CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
SHERMAN MUNICIPAL BALLROOM
405 NORTH RUSK STREET
SHERMAN, TEXAS
MONDAY, MARCH 1, 2021
5:00 P.M.

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

A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER SANDRA MELTON

A. 3. INVOCATION BY COUNCIL MEMBER SANDRA MELTON

A. 4. APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING OF JANUARY 19, 2021 AND THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 1, 2021

Citizen Comments

B. 1. CITIZEN COMMENTS

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

Public Hearing

C. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6361

Closing and Abandoning a Portion of the platted alley west of Lots 1 & 2, Block 3, Luckett Park Addition (Tract One) and a portion of the platted alley west of Lots 1-3, Block 4, Mildred Heights Addition (Tract Two) in the City of Sherman, Grayson County, Texas, as being shown In Volume 292, Page 52 and Volume 191, Page 1, Deed Records, Grayson County, Texas, and being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes; Conveying the Interest in said Alleys to the Surrounding Property Owner, Boys and Girls Club of Sherman, Inc.

C. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6362

Closing and Abandoning the Platted Right of Way Identified as "Lila Street" in Sherman, Grayson County, Texas, as Shown in Volume 3, Page 63, Plat Records, Grayson County, Texas, Being More Particularly Described and Depicted in the Exhibit "A" Attached Hereto and Made a Part Hereof for all Purposes

C. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6363

Adopting a Revised Official Zoning Map

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

C. 4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6364**
Establishing Maximum, Reasonable and Prudent Rates of Speed on Certain Portions of the U.S. Highway 82 Frontage Roads in the Corporate Limits of Sherman, Grayson County, Texas; Fixing Penalties for Violation Thereof; Declaring an Emergency

Close Public Hearing and Consider Adoption of Ordinances

C. 5. **ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Numbers 6361, 6362, 6363 & 6364.

Resolutions

D. 1. **RESOLUTION NO. 6701**
Authorizing the Purchase of a New 40 cubic yard Frontier Front Loader Body from Bridgeport Manufacturing for the Solid Waste Department through Houston-Galveston Area Council of Governments (H-GAC).

D. 2. **RESOLUTION NO. 6702**
Authorizing the Purchase of a New 2021 Autocar Xpeditor ACX64 Suitable for Use as a Commercial Front End Loader from Chastang Enterprises for the Solid Waste Department through the Texas Local Government Purchasing Cooperative (BuyBoard).

D. 3. **RESOLUTION NO. 6703**
Authorizing Submission of an Application for a Grant Awarded under the U.S. Department of Homeland Security - Federal Emergency Management Agency (FEMA) to Fund the Purchase of Technical Rescue equipment including, but not limited to, High Angle, Swift Water, Confined Space, Trench Rescue, etc. for the City of Sherman Fire Department; Designating the City Manager as the Authorized Official to Accept, Reject, Alter or Terminate the Grant on Behalf of the City

D. 4. **RESOLUTION NO. 6704**
Approving and Authorizing Publication of Notice of Intention to Issue Certificates of Obligation

D. 5. **RESOLUTION NO. 6705**
Authorizing Execution of a Development Agreement with Young Enterprises, L.P. for the Construction of Public Facilities in Cottages at Magnolia Village, a 6.166-acre Development East of Hilre Drive and North of North Creek Drive in the City of Sherman

D. 6. **RESOLUTION NO. 6706**
Awarding a Bid to and Authorizing Execution of a Contract with Weisinger Incorporated based on an Invitation to Bid, for the Luella 3 Trinity Well Repair

D. 7. **RESOLUTION NO. 6707**
Authorizing Execution of a Professional Services Agreement with Freese and Nichols, Inc. for Engineering Services for a Wastewater Master Plan

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

D. 8. **RESOLUTION NO. 6708**
Authorizing Execution of a Professional Services Agreement with Freese and Nichols, Inc. for Engineering Services for a Water Master Plan

D. 9. **RESOLUTION NO. 6709**
Authorizing Execution of a Professional Services Agreement with Burgess & Niple, Inc. for the Downtown Sanitary Sewer Evaluation Survey

D. 10. **RESOLUTION NO. 6710**
In Support of the Application of 1201 E Pecan North Real Estate, LLC, to the Texas Commission on Environmental Quality for a Municipal Setting Designation at 1201 E Pecan St., Sherman, Grayson County, Texas

Requests to Advertise

E. 1. **REQUEST TO ADVERTISE**
Legacy South Surface Water Line Phase I Project

E. 2. **REQUEST TO ADVERTISE**
North Travis Street & US 75 Crossing Water Lines Project

E. 3. **REQUEST TO ADVERTISE**
Northwest Sewer and Force Main Improvements and Northwest Sewer Lift Station Project

Other Business

F. 1. **OTHER BUSINESS**
Discuss and Consider Approval of the Budget Calendar for Fiscal Year (FY) 2021-2022

F. 2. **OTHER BUSINESS**
Presentation to Provide an Update on the Recovery Efforts from the February 2021 Winter Storm Outages

G. **MEDIA QUESTIONS**

Consider Board/Commission Appointments

H. 1. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Historical Preservation Board (5)

I. **COUNCIL COMMENTS**

Executive Session

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

EXECUTIVE SESSION

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

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

The Council reconvenes into General Session

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 February 26, 2021 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 26th day of February, 2021.
City of Sherman, Texas

_____
City Clerk

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

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

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

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

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

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

Mayor	Deputy Mayor	Council Members	
David Plyler	Daron Holland	Willie Steele, Council-At-Large, PL #1	Josh Stevenson, Council – District #2
		Sandra Melton, Council-At-Large, PL #2	Pamela L. Howeth, Council – District #3
		Shawn C. Teamann, Council – District #1	Daron Holland, Council – District #4

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

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 03/01/2021

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE CALLED CITY COUNCIL MEETING OF JANUARY 19, 2021 AND THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 1, 2021

Issue:

Attachments

January 19, 2021
Heritage Ranch Planned Development
Johnson Controls Energy Savings
Police HQ Concept Plan
Debt Financing
February 1, 2021
Debt Financing - Part 2

STATE OF TEXAS §

January 19, 2021

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Called Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Sherman Municipal Ballroom on January 19, 2021.

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

MEMBERS ABSENT: **NONE.**

CALL TO ORDER — **CALL TO ORDER**

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

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

There were no citizen's comments.

CONSENT AGENDA — **CONSENT AGENDA**

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

Mayor Plyler introduced Ordinance No. 6352 and called for a public hearing: — **ORD 6352 ANNEXATION HERITAGE RANCH EAST**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX AN AREA OF LAND CONSISTING OF APPROXIMATELY 57.88 ACRES GENERALLY LOCATED NORTH OF U.S. HIGHWAY 82, EAST OF PLAINVIEW ROAD AND WEST OF F.M. 131, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION, ON APPLICATION OF THE LANDOWNER; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE SUBJECT AREA OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF THE CITY OF SHERMAN AND SHALL BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREINAFTER ADOPTED; AUTHORIZING EXECUTION OF THE ANNEXATION SERVICE PLAN AGREEMENT; PROVIDING FOR A PENALTY FOR A VIOLATION OF THIS ORDINANCE AND SHERMAN'S GENERAL ZONING ORDINANCE, ORDINANCE NO. 2280; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

Clint Philpott, Assistant City Manager, at the last Council Meeting, the annexation schedule was set for two parcels of land that are within a larger development.

This first parcel is about 58 acres and is located north of Hwy 82, between Plainview Road and North Travis Street. The property owner requested annexation and the service plan agreement. Adoption of this ordinance will be the final action for annexation of this property.

No citizens appeared before the City Council to discuss Ordinance No. 6352.

Mayor Plyler introduced Ordinance No. 6353 and called for a public hearing:

ORD 6353 ANNEXATION HERITAGE RANCH WEST

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX AN AREA OF LAND CONSISTING OF APPROXIMATELY 136.94 ACRES GENERALLY LOCATED NORTH OF U.S. HIGHWAY 82, EAST OF F.M. 1417 AND WEST OF PLAINVIEW ROAD, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION, ON APPLICATION OF THE LANDOWNER; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE SUBJECT AREA OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF THE CITY OF SHERMAN AND SHALL BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREINAFTER ADOPTED; AUTHORIZING EXECUTION OF THE ANNEXATION SERVICE PLAN AGREEMENT; PROVIDING FOR A PENALTY FOR A VIOLATION OF THIS ORDINANCE AND SHERMAN'S GENERAL ZONING ORDINANCE, ORDINANCE NO. 2280; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

Mr. Philpott said this is the second parcel of the larger development and consists of approximately 137 acres, and is located north of Hwy 82, and between Plainview Road and FM 1417.

The property owner requested annexation and the service plan agreement. Adoption of this ordinance will be the final action for annexation of this property.

No citizens appeared before the City Council to discuss Ordinance No. 6353.

Mayor Plyler introduced Ordinance No. 6354 and called for a public hearing:

ORD 6354 ZONE CHANGE PLANNED DEVELOPMENT DISTRICT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 6.11, SUBSECTION (5)(A), AND SECTION 12, ORDINANCE NO. 2280, SO AS TO REZONE PROPERTY GENERALLY LOCATED IN THE 3500-4500 BLOCKS OF NORTH F.M. 1417 (HERITAGE PARKWAY) AND THE 600-1900 BLOCKS OF WEST U.S. HIGHWAY 82, BEING APPROXIMATELY 439 ACRES IN THE JOHN JENNINGS SURVEY, ABSTRACT NO. 647, AND THE URIAH BURNS SURVEY, ABSTRACT NO. 121, AS A PLANNED

DEVELOPMENT DISTRICT SUBJECT TO THIS ORDINANCE AND ORDINANCE NO. 2280 (TPJ PROPERTIES LTD AND HERITAGE RANCH LAND HOLDINGS, LTD, OWNERS; RYAN JOHNSON, REPRESENTATIVE; COVENANT DEVELOPMENT, DEVELOPER; NORRIS DESIGN, PLANNER/LANDSCAPE ARCHITECT; JHP, ARCHITECT; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING THAT THE PROPERTY IS REZONED AND PLACED IN THE ZONING CLASSIFICATION OF PLANNED DEVELOPMENT; DESCRIBING THE PROPERTY TO BE REZONED; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Rob Rae, Director of Development Services, said this item is for a zone change from R-A, R-1, and C-1 Districts to a Planned Development District, known as Heritage Ranch.

The City staff and consultants, Halff Associates have reviewed the proposed Heritage Ranch Development and comments about the project were addressed by the developer, prior to the last Planning and Zoning Commission Meeting. The Planning and Zoning Commission recommended approval of this Planned Development.

<u>Ryan Johnson, 5523 W. Houston</u>
Mr. Johnson appeared representing Covenant Development. He said they have worked with City staff over the past year, and more recently, with Halff Associates, on the Heritage Ranch Planned Development.

He said this planned development is very similar to other planned developments that the City has considered, in that it mixes residential and commercial development.

The development is about 440 acres and is a mixed-use, lifestyle community. It is a balanced community and includes a residential region, a commercial/retail region, an entertainment region, and a parks/open space region.

They've taken a thoughtful and strategic approach to this development, and want to emphasize the heritage of Sherman. Sherman has a rich history dating back to the 1800's, but it is a town that continues to grow, and they wanted to merge that history with the growth.

Mr. Johnson presented the conceptual plan, which includes 105 acres of commercial development, 112 acres of entertainment development, 138 acres of residential development, and 60 acres of park and open space development. He said there would be a good mix of areas for an integrated, balanced community.

Their goal for greenspace is for "walkability" and interconnectedness, with hiking and biking trails, to promote an active lifestyle.

He also presented a Transportation Master Plan for the development, with Plainview Road and the minor arterial road, moving traffic north-south through the development. There will also be some collector roads entering the development from FM 1417 and FM 131.

Mr. Johnson reiterated that the development would be an integrated, balanced community, and would be a showcase development for Sherman.

He said the residential region is currently under design and construction is planned to begin in the fourth quarter. Construction of the key infrastructure is also scheduled to begin during the fourth quarter of 2021. They are in active discussions with several commercial users that would serve as an anchor for Heritage Ranch.

No other citizens appeared before the City Council to discuss Ordinance No. 6354.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6352 — **ORD 6352 ANNEXATION HERITAGE RANCH EAST**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX AN AREA OF LAND CONSISTING OF APPROXIMATELY 57.88 ACRES GENERALLY LOCATED NORTH OF U.S. HIGHWAY 82, EAST OF PLAINVIEW ROAD AND WEST OF F.M. 131, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION, ON APPLICATION OF THE LANDOWNER; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE SUBJECT AREA OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF THE CITY OF SHERMAN AND SHALL BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREINAFTER ADOPTED; AUTHORIZING EXECUTION OF THE ANNEXATION SERVICE PLAN AGREEMENT; PROVIDING FOR A PENALTY FOR A VIOLATION OF THIS ORDINANCE AND SHERMAN'S GENERAL ZONING ORDINANCE, ORDINANCE NO. 2280; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

Ordinance 6353 — **ORD 6353 ANNEXATION HERITAGE RANCH WEST**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX AN AREA OF LAND CONSISTING OF APPROXIMATELY 136.94 ACRES GENERALLY LOCATED NORTH OF U.S. HIGHWAY 82, EAST OF F.M. 1417 AND WEST OF PLAINVIEW ROAD, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION, ON APPLICATION OF THE LANDOWNER; PROVIDING THAT THE OWNERS AND

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

Ordinance 6354

ORD 6354
ZONE CHANGE
PLANNED
DEVELOPMENT
DISTRICT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 6.11, SUBSECTION (5)(A), AND SECTION 12, ORDINANCE NO. 2280, SO AS TO REZONE PROPERTY GENERALLY LOCATED IN THE 3500-4500 BLOCKS OF NORTH F.M. 1417 (HERITAGE PARKWAY) AND THE 600-1900 BLOCKS OF WEST U.S. HIGHWAY 82, BEING APPROXIMATELY 439 ACRES IN THE JOHN JENNINGS SURVEY, ABSTRACT NO. 647, AND THE URIAH BURNS SURVEY, ABSTRACT NO. 121, AS A PLANNED DEVELOPMENT DISTRICT SUBJECT TO THIS ORDINANCE AND ORDINANCE NO. 2280 (TPJ PROPERTIES LTD AND HERITAGE RANCH LAND HOLDINGS, LTD, OWNERS; RYAN JOHNSON, REPRESENTATIVE; COVENANT DEVELOPMENT, DEVELOPER; NORRIS DESIGN, PLANNER/LANDSCAPE ARCHITECT; JHP, ARCHITECT; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING THAT THE PROPERTY IS REZONED AND PLACED IN THE ZONING CLASSIFICATION OF PLANNED DEVELOPMENT; DESCRIBING THE PROPERTY TO BE REZONED; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Ordinance Nos. 6352, 6353, and 6354, as presented. Second by Council Member Teamann.

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

RESOLUTION NO. 6693 – AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH WYLDEWOOD HOMES, LLC FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN WASHINGTON MEADOWS, PHASE I, A 15.983-ACRE DEVELOPMENT EAST OF HERITAGE PARKWAY (F.M. 1417) AND SOUTH OF WASHINGTON STREET IN THE CITY OF SHERMAN

RES 6693
DEVELOPMENT
AGREEMENT
WYLDEWOOD HOMES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH WYLDEWOOD HOMES,

LLC FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN WASHINGTON MEADOWS, PHASE I, A 15.983-ACRE DEVELOPMENT EAST OF HERITAGE PARKWAY (F.M. 1417) AND SOUTH OF WASHINGTON STREET IN THE CITY OF SHERMAN.

Wayne Lee, Director of Engineering, said this is an agreement with Wyldewood Homes for construction of Washington Meadows, Phase 1, consisting of almost 16 acres and 57 residential lots.

The developer will be constructing nearly 4,000 feet of streets, water, and sewer, and about 1,300 feet of storm sewer. All will be constructed to City standards and dedicated to the City.

ACTION TAKEN.

Motion by Council Member Melton to adopt Resolution No. 6693, as presented. Second by Council Member Stevenson.

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

RES 6694
DEVELOPMENT AGREEMENT
ASTORIA HOMES

RESOLUTION NO. 6694 – AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH ASTORIA HOMES, LLC FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN THE AUSTIN LANDING, PHASE IV, A 40.84-ACRE DEVELOPMENT WEST OF NORTH TRAVIS STREET AND SOUTH OF KREAGER ROAD IN THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH ASTORIA HOMES, LLC FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN AUSTIN LANDING, PHASE IV, A 40.84-ACRE DEVELOPMENT WEST OF NORTH TRAVIS STREET AND SOUTH OF KREAGER ROAD IN THE CITY OF SHERMAN.

Mr. Lee said this is a development agreement with Astoria Home for the construction of the fourth phase of Austin Landing Subdivision, consisting of about 41 acres and 135 residential lots.

The developer will be constructing about 5,700 feet of streets, water, sewer, and about 5,300 feet of storm sewer. All will be constructed to City standards and dedicated to the City.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Resolution No. 6694, as presented. Second by Council Member Howeth.

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

RES 6695 PROJECT DEVELOPMENT AGREEMENT WITH JOHNSON CONTROLS

RESOLUTION NO. 6695 – AUTHORIZING EXECUTION OF A PROJECT DEVELOPMENT AGREEMENT (PDA) WITH JOHNSON CONTROLS, INC. VIA TIPS #170103 FOR DEVELOPMENT OF AN ENERGY SAVINGS PERFORMANCE CONTRACT PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROJECT DEVELOPMENT AGREEMENT (PDA) WITH JOHNSON CONTROLS, INC. VIA TIPS #170103 FOR DEVELOPMENT OF AN ENERGY SAVINGS PERFORMANCE CONTRACT PROJECT.

Mary Lawrence, Director of Finance, said Johnson Controls approached the City last year about developing a program to provide the City with energy and operational savings under Local Government Code Chapter 302.

Under LGC 302, a City may enter into an energy savings performance contract that guarantees savings that will meet or exceed the City's obligations related to the project cost. Johnson Controls met with staff, and reviewed the City's facilities on a "30 foot level" and determined that a project such as this was feasible and the savings would be enough to pay the debt service.

She said this agenda item is for Johnson Controls to prepare a detailed project plan. However, it does not obligate the City to implement that project plan. The final plan would be brought back to the Council for approval.

If the City decides to move forward with the plan, the cost of the plan is included in the implementation cost. If the Council decides not to implement the plan, the City would need to pay for the cost of the plan.

Terrance Watts, 3021 W. Bent Drive, Irving, Texas

Mr. Watts is a Senior Account Executive with Johnson Controls, and said they are excited to work with the City of Sherman. He was impressed with the amount of growth that the community has seen, and wants to help Sherman update some infrastructure without placing the burden on taxpayers.

Rodrick Roach, 509 Corbin Drive, Mansfield, Texas

Mr. Roach is a Senior Account Executive with Johnson Controls. He said their company works to address the aging infrastructure in the City, with little or no impact to the budget.

They identify aged equipment and systems within the facilities, and look to upgrade those systems, with new equipment and new technology. That creates a new operational cost with budget predictability.

He said that Johnson Controls is a manufacturer of these types of systems, and the solution gives the City the power to choose the type of system they will purchase for their facility. The solution they will present will be a turnkey solution with

one contract. Essentially, Johnson Controls will be acting as the general contractor for the project, which allows the City not to have to deal with multiple vendors.

The solution will be a fixed-cost project, and Johnson Controls will carry all the risks and all the cost of any change orders, in addition to guaranteeing the savings. They will also have a "local presence" in Sherman, which will allow them to respond quickly.

Mr. Watts said, at a high level view, they have identified that there are potential vulnerabilities that could end up costing the City $1.5 to $2 million in critical needs. They were looking at utilities and the current operational spend, and were able to calculate, that by replacing the aging structure with new technology and new equipment, the City's utility expense could be reduced between $70,000 and $80,000 per year.

They also calculated operations and maintenance savings. Currently the City is spending $20,000 to $30,000 a year when the chiller breaks down. With new equipment, there will be less service calls.

By approving the contract tonight, it allows Johnson Controls to perform an audit and determine a fixed project cost, and will guarantee the savings by LGC Chapter 302. The City also has the opportunity to work with them on financing for the project.

He outlined the timeline for implementation of the project development process, which includes 30 to 45 days for partner selection; 90 to 120 days for the design and investment grade audit phase, 9 to 12 months for implementation, and the project would be guaranteed for 15 years, with an annual accountability report to the City.

Council Member Melton said Johnson Controls is a company that's going to come in and tell us what's wrong and what equipment needs to be replaced. She said it's their job to find things that may or may not need to be replaced, and it's their job to sell the City the equipment. She asked if they were going to replace things before they are broken.

Mr. Watts said the City is already spending money on the chiller. Each piece of equipment has an end of use life. The majority of the equipment has reached its end of life, which is about 15 to 18 years.

He explained that the equipment will need to be replaced at the end of its life. Under this program, the guarantee is that the savings will pay for the new equipment. Council Member Melton expressed concern about paying to replace equipment prior to it breaking. Mr. Watts said the City pays for an increase in utility costs and for aging infrastructure.

He said they are asking the Council to consider giving them the authority to move forward with the study. That would give

them additional information to calculate the actual utility costs and the actual savings.

Council Member Melton asked about the fee if Johnson Controls completes the study, but the City decides that they don't want to move forward with the project. Mr. Watts said the cost to be reimbursed would be $50,000.

Council Member Teamann also confirmed that the City could purchase equipment from any carrier or manufacturer of their choosing and it does not have to be the brand represented by Johnson Controls. He also confirmed that Johnson Controls would carry the debt, and the savings from the project would cover the debt service on the project. A performance bond is also issued against Johnson Controls, to the benefit of the City.

Mr. Watts said the City would own the equipment. The financing vehicle is called a tax exempt lease-purchase. He said they provide efficiencies through technology, and a more "sustainable solution."

Council Member Teamann confirmed that the $50,000 report would belong to the City, if they choose not to do the project. He said there is a difference between being proactive and reactive.

<u>Jim Notman, 1009 Kingston Drive, Mansfield, Texas</u>
Mr. Notman is the Market Team Engineering Manager with Johnson Controls. He confirmed that the projects are in the Municipal Building and are served by the chiller. He said they will present a menu of options for the projects and Council Members can make the final decision.

Mayor Plyler asked if the staff had this equipment on a replacement cycle. Mr. Hefton said there is an inventory of the units, equipment, and furnishings, but there's not a specific replacement schedule. He said if the savings don't equate to the cost annually, Johnson Controls writes a check to the City of Sherman.

Council Member Stevenson asked what the City spent last year on energy costs. Mr. Hefton said the City spends "millions each year" on electricity costs. He asked about how financing would work if the City decided to pay cash for the projects. Council Members discussed possible ways to pay for the project.

He said Johnson Controls are experts in this type of project and can complete it more efficiently than the City staff can. While using them, the City receives a guarantee. Another advantage is that staff time has some value and the City would not be spending staff time on the project.

Mr. Hefton didn't know exactly how much money the City currently spends on electrical charges, but said they used to spend over $2 million annually.

Mayor Plyler asked how this project would affect the new Water Treatment Plant. Mr. Hefton said they would not be looking at the City's processes, and probably wouldn't review that facility, since it is so new. Johnson Controls said they did decide to exclude a review of that facility.

Council Member Howeth verified their guarantee and that they have local people if any repairs would be needed.

Deputy Mayor Holland said the study would cost $50,000, if the Council choose not to proceed with the project. He asked if the number of buildings that they included in the inventory changed, would that change the cost? They confirmed that the cost would not change whether buildings were added or removed from the study.

Mr. Hefton asked if they were asking for a list, by building, so they could track, over time, what the usage is. That would be included in the report back to the City.

Mayor Plyler summed up that they would include the four fire stations, Kidd-Key Auditorium, City Hall, and current Police Station. Mr. Hefton added the Parks and Recreation Building, Taylor Street Gym, Glennie O. Ham, and other buildings. Mr. Watts said the study would also include the lighting and parks. Mayor Plyler felt that $50,000 was a fair price for the study.

Council Member Howeth asked to see a list of the buildings that would be included. Mr. Hefton said there is a list, and he "stopped counting" at 42 buildings.

Mr. Watts said there is a third party engineer that verifies the savings, the kilowatt usage, and the guarantee, that is not an employee of Johnson Controls and does not represent the City of Sherman. They are a completely separate entity that makes sure everything they are saying is guaranteed and is correct.

<u>Zach Christensen, 2403 Lancastor Ct., College Station, Texas</u>
Mr. Christensen, Program Manager with Johnson Controls, was also in attendance at the meeting to answer any questions.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Resolution No. 6695, as presented. Second by Council Member Melton.

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

RES 6696 SOUTH SIDE INDUSTRIAL SANITARY SEWER REPLACEMENT PROJECT

RESOLUTION NO. 6696 – AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING DESIGN SERVICES AGREEMENT WITH BINKLEY & BARFIELD, INC. FOR DESIGN OF THE SOUTH SIDE INDUSTRIAL SANITARY SEWER REPLACEMENT PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING DESIGN SERVICES AGREEMENT WITH BINKLEY & BARFIELD, INC. FOR DESIGN OF THE SOUTH SIDE INDUSTRIAL SANITARY SEWER REPLACEMENT PROJECT.

CONSENT AGENDA.

REQ TO ADVERTISE PARK RESTROOM CLEANING SERVICES

REQUEST TO ADVERTISE ANNUAL PARK RESTROOM CLEANING SERVICES

The City Council approved the request to advertise for the private contact cleaning of multiple public park restrooms. The Parks and Recreation Department annually contracts the cleaning of its park restrooms and they are seeking proposals to include cleaning and securing the facilities, seven days a week for a nine month period, at a minimum.

CONSENT AGENDA.

OTHER BUSINESS

POLICE HEADQUARTERS DESIGN

RECEIVE PRESENTATION FROM POLICE CHIEF ZACHARY FLORES AND HIDELL & ASSOCIATES ARCHITECT AARON BABCOCK ON THE INITIAL CONCEPT FOR THE SHERMAN POLICE DEPARTMENT HEADQUARTERS

Zach Flores, Police Chief, introduced Aaron Babcock, from Hidell & Associates Architect, to update the Council on the status of the design for the new Police Department Headquarters.

Mr. Babcock said part of the presentation today is to discuss the architectural style of the building, and to establish a vision as to what the facility will offer. He explained the process they used to begin the project.

There are three main components of a police building, the main building, an annex that typically houses equipment, and secured parking. He outlined the typical areas that were included in the main facility and in the annex, but said they were recommending some modifications that they saw in College Station.

This change took three areas which are traditionally found in the main building and moved them to the annex to increase efficiency and functionally. Their recommendation is that the annex facility should include equipment storage and vehicle processing, but would also move a SWAT ready room, special investigations, and a training room into the annex.

Mr. Babcock also outlined the site layout, which is located in the northeast corner at West Travis Street and Northgate Drive. This would allow for two access points for patrol to leave the facility. The back of the site also has a higher

elevation and there is about 20 feet of "fall line" to tier the facility. This would also prevent any vehicles from driving up and hitting the facility. The entire site is 10 acres, but they are using about 7.2 acres. The rest of the property would allow for future expansion.

Mr. Babcock said the main facility is about 27,000 square feet, and he discussed the layout. The CID and patrol room would allow the City to double the staff in the future. The building itself, could also be extended in the future, if needed. There is one entrance into the building and it enters into a vestibule, which can be secured after hours.

The training room would be accessible for use by both staff and the public, and includes a lot of storage area. He discussed the other departments and how the building was laid out. He said what they were really trying to do was to control the public in the lobby area and lead them to control access points, instead of allowing free access to the entire facility.

The facility includes evidence storage, a small crime lab to process some evidence that is brought in, and the dispatch center and data room. The dispatch center would currently have four workstations, but could be expanded to eight.

Mr. Babcock said the facility includes a break room and a locker room, that will accommodate 78 men and 16 women. The configuration would also allow for doubling the patrol officers, over time. There is a patrol room with workstations, a CID room, and offices for administration with a briefing room.

He also described the annex, which includes a gym, meeting room, SWAT ready room, equipment storage, a K-9 area, armory, workstations, and a vehicle processing area, consisting of a covered bay where they can outfit their vehicles.

Council Member Steele confirmed with Chief Flores, that, currently there are just over 40 sworn officers in the Police Department. He said they would be able to double the amount of patrol officers that they currently have with the layout of the new facility.

Mr. Babcock said he would like to get feedback from the Council to make sure that they are going in the right direction, and that this is also the vision of the Council. He said they want to be sure that Sherman has a building that they can be proud of for 50 years. He discussed specific types of architecture and materials that might be used in the new facility. He asked Council Members if they were "on the right track?"

Council Member Melton expressed concern about the facility having so many windows. Mr. Babcock said the front of the

building would be higher than the road, and would therefore have a higher vantage point. It would also use bullet resistant glass, at least at the lower levels. They wanted to use natural light, while still limiting the window exposure.

Council Member Steele felt there should be some continuity with the City's other buildings, such as the new Fire Station. Mr. Babcock said the buildings may have different shapes and forms, but the façade should compliment the other City buildings. He agreed that the buildings should use a pallet that can be used repeatedly, and felt that they would use a compatible stone to what is on the Fire Station near this site.

Deputy Mayor Holland felt that they were on the right track with what had been presented. Council Member Teamann said they hadn't talked about the Annex prior to this and he asked if there was something that changed and created a need for the Annex.

Chief Flores said typically the Annex is for vehicle storage and they are about to purchase an armored vehicle for the Special Response Team, and it will be parked in the Annex. He said they visited other entitles and they generally build to fit their needs at the time. By adding the Annex they will have a place to store this armored vehicle.

He said there are also other operations that would have been included in the original building, but it will cost more per square foot. They looked at what part of the operation could be moved to the Annex, and housed at a lower cost. The Annex became an avenue to reduce the cost of the facility, and assess operations.

He said the Special Investigations Unit, or narcotics officers, will be housed in the Annex, because they are not typically seen by the public. He added that the people they interact with are not the ones you would want coming to the Police Headquarters. This will allow the officers to continue their covert work.

Council Member Stevenson said by oversizing an Annex, the City will pay less money per square foot, and will better "future-proof" the facility. Chief Flores said they explored a way to increase the lifespan of this facility by increasing the square footage. But they also explored a way to lower the cost on that additional square footage.

Council Member Steele asked if this plan allowed for growth. Mr. Babcock said it did, and explained how CID, patrol, administration, and the locker room could be expanded. He said these were the most likely areas that would need to grow.

Mr. Hefton said, if the City doubles in size, that growth should be proportional to the growth needed at the Police Department. He felt that this facility could serve a population of 80,000 to 100,000, under roof. He didn't know how many

years that would be, but it would double the number of officers they currently have.

Council Member Stevenson said he was "very happy with the concept."

Mr. Babcock also presented a timeline for the project. With the proposed timeline, construction on the facility is expected to take 14 to 15 months. It is expected to begin in October 2021, culminating in January 2023.

DEBT ISSUANCE PRESENTATION

RECEIVE PRESENTATION FROM CITY MANAGER ROBBY HEFTON REGARDING POTENTIAL DEBT ISSUANCE

Mr. Hefton briefed the Council on the potential for a possible debt issuance. He said the City has an opportunity to take advantage of some historically low borrowing rates, and there are several projects, such as the Police Headquarters, that are upcoming.

He asked the Council for their thoughts on the timing of a bond issue and the types of projects that it could fund. He said debt capacity is the City's ability to afford to issue debt. He said the City would have to "bond" the debt for construction of a new Police Department.

He explained that it would be "tax supported debt," which means it relates to property taxes, which is a function of the Property Tax Rate and the Property Tax Base. The current rate if $0.489 per $100 valuation. The Tax Base is about $3.85 billion. By multiplying those together, it equals the total tax revenue. He offered several new values to support $1 million in new debt. In some reinvestment zones, the City would be supplementing their revenue with County revenue.

He also explained the I&S Rate and the M&O Rates and what they account for. The I&S Rate doesn't change, but how the M&O Rate is divided does change. A portion of that amount is carved out for projects, only in the reinvestment zones. The amount increases when it is combined with the County's money in the TIRZ.

Mr. Hefton said currently the cost of debt in the market is around 2%. He said for 20 to 25 years of debt, the cost would be about $50,000 to $60,000 per year, per $1 million. Tax Notes are a maximum of seven years, and are at less than 1%.

He said the City's last bonded debt was in 2019, and was a $19.1 million issue, at 3.07% for 25 years. The annual cost is about $1.1 million and it was used for streets and parks.

The current bond rate environment is about 2%. He said, going forward, there are indications that the rates could increase. At the Federal level, when spending increases, inflation increases rates at which you borrow.

He said if the City issued the 2019 CO at today's rates, they would have saved $3.3 million in interest costs. That savings would allow for an additional $2.5 million in projects. Mr. Hefton said there is "millions of dollars of benefit" just in the rate environment today.

Debt capacity is a function of what the values are and what the rates are. Assuming that the tax rate stays the same, what is the additional capacity for debt, based on value. He outlined this additional capacity based on known projects. Just on new value alone, the I&S rate of $0.15, would have an increase in value of between $70 and $80 million in hew projects. Using the total tax rate of $0.49, it grows to up to $250 million in increased capacity.

Mr. Hefton said if the City was to do a $20 million bond issue, he asked when this bond issue would be covered, with the City's projected growth in tax base. He said it would probably be during the FY 2023 or FY 2024 timeframe. Using total tax increment, then it would be sometime next year.

He addressed upcoming debt needs. The new Police Headquarters, bricks and mortar and fixtures and equipment, will be about $15 million. There are also some major roads and infrastructure, for various TIRZ and/or Planned Developments; parks and trails; and future funding for another fire station.

Mr. Hefton said the City should be ready for construction on the Police Headquarters in FY 2022, with an estimated cost of $13 million to $15 million. At 2019 CO rates, the City would incur about $6.7 million in interest. At today's rates, the City would incur about $4.2 million in interest. This is a savings of $2.5 million over the last bonded issue. He said if rates move from 2% to 2.5%, that would cost the City an additional $1.1 million in debt service.

He also addressed other funding opportunities, with TIRZ #7, which is Bel Air Village. The City plans to use land that they own as funding for building part of the infrastructure. He felt that the more time that passes, the more valuable that land will become. He asked if the City should wait for development to start happening, so that the land value will increase, and there will be a greater ability to fund the infrastructure with money in hand.

To do that, he said the City would most likely issue Tax Notes, which have a rate of less than 1%. He said the City's interest cost in borrowing through Tax Note, would be between $10,000 and $15,000 per year.

He asked Council, if the City should spend $10,000 to $15,000 per year, to gain an additional value for the sale of the land. He said, originally the Council did not want to borrow on the first phase of the development. However, there might be a cost to benefit on this plan.

Mr. Hefton discussed the risk of issuing debt now, versus in the future. He said the cost over 20 years, rates aside, will be the same, whether you start it now, or a year from now. He said there's not really a risk of issuing early, unless the City wasn't going to issue the debt in the first place. He said there's also a small risk that rates will go down, but he did not think that would happen.

He asked Council to give direction on issuing debt sooner than originally expected; if so, when and for how much; and the TIRZ #7 opportunities, land sale now or wait.

Council Member Melton said she didn't like putting the City in debt, and felt that it would be putting "the cart before the horse."

Council Member Stevenson said, is the property going to increase more in value, over the interest the City would pay on the tax bond, and he felt it would increase more. He added that not only will interest rates increase, but construction costs will increase too. He felt it would be doing the citizens a disservice waiting for the rates to increase. He felt the Council was committed to moving forward with the Police Department and other projects.

Council Member Melton said they need to know exactly what the projects are.

Council Member Stevenson said the Council will have to issue debt next year and the interest rates will increase. The City would save "a few million dollars" by borrowing now.

Mr. Hefton reiterated that Council Member Melton was saying, before debt is issued, she wants to know what it's for. He said if the Council is interested, the staff would come back at the next meeting with a proposed list of projects, and estimates for the amounts.

Council did want to see a list of proposed projects at the next Council meeting. He asked for Council input on the TIRZ.

Council Member Teamann said the money for the TIRZ is low cost, but he didn't want to do anything until the City sells the property. They won't know the rate until they sell the property. He felt moving forward with that before they know the value of the land, could be "premature."

Council Member Howeth expressed concern that the Council might miss an opportunity to save some money for taxpayers. She was concerned that the land might not sell.

Mr. Hefton said the City ended up better than where they originally felt they would be nine or ten months ago.

Council Members did not want to consider TIRZ #7 at this time. It will be brought back as development continues to occur.

Mr. Hefton said the staff will bring back a list of projects with estimated costs at the next Council Meeting for their consideration.

APPROVE QUARTERLY INVESTMENT REPORT FOR QUARTER ENDED DECEMBER 31, 2020

QUARTERLY INVESTMENT REPORT

The City Council approved the Quarterly Investment Report for the quarter ended December 31, 2020. As of December 31, 2020, the portfolios were in compliance with applicable State laws and the City's Investment Policy.

The operating investment portfolio had a book value of about $9.9 million, a decrease of about $1.5 million, from the prior quarter of $11.4 million, due to the maturity of a certificate of deposit, a call on an agency security and the purchases of State of Texas political subdivision obligations.

The underlying investments were adequately diversified among four different types of securities. This portfolio is appropriately liquid, and its weighted-average maturity was about 444 days, down from 460 days from last quarter.

The portfolio yield of 1.23% for the quarter is 113 basis points above the benchmark yield of .10%. The portfolio value on the City's books is about $0.5 million below market due to falling market interest rates.

The debt proceeds portfolio balance of $14.1 million was invested in a Local Government Investment Pool and an FDIC insured investment account. Transactions in this portfolio include payments for capital projects and the receipt of interest income. The yield of .16% was above the benchmark yield of .08% for this portfolio. Book value and market value were about the same.
CONSENT AGENDA.

MEDIA QUESTIONS

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

COUNCIL COMMENTS

There were no Council Comments.

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

EXECUTIVE SESSION

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

TEX. GOV'T CODE § 551.071 --
SEEKING THE ADVICE OF ITS ATTORNEY ABOUT PENDING OR CONTEMPLATED LITIGATION, SETTLEMENT OFFERS OR ANY MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE CITY COUNCIL UNDER THE TEXAS DISCIPLINARY

RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE TEXAS OPEN MEETINGS ACT
CONSULTATION WITH CITY ATTORNEY REGARDING ENFORCEMENT OF LEASE AGREEMENTS AT SHERMAN MUNICIPAL AIRPORT

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

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

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

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

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

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

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 7:30 p.m.

On Motion duly made and carried, the Executive Session recessed at 7:36 p.m. and reconvened in Open Meeting.

OPEN MEETING **OPEN MEETING**

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

ADJOURNMENT **ADJOURNMENT**

On Motion duly made and carried, the meeting adjourned at 7:37 p.m.

MAYOR

CITY CLERK

HERITAGE RANCH

A MASTER PLANNED LIFESTYLE COMMUNITY

SHERMAN, TEXAS

COVENANT DEVELOPMENT

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HERITAGE RANCH

Development Overview

COVENANT DEVELOPMENT

- 440-acre master-planned mixed-use life-style community
- North side of Highway 82 from Travis Street to FM 1417
- Balanced and Integrated Community
- Residential Region
- Commercial/Retail Region
- Entertainment Region
- Parks and Open Space Region

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HERITAGE RANCH

Development Goals

COVENANT DEVELOPMENT

- Elevate Sherman as a unique, modern version of proud Texas Culture.
- Balance the History and Tradition of Sherman with its Future Legacy and Growth
- Welcome new residents and enthusiasts from abroad seeking a classic American community which showcases its rich history and tradition

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HERITAGE RANCH

Why Heritage Ranch?

COVENANT DEVELOPMENT

Heritage Ranch brings something new to the community, attracting visitors as new residents and residents as new visitors.

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NORRIS DESIGN
Planning | Landscape Architecture | Branding

Vision of Heritage Ranch

It's a classic American community with its eye on modern growth.

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HERITAGE RANCH

Guides to the Vision

COVENANT DEVELOPMENT

This development is for the future of Sherman, but what guides our vision?

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NORRIS DESIGN
Planning | Landscape Architecture | Branding

Positioning Strategy

Showcase Texas

Host our Guests

Grow our Community

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HERITAGE RANCH

Future of Sherman is Here

COVENANT DEVELOPMENT

So what could this place be?

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NORRIS DESIGN
Planning | Landscape Architecture | Branding

HERITAGE RANCH

Inspiration

COVENANT DEVELOPMENT

INSPIRATION

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NORRIS DESIGN
Planning | Landscape Architecture | Branding

HERITAGE RANCH
CHARACTER

Character of Development

COVENANT DEVELOPMENT

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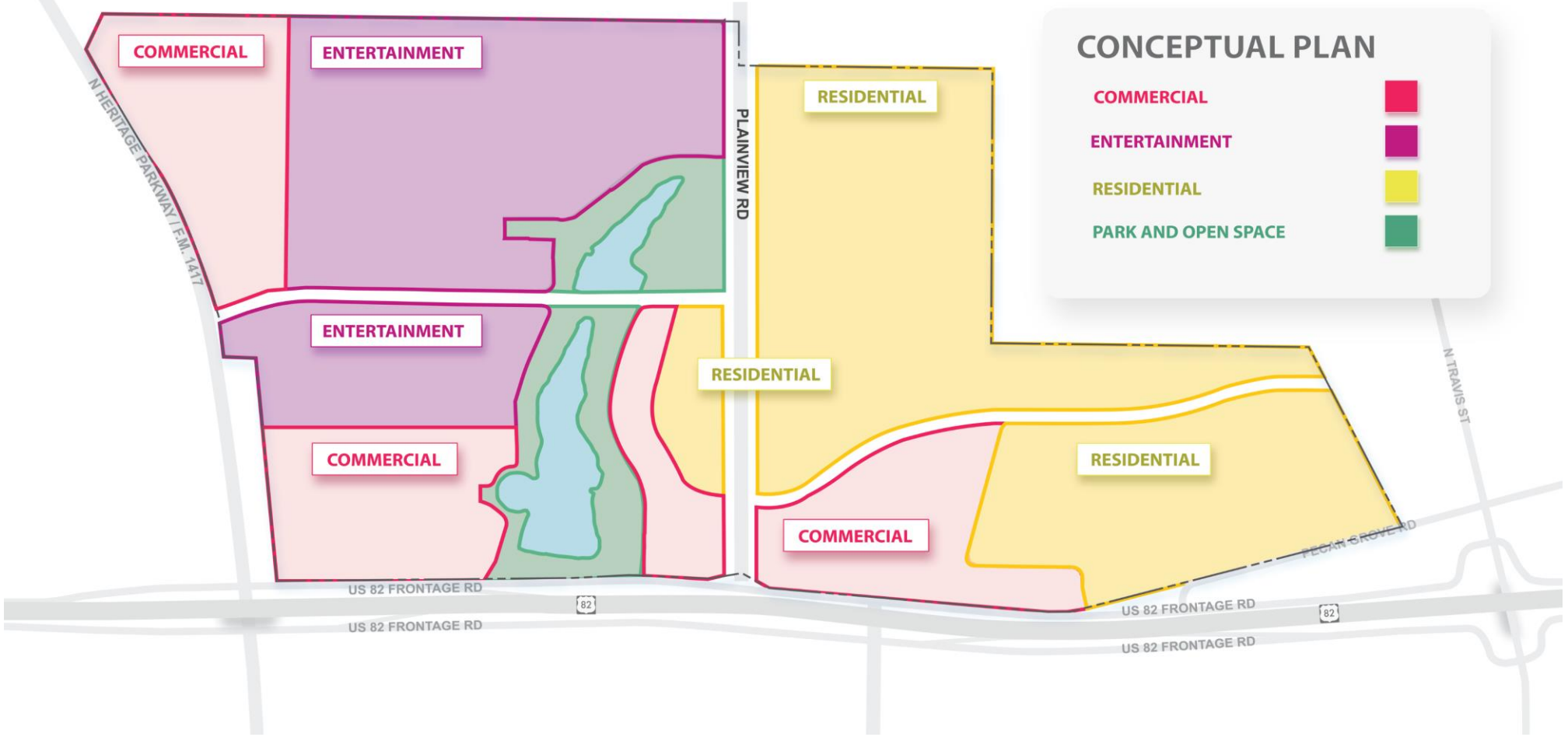
HERITAGE RANCH

Conceptual Plan

COVENANT DEVELOPMENT

Region	Commercial	Entertainment	Residential	Park and Open Space	Major Right of Way (ROW)	Total Acreage (ac)
Acreage (ac)	+/- 105	+/- 112	+/- 138	+/- 60	+/- 24	439



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HERITAGE RANCH

Open Space Framework

COVENANT DEVELOPMENT

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HERITAGE RANCH

OPEN Space Amenities

COVENANT DEVELOPMENT

- Promote Active Lifestyle
- Walking Trails
- Biking Trails
- Parks and Play Areas
- Activity Areas
- Picnic Areas
- Dog Park

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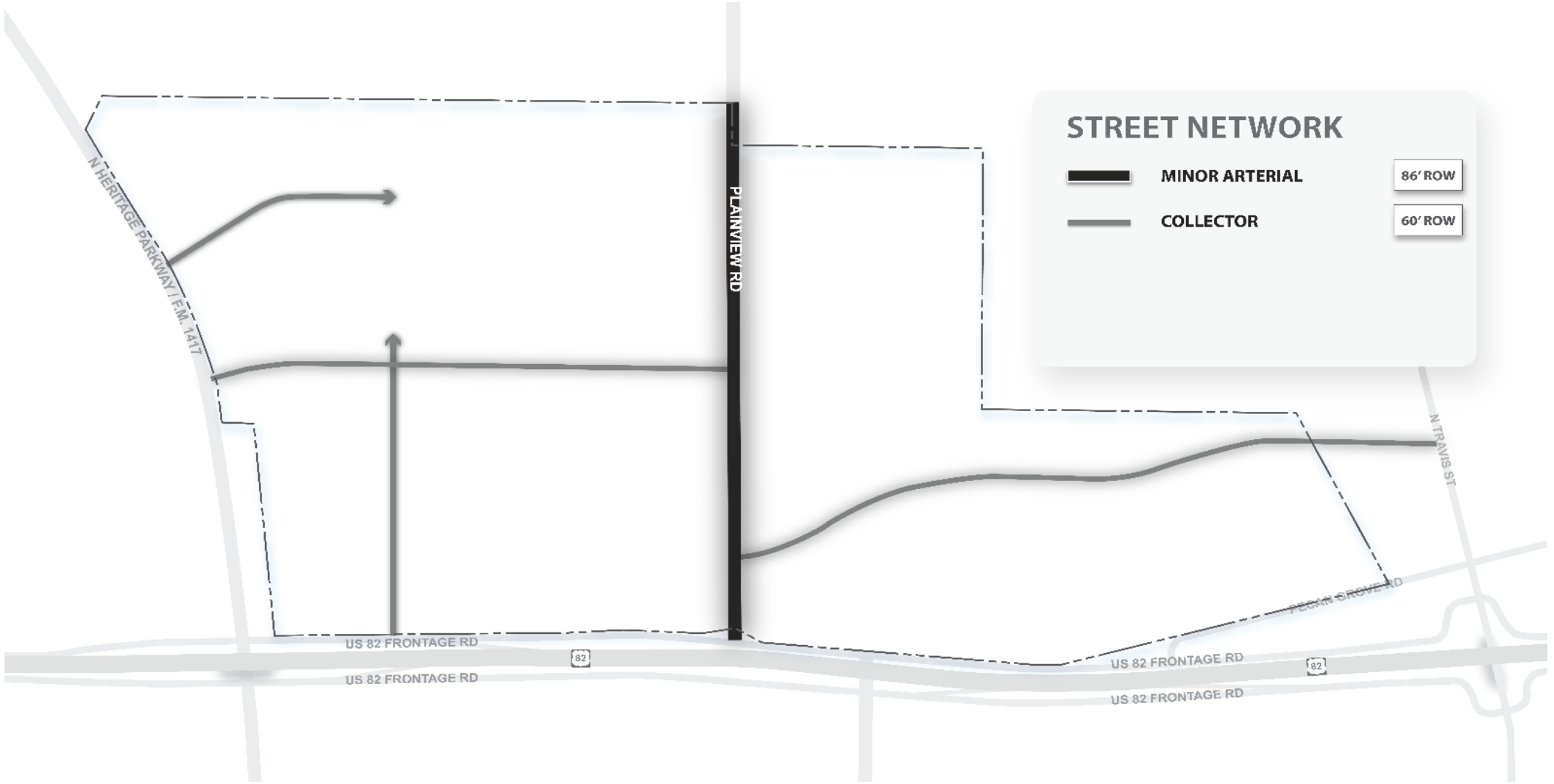
HERITAGE RANCH

Transportation Master Plan

COVENANT DEVELOPMENT



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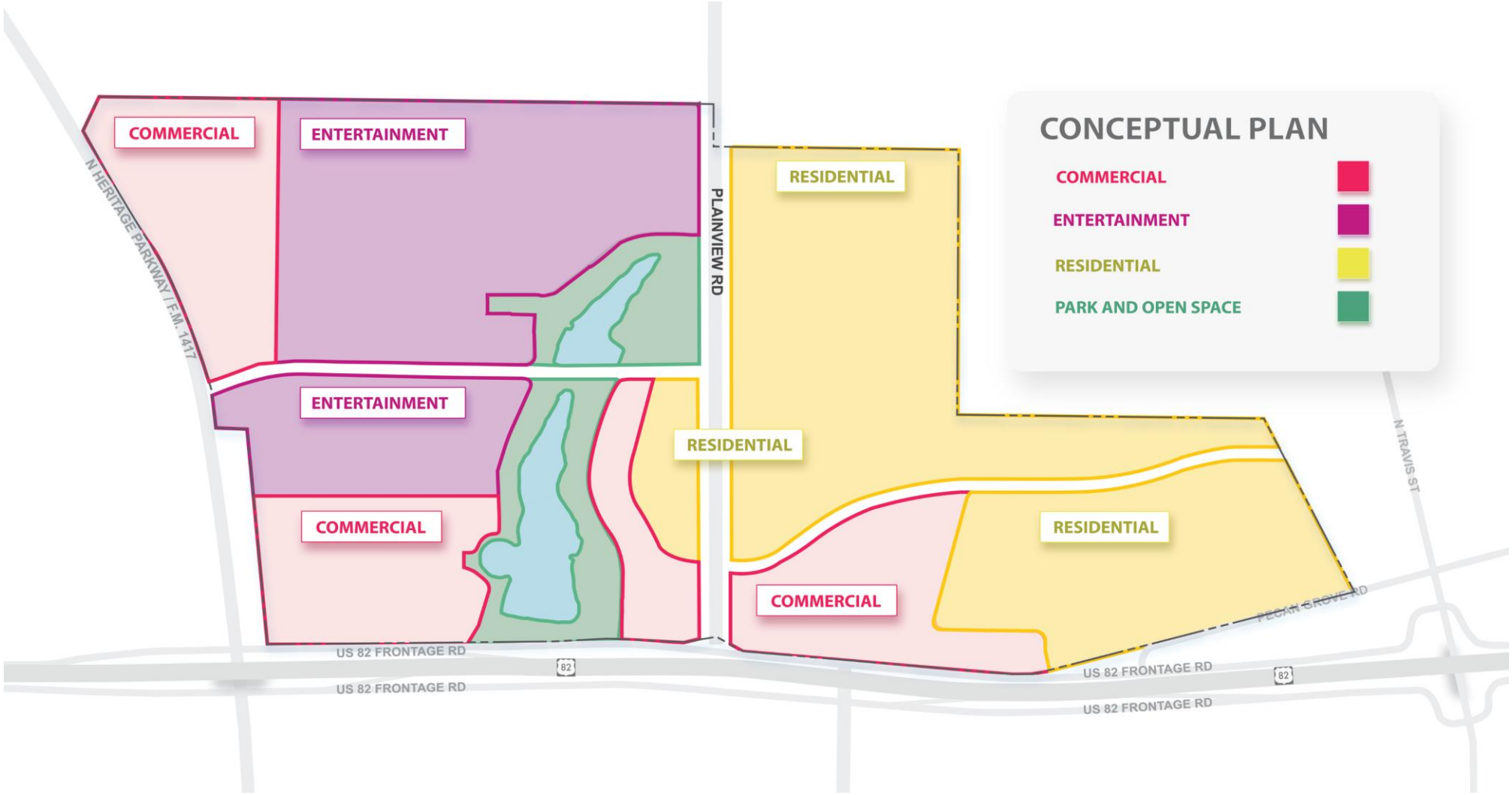
HERITAGE RANCH

Conceptual Plan

COVENANT DEVELOPMENT



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Timing of Heritage Ranch

- Project continues to gain momentum
- Actively working with Civil Engineer on grading and infrastructure layout
- Residential Region is currently under design with a planned Q4 construction start
- National homebuilders seeking opportunities in Heritage Ranch
- Construction of key infrastructure to commence Q4 of this year
- Active discussions with several commercial users that would serve as an anchor for Heritage Ranch
- Preview of the next few months:
    - Continued clearing;
    - Flowline relocations; and
    - Development of plans

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Resiliency Solutions for a Rapidly Changing City…

Prepared for:

City of Sherman City Council

Performance Infrastructure North America
Texas Area Team

January 19th, 2021

The power behind **your mission**

Johnson Controls

What we do

=

Why we're different

Customer Problems Solved

- Budget predictability
- Reduce operational costs
- Address deferred maintenance
- Installation of new equipment
- Technology upgrades
- Infrastructure modernization
- Brand agnostic
- Reduce carbon footprint

Core Business Model

- Long history of guaranteeing energy
  - Adherence to Texas Local Government Code 302
- Turn-key solution
  - Design, commission, install, construction management, turnover training
- One Contract
- Local presence
- Ability to swiftly address critical needs
- Provide a fixed-cost project, carrying the risk and cost of change orders

Johnson Controls

Potential Savings for Infrastructure Renewal Program

Project Funding Model:

- Estimated Utility Savings: $75,000
- Estimated O&M Savings: $30,000-$35,000
- **Potential Project Size @ 15 years & 2.65% interest: $1.5 - 2.0M**

Project Development Agreement (PDA)

Project Development Agreement develops the Turn-key project scope specific to Sherman's infrastructure needs.

- Final Comprehensive Scope Co-authored by Sherman during PDA process
- Final Project Price Fixed-Firm Price, No change-orders passed to Sherman
- Final Guaranteed Energy Savings, O&M / Capital Savings – as agreed with Sherman
- Financing* Turn-key financing option support can be provided by JCI, at Sherman's discretion

**JCI does not act in the capacity of a financial advisor*

Project Development Process

PDA Approval

- 10-30 Days
- City Approval of PDA
- Governing Commission Approval

Partner Selection

- 30-45 Days
- Governing Commission Approval
- Co-Op selection through Interlocal (TIPS)

Design / Investment Grade Audit Phase

- 90-120 Days
- City Executive selects Facility Improvements
- Systems Chosen on Life-Cycle Basis
- Commission Approval before Implementation

Implementation

- 9-12 months
- Coordinated with City Schedules
- First Payment Not Due Until Successful Turnover

Guarantee

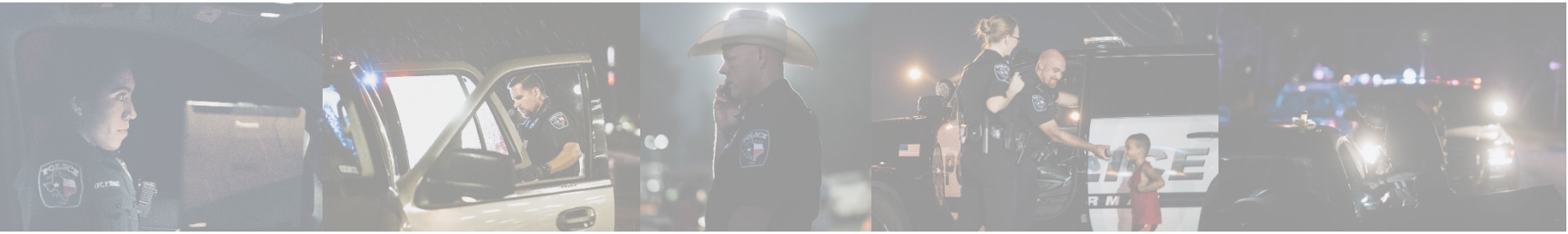
- 15 years
- Annual Accountability Report to Governing Commission

Johnson Controls International, PLC | Proprietary

Moving Forward

Open Discussion

City Council Review Session



SHERMAN POLICE HEADQUARTERS

Concept Presentation
1.19.2021

PREPARED BY
HIDELL AND ASSOCIATES ARCHITECTS, INC.

AGENDA

FACILITY ORGANIZATION

REVIEW BUILDING COMPONENTS

- *TRADITIONAL LAYOUT*
- *PROPOSED LAYOUT – LESSONS LEARNED FROM TOURS*

SITE REVIEW

- *EXISTING SITE CONDITIONS*
- *CONCEPTUAL SITE LAYOUT*

FLOOR PLAN REVIEW

- *CONCEPTUAL FLOOR PLAN LAYOUT*

ARCHITECTURAL STYLE – ESTABLISH A VISION

REVIEW MUNICIPAL ARCHITECTURAL STYLES

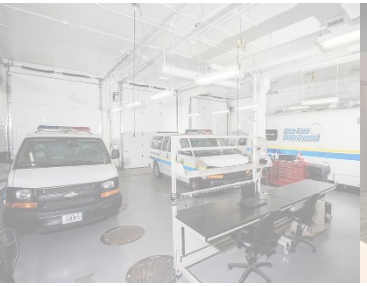
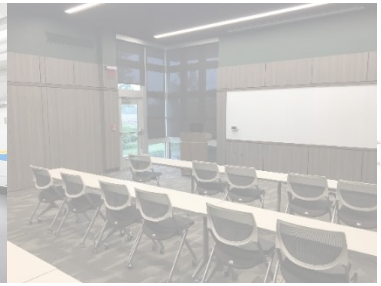
- *TRADITIONAL*
- *CURRENT TRENDS*
- *TIMELESS ELEMENTS*
- *SHERMAN ARCHITECTURE*

PROJECT TIMELINE

REVIEW DESIGN AND CONSTRUCTION MILESTONES

- *PROPOSED PROJECT SCHEDULE*

FACILITY ORGANIZATION

SHERMAN POLICE HEADQUARTERS

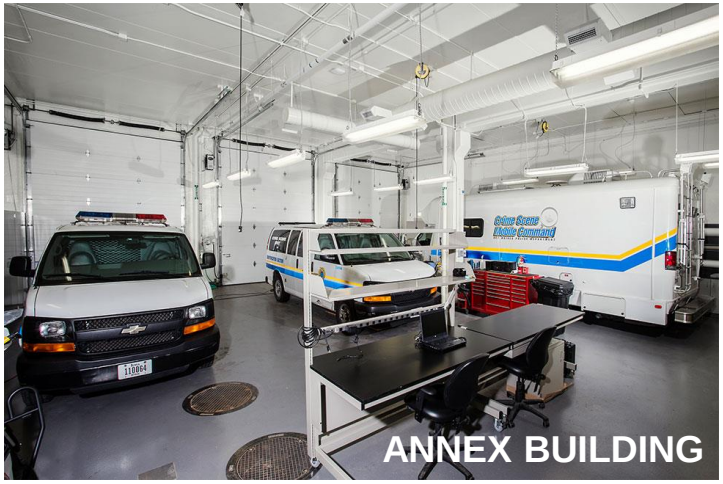
Sherman
CLASSIC TOWN. BROAD HORIZON.

NEW POLICE FACILITY ORGANIZATION

MAIN BUILDING

LESSONS LEARNED FROM TOURS

- *COLLEGE STATION POLICE DEPARTMENT*
- *TOWN OF PROSPER POLICE DEPARTMENT*
- *RICHARDSON POLICE DEPARTMENT*
- *WAXAHACHIE POLICE DEPARTMENT*
- *DFW POLICE DEPARTMENT*


ANNEX BUILDING

SECURE PARKING

NEW POLICE FACILITY ORGANIZATION

TRADITIONAL FACLITY LAYOUT

MAIN FACILITY

- ADMINISTRATION
- CRIMINAL INVESTIGATIONS
- LOCKER ROOM
- MEETING ROOM
- BREAK ROOM
- CRIME LAB
- RECORDS
- EVIDENCE
- DISPATCH
- TRAINING ROOM
- LOBBY
- SPECIAL INVESTIGATIONS
- SWAT READY ROOM

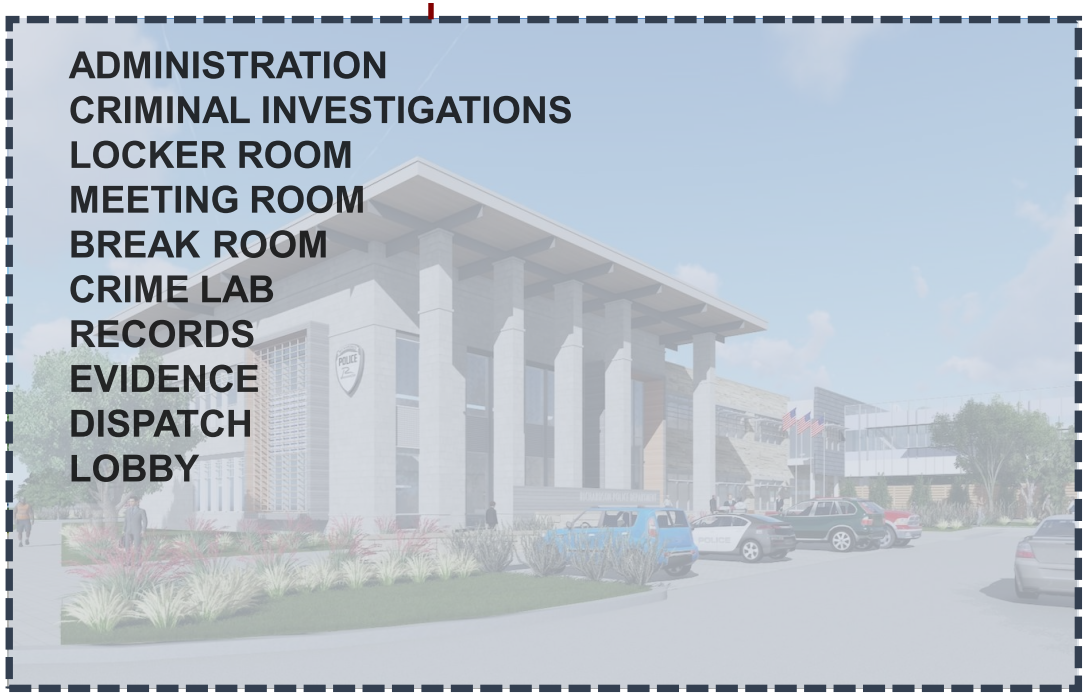
ANNEX FACILITY

- EQUIPMENT STORAGE
- VEHICLE PROCESSING

NEW POLICE FACILITY ORGANIZATION

SHERMAN PD CONCEPT

MAIN FACILITY



- ADMINISTRATION
- CRIMINAL INVESTIGATIONS
- LOCKER ROOM
- MEETING ROOM
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- EVIDENCE
- DISPATCH
- LOBBY

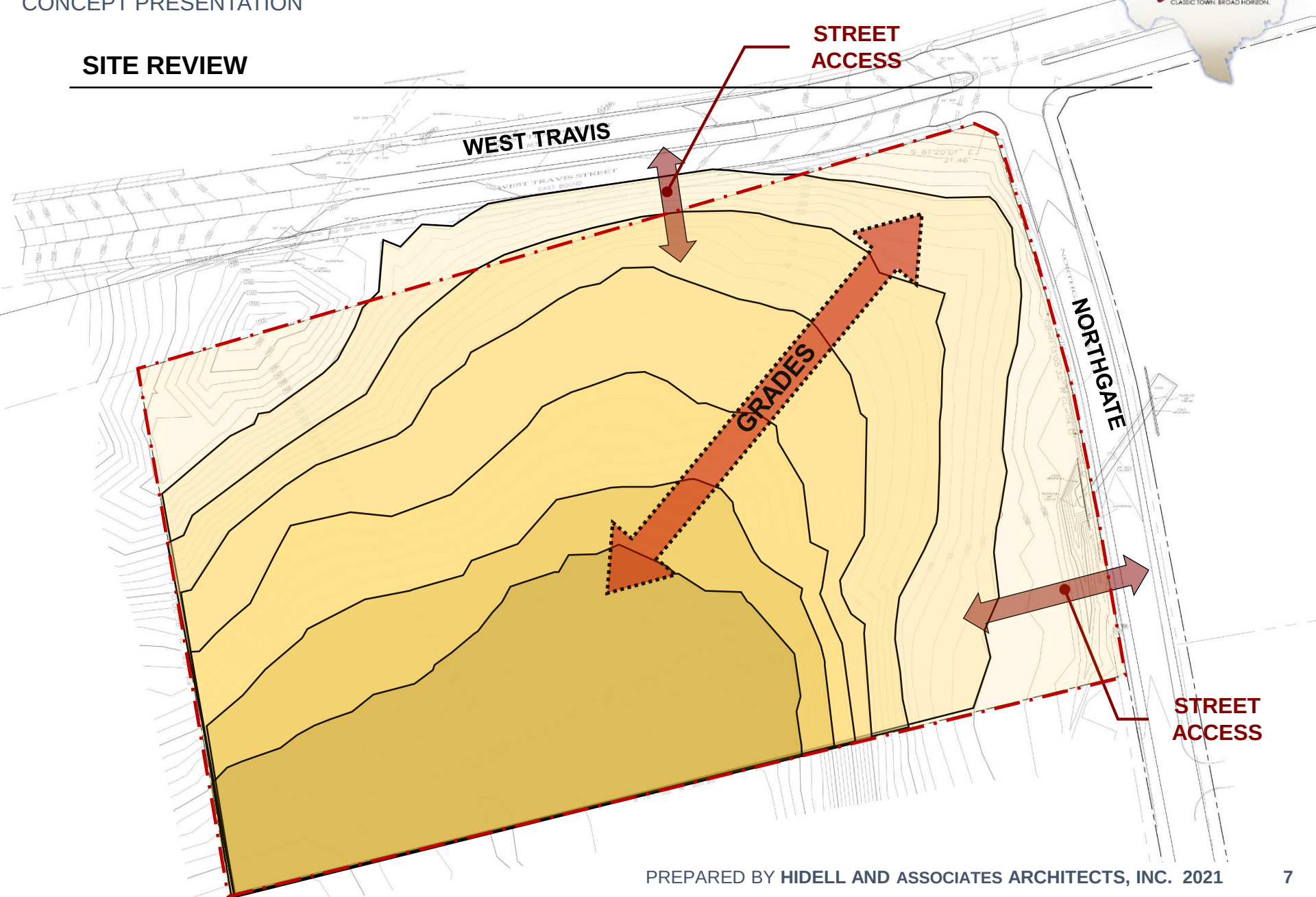
ANNEX FACILITY

- EQUIPMENT STORAGE
- VEHICLE PROCESSING
- SWAT READY ROOM
- SPECIAL INVESTIGATIONS
- TRAINING ROOM

SHERMAN POLICE FACILITY HEADQUARTERS

CONCEPT PRESENTATION

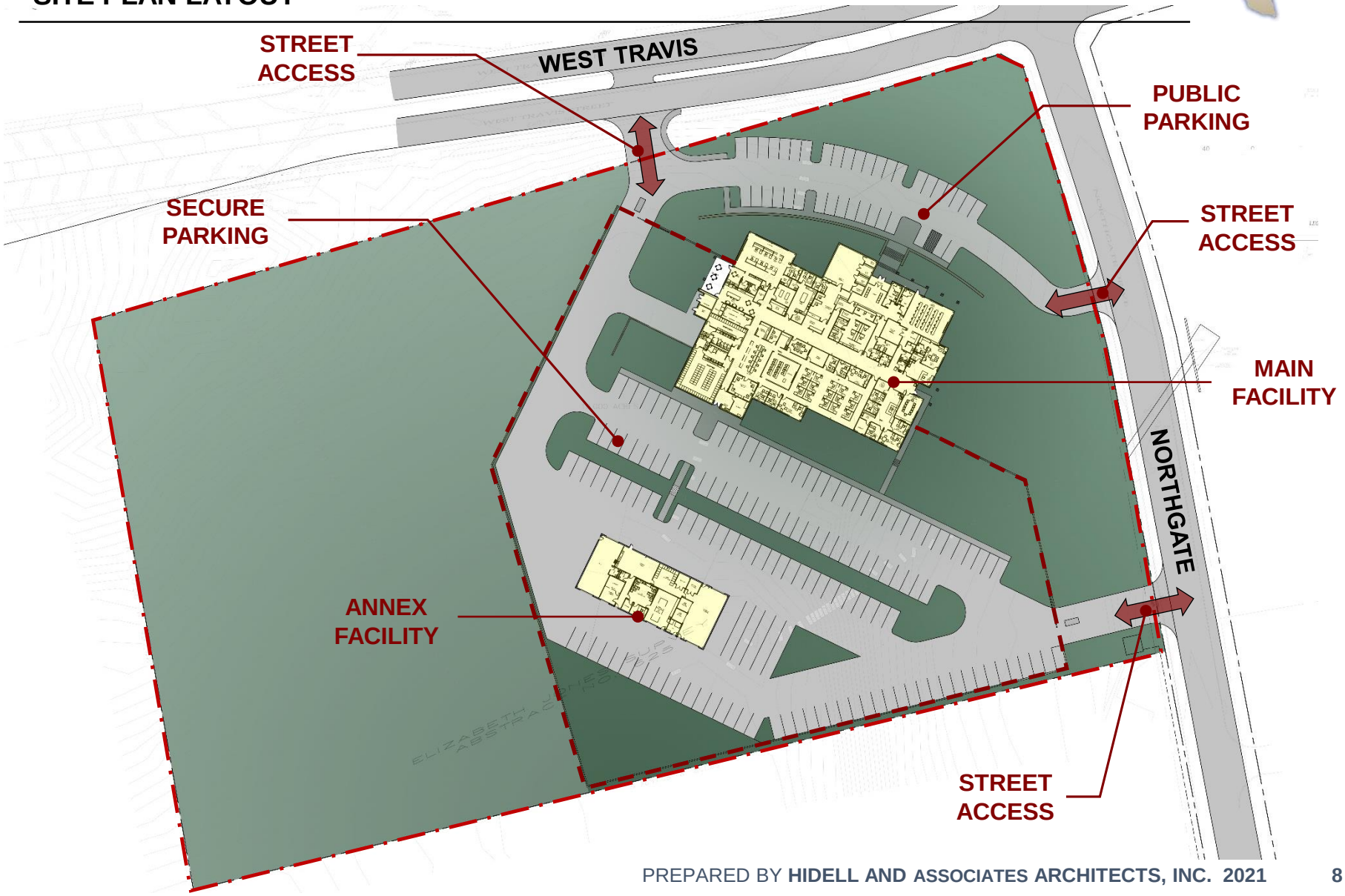
SITE REVIEW



SHERMAN POLICE FACILITY HEADQUARTERS

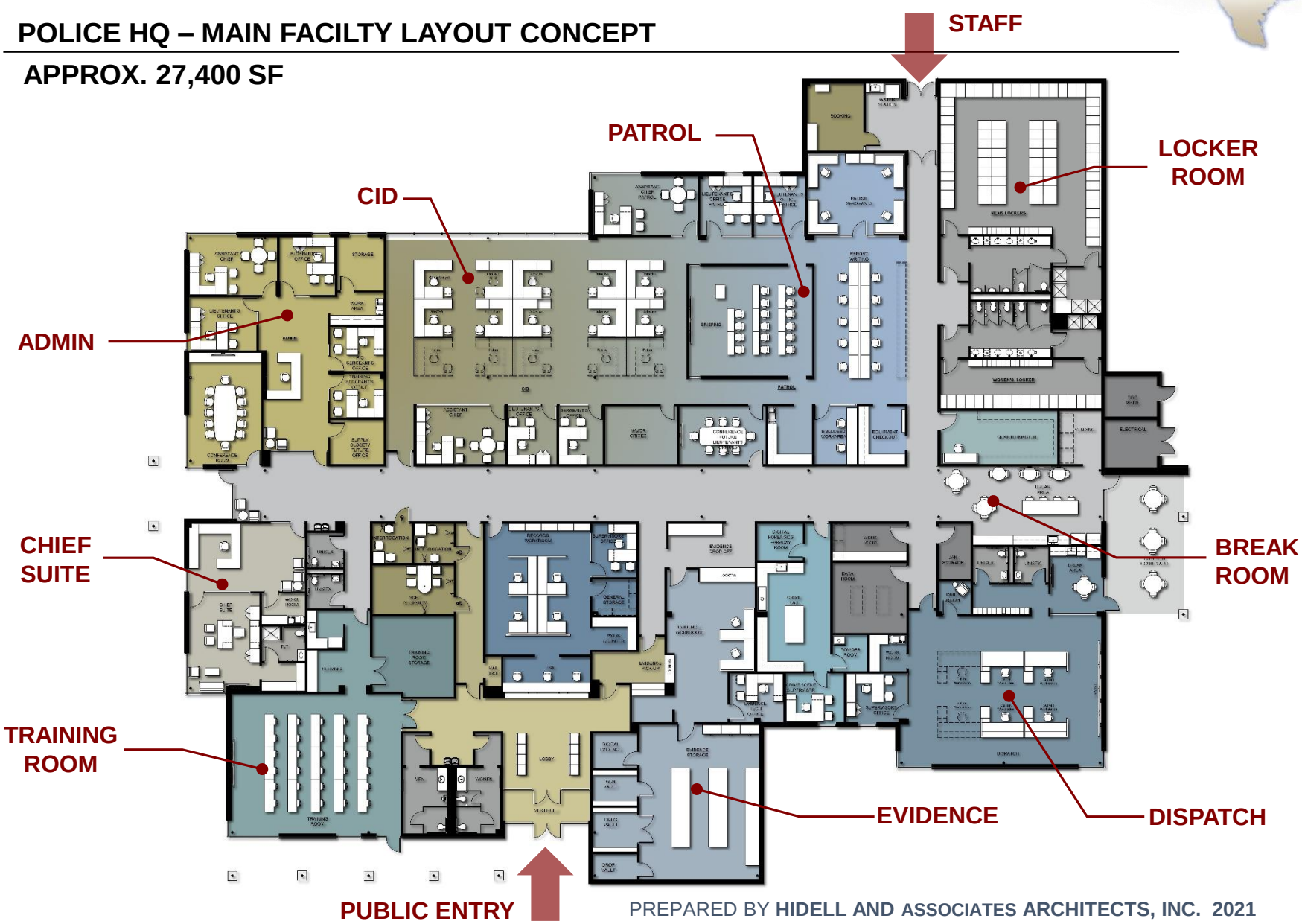
CONCEPT PRESENTATION

SITE PLAN LAYOUT



POLICE HQ – MAIN FACILTY LAYOUT CONCEPT

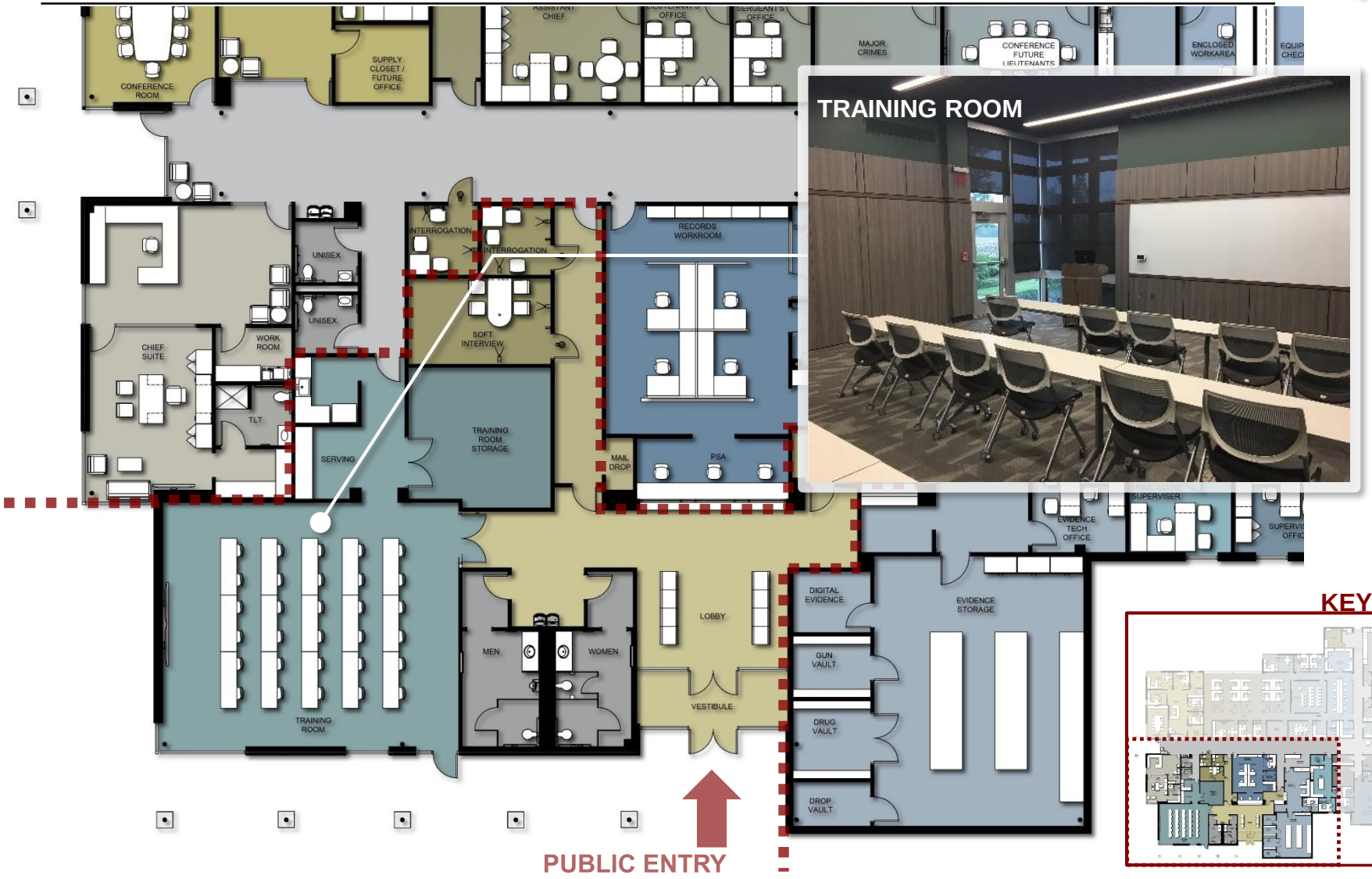
APPROX. 27,400 SF



POLICE HQ – MAIN FACILTY LAYOUT CONCEPT

KEY PLAN

POLICE HQ – MAIN FACILTY LAYOUT CONCEPT



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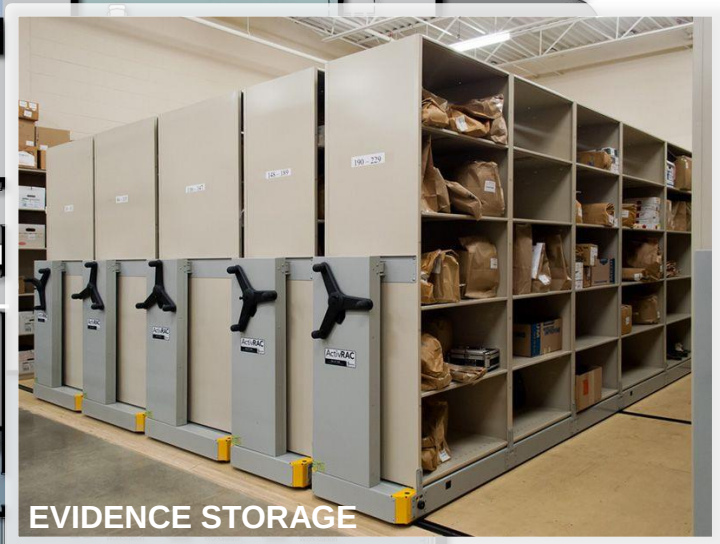
POLICE HQ – MAIN FACILTY LAYOUT CONCEPT



KEY PLAN

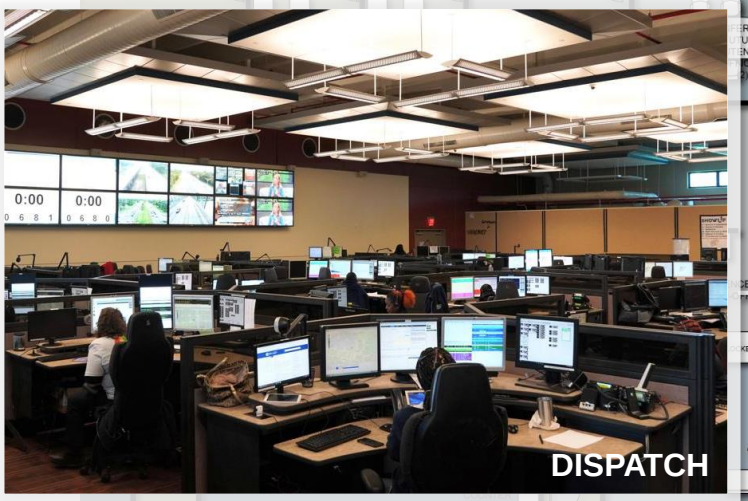
POLICE HQ – MAIN FACILTY LAYOUT CONCEPT

KEY PLAN

SHERMAN POLICE FACILITY HEADQUARTERS

CONCEPT PRESENTATION

POLICE HQ – MAIN FACILTY LAYOUT CONCEPT



KEY PLAN

POLICE HQ – MAIN FACILTY LAYOUT CONCEPT

STAFF ENTRY

KEY PLAN

BOOKING
WATER STATION
ASSISTANT CHIEF PATROL
LIEUTENANT'S OFFICE PATROL
LIEUTENANT'S OFFICE PATROL
PATROL SERGEANTS
MENS LOCKERS
REPORT WRITING
PATROL
WOMEN'S LOCKER
FIRE RISER
ELECTRICAL
ENCLOSED WORKAREA
EQUIPMENT CHECKOUT
QUARTERMASTER
VENDING
BREAK AREA
RECORDS WORKROOM
SUPERVISORS OFFICE
DIGITAL FORENSICS FARADAY
WORK ROOM

POLICE HQ – MAIN FACILTY LAYOUT CONCEPT

STAFF ENTRY

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POLICE HQ – MAIN FACILTY LAYOUT CONCEPT

STAFF ENTRY

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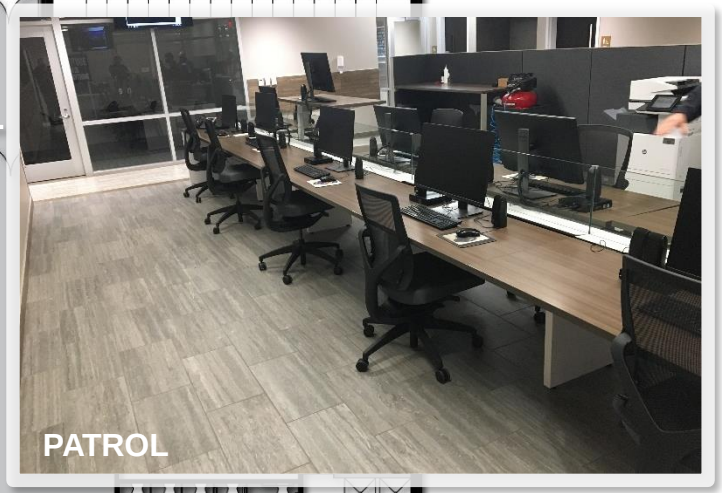
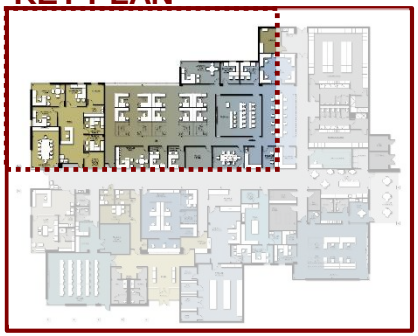
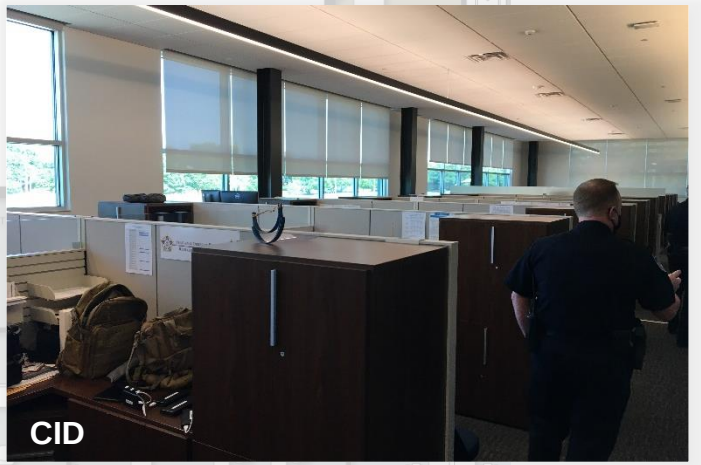
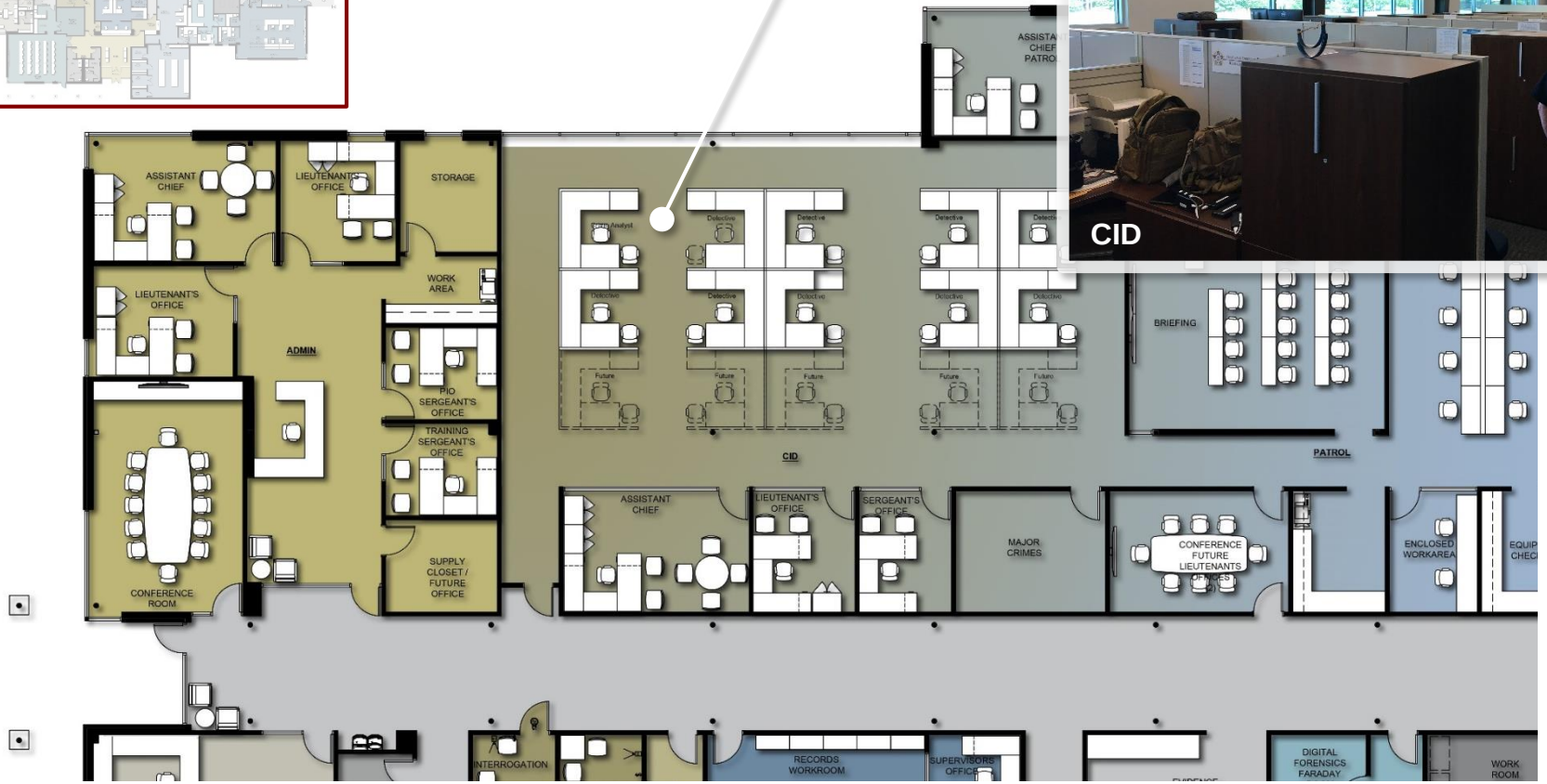


POLICE HQ – MAIN FACILTY LAYOUT CONCEPT

KEY PLAN

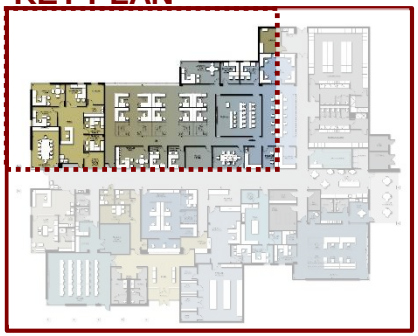






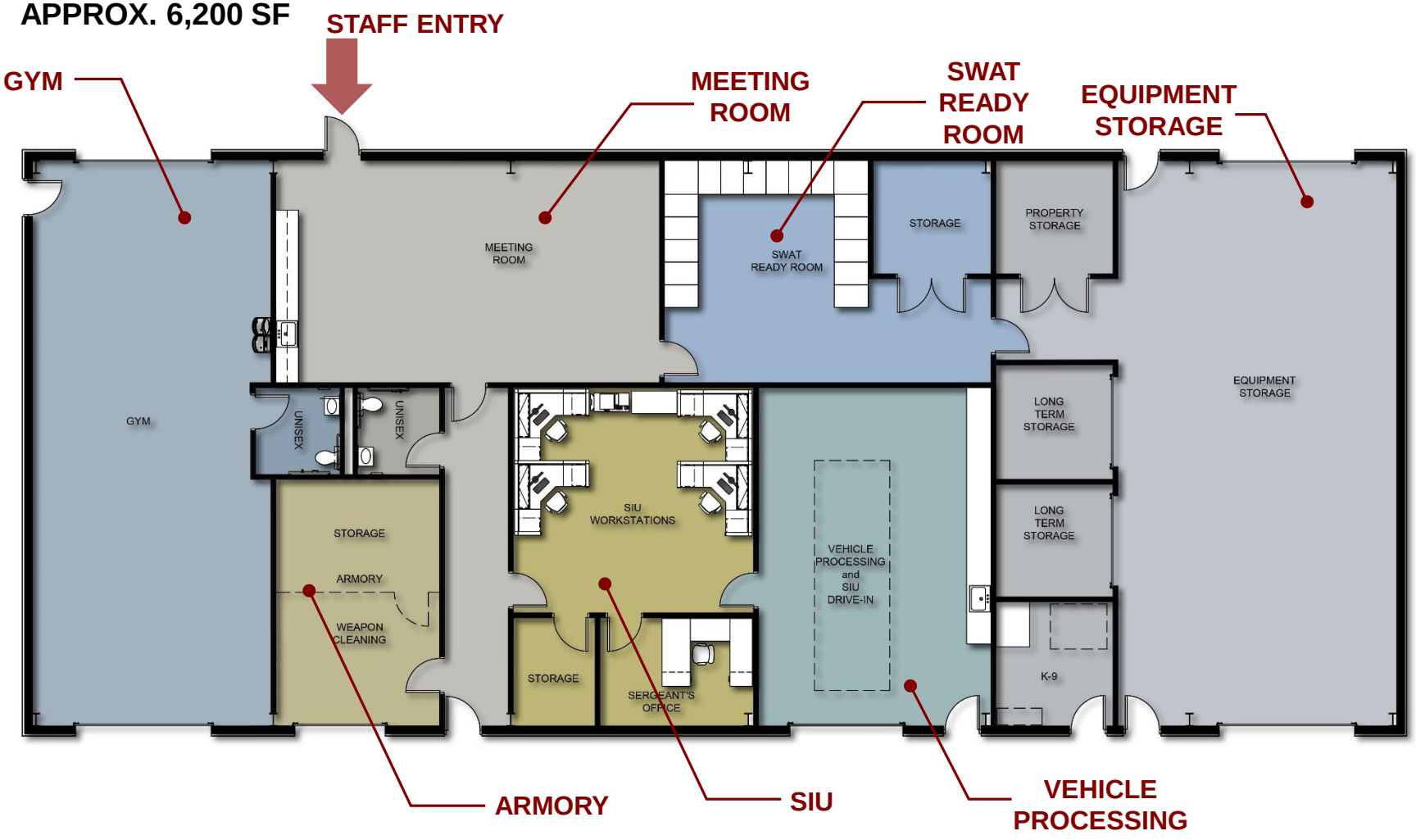
POLICE HQ – MAIN FACILTY LAYOUT CONCEPT

KEY PLAN



POLICE HQ – ANNEX FACILTY LAYOUT CONCEPT

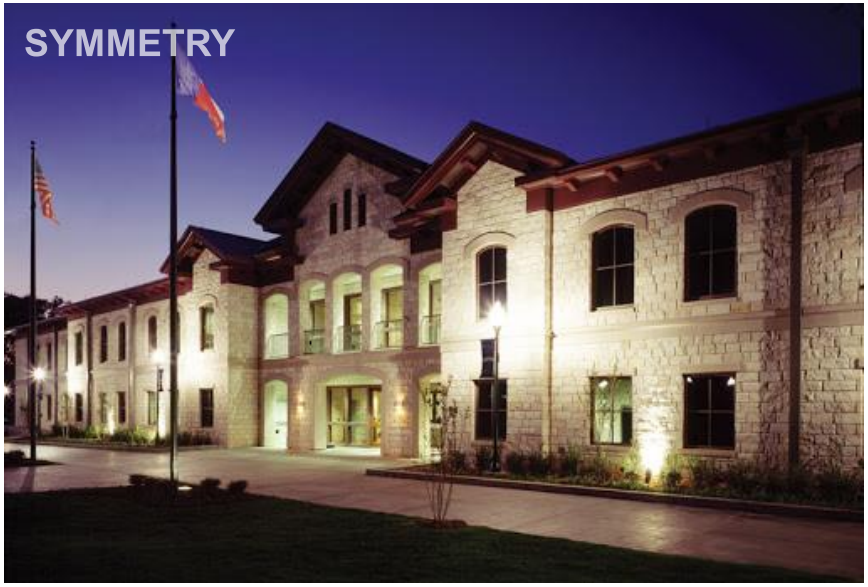
APPROX. 6,200 SF



ARCHITECTURAL STYLE – ESTABLISH A VISION

SHERMAN POLICE HEADQUARTERS

MUNICIPAL ARCHITECTURE – ESTABLISHING A VISION



TRADITIONAL STYLE

MUNICIPAL ARCHITECTURE – ESTABLISHING A VISION

CURRENT TRENDS

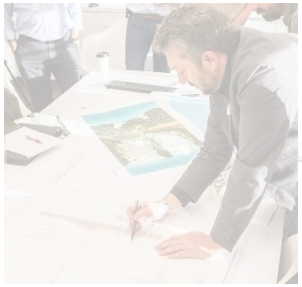
MUNICIPAL ARCHITECTURE – ESTABLISHING A VISION

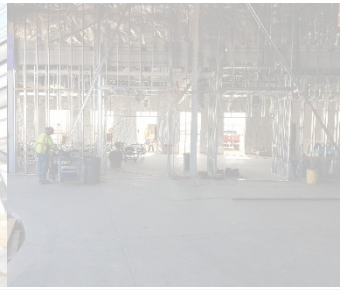
TIMELESS ELEMENTS

MUNICIPAL ARCHITECTURE – ESTABLISHING A VISION

SHERMAN ARCHITECTURE

PROJECT TIMELINE

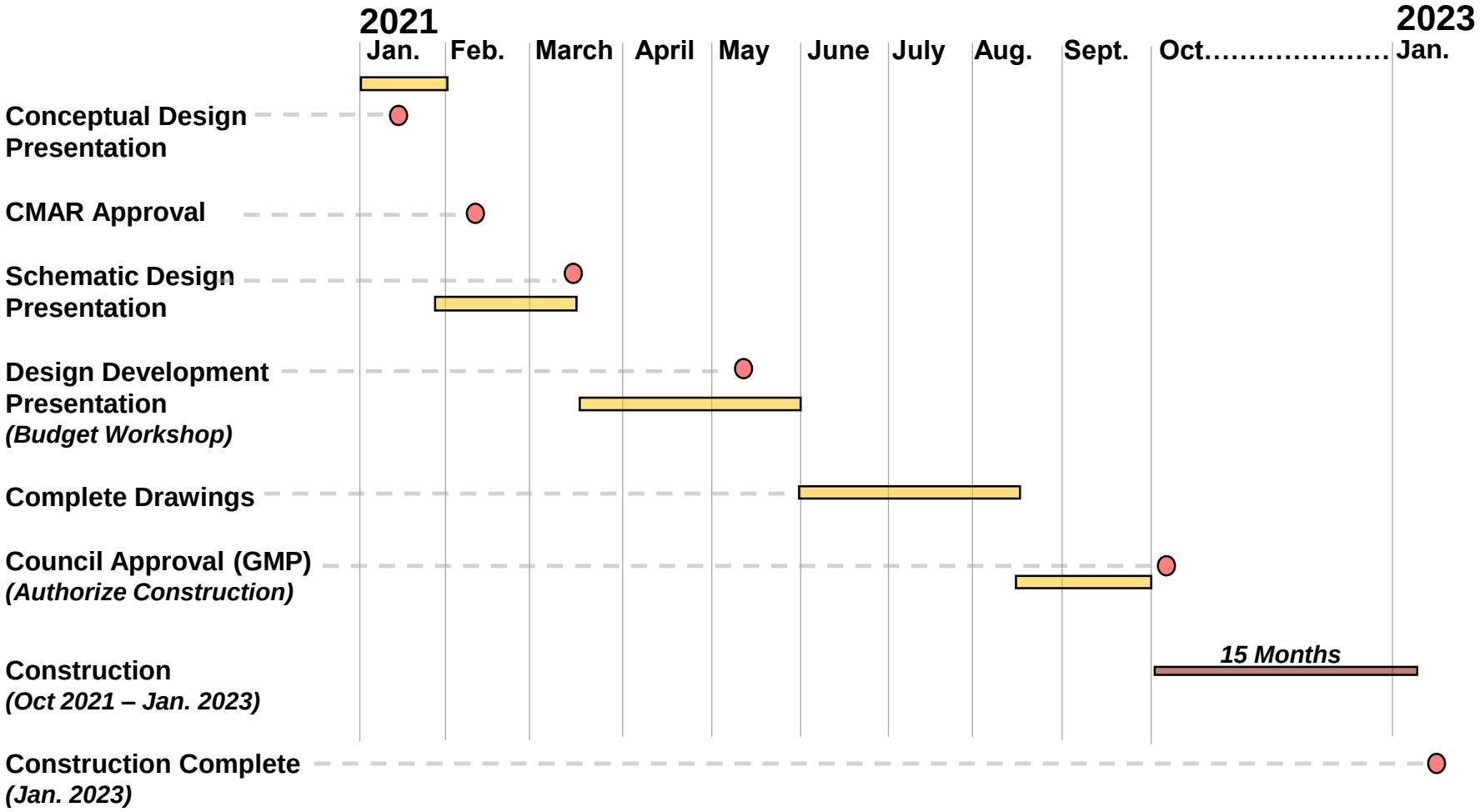




SHERMAN POLICE HEADQUARTERS

PROJECT TIMELINE

FACILITY ORGANIZATION



DEBT FINANCING DISCUSSION

DEBT CAPACITY

Debt capacity is function of:

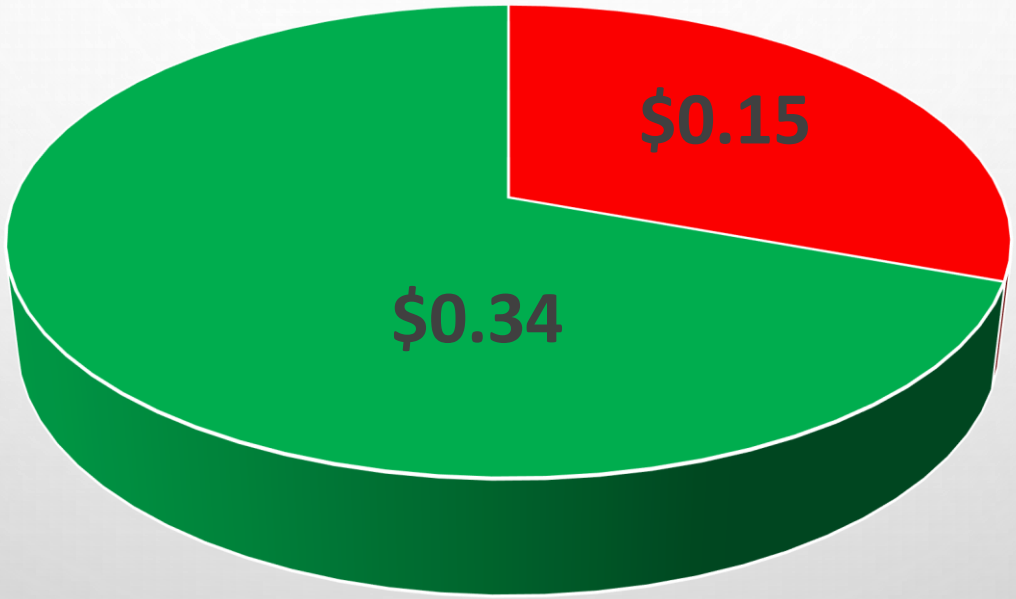
Property Tax Revenue

- Property Tax Rate - $.15 (I&S) + $.34 (M&O)
- Property Tax Base – currently $3.85 Billion
- Debt service cost (Debt Rate, length of debt term)

Every $____M in new value will support $1M in new debt:

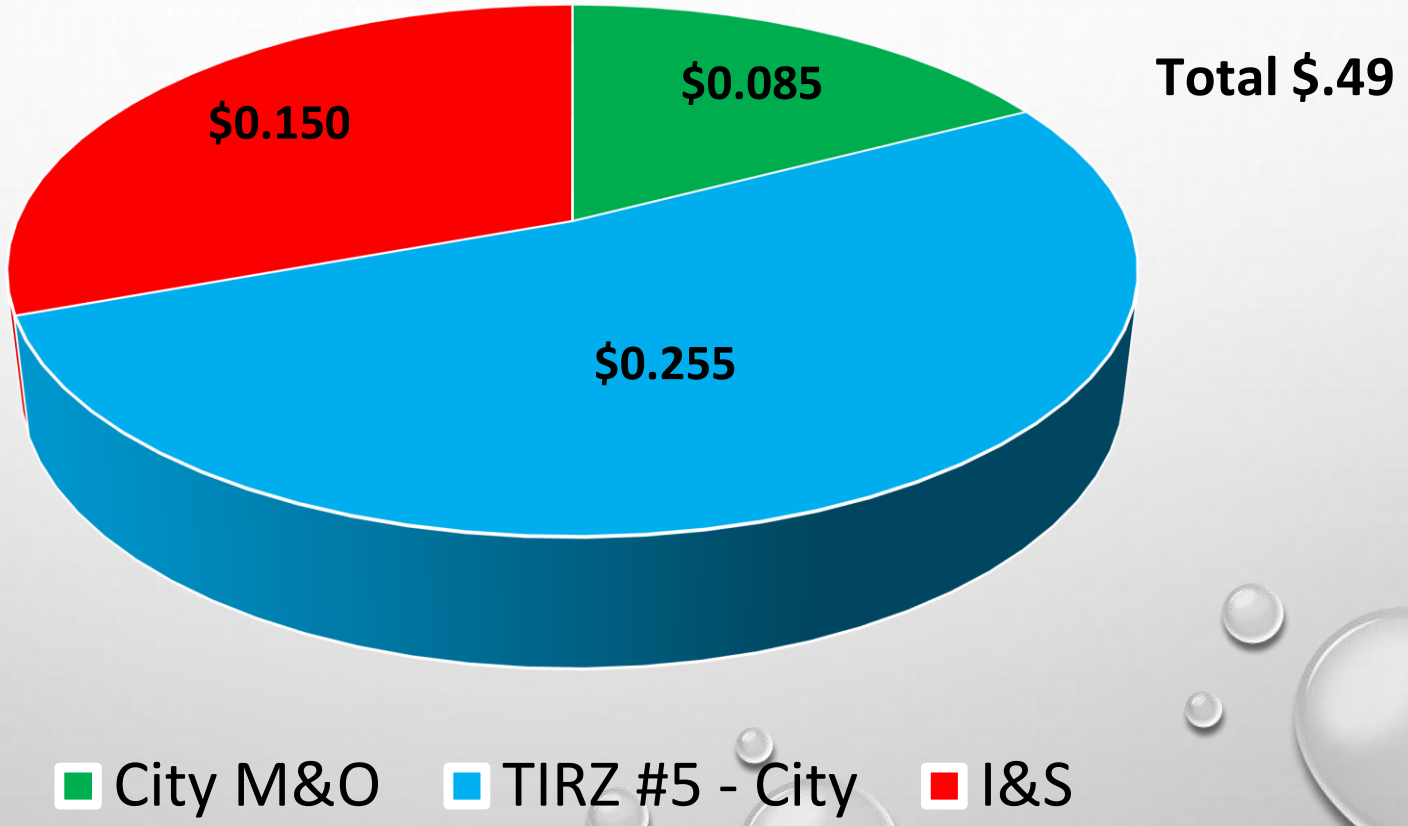
- I&S Rate ($.15) - $35 - 41 M
- Total City Rate ($.489) - $11 -13 M
- TIRZ #5 Rate ($.50) - $11 - 13 M
- TIRZ #7 Rate ($.33) - $16 - $19 M
- Total City + County TIRZ #5 ($.729) - $7 - 8 M

City Tax Rates (per $100)

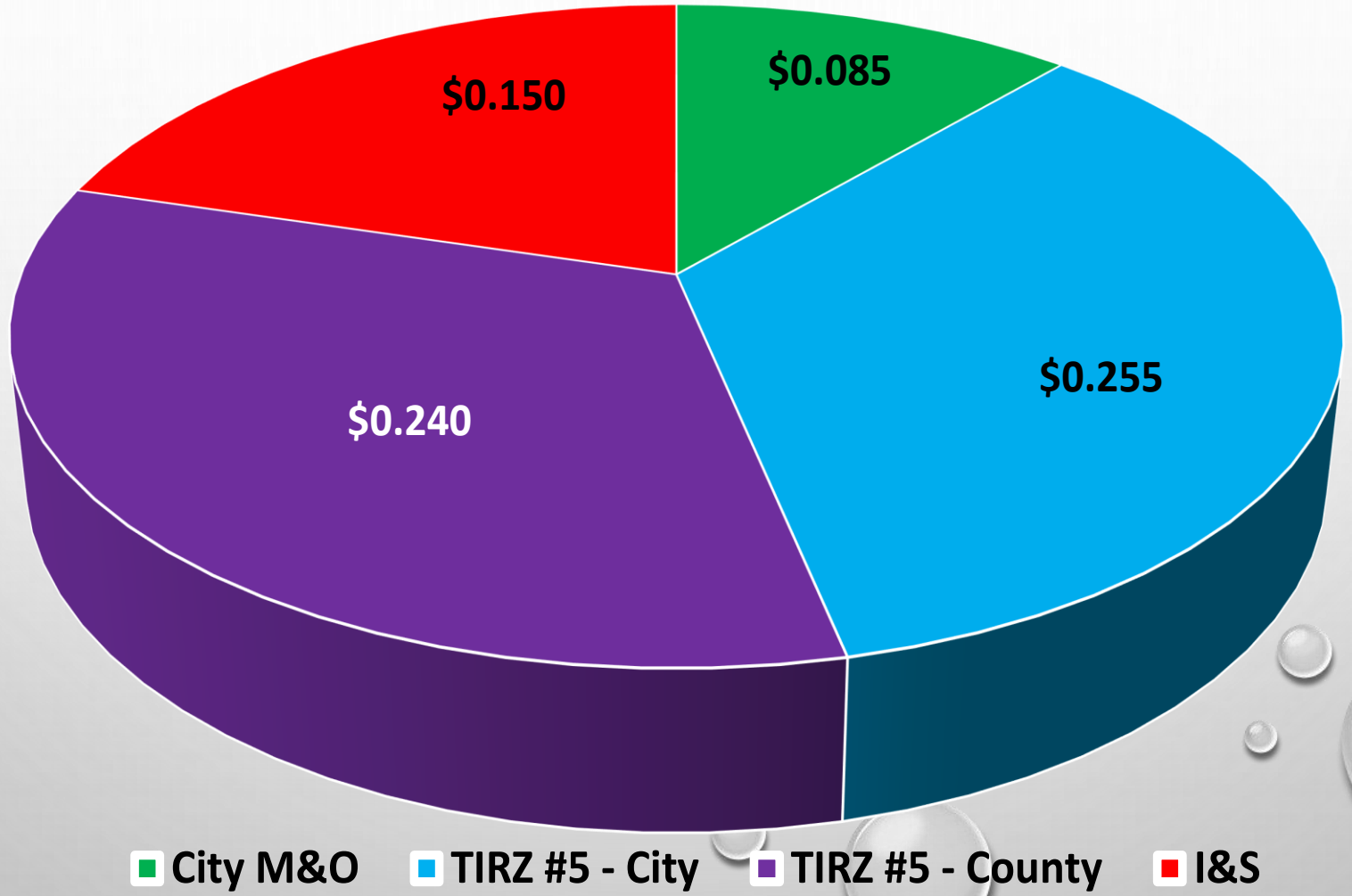


Total = $.49

TIRZ #5 Tax Rate Allocation - City



City + County Tax Rates in TIRZ #5



Total $.73

DEBT COST - CURRENT

20-Year CO (2.00%) = $61k/year per $1 million

25-Year CO (2.15%) = $52k/year per $1 million

Tax Notes – max 7 years – (.75%)

DEBT COST SNAPSHOT

Last Certificate of Obligation Issued was Summer 2019

- $19.1 million, 3.07%, 25 years
- Annual debt service cost is $1.1million
- Used for streets, parks

Current Bond Rate Environment

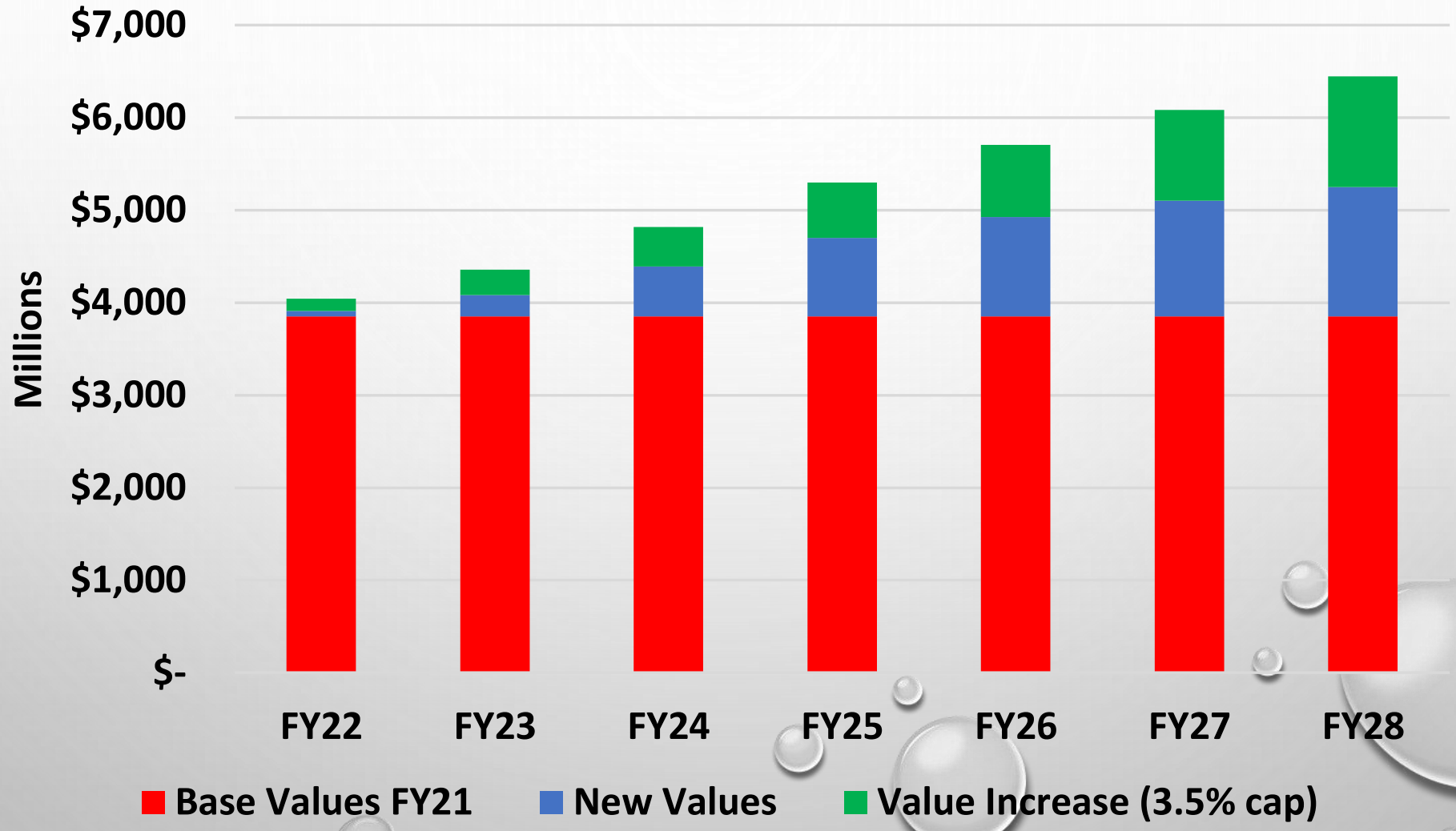
- Current 25-year debt rate is ~ 2%
- Rates will very likely NOT go down, but COULD go up
- **If 2019 CO was issued at today's rates, City would save $3.3 million in interest costs**
- **Savings would allow for additional $2.5 million in projects**

WILL RATES GO UP?

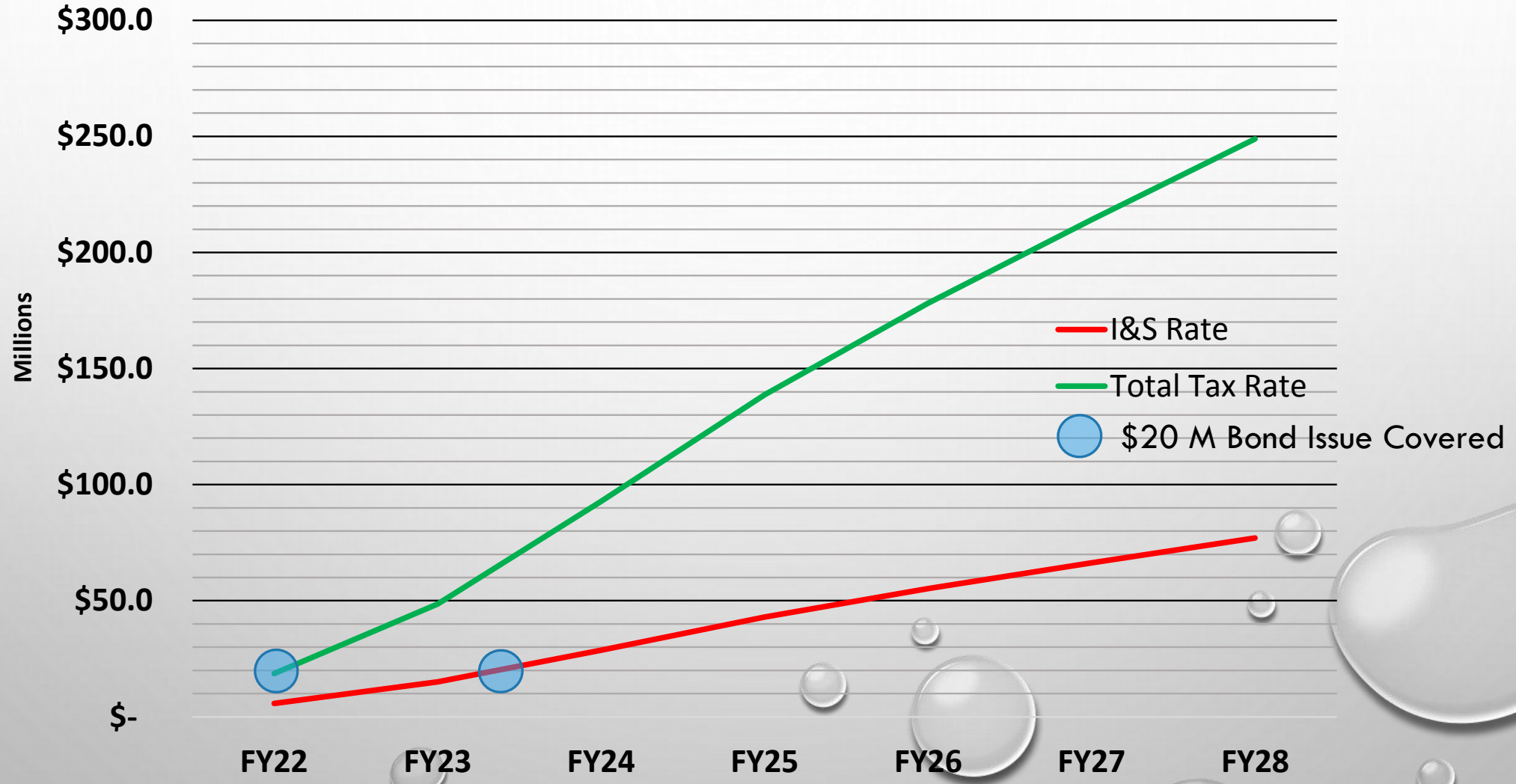
"*Muni bond prices fell [rates increased] slightly late last week alongside Treasurys following the outcome of two Georgia Senate runoffs [Democratic wins], on expectations that a higher-spending [Democrat-controlled] government will bring growth and inflation to the U.S. economy*"

Heather Gillers, WSJ, January 13, 2021

Taxable Value Projections



INCREASED DEBT CAPACITY - NEW VALUES (NO CHANGE IN TOTAL TAX RATE)



UPCOMING DEBT NEEDS

- Police HQ
- Major Roads/Infrastructure (esp. various TIRZ and/or Planned Developments)
- Parks (Phase II Pecan Grove, trails, OSP…)
- Other – Fire Station #6

PD FUNDING OPPORTUNITY

Project will be ready for construction in FY22

Estimated cost - $13M - $15M

Cost of debt

- 2019 CO rates - $6.7 million interest
- Current market rates - $4.2 million interest
- Savings $2.5 million over 25 years (assumes $15 million)
- Every 50bps = $1.1M on $15M in debt

OTHER FUNDING OPPORTUNITIES – TIRZ #7

Phase I – TIRZ #7

- Expected land sale proceeds now (before development starts) = $1.5 million +
- Expected land sale proceeds future 1-2 years (after development is underway) = $2.5 million +

Question: Do we issue Tax Notes now for $1.5 - $2.0 million (at a cost of $10k - $15k/year in interest) and wait 1-2 years for values to increase with development?

- Cost = $10k/year
- Benefit = $1Million gain +/-

RISKS OF ISSUING DEBT NOW VS. LATER

If we issue debt and never need it, we incur interest costs that we would never have needed, and it costs the City more $$.

If market interest rates decline, we will have issued debt at a higher cost than needed.

MITIGATING RISK

Be sure we issue debt for KNOWN immediate needs

Interest rates don't have much room to decrease

If we issue debt SOONER than we need it, there is no "extra" cost, we just incur the cost sooner.

SUMMING IT UP

Council Direction:

- ARE we issuing debt in the near future? and if so,
- WHEN should we issue debt? and
- For HOW MUCH (for which projects)?
- TIRZ #7 Opportunities – land sale now or wait?

COUNCIL INPUT AND DIRECTION

STATE OF TEXAS §

February 1, 2021

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Sherman Municipal Ballroom on February 1, 2021.

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

MEMBERS ABSENT: **NONE.**

CALL TO ORDER

CALL TO ORDER

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

APPROVE MINUTES

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of January 4, 2021. Council Member Melton moved to approve the Minutes, as presented; Second by Council Member Stevenson; All present voted AYE.
MOTION CARRIED.

CITIZEN'S COMMENTS

THANKS, FROM THE SHERMAN CHAMBER OF COMMERCE

THANKS, FROM THE SHERMAN CHAMBER OF COMMERCE

Eddie Brown, President of the Sherman Chamber of Commerce, thanked the City Council; Robby Hefton, City Manager; and Teri Fine, Assistant to the City Manager; for working with them over the past year providing for Cares Act funding. The funding helps provide programs such as the Sherman Strong Campaign, Take Out Tuesday, Thankful Thursday, and the Open for Business Campaign.

He said their generosity provided help for Sherman's small businesses in 2020. He thanked them for their assistance.

CONSENT AGENDA

CONSENT AGENDA

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

Mayor Plyler introduced Ordinance No. 6355 and called for a public hearing:

ORD 6355
SUP FOR OUTDOOR DISPLAYS
(3201 N. HWY 75)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW OUTDOOR DISPLAYS IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1 (75 & 82) OVERLAY DISTRICT AT 3201 NORTH U.S. HIGHWAY 75, SUITE 101, BEING LOT 1R-1, BLOCK 1 OF THE REPLAT OF LOT 1R OF SHERMAN CROSSING ADDITION (75/82 SHERMAN CROSSING, LTD, OWNER; TRACTOR SUPPLY, TENANT;

ONYX CREATIVE, ARCHITECT; AND AARON BLUE, REPRESENTATIVE); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00.

Rob Rae, Director of Development Services, said this item is for a Specific Use Permit to allow outdoor displays in a C-1 District.

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

No citizens appeared before the City Council to discuss Ordinance No. 6355.

Mayor Plyler introduced Ordinance No. 6356 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A TWO-FAMILY DWELLING (DUPLEX) IN AN R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT ON PROPERTY LOCATED AT 515 NORTH COLBERT AVENUE, BEING 0.276 ACRES IN THE C. CARTER SURVEY, ABSTRACT NO. 229, ALSO BEING ALL OF LOTS 118 AND 119, BELMONT ADDITION (JOSE CASTILLO TORRES AND CRISALID SERRANO GONZALES, OWNERS; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6356
SUP FOR DUPLEX
(515 N. COLBERT)

Mr. Rae said this agenda item is for an SUP to allow a two-family duplex, located in an R-1 District on Colbert Street. It is located near the old high school.

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

No citizens appeared before the City Council to discuss Ordinance No. 6356.

Mayor Plyler introduced Ordinance No. 6357 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW TWO-FAMILY, SINGLE-STORY PATIO HOMES WITH NO MORE THAN TWO STRUCTURES ATTACHED IN A GROUPING IN AN R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT/COLLEGE PARK OVERLAY DISTRICT ON PROPERTY LOCATED AT 910, 914, 916 AND 918 NORTH THROCKMORTON STREET, BEING LOTS 5, 6, 7 AND 8, BLOCK 5, W.P. CARTER'S ADDITION (LAZY L

ORD 6357
SUP FOR
PATIO HOMES
(910, 914, 916, 918
N. THROCKMORTON)

ENTERPRISES, OWNER; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae, said this item is for an SUP to allow two-family patio homes in an R-1 District, located at 910, 914, 916, and 918 North Throckmorton Street. This request is similar to one approved in 2017 in the 800 block of North Throckmorton Street.

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

No citizens appeared before the City Council to discuss Ordinance No. 6357.

Mayor Plyler introduced Ordinance No. 6358 and called for a public hearing:

ORD 6358 SUP FOR PATIO HOMES (2100 BLOCK OF W. MOORE ST)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW PATIO HOMES IN AN R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT ON PROPERTY LOCATED IN THE 2100 BLOCK OF WEST MOORE STREET, BEING LOTS 2-18, BLOCK A, LOTS 1-9, BLOCK B, LOTS 1-11, BLOCK H AND LOTS 10-20, BLOCK G OF THE PROPOSED THE GROVE ADDITION (SSCGC HOLDINGS, LLC, OWNER; GROVE ADDITION DEVELOPMENT JV, APPLICANT; CIVIL POINT ENGINEERS, CIVIL ENGINEER; AND UNDERWOOD DRAFTING SURVEYING, INC., SURVEYOR); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said this item was for an SUP to allow 48 patio homes in an R-1 District. There are currently 198 platted lots in this development.

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

No citizens appeared before the City Council to discuss Ordinance No. 6358.

Mayor Plyler introduced Ordinance No. 6359 and called for a public hearing:

ORD 6359 SUP FOR DUPLEXES (2100 BLOCK OF W. MOORE ST)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW TWO-FAMILY DWELLINGS (DUPLEXES) IN AN R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT ON PROPERTY LOCATED IN THE 2100 BLOCK OF

WEST MOORE STREET, TRACT 1: BEING 1.649 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 AND THE PROPOSED LOTS 12-20, BLOCK B OF THE GROVE ADDITION AND TRACT 2: BEING 3.183 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 AND THE PROPOSED LOTS 1-13, BLOCK J OF THE GROVE ADDITION (SSCGC HOLDINGS, LLC, OWNER; GROVE ADDITION DEVELOPMENT JV, APPLICANT; CIVIL POINT ENGINEERS, CIVIL ENGINEER; AND UNDERWOOD DRAFTING SURVEYING, INC., SURVEYOR); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said this item was for an SUP to allow 22 duplexes in The Grove Addition.

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

No citizens appeared before the City Council to discuss Ordinance No. 6359.

Mayor Plyler introduced Ordinance No. 6360 and called for a public hearing:

ORD 6360 ZONE CHANGE (2400-2600 BLOCKS OF W. TRAVIS ST)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT, GENERALLY LOCATED IN THE 2400-2600 BLOCKS OF WEST TRAVIS STREET, BEING 33.996 ACRES OF LAND IN THE PRESTON KITCHEN SURVEY, ABSTRACT NO. 667, AND THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (SSCGC HOLDINGS, LLC, OWNERS; BILL MAGERS, REPRESENTATIVE; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mr. Rae said this item was for a zone change from R-1 to C-1, located at the corner of Northgate Drive and West Travis Street.

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

No citizens appeared before the City Council to discuss Ordinance No. 6360.

The Public Hearing was closed.

<u>ADOPTION OF ORDINANCES</u>

<u>Ordinance 6355</u>

ORD 6355 SUP FOR OUTDOOR DISPLAYS (3201 N. HWY 75)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION

(5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW OUTDOOR DISPLAYS IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1 (75 & 82) OVERLAY DISTRICT AT 3201 NORTH U.S. HIGHWAY 75, SUITE 101, BEING LOT 1R-1, BLOCK 1 OF THE REPLAT OF LOT 1R OF SHERMAN CROSSING ADDITION (75/82 SHERMAN CROSSING, LTD, OWNER; TRACTOR SUPPLY, TENANT; ONYX CREATIVE, ARCHITECT; AND AARON BLUE, REPRESENTATIVE); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00.

Council Member Steele verified that the location of the SUP was at Tractor Supply, and he addressed the fenced storage area in the parking lot.

Mr. Rae said Tractor Supply came in for a site plan approval to put in a garden center, and improve their building on the south side. Part of the site plan included a location in their parking lot that indicated outdoor displays.

At that time, they were told they would need to get an SUP for the outdoor display. The O-1 (75 & 82) Overlay District requires that any outdoor displays be screened.

Council Member Steele verified that what they currently have in the parking lot, would be moved to a fenced in area. He questioned other locations that have displays outdoors, and said they are requiring Tractor Supply to screen their outdoor displays, but Lowe's, Wal-Mart, and Home Depot have a lot of outdoor storage in their parking lots. He asked if they were in violation or in compliance with the Overlay District.

Mr. Rae said currently, a few of those businesses are in compliance, and a few are not. He said Orscheln and Home Depot have an SUP for outdoor storage, and they are currently working with Lowe's to come into compliance.

Council Member Steele asked about the requirement for a certain number of parking spaces at these stores, and asked about them using these parking spaces for outdoor storage.

Mr. Rae said that is a part of their site plan review. They make sure there is enough parking for their facility. For example, Lowe's has enough parking, even with their outdoor storage.

Council Member Steele said he was in favor of screening, and as little outdoor storage as possible, but felt it was unfair to Tractor Supply to require them to screen their displays, when their competitors are not complying.

Mr. Rae said Tractor Supply actually ask for an exception to the rule for screening. They wanted to install a chain link fence, but the Planning and Zoning Commission tabled that request and took no action.

Council Member Steele did feel the outdoor displays needed to be screened with more than a chain link fence. He was more concerned about the requirement for them, but not for other businesses.

Council Member Teamann verified that Tractor Supply did not get the exception for a chain link fence, so they would have a solid fence for their outdoor storage. Mr. Rae said if they want to have the outdoor storage, they would need screening to be compliant. He added that their intention is to consolidate what they currently have in their parking lot into a location that is less "spread out."

Council Member Melton verified that the City was going to "stay on top" of the issue with the other businesses.

Council Member Teamann asked if feed was allowed to be stored in the parking lot, due to the rodent problem. Mr. Rae said the ordinance says "general merchandise" and he would have to verify whether or not that included feed or food products.

ACTION TAKEN.
Motion by Council Member Steele to adopt Ordinance No. 6355, as presented. Second by Council Member Teamann.
VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

Ordinance 6356 — **ORD 6356 SUP FOR DUPLEX (515 N. COLBERT)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A TWO-FAMILY DWELLING (DUPLEX) IN AN R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT ON PROPERTY LOCATED AT 515 NORTH COLBERT AVENUE, BEING 0.276 ACRES IN THE C. CARTER SURVEY, ABSTRACT NO. 229, ALSO BEING ALL OF LOTS 118 AND 119, BELMONT ADDITION (JOSE CASTILLO TORRES AND CRISALID SERRANO GONZALES, OWNERS; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Council Member Steele felt they needed to review the Patio Home Ordinance. Mr. Rae said there is currently a Planning and Zoning Commission subcommittee that will meet on February 12, 2021 to discuss possible changes to the ordinance.

Ordinance 6357 — **ORD 6357 SUP FOR PATIO HOMES**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION

(5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW TWO-FAMILY, SINGLE-STORY PATIO HOMES WITH NO MORE THAN TWO STRUCTURES ATTACHED IN A GROUPING IN AN R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT/COLLEGE PARK OVERLAY DISTRICT ON PROPERTY LOCATED AT 910, 914, 916 AND 918 NORTH THROCKMORTON STREET, BEING LOTS 5, 6, 7 AND 8, BLOCK 5, W.P. CARTER'S ADDITION (LAZY L ENTERPRISES, OWNER; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

(910, 914, 916, 918 N. THROCKMORTON)

Ordinance 6358

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW PATIO HOMES IN AN R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT ON PROPERTY LOCATED IN THE 2100 BLOCK OF WEST MOORE STREET, BEING LOTS 2-18, BLOCK A, LOTS 1-9, BLOCK B, LOTS 1-11, BLOCK H AND LOTS 10-20, BLOCK G OF THE PROPOSED THE GROVE ADDITION (SSCGC HOLDINGS, LLC, OWNER; GROVE ADDITION DEVELOPMENT JV, APPLICANT; CIVIL POINT ENGINEERS, CIVIL ENGINEER; AND UNDERWOOD DRAFTING SURVEYING, INC., SURVEYOR); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6358 SUP FOR PATIO HOMES (2100 BLOCK OF W. MOORE ST)

Ordinance 6359

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW TWO-FAMILY DWELLINGS (DUPLEXES) IN AN R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT ON PROPERTY LOCATED IN THE 2100 BLOCK OF WEST MOORE STREET, TRACT 1: BEING 1.649 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 AND THE PROPOSED LOTS 12-20, BLOCK B OF THE GROVE ADDITION AND TRACT 2: BEING 3.183 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 AND THE PROPOSED LOTS 1-13, BLOCK J OF THE GROVE ADDITION (SSCGC HOLDINGS, LLC, OWNER; GROVE ADDITION DEVELOPMENT JV, APPLICANT; CIVIL POINT ENGINEERS, CIVIL ENGINEER; AND UNDERWOOD DRAFTING SURVEYING, INC., SURVEYOR); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6359 SUP FOR DUPLEXES (2100 BLOCK OF W. MOORE ST)

Ordinance 6360 — **ORD 6360 ZONE CHANGE (2400-2600 BLOCKS OF W. TRAVIS ST)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT, GENERALLY LOCATED IN THE 2400-2600 BLOCKS OF WEST TRAVIS STREET, BEING 33.996 ACRES OF LAND IN THE PRESTON KITCHEN SURVEY, ABSTRACT NO. 667, AND THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (SSCGC HOLDINGS, LLC, OWNERS; BILL MAGERS, REPRESENTATIVE; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Ordinance Nos. 6356, 6357, 6358, 6359, and 6360, as presented. Second by Deputy Mayor Holland.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6697 -- AUTHORIZING APPROVAL OF RECEIPT OF A PETITION FROM TERRA PERPETUA, LLC TO CREATE A PUBLIC IMPROVEMENTS DISTRICT OVER APPROXIMATELY 278 ACRES OF LAND IN SHERMAN, TEXAS, ACKNOWLEDGING THE FILING OF THE SAME PETITION, AND AUTHORIZING THE CITY MANAGER TO ENGAGE A CONSULTANT TO ASSIST THE CITY IN DEVELOPING A FEASIBILITY REPORT REGARDING THE PROPOSED PUBLIC IMPROVEMENTS DISTRICT — **RES 6697 TERRA PERPETUA PUBLIC IMPROVEMENTS DISTRICT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING APPROVAL OF RECEIPT OF A PETITION FROM TERRA PERPETUA, LLC TO CREATE A PUBLIC IMPROVEMENTS DISTRICT OVER APPROXIMATELY 278 ACRES OF LAND IN SHERMAN, TEXAS, ACKNOWLEDGING THE FILING OF THE SAME PETITION, AND AUTHORIZING THE CITY MANAGER TO ENGAGE A CONSULTANT TO ASSIST THE CITY IN DEVELOPING A FEASIBILITY REPORT REGARDING THE PROPOSED PUBLIC IMPROVEMENTS DISTRICT.

Mr. Hefton said this is the next step in the creation of a Public Improvement District for the Bel Air Project. Steps in the past included appointing the consultant, Muni Cap, to set up the Planned Development.

Through a Master Development Agreement that was previously approved by the City Council, the City has a commitment to work with the developer to create this PID by June 2021.

This resolution validates the petition and says it is accurate and conforms with State law. The next step by the City would be the feasibility study by the consultant, and a series of

actions, that can probably be accomplished in one meeting, held before June 2021.

Council Member Teamann verified that the PID would be owned and managed by the developer and is not a City PID. Mr. Hefton said, technically, it has to be associated with a municipality or government, but all the assessments related to the PID are for the benefit of the developer. There will be no debt issued for which the City would be responsible. But as the government entity, the City is the one that has the authority to assess property owners.

Muni Cap has been hired to manage all the annual things that must be done, to set up and manage the PID, review the assessment rolls annually, and work with the Appraisal District and Grayson County to make the assessments.

Council Member Melton asked who would pay the consultant. Mr. Hefton said the PID includes the cost of the consultant and the City does not pay anything.

ACTION TAKEN.

Motion by Council Member Teamann to adopt Resolution No. 6697, as presented. Second by Deputy Mayor Holland.

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

RES 6698 CMAR FOR POLICE HEADQUARTERS

RESOLUTION NO. 6698 -- AWARDING A BID TO AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH THOS. S. BYRNE, INC. DBA BYRNE CONSTRUCTION SERVICES, AS CONSTRUCTION MANAGER-AT-RISK (CMAR), FOR THE CONSTRUCTION OF A NEW POLICE HEADQUARTERS FACILITY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH THOS. S. BRYNE, INC. DBA BYRNE CONSTRUCTION SERVICES, AS CONSTRUCTION MANAGER-AT-RISK (CMAR), FOR THE CONSTRUCTION OF A NEW POLICE HEADQUARTERS FACILITY.

Mr. Hefton said this is another step the City is making in the design and construction of the new Police Headquarters. The City has been using the Construction Manager-At-Risk format on many recent large projects. The CMAR identifies a firm, and provides an administrative function to get to the guaranteed cost. Once the Council approves a contract for construction, this firm would serve as the general contractor for the project.

The initial fee of $15,000, gets the City the "first level of service" for the design, done in enough detail to get a guaranteed, maximum price. At that time, the staff would come back to the Council with the final design and the

guaranteed maximum price, for them to consider a contract for construction.

Jason Jeffcoat, Assistant Police Chief, said they received 13 proposals for CMAR. The list was narrowed down to five by the staff and the architect. Individual interviews were then held with the five, and Thos. S. Bryne, Inc. was selected to present to the Council, as CMAR.

Council Member Melton said when looking at the bids, she was confused as to why this company was selected. Mr. Jeffcoat said one thing they rated high was this company's ability to get local resources, their ability to come in on budget, and their ability to come in under a timeframe.

Council Member Melton said another company came in better with the total points, and scored higher, and she still wondered why they recommended this company. Mr. Jeffcoat said they took into account the interviews.

Mr. Hefton explained that the matrix was used to reduce the proposals from 13 to five, and then they used other elements to interview the five, to get down to a "winner." Council Member Melton said whatever "changed the numbers" should have been listed on the proposal tabulations, especially since the numbers didn't show it."

Mr. Hefton clarified that it was actually a request for qualifications, not an RFP, which is based solely on price. For professional services, you evaluate the expertise, track record, references, and a company's worthiness and ability to do the job you want them to do. Then when it is narrowed down, you talk about the price. Price could also be negotiated at that point. He said, it's not the lowest price that "gets it," it's the best qualified.

Mayor Plyler said the Bryne Company had done a lot of law enforcement and police station facilities, which gave them additional points.

Council Member Melton said if the City was going by the scoring, she felt they were missing something on this form.

Mr. Hefton said they could have provided the steps, and then rescored the five finalists. Mayor Plyler said besides price and experience, you look at a company's specific experience in our area and you visit with other Police Chiefs. These things are not quantifiable.

<u>J.R. Evans, Vice President, Director of Operations, Byrne Construction Services</u>
Mr. Evans said Bryne Construction Services was founded in 1923 and is based in Fort Worth. They are the largest minority firm in Texas, and have a long history of building municipal projects.

He said they just completed a police headquarter system for the City of Azle and the City of Waxahachie, both in Texas. He said they are very familiar with getting local relationship participation on contractor bidding.

Council Member Steele asked if the company also had a relationship with the architectural firm. Aaron Babcock, from Hidell & Associates Architect, said they have worked with Byrne Construction Services on several projects in the past, and have experienced excellent results. He said they know the company, they are familiar with the company, and they provide excellent service.

ACTION TAKEN.
Motion by Council Member Steele to adopt Resolution No. 6698, as presented. Second by Council Member Teamann.
VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RES 6699
WWTP EQUALIZATION BASIN IMPROVEMENTS

RESOLUTION NO. 6699 -- AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES/CONSULTANT AGREEMENT WITH PERKINS ENGINEERING CONSULTANTS, INC. FOR DESIGN OF THE POST OAK WASTEWATER TREATMENT PLANT EQUALIZATION BASIN IMPROVEMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES/CONSULTANT AGREEMENT WITH PERKINS ENGINEERING CONSULTANTS, INC. FOR DESIGN OF THE POST OAK WASTEWATER TREATMENT PLANT EQUALIZATION BASIN IMPROVEMENTS.
CONSENT AGENDA.

RES 6700
RESIDENTIAL TAX ABATEMENT (1227 S. BRANCH)

RESOLUTION NO. 6700 -- AUTHORIZING EXECUTION OF AN AGREEMENT WITH M&G HOME BUILDERS LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1227 SOUTH BRANCH 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 M&G HOME BUILDERS LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1227 SOUTH BRANCH STREET WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10).
CONSENT AGENDA.

REQ TO ADVERTISE CENTRAL FIRE STATION ROOF REPLACEMENT

REQUEST TO ADVERTISE ROOF REPLACEMENT AT SHERMAN CENTRAL FIRE STATION

The City Council approved the request to advertise for the replacement of the roof at Central Fire Station. The current roof has reached the end of its life and needs to be replaced.

Funding of $80,000 has been allocated in the current Capital Improvement Program Budget for the project.
CONSENT AGENDA.

OTHER BUSINESS

LUELLA 2 WOODBINE WELL REPAIRS

REPAIR AND REWORK THE LUELLA 2 WOODBINE WELL UNDER AN EMERGENCY DESIGNATION

Tom Pruitt, Utility Engineer, said the Luella 2 Woodbine Well has suffered a failure and is inoperable. The well currently produces about 4.4% of the City's groundwater supply.

From 2001 until 2018, the well had run 5,771 hours, but for the last two years, it has run 18,303 hours, about three times as much as it ran in the previous 17 years, an increase of 217%. This increase was likely due to the Water Treatment Plant's 72" raw water line being out of service. Because the 72" raw water line was out of service, all the City's groundwater wells ran a lot.

Council Member Melton confirmed that the pump is currently out of service and asked what the City is doing now. Mr. Pruitt said there are other wells that are currently working, and surface water is also online.

Council Member Melton confirmed that the City currently has enough water without the pump, and asked why they would want to spend $176,000 to repair it. Mr. Pruitt said if the raw water line goes down again, the City would need to run on only ground water. He said, last year, the City ran entirely on groundwater for many months.

Mr. Pruitt said there has been 76 well repairs in the last 35 years.

ACTION TAKEN.

Motion by Council Member Stevenson to approve the Emergency Designation to repair and rework the Luella 2 Woodbine Well, as presented. Second by Council Member Melton.

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

POTENTIAL DEBT ISSUANCE

RECEIVE PRESENTATION FROM CITY MANAGER ROBBY HEFTON REGARDING POTENTIAL DEBT ISSUANCE

Mr. Hefton said this was "round two" from a discussion that was held at the last Council Meeting concerning the potential for a debt issuance. They discussed issuing debt earlier than they originally planned because of favorable rates. Council had also directed the staff to prepare a list of projects that might be paid with the debt issuance.

Mr. Hefton displayed a list of possible projects for a bond issue, which included eight projects at a cost of $40 million. He said he was not asking for $40 million, he just identified

what he felt were the top priorities. The top five projects included the Police Headquarters, Crossroads/Hospital, Bel Air Phase II and/or Phase III, Heritage Ranch – Phase 1, and Moore Street – Park Street to Holly.

The list also included the Hwy 1417 ROW – SH 56 to US Hwy 75, Pecan Grove Park Ballfields – Phase II, and Moore Street Phase II – West Travis Street to FM 1417.

He also presented the most recent deals that other cities, with the same bond rating as Sherman, have received for their bond issuance. For 20-year COs, the City of Fate received 1.65%, and the City of Celina received 1.59%.

He also presented the annual cost per million dollars, for 20-years at 1.6%, which is $59,000 per year, per $1 million; and for 25-years at 1.8%, which is $50,000 per year, per $1 million.

Mr. Hefton gave them a timeline for issuance of the debt, which would provide CO Bond funding to the City on May 4, 2021. He said, even if they authorized the issuance tonight, it would still be three months before the money was in the bank.

He asked Council Members if they were interested in issuing COs, and if so, in what amount. He addressed the proposed projects, and said they would probably take them on a first come, first serve basis. The official statement for the bond is written in a fairly broad manner, which would allow some flexibility to manage the money for whatever project is of higher priority at the time.

Mr. Hefton said most of the proposed projects were General Improvement Fund types of projects, instead of utility projects. Except for new roads, those types of projects are done through the Greater Texoma Utility Authority. Generally speaking, the City doesn't issue Certificates of Obligation to do water projects. They might be included in a CO bond packet, if they were a water line under a new street.

He also said, the proposed project list is also not an exhaustive list of the Capital Improvement Projects, but is a list of prioritized, general improvement types of projects that they would use money for if approved.

Council Member Melton asked how they arrived at the project ranking.

Mr. Hefton said from past Council discussions. He referenced the CIP project list and said most of these projects also appear on that list, except Heritage Ranch, which recently came up, but is moving very quickly. He said the ranking was based on projects that the Council discussed in the past, from the CIP list, and from what is going on today with these projects and what will be the first ones to need funding.

He said he would like to complete the Pecan Grove Park Ballfields, however it wasn't ranked higher because it's not a necessity. He added that timing was key in prioritizing the projects. He said the Moore Street project can start because the road already exists. Some of the others don't have an existing road, which needs to be done on the "frontend."

Council Member Steele asked if authorized, when would they actually issue debt. Mr. Hefton said, debt would be issued on April 5, 2021. Plans and design on the Police Headquarters wouldn't be ready until June or July. Even though debt would be issued earlier, the City would not be paying for construction until later in the year.

Council Member Steele felt that, because of timing, Moore Street should be "bumped" ahead of the Crossroads/Hospital project. Mr. Hefton said those projects would be moving around within the list of priorities, because they are all presumed to happen within the next 12 months.

Council Member Steele felt that the bond issue was a great idea, and one the Council should be doing, but he did question the schedule of projects. He said they would be paying on the debt, and the Police Headquarters would not start for 10 months. He felt they needed to look at $28 million. He said the money would be sitting in the bank, not making any interest.

Mr. Hefton said the City's portfolio yield now was a little over 1.2%, annualized. He said 20-year debt is 1.6% and 25-year debt is 1.8%. That means there is less than 1% that the City would be getting on their investment, versus what it is costing them. The real cost is one-half of 1%.

Council Member Stevenson said why don't they speed up some of these projects, so they're not paying debt service on things that aren't happening.

Council Member Teamann said there are some projects on the list that Council hasn't even discussed. He mentioned the proposed hospital, saying the City isn't supposed to spend any money on that project. He felt it was premature to issue $5 million of debt on something they expect to spend nothing on.

He said the goal of the debt package would be $600,000 or $700,000 a year in debt service. He didn't feel the issue was on savings of interest, but on the cost of the debt service. He added that the property tax rate will be capped this year. This means any money spent unnecessarily or any debt issued on things the City doesn't do or need, will come out of the General Operating Fund, which could go against things like repairing roads or staff pay increases.

Council Member Teamann added that the City needed to be careful about issuing debt on things that aren't even "keyed up."

Mr. Hefton said the staff can't even define what the "ask" would be or what the project would be on the hospital, but the Council should know by the Budget Workshop, if this will be "a go" or not. If it is "a go," it will go extremely quickly. He said that project is also in TIRZ #5, which is generating more revenue.

Based on what is known now, Mr. Hefton presented an estimate of what taxable values will be created incrementally, from these projects. He also presented a slide showing the City's ability to issue debt, covered only by the additional taxable values. It showed the City's ability to afford debt over time, just with that new increment, and with the existing tax rate. There was no tax rate increase proposed.

Mr. Hefton said he was not asking for $40 million and didn't think the bond issuance should be $40 million. He also reminded Council Members that, they would issue the debt, but before any checks are written, the project would need to be approved by the City Council. This is not the approval to write checks, it is the approval to get the financing.

Council Member Teamann said there are some proposed projects on the list that they haven't even heard presentations on yet. Council Member Howeth reminded him that the projects are general and things will change. The wording is written general enough that if other projects arise, the money can be shifted around.

Mr. Hefton confirmed that the last CO bond issue was in 2019 for $19.1 million.

Mr. Hefton asked if Council Members "had an appetite" to issue anything, and they indicated that they did. Since the Council has indicated they want to move forward with the Police Headquarters, he felt that should be the starting point. Then, if they wanted to add any of the other projects to it, they could.

Council Member Melton said she thought the City wasn't going to spend anything on the hospital. Mr. Hefton said they don't know. The City might not spend anything, but they don't even have a design of what the road layout will be.

Generally, the road will be covered through the TIRZ, that is already created. Money is already set aside for that. But Council Member Stevenson said if they wait until they know what the cost will be, the interest rate will increase, and they will be spending more than they could have. He said they know they will spend money in the next 36 months. He said the City can borrow it cheaper now than if they wait.

Mayor Plyler said the City needed to "step out on faith" a little bit. He asked the Council to prioritize the potential projects, then as a Council, give a number for the bond issue, $20 million, $25 million, or $30 million. He said there are projects that may not come to fruition, so you are picking a number.

Mr. Hefton said the tax rate is capped by the State, except for the debt portion of it. For the 2022 Budget, the staff's intent is to not propose an increase in the tax rate. He asked the Council to give him a goal, and the staff will present a plan to meet that goal, and the staff will "live within whatever means they are given."

Council Member Howeth said Council Member Steele mentioned $28 million, and she asked how he got that number. He said he started with the Police Headquarters, then added $3 million for Moore Street, and $10 million for either Crossroads, Bel Air, or Heritage Ranch.

Council Member Teamann said the debt service difference between $15 million and $30 million, will be $700,000 per year, which "eats up" the entire savings on interest, just for the debt service.

Mr. Hefton said the Council should have a high level of confidence that these projects are going to happen, if they go above $15 million. But, from a staff standpoint, he said he is spending 80% of his time, every day, every week, on the top five projects in the list.

Council Member Teamann said if Crossroads, Bel Air, and Heritage Ranch, were removed from the list because they will be funded by a TIRZ, which of the remainder have a plan to complete in the next 12 months.

Mr. Hefton said, not likely on Moore Street, Phase II; Pecan Grove Park Ballfields is currently functioning without Phase II; FM 1417 ROW, Texas Department of Transportation doesn't have funding today to widen the roadway; and Moore Street, Phase 1 he did believe would move forward.

He said with every project paid through TIRZ, the City is leveraging their dollars for infrastructure, with County dollars. Those projects would be paid for with TIRZ dollars, not General Fund dollars.

Council Member Steele said it is more of an investment in growth. For example, he said there were several projects approved today on West Travis Street, that would not have happened if the City hadn't constructed that road. He felt they were not spending money, but were investing money. He said they had an opportunity to invest at the right time, put the money in the bank, and whichever project "rises to the top," that's what they fund.

Council Member Steele verified that there was no prepayment penalty on debt. Mr. Hefton said you can also use money borrowed to pay down the debt service.

Council Member Teamann said he liked the Police Headquarters project, and if there were any others that they were sure would be coming in the next 12 months, he would discuss it. Mr. Hefton said he didn't think they would know anymore in two weeks than they do tonight. He felt there would be more information for the Budget Workshop in June 2021.

Council Member Howeth felt they should go for a bond issue of $30 million, and she felt that interest rates would increase.

Council Member Stevenson agreed with $30 million, saying that was the number he was thinking about too. He said, during the worst pandemic in 100 years, residential construction in North Texas was up 18% last year. In this quarter, it looks like residential construction will be up 10% over the first quarter last year. In six months, the City has already had three Planned Development applications, and in the next 12 months, he expected there would be two or three more. He felt rates would increase and it was the smart thing to do to borrow the money now.

Council Member Melton said she was not for borrowing money, especially when you don't know where the economy will be. But it makes her feel better, that the money that is borrowed can be used to pay the debt service. Mr. Hefton said any source can be used to pay the debt service.

Deputy Mayor Holland agreed, saying they could get the money and would have it if they needed it.

Council Member Teamann said he was at $15 million, but "understood their logic."

Mayor Plyler felt everyone was okay at $30 million for the bond issue.

PROJECT UPDATE

<u>RECEIVE AN UPDATE ON THE CITY OF SHERMAN'S ONGOING PROJECTS</u>

Nate Strauch, Community and Support Services Manager, presented a drone video of the City of Sherman's ongoing projects. The video included the following projects:

- **Highway 75 GAP Project**
- **FM 1417 Construction**
- **Steeple Chase Drive**
- **Hilre Drive**
- **Moore Street**
- **Washington Meadows**
- **Bel Air**
- **Park Street**

- **Heritage Ranch**
- **Sherman Crossroads**
- **Gallagher Hospital**

Mr. Hefton addressed a section of FM 1417, flying south to Hwy 75. He said the City will ultimately need right-of-way for this stretch of improvement. He said the portion closest to SH 56 will probably be the most problematic to acquire, because it is the most developed.

Farther south, where it is less developed, he expected the ROW would be dedicated when the plats are filed, per City code.

REPLAT APPROVAL OF EAST HOLLEY ADDITION, BLOCK 1, LOT 1, A REPLAT OF PART OF LOT 6, BLOCK 1, HALL AND JONES ADDITION, BEING 0.115 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763, AND BEING A PART OF LOT 6, BLOCK 1, HALL AND JONES ADDITION; HOLLEY JOLLY HOMES LLC, OWNERS; JOSH HOLLEY, REPRESENTATIVE; AND PRESTON TRAIL LAND SURVEYING, SURVEYOR (821 NORTH EAST STREET)

APPROVE REPLAT EAST HOLLEY ADDITION (821 N. EAST ST)

The City Council approved the Replat of East Holley Addition, a 0.115 acre tract, located at 821 North East Street. The property is zoned an R-1 (One Family Residential) District and is located in the College Park Overlay District.

The owner was approved for a variance to allow a 35.75 foot lot width, 5,005 square foot area, by the Planning and Zoning Commission, in order to replat the property into one lot for residential development.

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

REPLAT APPROVAL OF LOT 5, BLOCK 3, SHERMAN TOWN CENTER, BEING LOT 5, BLOCK 3, SHERMAN TOWN CENTER; JMCR SHERMAN LLC, OWNERS; RAISING CANE'S RESTAURANTS, LLC, DEVELOPER; BENCHMARK DESIGN GROUP, LLC, CIVIL ENGINEER; AND FREEMAN SURVEYING & MAPPING, LLC, SURVEYOR (3700 NORTH U.S. HIGHWAY 75)

APPROVE REPLAT SHERMAN TOWN CENTER (3700 N. HWY 75)

The City Council approved the Replat of Lot 5, Block 3, of Sherman Town Center, located at 3700 North Hwy 75. The property is zoned a C-1 (Retail Business) District and located in the O-1 (75 & 82) Overlay District. The owners would like to replat the property into two lots for commercial development.

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

REPLAT APPROVAL OF LOTS 118 AND 119, BELMONT ADDITION, BEING 0.276 ACRES IN THE C. CARTER SURVEY, ABSTRACT NO. 229, ALSO BEING ALL OF LOTS 118 AND 119,

APPROVE REPLAT BELMONT ADDITION (5115 N. COLBERT)

BELMONT ADDITION; JOSE CASTILLO TORRES AND CRISALIDA SERRANO GONZALES, OWNERS; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR (5115 NORTH COLBERT AVENUE)

The City Council approved the Replat of Lots 118 and 119, Belmont Addition, a 0.276 acre tract, located at 5115 North Colbert Avenue. The property is zoned an R-1 (One Family Residential) District and the owner would like to replat the property into one lot for residential development.

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

CONSIDER REQUEST OF DOWNTOWN SHERMAN NOW TO TEMPORARILY CLOSE CERTAIN STREETS FOR "CRAFT THE NIGHT AWAY" ON SATURDAY, JUNE 19, 2021

CLOSE STREETS CRAFT THE NIGHT AWAY (JUNE 19, 2021)

The City Council approved the request of Downtown Sherman NOW to temporarily close certain streets for "Craft the Night Away" on June 19, 2021.

They are requesting to temporarily close Crockett Street and Travis Street, between Lamar and Houston Streets from 1:00 p.m. until 11:00 p.m. for the event.

The Street Department will provide barricades and cones, and the Solid Waste Department will provide trash receptacles. Downtown Sherman NOW will work with the Police Department to provide security officers for the event, and they have been instructed that emergency vehicle accessibility must be maintained throughout the closed street at all times.
CONSENT AGENDA.

MEDIA QUESTIONS

MEDIA QUESTIONS

There were no media questions.

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

ANIMAL CONTROL ADVISORY COMMITTEE (1)

ANIMAL CONTROL ADVISORY COMMITTEE

ACTION TAKEN.

Motion by Council Member Melton to appoint Dr. Ken Lawrence to the Animal Control Advisory Committee, for a term from February 2, 2021 to February 2, 2024, as presented. Second by Deputy Mayor Holland.

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

COUNCIL COMMENTS

SHERMAN ANIMAL CONTROL BOARD

ANIMAL CONTROL BOARD

Council Member Melton thanked the Police Department and Karen Wolff, Police Administrative Secretary, for their hard work with the Animal Control Board.

ANNOUNCEMENTS **ANNOUNCEMENTS**

Mayor Plyler announced the following:

- **Coffee with the Mayor will be held at 8:00 a.m., on February 5, 2021, at Legend Bank. Clint Philpott, Assistant City Manager, will provide updates on various highway projects.**

- **Sherman Main Street will sponsor the Annual Mardi Gras Celebration on February 13, 2021, in Downtown Sherman.**

- **The Sherman Chamber of Commerce will hold their Annual Awards Luncheon virtually this year with a livestream of the events beginning at 12:00 p.m. on March 26, 2021. Contact the Chamber of Commerce for more information.**

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

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

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

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

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

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

EMPLOYEE UNLESS THE OFFICER OR EMPLOYEE WHO IS THE SUBJECT OF THE DELIBERATION OR HEARING REQUESTS A PUBLIC HEARING

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

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

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

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 6:43 p.m.

On Motion duly made and carried, the Executive Session recessed at 7:04 p.m. and reconvened in Open Meeting.

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

ADJOURNMENT **ADJOURNMENT**
On Motion duly made and carried, the meeting adjourned at 7:06 p.m.

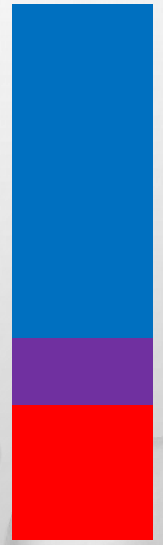
_____
MAYOR

_____
CITY CLERK

DEBT FINANCING DISCUSSION PART 2

NEEDS LIST

Rank	Project	Timing	Other Financing Source	Project Cost ($MM)	Annual Debt Svc Cost ($000)*	Priority	Proj. DS Coverage at buildout ($MM)
1	Police HQ	FY22	NA	$15	$ 750		NA
2/3	Crossroads/Hospital	FY22/23	TIRZ#5	$5	$ 250		$25
2/3	Bel Air Phase II &/or III	FY22/23	TIRZ#7	$5	$ 250		$31
4	Heritage Ranch - Phase I	FY22/23	TIRZ#??	$5	$ 250		$25
5	Moore Street - Park St to Holly	FY21/22	NA	$3	$ 150		$3
6	Hwy 1417 ROW - SH56 to US75	FY23+	NA	$3	$ 150		NA
7	Pecan Grove Park Ballfields - Phase II	FY23+	NA	$1	$ 50		NA
8	Moore Street Ph II - W. Travis to FM1417	FY23+	TIRZ#??	$3	$ 150		$19
				$40	**$2,000**		**$103**



* Assumes 25-year debt

DEBT COST – MOST RECENT

20-Year CO (AA S&P Rating) in January 2021

- City of Fate - 1.65%
- City of Celina – 1.59%

20-Year (1.60%) = $59k/year per $1 million

25-Year (1.80%) = $50k/year per $1 million

DEBT ISSUANCE TIMELINE

- Feb 15th – CC Meeting (Notice of Intent for CO's)
- April 5th – Bond sale and CC Acceptance – CC Meeting
- May 4th – CO Bond funding to City

COUNCIL INPUT AND DIRECTION

DEBT CAPACITY

Debt capacity is function of:

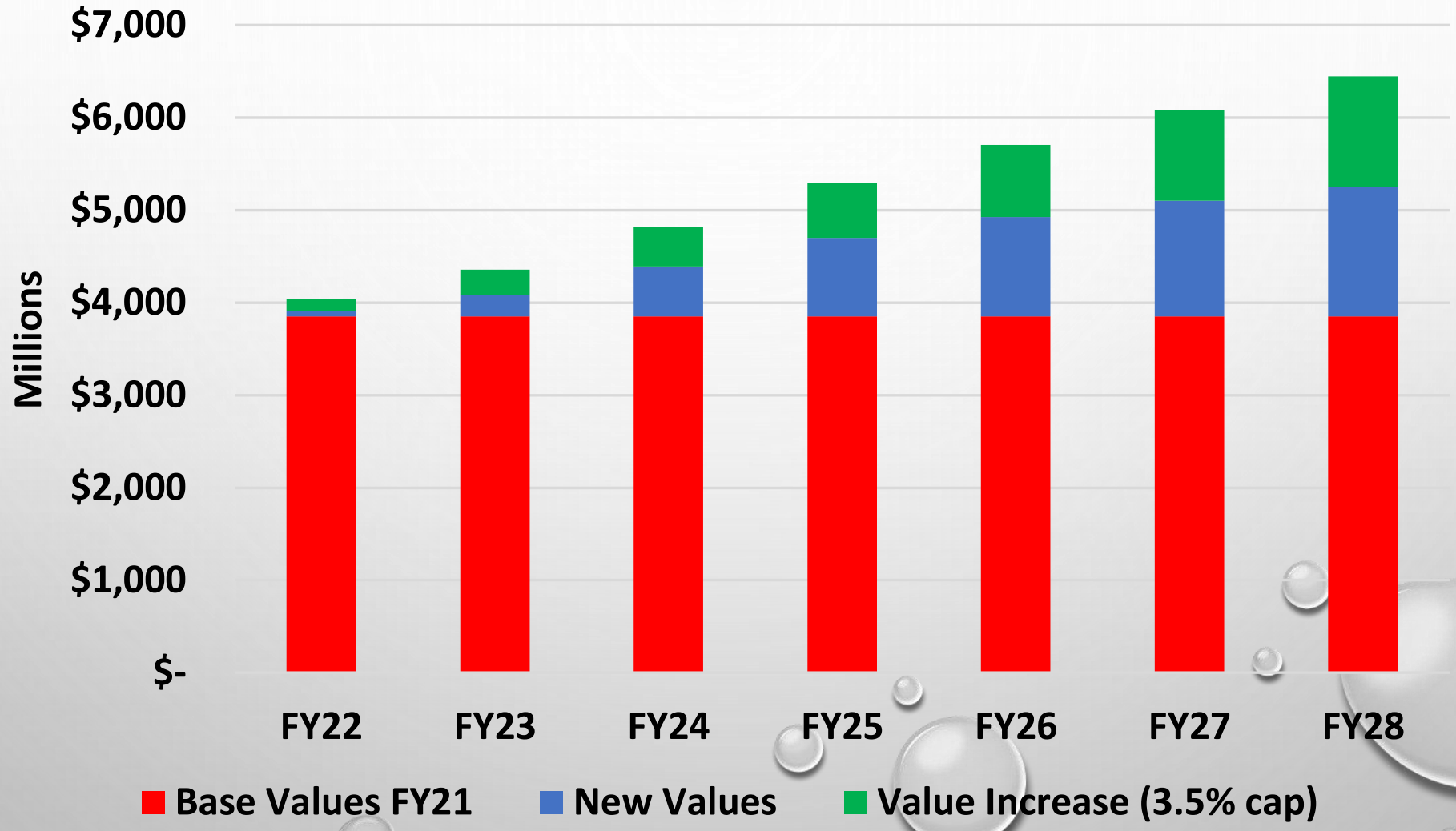
Property Tax Revenue

- Property Tax Rate - $.15 (I&S) + $.34 (M&O)
- Property Tax Base – currently $3.85 Billion
- Debt service cost (Debt Rate, length of debt term)

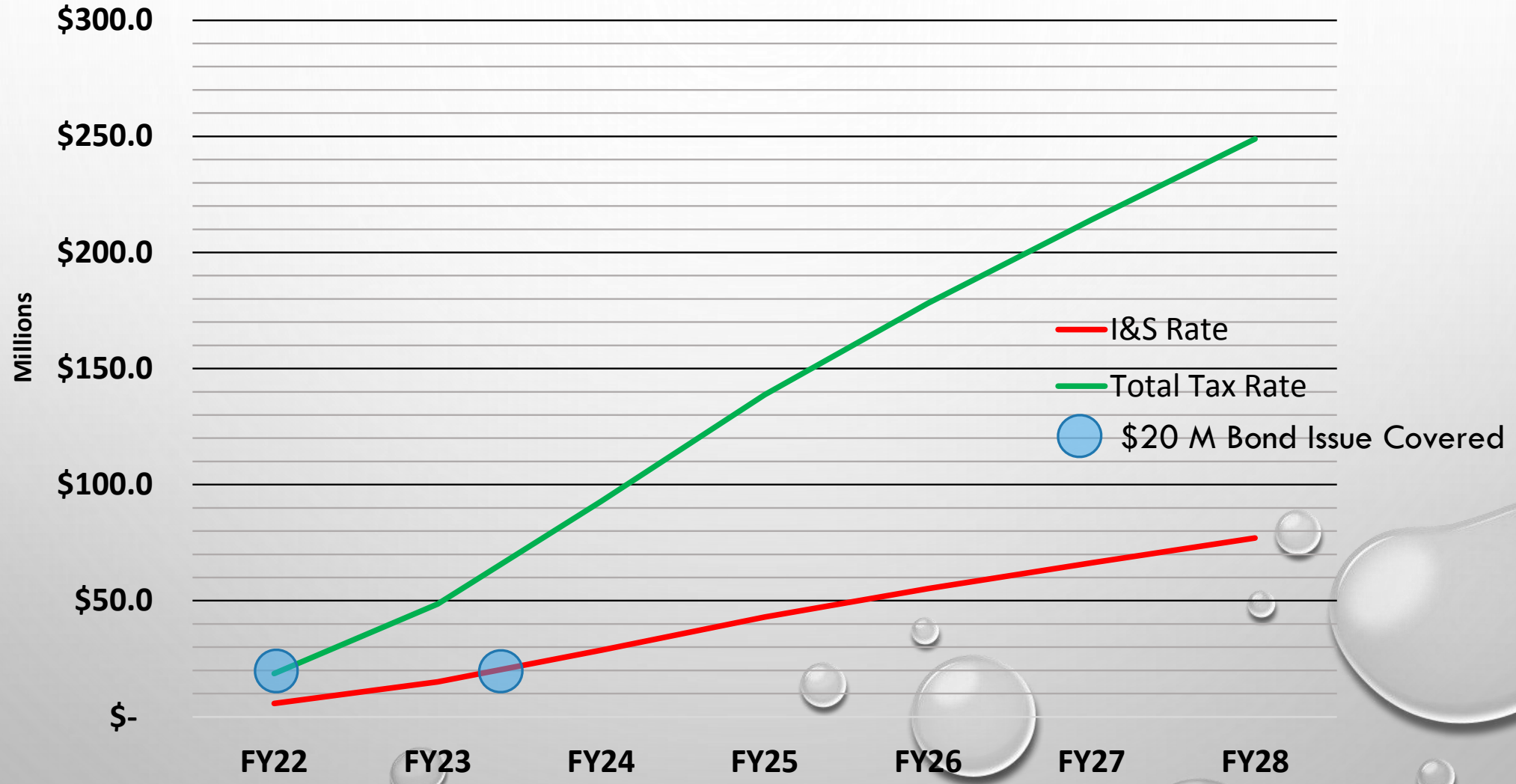
Every $____M in new value will support $1M in new debt:

- I&S Rate ($.15) - $35 - 41 M
- Total City Rate ($.489) - $11 -13 M
- TIRZ #5 Rate ($.50) - $11 - 13 M
- TIRZ #7 Rate ($.33) - $16 - $19 M
- Total City + County TIRZ #5 ($.729) - $7 - 8 M

Taxable Value Projections



INCREASED DEBT CAPACITY - NEW VALUES (NO CHANGE IN TOTAL TAX RATE)



SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 03/01/2021

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6361

Closing and Abandoning a Portion of the platted alley west of Lots 1 & 2, Block 3, Luckett Park Addition (Tract One) and a portion of the platted alley west of Lots 1-3, Block 4, Mildred Heights Addition (Tract Two) in the City of Sherman, Grayson County, Texas, as being shown In Volume 292, Page 52 and Volume 191, Page 1, Deed Records, Grayson County, Texas, and being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes; Conveying the Interest in said Alleys to the Surrounding Property Owner, Boys and Girls Club of Sherman, Inc.

Issue:

To consider approving the closure and abandonment of portions of alleys and conveyance to the surrounding property owner, Boys and Girls Club of Sherman, Inc.

Background:

This Ordinance will perform the necessary action to officially close and abandon the portions of alleys and prepare them for conveyance to the surrounding property owner, Boys and Girls Club of Sherman, Inc.

Origination:

Boys and Girls Club of Sherman, Inc., surrounding property owner

Financial Consideration:

None

Staff Recommendation:

It is recommended that the City Council approve the Ordinance closing and abandoning these portions of alleys and permitting its conveyance to Boys and Girls Club of Sherman, Inc., the surrounding property owner.

Alternatives:

As may be directed by City Council

Attachments

Ordinance No. 6361
Quit Claim Deed - Alley - Boys and Girls Club
Exhibit "A" as noted in both documents
Location Map
Map for Powerpoint

ORDINANCE NO. 6361

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING A PORTION OF THE PLATTED ALLEY WEST OF LOTS 1 & 2, BLOCK 3, LUCKETT PARK ADDITION (TRACT ONE) AND A PORTION OF THE PLATTED ALLEY WEST OF LOTS 1-3, BLOCK 4, MILDRED HEIGHTS ADDITION (TRACT TWO) IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS SHOWN IN VOLUME 292, PAGE 52 AND VOLUME 191, PAGE 1, DEED RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES; CONVEYING THE INTEREST IN SAID RIGHT-OF-WAY TO THE SURROUNDING PROPERTY OWNER, BOYS AND GIRLS CLUB OF SHERMAN, INC.; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman, Texas has received a request to close and abandon a portion of two alleys, as described herein; and

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

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

WHEREAS, the City Council has investigated and determined that the alleys are not essential to the safe and efficient flow of traffic in the area in which the alleys are located; and

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

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

SECTION 1. That the portion of the platted alley west of Lots 1 & 2, Block 3, Luckett Park Addition (Tract One) and the portion of the platted alley west of Lots 1-3, Block 4, Mildred Heights Addition (Tract Two) in the City of Sherman, Grayson County, Texas, as shown in Volume 292, Page 52 and Volume 191, Page 1, Deed Records, Grayson County, Texas, and being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes, shall be closed and abandoned.

SECTION 2. That it is the intent of the City Council that the City's rights and interests in such alleys are hereby vacated and shall vest in and to the abutting property owner(s) by appropriate conveyance of said right-of-way herein described.

SECTION 3. All presently existing water and wastewater lines and facilities, electric transmission and distribution lines and facilities, gas lines and facilities, communications lines and facilities and any other utility lines and facilities, if any, that are located in the alleys may remain in place despite this Ordinance and may continue to be used, repaired, enlarged and maintained in the ordinary course of business. Any person wanting removal of any existing utility line or facility must negotiate separately with the pertinent utility. Any person building in the alley without first reaching an agreement with a utility having lines or facilities in the alley does so at his own risk. After the date of this Ordinance, no utility may add new lines or facilities in the alley based on a claim that the alley is a public easement or right-of-way. The abandonment approved by this Ordinance does not relinquish any right arising other than from the plat or other instrument creating the public easement or right-of-way, nor does this Ordinance create new rights.

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

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

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

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

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

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

INTRODUCED on this the_____day of_____, 2021.

ADOPTED on this the _____ day of_____, 2021.

EFFECTIVE DATE on this the_____day of_____, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN
CITY ATTORNEY

QUITCLAIM DEED

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

THIS QUITCLAIM DEED, executed this ____ day of _____, 2021, by the CITY OF SHERMAN, a municipal corporation of the State of Texas, hereinafter called "Grantor," acting by and through its duly authorized City Manager, to BOYS AND GIRLS CLUB OF SHERMAN, INC., hereinafter called "Grantee";

WITNESSETH, that the said Grantor, for good consideration and for the sum of $10.00 paid by the said BOYS AND GIRLS CLUB OF SHERMAN, INC., the receipt whereof is hereby acknowledged, and pursuant to the authority of Ordinance No. _____ of the City of Sherman, Texas, passed and approved on the _____ day of _____, 2021, does hereby remise, release and quitclaim unto BOYS AND GIRLS CLUB OF SHERMAN, INC. forever, all the right, title, interest and claim which the said Grantor has in and to a portion of the platted alley west OF Lots 1 & 2, Block 3, Luckett Park Addition (Tract One) and a portion of the platted alley west of Lots 1-3, Block 4, Mildred Heights Addition (Tract Two) in the City of Sherman, Grayson County, Texas, as being shown in Volume 292, Page 52 and Volume 191, Page 1, Deed Records, Grayson County, Texas, and being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes, and improvements and appurtenances thereto in the County of Grayson, State of Texas, to wit:

SAVE AND EXCEPT that any easements are reserved for any and all existing utilities as may be now located in said above described property, with the right of ingress and egress to same to the purpose of operation, maintenance, or removal of such utilities until such shall be abandoned or relocated.

RELEASE. In accepting the quitclaim of this property, Grantee expressly accepts the property in its "as is" condition, with all of its faults and encumbrances, if any. Grantee RELEASES and forever discharges the Grantor, its officers, agents and employees from all rights, claims, demands, or causes of action, at law or in equity, Grantee has, or even can, shall, or may have in the future in connection with this transaction, including hazardous materials or environmental issues in, on or upon the property, if any. Grantee states that he is not relying

upon any representations or disclosures by the Grantor and none have been made in connection with this property. This release shall be binding upon Grantee's heirs, assigns and successors in interest.

IN WITNESS WHEREOF, the City of Sherman, Texas, a municipal corporation of Grayson County, Texas, has caused this instrument to be executed by its City Manager, on the this _____ day of _____, 2021.

CITY OF SHERMAN

BY:_____
ROBBY HEFTON,
CITY MANAGER

ACKNOWLEDGMENT

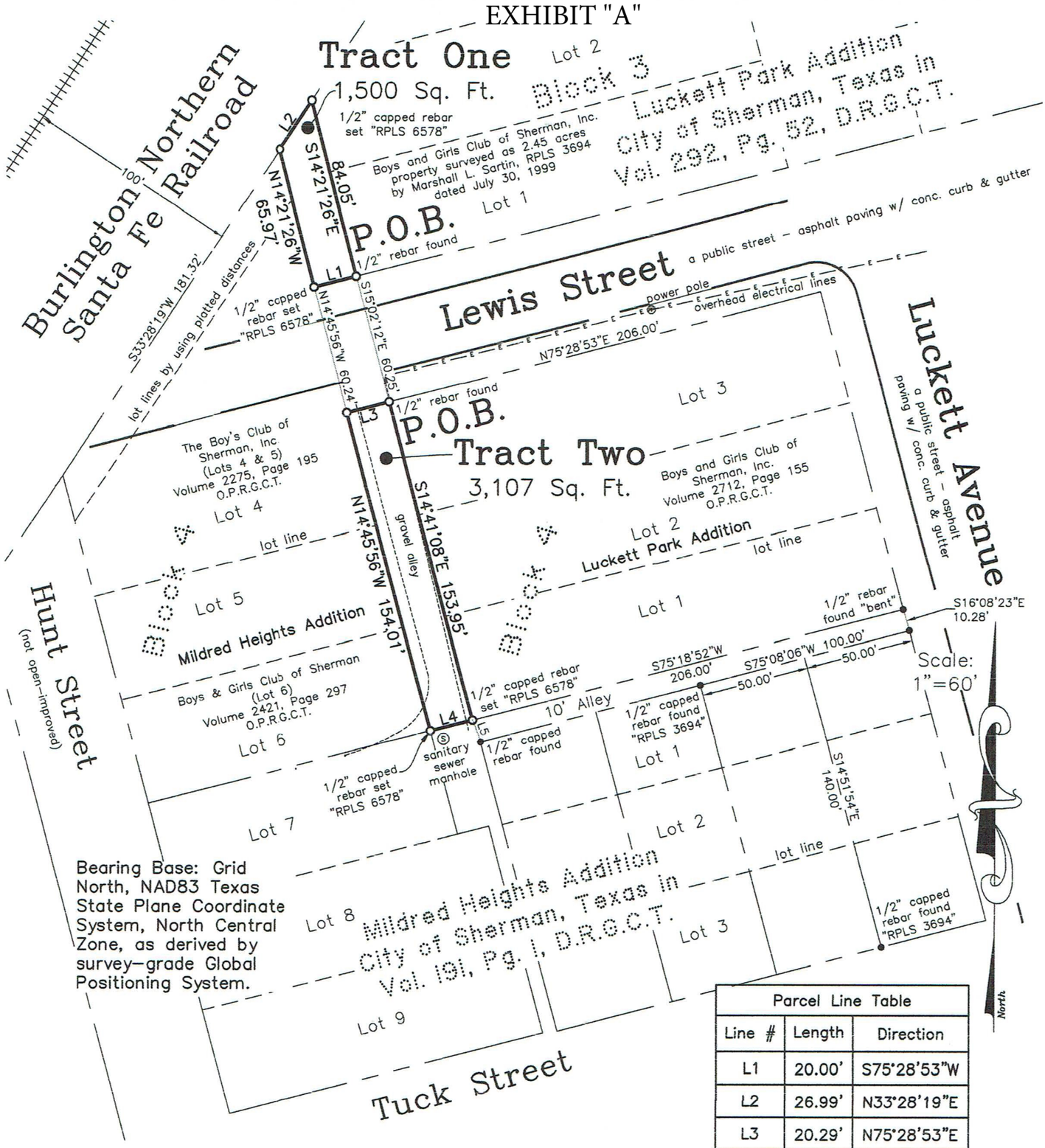
THE STATE OF TEXAS **§**
§
COUNTY OF GRAYSON **§**

BEFORE ME, the undersigned authority, in and for the State of Texas, on this day personally appeared Robby Hefton, City Manager, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Sherman, a municipal corporation of the State of Texas, and that he executed the same as the act of such corporation for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____day of _____, 2021.

_____
Notary Public in and for the State of Texas
My Commission Expires:_____

EXHIBIT "A"



Bearing Base: Grid North, NAD83 Texas State Plane Coordinate System, North Central Zone, as derived by survey-grade Global Positioning System.

Parcel Line Table		
Line #	Length	Direction
L1	20.00'	S75°28'53"W
L2	26.99'	N33°28'19"E
L3	20.29'	N75°28'53"E
L4	20.07'	S75°18'52"W
L5	10.97'	S20°32'06"E

Alley & Right-of-way Abandonment Survey

Owner: City of Sherman, Texas

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey complies with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Condition 2, TSPS Land Title Survey and is a true and correct representation of the property shown hereon to the best of my knowledge and belief. See Field Notes attached herewith.

Note: No title commitment was provided to undersigned surveyor during the course of this survey.

STATE OF TEXAS
REGISTERED
KATE A. WAGNER
6578
PROFESSIONAL
LAND SURVEYOR

Kate A. Wagner, R.P.L.S. No. 6578
Copyright Date: September 25, 2020

Job No. BGS140121

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph: (903) 463-6191 Fax: (903) 463-4088
Email: kate@helveywagnersurvey.net
Texas Board of Professional Land Surveying
Firm Registration No. 10088100

S:\Land Projects R2\1308-Lewis-Street-Sherman\Civil 3D\Abandoned-part-of-alley-and-street.dwg Layout: Legal-Portrait Plot Date Jan 8 21 Time: 10:35 AM

EXHIBIT "A"

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020
Ph: (903) 463-6191 · Fax: (903) 463-4088 · Email: kate@helveywagnersurvey.net
TBPLS Firm Registration No. 10088100
Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578

TRACT ONE
1,500 Square Feet

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the J.B. McAnair Survey, Abstract No. 763 and being a portion of a platted alley lying between Lots 1 and 2, Block 3, Luckett Park Addition to the City of Sherman, Texas, recorded in Volume 292, Page 52, Deed Records, Grayson County, Texas and Lot 4, Block 4, Mildred Heights Addition to the City of Sherman, Texas, as per plat of record in Volume 191, Page 1, said Deed Records and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at 1/2 inch rebar found at the intersection of the North right-of-way line of Lewis Street, a public street, with the East line of said alley, at the Southwest corner of said Lot 1, Block 3, Luckett Park and the Southeast corner of the herein described tract;

THENCE South 75 deg. 28 min. 53 sec. West, over and across said alley, a distance of 20.00 ft. to a ½ inch capped rebar set, stamped "RPLS 6578" in the East line of said Lot 4, Block 4, Mildred Heights and the West line of said alley, at the Southwest corner of the herein described tract;

THENCE North 14 deg. 21 min. 26 sec. West, with the East line of said Lot 4, Block 4, Mildred Heights and the West line of said alley, a distance of 65.97 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" in the South right-of-way line of the Burlington Northern Santa Fe Railroad, at the Northeast corner of said Lot 4 and the Northwest corner of both said alley and the herein described tract;

THENCE North 33 deg. 28 min. 19 sec. East, with the South right-of-way line of said Burlington Northern Santa Fe Railroad and the North line of said alley, a distance of 26.99 ft. to a point at the Northwest corner of said Lot 2, Block 3, Luckett Park and the Northeast corner of both said alley and the herein described tract;

THENCE South 14 deg. 21 min. 26 sec. East, with the West line of said Lots 1 and 2, Block 3, Luckett Park and the East line of said alley, a distance of 84.05 ft. to the **PLACE OF BEGINNING** and containing **1,500 SQUARE FEET** of land.

Kate A. Wagner, R.P.L.S. No. 6578
September 25, 2020

EXHIBIT "A"

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020
Ph: (903) 463-6191 · Fax: (903) 463-4088 · Email: kate@helveywagnersurvey.net
TBPLS Firm Registration No. 10088100
Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578

TRACT TWO
3,107 Square Feet

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the J.B. McAnair Survey, Abstract No. 763 and being a part of a platted alley lying between Lots 1, 2 and 3, Block 4, of Luckett Park Addition to the City of Sherman, Texas, recorded in Volume 292, Page 52, Deed Records, Grayson County, Texas, and Lots 4, 5 and 6, Block 4, Mildred Heights Addition to the City of Sherman, Texas as per plat of record in Volume 191, Page 1, said Deed Records and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at 1/2 inch rebar found at the intersection of the South right-of-way line of Lewis Street, a public street, with the East line of said alley, at the Northwest corner of said Lot 3, Block 4, Luckett Park and the Northeast corner of the herein described tract;

THENCE South 14 deg. 41 min. 08 sec. East, with the West lines of said Lots 1 thru 3, Block 4, Luckett Park and the East line of said alley, a distance of 153.95 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at the Southwest corner of said Lot 1 and the Southeast corner of the herein described tract;

THENCE South 75 deg. 18 min. 52 sec. West, over and across said alley, a distance of 20.07 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at the Southeast corner of said Lot 6, Block 4, Mildred Heights and the Southwest corner of the herein described tract;

THENCE North 14 deg. 45 min. 56 sec. West, with the East line of said Lots 4 thru 6, Block 4, Mildred Heights and the West line of said alley, a distance of 154.01 ft. to a point at the Northwest corner of the herein described tract;

THENCE North 75 deg. 28 min. 53 sec. East, over and across said alley, a distance of 29.20 ft. to the **PLACE OF BEGINNING** and containing **3,107 SQUARE FEET** of land.

Kate A. Wagner, R.P.L.S. No. 6578
September 28, 2020

Alley Abandonment - Boys & Girls Club

Alley Abandonment - Boys & Girls Club

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 03/01/2021

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6362

Closing and Abandoning the Platted Right of Way Identified as "Lila Street" in Sherman, Grayson County, Texas, as Shown in Volume 3, Page 63, Plat Records, Grayson County, Texas, Being More Particularly Described and Depicted in the Exhibit "A" Attached Hereto and Made a Part Hereof for all Purposes

Issue:

To consider approving the closure and abandonment of street right-of-way

Background:

This Ordinance will perform the necessary action to officially close and abandon the street right-of-way

Origination:

Mitchell Enterprises, Inc., surrounding property owner

Financial Consideration:

None

Staff Recommendation:

It is recommended that the City Council approve the Ordinance closing and abandoning this street

Alternatives:

As may be directed by City Council

Attachments

Ordinance No. 6362
Exhibit "A" as noted
Location Map
Map for Powerpoint

ORDINANCE NO. 6362

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING THE PLATTED RIGHT-OF-WAY IDENTIFIED AS "LILA STREET" IN SHERMAN, GRAYSON COUNTY, TEXAS, AS SHOWN IN VOLUME 3, PAGE 63, PLAT RECORDS, GRAYSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman, Texas has received a request to close and abandon certain right-of-way identified as "Lila Street," as described herein; and

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

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

WHEREAS, the City Council has investigated and determined that the right-of-way is not essential to the safe and efficient flow of traffic in the area in which the right-of-way is located; and

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

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

SECTION 1. That the platted Right-of-Way identified as "Lila Street" in Sherman, Grayson County, Texas, as shown in Volume 3, Page 63, Plat Records, Grayson County, Texas, and being more particularly described and depicted in the Exhibit "A" attached hereto and made a part hereof for all purposes, shall be closed and abandoned.

SECTION 2. That it is the intent of the City Council that the City's rights and interests in such right-of-way are hereby vacated and shall vest in and to the abutting property owner(s).

SECTION 3. All presently existing water and wastewater lines and facilities, electric transmission and distribution lines and facilities, gas lines and facilities, communications lines and facilities and any other utility lines and facilities, if any, that are located in the right-of-way being abandoned herein may remain in place despite this Ordinance and may continue to be used,

repaired, enlarged and maintained in the ordinary course of business. Any person wanting removal of any existing utility line or facility must negotiate separately with the pertinent utility. Any person building in the subject right-of-way without first reaching an agreement with a utility having lines or facilities in the subject right-of-way does so at his own risk. After the date of this Ordinance, no utility may add new lines or facilities in the subject right-of-way based on a claim that the subject right-of-way is a public easement or right-of-way. The abandonment approved by this Ordinance does not relinquish any right arising other than from the plat or other instrument creating the public easement or right-of-way, nor does this Ordinance create new rights.

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

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

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

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

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

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

INTRODUCED on this the_____day of_____, 2021.

ADOPTED on this the _____ day of_____, 2021.

EFFECTIVE DATE on this the_____day of_____, 2021.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

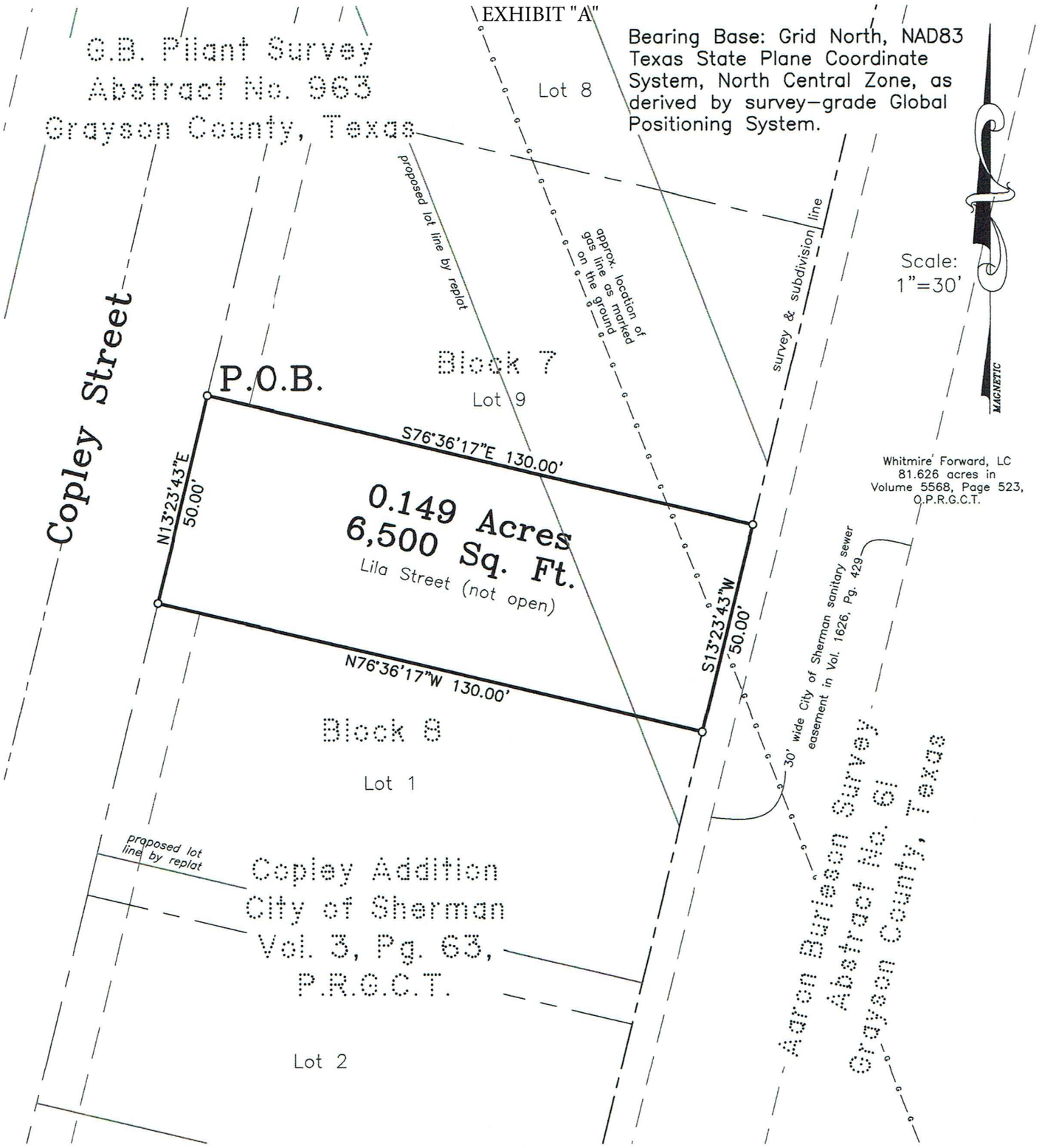
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN
CITY ATTORNEY

EXHIBIT "A"



Right-of-Way Abandonment
City of Sherman, Texas

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Condition 2, TSPS Land Title Survey and is a true and correct to the best of my knowledge and belief as shown hereon. Field Notes attached hereto.

STATE OF TEXAS
REGISTERED
KATE A. WAGNER
6578
PROFESSIONAL
LAND SURVEYOR

Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: January 28, 2021

Job No. BGS700121

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph (903) 463-6191 Fax (903) 463-4088
Email: helveywagnersurvey@gmail.com
Texas Board of Professional Land Surveying
Firm Registration No. 10088100

S:\Land Projects R2\Lila-Street-ROW-Abandonment\Civil 3D\Lila Street ROW Abandonment.dwg 1/28/2021 8:58 AM

EXHIBIT "A"

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020
Ph: (903) 463-6191 · Fax: (903) 463-4088 · Email: kate@helveywagnersurvey.net
TBPLS Firm Registration No. 10088100
Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578

FIELD NOTES
0.149 ACRES/6,500 SQUARE FEET

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the G.B. Pilant Survey, Abstract No. 963, and being all of that 50 ft. wide right-of-way for Lila Street (not open) dedicated to the public by Copley Addition to the City of Sherman, Texas as per plat of record in Volume 3, Page 63, Plat Records, Grayson County, Texas and being more particularly described by metes and bounds as follows, to-wit;

BEGINNING in the East line of Copley Street, a public street, at the Northwest corner of both said Lila Street and the herein described tract and the Southwest corner of Lot 9, Block 7, of said Copley Addition;

THENCE South 76 deg. 36 min. 17 sec. East, with the South line of said Lot 9 and the North line of said Lila Street, a distance of 130.00 ft. to a point in the West line of the Aaron Burleson Survey, Abstract No. 61 and the East line of said G.B. Pilant Survey, at the Southeast corner of said Lot 9 and the Northeast corner of both said Lila Street and the herein described tract;

THENCE South 13 deg. 23 min. 43 sec. West, with the West line of said Aaron Burleson Survey and the East line of both said Lila Street and G.B. Pilant Survey, a distance of 50.00 ft. to the Northeast corner of Lot 1, Block 8, said Copley Addition and the Southeast corner of both said Lila Street and the herein described tract;

THENCE North 76 deg. 36 min. 17 sec. West, with the North line of said Lot 1 and the South line of said Lila Street, a distance of 130.00 ft. to a point in the East right-of-way line of said Copley Street, at the Northwest corner of said Lot 1 and the Southwest corner of both Lila Street and the herein described tract;

THENCE North 13 deg. 23 min. 43 sec. East, with the East right-of-way line of said Copley Street and the West line of said Lila Street, a distance of 50.00 ft. to the **PLACE OF BEGINNING** and containing **0.149 ACRES and/or 6,500 SQURE FEET** of land.

Kate A. Wagner, R.P.L.S. No. 6578
January 28, 2021

Lila Street Abandonment

Lila Street Abandonment

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **C. 3.**

Meeting Date: 03/01/2021
Prepared By: Rob Rae, Director of Development Services
Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6363
Adopting a Revised Official Zoning Map

Issue:

To consider the adoption of a revised official zoning map

Background:

The City Planning and Zoning Commission and the City Council have previously changed the zoning of a number of properties in the City as permitted by law and Chapter 14 of the City's Code of Ordinances. The official zoning map was last adopted by Ordinance No. 6226 on July 15, 2019.

Origination:

Development Services

Financial Consideration:

None

Staff Recommendation:

It is recommended that the City Council adopt the revised official zoning map.

Alternatives:

No other alternatives are recommended.

Attachments

Ordinance No. 6363
Offical Zoning Map

ORDINANCE NO. 6363

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING A REVISED OFFICIAL ZONING MAP; PROVIDING A PENALTY CLAUSE, REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council have previously changed the zoning of a number of properties in the City as permitted by law and Chapter 14 of the City's Code of Ordinances; and

WHEREAS, the City Council now wishes to approve a revised zoning map reflecting all changes in zoning previously made;

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

SECTION 1. That, from and after the effective date of this Ordinance, the zoning map attached hereto as Exhibit "A" and incorporated herein for all purposes, hereby adopted as the official zoning map for the City of Sherman, superseding and replacing the official zoning map adopted on July 15, 2019, as part of Ordinance No. 2280 of the City of Sherman, Texas.

SECTION 2. That the Mayor is hereby authorized and directed to affix his signature to the new map and have his signature attested by the City Clerk.

SECTION 3. That all provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

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

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

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

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

INTRODUCED on this the _____ day of _____, 2021.

ADOPTED on this the _____ day of _____, 2021.

EFFECTIVE DATE on this the _____ day of _____, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN
CITY ATTORNEY

"Exhibit A"

Legend

City Limits

ShermGIS.DBO.SpecialDistrict

Representation: ShermGIS.DBO.SpecialDistrict_Rep

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

ShermGIS.DBO.TransportationCorridor

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Road Centerlines

"This is to certify that this Official Zoning Map supersedes and replaces the Official Zoning Map adopted July 15, 2019 as part of Ordinance No. 6226 of the City of Sherman, Texas."

ATTEST:

By: _____
Linda Ashby, City Clerk

CITY OF SHERMAN, TEXAS

By: _____
David Plyler, Mayor

City of Sherman Official Zoning Map

Sherman
CLASSIC TOWN. BROAD HORIZON.

0 1,650 3,300 6,600 9,900 13,200 Feet

N W E S

H:/ENGINEER/4 Zoning/OfficialZoningMapChambers.mxd

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **C. 4.**

Meeting Date: 03/01/2021

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6364

Establishing Maximum, Reasonable and Prudent Rates of Speed on Certain Portions of the U.S. Highway 82 Frontage Roads in the Corporate Limits of Sherman, Grayson County, Texas; Fixing Penalties for Violation Thereof; Declaring an Emergency

Issue:

The Texas Department of Transportation (TxDOT) is requesting speed limit changes on the U.S. Highway 82 Frontage Roads in Sherman's city limits, for the duration of their construction activities on Federal Aid Project No. NH2020(008).

Background:

On December 7, 2020, the City Council received an update from Paris District Engineer Noel Paramanantham on the various Texas Department of Transportation (TxDOT) projects along US Hwy 75, US Hwy 82, and FM 1417. With ongoing construction and traffic reroutes, TxDOT has deemed it necessary to reduce the speed limit within the construction limits until the completion of the project. The speed will be reduced from 50 MPH to 45 MPH on U.S. Highway 82 Frontage Road (east and west bound) from approximately 0.5 miles west of the Travis Street Bridge to approximately 0.5 miles east of Loy Lake Road.

Origination:

Texas Department of Transportation

Financial Consideration:

None

Staff Recommendation:

It is recommended that TxDOT's recommended speed limits be approved for construction purposes.

Alternatives:

As may be directed by the City Council

Attachments

Ordinance No 6364
Aerial Location Map
Speed Zone

ORDINANCE NO. 6364

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ESTABLISHING MAXIMUM, REASONABLE AND PRUDENT RATES OF SPEED ON CERTAIN PORTIONS OF THE U.S. HIGHWAY 82 FRONTAGE ROADS IN THE CORPORATE LIMITS OF SHERMAN, GRAYSON COUNTY, TEXAS; FIXING PENALTIES FOR VIOLATION THEREOF; DECLARING AN EMERGENCY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; 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, by authority and direction of the City Council of the City of Sherman, Texas, the Traffic and Operations Office of the Texas Department of Transportation determines the maximum, reasonable and prudent rates of speed for vehicles traveling upon the following named streets and highways and parts thereof, to facilitate the most effective use of said streets and highways and the safe and effective movement of vehicular traffic thereon;

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

SECTION 1. That no person shall drive a vehicle upon a public road, street and highway in the City of Sherman, Texas, at a speed greater than is reasonable and prudent under the conditions and circumstances then existing. Except when a special hazard exists that requires lower speeds for compliance with the above requirement, the limits hereinafter set out shall be lawful; but any speed in excess of the limits hereinafter set out for the streets and highways and portions thereof to which they apply shall be prima facie evidence that the speed is not reasonable or prudent:

> On U.S. Highway 82 Frontage Road (east and west bound) from approximately 0.5 miles west of the Travis Street Bridge to approximately 0.5 miles east of Loy Lake Road, a speed limit of forty five (45) miles per hour at all times until completion of the Texas Department of Transportation Federal Aid Project No. NH2020 (008) as evidenced, which is hereby approved by the Texas Department of Transportation.

SECTION 2. That any person violating the provisions of this ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a work zone fine not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00).

SECTION 3. That the fact that present traffic regulations are inadequate to control traffic in the area covered by this ordinance creates an emergency which is here and now declared, and all rules and regulations providing for the reading of ordinance is passed as an emergency measure and shall be in full force and effect from and after its passage and publication and after the installation of speed limit signs.

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.

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

INTRODUCED on this the _____ day of _____, 2021.

ADOPTED on this the _____ day of _____, 2021.

EFFECTIVE DATE on this the _____ day of _____, 2021.

CITY OF SHERMAN, TEXAS

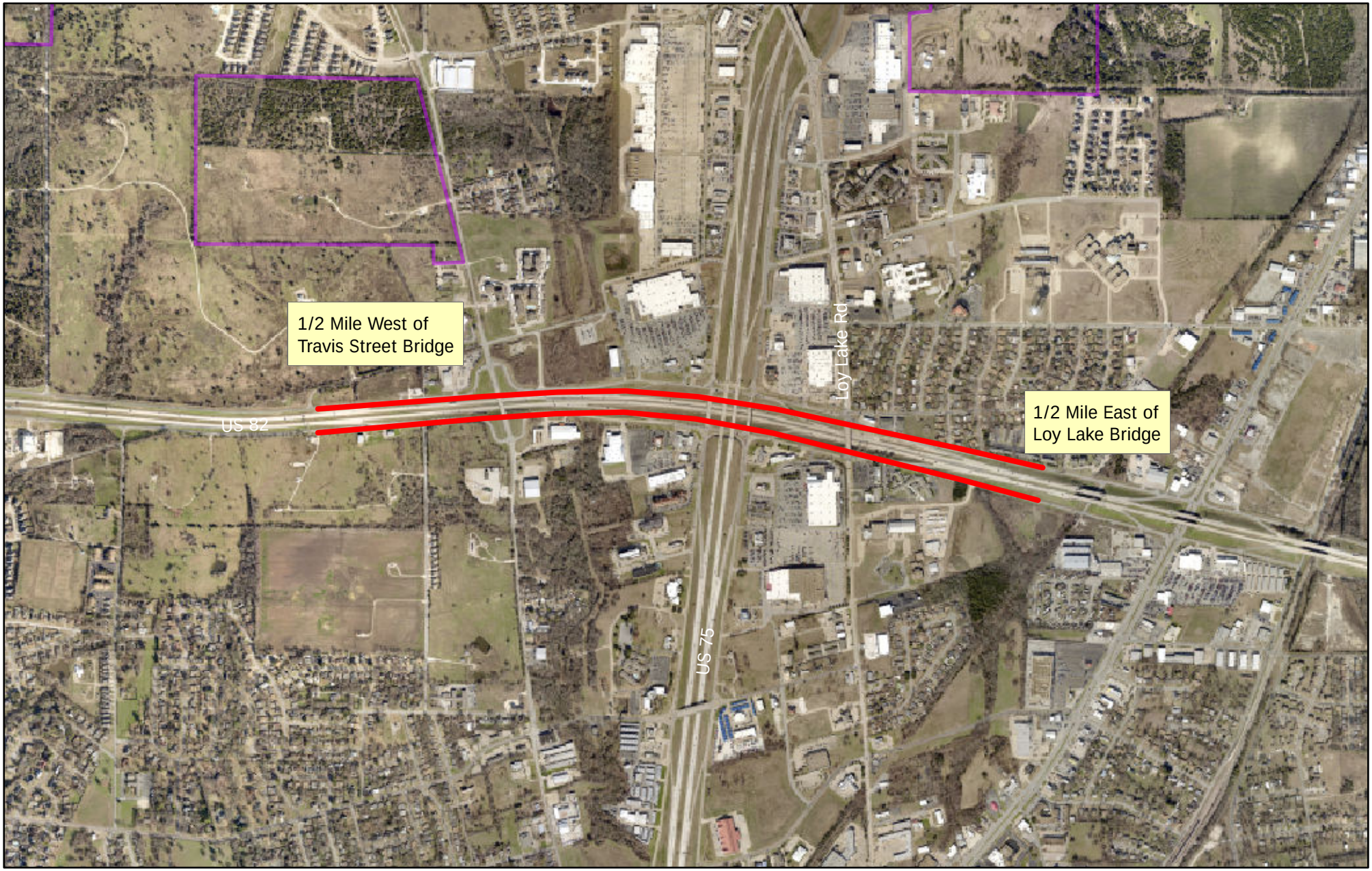
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN PITTMAN,
CITY ATTORNEY



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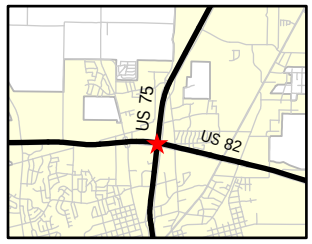
Sherman
ENGINEERING DEPT.
220 W. MULBERRY
SHERMAN, TX 75090

N
W E
S

City of Sherman

US 82 Frontage Roads Proposed 45 MPH Speed Limit During Construction



BEGIN PROJECT
CSJ: 0047-18-083
℄ US82
STA 1002+20.10

WEST BOUND FRONTAGE ROAD
EXIST ROW
℄ US82
995+00
1000+00
1005+00
1010+00
10+00
EAST BOUND FRONTAGE ROAD
EXIST ROW
FM 3118N TRAVIS ST
10+00
RAMP WBENUS75
N CINEMA DR
DRAIANGE EASEMENT
EAST FORK OF POST OAK CREEK
WEST BOUND FRONTAGE ROAD
EXIST ROW
115+00
15+00
120+00
20+00
125+00
US82 WBML
1025+00
US82 EBML
1020+00
1015+00
15+00
115+00
20+00
120+00
EXIST ROW
125+00
RAMP EBEXUS75
EAST BOUND FRONTAGE ROAD
DRAIANGE EASEMENT
MATCHLINE STA 1028+00.00

℄ US75
WEST BOUND FRONTAGE ROAD
EXIST ROW
EXIST ROW
130+00
135+00
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LA SALLE DR
EXIST ROW
150+00
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160+00
165+00
END PROJECT
CSJ: 0047-18-083
℄ US82
STA 1054+82.27
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1030+00
1035+00
US82 WBML
1040+00 US82 EBML
1045+00
1050+00
1055+00
1060+00
1065+00
20+00
25+00
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RAMP EBENUS75
EXIST ROW
EXIST ROW
130+00
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DRAINAGE EASEMENT
EAST BOUND FRONTAGE ROAD
LOY LAKE RD
MATCHLINE STA 1028+00.00
US 75

N

LEGEND

- PAVING LIMITS
- TRANSITION LIMITS
- BRIDGE LIMITS
- EXISITNG ROW

Existing 50 Miles/Hour

Proposed 45 Miles/Hour

0 150 300
HORIZONTAL SCALE IN FEET

STATE OF TEXAS
BRYAN J. ALLDREDGE
116211
LICENSED PROFESSIONAL ENGINEER

7/11/2019

© 2019 ®
Texas Department of Transportation

IEA
18383 PRESTON ROAD
SUITE 500
DALLAS, TEXAS 75252
(214) 884-4253
FIRM REGISTRATION No.
F-10161

US 75
PROJECT LAYOUT
MAINLANE US 82
BEGIN TO END

SCALE: 1"=300'
SHEET 7 OF 7

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
6	SEE COVER SHEET	0012

STATE	DISTRICT	COUNTY
TEXAS	PARIS	GRAYSON

CONT	SECT	JOB	HIGHWAY NO
0047	02	150. ETC	US 75

US75-RD-PL002.dgn

PLOT SCALE: 300.0000 ' / in.
7/11/2019 4:51:36 PM USER: wkent MODEL:Design
pw:\\teo-pw.bentley.com:teo-pw-01\Documents\2065C US-75 US-82 PSE\06 Production\6.2 Sheets\6.201 General\US75-RD-PL002.dgn

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **C. 5.**

Meeting Date: 03/01/2021

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6361, 6362, 6363 & 6364.

Issue:

D. 1. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6361**

Closing and Abandoning a Portion of the platted alley west of Lots 1 & 2, Block 3, Luckett Park Addition (Tract One) and a portion of the platted alley west of Lots 1-3, Block 4, Mildred Heights Addition (Tract Two) in the City of Sherman, Grayson County, Texas, as being shown In Volume 292, Page 52 and Volume 191, Page 1, Deed Records, Grayson County, Texas, and being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes; Conveying the Interest in said Alleys to the Surrounding Property Owner, Boys and Girls Club of Sherman, Inc.

D. 2. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6362**

Closing and Abandoning the Platted Right of Way Identified as "Lila Street" in Sherman, Grayson County, Texas, as Shown in Volume 3, Page 63, Plat Records, Grayson County, Texas, Being More Particularly Described and Depicted in the Exhibit "A" Attached Hereto and Made a Part Hereof for all Purposes

D. 3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6363**

Adopting a Revised Official Zoning Map

D. 4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6364**

Establishing Maximum, Reasonable and Prudent Rates of Speed on Certain Portions of the U.S. Highway 82 Frontage Roads in the Corporate Limits of Sherman, Grayson County, Texas; Fixing Penalties for Violation Thereof; Declaring an Emergency

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SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 03/01/2021

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6701

Authorizing the Purchase of a New 40 cubic yard Frontier Front Loader Body from Bridgeport Manufacturing for the Solid Waste Department through Houston-Galveston Area Council of Governments (H-GAC).

Issue:

To consider approval of a resolution to purchase a new 40 cubic yard Frontier Front Loader Body from Bridgeport Manufacturing through H-GAC for use within the Solid Waste Department.

Background:

The requested purchase will replace vehicle 648, a 2012 Mack Front Loader and with be used within the Solid Waste Department. This purchase was not planned for this current FY2021 year, but the manufacturing lead time on these vehicles is 15 months. In order to meet growing commercial solid waste demand, staff recommends ordering this vehicle now to ensure that it is put into service by mid-to-late FY2022. This vehicle was to be part of the fleet request for FY2022.

Purchasing through 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 new 40 cubic yard Front Loader Body will be purchased from Bridgeport Manufacturing for $118,999.00 through the H-GAC. A budget amendment would be needed to make this purchase, although payment for the purchase is not expected until FY2022. Funding will be provided through upcoming Tax Note issuance.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Front Loader Body through H-GAC.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6701
HGAC Agreement
Front Loader Quote

RESOLUTION NO. 6701

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 40 CUBIC YARD FRONTIER FRONT LOADER FROM BRIDGEPORT MANUFACTURING FOR THE SOLID WASTE DEPARTMENT THROUGH HOUSTON-GALVESTON AREA COUNCIL (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 Bridgeport Manufacturing through H-GAC a new 40 cu yd Frontier Front Loader at a total price of One Hundred Eighteen Thousand, Nine Hundred Ninety Nine Dollars ($118,999.00). 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 2020-2021 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF SHERMAN, TX on this the _____day of_____, 2021.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
NAME:_____
CITY ATTORNEY

HOUSTON-GALVESTON AREA COUNCIL
INTERLOCAL AGREEMENT

ILA NUMBER: 91-1539

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Interlocal Cooperation Act (Article 4413(32c) V.T.C.S.) by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 500, Houston, Texas 77027 and CITY OF SHERMAN, hereinafter referred to as the local government having its principal place of business at 400 N. RUSK, SHERMAN, TX 75090.

WITNESSETH:

WHEREAS, H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as Chapter 391 Texas Local Government Code; and

WHEREAS, H-GAC has entered into an agreement with the local government on the 18TH day of MARCH, 19 91 and

WHEREAS, the local government desires to purchase certain governmental administrative functions, goods or services; and

WHEREAS, H-GAC hereby agrees to perform the scope of services outlined in Article 5 as hereinafter specified in accordance with the Agreement, and

NOW, THEREFORE, H-GAC and the local government do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The local government warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The local government's governing body has authorized the signatory official(s) to enter into this Agreement and bind the local government to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2 APPLICABLE LAWS

H-GAC and the local government agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3 WHOLE AGREEMENT

The Interlocal Agreement and Attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 4 PERFORMANCE PERIOD

The period of this Interlocal Agreement shall be for the (balance of) fiscal year of the local government which begins 10/31/90, 19__ and ends 10/31/91, 19__. This contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the local government may make any payment due H-GAC beyond the fiscal year in which such obligation was incurred under this Agreement.

H-GAC or the local government may cancel this Agreement at any time upon 30 days written notice to the other party to this Agreement. The obligations of the local government, including its obligation to pay H-GAC for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the local government.

ARTICLE 5 SCOPE OF SERVICES

The local government appoints H-GAC its true and lawful purchasing agent for the purchase of certain materials and services through the Council's Cooperative Purchasing Program, as enumerated through the submission of a duly executed purchase order, order form or resolution. All material purchased hereunder shall be in accordance with specifications established by H-GAC.

The materials and services shall be procured in accordance with procedures governing competitive bidding by H-GAC; and at the unit prices and administrative fee as indicated in the current H-GAC Order Form and Price Lists.

Ownership (title) of material purchased shall transfer directly from the vendor to the local government. The local government agrees to provide H-GAC with documentation of receipt and acceptance of material within five (5) days of acceptance of same.

ARTICLE 6 PAYMENTS

The local government agrees that, upon the presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred in accordance with the terms of this Agreement, it shall pay H-GAC, from current revenues available to the local government during the current fiscal year, on or before the date of the delivery of materials and services to be provided under this agreement.

ARTICLE 7 CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

H-GAC may, from time to time, require changes in the scope of the services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8 TERMINATION PROCEDURES

Either H-GAC or the local government may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to the other party. In the event of such termination prior to completion of any purchase provided for herein, the local government agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this Agreement, including penalties, less payment of any compensation previously paid.

ARTICLE 9 SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not effect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10 FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgement, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11 VENUE

Venue and jurisdiction of any suit, or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

This instrument, in duplicate originals, has been executed by the parties hereto as follows:

CITY OF SHERMAN
Local Government

BY Talmadge M Buie

TALMADGE M BUIE
CITY MANAGER DATE 3/18/91

Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL

BY [signature] Date 7/27/91
Manager of Cooperative Purchasing

BY [signature] Date 8/3/91
March 28, 1991

Jack Steele
Executive Director

Bridgeport MANUFACTURING

QUOTE

PO Box 1212
Breckenridge, TX 76424
t. 940.683.5477

Number BMIQ3288

Date Nov 20, 2020

Bill To / Ship To

City of Sherman
Jimmy Mrozinski
811 South East Street
Sherman, TX 75090

Phone 903 892 7288

End User

City of Sherman
Jimmy Mrozinski
811 South East Street
Sherman, TX 75090

Phone 903 892 7288

Here is the quote you requested.

Salesperson	Quote Good Through	Ship Via	FOB
JR	3/20/2021		Origin

Qty	Description	Unit Price	Ext. Price
1	40 cu yd Frontier Front Loader Commercial East Coast Complete With All Standard Equipment Including: Vane Pump, LED Lights - Strobe Array, Strobe Light, Work Lights, Body Side Ladder & Clean Out Door, Tailgate w/ Rubber Seal, Clean Out Sump, Hydraulic Sliding Hopper Cover, Replaceable Fork Bushings, 10,000 lb Clamp-On Arms, Body Mounted 20 lb Fire Extinguisher. With the Following Options: -	$109,462.00	$109,462.00
1	FEL Canopy Sweep	$408.00	$408.00
1	Full Eject Blade	$3,169.00	$3,169.00
1	Sump - Clean Out doors 6" x 20"	$500.00	$500.00
1	Body - Service Hoist	$1,500.00	$1,500.00
1	Safety - 3 Camera System loactions Center of hopper towards rear of trucks ,Tailgate and curb side forward of cab tied to right blinker	$3,360.00	$3,360.00
1	Transmision mounted pump	$0.00	$0.00

One year parts and labor
Two year warranty on paint against delaminated and dulling
5 year warranty against structual defects for body and arms
Training is included
Paint on body to match cab
Suggested wheel base on a cabover is 210"
Our HGAC # is RH0820

SubTotal	$118,399.00
F.E.T.	$0.00
Shipping	$600.00
Total	**$118,999.00**

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, ON PARTS AND LABOR.- BMI WILL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEEMENT.

The intent of these specifications is to cover minimum requirements for a new unused full eject style front load body for lifting and dumping 2-8 yard standard industry containers. Failure to complete this information is grounds for rejection of the bid. Bidders are requested to state wherein your equipment meets or fails to meet the specifications by checking 'Yes' or 'No' in the provided space. Any exceptions must be noted in the 'Offered' column			
Overall Dimensions	Yes	No	Offered
Body length with arms up will not exceed:			
40 cu yd. = 295" including tailgate (excludes canopy)			
Body height with arms up is 120.5"			
Body height with arms down is 114"			
Body width outside is 101.75"			
Body width inside is 97"			
Upper hopper inside width is 83"			
Upper hopper opening is 87"			
Body	Yes	No	Offered
Body can dispense a load by means of hydraulic ejection.			
Total Capacity (Including 10 cu yd. hopper): 40 cu yds.			
Body floor is $^{3}/_{16}$" AR-400. Floor is tapered 4 ½" front to back for easy unloading.			
Floor cross members are formed from 6" x 3" x $^{3}/_{16}$" high tensile plate interlaced in 6" x 3" x ¼" tubing long members on 14" centers throughout the hopper area.			
Body sides are $^{3}/_{16}$" AR-235 rolled into a broad radius with an 8" lip formed in the top to make up outside of roof.			
Body posts are formed 6" x 4" x $^{3}/_{16}$" channels using high tensile plate.			
The first 24" of the body roof is $^{3}/_{16}$" hi tensile steel plate rolled into a broad radius for added strength. Body rear roof sheet is 10 Ga. high tensile steel plate rolled into a broad radius.			
Body roof cross members are formed 6" x 4" x 3/16" channels made from high tensile plate.			

A one-piece canopy is bolted to the front of the body to protect the cab. A service hoist is standard to lift the body to be able to tilt the cab.			
Hopper	Yes	No	Offered
The hopper measures 95" long and 97" high with a 10 cu yd. capacity.			
Lower hopper sides are formed from a minimum of 3/16" AR-400 plate 60" high x 96" long rolled into a broad radius for strength and material flow.			
Upper hopper sides are formed from $^{3}/_{16}$" high tensile steel plate.			
Hopper floor is ¼" AR-400 hopper floor material covering the entire hopper area and extending 24" into the body.			
Hopper front is completely enclosed 14 Ga. sheet metal/expanded metal for viewing behind the packer.			
Hopper access door is hinged and covers a 24" x 36" opening on the driver side of hopper. Door has an interlock switch to shut down the system when open.			
The sliding hopper cover opens automatically when raising arms but must be closed with the cab control switch. A pressure limiter on the extended stroke of the cylinder is used to protect the cylinder and the door. Hopper cover is made with 2" square tubing and 14 ga sheet metal.			
Hopper cover skids are a 1" black UHMW strips bolted to the tubing frame.			
Packing Mechanism	Yes	No	Offered
Packing force is 23 lbs. per square inch. The packer is constructed using a tube frame assembly with black UHMW adjustable side skid plates to correct any developed looseness without removing the packer from the body. Packer structural tubing frame measures 82" x 80". Lower packer plate is ¼" AR-400 plate. Upper packer plate will be 3/16" AR-400 plate. Bottom wear plates are 3/8" x 3" x 42" AR-400 plate. Top wear plate is ¼" x 2" x 2 x 42" AR-400 plate. Side wear plates are adjustable 1-½" x 3" x 42" black UHMW. The packer panel cycle time is 48 seconds.			
Two (2) 6- ½" bore x 184" stroke 3-stage packer cylinders are mounted horizontal and lay across the width of the hopper in a standard scissor arrangement. The packing force of each cylinder is 74,500 psi.			

Loading Arms and Forks	Yes	No	Offered
Over the cab arms are rated at 10,000 lb. capacity and come to a progressively slow stop before coming in contact with the rubber arm stops. Extra-long arm pivot shaft bushings are fixed. Arms are clamped to the shaft for easy dis-assembly and for timing the left and right arms together.			
Loading arms are constructed from flame cut pieces welded into a box frame design 3 1/2" thick and 10" wide.			
The arm pivot shaft is constructed of 4 1/2" OD x 1/2" wall D.O.M. round tubing. Two (2) pivot bushings a minimum of 12" long to prevent wear of the bushings or pivot shaft.			
The forks are constructed of 1 1/2" T-1 plate, 53" long and tapered at the end. The tips of the forks at the dump position are not to exceed 13' 6" from the ground. Forks rotate inside replaceable aluminum bronze split bushings that bolt to arms with 4 each 3/4", grade 8, bolts on each side. Fork shafts are 4 1/2" OD x 1/2" wall D.O.M. grade steel tubing.			
Arm cylinders: Two each 4" bore x 42" stroke x 2" rod Fork cylinders: Two each 3" bore x 24" stroke x 1- ¾" rod			
Arm and fork cylinders have spherical bearing rod ends to relieve side load.			
Full cycle time for arm/fork operation is 12 seconds at 1200 RPM.			

Tailgate	Yes	No	Offered
Tailgate is a (1) piece, bubble style, top hinged. Tailgate uses 3/16" AR-235 plate framed with 5 ½" x 5 ½" x 3/16" C channel, secured to the body using two (2) sets of hinges with 1 ½" hinge pins at the roof line. The door is secured in the closed position by means of separately controlled horizontal lock pins. A heavy duty rubber seal is installed along the bottom and partially up the side 24" to prevent leakage. Tailgate cylinders are 3" bore x 18" stroke and roof mounted to allow for a wider body. Lock cylinders are 3" bore x 4" stroke.			

Service Hoist	Yes	No	Offered
Service hoist raises the front of the full eject body 24" using (2) each 3- ½" bore x 2" rod single acting hydraulic cylinders mounted outside the chassis frame. Body stands are installed for protection. The hoist is activated by an electric toggle switch located in the cab.			

Hydraulics and Controls	Yes	No	Offered
The hydraulic pump is a Vane type that flows 42 GPM at 1200 RPM.			
The directional valve for the arms, forks, hopper cover and packer is a Parker Model VG35 with integral relief set at 2250 PSI. The directional valve for the hoist, tailgate and tailgate lock is a Hydraforce cartridge/manifold.			
Hydraulic reservoir is a 53-gallon, frame mounted, steel construction tank with internal baffling, sight level gauge, by-pass gauge, and air breather.			
Hydraulic reservoir is also equipped with a 90 gpm 10 micron return filter with fiberglass media. Filter housing bowl is welded to top of reservoir to eliminate need for a gasket. Reservoir has a mesh 100 gpm suction strainer.			
Hydraulic hoses are Parker tough cover or equal with "bite wire" type crimped fittings with a nylon guard in tight areas. All hoses over ½" are 4 wire mesh. Stainless steel tubing is used wherever possible and held in place with shock absorbing bolt-on clamps. All hose ends, tubing and adapters have JIC 37-degree flares. Pipe thread or flat-faced O-ring seals are not acceptable.			
All cylinders and valves shall have straight thread O-ring boss porting. Cylinder pin material is stress proof C1144.			
Arm/Fork controller is a 4-way metering air joystick controller mounted separately from the other controls. The controller is mounted with an arm rest pad within comfortable reach of the driver. The Flodraulic brand controller shall communicate with the hydraulic valve air shifters in a metering function providing more control of the loading process.			
The fork dump control is locked out unless the packer is fully retracted to prevent dumping behind the packer.			
The System Reset button must be pressed after starting the truck to activate any and all functions.			
A cab mounted air/water separator is used to protect pneumatic components.			
Packer cycle consists of a cycle start button and emergency stop button. Cycle will rev engine automatically to 1200 RPM if the truck is in neutral. The packer will automatically cycle through the hopper and return to the retracted home position.			

Miscellaneous controls for the hoist and tailgate are operated by electric toggle switches with a built-in safety feature. Hopper cover is also run by an electric toggle switch and opens automatically when raising the loader arms.			
Indicator lights and alarms mounted on the console will be provided for hoist up, pump on, and tailgate unlocked. Tailgate unlocked switch will be wired to an audible alarm.			
Lighting	Yes	No	Offered
All lighting shall meet or exceed DOT and Federal Safety Standards.			
Clearance, back-up and directional lighting is Grote, anti-shock lens mounted in a protective housing, that is pop-out and replaceable.			
Lower tailgate will have grommet mounted 4 ½" round LED lights consisting of red stop lights. Back up, tail and turn lights are also cab operated strobe lights.			
Upper tailgate will have grommet mounted 4 ½" red stop, tail and turn, amber strobe, three (3) each of a 6" oblong red LED stop and tail lights in the center and 2 ½" upper rear clearance markers.			
Clearance lights are 6" oblong red LED lights for rear clearance, turn signals.			
Paint	Yes	No	Offered
The completed unit is cleaned, and all weld slag removed. The unit is acid washed and dried before primer is applied.			
2 coats of Endura direct to metal urethane primer are used. The entire body is sanded to ensure a smooth finish.			
Endura single stage urethane top coat is applied, and the body is baked dry. Body is clear coated after paint for shine and protection.			
Miscellaneous	Yes	No	Offered
An access ladder is provided on the right hand side of body, OSHA approved with 12" wire and 7" deep rungs.			
CNG Installation	Yes	No	Offered
A 60-120 dge capacity CNG fuel system is installed in an approved tank enclosure and includes a regulator, pressure gauges, fuel spout and control box. The certified enclosure is a prefabricated steel or aluminum box with a hinged access door and positive latch.			

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 03/01/2021

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6702

Authorizing the Purchase of a New 2021 Autocar Xpeditor ACX64 Suitable for Use as a Commercial Front End Loader from Chastang Enterprises for the Solid Waste Department through the Texas Local Government Purchasing Cooperative (BuyBoard).

Issue:

To consider approval of a resolution to purchase a new 2021 Autocar Xpeditor Chassis from BuyBoard to be used as a Commercial Front End Loader within the Solid Waste Department.

Background:

The requested purchase will replace vehicle 648, a 2012 Mack Front Loader and with be used within the Solid Waste Department. This purchase was not planned for this current FY2021 year, but the manufacturing lead time on these vehicles is 15 months. In order to meet growing commercial solid waste demand, staff recommends ordering this vehicle now to ensure that it is put into service by mid-to-late FY2022. This vehicle was to be part of the fleet request for FY2022.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system called the BuyBoard.

Origination:

Department of Public Works

Financial Consideration:

The new 2021 Autocar Xpeditor Chassis will be purchased from Chastang Enterprises for $185,994.00 through the BuyBoard.
A budget amendment would be needed to make this purchase, although payment for the purchase is not expected until FY2022. Funding will be provided through upcoming Tax Note issuance.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new 2021 Autocar Xpeditor Chassis through the BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 6702
BuyBoard Interlocal Agreement
Autocar Quote

RESOLUTION NO. 6702

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2021 AUTOCAR XPEDITOR ACX64 SUITABLE FOR USE AS COMMERCIAL FRONT END LOADER FROM CHASTANG ENTERPRISES FOR THE SOLID WASTE DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD); 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 Chastang Enterprises through the Texas Local Government Purchasing Cooperative (BuyBoard) a 2021 Autocar Xpeditor ACX64 at a total price of One Hundred Eighty Five Thousand, Nine Hundred Ninety Four Dollars ($185,994.00). 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 2020-2021 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF SHERMAN, TEXAS on this the _____day of_____, 2021.

CITY OF SHERMAN, TEXAS

BY:_____

DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
NAME:_____
CITY ATTORNEY

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT

RECEIVED JUL 15 '02

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. **Term.** The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. **Termination.**
    a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
    b. By the Cooperative. The Cooperative may terminate this Agreement by:
        1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
        2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

c. Termination Procedure. If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.

4. **Payments.**
   a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
   b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

TO BE COMPLETED BY THE COOPERATIVE:
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: _____ Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By: _____ Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name:	MARYANN WINKLER
Address:	405 N. RUSK STREET
	SHERMAN, TEXAS 75090
Phone:	(903) 892-7285
Fax:	(903) 891-0255
Email:	PURCH@TEXOMA.NET

Chastang AUTOCAR

Chastang Enterprises, Inc.
6200 N. Loop East
Houston, TX 77026
713.678.5000

TEXAS LOCAL GOVERNMENT PUCHASING COOPERATIVE

CUSTOMER:	City of Sherman	QUOTE DATE:	12/3/2020
CONTACT	Jimmy Mrozinski	QUOTED BY:	Carl Norberg
PHONE:	903-892-7288	PHONE:	713-678-5060 512-557-7453
EMAIL:	jimmym@cityofsherman.com	EMAIL:	cnorberg@chastangford.com

ITEM DESCRIPTION:	2021 Autocar Xpeditor ACX64 Suitable for use as Commercial Front End Loader						
CONTRACT:	BuyBoard	PROPOSAL NO.	601-19	ITEM NO.	3	ITEM PRICE:	51782

CHASSIS EQUIPMENT

STANDARD EQUIPMENT
Single LH Drive Cab
Tilt/Telescop Steering Column
Allison 3000 Series 5-Speed
Cummins L9 350HP Diesel Engine

STANDARD EQUIPMENT
Air Conditioning
Technical Training Manuals
Autocar 24/7 Tech Support
RP 170 Connectors

OPTIONAL EQUIPMENT
Cummins X12 350HP
Allison 4500 Series 6 Speed Transmission
Front Engine PTO Prep
46,000 Rear Suspension
Vocational Frame Prep/Double Frame
22,000 Front Suspension
Aux. Load Cushions
Chassis Engineering Layout
Pneumatic Cab Lift Assist
46,000 Rear Suspension
Double Frame
Allison Transmission Retarder
Work Brake-Yellow Valve Activated
Central Air Drain Manifold
Aux. Shock Absorbers
Turbo Heat Shield
Trans Oil Cooler

OPTIONAL EQUIPMENT	
Auto Neutral Trans and Vocation Programming	
Autocar Advanced Diagnostic Display	
Oil Pan Guard	
Dual Fire Extinguishers	
4 Wheel Lock	
16" Two Stage Air Cleaner	
16.5x7 Front Brakes	
16.5x8.62 Rear Brakes	
Overhang over 56"	
46,000 Rear Axle	
Refuse Suspension Prep	
Air Ride Driver's Seat	
Aluminum 22.5 Wheels ($4250 option NOT included)	
315/80R22.5 Rear Tires	
5 Year Cummins Aftertreatment Warranty	
5 Year Transmission Warranty	
5 Year Cummins X12 Warranty	
CHASSIS OPTIONS	133812
CHASSIS OPTION DISCOUNT (-3.2%)	-4282
CHASSIS TOTAL	185594

BODY EQUIPMENT

BODY VENDOR:		PROPOSAL NO.		ITEM NO.		ITEM PRICE:	
BODY MFG:		MODEL:		TYPE:		CAPACITY:	

OPTIONAL EQUIPMENT	COST

OPTIONAL EQUIPMENT	COST
BODY OPTIONS	0
BODY TOTAL	0

Submit Approved Quote to BuyBoard:
Fax: 800-211-5454 Email: info@buyboard.com

ESTIMATED DELIVERY	Chassis on order; complete April 2021

UNIT PRICE	185594
QUANTITY	1
CONTRACT FEE (per PO)	400
TOTAL PURCHASE	185994

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 03/01/2021

Prepared By: Danny Jones, Fire Chief

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6703

Authorizing Submission of an Application for a Grant Awarded under the U.S. Department of Homeland Security - Federal Emergency Management Agency (FEMA) to Fund the Purchase of Technical Rescue equipment including, but not limited to, High Angle, Swift Water, Confined Space, Trench Rescue, etc. for the City of Sherman Fire Department; 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 U.S. Department of Homeland Security - FEMA to purchase Technical Rescue equipment for the City of Sherman Fire Department and designating the City Manager as the authorized official to accept, reject, alter or terminate the grant on behalf of the City

Background:

The U.S. Department of Homeland Security - FEMA is accepting grant applications for projects that enhance the safety of the public and firefighters from fire and related hazards during the Federal fiscal year (FY) 2020-2021 grant cycle. If awarded, the Fire Department plans to use this grant to purchase various pieces of Technical Rescue equipment totaling up to, but not exceeding, $100,000.00 to replace older Technical Rescue equipment that have reached, or will reach, end of life very soon. The purchase will also allow Sherman Fire-Rescue the ability to obtain additional Technical Rescue equipment that will allow safer and more efficient techniques in dealing with these types of emergency responses.

Origination:

Sherman Fire-Rescue Department

Financial Consideration:

There is a ten percent (10%) matching requirement for this grant. The City's ten percent (10%) match would be up to, but not exceeding, $10,000.00 and would be covered by funds from the current budget.

Staff Recommendation:

The staff recommends submitting the grant application to the U.S. Department of Homeland Security - FEMA.

Alternatives:

The Council could decline this grant opportunity.

Attachments

Resolution No. 6703

FY2020 Assistance to Firefighters Grant Solicitation

RESOLUTION NO. 6703

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF AN APPLICATION FOR A GRANT AWARDED UNDER THE U.S. DEPARTMENT OF HOMELAND SECURITY - FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO FUND THE PURCHASE OF TECHNICAL RESCUE EQUIPMENT INCLUDING, BUT NOT LIMITED TO, HIGH ANGLE, SWIFT WATER, CONFINED SPACE, TRENCH RESCUE, ETC. FOR THE CITY OF SHERMAN FIRE DEPARTMENT; 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.

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 purchase technical rescue equipment including, but not limited to, high angle, swift water, confined space, trench rescue, etc. for the Sherman Fire Department; and

WHEREAS, the City Council understands that there is a ten percent (10%) matching requirement for said project as required by the U.S. Department of Homeland Security - Federal Emergency Management Agency (FEMA) grant application; and

WHEREAS, the City Council agrees that, in the event of loss or misuse of the U.S. Department of Homeland Security - Federal Emergency Management Agency (FEMA) funds, the City of Sherman assures that said funds will be returned to the U.S. Department of Homeland Security - Federal Emergency Management Agency (FEMA) in full; 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 U.S. Department of Homeland Security - Federal Emergency Management Agency (FEMA) to fund the purchase of technical rescue equipment including, but not limited to, high angle, swift water, confined space, trench rescue, etc. for use within the City of Sherman Fire Department.

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.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the _____ day of _____, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____

NAME: _____
CITY ATTORNEY

The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2020 Assistance to Firefighters Grant (AFG) Program

NOTE: If you are going to apply for this funding opportunity and have not obtained a Data Universal Numbering System (DUNS) number and/or are not currently registered in the System for Award Management (SAM), please take immediate action to obtain a DUNS Number, if applicable, and then to register immediately in SAM. It may take four weeks or more after you submit your SAM registration before your registration is active in SAM, then an additional 24 hours for Grants.gov to recognize your information. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at: http://www.grants.gov/web/grants/register.html. Detailed information regarding DUNS and SAM is also provided in Section D – Application and Submission Information of this NOFO, subsection, Content and Form of Application Submission. An active registration is required in order to apply for funding.

A. Program Description

1. **Issued By**
   Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD)

2. **Assistance Listings (formerly Catalog of Federal Domestic Assistance Number)**
   97.044

3. **Assistance Listings Title (formerly CFDA Title)**
   Assistance to Firefighters Grant (AFG)

4. **Funding Opportunity Title**
   FY 2020 Assistance to Firefighters Grant

5. **Funding Opportunity Number**
   DHS-20-GPD-044-00-98

6. **Authorizing Authority for Program**
   Section 33 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C § 2229) https://www.govinfo.gov/content/pkg/USCODE-2018-title15/pdf/USCODE-2018- title15-chap49-sec2229.pdf

7. **Appropriation Authority for Program**
   Department of Homeland Security Appropriations Act, 2020 (Pub. L. No. 116-93) https://www.govinfo.gov/content/pkg/PLAW-116publ93/pdf/PLAW-116publ93.pdf

8. **Announcement Type**
   Initial

9. Program Overview, Objectives, and Priorities

Overview

The Fiscal Year (FY) 2020 Assistance to Firefighters Grant (AFG) Program is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA's) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The AFG Program accomplishes this by providing financial assistance directly to eligible fire departments, nonaffiliated emergency medical service (EMS) organizations, and State Fire Training Academies (SFTAs) for critical training and equipment. The AFG Program represents one part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, the AFG Program supports the goal to Strengthen National Preparedness and Resilience. In awarding grants, the FEMA Administrator is required to consider the following:

- The findings and recommendations of the Technical Evaluation Panel (TEP);
- The degree to which an award will reduce deaths, injuries, and property damage by reducing the risks associated with fire related and other hazards;
- The extent of an applicant's need for an AFG Program grant and the need to protect the United States as a whole; and
- The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant.

The 2018-2022 FEMA Strategic Plan creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The AFG Program supports the goal of Readying the Nation for Catastrophic Disasters. We invite all of our stakeholders and partners to also adopt these priorities and join us in building a stronger Agency and a more prepared and resilient Nation.

Objectives

The objectives of the AFG Program are to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience.

Priorities

Information on program priorities and objectives for the FY 2020 AFG Program can be found in Appendix B, FY 2020 AFG Programmatic Information and Priorities.

10. Performance Metrics

The grant recipient is required to collect data to allow FEMA to measure performance of the awarded grant in support of the AFG Program metrics, which are tied to the programmatic objectives and priorities. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient must submit sufficient information to demonstrate it has met the performance goal as stated in its award. FEMA will measure the recipient's performance of the grant by comparing the number of items, supplies, projects, and activities needed and requested in its application with the number of items, supplies, projects, and activities acquired and delivered by the end of the period of performance using the following programmatic metrics:

- Percentage of AFG Program personal protective equipment (PPE) recipients who equipped 100 percent of on-duty active members with PPE in compliance with applicable National Fire Protection Association (NFPA) and Occupational Safety and Health Administration (OSHA) standards.
- Percentage of AFG Program equipment recipients who reported that the grant award brought them into compliance with either state, local, NFPA, or OSHA standards.
- Percentage of AFG Program grant recipients who reported having successfully replaced their fire vehicles in accordance with industry standards.
- Percentage of AFG Program training recipients who reported that the grant award allows their members to achieve firefighter training level I and firefighter training level II within one year of coming into service.
- Percentage of AFG Program wellness and fitness recipients who reported that the grant award allows their members to achieve minimum physical and/or mental operational readiness requirements through tailored health-related fitness programs.
- Percentage of AFG Program modifications to facilities recipients who reported that the grant award brought them into compliance with either state, local, NFPA, or OSHA standards on housing and readiness posture.

B. Federal Award Information

1. Available Funding for the NOFO: **$319,500,000.00[1]**

2. Projected number of Awards: **2,000**

[1] Note that this figure differs from the total amount appropriated under the *Department of Homeland Security Appropriations Act*, 2020, Pub. L. No. 116-93. In this FY 2020 AFG NOFO, percentages of "*available grant funds*" refers to the total amount appropriated—$355,000,000—by Pub. L. No. 116-93 to meet the statutory requirements of § 33 of the *Federal Fire Prevention and Control Act of 1974*, as amended (codified at 15 U.S.C. § 2229). A portion of these "available grant funds" will be allocated to the Fire Prevention & Safety (FP&S) program, which will have a separate NOFO and application period. $35,500,000 will be allocated to FP&S for FY 2020.

3. **Period of Performance:** Twenty-four months from the date of award.

   Extensions to the period of performance are allowed. For additional information on period of performance extensions, refer to Section H.

   FEMA awards only include one budget period, so it will be same as the period of performance. *See* 2 C.F.R. § 200.1 for definitions of "budget period" and "period of performance."

4. **Projected Period of Performance Start Date(s):** **May 1, 2021** (will vary based on award date)

5. **Projected Period of Performance End Date(s):** **April 30, 2023** (will vary based on Period of Performance Start Date)

6. **Funding Instrument Type:** **Grant**

C. Eligibility Information

1. Eligible Applicants

a. ***Fire Departments:*** Fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,[2] or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal, or territorial authority (city, county, parish, fire district, township, town, or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area.

b. ***Nonaffiliated EMS organizations:*** Nonaffiliated EMS organizations operating in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,[2] or any federally recognized Indian tribe or tribal organization. A nonaffiliated EMS organization is an agency or organization that is a public or private nonprofit emergency medical service entity providing medical transport that is not affiliated with a hospital and does not serve a geographic area in which emergency medical services are adequately provided by a fire department. FEMA considers the following as hospitals under the AFG Program:

- Clinics
- Medical centers
- Medical college or university

[2] The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as "States" in the Federal Fire Prevention and Control Act of 1974. *See* 15 U.S.C. § 2203(10).

- Infirmary
- Surgery centers
- Any other institution, association, or foundation providing medical, surgical, or psychiatric care and/or treatment for the sick or injured.

c. ***State Fire Training Academies:*** A SFTA operates in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico.[2] Applicants must be designated either by legislation or by a Governor's declaration as the sole fire service training agency within a state, territory, or the District of Columbia. The designated SFTA shall be the only agency, bureau, division, or entity within that state, territory, or the District of Columbia, to be an eligible SFTA applicant under the AFG Program.

2. Eligible Activities

The FY 2020 AFG Program has three activities:

- Operations and Safety
- Vehicle Acquisition
- Regional Projects

Each activity has its own eligibility requirements. These requirements are outlined in Appendix B: Programmatic Information and Priorities.

3. Other Eligibility Criteria

a. National Fire Incident Reporting System (NFIRS)

NFIRS reporting is not a requirement to apply for any AFG Program; however, fire departments that receive funding under this program must agree to provide information to the NFIRS for the period covered by the assistance. If a recipient does not currently participate in the incident reporting system and does not have the capacity to report at the time of the award, that recipient must agree to provide information to the system for a 12-month period commencing as soon as possible after they develop the capacity to report. Capacity to report to NFIRS must be established prior to the termination of the two-year performance period. The recipient may be asked by FEMA to provide proof of compliance in reporting to NFIRS. Any recipient that stops reporting to NFIRS during their grant's period of performance may be subject to the remedies for noncompliance at 2 C.F.R. § 200.339, unless it has yet to develop the capacity to report to NFIRS, as described above. There is no NFIRS reporting requirement for nonaffiliated EMS organizations or SFTAs.

Note: Although data collection is an important tool for understanding and justifying assistance, participation in other data sources, (e.g., National Fire Operations Reporting System [NFORS]) does not satisfy the requirement for reporting to NFIRS.

b. National Incident Management System (NIMS) Implementation

AFG Program applicants are not required to comply with NIMS to apply for AFG Program funding or to receive an AFG Program award. Any applicant who receives an FY 2020 AFG Program award must achieve the level of NIMS compliance required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government), prior to the end of the grant's period of performance.

4. **Maintenance of Effort (MOE)**
Pursuant to 15 U.S.C. § 2229(k)(3), an applicant seeking an AFG Program grant shall agree to maintain, during the term of the grant, the applicant's aggregate expenditures relating to activities allowable under this NOFO, at not less than 80 percent of the average amount of such expenditures in the two fiscal years prior to the fiscal year an AFG Program grant is awarded.

In other words, an applicant agrees that if it receives a grant award, the applicant will keep its overall expenditures during the award's period of performance (including those funded with non-Federal funding) for activities that could be allowable costs under this NOFO at a level that is at least 80 percent or more of the average of what the applicant spent on such costs for those activities in fiscal years 2018 and 2019.

5. **Cost Share or Match**
Recipient cost sharing is generally required as described below and pursuant to 15 U.S.C.§ 2229(k)(1). In general, eligible applicants shall agree to make available non-federal funds to carry out an AFG Program award in an amount equal to and not less than 15 percent of the grant awarded. Exceptions to this general requirement apply to entities serving smaller communities as follows:

- When serving a jurisdiction of 20,000 residents or fewer, the applicant shall agree to make available non-federal funds in an amount equal to not less than 5 percent of the grant awarded;
- When serving a jurisdiction of more than 20,000 residents, but not more than 1 million residents, the applicant shall agree to make available non-federal funds in an amount equal to not less than 10 percent of the grant awarded;
- When serving a jurisdiction of more than 1 million residents, the applicant shall agree to make available non-federal funds in an amount equal to not less than 15 percent of the grant awarded.

The cost share for SFTAs will apply the requirements above based on the total population of the state. The cost share for a Regional application will apply the requirements above based on the aggregate population of the primary first due response areas of the Host and participating partner organizations that execute a Memorandum of Understanding (MOU) as described in Appendix B, Section J, Regional projects.

FEMA has developed a cost share calculator tool in order to assist applicants with determining their cost share. The cost share tool is available at: https://www.fema.gov/grants/preparedness/firefighters/assistance-grants.

Types of Cost Share

i. ***Cash (Hard Match):*** Cost share of non-federal cash is the only allowable recipient contribution for AFG Program activity (Vehicle Acquisition, Operations and Safety, and Regional).

ii. ***Trade-In Allowance/Credit:*** On a case-by-case basis, FEMA may allow recipients already owning assets acquired with non-federal cash to use the trade-in allowance/credit value of those assets as cash for the purpose of meeting their cost share obligation. For FEMA to consider a trade-in allowance/credit value as cash, the allowance amount must be reasonable, and the allowance amount must be a separate entry clearly identified in the acquisition documents.

iii. ***In-kind (Soft Match):*** In-kind cost share is not allowable for the AFG Program.

The award budget will not account for any voluntary committed cost sharing or overmatch. The use of an overmatch is not given additional consideration when scoring applications.

Economic Hardship Waivers
The FEMA Administrator may waive or reduce recipient cost share or MOE requirements in cases of demonstrated economic hardship. Please see Appendix C: Award Administration Information for additional information.

D. Application and Submission Information

1. Key Dates and Times: all times listed are Eastern Time (ET)

Date Posted to Grants.gov:	December 29, 2020
Application Start Date:	January 04, 2021 at 8 a.m.
Application Submission Deadline:	February 12, 2021 at 5 p.m.

All applications must be received by the established deadline.

FEMA's Grants Outcomes System (FEMA GO) automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in Section D of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical

problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means the following: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

If applicants experience technical issues, they must notify the FEMA GO Helpdesk as soon as possible. The FEMA GO Helpdesk can be reached at (877) 585-3242 or by e-mail at femago@fema.dhs.gov. The FEMA GO Helpdesk is open Monday through Friday, 8: a.m. – 6 p.m. ET.

A list of FEMA contacts can be found in Section G of this NOFO, "DHS Awarding Agency Contact Information." For programmatic or grants management questions, please contact your Program Analyst or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the AFG Helpdesk at 866-274-0960 or by e-mail at firegrants@fema.dhs.gov. The AFG Helpdesk is open Monday through Friday, 8:00 AM – 4:30 PM ET.

Anticipated Funding Selection Date: April 30, 2021

Anticipated Award Date: Beginning on approximately April 30, 2021 and continuing thereafter until all FY 2020 AFG Program grant awards are issued (but no later than September 30, 2021).

Other Key Dates

Event	Suggested Deadline for Completion
Obtaining DUNS Number	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Eight weeks before actual submission deadline
Registering in or Updating SAM registration	Four weeks before actual submission deadline
Registering Organization in FEMA Grants Outcomes (FEMA GO) System	Prior to beginning application
Submitting complete application in FEMA GO	One week before actual submission deadline

2. **Agreeing to Terms and Conditions of the Award**
   By submitting an application, the applicant agrees to comply with the requirements of this NOFO and the terms and conditions of its award, should the applicant receive an

award.

3. **Address to Request Application Package**
The online FY 2020 AFG Program application is only available via the Assistance to Firefighters Grant Program's FEMA GO application portal, at https://go.fema.gov.

Note: Hard copies of the application are not available. However, the Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this Notice is (800) 462-7585.

Content and Form of Application Submission
FEMA will process applications through FEMA GO. Application tutorials and Frequently Asked Questions (FAQs) explain the current AFG Program, assist with the online grant application, and highlight lessons learned and changes for FY 2020. For more details, please visit the AFG Program website at http://www.fema.gov/firegrants.

DHS makes all funding opportunities available on the internet, accessible at http://www.grants.gov. If applicants experience difficulties accessing information or have any questions, please call the Grants.gov Contact Center at (800) 518-4726.

The Grants.gov website will direct applicants to FEMA GO, at https://go.fema.gov, which contains the online AFG Program application. The online AFG Program application incorporates all required forms.

FEMA GO will allow the applicant's authorized representative(s) to log in and create their own account. This account is specific to the authorized user and must not be shared with other personnel. The FEMA GO account is separate from any previous accounts created in the eGrants system. Applicants can save, retrieve, update, and revise their work through the end of the application period. The automated system does not allow applicants to submit incomplete applications. The system alerts applicants when required information has not been entered. Prior to final submission, an online application may be saved, retrieved, or edited up to the application deadline.

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

NO APPLICATIONS WILL BE RELEASED BACK TO THE APPLICANT AFTER FINAL SUBMISSION

After the application period has ended, no changes can be made. There is no appeal process for inaccurate or incomplete information.

a. Standard Required Application Forms and Information

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at https://www.grants.gov/web/grants/forms/sf-424-family.html.

- **SF-424, Application for Federal Assistance**
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**
- **SF-424A, Budget Information (Non-Construction)**
- **SF-424B, Standard Assurances (Non-Construction)**
- **SF-LLL, Disclosure of Lobbying Activities**
- **Indirect Cost Agreement or Proposal** if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see the "Funding Restrictions and Allowable Costs" section of this NOFO for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available, or contact the relevant FEMA staff identified in Section G of this NOFO, "DHS Awarding Agency Contact Information" for further instructions.

b. Program-Specific Required Forms and Information

For program-specific required and optional forms and information, please see the appendices to this NOFO.

4. Steps Required to Obtain a Unique Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

a. Apply for, update, or verify their Data Universal Numbering System (DUNS) number from Dun & Bradstreet and Employer Identification Number (EIN) from the Internal Revenue Service;
b. In the application, provide a valid DUNS number, which is currently the unique entity identifier;

c. Have an account with login.gov;
d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
e. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see https://www.fema.gov/media-library/assets/documents/181607;
f. Submit the complete application in FEMA GO; and
g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable DUNS and SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, applicants must maintain an active SAM registration with current information at all times during which the applicant has an active federal award or an application or plan under consideration by any federal awarding agency. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(ii), if an applicant is experiencing exigent circumstances that prevents it from receiving a DUNS number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting askcsid@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain a DUNS number and complete SAM registration within 30 days of the federal award date.

Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity. For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.

5. How to Register to Apply

a. ***General Instructions:***

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have a Data Universal Numbering System (DUNS) Number, Employer Identification Number (EIN), and an active System for Award Management (SAM) registration.

b. ***Obtain a DUNS Number*:**

All entities applying for funding, including renewal funding, must have a DUNS number from Dun & Bradstreet (D&B). Applicants must enter the DUNS number in the data entry field labeled "Organizational DUNS" on the SF-424 form.

For more detailed instructions for obtaining a DUNS number, refer to: https://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html.

Note: At some point, the DUNS Number will be replaced by a "new, non-proprietary identifier" requested in, and assigned by, SAM.gov. This new identifier is being called the Unique Entity Identifier (UEI), or the Entity ID. Grants.gov has begun preparing for this transition by educating users about the upcoming changes and updating field labels and references to the DUNS Number (the current identifier) within the Grants.gov system. Users should continue using the DUNS Number in UEI fields until further notice. To learn more about SAM's rollout of the UEI, please visit https://gsa.gov/entityid.

c. Obtain Employer Identification Number

In addition to having a DUNS number, all entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online.

d. Create a login.gov account:

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to: https://www.sam.gov/SAM/pages/public/loginFAQ.jsf.

e. *Register with SAM*:

In addition to having a DUNS number, all organizations applying online through Grants.gov must register with SAM. Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually.

For more detailed instructions for registering with SAM, refer to https://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html.

Note: As a new requirement per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

***i.* Additional SAM Reminders**

Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain a DUNS number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, DUNS number, and Employer Identification Number, or EIN, are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

ii. Help with SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at https://www.fsd.gov/fsd-gov/home.do or call toll free (866) 606-8220.

f. Register in FEMA GO, Add the Organization to the System, and Establish the AOR:

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see https://www.fema.gov/media-library/assets/documents/181607.

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

6. Timely Receipt Requirements and Proof of Timely Submission

All applications must be completed in FEMA GO and received by February 12, 2021 at 5 p.m. ET. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative (AOR) role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application. Applications received by FEMA GO after the established due date for applications will be considered late and not considered for funding.

Applicants who experience system-related issues will be addressed until 3 p.m. ET on the date applications are due. No new system-related issues will be addressed after this deadline.

Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application. FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. The FEMA GO Support Center reports that some applicants end the transmission because they think that nothing is occurring during the transmission process. Do not do this. It may cause your application to fail to be submitted and consequently not be considered for funding. Please be patient and give the system time to process the application.

7. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their State's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372 (see https://www.archives.gov/federal-register/codification/executive-

-order/12372.html; https://www.whitehouse.gov/wp-content/uploads/2020/01/spoc_1_16_2020.pdf).

8. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in this NOFO, the terms and condition of an award, or other program materials, costs charged to awards covered by this NOFO must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, requirements in this NOFO as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this NOFO and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

Additionally, federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program.

In addition to the subsections below, please see Appendix B to this NOFO for additional information on funding restrictions and allowable costs.

a. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Recipients and subrecipients of FEMA federal financial assistance are subject to the

prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.326, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

FEMA will issue additional guidance in a forthcoming Interim Policy.

Effective August 13, 2020, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

(1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

(3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

i. Replacement Equipment and Services

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO and the Preparedness Grants Manual.

ii. Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or

iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." *See* 2 C.F.R. § 200.471.

b. Construction

Construction costs are *not eligible* under the AFG Program grants. Construction includes major alterations to a building that changes the profile or footprint of the structure. Modifications to facilities activities described in Appendix A *Funding Priorities*, are not considered construction costs for purposes of general award cost categorization and may be eligible. However, modifications to facilities activities might be considered "construction" for purposes of applicable procurement under grants requirements or environmental protection and historic preservation purposes.

c. Pre-award Costs

Generally, grant funds cannot be used to pay for products and services contracted for or obligated prior to the effective date of the award. Fees for grant writers are considered an exception and may be included as a pre-award expenditure. Further, other costs incurred after the application deadline, but prior to an offer of award, may be eligible for reimbursement only if the following conditions are met:

- The recipient must request approval from FEMA to incur such pre-award costs. Requests must be sent via email to FireGrants@fema.dhs.gov and include the application number and justification narrative. Please note, the recipient must seek approval at the time of acquisition and before the award is announced.
- The recipient must receive confirmation from FEMA that the expenses have been reviewed and that FEMA has determined the costs to be justified, unavoidable, and consistent with the grant's scope of work.
- See also Appendix C for further information regarding grant writer fees and the "Additional Information" section of this NOFO for general procurement under grants requirements.

d. *Fire Departments and Nonaffiliated EMS organizations*

The total amount of funding a fire department or nonaffiliated EMS organization recipient may receive under an AFG Program award is limited to the maximum amounts set by § 33(c)(2) of the *Federal Fire Prevention and Control Act of 1974*, as amended (15 U.S.C. § 2229(c)(2)). These award limits are based on two factors: population served and a 1 percent aggregate amount of available grant funds.

The population of the jurisdiction served by the recipient will determine the

maximum amount of AFG Program funding a recipient is eligible to receive but no recipient may receive an award that exceeds one percent of available grant funds in FY 2020, or $3,550,000. FEMA may waive this aggregate cap in individual cases where FEMA determines that a recipient has an extraordinary need for a grant that exceeds the aggregate cap. FEMA may not waive the statutory funding caps based on population.

The following table explains the maximum funding that a recipient may receive in FY 2020:

Population of jurisdiction served by the recipient	Maximum award in FY 2019	Statutory waiver available subject to extraordinary need?
100,000 or fewer people	No more than $1 million	None available
100,001 – 500,000 people	No more than $2 million	None available
500,001 – 1,000,000 people	No more than $3 million	None available
1,000,001 – 2,500,000 people	No more than $3.55 million	Yes, but no more than $6 million
More than 2,500,000 people	No more than $3.55 million	Yes, but no more than $9 million

Regional applicants will be subject to the funding limitations based on the total population served by the host and participating partners. Additionally, Regional grants awarded are included in the host organization's funding limitations. For example: if a recipient serves a population of 100,000 or fewer and is the recipient of a Regional award for $1 million, they have met their cap and are no longer eligible for additional funds through the Operations and Safety or Vehicle activities.

Allocations and Restrictions of Available Grant Funds by Organization Type

- **Nonaffiliated EMS Organizations:** Not more than 2 percent of available grant funds shall be collectively awarded to all nonaffiliated EMS organization recipients.
- **Emergency Medical Services Providers:** Not less than 3.5 percent of available grant funds shall fund emergency medical services provided by fire departments and nonaffiliated EMS organizations.
- **State Fire Training Academy:** Not more than 3 percent of available grant funds shall be collectively awarded to all SFTA recipients. Further, not more than $500,000 of available grant funds are eligible per applicant.
- **Vehicles:** Not more than 25 percent of available grant funds may be used by recipients for the purchase of vehicles. Of that amount, based on stakeholder recommendations, FEMA intends to allocate 10 percent of the total vehicle funds for ambulances.
- **Micro Grants:** The selection of the voluntary Micro Grant option (cumulative federal funding of $50,000) for eligible Operations and Safety activities does not impact an applicant's request or federal participation under the Vehicle Acquisition or Regional projects. Applicants who select Micro Grants under Operations and Safety as a funding opportunity choice may still apply for a Vehicle(s) Acquisition or Regional project.

e. Management and Administration (M&A) Costs

M&A expenses should be based only on actual expenses or known contractual costs; requests that are simple percentages of the award, without supporting justification, will not be allowed or considered for reimbursement. No more than 3 percent of the federal share of AFG Program funds awarded may be expended by the recipient for M&A for purposes associated with the AFG Program award.

f. Indirect Facilities & Administrative (F&A) Costs

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to FireGrants@fema.dhs.gov for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to FireGrants@fema.dhs.gov for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable.

9. Environmental and Historical Preservation (EHP)

As a federal agency, DHS/FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by the agency, including grant-funded projects, comply with Federal EHP regulations, laws, Executive Orders, regulations, and policies, as applicable.

Recipients proposing projects that have the potential to impact the environment, including, but not limited to, modification or renovation of existing buildings, structures, and facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a screening form that includes a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation, so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA may also be required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. Grant recipients must receive confirmation of a completed EHP review prior to beginning project activities. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies.

Applicants may attach the optional EHP form during the application period for the

project(s) they wish to pursue; however, it does not guarantee award. Once the awards are announced, it is the responsibility of the grant recipients to supply the required EHP form at that time to DHS/FEMA, if they have not submitted already during the application period. Applicants can only proceed with their project(s) once the EHP review is completed and approved. DHS/FEMA may notify grant recipients via email if EHP review is required and will provide instructions on how to comply.

DHS and FEMA EHP policy is found in directives and instructions available on the FEMA.gov EHP page, the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

Additionally, all AFG recipients are required to comply with FEMA EHP Policy Guidance, FEMA Policy #108-023-1, Environmental Planning and Historic Preservation Policy Guidance.

All modifications to facility activities, and any renovation to facilities that would qualify as a modification to facility supporting activities under Training, Equipment, PPE, or Wellness and Fitness, will require an EHP review. Some Equipment activities will require an EHP review as well. Such activities include but are not limited to the installation of:

- Air compressor/fill station/cascade system (fixed) for filling Self-Contained Breather Apparatus (SCBA)
- Air quality systems
- Fire/smoke/carbon monoxide alarm systems for the facility (life safety)
- Generators (fixed)
- Sprinklers
- Vehicle exhaust systems (fixed)
- Washer/dryer/extractor
- Fixed communication antennas onto a building
- Building renovations such as removal of wall or installation of electrical or water lines
- Training/exercises in natural settings such as rope or swift water
- LED Signs
- Any scope of work that involves ground disturbances

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes
- Management, administrative or personnel actions
- Classroom-based training
- Acquisition of mobile and portable equipment (not involving installation) on or in a building and does not require a storage area to be constructed

- Purchase of PPE and/or SCBA

E. Application Review Information

1. Application Evaluation Criteria

a. Programmatic Criteria

Funding priorities and programmatic criteria for evaluating AFG Program applications are established by FEMA based on the recommendations from the Criteria Development Panel (CDP). Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the AFG Program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The **nine major fire service organizations** represented on the panel:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for awarding grants. The content of this NOFO reflects implementation of the CDP's recommendations with respect to the priorities, direction, and criteria for awards.

FEMA will rank all complete and submitted applications based on how well they match the program priorities for the type of jurisdiction(s) served. Answers to the application's activity specific questions provide information used to determine each application's ranking relative to the stated program priorities.

b. Financial Integrity Criteria

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as amended by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of government-wide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

i. Financial stability.

ii. Quality of management systems and ability to meet management standards.
iii. History of performance in managing federal award.
iv. Reports and findings from audits.
v. Ability to effectively implement statutory, regulatory, or other requirements.

c. Supplemental Financial Integrity Review

Prior to making a federal award where the anticipated federal share of a federal award will be greater than the simplified acquisition threshold (currently $250,000):

i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS).
ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants, as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

AFG Program applications are reviewed through a multi-phase process. All applications are electronically pre-scored and ranked based on how well they align with the funding priorities outlined in this NOFO.

Applications with the highest pre-score rankings are then scored competitively by no less than three members of a Peer Review Panel. Applications will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

i. Pre-Scoring Process

The application undergoes an electronic pre-scoring process based on established program priorities listed in Appendix B and answers to activity specific questions within the online application. Application Narratives are not reviewed during pre-score process. "Request Details" and "Budget" information should comply with program guidance and statutory funding limitations. The pre-score is 50 percent of the total application score.

ii. Peer Review Panel Process

Applications with the highest rankings from the pre-scoring process will undergo a Peer Review Panel process. A panel of peer reviewers is comprised of fire service

representatives recommended by the national organizations from the CDP. Peer reviewers will assess each application's merits based on the narrative statement on the requested activity. The evaluation elements listed in the "Narrative Evaluation Criteria" below will be used to calculate the narrative's score for each activity requested. Panelists will independently score each requested activity within the application, discuss the merits and/or shortcomings of the application with his or her peers, and document the findings. A consensus is not required. The panel score is 50 percent of the total application score.

iii. Technical Evaluation Process (TEP)

The highest ranked applications will be considered within the fundable range. Applications that are in the fundable range will undergo both a Technical Review by a Subject Matter Expert (SME) as well as a FEMA Program Office review prior to being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award.

Once the TEP is complete, each application's cumulative score will be determined, and a final ranking of applications will be created. FEMA will award grants based on this final ranking and the ability to meet statutorily required funding limitations outlined in Appendix B, E. Restrictions on Use of Award Funds.

3. Narrative Evaluation Criteria

The Narrative Statements must provide specific details about the activity for which the applicants seek funding. Applicants must explain how the proposed activity(ies) relate to the Operations and Safety Activity or the Vehicle Acquisition Activity. FEMA reviews and compares applications for duplication. Therefore, all elements of the Narrative Statements must be original.

a. Financial Need (25 percent)

Applicants should describe their financial need and how consistent it is with the intent of the AFG Program. The financial need statement should include details describing the applicant's financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of their control.

b. Project Description and Budget (25 percent)

The Project Description and Budget statement should clearly explain the applicant's project objectives and its relationship to the applicant's budget and risk analysis. The applicant should describe various activities, including program priorities or facility modifications, ensuring consistency with project objectives, the applicant's mission and national, state, and/or local requirements. Applicants should link the proposed expenses to operations and safety, as well as to the completion of the project's goals.

c. Cost Benefit (25 percent)

Applicants should describe how they plan to address the operations and personal safety needs of their organization, including cost effectiveness and sharing assets. The Operations and Safety/Cost Benefit statement should also include details about gaining the maximum benefits from grant funding by citing reasonable or required costs, such as specific overhead and administrative costs. The applicant's request should also be consistent with their mission and identify how funding will benefit their organization and affected personnel.

d. Statement of Effect on Operations (25 percent)

The Statement of Effect on Operations should explain how this funding request will enhance an organization's overall effectiveness. It should address how an award will improve daily operations and reduce an organization's risk(s). Applicants should include how frequently the requested item(s) will be used and in what capacity. Applicants should also indicate how the requested item(s) will help the community and increase an organization's ability to save additional lives and property. Jurisdictions that demonstrate their commitment and proactive posture to reducing fire risk, by explaining their code enforcement (to include Wildland Urban Interface code enforcement) and mitigation strategies (including whether or not the jurisdiction has a FEMA-approved mitigation strategy) may receive stronger consideration under this criterion.

F. Federal Award Administration Information

In addition to the language here, please see Appendix C to this NOFO for additional award administration information.

1. Notice of Award

Before accepting the award, the recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An email notification of the award package will be sent through FEMA's grant application system to the Authorized Organization Representative (AOR) that submitted the application. Recipients must accept their awards no later than 30 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds. Recipients may request additional time to accept the award if needed.

2. Differences Between Application Request and Award

During the review process for an AFG Program award, FEMA may have modified the application request(s). These modifications will be identified in the award package provided upon the offer of an award. If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested by but not funded by the award. The award package will identify any differences under the Approved scope of work section.

3. Turndown Notifications

FEMA GO will provide all applicants who do not receive an FY 2020 AFG Program award with a turndown notification.

4. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

DHS Standard Terms and Conditions

All successful applicants for all DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: DHS Standard Terms and Conditions. The applicable DHS Standard Terms and Conditions will be those in effect at the time in which the award was made.

Before accepting the award, the AOR should carefully read the award package for instructions on administering the grant award and the terms and conditions associated with responsibilities under Federal Awards. Recipients must accept all conditions in this NOFO as well as any special terms and conditions in the Notice of Award to receive an award under this program. By submitting an application, applicants are deemed to have accepted all of the conditions in this NOFO as well.

5. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of their award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent. Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other proof of payment documentation for verification.

a. Federal Financial Reporting Requirements

The Federal Financial Report Form (SF-425) and instructions are available at the following sites: SF-425 *OMB #4040-0014*.

Federal Financial Reports (FFR)

Recipients of AFG Program grants are required to submit an FFR (SF-425) on a

semi-annual basis. The FFR is to be submitted using the online FEMA GO based on the calendar year beginning with the period after the award is made. Grant recipients are required to submit an FFR throughout the entire period of performance of the grant. Reports are due:

- No later than July 30 (for the period January 1 – June 30)
- No later than January 30 (for the period July 1 – December 31)
- Within 90 days after the end of the Period of Performance

b. Program Performance Reporting Requirements

The recipient is responsible for completing and submitting a Programmatic Performance Report (PPR) using FEMA GO. The PPR is due every six months after the grant's award date, and thereafter until the period of performance ends.

The PPR should include:

- A brief narrative of overall project(s) status
- A summary of project expenditures
- A description of any potential issues that may affect project completion

c. PPR Periods and Due Dates

The following reporting periods and due dates apply for the PPR:

- **No later than July 30** (for the period January 1 – June 30)
- **No later than January 30** (for the period July 1 – December 31)

d. Closeout Reporting Requirements

Within 120 days after the end of the period of performance, recipients must liquidate all financial obligations and submit a final FFR (SF-425) and a final PPR (within the closeout module in FEMA GO) detailing all accomplishments and a qualitative summary of the impact of those accomplishments throughout the period of performance. The closeout tutorial may be found at: https://www.fema.gov/grants/preparedness/firefighters/closeout-report-tutorial

In addition, any recipient that issues subawards to any subrecipient is responsible for closing out those subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 120 days of the period of performance end date. Recipients must ensure that they complete the closeout of their subawards in time to submit all necessary documentation and information to DHS/FEMA during the closeout of their prime grant award.

After the final SF-425 and final performance reports have been reviewed and approved by FEMA, a Closeout Notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for a minimum of three years from the date of the final FFR (SF-425). The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or

due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for returning any federal funds that they have liquidated but remain unobligated by the recipient. Information on how to return funds to FEMA is available at: https://www.fema.gov/about/payment.

e. Administrative Closeout

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of a grant award using available grant award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in FAPIIS the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

f. Additional Reporting Requirements

i. Disclosing Information per 2 C.F.R. § 180.335

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

- Are presently excluded or disqualified;
- Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
- Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
- Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

ii. Reporting of Matters Related to Recipient Integrity and Performance

Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds $10 million for any period of time during the period of performance of an award under this funding opportunity.

Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

iii. Single Audit Report

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as the single audit report.

The audit must be performed in accordance with the requirements of U.S. Government Accountability Office's (GAO) Government Auditing Standards, located at https://www.gao.gov/yellowbook/overview, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f.

6. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FEMA

will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

Grant recipients will be monitored periodically by FEMA staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestones, budgets, and other related program criteria are being met. Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance, and administrative processes and policies, activities, and other attributes of each federal assistance award and will identify areas where technical assistance, corrective actions, and other support may be needed.

Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other adequate payment documentation for verification. Recipients have the opportunity to participate in a Post Award Orientation (PAO) offered by the FEMA Regional Fire Program Specialist (FPS) to have their questions answered, receive technical assistance, or to review the terms and conditions of the grant. The PAO is optional.

G. DHS Awarding Agency Contact and Resource Information

1. AFG Help Desk

The AFG Help Desk provides technical assistance to applicants for the online completion and submission of applications into FEMA GO, answers questions concerning applicant eligibility and recipient responsibilities, and helps in the programmatic administration of awards. The AFG Help Desk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are from 8 a.m. to 4:30 p.m., Monday through Friday.

2. FEMA Regional Fire Program Specialists

Each FEMA region has FPSs who can assist applicants with application information, award administration, and technical assistance. Contact information for a Regional FPS can be located on the AFG Program website at https://www.fema.gov/grants/preparedness/firefighters/regional-contacts.

3. Environmental Planning and Historic Preservation

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to *gpdehpinfo@fema.dhs.gov*.

4. FEMA GO System Information

For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 8 a.m. – 6 p.m. ET.

H. Additional Information

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. Noncompliance

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO.

b. With the Consent of the Recipient

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. Notification by the Recipient

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Extensions to the Grant Period of Performance

Extensions to the period of performance under this grant program are allowed. An award's period of performance must be active for a recipient to submit a proposed

extension request to FEMA. Recipients should request extensions sparingly and only under exceptional circumstances. ***Approval is not guaranteed.***

Extensions to the initial period of performance identified in the award will only be considered through formal amendment requests, via FEMA GO, and must contain specific and compelling justifications as to why an extension is required. All extension requests must contain:

- Grant Program, fiscal year, and award number
- Reason for delay—this must include details of the legal, policy, or operational challenges being experienced that prevent the final outlay of awarded funds by the applicable deadline
- Current status of the activity/activities
- Approved period of performance termination date and new project completion date
- Amount of funds drawn down to date
- Remaining available funds, both federal and non-federal
- Budget outlining how remaining federal and non-federal funds will be expended
- Plan for completion, including milestones and timeframes for achieving each milestone and the position/person responsible for implementing the plan for completion
- Certification that the activity/activities will be completed within the extended period of performance without any modification to the original Statement of Work approved by FEMA

3. Requirements for Period of Performance Extension Consideration

To be eligible for consideration, recipients must submit extension requests via FEMA GO. Recipients generally can submit requests at least 60 days prior to the end of the award's period of performance. In accordance with FEMA policy, FEMA reviews extensions on a case-by-case basis and typically grants them for no more than a six-month period. FEMA will grant extension requests only due to compelling legal, policy, or operational challenges. The review process can take up to 30 days or longer. Applicants should factor this review period into the timing of when to submit a request for an extension.

Example: Recipients may request an extension when an equipment order was placed during the period of performance but factors beyond the recipients' control have resulted in a delay in the expected delivery and receipt of the equipment outside of the existing period of performance; or where a specific statute or regulation mandates an environmental review that cannot be completed within this timeframe or where other extenuating circumstances warrant a brief extension.

4. Conflicts of Interest in the Administration of Federal Awards or Subawards

For conflicts of interest under grant-funded procurements and contracts, refer to the section on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the recipient or next-level pass-through entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

5. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327.** Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must

have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and § 200.320.

a. Important Changes to Procurement Standards in 2 C.F.R. Part 200

OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women's business enterprises, and labor surplus area firms per 2 C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322.

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently $10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(iv). The federal simplified acquisition threshold is currently $250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award.

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as section D.13.a of the NOFO regarding prohibitions on covered telecommunications equipment or services.

b. Competition and Conflicts of Interest

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This

rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity. If the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a

relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

c. Supply Schedules and Purchasing Programs

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

iii. General Services Administration Schedules

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at https://www.gsa.gov/resources-for/programs-for-State-and-local-governments and https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women's business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

iv. Other Supply Schedules and Programs

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express

purpose of making it available to the non-federal entity and other similar types of entities;
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Program Analyst.

d. Procurement Documentation

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:
- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

6. Record Retention

a. Record Retention Period

Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with federal funds must be retained for **three years after final disposition of the property**. *See* 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.334(a).
- The **record retention period will be extended if the recipient is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs. *See* 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. *See* 2 C.F.R. § 200.334(e).
- For indirect cost rate proposals, cost allocation plans, or other rate computations records, the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate**. *See* 2 C.F.R. § 200.334(f).

b. Types of Records to Retain

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Canceled checks

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of canceled checks for verification. *See, e.g.*, 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their

expenditures questioned and subsequently disallowed.

7. Actions to Address Noncompliance

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA might attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds;

and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention.
- Failure to follow the procurement under grants requirements.
- Failure to submit closeout documents in a timely manner.
- Failure to follow EHP requirements.
- Failure to comply with the POP deadline.

8. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO, and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. *See* 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend $750,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see section F of this NOFO under the header "Single Audit Report" within the subsection "Additional Reporting Requirements."

The objectives of single audits are to:

- Determine if financial statements conform to generally accepted accounting principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine if the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor's possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity's compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

Appendix A – FY 2020 AFG Program Updates

Appendix A contains a brief list of changes between FY 2019 and FY 2020 to the AFG Program.

New for FY 2020

The FY 2020 AFG Program NOFO contains some changes to definitions, descriptions and priority categories. Changes to the FY 2020 AFG Program NOFO include:

- Under sections D – Application and Submission Information, E – Application Review Information, F – Federal Award Administration Information, G – DHS Awarding Agency Contact and Resource Information, and H – Additional Information:
  - Various grants management changes due to recent OMB revisions to 2 C.F.R., particularly regarding SAM registration, performance measures, procurement, closeout, and termination

- Under Federal Award Information:
  - Period of performance for AFG Program awards is 24 months

- Under Supporting Definitions:
  - Paid on-call/Stipend departments are added to the definition of Combination Fire Department

- Under Application Tips:
  - Explanation of AFG Program-approved seated riding positions was added

- Under Training Activity:
  - Rental of Audio/Visual equipment was added as eligible activity

- Under Operations and Safety Activity:
  - Radio over Internet Protocol (Rip) communication equipment was added as a Medium Priority
  - Integrated thermal imaging cameras were added under ineligible list under PPE category

- Under Modifications to Facility Activity:
  - Intruder alerting systems and deployment notification systems were added as ineligible

- Under Regional Applications:
  - Guidance requiring purchases from same vendor added

- Under EHP
  - Updated process for EHP added

- Under Award Administration Information (Appendix C):
  - Updated process for Economic Hardship Waiver added
  - Excess Funds Restrictions specifies High Priority items as eligible under this option
  - Updated instruction on supporting documentation is added for advance and reimbursement payment request

Appendix B –Programmatic Information and Priorities

Appendix B contains details on AFG Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

A. Ineligible Applications and/or Organizations

FEMA considers two or more separate fire departments or nonaffiliated EMS organizations with different funding streams, personnel rosters, and EINs but sharing the same facilities as being separate organizations for the purposes of AFG Program eligibility. If two or more organizations share facilities and each submits an application in the same program area (i.e., Equipment, Modify Facilities, PPE, Training, and Wellness and Fitness Programs), FEMA reserves the right to review all of those program area applications for eligibility. This determination is designed to avoid the duplication of benefits.

Examples of ineligible applications and/or organizations include:

- Although fire departments and nonaffiliated EMS organizations may share some common program priorities, there are some restricted activities for nonaffiliated EMS organizations; nonaffiliated EMS organizations are not eligible to request any activity that is specific or unique to structural/proximity/wildland firefighting gear.
- Fire departments that are a Federal Government entity, or contracted by the Federal Government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land.
- Fire departments or nonaffiliated EMS organizations that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ.
  - However, if a fire department is considered to be the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department as long as the application clearly states that the fire department is considered part of the same legal entity.
- Fire-based EMS organizations are not eligible to apply as a nonaffiliated EMS organization.
- Auxiliaries, hospitals or fire service associations or interest organizations that are not the AHJ over the applicant.
- State or local agencies, or subsets of any governmental entity, or any authority that do not meet the requirements as defined by 15 U.S.C. §2229(a), (c).
- If an applicant submits two or more applications for the same equipment or other eligible activity (for example, if an applicant submits two or more applications, one under the Regional activity, and one under the Operations and Safety activity for SCBA), both applications may be disqualified. If an applicant submits two separate applications for the same activity (i.e., two separate vehicle applications for exactly the same type of vehicle) during the same application period, both applications may be disqualified.
  - This is different from when where an entity is applying on behalf of other organizations that are agencies or instrumentalities of the applicant (e.g.,

multiple fire departments under the same county, city, borough, parish, or other municipality). In that situation, the applicant may request the same activity as long as the application clearly states which costs under the activity (including quantities if applicable) is for which agency/instrumentality. This is permissible even if that entity submits multiple applications across regional versus direct applications.

- Eligible applicants may submit only one application for each activity (Operations and Safety or Regional) but may submit for multiple projects within each activity. Under the Vehicle Activity, applicants may submit one application for vehicles for their department and one separate application for a Regional vehicle (the same vehicle may not be requested for both purposes). All submissions of duplicate applications may be disqualified.
- Dive teams, search and rescue squads, or similar organizations that do not provide medical transport.
- Fire departments, regional, or nonaffiliated EMS organizations that are for profit.

B. Supporting Definitions for this NOFO

AHJ is that person or office charged with enforcing the NFPA codes (Per NFPA101-2015 Edition: Life Safety Code).

Automatic Aid is a plan developed between two or more fire departments for immediate joint response on first alarms, (Per NFPA 1710 – 2016 edition and NFPA 1720 – 2014).

Career Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.

Combination Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend on a per event basis, or paid on-call, to be a combination fire department.

Mutual Aid is a written intergovernmental agreement between agencies and/or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner (NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2016 edition and NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments, 2014 Edition).

Metro Department is a metropolitan fire department that has a minimum staffing of 350 career firefighters as defined by the International Association of Fire Chiefs (IAFC). DHS/FEMA collects information on metro departments for statistical purposes only. Status as a metro department is not a factor in scoring or funding.

Primary First Due is a geographic area surrounding a fire station in which a company from

that station is projected to be first to arrive on the scene of an incident. NFPA 1710; 3.3.28. https://www.nfpa.org/Codes-and-Standards/All-Codes-and- Standards/Free-access.

Volunteer fire department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel.

C. Community Classifications

The information the applicant organization supplies in Department Characteristics I and II of the AFG Program application determines whether the jurisdiction is identified by FEMA as urban, suburban, or rural. The community classification will determine the funding priority.

The US Census Bureau's urban-rural classifications are fundamentally a delineation of geographical areas. For more information, please visit https://www.census.gov/programs-surveys/geography/guidance/geo-areas/urban-rural.html.

FY 2020 demographics for determining urban, suburban, or rural include:

Community	Urban	Suburban	Rural
Population of primary first due response area	>3,000 sq. mi. or 50,000 + population	1,000-2,999/sq. mi. or 25,000-50,000 population	0-999/sq. mi. or <25,000 population
Water Supply (percentage of primary first due response area covered by hydrant service)	75-100% hydrants (municipal water)	50-74% hydrants	<50% hydrant
Land Use within primary first due response area	<25% for agriculture (based on zoning) industrial and commercial combined >50%	25-49% used for agriculture (based on zoning) industrial and commercial combined >25%-49%	50% used for agriculture (based on zoning) industrial and commercial combined <25%
Square miles within primary first due response area per station	<3 sq. mi. per station	3-9 sq. mi. per station	>10 sq. mi. per station

D. Application Tips

The following information may be useful when preparing a competitive application:

- NFPA – "FREE ACCESS" - As part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and standards available online for free. Please visit: http://www.nfpa.org/freeaccess.

- Regional Applicants are eligible to only apply for Training, Equipment, and/or PPE within Operations and Safety, and Vehicle Acquisition, and Wellness & Fitness.
- SFTA Applicants are only eligible to apply for Equipment, and/or PPE within Operations and Safety, and Vehicle Acquisition.
- Successful Regional applicants will be subject to the funding limitations based on the total population served by the host and participating partners. Any Regional award made will impact or be included in the host organization's funding limitations.
- Applications differ based on the applicant type. For example, the SFTA application for a vehicle will be different from the fire department application for a vehicle. Be sure to select the appropriate applicant type when applying.
- Fire Departments or nonaffiliated EMS organizations that are part of a larger organization with a broader scope should apply through the larger organization to avoid limiting eligible activities. For example, a rescue squad that periodically participates in structural firefighting and that belongs to a county fire and rescue agency should apply through the county for structural PPE; in other words, the county should apply on behalf of the rescue squad.
- FEMA recognizes the number of seated riding positions in front line apparatus as a reasonable measurement of the quantity of PPE or relevant equipment (radios, etc.) to be funded. Exceptions to the front-line seated riding position count may be considered by FEMA if compelling need to include seated riding positions in reserve apparatus can be demonstrated and justified. Applicants that seek to include reserve apparatus seated riding positions in the total seated riding position count must submit a justification narrative.

E. Restrictions on Use of Award Funds

- No AFG Program funds may be used to support hiring (part-time or full-time), salaries, benefits, or fringe benefits (including but not limited to contributions for social security, insurance, workers' compensation, pension, or retirement plans) for any personnel.
- Documented back fill and/or overtime/lost wages costs to support awarded training activities are allowable personnel expenses.
- Instructor's rates/base rates should be provided as part of the application narrative, as well as the market researched competitive rate for delivering the requested training.
- If the instruction provided for an awarded training activity is delivered by an existing member(s) of the recipient's organization, only the established base rate of compensation, without benefits or overtime, may be eligible for reimbursement.
- Recipients are encouraged to allow other organizations to benefit from an awarded activity; e.g., filling another organization's SCBA cylinders using a grant funded compressor, or cleaning another organization's turnout gear, or offering excess capacity training opportunities (if recipients choose to include costs associated with shared benefit [e.g., backfill, overtime, tuition] for members outside of their department, they must apply as a Regional application).
- Under the Operations and Safety Activity, when requesting additional funding in the request detail section of an application, items being requested may only be from that same Activity's area. Furthermore, improperly requesting a grant award for an

activity that is not an Operations and Safety Activity may disqualify the request, for example:

- Do not request a cascade system under PPE (cascade systems are classified as equipment).
- Do not request Rapid Intervention Team (RIT) packs under PPE (RIT packs are classified as equipment).
- Do not request a Personal Safety/Rescue Bailout System under equipment (a Personal Safety/Rescue Bailout System is classified as PPE).

F. Funding Priorities

I. Operations and Safety – Training Overview

FEMA has determined that hands-on, instructor-led training that meets a national, state, or DHS adopted standard and results in a national or state certification provides the greatest training benefit.

All of the following are considerations in pre-scoring and peer review determinations: HIGH (H), MEDIUM (M), LOW (L)

Fire Department and Regional Training Priorities by Purpose	
H	• Training evaluated using national or state standards
H	• Training that brings a department into compliance with recommended NFPA or other national standards
H	• Instructor-led training that requires student testing to demonstrate academic competence or practical proficiency
H	• Training that benefits the highest percentage of applicable personnel, such as the hazardous materials training within a fire department or training that will be open to other eligible organizations
M	• Training that does not result in certification
M	• Training that is self-directed/validated
L	• Training that will address an identified risk however it is not associated with compliance to any standards

Fire Department and Regional Training Priorities by Course Type				
Training	**NFPA #**	**Urban**	**Suburban**	**Rural**
NFPA 1001 (firefighter I, II)	1001	H	H	H
NFPA (instructor)	1041	H	H	H
NFPA 472 (Hazmat operations)	472/1072	H	H	H
NFPA 1581(infection control)	1581	H	H	H
Confined space (awareness)	1670	H	H	H
Wildland firefighting (basic)	1143	H	H	H
Wildland firefighting certification (red card)	1051/1143	H	H	H
Wildland Fire Officer	1051	H	H	H
Rapid intervention training	1407	H	H	H
NFPA (officer)	1021	H	H	H
Emergency Medical Responder		H	H	H
Firefighter safety and survival	1407	H	H	H
Safety officer	1521	H	H	H
Driver/operator	1002	H	H	H

Fire Department and Regional Training Priorities				
Training	**NFPA #**	**Urban**	**Suburban**	**Rural**
Fire prevention	1037/1730	H	H	H
Fire inspector	1031	H	H	H
Fire investigator	1033	H	H	H
Fire educator	1035	H	H	H
NIMS/Incident Command System (ICS)	1561	H	H	H
Emergency scene rehab	1584	H	H	H
Critical Incident debriefing/Crisis Intervention	1500/1583	H	H	H
Any training to a National/State or NFPA standards		H	H	H

Fire Department and Regional Training Priorities by Course Type				
Compliance with federal/state-mandated program		H	H	H
Rescue Technician	1006/1670	H	H	H
Emergency Medical Technician		H	H	H
Advanced Emergency Medical to Paramedic		H	H	H
Paramedic to Community Paramedic		H	H	H
Vehicle rescue	1670	H	H	H
Another officer	1021	H	H	M
NFPA [Aircraft Rescue Firefighting (ARFF)]	1003/402	H	H	M
Weapons of Mass Destruction (WMD)	472/1072	H	H	H
Mass casualty		H	H	H
Hazmat (technician)	472/1072	H	H	H
Training to address a local risk not elevated to a national or state		M	M	M
Specialized Training		M	M	M
Maritime Firefighting	1405/1925/1005	L	L	L
Instructor-led training that does not lead to certification		L	L	L
Self-taught courses		L	L	L
Training not elevated to a national or state standard		L	L	L

Funding Priorities for Fire Departments and Nonaffiliated EMS Organizations Training

The AFG Program provides training grants to meet the educational and performance requirements of fire departments and nonaffiliated EMS personnel. Training should align with the U.S. National Highway Traffic Safety Administration (NHTSA), which designs and specifies a National Standard Curriculum for Emergency Medical Technician (EMT) training and the National Registry of Emergency Medical Technicians (NREMT), a private, central certifying entity whose primary purpose is to maintain a national standard (NREMT also provides certification information for paramedics who relocate to another state).

A higher priority is assigned to the following due to time and cost of upgrading an organization's response level:

- Organizations seeking to elevate the response level from Emergency Medical Responder (EMR) to EMT.
- Organizations seeking to elevate the response level from Advanced EMT (AEMT) to Paramedic.
- Organizations seeking to train Community Paramedics: Organizations seeking to train a high percentage of the active EMRs will receive additional consideration when applying under the Training activity.

Eligible Training Activities for Fire Departments and Regional Applications include but are not limited to:	
• Train-the-trainer courses • Alternative fuel firefighting • Response to natural disasters • Minor interior alterations (requested under Additional Funding and limited to $10,000 total expenditure to support the awarded Training activities (e.g., removal/construction of a non-weight bearing wall) • Overtime expenses paid to career firefighters to attend training or to backfill positions for colleagues who are in training • Rental of facilities to conduct training • Rental of Audio/Visual equipment • Travel expenses associated with attendance at a formal training course or conference (mileage, hotel, and lodging expenses) • Compensation to volunteers (Fire and nonaffiliated EMS) for wages lost to attend training; there is no overtime or backfill for volunteers • Tuition, exam/course fees, and certifications/certification expenses	• Purchase of training curricula and training services (instructors) • Chemical Biological Radiological Nuclear and Explosive (CBRNE) awareness, performance, planning, and management • Travel expenses associated with Type3 Incident Management Teams (IMT) attending position development/mentoring assignment with national Type 2 or Type 1 IMTs • Those supplies or expendables for one time- use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training • Props (single-use or permanent) for training programs cannot exceed $50,000 for Operation and Safety requests. This does not apply to SFTA requests

Ineligible Training Activities for Fire Departments and Regional Applications include but are not limited to:	
• Construction of facilities(buildings, towers, sheds, etc.) • Firefighting equipment or PPE, such as SCBA, used exclusively for training • Remodeling not directly related to grant activities • Any costs associated with planning and/or participating in formal or planned special event exercises to identify user needs, evaluate an organization's performance capabilities, validate existing capabilities, or to facilitate coordination and asset sharing • Firefighting equipment and PPE rental, as well as training facility personnel costs (such as facility maintenance, cleaning, safety officer services, etc.)	• Site preparation to accommodate or modify any training activity, facility, or prop that is a permanent or semi- permanent improvement, including but not limited to: landscaping, cutting or grading an access road, trenching, paving a training area, exterior stairs or sidewalks, or the installation of utilities is an ineligible and non-reimbursable Training activity • Purchase or lease of real estate (this does not preclude departments from securing necessary training facilities such as classrooms, use of towers, training props, etc.) • Purchase of Unmanned Aerial Vehicles (UAVs) and Drones • Food and beverages

Eligible Nonaffiliated EMS Training Activities include but are not limited to:	
• EMR • EMT • Advanced EMT (AEMT) • AEMT to Paramedic • Paramedic (Applicant must clearly demonstrate plan to accomplish paramedic training within the period of performance) • Community Paramedics (Paramedics with Primary Care certification) • Travel expenses associated with attendance at a formal training course or conference (air/rail transportation, mileage, hotel/lodging expenses), Note: Food and beverages are ineligible travel expenses	• Attendance at formal training forums or conferences providing continuing education credits, etc. • Overtime expenses paid to career nonaffiliated EMS responders to attend training or to backfill positions for colleagues who are in training • Compensation to volunteers (Fire and nonaffiliated EMS) for wages lost to attend training; there is no overtime or backfill for volunteers • Supplies or expendables or one- time use items essential to complete the training activity of a nonaffiliated EMS award's scope of work. Examples include bandages, splints, expendable respiratory supplies, etc.

II. Operations and Safety - Equipment Overview

AFG Program grants fund equipment for effective response, firefighting, rescue, and emergency medical operations to enhance the public safety.

Requests to replace obsolete or damaged equipment should enable the applicant to meet a consensus standard (e.g., a personal SCBA face piece for every operational member of an organization).

Reminder: When requesting training for any items in this section, enter the request under "Other" within "Additional Funding" in the "Request Details" section of the application. Make sure to identify the type and scope of training, time frame, etc. in the explanation section of additional funds. Training must be specific to the use of the equipment (i.e., vendor training) and not duplicative of courses listed under the Training activity.

NOTE:

- Accountability systems are located under equipment activity.
- All simulators, tow vehicles, and all mobile or fixed fire/evolution props (e.g., burn trailers, forcible entry, or rescue/smoke mazes) are located under the equipment activity.

All of the following are considerations in pre-scoring and peer review determinations:

NOTE: Equipment product lifecycles are assigned an age category of Short (5- 7 years), Intermediate (8-14 years), or Long (15-20 years). These age categories are used to compare like types of equipment of a similar age category. Under this system, an item that should have a useful life of 10 years is only compared against other items that have a similar lifecycle. An application does not score higher or lower based on the product lifecycle of an item. It only serves to ensure a more even scoring of equipment based on type.

Priority	Age Category	Fire and Fire Regional	SFTA
BASIC EQUIPMENT			
H	Intermediate	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA
H	Long	Appliance(s)/Nozzle(s)/ Foam Educators	Appliance(s)/Nozzle(s)/ Foam Educators
H	Long	Basic Hand Tools (Structural/Wildland)	Basic Hand Tools (Structural/Wildland)
H	Intermediate	Electric/Gas Powered Saws/Tools	Electric/Gas Powered Saws/Tools
H	Short	Fit Tester	Fit Tester

Priority	Age Category	Fire and Fire Regional	SFTA
H	Intermediate	Hose (Attack/Supply)	Hose (Attack/Supply)
H	Short	Imminently Dangerous to Life or Health (IDLH) Monitoring Equipment	IDLH Monitoring Equipment
H	Immediate	IDLH Protection for Investigators (This is single-use respiratory protection)	
H	Long	Ladders	Ladders
H	Short	Personal Accountability Systems	Personal Accountability Systems
H	Intermediate	PPE Washer/Extractor/Dryer	PPE Washer/Extractor/Dryer
H M	Intermediate	Props: For Fire Department applicants: M For Regional Applicants: H	Props - H
H	Intermediate	RIT Pack/Cylinder	RIT Pack/Cylinder
M	Intermediate	Generator – Portable	Generator – Portable
H	Intermediate	Ropes, Harnesses, Carabiners, Pulleys, etc.	Ropes, Harnesses, Carabiners, Pulleys, etc.
H M	Short	Simulators - M	Simulators - H
H	Short	Thermal Imaging Camera (Must be NFPA 1801 compliant)	Thermal Imaging Camera (Must be NFPA 1801 compliant)
H	Short	Software and LMS to support training	Software and LMS to support training
M	Short	Computers used in support of training	Computers used in support of training
M	Short	Vehicle Mounted Exhaust Systems	Vehicle Mounted Exhaust Systems
M	Short	Mobile computing devices intended to be used on scene (Tablets)	Mobile computing devices intended to be used on scene (Tablets)
COMMUNICATIONS			
H	Intermediate	Base Station (must be P-25 Compliant)	Base Station (must be P-25 Compliant)
H	Intermediate	Headsets	Headsets
H	Intermediate	Mobile Radios (must be P-25 Compliant)	Mobile Radios (must be P-25 Compliant)
H	Intermediate	Mobile Repeaters (must be P- 25 compliant)	Mobile Repeaters (must be P-25 compliant)
H Rural	Intermediate	Pagers (limited to number of active members)	Pagers (limited to number of active members)

Priority	Age Category	Fire and Fire Regional	SFTA
H	Intermediate	Portable Radios (must be P-25 compliant, limited to number of AFG approved seated positions)	Portable Radios (must be P-25 compliant, limited to number of AFG approved seated positions)
M	Intermediate	Mobile Data Terminal (MDT)	MDT
M Urban/Sub-urban	Intermediate	Pagers (limited to number of active members)	Pagers (limited to number of active members)
M	Short	Cell phones/carrier plans/software specifically to enable RoIP	Cell phones/carrier plans/software specifically to enable RoIP
EMS EQUIPMENT			
H	Short	Airway Equipment (Non-Disposable)	Airway Equipment (Non-Disposable)
H	Short	Automated External Defibrillators (AEDs) BLS Level	AEDs BLS Level
H	Short	Automatic Chest Compression Device (CPR)	Automatic Chest Compression Device (CPR)
H	Short	EMS Training Aids	EMS Training Aids
H	Short	EMS/Rescue Equipment	EMS/Rescue Equipment
H	Short	Monitor/Defibrillator – 15 leads	Monitor/Defibrillator – 15 leads
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Pulse Oximeters	Pulse Oximeters
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)
EXTRICATION			
H	Intermediate	Cutter/Spreader	Cutter/Spreader
H	Intermediate	Vehicle Extrication Equipment	Vehicle Extrication Equipment
HAZARDOUS MATERIALS (Hazmat)			
M	Intermediate	Basic Hazmat Response Equipment	Basic Hazmat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (Hazmat)	Sampling Devices (Hazmat)

Priority	Age Category	Fire and Fire Regional	SFTA
SPECIALIZED			
H	Intermediate	Skid Unit	Skid Unit
M	Intermediate	Air Quality Device	Air Quality Device
M	Intermediate	Boats	Boats
M	Short	Marine equipment (NFPA 1925: Standard on Marine Fire-Fighting Vessels)	Marine equipment (NFPA 1925: Standard on Marine Fire-Fighting Vessels)
M	Intermediate	Mobile Generator	Mobile Generator
M	Intermediate	Portable Pump	Portable Pump
L	Short	Specialized Equipment (Other)	Specialized Equipment (Other)
CBRNE EQUIPMENT			
L	Short	CBRNE-related Equipment	CBRNE-related Equipment
L	Short	Non-Disposable Biological Detection	Non-Disposable Biological Detection

Priority	Age Category	Tow Vehicles	Applicant Type
Note: Tow vehicles may be applied for under different application types with differing priority levels. Please reference the chart below when applying for tow vehicles.			
H	Long	Tow Vehicle	SFTA
H	Long	Tow Vehicle	Regional
L	Long	Tow Vehicle	Fire Department

Priority	Age Category	EMS	EMS Regional
COMMUNICATIONS			
H	Intermediate	Base Station (must be P-25 Compliant)	Base Station (must be P-25 Compliant)
H	Intermediate	Mobile Radios (must be P-25 Compliant)	Mobile Radios (must be P-25 Compliant)
H	Intermediate	Mobile Repeaters (must be P-25 Compliant)	Mobile Repeaters (must be P-25 Compliant)
H	Intermediate	Pagers (limited to number of active members)	Pagers (limited to number of active members)

Priority	Age Category	EMS	EMS Regional
H	Intermediate	Portable Radios (must be P-25 Compliant, limited to number of AFG approved seated positions)	Portable Radios (must be P-25 Compliant, limited to number of AFG approved seated positions)
M	Intermediate	MDT	MDT
M	Intermediate	Headsets	Headsets
M	Short	Cell phones/carrier plans/software specifically to enable RoIP	Cell phones/carrier plans/software specifically to enable RoIP
EMS EQUIPMENT			
H	Short	ALS/BLS Equipment	ALS/BLS Equipment
H	Short	Airway Equipment (Non- Disposable)	Airway Equipment (Non-Disposable)
H	Short	AEDs BLS Level	AEDs BLS Level
H	Short	Automatic Chest Compression Device (CPR)	Automatic Chest Compression Device (CPR)
H	Short	EMS Training Aids	EMS Training Aids
H	Short	Monitor/Defibrillator - 15 leads	Monitor/Defibrillator - 15 leads
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
H	Short	Suction	Suction
M	Short	Computers used in support of training	Computers used in support of training
M	Short	Mobile computing devices intended to be used on scene (tablets)	Mobile computing devices intended to be used on scene (tablets)
L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)

Priority	Age Category	EMS	EMS Regional
HAZ-MAT			
M	Intermediate	Basic Hazmat Response Equipment	Basic Hazmat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (HazMat)	Sampling Devices (HazMat)

Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities		
Priority		**Definition**
H	Obtain equipment to achieve minimum operational and deployment standards for existing missions	Applies to requests for equipment needed, and not currently owned, to achieve minimum operational and deployment standard for a department's existing mission requirements. The AFG Program will only fund basic equipment not listed in NFPA 1901/1906 chapters 1 to 28.
H	Replace unusable/unrepairable equipment to meet current standard	Applies to equipment that is no longer usable because it is broken and/or damaged beyond repair. Replacement equipment requested under a grant must meet the most current and appropriate standards for that type of equipment.
H	Replace non-compliant equipment to current standard	Applies to equipment that is deemed obsolete and/or is out of compliance with current standards for that type of equipment. Equipment requested under this reason for purchase has not been deemed inoperable, and while it may not be compliant with current standards it is not broken, damaged, or otherwise unusable.

Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities		
M	Obtain equipment for new mission	Applies to requests for equipment supplies or inventories that are intended to fulfill minimum services requirements associated with new missions that a department is taking on and building the capability for but has not been previously fulfilled. For example, this may include, but is not limited to, establishing a new hazmat capability or Swift Water Rescue capability.
L	Upgrade technology to current standard	Applies to requests for equipment that may or may not be owned, but newer technology is available.

Additional Considerations for Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities
• Equipment that has a direct effect on firefighters' health and safety • Age of equipment considered for replacement • Equipment that operationally benefits other jurisdictions • Equipment that brings the department into compliance with a national recommended standard, (e.g., NFPA or statutory compliance like OSHA)

Eligible Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Activities include but are not limited to:	
• Shipping, taxes, assembly and installation of the requested equipment • Extended warranties and service agreements if acquired concurrent with initial acquisition • Minor interior alterations (requested under Additional Funding and limited to $10,000 total expenditure) to support the awarded Equipment activities (e.g., removal /construction of a non-weight bearing wall) • Equipment for response to incidents involving CBRNE/WMD	• Training specific to the requested equipment • Requested support activities for Equipment requiring supplies or expendables or "onetime" use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training

Ineligible Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Activities include but are not limited to:	
• Construction of facilities, such as buildings, towers, sheds to house communications • All fixed non-mobile repeaters or fixed site amplifiers • Sirens or other outdoor warning devices • Signage of any kind • Phones (telephone/satellite/cell) • Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance • Personal Safety/Rescue Bailout System (PPE) • Computer assisted dispatch (CAD) systems and software, geographic information systems (GIS), dispatch consoles, workstations and office furniture • Nonaffiliated EMS expendable supplies (including, but not limited to medications)	• Utility Vehicles and All-Terrain Vehicles (UTV/ATV) • UAVs and Drones • Bomb disposal equipment and robots • Mobile radios for personally owned vehicles (except Chief Fire Officer's personal vehicle if justified) • Those supplies or expendables or common one-time use items such as foam, soaps, disinfectant wipes, medical gowns/gloves, bandages, any drug, intravenous bags/fluids, defibrillator pads/electrodes, syringes, cervical collars, batteries, exhaust system filters and splints • Flashover or other simulators/props that do not meet NFPA 1402 or 1403 standard (homemade or aftermarket simulators) • Subscriptions, memberships, equipment rental or lease to purchase

IMPORTANT: The only eligible AFG Program activity for interoperable communications equipment is the acquisition of P-25 compliant equipment.

- P-25 compliant interoperable communications equipment has a digital platform that is programmable, scalable, and can communicate in analog mode with legacy radios, and in both analog and digital mode with other P-25 equipment. P-25 compliance enhances interoperability, allowing first responders to communicate with each other to coordinate their response to and mitigate all hazards.
- The procurement of interoperable communications equipment that does not meet P-25 compliance is unallowable.
- There are no waivers for P-25 waivers compliance. All recipients awarded activities with emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- The technical specifications for FY 2018 SAFECOM Guidance on Emergency Communications Grants is available at https://www.dhs.gov/safecom/blog/2018/05/16/release-fy-2018-safecom-guidance-emergency-communications-grants.
  It is the recipient's responsibility to obtain documented evidence that the equipment to be acquired has been tested and passed all the applicable P-25

requirements and the recipient shall be able to produce such documentation to FEMA upon request.

- AFG Program applicants are not required to identify a specific P-25-compliant product in their application narrative, but they must affirm that the interoperable communications equipment requested or acquired will be P-25 compliant.

Note: Recipients using FY2020 AFG Program funds to support emergency communications activities should review and comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Communication equipment (e.g., portable radios) would be included in this standard. Recipients investing in emergency communications must ensure their projects support the Statewide Communications Interoperability Plan (SCIP) for their state.

III. Operations and Safety - Personal Protective Equipment (PPE) Overview

AFG Program funds used to acquire PPE may only be used to acquire compliant PPE for firefighting and nonaffiliated EMS personnel. Only the acquisition of PPE compliant with the most current edition of NFPA 1971, 1976, 1977, 1981, and 1999, are eligible activities. The acquisition of used, refurbished or updated PPE will be ineligible for reimbursement.

PPE requested should have the goal of increasing firefighter safety. When requesting to replace noncompliant or inoperable/unusable/unrepairable PPE (e.g., Turnout Gear and SCBA), applicants will be asked to provide the age of the items being replaced. All PPE items in the current inventory must be accurately described and accounted for in the application narrative.

Based in part on NFPA 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, in order for PPE (to include SCBA) to be considered noncompliant, the items must be a minimum of 2 NFPA cycles and 10 years of age or older from the date they were manufactured.

Training for requested PPE

- Applicants must certify that all grant-funded PPE will only be used by sufficiently trained personnel (failure to meet this requirement will result in the request for funding deemed ineligible).
- If applicants are requesting training to support a PPE activity, it must be entered in the "Additional Funding" section within the "Request Details" section of the application.

- Acquiring or replacing an individual SCBA face piece for each operational member of an organization is High H Priority. To the extent a request for additional face pieces exceeds any face pieces requested as part of an SCBA unit,

that request should be entered as a separate request line item and will not be considered a request "to increase supplies" (e.g., the applicant has the need for 35 Face Pieces, and requested 25 SCBA Units, applicants should separately request 10 additional Face Pieces).

- FEMA considers a complete set of Structural/Proximity PPE Turnout Gear to be comprised of these NFPA 1971 or 1976 compliant components: one pair of pants, one coat, one helmet, two hoods, one pair of boots, two pairs of gloves, and one pair of suspenders, one pair of goggles. In the AHJ where additional PPE such as a Personal Safety/Rescue Bailout System is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set.
- FEMA considers a complete set of EMS PPE Turnout Gear to be comprised of these NFPA 1999 compliant components: one pair of pants, one coat, one helmet, one pair of boots, one pair of gloves, one pair of suspenders and one pair of goggles.
- FEMA considers a complete set of Wildland PPE Turnout Gear to be comprised of these NFPA 1977 compliant components: one pair of pants, one coat, one jumpsuit, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, one pair of goggles, one fire shelter, web gear, backpack and canteen/hydration system. (**Note: funding is limited to (1) set of PPE Turnout Gear per person.**)
- FEMA considers a complete SCBA unit to be comprised of a harness/backpack, one face piece and two cylinders. The following are considerations in pre-scoring and peer review determinations:

Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA PPE Priorities		
Priority	**Activity**	**Definitions**
H	Replace unusable/unrepairable PPE to meet current standard	Applies to PPE-Turnout Gear that is no longer usable because it is broken and/or damaged beyond repair. (This turnout gear is out-of-service and not being worn by emergency responders.) All PPE-Turnout gear requested under a grant must meet the appropriate standards for PPE-Turnout Gear. Departments requesting entire inventory replacement under this purpose will be required to provide documentation to validate inventory condition.
H	Increase supply for new hires and/or existing firefighters that do not have one set of turnout gear (PPE) or allocated seated positions (SCBA)	Applies to PPE-Turnout Gear for new firefighters (i.e. new hires or volunteer recruits) and/or existing firefighters that do not currently have one set of PPE-Turnout Gear.

Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA PPE Priorities		
M	Replace noncompliant PPE to current standard	Applies to PPE-Turnout Gear that is deemed obsolete and/or is out of compliance with current standards for PPE-Turnout Gear. PPE-Turnout Gear to be replaced, it has not been deemed inoperable, and while it may not be compliant with current standards it is not broken, damaged, or otherwise unusable.
Fire Department, Nonaffiliated EMS, Regional, and SFTA SCBA Priorities		
H	**Note:** FEMA considers SCBA (PPE) noncompliant if it is a minimum of two NFPA cycles and 10 years of age or older, from the date of manufacture. • Replace unusable or unrepairable equipment to current standard, NFPA 1981, 2002 Edition or prior. (These SCBA(s) are out-of-service and not being used by emergency responders). • Increase supply for new hires and/or existing firefighters that do not have one set of SCBA for allocated seated positions. • Funding every operational member with their own individual face piece.	
M	• Replace noncompliant PPE to upgrade technology.	

Additional Considerations for Fire Department, Nonaffiliated EMS, Regional, and SFTA SCBA Priorities
• Applicants will be required to provide the age of the PPE being replaced. • Priority of the requested PPE is a factor. • Call volume can contribute to the justification for new risk. • Applicants with the oldest PPE and/or trying to bring the department into 100 percent NFPA compliance or the number of active members who will have compliant gear.

PPE List	
Structural/Proximity - H	
• American National Standards Institute (ANSI) Traffic Vests • Boots • Coats • Complete Set of Turnout Gear • Gloves • Goggles	• Helmets • Hoods • Pants • Pass Devices • Personal Safety/Rescue Bailout System • Suspenders

PPE List	
Respiratory - H	
• Air-Line Unit • Face Pieces • Respirators	• SCBA Spare Cylinders • SCBA (SCBA Unit includes: Harness/Backpack, Face Piece, and2 cylinders)
Wildland - H	
• Jumpsuits/Coveralls • Boots • Coats • Pants • Suspenders	• Goggles • Shelters • Web Gear/Backpacks • Canteens/Hydration Systems • Helmets • Hoods
Specialized PPE - M	
• Ballistic Protective Equipment (BPE), which includes one vest, one helmet, one triage bag, one pair of goggles • Chemical/Biological Suits (Must conform to NFPA 2012 edition) • Encapsulated Suits	• Extrication Clothing/Rescue Clothing • Proximity Suits • Splash Suits • Wet and Dry Suits

Eligible Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA PPE Activities include but are not limited to:	
• ANSI approved retro-reflective highway apparel • Training for requested PPE	• Customized helmet shields • Level C suits • Personal Safety/Rescue Bailout System

Ineligible Fire Department, Nonaffiliated EMS, Regional and SFTA PPE Activities include but are not limited to:	
• Three-quarter length rubber boots • Uniforms (formal/parade or station/duty) and uniform items (hats, badges, etc.) • Rapid Intervention Packs • Gear Bags • Personal Safety/Rescue Bailout System for nonaffiliated EMS organizations • Food and beverages • Integrated thermal imaging cameras (TIC) with heads-up display **Note:** Where bailout system is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set	• Bomb disposal suits • Any communications equipment (e.g., radios and pagers) in the PPE section • Structural, proximity, wildland firefighting gear, or rescue and extrication gear for nonaffiliated EMS organizations • Any decals, embroidery, engraving, flags, graphics, logos, vehicles, and PPE Turnout lettering that customizes awarded items beyond the normal expectation (except customized helmet shields) • Funding is limited to one set of PPE Turnout Gear per person • Equipment rental or lease to purchase

IV. Operations and Safety - Wellness and Fitness Overview

Wellness and Fitness activities are intended to strengthen emergency responders so that their mental, physical, and emotional capabilities are resilient enough to withstand the demands of all hazardous operations. In order to be eligible for funding, applicants must offer, or plan to offer, all five of the following Priority 1 activities as discussed in the table below.

Note: The AFG Program has added cancer screening programs as an eligible item.

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities
Priority 1 - Below are the five activities required for a complete Wellness and Fitness program. • Initial medical exams • Job-related immunization • Annual medical and fitness evaluation • Behavioral health • Cancer Screening Program to meet NFPA 1582 NOTE: Applicants are encouraged to review NFPA 1583 for guidance on the minimum requirements for the development, implementation and management of a health-related fitness program. **Priority 2 -** Applicants may only apply for Priority 2 Items if the applicant offers or is requesting a combination of the five activities required under Priority 1.

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities

- Candidate physical ability evaluation.
- Injury/illness rehab.
- Formal fitness, injury prevention.
- International Association of Fire Fighters (IAFF) or IAFC peer fitness trainer program, (including transportation, travel, overtime/backfill, and reasonable expenses associated with member participation in Train- the-Trainer for IAFC/IAFF and implementation of a peer fitness trainer programs). Core components included in a firefighter fitness assessment include:
    - Aerobic Capacity
    - Body Composition
    - Muscular Strength
    - Muscular Endurance, and
    - Flexibility

Departments that have some of the Priority 1 programs in place must apply for funds to implement the missing Priority 1 programs before applying for funds for any additional program or equipment within this activity. In addition, for all AFG Programs, all grant-funded physicals (except those for explorers) must meet NFPA 1582 standards (Chapter 6, Medical Evaluations of Candidates 6.1 and Chapter 9, Essential Job Tasks — Specific Evaluation of Medical Conditions in Members). The cost of physicals should be based on local physician or health center prices. Detailed information on implementing NFPA 1582 physicals can be found at https://www.fstaresearch.org/roadmap.

Applicants should note that FEMA is working with the NFPA Technical Committee on Fire Service Occupational Safety and Health to evaluate whether the NFPA 1582 standard complies with applicable federal civil rights laws. No decisions have been made and FEMA will issue additional guidance if and when more information becomes available.

NOTE: Simultaneous requests for Priority 1 and Priority 2 activities will receive a lower funding consideration than requests that complete the bundle of the five Priority 1 activities. Applicants should review Health Related Fitness Programs as outlined in NFPA 1583 which is summarized below.

NFPA 1583 Standards on Health-Related Fitness Programs for Fire Department Members

Scope. This standard establishes the minimum requirements for the development, implementation, and management of a health-related fitness program (HRFP) for members of the fire department involved in emergency operations.

Purpose.

The purpose of this standard is to provide the minimum requirements for a health- related fitness program for fire department members that enhances the members' ability to perform occupational activities efficiently and safely and reduces the risk of injury, disease, and premature death.

This document is intended to help fire departments develop a health-related fitness program for fire department members that requires mandatory participation but is not punitive.

This document is not intended to establish physical performance criteria.

Eligible Fire Department and Nonaffiliated EMS Wellness and Fitness activities include but are not limited to:	
• The five Priority 1 items, initial medical exams, job-related immunization, annual medical and fitness evaluation, behavioral health and cancer screening. • Behavioral health programs to include, but not limited to: Critical Incident Stress Management Programs or Employee Assistance Programs. • Transportation expenses related to a member's participation in offered Wellness and Fitness activities.	• Contractual costs (non-hiring) for personnel (such as nutritional counseling), physical fitness equipment (including shipping charges and sales tax, as applicable), and supplies directly related to physical fitness activities. • Minor interior alterations (requested under Additional Funding and limited to $10,000 total expenditure) to support the awarded Wellness and Fitness activities (e.g., removal/ construction of a non-weight bearing wall), will require EHP review.

Ineligible Fire Department and Nonaffiliated EMS Wellness and Fitness activities include but are not limited to:	
• Fitness club memberships for participants or their families. • Non-cash incentives, (e.g., t-shirts or hats of nominal value and vouchers to local businesses or time-off). • Purchase of real estate. • Cash incentives. • Food and beverages	• Purchase of medical equipment that is not used as part of the Wellness and Fitness program. • Contractual services for non-medical and/or non-licensed professionals for programs such as smoking cessation. • Subscriptions and memberships.

V. Operations and Safety - Modifications to Facilities Overview

AFG Program funds may be used to modify fire stations and other facilities. New fire station construction is not eligible.

Eligible activities include source capturing exhaust, sprinkler, carbon monoxide alarms or smoke/fire detection systems – only for these types of systems and not multi-purpose systems that encompass ineligible features as described below.

All changes to facilities including major or minor modifications and equipment installations require EHP review.

The benchmark for eligibility does not apply to minor interior alterations (requested under Additional Funding and limited to $10,000 total expenditure) to support Training, or Wellness and Fitness activities (e.g., removal/construction of a non-weight bearing wall).

In recognition of the risks posed by exposure to diesel fumes, Source Capture Exhaust Extraction Systems (SCES) are an AFG High H Priority item for vehicle exhaust mitigation under Modification to Facilities.

An SCES is a system where exhaust gases from a vehicle are captured directly, via a conduit that attaches to/over the end of the vehicle's exhaust system at the tailpipe. The captured exhaust gases are expelled through the attached conduit via mechanical/pneumatic means to the exterior of the building.

No modification may change the structure's footprint or profile. If requesting multiple items, such as a sprinkler system and exhaust system, the funding for any projects or activities cannot cumulatively exceed $100,000 (Total Project Cost(s)) for any individual station. Eligible projects under this activity must have a direct effect on the health and safety of firefighters.

Note: Vehicle Mounted Exhaust Systems are now listed as a "medium" priority in the equipment activity.

All of the following are considerations in pre-scoring and peer review determinations:

Eligible Fire Department and Nonaffiliated EMS Modifications to Facilities Priorities include but are not limited to:	
H	• Departments requesting source capture exhaust systems, sprinkler systems, carbon monoxide, or smoke/fire detection systems – only for these types of systems and not multi-purpose systems that encompass ineligible features as described below
M	• Emergency generators, Air Quality Systems (AQSs) **Note:** AQSs are fixed equipment that are air purifying, scrubbing, and/or air exchange systems

Ineligible Fire Department and Nonaffiliated EMS Modifications to Facilities activities include but are not limited to:	
• Station maintenance • Resurfacing bay floors • Security systems, or other alerting systems of similar purpose designed to notify fire stations of unauthorized access or provide deployment notifications or multi-purpose systems that include any of these features even if they also include otherwise eligible features	• Interior remodeling not pertaining to the requested project(s) • Food and beverages

Facility Considerations
H Staffed
H Facilities with sleeping quarters
M Facilities without sleeping quarters M Part-time or selected coverage
L Not on a regular basis
L Training facilities and marine fire facilities

G. Regional Applications

Overview

A Regional application is an opportunity for a Fire Department or a Nonaffiliated EMS (NAEMS) organization to act as a host and apply for funding on behalf of itself and any number of other participating AFG Program eligible organizations (a NAEMS organization who is a host regional applicant can only host other NAEMS organizations). A Fire Department that serves as host regional applicant can apply on behalf of other eligible fire departments and NAEMS organizations within the same application. SFTAs are not eligible to apply under the Regional activity. Eligible Regional activities are Vehicle Acquisition and Operations and Safety (but only for Training, Equipment, Wellness and Fitness, and PPE activities). Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and benefit more than one local jurisdiction (county, parish, town, township, city or village) directly from the activities implemented with the grant funds. To align with the stated program objective of fostering interoperability (see Section A), departments and agencies party to regional applications must use the same vendor.

The community identification characteristic (e.g., Rural, Urban, or Suburban) and the organizational status of the host applicant (e.g., Career, Combination, or Volunteer) will be entered and used for the regional application, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed primary first due response areas of the host and participating partner organizations.

Neither the regional host nor any participating partner is prevented from also applying on behalf of their own organization for any AFG Program activity (Vehicle Acquisition or Operations and Safety) however, it cannot be for the same item. For example, a department cannot apply for PPE under its own organization and participate in a regional PPE application.

In the application narrative, a Regional host must include a list of all the AFG Program eligible participating organizations benefitting from a proposed Regional project, including validated points of contact, each organization's EIN, and clear and detailed information on the regional activities requested.

Host organizations should provide specific details, fully explaining the distribution of any grant-funded acquisitions or grant-funded contracted services, as well as the responsibilities between the host and the partner organizations.

In order to apply for a regional project, the host organization must agree, if awarded, to be responsible for all aspects of the grant. This includes, but is not limited to, cost share, accountability for the assets, and all reporting requirements in the regional application.

The host will be required to enter information that captures the macro demographics (e.g., total square miles) and master listings of information (e.g., combined SCBA inventories)

of the partners that serve the region.

All participants of a Regional applicant must be compliant with AFG Program requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the AFG Program Office, the host agency shall not distribute grant funded assets or provide grant-funded contractual services to non-compliant partner organizations. The host and the delinquent partners will be notified by the AFG Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a MOU or equivalent document signed by the host and all participating organizations. The agreement should specify the individual and mutual responsibilities of the participating partners, the participant's level of involvement in the project(s), and the proposed distribution of all grant funded assets and/or contracted services. Copies of the MOU will be requested during the technical evaluation of the application.

The MOU must specify the individual and mutual responsibilities of the host and participating partners, the host's and participant's level of involvement in the project(s), the participating partner's EIN numbers, and the proposed distribution of all grant funded assets or contracted services. Any entity named in the application as benefiting from the award must be an eligible AFG Program organization and must be a party to the MOU or equivalent document.

H. Vehicle Acquisition

Overview

Vehicles purchased with AFG Program funds must be compliant with NFPA 1901 (Standard for Automotive Fire Apparatus), NFPA 1906 (Standard for Wildland Fire Apparatus), or NFPA 1917 or equivalent (Standard for Automotive Ambulances). Leases, loan payments, or installment plans to obtain a vehicle are not eligible acquisition activities under the AFG Program and will not be reimbursed.

Community Paramedic vehicles are non-transport vehicles and are not intended to have a dual role (e.g., as utility or support vehicles). There is nothing inherent in the delivery of community paramedic services that requires any emergency response packages (e.g., lights, sirens) or operational equipment (e.g., rescue tools, structural/wildland firefighting equipment); consequently, such activities are ineligible.

Applicants may apply for more than one vehicle. Requests cannot exceed the financial cap based on population listed in the application. If a department submits multiple types of applications, and more than one of those requests are approved, the department will be held to the same financial cap based on the population listed in the application.

When requesting more than one vehicle, applicants will be asked to fill out a separate line item and answer all the questions including a separate narrative for each vehicle. For example, if applicants are requesting to replace three ambulances, the applicant must fill out the age and vehicle identification number (VIN) of each vehicle being replaced. Applicants cannot use the same VIN in each line item.

In the case(s) when an applicant is not replacing a vehicle but only changing the service status of a vehicle(s), such as from first due to reserve, a VIN number is still required for the narrative and for the vehicle being reassigned.

Applicants requesting fire vehicles that do not have drivers or operators trained to NFPA 1002 or equivalent and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered, will not receive a vehicle award.

Applicants requesting nonaffiliated EMS vehicles that do not have drivers or operators trained to the National Standard Emergency Vehicle Operator Curriculum (EVOC) developed by the United States Department of Transportation (DOT), or equivalent, and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered, will not receive a vehicle award.

All applicants may request funding for a driver training program within the "Vehicle Acquisition" section but must add the request in the "Additional Funding" area in the "Request Details" section of the Vehicle Application.

All driver training program(s) must be in place prior to the delivery of the awarded vehicle(s) or the recipient will be considered in violation of the grant agreement.
The pre-score evaluation criteria consider the department's need for the vehicle based on the age/condition of current vehicles and/or the demands on the organization. ***All of the following are considerations in pre-scoring and peer review determinations:***

Eligible Fire Department, and SFTA Vehicle activities include but are not limited to the following Vehicle Priorities:			
Priority	**Urban Communities**	**Suburban Communities**	**Rural Communities**
H	• Aerial • Ambulance • Pumper • Rescue Vehicle Light, Medium, or Heavy • Non-Transport EMS (Community Paramedic/Healthcare) • Quint • Brush Type III or larger	• Aerial • Ambulance • Pumper • Tanker/Tender • Rescue Vehicle Light, Medium or Heavy • Non-Transport EMS (Community Paramedic/Healthcare) • Quint • Brush	• Aerial • Ambulance • Brush/Attack • Pumper • Tanker/Tender • Non-Transport EMS (Community Paramedic/Healthcare) • Quint

Eligible Fire Department, and SFTA Vehicle activities include but are not limited to the following Vehicle Priorities:			
M	• Command/Mobile Communications Vehicle • Hazmat Unit • Air/Light Unit • Rehab Unit	• Command/Mobile Communications Vehicle • Hazmat Unit • Air/Light Unit • Rehab Unit	• Command/Mobile Communications Vehicle • Hazardous Materials Unit • Air/Light Unit • Rescue Vehicle Light, Medium, or Heavy
L	• ARFF • Foam Truck • Fire Rescue/Boat • Highway Safety Unit • Hybrid (i.e. Transport Engine) • Tanker/Tender	• ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e. Transport Engine) • Fire Rescue/Boat	• ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e. Transport Engine) • Fire Rescue/Boat • Rehab Unit

Eligible Regional Vehicle activities for Fire Departments (ALL Community Types)	
H	• Aerial • Air/Light Unit • Bariatric Ambulance • Command/Mobile Communications Vehicle • Non-Transport EMS (Community Paramedic/Healthcare) • Rehab Unit • Rescue Vehicle Light, Medium or Heavy • Tow Vehicle (Applied for under equipment)
M	• Highway Safety Unit
L	• Hazardous Materials Unit • Foam Truck

Eligible Nonaffiliated EMS and Nonaffiliated Regional Vehicle activities	
H	• Ambulances • Bariatric Ambulance • Non-Transport EMS (Community Paramedic/Healthcare)

Compliance with Standards
• Ambulances must comply with NFPA 1917, Edition 2016, or GSA Federal Standard KKK- A-1822F • Applicants must certify that unsafe vehicles will be permanently removed from service if awarded a grant. Acceptable uses of unsafe vehicles include farm, nursery, scrap metal, salvage, construction, or donation to a foreign entity • Applicants should consider adopting the principles of Traffic Incident Management Systems. The USFA report on TIMS can be found at https://www.usfa.fema.gov/downloads/pdf/publications/fa_330.pdf. • New fire apparatus must be compliant with NFPA 1901 or 1906 for the year ordered/manufactured

Additional Considerations (to include, but not limited to)
• Age and mileage of the vehicle being replaced; older equipment receives higher consideration • Age of the newest vehicle in the department's fleet that is like the vehicle to be replaced • Average age of the fleet; older equipment within the same class • Call volume of primary first due response area or region • Converted vehicles (with an emphasis on tanker/brush trucks) not designed or intended for use in the fire service departments that have automatic aid agreements, mutual aid agreements, or both. A converted vehicle is any vehicle that is not engineered to an NFPA standard, or not being used for its original design, or over its gross vehicle weight (GVW) • Vehicles on loan to the organization in the application narrative but not in the organization's inventory • Damaged vehicles and out of service vehicles in the organization's inventory • Replacement of open cab/jump seat configurations

IMPORTANT

Upon accepting an offer of an award for Vehicle Acquisition under the AFG Program, grant recipients must submit a copy of their vehicle purchase contract to the designated Regional FPS or Program Analyst. To locate Regional FPSs or Program Analyst, please visit https://www.fema.gov/fire-grant-contact-information.

Applicants will be asked to scan document(s) into a PDF format and email them to the Regional FPS for inclusion in the grant file. Submitting a vehicle purchase contract will assist in the programmatic monitoring of an award and help ensure programmatic compliance with the Improper Payments Eliminations and Recovery Act of 2012 (Pub. L. No. 112-248). If recipients do not submit a vehicle purchase contract, they will be

unable to:

- Submit for an advance of federal funds for partial vehicle payment or chassis payment.
- Submit an amendment requesting a Period of Performance extension for the project.

Performance Bond Strongly Recommended: Performance bonds are strongly recommended but not required by the AFG Program. This is for any organization that is going to advance its own funds to their vendor prior to receipt of the vehicle. The bond may be obtained through the vendor or bank. The concept behind this is to ensure the applicant's funds are not lost in the event of a vendor's failure to perform, e.g., not finishing or delivering the vehicle or going out of business.

Prepayment Bond Required: AFG Program vehicle awardees are required to obtain a prepayment bond if the recipient plans to advance federal funds to their vendor for a down payment. This is to safeguard the federal funds against loss if the vendor goes out of business or fails to deliver the vehicle. Prepayment bonds may be obtained through the vendor or bank. The cost of a Prepayment Bond is a reimbursable activity under a vehicle acquisition award.

Penalty Clause Required: All contracts for any AFG Program-funded vehicle must contain a penalty clause. Non-delivery by the contract's specified date, or other vendor nonperformance, will require a penalty that is no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient.

Down Payment: A down payment for the purchase of a vehicle is allowable if required in the vehicle purchase contract, but FEMA will only allow up to 25 percent of the federal share to be drawn for this purpose.

Any costs over-and-above the 25 percent limit, such as the cost of a chassis or any other fees or services, must be borne by the recipient or deferred until final payment is drawn.

Federal funds may not be requested for any other payments to include, but not limited to: periodic or progress vehicle payments, loan payments, or the acquisition of NFPA 1901 compliant equipment for the awarded vehicle if they are being supplied under the vehicle contract. Purchases outside of the vehicle contract can be requested for payment, i.e. driver/operator training, physical exams for driver/operator, and NFPA 1901/1906 compliant equipment specific to the type of apparatus awarded.

Final Payment: To expedite the acquisition process, and prior to the vehicle being received, inspected, and accepted, the recipient may request the final vehicle payment as an advance payment request. However, the recipient shall not disburse or satisfy the vehicle obligation until after the vehicle is received, inspected, and accepted by the recipient.

Vehicle Loans: Pursuant to 2 C.F.R. § 200.313(a)(2), recipients may not encumber AFG Program-funded equipment unless approved by FEMA. For example, recipients may not use a vehicle funded with AFG Program funds as collateral for any type of financial loan unless approved by FEMA.

Eligible Fire Department, Nonaffiliated EMS Organizations, Regional, and SFTA Vehicle activities include but are not limited to:	
• Cost of vehicle • Physicals to meet current NFPA 1582/US DOT 649 F • Cost of associated equipment that is eligible under current NFPA 1901/1906	• Driver/operator training programs that meet applicable standards, current NFPA 1002 or EVOC, or equivalent • Travel expenses (air/rail transportation, mileage, hotel/lodging) to inspect a requested vehicle during production (if justified in the Vehicles narrative) **Note: Food and beverages are ineligible travel expenses**

Ineligible Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA Vehicle activities include but are not limited to:	
• Leasing, rental, or installment purchase of any grant funded vehicle • Aircraft, bulldozers, and construction- related equipment • Using the vehicle being awarded as collateral for any financial loan • Food and beverages	• UTVs and ATVs are not eligible • UAVs and Drones • Used or refurbished apparatus are ineligible activities under Vehicle Acquisition • Converted vehicles not originally designed for firefighting are not eligible for refurbishment

Example of vehicle types

- Pumper (an apparatus that carries a minimum of 300 gallons of water and has a pump with the capacity to pump a minimum of 750 gallons per minute)
- Urban interface vehicles (Type I) pumper (300 gallons of water and 750 GPM)
- Ambulance (vehicle used for transporting patients)
- Tanker/Tender (an apparatus that has water capacity in excess of 1,000 gallons of water
- Quint Aerial (an aerial ladder, elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water)
- Quint (Fire apparatus with a permanently mounted fire pump, a water tank, a hose storage area, an aerial ladder or elevating platform with a permanently mounted waterway, and a complement of ground ladders)
- Aerial Ladder: Elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water

Unsafe Vehicles

If applicants specify the vehicle(s) to be replaced are unsafe, they must certify that if awarded, the unsafe vehicle to be replaced will be permanently removed from emergency service response. Permanently removed from emergency service response means the recipient cannot use the vehicle being replaced for any emergency service response, nor can the recipient sell or otherwise transfer title to any individual or emergency service response organization that will use the unsafe vehicle for emergency service response.

A recipient who certifies it will remove an unsafe vehicle from service but then sells/transfers the unsafe vehicle to another emergency service response organization, or otherwise does not remove the unsafe vehicle from emergency service response, is considered to be in violation of the grant agreement.

Acceptable dispositions (donation or sale) of unsafe vehicles include. but are not limited to: a training facility (NO emergency response off the training grounds), farm use, construction or nursery use, sale to a non-emergency service response entity for refurbishment, scrap metal, salvage or foreign donation.

Appendix C: Award Administration Information

1. *Appendix C contains detailed information on AFG Program Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s).*

Help FEMA Prevent Fraud, Waste, and Abuse

If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS Office of Inspector General (OIG) Hotline at (800) 323-8603, by fax at (202) 254-4297, or email DHSOIGHOTLINE@dhs.gov.

I. Economic Hardship Waivers of Cost Share and Maintenance of Effort

In cases of demonstrated economic hardship, and upon the request of the recipient, the Administrator may waive or reduce an AFG Program cost share or MOE requirement for certain recipients. (15 U.S.C. § 2229(k)(4)(A)) As required by statute, the Administrator of FEMA established guidelines for determining what constitutes economic hardship and published these guidelines at FEMA's website:

https://www.fema.gov/media-library-data/1519836401291-5ab3e7fc3eaea15bea8a68b5638e892d/Eco_Hardship_Waiver_FPS_SAFER_AFG_IB_FINAL.pdf

The applicant is required to submit documentation supporting their request for an Economic Hardship Waiver at the time of the application by attaching the supporting document to the grant application.

To receive and Economic Hardship Waiver the applicant must address the specific conditions as well as format the waiver request submission as specified in 'Section III – Guidance, Part D: Eligibility – Demonstrating Economic Hardship' of Information Bulletin No. 427.

Failure to provide documentation at the time of application or address the conditions or following the prescribed format in Information Bulletin No. 427 will result in a denial of the waiver.

II. Grant Writer/Preparation Fees

Fees for grant writers may be included as a pre-award expenditure. Fees payable on a contingency basis are not an eligible expense. For grant writer fees to be eligible as a pre-award expenditure, the fees must be specifically identified and listed within the "Request Details" section of the application. FEMA will only consider reimbursements for application preparation, not administration, up to, but not more than $1,500. Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the Federal Government from receiving funding under federally-funded

grants or contracts. Recipients must verify that the contractor is not suspended or debarred from participating in specified federal procurement or nonprocurement transactions pursuant to 2 C.F.R. § 180.300.

By submitting the application, applicants are certifying all of the information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA. These actions include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS OIG.

Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. In addition, in order to charge grant writer fees to the grant award, the fees must have been paid no later than 30 days after the end of the application period. The following documentation shall be provided to FEMA upon request:

i. A copy of the grant writer's contract for services
ii. A copy of the invoice or purchase order
iii. A copy of the canceled check (front and back)

Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

NOTE: FEMA requires that all applicants identify any individual or organization that assisted with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application.

III. Maintenance and Sustainment for AFG Programs

The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible Maintenance and Sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with AFG Program funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty or contract is purchased.

The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period of performance as long as the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

IV. Taxes, Fees, Levies, and Assessments

Taxes, fees, levies, or assessments that the recipient is legally required to pay and is directly related to any eligible AFG Program acquisition activity may be charged to an AFG Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the AFG application narrative, as well as the "Request Details" section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient's agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible AFG Program acquisition activity, are not chargeable to any AFG Program award.

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees*, but only if the eligible organization submits an exemption or waiver request to the FCC.

**Government entities are not required to pay FCC regulatory fees. Non-profit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC, a valid Internal Revenue Service Determination Letter documenting its nonprofit status or certification from a governmental authority attesting to its exempt status. For more information, please visit http://www.fcc.gov.*

V. Excess Funds

After completing the initial project's purpose in the recipient's application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive

procurement processes.

These cost-shared excess funds may be utilized to address an organization's local needs or to mitigate identified capability gaps. FEMA expects excess funds to be obligated concurrent with an award's period of performance to address a known or critical need.

Excess Funds Restrictions

In general, excess funds are limited to no more than $10,000 for any award. If you have any questions, contact the AFG Help Desk at 866-274-0960 or e-mail us at firegrants@fema.dhs.gov.

The $10,000 maximum is cumulative for any grant, regardless of the number of activities within the award, and will require no amendment except when the use of excess funds is for any eligible activity that would normally require an EHP review.

- Excess funds cannot be used to support Fire Prevention and Safety activities.
- Consistent with the funding priorities set by the panel of fire service professionals and stakeholders, excess funds are limited to the purchase of High Priority items only.
- The opportunity for excess funds is limited when the original uncompleted Scope of Work is changed via an Amendment.

Example: An award has a single activity (i.e., the acquisition of 50 SCBAs) that is reduced via Amendment. The federal participation and the recipient cost obligation are both reduced and any remaining unliquidated federal funds resulting from the reduction in quantity is *not allowable* as excess funds.

- Excess funds cannot be used for grant writer/preparer fees.
- Excess funds may only be used for allowable activities identified in the program guidance for that fiscal year's grant cycle.

Exceptions to the $10,000 use may be considered by FEMA if urgent and compelling need that can be directly related to a demonstrated event impacting the health and safety of the firefighters within the department can be identified. This request must be submitted in writing via an amendment.

VI. Payments and Amendments

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. AFG Program payment/drawdown requests are generated using FEMA GO. AFG Program payment/drawdown requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements. Recipients should not expend funds until all special conditions listed on the grant award document have been met, including completion of EHP review, and the request for payment in FEMA GO has been approved. Recipients should draw down funds based upon

immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. *See, e.g.*, 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

Advances
Recipients shall be paid in advance, provided they maintain, or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and its disbursement by the recipient (not to exceed 30 days), and the financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200. The recipient shall include invoice(s) and/or purchase orders for advance AFG Program payment/drawdown requests. EHP review requirement must be met prior to advanced payments.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal laws in effect at the time a grant is awarded to the recipient. Governing interest requirements include the *Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards* at 2 C.F.R. Part 200 and the *Cash Management Improvement Act* (CMIA) and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient's account until the time the recipient pays out the funds for program purposes. For the rate to use in calculating interest, please visit Treasury Current Value rate at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm.

Reimbursement
Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with U.S. Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds. As a prerequisite of AFG Program approval for reimbursement requests, recipients shall include proof of purchase, in the form of a cancelled check or credit card transaction, and a final invoice(s) in each reimbursement AFG Program payment/drawdown request.

Rebates
Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305. The reduction of federal financial participation via rebates/refunds *may* generate excess funds for the recipient if the recipient previously obligated their Cost Share match based upon the original award figures. If the recipient previously obligated their original Cost Share *prior* to the rebate, then the recipient *may* have minimum excess funds equal to the difference

between the original Cost Share less the rebate adjusted Cost Share.

Payment Requests During Closeout
A recipient may only submit reimbursement payment requests up to 120 days after the expiration of the period of performance, during an award's closeout reconciliation per 2 C.F.R. § 200.344. Reimbursement payments are the only eligible type of requests to be submitted after a grant's period of performance has expired. The expenditure must have been obligated and received during the period of performance of the award. The recipient's request should contain clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance; FEMA may request documentation supporting the reimbursement for review at any time.

Amendments
FEMA may approve AFG Program award amendments on a case-by-case basis, for the following reasons:

- Extension of the period of performance in order to complete the scope of work;
- Changes to the activity, mission, retroactive approval [pre-award], closeout issues, and some excess funds requests;
- Budget changes (adding funds to award/non-closeout deobligation of funds).

FEMA will only consider amendments submitted via FEMA GO. These requests must contain specific and compelling justifications for the requested change. Amendments or changes to the scope of work may require additional EHP review. FEMA strongly encourages recipients to expend grant funds in a timely manner, to be consistent with AFG Program goals and objectives.

NOTE: A recipient may deobligate (i.e., return) unused funds (i.e., those remaining funds previously drawn down via payment request and/or remaining award funding that was never requested) to DHS/FEMA prior to the end of an award's period of performance. To exercise this option, a recipient must submit an amendment via FEMA GO and state in the amendment that the unliquidated funds (i.e., the funds to be returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate in the amendment that it understands that the returned funds will be deobligated and unavailable for any future award expenses. Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's Cost Share obligation. FEMA will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, FEMA will hold the approved deobligation request for 14 calendar days as a period for recipient reconsideration before FEMA processes the deobligation request.

VII. Disposition of Grant Funded Equipment

A recipient must use, manage, and dispose of AFG Program-funded equipment in accordance with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 C.F.R. § 200.313. With the exception of state

governments, when original or replacement equipment acquired under an AFG Program award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting a Regional FPS or the AFG Help Desk prior to the disposition of AFG Program-funded equipment, to include vehicles.

Appendix D: Award Administration Information

In accordance with the Office of Management and Budget's guidance located at 2 CFR part 200, all applicable Federal laws, and relevant Executive guidance, the DHS will review and consider applications for funding pursuant to this notice of funding opportunity in accordance with the:

- President's September 2, 2020 memorandum, entitled Memorandum on Reviewing Funding to State and Local Government Recipients of Federal Funds that Are Permitting Anarchy, Violence, and Destruction in American Cities;

- Executive Order on Combating Race and Sex Stereotyping (E.O. 13950);

- Executive Order on Protecting American Monuments, Memorials, and Statues and Combating Recent Criminal Violence (E.O. 13933); and

- Guidance for Grants and Agreements in Title 2, Code of Federal Regulations (2 CFR), as updated in the Federal Register's 85 FR 49506 on August 13, 2020, particularly on:

    - Selecting recipients most likely to be successful in delivering results based on the program objectives through an objective process of evaluating Federal award applications (2 CFR part 200.205),
    - Prohibiting the purchase of certain telecommunication and video surveillance services or equipment in alignment with section 889 of the National Defense Authorization Act of 2019 (Pub. L. No. 115—232) (2 CFR part 200.216),
    - Promoting the freedom of speech and religious liberty in alignment with Promoting Free Speech and Religious Liberty (E.O. 13798) and Improving Free Inquiry, Transparency, and Accountability at Colleges and Universities (E.O. 13864) (§§ 200.300, 200.303, 200.339, and 200.341),
    - Providing a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States (2 CFR part 200.322), and
    - Terminating agreements in whole or in part to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities (2 CFR part 200.340).

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 03/01/2021
Prepared By: Mary Lawrence, Director of Finance
Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6704
Approving and Authorizing Publication of Notice of Intention to Issue Certificates of Obligation

Issue:

To consider all matters incident and related to approving and authorizing publication of notice of intention to issue $30,000,000 in certificates of obligation (COs), including the adoption of a resolution pertaining thereto.

Background:

At the February 1, 2021 Council meeting, the Council directed staff to proceed with a $30 million CO bond issue. The CO's related to this issue will provide funding for various capital projects such as the Police Department headquarters (PDH), various thoroughfares related to Planned Developments, and park improvements. Some of these projects, such as Planned Development thoroughfares, are more time sensitive, while others are not tied to the timing of other development (such as the PDH and parks improvements).

State law requires that certain notices be published to the public informing them of the Council's intentions to issue debt prior to adoption of an ordinance that authorizes the debt issuance. This resolution accomplishes this requirement. The COs are expected to be issued in April, 2021 and funded in May 2021.

Origination:

City's Manager's Office and Specialized Public Finance, Inc.

Financial Consideration:

Funding for the estimated annual debt service of approximately $1.3 million - $1.6 million will be provided through the City's ad valorem tax revenue, with a secondary pledge coming from the City's water and sewer revenues. Cost of advertising for the publications is expected to be about $500.00.

Staff Recommendation:

The staff recommends approval of this resolution.

Alternatives:

The Council could choose not to issue debt and postpone the construction of the projects.

Attachments

Resolution No. 6704

RESOLUTION NO. 6704

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND AUTHORIZING PUBLICATION AND POSTING OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas (the "City"), has determined that certificates of obligation should be issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271 (the "Act") for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: (a) acquiring, constructing, designing, improving, expanding, renovating, and equipping a new Police Department Headquarters, (b) designing, constructing, renovating, improving, reconstructing, restructuring and extending streets, roads, thoroughfares, alleys, sidewalks, bridges, and intersections, including drainage, utility line relocations, entryways, landscaping, lighting, curbs, gutters, traffic signalization, and the acquisition of land and rights-of-way therefor, and (c) acquiring, constructing, improving and equipping parks and park facilities, and the acquisition of land and rights-of-way therefor; and (ii) professional services rendered in relation to such projects and the financing thereof; and

WHEREAS, prior to the issuance of such certificates, the City Council is required to publish notice of its intention to issue the same in accordance with the provisions of the Act; now, therefore,

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

SECTION 1: The City Clerk is hereby authorized and directed to cause notice to be published of the City Council's intention to issue certificates of obligation, in one or more series, in a principal amount not to exceed $30,000,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: (a) acquiring, constructing, designing, improving, expanding, renovating, and equipping a new Police Department Headquarters, (b) designing, constructing, renovating, improving, reconstructing, restructuring and extending streets, roads, thoroughfares, alleys, sidewalks, bridges, and intersections, including drainage, utility line relocations, entryways, landscaping, lighting, curbs, gutters, traffic signalization, and the acquisition of land and rights-of-way therefor, and (c) acquiring, constructing, improving and equipping parks and park facilities, and the acquisition of land and rights-of-way therefor; and (ii) professional services rendered in relation to such projects and the financing thereof, and payable from ad valorem taxes and a limited pledge of the net revenues of the City's combined Waterworks and Sewer System. The notice hereby approved and authorized to be published shall read substantially in the form and content

of **Exhibit A** hereto attached and incorporated herein by reference as a part of this Resolution for all purposes.

SECTION 2: The City Clerk shall cause the aforesaid notice to be published (i) in a newspaper of general circulation in the City, once a week for two consecutive weeks, the date of the first publication to be at least forty-six (46) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation and (ii) continuously on the City's website for at least forty-five (45) days before the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

SECTION 3: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 4: This Resolution shall be in force and effect from and after its passage on the date shown below.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the _____day of _____, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____

NAME: _____
RYAN PITTMAN

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CITY OF SHERMAN, TEXAS CERTIFICATES OF OBLIGATION

TAKE NOTICE that the City Council of the City of Sherman, Texas, shall convene at 5:00 o'clock P.M. on the 19th day of April, 2021, at the City Hall, 220 W. Mulberry St., Sherman, Texas, and, during such meeting, the City Council will consider the passage of one or more ordinances authorizing the issuance of one or more series of certificates of obligation in an amount not to exceed $30,000,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: (a) acquiring, constructing, designing, improving, expanding, renovating, and equipping a new Police Department Headquarters, (b) designing, constructing, renovating, improving, reconstructing, restructuring and extending streets, roads, thoroughfares, alleys, sidewalks, bridges, and intersections, including drainage, utility line relocations, entryways, landscaping, lighting, curbs, gutters, traffic signalization, and the acquisition of land and rights-of-way therefor, and (c) acquiring, constructing, improving and equipping parks and park facilities, and the acquisition of land and rights-of-way therefor; and (ii) professional services rendered in relation to such projects and the financing thereof; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the City's combined Waterworks and Sewer System. In accordance with Texas Local Government Code Section 271.049, (i) the current principal amount of all of the City's outstanding public securities secured by and payable from ad valorem taxes is $71,985,000; (ii) the current combined principal and interest required to pay all of the City's outstanding public securities secured by and payable from ad valorem taxes on time and in full is $100,128,657; (iii) the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is $41,059,371; (iv) the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the certificates to be authorized is August 15, 2051. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271.

Linda Ashby
City Clerk
City of Sherman, Texas

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 03/01/2021

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6705

Authorizing Execution of a Development Agreement with Young Enterprises, L.P. for the Construction of Public Facilities in Cottages at Magnolia Village, a 6.166-acre Development East of Hilre Drive and North of North Creek Drive in the City of Sherman

Issue:

The construction of public facilities in Cottages at Magnolia Village a 6.166-acre development east of Hilre Drive and north of North Creek Drive in the City of Sherman

Background:

Young Enterprises, L.P. proposes to construct a 6.166-acre development with 40 residential lots east of Hilre Drive and north of North Creek Drive, which includes the construction of streets, storm sewer, water, and wastewater mains. Construction of this public infrastructure will be completed by Young Enterprises, L.P. and paid for by Young Enterprises, L.P.. Upon completion, the improvements will be dedicated to the City, and the City will be responsible for the maintenance of these public facilities thereafter.

Origination:

Engineering Department

Financial Consideration:

The development fee to be paid by the developer for public inspection will be $18,809.59.

Staff Recommendation:

Staff recommends approval and execution of the Development Agreement.

Alternatives:

As directed by the City Council

Attachments

Resolution No. 6705
Agreement
Exhibit "A"
Location Map

RESOLUTION NO. 6705

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH YOUNG ENTERPRISES, L.P. FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN COTTAGES AT MAGNOLIA VILLAGE, A 6.166-ACRE DEVELOPMENT EAST OF HILRE DRIVE AND NORTH OF NORTH CREEK DRIVE IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Development Agreement with Young Enterprises, L.P. for the construction of public facilities in Cottages at Magnolia Village, a 6.166-acre development east of Hilre Drive and north of North Creek Drive in the City of Sherman, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TX on this the_____day of_____, 2021.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
NAME: _____
CITY ATTORNEY

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF SHERMAN AND YOUNG ENTERPRISES, L.P.

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2021 (the "Effective Date"), by and among the City of Sherman ("City"), a municipal corporation organized under the laws of the State of Texas, and Young Enterprises, L.P., ("Developer").

WITNESSETH:

WHEREAS, City recognizes the importance of its continued role in local economic development; and

WHEREAS, Developer is developing a portion of the City and making improvements to the City; and

WHEREAS, Developer owns or controls lands located in Sherman, Texas, and described to the City by the Developer as Cottages at Magnolia Village, and attached hereto and made a part hereof as if fully set out in this paragraph as Exhibit "A" and hereinafter referred to as the "Property", and Developer intends to develop the Property by constructing improvements thereon; and

WHEREAS, the Developer desires that the City accept the dedication of the streets, utilities, and other improvements as reflected on the plans and specifications submitted by the Developer as a part of the public facilities of the City, as indicated in Paragraph 2 of Article I; and

WHEREAS, the CITY is willing to provide, in accordance with the provisions of this Agreement and the prevailing state and local laws, city services to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive City services;

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

ARTICLE I.
SPECIFIC CONTRACT PROVISIONS

1. **Assurance of Title:** At the time of execution of this Agreement, the Developer agrees to deliver to City a copy of a Title Insurance Policy, or an opinion of title from a qualified attorney-at-law addressed to the City in a form and substance satisfactory to City with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens

and covenants. The provisions of this paragraph are for the purpose of evidencing Developer's legal right to grant the exclusive rights of service contained in this Agreement.

2. **Assurance of Accuracy of Documents:** Developer has caused the subdivision plat of the Property (the "plat) and all plans and specifications (the "plans") for the streets, utilities and other improvements to be developed on the Property (collectively the "Project") as part of the public facilities of the City, to be prepared by a Registered Professional Engineer and that Plat and Plans accurately depict such subdivision and the improvements comprising the Project. Developer understands that the City will rely on the accuracy of the Plat and Plans in making its determination as to whether the documents comply with all City ordinances, state and federal law.

3. **Development Documents:** Upon the execution of this Agreement, Plat, Plans, and orders of the City Planning and Zoning Commission and the City Council, made in connection with the approval of the subdivision depicted on the Plat (hereinafter the "Subdivision") are confirmed, ratified, and agreed upon by both parties. Developer agrees to comply with such orders and Ordinance No. 2684, and any amendments as of the date of the execution of the contract, as applicable to the Subdivision; and all of the work of the Project will be subject to approval by the City Engineer (as defined in Paragraph 9 of this Article) to meet City standards, and in accordance with applicable City regulations. The Plat, Plans, orders of the City Planning and Zoning Commission, and the City Council and Ordinance No. 2684 (hereinafter collectively referred to as the "Development Documents") are incorporated into this Agreement a part thereof for all purposes.

4. **Delivery of Improvements:** The Developer will pay for and deliver to the City free and clear of all liens and costs, all of the improvements provided in the Development Documents.

5. **Performance Bond:** No work shall be performed within the Subdivision until the Developer presents to the City Manager a satisfactory Performance Bond and a Payment Bond, as provided by Chapter 2253 of the Texas Government Code, from the Contractor in favor of the Developer and the City. Such bond shall be made for 100% of the contract price for all streets and utilities and public works to be installed in the Subdivision, and shall be in a form containing all other provisions set forth in Chapter 2253 of the Texas Government Code, including, but not limited to, Section 2253.021 of that Chapter.

6. **Failure to Complete Development:** If the Developer does not complete the Improvements contained in the Development Documents on or before March 1, 2022, City may, at its election, use the Performance Bond to complete such Improvements. The date in this Paragraph may be extended by the mutual agreement of the parties. Such extension shall be in writing, as provided in Paragraph 13 of Article II.

7. **Availability of Public Facilities:** No public facilities will be made available to any lot within any segment of this Subdivision until the work on each segment is performed and approved as agreed upon in this Agreement.

8. **Registered Civil Engineer:** All of the plans and specifications for the improvements herein mentioned in the Development Documents, shall be prepared by a Registered Professional Civil Engineer, and all of the improvements shall be built under the supervision of such engineer, and the engineer shall certify to the City that, as each segment is built, such segment as built is true and correct in accordance with the plans and specifications, and that the same was built under his supervision, and the certificate shall be signed and sealed by such engineer. All of the expense of such engineering shall be paid for by the Developer.

9. **City Engineer:** Before work is begun on any improvement, the City Engineer shall designate a person, hereinafter identified as "City Engineer," who shall be notified and arrangements made for inspection by the City Engineer at such stages of construction as required by him, and no improvement constructed underground shall be covered by the Developer until inspected by the City Engineer and approved by him. At any time any construction is contrary to the plans and specifications, the City Engineer shall be, and is, empowered to stop construction and require correct construction and installation at the Developer's risk and without liability to the City.

10. **Coordination of Work:** The work will be coordinated between the City and the Developer so that the utilities will be in place before the permanent improvements are installed.

11. **Utility Arrangements:** The Developer will make its own arrangements with gas, electric, and telephone service providers for extensions of their utilities, and upon complying with this Agreement, the City utilities will be furnished.

12. **Fees:** Other fees normally charged by the City for building permits, water taps, service connections, and similar fees will be paid as required to the City by the Developer.

13. **Maintenance Bond:**

    A. Developer shall provide a Maintenance Bond to the City at the time of final acceptance of the improvements by the City Engineer. The Bond shall name the City as an obligee under the bond and the bond shall provide a one (1) year guarantee on all the improvements contained in the Development Documents.

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

    A. Developer understands that, pursuant to Section 212.904 of the Texas Local Government Code, the developer is entitled to an apportionment of the municipal infrastructure cost and that such apportionment must be done by a professional engineer. Developer hereby agrees that any land or property it donates to the City, as reflected on the Final Plat, is roughly proportionate to the need for such land. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development of the Property and its needs related thereto. BY MY SIGNATURE

ON THIS AGREEMENT, DEVELOPER HEREBY FREELY, KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, OR ANY OTHER RELATED CLAIMS. DEVELOPER AGREES THAT THE DEVELOPER'S AGREEMENT MAY PROCEED WITHOUT THE REQUIREMENTS IMPOSED ON THE CITY UNDER SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE, EXCEPT DEVELOPER SPECIFICALLY RESERVES ITS RIGHT TO APPEAL THE APPORTIONMENT IN ACCORDANCE WITH SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

B. BOTH DEVELOPER AND THE CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY *DOLAN V. TOWN OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AND WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN THE DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE FOREGOING, INCLUDING ALL DEDICATIONS OF LAND, PARKLAND, AND ANY INFRASTRUCTURE REFERENCED HEREIN. I CONSENT TO THIS WAIVER AFTER HAVING THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND WAIVER PROVISION WITH MY ATTORNEY, OR IF I HAVE NOT REVIEWED THIS WITH AN ATTORNEY, THAT I HAVE HAD THE OPPORTUNITY TO DO SO AND HAVE VOLUNTARILY CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY.

15. **Other Provisions:**

A. Upon Completion of the Subdivision one electronic copy and one set of reproducible "Record" drawings will be supplied to the City.

B. The Developer shall pay to the City an engineering plan review, inspection, and testing fee of $18,809.59.

C. Developer agrees that the development, as set forth in the Development Documents, will comply with all applicable federal, state and local laws, including but not limited to those laws relating to the discharge of storm water upon completion of the development.

D. Developer and City agree that any and all goods and services relative to infrastructure dedicated to the City are exempt from state and local sales tax in accordance with Texas Tax Code §§151.309 and 151.311.

ARTICLE II.

GENERAL CONTRACT PROVISIONS

1. **Force Majeure.** If the performance of any of the parties hereto is delayed by reason of war, civil commotion, acts of God, inclement weather, unanticipated subsurface conditions, fire or other casualty, court injunction or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed. The terms above shall not apply to extend the time permitted for any payment obligations set forth in this Agreement.

2. **INDEMNIFICATION AND HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEVELOPER OBLIGATES ITSELF TO THE CITY TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPERS EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HEREWITH, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF DEVELOPER, ITS OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY. This indemnity does not waive any governmental immunity available to the City under Texas law and does not waive any defenses of the parties under Texas law.

3. **Authority to Bind**. Each general partner or member executing this Agreement on behalf the Developer represents that, by executing this Agreement in such capacity, it acts within the scope of its authority and does not exceed the bounds of its authority to act to bind such party regarding the obligations and assurances contained in this Agreement. City represents that the execution of this Agreement as provided below has been duly authorized by the City Council as provided in the Approval Resolution.

4. **Events of Default**. A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement. The non-defaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.

5. **Remedies Available to City**. If a default by Developer shall occur and continue, after thirty (30) day's notice to cure default, City may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law and including using the Performance Bond to complete the work, without the necessity of further notice to or demand upon Developer. City shall not, however, have the right to exercise such remedies for so long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within thirty (30) days following notice, pursues such cure with reasonable diligence and completes such cure within one hundred eighty (180) days.

6. **No Waiver of Defenses.** Nothing in this Agreement shall be construed or intended to waive any defenses available to the City, including, but not limited to, governmental immunity.

7. **Venue and Governing Law**. This Agreement is performable in Grayson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Grayson County. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

8. **Notices**. Any notice required by this Agreement shall be deemed to be properly served (i) three (3) days following deposit if deposited in the U.S. mail by certified letter, return receipt requested; (ii) on the next business day if sent by nationally recognized overnight delivery service; or (iii) upon receipt if transmitted by facsimile or electronic transmission, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

CITY:
DESIGNEE: Wayne E. Lee, P.E., CFM
ADDRESS: 220 W. Mulberry Street
Sherman, TX 75090
PHONE: 903-892-7327
FAX: 903-870-7802

DEVELOPER: Young Enterprises, L.P.
DESIGNEE: Todd Young, President
ADDRESS: 5414 N. FM 1417
Sherman, TX 75092
PHONE: (903) 892-1508
EMAIL: tyoung@yecon.net

9. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such

invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, which may be transmitted originally or electronically, each of which shall be deemed an original and constitute one and the same instrument.

11. **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

12. **Successors and Assigns.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto, provided, however, this Agreement shall not be assigned by Developer without prior written approval by the City Manager of the City, which approval shall not be unreasonably withheld or delayed. City may assign or delegate any of its rights or obligations under this Agreement but the same shall not constitute a novation.

13. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

14. **Interpretation of Agreement.** This is negotiated Agreement. If any part of this Agreement is in dispute, the parties stipulate that the Agreement shall not be construed more favorably for either party.

IN WITNESS WHEREOF, parties have caused this Agreement to be executed in duplicate this _____ day of _____ 2021, with an original to each party.

Developer: Young Enterprises, L.P.

BY: _____
NAME: Todd Young
TITLE: President

ATTEST: **BY:** _____

NAME: _____

TITLE: _____

CITY: **CITY OF SHERMAN**

BY: _____
NAME: Robby Hefton
TITLE: City Manager

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

APPROVAL RECOMMENDED:

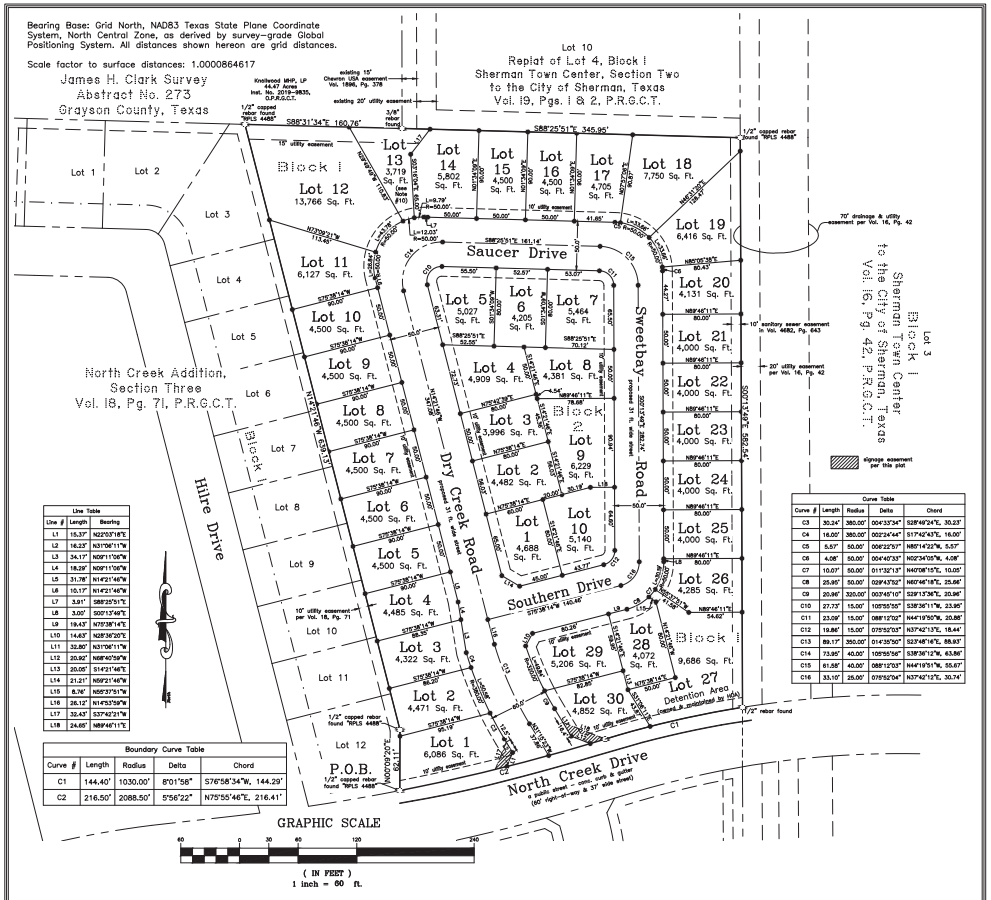
_____
Wayne E. Lee, P.E., CFM / Director Engineering

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

BY: _____

NAME: _____
CITY ATTORNEY

EXHIBIT "A"



Line Table		
Line #	Length	Bearing
L1	15.37'	N22°03'18"E
L2	16.23'	N31°06'11"W
L3	34.17'	N09°11'06"W
L4	18.29'	N09°11'06"W
L5	31.78'	N14°21'46"W
L6	10.17'	N14°21'46"W
L7	3.91'	S88°25'51"E
L8	3.00'	S02°13'49"E
L9	19.43'	N75°38'14"E
L10	14.63'	N28°36'20"E
L11	33.80'	N31°06'11"W
L12	20.92'	N68°40'59"W
L13	20.05'	S14°21'46"E
L14	21.21'	N59°21'46"W
L15	8.76'	N85°37'51"W
L16	28.12'	N14°53'59"W
L17	32.43'	S37°42'21"W
L18	24.65'	N89°46'11"E

Curve Table				
Curve #	Length	Radius	Delta	Chord
C3	30.24'	380.00'	004°33'36"	S28°49'24"E, 30.23'
C4	16.02'	380.00'	002°24'44"	S17°42'43"E, 16.00'
C5	5.57'	50.00'	006°22'57"	N80°14'22"W, 5.57'
C6	4.08'	50.00'	004°40'33"	N02°34'05"W, 4.08'
C7	10.07'	50.00'	011°32'13"	N40°08'15"E, 10.05'
C8	25.95'	50.00'	029°43'52"	N65°46'18"E, 25.66'
C9	20.96'	320.00'	003°45'10"	S29°13'36"E, 20.96'
C10	27.73'	15.00'	105°50'58"	S38°36'11"W, 23.98'
C11	23.08'	15.00'	088°12'02"	N44°19'50"W, 20.86'
C12	19.86'	15.00'	075°52'03"	N37°42'13"E, 18.44'
C13	89.17'	350.00'	014°35'50"	S23°48'16"E, 88.93'
C14	73.06'	40.00'	100°56'56"	S38°36'12"W, 63.86'
C15	61.58'	40.00'	088°12'03"	N44°19'51"W, 55.67'
C16	33.10'	25.00'	075°52'04"	N37°42'12"E, 30.74'

Boundary Curve Table				
Curve #	Length	Radius	Delta	Chord
C1	144.40'	1030.00'	8°01'58"	S76°58'34"W, 144.29'
C2	216.50'	2088.50'	5°56'22"	N75°55'46"E, 216.41'

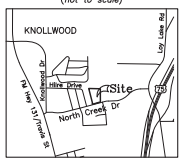
Final Plat of
Cottages at Magnolia Village
to the
City of Sherman, Texas
6.166 Acres
in the
James H. Clark Survey
Abstract No. 273

Job No. CGS490920

General Notes:

1. Water Supply to be provided by the City of Sherman, Texas.
2. Sewer service to be provided by the City of Sherman, Texas.
3. Electrical service is provided by Oncor Electric Delivery Coop.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat hereon lies within a Zone "X" (areas determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0290 F, Revised Date: September 29, 2010.
8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.
10. Lot 13 shall be used as an access area and to be owned and maintained by the Homeowner's Association for this development.

Vicinity Map
(not to scale)



Helvey–Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph (903) 463–6191 Fax (903) 463–4088
Email: kate@helveywagnersurvey.net
Texas Board of Professional Land Surveying
Firm Registration No. 10088100

Owner/Developer
Young Enterprises, L.P.
5415 N. Highway 1417
Sherman, Texas

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FIELD NOTES

SITUATED in the City of Sherman, County of Grayson, State of Texas, and being a part of the James H. Clark Survey, Abstract No. 275 and being all of the 6.166 acre tract of land conveyed by Special Warranty Deed from Bountifull, L.P. and Vesta, L.P., to Young Enterprises, L.P., on April 28, 2016, recorded in Volume 5796, Page 592, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to–wit:

BEGINNING at a 1/2 inch capped rebar found stamped "RPLS 4488" on the North right–of–way line of North Creek Drive, the Southwest corner of said Young 6.166 ac., the Southeast corner of Lot 12, Block 1, North Creek Addition, Section Three, to the City of Sherman, Texas, as per plat of record in Volume 18, Page 71, Plat Records, Grayson County, Texas, the Southwest corner of the herein described tract;

THENCE North 00 deg. 09 min. 20 sec. East, with a West line of said Young 6.166 ac., an East line of said Lot 12, Block 1, North Creek Addition, a distance of 62.11 ft. to a 1/2 inch capped rebar found stamped "RPLS 4488" at an angle point of all said Lot 12, Young 6.166 ac., and the herein described tract;

THENCE North 14 deg. 21 min. 46 sec. West, with a West line of said Young 6.166 ac., an East line of said Block 1, North Creek Addition, a distance of 639.13 ft. to a 1/2 inch capped rebar found stamped "RPLS 4488" on the South line of Knollwood MHP, L.P. 44.47 acre tract of land, recorded in Instrument No. 2019–9835, said Official Public Records, Grayson County, Texas, the Northeast corner of Lot 3, said Block 1, North Creek Addition, the Northwest corner of both said Young 6.166 ac. and the herein described tract;

THENCE South 88 deg. 31 min. 34 sec. East, with a North line of said Young 6.166 ac., the South line of said Knollwood 44.47 ac., a distance of 160.76 ft. to a 3/8 inch rebar found at the Southwest corner of Lot 10, Replat of Lot 4, Block 1, Sherman Town Center, Section Two, to the City of Sherman, Texas, as per plat of record in Volume 19, Pages 1 & 2, said Plat Records, Grayson County, Texas, the Southeast corner of said Knollwood 44.47 ac., an angle point of both said Young 6.166 ac. and the herein described tract;

THENCE South 88 deg. 25 min. 51 sec. East, with a North line of said Young 6.166 ac., the South line of said Lot 10, Replat of Lot 4, Block 1, Sherman Town Center, Section Two, a distance of 345.95 ft. to a 1/2 inch capped rebar found stamped "RPLS 4488" on the West line of Lot 3, Block 1, Sherman Town Center, to the City of Sherman, Texas, as per plat of record in Volume 16, Page 42, said Plat Records, Grayson County, Texas, the Southeast corner of said Lot 10, Replat of Lot 4, Block 1, Sherman Town Center, Section Two, the Northeast corner of both said Young 6.166 ac. and the herein described tract;

THENCE South 00 deg. 13 min. 49 sec. East, with the East line of said Young 6.166 ac., the West line of said Lot 3, Block 1, Sherman Town Center, a distance of 582.54 ft. to a 1/2 inch rebar found on the North right–of–way line of said North Creek Drive, the Southwest corner of said Lot 3, Block 1, Sherman Town Center, the Southeast corner of both said Young 6.166 ac. and the herein described tract;

THENCE Southwesterly, with a curve to the left having a radius of 1,030.00 ft., a central angle of 08 deg. 01 min. 58 sec. (Chord Bears: South 76 deg. 58 min. 34 sec. West, 144.29 ft.) an arc distance of 144.40 ft. to a point at the end of said curve, on the North right–of–way line of said North Creek Drive, an angle point of both said Young 6.166 ac. and the herein described tract;

THENCE Southwesterly, with a curve to the right having a radius of 2,088.50 ft., a central angle of 05 deg. 56 min. 22 sec. (Chord Bears: South 75 deg. 55 min. 46 sec. West, 216.41 ft.) an arc distance of 216.50 ft. to the **PLACE OF BEGINNING** and containing **6.166 ACRES** of land.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

_____
Kate A. Wagner, R. P. L. S. No. 6578 Date:

STATE OF TEXAS
REGISTERED
KATE A. WAGNER
6578
PROFESSIONAL
LAND SURVEYOR

I, Authorized Representative for Young Enterprises, L.P., sole owner of Final Plat of Cottages at Magnolia Village to the City of Sherman, Texas, do hereby dedicate the streets, easements, alleys, rights–of–way, parks, school sites and other public places shown hereon to the public use forever.

_____
Authorized Representative for Young Enterprises

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared Authorized Representative for Young Enterprises, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that <he/she> executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2020.

_____
Notary Public, Grayson County, Texas

This, the Final Plat of Cottages at Magnolia Village to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2020, by the Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

This, the Final Plat of Cottages at Magnolia Village to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2020, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____
MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing Final Plat of Cottages at Magnolia Village to the City of Sherman, Texas, was submitted to the City Council of Sherman, Texas, on the _____ day of _____, 2020, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND THIS _____ DAY OF _____, 2020, BY _____
CITY CLERK, CITY OF SHERMAN, TEXAS

Final Plat of
Cottages at Magnolia Village
to the
City of Sherman, Texas

Helvey–Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph (903) 463–6191 Fax (903) 463–4088
Email: kate@helveywagnersurvey.net
Texas Board of Professional Land Surveying
Firm Registration No. 10088100

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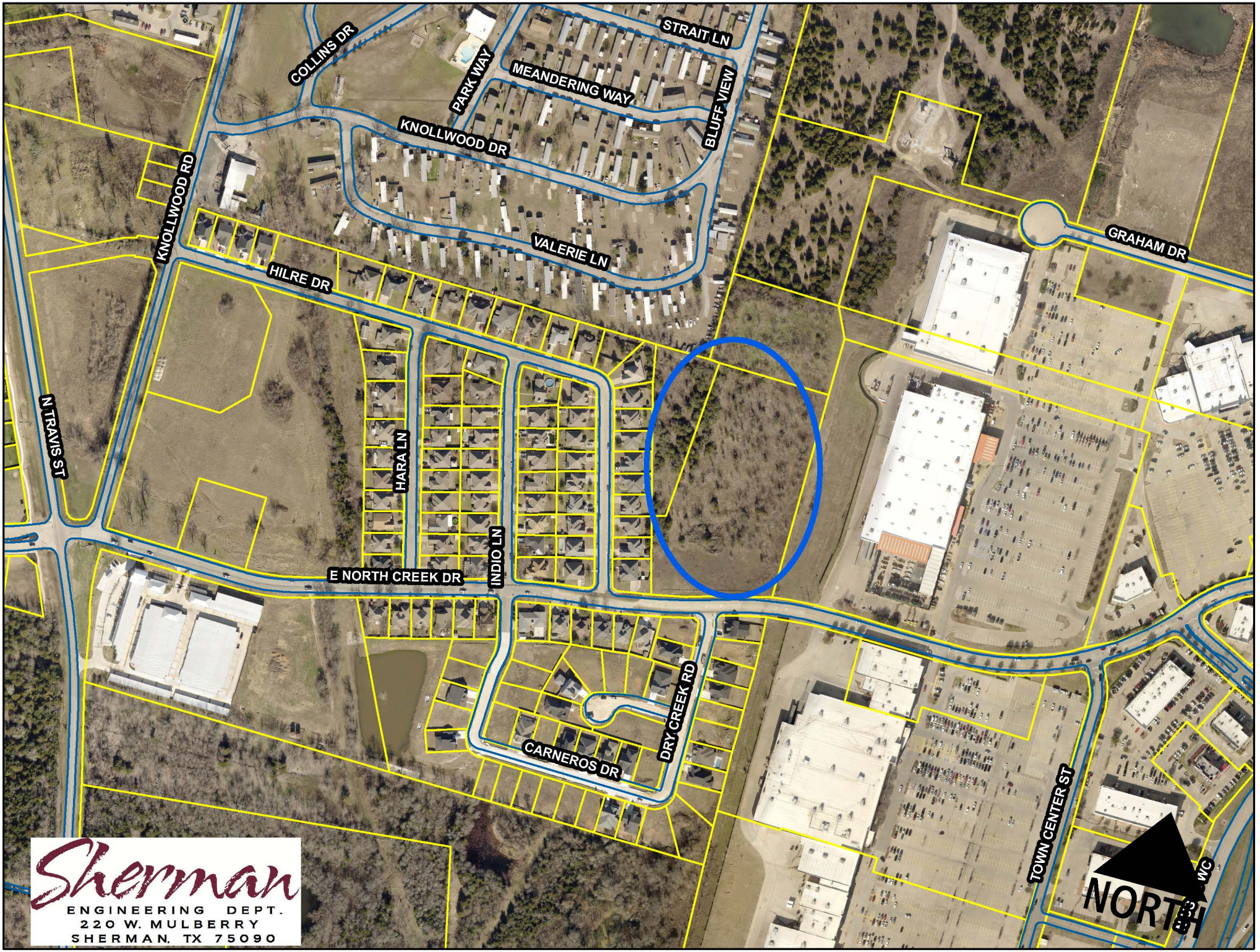

COLLINS DR
PARK WAY
STRAIT LN
MEANDERING WAY
BLUFF VIEW
KNOLLWOOD DR
KNOLLWOOD RD
VALERIE LN
GRAHAM DR
HILRE DR
N TRAVIS ST
HARA LN
INDIO LN
E NORTH CREEK DR
DRY CREEK RD
CARNEROS DR
TOWN CENTER ST
NORTH
Sherman
ENGINEERING DEPT.
220 W. MULBERRY
SHERMAN, TX 75090

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 6.**

Meeting Date: 03/01/2021

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6706

Awarding a Bid to and Authorizing Execution of a Contract with Weisinger Incorporated based on an Invitation to Bid, for the Luella 3 Trinity Well Repair

Issue:

To consider awarding a bid to and authorizing execution of a contract with Weisinger Incorporated of Willis, Texas, based on an invitation to bid, for the Luella 3 Trinity Well Repair Project

Background:

This project is to repair the Luella 3 Trinity Well. The pump is throwing the circuit breaker on a regular basis.

Two (2) bidders responded to the request for bids. The lowest responsible, responsive bid in the amount of $240,870.00 was submitted by Weisinger Incorporated of Willis, Texas. A bid tabulation is attached.

Origination:

Engineering Department

Financial Consideration:

The cost of the project is estimated at $240,870.00. Funding is available in the fiscal year 2020-2021 budget.

Staff Recommendation:

It is recommended that the bid be awarded for the Luella 3 Trinity Well Repair Project to Weisinger Incorporated, in the amount of $240,870.00. It is also recommended that the City Manager be authorized to execute the required contract documents.

Alternatives:

As may be directed by City Council

Attachments

Resolution No. 6706
Contract Agreement
Bid Tabulation
Location Map

RESOLUTION NO. 6706

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH WEISINGER INCORPORATED, BASED ON AN INVITATION TO BID FOR THE LUELLA 3 TRINITY WELL REPAIR; 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 Weisinger Incorporated, of Willis, Texas, is hereby awarded the bid and the City of Sherman hereby approves the contract with Weisinger Incorporated, in the amount of Two Hundred Forty Thousand, Eight Hundred Seventy Dollars and Zero Cents ($240,870.00) for the Luella 3 Trinity Well Repair; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Weisinger Incorporated, for the aforementioned improvements, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the_____ day of_____, 2021.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____
LINDA ASHBY, CITY CLERK **DAVID PLYLER, MAYOR**

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

BY: _____
NAME: _____
CITY ATTORNEY

CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF GRAYSON

THIS AGREEMENT is made and entered into this 1st day of March 2021, by and between the City of Sherman, of the County of Grayson and State of Texas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Weisinger Incorporated, of the City of Willis, County of Montgomery, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

Luella 3 Trinity Well Repair

and all extra work in connection therewith, under the terms as stated in the General and Specific Conditions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

Notice to Proceed

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date of written notice to do so shall have been given to him, to complete the work within Thirty **(30)** calendar days, after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR Two Hundred Forty Thousand, Eight Hundred Seventy Dollars and Zero Cents **($240,870.00)** in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

CITY OF SHERMAN, TEXAS (OWNER) **ATTEST:**

By:_____ By:_____
Robby Hefton, City Manager Linda Ashby, City Clerk

By:_____ By:_____
(CONTRACTOR) ATTEST:

The following to be executed if the CONTRACTOR is a corporation:

I,_____ certify that I am the secretary of the corporation named as CONTRACTOR herein; that_____, who signed this Contract on behalf of the CONTRACTOR is the_____ (official title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: _____

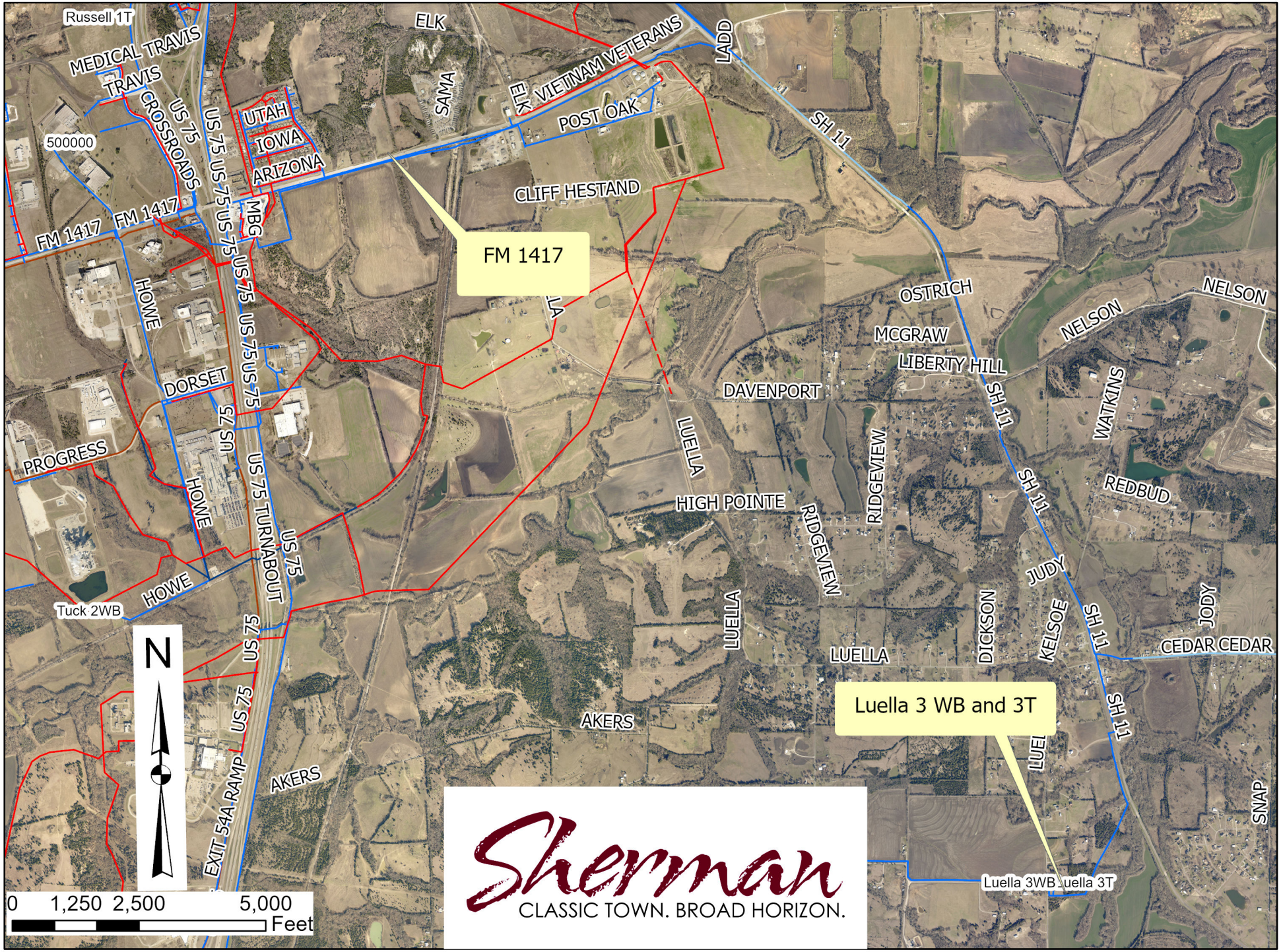
Corporate Seal

Bid Tabulation

Project: Luella 3 Trinity Well Repair
Owner: City of Sherman
Number: 2021-02
Public Works Project # 1460-U and Bid Number 2021-02
Date: 1/28/2021

				Weisinger Inc.			Alsay Inc.		
				With City Staff Qty Estimate			With City Staff Qty Estimate		
Item	Description	Estimated Quantity		staff qty	Unit Price	Total Price	staff qty	Unit Price	Total Price
BASE QUOTE									
1	Mobilization, pull motor and pump, weld lifting lugs (if necessary), make wireline measurements.	1	LS	1	27,025.00	$27,025.00	1	27,450.00	27,450.00
2	Transportation of pump and materials to and from shop. All materials that are replaced must be returned back to the City of Sherman, including pump bowl.	1	LS	1	6,160.00	$6,160.00	1	11,300.00	11,300.00
3	Camera Survey	1	LS	1	2,600.00	$2,600.00	1	2,000.00	2,000.00
4	Bail Oil	1	LS	1	1,940.00	$1,940.00	1	1,000.00	1,000.00
5	Shop Labor: (1) disassemble, clean, inspect pump and straighten shaft. (2) Assemble tubing/shafts and install in column pipe. Provide written report on the condition of the equipment. Any and all equipment replaced must be returned back to City of Sherman Water Treatment Plant before final payment is made.	1	LS	1	4,650.00	$4,650.00	1	4,000.00	4,000.00
	TOTAL LUMP SUM BASE BID					**42,375.00**			**$45,750.00**
6	Additional rig time for cleaning screens/rehabilitation of Well.	1	HR	1	495.00	$495.00	1	500.00	500.00
7	8" X 20' Column Pipe 8rd thread with lifting lugs, complete	1	EA	30	1,400.00	$42,000.00	30	1,460.00	43,800.00
8	8" X 10' Column Pipe 8rd thread with lifting lugs complete	1	EA	1	630.00	$630.00	1	1,040.00	1,040.00
9	6" X 10' Suction Pipe	1	EA	1	850.00	$850.00	1	420.00	420.00
10	3" top special oil tube	1	EA	1	280.00	$280.00	1	440.00	440.00
11	3" X 5' Oil Tube, Complete	1	EA	200	210.00	$42,000.00	200	220.00	44,000.00
12	3" X 1-15/16" Bronze Bearing	1	EA	200	120.00	$24,000.00	200	130.00	26,000.00
13	1 15/16" top special shaft	1	EA	1	500.00	$500.00	1	760.00	760.00
14	1-15/16" X 20' T&C Line shaft, steel	1	EA	49	525.00	$25,725.00	49	660.00	32,340.00
15	1-15/16" X 10' T&C Line shaft, steel	1	EA	1	275.00	$275.00	1	510.00	510.00
16	Fabricated Discharge Head	1	EA	0	8,900.00	$0.00	0	15,000.00	0.00
17	8"x3" Rubber Spider	1	EA	50	20.00	$1,000.00	50	20.00	1,000.00
18	Oil tube tension nut for deep set	1	EA	1	1,590.00	$1,590.00	1	400.00	400.00
19	600GPM @ 980 TDH, pump bowl must have a minimum of 1- 1/16" lateral on ductile iron bowls	1	EA	1	25,960.00	$25,960.00	1	28,400.00	28,400.00

20	Weld 3, ¾" X ¾" or 1" X 1" steel lifting lugs, if necessary, to each joint of column pipe. Price is per joint of pipe and not per lug.	1	EA	10	75.00	$750.00	10	80.00	800.00
21	Cost for special tools, rentals, outside services at cost plus basis.	1	***	1		$0.00	1	1,000.00	1,000.00
22	¼" Stainless-steel airline	1	LF	1010	5.00	$5,050.00	1010	3.50	3,535.00
23	Reset pump and motor, disinfect Well	1	LS	1	22,990.00	$22,990.00	1	9,400.00	9,400.00
						$0.00			0.00
TESTING THE PUMP						$0.00			0.00
24	Test pump (12 HRS) and perform bacteriological test. Provide written completion report, which includes: new material settings, installation plan, pumping test results, bacteriological test results and written warranty. Report must be submitted before final payment is made. Airlines must operate properly or pump must be pulled back out and airlines replaced.	1	LS	1	4,400.00	$4,400.00	1	4,500.00	4,500.00
		Total Base Bid			**staff est total**	**240,870.00**		**staff est total**	**244,595.00**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Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 7.**

Meeting Date: 03/01/2021

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6707

Authorizing Execution of a Professional Services Agreement with Freese and Nichols, Inc. for Engineering Services for a Wastewater Master Plan

Issue:

To consider a contract for professional services with Freese and Nichols, Inc. for engineering services for a Wastewater Master Plan.

Background:

As the City continues to grow, a Wastewater Master Plan is needed to help determine the short term and long term needs for added wastewater capacity and condition assessment of existing mains that may need to be replaced. This plan will aid the city with budget planning for needed wastewater main capital improvements to provide sufficient capacity for the City's growth, and help reduce sanitary sewer overflows. This project is expected to take up to 24 months to complete.

Origination:

Engineering Department

Financial Consideration:

The total funding needed for this contract is $466,000. This study was planned for FY2021, and will be funded with 2021 GTUA debt issuance.

Staff Recommendation:

It is recommended that the contract for professional services with Freese and Nichols, Inc. for a Wastewater Master Plan be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6707
Agreement

RESOLUTION NO. 6707

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR ENGINEERING SERVICES FOR A WASTEWATER MASTER PLAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Freese and Nichols, Inc. for engineering services for a Wastewater Master Plan, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the_____ day of_____, 2021.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
RYAN D. PITTMAN
CITY ATTORNEY

Professional Services/Consultant Agreement

ENGINEERING SERVICES AGREEMENT

This AGREEMENT or CONTRACT is made and entered into this ___ day of _____ 2021, by and between the City of Sherman, Texas hereinafter also called the OWNER or City, and Freese and Nichols, Inc. hereinafter called the ENGINEER or Consultant. On consideration of the mutual agreements herein and subject to the following terms and conditions, the parties mutually agree as follows:

ARTICLE I.
SERVICES TO BE PROVIDED

ENGINEER agrees to furnish professional engineering services in accordance with the terms and conditions of this AGREEMENT (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

ENGINEER shall conduct professional engineering services generally described as follows:

Wastewater Master Plan

ARTICLE II.
SCOPE OF WORK

During the term of this AGREEMENT, ENGINEER shall perform at the request and satisfaction of the Engineering Department of the City of Sherman, the stated services and the indicated fee schedule attached as **EXHIBIT A.**

ARTICLE III.
TERM

The contract term shall commence on the date of this AGREEMENT and will be completed by February 15, 2023. The contract term may be extended by mutual AGREEMENT of the parties.

ARTICLE IV.
PROJECT INITIATION

Prior to the OWNER issuing a work order to proceed with any assessments, surveys, or other related work, ENGINEER shall provide OWNER with a written proposal detailing the scope of services and providing a fee estimate for proposed work. Said costs are to be based on the attached fee schedule. Final cost, excluding an approved change order, may not exceed the cost estimate by more that 10 percent without written approval of the OWNER.

ARTICLE V.
FEES

Fees for services performed under this AGREEMENT shall be based on an hourly rate for personnel, equipment, and related services or lump sum as detailed on the fee schedule attached as **EXHIBIT A** to this AGREEMENT. Subcontract services such as consulting with other engineers, as well as other services not specifically listed on the fee schedule, will be performed by subconsultants who operate under a subcontract agreement with ENGINEER. Fees shall be payable from the currently available funds. In the event funds are not available, ENGINEER shall not be obligated to perform the work.

ARTICLE VI.
PAYMENT TERMS

ENGINEER will invoice OWNER for work performed on a monthly basis. In the case of short duration projects, invoicing will be upon project completion, with the invoice issued upon delivery of appropriate proposals or documents. Alternative invoicing methods may be acceptable provided they are agreed to prior to the work being undertaken.

ARTICLE VII.
INSURANCE

Prior to the commencement of services under this AGREEMENT, ENGINEER shall obtain standard comprehensive professional liability insurance coverage in an amount of at least $2,000,000.00 per claim with a $2,000,000.00 aggregate policy limit per year, covering the services provided under this AGREEMENT. A “claims made” policy is acceptable subject to coverage being maintained during the course of the PROJECT and up to two (2) years after completion and acceptance of PROJECT by the City. ENGINEER shall maintain such coverage during all phases of engineering services and for two (2) years after substantial completion of the PROJECT. The OWNER shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, or change in limits by endorsement, to the OWNER by certified mail.

ENGINEER will maintain general insurance coverage as follows:

A. Worker’s Compensation Insurance – Statutory as required by the Texas Labor Code.
B. Employer’s Liability Insurance - $100,000 per accident; $300,000 per disease; $100,000 occupational disease per employee.
C. Commercial General Liability Insurance - $2,000,000 per occurrence; $2,000,000 aggregate policy limit applies per project.
D. Automobile Liability Insurance - $1,000,000 CSL
E. Professional Liability - $2,000,000 per occurrence; $2,000,000 aggregate policy limit. A “claims made” policy is acceptable subject to coverage being maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.

ENGINEER shall maintain such coverage during all phases of engineering services and for two (2) years after substantial completion of the PROJECT. The OWNER shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, or change in limits by endorsement, to the OWNER by certified mail.

The OWNER, City of Sherman, including its officers, officials, employees, Boards and Commissions, and volunteers shall be named as an additional insured by endorsement to the general insurance coverage listed in this AGREEMENT, excluding Workers’ Compensation, Employers’ Liability, and Professional Liability (for which a waiver of subrogation is required to be issued in favor of the OWNER), with regard to the ENGINEER’S activities as required by this CONTRACT. The coverage shall contain no

special limitations on the scope of protection afforded to the OWNER, and all premiums arising from the coverage herein shall be the responsibility of the ENGINEER.

ARTICLE VIII.
INDEMNIFICATION

The ENGINEER shall hold harmless and indemnify the OWNER from all claims and liability for damage arising out of or in connection with this CONTRACT to the extent that the damage is caused by or results from failure by the ENGINEER or the ENGINEER'S agent, consultant under contract, or another entity over which the ENGINEER exercises control to perform services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer, or that results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the ENGINEER or the ENGINEER'S agent, consultant under contract, or another entity over which the ENGINEER exercises control. The ENGINEER shall also save harmless the OWNER from any and all expenses, including attorney fees which might be incurred by the OWNER in litigation or otherwise resisting said claim or liabilities, which might be imposed on the OWNER as the result of such negligent acts or omissions by the ENGINEER in proportion to the ENGINEER'S liability.

ENGINEER further agrees that during the course and scope of this AGREEMENT, except with OWNER'S knowledge and consent, ENGINEER shall not represent any third party against the OWNER in any claim, litigation, or other matter, or be retained to act as an expert witness for any third party in any claim, litigation, or any other matter that is, or may be, adversarial to the OWNER, as determined by the OWNER.

Acceptance by the OWNER of the ENGINEER'S work shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, subcontractors, agents, or consultants for the accuracy and competency of ENGINEER'S work; nor shall such acceptance be deemed to be an assumption of such responsibility by the OWNER for any defect, error, or omission in the ENGINEER'S work, its employees, subcontractors, agents, and consultants. ENGINEER, shall without additional costs or fee, correct or revise any errors or deficiencies in his performance.

The parties hereby acknowledge and agree that OWNER is entering into this AGREEMENT pursuant to its governmental functions and that nothing contained in the AGREEMENT shall be construed as constituting a waiver of the OWNER'S governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this AGREEMENT is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the OWNER'S immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this AGREEMENT is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code ("CPRC"), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

ARTICLE IX.
COMPLIANCE WITH LAWS

The ENGINEER, its consultants, agents, employees and subcontractors shall comply with all applicable Federal and State laws, charter and ordinances of the City of Sherman, as amended, and all other applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. ENGINEER shall complete only the professional engineering services as required in the performance of the services contracted for herein.

ARTICLE X.
OWNER'S RIGHTS AND OWNERSHIP OR DOCUMENTS

All ENGINEER'S designs and work products under this AGREEMENT including, but not limited to, tracings, drawings, plans, specifications, studies and other documents completed or partially completed, shall be the property of the City, to be used as the City desires, without restriction. ENGINEER specifically waives and releases any proprietary rights or ownership claims herein.

ARTICLE XI.
SUCCESSORS AND ASSIGNS

The City and the ENGINEER each bind himself, his partners, successors, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this AGREEMENT. The ENGINEER shall not assign, sublet or transfer its interest in this AGREEMENT without the written consent of the City.

ARTICLE XII.
PROVISION FOR TERMINATION/INTERRUPTION

The City may terminate or suspend the ENGINEER'S services under this AGREEMENT at any time upon paying all sums due the ENGINEER for work to time of termination and after giving the ENGINEER seven (7) calendar days prior written notice by certified mail, stating the reason for such termination or suspension.

In the event of termination or abandonment of the ENGINEER'S services under this AGREEMENT, payment shall be made to the ENGINEER for all services performed to the date of same.

Upon payment in the event of termination or abandonment, all documents prepared by the ENGINEER shall become the property of the City.

If this AGREEMENT is terminated because of material breach of this AGREEMENT by the ENGINEER, the City may have the remaining work and services to be performed by the ENGINEER performed by another engineer, and the ENGINEER shall be liable to the City for any excess costs accrued by the City thereof.

ARTICLE XIII.
CONFIDENTIALITY

ENGINEER will maintain as confidential any documents or information provided by OWNER and will not release or publish same to any third party without prior permission from OWNER, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to OWNER.

ARTICLE XIV.
GOVERNING LAW

This AGREEMENT shall be governed in all respects by the laws of the State of Texas. Venue for this AGREEMENT shall be exclusively in Grayson County, Texas.

ARTICLE XV.
SURVIVAL

All provisions of this AGREEMENT for indemnity or allocation of responsibility or liability between OWNER and ENGINEER shall survive the completion of the services and the termination of the AGREEMENT.

ARTICLE XVI.
SEVERABILTY

In the event that any provision of the AGREEMENT is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

ARTICLE XVII.
ENGINEERS SEAL

The ENGINEER shall place a Texas Professional Engineer's seal of endorsement on all engineering documents and engineering data furnished by ENGINEER to the Owner.

ARTICLE XVIII.
PUBLIC FUNDING

This Contract is subject to the appropriation of public funds by the City in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Contract for that fiscal year. The obligation of the City pursuant to this Contract in any fiscal year for which this Contract is in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Contract, this Contract may be terminated without any liability to either party.

ARTICLE XIX.
EXTENT OF AGREEMENT

This AGREEMENT represents the entire and integrated AGREEMENT between the City and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral.

EXECUTED in three (3) counterparts (each of which is an original) on behalf of ENGINEER shown below, and on behalf of the OWNER this ___ day of _____, 20 __.

OWNER:
CITY OF SHERMAN, TEXAS

_____
Robby Hefton, City Manager

ATTEST:

_____

ENGINEER:
FREESE AND NICHOLS, INC.

_____
Scott Cole, PE, Vice President

ATTEST:

_____

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

BY: _____

NAME: _____
CITY ATTORNEY

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ of _____ known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said _____, a corporation, that (s)he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D. 20___.

_____

Notary Public In and For _____ County, Texas

My Commission Expires:

_____

EXHIBIT A
SCOPE OF SERVICES, FEE, AND RATE SCHEDULE
WASTEWATER MASTER PLAN

PROJECT UNDERSTANDING

Freese and Nichols, Inc. (FNI) understands that the City of Sherman seeks assistance in completing a Wastewater Master Plan. This study will utilize the population, demographics and land use assumptions that were developed as part of the City's 2020 Roadway, Water, and Wastewater Impact Fee Study. This project will provide updated wastewater flow projections for existing, 5-year, 10-year, and 25-year conditions.

A new wastewater model will also be developed based on GIS data, as-builts, manhole surveys and other available information. Model calibration exercises will be performed based on the results of SCADA data and temporary wastewater flow monitoring. Wastewater system modeling will be performed for existing, 5-year, 10-year, and 25-year conditions to develop improvement alternatives for wastewater system improvements. An assessment of the wastewater treatment plant's capacity will be conducted to identify the timing of the next expansion. A comprehensive wastewater system capital improvements program (CIP) will be developed with project descriptions, cost estimates, drivers, triggers, and mapping. The assumptions, methodology, results, and recommendations of this study will be summarized in a Wastewater Mater Plan report. The CIP will not include specific projects for the water or wastewater treatment plants.

We also understand that the City would like to implement an Asset Management program. This study will provide a high-level review of existing asset management practices and recommendations for future asset management activities.

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

Task A: Project Management

A1. Project Kick-off Meeting: Freese and Nichols, Inc. (FNI) will meet with the City to review project scope, schedule, communication strategy, and data requirements. FNI will develop and submit a data request memorandum.

A2. Data Collection: FNI will provide a project SharePoint site to streamline collaboration and sharing of project related information. FNI will collect and compile information from the City including previous reports, updated GIS files, recently completed wastewater system improvements, water production data, wastewater flow data, and utility billing data.

A3. Project Management Activities: FNI will conduct routine project management activities including monthly progress reports, project accounting, invoicing, and project coordination.

Task B: Population, Land Use, and Wastewater Flow Projections

B1. Meet with City Planning Department to Discuss Future Land Use and Demographics: FNI will meet with the City Planning Department to discuss assumptions on future service area boundaries, future land use plan, and growth areas as related to developing future water demand and wastewater flow

projections. FNI will solicit input from the City on known developments, potential wholesale customers, redevelopment areas, densities, and projected timing and phasing of new development and infill.

B2. Wholesale Customer Evaluation: In coordination with the City, FNI will evaluate the future potential for the City to provide wastewater wholesale service to surrounding municipalities. Wastewater flow projections will be developed for identified potential wholesale customers.

B3. Develop Land Use Assumptions: FNI will review the population, land use, and demographic information from the 2020 Roadway, Water, and Wastewater Impact Fee Study. FNI will work with the City to define service areas for each future planning year and density assumptions associated with identified growth areas. Based on this information, FNI will develop population and non-residential projections for existing, 5-year, 10-year, and 25-year conditions.

B4. Review Historical Wastewater Flow Data: FNI will review and evaluate available historical wastewater flow data by residential, commercial, and industrial usage over the last 10 years, including the top 10 large water users.

B5. Develop and Distribute Existing Flows: FNI will utilize geocoded meter data in addition to other demographic projections and industrial pretreatment information to allocate existing wastewater flows throughout the City.

B6. Develop Design Criteria for Projections: FNI will evaluate the historical wastewater flow data to develop existing and future wastewater flows, as well as wastewater system peak wet weather peaking factors. FNI will develop design criteria for future wastewater flow projections.

B7. Wastewater Flow Projections: Based on the selected design criteria and land use assumptions, FNI will calculate and spatially distribute projected water demands for existing, 5-year, 10-year, and 25-year conditions for average day, maximum day, and peak hour. Wastewater flow projections for average daily and peak wet weather flow will be developed. FNI will distribute projected non-residential water demands and wastewater flows using land uses, acreage and peaking factors.

B8. Meet with City – Projections: FNI will meet with the City to review and discuss the water demand and wastewater flow projections.

B9. Draft Population and Employment Distribution and Flow Projections Technical Memorandum: Prepare and submit one (1) electronic PDF copy of a draft Population and Flow Projection Technical Memorandum. The TM will include existing and projected development by sewer basin, and existing flow estimates, and flow projections for existing, 5-, 10-, and 25-year planning periods.

B10. Finalize Population and Employment Distribution and Flow Projections Technical Memorandum: FNI will revise the TM based on City's comments and submit three (3) final hard copies and one (1) electronic copy in PDF format to the City.

Task C: Wastewater Flow Monitoring

C1. Temporary Flow Monitoring: FNI will conduct the following flow monitoring activities:

a. Identify and Map Flow Monitoring Locations: FNI will identify up to twelve (12) locations for flow monitoring based on model calibration needs and areas of concern from the City. FNI will prepare procedures for testing showing proposed locations of testing, duration of testing, and required data and assistance from the City during testing period.

b. Conduct Flow Monitoring: FNI will assist and coordinate with the City in performing flow monitoring. Velocity and depth readings will be obtained at 15-minute intervals to allow analysis of flow at that point. The flow metering equipment will be maintained, and data collected for a period of sixty (60) days to cover representative dry weather flows and any rainfall events which may happen to occur. Two (2) rainfall gauges will also be installed within the study area to obtain localized rainfall data.

c. Flow Data Analysis and Evaluation: FNI will reduce raw field monitoring data and tabulate 15-minute flow data for the entire flow monitoring period. FNI will evaluate temporary flow meter data to quantify base average dry weather flow, peak dry weather flow, and peak wet weather flow rates, quantity of infiltration and inflows from each sewer basin, and update recommendations for infiltration and inflow allowances.

C2. I/I Characterization and Ranking: Flow data will be compared with rainfall data to determine amount of inflow and infiltration experienced during selected storm events. FNI will utilize temporary flow data to characterize the I/I in the wastewater collection system. Mapping will be developed for all the flow meter basins to characterize and rank the basins by the amount of I/I entering the collection system. The mapping will provide the City with an understanding of basins where higher amounts of infiltration and inflow are entering the system. FNI will provide recommendations for areas to perform SSES work or rehabilitation. Performing the field work for SSES and rehabilitation is not included in this effort.

C3. Wastewater Diurnal Pattern Development: FNI will review the wastewater flow monitoring data to develop diurnal patterns for each flow meter basin. Diurnal patterns will be determined by isolating flow meter data from dry weather periods to characterize the hourly pattern of how flow is conveyed to the wastewater collection system. Representative diurnal patterns for residential, commercial, and industrial will be developed for future allocation into the wastewater model.

Task D: Hydraulic Wastewater Model Development and Calibration

D1. Wastewater System Field Verification and Survey: The field inspection and GPS/Conventional surveying will be used to collect all critical needed physical data not included in the GIS. The field inspections will be done in conjunction with City Staff for access to manholes and will focus on the following:

- GPS surveying and measure downs of every third manhole on wastewater lines 12-inch and larger and critical manholes in the system to obtain X and Y coordinates and measure downs to obtain inverts for up to 250 manholes.

FNI will review raw field data and convert into GIS format for input into model database and provide

revised GIS data to City.

D2. Develop Wastewater Collection System Model: FNI will utilize the information from the City's current GIS to develop a wastewater model in InfoWorks ICM SE software by Innovyze. FNI will update the model with all wastewater lines, lift stations, force mains, siphons, and diversions in the City's GIS database. FNI will review lift station operational data and as-built drawings provided by the City to obtain physical data (wet well dimensions, pump curves, force main material and pressure rating, etc.) and develop initial controls for lift station pumps. FNI will develop pipe profiles for each major sewer interceptor.

a. Sewer Basin Delineation and Subcatchment Generation: FNI will review and update sewer basin delineation using GIS shapefiles and ground contour mapping. FNI will develop sewer sub-basin delineation representing meter areas and geographical areas within each sewer basin. FNI will generate subcatchments for each sewer sub-basin showing which areas feed into each sewer manhole within their respective flow meter basins.

b. Distribute Updated Wastewater Flow in the Model: Geocoded water billing data, and the population and commercial flow projections will be used to assign flows to the subcatchments for wastewater system analysis. FNI will assign residential and commercial diurnal patterns to each subcatchment based on the flow meter data and the flow meter basins.

D3. Perform Dry Weather Wastewater Model Calibration: FNI will perform a dry weather calibration of selected dry weather flow event using calibrated flow volume by adjusting antecedent conditions, per-capita flows, diurnal curves, and dry weather infiltration. FNI will prepare mapping and profiles at selected calibration points showing metered vs. modeled dry weather calibration.

D4. Perform Wet Weather Wastewater Model Calibration: FNI will review temporary flow meter data and select a wet weather calibration storm event. FNI will perform wet weather calibration on the InfoWorks ICM SE model using EPA approved RTK methodology on selected wet weather flow events using calibrated peak I/I. FNI will adjust model parameters to calibrate flow velocity and flow depth. FNI will adjust lift station parameters based on system response observed during calibration events using SCADA records and meter responses. FNI will prepare mapping and profiles at selected calibration points showing metered vs. modeled wet weather calibration results.

Task E: Wastewater Collection System Analysis and Alternatives Evaluation

E1. Existing Wastewater Collection System Evaluation: FNI will model the existing collection system using the calibrated wastewater model with selected 5-year, 6-hour design storm(s) and identify existing surcharging and overflow locations and other capacity/restriction issues. FNI will prepare mapping and model results showing all modeled surcharging and overflow locations by magnitude and locations.

E2. Meet with City – Wastewater Model Update, Calibration, and Existing System Analysis: FNI will meet with the City to review the results of the wastewater model development, calibration, and existing system analysis.

E3. Develop Design Criteria for System Improvements: FNI will evaluate and recommend wastewater

system planning criteria, including design flows, design storm, minimum and maximum pipeline velocities, TCEQ requirements, and surcharging guidelines. The criteria will be based on level of service and will determine what surcharging, if any, is allowed, minimum and maximum velocity constraints, etc.

E4. Utilize 25-year Model Scenario to Determine Sizing of Wastewater System Improvements: Using the 25-year InfoWorks ICM SE model peak wet weather scenario results, FNI will develop and size improvements to eliminate excessive surcharging and overflows in the collection system resulting from increased wastewater flow from projected future growth, development, and redevelopment. FNI will develop improvement alternatives for gravity lines, lift stations, force mains, special structures, and treatment facilities.

E5. Lift Station Consolidation Planning: FNI will review topology, delineate lift station service areas, and identify future service areas to recommend lift station consolidation to reduce the number of required lift stations.

E6. Determine Phasing of Wastewater System Improvements: FNI will use the interim 5-year and 10-year InfoWorks ICM SE model scenarios to determine phasing of wastewater system improvements. System improvements will include conveyance, storage, pumping, and wastewater treatment related needs.

E7. Workshop – Wastewater System Improvements: FNI will conduct a workshop with the City to review and discuss proposed wastewater system improvements.

Task F: Wastewater Treatment Capacity Evaluation

F1. Kick-off Meeting, Site Visit, and Data Collection – FNI will conduct a kick-off meeting that will include a site visit and data collection. Specific data requirements may include:

a. Record drawings
b. Last five years of the plant's DMR's
c. Operating data – diurnal flow patterns, sludge wasting, DO concentrations, MLSS, etc.
d. Influent and internal stream characterization: BOD, TSS, nitrogen, phosphorus, and COD.
e. FNI will use the available data for the capacity evaluation, and will develop a list of future sampling recommendations for the City to consider.

F2. Process Capacity Assessment – Preparation of a spreadsheet identifying current TCEQ Chapter 217 rules and industry-standard guidelines. The capacity assessment will also include a high-level whole-plant process model.

Key assumptions: The capacity assessment will only focus on liquid treatment processes and will not include a detailed evaluation of pump stations or blower facilities.

F3. Hydraulic Capacity Assessment – A spreadsheet-based hydraulic evaluation of the WWTP will be developed.

F4. Identification of Capacity Bottlenecks and Timing – Based upon the capacity and hydraulic assessment, FNI will identify the timing and impact of unit process capacity bottlenecks.

F5. Preparation of a Draft Technical Memorandum – FNI will develop a Technical Memorandum to summarize the process capacity and hydraulic assessments and identify capacity bottlenecks. One PDF version to be provided to the City.

Key assumptions: The intent of this task will be the development of key liquid treatment train process and hydraulic capacities to allow the City to determine when expansion-driven improvements will be necessary. The evaluation does not include a risk-based condition assessment, and therefore, will not identify condition- or risk-driven improvements. The evaluation does not include the development of conceptual improvements or alternatives. A risk-based condition assessment and alternatives development can be conducted in a subsequent phase of the project.

F6. Meeting to Review Draft Technical Memorandum

F7. Incorporation of Draft TM Comments and Preparation of Final Technical Memorandum – Three (3) hard copies and one (1) PDF version to be provided to the City.

Task G: Asset Management

G1. Analyze and Document GIS Data Structure, Attributes, and Sources and Perform Gap Analysis: FNI will review the GIS existing data structure for the water and wastewater systems including the attribute data and multiple data sources used to populate the GIS. FNI will document water and wastewater GIS structure, data model, attributes, data entry process, and source data. FNI will conduct a gap analysis to identify potential enhancements to GIS attribute data, data structure modifications, and integration with other systems to facilitate implementation of the asset management program. FNI will evaluate the GIS files of the City's water and wastewater lines for connectivity. FNI will address any connectivity issues required for the model and request as-built drawings as needed for data verification. FNI will import 8-inch and larger lines and critical 6-inch lines into the modeling software from GIS.

G2. Draft Technical Memorandum: FNI will prepare a draft Data Assessment Technical Memorandum that documents the results of the gap analysis, recommendations for data improvements, and any enhancements to business processes to improve the collection and storage of water and wastewater asset data. FNI will submit digital files in PDF format of the draft TM.

G3. Workshop with City: FNI will conduct a workshop with the City to review and solicit comments on the water and wastewater data assessment and draft memorandum.

G4. Finalize TM – Data Assessment: FNI will revise the TM to incorporate comments from the City. FNI will submit three (3) hard copies and digital files in PDF format of the final TM.

G5. Review and Document Other System Asset Data and Perform Gap Analysis: FNI will review and document water and wastewater system asset data including financial asset and IT records, hydraulic models, CCTV and inspection data, maintenance history, warranty data, O&M Manuals, shop drawings, pump curves, as-built drawings, and work order system data. FNI will conduct a gap analysis to identify enhancements to water and wastewater system asset data, data structure

modifications, and integration with other systems to facilitate implementation of the asset management program.

G6. Develop Asset Management Recommendations: FNI will develop high level recommendations for future asset management strategies and activities including:

a. Documentation of current asset management activities

b. Asset management policy and mission statement

c. 5-year outlook including phased asset management recommendations

d. Future staffing and maintenance needs

G7. Workshop – Asset Management Recommendations: FNI will conduct a workshop with the City to review and discuss asset management recommendations.

Task H: Capital Improvements Plan and Master Plan Report

H1. Develop Draft Capital Improvement Plan (CIP) Costs, Schedule, and Mapping: FNI will develop a comprehensive Wastewater Capital Improvements Plan based on capacity needs for 5-year, 10-year and 25-year planning periods. Planning level cost estimates for each proposed project will be developed in Year 2020 dollars including engineering and contingencies. Large scale citywide maps will be produced showing proposed projects and phasing. FNI will also prepare a detailed description and justification for each project.

H2. Workshop - Draft Capital Improvement Plan: FNI will conduct a workshop with the City to discuss the draft wastewater CIPs.

H3. Prepare Draft Master Plan Report: FNI will prepare a draft Wastewater Master Plan Report summarizing water demand and wastewater flow projections, model calibration, existing and future system analysis, and CIP development. FNI will deliver one electronic PDF copy of the draft report.

H4. Meet with City - Review Draft Master Plan Report: FNI will meet with the City to discuss the draft Wastewater Master Plan Report. FNI will solicit comments to be incorporated into the final report.

H5. Prepare Final Master Plan Report: FNI will revise the report based on comments from the City and submit five (5) final hard copies and one electronic copy in PDF format of the Wastewater Master Plan Report.

H6. Council Presentations: FNI will prepare and attend one (1) City Council presentation to present the finding and recommendations results of the Wastewater Master Plan.

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

S1. Additional Wastewater System Field Verification and Survey: GPS surveying and measure downs of every third manhole on wastewater lines 10-inch and smaller and critical manholes in the system to obtain X and Y coordinates and measure downs to obtain inverts for up to 150GPS shots.

S2. Perform Lift Station Drawdown Testing: FNI will conduct lift station drawdown testing to obtain critical pump performance data in the absence of available data from the City.

S3. Additional Services Requested by City: FNI shall perform additional services at the request of the City for task efforts not to exceed $9,000.

ADDITIONAL SERVICES: Services not specified in the Scope of Services will be provided to the City upon written request for an additional fee.

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

City's Designated Representative	Name:	Wayne Lee, P.E.
	Address:	220 W. Mulberry Street
		Sherman, TX 75091
	Phone:	903-892-7327
	Fax:	903-870-7802
	E-mail:	WayneL@cityofsherman.com
CITY's Accounting Representative	Name:	Tammy Davis, CPA
	Address:	405 N. Rusk
		Sherman, Texas 75090
	Phone:	903-892-7309
	Fax:	903-891-0255
	E-mail:	tammyd@ci.sherman.tx.us
FNI's Project Manager	Name:	Cullen Carlson
	Address:	2711 North Haskell Ave, Suite 3300
		Dallas, TX 75204
	Phone:	214-217-2259
	Fax:	214-217-2201
	E-mail:	CBC@freese.com
FNI's Accounting Representative	Name:	Jana Collier
	Address:	4055 International Plaza, Suite 200
		Fort Worth, TX 76109
	Phone:	817-735-7354
	Fax:	817-735-7491
	E-mail:	jvc@freese.com

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in 24 months from Notice to Proceed.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

COMPENSATION

FNI proposes to furnish our services as described herein in accordance with Attachment CO, "Compensation". The total fee for Basic Services shall be computed on the basis of Attachment CO but shall be the lump sum fee of Four Hundred Fifteen Thousand Dollars ($415,000.00). The total fee for Special Services shall be computed on the basis of Attachment CO but shall be the not to exceed fee of Fifty-One Thousand Dollars ($51,000.00). If FNI sees the Scope of Services changing so that additional services are needed, FNI will notify the City for the City's approval before proceeding. Additional services shall be computed based on the Schedule of Charges found in Attachment CO.

Payment of the services shall be due and payable upon submission of a statement for services. Statements for services shall not be submitted more frequently than monthly.

	Task	Fee
A	Project Management	$20,000
B	Population, Land Use, and Wastewater Flow Projections	$34,000
C	Wastewater Flow Monitoring	$76,000
D	Hydraulic Model Development and Calibration	$80,000
E	Wastewater Collection System Analysis and Alternatives Evaluation	$70,000
F	Wastewater Treatment Capacity Evaluation	$60,000
G	Asset Management	$35,000
H	Capital Improvements Plan and Master Plan Report	$40,000
	TOTAL BASIC SERVICES	**$415,000**
	TOTAL SPECIAL SERVICES	**$51,000**

COMPENSATION

Compensation to FNI for Basic Services in EXHIBIT A shall be the lump sum of Four Hundred Fifteen Thousand Dollars ($415,000.00).

Compensation to FNI for Special Services in EXHIBIT A shall be computed on the basis of the following Schedule of Charges, but shall not exceed Fifty-One Thousand Dollars ($51,000.00).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in EXHIBIT A, FNI will notify CITY for CITY's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	Hourly Rate
Professional - 1	113
Professional - 2	137
Professional - 3	156
Professional - 4	178
Professional - 5	209
Professional - 6	240
Construction Manager - 1	91
Construction Manager - 2	117
Construction Manager - 3	138
Construction Manager - 4	173
CAD Technician/Designer - 1	96
CAD Technician/Designer - 2	126
CAD Technician/Designer - 3	153
Corporate Project Support - 1	92
Corporate Project Support - 2	111
Corporate Project Support - 3	148
Intern/ Coop	57
Senior Advisor	175

Rates for In-House Services and Equipment

Mileage

Standard IRS Rates

Technology Charge

$8.50 per hour

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

Equipment

Valve Crew Vehicle (hour)		$75
Pressure Data Logger (each)		$100
Water Quality Meter (per day)		$100
Microscope (each)		$150
Pressure Recorder (per day)		$200
Ultrasonic Thickness Guage (per day)		$275
Coating Inspection Kit (per day)		$275
Flushing / Cfactor (each)		$500
Backpack Electrofisher (each)		$1,000
	Survey Grade	Standard
Drone (per day)	$200	$100
GPS (per day)	$150	$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multipler of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These rates will be adjusted annually in February.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 8.**

Meeting Date: 03/01/2021

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6708

Authorizing Execution of a Professional Services Agreement with Freese and Nichols, Inc. for Engineering Services for a Water Master Plan

Issue:

To consider a contract for professional services with Freese and Nichols, Inc. for engineering services for a Water Master Plan

Background:

The City currently has some aspects of a Water Master Plan, but it is incomplete and needs to be updated. As the City continues to grow, a Water Master Plan is needed to help determine the short term and long term needs for added water capacity, ground and elevated storage tanks, and condition assessment of existing mains that may need to be replaced. This study will provide the City with a roadmap used for budget planning purposes and capital improvements purposes to ensure that we have sufficient water infrastructure and systems to handle the City's growth. This project is expected to take up to 24 months to complete.

Origination:

Engineering Department

Financial Consideration:

The total funding needed for this contract is $189,000. This study was planned for FY2021, and will be funded with 2021 GTUA debt issuance.

Staff Recommendation:

It is recommended that the contract for professional services with Freese and Nichols, Inc. for a Water Master Plan be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6708
Agreement

RESOLUTION NO. 6708

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR ENGINEERING SERVICES FOR A WATER MASTER PLAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Freese and Nichols, Inc. for engineering services for a Water Master Plan, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the_____ day of_____, 2021.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
RYAN D. PITTMAN
CITY ATTORNEY

Professional Services/Consultant Agreement

ENGINEERING SERVICES AGREEMENT

This AGREEMENT or CONTRACT is made and entered into this ___ day of _____ 20__, by and between the City of Sherman, Texas hereinafter also called the OWNER or City, and Freese and Nichols, Inc. hereinafter called the ENGINEER or Consultant. On consideration of the mutual agreements herein and subject to the following terms and conditions, the parties mutually agree as follows:

ARTICLE I.
SERVICES TO BE PROVIDED

ENGINEER agrees to furnish professional engineering services in accordance with the terms and conditions of this AGREEMENT (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

ENGINEER shall conduct professional engineering services generally described as follows:

Water Master Plan

ARTICLE II.
SCOPE OF WORK

During the term of this AGREEMENT, ENGINEER shall perform at the request and satisfaction of the Engineering Department of the City of Sherman, the stated services and the indicated fee schedule attached as **EXHIBIT A.**

ARTICLE III.
TERM

The contract term shall commence on the date of this AGREEMENT and will be completed by February 15, 2023. The contract term may be extended by mutual AGREEMENT of the parties.

ARTICLE IV.
PROJECT INITIATION

Prior to the OWNER issuing a work order to proceed with any assessments, surveys, or other related work, ENGINEER shall provide OWNER with a written proposal detailing the scope of services and providing a fee estimate for proposed work. Said costs are to be based on the attached fee schedule. Final cost, excluding an approved change order, may not exceed the cost estimate by more that 10 percent without written approval of the OWNER.

ARTICLE V.
FEES

Fees for services performed under this AGREEMENT shall be based on an hourly rate for personnel, equipment, and related services or lump sum as detailed on the fee schedule attached as **EXHIBIT A** to this AGREEMENT. Subcontract services such as consulting with other engineers, as well as other services not specifically listed on the fee schedule, will be performed by subconsultants who operate under a subcontract agreement with ENGINEER. Fees shall be payable from the currently available funds. In the event funds are not available, ENGINEER shall not be obligated to perform the work.

ARTICLE VI.
PAYMENT TERMS

ENGINEER will invoice OWNER for work performed on a monthly basis. In the case of short duration projects, invoicing will be upon project completion, with the invoice issued upon delivery of appropriate proposals or documents. Alternative invoicing methods may be acceptable provided they are agreed to prior to the work being undertaken.

ARTICLE VII.
INSURANCE

Prior to the commencement of services under this AGREEMENT, ENGINEER shall obtain standard comprehensive professional liability insurance coverage in an amount of at least $2,000,000.00 per claim with a $2,000,000.00 aggregate policy limit per year, covering the services provided under this AGREEMENT. A “claims made” policy is acceptable subject to coverage being maintained during the course of the PROJECT and up to two (2) years after completion and acceptance of PROJECT by the City. ENGINEER shall maintain such coverage during all phases of engineering services and for two (2) years after substantial completion of the PROJECT. The OWNER shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, or change in limits by endorsement, to the OWNER by certified mail.

ENGINEER will maintain general insurance coverage as follows:

A. Worker’s Compensation Insurance – Statutory as required by the Texas Labor Code.
B. Employer’s Liability Insurance - $100,000 per accident; $300,000 per disease; $100,000 occupational disease per employee.
C. Commercial General Liability Insurance - $2,000,000 per occurrence; $2,000,000 aggregate policy limit applies per project.
D. Automobile Liability Insurance - $1,000,000 CSL
E. Professional Liability - $2,000,000 per occurrence; $2,000,000 aggregate policy limit. A “claims made” policy is acceptable subject to coverage being maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.

ENGINEER shall maintain such coverage during all phases of engineering services and for two (2) years after substantial completion of the PROJECT. The OWNER shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, or change in limits by endorsement, to the OWNER by certified mail.

The OWNER, City of Sherman, including its officers, officials, employees, Boards and Commissions, and volunteers shall be named as an additional insured by endorsement to the general insurance coverage listed in this AGREEMENT, excluding Workers’ Compensation, Employers’ Liability, and Professional Liability (for which a waiver of subrogation is required to be issued in favor of the OWNER), with regard to the ENGINEER’S activities as required by this CONTRACT. The coverage shall contain no

special limitations on the scope of protection afforded to the OWNER, and all premiums arising from the coverage herein shall be the responsibility of the ENGINEER.

ARTICLE VIII.
INDEMNIFICATION

The ENGINEER shall hold harmless and indemnify the OWNER from all claims and liability for damage arising out of or in connection with this CONTRACT to the extent that the damage is caused by or results from failure by the ENGINEER or the ENGINEER'S agent, consultant under contract, or another entity over which the ENGINEER exercises control to perform services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer, or that results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the ENGINEER or the ENGINEER'S agent, consultant under contract, or another entity over which the ENGINEER exercises control. The ENGINEER shall also save harmless the OWNER from any and all expenses, including attorney fees which might be incurred by the OWNER in litigation or otherwise resisting said claim or liabilities, which might be imposed on the OWNER as the result of such negligent acts or omissions by the ENGINEER in proportion to the ENGINEER'S liability.

ENGINEER further agrees that during the course and scope of this AGREEMENT, except with OWNER'S knowledge and consent, ENGINEER shall not represent any third party against the OWNER in any claim, litigation, or other matter, or be retained to act as an expert witness for any third party in any claim, litigation, or any other matter that is, or may be, adversarial to the OWNER, as determined by the OWNER.

Acceptance by the OWNER of the ENGINEER'S work shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, subcontractors, agents, or consultants for the accuracy and competency of ENGINEER'S work; nor shall such acceptance be deemed to be an assumption of such responsibility by the OWNER for any defect, error, or omission in the ENGINEER'S work, its employees, subcontractors, agents, and consultants. ENGINEER, shall without additional costs or fee, correct or revise any errors or deficiencies in his performance.

The parties hereby acknowledge and agree that OWNER is entering into this AGREEMENT pursuant to its governmental functions and that nothing contained in the AGREEMENT shall be construed as constituting a waiver of the OWNER'S governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this AGREEMENT is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the OWNER'S immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this AGREEMENT is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code ("CPRC"), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

ARTICLE IX.
COMPLIANCE WITH LAWS

The ENGINEER, its consultants, agents, employees and subcontractors shall comply with all applicable Federal and State laws, charter and ordinances of the City of Sherman, as amended, and all other applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. ENGINEER shall complete only the professional engineering services as required in the performance of the services contracted for herein.

ARTICLE X.
OWNER'S RIGHTS AND OWNERSHIP OR DOCUMENTS

All ENGINEER'S designs and work products under this AGREEMENT including, but not limited to, tracings, drawings, plans, specifications, studies and other documents completed or partially completed, shall be the property of the City, to be used as the City desires, without restriction. ENGINEER specifically waives and releases any proprietary rights or ownership claims herein.

ARTICLE XI.
SUCCESSORS AND ASSIGNS

The City and the ENGINEER each bind himself, his partners, successors, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this AGREEMENT. The ENGINEER shall not assign, sublet or transfer its interest in this AGREEMENT without the written consent of the City.

ARTICLE XII.
PROVISION FOR TERMINATION/INTERRUPTION

The City may terminate or suspend the ENGINEER'S services under this AGREEMENT at any time upon paying all sums due the ENGINEER for work to time of termination and after giving the ENGINEER seven (7) calendar days prior written notice by certified mail, stating the reason for such termination or suspension.

In the event of termination or abandonment of the ENGINEER'S services under this AGREEMENT, payment shall be made to the ENGINEER for all services performed to the date of same.

Upon payment in the event of termination or abandonment, all documents prepared by the ENGINEER shall become the property of the City.

If this AGREEMENT is terminated because of material breach of this AGREEMENT by the ENGINEER, the City may have the remaining work and services to be performed by the ENGINEER performed by another engineer, and the ENGINEER shall be liable to the City for any excess costs accrued by the City thereof.

ARTICLE XIII.
CONFIDENTIALITY

ENGINEER will maintain as confidential any documents or information provided by OWNER and will not release or publish same to any third party without prior permission from OWNER, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to OWNER.

ARTICLE XIV.
GOVERNING LAW

This AGREEMENT shall be governed in all respects by the laws of the State of Texas. Venue for this AGREEMENT shall be exclusively in Grayson County, Texas.

ARTICLE XV.
SURVIVAL

All provisions of this AGREEMENT for indemnity or allocation of responsibility or liability between OWNER and ENGINEER shall survive the completion of the services and the termination of the AGREEMENT.

ARTICLE XVI.
SEVERABILTY

In the event that any provision of the AGREEMENT is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

ARTICLE XVII.
ENGINEERS SEAL

The ENGINEER shall place a Texas Professional Engineer's seal of endorsement on all engineering documents and engineering data furnished by ENGINEER to the Owner.

ARTICLE XVIII.
PUBLIC FUNDING

This Contract is subject to the appropriation of public funds by the City in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Contract for that fiscal year. The obligation of the City pursuant to this Contract in any fiscal year for which this Contract is in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Contract, this Contract may be terminated without any liability to either party.

ARTICLE XIX.
EXTENT OF AGREEMENT

This AGREEMENT represents the entire and integrated AGREEMENT between the City and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral.

EXECUTED in three (3) counterparts (each of which is an original) on behalf of ENGINEER shown below, and on behalf of the OWNER this ___ day of _____, 20 __.

OWNER:
CITY OF SHERMAN, TEXAS

_____
Robby Hefton, City Manager

ATTEST:

_____

ENGINEER:
Freese and Nichols, Inc.

_____
Scott Cole, PE, Vice President

ATTEST:

_____

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

BY: _____

NAME: _____
CITY ATTORNEY

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ of _____ known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said _____, a corporation, that (s)he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D. 20___.

_____

Notary Public In and For _____ County, Texas

My Commission Expires:

_____

EXHIBIT A
SCOPE OF SERVICES, FEE, AND RATE SCHEDULE
WATER MASTER PLAN

PROJECT UNDERSTANDING

Freese and Nichols, Inc. (FNI) understands that the City of Sherman seeks assistance in completing a Water Master Plan. This study will utilize the population, demographics and land use assumptions that were developed as part of the City's 2020 Roadway, Water, and Wastewater Impact Fee Study. This project will provide updated water demand projections for existing, 5-year, 10-year, and 25-year conditions.

The City's existing water model will be used as a resource to develop an updated model using Innovyze software based on the latest information in the City's geographic information system (GIS). Model calibration exercises will be performed based on the results of temporary water system field pressure testing and SCADA data. Water system modeling will be performed for existing, 5-year, 10-year, and 25-year conditions to develop improvement alternatives for water system improvements. Pipeline, pumping, and storage improvements will be identified as well as operational recommendations to improve system efficiency. No evaluation is currently planned for water treatment plant. A comprehensive water system capital improvements program (CIP) will be developed with project descriptions, cost estimates, drivers, triggers, and mapping. The assumptions, methodology, results, and recommendations of this study will be summarized in a Water Mater Plan report. The CIP will not include specific projects for the water or wastewater treatment plants.

We also understand that the City would like to implement an Asset Management program. This study will provide a high-level review of existing asset management practices and recommendations for future asset management activities.

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

Task A: Project Management

A1. Project Kick-off Meeting: Freese and Nichols, Inc. (FNI) will meet with the City to review project scope, schedule, communication strategy, and data requirements. FNI will develop and submit a data request memorandum.

A2. Data Collection: FNI will provide a project SharePoint site to streamline collaboration and sharing of project related information. FNI will collect and compile information from the City including previous reports, updated GIS files, recently completed water system improvements, water production data, wastewater flow data, and utility billing data.

A3. Project Management Activities: FNI will conduct routine project management activities including monthly progress reports, project accounting, invoicing, and project coordination.

Task B: Water Demand Projections

B1. Wholesale Customer Evaluation: In coordination with the City, FNI will evaluate the future potential for the City to provide water wholesale service to surrounding municipalities. Water demand projections will be developed for identified potential wholesale customers.

B2. Review Historical Water Usage Data: FNI will review and evaluate available historical water usage by residential, commercial, and industrial usage over the last 10 years, including the top 10 large water users.

B3. Develop and Distribute Existing Demands: FNI will utilize data from the City's billing system database to geocode metered water consumption based on meter address. The data will consist of metered usage fields for each customer account and customer type. Water demands will be distributed for average day and maximum month demand conditions.

B4. Develop Design Criteria for Projections: FNI will evaluate the historical water usage to develop existing and future per-capita water demands, as well as water system peaking factors (maximum day, peak hour). FNI will develop design criteria for future water demand projections.

B5. Water Demand Projections: Based on the selected design criteria and land use assumptions, FNI will calculate and spatially distribute projected water demands for existing, 5-year, 10-year, and 25-year conditions for average day, maximum day, and peak hour. Wastewater flow projections for average daily and peak wet weather flow will be developed. FNI will distribute projected non-residential water demands and wastewater flows using land uses, acreage and peaking factors.

B6. Draft Water Demand Technical Memorandum: Prepare and submit one (1) electronic PDF copy of a draft Population and Flow Projection Technical Memorandum. The TM will include existing and projected development by sewer basin, and existing flow estimates, and flow projections for existing, 5-, 10-, and 25-year planning periods.

B7. Finalize Water Demand Technical Memorandum: FNI will revise the TM based on City's comments and submit three (3) final hard copies and one (1) electronic copy in PDF format to the City.

Task C: Hydraulic Water Model Update and Calibration

C1. Conduct Temporary Summer Field Pressure Testing: FNI will work with the City to identify locations for field testing based on model calibration needs and areas of concern from the City. Up to ten (10) Telog pressure recorders will be furnished by FNI. FNI will prepare procedures for field testing showing proposed locations for testing, duration of testing, required SCADA data during testing period, and assistance needed from utility department. The City will install and remove the pressure recorders on the designated fire hydrants. Testing will consist of recording pressure readings for a one- or two-week time period.

C2. SCADA and AMI Data Review and Diurnal Curve Development: FNI will obtain and evaluate SCADA data including pump station flows, pressures, and tank levels for the pressure testing period. FNI will utilize the recent SCADA data and operator logs to develop diurnal demand curves representing existing 24-hour peak summer water usage patterns within each pressure plane. FNI will review the

available AMI information and incorporate into the water demand projections and the water model calibration.

C3. Update Water Distribution System Model: FNI will utilize the information from the City's current WaterGEMs model and the City's current GIS to develop an updated water model in InfoWater software by Innovyze. The updated all-pipes model will consist of all lines that are currently in the GIS plus recently constructed lines that may not appear in the GIS.

C4. Conduct EPS Water Model Calibration: FNI will conduct a 24-hour extended period simulation (EPS) model validation by adjusting c-factors, pump curves, diurnal curves, and demand distribution until modeling results match the field pressure measurements and pump/tank operation. FNI will provide comparison graphs and mapping to document model calibration results.

Task D: Water Distribution System Analysis and Alternatives Evaluation

D1. Perform Modeling of Existing Water System: FNI will develop a maximum day (including peak hour) model scenario and will conduct EPS modeling of the existing water system to determine capacity and deficiencies within the existing water system. FNI will develop mapping of existing system modeled pressures and operational graphs documenting model output.

D2. Conduct Fire Flow Analysis for Existing System: FNI will utilize the water system model to conduct fire flow analysis under existing maximum day demands to identify areas with less than adequate fire flow capacity. Fire flow analysis will be documented using mapping of available fire flows.

D3. Evaluate Existing Pumping and Storage Requirements: FNI will evaluate the existing system by pressure plane for compliance with the capacity requirements outlined in TCEQ Chapter 290. FNI will analyze pumping capacity, elevated storage capacity and total storage capacity by pressure plane to determine if any deficiencies exist.

D4. Evaluate Existing Pressure Plane Delineation: FNI will analyze the existing pressure plane delineation based on modeling results, field testing data, and water supply locations. FNI will evaluate and recommend modifications to the existing pressure plane boundaries. FNI will present mapping showing proposed water system pressures throughout City under new pressure plane boundary alternatives compared to existing pressure plane delineation.

D5. Meet with City – Water Model Update, Calibration, and Existing System Analysis: FNI will meet with the City to review the results of the water model development, calibration, and existing system analysis.

D6. Develop Design Criteria for Water Distribution System Improvements: FNI will develop target design criteria including headloss gradient, and velocity in pipelines, minimum and maximum pressures, tank drain/fill rates, and storage volumes. The design criteria will be used to develop system improvements that will provide the desired level of service.

D7. Evaluate Future Pumping Capacity, Elevated and Ground Storage Needs: FNI will utilize the future water model to develop existing vs. recommended capacity charts for pumping, ground and elevated storage, and water supply capacity throughout the city.

D8. Conduct Water Age Modeling: FNI will conduct water age modeling using the updated water model for up to three (3) operational conditions. Average day model runs will be developed. FNI will use the water age model to evaluate the estimate water age in the distribution system. Large scale color mapping of water age will be developed.

D9. Utilize 25-year Model to Determine Sizing of Water System Improvements: FNI will utilize the 25-year water model scenario to determine sizing of water system transmission, elevated and ground storage, and pumping facilities needed to serve projected 25-year demands throughout each pressure plane in the service area using the EPS model analyses under maximum day demand conditions. The City currently has approximately 25 existing wells; recommended improvements will be evaluated with and without the existing wells in service. It is assumed that the City will not bring any new wells online.

D10. Determine Phasing of Water System Improvements: FNI will use the interim 5-year and 10-year EPS model scenarios to determine phasing of water system improvements. System improvements will include transmission, storage, pumping and distribution system related needs.

D11. Develop Operational Strategies: FNI will work with City operations staff to document a strategy that identifies optimum system operations under various seasonal demand conditions. FNI will evaluate pump station flow rates and elevated storage tank ranges to develop preferred system operations.

D12. Workshop – Water System Improvements: FNI will conduct a workshop with the City to review and discuss proposed water system improvements.

Task E: Asset Management for Pipelines

E1. Water Data Assessment: FNI will document existing available information on water system assets, including but not limited to GIS, CMMS, and hydraulic model. FNI will work with the City to identify information that is currently not available but is desirable for future water system asset management and master planning needs. FNI will perform a gap analysis on available water system asset and maintenance data to identify gaps between existing data and preferred data. FNI will identify any inconsistencies in GIS, CMMS, and hydraulic model data sets.

E2. Draft Technical Memorandum: FNI will prepare a draft Data Assessment Technical Memorandum that documents the results of the gap analysis, recommendations for data improvements, and any enhancements to business processes to improve the collection and storage of water asset data. FNI will submit digital files in PDF format of the draft TM.

E3. Workshop with City: FNI will conduct a workshop with the City to review and solicit comments on the water data assessment and draft memorandum.

E4. Finalize TM – Data Assessment: FNI will revise the Data Assessment TM to incorporate comments from the City. FNI will submit three (3) hard copies and digital files in PDF format of the final TM.

Task F: Capital Improvements Plan and Master Plan Report

F1. Develop Draft Capital Improvement Plan (CIP) Costs, Schedule, and Mapping: FNI will develop a comprehensive Water Capital Improvements Plan based on capacity needs for 5-year, 10-year and

25-year planning periods. Planning level cost estimates for each proposed project will be developed in Year 2020 dollars including engineering and contingencies. Large scale citywide maps will be produced showing proposed projects and phasing. FNI will also prepare a detailed description and justification for each project.

F2. Workshop - Draft Capital Improvement Plan: FNI will conduct a workshop with the City to discuss the draft water CIPs.

F3. Prepare Draft Master Plan Report: FNI will prepare a draft Water Master Plan Report summarizing water demand and wastewater flow projections, model calibration, existing and future system analysis, and CIP development. FNI will deliver one electronic PDF copy of the draft report.

F4. Meet with City - Review Draft Master Plan Report: FNI will meet with the City to discuss the draft Water Master Plan Report. FNI will solicit comments to be incorporated into the final report.

F5. Prepare Final Master Plan Report: FNI will revise the report based on comments from the City and submit five (5) final hard copies and one electronic copy in PDF format of the Water Master Plan Report.

F6. Council Presentations: FNI will prepare and attend one (1) City Council presentation to present the finding and recommendations results of the Water Master Plan.

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

S1. Additional Services Requested by City: FNI shall perform additional services at the request of the City for task efforts not to exceed $9,000.

ADDITIONAL SERVICES: Services not specified in the Scope of Services will be provided to the City upon written request for an additional fee.

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

City's Designated Representative	Name:	Wayne Lee, P.E.
	Address:	220 W. Mulberry Street
		Sherman, TX 75091
	Phone:	903-892-7327
	Fax:	903-870-7802
	E-mail:	WayneL@cityofsherman.com
CITY's Accounting Representative	Name:	Tammy Davis, CPA
	Address:	405 N. Rusk
		Sherman, Texas 75090
	Phone:	903-892-7309
	Fax:	903-891-0255
	E-mail:	tammyd@ci.sherman.tx.us
FNI's Project Manager	Name:	Cullen Carlson
	Address:	2711 North Haskell Ave, Suite 3300
		Dallas, TX 75204
	Phone:	214-217-2259
	Fax:	214-217-2201
	E-mail:	CBC@freese.com
FNI's Accounting Representative	Name:	Jana Collier
	Address:	4055 International Plaza, Suite 200
		Fort Worth, TX 76109
	Phone:	817-735-7354
	Fax:	817-735-7491
	E-mail:	jvc@freese.com

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in 24 months from Notice to Proceed.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

COMPENSATION

FNI proposes to furnish our services as described herein in accordance with Attachment CO, "Compensation". The total fee for Basic Services shall be computed on the basis of Attachment CO but shall be the lump sum fee of One Hundred Eighty Thousand Dollars ($180,000.00). The total fee for Special Services shall be computed on the basis of Attachment CO but shall be the not to exceed fee of Nine Thousand Dollars ($9,000.00). If FNI sees the Scope of Services changing so that additional services are needed, FNI will notify the City for the City's approval before proceeding. Additional services shall be computed based on the Schedule of Charges found in Attachment CO.

Payment of the services shall be due and payable upon submission of a statement for services. Statements for services shall not be submitted more frequently than monthly.

	Task	**Fee**
A	Project Management	$10,000
B	Water Demand Projections	$20,000
C	Water Model Update and Calibration	$35,000
D	Water Distribution System Analysis and Alternatives Evaluation	$60,000
E	Asset Management	$15,000
F	Capital Improvements Plan and Master Plan Report	$40,000
	TOTAL BASIC SERVICES	**$180,000**
	TOTAL SPECIAL SERVICES	**$9,000**

COMPENSATION

Compensation to FNI for Basic Services in EXHIBIT A shall be the lump sum of One Hundred Eighty Thousand Dollars ($180,000.00).

Compensation to FNI for Special Services in EXHIBIT A shall be computed on the basis of the following Schedule of Charges, but shall not exceed Nine Thousand Dollars ($9,000.00).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in EXHIBIT A, FNI will notify CITY for CITY's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	**Hourly Rate**
Professional - 1	113
Professional - 2	137
Professional - 3	156
Professional - 4	178
Professional - 5	209
Professional - 6	240
Construction Manager - 1	91
Construction Manager - 2	117
Construction Manager - 3	138
Construction Manager - 4	173
CAD Technician/Designer - 1	96
CAD Technician/Designer - 2	126
CAD Technician/Designer - 3	153
Corporate Project Support - 1	92
Corporate Project Support - 2	111
Corporate Project Support - 3	148
Intern/ Coop	57
Senior Advisor	175

Rates for In-House Services and Equipment

Mileage

Standard IRS Rates

Technology Charge

$8.50 per hour

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

Equipment

Valve Crew Vehicle (hour)		$75
Pressure Data Logger (each)		$100
Water Quality Meter (per day)		$100
Microscope (each)		$150
Pressure Recorder (per day)		$200
Ultrasonic Thickness Guage (per day)		$275
Coating Inspection Kit (per day)		$275
Flushing / Cfactor (each)		$500
Backpack Electrofisher (each)		$1,000
	Survey Grade	Standard
Drone (per day)	$200	$100
GPS (per day)	$150	$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multipler of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These rates will be adjusted annually in February.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 9.**

Meeting Date: 03/01/2021

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6709

Authorizing Execution of a Professional Services Agreement with Burgess & Niple, Inc. for the Downtown Sanitary Sewer Evaluation Survey

Issue:

To consider a contract for professional services with Burgess & Niple, Inc. for the Downtown Sanitary Sewer Evaluation Survey

Background:

The property owners in the downtown central business district have expressed concern about odors they believe are coming from the sanitary sewer system. This contract will evaluate the city mains by means of video recording and smoke testing. The contract will provide a report of the engineer's findings and recommendations of any sewer mains, manholes, and taps that need to be rehabilitated or replaced. This study is expected to take about six months to complete.

Origination:

Engineering Department

Financial Consideration:

The total funding needed for this contract is $87,452.58. The 2021 fiscal year budget allocated $500,000 within the TIRZ #2 to be used towards utility improvements within the downtown central business district.

Staff Recommendation:

It is recommended that the contract for professional services with Burgess & Niple, Inc. for the Downtown Sanitary Sewer Evaluation Survey be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6709
Agreement
Location Map

RESOLUTION NO. 6709

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH BURGESS & NIPLE, INC. FOR THE DOWNTOWN SANITARY SEWER EVALUATION SURVEY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Burgess & Niple, Inc. for the Downtown Sanitary Sewer Evaluation Survey, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the_____ day of_____, 2021.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
NAME: _____
CITY ATTORNEY

Professional Services/Consultant Agreement

ENGINEERING SERVICES AGREEMENT

This AGREEMENT or CONTRACT is made and entered into this ___ day of _____ 20__, by and between the City of Sherman, Texas hereinafter also called the OWNER or City, and Burgess & Niple, Inc. hereinafter called the ENGINEER or Consultant. On consideration of the mutual agreements herein and subject to the following terms and conditions, the parties mutually agree as follows:

ARTICLE I.
SERVICES TO BE PROVIDED

ENGINEER agrees to furnish professional engineering services in accordance with the terms and conditions of this AGREEMENT (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

ENGINEER shall conduct professional engineering services generally described as follows:

Downtown Sanitary Sewer Evaluation Survey

ARTICLE II.
SCOPE OF WORK

During the term of this AGREEMENT, ENGINEER shall perform at the request and satisfaction of the Engineering Department of the City of Sherman, the stated services and the indicated fee schedule attached as **EXHIBIT A.**

ARTICLE III.
TERM

The contract term shall commence on the date of this AGREEMENT and be completed by August 15, 2021. The contract term may be extended by mutual AGREEMENT of the parties.

ARTICLE IV.
PROJECT INITIATION

Prior to the OWNER issuing a work order to proceed with any assessments, surveys, or other related work, ENGINEER shall provide OWNER with a written proposal detailing the scope of services and providing a fee estimate for proposed work. Said costs are to be based on the attached fee schedule. Final cost, excluding an approved change order, may not exceed the cost estimate by more that 10 percent without written approval of the OWNER.

ARTICLE V.
FEES

Fees for services performed under this AGREEMENT shall be based on an hourly rate for personnel, equipment, and related services as detailed on the fee schedule attached as **EXHIBIT A** to this AGREEMENT. Subcontract services such as consulting with other engineers, as well as other services not specifically listed on the fee schedule, will be performed by subconsultants who operate under a subcontract agreement with ENGINEER. Fees shall be payable from the currently available funds. In the event funds are not available, ENGINEER shall not be obligated to perform the work.

ARTICLE VI.
PAYMENT TERMS

ENGINEER will invoice OWNER for work performed on a monthly basis. In the case of short duration projects, invoicing will be upon project completion, with the invoice issued upon delivery of appropriate proposals or documents. Alternative invoicing methods may be acceptable provided they are agreed to prior to the work being undertaken.

ARTICLE VII.
INSURANCE

Prior to the commencement of services under this AGREEMENT, ENGINEER shall obtain standard comprehensive professional liability insurance coverage in an amount of at least $1,000,000.00 per claim with a $2,000,000.00 aggregate policy limit per year, covering the services provided under this AGREEMENT. A “claims made” policy is acceptable subject to coverage being maintained during the course of the PROJECT and up to two (2) years after completion and acceptance of PROJECT by the City. ENGINEER shall maintain such coverage during all phases of engineering services and for two (2) years after substantial completion of the PROJECT. The OWNER shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, or change in limits by endorsement, to the OWNER by certified mail.

ENGINEER will maintain general insurance coverage as follows:

A. Worker’s Compensation Insurance – Statutory as required by the Texas Labor Code.
B. Employer’s Liability Insurance - $100,000 per accident; $300,000 per disease; $100,000 occupational disease per employee.
C. Commercial General Liability Insurance - $2,000,000 per occurrence; $2,000,000 aggregate policy limit applies per project.
D. Automobile Liability Insurance - $1,000,000 CSL
E. Professional Liability - $2,000,000 per occurrence; $2,000,000 aggregate policy limit. A “claims made” policy is acceptable subject to coverage being maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.

ENGINEER shall maintain such coverage during all phases of engineering services and for two (2) years after substantial completion of the PROJECT. The OWNER shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, or change in limits by endorsement, to the OWNER by certified mail.

The OWNER, City of Sherman, including its officers, officials, employees, Boards and Commissions, and volunteers shall be named as an additional insured by endorsement to the general insurance coverage listed in this AGREEMENT, excluding Workers’ Compensation, Employers’ Liability, and Professional Liability (for which a waiver of subrogation is required to be issued in favor of the OWNER), with regard to the ENGINEER’S activities as required by this CONTRACT. The coverage shall contain no

special limitations on the scope of protection afforded to the OWNER, and all premiums arising from the coverage herein shall be the responsibility of the ENGINEER.

ARTICLE VIII.
INDEMNIFICATION

The ENGINEER shall hold harmless and indemnify the OWNER from all claims and liability for damage arising out of or in connection with this CONTRACT to the extent that the damage is caused by or results from failure by the ENGINEER or the ENGINEER'S agent, consultant under contract, or another entity over which the ENGINEER exercises control to perform services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer, or that results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the ENGINEER or the ENGINEER'S agent, consultant under contract, or another entity over which the ENGINEER exercises control. The ENGINEER shall also save harmless the OWNER from any and all expenses, including attorney fees which might be incurred by the OWNER in litigation or otherwise resisting said claim or liabilities, which might be imposed on the OWNER as the result of such negligent acts or omissions by the ENGINEER in proportion to the ENGINEER'S liability.

ENGINEER further agrees that during the course and scope of this AGREEMENT, except with OWNER'S knowledge and consent, ENGINEER shall not represent any third party against the OWNER in any claim, litigation, or other matter, or be retained to act as an expert witness for any third party in any claim, litigation, or any other matter that is, or may be, adversarial to the OWNER, as determined by the OWNER.

Acceptance by the OWNER of the ENGINEER'S work shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, subcontractors, agents, or consultants for the accuracy and competency of ENGINEER'S work; nor shall such acceptance be deemed to be an assumption of such responsibility by the OWNER for any defect, error, or omission in the ENGINEER'S work, its employees, subcontractors, agents, and consultants. ENGINEER, shall without additional costs or fee, correct or revise any errors or deficiencies in his performance.

The parties hereby acknowledge and agree that OWNER is entering into this AGREEMENT pursuant to its governmental functions and that nothing contained in the AGREEMENT shall be construed as constituting a waiver of the OWNER'S governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this AGREEMENT is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the OWNER'S immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this AGREEMENT is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code ("CPRC"), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

ARTICLE IX.
COMPLIANCE WITH LAWS

The ENGINEER, its consultants, agents, employees and subcontractors shall comply with all applicable Federal and State laws, charter and ordinances of the City of Sherman, as amended, and all other applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. ENGINEER shall complete only the professional engineering services as required in the performance of the services contracted for herein.

ARTICLE X.
OWNER'S RIGHTS AND OWNERSHIP OR DOCUMENTS

All ENGINEER'S designs and work products under this AGREEMENT including, but not limited to, tracings, drawings, plans, specifications, studies and other documents completed or partially completed, shall be the property of the City, to be used as the City desires, without restriction. ENGINEER specifically waives and releases any proprietary rights or ownership claims herein.

ARTICLE XI.
SUCCESSORS AND ASSIGNS

The City and the ENGINEER each bind himself, his partners, successors, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this AGREEMENT. The ENGINEER shall not assign, sublet or transfer its interest in this AGREEMENT without the written consent of the City.

ARTICLE XII.
PROVISION FOR TERMINATION/INTERRUPTION

The City may terminate or suspend the ENGINEER'S services under this AGREEMENT at any time upon paying all sums due the ENGINEER for work to time of termination and after giving the ENGINEER seven (7) calendar days prior written notice by certified mail, stating the reason for such termination or suspension.

In the event of termination or abandonment of the ENGINEER'S services under this AGREEMENT, payment shall be made to the ENGINEER for all services performed to the date of same.

Upon payment in the event of termination or abandonment, all documents prepared by the ENGINEER shall become the property of the City.

If this AGREEMENT is terminated because of material breach of this AGREEMENT by the ENGINEER, the City may have the remaining work and services to be performed by the ENGINEER performed by another engineer, and the ENGINEER shall be liable to the City for any excess costs accrued by the City thereof.

ARTICLE XIII.
CONFIDENTIALITY

ENGINEER will maintain as confidential any documents or information provided by OWNER and will not release or publish same to any third party without prior permission from OWNER, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to OWNER.

ARTICLE XIV.
GOVERNING LAW

This AGREEMENT shall be governed in all respects by the laws of the State of Texas. Venue for this AGREEMENT shall be exclusively in Grayson County, Texas.

ARTICLE XV.
SURVIVAL

All provisions of this AGREEMENT for indemnity or allocation of responsibility or liability between OWNER and ENGINEER shall survive the completion of the services and the termination of the AGREEMENT.

ARTICLE XVI.
SEVERABILTY

In the event that any provision of the AGREEMENT is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

ARTICLE XVII.
ENGINEERS SEAL

The ENGINEER shall place a Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished by ENGINEER to the Owner.

ARTICLE XVIII.
PUBLIC FUNDING

This Contract is subject to the appropriation of public funds by the City in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Contract for that fiscal year. The obligation of the City pursuant to this Contract in any fiscal year for which this Contract is in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Contract, this Contract may be terminated without any liability to either party.

ARTICLE XIX.
EXTENT OF AGREEMENT

This AGREEMENT represents the entire and integrated AGREEMENT between the City and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral.

EXECUTED in three (3) counterparts (each of which is an original) on behalf of ENGINEER shown below, and on behalf of the OWNER this ___ day of _____, 20 __.

OWNER:
CITY OF SHERMAN, TEXAS

_____
Robby Hefton, City Manager

ATTEST:

_____

ENGINEER:
Company Name

_____
Name of authorized signer

ATTEST:

_____

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

BY: _____

NAME: _____
CITY ATTORNEY

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ of _____ known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said _____, a corporation, that (s)he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D. 20___.

_____

Notary Public In and For _____ County, Texas

My Commission Expires:

_____

EXHIBIT A
SCOPE OF SERVICES & FEES

BURGESS & NIPLE

9601 Amberglen Blvd., Suite 275 | Austin, TX 78729 | 512.306.9266

DATE: January 18, 2021

TO: City of Sherman
220 W Mulberry St.
Sherman, TX 75091

FROM: Burgess & Niple, Inc.
9601 Amberglen Blvd, Suite 275
Austin, Texas 78729

PROJECT: Sanitary Sewer System Evaluation Survey – Downtown Area

Burgess & Niple, Inc. (ENGINEER) proposes to furnish Engineering Services to the City of Sherman (CITY) in accordance with the following proposal. The purpose of the project is to conduct a Sanitary Sewer Evaluation Survey for portions of the wastewater collection system within the downtown Sherman area.

1. ANALYSIS AREA

The study area includes the wastewater collection system as shown in EXHIBIT A1 primarily located in the downtown area of Sherman, TX. Within this study area, there are approximately 24,135 L.F. of sewer mains and 130 manholes designated for inspection.

2. SCOPE OF WORK

This project will consist of a Sanitary Sewer Evaluation Survey (SSES) for the downtown area and the quantities of the project may change based on quantities found in the field.

The investigation objectives and goals will be achieved through the performance of the following tasks.

Task No. 1 - Preparatory Work & Mobilization

a. Printing of all field forms and preparation of maps to be used for the field investigation portion of the project.

b. Preparation of data transfer facilities for transfer of data collected during the survey to City personnel.

c. Hold a project initiation meeting with City personnel prior to commencement of any work to ensure that the following items are addressed:

- Development of a work plan to optimize field investigations.
- Proper communication channels between City personnel, including fire and police departments and the Engineer.
- All applicable city, county, state, and federal safety procedures and regulations.
- Development of progress reporting procedures

The compensation for this task shall be on a lump sum basis as shown in Table I – Compensation for Services.

Task No. 2 - Smoke Testing

Smoke testing is performed under dry weather conditions to maximize the detection of inflow and rainfall responsive infiltration sources. A non-toxic and odorless smoke is introduced into the center manhole connecting two sections of sewer main with an air blower with a minimum capacity of 4,000 cubic feet per minute (cfm). Smoke flyers will be distributed to customers within the study area prior to commencement of smoke testing in an area.

This task, as described above, will be employed to the extent that surcharging or blockage of the sewer lines will permit on the 24,135 linear feet of designated sewer lines in the study area. Above ground reconnaissance of the study area to determine proximity of storm sewers, creek crossings, drainage paths and ponding areas to the sanitary sewer system will be accomplished concurrently with smoke testing and the visual line inspection. This visual inspection is performed to identify potential sources of inflow to the system. Digital photographs of each smoke leak located during the smoke testing phase of this project will be taken and provided with the field forms in both hardcopy and electronic formats.

Smoke testing data collected as a portion of the field investigations will include:

- Upstream/downstream manhole number
- Length of sewer line in linear feet
- Predominant ground cover over line segment
- Leak location using GPS coordinates
- Degree of smoke observed
- Number and size of pick holes in the upstream manhole
- Location of the leak regarding drainage path and ponding areas
- Predominant ground cover over the leak
- Physical address of the leak
- Classification of leaks as to:
  - Main Line
  - Manhole
  - Public service line
  - Private service line

Compensation for this task shall be per linear foot as shown in Table I – Compensation for Services.

Task No. 3 – Manhole Inspection

This task consists of opening all designated manholes cleanouts in the study area (except those which could not be located or could not be opened), examining the interior of the structure for inflow and infiltration sources and inspecting each sewer line entering and leaving the structure. The visual inspection of the manhole/mainline cleanout is carried out by employing a pole-mounted video camera, designed for sewer main inspections. Information gathered during this work is recorded on field forms.

The following data will be recorded for each manhole/mainline cleanout inspected:

- Manhole Cleanout Data
  - Manhole identification number
  - Construction materials and conditions of cover, ring, risers, walls, steps, benches and inverts
  - Manhole depth in feet
  - Number and size of holes in manhole cover
  - Identify infiltration sources
  - Evidence of leaks and location
  - Evidence of surcharging
  - Type and depth of debris

- Special problems and conditions, such as sources of inflow, overflows, bypasses, manholes located in natural ponding areas, etc.
- Structural defects

A reasonable attempt (generally 20 minutes per crew per manhole) will be made to locate and open manholes assumed to be buried or hidden. If manholes either do not exist or are buried to the extent that they cannot be located by conventional methods, ENGINEER will notify OWNER who will locate said manholes within ten (10) business days. If OWNER fails to locate or open manholes within said timeframe, the manholes will be passed over and noted as "Unable to Locate" on the field forms. If a manhole cannot be opened after a reasonable attempt, ENGINEER will notify OWNER who will open said manhole within five (5) business days. If OWNER fails to open said manhole, the manhole will be noted as "Unable to Open" on the field forms. Compensation for Unable to Locate and Unable to Open manholes will not be requested. Approximately 130 manholes are designated for inspection.

Compensation for this task shall be per each as shown in Table I – Compensation for Services.

Task No. 4 – Sanitary Sewer Main Cleaning

This task consists of preparing the sewer lines to be internally inspected by cleaning the pipe walls to provide for unobstructed internal inspection. An estimated 24,135 linear feet will be cleaned during this phase. The cleaning will be accomplished by use of a hydraulic cleaning unit with all lines to be internally inspected to be cleaned prior to the inspection. It is the intent of the cleaning to flush the sludge, mud, sand, gravel and other sediment and debris down the sewer line. All debris, sediment and sludge removed from the sewer lines will be disposed of at a permitted site designated by the City. When obstructions are encountered, an attempt will be made to clean the sewer from both upstream and downstream manholes. The sanitary sewer main cleaning shall be conducted in accordance with the standard NASSCO specifications for sewer main cleaning.

Assumptions: An estimated 24,135 linear feet will be cleaned. If cleaning cannot be satisfactorily accomplished within three passes of the sewer main, the City will be notified and/or allow a reasonable and customary charge to be added to the contract cost to accommodate additional cleaning (heavy-duty, root removal, etc.). Any debris/sediment removed from the collection system during this operation shall be disposed of at a location designated by City and in accordance with all state and local regulations.

Required from Others: The City shall provide a construction water meter and water for cleaning operations and an approved disposal site for debris/sediment removed from the system at no cost to B&N.

Compensation for this task shall be per linear foot and dependent upon the diameter of sewer and location as separated in the Table I – Compensation for Services.

Task No. 5 – Sanitary Sewer Main Internal Television Inspection

This task consists of the internal TV inspection, using closed circuit color television equipment, of an estimated 24,135 linear feet. The TV inspection will be recorded on DVD in NASSCO PACP format. Concurrent dyed water flooding will not be performed as a function of this task. When obstructions are encountered, an attempt will be made to televise the sewer line from both upstream and downstream manholes. The sanitary sewer main inspection shall be conducted in accordance with the standard NASSCO specifications for sewer main inspection.

Assumptions: The locations of noted defects shall be within the specified accuracy of the footage counter as published by the manufacturer of the counter/inspection equipment.

Required from Others: The City shall provide the personnel and equipment necessary to remove the television camera should it become lodged in the sewer main during operations due to an unknown defect in the pipe. The City, however, assumes no liability for damage to the television camera and/or other equipment. B&N shall exercise every reasonable caution to avoid lodging the camera equipment in the pipeline.

Compensation for this task shall be per linear foot and dependent upon the diameter of sewer and location as separated in the Compensation Table No. 1.

Task No. 6 – Supervision, Engineering Evaluation, Data Analysis, and Report

This task consists of engineering supervision of all field data collection operations, analysis of the collected data and presentation of the field data and analysis results as a Final Report, which shall include the following information. The City may, at its discretion, request that an Interim Report be presented for the purpose of review and comment. Comments from the Interim Report shall be incorporated into the Final Report.

a. Description of the type and nature of the problems found in the system. This information shall include the type of leak located, estimated leak rate, and estimated construction cost to repair the leak.

b. Database printout of recommended rehabilitation cost ranked by unit cost.

c. Database listing of all problems located, along with the digital photograph and video tape documentation of the defect. Database inventory of all inspected manholes and collection lines.

d. Recommendations for rehabilitation work grouped by major system component (main lines, service lines, and manholes). The recommendations will provide the information necessary for the rehabilitation work to be performed either by the City or by a Contractor.

e. ArcGIS project outlining the location of all located leaks, all inspected system components, collection lines that were internally inspected, and location of all recommended system rehabilitation.

f. Verify sewer capacity through engineering capacity analysis of area of study.

One original copy of the collected field data with photographs of smoke leaks and visual inspections of manholes, video tape recordings of internal television inspection of sewer lines, and project database will be provided as a portion of the final report. This data will be provided to the City in both electronic and hardcopy formats, as appropriate.

Compensation for this task shall be on a lump sum basis as shown in Table I – Compensation for Services.

Task No. 7– Traffic Control Allowance

The Engineer and its subconsultants may need traffic control assistance to perform the tasks noted above. If traffic control is determined to be necessary by B&N, compensation for this task shall be on a time-and-materials basis in an amount not to exceed the estimated allowance quantity as listed in Table I – Compensation.

3. INFORMATION AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide the following information and services:

a. One reproducible print of the existing sewer system showing the location and size of existing sewer lines, manholes, lift stations, and other pertinent topographic information such as right-of-way lines, street names, etc. This information shall also be provided in an electronic format useful for the preparation of geographic information system maps and datasets.

b. Liaison with City officials to provide effective coordination and cooperation between the fire, police, engineering and sewer departments and ENGINEER, as necessary during execution of field work.

c. Access to manholes and/or lift stations.

d. Assistance by City personnel, knowledgeable of manhole and cleanout locations, in locating buried or hidden manholes and cleanouts.

e. Expose for entry, manholes that require excavation, cutting of pavement, and/or have lids fastened or frozen in place.

f. Video recordings of sewer lines televised by city's staff in the study area.

g. Access to debris disposal site for debris removed in line cleaning operations.

h. Access to and water as necessary (hydrant) for line cleaning operations.

4. TIME SCHEDULE

The work will be initiated immediately after of receipt of an Authorization to Proceed and is projected to be completed within six months.

5. COMPENSATION FOR SERVICES AND TERMS OF PAYMENT

The total estimated compensation to provide all services described under the Scope of Work including the necessary equipment and supplies is EIGHTY-SEVEN THOUSAND FOUR HUNDRED FIFTY-TWO AND 58/100 DOLLARS ($87,452.58). The compensation amount is based on the estimated work unit quantities delineated under the Scope of Work and the quantities outlined herein. It should be noted that the quantities outlined in this contract are estimated based on the best available information and may vary from the actual quantities found during field investigations. In no case will the total contract amount be exceeded without prior written authorization from the City of Sherman.

Invoices will be rendered monthly and due within thirty (30) days. Invoices will be computed based on the quantities of work completed to date, multiplied by the unit price for that work and/or percentage of task completion.

Table I - Compensation for Services delineates the price for each task.

Table I - Compensation for Services

Task	Task Description	Unit	Estimated Quantities	Unit Price	Total Price
1	Preparatory Work and Mobilization	Lump Sum	1	$1,500.00	$ 1,500.00
2	Smoke Testing	L.F.	24,135	$ 0.55	$ 13,274.25
3	Manhole Inspection	EA.	130	$ 115.00	$ 14,950.00
4A	Sanitary Sewer Main Cleaning (6", Within Streets)	LF	10,612	$ 1.09	$ 11,567.08
4B	Sanitary Sewer Main Cleaning (6", Outside of Streets)	LF	4,431	$ 1.31	$ 5,804.61
4C	Sanitary Sewer Main Cleaning (8"– 10", Within Streets)	LF	6,089	$ 0.78	$ 4,749.42
4D	Sanitary Sewer Main Cleaning (8"– 10", Outside of Streets)	LF	3,003	$ 0.98	$ 2,942.94
5A	Sanitary Sewer CCTV Inspection (6", Within Streets)	LF	10,612	$ 0.57	$ 6,048.84
5B	Sanitary Sewer CCTV Inspection (6", Outside of Streets)	LF	4,431	$ 0.69	$ 3,057.39
5C	Sanitary Sewer CCTV Inspection (8"– 10", Within Streets)	LF	6,089	$ 0.41	$ 2,496.49
5D	Sanitary Sewer CCTV Inspection (8"– 10", Outside of Streets)	LF	3,003	$ 0.52	$ 1,561.56
6	Supervision, Engineering Evaluation, Data Analysis and Report	Lump Sum	1	$ 7,500.00	$ 7,500.00
7	Traffic Control Allowance	T&M	1	$12,000.00	$ 12,000.00
TOTAL					**$87,452.58**

6. TERMINATION

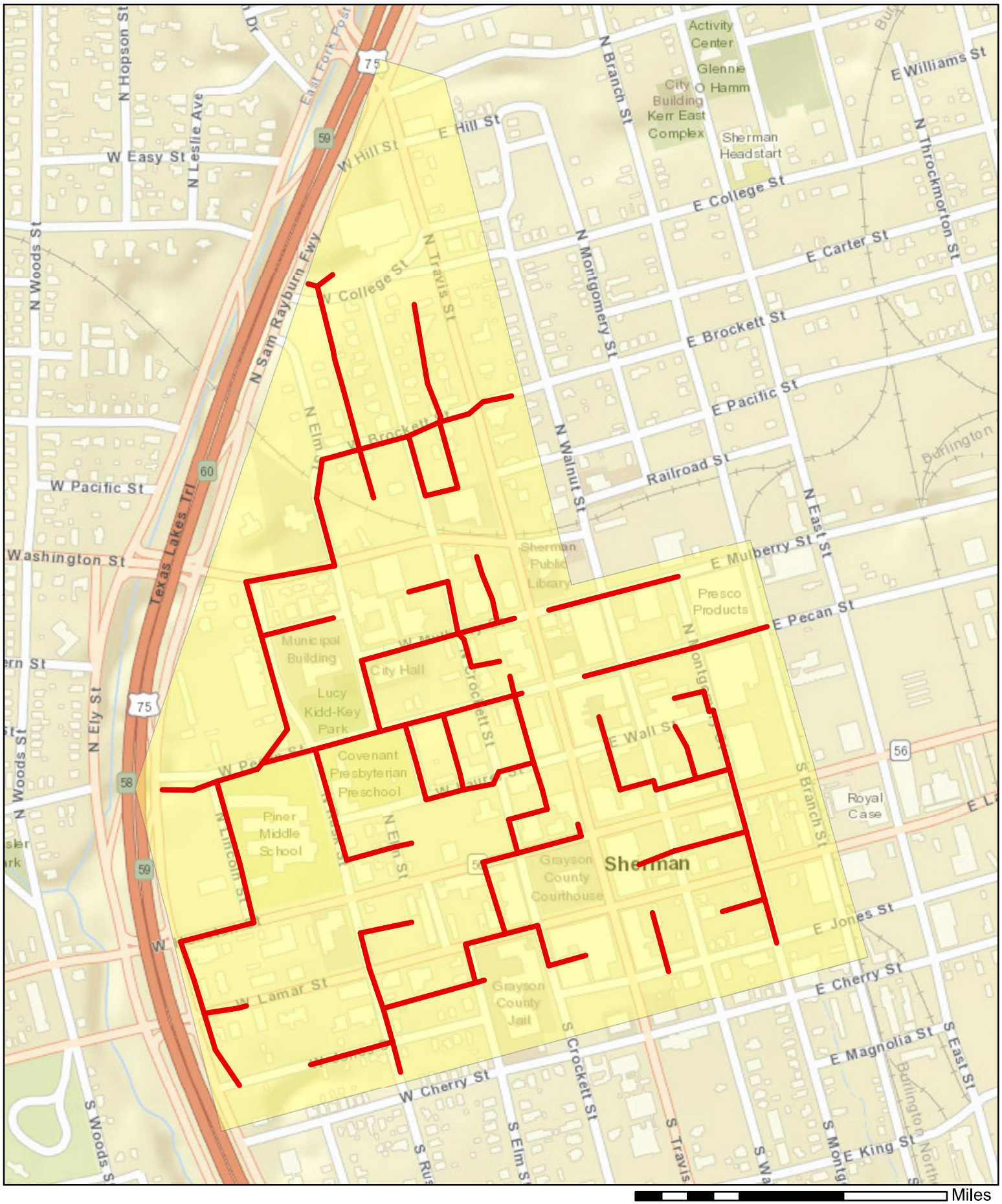
a. Conditions of Termination: This agreement may be terminated without cause at any time prior to completion of the ENGINEER's services by the CITY upon seven days written notice to the address of record.

b. Compensation Payable on Termination: On termination, by either the CITY or the ENGINEER, the CITY shall pay the ENGINEER the full amount based on percentage complete of each task outlined in **Table I - Compensation for Services** to the date of termination.

7. NOTICE TO PROCEED

The performance of the proposed work for each task shall be contingent upon receipt of an Authorization to Proceed by the City of Sherman.

Exhibit A1


N
W
E
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Activity Center
Glennie O Hamm
City Building
Kerr East Complex
Sherman Headstart
E Williams St
N Branch St
N Throckmorton St
E College St
E Carter St
E Brockett St
E Pacific St
Railroad St
N Montgomery St
N Walnut St
N East St
E Mulberry St
E Pecan St
Presco Products
Sherman Public Library
Municipal Building
City Hall
Lucy Kidd-Key Park
Covenant Presbyterian Preschool
Piner Middle School
Grayson County Courthouse
Sherman
Grayson County Jail
Royal Case
E Wall St
E Jones St
E Cherry St
E Magnolia St
S East St
S Branch St
S Crockett St
S Travis St
S Elm St
S Montgomery St
E King St
W Cherry St
W Lamar St
W Hill St
E Hill St
W College St
N Travis St
N Elm St
W Brockett St
W Pacific St
Washington St
N Sam Rayburn Fwy
Texas Lakes Trl
East Fork Post
N Hopson St
N Leslie Ave
W Easy St
N Woods St
S Woods St
N Ely St
N Lincoln St
S Rusk St
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56
Miles
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0.0475
0.095
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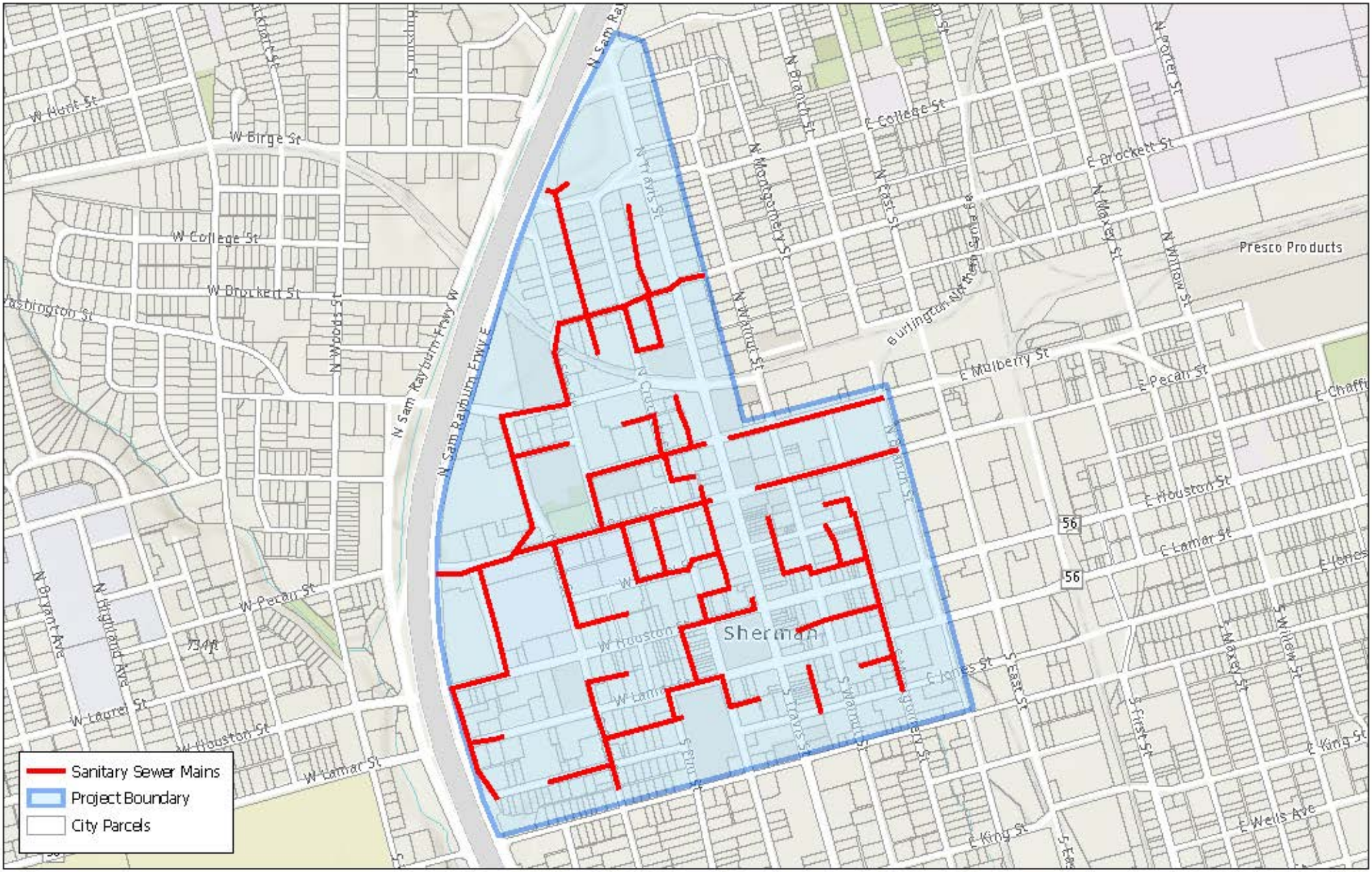

Sherman
ENGINEERING DEPT.
220 W. MULBERRY
SHERMAN, TX 75090

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CITY OF SHERMAN

Downtown SSES

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 10.**

Meeting Date: 03/01/2021

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6710

In Support of the Application of 1201 E Pecan North Real Estate, LLC, to the Texas Commission on Environmental Quality for a Municipal Setting Designation at 1201 E Pecan St., Sherman, Grayson County, Texas

Issue:

Consider supporting 1201 E Pecan North Real Estate's application to the Texas Commission on Environmental Quality for a Municipal Setting Designation at 1201 E Pecan St.

Background:

An application for a Municipal Setting Designation was submitted on June 10, 2020 by Golder Associates, Inc. on behalf of 1201 E Pecan North Real Estate, LLC and 1201 E Pecan Holdings, LLC. The intent of the application is to provide data to show that groundwater contamination from past activities is either at safe levels or is contained, and not a threat to potable wells or aquifers. Halff Associates was hire to assist city staff with the review of the data submitted.

Origination:

Engineering

Financial Consideration:

The applicant submitted a $5,000 application fee which was used towards the cost of the review.

Staff Recommendation:

After requesting some changes and additional well monitoring data which was submitted by the applicant on November 17, 2020, staff recommends supporting 1201 E Pecan North Real Estate's application to the Texas Commission on Environmental Quality for a Municipal Setting Designation at 1201 E Pecan St., Sherman, Texas.

Alternatives:

As may be directed by the City Council.

Attachments

Resolution No. 6710
Exhibit A - Location Map
Presentation

RESOLUTION NO. 6710

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, IN SUPPORT OF THE APPLICATION OF 1201 E. PECAN NORTH REAL ESTATE, LLC, TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR A MUNICIPAL SETTING DESIGNATION AT 1201 E. PECAN ST., SHERMAN, GRAYSON COUNTY, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Chapter 361, Subchapter W of the Texas Solid Waste Disposal Act authorizes the Texas Commission on Environmental Quality (the "TCEQ") to certify a Municipal Setting Designation (an "MSD") for a property upon receipt and approval of a properly submitted application to the TCEQ; and

WHEREAS, as part of the application to the TCEQ for an MSD, the applicant is required to provide documentation that the application is supported by the city council of each municipality with a boundary located within one-half mile of the proposed MSD location; and

WHEREAS, Presco Polymers LP, a Texas Limited Partnership (the "Applicant"), filed an application with the City of Sherman, Texas for support of a resolution seeking a Municipal Setting Designation for the site known as 1201 E. Pecan St., Sherman, Grayson County, Texas, the metes and bounds description and a map attached as Exhibit "A" (the "Site") to the TCEQ; and

WHEREAS, the Site is located within one-half mile of the boundary of the City of Sherman, Texas and, therefore, the Applicant must acquire the City of Sherman's support of the application of the MSD for the Site; and

WHEREAS, upon passage of this supporting Resolution by the City Council, the Applicant will submit to the TCEQ an application for certification of the MSD for the Site pursuant to Texas Health and Safety Code Chapter 361, Subchapter W;

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 does not oppose the establishment of a MSD for the Site and supports the Applicant's application to the TCEQ for certification of a MSD for the Site.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the _____ day of _____, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN
CITY ATTORNEY

dlagrone H:\ENGINEERING\GIS\ArcGIS Pro Projects\Administration\Administration.aprx

Sherman
ENGINEERING DEPT.
220 W. MULBERRY
SHERMAN, TX 75090

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Location Map For
1201 E Pecan Street

MUNICIPAL SETTING DESIGNATION

Texas Health and Safety Code, Ch. 361, Subchapter W

Sherman, Texas

Carolyn May, P.G.

October 2018

https://www.ci.sherman.tx.us/

Why Are We Here?

- Inform you about what an MSD is and why it is beneficial for the applicant, the local community, and the City of Sherman.
- Provide a summary of information concerning the TI Sherman facility and how an MSD would be beneficial for the site.
- Discuss the potential of developing an MSD program for the City of Sherman and provide an example of a successful MSD program.

WHAT IS AN MSD?

- An ordinance to prevent the use of contaminated groundwater within a designated area.
- An alternative method to address groundwater contamination.
  - State program created in 2003 and administered by the TCEQ.
  - TCEQ cannot approve an MSD without the City Council's support.
- Intent is to encourage redevelopment of vacant properties while protecting human health.

HOW DOES AN MSD BENEFIT THE CITY OF SHERMAN?

- Redevelopment of underutilized properties
- Increased real estate value for previously affected properties
- Economic growth and development
- Financial benefits
- The City of Sherman may seek an MSD for their properties

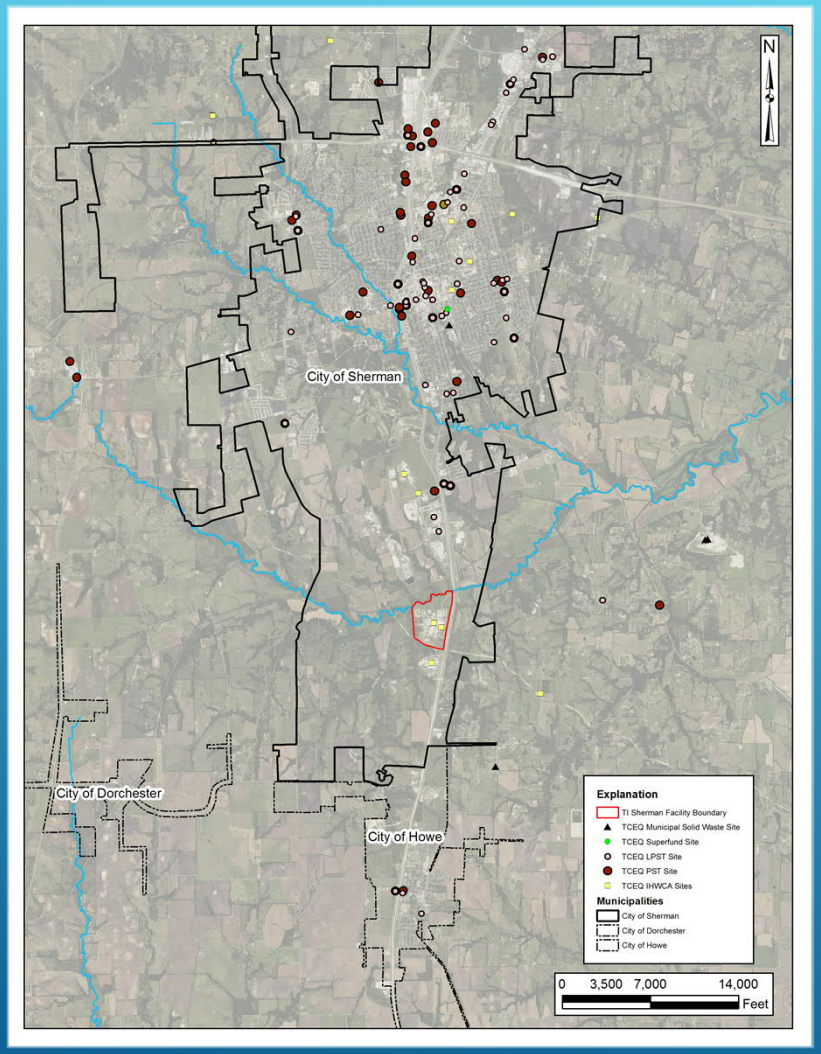
GROUNDWATER CONTAMINATION

Many cities have shallow groundwater impacts from former uses (industrial and business)

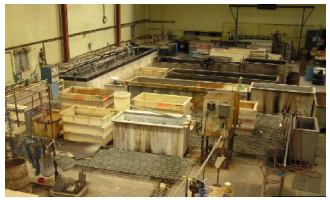
- Examples of affected groundwater in the City of Sherman:
  - Leaking Petroleum Storage Tank Sites (62)
  - Industrial Hazardous Waste(11) Corrective Action Sites
  - Superfund Site (1)

Problems with Traditional Remediation Methods

- Shallow groundwater must be cleaned to drinking water standards even if:
  - There is no need or desire to use it
  - Water bearing zone is too silty, too salty, or low producing
  - Groundwater remediation to drinking water standards is inefficient, costly, and can take decades



TCEQ REGISTERED FACILITIES IN AND AROUND SHERMAN

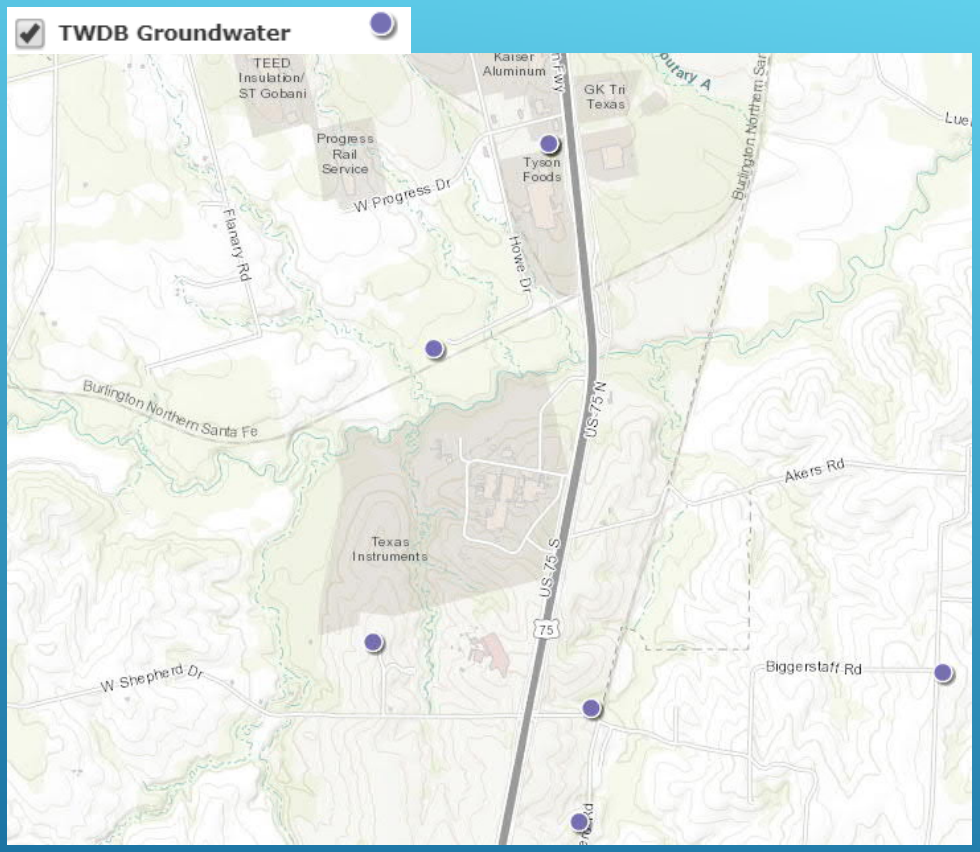


HOW DOES AN MSD HELP WITH GROUNDWATER CONTAMINATION?

- Changes applicable protective concentration levels (PCLs) under the Texas Risk Reduction Program (TRRP) while still protecting public health
- Reduces the cost, time, and uncertainty to obtain regulatory closure/approval
- Facilitates regulatory closure of remediation activities for sites in the TCEQ Voluntary Cleanup Program (VCP), Innocent Owner/Operator Program (IOP), or Corrective Action (CA) Program can receive regulatory approval.

WHO DOES AN MSD IMPACT?

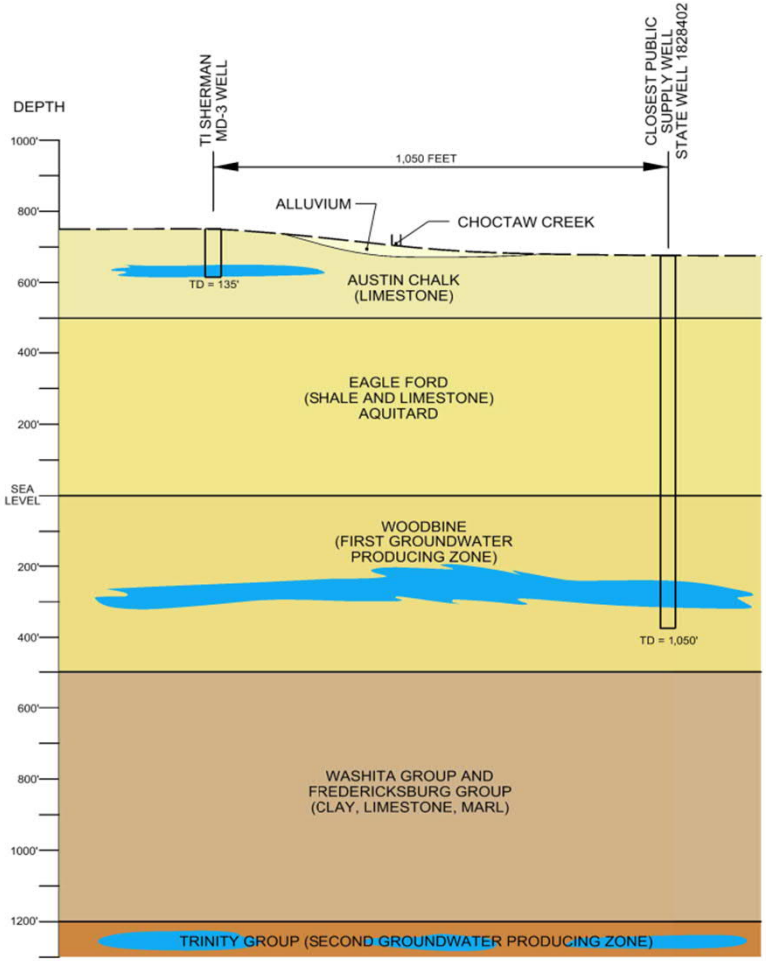
- Unless you are within the boundary of the MSD:
  - An MSD does not affect your property
  - An MSD does not affect your water well or your drinking water
  - No requirements for off-site property owners
- Drinking water supplied by the City is not affected.



http://www2.twdb.texas.gov/apps/WaterDataInteractive/GroundWaterDataViewer

CITY WATER SUPPLY

- Two primary sources for water supply:
  - A system of water wells within the area surrounding the city.
  - Lake Texoma.
- The closest water supply well is located approximately 1,050 feet north of the TI Sherman Facility. The well is 1,050 feet deep and the screened interval is between 840 and 910 feet below ground surface.



HYDROGEOLOIC CROSS-SECTION

- The MSD only considers very shallow contamination (down to 200 feet below the ground surface).
- Drinking water supplied by the City is not affected

SHALLOW CONTAMINATION

WHO IS ELIGIBLE FOR AN MSD?

- Eligibility Requirements:
  - Site is in a State or Federal Program
  - Within corporate limits of a municipality authorized by statute
  - A public drinking water system supplies (or is capable of supplying) drinking water to the site and property within one-half mile of the site.
- MSD is denied if it would "negatively impact current or future regional water resource needs or obligations of a city, a retail public utility, or a private well owner."

AN MSD DOES NOT…

- Excuse the applicant from reducing other risks to the public
  - Owner must still address:
    - Ingestion of contaminated soil
    - Inhalation of vapors
    - Physical contact with contamination
    - Potential migration to surface water
- Does not remove liability from Responsible Parties.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 1.**

Meeting Date: 03/01/2021
Prepared By: Tom Pruitt, Utility Engineer
Approved By: Robby Hefton, City Manager

Caption:

REQUEST TO ADVERTISE
Legacy South Surface Water Line Phase I Project

Issue:

Requesting permission to advertise for bids the construction of the Legacy South Surface Water Line Phase I Project

Background:

The phase I project includes the construction of approximately 2,000-linear feet of 20" surface water line to serve the area on the east side of US 75 in the southern portion of Sherman. The timing of the project would be coordinated with other construction activities in the Bel Air Planned Development, which is expected to be spring/summer 2021.

Origination:

Engineering Department

Financial Consideration:

The project estimate of probable construction cost is approximately $600,000. This project is funded in the GTUA SERIES 2021 open market bonds. The cost of advertising is expected to be less than $500.00.

Staff Recommendation:

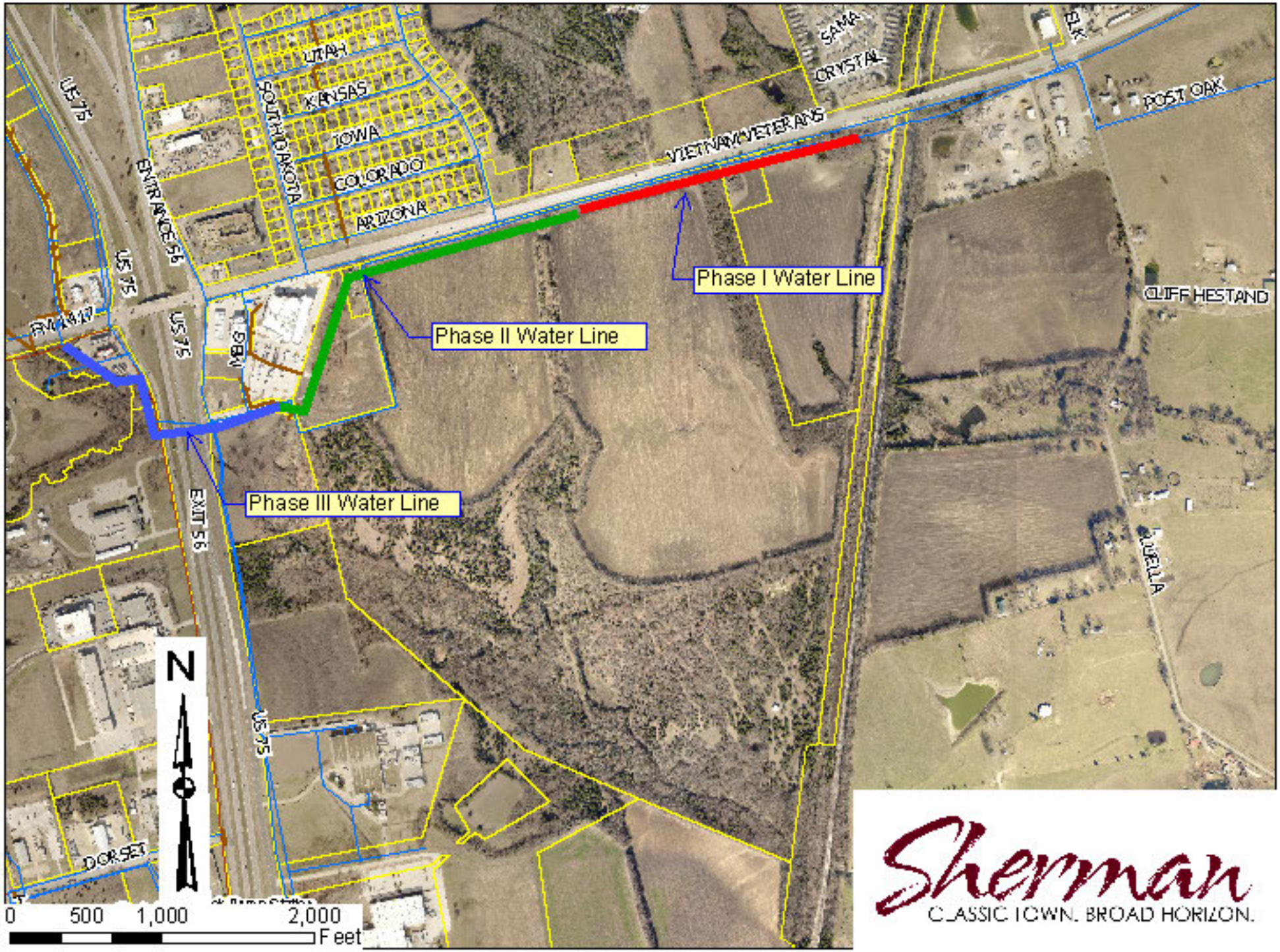
It is recommended that the City Council authorize the staff to advertise the project for bid.

Alternatives:

As may be directed by the City Council

Attachments

Location Map



Sherman

CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 2.**

Meeting Date: 03/01/2021

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

REQUEST TO ADVERTISE

North Travis Street & US 75 Crossing Water Lines Project

Issue:

Requesting permission to advertise for bids the construction of the North Travis Street & US 75 Crossing Water Lines Project

Background:

The project includes the replacement of the existing water line on North Travis Street and a new US 75 water line crossing.
The existing waterline on North Travis Street has deteriorated and reached the end of it's service life. The new US 75 crossing at Choctaw Creek is necessary to replace an aging 10" water line.

Origination:

Engineering Department

Financial Consideration:

The project estimate of probable cost is approximately $760,000. Funding will be in the 2021 GTUA Open Market issue first quarter and is budgeted in the Utility Improvement Fund for fiscal year 2021. The cost of advertising is expected to be less than $500.00.

Staff Recommendation:

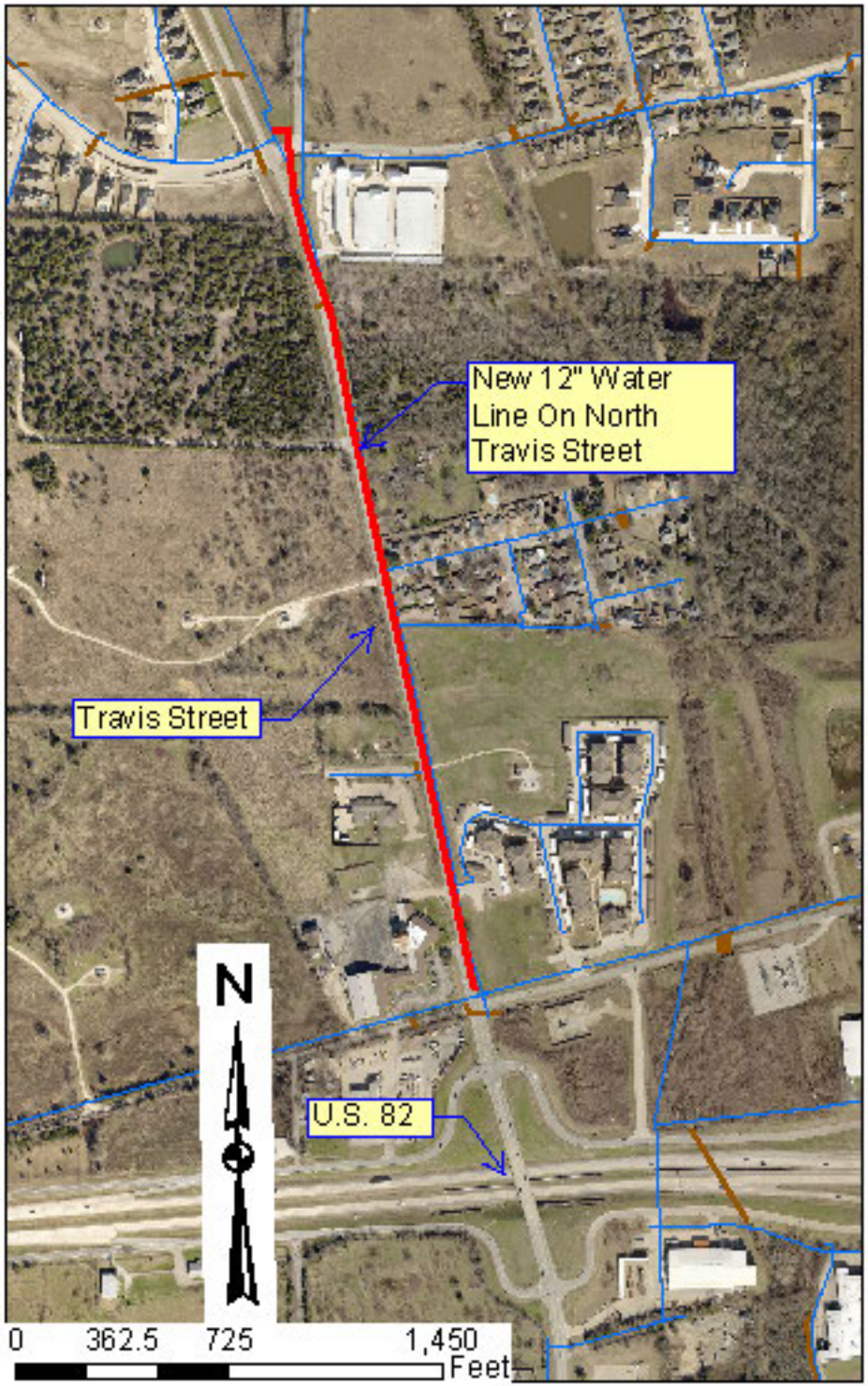
It is recommended that the City Council authorize the staff to advertise the project for bid.

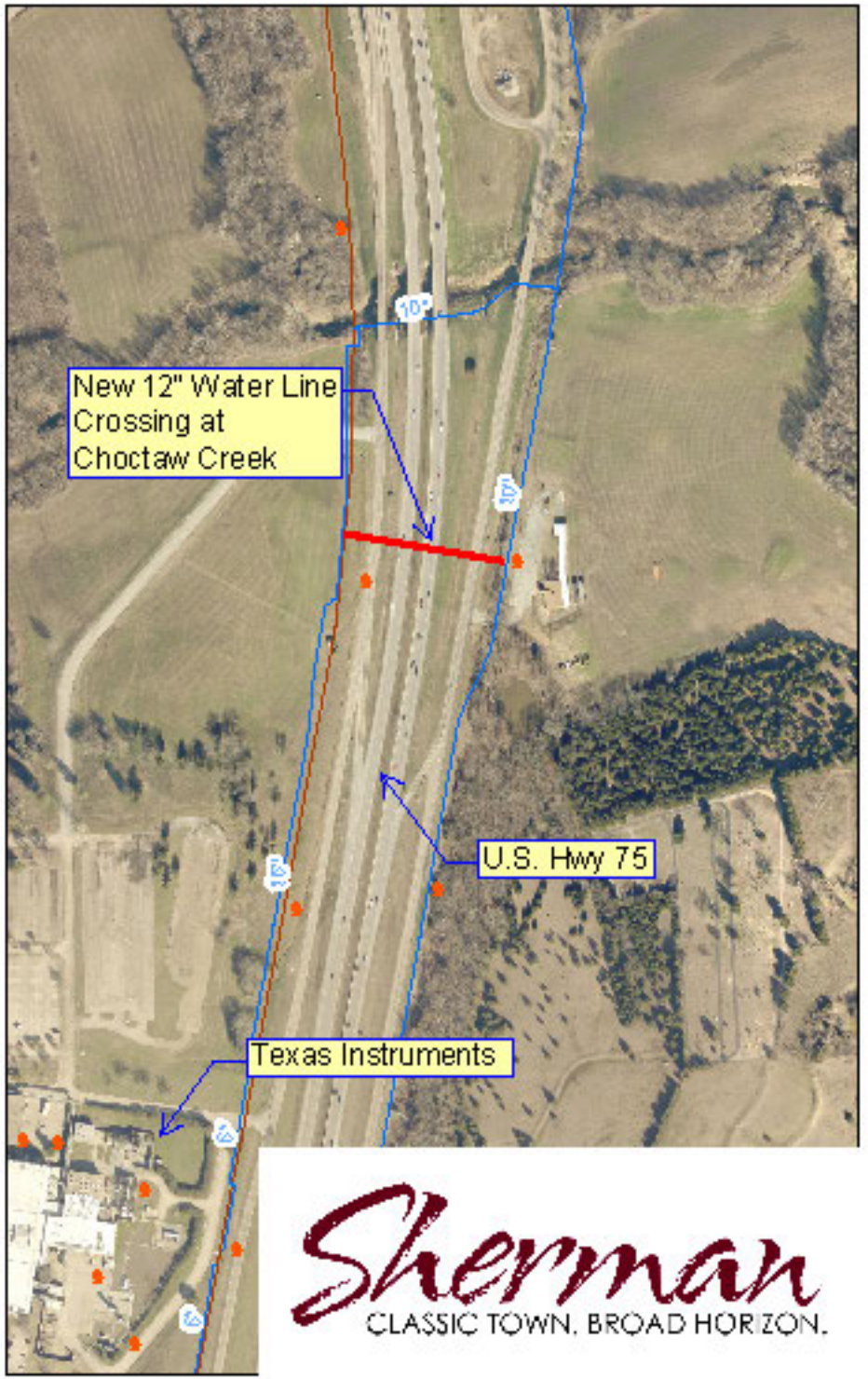
Alternatives:

As may be directed by the City Council

Attachments

Location Map


New 12" Water Line On North Travis Street
Travis Street
U.S. 82
N
0
362.5
725
1,450
Feet


New 12" Water Line Crossing at Choctaw Creek
U.S. Hwy 75
Texas Instruments
Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 3.**

Meeting Date: 03/01/2021

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

REQUEST TO ADVERTISE

Northwest Sewer and Force Main Improvements and Northwest Sewer Lift Station Project

Issue:

Requesting permission to advertise for bids the construction of the Northwest Sewer and Force Main Improvements and Northwest Sewer Lift Station Project

Background:

These projects are in response to the City of Sherman providing sewer collection system in the northwest (US Hwy 82 and SH 289 area) part of Sherman.

Origination:

Engineering Department

Financial Consideration:

Funding is available through the Greater Texoma Utility Authority (GTUA) debt issues.

Staff Recommendation:

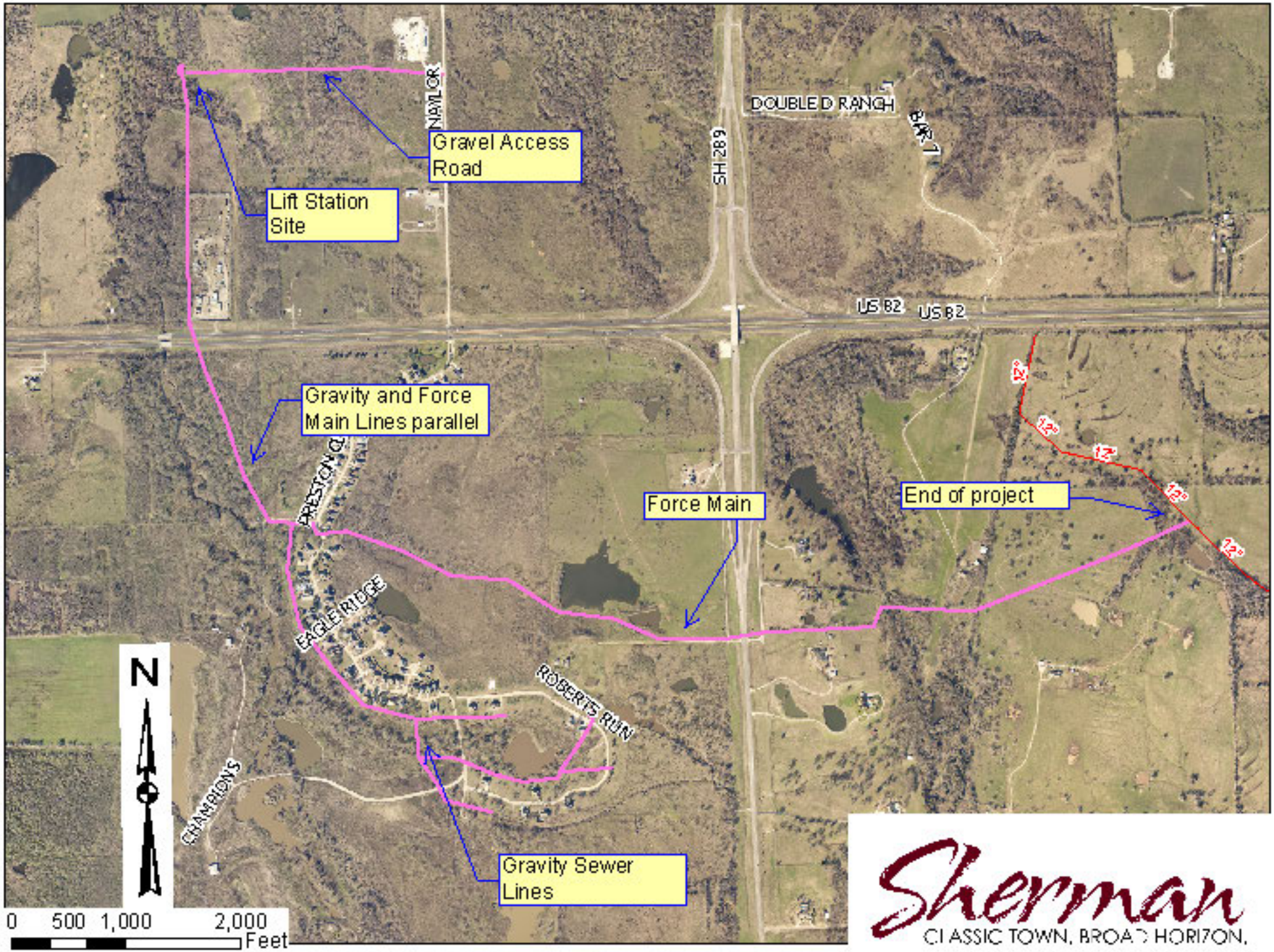
It is recommended that the City Council authorize the staff to advertise these projects for bid.

Alternatives:

As may be directed by the City Council

Attachments

Location Map


Gravel Access Road
Lift Station Site
Gravity and Force Main Lines parallel
Force Main
End of project
Gravity Sewer Lines
NAYLOR
SH 289
DOUBLE D RANCH
BAR T
US 82
US 82
PRESTON
EAGLE RIDGE
ROBERTS RUN
CHAMPIONS
12"
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Feet
Sherman
CLASSIC TOWN, BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 1.**

Meeting Date: 03/01/2021

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Discuss and Consider Approval of the Budget Calendar for Fiscal Year (FY) 2021-2022

Issue:

Set budget calendar for FY 2021-2022

Background:

Several meetings are necessary to develop the budget for the upcoming fiscal year. There is some flexibility in meeting dates reflected in the proposed budget calendar. Particularly important are the dates for the Budget Planning Meeting and the Budget Workshop. The Budget Planning Meeting will be used to garner Council input on Council initiatives to be included in the budget development process. The Budget Workshop will present a more detailed picture of the City budget and will be used to summarize Council direction for the upcoming year.

Included in this year's budget process will be discussion of the five-year financial and operational projections as has been the practice for the past several years. Although we will only be developing a budget and appropriating funds for FY 2021-2022, this five-year time horizon will reflect the impacts of such things as the capital improvement program, debt service, and projected tax base changes on the City's long-term financial outlook.

Origination:

Robby Hefton, City Manager

Financial Consideration:

None

Staff Recommendation:

The staff recommends that the Council, **by motion and order**, approve the budget calendar as presented.

Alternatives:

The City Council could select alternative dates for the meetings, subject to Charter requirements.

Attachments

Proposed Budget Calendar FY 2021-2022

PROPOSED BUDGET CALENDAR

FISCAL YEAR 2021-2022

Budget Planning Meeting with City Council and Financial Update	April 23, 2021
Budget Workshop*	June 17-18, 2021

Capital Improvement Program Work Session	June 3, 2021
Present Draft Budget to Council Tax Rates Submitted to Council for Consideration	August 2, 2021
Public Hearing and Final Action on Budget Ordinance	August 16, 2021
Public Hearing and Final Action on Capital Improvement Program	August 16, 2021
Public Hearing and Final Action on Tax Rate Ordinance	August 16, 2021

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 **F. 2.**

Meeting Date: 03/01/2021
Prepared By: Robby Hefton, City Manager
Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS
Presentation to Provide an Update on the Recovery Efforts from the February 2021 Winter Storm Outages

Issue:

Receive update on emergency weather and operations events of week of February 15th.

Background:

In an unprecedented weather and power outage event during the week of February 15, 2021, the City of Sherman was faced with various emergencies that required quick and decisive action by City staff to ensure the health and safety of City residents. The City Manager will provide an update on the major events of that week and future staff plans in response to those events.

Origination:

City Manager's Office

Financial Consideration:

None

Staff Recommendation:

No action is required of Council. Council may provide direction and comments as desired.

Alternatives:

No action is required of Council. Council may provide direction and comments as desired.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 1.**

Meeting Date: 03/01/2021
Prepared By: Linda Ashby, City Clerk
Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
(a) Historical Preservation Board (5)

Issue:

The Development Services Department has received a request for a "Certificate of Appropriateness" in Sherman's Historical District. This request should be heard by the Historical Preservation Board. Currently, the three member's terms for the Historical Preservation Board expired in 2015 and 2017. At that time there were also two vacancies on the Board.

Membership on this Board is comprised of one Planning and Zoning Commission Member; an architect or design person with practical experience, knowledge, or interest in the architecture of the period; one with interest in the history and heritage of Sherman; and two with an interest in total development of the City.

The City has received five applications for service on this Board. Clay Mahone has applied as the Planning and Zoning Commission Member; Ivert Mayhugh and Robin Phillips have applied as Historical District Residents; Roderick Tatchio has applied as the architect; and Terrin Bertholf has applied as a resident interested in the history, heritage, and development of Sherman.

Background:

The Historical Preservation Board promotes the educational, cultural, economic, and general welfare of Sherman by preserving and protecting the historic or architecturally worthy houses and other buildings located within the district. With Council approval, they regulate the alterations, demolition, construction, reconstruction, remodeling or modifications of buildings in the Historical Preservation District.

Origination:

The appointments originated with the Development Services Department.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

It is recommended that the City Council appoint the five applicants to the Historical Preservation Board.

Alternatives:

The alternative is to delay appointments to the Board.

Attachments

Roster
Fact Sheet
Applicant List
Clay Mahone Application
Ivert Mayhugh Application
Roderick Tatchio Application
Terrin Bertholf Application
Robin Phillips Application

MEMBERSHIP ROSTER

HISTORICAL PRESERVATION BOARD

LENGTH OF TERMS: 4 YEARS
Consecutive Term Limit 3 Terms

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
		A 2/18/2003	2/18/2007	1	
		R 2/18/2007	2/18/2011	2	
Walcott "Wally" Black	4	R 2/18/2011	2/18/2015	3	Historical Development
Jim Jacobs	1	A 11/19/2013	11/19/2017	1	Historical Development
Ivert Mayhugh	4	A 11/19/2013	11/19/2017	1	Historical Development
Vacant					P&Z Member
Vacant					Interest in Architecture

NOTE:

Chair:

Vice Chair: na

CITY STAFF: Rob Rae, Development Services
Revised 11/19/2013

FACT SHEET

HISTORICAL PRESERVATION BOARD

Established by ORDINANCE 3229 – MARCH 20, 1978; UPDATED BY ORDINANCE 5207 – FEBRUARY 2, 2004

1. **Number of Members: FIVE**
2. **Term of Appointment: FOUR YEARS**
3. **Consecutive Term Rule: THREE TERMS – ORDINANCE 4112 – (7/24/89)**
4. **Qualifications for Membership: (1) P&Z MEMBER; (1) ARCHITECT OR DESIGN PERSON OR WITH PRACTICAL EXPERIENCE, KNOWLEDGE, OR INTEREST IN THE ARCHITECTURE OF THE PERIOD; (1) WITH INTEREST IN HISTORY AND HERITAGE OF SHERMAN; (2) WITH INTEREST IN TOTAL DEVELOPMENT OF CITY**
5. **Appointed by: MAYOR AND CITY COUNCIL**
6. **Board Organization**

CHAIRPERSON E VICE CHAIRPERSON ____ SECRETARY __

ELECTED E APPOINTED ___

7. **Departmental Responsibility: CODE ENFORCEMENT AND MANAGEMENT**
8. **Meeting Date: SET BY BOARD**
9. **Attendance Requirements: NO RULE**

==========

PURPOSE:
To promote the educational, cultural, economic, and general welfare of Sherman by preserving and protecting the historic or architecturally worthy houses and other buildings located within the district.

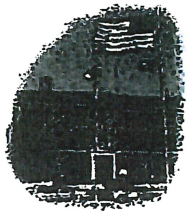
RESPONSIBILITIES:
Regulates, with Council approval, the alterations, demolition, construction, reconstruction, remodeling, or modifications of buildings in historical preservation district.

APPLICANT LIST

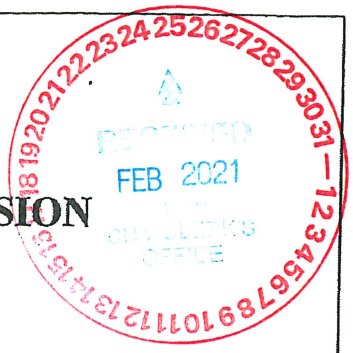
HISTORICAL PRESERVATION BOARD **Positions Vacant 5**

APPLICANT	ADDRESS	DISTRICT	QUALIFICATIONS
Clay Mahone	1403 S. Crockett St.	4	Planning and Zoning Commission Member
Ivert Mayhugh	1119 S. Crockett St.	4	Historical District Resident
Roderick Tatchio	2605 Westridge Trail	4	Architect
Terrin Bertholf	2702 Shady Oaks Lane	1	Interest in History/Heritage/Development
Robin Phillips	1126 S. Crockett St.	4	Historical District Resident Interest in History/Heritage/Development

COMMENTS:



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Clayton "Clay" J. Mahone
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Historical Preservation Board

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 1403 S Crockett St. 75090
Mailing Address: Same
Telephone: 214-263-4455 Fax:
E-Mail: cmahone@financialguide.com
Sherman Resident for 7+ years County: 7+
Drivers License No.: 26530761
Voter Registration No.: 114782497 ✓

Occupational Information

Business Name: Texoma Financial Services LP
Occupation: Financial Advisor
Address: 123 N Crockett St, #300, 75090
Telephone: 903 892 1234 Fax:
E-Mail: same

Which Council District do you live in? *(see attached map)* 4 ✓

Prior work experience: *(please include dates)*
2001-2007: USAF, SSgt/E5, Explosive Ordnance Disposal (EOD-3E8)
2007-2010: MassMutual, Financial Advisor
2010-Present: Texoma Financial Services LP, Financial Advisor

Educational Achievement:

High School Graduate? ☑ Yes ☐ No Year Graduated/Left School? 2001
Business College, Correspondence School, Adult Education, Other? Comm. College of Air Force - A.S.
Name of College/University: Park University - A.S. Social Psychology ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*
2010-2014: Fellowship Church Preschool Ministry. 2013-present: DSN volunteer, 2020-prest. Board member.
2014-2017: NTYP board member. 2017-2019: Sherman Chamber Commerce Board member.
2015-Present: Sherman P+Z board.

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☑ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant. N/A

Taxes - No

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☑ Yes ☐ No

If so, which one? Planning + Zoning Commission

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
I have a personal interest in early 20th century architecture and my experience on the P+Z commission should be useful in the historical preservation board.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Building methods have changed dramatically in the last 100 years and keeping these historical houses in good condition can be difficult and time consuming.

2) Changing work habits mean we need to be more accomidating to adjustments needed to these properties that allow the basic character of the buildings to remain, while also facilitating and encouraging owner/occupier residence and commercial use.

3) Public safety should be the first concern, while accomidating the retention of historically significant architecture.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
My interests include historical preservation, downtown revitalization, and repurposing of existing construction.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:
I don't anticipate any.

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☑ Yes ☐ No
Comments: I've discussed it with Mignon Plyler.

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: _____ *Date:* 2/25/2021

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

Return completed application to:
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: IVERT E. MAYHUGH
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: SHERMAN HISTORICAL BOARD

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 1119 S. CROCKETT
Mailing Address: SAME
Telephone: (903) 487-9304 Fax: (903) 868-3153
E-Mail: IVERTMAYHUGH@GMAIL.COM
Sherman Resident for 24 years County: GRAYSON
Drivers License No.: 10257958
Voter Registration No.: 10255802 59 ✓

Occupational Information

Business Name: A TOUCH OF CLASS ANTIQUE MALL
Occupation: OWNER
Address: 118 W LAMAR ST. SHERMAN
Telephone: 903 891-9 Fax: (903) 868-3153
E-Mail: TOC@AIRMAIL.NET

Which Council District do you live in? *(see attached map)* 4 ✓

Prior work experience: *(please include dates)*
US ARMY SAFEWAY STORES, REAL ESTATE 1956 - 1966
FRITO-LAY / PEPSICO FOODS INTERNATIONAL
SALES & SALES MANAGEMENT, GEN. MGR. SNACK FOODS IN SPAIN 1966 - 1997
PRESIDENT FUJIYA/FRITO-LAY - JAPAN

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1954
Business College, Correspondence School, Adult Education, Other?
Name of College/University: WASHINGTON STATE UNIVERSITY ☐ Bachelor's ☐ Master's ☐ PhD
1 YEAR

Volunteer Work: *(please include dates)* 1997 - 2021
AS A RETAIL STORE OWNER & MANAGE I HAVE PARTIPATED IN EVERY PUBLIC EVENT PROMOTING SHERMAN. EXAMPLES - WINE STROLL, CRAFT BEER, CHRISTMAS IN JULY, SHERMAN GHOST WALKS, SHERMAN PRES. LEAGUE, DSP&R-BOARD, GRAYSON CO. HISTORICAL SOCIETY - CURRENT PRESIDE

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Taxes - No

Are you presently serving on a City board or commission? ☒ Yes ☐ No

If so, which one? SHERMAN HISTORICAL PRESERVATION BOARD

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
TO PRESERVE & PROTECT THE CROCKETT ST. HISTORICAL NEIGHBORHOOD

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) MAINTAINING HISTORICAL APPEARANCE OF NEIGHBORHOOD

2) CONTROL OF NEW CONSTRUCTION - NO NEW MULTI FAMILY DWELLINGS

3) ENCOURAGE RESTERATION OF NEGLECTED HOMES

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:
NONE

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No
Comments:

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: Janet E Mayberry *Date:* 2-25-21

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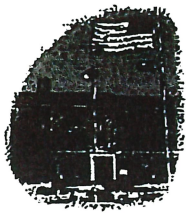
Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

RECEIVED FEB 2021

Return completed application to:
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220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: RODERICK TATCHIO
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: HISTORICAL PRESERVATION BOARD

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: 16005 WESTRIDGE TRL	Business Name: TATCHIO & ASSOCIATES
Mailing Address: 3512 N. FRISCO RD.	Occupation: ARCHITECT
Telephone: 903.821.5820 Fax:	Address: 3512 N. FRISCO RD.
E-Mail: rodericktatchio@gmail.com	Telephone: 903.893.8396 Fax:
Sherman Resident for 43 years County: Grayson	E-Mail: rodericktatchio@gmail.com
Drivers License No.: 03384947	
Voter Registration No.: 10251340 74 ✓	

Which Council District do you live in? *(see attached map)* DISTRICT 4 ✓

Prior work experience: *(please include dates)*

ARCHITECTURAL WORK 1978 - PRESENT

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1965
Business College, Correspondence School, Adult Education, Other? ASSOCIATE DEGREE
Name of College/University: OKLA. STATE UNIV. ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*

ROTARY CLUB - 5 YEARS

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Taxes - Yes

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
I would like to help maintain the historical structures in the City of Sherman

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Determing which structures should be histogial.

2) Helping people or companies that want to restore historical structures

3) Giving recognition to the structures currently listed as historical and promoting the stories behind them.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
I have a great respect for the architectural significance of historical structures

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

None

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No
Comments: _____

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: Roderick Tatchio *Date:* 2/25/2021

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Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

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Name: TERRIN BERTHOLF
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Historical Board

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 2702 Shady Oaks LN Sherman
Mailing Address: "
Telephone: 9032671573 Fax:
E-Mail: terrin@easyliferealty.com
Sherman Resident for 28+ years County: Grayson
Drivers License No.: 27909120
Voter Registration No.: 1171349903 ✓

Occupational Information

Business Name:
Occupation:
Address:
Telephone: Fax:
E-Mail:

Which Council District do you live in? *(see attached map)* District 1 ✓

Prior work experience: *(please include dates)*
REAL ESTATE Agent for 8 years

Educational Achievement:

High School Graduate? ☑ Yes ☐ No Year Graduated/Left School? 2011
Business College, Correspondence School, Adult Education, Other?
Name of College/University: Wheaton college ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Taxes - No

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
I am an active citizen in Sherman who wants the city to be the example to North Texas for how a city should grow. I would use my nearly decade of realestate knowledge to help inform the board.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) A focal point for any board is it's relationship to the citizens of the community. Historical properties are valuable markers of the past which shouldn't be neglected. One issue is the neglect that some property owners have town to the properties and when the next owner purchases the property, the cost to bring it up to date along with the knowledge of how to maintain it's original character and architectural features can be overwhelming.

2) It's imperative that the city has a strong board of advisors who can assist the homeowners along the way.

3) Vision - The board must have a cohesive vision with direction for improvement. It requires an empathetic imagination to understand an alteration/remodel/demolition etc and with years of realestate knowledge among the board, this job becomes easier and more effective.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
I have a comprehensive understanding of realestate, development and the city of Sherman

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:
none

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No
Comments: I have only attended P&Z & city Council.

Statement of Intent

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Signature _____ *Date:* 2/25/21

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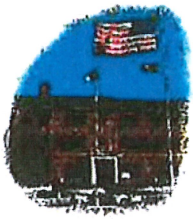

CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

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For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Robin Phillips
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Historical Preservation Board

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 1126 S. Crockett
Mailing Address: Same
Telephone: 903.814.7273 Fax: —
E-Mail: Robin@robinphillipsrealtor.com
Sherman Resident for 26 years County: Grayson
Drivers License No.: 09764080
Voter Registration No.: 10251180 ✓

Occupational Information

Business Name: Robin Phillips, LLC
Occupation: Realtor
Address: 1126 S. Crockett
Telephone: 903.814.7273 Fax: —
E-Mail: Robin@robinphillipsrealtor.com

Which Council District do you live in? *(see attached map)* 4 ✓

Prior work experience: *(please include dates)*
Realtor last 15+ years

Educational Achievement:

High School Graduate? ☑ Yes ☐ No Year Graduated/Left School? 1984
Business College, Correspondence School, Adult Education, Other?
Name of College/University: Baylor University ☑ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*
Sherman ISD, PTA boards, Sherman Education Foundation 1999 → present
Boy Scouts of Amer. 2000 – 2010, Needlework Guild – (NGA) – 2005 → present
Sherman Bible Church – 1994 – 2020, Post Oak Fellowship 2020 – present.
Grayson Co. Republican Party – 2005 – present

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Taxes - No

Are you presently serving on a City board or commission? ☐ Yes ☑ No

If so, which one? _____

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
I live in the Heritage Park district and have a vested interest in the preservation of this area.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Advocacy on behalf of this neighborhood.

2) Education of the community. What is expected of residents and best way to communicate to residents

3) Personally I look forward to educating myself on the role and goals of this board.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
Old house owner & lover. Grew up in a Historic Neighborhood in Dallas. Degree in Interior Design from Baylor.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☑ No
Comments: _____

Statement of Intent

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Signature: _____ *Date:* 2/26/2021

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Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting

Meeting Date: 03/01/2021

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Issue:

Attachments

Council Calendar 2021

2021
Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	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						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
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24	25	26	27	28	29	30
31						

November						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

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

CALLED MEETINGS	
1/19/2021	Rescheduled - Martin Luther King, Jr. Day
7/6/2021	Rescheduled - Independence Day
9/7/2021	Rescheduled - Labor Day