dulce	833	833	\$45,815	\$9,163
Aransas Pass	14	14	\$770	\$154
Bishop	3,134	3,134	\$172,370	\$34,474
Corpus Christi	326,554	326,554	\$17,960,470	\$3,592,094
Driscoll	749	749	\$41,195	\$8,239
Petronila	112	112	\$6,160	\$1,232
Port Aransas	4,159	4,159	\$228,745	\$45,749
Robstown	11,207	11,207	\$616,385	\$123,277
San Patricio	429	429	\$23,595	\$4,719

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
	347,191			
Ochiltree County	9,836	1,159	\$63,745	\$12,749
Perryton	8,677	8,677	\$477,235	\$95,447
	8,677			
Oldham Country	2,112	1,050	\$57,750	\$11,550
Adrian	157	157	\$8,635	\$1,727
Vega	905	905	\$49,775	\$9,955
	1,062			
Orange County	83,396	41,300	\$2,271,500	\$454,300
Bridge City	7,900	7,900	\$434,500	\$86,900
Orange	18,847	18,847	\$1,036,585	\$207,317
Pine Forest	505	505	\$27,775	\$5,555
Rose City	511	511	\$28,105	\$5,621
Vidor	10,955	10,955	\$602,525	\$120,505
West Orange	3,378	3,378	\$185,790	\$37,158
	42,096			
Palo Pinto County	29,189	9,865	\$542,575	\$108,515
Gordon	484	484	\$26,620	\$5,324
Graford	630	630	\$34,650	\$6,930
Mineral Wells	17,295	17,295	\$951,225	\$190,245
Mingus	249	249	\$13,695	\$2,739
Strawn	666	666	\$36,630	\$7,326
	19,324			
Panola County	23,194	14,938	\$821,590	\$164,318
Beckville	933	933	\$51,315	\$10,263
Carthage	7,004	7,004	\$385,220	\$77,044
Gary City	319	319	\$17,545	\$3,509
	8,256			
Parker County	142,878	85,693	\$4,713,115	\$942,623
Aledo	4,105	4,105	\$225,775	\$45,155
Annetta	3,067	3,067	\$168,685	\$33,737
Annetta North	565	565	\$31,075	\$6,215
Annetta South	590	590	\$32,450	\$6,490
Azle	2,205	2,205	\$121,275	\$24,255
Cool	185	185	\$10,175	\$2,035
Cresson	574	574	\$31,570	\$6,314
Fort Worth	8	8	\$440	\$88
Hudson Oaks	2,291	2,291	\$126,005	\$25,201
Millsap	446	446	\$24,530	\$4,906
Reno	3,027	3,027	\$166,485	\$33,297
Sanctuary	333	333	\$18,315	\$3,663
Springtown	3,086	3,086	\$169,730	\$33,946

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Weatherford	31,188	31,188	\$1,715,340	\$343,068
Willow Park	5,515	5,515	\$303,325	\$60,665
	57,185			
Parmer County	9,605	2,538	\$139,590	\$27,918
Bovina	1,807	1,807	\$99,385	\$19,877
Farwell	1,326	1,326	\$72,930	\$14,586
Friona	3,934	3,934	\$216,370	\$43,274
	7,067			
Pecos County	15,823	6,373	\$350,515	\$70,103
Fort Stockton	8,284	8,284	\$455,620	\$91,124
Iraan	1,166	1,166	\$64,130	\$12,826
	9,450			
Polk County	51,353	41,394	\$2,276,670	\$455,334
Corrigan	1,691	1,691	\$93,005	\$18,601
Goodrich	312	312	\$17,160	\$3,432
Livingston	5,302	5,302	\$291,610	\$58,322
Onalaska	2,536	2,536	\$139,480	\$27,896
Seven Oaks	118	118	\$6,490	\$1,298
	9,959			
Potter County	117,415	13,017	\$715,935	\$143,187
Amarillo	104,222	104,222	\$5,732,210	\$1,146,442
Bishop Hills	176	176	\$9,680	\$1,936
	104,398			
Presidio County	6,704	1,077	\$59,235	\$11,847
Marfa	1,666	1,666	\$91,630	\$18,326
Presidio	3,961	3,961	\$217,855	\$43,571
	5,627			
Rains County	12,514	9,135	\$502,425	\$100,485
East Tawakoni	992	992	\$54,560	\$10,912
Emory	1,444	1,444	\$79,420	\$15,884
Point	943	943	\$51,865	\$10,373
	3,379			
Randall County	137,714	22,885	\$1,258,675	\$251,735
Amarillo	95,702	95,702	\$5,263,610	\$1,052,722
Canyon	16,733	16,733	\$920,315	\$184,063
Happy	669	669	\$36,795	\$7,359
Lake Tanglewood	885	885	\$48,675	\$9,735
Palisades	348	348	\$19,140	\$3,828
Timbercreek Canyon	492	492	\$27,060	\$5,412

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
	114,829			
Reagan County	3,849	258	\$14,190	\$2,838
Big Lake	3,591	3,591	\$197,505	\$39,501
	3,591			
Real County	3,452	2,185	\$120,175	\$24,035
Camp Wood	763	763	\$41,965	\$8,393
Leakey	504	504	\$27,720	\$5,544
	1,267			
Red River County	12,023	6,353	\$349,415	\$69,883
Annona	290	290	\$15,950	\$3,190
Avery	444	444	\$24,420	\$4,884
Bogata	1,080	1,080	\$59,400	\$11,880
Clarksville	3,159	3,159	\$173,745	\$34,749
Detroit	697	697	\$38,335	\$7,667
	5,670			
Reeves County	15,976	4,980	\$273,900	\$54,780
Balmorhea	566	566	\$31,130	\$6,226
Pecos	10,331	10,331	\$568,205	\$113,641
Toyah	99	99	\$5,445	\$1,089
	10,996			
Refugio County	6,948	2,398	\$131,890	\$26,378
Austwell	145	145	\$7,975	\$1,595
Bayside	295	295	\$16,225	\$3,245
Refugio	2,691	2,691	\$148,005	\$29,601
Woodsboro	1,419	1,419	\$78,045	\$15,609
	4,550			
Roberts County	854	303	\$16,665	\$3,333
Miami	551	551	\$30,305	\$6,061
	551			
Robertson County	17,074	8,452	\$464,860	\$92,972
Bremond	991	991	\$54,505	\$10,901
Calvert	1,142	1,142	\$62,810	\$12,562
Franklin	1,698	1,698	\$93,390	\$18,678
Hearne	4,791	4,791	\$263,505	\$52,701
	8,622			
Rockwall County	104,915	14,332	\$788,260	\$157,652
Fate	14,427	14,427	\$793,485	\$158,697
Heath	8,417	8,417	\$462,935	\$92,587

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
McLendon-Chisholm	3,113	3,113	\$171,215	\$34,243
Mobile City	208	208	\$11,440	\$2,288
Rockwall	44,121	44,121	\$2,426,655	\$485,331
Rowlett	7,983	7,983	\$439,065	\$87,813
Royse City	10,842	10,842	\$596,310	\$119,262
Wylie	1,472	1,472	\$80,960	\$16,192
	90,583			
Runnels County	10,264	3,618	\$198,990	\$39,798
Ballinger	3,421	3,421	\$188,155	\$37,631
Miles	835	835	\$45,925	\$9,185
Winters	2,390	2,390	\$131,450	\$26,290
	6,646			
Rusk County	54,406	31,756	\$1,746,580	\$349,316
Easton	53	53	\$2,915	\$583
Henderson	13,517	13,517	\$743,435	\$148,687
Kilgore	3,530	3,530	\$194,150	\$38,830
Mount Enterprise	439	439	\$24,145	\$4,829
New London	996	996	\$54,780	\$10,956
Overton	2,500	2,500	\$137,500	\$27,500
Reklaw	160	160	\$8,800	\$1,760
Tatum	1,455	1,455	\$80,025	\$16,005
	22,650			
Sabine County	10,542	8,463	\$465,465	\$93,093
Hemphill	1,256	1,256	\$69,080	\$13,816
Pineland	823	823	\$45,265	\$9,053
	2,079			
San Augustine County	8,237	6,121	\$336,655	\$67,331
Broadus	205	205	\$11,275	\$2,255
San Augustine	1,911	1,911	\$105,105	\$21,021
	2,116			
San Jacinto County	28,859	24,535	\$1,349,425	\$269,885
Coldspring	975	975	\$53,625	\$10,725
Point Blank	749	749	\$41,195	\$8,239
Shepherd	2,600	2,600	\$143,000	\$28,600
	4,324			
San Patricio County	66,730	8,882	\$488,510	\$97,702
Aransas Pass	7,376	7,376	\$405,680	\$81,136
Gregory	1,920	1,920	\$105,600	\$21,120
Ingleside	9,754	9,754	\$536,470	\$107,294
Ingleside on the Bay	584	584	\$32,120	\$6,424
Lake City	514	514	\$28,270	\$5,654
Lakeside	309	309	\$16,995	\$3,399

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Mathis	4,745	4,745	\$260,975	\$52,195
Odem	2,390	2,390	\$131,450	\$26,290
Portland	22,151	22,151	\$1,218,305	\$243,661
Sinton	5,133	5,133	\$282,315	\$56,463
Taft	2,972	2,972	\$163,460	\$32,692
	57,848			
San Saba County	6,055	2,388	\$131,340	\$26,268
Richland Springs	350	350	\$19,250	\$3,850
San Saba	3,317	3,317	\$182,435	\$36,487
	3,667			
Schleicher County	2,793	1,076	\$59,180	\$11,836
Eldorado	1,717	1,717	\$94,435	\$18,887
	1,717			
Scurry County	16,703	5,323	\$292,765	\$58,553
Snyder	11,380	11,380	\$625,900	\$125,180
	11,380			
Shackelford County	3,265	1,032	\$56,760	\$11,352
Albany	1,973	1,973	\$108,515	\$21,703
Moran	260	260	\$14,300	\$2,860
	2,233			
Shelby County	25,274	16,467	\$905,685	\$181,137
Center	5,345	5,345	\$293,975	\$58,795
Huxley	376	376	\$20,680	\$4,136
Joaquin	790	790	\$43,450	\$8,690
Tenaha	1,163	1,163	\$63,965	\$12,793
Timpson	1,133	1,133	\$62,315	\$12,463
	8,807			
Sherman County	3,022	563	\$30,965	\$6,193
Stratford	2,119	2,119	\$116,545	\$23,309
Texhoma	340	340	\$18,700	\$3,740
	2,459			
Smith County	232,751	98,070	\$5,393,850	\$1,078,770
Arp	1,029	1,029	\$56,595	\$11,319
Bullard	3,492	3,492	\$192,060	\$38,412
Hideaway	3,172	3,172	\$174,460	\$34,892
Lindale	6,434	6,434	\$353,870	\$70,774
New Chapel Hill	630	630	\$34,650	\$6,930
Noonday	805	805	\$44,275	\$8,855
Troup	1,975	1,975	\$108,625	\$21,725
Tyler	107,549	107,549	\$5,915,195	\$1,183,039

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Whitehouse	9,002	9,002	\$495,110	\$99,022
Winona	593	593	\$32,615	\$6,523
	134,681			
Somervell County	9,128	6,311	\$347,105	\$69,421
Glen Rose	2,817	2,817	\$154,935	\$30,987
	2,817			
Starr County	64,633	33,399	\$1,836,945	\$367,389
Escobares	2,854	2,854	\$156,970	\$31,394
La Grulla	1,676	1,676	\$92,180	\$18,436
Loma Vista CDP	171	171	\$9,405	\$1,881
Rio Grande City	15,049	15,049	\$827,695	\$165,539
Roma	11,484	11,484	\$631,620	\$126,324
	31,234			
Stephens County	9,366	3,559	\$195,745	\$39,149
Breckenridge	5,807	5,807	\$319,385	\$63,877
	5,807			
Sterling County	1,291	286	\$15,730	\$3,146
Sterling City	1,005	1,005	\$55,275	\$11,055
	1,005			
Stonewall County	1,350	483	\$26,565	\$5,313
Aspermont	867	867	\$47,685	\$9,537
	867			
Sutton County	3,776	727	\$39,985	\$7,997
Sonora	3,049	3,049	\$167,695	\$33,539
	3,049			
Swisher County	7,397	2,022	\$111,210	\$22,242
Kress	687	687	\$37,785	\$7,557
Tulia	4,688	4,688	\$257,840	\$51,568
	5,375			
Taylor County	138,034	14,765	\$812,075	\$162,415
Buffalo Gap	498	498	\$27,390	\$5,478
Impact	33	33	\$1,815	\$363
Lawn	314	314	\$17,270	\$3,454
Merkel	2,656	2,656	\$146,080	\$29,216
Trent	340	340	\$18,700	\$3,740
Tuscola	752	752	\$41,360	\$8,272
Tye	1,314	1,314	\$72,270	\$14,454

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Abilene	117,362	117,362	\$6,454,910	\$1,290,982
	123,269			
Terrell County	776	776	\$42,680	\$8,536
	776			
Terry County	12,337	2,076	\$114,180	\$22,836
Brownfield	9,484	9,484	\$521,620	\$104,324
Meadow	578	578	\$31,790	\$6,358
Wellman	199	199	\$10,945	\$2,189
	10,261			
Throckmorton County	1,501	487	\$26,785	\$5,357
Throckmorton	764	764	\$42,020	\$8,404
Woodson	250	250	\$13,750	\$2,750
	1,014			
Titus	32,750	14,297	\$786,335	\$157,267
Miller's Cove	156	156	\$8,580	\$1,716
Mount Pleasant	17,237	17,237	\$948,035	\$189,607
Talco	518	518	\$28,490	\$5,698
Winfield	542	542	\$29,810	\$5,962
	18,453			
Tom Green	119,200	19,406	\$1,067,330	\$213,466
San Angelo	99,794	99,794	\$5,488,670	\$1,097,734
	99,794			
Trinity County	14,651	10,802	\$594,110	\$118,822
Groveton	1,084	1,084	\$59,620	\$11,924
Trinity	2,765	2,765	\$152,075	\$30,415
	3,849			
Tyler County	21,672	15,982	\$879,010	\$175,802
Chester	324	324	\$17,820	\$3,564
Colmesneil	611	611	\$33,605	\$6,721
Ivanhoe	2,009	2,009	\$110,495	\$22,099
Woodville	2,746	2,746	\$151,030	\$30,206
	5,690			
Upshur County	41,753	30,430	\$1,673,650	\$334,730
Big Sandy	1,384	1,384	\$76,120	\$15,224
East Mountain	837	837	\$46,035	\$9,207
Gilmer	5,032	5,032	\$276,760	\$55,352
Gladewater	2,470	2,470	\$135,850	\$27,170

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Ore City	1,219	1,219	\$67,045	\$13,409
Union Grove	373	373	\$20,515	\$4,103
Warren	8	8	\$440	\$88
	11,323			
Upton County	3,657	698	\$38,390	\$7,678
McCamey	2,103	2,103	\$115,665	\$23,133
Rankin	856	856	\$47,080	\$9,416
	2,959			
Uvalde County	26,741	8,622	\$474,210	\$94,842
Sabinal	1,751	1,751	\$96,305	\$19,261
Uvalde	16,368	16,368	\$900,240	\$180,048
	18,119			
Val Verde County	49,025	13,173	\$724,515	\$144,903
Del Rio	35,852	35,852	\$1,971,860	\$394,372
	35,852			
Van Zandt County	56,950	40,537	\$2,229,535	\$445,907
Canton	4,015	4,015	\$220,825	\$44,165
Edgewood	1,556	1,556	\$85,580	\$17,116
Edom	410	410	\$22,550	\$4,510
Fruitvale	434	434	\$23,870	\$4,774
Grand Saline	3,284	3,284	\$180,620	\$36,124
Van	2,900	2,900	\$159,500	\$31,900
Wills Point	3,814	3,814	\$209,770	\$41,954
	16,413			
Victoria County	92,084	24,758	\$1,361,690	\$272,338
Victoria	67,326	67,326	\$3,702,930	\$740,586
	67,326			
Walker County	72,971	29,868	\$1,642,740	\$328,548
Huntsville	41,453	41,453	\$2,279,915	\$455,983
New Waverly	1,091	1,091	\$60,005	\$12,001
Riverside	559	559	\$30,745	\$6,149
	43,103			
Waller County	55,246	29,261	\$1,609,355	\$321,871
Brookshire	5,685	5,685	\$312,675	\$62,535
Hempstead	7,309	7,309	\$401,995	\$80,399
Katy	1,806	1,806	\$99,330	\$19,866
Pattison	601	601	\$33,055	\$6,611
Pine Island	1,190	1,190	\$65,450	\$13,090
Prairie View	6,560	6,560	\$360,800	\$72,160
Waller	2,834	2,834	\$155,870	\$31,174
	25,985			

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Ward County	11,998	2,418	\$132,990	\$26,598
Barstow	377	377	\$20,735	\$4,147
Grandfalls	381	381	\$20,955	\$4,191
Monahans	7,638	7,638	\$420,090	\$84,018
Pyote	131	131	\$7,205	\$1,441
Thorntonville	515	515	\$28,325	\$5,665
Wickett	538	538	\$29,590	\$5,918
	9,580			
Washington County	35,882	17,829	\$980,595	\$196,119
Brenham	17,752	17,752	\$976,360	\$195,272
Burton	301	301	\$16,555	\$3,311
	18,053			
Webb County	276,652	643	\$35,365	\$7,073
El Cenizo	3,119	3,119	\$171,545	\$34,309
Laredo	268,057	268,057	\$14,743,135	\$2,948,627
Rio Bravo	4,833	4,833	\$265,815	\$53,163
	276,009			
Wharton County	41,556	18,773	\$1,032,515	\$206,503
East Bernard	2,367	2,367	\$130,185	\$26,037
El Campo	11,782	11,782	\$648,010	\$129,602
Wharton	8,634	8,634	\$474,870	\$94,974
	22,783			
Wheeler County	5,056	1,679	\$92,345	\$18,469
Mobeetie	96	96	\$5,280	\$1,056
Shamrock	1,797	1,797	\$98,835	\$19,767
Wheeler	1,484	1,484	\$81,620	\$16,324
	3,377			
Wichita County	132,230	4,856	\$267,080	\$53,416
Burkburnett	11,223	11,223	\$617,265	\$123,453
Cashion Community	347	347	\$19,085	\$3,817
Electra	2,740	2,740	\$150,700	\$30,140
Iowa Park	6,364	6,364	\$350,020	\$70,004
Pleasant Valley	338	338	\$18,590	\$3,718
Wichita Falls	106,362	106,362	\$5,849,910	\$1,169,982
	127,374			
Wilbarger County	12,769	2,581	\$141,955	\$28,391
Vernon	10,188	10,188	\$560,340	\$112,068
	10,188			

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Willacy County	21,358	7,073	\$389,015	\$77,803
Lyford	2,576	2,576	\$141,680	\$28,336
Raymondville	11,144	11,144	\$612,920	\$122,584
San Perlita	565	565	\$31,075	\$6,215
	14,285			
Wilson County	51,070	37,729	\$2,075,095	\$415,019
Floresville	7,927	7,927	\$435,985	\$87,197
La Vernia	1,387	1,387	\$76,285	\$15,257
Nixon	8	8	\$440	\$88
Poth	2,332	2,332	\$128,260	\$25,652
Stockdale	1,687	1,687	\$92,785	\$18,557
	13,341			
Winkler County	8,010	799	\$43,945	\$8,789
Kermit	6,178	6,178	\$339,790	\$67,958
Wink	1,033	1,033	\$56,815	\$11,363
	7,211			
Wise County	69,984	42,809	\$2,354,495	\$470,899
Alvord	1,605	1,605	\$88,275	\$17,655
Aurora	1,576	1,576	\$86,680	\$17,336
Boyd	1,467	1,467	\$80,685	\$16,137
Bridgeport	7,092	7,092	\$390,060	\$78,012
Chico	1,170	1,170	\$64,350	\$12,870
Decatur	7,013	7,013	\$385,715	\$77,143
Lake Bridgeport	398	398	\$21,890	\$4,378
New Fairview	1,581	1,581	\$86,955	\$17,391
Newark	1,228	1,228	\$67,540	\$13,508
Paradise	572	572	\$31,460	\$6,292
Rhome	1,933	1,933	\$106,315	\$21,263
Runaway Bay	1,540	1,540	\$84,700	\$16,940
	27,175			
Wood County	45,539	33,863	\$1,862,465	\$372,493
Alba	554	554	\$30,470	\$6,094
Hawkins	1,392	1,392	\$76,560	\$15,312
Mineola	4,843	4,843	\$266,365	\$53,273
Quitman	1,888	1,888	\$103,840	\$20,768
Winnsboro	2,588	2,588	\$142,340	\$28,468
Yantis	411	411	\$22,605	\$4,521
	11,676			
Yoakum County	8,713	2,166	\$119,130	\$23,826
Denver City	4,878	4,878	\$268,290	\$53,658
Plains	1,669	1,669	\$91,795	\$18,359
	6,547			

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Young County	18,010	5,363	\$294,965	\$58,993
Graham	8,950	8,950	\$492,250	\$98,450
Newcastle	559	559	\$30,745	\$6,149
Olney	3,138	3,138	\$172,590	\$34,518
	12,647			
Zavala County	11,840	4,570	\$251,350	\$50,270
Crystal City	7,270	7,270	\$399,850	\$79,970
	7,270			
Zapata County	14,179	14,179	\$779,845	\$155,969
			\$584,532,630	\$116,906,526
Data Source for county data is taken from the U.S. Census Vintage 2019 population estimates as used by the U.S. Treasury. This data can be found at the following link: https://www.census.gov/data/tables/time-series/demo/popest/2010s-				
Data Source for other jurisdiction population numbers are taken from the Texas Demographic Center's 2019 population estimates. This data can be found at the following link: https://demographics.texas.gov/Data/TPEPP/Estimates/				



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 3.

Meeting Date: 06/01/2020

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6622**

Authorizing Execution of a Professional Engineering Services Agreement with Hayter Engineering for Design of the 2021 South Surface Waterline and Southwest Booster Pump Station Modification Project

Issue:

To consider a contract for professional services with Hayter Engineering for engineering services to design the 2021 South Surface Waterline and Southwest Booster Pump Station Modification Project

Background:

To provide surface water on the east side of US 75 to serve the proposed Bel Air planned development and future land developments. This project will also relocate the existing 20" groundwater pipeline in this area and increase the pressure on surface water users.

Origination:

Engineering Department

Financial Consideration:

The total fee for all engineering services will be \$307,672.00 and is budgeted in the Utility Improvement Fund for fiscal year 2019-2020.

Staff Recommendation:

It is recommended that the contract for professional services with Hayter Engineering for engineering services to design the 2021 South Surface Waterline and Southwest Booster Pump Station Modification Project be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6622

Professional Engineering Services Agreement

Aerial Location Map

RESOLUTION NO. 6622

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HAYTER ENGINEERING FOR DESIGN OF THE 2021 SOUTH SURFACE WATERLINE AND SOUTHWEST BOOSTER PUMP STATION MODIFICATION PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Engineering Services Agreement with Hayter Engineering for design of the 2021 South Surface Waterline and Southwest Booster Pump Station Modification Project, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the _____ day of _____, 2020.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



May 22, 2020

Mr. Thomas L. Pruitt, P.E, Director of Utilities
City of Sherman
220 West Mulberry Street
Sherman, Texas 75090

Exhibit C – Scope of Services for the 2021 South Surface Water Line and Southwest Booster Pump Station Modifications Project

Mr. Pruitt:

The City of Sherman is to be congratulated for moving forward with your plans to reduce dependence on groundwater by providing surface water in lieu of groundwater in this proposed area of your distribution system. With increasing population, decreasing groundwater levels, and a new surface water treatment plant, the City of Sherman is making a wise move to enhance the City's ability to reliably provide water to its customers for years to come.

We understand that the majority of funding for this project has already been secured; with the remainder to be secured soon by the City.

Hayter Engineering is grateful for being selected, based on our ability and experience, to provide the necessary engineering functions required to complete this major project. Based on our understanding of the project, we have prepared this scope letter and the attached Agreement for Professional Services, Exhibit A, and Exhibit B for your review and approval.

It is our understanding that this project is intended to serve a new development (Bel Air) at the southeast corner of Highway 75 and FM 1417, with surface water. Furthermore, an existing subdivision (Constitution Village) north of FM 1417, that is currently on groundwater, will be transferred to surface water.

The proposed project shall include following components:

- A new 20" surface water line (likely a 20" line, modeling will finalize the size) connecting to the existing surface water line on the west side of Highway 75 (approximately 800 feet south of FM 1417) going east crossing Highway 75.
- This new surface water line will continue along the south side of Legacy Drive east of Highway 75 going east to where the street currently ends.
- Continuing from that point, the new surface water line will go generally north along the creek to the south side of FM 1417, then proceed east to the west side of the existing railroad, terminating at the point with a valve and fire hydrant for flushing and future expansion.
- The existing groundwater line going across the proposed Bel Air site will be relocated to

Practical Infrastructure Solutions

4445 SE Loop 286 | Paris, TX 75460 | haytereng.com
TxEng F-315 | TxSurv F-10028600 | OSBPE/LS #603 | ASBPE #2521 | LA #EF6529
Texas | Oklahoma | Arkansas | Louisiana

- the west side of the site (possibly parallel to the new surface water line described above) since it is in conflict with the location of the planned lagoon in the new development.
- Modifications to the Southwest Booster Pump Station (SWBPS) site to allow the existing water tower at that site to feed the suction side of the pumps, thereby possibly decreasing the power consumption at the site. Other modifications include yard piping modifications necessary to switch the pump suction from the elevated tank to the ground tank to maintain water quality.

The engineering tasks in our proposal include the following:

- Preliminary Engineering – The project will begin with a meeting at City Hall to discuss the details of the scope of the project. The areas that will be served by the Southwest Pump Station (surface water) will be provided by the City. Population projections from the City will be discussed and verified. Water use data will be obtained from City's records of residential, commercial, and industrial water demand will be used to allocate demand in the system.

The City's preferences for various water system components (valves, fire hydrants, service lines, etc.) will also be determined at this time.

The design of the line in the vicinity of the Bel Air development will be coordinated with the developer's architect.

Water modeling of the existing system will be conducted to test the adequacy of the existing system to supply water to the Bel Air development. Since water age or water levels over time are not within the scope of this project, the modeling will be steady-state ("point-in-time") simulations. Therefore, the City shall provide the tanks levels that are to be used for modeling purposes.

The modeling will be carried out with and without demands from Constitution Village.

The existing Sherman water system model built by Garver will be used in the simulations. Hayter Engineering will work with City Staff to develop water demand for the various industrial, commercial, and residential users that are served by the water system between the Southwest Pump Station (SWPS) and the Shepherd Elevated Storage Tank (SEST).

The water demand for these users will be used to aid in determining the residual pressures in the surface water system.

If these simulations show inadequate residual pressure, additional effort will be required for the modeling of alternate parallel lines to address these deficiencies. This scope does not include these new lines in the system other than the lines described on the previous page. Therefore, additional effort to accomplish this task will be considered additional services; but will only be implemented with your prior approval.

In summary, the following simulations will be executed:

1. Run #1 -- Existing system with present-day demands (this simulation will form a baseline for comparison to future simulations and for calibration purposes).
2. Run #2 -- Existing system with present-day demands with new 20" line to Bel Air development, 1.0 MG storage at Shepherd Elevated Storage Tank, add new Sherman High School, and add new 0.16 MGD Progress Park.
3. Run #3 -- Existing system with present-day demands with new 20" line to Bel Air development and demands from Constitution Village.
4. Run #4 will be Run #2 with the 5-year demand added.
5. Run #5 will be Run #3 with the 5-year demand added.
6. Run #6 will be Run #2 with the 10-year demand added.
7. Run #7 will be Run #3 with the 10 -year demand added.
8. Run #8 will be Run #2 with the 15-year demand added.
9. Run #9 will be Run #3 with the 15 -year demand added.
10. Run #10 will be Run #2 with the 20-year demand added.
11. Run #11 will be Run #3 with the 20 -year demand added.
12. Run #12 will add a backpressure valve on the south side of the location where the new 20" (or 24") line connects to the existing line on the west side of Hwy 75. This backpressure valve will be modeled to see if the existing system can provide sufficient flow and pressure to the Bel Air development for whichever Run shows insufficient pressure on the north side of the connection when the backpressure valve is not utilized.

Although it is likely that the existing system will be deficit in 20 years, the 5 through 15-year runs are included to give the City an idea of when the deficiency may occur. In this manner, planning for system expansion can be based upon the results of the simulation.

A report, with exhibits, will be prepared that shows the residual pressures resulting from each of the simulations listed. For the first scenario that is found to be deficit, thus requiring a parallel line, an OPCC will be prepared.

Included with this task will be a meeting after completion of Run #1, #2, and #3. Modifications to the model will be made prior to running the remaining simulations.

A meeting will be held after the completion of the remaining simulations to review the results with the owner and discuss the alternative solutions proposed.

It is anticipated that the results of the simulations described above will allow the City to decide the line size required for the Highway 75 crossing.

Due to the high embankments of Highway 75 in the area where the bore is anticipated, it may be advantageous to use horizontal directional drilling (HDD) to install the casing. Hayter Engineering will contact TxDOT about the possibility of TxDOT allowing an

installation of this nature. Regardless of their position on this issue, their requirements will be determined so that the design can proceed.

A cost / benefit analysis will be performed to compare DIP to PVC, based on the Geotechnical recommendation. Material cost, installation cost, water hammer effects, life-cycle expectations, etc. will be compared so that the City can decide upon the material to use in the project.

Record drawings and "pot-holing" of City utility locations provided by the City, as well as locates marked by the franchise utilities, will be used to determine a preliminary route for the new surface water line from the west side of Highway 75, east under the highway, east along the south side of Legacy Drive, north along the west side of the Bel Air development and east along FM 1417. Utility records and locates will also be used to determine the route of the aforementioned relocated groundwater line.

The City will provide pot-holing for water and sewer lines. Hayter Engineering will provide potholing for franchise utilities.

A meeting will then be held at City Hall to review the proposed routes. The recommended routes (30% design) for both the groundwater and surface water lines will be presented in plan and profile views, along with the locations of existing utilities, for ease of evaluation. Modifications will be made as required.

It is assumed that the relocated groundwater line and the new surface water line will be installed in parallel in the same easement along the west and north sides of the Bel Air development.

Once the preliminary route for the proposed surface water line is determined, the location for road bore receiving and bore pits will be determined. After determination of the location of these pits, 40-foot deep soil bores will be taken at each location to determine the depth and the thickness of rock in these areas. Five additional soil bores will be conducted on the remainder of the proposed route to determine the trenching conditions in that area. The information gleaned from this investigation will be included in the construction contract documents.

A preliminary and final opinion of probable construction cost (OPCC) will be prepared for both the surface and relocated groundwater line.

The SWBPS will be analyzed to determine if the existing pumps can provide the flow and pressure needed as a result of the modeling runs described above. Pump curves of all the existing pumps will be investigated to see if individual pumps or combinations of pumps will suffice. The analysis will also include the investigation into the feasibility of providing those flows based on "flooded suction" from the elevated tank.

Other work at the SWBPS will include the design of yard piping modifications to allow both the ground tank and elevated tank to provide water to the suction side of the high service pumps. Allowing both tanks to supply water to the pumps should allow the disinfection residual to be maintained easier with less chance of stagnation.

The other yard piping modification at the SWBPS site will be the design of a diaphragm-type valve that connects the north surface water zone (the Gallagher tower zone) to the south surface water zone (the Shepherd tower zone). This connection will be designed such that if the power goes out at the SWBPS, or if there is some sort of a control or mechanical failure, that the elevated tank at the SWBPS site can seamlessly provide pressure to the south zone until the problem can be addressed.

An OPCC for the pump station modifications and the yard piping modifications will be provided.

- Design Surveys and Design (proposed water lines) – After the decision is made as to the route of the two aforementioned water lines and the pipe material, the design surveying and design will commence. The design will include plan and profile sheets for the water lines and construction standards. Deliverables will include:
 - Prepare preliminary OPCC.
 - Bid schedule
 - Technical specifications, including civil, geotechnical, and electrical – signed and sealed by each.
 - Plan-profile sheets for the new surface water and the relocated ground water lines. It is assumed that these two lines will be installed parallel to each other about 5 feet apart in the same easement on the west side of the creek flowing through the Bel Air development. The plan and profile sheets will include the Highway 75 crossing and the FM 1417 crossing.
 - 30% and 90% plan sets will be reviewed with the City for their comments. Hayter Engineering will then meet with the City to discuss their review comments and to discuss various issues that may surface at that time.
 - A final OPCC will be prepared and provided to the City.
 - Revisions will be made as directed by the City.
 - Erosion control plan
 - Traffic control plan
 - All construction standards and details will be City of Sherman details, unless a special detail is needed for this project – wherein Hayter Engineering will provide that detail.
 - After 30% submittal, perform a Level A Subsurface Utility Engineering (SUE) of any underground franchise utility being crossed to determine the actual elevation of the utilities.

The City will apply for the necessary TxDOT crossing permit.

- Design Surveys and Design (SWBPS) – The feasibility of using the existing elevated tank to feed the suction side of the existing high service pumps will be evaluated. Options for piping modifications will also be evaluated. In this manner, the possibility of decreasing the pumping costs at this site will be evaluated.

The design of this separate project will include the following components:

- Determine required piping modifications.
- Pressure valve or other device on the west side of Hwy 75 to keep the Shepherd elevated storage tank from overflowing.
- Prepare preliminary OPCC.
- Technical specifications, including civil and electrical.
- 30% and 90% plan sets will be reviewed with the City for their comments. Hayter Engineering will then meet with the City to discuss their review comments and to discuss various issues that may surface at that time.
- A final OPCC will be prepared and provided to the City.
- Revisions will be made as directed by the City.
- All construction standards and details will be City of Sherman details, unless a special detail is needed for this project – wherein Hayter Engineering will provide that detail.

After the decision is made as to the flow and pressure needed at the SWBPS, the design surveying and design will commence. The design will include pumps and piping modifications, as well as the construction standards. Contract documents with the “front-end” including bid schedule, general conditions, and supplemental conditions; and the technical specifications will be prepared.

Review meetings with City Staff will be conducted at 30% and 90% design levels

- Bid and Award (water lines and SWBPS) – Although the majority of bid and award services will be the responsibility of the City, Hayter Engineering will respond to contractors’ requests for information (RFI’s) as needed. At the direction of the City, hard copies of plans and specifications, as well as CD’s or flash drives of the contract documents in PDF format will be provided. These services will be provided as requested on a time and materials basis.
- Construction Review (water lines and SWBPS) – It is the understanding of Hayter Engineering that most of the construction review tasks will be undertaken by the City. Hayter Engineering will be available on an as-needed / as-requested basis for assistance with the construction review portion of the project. As such, the engineering services are proposed on a time and materials basis, per Exhibit A.

- Materials Testing (water lines and SWBPS) –The City will schedule and perform all necessary testing. Hayter Engineering will review results and perform any other requested duties as part of Construction Review on a time and materials basis – per Exhibit A.
- On-Site Observer (water lines and SWBPS) – Hayter Engineering understands that the City will be responsible for all the on-site observer (OSO) duties. Hayter Engineering will work with the OSO to the extent requested by the City. Again, the engineering time spent on this task is proposed on a time and materials basis, per Exhibit A.

Following execution of the contract for engineering services, the tentative schedule for the proposed water line tasks outlined above is as follows:

- | | |
|--|-------------|
| • Begin preliminary engineering (initial kick-off meeting, population and water demand projections, 21 water model simulation runs, two meetings to discuss the results of the simulations, and a fourth meeting to finalize the route of the two water lines) | Month 0 |
| • Complete the preliminary engineering phase | Month 4 |
| • Begin design surveys and design | Month 4 1/2 |
| • Completion of design surveys | Month 6 |
| • Completion of design and submission of design to City for bidding | Month 12 |
| • Address the City's review comments, complete the design | Month 13 |
| • Begin assistance with the City's bidding phase | Month 13 |
| • Answer contractor's RFI's as the City conducts the bidding phase of the project | Month 14 |
| • Begin assistance with construction review | Month 15 |
| • Construction completion | Month 21 |
| • Assist in project close-out documentation | Month 22 |

Note: City 30% and 90% reviews estimated at 2 weeks each.

Based on the services for the proposed water lines, the proposed fees for our services are as follows:

- | | |
|---|-----------|
| 1. Preliminary engineering, soils investigation, and conceptual design (lump sum) | \$94,903 |
| 2. Design surveys (time & expense) | \$22,396 |
| 3. Right-of-way delineation (time & expense) | \$3,041 |
| 4. Easement preparation for FM 1417 and both bore pits (time & expense) | \$4,799 |
| 5. Design (lump sum) | \$117,006 |

6. SUE Level A (time & expense)	\$24,836
7. Bid and award assistance (time & expense)	\$7,763
8. Construction engineering assistance (time & expense)	\$29,757
9. Record drawings (lump sum)	<u>\$3,171</u>
TOTAL	\$307,672

Any tasks or services requested that are not specifically mentioned are considered to be additional services and will be confirmed in writing and billed at our hourly rates (Exhibit A). Advertising for bids, highway and / or railroad crossing permit fees, or other fees not listed will be paid by the owner.

Work can begin within 2 weeks of receipt of your signed Agreement for Professional Services. Attached you will find the proposed Agreement for Professional Services for your review. Please note the year "2021" refers to the year construction is projected to begin.

Should the agreement meet your approval, please sign and return as our notice to proceed.

Thank you for another opportunity to be of service to the City of Sherman. Please let me know if you have any questions or comments.

Sincerely,

HAYTER ENGINEERING

Michael N. Tibbets



Michael N. Tibbets, P.E.
Vice President

attachment: Agreement for Professional Services
Exhibit A
Exhibit B

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT is entered into by the City of Sherman, Texas, a municipal corporation, acting herein through its City Manager, duly authorized to act by the City Council, hereinafter called "OWNER," and HAYTER ENGINEERING, INC., a Texas corporation, acting herein through a duly authorized officer, herein called "ENGINEER," because OWNER desires ENGINEER'S services in connection with engineering services for a 2021 South Surface Water Line and Southwest Booster Pump Station Modifications project.

WITNESSETH:

For the mutual promises and benefits herein described, the parties agree as follows:

1. Term of AGREEMENT: This AGREEMENT shall become effective on the day it is executed; and shall continue in effect thereafter until the services provided for herein have been performed, or until terminated as provided herein.
2. Services to be Performed by ENGINEER: Professional services are detailed in Exhibit B – Services of Engineer and Exhibit C – Scope of Services hereto.

OWNER may request additional services of any type normally rendered by ENGINEER. These will be called "Additional Services," and compensation shall be determined as per Section 3(b) hereof.

Basic services during the construction period, if any such services are included in this AGREEMENT, are understood to be for the time of completion initially specified in the corresponding construction contract, and services beyond that time, including services as expert witness or assisting in litigation, or services due to failure of the CONTRACTOR to complete on time, will be deemed additional services.

3. Compensation of ENGINEER: Owner shall pay ENGINEER as follows:

(a) Basic Services

Preliminary engineering, soils investigation, and conceptual design (lump sum)	\$94,903
Design surveys (time & expense)	\$22,396
Right-of-way delineation (time & expense)	\$3,041
Easement preparation for FM 1417 and both bore pits (time & expense)	\$4,799
Design (lump sum)	\$117,006
SUE Level A (time & expense)	\$24,836

Bid and award assistance (time & expense)	\$7,763
Construction engineering assistance (time & expense)	\$29,757
Record drawings (lump sum)	\$3,171
TOTAL	\$307,672

- (b) OWNER shall pay ENGINEER for additional services requested by OWNER, as defined in Exhibit B or at the hourly rates in Exhibit A hereto, plus reimbursable expenses. Additional services that are known to be required are listed in Exhibit B.
- (c) ENGINEER may submit monthly statements for basic and additional services. These will be based upon ENGINEER'S estimate of services completed at the time, and OWNER shall make prompt payments. If OWNER fails to pay ENGINEER within sixty (60) calendar days of the receipt of ENGINEER'S statement, the amounts due ENGINEER shall increase at the rate of one percent (1%) a month. ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services until paid.
- (d) In the event of termination by OWNER, ENGINEER shall be entitled to payment for services rendered through receipt of termination notice. ENGINEER will also be entitled to payment for all reasonable termination expenses.
- (e) "Termination expenses" means reimbursable expenses, salaries, and overhead costs due to termination, including, but not limited to, transferring job records to OWNER, termination negotiations, and reassignment of personnel.

"Reimbursable expenses" include, but are not limited to, long distance telephone, postage, equipment, expendables, mileage, subcontractors or special consultants, freight, testing fees, copies, and blueprints. Where special consultants or subcontractors are used as additional services, the ENGINEER'S reimbursement shall include a service charge equal to 5% of the subcontractor's invoice amount.

4. Services to be Performed by OWNER: OWNER shall: (i) designate a specific person as OWNER's representative; (ii) provide ENGINEER with any previous studies, reports, data, budget constraints, special OWNER requirements, or other pertinent information known to OWNER; no charge will be made to ENGINEER for such information, and OWNER and its agencies will cooperate with ENGINEER to provide said information, in every way possible to facilitate the performance of the project; (iii) ensure access for the ENGINEER to properties necessary for performance of the ENGINEER'S work; (iv) provide legal, accounting, or insurance consultants, financial advisors or other similar specialists as required for the project; (v) make prompt payments in response to ENGINEER'S statements; and (vi) respond in a timely fashion to requests from the ENGINEER. ENGINEER is entitled to rely upon and use, without independent verification

and without liability, all information and services provided by OWNER or OWNER's appointees, or with respect to OWNER'S Subsurface Utility Engineering results.

5. Termination: The obligation to provide further services under this AGREEMENT may be terminated by either party upon ten (10) calendar days written notice, in the event of substantial failure by the other party to perform in accordance with the terms hereof.
6. Reuse of Documents: All documents prepared by ENGINEER are instruments of service for the specific project contemplated under this AGREEMENT. They are not intended for reuse on extensions of that project, or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability to ENGINEER.
7. Notices: Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.
8. Sole Parties and Entire AGREEMENT: This AGREEMENT shall not create any rights or benefits to anyone except the OWNER and ENGINEER; and contains the entire agreement between the parties. Oral modifications to this agreement shall have no force or effect.
9. Texas Law to Apply; Successors; Construction: This AGREEMENT shall be construed under and in accordance with the laws of the State of Texas. It shall be binding upon, and inure to the benefit of, the parties hereto and their representatives, successors and assigns. Should any provisions in this AGREEMENT later be held invalid, illegal or unenforceable, they shall be deemed void, and this AGREEMENT shall be construed as if such provision had never been contained herein.
10. Other Provisions: The parties hereto further agree as follows:
 - (a) **Limitation of Liability. In recognition of the relative risks and benefits of the project to both the OWNER and the ENGINEER, the risks have been allocated such that the OWNER agrees, to the fullest extent permitted by law, to limit the liability of the ENGINEER and his subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the ENGINEER and his or her sub-consultants to all those named shall not exceed \$1,000,000. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, and breach of contract.**
 - (b) Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than either the date of Substantial Completion for acts

or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statute of limitations commence to run any later than the date when the ENGINEER'S services are substantially completed.

- (c) Any opinion of the probable construction cost prepared by the ENGINEER represents only his judgment as a design professional and is supplied for the general guidance of the OWNER. Since the ENGINEER has no control over the cost of labor and material, or many other factors, the ENGINEER does not imply nor guarantee the accuracy of such opinions. If the OWNER elects to redesign or rebid the project to reduce costs, ENGINEER'S services for such rebidding or redesign shall be additional services unless the lowest bid is 150% or more of the ENGINEER'S 30% design opinion of probable construction cost plus contingency. In that case, the ENGINEER'S cost of services for redesign and rebidding will be waived as long as the scope and budget of the project remains similar in nature to the original scope and budget.
- (d) The ENGINEER has not been retained or compensated to provide design and construction review services relating to any construction contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the contractor to perform his work, but not relating to the final or completed structure. The ENGINEER does not in any manner guarantee the performance of the construction contractors.
- (e) ENGINEER will strive to perform services hereunder in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, or otherwise.
- (f) Consequential damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss or reputation or any other consequential damages that either party may have incurred from breach of strict or implied warranty. Both the OWNER and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

- (g) Reference communications. The ENGINEER may be required to render opinions about the performance or qualifications of others engaged or being considered for engagement by the OWNER. Those about whom opinions are rendered may, as a consequence, initiate claims against the ENGINEER. To help create an atmosphere in which the ENGINEER may freely report or express such opinions candidly in the interest of the OWNER, the OWNER agrees to indemnify and hold harmless, to the fullest extent possible by law, the ENGINEER against all damages, liabilities or costs, including reasonable attorneys' fees arising from the rendering of such confidential opinions and reports by the ENGINEER to the OWNER.
- (h) Delivery of Electronic Files – In accepting and utilizing any drawings, reports and data on any form of electronic media from the ENGINEER, Owner agrees that such files are instruments of service of the ENGINEER, solely for this particular Project. The Owner agrees not to reuse these electronic files for any purpose other than of the Project. The Owner agrees to waive all claims against the ENGINEER resulting from any unauthorized changes to or reuse of the electronic files for any other project.

Electronic files furnished by either party shall be subject to an acceptance period of sixty (60) days. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

In the event of a conflict between the hard-copy construction documents and record drawings prepared by the ENGINEER and the electronic files, the signed and sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and sub-consultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the ENGINEER or from any reuse of the electronic files.

- (i) Mediation – In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and the ENGINEER agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.
- (j) Design without Construction Administration – It is understood and agreed the ENGINEER'S basic services under this agreement includes only limited (as-requested) construction review or review of the Contractor's performance or any other construction phase services, and that such services will be provided by

OWNER. OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and OWNER waives any claims against ENGINEER that may in any way be connected thereto.

In addition, OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless ENGINEER, its Officers, employees and subconsultants, against all damages, liabilities or other costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Construction Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the ENGINEER.

If OWNER requests in writing that ENGINEER provide any specific construction phase services, and if ENGINEER agrees in writing to provide such services, ENGINEER shall be compensated for said service in accordance with Section 3 (b) herein.

11. Amendments to this contract shall be in writing; and be signed by the appropriate authorized parties for both OWNER and ENGINEER.

IN WITNESS WHEREOF, the parties, having read and understood this AGREEMENT, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ___ day of _____ 2020.

ENGINEER: HAYTER ENGINEERING INC

OWNER: CITY OF SHERMAN

SIGNED: Michael J. Donnan
Michael J. Donnan, President

SIGNED: _____
Robby Hefton, City Manager

ATTEST: Michael N. Tibbets ATTEST: _____

EXHIBIT A
Schedule of Per Diem Rates
January 20, 2020

Personnel	Hourly Rates
Principal	180.00
Project Manager	155.00
Project Engineer	125.00
Design Engineer II	115.00
Design Engineer I	105.00
Senior CAD/Survey Technician	85.00
CAD Technician II	70.00
CAD Technician I	60.00
Senior Administrative Assistant	80.00
Administrative Assistant	70.00
On-Site Observer	80.00
Surveyor	145.00
Survey Technician II	65.00
Survey Technician I	45.00
Survey Crew - 2 Man Party	110.00
Survey Crew - 3 Man Party	160.00
Survey Crew - 1 Man GPS	100.00

The schedule of per diem rates may be changed by the ENGINEER at his sole discretion. Time billed for per diem rate services shall be in minimum increments of $\frac{1}{4}$ hour.

EXHIBIT B

SERVICES OF ENGINEER

2.1 BASIC ENGINEERING SERVICES

2.1.1 General

ENGINEER shall provide for OWNER professional engineering and surveying services as hereinafter provided and as described in Exhibit C – Scope of Services Letter 2021 South Surface Water Line project.

These services will include providing professional engineering consultation and advice and furnishing customary surveying, geotechnical, electrical, and civil engineering services, incidental thereto.

2.2 Preliminary Design Phase

2.2.1 Consult with OWNER to clarify and define OWNER'S requirements for the Project and review available data.

2.2.2 Advise OWNER as to the necessity of OWNER providing or obtaining from others, data or services outside those of ENGINEER described herein, and assist OWNER in obtaining same.

2.2.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

2.2.4 Prepare a preliminary engineering report to guide development of the remainder of the project.

2.3 Final Design Phase, Drawings and Specification Phase

2.3.1 Prepare final drawings to show the general scope, extent and character of the work of CONTRACTOR ("Drawings"), and Technical Specifications.

2.3.2 Provide technical data for OWNER'S use in obtaining approval of governmental authorities having jurisdiction to approve the design of the Project; and assist OWNER in consultations with said approval authority.

2.3.3 Advise OWNER of any adjustments to the latest opinion of probable construction costs.

2.3.4 Prepare for review and approval by OWNER, Bid Schedule and Technical Specifications.

2.3.5 Furnish one copy of the above documents and of the Drawings and Specifications and present and review them with OWNER.

2.3.6 Limitation of Responsibilities

ENGINEER shall not be responsible for the acts or omissions of any CONTRACTOR, or its subcontractor, supplier, or any of the CONTRACTOR'S or subcontractor's suppliers, agents or employees, or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise furnishing or performing any of the CONTRACTOR'S work; however, nothing contained in this section shall release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the contract documents.

2.6 ADDITIONAL ENGINEERING SERVICES

2.6.1 Bidding

2.6.1.a Assist OWNER in advertising for bids once for a single prime contract for the Work.

2.6.1.b At the OWNER'S direction, prepare addenda as appropriate to interpret, clarify or expand the Bidding Documents.

2.6.1.c At the OWNER'S direction, ENGINEER will print and distribute all sets of drawings and addendums required; maintain a list of prospective bidders; distribute any addenda required; provide drawings and specifications to contractor plan rooms; and attend a pre-bid conference if one is deemed advisable.

2.6.1.d At the OWNER'S direction, ENGINEER will attend the bid opening, prepare bid tabulation sheets, and recommend an award if deemed appropriate.

2.6.1.e At the OWNER'S direction, ENGINEER will prepare the necessary sets of documents for contract execution; work with CONTRACTOR and OWNER to execute same; submit executed documents for approval to City Attorney and any funding agencies requiring document review; and distribute executed documents.

2.6.2 Construction Phase

2.6.2.a At the OWNER'S direction, ENGINEER shall consult, advise, and act as OWNER'S representative as provided in the construction contract. All of OWNER'S instructions to

CONTRACTOR will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said construction contract.

2.6.2.b In connection with observations of the work of CONTRACTOR while it is in progress:

2.6.2.c At the OWNER'S direction, ENGINEER shall make visits to the site, in order to observe the progress and quality of the CONTRACTOR'S work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general, if such work observed at the time of each site visit is proceeding in accordance with the contract documents.

2.6.2.d ENGINEER shall not during the visits or as a result of such observations, supervise, direct or have control over CONTRACTOR'S work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by CONTRACTOR or for safety precautions and programs incident to the work, or for any failure of CONTRACTOR to comply with laws, regulations, codes or orders applicable to CONTRACTOR'S work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by CONTRACTOR, nor assume responsibility for CONTRACTOR'S failure to furnish and perform their work in accordance with the contract documents.

2.6.3 Interpretations and Clarifications

At the OWNER'S direction, ENGINEER shall issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare work directive changes and change orders, as required.

2.6.4 Shop Drawings & Substitutes

At the OWNER'S direction, ENGINEER shall review and approve or take other appropriate action on the CONTRACTOR submittals, such as shop drawings, product data, samples, and other data, which the CONTRACTOR is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the CONTRACTOR. The ENGINEER'S review shall be conducted with reasonable promptness while allowing sufficient time in the ENGINEER'S judgment to permit adequate review. Review of a specific item shall not indicate that the ENGINEER has reviewed the entire assembly of which the item is a component. The ENGINEER shall not be responsible for any deviations from the Construction Documents not brought to the attention of the ENGINEER in writing by the

CONTRACTOR. The ENGINEER shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

2.6.5 Disputes between OWNER and CONTRACTOR

ENGINEER shall act as initial interpreter of the contract documents and judge of the acceptability of the work; and make decisions on all claims of OWNER and CONTRACTOR relating to the acceptability of the work or the interpretation of the requirements of the contract documents. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

2.6.6 Inspections

At the OWNER'S direction, ENGINEER shall conduct an inspection to determine if the work is substantially complete, and a final inspection to determine if the completed work is acceptable, so that ENGINEER may recommend final payment to CONTRACTOR. Any such recommendation is subject to the limitations expressed earlier herein.

2.6.7 The following "additional services" are known to be required at the time of this agreement and are authorized at per diem rates shown as Exhibit A or at the lump sum fee shown. These and other "additional services" which may be added as required will be paid for as additional services in accord with Section 3b.

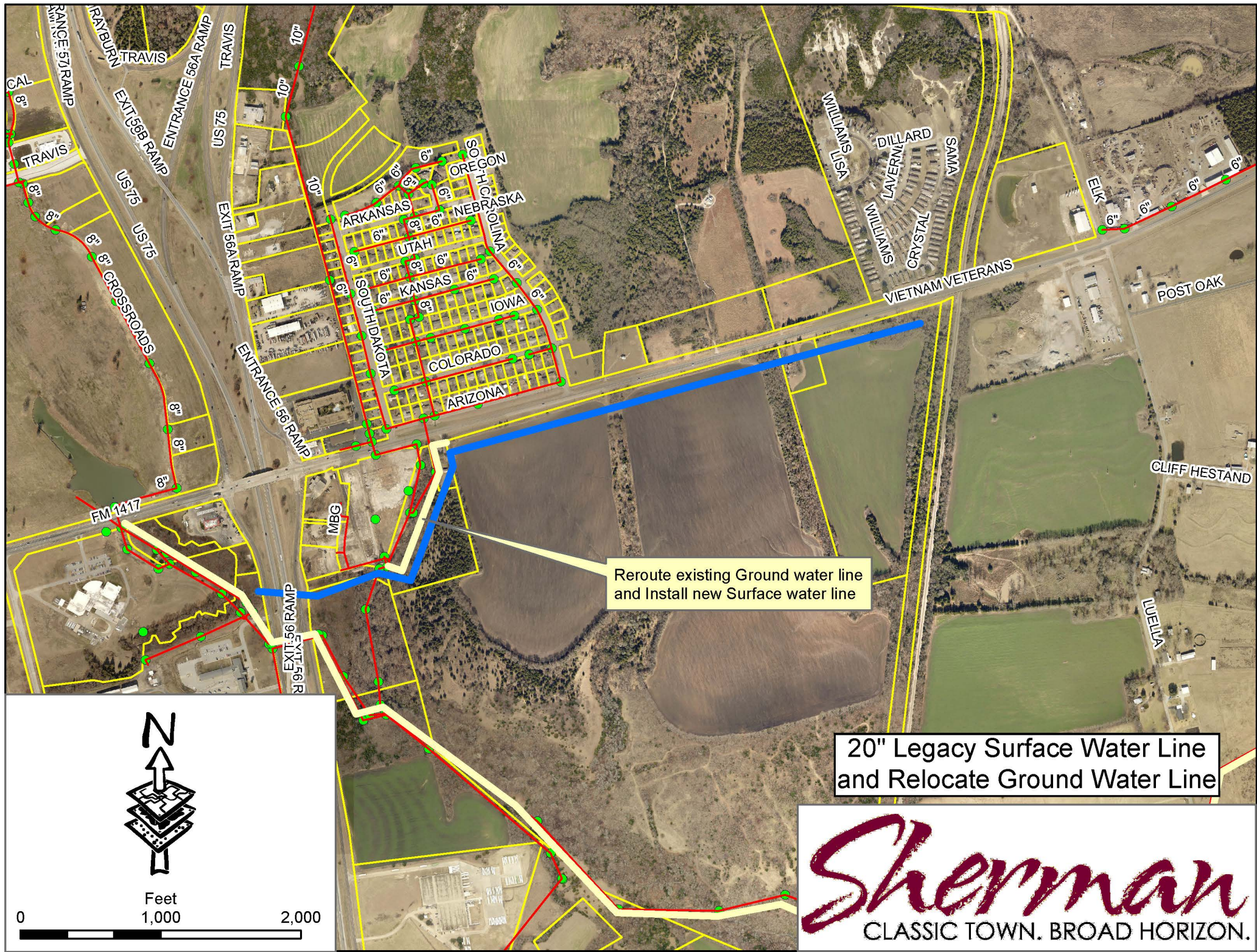
2.6.7.a Easements & Right-of-Way Surveys – ENGINEER will assist the OWNER in obtaining the required easements (permanent and temporary) for the project, including required surveying, and metes and bounds descriptions. Owner will prepare and file easements with the County and pay any fees levied. The fee for this service shall be based on the hourly rates shown in Exhibit A.

2.6.7.b Warranty Review – ENGINEER will assist OWNER in notifying the CONTRACTOR of contractual deficiencies regarding workmanship, material and equipment that become apparent during the warranty period. This includes conducting a warranty inspection at the end of the warranty period, preparing a deficiency punch list, and verifying completion of punch list items. The fee for this service shall be based on the hourly rates shown in Exhibit A.

2.6.8 Services in addition to those defined are not included; however, can be performed, with written authorization. These additional services will be paid for based on the per diem rates shown as Exhibit A or at a negotiated the lump sum fee. A partial list of additional services that could be added is below:

1. Archeological services
2. Environmental site assessments
3. Construction staking

4. Filing fees associated with permits, submittal fees, impact fees, etc.
5. Environmental investigation
6. Easement acquisition
7. SUE Level A more than is required after the routes for the water lines has been determined in the 50% design level meeting (i.e. – if the route of the line is changed after it was decided upon).



Reroute existing Ground water line
and Install new Surface water line

20" Legacy Surface Water Line
and Relocate Ground Water Line

Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 4.

Meeting Date: 06/01/2020

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6623**

Appointing a Voting Member to the Technical Advisory Committee of the Sherman-Denison Metropolitan Planning Organization

Issue:

Authorizing the City Council to appoint incoming Director of Development Services Rob Rae, A.I.C.P. as a voting member and Director of Engineering Wayne Lee, P.E. as an alternate voting member to the Technical Advisory Committee (TAC) of the Sherman-Denison Metropolitan Planning Organization (MPO)

Background:

The MPO has the responsibility, under the provisions of Fixing America's Surface Transportation (FAST) Act, for developing and carrying out a continuing, cooperative and comprehensive transportation planning process for the metropolitan area. The MPO's TAC is charged with assisting the director in ensuring that plans and programs are developed and conducted in accordance with current legislation, technical tasks associated with the development of the Metropolitan Transportation Plan and the Transportation Improvement Program, and review projects and make recommendations regarding these to the Policy Board. The MPO bylaws require member Cities to appoint TAC members by a Council Resolution.

Origination:

Engineering Department

Financial Consideration:

None

Staff Recommendation:

It is recommended that the City Council appoint incoming Director of Development Services Rob Rae, A.I.C.P. as a voting member and Director of Engineering Wayne Lee, P.E. as an alternate voting member to the Technical Advisory Committee of the Sherman-Denison Metropolitan Planning Organization.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6623

RESOLUTION NO. 6623

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPOINTING A VOTING MEMBER TO THE TECHNICAL ADVISORY COMMITTEE OF THE SHERMAN-DENISON METROPOLITAN PLANNING ORGANIZATION; 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 Sherman-Denison Metropolitan Planning Organization, which is the Metropolitan Planning Organization (MPO) for the Sherman-Denison Metropolitan Area, has the responsibility under the provisions of Fixing America's Surface Transportation (FAST) Act for developing and carrying out a continuing, cooperative and comprehensive transportation planning process for the metropolitan area; and

WHEREAS, the Technical Advisory Committee of the Sherman-Denison Metropolitan Planning Organization is charged with assisting the director in ensuring that plans and programs are developed and conducted in accordance with current legislation, technical tasks associated with the development of the Metropolitan Transportation Plan and the Transportation Improvement Program, and review projects and make recommendations regarding these to the Policy Board; and

WHEREAS, voting and alternate members of the Technical Advisory Committee are appointed by the governing bodies of the Sherman-Denison Metropolitan Planning Organization;

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

SECTION 1. That the City Council of the City of Sherman, Texas, in accordance with the Bylaws of the Sherman-Denison Metropolitan Planning Organization, hereby appoints as voting and alternate members of the Technical Advisory Committee of the Sherman-Denison Metropolitan Planning Organization:

Rob Rae, A.I.C.P. – Voting Member
Wayne Lee, P.E. – Alternate Voting Member

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

PASSED AND APPROVED on this the _____ day of _____, 2020.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 5.

Meeting Date: 06/01/2020

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6624

Authorizing the Purchase of a New Sewer Jet Truck for the Water Utilities Services Department from Pipe Hunter Inc. through the Houston-Galveston Area Council of Governments (H-GAC)

Issue:

To consider approval of a resolution to purchase a new sewer jet truck through the H-GAC for use within the Water Utilities Services Department

Background:

The requested purchase is to replace Unit 569, a 2009 year model sewer jet truck. This unit was involved in an accident that has left it inoperable and beyond the ability to repair.

Purchasing through the H-GAC conforms to the requirements of Texas statutes that are applicable to competitive bids and competitive proposals. No product or service is offered by H-GAC that has not been subjected to either competitive bid or competitive proposal process.

Origination:

Department of Public Works

Financial Consideration:

The Sewer Jet Truck will be purchased from Pipe Hunter Inc. for \$194,370.42 through the H-GAC. Funding for this purchase has not been appropriated in the fiscal year 2019-2020 Water Utilities Services budget. If needed at the end of the current fiscal year, a budget amendment will be proposed to cover the costs associated with this purchase.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Sewer Jet Truck through the H-GAC.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6624

Pipe Hunter Quotation

Brochure

H-GAC Interlocal Agreement

RESOLUTION NO. 6624

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW SEWER JET TRUCK FOR THE WATER UTILITIES SERVICES DEPARTMENT FROM PIPE HUNTER INC. THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (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 Pipe Hunter Inc. through the Houston-Galveston Area Council of Governments (H-GAC), a New Sewer Jet Truck at a total price of One Hundred Ninety-Four Thousand Three Hundred Seventy Dollars and Forty-Two Cents (\$194,370.42), in accordance with the provisions of the H-GAC proposal and terms and conditions of the Interlocal Participation Agreement, both attached hereto and made a part hereof for all purposes. 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 2019-2020 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.

PASSED AND APPROVED on this the _____ day of _____, 2020.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



10D35TM D REEL Truck Mount - 3,000 PSI @ 50 GPM

Quoting Using The H-GAC Contract Discount System

Quote Date: May 28, 2020
 Customer: City Of Sherman Tx
 Contact Info: Eric Sandberg -- Superintendent
erics@cityofsherman.com

Due Date: Pending Chassis
 Salesman: Dale P. Dale@pipehunter.com
 Stock #:
 PO # / Date:

Part Number	Description	Quantity	Price	Total
WATER TANK				
	1000 Gallon High-Density Polyethylene 25995 GVW	1	Std.	Std.
9000-0103P	Single Filler Assembly	1	Std.	Std.
9000-0106	25' Fill Hose w Storage Rack	1	Std.	Std.
9000-0092	Dual Filler Assembly	1	\$ 310.00	\$ 310.00
3013-0010	Hydrant Fill Strainer	2	\$ 225.00	\$ 450.00
9000-0118	2" Aux. Drain Valve- Street Side Rear	1	\$ 250.00	\$ 250.00
BAFFLEBALL	Baffle Balls	1	\$ 1,200.00	\$ 1,200.00
9000-0032P	Main Tank Water Sight Guage(1)Std Front & Rear	2	\$ 175.00	\$ 175.00
WATER PUMP				
9000-0079	3,000 PSI @ 40 GPM Giant Water Pump		Std.	Std.
	3,000 PSI @ 50 GPM Giant Water Pump	1	\$ 5,000.00	\$ 5,000.00
9000-0059	Air Purge	1	\$ 185.00	\$ 185.00
9000-0058	Winter recirculation Water Pump Running During Transport	1	\$ 595.00	\$ 595.00
	Pet Cocke Drain For Water Pump	1	\$ 295.00	\$ 295.00
9000-0040	Washdown System-43H with gun and 25ft hose	1	Std.	Std.
9000-0061	Multi-Flow Valve	1	\$ 295.00	\$ 295.00
9000-0026	25' Retractable Hand Gun Reel w 25' x 1/2" hose	1	\$ 1,450.00	\$ 1,450.00
PUMP DRIVE				
	PTO Hotshift- Below Frame Pump Mount Direct PTO	1	Std.	Std.
	Safety Lanyard (1) Emergency Kill	1	Std.	Std.
	Fuel Tank Chassis	1	Std.	Std.
9000-0064	Electric Throttle Upgrade	1	Std.	Std.
	Tachometer Single Engine Drive (Chassis Engine)	1	Std.	Std.
HOSE REEL				
Single Jet Hose Reel Front Mount				
	800' 3/4" x 600 1" Jet Hose Reel	1	\$ 11,500.00	\$ 11,500.00
Articulating Reel Option				
	Articulating Reel Option Hydraulic Powered Articulation Worm Gear	1	\$ 4,200.00	\$ 4,200.00
Hose Reel Accessories				
	Reel Speed Control	1	Std.	Std.
	Standard Level Wind 3/4"		Std.	Std.
	Double Roller Levelwind 45 Degree 3/4"	1	\$ 295.00	\$ 295.00
9000-0006	Manual Footage Counter 3/4"	1	\$ 712.00	\$ 712.00
HOSE OPTIONS (per foot) Minimum 400 foot jet hose with 10 foot leader- 400, 600,800 increments				
3009-4522	Leader hose 3/4"-per foot	10	\$ 13.00	\$ 130.00
4625-12-XXX	3/4" Jet Hose per foot Piranha Only	600	\$ 4.15	\$ 2,490.00
3007-7000	Tiger Tail(1)Std 3"	1	\$ 55.00	
NOZZLE OPTIONS- Std. Hose Reel Nozzles				
7600-0083	Nozzle Rack(1)	1	\$ 75.00	\$ -
3007-4153403000	15 Degree Nozzle(1)	1	\$ 49.50	\$ -
3007-4152-40300	30 Degree Nozzle(1)	1	\$ 49.50	\$ -
3007-9100	Nozzle Skid Assy 6"(1)	1	\$ 34.00	\$ -
	RED DAWG 10 Jet Grenade Nozzle		\$ 485.00	\$ -
	RED DAWG Rotator Rear Jets		\$ 605.00	\$ -
	MUD DAWG Floor Cleaner		\$ 725.00	\$ -
	RED DAWG Large Chisel Nozzle		\$ 490.00	\$ -
			\$ -	\$ -
			\$ -	\$ -
ELECTRICAL OPTIONS				
9000-0021	Arrowstick w Control Box & Mounting Bracket LED	1	\$ 1,300.00	\$ 1,300.00
	Qty (4) Light - Strobes Flat one each corner of truck Blue & Amber	1	\$ 1,250.00	\$ 1,250.00
9000-0022	Light - Strobe Light w/Limb Guard	1	\$ 325.00	\$ 325.00
	Light - Low Water Warning Light	1	\$ 205.00	\$ 205.00
9000-0023	Light - Panel Light	1	\$ 80.00	\$ 80.00
9000-0024	Light - Work Light-(Control panel) LED	1	\$ 200.00	\$ 200.00
9000-0024	Light - Work Light (Arrowstick DS) LED	1	\$ 200.00	\$ 200.00
9000-0024	Light - Work Light (Arrowstick PS) LED	1	\$ 200.00	\$ 200.00
9000-0010	12 volt power outlet on Control Panel	1	\$ 80.00	\$ 80.00
TOOL BOX OPTIONS				
	Tool Tray, Above Frame - Aluminum 14" x 14" x 60" 1 STD	1	\$880.00	\$ 880.00
	Tool Tray, Above Frame - Aluminum 3500 Gallon Only 1 STD	1	\$880.00	\$ -

PipeHunter, Inc.

1617 Garden Road, Pearland, TX 77581
www.pipehunter.com - 800.373.1318

Part Number	Description	Quantity	Price	Total
	Locking, Below Frame - Aluminum 24" x 24" x 30"	2	\$720.00	\$ 1,440.00
	Rubber Dry Decking - Each	4	\$150.00	\$ 600.00
ACCESSORIES				
3007-8001	Hydrant Wrench	1	\$ 25.00	\$ 25.00
3008-0511	Manhole Hook	1	\$ 35.00	\$ 35.00
8401-1401	Manhole - Upper Roller Aluminum	1	\$ 250.00	\$ 250.00
7600-0278	Traffic Cone Rack - Deck Mount	1	\$ 125.00	\$ 125.00
9000-0095	Side Ladder w Handles- DS	1	\$ 358.00	\$ 358.00
9000-0095	Side Ladder w Handles- PS Front	1	\$ 358.00	\$ 358.00
	Remote Ceteral Lube System	1	\$ 2,800.00	\$ 2,800.00
MANUALS				
3023-0002	PipeHunter Operator's Manual CD	1	Std.	Std.
FRAME				
	6" Frame	1	Std.	Std.
	DOT LIGHTING PACKAGE	1	Std.	Std.
	Chassis fuel tank tie in Or 15 Gallon Aux Tank	1	Std.	Std.
	Back up camera (Rear) IN Cab Monitor	1	\$ 1,800.00	\$ 1,800.00
LINER OPTION				
	PipeHunter Speed Liner Frame & Reel	1	Std.	Std.

Color: **T.B.D.**

9000-0132(001) ~ 9000-0040(200) ~ 9000-0053(250) ~ 9000-0077(450)
9000-0052(600)

Quoted By: Todd B Bolin 12-09-19

Total Options: \$ 42,043.00
Base Price: \$ 65,000.00
Sub Total: \$ 107,043.00
ATD Total: \$ 6,422.58
Subtotal: \$ 100,620.42

Extra H-GAC Discount Applied 6.00%

FRAME & CHASSIS OPTION

Single Axle	Freightliner M2 26000 GVWR, 97" CA Auto Trans 3000 Series 300 HP	\$ 85,000.00	\$ -
Single Axle	Freightliner 108 SD 26,000 GVWR, Auto Trans 3000 Series 350 HP	\$ 107,000.00	\$ -
Single Axle	Peterbilt 337 26000 GVWR, 113" CA Auto Trans 3000 Series 300 HP	\$ 92,000.00	\$ 92,000.00
	Labor - Mounting Fee	\$ 1,000.00	\$ 1,000.00

Sales Tax %

Sales Tax: \$ -

Miles @ \$2.50

Freight: \$ 750.00

Ship Method: Delivery & Traquing Included

Total: \$ 194,370.42

Notes:

TAX LIC F.E.T NOT INCLUDED

Signing this quote confirms that you have verified the specifications and agree with the final costs. Any specification changes made after verification may alter costs. It is the dealer/customer's responsibility to ensure that the equipment ordered meets specifications and/or quotations.

Municipal Payment Terms: 30/n

Contractor (Private) Payment Terms: Due upon acceptance of unit

Signature: _____

Date: _____



Municipality and Contractor-Duty Rated Equipment



Sewer Cleaning Equipment

www.pipehunter.com



Medium-Duty Setup [Below 26,000 GVWR]



Heavy-Duty Setup [26,000 GVWR & Up]

Capacities from 500 to 4000 Gallons
Structural Steel Frame with Liner Coating
Application Specific Hydraulic Hose Reel Design
Diesel-Power Auxiliary Engine
Giant Triplex Water Pump
"Tank" 90 Deg. Swivel Union
Aluminum Fuel and Hydraulic Tanks



Trailer Mini-Combo



Truck-Mounted Mini-Combo

- Giant Triplex Water Pump
- Rolled Aluminum Water Tanks
- Articulating & Extendable Boom
- Auxiliary Diesel Engine or Chassis-Powered Platform
- Hydraulic Articulating Hose Reel
- Rear or Front-Mounted Reel Location

PIPEHUNTER

Tandem Axle Trailer Jetter



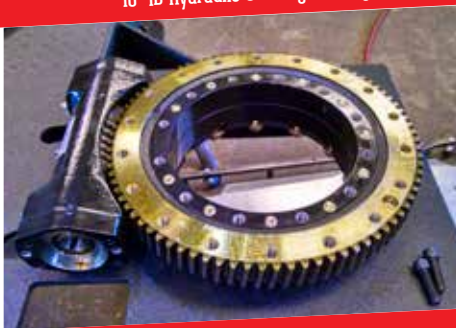
Unit Features

- One Piece Roto-Molded 700 Gallon Water Tank
- Structural Steel Frame with Liner Coating
- Application Specific Hydraulic Hose Reel Design
- Diesel-Power Auxiliary Engine
- Giant Triplex Water Pump
- "Tank" 90 Deg. Swivel Union
- Tandem Torsion Axles
- Aluminum Fuel and Hydraulic Tanks

Easy Swap Main Ball Valve



10" ID Hydraulic Slewing Bearing



PipeHunter Tank Swivel



www.pipehunter.com

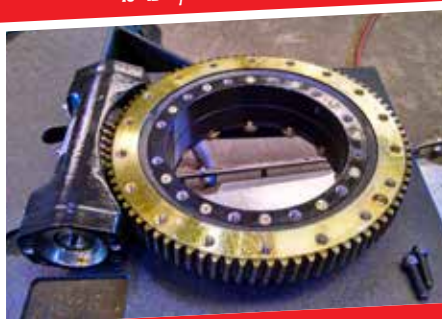


Unit Features

- One Piece Roto-Molded 300 or 400 Gallon Water Tank
- Structural Steel Frame with Liner Coating
- Application Specific Hydraulic Hose Reel Design
- Shrouded Diesel or Gas Power Auxiliary Engine
- Giant Triplex Water Pump
- "Tank" 90 Deg. Swivel Union
- Torsion Axle
- Drawbar Toolbox Storage
- Aluminum Fuel and Hydraulic Tanks



Easy Swap Main Ball Valve



10" ID Hydraulic Slewing Bearing



PipeHunter Tank Swivel

PIPEHUNTER

Jet Eye Camera System

Features

Self-Contained Monitor Box

Bonded Jet Hose Assembly

Skate Assembly Ready for Transport



This is Jet Eye TM, the only single conductor jet camera system on the market. This system allows for lighting-quick evaluations of problematic sanitary lines [250ft/min+]. Also, our system lets operators clean as a bi-product of the evaluation process. Our bonded hose assembly lets operators go much faster by not messing with separate reels that bolt-on. Jet Eye is simply the fastest and most productive jet camera system in use today.

See more online pipehunter.com/jeteye

www.pipehunter.com

PIPEHUNTER

Articulating SideKick



The only Articulating Easement Unit on the Market Today



www.pipehunter.com



Engineered Truck/Trailer Frames

Our frames are the toughest in the industry. We have continued to improve the design over the last 30 years.



Custom Hose Reel Assemblies

We make our own hose reel assemblies here in Pearland, TX. This ensures that you get the best made reel with features that last.



Toolboxes for your application

Our custom toolbox configurations let you guarantee that this truck will work harder for your operators. Trays or Tool boxes let this be the truck you need it to be.



Giant Pump-Powered Water Systems

Giant industrial pumps, designed and manufactured in Germany for the absolute longest-lasting component out there.



PipeHunter Urethane Coating

We paint our frames and major assemblies with a urethane elastomeric coating. This ultra-thick layer provides excellent wear and abrasion resistance.

HOUSTON-GALVESTON AREA COUNCIL
INTERLOCAL AGREEMENT

ILA
NUMBER:

91-15399-6

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Interlocal Cooperation Act (Article 4413(j)(2)(c) 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 1555 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, 1991 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, 1990 and ends 10/31/91, 1991. 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 ERIAN
Local Government
BY [Signature]
TAMMAGE M. BUE
CITY MANAGER
DATE 3/18/91
Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL
BY [Signature] Date 3/27/91
Manager of Cooperative Purchasing
BY [Signature] Date 3/31/91
Jack Steele
Executive Director
March 28, 1991



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 1.

Meeting Date: 06/01/2020

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

REQUEST TO ADVERTISE

Construction of East Park Avenue Roadway Extension

Issue:

Requesting permission to advertise for bids for the construction of the East Park Avenue Roadway Extension

Background:

In Summer of 2015, extreme weather caused the saturation and collapse of a portion of East Lake Avenue. The 2009 Comprehensive Master Plan calls for extending East Park Avenue to tie into East Lake Avenue at a point east of the collapsed portion. Completing this connection would allow the failed portion of East Lake Avenue to be abandoned in place. The new connecting street will be a two-lane concrete road.

Origination:

Engineering Department

Financial Consideration:

This project will cost approximately \$1.1 million and is funded through the Capital Improvement Program. The cost of advertising is expected to be less than \$300.00.

Staff Recommendation:

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

Alternatives:

As may be directed by the City Council

Attachments

Aerial Location Map

East Park Avenue Extension



Google Earth

© 2020 Google

2000 ft



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 2.

Meeting Date: 06/01/2020

Prepared By: Shawn Hackworth, IT Manager

Approved By: Robby Hefton, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Proposals for a Generator and Uninterrupted Power Supply (UPS) at the Sherman Municipal Building

Issue:

Requesting permission to advertise for proposals for the purchase and installation of a generator, as well as installation and wiring of City-provided UPS, at the Sherman Municipal Building

Background:

Servers and network infrastructure at the Municipal Building need uninterrupted power to avoid service disruptions due to power outages. A 12KW UPS has already been purchased but needs to be installed and wired. A generator has not yet been purchased. The purchase and installation of the generator is needed to support extended power outages. The two projects have been combined to reduce installation expense since the wiring will be interconnected.

Origination:

Information Technology Department

Financial Consideration:

Funding is available in the Fiscal Year 2019-2020 Information Technology Budget; cost of advertising is expected to be approximately \$200.00.

Staff Recommendation:

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

Alternatives:

As may be directed by the City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 1.

Meeting Date: 06/01/2020

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

CHANGE ORDER NO. 2

West Travis Street Phase II & III Project; Lynn Vessels Construction, LLC.; \$445,000.85 Increase

Issue:

To consider the approval of Change Order No. 2 with Lynn Vessels Construction, LLC for the West Travis Street Phase II & III Project

Background:

Change Order No. 2 will adjust the project quantities for the West Travis Street Phase II & III Project to include the work necessary to construct the Steeple Chase Drive Extension, an extension of 710.13 feet. This project will provide an additional access point to the new high school by the time the high school opens this fall.

Origination:

Engineering Department

Financial Consideration:

The change order results in a \$445,000.85 increase in the contract amount, yielding a contract price of \$5,427,097.89.

Staff Recommendation:

It is recommended the Change Order No. 2 for the West Travis Street Phase II & III Project be approved.

Alternatives:

As may be directed by the City Council

Attachments

Change Order No. 2

Aerial Location Map

Change Order

No. 2 (Two)

Date of Issuance: May 18, 2020

Project: West Travis Street Phase II & III	Project No.: PW #3006-E Bid No.: 2019-14
Owner: City of Sherman	Date of Contract: 06/17/2019
Contractor: Lynn Vessels Construction, LLC	

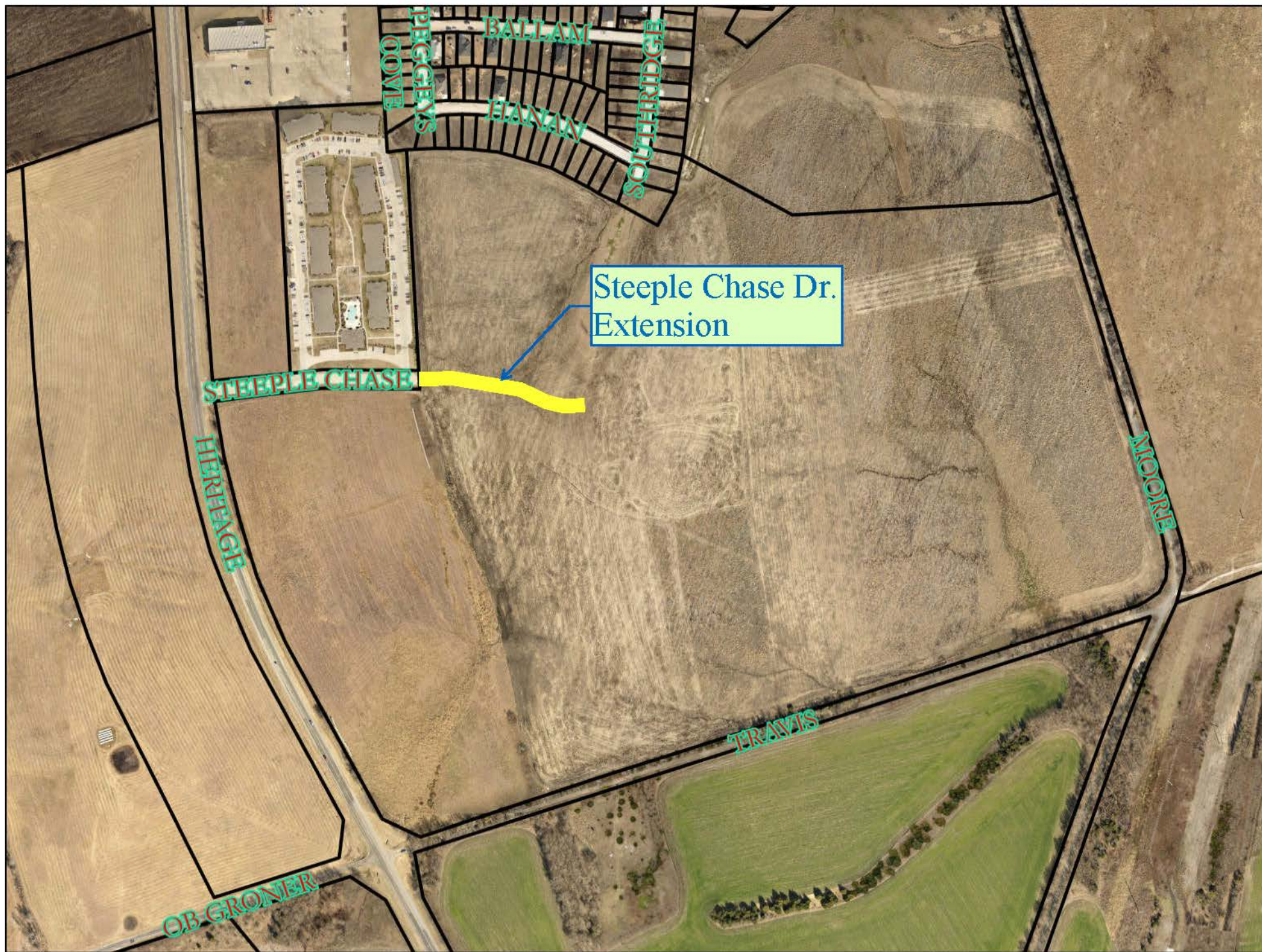
The Contract Documents are modified as follows upon execution of this Change Order:

Item	Description	Change Order #2		Unit Price	Total Price
CO2-1	Mobilization	1	LS	\$44,500.00	\$44,500.00
CO2-2	Erosion Control (Extent of Project)	1	LS	\$18,500.00	\$18,500.00
CO2-3	Field Control (Construction Staking)	1	LS	\$23,969.00	\$23,969.00
CO2-10	Lime Stabilization	3,136	SY	\$2.46	\$7,714.56
CO2-11	Lime (at estimated 36#/SY)	57	TN	\$184.80	\$10,533.60
CO2-12	Hydromulch disturbed ground	48,540	SF	\$0.17	\$8,251.80
CO2-16	Type III Barricades	3	EA	\$4,730.00	\$14,190.00
CO2-18	8" Type "I" White Solid 90 mil Thermoplastic	154	LF	\$3.41	\$525.14
CO2-36	24" Class III RCP	246	LF	\$68.24	\$16,787.04
CO2-37	18" Class III RCP	90	LF	\$52.36	\$4,712.40
CO2-41	10' Curb Inlet	4	EA	\$3,570.56	\$14,282.24
CO2-44	Trench Safety	463	LF	\$1.12	\$518.56
CO2-56	Grade Swale	440	LF	\$5.60	\$2,464.00
CO2-58	12" C-900 DR-18 PVC Water Line	722	LF	\$30.71	\$22,172.62
CO2-59	Fire Hydrant	2	EA	\$3,435.44	\$6,870.88
CO2-60	6" Gate Valve with Box & Pad	2	EA	\$823.60	\$1,647.20
CO2-61	12" Gate Valve with Box and Pad	3	EA	\$2,291.39	\$6,874.17
CO2-62	Connect to existing water line	1	EA	\$847.09	\$847.09
CO2-63	Concrete Thrust Blocking	0.9	CY	\$129.92	\$116.93
CO2-64	Ductile Iron Fittings (with restraints)	0.58	TN	\$6,363.17	\$3,690.64
CO2-65	Water Line Testing	1	LS	\$3,360.00	\$3,360.00
CO2-66	Trench Safety	744	LF	\$0.56	\$416.64
CO2-69	Barrier Free Ramps	7	EA	\$1,413.50	\$9,894.50
CO2-72	Excavation of Unsuitable Material	3125	CY	\$5.48	\$17,125.00
CO2-73	Embankment Fill	360	CY	\$4.06	\$1,461.60
CO2-77	7" 4,000 PSI Concrete w/#3 @ 18" C-C EW	2,976	SY	\$53.06	\$157,906.56
CO2-78	6" integral curb (hand)	1,398	LF	\$4.58	\$6,402.84
CO2-79	RPM TY II B-B	2	EA	\$25.00	\$50.00
CO2-80	30" Class III RCP	127	LF	\$125.00	\$15,875.00
CO2-81	2' X 2' Wye Inlet	1	EA	\$3,700.00	\$3,700.00
CO2-82	30" Headwall, Sloped end	1	EA	\$3,500.00	\$3,500.00
CO2-83	8" C-900 DR-18 PVC Water Line	22	LF	\$40.00	\$880.00
CO2-84	8" Gate Valve with Box and Pad	1	EA	\$1,550.00	\$1,550.00
CO2-85	4' wide 3,000 psi Concrete Sidewalk	564	LF	\$24.31	\$13,710.84
Total					\$445,000.85

Justification:

Change Order No. 2 will adjust the project quantities for the West Travis Street Phase II & III Project to include the work necessary to construct the Steeple Chase Drive Extension, an extension of 710.13 feet. This project will provide an additional access point to the new high school by the time the high school opens this fall.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:	
Original Contract Price: \$ 4,772,874.94	Original Contract Times: Substantial completion days: 365 Substantial completion date: August 5, 2019	
Increase from previously approved Change Orders No. 0 to No. 1: \$209,222.10	Increase from previously approved Change Orders No. 0 to No. 0 : Substantial completion days: 0 Substantial completion date: August 5, 2019	
Contract Price prior to this Change Order: \$ 4,982,097.04	Contract Times prior to this Change Order: Substantial completion days: 365 Substantial completion date: August 5, 2019	
Increase of this Change Order: \$ 445,000.85	Increase of this Change Order: Substantial completion days: 90 Substantial completion date: November 2, 2020	
Contract Price incorporating this Change Order: \$ 5,427,097.89	Contract Times with all approved Change Orders: Substantial completion days: 455 Substantial completion date: November 2, 2020	
RECOMMENDED: By: <u>[Signature]</u> Engineer (Authorized Signature) Date: <u>21 May 2020</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized Signature) Date: <u>5-18-2020</u>



Steeple Chase Dr.
Extension



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 1.

Meeting Date: 06/01/2020

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Update from Assistant City Manager Clint Philpott, P.E. on the City's Solid Waste Recycling Program

Issue:

Provide update on the City's Solid Waste Recycling Program

Background:

In 2018, staff provided an update to the City Council about the recycling program due to the changing recycling market conditions. This discussion changed the curbside recycling program and required residents to opt-in if they wanted to continue to use the recycling curbside pick-up. Staff also started an educational program to help customers understand the specific items that can be recycled and those that contaminate the stream.

With the new program in place for nearly two years, we wanted to provide another update about the ongoing contamination and current recycling market conditions. Most of our curbside recycle loads are still being rejected by Waste Connections because they do not meet the required low contamination rates. This costs the City excessive loading fees and ultimately the loads end up in a landfill. Staff will provide recommended changes to help improve the cost effectiveness of the recycling program and the suspension of the curbside program.

Origination:

City Manager Robby Hefton

Financial Consideration:

Annual net curbside recycling program cost is about \$250,000. The expected 2021 Budget savings is about \$600,000 due to equipment purchases and program operating costs.

Staff Recommendation:

Staff recommends Council approval to indefinitely suspend the curbside recycling program.

Alternatives:

Council could not approve the suspension of the curbside recycling program.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 2.

Meeting Date: 06/01/2020

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Financial Update and Fiscal Year 2020-2021 Budget Outlook from City Manager Robby Hefton and Finance Director Mary Lawrence

Issue:

To provide the City Council with a financial update on the current fiscal year's budget and a financial outlook for the upcoming fiscal year's budget

Background:

The annual financial update, typically held in April of each year, was postponed this year because of the COVID-19 public health emergency. This financial update includes results from Fiscal Year 2019, projected results for Fiscal Year 2020, and an update on General and Utility projects. This is also an opportunity for the City Council to give direction for the development of the Fiscal Year 2021 budget.

Origination:

Robby Hefton, City Manager

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

There will be no action required of the Council for this presentation.

Alternatives:

As directed by the City Council



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 3.

Meeting Date: 06/01/2020

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Changing the Location of the City Council's Budget Workshop called for June 25-26, 2020

Issue:

Changing the location for this year's Budget Workshop

Background:

At the February 17, 2020 meeting, the City Council approved the budget calendar for the 2020-2021 fiscal year. They also approved the City Council Chambers as the location for the Budget Planning Meeting and the Budget Workshop.

The Mayor and City Manager would like to move the location of this year's Budget Workshop from the City Council Chambers to Schulman's Movie Bowl Grille located at 110 East F.M. 1417 and U.S. Highway 75 in Sherman.

Origination:

Mayor David Plyler
City Manager Robby Hefton

Financial Consideration:

None

Staff Recommendation:

The staff recommends that the Council, **by motion and order**, approve the relocation of this year's Budget Workshop to Schulman's Movie Bowl Grille.

Alternatives:

The City Council could decide to leave the City Council Chambers as the site for the Budget Workshop or select another location.

Attachments

Approved Budget Calendar FY 2020-2021

APPROVED BUDGET CALENDAR

FISCAL YEAR 2020-2021

Budget Planning Meeting with City Council and Financial Update (at regular City Council Meeting)	June 1, 2020
Budget Workshop*	June 25-26, 2020
Present Draft Budget to Council Tax Rates Submitted to Council for Consideration	August 3, 2020
Public Hearing and Final Action on Budget Ordinance	August 17, 2020
Public Hearing and Final Action on Tax Rate Ordinance	August 17, 2020

Notes:

Meeting times to be confirmed after the Budget Calendar is approved.

It is recommended that the Budget Planning Meeting be held in the City Council Chambers.

* This is expected to be a one-day Workshop; but an additional day is scheduled as a placeholder in case more time is needed.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 06/01/2020

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2020 Council Calendar

2020

JANUARY						
S	M	T	W	T	F	S
			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						
S	M	T	W	T	F	S
						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

MARCH						
S	M	T	W	T	F	S
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						
S	M	T	W	T	F	S
			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						
S	M	T	W	T	F	S
					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						
S	M	T	W	T	F	S
	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				

JULY						
S	M	T	W	T	F	S
			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						
S	M	T	W	T	F	S
						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						
S	M	T	W	T	F	S
		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						
S	M	T	W	T	F	S
				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						
S	M	T	W	T	F	S
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						
S	M	T	W	T	F	S
		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		

1/20/2020	Martin Luther King, Jr. Day/Called City Council Meeting on 1/21/2020
2/12/2020	Called Council Meeting - Training Session for Council Members
3/30/2020	Called Council Meeting - Intro and PH of Ordinance No. 6288, Extending Declaration of Public Health Disaster Indefinitely and Other Matters related to COVID-19
4/6/2020	City Council Meeting - Cancelled
6/25/2020	Called Budget Workshop in the Council Chambers - Rescheduled for 06/25/2020
6/26/2020	Called Budget Workshop in the Council Chambers - Rescheduled for 06/26/2020
9/7/2020	Labor Day/Called City Council Meeting on 9/8/2020

[illegible]