CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, JUNE 15, 2026
5:00 PM

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

A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER JOSH STEVENSON

A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JUNE 1, 2026.

Citizen Comments

B.1. CITIZEN COMMENTS

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

Consent Agenda

C.1. CONSENT AGENDA

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

Special Presentations

D.1. SPECIAL PRESENTATION

Life Saving Award

D.2. SPECIAL PRESENTATION

Recognition of Service to the Sherman Housing Authority - Janet Roy

Public Hearing

E.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6940

Abandoning One (1) 26-foot Water and Wastewater Easement and a portion of a 140-foot Drainage Easement Located in Lot 1, Block A of Jamestown Square, an Addition to the City of Sherman, Grayson County, Texas, Being More Particularly Described in the Exhibits "A" and “B” Attached Hereto and Made a Part Hereof for all Purposes, which Water and Wastewater Easement and Drainage Easement are Established in Instrument Number 2024-67, Plat Records, Grayson County, Texas

E.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6941

Amending Sherman’s Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow An Automobile, Motorcycle, Boat Or Trailer Sales, New Or Used On A Tract Of Land Zoned C-2 (General Commercial) District/Sam Rayburn Overlay District, Located At 1001 South Sam Rayburn Freeway, Consisting Of 0.3511 Acres Being Lots 7, 8 And 9 Of The Exsteins Brennan Addition, City Of Sherman, Grayson County, Texas, Ferrell Carroll (Owner); Shane Carroll (Applicant); And Copley Land Surveying (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00;

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

E.3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6942**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow Contractors Or Construction Offices, Equipment Sales, Service, Rental And Repair, With Outdoor Storage, On A Tract Of Land Zoned C-2 (General Commercial) District Located At 1916 Gallagher Drive, Consisting Of 3.996 Acres, Being Block 18 And A Part Of Block 17, Lots 20-27 Of Block 11 And Blocks 12, 13, 14, 15, 16, Town North Addition, In The Rueben Hendrix Survey, Abstract No. 504 City Of Sherman, Grayson County, Texas, Brody Starks (Owner); Shierly Ucol (Applicant); And Winkelman & Associates, Inc (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Finding And Determining That The Meeting At Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law

E.4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6943**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 14.384 Acres Being In The J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas, Located In The 300-1200 Blocks West Highway 82, Being Lot 1, Block N of the Hills of Sherman Final Plat, Heretofore Zoned R-6 (Single-Family Residential) District/75 & 82 Overlay District; Rezoning And Placing The Tract In The C-1 (Retail Business) District/75 & 82 Overlay District Zoning Classification, AJH Enterprises LTD (Owner), Bryan Weisgerber (Applicant) And Underwood Drafting & Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

E.5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6944**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance No. 6842, And Granting A Specific Use Permit To Allow An Automobile, Repair, Body Work, Or Painting On A Tract Of Land Zoned C-2 (General Commercial) District Located At 1410 West Houston Street, Being Lot 1, Block 3 Of The Elliott's Gray's Addition, City Of Sherman, Grayson County, Texas Laurel Acres (Owner); Gustavo Cardona De Liva (Applicant); And Jerry P. Montgomery (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00

E.6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6945**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow Tattoo Studio, On A Tract Of Land Zoned C-2 (General Commercial) District/Central Business District Overlay/Downtown Subdistrict Located At 121 East Wall Street, Consisting Of 0.458 Acres, Being Part Of Block D, T.J. Shannon's Supplement, In The J.B. McAnair Survey, Abstract No. 763 City Of Sherman, Grayson County, Texas, RLMG 401K Trust (Owner); And John Stone (Applicant); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00

Close Public Hearing and Consider Adoption of Ordinances

F.1. **CLOSE PUBLIC HEARING**

Consider Adoption of Ordinances 6940, 6941, 6942, 6943, 6944 & 6945.

Resolutions

G.1. **RESOLUTION NO. 7651**

Authorizing Execution of a Construction Agreement with Whirlix Design, Inc. for the Construction of Hawn Park Futsal Courts, Shading and Parking Lot under TIPS Purchasing Cooperative.

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

G.2. **RESOLUTION NO. 7652**

Authorizing the Execution of an Agreement for the Purchase and Installation of Old Settlers Park Playground, Shading and Safety Surfacing from We Build Fun, Inc. based on an invitation to bid through the Community Development Block Grant Program.

COUNCIL COMMENTS

EXECUTIVE SESSION

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

I.1. **TEX. GOV'T CODE § 551.071**

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

I.2. **TEX. GOV.'T CODE § 551.072**

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

I.3. **TEX. GOV'T CODE § 551.073**

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

I.4. **TEX. GOV'T CODE § 551.074**

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

I.5. **TEX. GOV'T CODE § 551.076**

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

I.6. **TEX. GOV'T CODE § 551.087**

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

I.7. **TEX. GOV'T CODE § 551.089**

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

The Council reconvenes into General Session

Adjournment

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

Tax Payer Impact Statement

L.1. **FY 2026 TAX PAYER IMPACT STATEMENT**

HB 1522, effective as of September 1, 2025, requires that a notice of a meeting discussing or adopting a budget must include a taxpayer impact statement showing, for the median-valued homestead property, a comparison of the property tax bill in dollars pertaining to the property for the current fiscal year to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year if the proposed budget is adopted.

Taxpayer Impact Statement	**FY2026 (Upcoming) Fiscal Year**	**FY2026 No-New Revenue**
Total tax rate (per $100 of value	$0.508000/$100	$0.619404/$100
Median homestead taxable value	$231,004	$251,138
Tax on median-valued homestead	$1,174	$1,556

COUNCIL CALENDAR

M.1. 2026 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 Tuesday, June 9, 2026 at or before 11:59p.m., and said time of posting was three business days before said meeting was convened or called to order.

Dated this 9th day of June 2026. City of Sherman, Texas

Teri Fine, 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

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

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 THE CLERKS OFFICE AT (903) 892-7206, TWO (2) WORKING DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

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

People - Quality - Image

ACTION MINUTES

The City Council of the City of Sherman held a regular meeting on Monday, June 01, 2026 at 5:00 P.M. in the Council Chambers at 220 W. Mulberry Street to consider the following:

The City Council meetings are Video and Audio recorded and can be viewed at:
https://www.ci.sherman.tx.us/701/Agendas-and-Minutes

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

Bookmarked at 00:11:44

Mayor Teamann called the meeting to order at 5:00pm

Council Members Present:
Mayor Shawn Teamann
Deputy Mayor Henry Marroquin
Council Member Pam Howeth
Council Member Daron Holland
Council Member Josh Stevenson
Council Member Juston Dobbs
Council Member Clay Barnett

A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY DEPUTY MAYOR HENRY MARROQUIN.

Bookmarked at 00:11:51

A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF REGULAR CITY COUNCIL MEETING OF MAY 18, 2026.

Bookmarked at 00:11:44

The City Council reviewed the minutes of the Regular City Council Meeting of May 18, 2026. Motion by Council Member Barnett to approve the Minutes. Second by Council Member Holland. All present voted AYE.

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.

Bookmarked at 00:11:44

C.2. ORDINANCE NO. 6939

Rodger Cado – Bookmarked at 00:17:37
Jett Parker – Bookmarked at 00:21:40

F. 1. Other Business

Yisel Mateo – bookmarked 00:29:42

Public Hearing

C.1. PUBLIC HEARING

Final Statement / Action Plan for Program Year 2026 Community Development Block Grant

Reading and Introduction - Bookmarked at 00:14:15
Vote Res. 7649 – Bookmarked at 00:25:43

C.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6939

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 3 (Building Regulations), Article 3.04 (Fire Prevention Code), Chapter 5 (Fire Prevention And Protection), Article 5.05 (Permit And Fire Service Fees) And Appendix C (Fee Schedule); Modifying Certain Existing Regulations And Establishing Certain New Regulations Relating To Fire Prevention; Modifying Certain Existing Fees And Charges And Establishing Certain New Fees And Charges; Providing A Penalty Clause With A Maximum Fine Of $2,000, Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of The Caption Hereof

Reading and Introduction - Bookmarked at 00:14:15
Citizen Comments: Rodger Cado – Bookmarked at 00:17:37
Citizen Comments: Jett Parker – Bookmarked at 00:21:40
Discussion and Vote – Bookmarked at 00:24:06

Close Public Hearing and Consider Adoption of Ordinances

D.1. CLOSE PUBLIC HEARING

Consider Adoption of Ordinance 6939

Citizen Comments: Rodger Cado – Bookmarked at 00:17:37
Citizen Comments: Jett Parker – Bookmarked at 00:21:40

C. 2 ORDINANCE NO. 6939

Discussion and Vote – Bookmarked at 00:24:06

Council Member Stevenson made a motion to approve Ordinance No. 6939. Second made by Council Member Holland.

VOTING AYE: TEAMANN, MARROQUIN, HOWETH, HOLLAND, STEVENSON, DOBBS AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

Resolutions

E.1. RESOLUTION NO. 7649

Authorizing Publication of the Proposed Final Statement / Annual Action Plan for the Community Development Block Grant for Program Year 2026 ; Authorizing Submission of the Block Grant Application; Authorizing Execution of Certifications of Compliance in Connection with the Administration and Conduct of the Community Development Program for Program Year 2026.

Bookmarked at 00:25:43

Council Member Barnett made a motion to approve Resolution No. 7649. Second made by Council Member

Holland.

VOTING AYE: TEAMANN, MARROQUIN, HOWETH, HOLLAND, STEVENSON, DOBBS AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

E.2. **RESOLUTION NO. 7650**

Authorizing Submission of a Grant Application for the 2027 Catalytic Converter Theft Prevention Grant for the Sherman Police Department

Bookmarked at 00:26:28

Council Member Dobbs made a motion to approve Resolution No. 7650. Second made by Council Member Stevenson.

VOTING AYE: TEAMANN, MARROQUIN, HOWETH, HOLLAND, STEVENSON, DOBBS AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

Other Business

F.1. **OTHER BUSINESS (TABLED AT THE MAY 18, 2026 REGULAR CITY COUNCIL MEETING)**

Consider Appeal for a Variance to Allow Mixed Beverage Sales within 300 feet of a Church (4800 Texoma Parkway Suite 300); Leidy Ibanez, Owner, Leidy's Kitchen LLC (4800 Texoma Parkway B704)

Bookmarked at 00:27:20

Council Member Stevenson made a motion to remove item F. 1 from the table. Second made by Council Member Dobbs.

VOTING AYE: TEAMANN, MARROQUIN, HOWETH, HOLLAND, STEVENSON, DOBBS AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

Citizen Comments: ***Yisel Mateo – bookmarked 00:29:42***

Council Member Dobbs made a motion to approve item F. 1. Second made by Council Member Howeth.

VOTING AYE: TEAMANN, MARROQUIN, HOWETH, HOLLAND, STEVENSON, DOBBS AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

F.2. **OTHER BUSINESS**

Receive Presentation on the One Clean Sherman Program

Bookmarked at 00:36:08

Consider Board/Commission Appointments

G.1. BOARD/COMMISSION APPOINTMENT

Sherman Housing Authority (1)

Bookmarked at 00:45:53

Council Member Stevenson made a motion to appoint Casie Rivas to from the table. Second made by Council Member Barnett.

VOTING AYE: TEAMANN, MARROQUIN, HOWETH, HOLLAND, STEVENSON, DOBBS AND BARNETT

VOTING NAY: NONE.

MOTION CARRIED.

COUNCIL COMMENTS

Bookmarked at 00:46:22

EXECUTIVE SESSION

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I.1. TEX. GOV'T CODE § 551.071

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

I.2. TEX. GOV.'T CODE § 551.072

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

I.3. TEX. GOV'T CODE § 551.073

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

I.4. TEX. GOV'T CODE § 551.074

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

I.5. TEX. GOV'T CODE § 551.076

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

I.6. TEX. GOV'T CODE § 551.087

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

I.7. **TEX. GOV'T CODE § 551.089**

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

The Council reconvenes into General Session

Adjournment
Bookmarked at 00:48:57

Mayor Teamann adjourned the meeting at 5:37pm.

Tax Payer Impact Statement

L.1. **FY 2026 TAX PAYER IMPACT STATEMENT**

HB 1522, effective as of September 1, 2025, requires that a notice of a meeting discussing or adopting a budget must include a taxpayer impact statement showing, for the median-valued homestead property, a comparison of the property tax bill in dollars pertaining to the property for the current fiscal year to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year if the proposed budget is adopted.

Taxpayer Impact Statement	**FY2026 (Upcoming Fiscal Year)**	**FY2026 No-New Revenue**
Total tax rate (per $100 of value	$0.508000/$100	$0.619404/$100
Median homestead taxable value	$231,004	$251,138
Tax on median-valued homestead	$1,174	$1,556

COUNCIL CALENDAR

M.1. 2026 Council Calendar

MAYOR

CITY CLERK OR DESIGNEE

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.1.

Meeting Date: 6/15/2026

Prepared By: Billy Hartsfield, Fire Chief

Approved By: Zachary Flores, City Manager

Caption:
Special Presentation
Life Saving Award

Issue:
Life Saving award presentation to firefighters and police officers.

Background:
On April 19th at 1031 S Crockett st, a house fire precipitated the rescue of two residents of that home. Sherman Firefighters and Police officers excelled in rescuing the two trapped victims who were temporarily hospitalized but ultimately made full recoveries.

Capital Improvement Program:
None

Origination:
Fire Chief Hartsfield will be recognizing those public servants responsible for life saving efforts.

Financial Consideration:
None

Staff Recommendation:
None

Alternatives:
None

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.2.

Meeting Date: 6/15/2026

Prepared By: Nate Strauch, Community and Support Services Manage

Approved By: Zachary Flores, City Manager

Caption:
Special Presentation
Recognition of Service to the Sherman Housing Authority - Janet Roy

Issue:
Recognition of Janet Roy for Service to the Sherman Housing Authority

Background:
Janet Roy served the Sherman Housing Authority Board from 2005 to 2026.

Capital Improvement Program:
NA

Origination:
Mayor Shawn Teamann

Financial Consideration:
NA

Staff Recommendation:
NA

Alternatives:
NA

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.1.

Meeting Date: 6/15/2026

Prepared By: Amber Doan, Engineering Coordinator

Approved By: Zachary Flores, City Manager

Caption:
INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6940
Abandoning One (1) 26-foot Water and Wastewater Easement and a portion of a 140-foot Drainage Easement Located in Lot 1, Block A of Jamestown Square, an Addition to the City of Sherman, Grayson County, Texas, Being More Particularly Described in the Exhibits "A" and “B” Attached Hereto and Made a Part Hereof for all Purposes, which Water and Wastewater Easement and Drainage Easement are Established in Instrument Number 2024-67, Plat Records, Grayson County, Texas

Issue:
To consider the abandonment of one (1) Water and Wastewater Easement and a portion of a Drainage Easement located in Lot 1, Block A of Jamestown Square, an Addition to the City of Sherman, Grayson County, Texas

Background:
Said easements, which are filed of record in Instrument No. 2024-67, Plat Records, Grayson County, Texas, are not being utilized and are no longer deemed necessary.

Capital Improvement Program:
N/A

Origination:
Jamestown Square, LLC, Developer; Engineering Department

Financial Consideration:
None

Staff Recommendation:
Staff recommends approval of the Water & Wastewater Easement and Drainage Easement abandonments.

Alternatives:
As may be directed by City Council.

Attachments:
1. Ordinance No. 6940
2. Request Letter for Abandonment (Signed)
3. .Filed Plat - Master
4. Location Map

ORDINANCE NO. 6940

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING ONE (1) 26-FOOT WATER AND WASTEWATER EASEMENT AND A PORTION OF A 140-FOOT DRAINAGE EASEMENT LOCATED IN LOT 1, BLOCK A OF JAMESTOWN SQUARE, AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" AND EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH WATER AND WASTEWATER EASEMENTS ARE ESTABLISHED IN INSTRUMENT NUMBER 2024-67 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman, Texas has received a request to abandon one (1) 26-foot Water and Wastewater Easement and a portion of a 140-foot Drainage Easement, as described herein; and

WHEREAS, THE Easements are established in Instrument No. 2024-67 of the Plat Records of Grayson County, Texas; and

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

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

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

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

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

SECTION 1. That the one (1) 26-foot Water and Wastewater Water Easement described on the Exhibit "A" and a portion of one (1) 140-foot Drainage Easement described on the Exhibit "B" attached hereto and made a part hereof for all purposes, are hereby abandoned.

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

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

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

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

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

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

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

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

INTRODUCED on this the 15th day of June 2026.

ADOPTED on this the 15th day of June 2026.

EFFECTIVE DATE on this the 15th day of June 2026.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

BEING a tract of land situated in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765, City of Sherman, Grayson County, Texas, and being all of a 26' wide Water & Wastewater Easement situated in Lot 1, Block A of Jamestown Square, an Addition to the City of Sherman, according to the Final Plat, recorded in Document No. 2024-67 of the Plat Records of Collin County, Texas:

COMMENCING at a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the westerly, northwest corner of said Lot 1, Block A, same being the intersection of the southerly right of way line of Jamestown Boulevard, a variable width right of way at this point, as dedicated in said Jamestown Square with the easterly right of way line of U. S. Highway 75, a variable width right of way;

THENCE South 10°13'12" West, along the westerly line of said Lot 1 and the easterly right of way line of said U. S. Highway 75, a distance of 14.14 feet to a point for corner on the southerly line of a 10' Utility Easement as dedicated in said Jamestown Square;

THENCE North 55°13'12" East, departing the westerly line of said Lot 1 and the easterly right of way line of said U. S. Highway 75, along the southerly line of said 10' Utility Easement, a distance of 41.21 feet to a point for corner;

THENCE South 79°46'48" East, continuing along the southerly line of said 10' Utility Easement, a distance of 131.86 feet to the northwest corner of aforesaid 26' wide Water & Wastewater Easement, and being the **POINT OF BEGINNING** of the herein described abandonment tract;

THENCE South 79°46'48" East, continuing along the southerly line of said 10' Utility Easement and along the northerly line of said 26' wide Water & Wastewater Easement, a distance of 26.00 feet to the northeast corner of said 26' wide Water & Wastewater Easement;

THENCE South 10°13'12" West, departing the southerly line of said 10' Utility Easement and along the easterly line of said 26' wide Water & Wastewater Easement, a distance of 1,280.23 feet to the southeast corner of said 26' wide Water & Wastewater Easement, same being on the northerly line of 15' Utility, Landscape & Sidewalk Easement as dedicated in said Jamestown Square;

THENCE South 77°43'45" West, along the southerly line of said 26' wide Water & Wastewater Easement and the northerly line of said 15' Utility, Landscape & Sidewalk Easement, a distance of 28.14 feet to the southwest corner of said 26' wide Water & Wastewater Easement;

THENCE North 10°13'12" East, departing the northerly line of said 15' Utility, Landscape & Sidewalk Easement and along the westerly line of said 26' wide Water & Wastewater Easement, a distance of 1,291.00 feet to the **POINT OF BEGINNING** and containing 33,426 square feet or 0.7674 acres of land, more or less.

EXHIBIT "A"

26' WATER & WASTEWATER EASEMENT ABANDONMENT

LOT 1, BLOCK A
JAMESTOWN SQUARE
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

MICHAEL MARX
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5181
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michael.marx@kimley-horn.com

STATE OF TEXAS
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MICHAEL B. MARX
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MBM	KHA	Dec. 2025	064512321	1 OF 3

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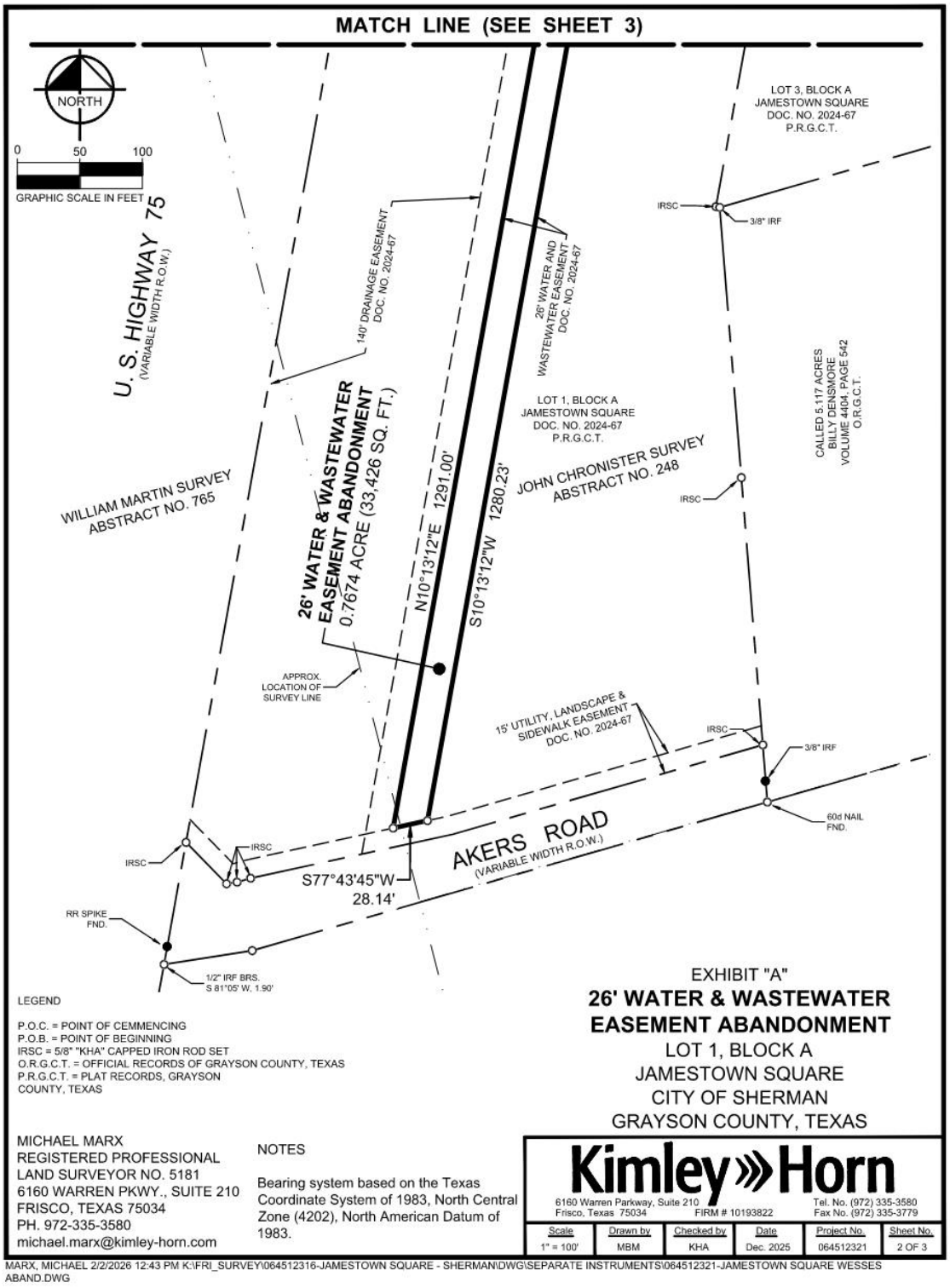

LEGEND

P.O.C. = POINT OF CEMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" "KHA" CAPPED IRON ROD SET
O.R.G.C.T. = OFFICIAL RECORDS OF GRAYSON COUNTY, TEXAS
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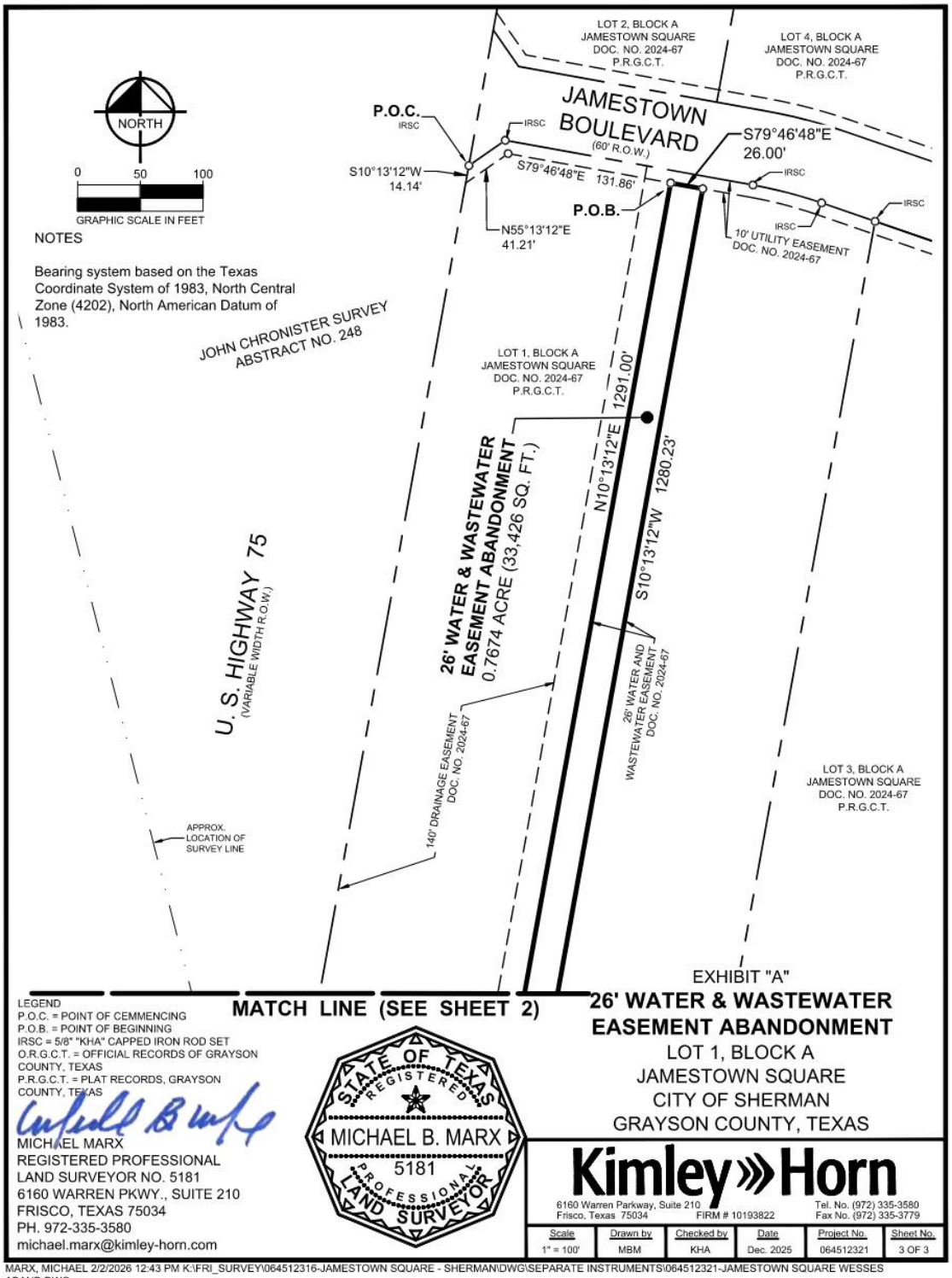
LOT 2, BLOCK A
JAMESTOWN SQUARE
DOC. NO. 2024-67
P.R.G.C.T.
LOT 4, BLOCK A
JAMESTOWN SQUARE
DOC. NO. 2024-67
P.R.G.C.T.
JAMESTOWN BOULEVARD
(60' R.O.W.)
P.O.C.
IRSC
S10°13'12"W
14.14'
S79°46'48"E
131.86'
S79°46'48"E
26.00'
P.O.B.
N55°13'12"E
41.21'
10' UTILITY EASEMENT
DOC. NO. 2024-67
NORTH
0
50
100
GRAPHIC SCALE IN FEET
NOTES
Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.
JOHN CHRONISTER SURVEY
ABSTRACT NO. 248
LOT 1, BLOCK A
JAMESTOWN SQUARE
DOC. NO. 2024-67
P.R.G.C.T.
U. S. HIGHWAY 75
(VARIABLE WIDTH R.O.W.)
26' WATER & WASTEWATER
EASEMENT ABANDONMENT
0.7674 ACRE (33,426 SQ. FT.)
N10°13'12"E 1291.00'
S10°13'12"W 1280.23'
26' WATER AND
WASTEWATER EASEMENT
DOC. NO. 2024-67
140' DRAINAGE EASEMENT
DOC. NO. 2024-67
APPROX.
LOCATION OF
SURVEY LINE
LOT 3, BLOCK A
JAMESTOWN SQUARE
DOC. NO. 2024-67
P.R.G.C.T.
MATCH LINE (SEE SHEET 2)
EXHIBIT "A"
26' WATER & WASTEWATER
EASEMENT ABANDONMENT
LOT 1, BLOCK A
JAMESTOWN SQUARE
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS
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Date: Dec. 2025
Project No.: 064512321
Sheet No.: 3 OF 3
MARX, MICHAEL 2/2/2026 12:43 PM K:\FRI_SURVEY\064512316-JAMESTOWN SQUARE - SHERMAN\DWG\SEPARATE INSTRUMENTS\064512321-JAMESTOWN SQUARE WESSES ABAND.DWG

BEING a tract of land situated in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765, City of Sherman, Grayson County, Texas, and being a portion of a 140' wide Drainage Easement situated in Lot 1, Block A of Jamestown Square, an Addition to the City of Sherman, according to the Final Plat, recorded in Document No. 2024-67 of the Plat Records of Collin County, Texas:

COMMENCING at a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the westerly, northwest corner of said Lot 1, Block A, same being the intersection of the southerly right of way line of Jamestown Boulevard, a variable width right of way at this point, as dedicated in said Jamestown Square with the easterly right of way line of U. S. Highway 75, a variable width right of way;

THENCE North 55°13'12" East, along the northerly line of said Lot 1, Block A and the southerly right of way line of said Jamestown Boulevard, a distance of 35.36 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE South 79°46'48" East, continuing along the northerly line of said Lot 1, Block A and the southerly right of way line of said Jamestown Boulevard, a distance of 115.00 feet to a point for corner on the easterly line of said 140' wide Drainage Easement;

THENCE South 10°13'12" West, the northerly line of said Lot 1, Block A and the southerly right of way line of said Jamestown Boulevard, crossing said Lot 1 and along the easterly line of said 140' wide Drainage Easement, a distance of 465.37 feet to the **POINT OF BEGINNING** of the herein described abandonment tract;

THENCE South 10°13'12" West, continuing across said Lot 1, Block A, and along the easterly line of said 140' wide Drainage Easement, a distance of 860.56 feet to a point for corner on the southerly line of said Lot 1, same being on the northerly right of way line of Akers Road, a variable width right of way as dedicated in aforesaid Jamestown Square;

THENCE South 77°43'45" West, along the southerly line of said Lot 1, Block A and the northerly right of way line of said Akers Road, a distance of 70.17 feet to a point for corner;

THENCE North 10°13'12" East, departing the southerly line of said Lot 1, Block A and the northerly right of way line of said Akers Road, crossing said Lot 1, a distance of 775.11 feet to a point for corner;

THENCE North 40°13'12" East, continuing across said Lot 1, Block A, a distance of 129.66 feet to the **POINT OF BEGINNING** and containing 1.217 acres (53,021 square feet) of land, more or less.

EXHIBIT "B"

ABANDONMENT OF A PART OF 140' DRAINAGE EASEMENT

LOT 1, BLOCK A
JAMESTOWN SQUARE
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

MICHAEL MARX
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N/A	MBM	KHA	Feb. 2026	064512321	1 OF 3

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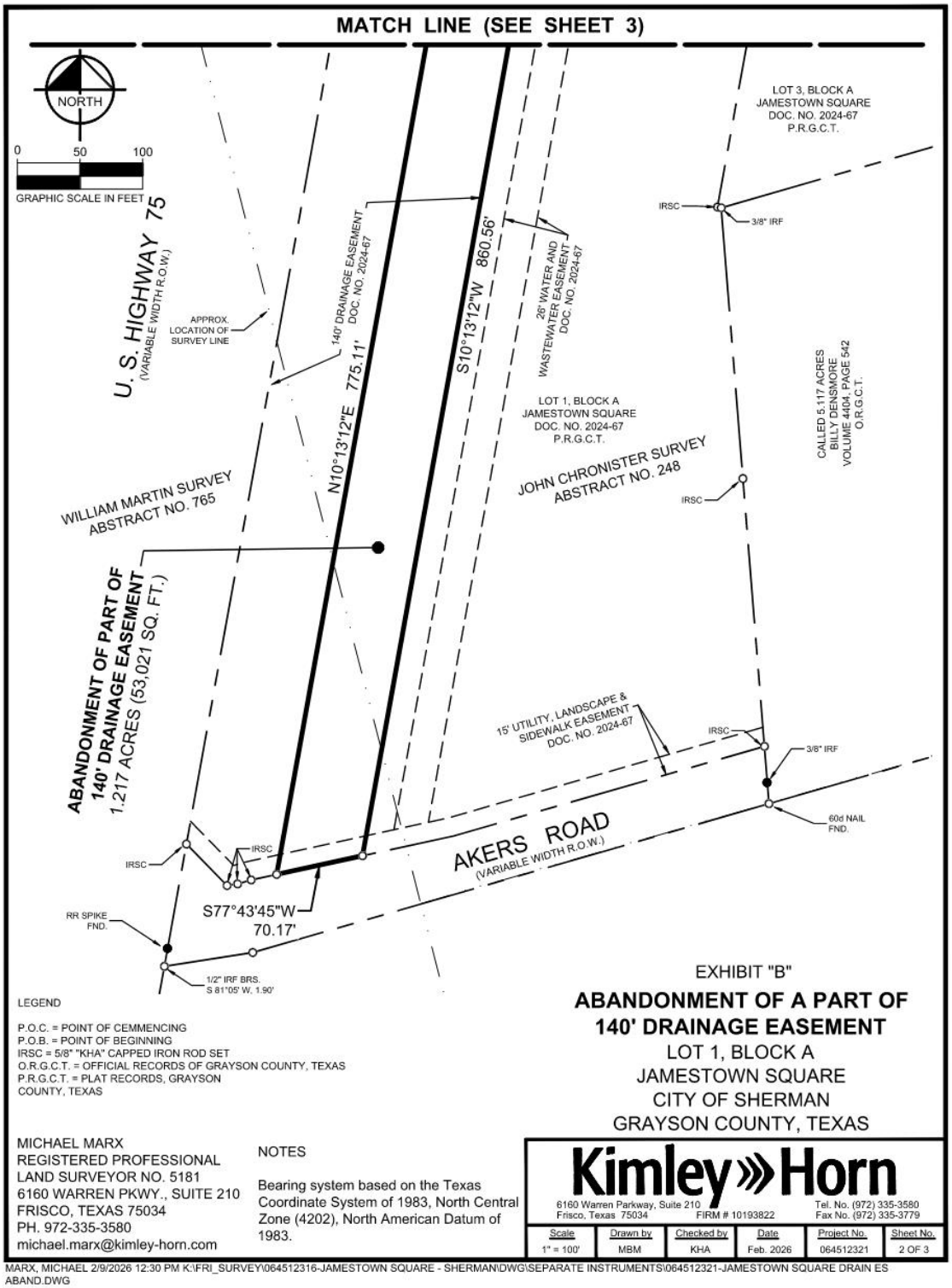
MATCH LINE (SEE SHEET 3)
NORTH
0
50
100
GRAPHIC SCALE IN FEET
U. S. HIGHWAY 75
(VARIABLE WIDTH R.O.W.)
APPROX. LOCATION OF SURVEY LINE
140' DRAINAGE EASEMENT DOC. NO. 2024-67
N10°13'12"E 775.11'
S10°13'12"W 860.56'
26' WATER AND WASTEWATER EASEMENT DOC. NO. 2024-67
LOT 3, BLOCK A JAMESTOWN SQUARE DOC. NO. 2024-67 P.R.G.C.T.
IRSC
3/8" IRF
LOT 1, BLOCK A JAMESTOWN SQUARE DOC. NO. 2024-67 P.R.G.C.T.
CALLED 5.117 ACRES BILLY DENSMORE VOLUME 4404, PAGE 542 O.R.G.C.T.
JOHN CHRONISTER SURVEY ABSTRACT NO. 248
WILLIAM MARTIN SURVEY ABSTRACT NO. 765
ABANDONMENT OF PART OF 140' DRAINAGE EASEMENT
1.217 ACRES (53,021 SQ. FT.)
15' UTILITY, LANDSCAPE & SIDEWALK EASEMENT DOC. NO. 2024-67
3/8" IRF
60d NAIL FND.
AKERS ROAD
(VARIABLE WIDTH R.O.W.)
S77°43'45"W
70.17'
RR SPIKE FND.
1/2" IRF BRS. S 81°05' W, 1.90'
LEGEND
P.O.C. = POINT OF CEMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" "KHA" CAPPED IRON ROD SET
O.R.G.C.T. = OFFICIAL RECORDS OF GRAYSON COUNTY, TEXAS
P.R.G.C.T. = PLAT RECORDS, GRAYSON COUNTY, TEXAS
EXHIBIT "B"
ABANDONMENT OF A PART OF 140' DRAINAGE EASEMENT
LOT 1, BLOCK A
JAMESTOWN SQUARE
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS
MICHAEL MARX
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NOTES
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Tel. No. (972) 335-3580
Fax No. (972) 335-3779
Scale 1" = 100'
Drawn by MBM
Checked by KHA
Date Feb. 2026
Project No. 064512321
Sheet No. 2 OF 3
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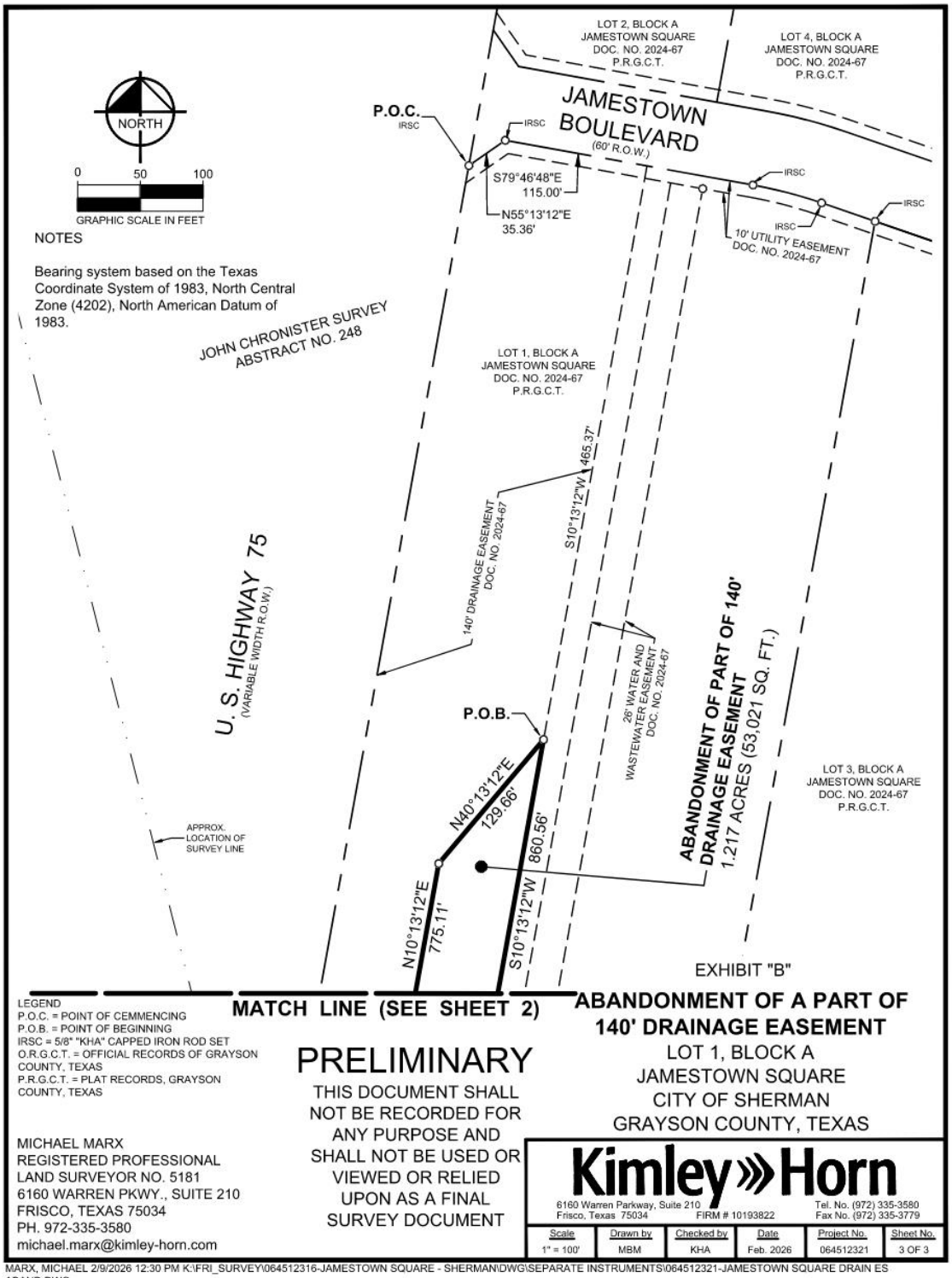
NORTH
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100
GRAPHIC SCALE IN FEET
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DOC. NO. 2024-67
P.R.G.C.T.
JAMESTOWN BOULEVARD
(60' R.O.W.)
P.O.C.
IRSC
S79°46'48"E
115.00'
N55°13'12"E
35.36'
10' UTILITY EASEMENT
DOC. NO. 2024-67
JOHN CHRONISTER SURVEY
ABSTRACT NO. 248
LOT 1, BLOCK A
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DOC. NO. 2024-67
P.R.G.C.T.
U. S. HIGHWAY 75
(VARIABLE WIDTH R.O.W.)
140' DRAINAGE EASEMENT
DOC. NO. 2024-67
S10°13'12"W 465.37'
26' WATER AND WASTEWATER EASEMENT
DOC. NO. 2024-67
P.O.B.
N40°13'12"E
129.66'
860.56'
N10°13'12"E
775.11'
S10°13'12"W
ABANDONMENT OF PART OF 140' DRAINAGE EASEMENT
1.217 ACRES (53,021 SQ. FT.)
LOT 3, BLOCK A
JAMESTOWN SQUARE
DOC. NO. 2024-67
P.R.G.C.T.
APPROX. LOCATION OF SURVEY LINE
MATCH LINE (SEE SHEET 2)
EXHIBIT "B"
ABANDONMENT OF A PART OF
140' DRAINAGE EASEMENT
LOT 1, BLOCK A
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CITY OF SHERMAN
GRAYSON COUNTY, TEXAS
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Sheet No. 3 OF 3
MARX, MICHAEL 2/9/2026 12:30 PM K:\FRI_SURVEY\064512316-JAMESTOWN SQUARE - SHERMAN\DWG\SEPARATE INSTRUMENTS\064512321-JAMESTOWN SQUARE DRAIN ES ABAND.DWG

Kimley»Horn

February 2, 2026

City of Sherman Engineering Department
Attn: Amber Doan
317 S. Travis Street
Sherman, TX 75090

RE: ***Easement Abandonment Request – Jamestown Square Commercial***
City of Sherman, Texas

To Whom It May Concern:

The legal owner of the property located at (LOT 1, BLOCK A Jamestown Square, Sherman, TX), submits this formal request for the abandonment of the existing (26' Water & Wastewater Easement and 140' Drainage easement) located at the referenced property.

The reason for the request is because the easements are no longer in use and conflicts with (proposed construction, redevelopment, etc.). Abandonment of these easements is necessary to allow the property to be used as intended.

Submitted with this letter:

- Deed showing recorded owners of parent property.
- Survey/legal description in .word, .pdf, and .CAD formats.
- Supporting documentation related to the requested abandonment.
- Owner signatures below.

Sincerely,

Jamestown Square, LLC.

Authorized Signer: Mark Cope

X _____

Kimley Horn and Associates

Caleb Jones, P.E.

BEING a tract of land situated in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765, City of Sherman, Grayson County, Texas, and being all of a 26' wide Water & Wastewater Easement situated in Lot 1, Block A of Jamestown Square, an Addition to the City of Sherman, according to the Final Plat, recorded in Document No. 2024-67 of the Plat Records of Collin County, Texas:

COMMENCING at a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the westerly, northwest corner of said Lot 1, Block A, same being the intersection of the southerly right of way line of Jamestown Boulevard, a variable width right of way at this point, as dedicated in said Jamestown Square with the easterly right of way line of U. S. Highway 75, a variable width right of way;

THENCE South 10°13'12" West, along the westerly line of said Lot 1 and the easterly right of way line of said U. S. Highway 75, a distance of 14.14 feet to a point for corner on the southerly line of a 10' Utility Easement as dedicated in said Jamestown Square;

THENCE North 55°13'12" East, departing the westerly line of said Lot 1 and the easterly right of way line of said U. S. Highway 75, along the southerly line of said 10' Utility Easement, a distance of 41.21 feet to a point for corner;

THENCE South 79°46'48" East, continuing along the southerly line of said 10' Utility Easement, a distance of 131.86 feet to the northwest corner of aforesaid 26' wide Water & Wastewater Easement, and being the **POINT OF BEGINNING** of the herein described abandonment tract;

THENCE South 79°46'48" East, continuing along the southerly line of said 10' Utility Easement and along the northerly line of said 26' wide Water & Wastewater Easement, a distance of 26.00 feet to the northeast corner of said 26' wide Water & Wastewater Easement;

THENCE South 10°13'12" West, departing the southerly line of said 10' Utility Easement and along the easterly line of said 26' wide Water & Wastewater Easement, a distance of 1,280.23 feet to the southeast corner of said 26' wide Water & Wastewater Easement, same being on the northerly line of 15' Utility, Landscape & Sidewalk Easement as dedicated in said Jamestown Square;

THENCE South 77°43'45" West, along the southerly line of said 26' wide Water & Wastewater Easement and the northerly line of said 15' Utility, Landscape & Sidewalk Easement, a distance of 28.14 feet to the southwest corner of said 26' wide Water & Wastewater Easement;

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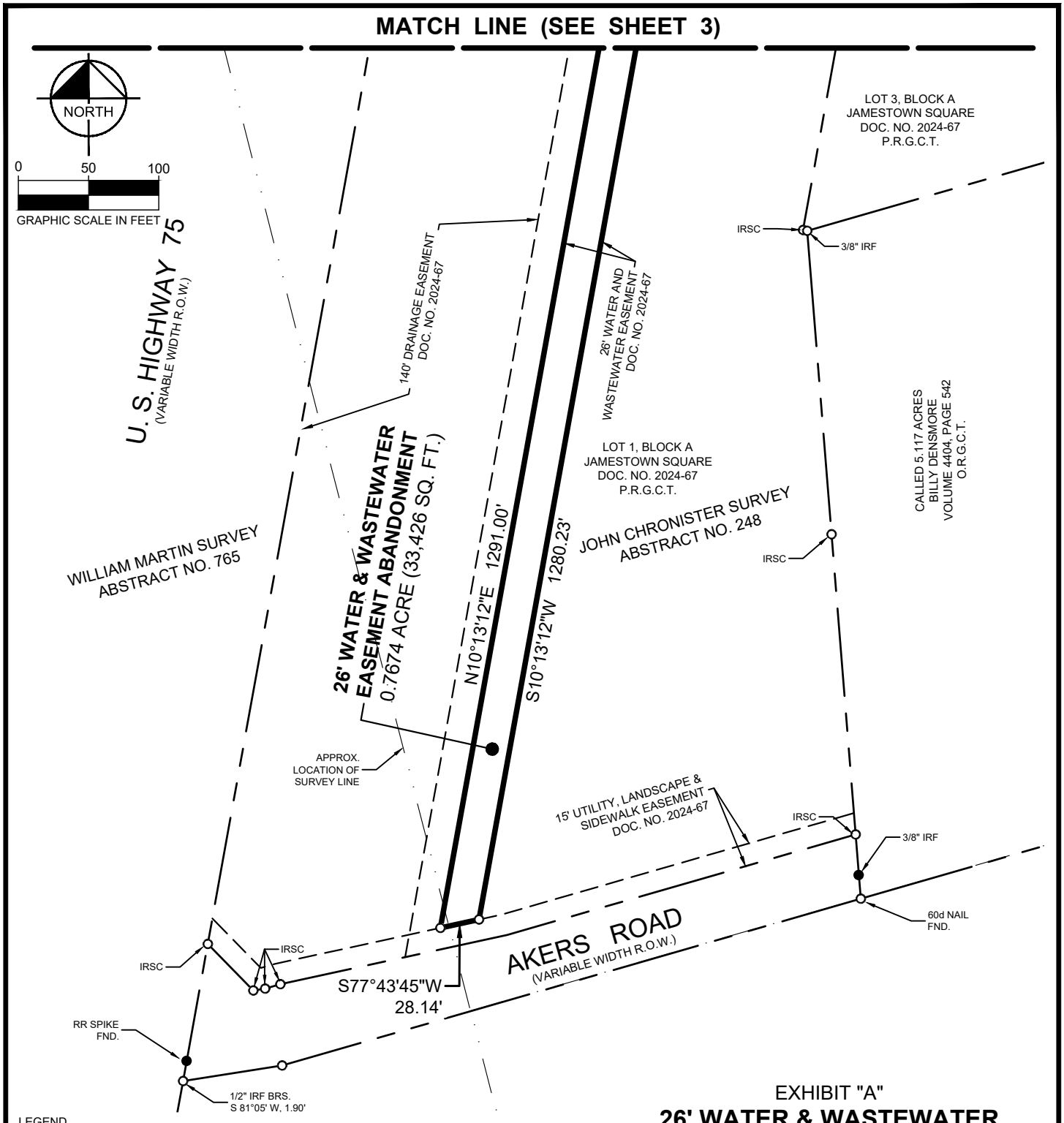

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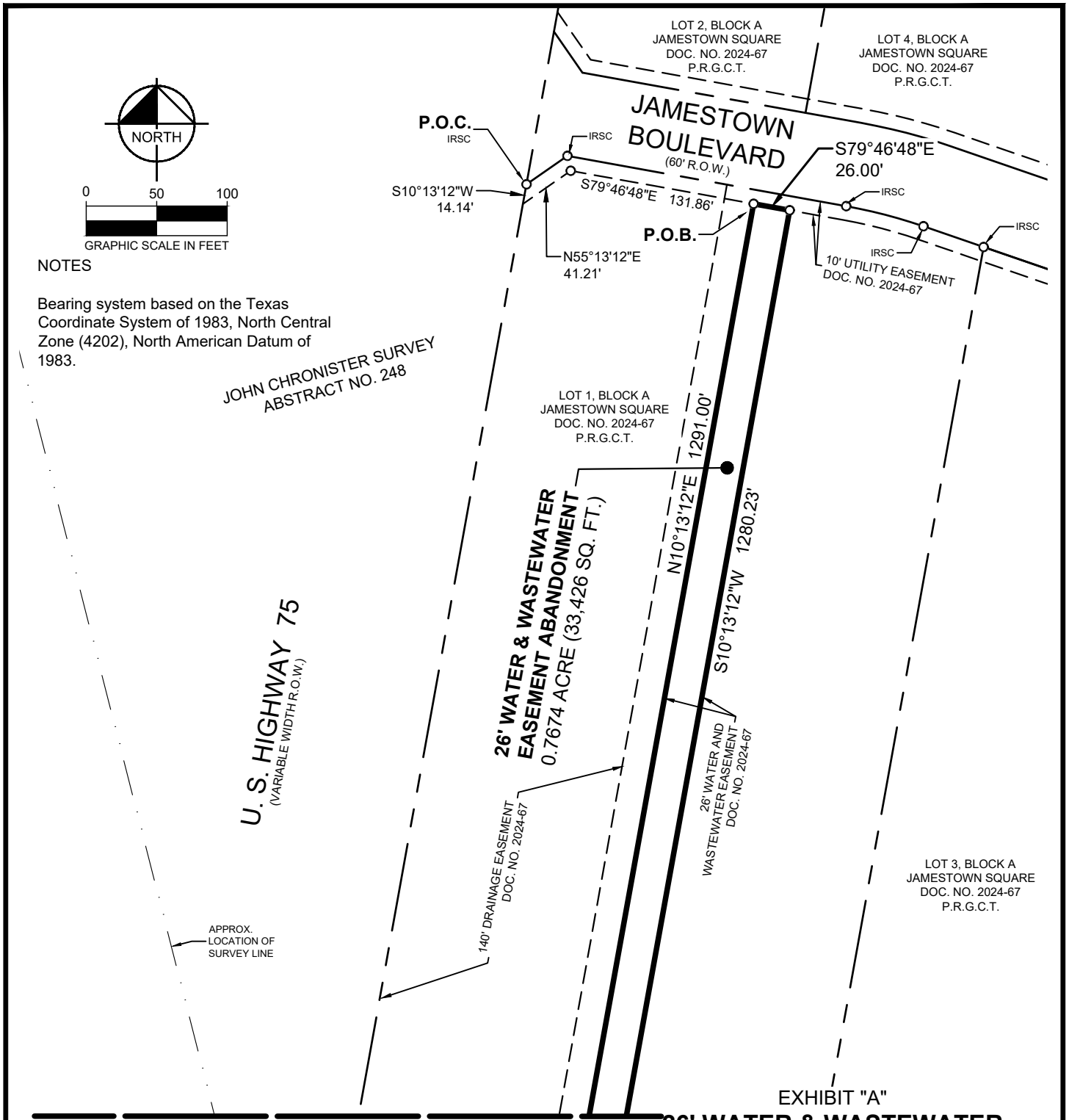

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MATCH LINE (SEE SHEET 2)

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Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	MBM	KHA	Dec. 2025	064512321	3 OF 3

BEING a tract of land situated in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765, City of Sherman, Grayson County, Texas, and being a portion of a 140' wide Drainage Easement situated in Lot 1, Block A of Jamestown Square, an Addition to the City of Sherman, according to the Final Plat, recorded in Document No. 2024-67 of the Plat Records of Collin County, Texas:

COMMENCING at a 5/8-inch iron rod with a red plastic cap, stamped “KHA” set for the westerly, northwest corner of said Lot 1, Block A, same being the intersection of the southerly right of way line of Jamestown Boulevard, a variable width right of way at this point, as dedicated in said Jamestown Square with the easterly right of way line of U. S. Highway 75, a variable width right of way;

THENCE North 55°13'12" East, along the northerly line of said Lot 1, Block A and the southerly right of way line of said Jamestown Boulevard, a distance of 35.36 feet to a 5/8-inch iron rod with a red plastic cap, stamped “KHA” set for corner;

THENCE South 79°46'48" East, continuing along the northerly line of said Lot 1, Block A and the southerly right of way line of said Jamestown Boulevard, a distance of 115.00 feet to a point for corner on the easterly line of said 140' wide Drainage Easement;

THENCE South 10°13'12" West, the northerly line of said Lot 1, Block A and the southerly right of way line of said Jamestown Boulevard, crossing said Lot 1 and along the easterly line of said 140' wide Drainage Easement, a distance of 465.37 feet to the **POINT OF BEGINNING** of the herein described abandonment tract;

THENCE South 10°13'12" West, continuing across said Lot 1, Block A, and along the easterly line of said 140' wide Drainage Easement, a distance of 860.56 feet to a point for corner on the southerly line of said Lot 1, same being on the northerly right of way line of Akers Road, a variable width right of way as dedicated in aforesaid Jamestown Square;

THENCE South 77°43'45" West, along the southerly line of said Lot 1, Block A and the northerly right of way line of said Akers Road, a distance of 70.17 feet to a point for corner;

THENCE North 10°13'12" East, departing the southerly line of said Lot 1, Block A and the northerly right of way line of said Akers Road, crossing said Lot 1, a distance of 775.11 feet to a point for corner;

THENCE North 40°13'12" East, continuing across said Lot 1, Block A, a distance of 129.66 feet to the **POINT OF BEGINNING** and containing 1.217 acres (53,021 square feet) of land, more or less.

EXHIBIT "B"

ABANDONMENT OF A PART OF 140' DRAINAGE EASEMENT

LOT 1, BLOCK A
JAMESTOWN SQUARE
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

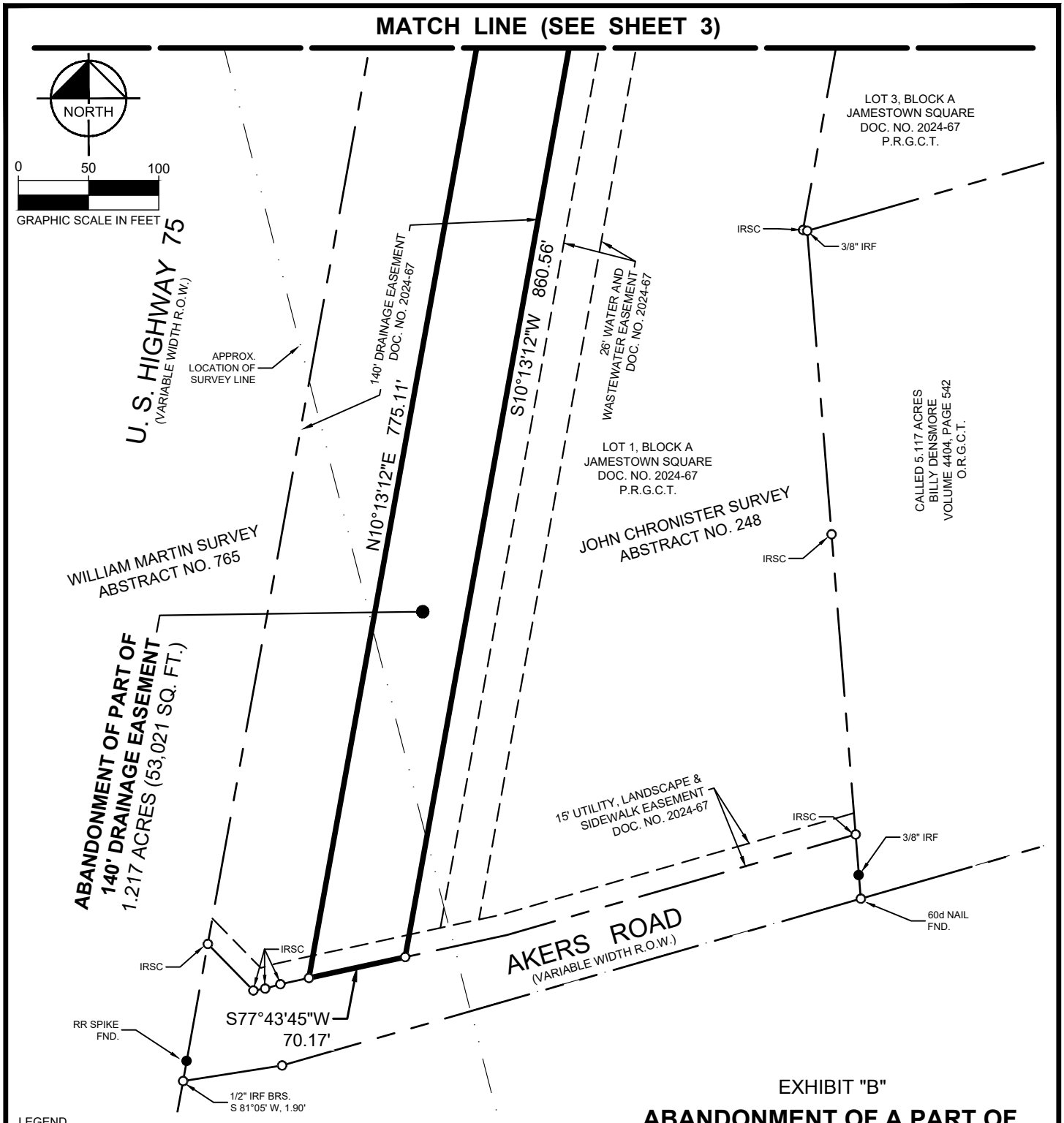
PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

MICHAEL MARX
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5181
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
michael.marx@kimley-horn.com

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MBM	KHA	Feb. 2026	064512321	1 OF 3



LEGEND

P.O.C. = POINT OF CEMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" "KHA" CAPPED IRON ROD SET
O.R.G.C.T. = OFFICIAL RECORDS OF GRAYSON COUNTY, TEXAS
P.R.G.C.T. = PLAT RECORDS, GRAYSON COUNTY, TEXAS

EXHIBIT "B"

ABANDONMENT OF A PART OF 140' DRAINAGE EASEMENT

LOT 1, BLOCK A
JAMESTOWN SQUARE
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

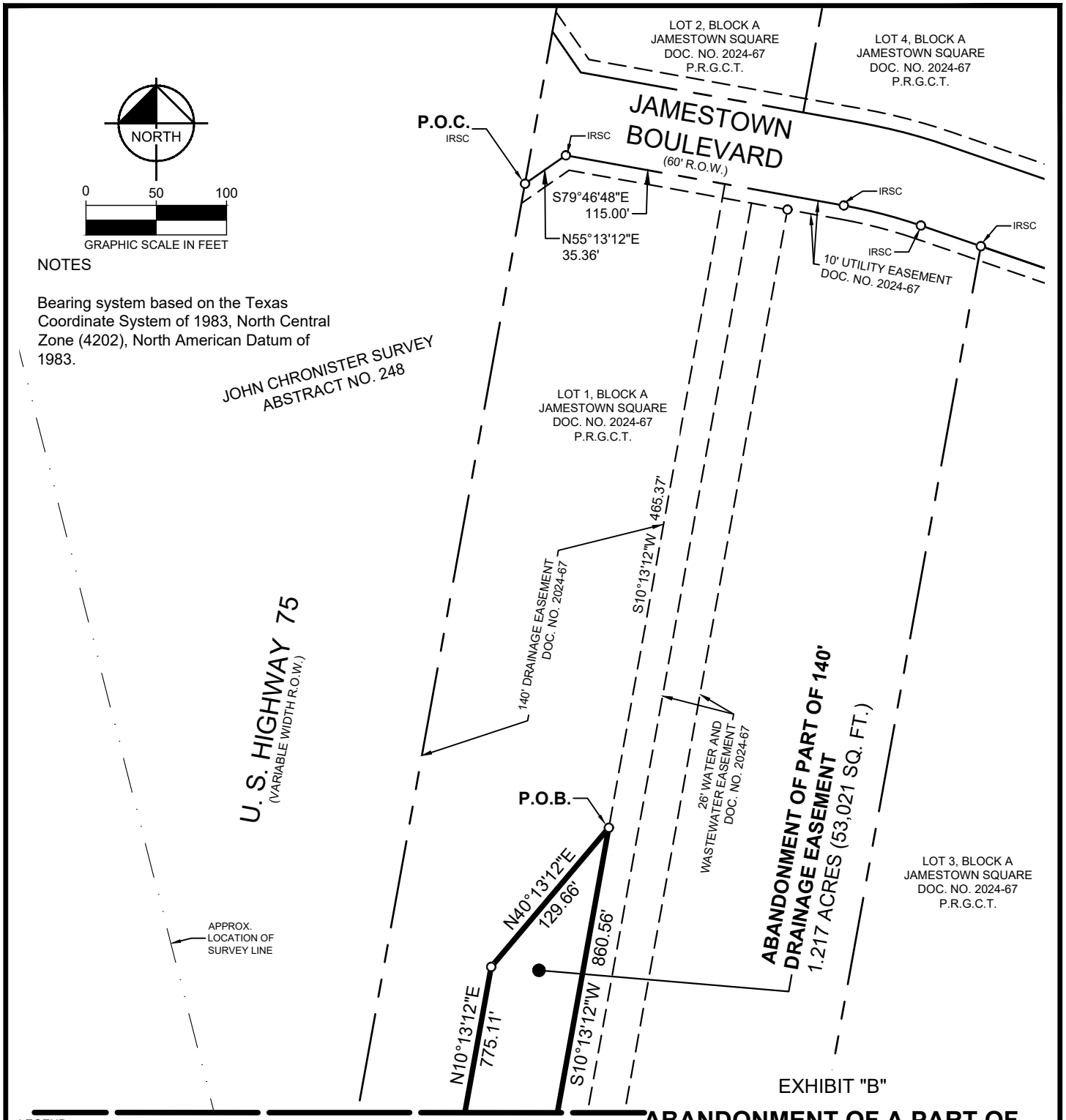
MICHAEL MARX
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5181
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
michael.marx@kimley-horn.com

NOTES

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	MBM	KHA	Feb. 2026	064512321	2 OF 3



NOTES

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

EXHIBIT "B"

LEGEND
P.O.C. = POINT OF CEMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" "KHA" CAPPED IRON ROD SET
O.R.G.C.T. = OFFICIAL RECORDS OF GRAYSON COUNTY, TEXAS
P.R.G.C.T. = PLAT RECORDS, GRAYSON COUNTY, TEXAS

ABANDONMENT OF A PART OF 140' DRAINAGE EASEMENT

LOT 1, BLOCK A
JAMESTOWN SQUARE
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

MICHAEL MARX
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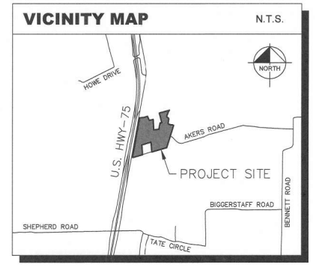
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	MBM	KHA	Feb. 2026	064512321	3 OF 3



NOTES:

All corners are a 5/8-inch iron rod with plastic cap stamped "KHA" set, unless otherwise noted.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. Distances shown are Surface values. To obtain Grid values, divide the distance by the Project Combined Scale Factor (PCF) of 1.00010712.

FLOOD STATEMENT: According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48181C0275G, for Grayson County, Texas and incorporated areas, dated September 1, 2022, this property is located within:

Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain" and

Zone A defined as "Special flood hazard areas (SFHAs) subject to inundation by the 1% annual chance flood (No Base Flood Elevations determined)".

If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

Maintenance of the Detention Area is the responsibility of the homeowners association or property owners association. In the event that the association is no longer active, the maintenance is the responsibility of the Lot 2, Block A property owner.

SEE SHEET NO. 2 FOR LINE AND CURVE TABLES

LEGEND

———	BOUNDARY LINE
— — — —	EASEMENT LINE
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND WITH CAP
IRSC	IRON ROD SET WITH CAP
INST. NO.	INSTRUMENT NUMBER
NTS	NOT TO SCALE
FND.	FOUND
P.R.G.C.T.	PLAT RECORDS OF GRAYSON COUNTY, TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS
XS	"X" CUT IN CONCRETE SET
XF	"X" CUT IN CONCRETE FOUND
P.O.B.	POINT OF BEGINNING
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
S.W.E.	SIDE WALK EASEMENT
U.E.	UTILITY EASEMENT
F.A.U.E.	FIRE LANE, ACCESS, AND UTILITY EASEMENT
W.E.	WATER EASEMENT
A.E.	ACCESS EASEMENT
E.E.	ELECTRIC EASEMENT

Filed for Record
In the Official Records Of:
Grayson County Clerk
On: 4/29/2024 10:37:45 AM
In the PLAT Records
JAMESTOWN SQUARE
Doc Number: 2024 – 67
Number of Pages: 2
Amount: 74.00
Order#: 20240429000046
By: TR

GRAYSON COUNTY, TEXAS

FINAL PLAT
JAMESTOWN SQUARE

BLOCK A, LOTS 1-7 & 8-HOA

54.445 ACRES SITUATED IN THE
JOHN CHRONISTER SURVEY, ABSTRACT NO. 248 AND
THE WILLIAM MARTIN SURVEY, ABSTRACT NO. 765
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet
1" = 100'	JCC	KHA	04/23/2024	064512316	1 of 2

OWNER / APPLICANT:
Jamestown Square, LLC
900 W. Bethany Dr., Suit 230
Allen, Texas 75013
Ph: (972) 908-2673
Contact :

OWNER / APPLICANT:
The Colonies at Jamestown Square, LLC
900 W. Bethany Dr., Suit 540
Allen, Texas 75013
Ph: (972) 908-2673
Contact :

ENGINEER:
Kimley-Horn and Associates, Inc.
13455 Noel Rd, Suite 700
Dallas, TX 75240
Ph: (972) 770-1300
Contact: Jonathan Kirby, PE

22312

DWG NAME: K:\PRL_SURVEY\064512316-JAMESTOWN SQUARE - SHERMAN\DWG\064512316-JAMESTOWN SQUARE FP 24X36.DWG PLOTTED BY: MARX, MICHAEL 4/23/2024 6:42 AM LAST SAVED: 4/23/2024 6:40 AM

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF GRAYSON §

WHEREAS JAMESTOWN SQUARE, LLC AND THE COLONIES AT JAMESTOWN SQUARE, LLC, is the owner of a tract of land situated in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765, City of Sherman, Grayson County, Texas, and being all of Tract 1 (called 50.006-acres) and all Tract 2 (called 4.521-acres), described in a Special Warranty Deed to Jamestown Square, LLC, as recorded in Document No. 2021-23519 of the Official Records of Grayson County, Texas, and all of a called 7.323-acre tract of land described in a Special Warranty Deed to The Colonies at Jamestown Square, LLC, recorded in Document No. 2024-3740 of the Official Records of Grayson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at 1/2-inch iron rod found for the northwest corner of said Tract 2 (called 4.521-acres) and the southwest corner of a called 35.0-acre tract of land, described in a Warranty Deed to Arkan Realty, LLC, as recorded in Document No. 2021-21211 of the Official Records of Grayson County, Texas, same also being on the easterly right of way line of U. S. Highway 75, a variable width right of way;

THENCE North 85°40'03" East, departing the easterly right of way line of said U. S. Highway 75, along the northerly line of said Tract 2 (called 4.521-acres), the northerly line of said Tract 1 (called 50.006-acres) and the southerly line of said 35.0-acre tract, a distance of 190.48 feet to a 3/8-inch iron rod found for corner;

THENCE North 74°26'10" East, continuing along the northerly line of said Tract 1 (called 50.006-acres) and the southerly line of said 35.0-acre tract, a distance of 207.94 feet to a 3/8-inch iron rod found for a northeast corner of said Tract 1, same being the occupied northwest corner of Akers Cemetery, no record found;

THENCE South 24°45'59" East, departing the southerly line of said 35.0-acre tract, along the common line of said Tract 1 (called 50.006-acres) and said Akers Cemetery, a distance of 210.10 feet to a railroad tie fence corner post found for corner;

THENCE North 77°18'24" East, continuing along the common line of said Tract 1 (called 50.006-acres) and said Akers Cemetery, a distance of 186.44 feet to railroad tie fence corner post found for corner;

THENCE South 03°39'22" East, continuing along the common line of said Tract 1 (called 50.006-acres) and said Akers Cemetery, a distance of 504.43 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the southwest corner of said Akers Cemetery;

THENCE North 82°14'30" East, continuing along the common line of said Tract 1 (called 50.006-acres) and said Akers Cemetery, a distance of 251.47 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for southerly, southeast corner of said Akers Cemetery;

THENCE North 10°10'28" East, continuing along the common line of said Tract 1 (called 50.006-acres) and said Akers Cemetery, a distance of 303.75 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE North 77°49'05" East, continuing along the common line of said Tract 1 (called 50.006-acres) and said Akers Cemetery, a distance of 81.97 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE North 14°21'49" West, continuing along the common line of said Tract 1 (called 50.006-acres) and said Akers Cemetery, a distance of 476.44 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the northeast corner of said Akers Cemetery, same being a northwest corner of said Tract 1 and being on the southerly line of aforesaid 35.0-acre tract;

THENCE North 74°35'02" East, along the northerly line of said Tract 1 (called 50.006-acres) and the southerly line of said 35.0-acre tract, a distance of 500.15 feet to a point for corner in the center of a creek, same being the northeast corner of said Tract 1;

THENCE in a southerly direction, along the easterly line of said Tract 1 (50.006-acres) and generally along the center of said creek, the following:

South 32°09'35" West, a distance of 69.41 feet to a point for corner;

South 23°34'54" West, a distance of 47.12 feet to a point for corner;

South 22°39'45" West, a distance of 36.50 feet to a point for corner;

South 14°18'21" West, a distance of 49.87 feet to a point for corner;

South 27°19'29" West, a distance of 55.67 feet to a point for corner;

South 16°02'42" West, a distance of 56.61 feet to a point for corner;

South 18°07'31" East, a distance of 46.70 feet to a point for corner;

South 55°23'48" East, a distance of 60.83 feet to a point for corner;

South 45°39'44" East, a distance of 37.23 feet to a point for corner;

South 03°28'02" East, a distance of 56.90 feet to a point for corner;

South 13°49'55" West, a distance of 56.56 feet to a point for corner;

South 00°31'56" East, a distance of 53.95 feet to a point for corner;

South 21°15'44" West, a distance of 40.72 feet to a point for corner;

South 01°28'07" East, a distance of 43.78 feet to a point for corner;

South 39°51'00" East, a distance of 35.14 feet to a point for corner;

South 60°42'51" East, a distance of 45.53 feet to a point for corner;

South 79°10'04" East, a distance of 47.15 feet to a point for corner;

South 76°58'44" East, a distance of 48.68 feet to a point for corner;

South 86°16'37" East, a distance of 51.87 feet to a point for corner;

South 71°20'01" East, a distance of 62.69 feet to the easterly, northeast corner of said Tract 1, same being on the westerly line of the Dallas Area Transit right of way as described in a deed, recorded in Volume 3091, Page 550 and Volume 3476, Page 150, both of the Official Records of Grayson County, Texas;

THENCE South 17°16'01" West, continuing along the easterly line of said Tract 1 (50.006-acres) and the westerly line of said Dallas Area Transit tract, a distance of 1,122.37 feet to a 3/8-inch iron rod found for the southeast corner of said Tract 1, same being in the pavement of Akers Road, a public use right of way, no record found;

THENCE South 73°54'54" West, along the southerly line of said Tract 1 (50.006-acres) and along said Akers Road, a distance of 751.18 feet to a 60d nail found for the southeast corner of a called 5.117-acre tract of land, described in a General Warranty Deed, recorded in Volume 4404, Page 542 of the Official Records of Grayson County, Texas;

THENCE North 04°34'48" West, departing said Akers Road, along the common line of said Tract 1 (50.006-acres) and said 5.117-acre tract, passing at a distance of 18.79 feet, a found 3/8-inch iron rod, continuing for a total distance of 477.13 feet to a 3/8-inch iron rod found for the northeast corner of said 5.117-acre tract, same being on the southerly line od sald 7.323-acre tract;

THENCE South 73°56'30" West, along the common line of said 5.117-acre tract and said 7.323-acre tract, a distance of 476.87 feet to a 3/8-inch iron rod found for the northwest corner of said 5.117-acre tract;

THENCE South 04°34'48" East, departing the southerly line of said 7.323 -acre tract and along the common line of said Tract 1 (50.006-acres) and said 5.117-acre tract, passing at a distance of 460.42 feet, a found 3/8-inch iron rod, continuing for a total distance of 477.35 feet to a 60d nail found in aforesaid Akers Road, for the southwest corner of said 5.117-acre tract;

THENCE South 73°54'54" West, along the southerly line of said Tract 1 (50.006-acres) and along said Akers Road, a distance of 428.91 feet to the southwest corner of said Tract 1 and the southeast corner of aforesaid Tract 2 (called 4.521-acres);

THENCE South 81°05'20" West, along the southerly line of said Tract 2 (called 4.521-acres) and along said Akers Road, a distance of 71.42 feet to the southwest corner of said Tract 2, same being on the easterly right of way line of aforesaid U. S. Highway 75, from which, a found 1/2-inch iron rod bears South 81°05' West, 1.90 feet;

THENCE North 10°13'12" East, along the westerly line of said Tract 2 (called 4.521-acres) and the easterly right of way line of said U. S. Highway 75, passing a found railroad spike at a distance of 14.52 feet, continuing for a total distance of 1,943.74 feet to the **POINT OF BEGINNING** and containing 2,371,639 square feet or 54.445 acres of land, more or less.

LINE TABLE			LINE TABLE			CURVE TABLE					
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
L1	N84°46'48"W	12.31'	L31	S13°49'55"W	56.56'	C1	8°46'34"	430.00'	65.86'	N75°23'31"W	65.80'
L2	S84°46'48"E	8.39'	L32	S00°31'56"E	53.95'	C2	8°46'34"	370.00'	56.67'	S75°23'31"E	56.62'
L3	S72°43'59"E	60.00'	L33	S21°15'44"W	40.72'	C3	5°00'00"	370.00'	32.29'	S82°16'48"E	32.28'
L4	S61°05'06"E	35.36'	L34	S01°28'07"E	43.78'	C4	26°18'18"	370.00'	169.87'	S02°55'57"E	168.38'
L5	N28°54'54"E	35.36'	L35	S39°51'00"E	35.14'	C5	26°18'18"	430.00'	197.42'	S02°55'57"E	195.69'
L6	S73°54'54"W	11.32'	L36	S60°42'51"E	45.53'	C6	8°46'34"	430.00'	65.86'	S75°23'31"E	65.80'
L7	N44°20'44"W	46.38'	L37	S79°10'04"E	47.15'	C7	8°46'34"	370.00'	56.67'	N75°23'31"W	56.62'
L8	S37°16'48"E	13.51'	L38	S76°58'44"E	48.68'	C8	5°00'00"	430.00'	37.52'	S82°16'48"E	37.51'
L9	S73°56'30"W	94.40'	L39	S86°16'37"E	51.87'	C9	56°38'53"	320.00'	316.38'	N45°35'28"E	303.65'
L10	S16°05'06"E	3.59'	L40	S71°20'01"E	62.69'						
L11	S10°13'12"W	666.29'	L41	N79°46'48"W	160.86'						
L12	S50°13'12"W	25.98'	L42	N71°00'14"W	94.21'						
L13	S79°46'48"E	200.94'	L43	N79°46'48"W	242.72'						
L14	S71°00'14"E	49.08'	L44	N84°46'48"W	239.08'						
L15	S79°46'48"E	242.72'	L45	N05°13'12"E	60.00'						
L16	N34°46'48"W	35.36'	L46	N84°46'48"W	113.69'						
L17	S84°46'48"E	111.42'	L47	S55°13'12"W	35.36'						
L18	S39°46'48"E	24.76'	L48	S81°05'20"W	8.49'						
L19	S10°13'12"W	661.91'	L49	S10°13'12"W	4.89'						
L20	S16°05'06"E	3.59'	L50	S55°13'12"W	16.82'						
L21	S32°09'35"W	69.41'	L51	N79°46'48"W	26.81'						
L22	S23°34'54"W	47.12'	L52	N10°13'12"E	15.00'						
L23	S22°39'45"W	36.50'	L53	N79°46'48"W	20.60'						
L24	S14°18'21"W	49.87'	L54	S55°13'12"W	2.58'						
L25	S27°19'29"W	55.67'	L55	S10°13'12"W	20.18'						
L26	S16°02'42"W	56.61'	L56	N79°46'48"W	15.00'						
L27	S18°07'31"E	46.70'	L57	S10°13'12"W	19.02'						
L28	S55°23'48"E	60.83'									
L29	S45°39'44"E	37.23'									
L30	S03°28'02"E	56.90'									

22312

OWNER'S CERTIFICATE OF DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, **JAMESTOWN SQUARE, LLC AND THE COLONIES AT JAMESTOWN SQUARE, LLC**, acting herein by and through its duly authorized officers, do hereby certify and adopt this plat designating the herein described real property as **JAMESTOWN SQUARE**, an addition to the City of Sherman, Grayson County, Texas, being 54.445 acres situated in and being a portion of the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765, City of Sherman, Grayson County, Texas and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easement strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without permission of anyone. This plat is approved subject to all ordinances, rules and regulations and resolutions of the City of Sherman, Texas.

WITNESS, my hand, this 23rd day of April, 2024.

BY: **JAMESTOWN SQUARE, LLC**, a Texas limited liability company

By: _____

Printed Name: STEPHEN C. COPE

Title: MANAGING MEMBER

STATE OF TEXAS §

COUNTY OF Collin §

REGINA PRAY
Notary Public, State of Texas
Comm. Expires 04-12-2025
Notary ID 128225464

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Stephen Cope, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of April, 2024.

_____
Notary Public, State of Texas

WITNESS, my hand, this 23rd day of April, 2024.

BY: **THE COLONIES AT JAMESTOWN SQUARE, LLC**, a Texas limited liability company

By: Mark A. Cope

Printed Name: Mark A. Cope

Title: Manager

STATE OF TEXAS §

COUNTY OF Collin §

REGINA PRAY
Notary Public, State of Texas
Comm. Expires 04-12-2025
Notary ID 128225464

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Mark A. Cope, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of April, 2024.

_____
Notary Public, State of Texas

AVIGATION RELEASE

THE STATE OF TEXAS §

COUNTY OF GRAYSON §

WHEREAS, JAMESTOWN SQUARE, LLC AND THE COLONIES AT JAMESTOWN SQUARE, LLC, hereinafter called OWNER (whether one or more), are the owners of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as **JAMESTOWN SQUARE**, an addition to the City of Sherman, Grayson County, Texas.

OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a home-rule municipality, hereinafter called CITY, and the Sherman Municipal Airport, hereinafter called AIRPORT, and their respective successors and assigns, of and from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of any and all aircraft ("aircraft" being defined for the purpose of this instrument as any contrivance now known or hereinafter invented, including but not limited to jet, propeller-driven, civil, military, experimental or commercial aircraft and helicopters, regardless of existing or future noise levels, designed or used for the purpose of transporting persons or property through the air, by whoever owned or operated), in the airspace over OWNER's property. Such release shall include, but not be limited to, any damages to OWNER'S property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at, taking off from, operating at or on, or being maintained at the Sherman Municipal Airport, whether such claim be for injury or death to person or persons or damages to or taking of property.

This release shall be binding upon OWNER and OWNER's successors, heirs, executors, administrators and assigns, and shall be a covenant running with the land.

Executed this 23rd day of April, A.D. 2024.

_____
Jamestown Square, LLC

Executed this 23rd day of April, A.D. 2024.

Mark A. Cope
The Colonies at Jamestown Square, LLC

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Michael B. Marx, do hereby certify that I prepared this plat and the field notes made a part thereof 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.

_____
Michael B. Marx
Registered Professional Land Surveyor No. 5181
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy, Suite 210
Frisco, Texas 75034
Phone 972-335-3580

STATE OF TEXAS
REGISTERED
MICHAEL B. MARX
5181
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS §

COUNTY OF GRAYSON §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Michael B. Marx, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of April, 2024.

Elizabeth M. Hollis
Notary Public, State of Texas

ELIZABETH M. HOLLIS
Notary Public, State of Texas
Comm. Expires 11-10-2025
Notary ID 133441587

Approved this 11th day of April, 2024 by the City Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

Filed for Record
in the Official Records Of:
Grayson County Clerk
On: 4/29/2024 10:37:45 AM
In the PLAT Records
JAMESTOWN SQUARE
Doc Number: 2024 – 67
Number of Pages: 2
Amount: 74.00
Order#: 20240429000046
By: TR

GRAYSON COUNTY, TEXAS

FINAL PLAT
JAMESTOWN SQUARE

BLOCK A, LOTS 1-7 & 8-HOA

54.445 ACRES SITUATED IN THE
JOHN CHRONISTER SURVEY, ABSTRACT NO. 248 AND
THE WILLIAM MARTIN SURVEY, ABSTRACT NO. 765
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034 FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet
NA	JCC	KHA	04/23/2024	064512316	2 of 2

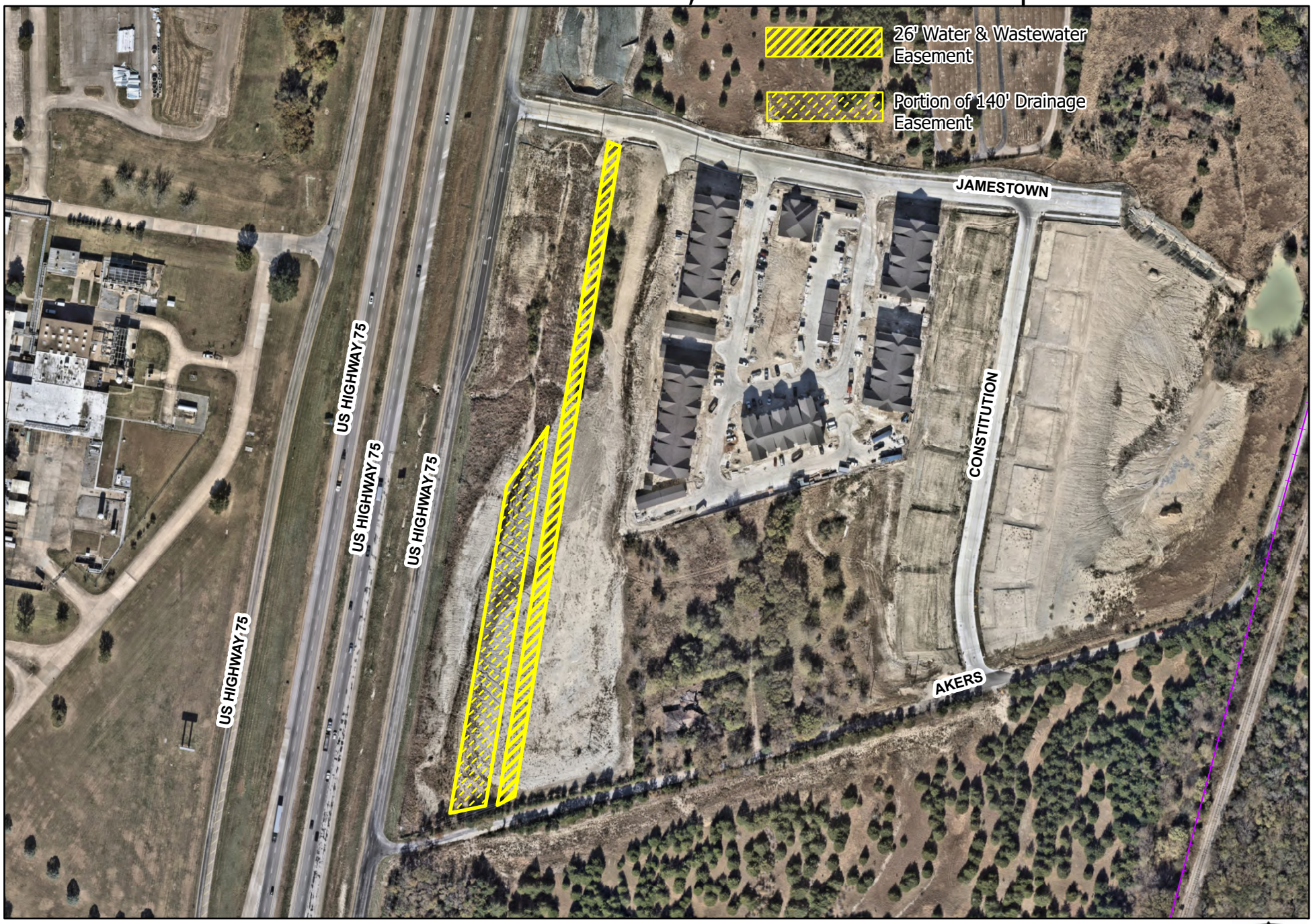
OWNER / APPLICANT:
Jamestown Square, LLC
900 W. Bethany Dr., Suit 230
Allen, Texas 75013
Ph: (972) 908-2673
Contact :

OWNER / APPLICANT:
The Colonies at Jamestown Square, LLC
900 W. Bethany Dr., Suit 540
Allen, Texas 75013
Ph: (972) 908-2673
Contact :

ENGINEER:
Kimley-Horn and Associates, Inc.
13455 Noel Rd, Suite 700
Dallas, TX 75240
Ph: (972) 770-1300
Contact: Jonathan Kirby, PE

DWG NAME: K:\FRI_SURV\064512316-JAMESTOWN SQUARE - SHERMAN\DWG\064512316-JAMESTOWN SQUARE FP 24X36.DWG PLOTTED BY: MARX, MICHAEL 4/23/2024 6:42 AM LAST SAVED: 4/23/2024 6:40 AM

Easement Abandonments - Lot 1, Block A Jamestown Square



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.2.

Meeting Date: 6/15/2026

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:
INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6941
Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow An Automobile, Motorcycle, Boat Or Trailer Sales, New Or Used On A Tract Of Land Zoned C-2 (General Commercial) District/Sam Rayburn Overlay District, Located At 1001 South Sam Rayburn Freeway, Consisting Of 0.3511 Acres Being Lots 7, 8 And 9 Of The Exsteins Brennan Addition, City Of Sherman, Grayson County, Texas, Ferrell Carroll (Owner); Shane Carroll (Applicant); And Copley Land Surveying (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00;

Issue:
Consideration of a Specific Use Permit for 0.3511 acres of land located at 1001 South Sam Rayburn Freeway to allow Automobile, motorcycle, boat, or trailer sales, new or used in a C-2 (General Commercial) District/Sam Rayburn Overlay District.

Background:
The property is located at 1001 South Sam Rayburn Freeway. The owner is requesting Site Plan approval and a Specific Use Permit to allow Automobile, motorcycle, boat, or trailer sales, new or used.

The following has been approved at this location:

- 09/13/1977 - Zone Change R-1 to C-1. ORD# 3213.
- 10/11/1977 - Zone Change C-1 to C-2. ORD# 3218.

Capital Improvement Program:
N/A

Origination:
The request of Ferrell Carroll (Owner), Shane Carroll (Applicant)

Financial Consideration:
None

Staff Recommendation:
At the May 19, 2026, regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Specific Use Permit be approved.

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6941
2. Exhibit A
3. Exhibit B
4. Location Map
5. Zoning Map
6. Future Landuse Map
7. Property Notification Sign
8. Project Narrative
9. Building Elevation Photo

ORDINANCE NO. 6941

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14 AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AN AUTOMOBILE, MOTORCYCLE, BOAT OR TRAILER SALES, NEW OR USED ON A TRACT OF LAND ZONED C-2 (GENERAL COMMERCIAL) DISTRICT/SAM RAYBURN OVERLAY DISTRICT LOCATED AT 1001 SOUTH SAM RAYBURN FREEWAY, CONSISTING OF 0.3511 ACRES BEING LOTS 7, 8 AND 9 OF THE EXSTEINS BRENNAN ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, FERRELL CARROLL (OWNER); SHANE CARROLL (APPLICANT); AND COPLEY LAND SURVEYING (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; 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 Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

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 property located at 1001 South Sam Rayburn Freeway, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to allow Automobile, motorcycle, boat or trailer sales, new or used, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include on **Exhibit A – Survey**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.

2. Fire access, lanes and codes shall be coordinated with the Fire Marshal's office.
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
5. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
6. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts are permitted.
7. No work shall be performed outside the structure designated for auto repair.
8. The property must be properly maintained in a state of good repair and neat appearance.
9. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
10. Non-residential parking standards must be addressed prior to the issuance of a Certificate of Occupancy. *(Sec. 14.04.003(d))*
    a. Required parking automobile, motorcycle, boat, or trailer sales, new or used is one parking space for every 500 square feet of sales floor area and must be paved concrete or asphalt and shall be a minimum of 9' wide and 20' long.
    b. Parking spaces shall be permanently and clearly identified by stripes. Non-permanent type marking, such as paint, shall be regularly maintained to ensure continuous clear identification of the space.
11. Metal panel fences are not permitted in any district.
    a. Metal panel fence must be removed before a Certificate of Occupancy can be issued.
12. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
13. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
14. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission

Engineering:

15. Subject property does not have direct access to public water main. Extension of water main along entire street frontage by developer is required prior to any new water taps being permitted. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10.03.005*
16. Replatting of the property is required prior to building permits being issued for any additions or new structures. *Code of Ordinances Chapter10.01.005; Texas Local Government Code Title 1, Sec. 212.004*
17. New drive approaches and sidewalks shall conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003(h); Engineering Design Standards Manual 2.5*

Solid Waste:

18. Solid Waste enclosures and services shall adhere to Article 13.06 of the City of Sherman's Utility Ordinance and Section 14.04.004(d)(4)) of the City of Sherman's Zoning Ordinance.

Additional Conditions:

19. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**
20. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Carroll Auto Group is the owner or lessee of the property.
21. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded on the first anniversary of the effective date identified below, unless earlier terminated, rescinded, extended or renewed by separate action of the City Council. The owner of the property subject to the Specific Use Permit must receive City Council approval of an application to extend or renew the Specific Use Permit prior to the expiration thereof.
22. This SUP is limited to automobile sales only.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. 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 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 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. 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 8. 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 9. 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 10. 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 15th day of June 2026.

ADOPTED on this the 15th day of June 2026.

EFFECTIVE DATE on this the 15th day of June 2026.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

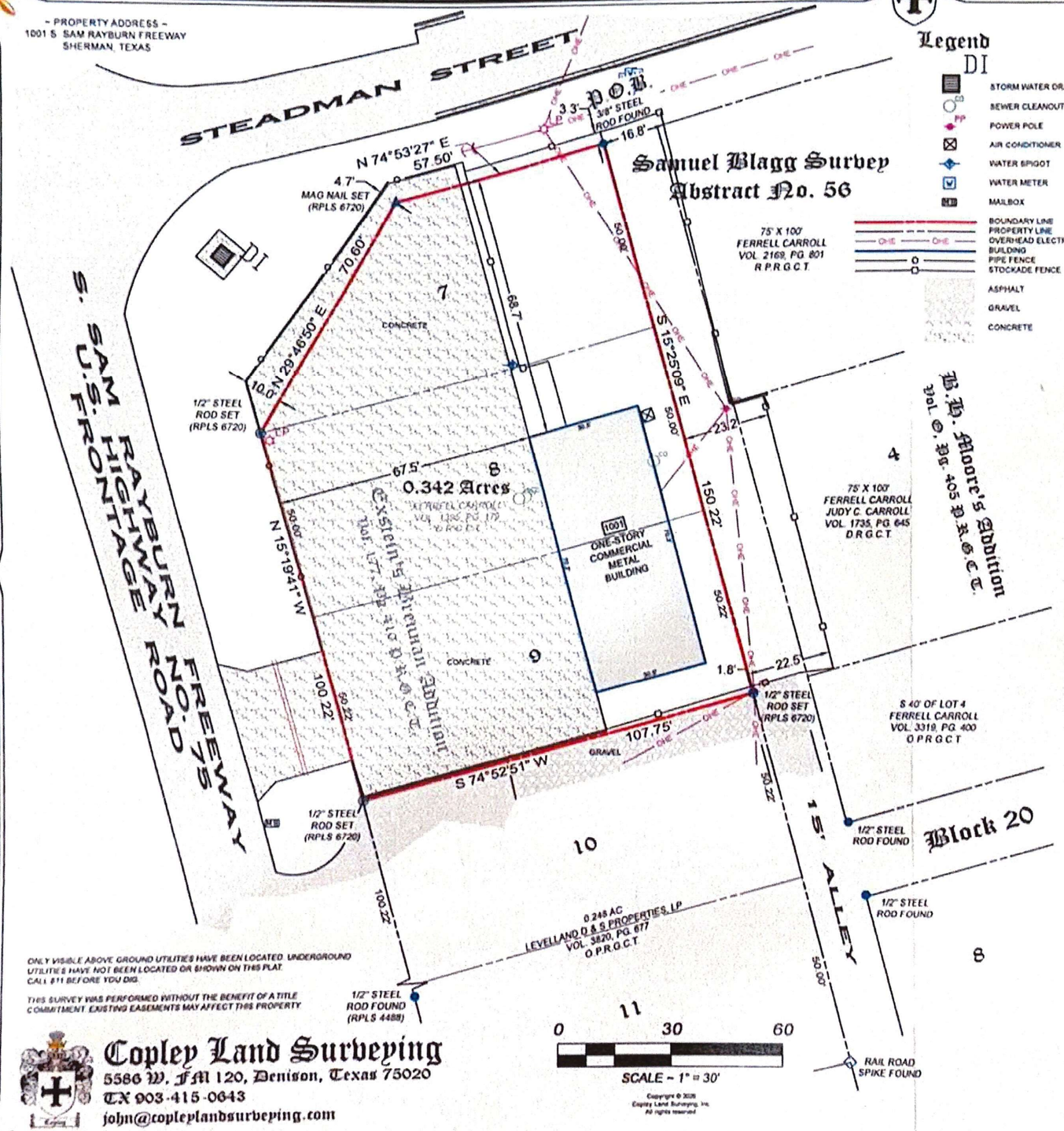
BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

CLS Job# 26040143

~ PROPERTY ADDRESS ~
1001 S. SAM RAYBURN FREEWAY
SHERMAN, TEXAS

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE (4202)



Legend

- STORM WATER DRAINAGE INLET
- SEWER CLEANOUT
- POWER POLE
- AIR CONDITIONER
- WATER SPIGOT
- WATER METER
- MAILBOX
- BOUNDARY LINE
- PROPERTY LINE
- OVERHEAD ELECTRIC
- BUILDING
- PIPE FENCE
- STOCKADE FENCE
- ASPHALT
- GRAVEL
- CONCRETE

Legal Description

Situated in the City of Sherman, County of Grayson, State of Texas, being a part of the Samuel Blagg Survey, Abstract No. 56, being a partition of Lots 7, 8 and 9 of Exsteins Brennan Addition, an addition to the City of Sherman, Texas as shown by plat of record in Volume 177, Page 410, Deed Records, Grayson County, Texas and being the same tract of land conveyed to Ferrell Carroll, by deed of record in Volume 1395, Page 179 of said Deed Records and being more particularly described by metes and bounds as follows:

Beginning at a 3/8" steel rod found in the south line of Steadman Street, and the west line of a 15' alley maintaining the northeast corner of said Lot 7, Exstein's Brennan Addition;

Thence **South 15°25'09" East**, along the east line of said Lot 7, Exstein's Brennan Addition, and the west line of said 15' alley, a distance of **150.22 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southeast corner of said Lot 9, Exstein's Brennan Addition and the common northeast corner of a 0.246 acre tract of land conveyed to Levelland D&S Properties, LP, by deed of record in Volume 3820, Page 677, Official Public Records, Grayson County, Texas and Lot 10, Exstein's Brennan Addition;

Thence **South 74°52'51" West**, along the south line of said Lot 9, Exstein's Brennan Addition and the north line of said Lot 10, Exstein's Brennan Addition, a distance of **107.75 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the east right-of-way line of U.S. Highway No. 75 and Sam Rayburn Freeway, for the southwest corner of said Carroll Tract and the northwest corner of said 0.248 acre tract;

Thence **North 15°19'41" West**, along the east right-of-way line of said U.S. Highway No. 75 and the west line of said Carroll Tract, a distance of **100.22 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 at an ell corner in the east line of said U.S. Highway No. 75 for an angle point in the west line of said Carroll Tract;

Thence **North 29°46'50" East**, continuing along the east right-of-way line of said U.S. Highway No. 75 and the west line of said Carroll Tract, a distance of **70.60 feet** to a mag nail set with an aluminum washer marked COPLEY RPLS 6720 at the intersection of the south line of said Steadman Street and the east right-of-way line of said U.S. Highway No. 75 for the northwest corner of said Carroll Tract and in the north line of said Lot 7, Exstein's Brennan Addition;

Thence **North 74°53'27" East**, along the south line of said Steadman Street, and the north line of said Lot 7, Exstein's Brennan Addition, a distance of **57.50 feet** to the **Point-of-Beginning** and containing **0.342 acres** of land.

I, John C. Copley, Registered Professional Land Surveyor, do hereby certify that a survey was made on the ground of the property legally described herein, is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way, except as shown on the plat herewith, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

John C. Copley
Registered Professional
Land Surveyor No. 6720
Firm No. 10194429
DATE OF SURVEY: 4/30/2026

STATE OF TEXAS
REGISTERED
JOHN C. COPLEY
6720
PROFESSIONAL
LAND SURVEYOR

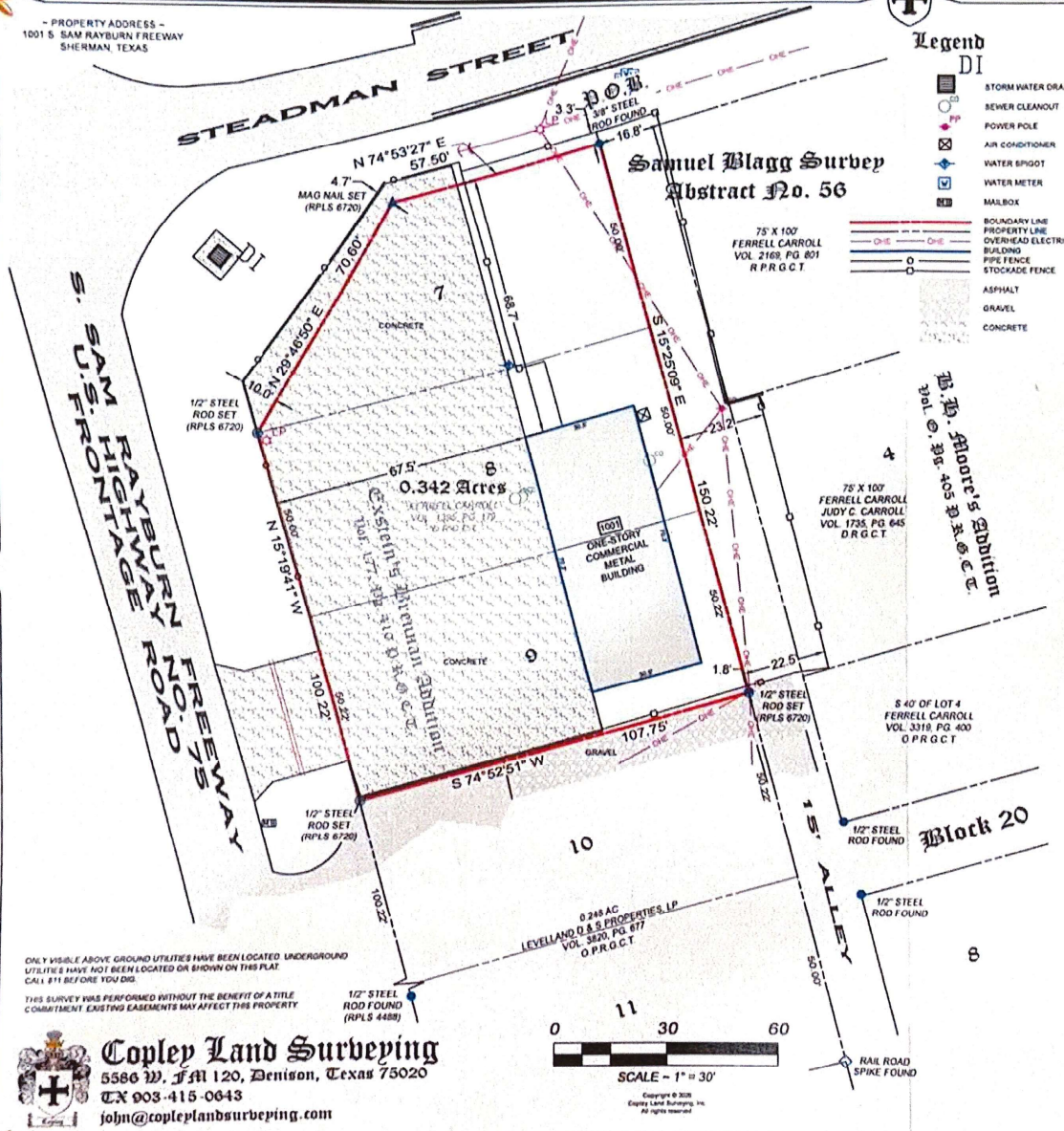
ONLY VISIBLE ABOVE GROUND UTILITIES HAVE BEEN LOCATED. UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED OR SHOWN ON THIS PLAT. CALL 811 BEFORE YOU DIG.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EXISTING EASEMENTS MAY AFFECT THIS PROPERTY.

Copley Land Surveying
5586 W. FM 120, Denison, Texas 75020
TX 903-415-0643
john@copleylandsurveying.com

Copyright © 2026
Copley Land Surveying, Inc.
All rights reserved

EXHIBIT B



Legend

- STORM WATER DRAINAGE INLET
- SEWER CLEANOUT
- POWER POLE
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~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE (4202)

CLS Job# 26040143

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Copley Land Surveying
5586 W. FM 120, Denison, Texas 75020
TX 903-415-0643
john@copleylandsurveying.com

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Legal Description

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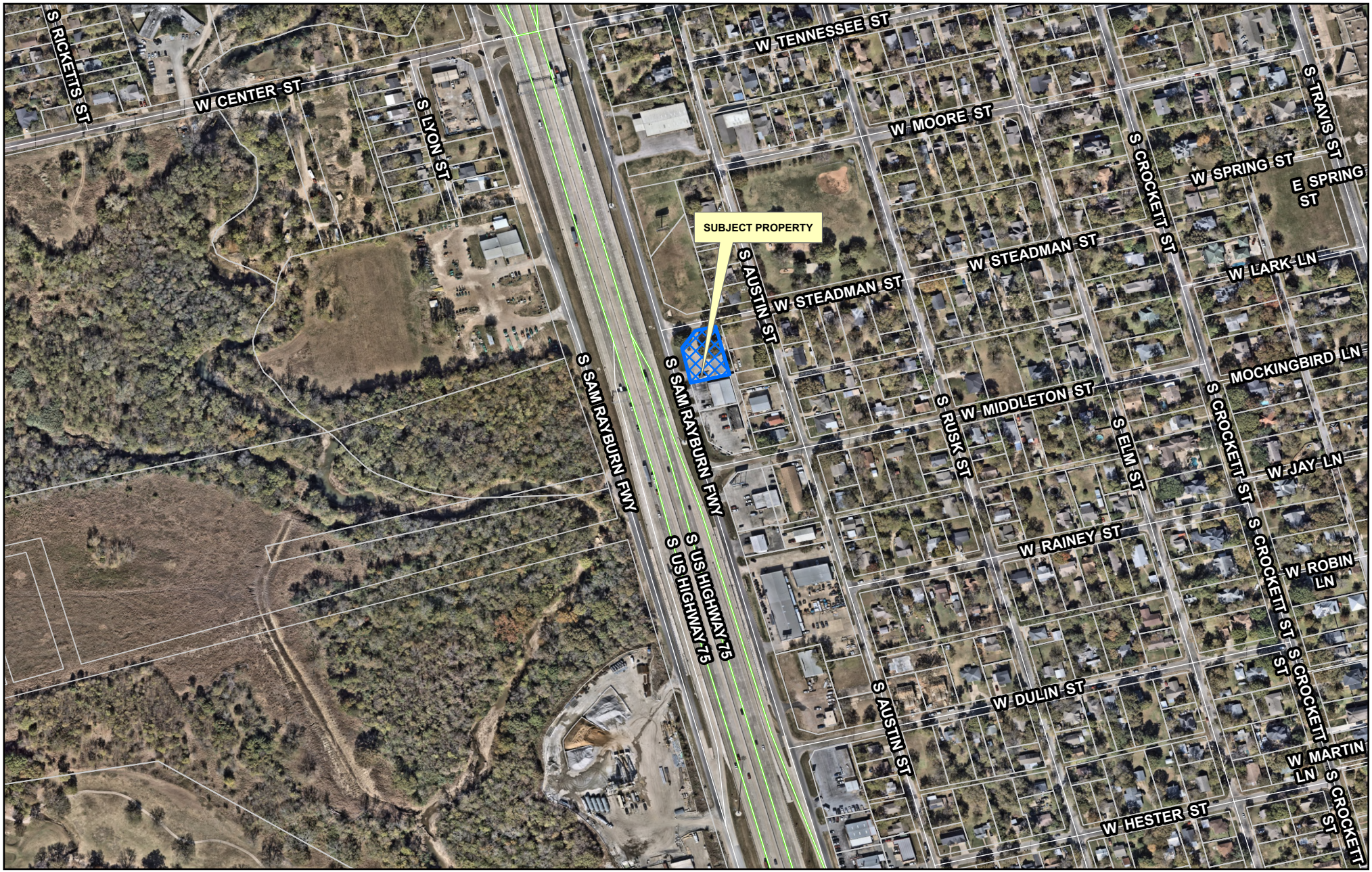
I, John C. Copley, Registered Professional Land Surveyor, do hereby certify that a survey was made on the ground of the property legally described herein, is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way, except as shown on the plat herewith, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

John C. Copley
Registered Professional
Land Surveyor No. 6720
Firm No. 10194429
DATE OF SURVEY: 4/30/2026

STATE OF TEXAS
REGISTERED
JOHN C. COPLEY
6720
PROFESSIONAL
LAND SURVEYOR



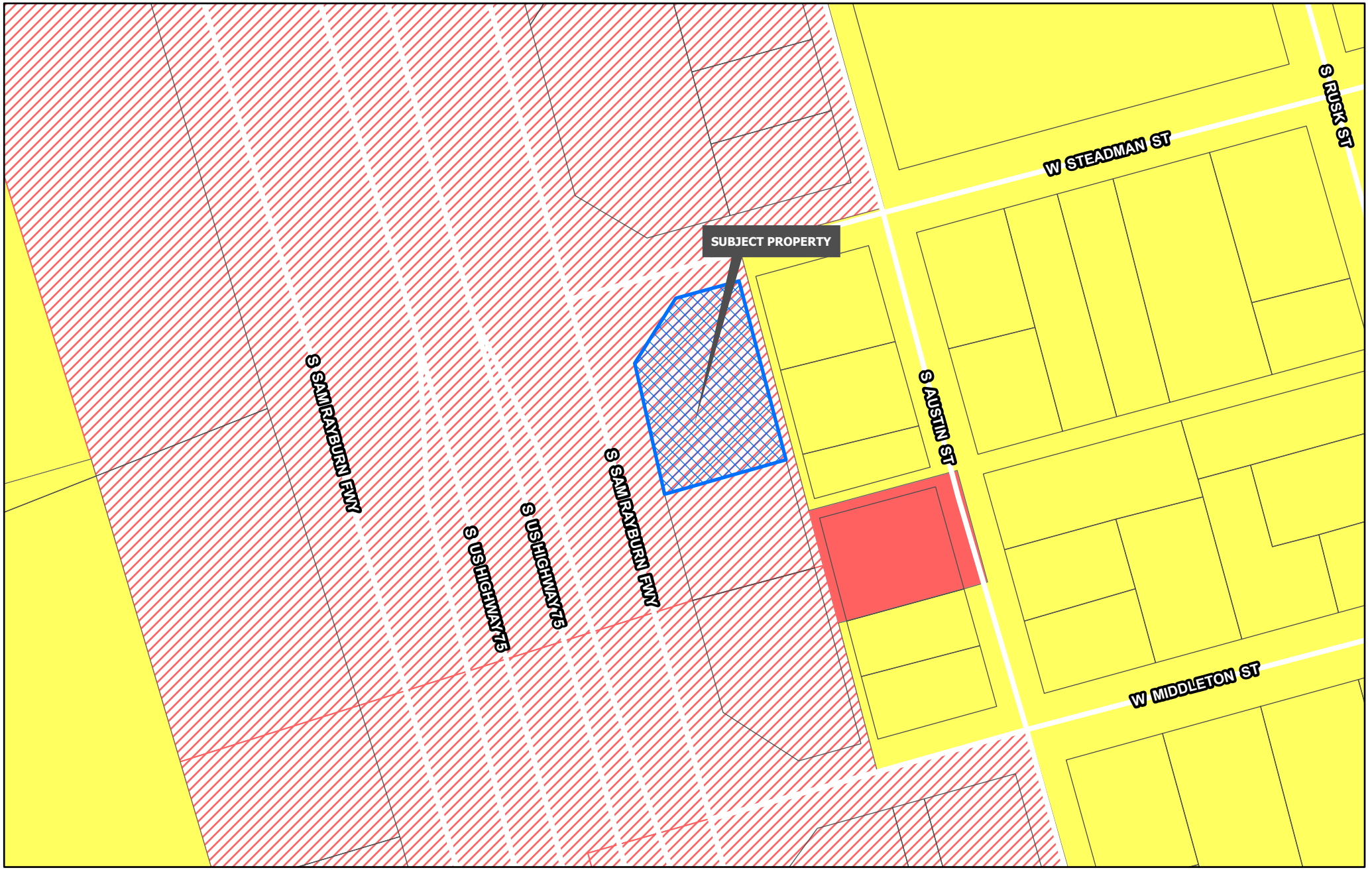
Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

CITY OF SHERMAN
LOCATION MAP
1001 S SAM RAYBURN FWY

N
W E
S

Date: 4/28/2026 9:02 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

- Planning & Zoning
- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

CITY OF SHERMAN
ZONING MAP
1001 S SAM RAYBURN FWY

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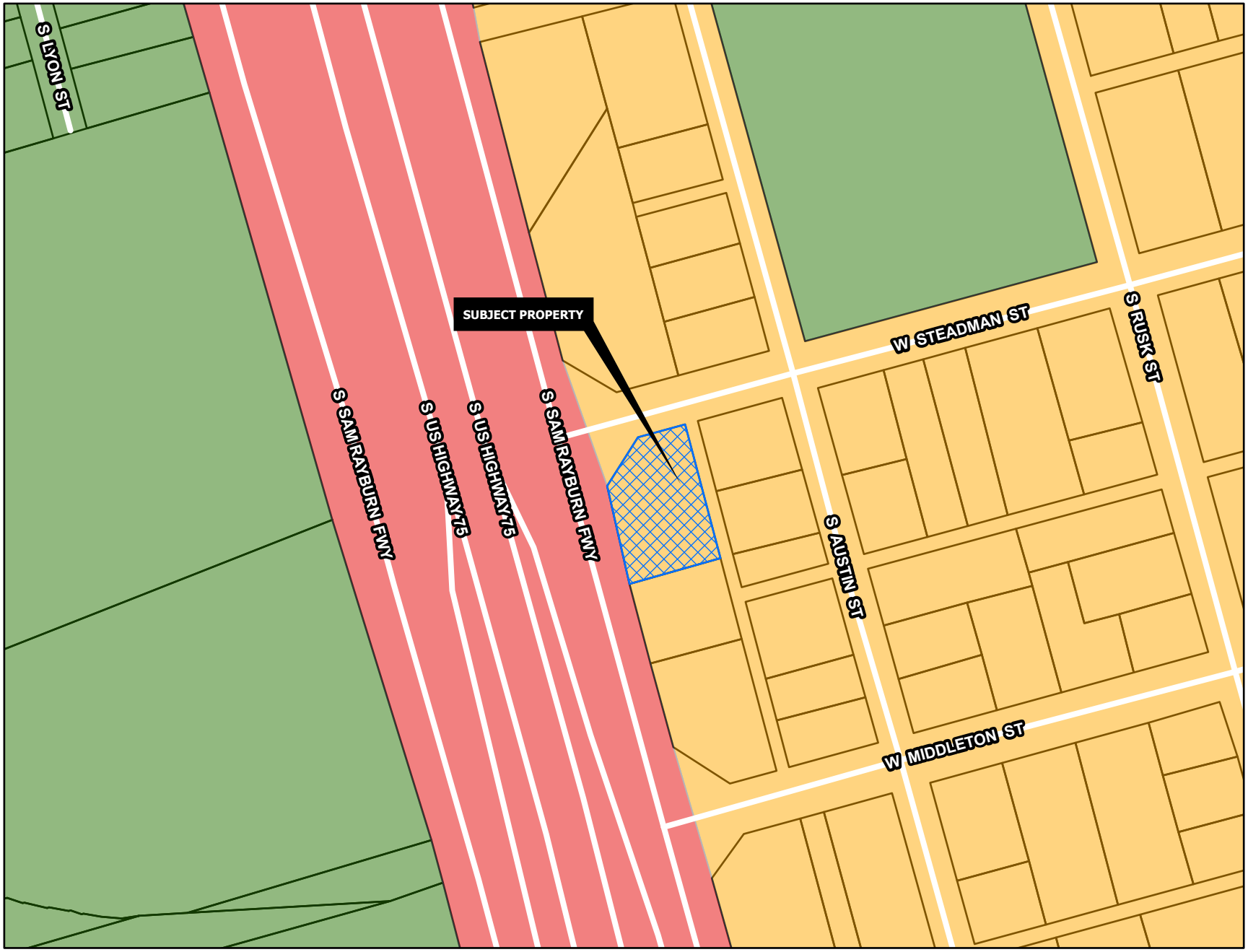
Date: 4/28/2026 9:02 AM



CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LANDUSE MAP
1001 S SAM RAYBURN FWY

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Date: 4/28/2026 9:02 AM

NOTICE OF
SPECIFIC USE PERMIT
REQUEST
PROJECT #: 000364-2026
FOR MORE INFORMATION CONTACT
DEVELOPMENT SERVICES
903-892-7310

CARROLL AUTO GROUP
1001 S. SAM RAYBURN FWY SHERMAN, TX 75090

Monday, May 4, 2026

Project Narrative

The property will be used for an automotive sales business, Carroll Auto Group, specializing in buying and selling vehicles

CARROLL

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.3.

Meeting Date: 6/15/2026

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:
INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6942
Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow Contractors Or Construction Offices, Equipment Sales, Service, Rental And Repair, With Outdoor Storage, On A Tract Of Land Zoned C-2 (General Commercial) District Located At 1916 Gallagher Drive, Consisting Of 3.996 Acres, Being Block 18 And A Part Of Block 17, Lots 20-27 Of Block 11 And Blocks 12, 13, 14, 15, 16, Town North Addition, In The Rueben Hendrix Survey, Abstract No. 504 City Of Sherman, Grayson County, Texas, Brody Starks (Owner); Shierly Ucol (Applicant); And Winkelman & Associates, Inc (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Finding And Determining That The Meeting At Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law

Issue:
Consideration of a Specific Use Permit for 3.996 acres of land located at 1916 Gallagher Drive to allow Contractors or construction offices, equipment sales, service, rental and repair, with outdoor storage in a C-2 (General Commercial) District.

Background:
The property is located at 1916 Gallagher Drive. The owner is requesting Site Plan approval and a Specific Use Permit to allow Contractors or construction offices, equipment sales, service, rental and repair, with outdoor storage.

SRS Distribution is a building supply company that offers roofing materials, shingles, roof decking, and vinyl siding. There will be approximately 20 vehicles per day for material pickups and 5 bulk truck deliveries per week at this site.

The following has been approved at this location:

- 02/16/1992- To allow a 250 gallon propane tank.
- 10/21/2014- To allow a feed store in a C-2 (General Commercial) District. ORD# 5861.

Capital Improvement Program:
N/A

Origination:
The request of Brody Starks (Owner), Shierly Ucol (Applicant), and Winkelman & Associates, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:
At the May 19, 2026, regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Specific Use Permit be approved.

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6942
2. Exhibit A
3. Exhibit B
4. Exhibit C
5. Exhibit D
6. Location Map
7. Zoning Map
8. Future Landuse Map
9. Property Notification Sign
10. Project Narrative

ORDINANCE NO. 6942

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14 AND GRANTING A SPECIFIC USE PERMIT TO ALLOW CONTRACTORS OR CONSTRUCTION OFFICES, EQUIPMENT SALES, SERVICE, RENTAL AND REPAIR, WITH OUTDOOR STORAGE, ON A TRACT OF LAND ZONED C-2 (GENERAL COMMERCIAL) DISTRICT LOCATED AT 1916 GALLAGHER DRIVE, CONSISTING OF 3.996 ACRES, BEING BLOCK 18 AND A PART OF BLOCK 17, LOTS 20-27 OF BLOCK 11 AND BLOCKS 12, 13, 14, 15, 16, TOWN NORTH ADDITION, IN THE RUEBEN HENDRIX SURVEY, ABSTRACT NO. 504 CITY OF SHERMAN, GRAYSON COUNTY, TEXAS BRODY STARKS (OWNER); SHIERLY UCOL (APPLICANT); AND WINKELMAN & ASSOCIATES, INC (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; 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 Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

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 property located at 1916 Gallagher Drive, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to allow Contractors or construction offices, equipment sales, service, rental and repair, with outdoor storage, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include on **Exhibit A – Survey**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including, but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal.
3. Sign shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
4. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
5. Outdoor storage of merchandise, equipment or materials, which is essential or incidental to the use and which is not on temporary display for the purpose of being immediately available for sale to the public at-large, shall be screened from all public thoroughfares and abutting uses. Stored merchandise shall not exceed the height of the screening device.
6. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
7. The property must be properly maintained in a state of good repair and neat appearance.
8. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
9. Route all truck traffic via the Versailles Drive entrance/exit, not Gallagher Drive.
    a. The site plan must clearly show circulation for trucks (delivery entrance/exit) versus regular vehicles (customers/employees).
10. Outdoor storage must be fully screened from adjacent properties and not visible from any street or right-of-way.
11. It shall be unlawful for any person to build or erect any barbed wire fence consisting of one (1) or more wires with barbs on them on, along or adjoining any public street, alley, or grounds within the city, or to lay any such wire or barbs on or along the top of any wooden or other fence adjoining any such street, alley, or grounds in the city, such fences being regarded as dangerous to the traveling public. *(Sec. 14.04.004(d)(6))*
    a. Remove the three-strand barbed wire.
12. Parking must adhere to Sections 14.04.003
    a. A tabulation must be provided showing the following to confirm minimum parking requirements are met:
        i. Square feet of office area
        ii. Square feet warehouse area
            1. One parking space must be provided for every 400 square feet of office area.
            2. One parking space must be provided for every 1000 square feet of warehouse area up to 20000 square feet of warehouse area
            3. One parking space must be provided for every 2000 square feet over 20000.
                a. The tabulation provided does not provide sufficient information and does not indicate sufficient parking for this use.
    b. A minimum of one (1) shade tree shall be planted in all required landscape islands. A landscaped island is provided for every twelve (12) parking stalls in a row. *(Sec. 14.04.006(d)(2)(A))*
13. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use

may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Sec. 14.06.009(a)(1)(C))*

14. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
15. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

16. Replatting of the property is required within 90 days of Specific Use Permit approval from City Council. *Code of Ordinances Chapter10.01.005; Texas Local Government Code Title 1, Sec. 212.004*
17. New drive approaches and sidewalks shall conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003(h); Engineering Design Standards Manual 2.5*

Solid Waste Services

18. Solid Waste enclosures and services shall adhere to Article 13.06 of the City of Sherman's Utility Ordinance and Section 14.04.004(d)(4)) of the City of Sherman's Zoning Ordinance.

Additional Conditions:

19. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B**.
20. The property shall be developed and used in accordance with all City Ordinances and the Landscape Plan shown in **Exhibit C.**
21. The property shall be developed and used in accordance with all City Ordinances and the Building Elevations shown in **Exhibit D**.
22. Semi-truck and delivery trucks shall use Texoma parkway and not Loy Lake Road for the operation of this business, including, but not limited to shipments and deliveries.
23. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than SRS Distribution is the owner or lessee of the Property.
24. A street perimeter landscaped buffer is required along Versailles Drive. *(Sec. 14.04.006(d)(e))*

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. 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 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 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. 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 8. 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 9. 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 10. 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 15th day of June 2026.

ADOPTED on this the 15th day of June 2026.

EFFECTIVE DATE on this the 15th day of June 2026.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

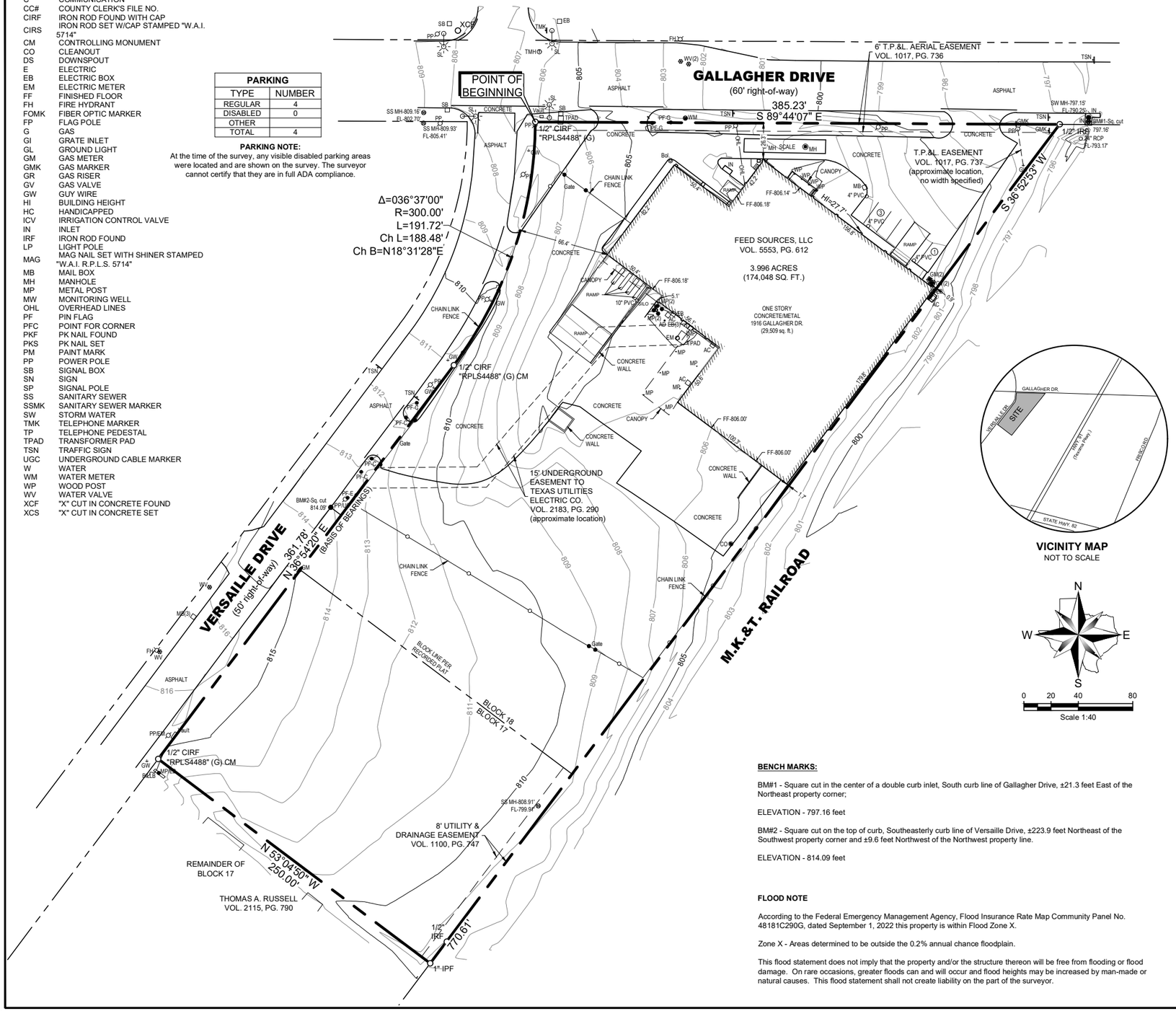
EXHIBIT A

ABBREVIATION LEGEND

ABBR.	DEFINITION
AC	AIR CONDITIONER
AD	AREA DRAIN
BILLB	BILLBOARD
Bol.	BOLLARD
C	COMMUNICATION
CC#	COUNTY CLERK'S FILE NO.
CIRF	IRON ROD FOUND WITH CAP
CIRS	IRON ROD SET W/CAP STAMPED "W.A.I. 5714"
CM	CONTROLLING MONUMENT
CO	CLEANOUT
DS	DOWNSPOUT
E	ELECTRIC
EB	ELECTRIC BOX
EM	ELECTRIC METER
FF	FINISHED FLOOR
FH	FIRE HYDRANT
FOMK	FIBER OPTIC MARKER
FP	FLAG POLE
G	GAS
GI	GRATE INLET
GL	GROUND LIGHT
GM	GAS METER
GMK	GAS MARKER
GR	GAS RISER
GV	GAS VALVE
GW	GUY WIRE
HI	BUILDING HEIGHT
HC	HANDICAPPED
ICV	IRRIGATION CONTROL VALVE
IN	INLET
IRF	IRON ROD FOUND
LP	LIGHT POLE
MAG	MAG NAIL SET WITH SHINER STAMPED "W.A.I. R.P.L.S. 5714"
MB	MAIL BOX
MH	MANHOLE
MP	METAL POST
MW	MONITORING WELL
OHL	OVERHEAD LINES
PF	PIN FLAG
PFC	POINT FOR CORNER
PKF	PK NAIL FOUND
PKS	PK NAIL SET
PM	PAINT MARK
PP	POWER POLE
SB	SIGNAL BOX
SN	SIGN
SP	SIGNAL POLE
SS	SANITARY SEWER
SSMK	SANITARY SEWER MARKER
SW	STORM WATER
TMK	TELEPHONE MARKER
TP	TELEPHONE PEDESTAL
TPAD	TRANSFORMER PAD
TSN	TRAFFIC SIGN
UGC	UNDERGROUND CABLE MARKER
W	WATER
WM	WATER METER
WP	WOOD POST
WV	WATER VALVE
XCF	"X" CUT IN CONCRETE FOUND
XCS	"X" CUT IN CONCRETE SET

PARKING	
TYPE	NUMBER
REGULAR	4
DISABLED	0
OTHER	
TOTAL	4

PARKING NOTE:
At the time of the survey, any visible disabled parking areas were located and are shown on the survey. The surveyor cannot certify that they are in full ADA compliance.



VICINITY MAP
NOT TO SCALE

BENCH MARKS:

BM#1 - Square cut in the center of a double curb inlet, South curb line of Gallagher Drive, ±21.3 feet East of the Northeast property corner;

ELEVATION - 797.16 feet

BM#2 - Square cut on the top of curb, Southeasterly curb line of Versaille Drive, ±223.9 feet Northeast of the Southwest property corner and ±9.6 feet Northwest of the Northwest property line.

ELEVATION - 814.09 feet

FLOOD NOTE

According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 48181C290G, dated September 1, 2022 this property is within Flood Zone X.

Zone X - Areas determined to be outside the 0.2% annual chance floodplain.

This flood statement does not imply that the property and/or the structure thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

PROPERTY DESCRIPTION

STATE OF TEXAS §
COUNTY OF GRAYSON §

BEING a tract of land situated in the RUEBEN HENDRIX SURVEY, ABSTRACT NO. 504, City of Sherman, Grayson County, Texas , being Block 18 and a part of Block 17, of Lots 20-27 of Blk. 11 and all of Blks. 12, 13, 14, 15, 16, of Town North Addition, and addition to the City of Sherman, Texas, according to the Replat thereof recorded in Volume 3, Page 91, Plat Records, Grayson County, Texas, and being all of the same tract of land as described in deed to Feed Sources, LLC, recorded in Volume 5553, Page 612, Deed Records, Grayson County, Texas (D.R.G.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with green plastic cap stamped "RPLS4488" found for corner at the intersection of the South right-of-way line of Gallagher Drive (60' right-of-way) and the Easterly right-of-way line of Versaille Drive (50' right-of-way);

THENCE South 89 deg 44 min 07 sec East, departing said Easterly right-of-way line and along said South right-of-way line, a distance of 385.23 feet to a 1/2-inch iron rod found for corner in the Northwesterly line of the M.K.&T. Railroad;

THENCE South 36 deg 52 min 53 sec West, departing the South right-of-way line of said Gallagher Drive and along said Northwesterly line, a distance of 770.61 feet to a 1-inch iron pipe found for corner, said iron rod being the most Easterly corner of a tract of land as described in deed to Thomas A. Russell, recorded in Volume 2115, Page 790, D.R.G.C.T.;

THENCE North 53 deg 04 min 50 sec West, departing the Northwesterly line of said M.K.&T. Railroad and along the Northeasterly line of said Thomas A. Russell tract, a distance of 250.00 feet to a 1/2-inch iron rod with green plastic cap stamped "RPLS4488" found for corner, said iron rod being the most Northerly corner of said Thomas A. Russell tract and being situated in the Southeasterly right-of-way line of said Versaille Drive;

THENCE North 36 deg 54 min 20 sec East, departing the Northeasterly line of said Thomas A. Russell tract and along said Southeasterly right-of-way line, a distance of 361.78 feet to a 1/2-inch iron rod with green plastic cap stamped "RPLS4488" found for corner and the beginning of a curve to the left having a radius of 300.00 feet, a central angle of 36 deg 37 min 00 sec, a chord bearing of North 18 deg 31 min 28 sec East and a chord length of 188.48 feet;

THENCE continuing along the Southeasterly right-of-way line of said Versaille Drive and along said curve to the left, an arc distance of 191.72 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 3.996 acres or 174,048 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 26th day of February, 2026, utilizing a G.P.S. bearing related to the Texas North Central Zone (4202), NAD 83, grid values from the City of Sherman Monuments, Geodetic Control Stations #1-103 and #1-102.

SCHEDULE "B" NOTES

Items corresponding to the Commitment for Title Insurance issued March 25, 2026 by Title Resources Guaranty Company bearing an effective date of March 23, 2026, GF# 0148218.

1. The property is subject to the following restrictive covenants of record as itemized below:

Those filed of record in Volume 1010, Page 117 and Volume 1078, Page 590, Deed Records, Grayson County, Texas.

2-10a. Intentionally omitted by Surveyor. (Not survey related items)

10b. Any matters as shown on the recorded plat of Town North Addition to the City of Sherman, Texas, filed of record in Volume 3, Page 91, Plat Records, Grayson County, Texas. (Affects, blanket)

10c. Intentionally omitted by Surveyor. (Not a survey related item)

10d. Easement to Texas Power & Light Company of record in Volume 1017, Page 736 & 737, Deed Records, Grayson County, Texas. (Affects as shown)

10e. Easement to Texas Utilities Electric Company of record in Volume 2183, Page 290, Real Property Records, Grayson County, Texas. (Affects as shown, approximate location)

10f. Mineral reservations of record in Volume 778, Page 15 (Affects, blanket) and Volume 1081, Page 678 (Affects Block 18, blanket), Deed Records, Grayson County, Texas. (Not a survey related item)

10g. Easement dedication for utility and drainage purposes of record in Volume 1100, Page 747, Deed Records, Grayson County, Texas. (Affects as shown)

10h-10i. Intentionally omitted by Surveyor. (Not survey related items)

The Surveyor has not abstracted the record title and/or easements of the subject property. The Surveyor prepared this survey with the benefit of a title commitment described above and assumes no liability for any easements, right-of-way dedications or other title matters affecting the subject property which may have been filed in the real property records but are not disclosed in said title commitment.

SURVEYOR'S CERTIFICATION

To: BUILDING SUPPLY REAL ESTATE, LLC; FEED SOURCES, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY; and Title Resources Guaranty Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2026 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 7(a), 7(b)(1), 7(c), 8, 9, 13 and 14 of Table A thereof. The fieldwork was completed on 02/26/2026.

PRELIMINARY, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Leonard J. Lueker
Registered Professional Land Surveyor
Texas Registration No. 5714
l.lueker@winkelmann.com

Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Drive, Suite 215
Dallas, Texas 75230
(972) 490-7090 www.winkelmann.com

Please note that the use of the word "CERTIFY" or "CERTIFICATE" used hereon constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

No.	DATE	REVISION	APPROV.
3	3/25/2026	title updated	LJL
2	3/23/2026	comments addressed	LJL
1	3/16/2026	title addressed	LJL

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS ■ SURVEYORS
6750 HILLCREST PLAZA DRIVE, SUITE 215 (972) 490-7090
DALLAS, TEXAS 75230 (972) 490-7099 FAX
Texas Engineers Registration No. 87
Texas Surveyors 100, 10088800 Expires 12/31/2026

RUEBEN HENDRIX SURVEY, ABSTRACT NO. 504
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

CANTEX CAPITAL
107 PITTSBURG STREET
DALLAS, TEXAS 75207

ALTA/NSPS LAND TITLE SURVEY
3.996 ACRES

Date : 03.02.26
Scale : 1:40
File : 96006-ALTA
Project No. : 96006.00

SHEET 1 OF 1

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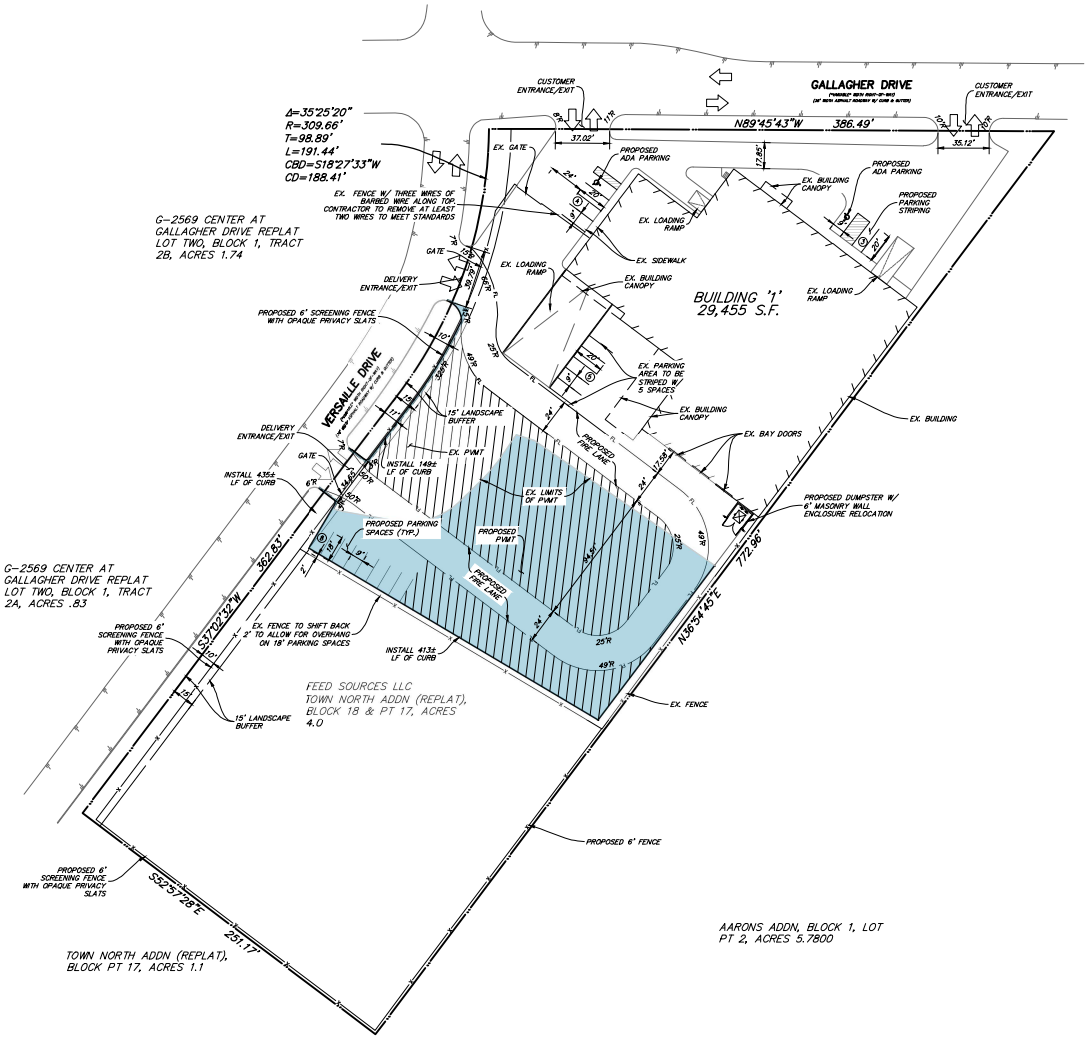
EXHIBIT B



GRAPHIC SCALE

(IN FEET)
1 Inch = 40 ft.

SITE DATA SUMMARY TABLE

ZONING	C-2 GENERAL COMMERCIAL
EXISTING USE	OFFICE/WAREHOUSE
LOT AREA (SF/ACRE)	175,050 SF / 4.019 ACRES
BUILDING AREA	29,455 SF
LOT COVERAGE	16.83%
PARKING REQUIRED	14 SPACES – 1:2000 WAREHOUSE 27,287 SF 6 SPACES – 1:400 OFFICE AREA 2,168 SF TOTAL REQUIRED PARKING: 20 SPACES
PARKING PROVIDED	20 SPACES
HANDICAP PARKING REQUIRED	1 SPACES – (1 REQ. FOR 1–25 SPACES)
HANDICAP PARKING PROVIDED	2 SPACES
PERVIOUS AREA (SF)	72,233 SF
IMPERVIOUS AREA (SF)	102,817 SF

LEGEND

- PROPERTY LINE
- SAWCUT PATH
- EX. ASPHALT PAVEMENT
- EX. BUILDING LINE
- EX. FENCE LINE
- EX. OVERHEAD ELECTRIC
- BUILDING LINE
- FENCE LINE
- RETAINING WALL
- (2) PARKING COUNT
- PROPOSED PAVEMENT: ±25,864 SF
- STORAGE AREA: 24,087 SF

NOTES:
1. COMPLIANCE WITH APPLICABLE CITY ORDINANCES, REGULATIONS, STANDARDS AND RULES AND OTHER LAWS, AS THEY EXIST OR MAY BE AMENDED, INCLUDING, BUT NOT LIMITED TO THE CITY'S ZONING ORDINANCE/CODE OF ORDINANCE CHAPTER 14.
2. FIRE ACCESS, LANES AND CODES SHALL BE COORDINATED WITH THE FIRE MARSHAL.
3. OUTDOOR STORAGE OF MERCHANDISE, EQUIPMENT OR MATERIALS, WHICH IS ESSENTIAL OR INCIDENTAL TO THE USE AND WHICH IS NOT ON TEMPORARY DISPLAY FOR THE PURPOSE OF BEING IMMEDIATELY AVAILABLE FOR SALE TO THE PUBLIC AT-LARGE, SHALL BE SCREENED FROM ALL PUBLIC THOROUGHFARES AND ABUTTING USES. STORED MERCHANDISE SHALL NOT EXCEED THE HEIGHT OF THE SCREENING DEVICE.
4. THE USE OF THE PROPERTY MUST COMPLY WITH ALL FEDERAL AND STATE LAWS AND REGULATIONS AND WITH ALL THE ORDINANCES, RULES AND REGULATIONS OF THE CITY OF SHERMAN.
5. THE PROPERTY MUST BE PROPERLY MAINTAINED IN A STATE OF GOOD REPAIR AND NEAT APPEARANCE.
6. SEMI-TRUCK AND DELIVERY TRUCKS SHALL USE TEXOMA PARKWAY AND NOT LOY LAKE ROAD FOR THE OPERATION OF THIS BUSINESS, INCLUDING, BUT NOT LIMITED TO SHIPMENTS AND DELIVERIES.

TOCS
1-800-245-4545

URBAN STRATEGY
4223 Main Street
Dallas, Texas 75226
Firm Registration #10193
TEL: 214-556-2339
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PRELIMINARY

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PREPARED UNDER THE SUPERVISION OF DOUGLAS E. BARRILLEAUX P.E.# 97518 ON 6/3/2026

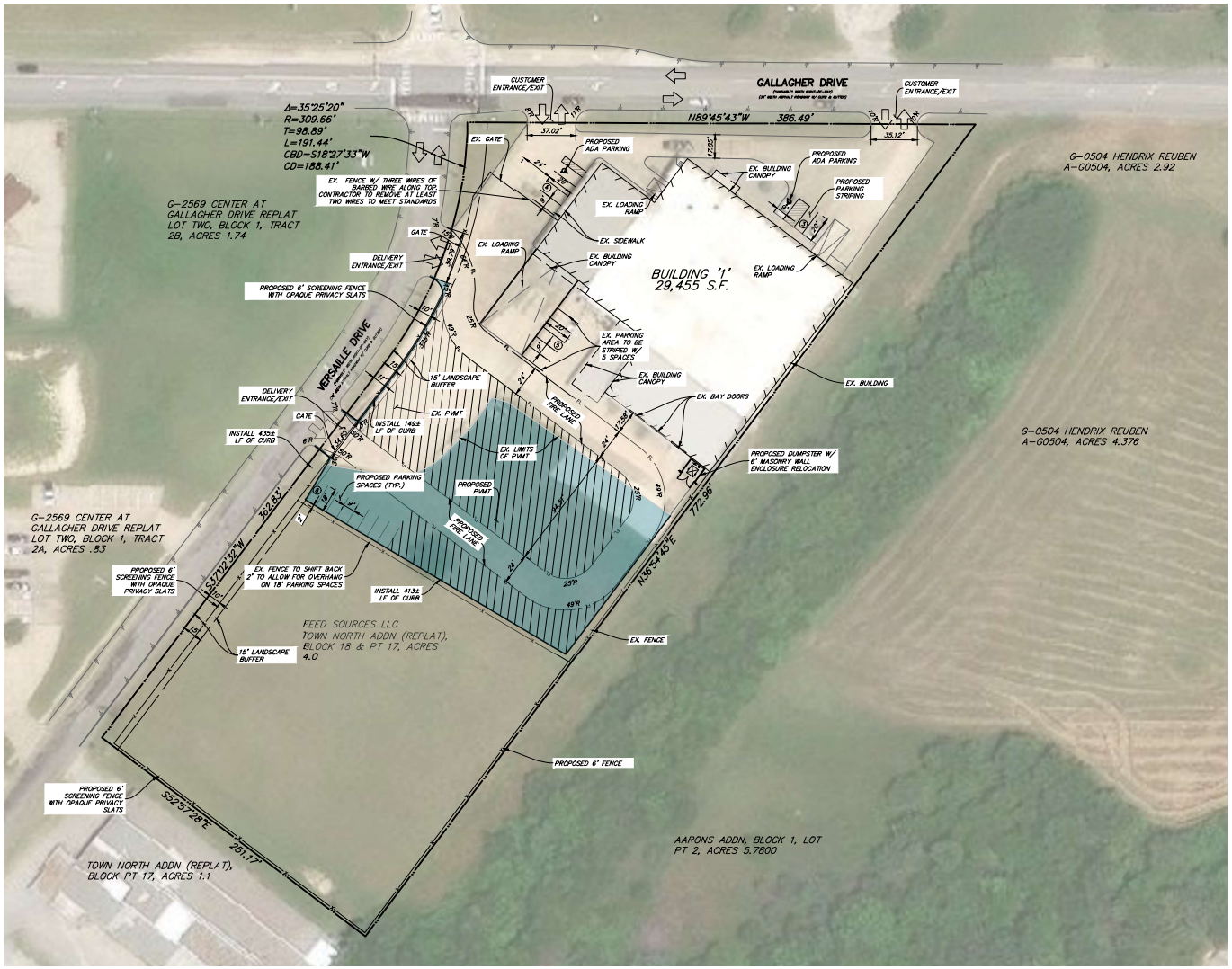
1916 GALLAGHER WAREHOUSE
1916 GALLAGHER DRIVE
PT 17, BLOCK 18
SHERMAN, GRAYSON COUNTY, TEXAS

SITE PLAN

CLIENT:	SHS DISTRIBUTION
DRAWN BY:	GJE
DESIGNER:	BTD
PM REVIEW:	DEB
U.S. PROJECT:	26106

SHEET
C05.01

REVISION | NO | DATE



TOCS
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GRAPHIC SCALE
40 0 20 40
(IN FEET)
1 Inch = 40 ft.

SITE DATA SUMMARY TABLE

ZONING	C-2 GENERAL COMMERCIAL
EXISTING USE	OFFICE/WAREHOUSE
LOT AREA (SF/ACRE)	175,050 SF / 4.019 ACRES
BUILDING AREA	29,455 SF
LOT COVERAGE	16.83%
PARKING REQUIRED	14 SPACES – 1:2000 WAREHOUSE 27,287 SF 6 SPACES – 1:400 OFFICE AREA 2,168 SF TOTAL REQUIRED PARKING: 20 SPACES
PARKING PROVIDED	20 SPACES
HANDICAP PARKING REQUIRED	1 SPACES – (1 REQ. FOR 1–25 SPACES)
HANDICAP PARKING PROVIDED	2 SPACES
PERVIOUS AREA (SF)	72,233 SF
IMPERVIOUS AREA (SF)	102,817 SF

LEGEND

- PROPERTY LINE
- SAWCUT PATH
- EX. ASPHALT PAVEMENT
- EX. BUILDING LINE
- EX. FENCE LINE
- EX. OVERHEAD ELECTRIC
- BUILDING LINE
- FENCE LINE
- RETAINING WALL
- (2) PARKING COUNT
- PROPOSED PAVEMENT: ±25,864 SF
- STORAGE AREA: 24,087 SF

NOTES:
1. COMPLIANCE WITH APPLICABLE CITY ORDINANCES, REGULATIONS, STANDARDS AND RULES AND OTHER LAWS, AS THEY EXIST OR MAY BE AMENDED, INCLUDING, BUT NOT LIMITED TO THE CITY'S ZONING ORDINANCE/CODE OF ORDINANCE CHAPTER 14.
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1916 GALLAGHER WAREHOUSE
1916 GALLAGHER DRIVE
PT 17, BLOCK 18
SHERMAN, GRAYSON COUNTY, TEXAS

SITE PLAN - AERIAL

CLIENT:	SHS DISTRIBUTION
DRAWN BY:	GJE
DESIGNER:	BTD
PM REVIEW:	DEB
U.S. PROJECT:	26106

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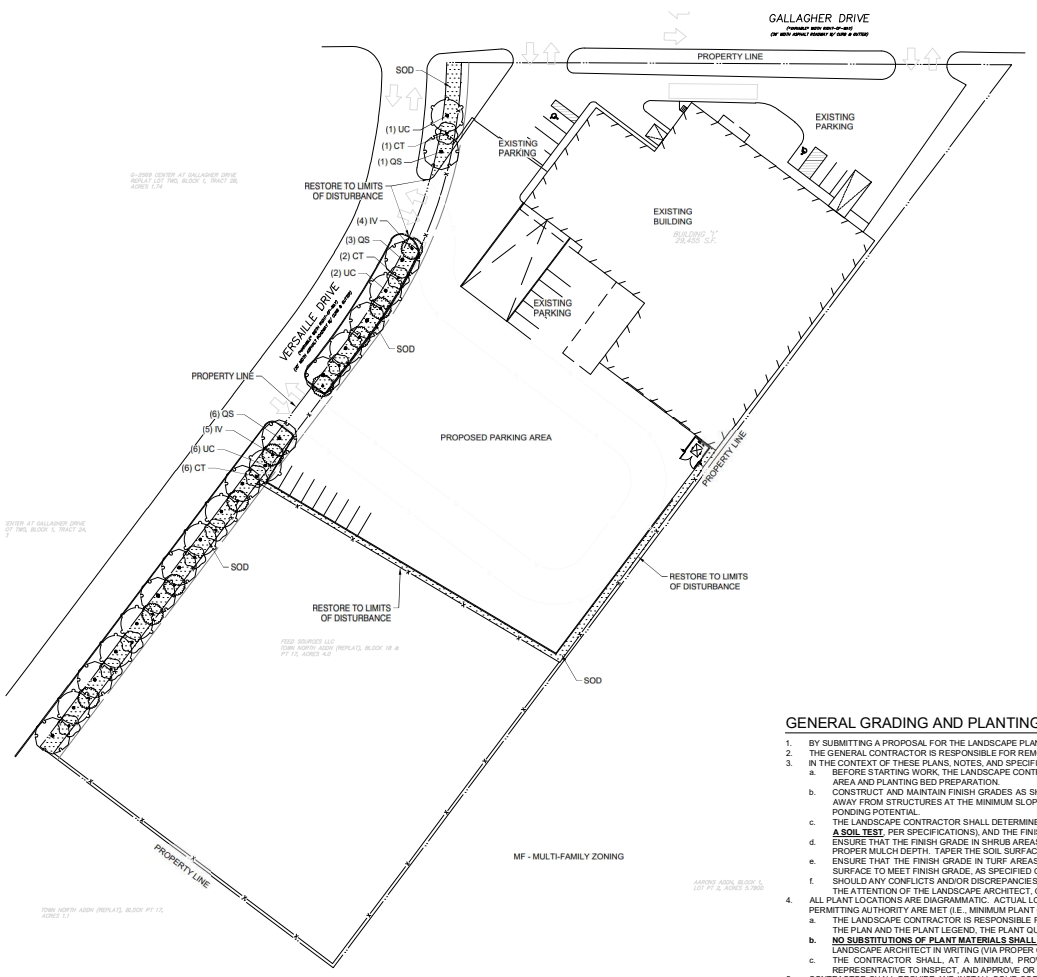
C05.02

NO	DATE	REVISION

EXHIBIT C



LANDSCAPE CALCULATIONS

LANDSCAPE AREA
City of Sherman, Texas
Zone: C-2 General Commercial

STREET BUFFER:
Versailles Drive Frontage: 554 lf

Buffer Required:	8,310 sf (15' Wide x 554 lf)
Shade Trees Required:	18 Trees (2 Shade trees per 1000 sf of buffer area)
Shade Trees Provided:	18 Trees
Ornamental Trees Required:	18 Trees (2 Ornamental trees per 1000 sf of buffer area)
Ornamental Trees Provided:	18 Trees
No More Than 25% of a Single Plant Species:	Provided

06/03/2026

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	REMARKS
TREES					
	CT	9	CERCIS CANADENSIS TEXENSIS / TEXAS REDBUD	2" CAL.	STREET TREE
	IV	9	ILEX VOMITORIA / YAUPON HOLLY	2" CAL.	STREET TREE
	QS	10	QUERCUS SHUMARDII / SHUMARD OAK	3" CAL.	STREET TREE
	UC	9	ULMUS CRASSIFOLIA / CEDAR ELM	3" CAL.	STREET TREE 1 PARKING TREE
GROUND COVERS					
	SOD	6,444 SF	CYNODON DACTYLON 'TIF TUF' / TIFTUF BERMUDAGRASS	SOD	

GENERAL GRADING AND PLANTING NOTES

1. BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ, AND WILL COMPLY WITH, THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
2. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN).
3. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
   a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
   b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
   c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (**BASED ON A SOIL TEST**, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
   d. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
   e. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
   f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
4. ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
   a. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE.
   b. **NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT.** IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
   c. THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER/OWNER'S REPRESENTATIVE TO INSPECT, AND APPROVE OR REJECT, ALL PLANTS DELIVERED TO THE JOBSITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
5. CONTRACTOR SHALL PROVIDE AND INSTALL SOLID SOD IN ALL RIGHT-OF-WAYS AND PARKWAYS (UNLESS NOT ALLOWED BY THE LOCAL JURISDICTION) AND SHALL PROVIDE WATERING AND MAINTENANCE UNTIL THE TURF IS ESTABLISHED AND HAS BEEN ACCEPTED BY OWNER.
6. THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD.
7. AFTER FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, CONTRACTOR IS TO PROVIDE SUGGESTED MAINTENANCE, WATERING SCHEDULE, WEEDING SCHEDULE, AND FERTILIZATION SCHEDULE.
8. SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 2" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH, NATURAL (UNDYED), OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDED AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE "GENERAL GRADING AND PLANTING NOTES" AND SPECIFICATIONS).

ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING, CURBS, WATER, STORM, OR SANITARY SEWER UTILITIES. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

PLANTING & IRRIGATION GUARANTEE

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE THAT ALL NEWLY INSTALLED AND EXISTING PLANTS SHALL SURVIVE FOR ONE YEAR AFTER FINAL OWNER ACCEPTANCE OF THE INSTALLATION WORK. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR APPROPRIATE WATERING OF THE LANDSCAPE THROUGH INSTALLATION OF A PROPERLY DESIGNED IRRIGATION SYSTEM. THE OWNER SHALL APPROVE THE SYSTEM DESIGN BEFORE INSTALLATION OF PLANTS OR IRRIGATION.

IRRIGATION CONCEPT

1. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL BY THE TIME OF FINAL INSPECTION. THE ENTIRE IRRIGATION SYSTEM SHALL BE INSTALLED BY A LICENSED AND QUALIFIED IRRIGATION CONTRACTOR.
2. THE IRRIGATION SYSTEM WILL OPERATE ON POTABLE WATER, AND THE SYSTEM WILL HAVE APPROPRIATE BACKFLOW PREVENTION DEVICES INSTALLED TO PREVENT CONTAMINATION OF THE POTABLE SOURCE.
3. ALL NON-TURF PLANTED AREAS SHALL BE DRIP IRRIGATED. SODDED AND SEEDED AREAS SHALL BE IRRIGATED WITH SPRAY OR ROTOR HEADS AT 100% HEAD-TO-HEAD COVERAGE.
4. ALL PLANTS SHARING SIMILAR HYDROZONE CHARACTERISTICS SHALL BE PLACED ON A VALVE DEDICATED TO PROVIDE THE NECESSARY WATER REQUIREMENTS SPECIFIC TO THAT HYDROZONE.
5. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED, TO THE MAXIMUM EXTENT POSSIBLE, TO CONSERVE WATER BY USING THE FOLLOWING DEVICES AND SYSTEMS: MATCHED PRECIPITATION RATE TECHNOLOGY ON ROTOR AND SPRAY HEADS (WHEREVER POSSIBLE), RAIN SENSORS, AND MULTI-PROGRAM COMPUTERIZED IRRIGATION CONTROLLERS FEATURING SENSORY INPUT CAPABILITIES.

CONTRACTOR TO VERIFY ELEVATION AND LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY NEW CONSTRUCTION

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PREPARED UNDER THE SUPERVISION OF DOUGLAS E. BARRILLEAUX P.E.# 97516 ON 6/3/2026

1916 GALLAGHER WAREHOUSE
1916 GALLAGHER DRIVE
PT. 17, BLOCK 18
SHERMAN, GRAYSON COUNTY, TEXAS

LANDSCAPE PLANTING PLAN

NO	DATE	REVISION

CLIENT: BRE DB Retailco
DRAWN BY: JK
DESIGNER: JK
REVIEWER: CS
U.S. PROJECT: 281056

SHEET
LP-1

PLANTING SPECIFICATIONS

GENERAL

A. QUALIFICATIONS OF LANDSCAPE CONTRACTOR
1. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING.
2. A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES.
3. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID NURSERY AND FLORAL CERTIFICATE ISSUED BY THE TEXAS DEPARTMENT OF AGRICULTURE, AS WELL AS OPERATE UNDER A COMMERCIAL PESTICIDE APPLICATOR LICENSE ISSUED BY EITHER THE TEXAS DEPARTMENT OF AGRICULTURE OR THE TEXAS STRUCTURAL PEST CONTROL BOARD.
3. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID CONTRACTOR'S LICENSE ISSUED BY THE APPROPRIATE LOCAL JURISDICTION.

B. SCOPE OF WORK
1. WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND / OR SHOWN ON THE LANDSCAPE PLANS, NOTES, AND DETAILS.
2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.
3. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

PRODUCTS

A. ALL MANUFACTURED PRODUCTS SHALL BE NEW.
B. CONTAINER AND BALLED-AND-BURLAPPED PLANTS:
1. FURNISH NURSERY-GROWN PLANTS COMPLYING WITH ANSI Z60.1-2014. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE, AND WITH SIMILAR CLIMACTIC CONDITIONS.
2. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).
3. TREES MAY BE PLANTED FROM CONTAINERS OR BALLED-AND-BURLAPPED (B&B), UNLESS SPECIFIED ON THE PLANTING LEGEND. BARE-ROOT TREES ARE NOT ACCEPTABLE.
4. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND REPLACED WITH A SUITABLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT AND OWNER SHALL BE THE SOLE JUDGES AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
5. ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
6. CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER.
7. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL. WHERE CALIPER MEASUREMENTS ARE USED, THE CALIPER SHALL BE CALCULATED AS ONE-HALF OF THE SUM OF THE CALIPER OF THE THREE LARGEST TRUNKS.
8. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED.
C. SOD: PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.
D. SEED: PROVIDE BLEND OF SPECIES AND VARIETIES AS NOTED ON THE PLANS, WITH MAXIMUM PERCENTAGES OF PURITY, GERMINATION, AND MINIMUM PERCENTAGE OF WEED SEED AS INDICATED ON PLANS. EACH BAG OF SEED SHALL BE ACCOMPANIED BY A TAG FROM THE SUPPLIER INDICATING THE COMPOSITION OF THE SEED.
E. TOPSOIL: SANDY TO CLAY LOAM TOPSOIL FREE OF STONES LARGER THAN ½ INCH, FOREIGN MATTER, PLANTS, ROOTS, AND SEEDS.
F. COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 8; MOISTURE CONTENT 35 TO 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH 3/4-INCH SIEVE; SOLUBLE SALT CONTENT OF 5 TO 10 DECISIEMENS/M; NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS. NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED.
G. PLANTING MIX FOR POTS. AN EQUAL PART MIXTURE OF TOPSOIL SAND AND COMPOST. INCORPORATE "GELSCAPE", AS MADE BY AMEREQ, INC., (800) 832-8788, AT THE RATE OF 3 LB. PER CUBIC YARD OF PLANTING MIX.
H. FERTILIZER: GRANULAR FERTILIZER CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS, AMOUNTS, AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED SOIL-TESTING AGENCY (SEE BELOW).
I. PALM MAINTENANCE GROCE SPIKES: AS MANUFACTURED BY THE LUTZ CORP, (800) 203-7740, OR APPROVED EQUAL.
J. MULCH: SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS.
K. TREE STAKING AND GUYING
1. STAKES: 6' LONG GREEN METAL T-POSTS.
2. GUY AND TIE WIRE: ASTM A 641, CLASS 1, GALVANIZED-STEEL WIRE, 2-STRAND, TWISTED, 0.106 INCH DIAMETER.
3. STRAP CHAFING GUARD: REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE.
L. STEEL EDGING: PROFESSIONAL STEEL EDGING, 14 GAUGE THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN. ACCEPTABLE MANUFACTURERS INCLUDE COL-MET OR APPROVED EQUAL.
M. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

METHODS

A. SOIL PREPARATION
1. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.
2. SOIL TESTING:
a. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES FROM THE PROJECTS LANDSCAPE AREAS TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY. EACH SAMPLE SUBMITTED TO THE LAB SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL, TAKEN FROM BETWEEN THE SOIL SURFACE AND 6" DEPTH. IF NO SAMPLE LOCATIONS ARE INDICATED ON THE PLANS, THE CONTRACTOR SHALL TAKE A MINIMUM OF THREE SAMPLES FROM VARIOUS REPRESENTATIVE LOCATIONS FOR TESTING.
b. THE CONTRACTOR SHALL HAVE THE SOIL TESTING LABORATORY PROVIDE RESULTS FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT.
c. THE CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES.
d. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): SEPARATE SOIL PREPARATION AND BACKFILL MIX RECOMMENDATIONS FOR GENERAL ORNAMENTAL PLANTS, XERIC PLANTS, TURF, AND NATIVE SEED, AS WELL AS PRE-PLANT FERTILIZER APPLICATIONS AND RECOMMENDATIONS FOR ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
3. THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.
4. FOR BIDDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:
a. TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 6" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING.
i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
ii. PREPLANT TURF FERTILIZER (10-20-10 OR SIMILAR, SLOW RELEASE, ORGANIC) - 15 LBS PER 1,000 S.F.
iii. "CLAY BUSTER OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
b. TREES, SHRUBS, AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
ii. 12-12-12 FERTILIZER (OR SIMILAR, ORGANIC, SLOW RELEASE) - 10 LBS. PER CU. YD.
iii. "CLAY BUSTER OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
iv. IRON SULPHATE - 2 LBS. PER CU. YD.
5. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AT A MINIMUM PONDING POTENTIAL.
c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST REPORT, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
d. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 2" BELOW THE ADJACENT FINISH SURFACE. IN ORDER TO ALLOW FOR PROPER MULCH DEPTH, TAPER THE SOIL SURFACE TO MEET FINISH GRADE AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
e. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS ½" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
6. ONCE SOIL PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP 6" OF SOIL.

B. SUBMITTALS
1. THE CONTRACTOR SHALL PROVIDE SUBMITTALS AND SAMPLES, IF REQUIRED, TO THE LANDSCAPE ARCHITECT, AND RECEIVE APPROVAL IN WRITING FOR SUCH SUBMITTALS BEFORE WORK COMMENCES.
2. SUBMITTALS SHALL INCLUDE PHOTOS OF PLANTS WITH A RULER OR MEASURING STICK FOR SCALE; PHOTOS OR SAMPLES OF ANY REQUIRED MULCHES, AND SOIL TEST RESULTS AND PREPARATION RECOMMENDATIONS FROM THE TESTING LAB (INCLUDING COMPOST AND FERTILIZER RATES AND TYPES, AND OTHER AMENDMENTS FOR TREE/SHRUB, TURF, AND SEED AREAS AS MAY BE APPROPRIATE).
3. SUBMITTALS SHALL ALSO INCLUDE MANUFACTURER CUT SHEETS FOR PLANTING ACCESSORIES SUCH AS TREE STAKES AND TIES, EDGING, AND LANDSCAPE FABRICS (IF ANY).
4. WHERE MULTIPLE ITEMS ARE SHOWN ON A PAGE, THE CONTRACTOR SHALL CLEARLY INDICATE THE ITEM BEING CONSIDERED.

C. GENERAL PLANTING
1. REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.
2. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.
3. TRENCHING NEAR EXISTING TREES.
a. CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK, WITH A RADIUS EQUAL TO 1' FOR EVERY 1" OF TRUNK DIAMETER-AT-BREAST-HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK).
b. ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.
c. ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER. WHERE TREE ROOTS 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. WRAP EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS.
d. ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS.

D. TREE PLANTING
1. TREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL, AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES.
2. SCARIFY THE SIDES AND BOTTOM OF THE PLANTING HOLE PRIOR TO THE PLACEMENT OF THE TREE. REMOVE ANY GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE.
3. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS, THE CONTRACTOR SHALL SHAVE A ½" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL.
4. INSTALL THE TREE SO THAT UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.
5. BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, USE SUITABLE TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURAL CLASS AND COMPOSITION IN THE ON-SITE SOIL.
6. TREES SHALL NOT BE STAKED UNLESS LOCAL CONDITIONS (SUCH AS HEAVY WINDS OR SLOPES) REQUIRE STAKES TO KEEP TREES UPRIGHT. SHOULD STAKING BE REQUIRED, THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUMS LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES:
a. 1"-2" TREES — TWO STAKES PER TREE
b. 2-1/2"-4" TREES — THREE STAKES PER TREE
c. TREES OVER 4" CALIPER — GUY AS NEEDED
d. MULTI-TRUNK TREES — THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE
e. #15 CONT. - 24" BOX TREES — TWO STAKES PER TREE
f. 36"-48" BOX TREES — THREE STAKES PER TREE
g. OVER 48" BOX TREES — GUY AS NEEDED
h. MULTI-TRUNK TREES — THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE
7. UPON COMPLETION OF PLANTING, CONSTRUCT AN EARTH WATERING BASIN AROUND THE TREE. COVER THE INTERIOR OF THE TREE RING WITH THE WEED BARRIER CLOTH AND TOPDRESS WITH MULCH (TYPE AND DEPTH PER PLANS).

E. SHRUB, PERENNIAL, AND GROUNDCOVER PLANTING
1. DIG THE PLANTING HOLES TWICE AS WIDE AND 2" LESS DEEP THAN EACH PLANT'S ROOTBALL. INSTALL THE PLANT IN THE HOLE. BACKFILL AROUND THE PLANT WITH SOIL AMENDED PER SOIL TEST RECOMMENDATIONS.
2. INSTALL THE WEED BARRIER CLOTH, OVERLAPPING IT AT THE ENDS. UTILIZE STEEL STAPLES TO KEEP THE WEED BARRIER CLOTH IN PLACE.
3. WHEN PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING BEDS, COVERING THE ENTIRE PLANTING AREA.

F. SODDING
1. SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN.
2. LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN.
3. LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS - DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES.
4. ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SODS ROOT SYSTEM WITH THE SOIL UNDERNEATH.
5. WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD.

G. HYDROMULCHING
1. TURF HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS:
a. WINTER MIX (OCTOBER 1 - MARCH 31)
50# CELLULOSE FIBER MULCH
2# UNHULLED BERMUDA SEED
2# ANNUAL RYE SEED
15# 15-15-15 WATER SOLUBLE FERTILIZER
b. SUMMER MIX (APRIL 1 - SEPTEMBER 30)
50# CELLULOSE FIBER MULCH
2# HULLED BERMUDA SEED
15# 15-15-15 WATER SOLUBLE FERTILIZER
2. SEED HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS:
a. GENERAL:
50# CELLULOSE FIBER MULCH
15# 15-15-15 WATER SOLUBLE FERTILIZER
SEED RATE PER LEGEND

H. DRILL SEEDING
1. ALL SEED SHALL BE DRILL SEEDED AT THE RATES SHOWN ON THE PLANS, WITH A HYDROMULCH MIX APPLIED AFTER SEEDING.
2. THE HYDROMULCH MIX (PER 1,000 SF) SHALL BE AS FOLLOWS:
50# CELLULOSE FIBER MULCH
15# 15-15-15 WATER SOLUBLE FERTILIZER
4# ORGANIC BINDER

I. MULCH
1. INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE, IN ALL PLANTING AREAS AND TREE RINGS.
2. DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE AND WITHIN 24" OF HABITABLE STRUCTURES, EXCEPT AS MAY BE NOTED ON THESE PLANS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12"OF WALLS SHALL BE AT LEAST 9" LOWER THAN THE TOP OF WALL.

J. CLEAN UP
1. DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION.
2. DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.

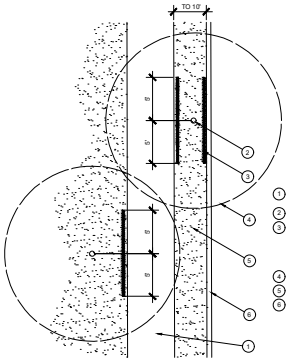
K. INSPECTION AND ACCEPTANCE
1. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.
2. WHEN THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.
3. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.

L. LANDSCAPE MAINTENANCE
1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETTING OF PLANTS THAT HAVE SETTLED, MOWING AND AERATION OF LAWNS, WATERING, RESEEDING AREAS WHICH HAVE NOT GERMINATED WELL, TREATING FOR INSECTS AND DISEASES,REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER WITH SCHEDULING ADJUSTMENTS BY SEASON TO MANAGE WATER CONSERVATION.
2. SHOULD SEEDED AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL HEALTHY STAND OF PLANTS AT NO ADDITIONAL COST TO THE OWNER.
3. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
a. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
b. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
c. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW HEALTHY GROWTH. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESODDED OR RESEEDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.

M. WARRANTY PERIOD, PLANT GUARANTEE AND REPLACEMENTS
1. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, SEEDED/HYDROMULCHED AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
2. AFTER THE INITIAL MAINTENANCE PERIOD AND DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH CANNOT BE ATTRIBUTED DIRECTLY TO OVERWATERING OR OTHER DAMAGE BY HUMAN ACTIONS.

N. PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDA, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.

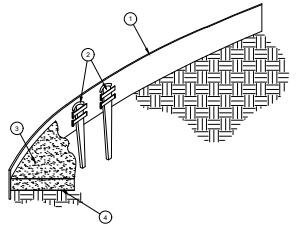
OPEN LANDSCAPE — PARKWAY OR ISLAND



1. TYPICAL WALKWAY OR PAVING
2. TREE TRUNK
3. LINEAR ROOT BARRIER MATERIAL. SEE PLANTING NOTES FOR TYPE AND MANUFACTURER. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
4. TREE CANOPY
5. TYPICAL PLANTING AREA
6. TYPICAL CURB AND GUTTER

NOTES:
1) INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS.
2) BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

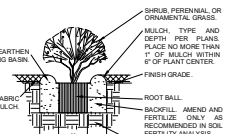
F ROOT BARRIER - PLAN VIEW
SCALE: NOT TO SCALE



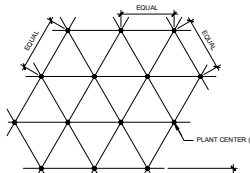
1. ROLLED-TOP STEEL EDGING PER PLANS.
2. TAPERED STEEL STAKES.
3. MULCH, TYPE AND DEPTH PER PLANS.
4. FINISH GRADE.

NOTES:
1) INSTALL EDGING SO THAT STAKES WILL BE ON INSIDE OF PLANTING BED.
2) BOTTOM OF EDGING SHALL BE BURIED A MINIMUM OF 1" BELOW FINISH GRADE.
3) TOP OF MULCH SHALL BE 1" LOWER THAN TOP OF EDGING.

E STEEL EDGING
SCALE: NOT TO SCALE



D SHRUB/GROUNDCOVER PLANTING
SCALE: NTS



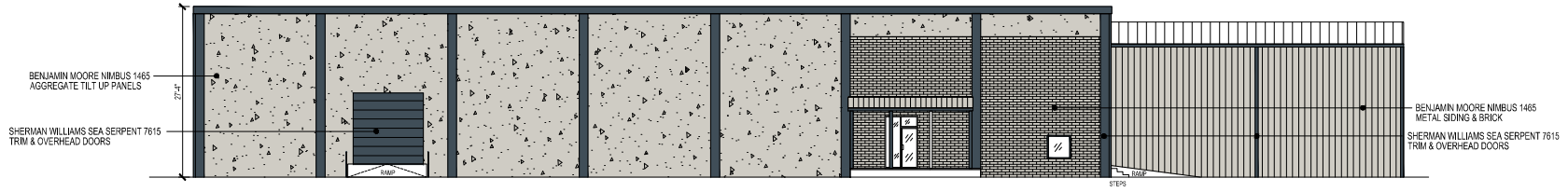
NOTE: ALL PLANTS SHALL BE PLANTED AT EQUAL TRIANGULAR SPACING (EXCEPT WHERE SHOWN ON PLANS AS INFORMAL GROUPINGS). REFER TO PLANT LEGEND FOR SPACING DISTANCE BETWEEN PLANTS.

1) STEP 1: DETERMINE TOTAL PLANTS FOR THE AREA WITH THE FOLLOWING FORMULA:
TOTAL AREA / AREA DIVIDER = TOTAL PLANTS

PLANT SPACING	AREA DIVIDER	PLANT SPACING	AREA DIVIDER
6"	0.22	18"	1.95
8"	0.39	24"	3.46
10"	0.60	30"	5.41
12"	0.87	36"	7.79
15"	1.35		

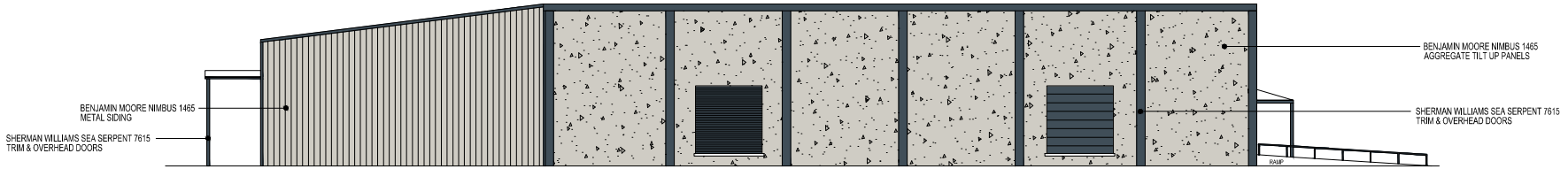
2) STEP 2: SUBTRACT THE ROW (S) OF PLANTS THAT WOULD OCCUR AT THE EDGE OF THE PLANTED AREA WITH THE FOLLOWING FORMULA:
TOT

EXHIBIT D

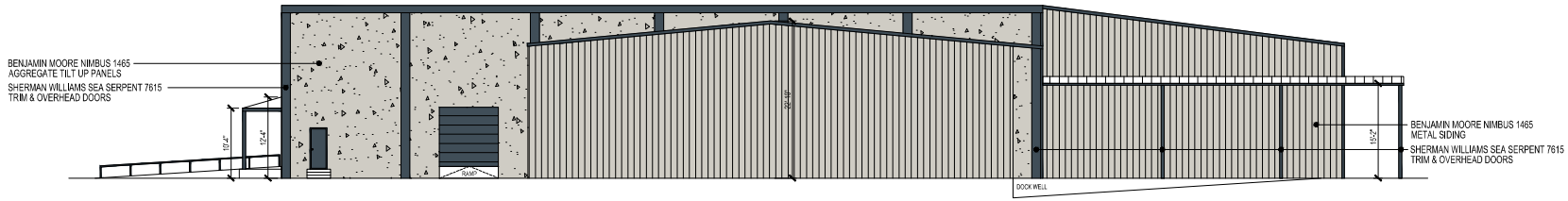


NORTH ELEVATION

SOUTH ELEVATION

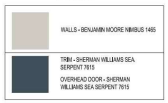


EAST ELEVATION



WEST ELEVATION

LEGEND



CLIENT:

PROJECT: 1916 GALLAGHER DRIVE SHERMAN, TECAS

TITLE: ELEVATIONS

SCALE: 1/8" = 1'-0" (when printed on 30x42 paper)

DATE: 3/30/26

REVISION: 1

SHEET: A-1

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

CITY OF SHERMAN
LOCATION MAP
1916 GALLAGHER DR

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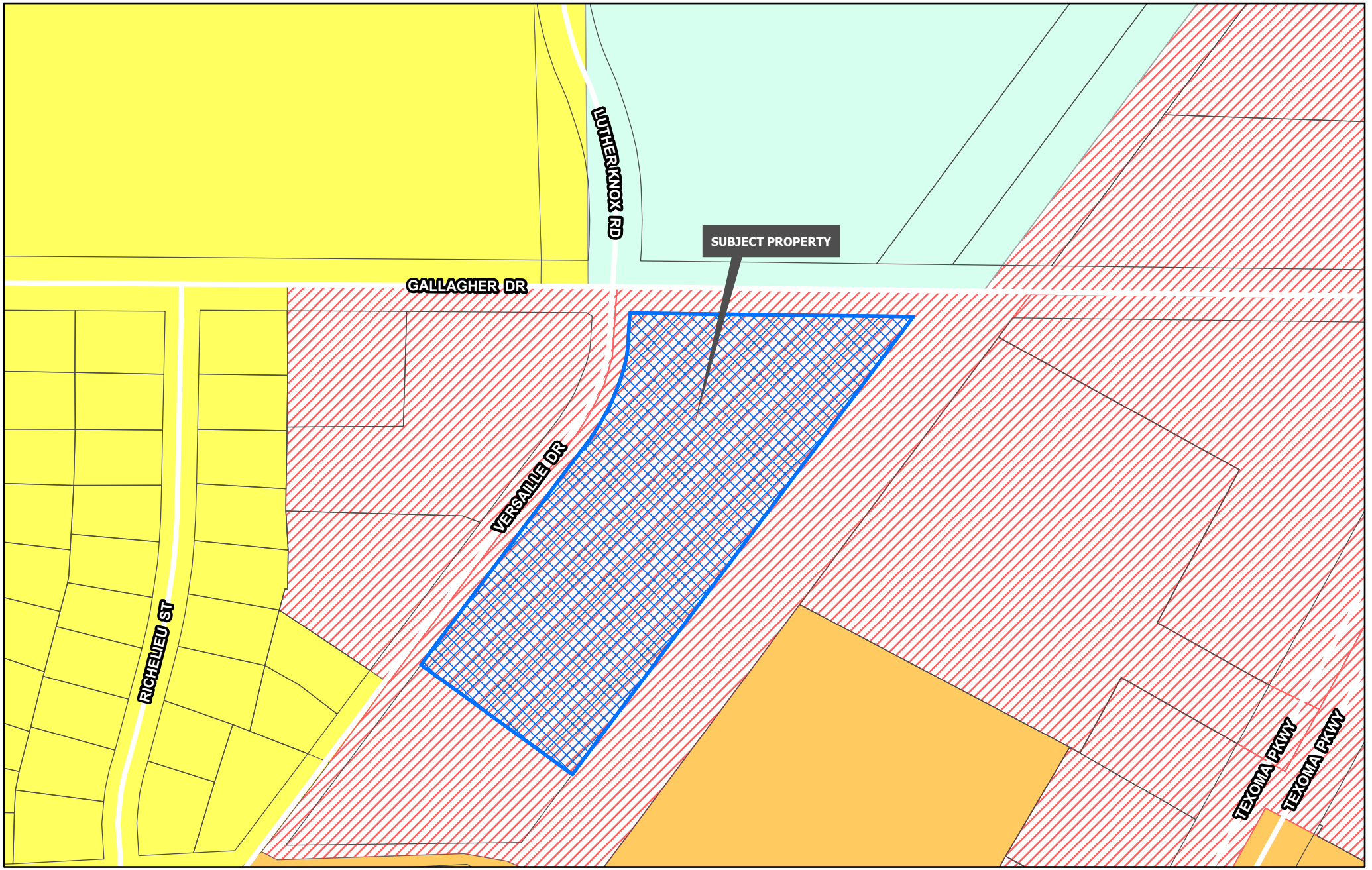

Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

- Planning & Zoning
- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

CITY OF SHERMAN
ZONING MAP
1916 GALLAGHER DR

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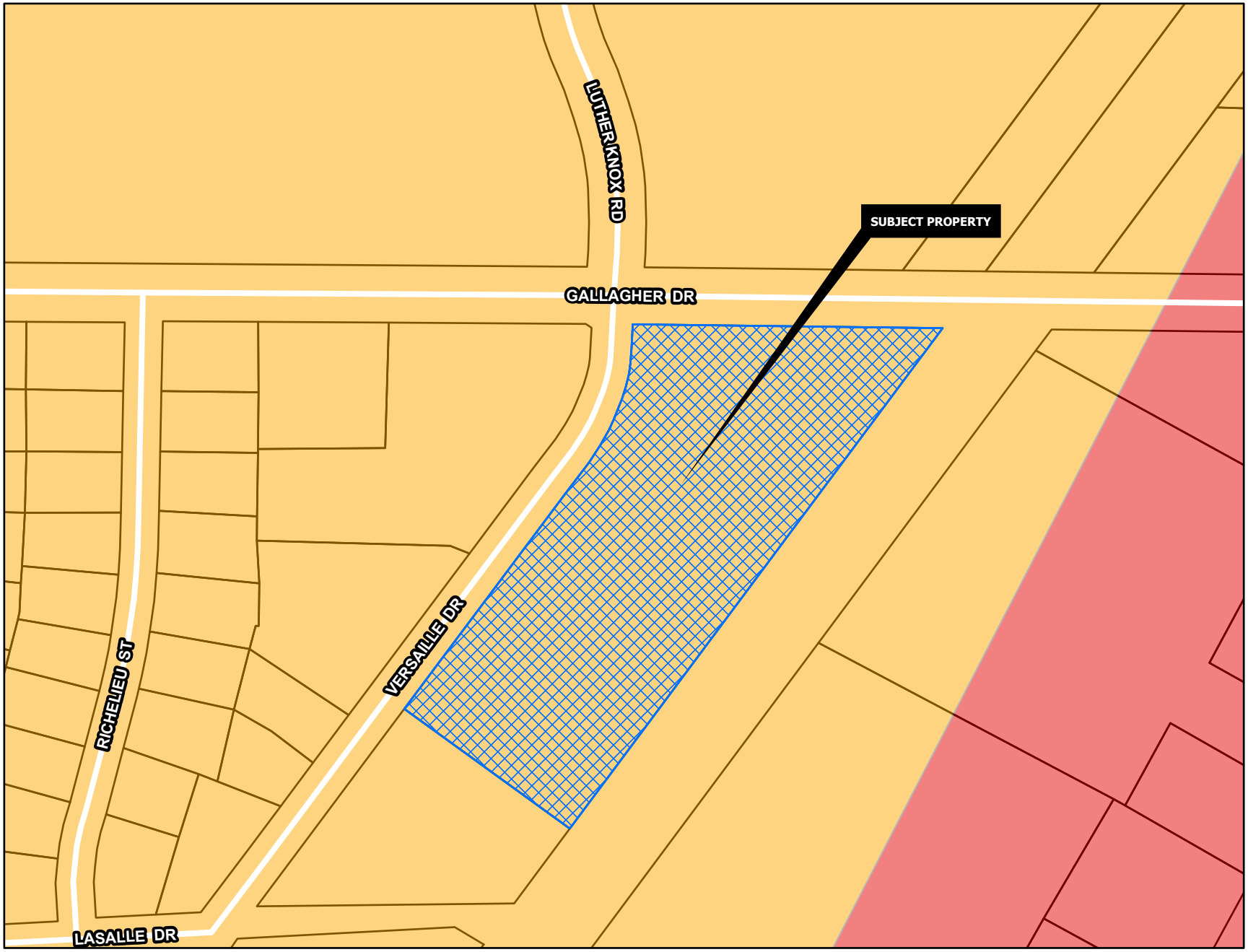

CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LANDUSE MAP
1916 GALLAGHER DR

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FeedSources,LLC
972-996-6965
Sherman
NOTICE OF
SPECIFIC USE
PERMIT REQUEST
PROJECT #: 000365-2025
Planning & Zoning Map:
FOR MORE INFORMATION
CONTACT:
DEVELOPMENT SERVICES
903-892-7210

Sherman
NOTICE OF
SPECIFIC USE
PERMIT REQUEST
PROJECT #: 000365-2025
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Project Narrative - SRS Distribution

- SRS Distribution, is a reputable building supply company providing services throughout 800+ locations https://www.srsdistribution.com/en/
- Operating Hours – in general SRS will be open to Clients, Monday through Friday 7am-4:30pm or a slight variation of that time frame depending on the branch (if any one-off pickups are scheduled for Saturdays
- Foot Traffic – SRS is technically "open to the public" but the average person does not buy material at this volume for odd jobs. Each branch has +/- 10 Employees
- Product – roofing materials, shingles, roof decking, vinyl siding, etc.
- Outdoor Storage – roofing materials would be stacked lower than the perimeter fencing, due to weight likely 2 pallets high – per image below
  -
- Straight Trucks, Boom Trucks, and Fork Lifts will be operating at the loading doors and in the yard to move product to service clients – per image above
- The clients are all Contractors who will be arriving to the location in Pick Up Trucks, Sprinter Vans, and Smaller Contractor Vehicles, roughly +/-20 a day
- Bulk product deliveries will be +/-5 Trucks Per Week, and will come on 40' Trucks which are 3rd party shippers transferring product from other branch locations. These deliveries occur during working hours.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.4.

Meeting Date: 6/15/2026

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:
INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6943
Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 14.384 Acres Being In The J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas, Located In The 300-1200 Blocks West Highway 82, Being Lot 1, Block N of the Hills of Sherman Final Plat, Heretofore Zoned R-6 (Single-Family Residential) District/75 & 82 Overlay District; Rezoning And Placing The Tract In The C-1 (Retail Business) District/75 & 82 Overlay District Zoning Classification, AJH Enterprises LTD (Owner), Bryan Weisgerber (Applicant) And Underwood Drafting & Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:
Consideration of a Zone Change for 14.384 acres of land located in the 300-1200 Blocks West Highway 82 from R-6 (Single-Family Residential) District/75 & 82 Overlay District to C-1 (Retail Business) District/75 & 82 Overlay District.

Background:
The property is located in the 300-1200 Blocks West Highway 82. The owner is requesting a Zone Change from R-6 (Single Family Residential) District/75 & 82 Overlay District to C-1 (Retail Business) District/75 & 82 Overlay District.

The following has been approved at this location:

- 08/19/2025 - Final Plat for the Hills of Sherman.
- 06/18/2024 - Public Hearing and Temporary Use Permit under Section 14.06.008 to allow a concrete batch plant in a R-6 (Single-Family Residential) District, MF-30 (Multi-Family Residential) District and R-5 (Single-Family Residential) District. (90 Days from date Building Permit is pulled).
- 06/21/2022- Preliminary Plat of The Hills of Sherman.

Capital Improvement Program:
N/A

Origination:
The request of AJH Enterprises LTD (Owner), Bryan Weisgerber (Applicant), and Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None.

Staff Recommendation:
At the May 19, 2026, regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6943
2. Exhibit A
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Project Narrative
8. Opposition Letter
9. Opposition Letter
10. Opposition Letter

ORDINANCE NO. 6943

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 14.384 ACRES BEING IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 300-1200 BLOCKS WEST HIGHWAY 82, BEING LOT 1, BLOCK N OF THE HILLS OF SHERMAN FINAL PLAT, HERETOFORE ZONED R-6 (SINGLE-FAMILY RESIDENTIAL) DISTRICT/75 & 82 OVERLAY DISTRICT; REZONING AND PLACING THE TRACT IN THE C-1 (RETAIL BUSINESS) DISTRICT/75 & 82 OVERLAY DISTRICT ZONING CLASSIFICATION, AJH ENTERPRISES LTD (OWNER), BRYAN WEISGERBER (APPLICANT) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

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 property described in **Exhibit A – Survey and Legal Description**, attached hereto, located in the 300-1200 Blocks West Highway 82 and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the C-1 (Retail Business) District/75 & 82 Overlay District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

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 the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. 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 6. 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 7. 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 8. 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 15th day of June 2026.

ADOPTED on this the 15th day of June 2026.

EFFECTIVE DATE on this the 15th day of June 2026.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

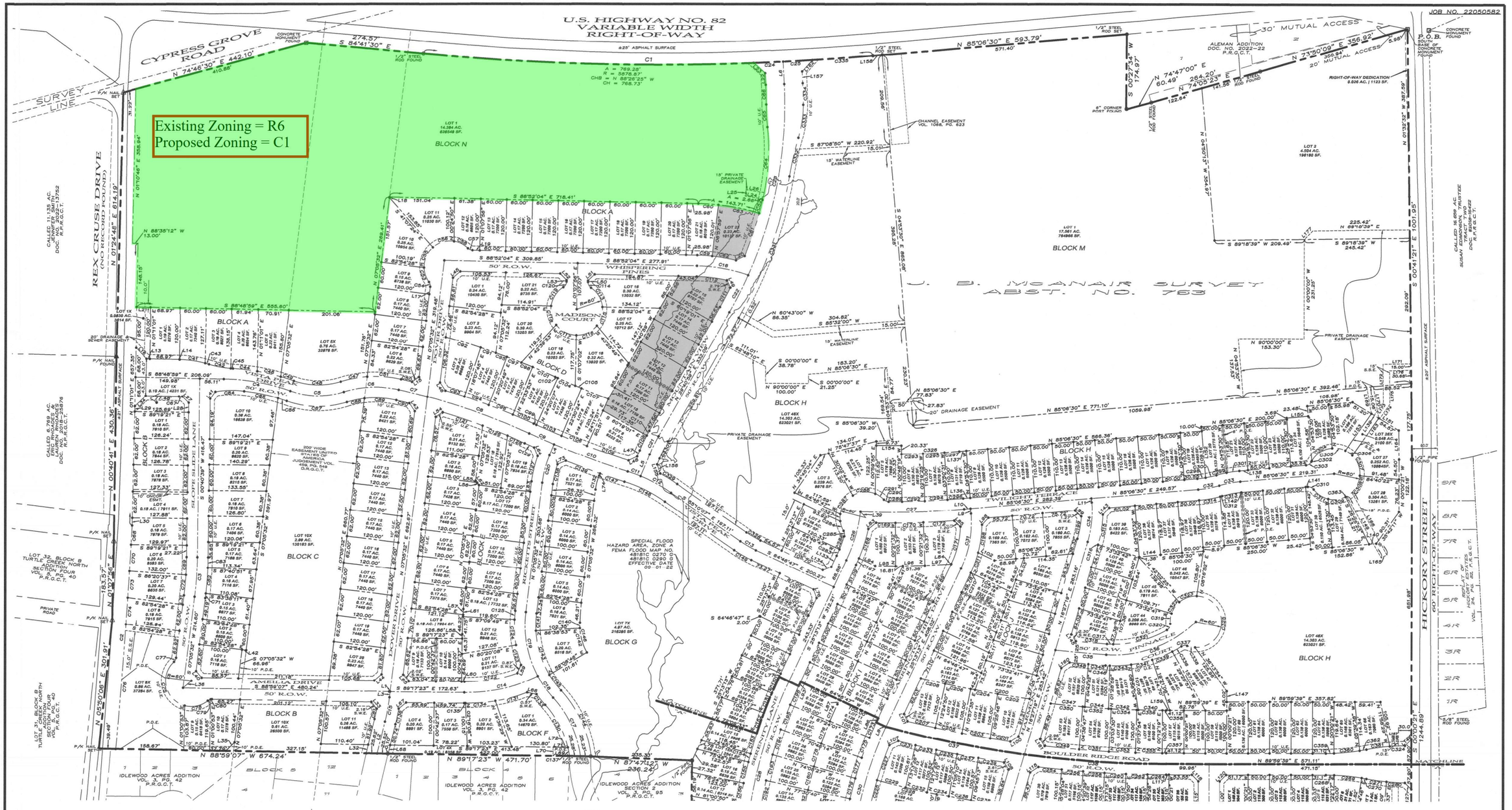
ATTEST:

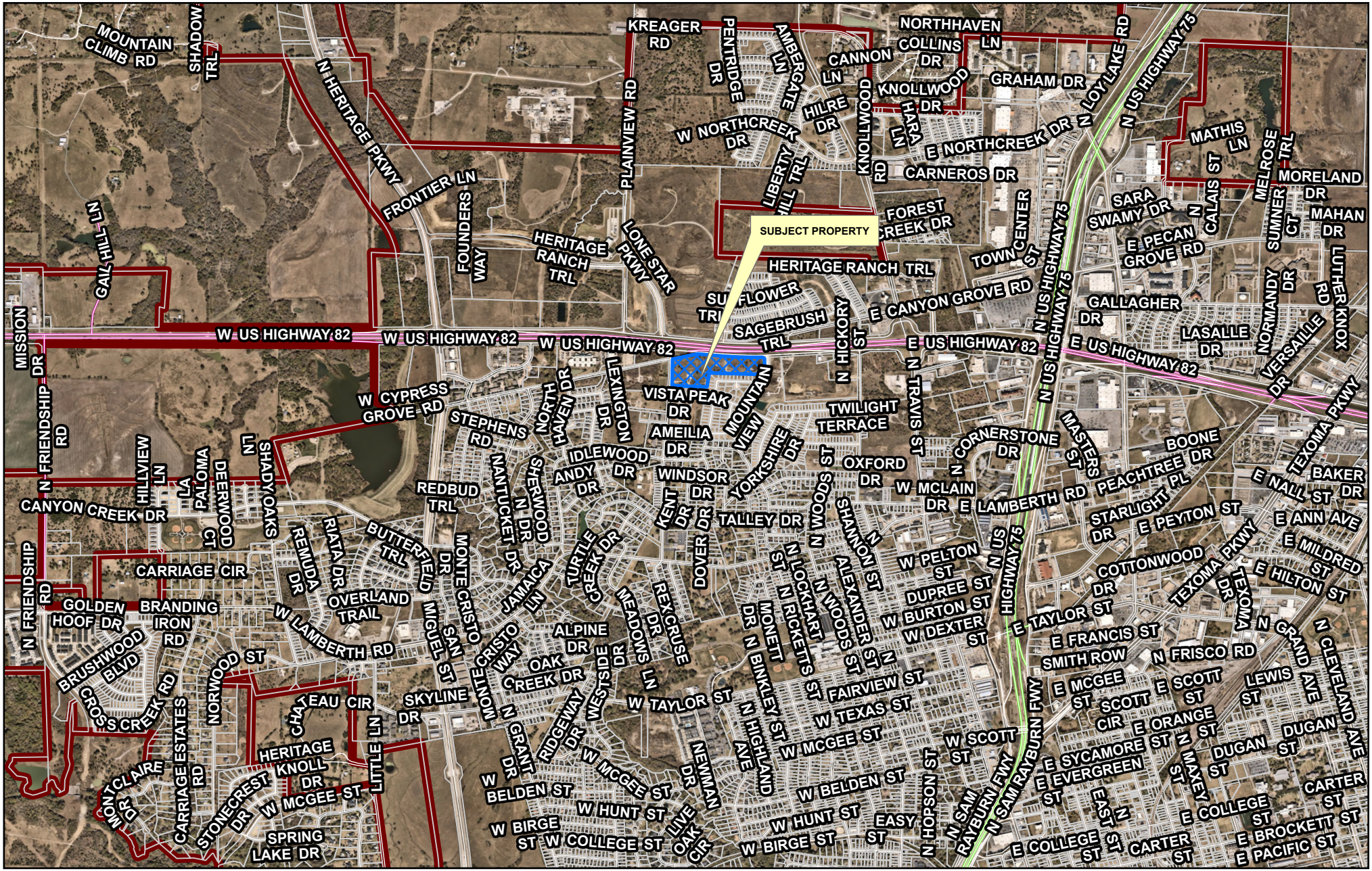
BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN PITTMAN, CITY ATTORNEY

Exhibit A


U.S. HIGHWAY NO. 82
VARIABLE WIDTH
RIGHT-OF-WAY
CYPRESS GROVE ROAD
REX CRUSE DRIVE
(NO RECORD FOUND)
SURVEY LINE
Existing Zoning = R6
Proposed Zoning = C1
BLOCK N
BLOCK A
BLOCK D
BLOCK H
BLOCK M
BLOCK C
BLOCK B
BLOCK G
BLOCK F
BLOCK 5
BLOCK 4
MADISON COURT
DOVER DRIVE
AMELIA DRIVE
WHISPERING PINES
PINNACLE
BOULDER RIDGE ROAD
HICKORY STREET
J. B. MCANAIR SURVEY
ABST. NO. 763
ALEMAN ADDITION
DOC. NO. 2022-22
P.R.G.C.T.
IDLEWOOD ACRES ADDITION
VOL. 3, PG. 42
P.R.G.C.T.
IDLEWOOD ACRES ADDITION
SECTION 2
VOL. 3, PG. 95
P.R.G.C.T.
SPECIAL FLOOD HAZARD AREA, ZONE A
FEMA FLOOD MAP NO. 48181C 0270 G
48181C 0290 G
EFFECTIVE DATE
09/26/08
30' MUTUAL ACCESS
RIGHT-OF-WAY DEDICATION
8.826 AC. / 1123 SF.
CHANNEL EASEMENT
VOL. 1066, PG. 623
15' WATERLINE EASEMENT
15' PRIVATE DRAINAGE EASEMENT
20' DRAINAGE EASEMENT
PRIVATE DRAINAGE EASEMENT
20' DRAINAGE SEWER EASEMENT
200' WIDE EASEMENT UNITED STATES OF AMERICA JUDGMENT 458, PG. 649 D.R.G.C.T.
SILVER SLIDE LANE
PRIVATE ROAD
TURTLE CREEK NORTH ADDITION SECTION FOUR VOL. 5, PG. 40 P.R.G.C.T.
LOT 32, BLOCK B TURTLE CREEK NORTH ADDITION SECTION FOUR VOL. 5, PG. 40 P.R.G.C.T.
LOT 31, BLOCK B TURTLE CREEK NORTH ADDITION SECTION FOUR VOL. 5, PG. 40 P.R.G.C.T.
CALLED 11.135 AC. LAUREN RHOADES DOC. NO. 2022-13752 R.P.R.G.C.T.
CALLED 6.798 AC. LAUREN RHOADES DOC. NO. 2022-26576 R.P.R.G.C.T.
CALLED 16.659 AC. SUSAN EDWARDS TRUSTEE TRACT TWO DOC. NO. 2022-7938 O.P.R.G.C.T.
LOT 1 14.384 AC. 626548 SF.
LOT 1X 0.8830 AC. 38474 SF.
LOT 5X 0.76 AC. 33976 SF.
LOT 8X 0.86 AC. 37384 SF.
LOT 10X 2.99 AC. 130183 SF.
LOT 16X 2.99 AC. 130183 SF.
LOT 7X 6.67 AC. 216285 SF.
LOT 48X 14.393 AC. 623021 SF.
LOT 1 17.561 AC. 764868 SF.
LOT 2 4.504 AC. 196180 SF.
LOT 46X 14.393 AC. 623021 SF.
LOT 1 8.34 AC. 14670 SF.
LOT 1 0.24 AC. 10430 SF.
LOT 2 0.23 AC. 9735 SF.
LOT 3 0.23 AC. 9904 SF.
LOT 4 0.23 AC. 9639 SF.
LOT 5 0.23 AC. 10093 SF.
LOT 6 0.30 AC. 13203 SF.
LOT 7 0.25 AC. 10712 SF.
LOT 8 0.30 AC. 13032 SF.
LOT 9 0.19 AC. 8238 SF.
LOT 10 0.38 AC. 16628 SF.
LOT 11 0.26 AC. 11459 SF.
LOT 12 0.30 AC. 13020 SF.
LOT 13 0.30 AC. 13020 SF.
LOT 14 0.30 AC. 13020 SF.
LOT 15 0.30 AC. 13020 SF.
LOT 16 0.30 AC. 13064 SF.
LOT 17 0.25 AC. 10712 SF.
LOT 18 0.32 AC. 13920 SF.
LOT 19 0.30 AC. 13064 SF.
LOT 20 0.30 AC. 13203 SF.
LOT 21 0.22 AC. 9735 SF.
LOT 22 0.23 AC. 10131 SF.
LOT 23 0.23 AC. 9947 SF.
LOT 24 0.23 AC. 9947 SF.
LOT 25 0.23 AC. 9947 SF.
LOT 26 0.23 AC. 9947 SF.
LOT 27 0.23 AC. 9947 SF.
LOT 28 0.23 AC. 9947 SF.
LOT 29 0.23 AC. 9947 SF.
LOT 30 0.23 AC. 9947 SF.
LOT 31 0.23 AC. 9947 SF.
LOT 32 0.23 AC. 9947 SF.
LOT 33 0.23 AC. 9947 SF.
LOT 34 0.23 AC. 9947 SF.
LOT 35 0.23 AC. 9947 SF.
LOT 36 0.23 AC. 9947 SF.
LOT 37 0.23 AC. 10094 SF.
LOT 38 0.30 AC. 13281 SF.
LOT 39 0.183 AC. 8422 SF.
LOT 40 0.178 AC. 7911 SF.
LOT 41 0.178 AC. 7911 SF.
LOT 42 0.178 AC. 7911 SF.
LOT 43 0.178 AC. 7911 SF.
LOT 44 0.299 AC. 9960 SF.
LOT 45 0.178 AC. 7911 SF.
LOT 46 0.242 AC. 10547 SF.
P.O.B. SOUTH CORNER OF CONCRETE MONUMENT FOUND
JOB NO. 22050582
N 85°06'30" E 593.79'
571.40'
S 02°27'54" W 174.97'
N 74°47'00" E 60.49'
N 74°05'23" E 264.20'
122.64'
141.58'
N 73°50'09" E 356.92'
329.84'
S 87°08'50" W 220.92'
15.00'
S 64°46'47" E 2.00'
N 50°43'00" W 86.35'
S 85°32'00" W 304.82'
15.00'
N 85°06'30" E 771.10'
1059.98'
N 85°06'30" E 382.46'
N 85°06'30" E 566.36'
N 85°06'30" E 249.57'
N 85°06'30" E 219.31'
N 85°06'30" E 382.39'
S 89°18'39" W 209.49'
S 89°18'39" W 245.42'
N 89°59'39" E 357.82'
N 89°59'39" E 571.11'
471.15'
N 89°59'39" E 225.42'
N 89°18'39" E
N 00°00'00" E 153.30'
N 00°00'00" W 297.98'
S 00°41'21" E 1001.95'
N 00°40'41" E 430.36'
N 01°12'48" E 614.19'
N 01°07'01" E 657.35'
N 00°40'39" W 416.42'
N 01°05'08" E 301.91'
N 00°40'39" E 1244.89'
S 88°48'59" E 555.60'
S 88°48'59" E 206.09'
S 88°59'07" W 874.24'
S 89°17'23" W 471.70'
S 89°17'23" E 172.63'
S 88°52'04" E 718.41'
S 88°52'04" E 309.85'
S 88°52'04" E 277.91'
S 82°54'28" E 100.19'
S 82°54'28" E 327.15'
N 88°35'12" W 13.00'
N 01°07'32" E 358.94'
N 01°07'32" E 151.97'
N 01°07'32" E 148.18'
N 01°07'32" E 10.00'
N 01°07'32" E 151.97'
N 01°07'32" E 358.94'
N 01°07'32" E 151.97'
N 01°07'32" E 148.18'
N 01°07'32" E 10.00'
S 07°05'32" W 66.96'
S 07°05'32" W 214.60'
S 07°05'32" W 591.97'
S 07°05'32" W 266.32'
S 07°05'32" W 151.97'
S 07°05'32" W 151.97'
S 07°05'32" W 358.94'
S 07°05'32" W 151.97'
S 07°05'32" W 148.18'
S 07°05'32" W 10.00



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

CITY OF SHERMAN
LOCATION MAP
300-1200 BLKS W HWY 82

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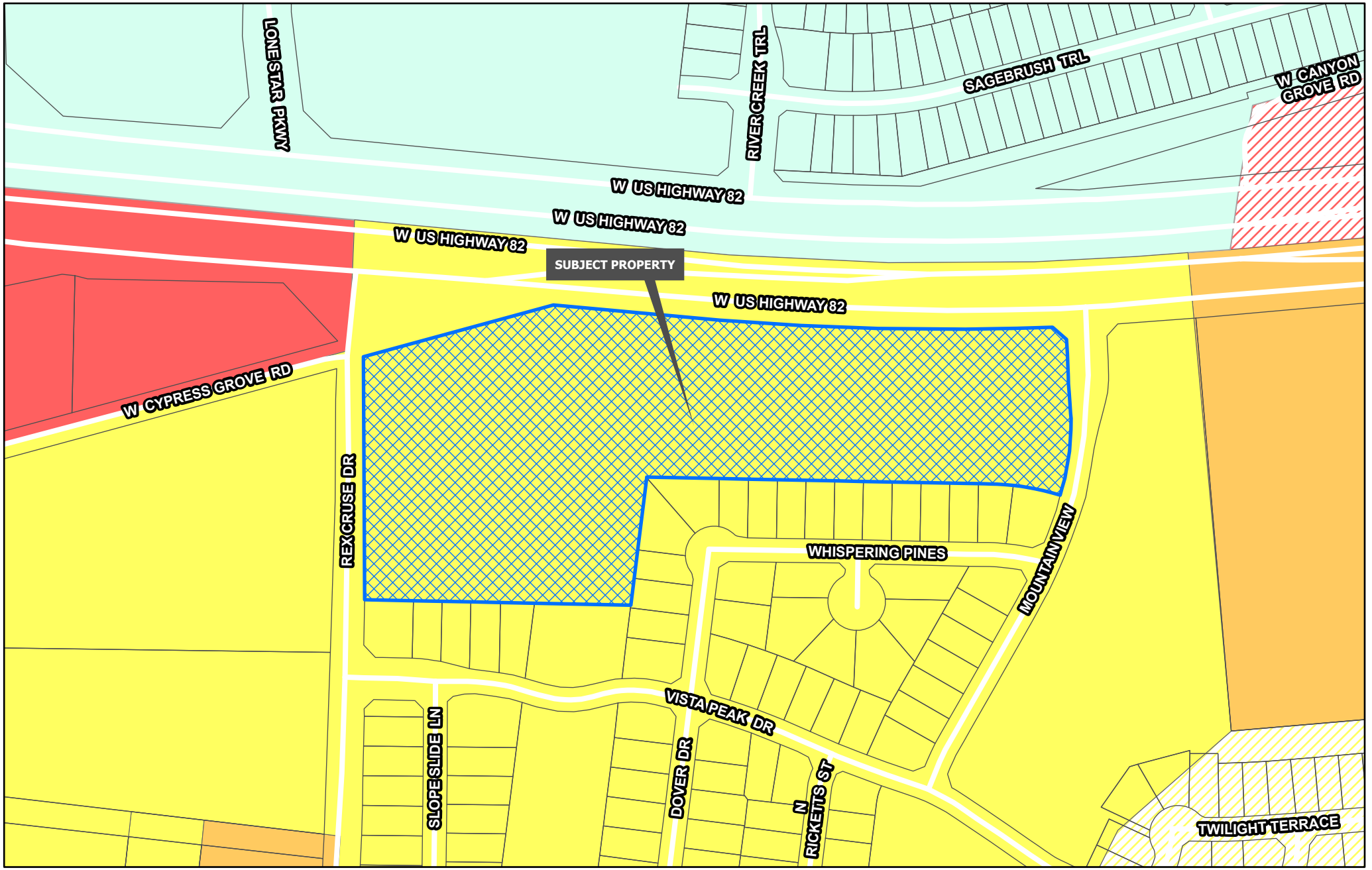
Date: 4/28/2026 9:02 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

- Planning & Zoning
- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

CITY OF SHERMAN
ZONING MAP
300-1200 BLKS W HWY 82

N
W E
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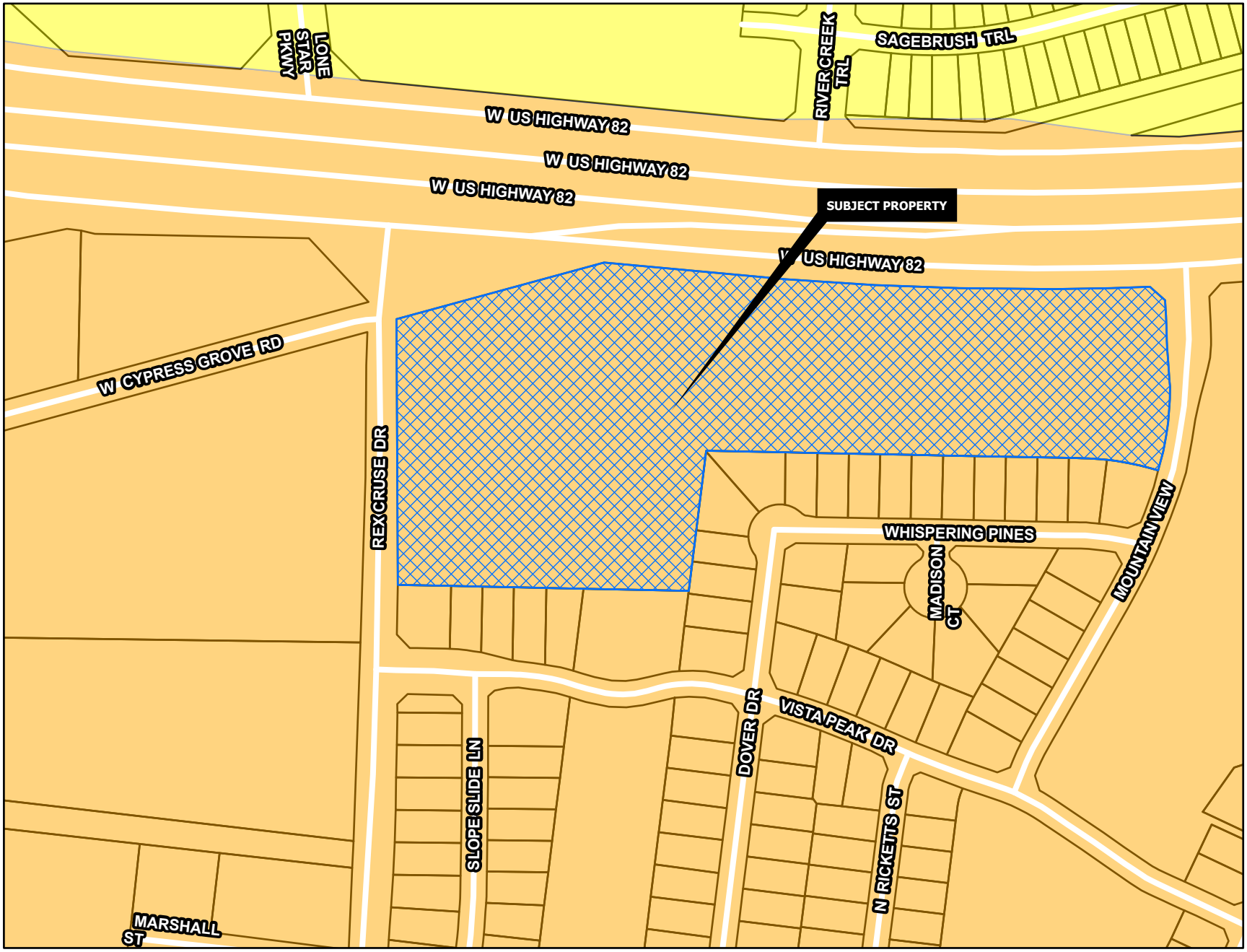
Date: 4/28/2026 9:02 AM



CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LANDUSE MAP
300-1200 BLKS W HWY 82

N
W E
S

Date: 4/28/2026 9:02 AM

Sherman
NOTICE OF PROPOSED ZONING CHANGE
PROJECT #: 000369-2025
Planning & Zoning Map
FOR MORE INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7215

CROSS ENGINEERING CONSULTANTS

1720 W. Virginia St. • McKinney, Texas 75069
972.562.4409 • Fax 972.562.4471

April 7, 2026

City of Sherman
Planning Department
220 W. Mulberry
Sherman, Texas 75091

Attn: Mr. Rob Rae, Director of Development Services

Re: The Hills of Sherman Rezoning

Dear Mr. Rae:

My client AJH Enterprises LTD wants to rezone Lot 1, Block N of The Hills of Sherman. The subject property is located southeast of US Highway 82 and Rex Cruse Drive in the City of Sherman, Texas. The current property is zoned R-6 (Single-Family Residential) and would like to rezone to C-1 (Retail Business). We believe commercial use for this property is more suitable since the property is adjacent to US Highway 82, rather than being developed for single-family residential use. The subject Lot was part of The Hills of Sherman Final Plat that was recorded on September 26, 2025. We would appreciate your assistance and support in this rezoning process. Project details are listed below:

- Lot 1, Block N
- 14.384 acres
- Existing zoning is R-6
- Proposed zoning to be C-1
- Subject property part of The Hills of Sherman Final Plat

Thank you in advance for your consideration of this rezoning request. Please contact me if you have any questions or concerns.

Sincerely,

CROSS ENGINEERING CONSULTANTS, INC.

Bryan Weisgerber, P.E.
Project Manager

From: Janine Frazzini Nelms <[redacted]>
Sent: Tuesday, May 19, 2026 3:56 PM
To: Rae, Rob <robr@cityofsherman.com>; Bollier, Larry <lbollier@ci.sherman.tx.us>; Turner, Kerri <kerrit@cityofsherman.com>
Subject: Project 000369-2026

EXTERNAL EMAIL: -- Avoid clicking on links or files -- Be safe!

Dear City of Sherman,

I am writing to let you know of my opposition to the above referenced project and requested zoning change to the property located at the corner of Rex Cruse Drive and Hwy 82 frontage road. This request has been for the property to be changed from single family residential to commercial.

I live in the area known as Belvedere Estates, just down the street from this corner. This area has seen increased growth and development over the 20 years we have lived in our home. Growth and change are inevitable and necessary but must be able to accommodate the needs of the neighborhoods, people, homes, and areas that surround that growth.

The streets of Rex Cruse Drive, Cypress Grove, and the Hwy 82 frontage road are not now able to support the increased traffic demand for the current housing development in process, Hills of Sherman, and are in poor condition. If you add a commercial development at that corner you will add further strain on small neighborhood streets and a frontage road that has limited on and off ramps in the vicinity. Speed is an issue already on these roads and there are many people who walk, run, and ride bikes in the area.

There are many other locations that are available and better suited for commercial development in our city than this particular corner. Not every vacant property needs to be turned into concrete and buildings. Green space is important as well. Especially in established areas and neighborhoods such as this one that include homes, apartments, medical facilities and plenty of retail within 2-3 miles.

I respectfully ask that this project 000369- 2026 and requested zoning change be denied.

Sincerely,

Janine Nelms

[redacted]

Sherman, TX 75092

From: Sandra Melton <[redacted]>
Sent: Tuesday, May 19, 2026 4:17 PM
To: Rae, Rob <robr@cityofsherman.com>
Subject: Zone Request Change

EXTERNAL EMAIL: -- Avoid clicking on links or files -- Be safe!

Hi Rob,

I am writing to express my opposition to the requested zoning change for the property at the corner of Rex Cruse and the Hwy 82 service road.

If this change is approved, I believe it is essential that Rex Cruse be widened before any further building occurs. The current infrastructure, specifically the service road and highway access points, is already insufficient for existing traffic. Adding a retail development or additional housing would further strain the surrounding neighborhoods and roads.

While I understand the city of Sherman's desire for growth, it should not come at the expense of established areas. I am concerned that the current plan does not adequately account for the impact on our streets and the residents who have invested their lives here.

Thank you for sharing these concerns with the board prior to the vote.

Best regards,

Sandra Melton

Sent: Tuesday, May 19, 2026 4:26 PM
To: Rae, Rob <robr@cityofsherman.com>
Subject: Zoning Change in the Rex Cruise Vicinity

EXTERNAL EMAIL: -- Avoid clicking on links or files -- Be safe!

Good Afternoon. I am expressing concern and opposition regarding a proposed zoning change around Rex Cruise. With the Hills of Sherman under development and the established neighborhoods, a zoning change for commercial development will create congestion, loud traffic around normally quiet neighborhoods. We have a lovely city. Let's keep it that way. Sincerely, Melissa Kerr

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.5.

Meeting Date: 6/15/2026

Prepared By: Rob Rae, Developmental Services Director

Approved By:

Caption:
INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6944
Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance No. 6842, And Granting A Specific Use Permit To Allow An Automobile, Repair, Body Work, Or Painting On A Tract Of Land Zoned C-2 (General Commercial) District Located At 1410 West Houston Street, Being Lot 1, Block 3 Of The Elliott's Gray's Addition, City Of Sherman, Grayson County, Texas Laurel Acres (Owner); Gustavo Cardona De Liva (Applicant); And Jerry P. Montgomery (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00

Issue:
Repealing Ordinance 6842 and Consideration of a Specific Use Permit located at 1410 West Houston Street to allow Automobile, repair, body work, or painting in a C-2 (General Commercial) District.

Background:
The property is located at 1410 West Houston Street. The owner is requesting a Specific Use Permit to allow Automobile, repair, body work, or painting in a C-2 (General Commercial) District.

The applicant received an approved SUP (Ordinance No. 6842) on June 25, 2025, with a condition that it expires after a year. The applicant is required to renew this SUP to continue operation.

Capital Improvement Program:
N/A

Origination:
The request of Laurel Acres (Owner), Gustavo Cardona de Liva (Applicant), and Jerry P. Montgomery (Surveyor).

Financial Consideration:
None

Staff Recommendation:
At the May 19, 2026, regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Zone Change be approved.

Alternatives:
The City Council could deny the request.

Attachments:

1. Ordinance No. 6944
2. Exhibit A
3. Exhibit B
4. Exhibit C
5. Location Map
6. Zoning Map
7. Future Landuse Map
8. Property Notification Sign
9. Project Narrative
10. Ord. No. 6842

ORDINANCE NO. 6944

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, REPEALING ORDINANCE NO. 6842, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AN AUTOMOBILE, REPAIR, BODY WORK, OR PAINTING ON A TRACT OF LAND ZONED C-2 (GENERAL COMMERCIAL) DISTRICT LOCATED AT 1410 WEST HOUSTON STREET, BEING LOT 1, BLOCK 3 OF THE ELLIOTT'S GRAY'S ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS LAUREL ACRES (OWNER); GUSTAVO CARDONA DE LIVA (APPLICANT); AND JERRY P. MONTGOMERY (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; 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 Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

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

SECTION 1. Ordinance No. 6842 is repealed in its entirety and replaced by this Ordinance. The effective date of the repeal discussed in this Section shall not occur until the effective date of this Ordinance, at which time Ordinance No. 6842 shall be repealed. Such repeal shall not abate any pending prosecution or lawsuit or prevent any prosecution or lawsuit from being commenced for any violation of Ordinance No. 6842 occurring before the effective date of this Ordinance.

That, from and after the effective date of this Ordinance, the property located at 1410 West Houston Street, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to allow Automobile, repair, body work, or painting, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include on **Exhibit A – Survey**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal.
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
    a. Prohibited signs must be removed immediately.
    b. Signs in which have been installed without a Sign Permit must be removed, or a Sign Permit must be obtained immediately.
5. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
6. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts are permitted.
    a. External tire displays must be removed immediately.
7. Non-residential parking standards must be addressed prior to the issuance of a Certificate of Occupancy. *(Sec. 14.04.003(d))*
    a. Required parking automobile or vehicle repair is 2 parking spaces for every service bay with a minimum of 5 parking spaces and shall be a minimum of 9' wide and 20' long.
    b. Parking spaces shall be permanently and clearly identified by stripes. Non-permanent type marking, such as paint, shall be regularly maintained to ensure continuous clear identification of the space.
        i. Head in parking is not permitted.
        ii. Parking lot shall be striped as demonstrated on the Site Plan.
8. The property must be properly maintained in a state of good repair and neat appearance.
9. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
10. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
11. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
    Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission

Engineering

12. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*

Additional Conditions:

13. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**

14. The property shall be developed and used in accordance with all City Ordinances and the Building Elevations shown in **Exhibit C.**
15. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Gustavo Cardona is the owner or lessee of the Property.
16. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded on the first anniversary of the effective date identified below, unless earlier terminated, rescinded, extended or renewed by separate action of the City Council. The owner of the property subject to the Specific Use Permit must receive City Council approval of an application to extend or renew the Specific Use Permit prior to the expiration thereof.
17. This SUP is limited to tire sales, installation and repair only.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. 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 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 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. 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 8. 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 9. 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 10. 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 15th day of June 2026.

ADOPTED on this the 15th day of June 2026.

EFFECTIVE DATE on this the 15th day of June 2026.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

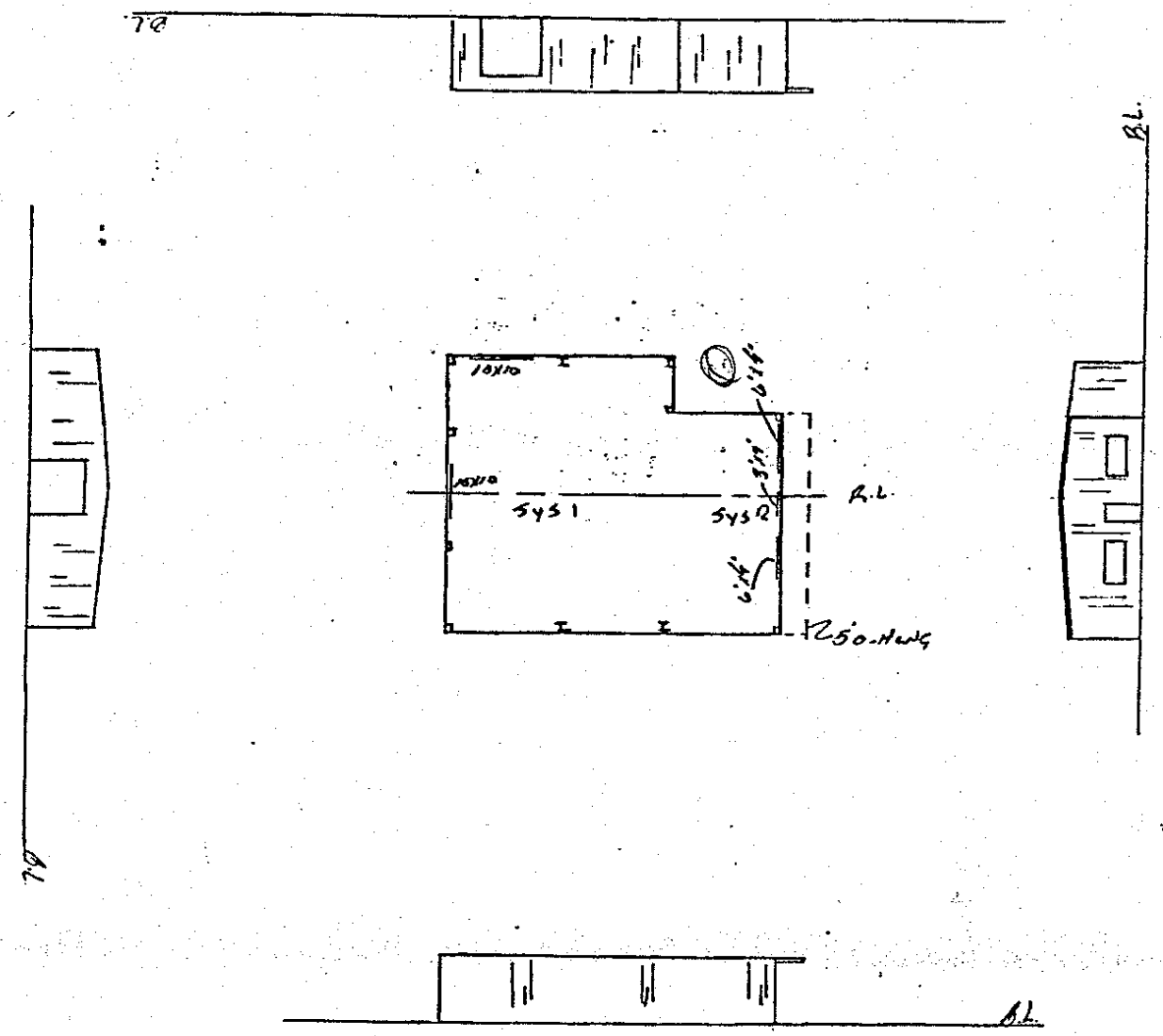
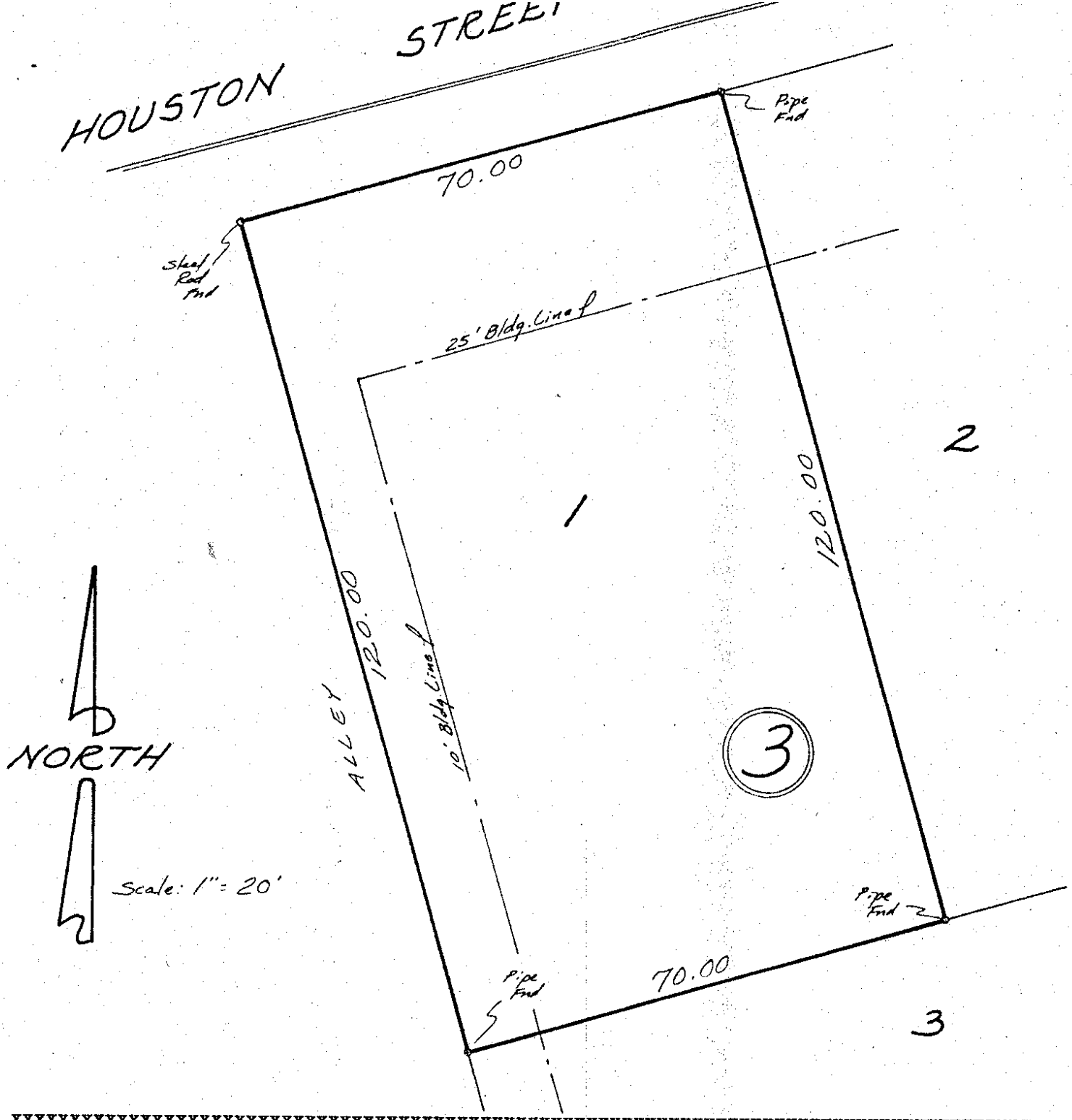


EXHIBIT A



XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

JERRY P. MONTGOMERY
REGISTERED PROFESSIONAL LAND SURVEYOR
2910 W. CRAWFORD
(903) 463-6603 DENISON, TEXAS 75020 FAX (903) 463-3148

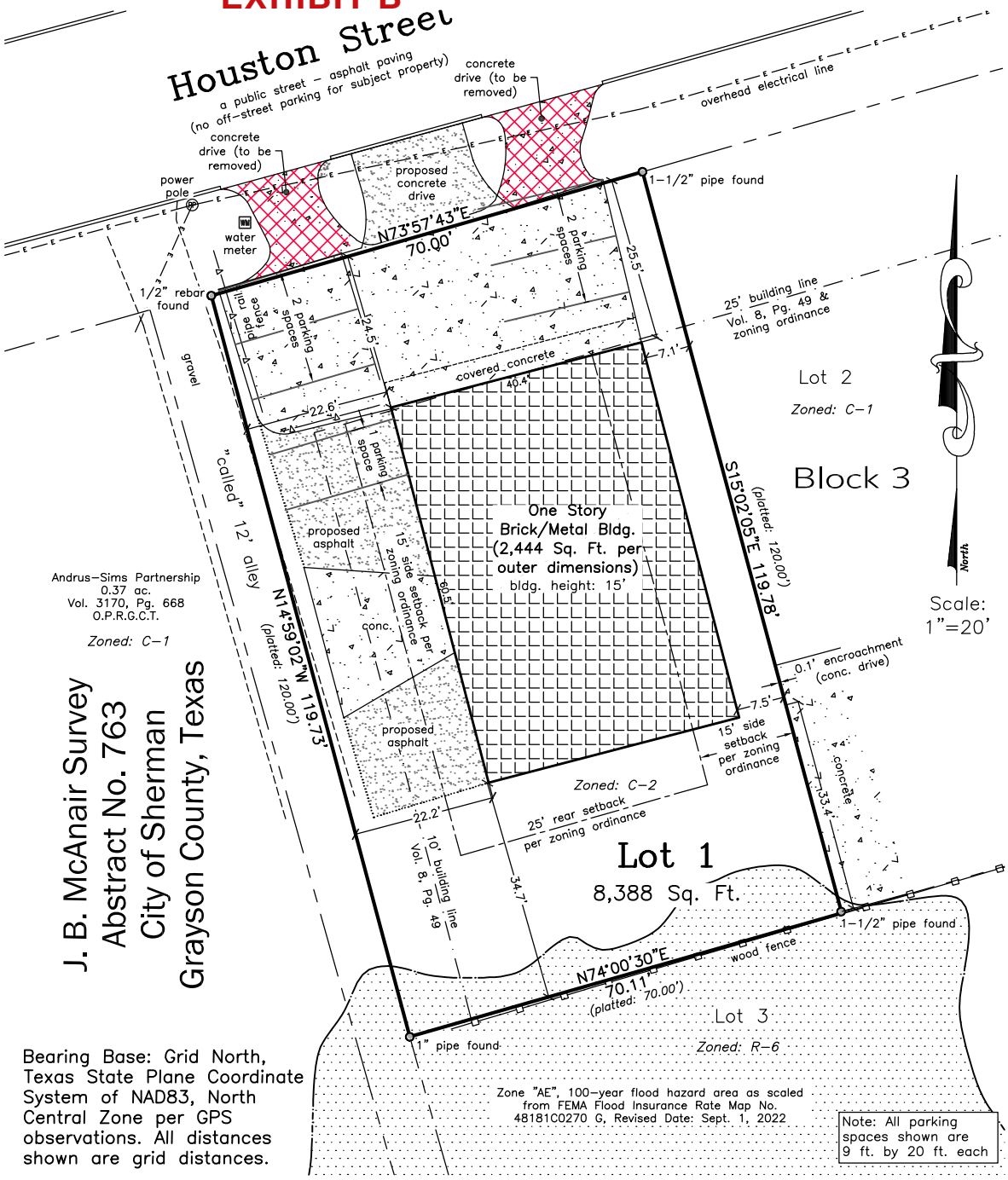
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

SURVEY FOR: JEFF WILSON

I, Jerry P. Montgomery, Registered Professional Land Surveyor, hereby certify that the above plat was prepared from a survey made on the ground on the 30 th day of April, 1993 of the following described property:

Lot No. One (1) in Block No. Three (3) of the Replat of Lots 1, 2, 3, 4 and the North 15 ft. of Lot No. 5, in Block No. Three (3) of Elliott's Gray's Hill Addition to the City of Sherman, Texas as shown by plat of record in Volume 8, Page 49, Plat Records, Grayson County, Texas

EXHIBIT B



Bearing Base: Grid North, Texas State Plane Coordinate System of NAD83, North Central Zone per GPS observations. All distances shown are grid distances.

Zone "AE", 100-year flood hazard area as scaled from FEMA Flood Insurance Rate Map No. 48181C0270 G, Revised Date: Sept. 1, 2022

Note: All parking spaces shown are 9 ft. by 20 ft. each

Owner: Laurel Acres LTD

Address: 1410 W. Houston
Sherman, Texas

This survey is for the sole benefit of the Owners Stated hereon and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

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.

Legal Description is as follows: Lot 1, Block 3, of the Replat of Lots 1, 2, 3, 4 and the North 15 Ft. of Lot 5, Block 3, Elliott's Gray's Hill Addition to the City of Sherman, Texas, as per plat of record in Volume 8, Page 49, Plat Records, Grayson County, Texas.

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

Job No. AGS100425-R

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Kate A. Wagner, R. P. L. S. No. 6578
Revised Date: May 14, 2025

EXHIBIT C

1410
MTY TIRES 2
NEW AND USED TIRES
TIRE ROTATIONS
TIRE BALANCING
FLAT FIX
FREE AIR CHECK
MILESTAR TIRES
TOYO TIRES
toyotires.com
CELIMO TIRES
CELIMO TIRES
CELIMO TIRES

dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
1410 W HOUSTON ST

N
W E
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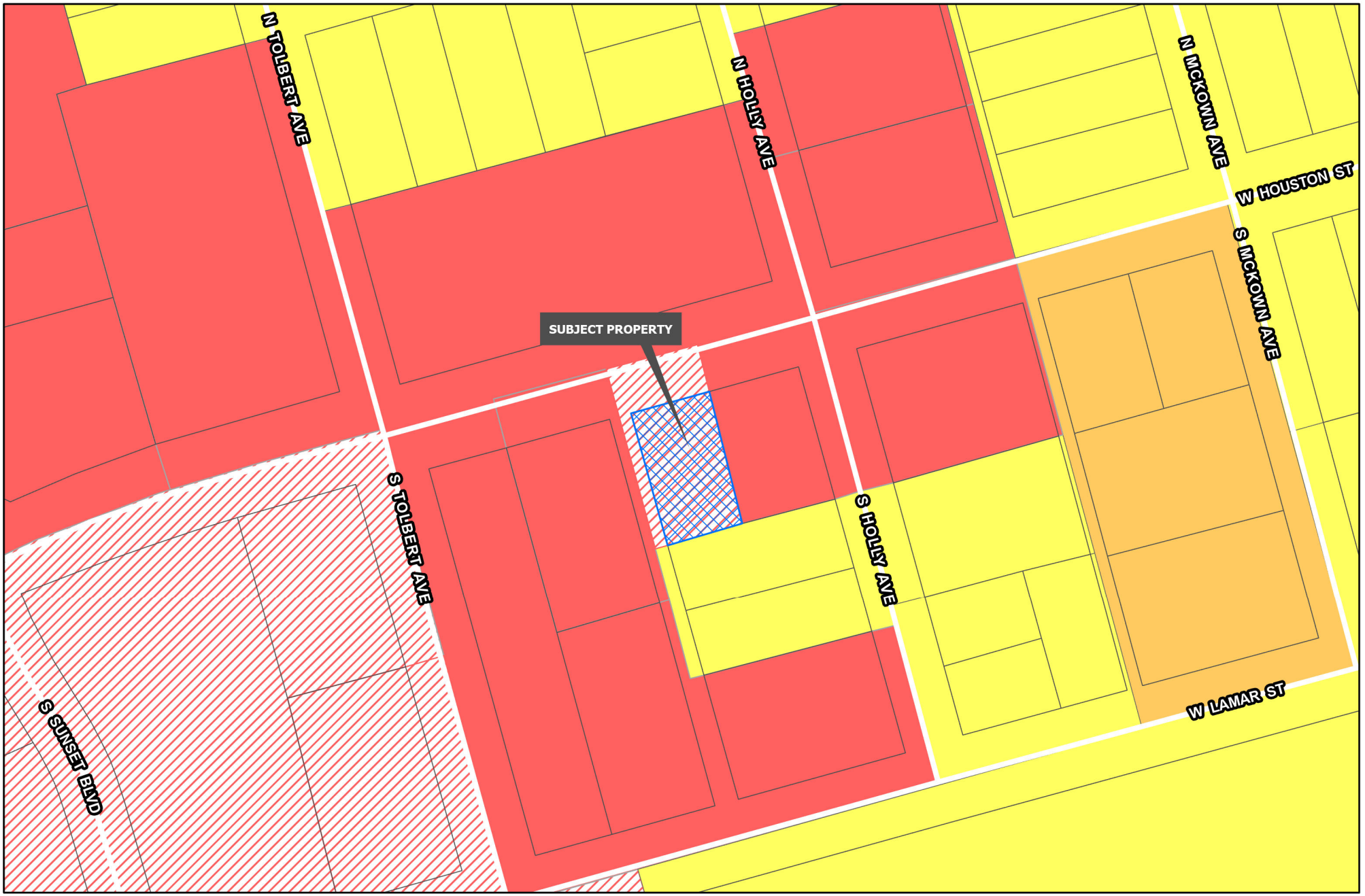

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

Road Names All

Planning & Zoning

CITY OF SHERMAN ZONING MAP 1410 W HOUSTON ST

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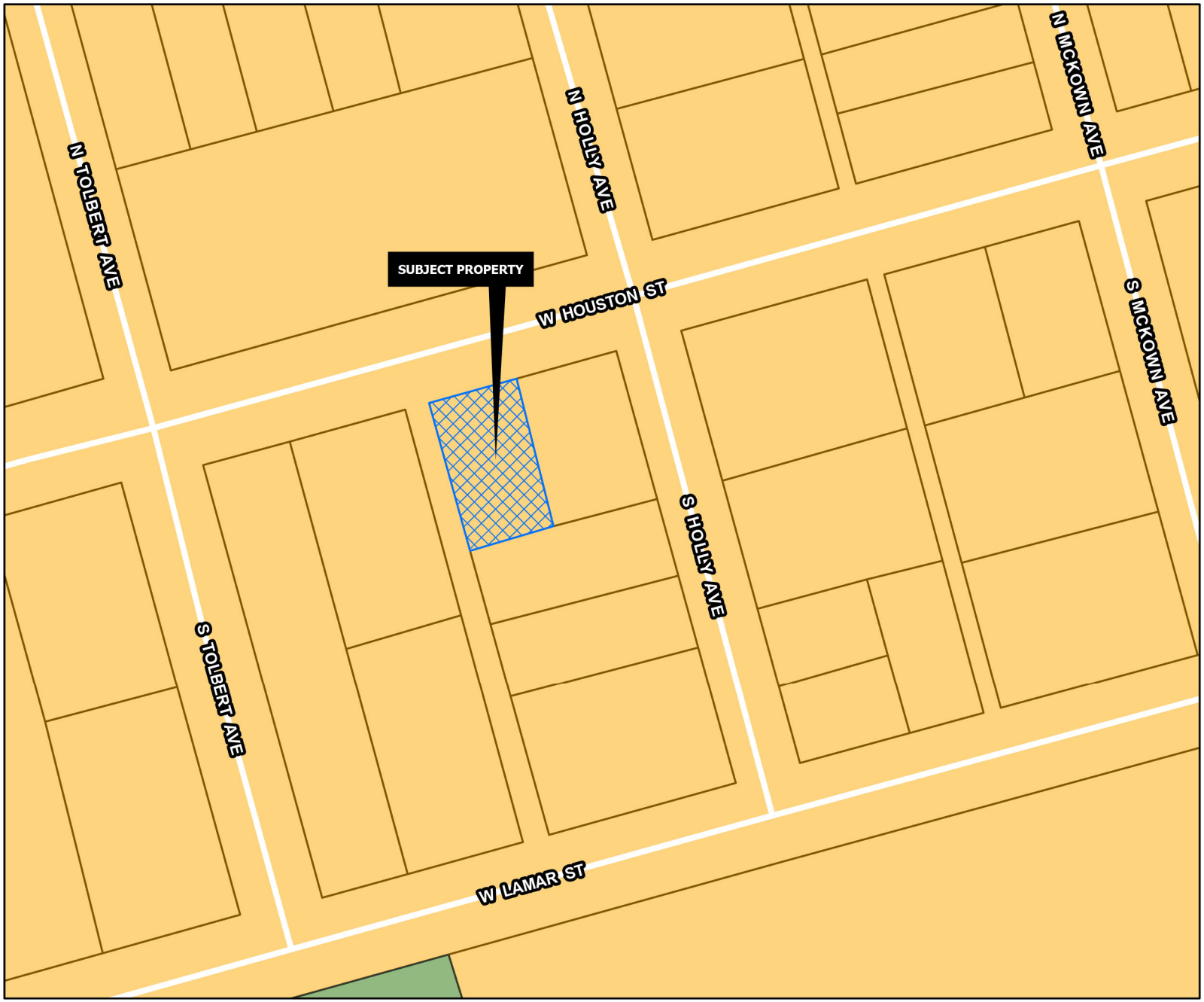

CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Road Names All
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
1410 W HOUSTON ST

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W E
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Date: 5/5/2025 3:39 PM

1410
MTY TIRES 2
NEW AND USED TIRES
TIRE ROTATIONS
TIRE BALANCING
FLAT FIX
EE AIR CHECK
MILESTAR TIRES
TOYO TIRE
toyotires.com
OPEN
NOTICE OF SPECIFIC USE PERMIT REQUEST
PROJECT #: 000371-2026
FOR MORE INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7210
People - Quality - Image

Narrative of why we are requesting a Specific Use Permit for 1410 W. Houston St., Sherman, Texas.

Desire to put in a tire sales and tire repair shop.

Docusign Envelope ID: 74DB9995-D0FF-4CB2-A278-D650C3BA0520

ORDINANCE NO. 6842

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE REPAIR, BODY WORK, OR PAINTING IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 1410 WEST HOUSTON STREET, CONSISTING OF 0.1928 ACRES BEING LOT 1, BLOCK 3, OF THE REPLAT OF LOTS 1, 2, 3, 4 AND THE NORTH 15 FT. OF LOT 5, BLOCK 3, ELLIOTT'S GRAY'S HILL ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS LAUREL ACRES, LTD (OWNER), BRIAN DUNNE (REPRESENTATIVE), GUSTAVO CARDONA (TENANT) AND HELVEY-WAGNER SURVEYING, INC. (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; 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 Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

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 property located at 1410 West Houston Street, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Automobile repair, body work, or painting, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property on **Exhibit A – Survey**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

Docusign Envelope ID: 74DB9995-D0FF-4CB2-A278-D650C3BA0520

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. *(Code of Ordinances Chapter 3.02(c))*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
5. All vehicle maneuvering shall take place on-site. *(Sec. 14.04.003(b)(2))*
6. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
7. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts are permitted.
8. The property must be properly maintained in a state of good repair and neat appearance.
9. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
10. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Gustavo Cardona is the owner or lessee of the Property.
11. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded on the first anniversary of the effective date identified below, unless earlier terminated, rescinded, extended or renewed by separate action of the City Council. The owner of the property subject to the Specific Use Permit must receive City Council approval of an application to extend or renew the Specific Use Permit prior to the expiration thereof.
12. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
13. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
    Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission

Engineering

14. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*

Additional Conditions:

Docusign Envelope ID: 74DB9995-D0FF-4CB2-A278-D650C3BA0520

15. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**
16. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Gustavo Cardona is the lessee of the Property.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. 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 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 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. 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 8. 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 9. 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.

Docusign Envelope ID: 74DB9995-D0FF-4CB2-A278-D650C3BA0520

SECTION 10. 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 16th day of June 2025.

ADOPTED on this the 16th day of June 2025.

EFFECTIVE DATE on this the 16th day of June 2025.

CITY OF SHERMAN, TEXAS

Signed by:

BY: _____

9455858B75EE44B...

SHAWN TEAMANN, MAYOR

ATTEST:

Signed by:

BY: _____

5CA664FDB4E4B3...

LEAH ROBERTS
EXECUTIVE DIRECTOR OF ADMINISTRATION
ACTING CITY CLERK

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

Signed by:

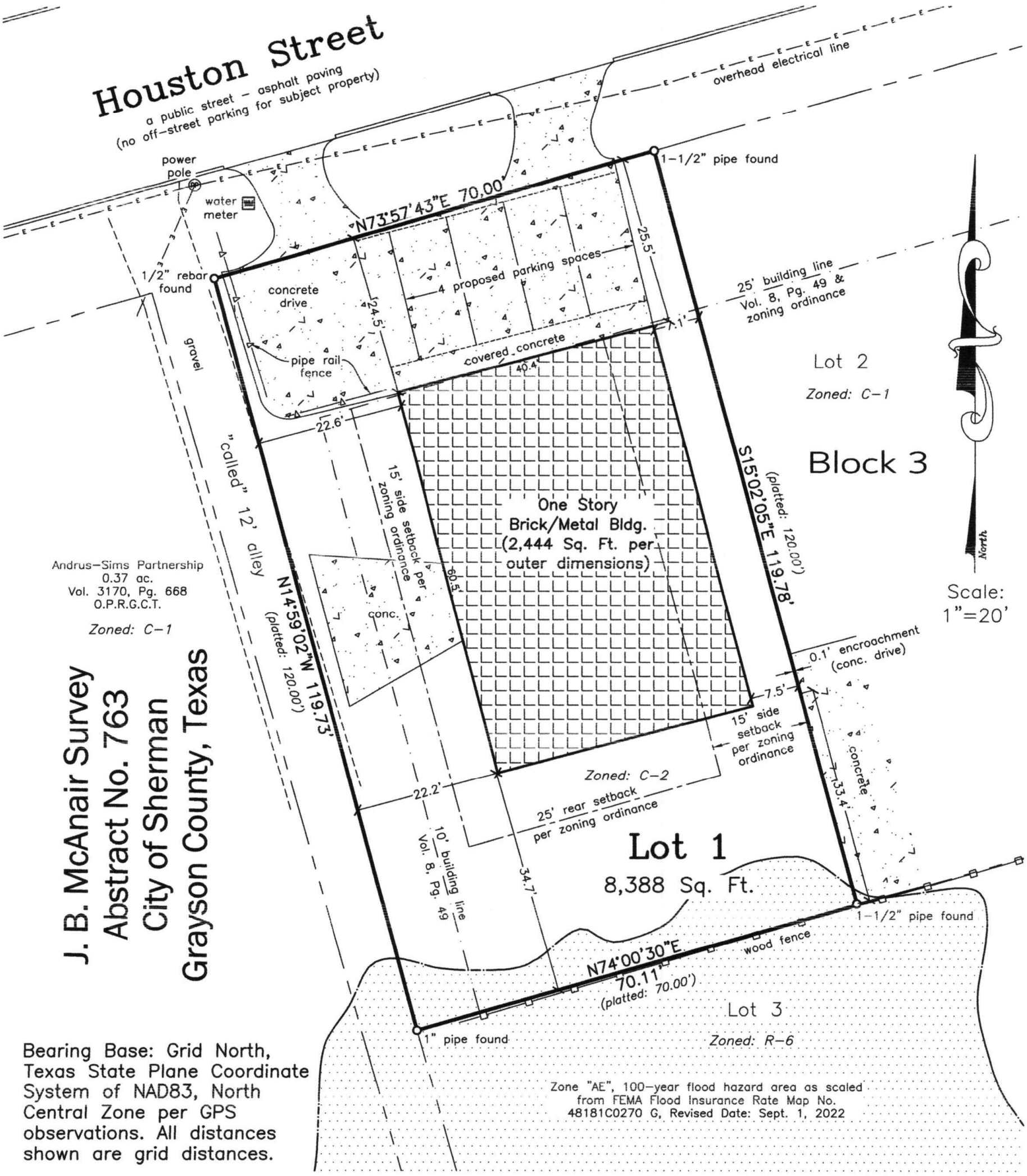
BY: _____

F376C3046502481...

RYAN D. PITTMAN, CITY ATTORNEY

Docusign Envelope ID: 74DB9995-D0FF-4CB2-A278-D650C3BA0520

EXHIBIT A



J. B. McAnair Survey
Abstract No. 763
City of Sherman
Grayson County, Texas

Bearing Base: Grid North, Texas State Plane Coordinate System of NAD83, North Central Zone per GPS observations. All distances shown are grid distances.

Owner: Laurel Acres LTD

Address: 1410 W. Houston
Sherman, Texas

This survey is for the sole benefit of the Owners Stated hereon and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

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.

Legal Description is as follows: Lot 1, Block 3, of the Replat of Lots 1, 2, 3, 4 and the North 15 Ft. of Lot 5, Block 3, Elliott's Gray's Hill Addition to the City of Sherman, Texas, as per plat of record in Volume 8, Page 49, Plat Records, Grayson County, Texas.

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

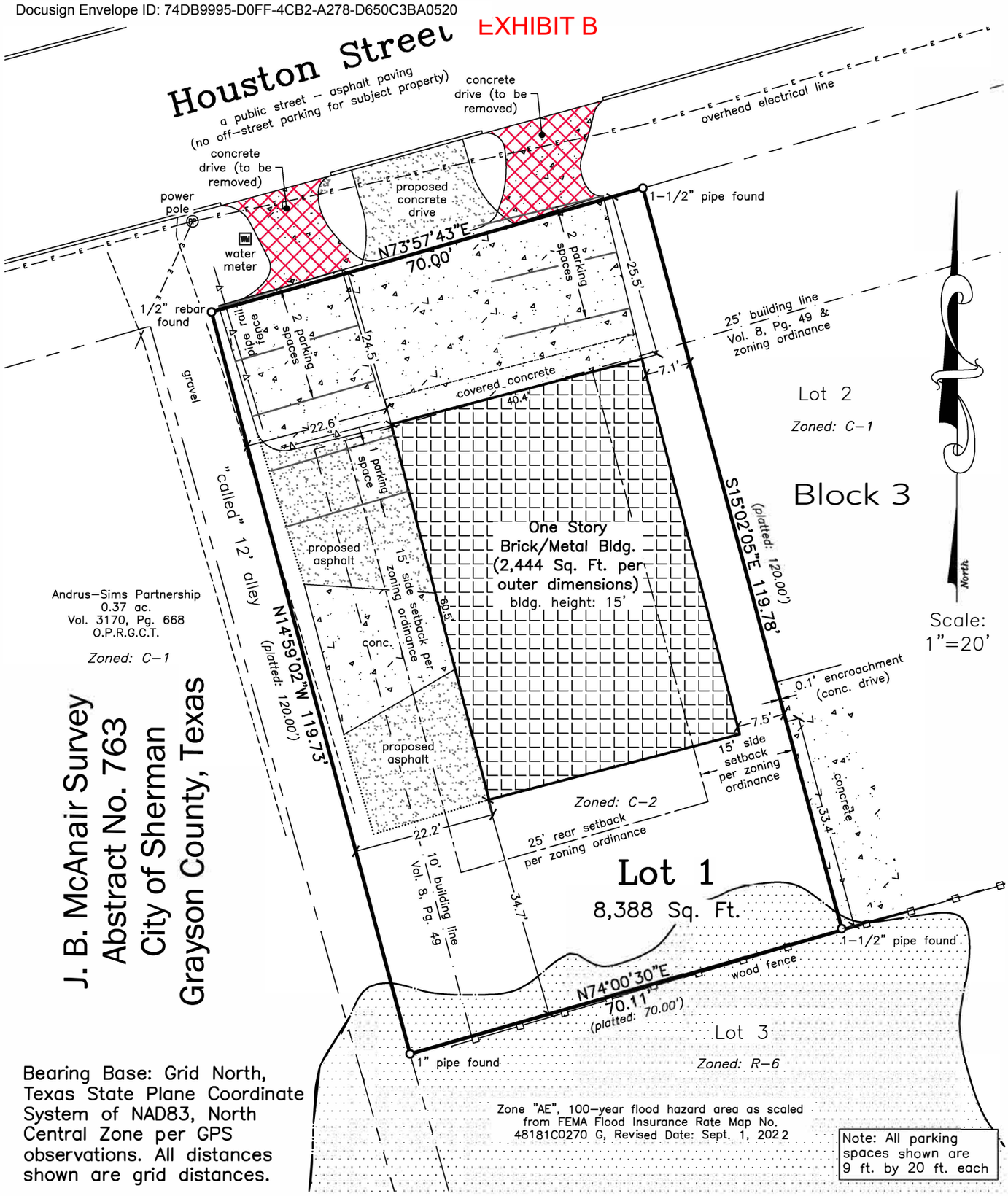
Job No. AGS100425

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: April 8, 2025

Docusign Envelope ID: 74DB9995-D0FF-4CB2-A278-D650C3BA0520

EXHIBIT B



Andrus–Sims Partnership
0.37 ac.
Vol. 3170, Pg. 668
O.P.R.G.C.T.
Zoned: C–1

J. B. McAnair Survey
Abstract No. 763
City of Sherman
Grayson County, Texas

Bearing Base: Grid North, Texas State Plane Coordinate System of NAD83, North Central Zone per GPS observations. All distances shown are grid distances.

Zone "AE", 100–year flood hazard area as scaled from FEMA Flood Insurance Rate Map No. 48181C0270 G, Revised Date: Sept. 1, 2022

Note: All parking spaces shown are 9 ft. by 20 ft. each

Owner: Laurel Acres LTD

Address: 1410 W. Houston
Sherman, Texas

This survey is for the sole benefit of the Owners Stated hereon and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

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.

Legal Description is as follows: Lot 1, Block 3, of the Replat of Lots 1, 2, 3, 4 and the North 15 Ft. of Lot 5, Block 3, Elliott's Gray's Hill Addition to the City of Sherman, Texas, as per plat of record in Volume 8, Page 49, Plat Records, Grayson County, Texas.

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

Job No. AGS100425–R

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463–6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Kate A. Wagner, R. P. L. S. No. 6578
Revised Date: May 14, 2025

Docusign Envelope ID: 74DB9995-D0FF-4CB2-A278-D650C3BA0520

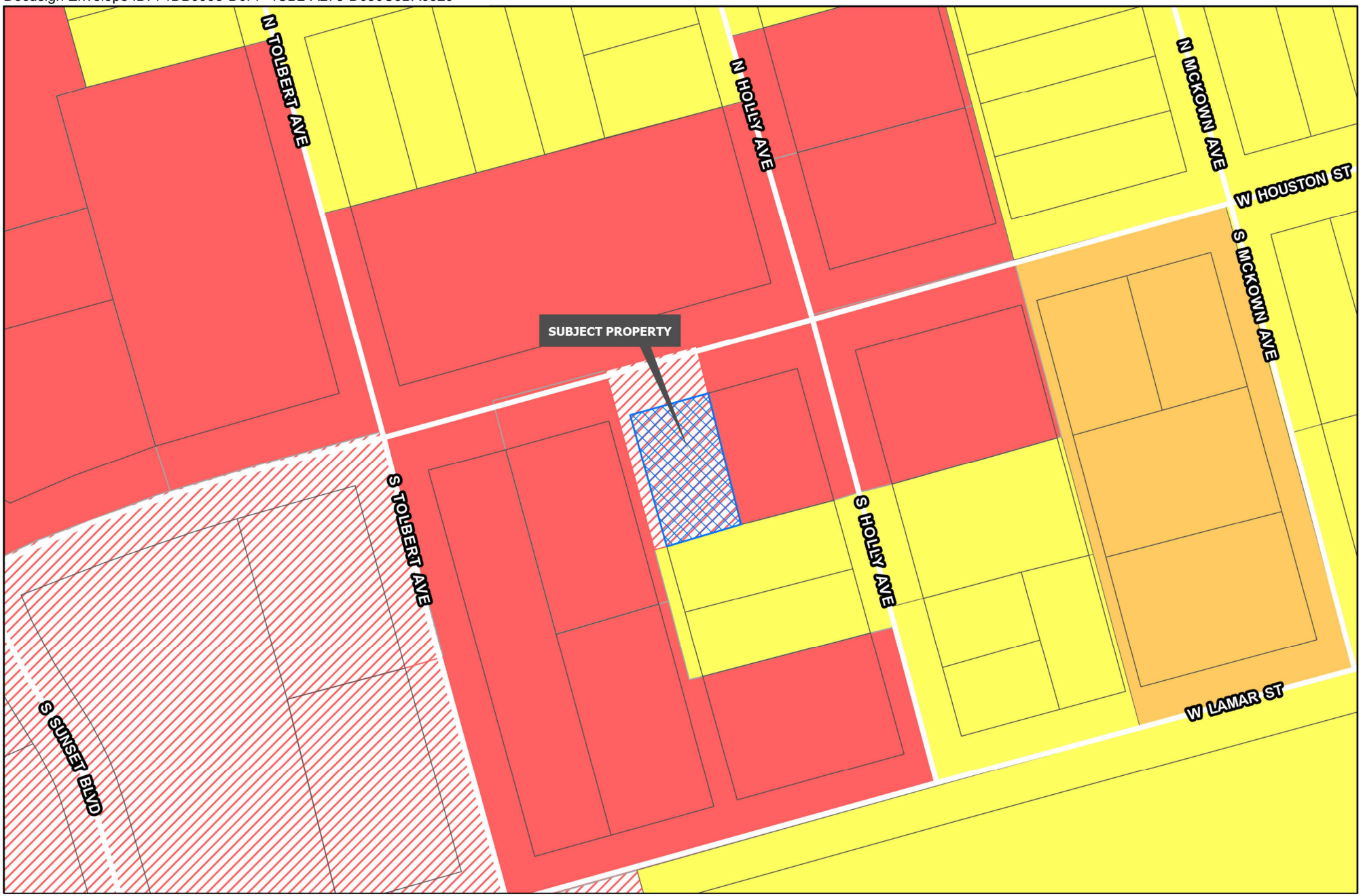
dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
1410 W HOUSTON ST

Docusign Envelope ID: 74DB9995-D0FF-4CB2-A278-D650C3BA0520



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

Road Names All

Planning & Zoning

CITY OF SHERMAN ZONING MAP 1410 W HOUSTON ST

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Date: 5/5/2025 3:39 PM

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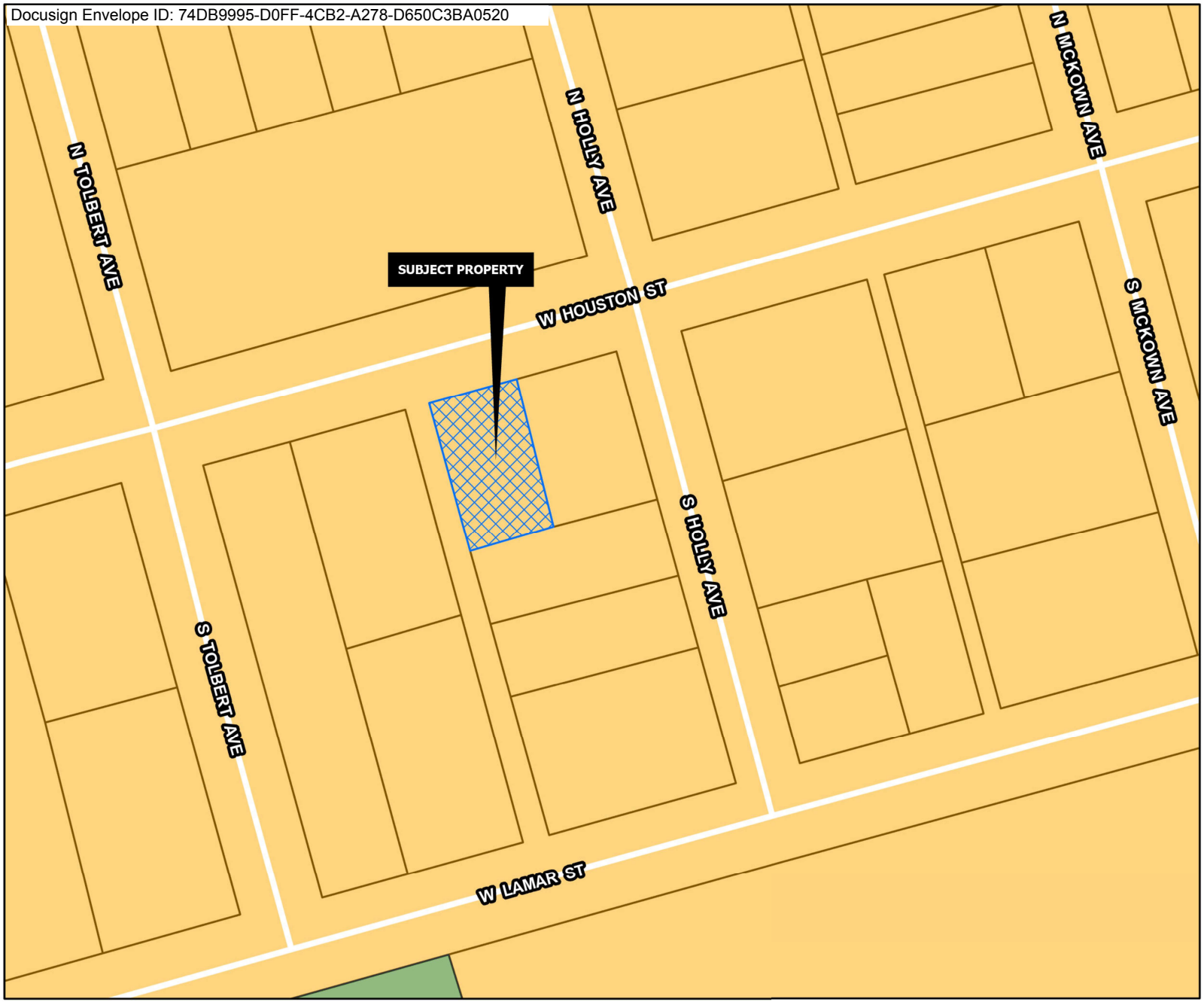

CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Road Names All
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
1410 W HOUSTON ST

N
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S

Date: 5/5/2025 3:39 PM

Docusign Envelope ID: 74DB9995-D0FF-4CB2-A278-D650C3BA0520

Marlow, Lauren

From: Planning
Subject: RE: 1410 W Houston St

From: Lauren Marlow
Sent: Monday, May 5, 2025 1:44 PM
To: Marlow, Lauren
Subject: 1410 W Houston St

Docusign Envelope ID: 74DB9995-D0FF-4CB2-A278-D650C3BA0520

Narrative of why we are requesting a Specific Use Permit for 1410 W. Houston St., Sherman, Texas.

Desire to put in a tire sales and tire repair shop.

Docusign Envelope ID: 74DB9995-D0FF-4CB2-A278-D650C3BA0520

West & South Side

Docusign Envelope ID: 74DB9995-D0FF-4CB2-A278-D650C3BA0520

North Side

Docusign Envelope ID: 74DB9995-D0FF-4CB2-A278-D650C3BA0520

West Side

East Side

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.6.

Meeting Date: 6/15/2026

Prepared By: Rob Rae, Developmental Services Director

Approved By:

Caption:
INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6945
Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow Tattoo Studio, On A Tract Of Land Zoned C-2 (General Commercial) District/Central Business District Overlay/Downtown Subdistrict Located At 121 East Wall Street, Consisting Of 0.458 Acres, Being Part Of Block D, T.J. Shannon's Supplement, In The J.B. McAnair Survey, Abstract No. 763 City Of Sherman, Grayson County, Texas, RLMG 401K Trust (Owner); And John Stone (Applicant); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00

Issue:
Consideration of a Specific Use Permit for 0.458 acres of land located at 121 East Wall Street to allow a Tattoo Studio in a C-2 (General Commercial) District/Central Business District Overlay/Downtown Subdistrict.

Background:
The property is located at 121 East Wall Street. The owner is requesting Site Plan approval and a Specific Use Permit to allow a Tattoo Studio in a C-2 (General Commercial) District/Central Business District Overlay/Downtown Subdistrict. The applicant is currently in operation at 119 East Wall Street, but is wanting to move to increase the space needed for their business.

Capital Improvement Program:
N/A

Origination:
The request of RLMG 401K Trust (Owner), and John Stone (Applicant)

Financial Consideration:
None.

Staff Recommendation:
At the May 19, 2026, regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Specific Use Permit be approved.

Alternatives:
The City Council could deny the request.

Attachments:

1. Ordinance No. 6945
2. Exhibit A
3. Exhibit B
4. Exhibit C
5. Location Map
6. Zoning Map
7. Future Landuse Map
8. Property Notification Sign
9. Project Narrative

ORDINANCE NO. 6945

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14 AND GRANTING A SPECIFIC USE PERMIT TO ALLOW TATTOO STUDIO, ON A TRACT OF LAND ZONED C-2 (GENERAL COMMERCIAL) DISTRICT/CENTRAL BUSINESS DISTRICT OVERLAY/DOWNTOWN SUBDISTRICT LOCATED AT 121 EAST WALL STREET, CONSISTING OF 0.458 ACRES, BEING PART OF BLOCK D, T.J. SHANNON'S SUPPLEMENT, IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763 CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, RLMG 401K TRUST (OWNER); AND JOHN STONE (APPLICANT); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; 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 Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

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 property located at 121 East Wall Street, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to allow a Tattoo studio, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include on **Exhibit A – Survey**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.

2. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
3. The property must be properly maintained in a state of good repair and neat appearance.
4. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
5. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
6. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
7. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Additional Conditions:

8. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B**.
9. The property shall be developed and used in accordance with all City Ordinances and the Building Elevations shown in **Exhibit C**.
10. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Electric Age Tattoo Co. is the owner or lessee of the property.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. 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 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 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. 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 8. 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 9. 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 10. 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 15th day of June 2026.

ADOPTED on this the 15th day of June 2026.

EFFECTIVE DATE on this the 15th day of June 2026.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

EXHIBIT A

FIELD NOTES
0.0458 ACRES

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the J. B. McAnair Survey, Abstract No. 763, being a part of Block "D", of T. J. Shannon's Supplement, to the City of Sherman, Texas, as per plat of record in Volume "B", Page 259, Deed Records, Grayson County, Texas, being a part of the 6,976 sq. ft. tract of land (Tract One) conveyed in the Special Warranty Deed with Vendor's Lien, from Grayson County College Foundation, Inc. to John Arriazola and Sharen Arriazola, on May 16, 2014, and recorded in Volume 5464, Page 370, Official Public Records, Grayson County, Texas, and in Grayson County Clerk's Document No. 2014-00009216, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a concrete nail set at the North edge of a concrete sidewalk, and at the South face of a one story brick building, in the South line of said Block "D", in the North line of Wall Street, and in the most Southern South line of said Arriazola Tract One, at the Southeast corner of the herein described tract of land, SAID beginning nail being in the center of a 1.4 ft. wide brick "column face" in said building, and at the Southeast corner of a sub-section of said building known by the address of 121 E. Wall Street, SAID beginning nail being South 74 deg. West, 14.15 ft. form the Southeast corner of said Arriazole Tract One, which is also in the center of a 1.4 ft. wide brick "column face" in said building, and is at the Southeast corner of a sub-section of said building known by the address of 123 E. Wall Street, and SAID beginning nail being South 74 deg. West, 86.15 ft. from the "overall" Southeast corner said brick building, which is at the Southeast corner of said Block "D", and is at the intersection of the North line of Wall Street and the West line of Walnut Street;

THENCE South 74 deg. West, with the South line of said Block "D" and with the North line of Wall Street, and with the "overall" South face of said brick building, a distance of 42.45 ft. to a concrete nail set in the center of yet another 1.4 ft. wide brick "column face" in said building, at the most "Eastern" Southwest corner of said Arriazola Tract One, and at the Southeast corner of the Vanderveer Group, LLC, 15.4 ft. wide by 47.0 ft. deep tract of land in Vol. 5756, Pg. 782, O.P.R.G.C.T., SAID nail being at the Southwest corner of a sub-section of said building known by the address of 117 E. Wall Street, and SAID Vanderveer 15.4 ft. wide tract being at the West 15.4 ft. of said "overall" brick building;

THENCE North 16 deg. West, through said brick building and somewhat along the center of a "party" wall, EXITING said building at 45.2 ft., and continuing for a TOTAL distance of 47.0 ft. to a ½ inch rebar (RPLS 6578) set in a concrete sidewalk or walkway that is behind said building, at the Northeast corner of said Vanderveer 15.4 ft. wide tract;

THENCE North 74 deg. East, over and across a portion of said Arriazola Tract One and along said concrete sidewalk or walkway, a distance of 42.45 ft. to a ½ inch rebar (RPLS 6578) set in said sidewalk, at the Northeast corner of the herein described tract of land;

THENCE South 16 deg. East, ENTERING said brick building at 1.8 ft., and continuing now somewhat along the center of a "party" wall, for a TOTAL distance of 47.0 ft. to the PLACE OF BEGINNING and containing 0.0458 ACRES of land.

EXHIBIT B

202
133
131
129
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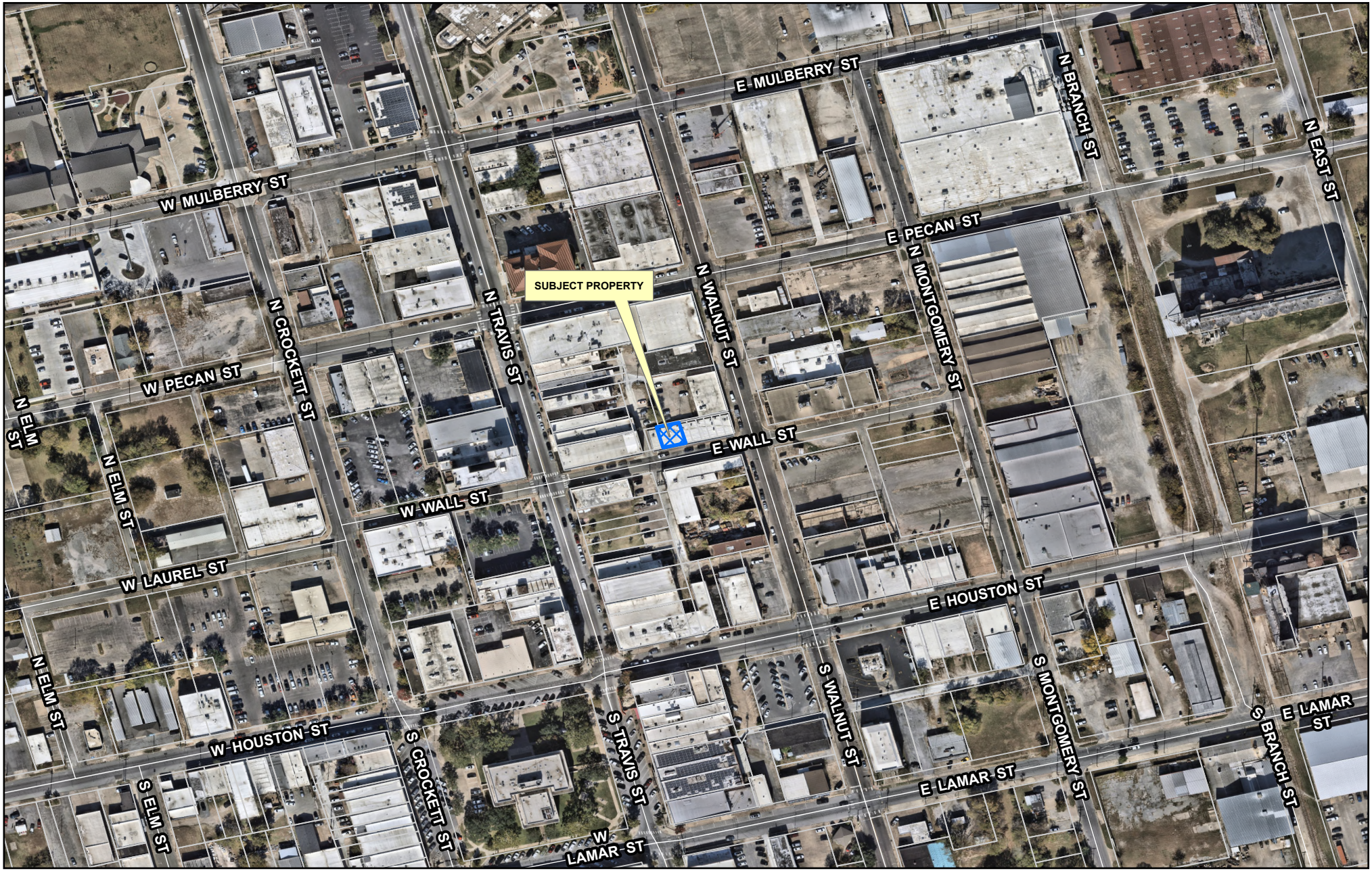
117
115
NWALNUTST
EWALLST
EWALLST
EWALLST
130
122
118
NWALNUTST

EXHIBIT C

ELECTRIC AGE
TATTOO
COMPANY
119
ELECTRIC AGE
TATTOO
Company
WERE OPEN
·APPOINTMENTS
Mostly
·WALK-INS
Welcome



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

CITY OF SHERMAN
LOCATION MAP
121 E WALL ST

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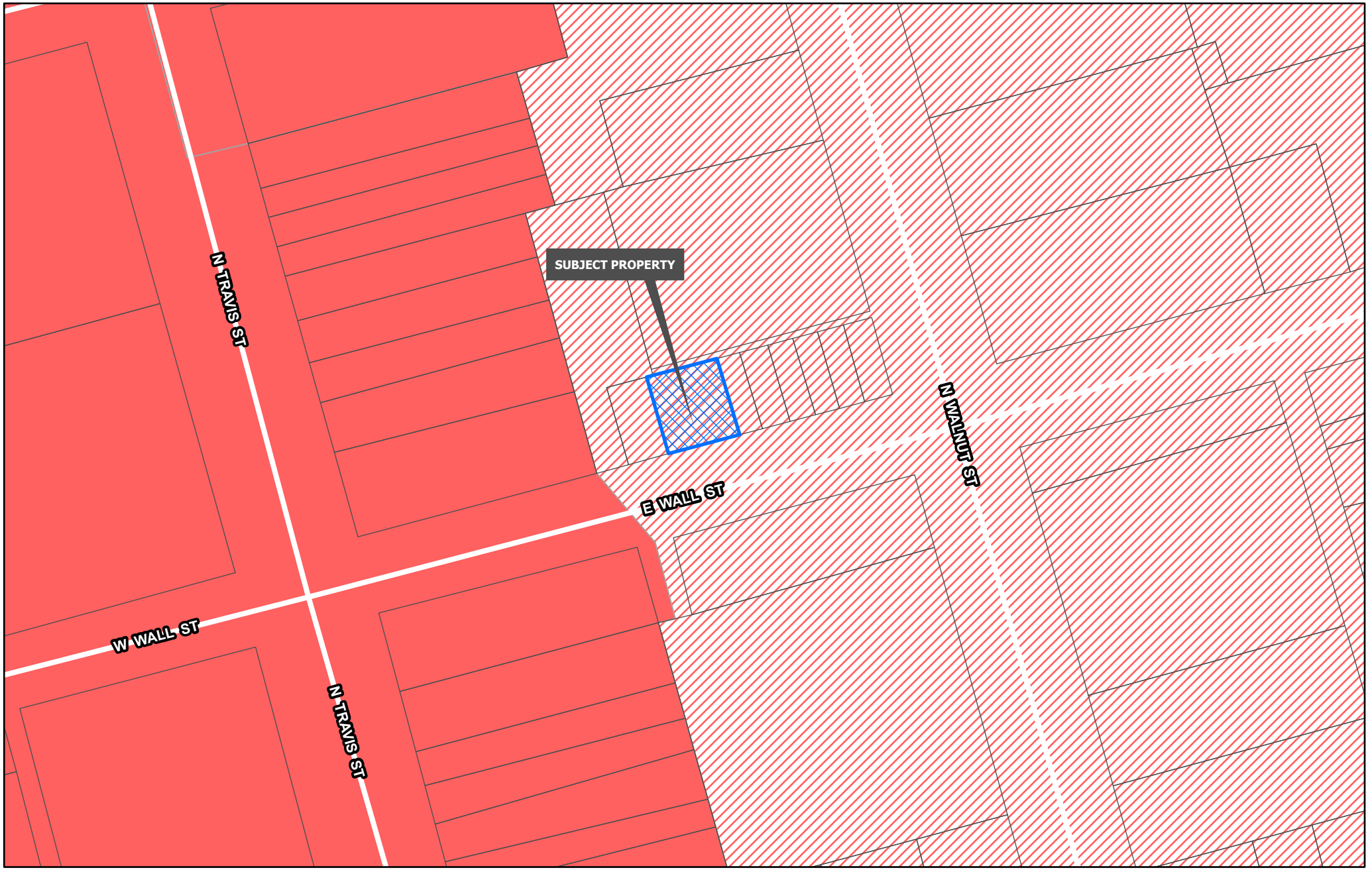

Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

Planning & Zoning

R-A Residential Agricultural
R-E Estate Residential
R-12 Single Family Residential
R-6 Single Family Residential
R-5 Single Family Residential
R-4 Patio Home Residential
R-2F Duplex Residential
R-TH Townhome Residential
MF-15 Multi-Family Residential
MF-30 Multi-Family Residential
MH Manufactured Housing
C-N Neighborhood Commercial
C-O Office
C-1 Retail Business
C-2 General Commercial
M-1 Light Manufacturing
M-1.5 Medium Manufacturing
M-2 Heavy Manufacturing
PD Planned Development

CITY OF SHERMAN
ZONING MAP
121 E WALL ST

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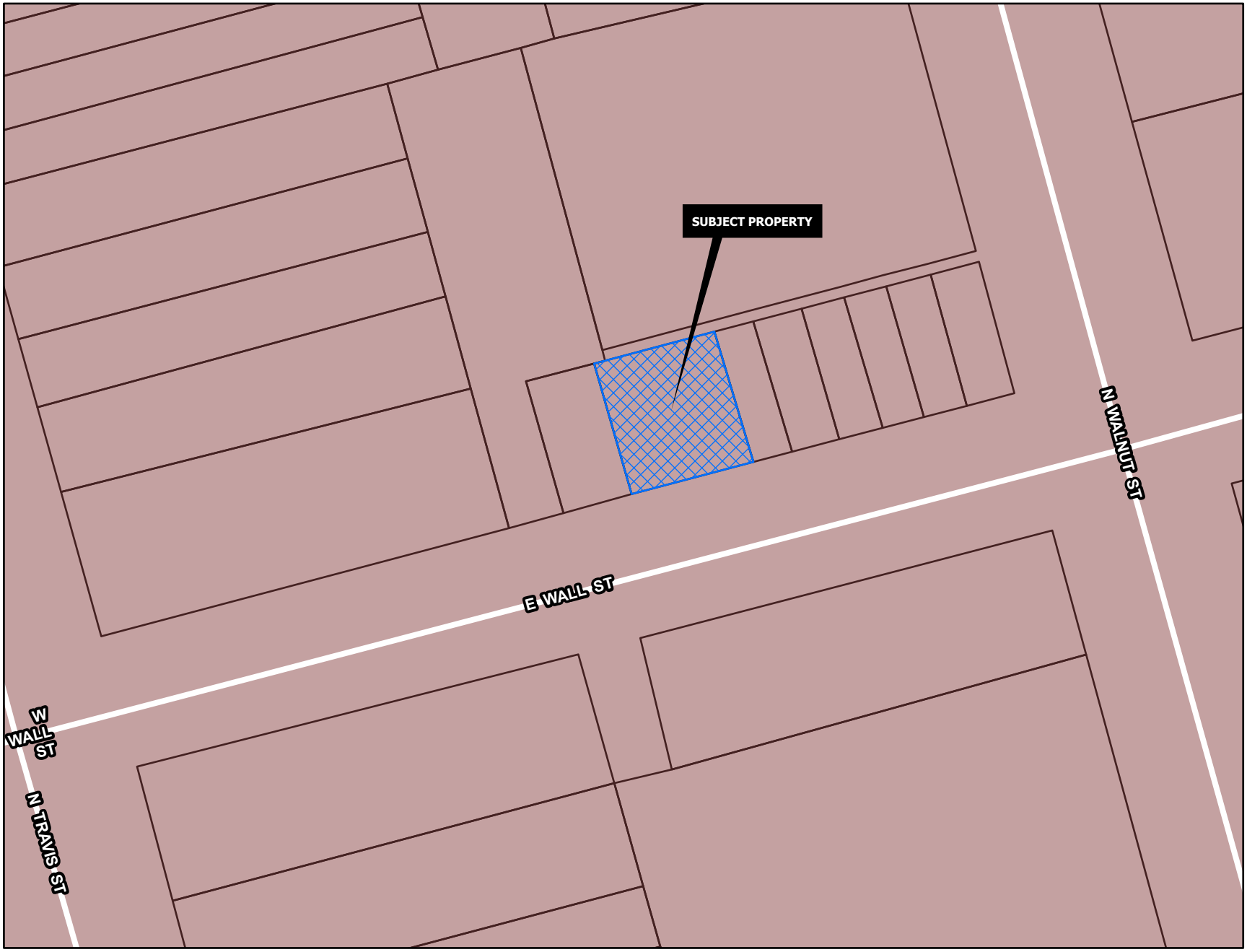

DOWNTOWN

Intent & Character

The Downtown category is intended to promote the redevelopment of Downtown Sherman. This area has many aspects to consider like mix of uses, historic and cultural elements, aging buildings and infrastructure, and the pedestrian experience. This area should be guided by a Downtown Master Plan that provides uniquely tailored action steps for the area.

Appropriate Land Use Types

- Residential (upper-story, multi-family)
- Retail and Restaurants
- Entertainment
- Office (preferably on the second floor and above)

Compatible Zoning Districts

- Multi-Family Residential (MF-15 and MF-30)
- Office
- Retail Business
- Neighborhood Commercial

Considerations

- Land uses in downtown should be balanced to promote activity during business and evening hours.
- Residential should be encouraged to support non-residential uses.
- Public facility uses should not be expanded and should be relocated if located in a part of downtown that would be better served by a more dynamic use.

Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LANDUSE MAP
121 E WALL ST

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W E
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Date: 4/28/2026 10:41 AM

MT.MOON
COLLECTIBLES
POKÉMON TCG
MAGIC TCG
NOTICE OF
SPECIFIC USE PERMIT
REQUEST
PROJECT #: 000373-2026
FOR MORE INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7210
People - Quality - Image

MT.MOON
COLLECTIBLES
POKÉMON TCG
MAGIC TCG
NOTICE OF
SPECIFIC USE PERMIT
REQUEST
PROJECT #: 000373-2026
FOR MORE INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7210
No Soliciting
NOTICE

To the City of Sherman Planning and Zoning Committee and City Council. Myself, Caleb Stone, and my partner Jayce Cogburn are seeking approval to relocate our business, Electric Age Tattoo Co. from 119 E Wall St to next door at 121 E Wall St.

Over the past almost 7 years of business, we have grown more than we ever imagined. We now host 4 artists, as well as an apprentice and various guest artists from other parts of the country. This expansion creates limited space with the layout we have now.

121 E Wall St is the same size building, with an open floor plan that would allow us to use the entire building to accommodate our artists and guests.

Our vision is not any different than it was when we began in 2019. We would like our storefront to mimic what it is now to keep familiarity with our customers, and continue to operate just as we always have.

Thank you for your consideration

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.1.

Meeting Date: 6/15/2026

Prepared By: Theresa Hutchinson, Park & Recreation Manager

Approved By: Zachary Flores, City Manager

Caption:
Resolution No. 7651
Authorizing Execution of a Construction Agreement with Whirlix Design, Inc. for the Construction of Hawn Park Futsal Courts, Shading and Parking Lot under TIPS Purchasing Cooperative.

Issue:
Authorizing Execution of Construction Agreement with Whirlix Design, Inc. for the Construction of Hawn Park Futsal Courts, Shading and Parking Lot under TIPS Purchasing Cooperative.

Background:
The proposed addition of Futsal Courts and supplementary parking at Hawn Park represents a significant step forward in our ongoing efforts to enhance the quality and inclusivity of Sherman's park system. These improvements align with the strategic objectives outlined in the Parks, Recreation, and Open Space Master Plan and reflect our commitment to providing exceptional recreational facilities for all community members.

The most recent enhancement to Hawn Park was completed in 2018, with the renovation of the Skate Park.

Hawn Park, a prominent regional park located on the east side of Sherman, is an ideal location for these improvements. The installation of Futsal Courts and additional parking is expected to significantly broaden recreational opportunities for residents.

City staff have been collaborating closely with CEI, Inc. to develop the design plans for these upgrades. Based on these designs, Whirlix Design, Inc. has submitted a comprehensive proposal for the installation of Futsal Courts, shading solutions, and parking facilities. Whirlix Design, Inc. is well-qualified for this project due to their specialized experience in park design and their ability to provide comprehensive services at competitive rates in line with industry standards. Their previous collaborations with staff on other projects ensure they have a thorough understanding of the City's vision and specific requirements, making them the preferred partner for this initiative.

Funding for construction totaling $1,704,206.02 has been secured through the Fiscal Year 2023-24 Capital Improvement Program, underscoring the City's strong commitment to enhancing recreational amenities for all residents.

Capital Improvement Program:
Funding has been secured through the Fiscal Year 2023-24 Capital Improvement Program

Origination:
Parks and Recreation Department

Financial Consideration:
$1,704,206.02

Staff Recommendation:
Staff recommends approval of this Construction Agreement.

Alternatives:
As may be directed by City Council.

Attachments:
1. Resolution No. 7651
2. Whirlix Final Agreement (Whirlix Executed 5.27.2026)
3. 1295 - Filed & Executed
4. Hawn Map
5. Hawn Park Rendering

RESOLUTION NO. 7651

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONSTRUCTION AGREEMENT WITH WHIRLIX DESIGN, INC. FOR THE CONSTRUCTON OF HAWN PARK FUTSAL COURTS, SHADING AND PARKING LOT UNDER TIPS PURCHASING COOPERATIVE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an Agreement with Whirlix Design, for construction of Hawn Park futsal courts, shading and parking lot in accordance with the terms and provisions of the contract documents attached hereto and incorporated herein for all purposes.

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 15th day of June 2026.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

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

BY: _____
RYAN PITTMAN, CITY ATTORNEY

CONSTRUCTION AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS AND WHIRLIX DESIGN, INC

The **City of SHERMAN, Texas**, a home-rule municipality ("SHERMAN"), and Whirlix Design Inc **a** Texas Corporation("Contractor"), enter into this Construction Agreement ("Agreement") for the purchase and installation of Site Amenities, Pavilion, parking Area, and Site Demolition at Hawn Park located in Sherman, Texas. SHERMAN and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, SHERMAN desires to engage Contractor to provide services in connection with the purchase and installation of site amenities, pavilion, parking area, and site demolition at Hawn Park under the terms and conditions of this Agreement ("Project");

WHEREAS, SHERMAN issued a Request for Quote (RFQ) through the TIPS-USA Cooperative Purchasing Program; and

WHEREAS, Contractor timely submitted a response to the RFQ, attached hereto as Exhibit A and incorporated herein for all purposes ("Submittal"), seeking to provide such services for City; and

WHEREAS, based on Contractor's representations in response to the RFQ, including those representations set forth in the quote, City has selected Contractor to provide the services sought in the RFQ under the terms and conditions of this Agreement ("Project").

WHEREAS, Contractor has agreed to provide the services for the Project.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services.

Contractor shall provide the services and deliverables that are set forth and described in the Agreement Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services"). The parties understand and agree that deviations or modifications to the scope of Services described in the Agreement Documents, in the form of one or more written change orders, may be authorized from time to time by SHERMAN ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the SHERMAN City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the SHERMAN City Council's authorization for the SHERMAN City Manager to execute said Change Order. Contractor agrees that SHERMAN's project managers, superintendents and/or inspectors are not authorized to issue verbal or written Change Orders.

2. Term.
Contractor shall mobilize on-site and commence performance of the Project (the "Mobilization Date") within thirty (30) calendar days of the Effective Date of this Agreement (hereinafter defined) and shall complete the Services within Two hundred seventy (270) calendar days of the Notice to Proceed. All obligations relating to time set forth herein are material and are of the essence of this Agreement. This Agreement shall remain in full force and effect until completion of the Project to SHERMAN's satisfaction. The obligations listed hereunder shall be fulfilled upon the completion of the Project to SHERMAN's satisfaction.

3. Compensation.
In exchange for the Services as described in the Agreement Documents, SHERMAN agrees to pay the Contractor in an amount not to exceed One million seven hundred four thousand two hundred six dollars and 02 cents ($1,704,206.02) for the completion of the Project contemplated by and in accordance with the Agreement Documents as follows:

On a monthly basis, Contractor shall submit a written invoice to SHERMAN for all Services completed in the immediately preceding month. The applicable portion of Contractor's Fee as reflected in each such invoice shall be due and payable by SHERMAN within thirty (30) days after SHERMAN finally accepts the Services described in each such invoice in accordance with the Agreement Documents and SHERMAN's ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising, except that SHERMAN is entitled to retain an amount equal to five percent (5%) of the Contractor's Fee, which shall be due and payable within thirty (30) days after Contractor completes the Project and SHERMAN finally accepts the same. Notwithstanding anything to the contrary herein, SHERMAN shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

Contractor and SHERMAN acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of SHERMAN, which fiscal year ends on September 30th of each year, shall be subject to SHERMAN City Council approval. In the event that the SHERMAN City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that SHERMAN shall be obligated to pay monies owed Contractor for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.
The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

a. This Agreement;

b. The RFQ, attached hereto as Exhibit A;

c. Insurance Requirements, attached hereto as Exhibit B;

d. City of SHERMAN's Standard Construction Details (which is on file in with the City Engineering Department);

e. The Standard Specifications for Public Works Construction (North Central Texas Third Edition 1998) as amended and supplemented by the City of SHERMAN's Special Provisions to said Standard Specification, as amended (which is on file in the City Engineering Department);

f. Drawings, attached hereto as Exhibit C;

g. Affidavit of Ownership, attached hereto as Exhibit D;

h. Form CIQ, attached hereto as Exhibit E;

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, or Exhibit B, are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, and Exhibit B shall prevail in that order.

5. Liquidated Damages.
Contractor acknowledges and agrees that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, SHERMAN will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the parties agree that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, then Contractor shall pay SHERMAN the sum of two hundred fifty and 00/100 dollars ($250.00) for each calendar day in which the Services are not completed, not as a penalty but as liquidated damages for the damages that would be suffered by SHERMAN as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Services as required herein.

6. Payment and Performance Bonds.
Prior to commencing work under this Agreement, Contractor shall furnish to SHERMAN a payment bond of which shall be in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure SHERMAN is indemnified against any claims for nonpayment of any part of the construction or work performed in connection with the Project.

The bonds required by SHERMAN pursuant to this Section must be: (i) good and sufficient bonds; (ii) in the amounts prescribed herein; and (iii) with a reputable and solvent corporate surety in favor of SHERMAN.

7. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations, or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

8. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in SHERMAN's Insurance Requirements, attached hereto as Exhibit B and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to SHERMAN. Contractor also shall comply with all other requirements set forth in Exhibit B.

9. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the SHERMAN City Charter. Contractor shall execute and deliver to SHERMAN the Affidavit of Ownership, attached hereto as Exhibit C and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to SHERMAN the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

10. Indemnity.

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SHERMAN AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "SHERMAN" FOR PURPOSES OF

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

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

SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY SHERMAN.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

11. Liability.
To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. SHERMAN assumes no such responsibility or liability. SHERMAN shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

12. Compliance with Laws; Standard of Care.
Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify SHERMAN in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

13. Termination.
SHERMAN is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

SHERMAN is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then SHERMAN shall have the right to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by SHERMAN shall not be deemed a waiver of any other right or remedy of SHERMAN.

If after exercising any remedy provided herein, the cost to SHERMAN of the performance of the balance of the work on the Project is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse SHERMAN for such excess, without waiver of any other right or remedy of SHERMAN.

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

14. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

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

16. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, SHERMAN has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

17. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

18. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial

consideration, the sufficiency of which is forever confessed.

19. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between SHERMAN and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

20. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

21. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

22. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

23. Headings.
The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

24. Indemnity.
The parties agree that the indemnity provision set forth in Section 10 herein is conspicuous and the parties have read and understood the same.

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

as follows:

If to Contractor, to: Whirlix Design, Inc.
David Paquette
1916 K Avenue
Plano, TX 75074
Telephone: 1-800-975-2147 or 469-344-6617
Email: dpaquette@whirlix.com

If to SHERMAN, to: City of SHERMAN
Attn: Dr. Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: robbyh@cityofsherman.com

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

26. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

27. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of SHERMAN; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between SHERMAN and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between SHERMAN and Contractor.

28. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of SHERMAN and the authorized representative of Contractor.

29. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

30. Reference to SHERMAN.
When referring to "SHERMAN" herein, this Agreement shall refer to and be binding upon SHERMAN, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom SHERMAN is legally responsible.

31. Certifications Required by Texas Law.
In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms in this Section have the meanings ascribed to them in the referenced statutes if defined therein.

32. Debarment/Suspension.
SHERMAN is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. SHERMAN, Contractor and Contractor's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Contractor shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

33. Restrictions on Lobbying.
SHERMAN and Contractor are prohibited from using funds awarded under the Agreement for lobbying purposes. Contractor shall include a statement of compliance with this provision in applicable procurement solicitations and third-party agreements for work on the Project.

34. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

35. Multiple Counterparts.
This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

[*Signature page follows*.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager
Date: _____

ATTEST:

_____
Teri Fine, City Clerk

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Hullett, PC
Ryan D. Pittman, City Attorneys

_____

_____

a _____

By: _____
Printed Name: David Paquette
Title: Vice President of Operations
Date: 5/27/2026

STATE OF TEXAS §
§
COUNTY OF Collin §

BEFORE ME, the undersigned authority, on this day personally appeared David Paquette known to me to be one of the persons whose names are subscribed to the foregoing instrument; that he acknowledged to me he is the VP Operations and duly authorized representative for Whirlix Design Inc and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of May, 2026

TERI ESTES
My Notary ID # 7829709
Expires December 15, 2028

Notary Public in and for the State of Texas
My Commission Expires: 12-15-28

EXHIBIT A

TIPS Contract 250104-02
Trades, Labor and Materis
Vendor #11645

Date: 05/22/2026

Project: Hawn Park
Location: Sherman Tx
To: Justin Eastwood

Proposal Expires: 60 Days from The Above Date

PROPOSAL: Construction of New City Park Hawn Park

Site Construction		
Mobilization, General Conditions		$63,556.57
Site Set Up, SWPPP		$21,279.02
Demolition		$12,558.57
Earthwork		$180,169.80
Utilities		$85,796.03
Concrete		$292,517.20
Futball Court		$520,240.00
Site Amenities		$24,889.00
Site Electrical		$225,897.60
Parking Lot Striping and Signage		$14,210.13
Landscaping and Irrigation		$74,389.32
Shade Structures		$86,190.00
	SUBTOTAL	**$1,601,693.24**
Subtotal Construction cost (including COI)		**$1,601,693.24**
Contract Coefficient	**0.05**	$80,104.78
Subtotal Including Coefficient		**$1,681,798.02**
Bonding	**%**	$22,408.00
Owner Controlled Contingency		$0.00
TOTAL PROPOSAL PRICE		**$1,704,206.02**

Base Bid Inclusions:

- **Pricing subject to change relative to any changes to final design or construction submittals**
- **This proposal pricing utilizes TIPS contract #250104-02**
- **Turnkey Construction:** Site Set up (SWPPP, Temp Fencing, Porta Potty, Demolition), Earthwork, Site Utilities, Site, Electrical, Shade Structures, Fustball Court, Landscaping and Irrigation.
- Soil/pad prep and stub up of utilies for the restroom (plumbing, eletrical, sanitary sewer, etc.) to be in place prior to delivery and installation of prefab unit by others.
- Full Submittal Package
- Warranty - one year workmanship warranty and any manufacturer or product warranties transferred to the city
- Concept based proposal from site evaluations and scope determined above
- RSMeans line item may be provided upon owner request
- This proposal includes performance and payment bond per Texas law

Project Notes: Per city directive all spoils to be spread across site, The above bid excludes lime stabilization. Quote is based on extra 1" of concrete and aggregate base. Additionally, City to provide the restroom and installation.

Base Bid Exclusions (unless otherwise noted):

- Sales Tax
- Craning of Equipment
- Purchase and installation of the restroom building (to be provided by City)
- Textura, Oracle, etc.
- Construction Management Software Required for a Specific Project

(Exclusions continued on page 2)

- No traffic control plan specifically priced/included for lane closures
- Logistical Issues that Prevent Truck or Equipment Access to Site
- Remobilization Charges Due to Weather or Project Delays
- Offsite Storage of Equipment Due to Weather or Project Related Delays
- On Site Security
- Permitting, Inspections, Water Meter and impact fees
- Third Party Inspection or Testing
- No haul off of spoils quoted. Excess spoils to be spread across site

Terms: Net 30 for Existing Customers. All new customers are subject to a credit check and Possible deposit. Payment terms will be based, in part, on credit review that is pulled from The Experian Business Division. Pursuant to Tex. Prop. Code § 53.159, Whirlix will need all Bond information at the time of signed proposal, contract, and / or deposit.

All taxes now or hereafter levied by federal, state or local authority upon the sale of any of the forgoing products to be paid for by the purchaser. All quotations are subject to the conditions printed on the following pages, if any and when accepted are subject to the approval of an officer of this company.

Prepared by Matt Pascoe Whirlix Design Inc · mpascoe@whirlix.com · 945-867-2597

Acceptance of Approval: The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above. Any balances not paid within thirty (30) days of the date of the invoice shall accrue interest at the rate of 18% per annum. Any action to construe, declare or enforce this contract shall only be brought in a court of competent jurisdiction with venue lying solely and exclusively in Dallas County, Texas. The prevailing party in any action brought to construe, declare or enforce this contract shall be entitled to recover its actual attorney's fees, attorney's travel time charges and expenses, paralegal fees, computer access and utilization charges, expert witness fees and expenses, costs, expenses and expenses of investigation, discovery, and litigation. The parties to this contract expressly waive the right to trial by jury of any cause of action or defense pertaining to this contract. The above prices, specifications, and conditions are satisfactory and accepted. You are hereby authorized to provide all items described above.

Date: _____ Signature: _____

City's Insurance Requirements Exhibit B

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverage, with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

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

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

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

X	1. Worker's Compensation & Employers Liability	$100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
X	2. General Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
X	3. Automobile Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__	4. XCU Coverage	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__	5. Professional Liability	Minimum $1,000,000.00 each claim Minimum $2,000,000.00 in the aggregate
X__	6. Umbrella Coverage or Excess Liability	An amount of $2,000,000.0

X 7. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

X 8. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

X 9. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

X 10. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

X 11. The Certificate of Insurance must state the project title.

__ 12. Other requirements (stated below)

Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
Texas doesn't require most private employers to have workers' compensation. But private employers who contract with government entities must provide workers' compensation coverage for the employees working on the project. Some contractors may require their subcontractors and independent contractors to have workers' compensation.

By signing this form, you agree to carry the insurance as outlined herein and provide a Certificate of Insurance to the
City upon request.

Whirlix Design Inc
Company

Company Agent Signature

David Paquette
Printed Name

5-22-26
Date

****Remainder of this page intentionally left blank****

EXHIBIT C

SITE DEVELOPMENT PLANS

HAWN PARK- 100% BID SET

CITY OF SHERMAN

900 S DEWEY AVE.

SHERMAN, TEXAS

EXHIBIT C

GENERAL NOTES:

A. TOPOGRAPHIC BOUNDARY SURVEY, INCLUDING PROPERTY LINES, LEGAL DESCRIPTION, EXISTING UTILITIES, SITE TOPOGRAPHY WITH SPOT ELEVATIONS, OUTSTANDING PHYSICAL FEATURES AND EXISTING STRUCTURE LOCATIONS WAS PROVIDED BY THE FOLLOWING COMPANY, AS A CONTRACTOR TO THE SELLER/OWNER:

TOPOGRAPHY: CEI ENGINEERING ASSOCIATES, INC.
3030 LBJ FWY., SUITE 920
DALLAS, TX 75234
(972) 488-3737

B. ALL PHASES OF SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE OWNER / DEVELOPER SITE WORK SPECIFICATIONS.

C. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF EXISTING STRUCTURES, RELATED UTILITIES, PAVING, UNDERGROUND STORAGE TANKS AND ANY OTHER EXISTING IMPROVEMENTS AS NOTED. SEE SITE WORK SPECIFICATIONS.

D. CONTRACTOR IS TO REMOVE AND DISPOSE OF ALL DEBRIS, RUBBISH AND OTHER MATERIALS RESULTING FROM PREVIOUS AND CURRENT DEMOLITION OPERATIONS. DISPOSAL WILL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND/OR FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS.

E. THE GENERAL CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR AND SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT.

F. WARRANTY/DISCLAIMER: THE DESIGNS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING FOR THE DESIGN FUNCTIONS AND USES INTENDED BY THE OWNER AT THIS TIME. HOWEVER, NEITHER THE ENGINEER NOR ITS PERSONNEL CAN OR DO WARRANT THESE DESIGNS OR PLANS AS CONSTRUCTED EXCEPT IN THE SPECIFIC CASES WHERE THE ENGINEER INSPECTS AND CONTROLS THE PHYSICAL CONSTRUCTION ON A CONTEMPORANEOUS BASIS AT THE SITE.

G. SAFETY NOTICE TO CONTRACTOR: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. ANY CONSTRUCTION OBSERVATION BY THE ENGINEER OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES, IN, ON OR NEAR THE CONSTRUCTION SITE.

H. ALL CONSTRUCTION IN STATE HIGHWAY DEPARTMENT RIGHT-OF-WAY SHALL BE COORDINATED WITH THE HIGHWAY DEPARTMENT RESIDENT ENGINEER.

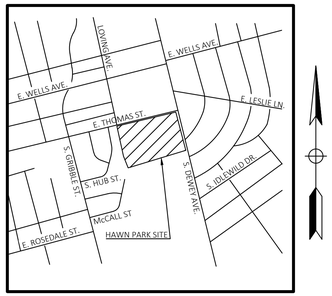
I. WETLANDS NOTE: ANY DEVELOPMENT, EXCAVATION, CONSTRUCTION, OR FILLING IN A U.S. CORPS OF ENGINEERS DESIGNATED WETLAND IS SUBJECT TO LOCAL, STATE AND FEDERAL APPROVALS. THE CONTRACTOR SHALL COMPLY WITH ALL PERMIT REQUIREMENTS AND/OR RESTRICTIONS AND ANY VIOLATION WILL BE SUBJECT TO FEDERAL PENALTY. THE CONTRACTOR SHALL HOLD THE OWNER/DEVELOPER, THE ENGINEER AND THE LOCAL GOVERNING AGENCIES HARMLESS AGAINST SUCH VIOLATION.

J. RESIDENT ENGINEERING SERVICES: WHEN REQUESTED BY THE OWNER, RESIDENT ENGINEERING SERVICES SHALL BE PROVIDED BY THE ENGINEERS (ON A TIME AND FREQUENCY BASIS) ACCEPTABLE TO THE CITY ENGINEER FOR IMPROVEMENTS TO PUBLIC WATER MAINS, PUBLIC SEWER, AND CITY STREETS. AT THE COMPLETION OF CONSTRUCTION, THE ENGINEER SHALL CERTIFY THE CONSTRUCTION TO BE IN COMPLIANCE WITH THE PLANS AND SPECIFICATIONS. THIS WORK WILL BE AT THE OWNER/DEVELOPER'S DIRECT EXPENSE AND SHALL BE COORDINATED WITH CEI ENGINEERING ASSOCIATES, INC. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE RESIDENT ENGINEER OF ANY PRECONSTRUCTION / CONSTRUCTION CONFERENCES AND ANY PUBLIC CONSTRUCTION 24 HOURS PRIOR TO SAID ACTION.

K. PRINTED DRAWINGS PROVIDED BY ENGINEER ARE PART OF THE CONTRACT DOCUMENTS. ELECTRONIC DATA IS NOT. ELECTRONIC DATA PROVIDED IS FOR CONTRACTOR'S CONVENIENCE ONLY. IT IS CONTRACTOR'S RESPONSIBILITY TO VERIFY ELECTRONIC DATA AGAINST PRINTED DRAWINGS. USE OF ELECTRONIC DATA IS AT CONTRACTOR'S RISK.

FLOOD CERTIFICATION:

BY SCALED MAP LOCATION AND GRAPHICAL PLOTTING ONLY. THIS PROPERTY IS DETERMINED TO BE LOCATED WITHIN ZONE X, OR AREAS OUTSIDE THE 0.2% ANNUAL CHANCE 100-YR FLOODPLAIN AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM.
FLOOD INSURANCE MAP FOR GRAYSON COUNTY , TEXAS.
MAP NUMBER: 48181C0290G
MAP REVISED: EFF.9/1/2022



VICINITY MAP
NOT TO SCALE

CEI CONTACT:

NAME: CLIF RODGERS
EMAIL: clif.rodgers@ceieng.com
PHONE: (479) 273-9472

CLIENT CONTACT:

NAME: THERESA HUTCHINSON
EMAIL: theresah@cityofsherman.com
PHONE: (903) 892-7344

FAA PERMIT CLEARANCE
Left Light Pole:
AERONAUTICAL STUDY NO.
2025-ASW-11306-OE
ISSUE DATE: 09/16/2025

Right Light Pole:
AERONAUTICAL STUDY NO.
2025-ASW-11307-OE
ISSUE DATE: 09/16/2025

PLAN INDEX:

C0.0	COVER SHEET	C7.5	DETAIL SHEET 6
C0.1	OVERALL SITE PLAN	C7.6	DETAIL SHEET 7
C1.0	DEMOLITION PLAN	C7.7	DETAIL SHEET 8
C2.0	SITE LAYOUT & MATERIALS PLAN	C7.8	DETAIL SHEET 9
C3.0	GRADING PLAN	C7.9	DETAIL SHEET 10
C4.0	EROSION CONTROL PLAN	C7.10	DETAIL SHEET 11
C4.1	EROSION CONTROL NOTES	C7.11	DETAIL SHEET 12
C5.0	UTILITY PLAN	E1.1	ELECTRICAL SCHEDULE
C6.0	LANDSCAPE PLAN	E1.2	ELECTRICAL SCHEDULE
C6.1	LANDSCAPE NOTES	E1.3	ELECTRICAL SCHEDULE
C7.0	DETAIL SHEET 1	E2.1	SITE PLAN- ELECTRICAL
C7.1	DETAIL SHEET 2	1 OF 1	TOPOGRAPHICAL SURVEY, HAWN PARK
C7.2	DETAIL SHEET 3	DR1.0	PRE DEVELOPMENT DRAINAGE AREA MAP
C7.3	DETAIL SHEET 4	DR2.0	POST DEVELOPMENT DRAINAGE AREA MAP
C7.4	DETAIL SHEET 5	DR3.0	INLET DRAINAGE MAP

RESOURCE LIST:

CITY OF SHERMAN PARKS & REC
THERESA HUTCHINSON
1002 N. MUSIC ST.
SHERMAN, TX 75090
PHONE: (903) 892-7344
EMAIL: theresah@cityofsherman.com

CITY OF SHERMAN ENGINEERING
WAYNE LEE, PE
317 S. TRAVIS ST.
SHERMAN, TX 75090
PHONE: (903) 892-7208
EMAIL:waynel@cityofsherman.com

CORWORTH RESTROOM FACILITIES
CALEB TEMPLETON
1707 COLT CIRCLE
MARBLE FALLS, TX 78654
PHONE: (215) 222-5454
EMAIL: caleb@corworth.com

MUSCO LIGHTING
CHRIS JOHNSON
LUCAS, TX 75002
PHONE: (866) 926-0447
(214) 733-2927 cell
EMAIL: chris.johnson@musco.com

WE BUILD FUN
MITCH BEASLEY
PO BOX 29
ALLEN, TX 75013
PHONE: (972) 502-9406
EMAIL: mitch@webuildfun.com

ROMINE, ROMINE & BURGESS, INC.
L. LANCE MORROW, P.E.
ELECTRICAL ENGINEER
PHONE: 817-290-6545
EMAIL: lmorrow@romineinc.com

ONCOR ELECTRIC
STEVE MEEKS
PHONE: (903) 436-6130

Know what's **below.**
Call before you dig.

CEI Solutions for Land and Life

CIVIL ENGINEERING ▪ LANDSCAPE ARCHITECTURE ▪ LAND SURVEYING ▪ PLANNING
BENTONVILLE | DALLAS | FRESNO | HOUSTON | JACKSONVILLE | MINNEAPOLIS | PHILADELPHIA | PHOENIX

CEI ENGINEERING ASSOCIATES, INC.
3030 LBJ FWY., SUITE 920
DALLAS, TX 75234
PHONE: (972) 488-3737

HAWN PARK- 100% BID SET
CITY OF SHERMAN
900 S DEWEY AVE.
SHERMAN, TEXAS

STATE OF TEXAS
CHRISTOPHER J. WALL
140722
LICENSED PROFESSIONAL ENGINEER
F-7524
2-20-2026

PROFESSIONAL OF RECORD	CJW
PROJECT MANAGER	MCR
DESIGNER	MSW
CEI PROJECT NUMBER	34485.2
DATE	1/14/2026
REVISION	REV-1

COVER SHEET
SHEET TITLE

SHEET NUMBER
C0.0

DRAWING LOCATION - P:\34000\34485.2\DRAWINGS\DESIGN\WORKING\34485.2-CS.DWG - SAVED BY - MWALTERS

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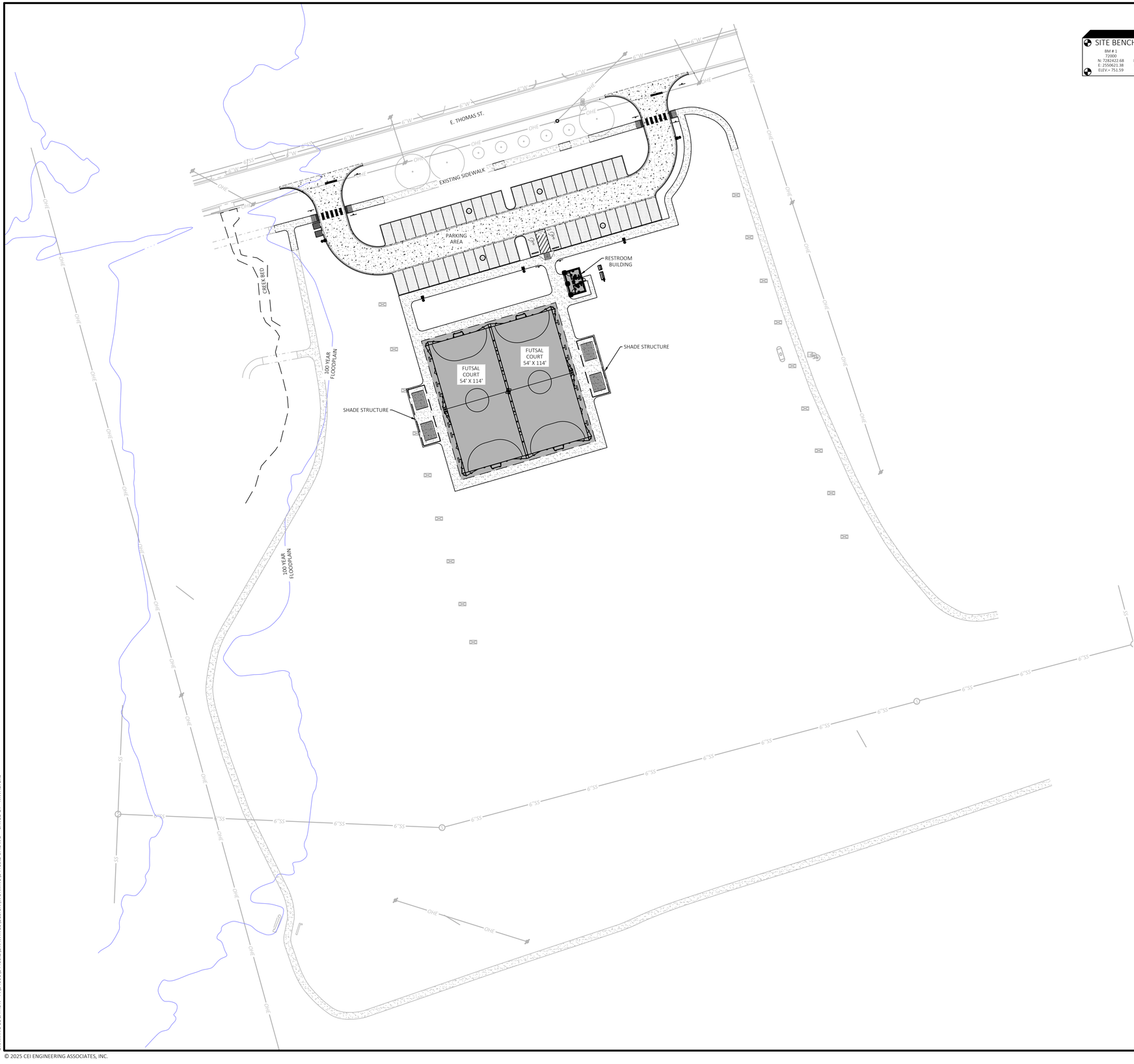

SITE BENCHMARK

BM # 1	BM # 2
72000	72002
N: 7282422.68	N: 7281879.59
E: 2550621.38	E: 2550772.18
ELEV.= 751.59	ELEV.= 738.82

0 40' 60' 80'

SCALE IN FEET

811 Know what's **below.** **Call** before you dig.

EXISTING LEGEND

	HANDRAIL	W	*Water Riser*
	Break Line		*Water Meter*
OHE	*Overhead Electric Line*		*Utility Pole*
SS	*Sanitary Sewer Line*	MB	*Mail Box*
(Size)	*Storm Drainage Pipe*	CMP	*Corrugated Metal Pipe*
	Benchmark (BM)		*Bench*
	Sewer Manhole (SMH)	B/B	*Back to Back of Curb*
	Irrigation Control Box		*Universal Valve Box*
	Existing Tree		

PROPOSED LEGEND

- CONCRETE CURB AND GUTTER. SEE DETAIL 70L.
- BUILDING CONTROL POINT
- PROPOSED PARKING SPACES
- LIMITS OF SIDEWALKS AND CONCRETE APRONS
- STANDARD DUTY CONCRETE PAVING, SEE DETAIL 08E
- HEAVY DUTY CONCRETE PAVING, SEE DETAIL 08C
- POST TENSION CONCRETE
- TURF REINFORCEMENT MAT
- LIGHT POLE, SEE ELECTRICAL PLANS

CEI Solutions for Land and Life

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DALLAS, TX 75234
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FAX: -----

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SHERMAN, TEXAS

STATE OF TEXAS
CHRISTOPHER J. WALL
140722
LICENSED
PROFESSIONAL ENGINEER
2-20-2026

F-7524

PROFESSIONAL OF RECORD	CJW
PROJECT MANAGER	MCR
DESIGNER	MSW
CEI PROJECT NUMBER	34485.2
DATE	12/10/2025
REVISION	REV-1

OVERALL SITE PLAN
SHEET TITLE

SHEET NUMBER
CO.1

DRAWING LOCATION - P:\34000\34485.2\DRAWINGS\DESIGN\WORKING\34485.2-SP 0WG - SAVED BY - MWALTERS

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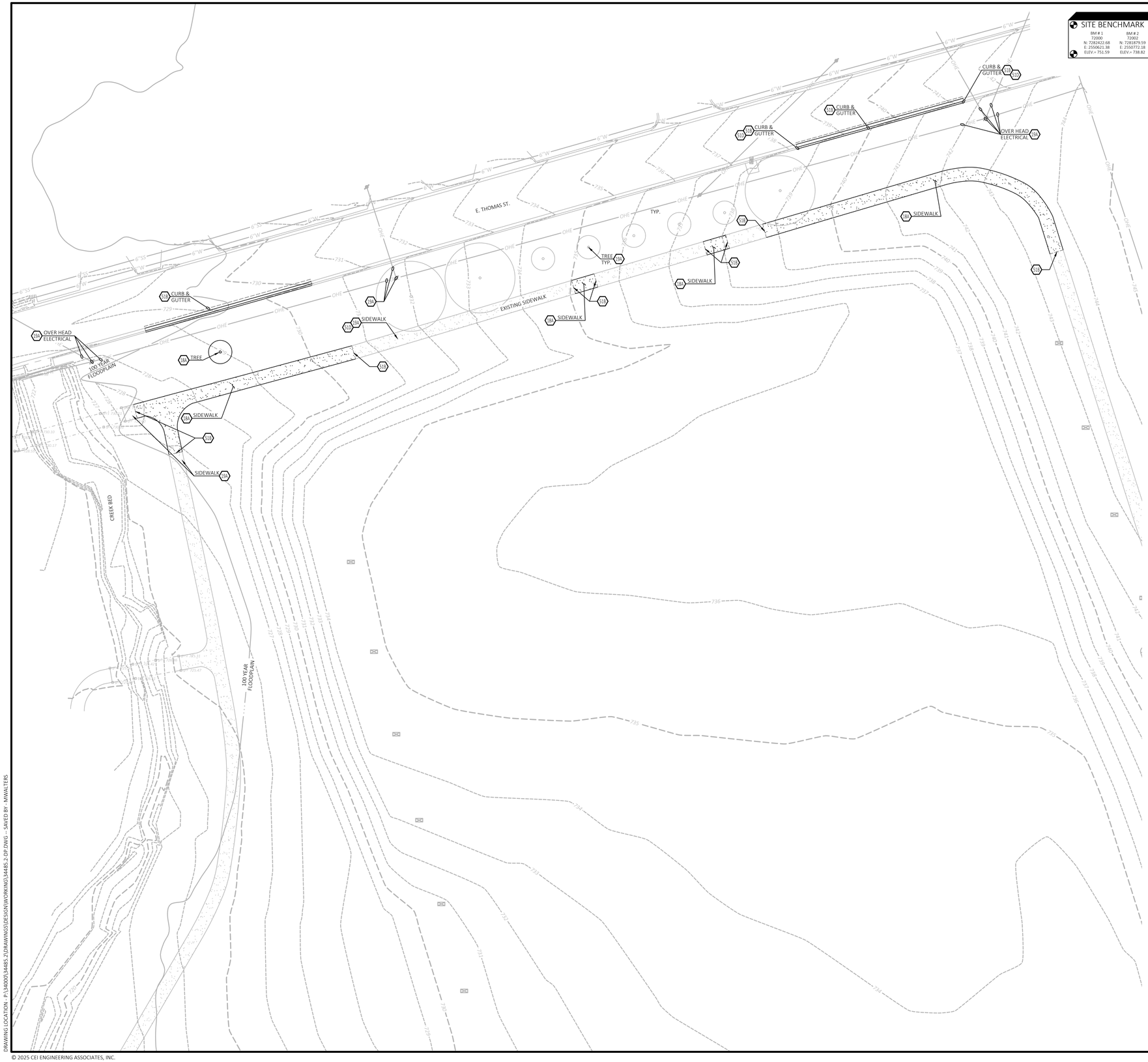

811 Know what's **below.** **Call** before you dig.

EXISTING LEGEND

- HANDRAIL
- Break Line
- OHE — Overhead Electric Line
- SS — Sanitary Sewer Line
- SDW — Storm Drainage Pipe
- Benchmark (BM)
- Sewer Manhole (SMH)
- Irrigation Control Box
- Existing Tree
- WR — Water Riser
- WM — Water Meter
- Utility Pole
- MB — Mail Box
- CMP — Corrugated Metal Pipe
- Bench
- B/B — Back to Back of Curb
- Universal Valve Box

PROPOSED LEGEND

EXISTING CONCRETE TO BE REMOVED

GENERAL DEMOLITION NOTES

A. THE SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE "CITY OF SHERMAN STANDARD SITE WORK SPECIFICATIONS".

B. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF THE EXISTING STRUCTURES, RELATED UTILITIES, PAVING, UNDERGROUND STORAGE TANKS AND ANY OTHER EXISTING IMPROVEMENTS AS NOTED. SEE SITE WORK SPECIFICATIONS.

C. CONTRACTOR IS TO REMOVE AND DISPOSE OF ALL DEBRIS, RUBBISH AND OTHER MATERIALS RESULTING FROM PREVIOUS AND CURRENT DEMOLITION OPERATIONS. DISPOSAL WILL BE IN ACCORDANCE WITH ALL LOCAL, STATE AND/OR FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS.

D. THE GENERAL CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. THE CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.

E. ENGINEER'S NOTICE TO CONTRACTOR
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

F. EXISTING TREES ARE PRESENT IN CONSTRUCTION LOCATIONS. CONTRACTOR SHALL ONLY REMOVE TREES AS NECESSARY FOR CONSTRUCTION OF STRUCTURES. CONTRACTOR SHALL TAKE STEPS TO PROTECT TREES THAT WILL NOT BE REMOVED DURING CONSTRUCTION.

SITE DEMOLITION NOTES

18A EXISTING TO BE REMOVED.
19A EXISTING TO REMAIN.
51B LIMITS OF SAWCUT AND PAVEMENT REMOVAL
51D PROTECT EXISTING STRUCTURES AND/OR PIPES DURING DEMOLITION AND CONSTRUCTION PHASES.

NOTE: CONTRACTOR TO FIELD VERIFY AND ADJUST EXISTING IRRIGATION SYSTEM TO ACCOMMODATE PROPOSED SITE IMPROVEMENTS. ALL MODIFICATIONS SHALL MEET OR EXCEED TCEQ MINIMUM STANDARDS FOR IRRIGATION.

THE IRRIGATION CONTRACTOR FOR THIS SITE SHALL HAVE A TEXAS IRRIGATOR'S LICENSE AND SHALL BE RESPONSIBLE FOR SECURING ALL PERMITS, COORDINATING REQUIRED INSPECTIONS, PROVIDING FINAL AS-BUILT DRAWINGS, CONDUCTING FINAL WALK THROUGH, ETC.

ALL EMISSION DEVICES MUST BE ADJUSTED TO DIRECT FLOW OF WATER AWAY FROM IMPERVIOUS SURFACES AND MUST NOT BE INSTALLED CLOSER THAN 4" FROM THE HARDSCAPE.

ALL WIRING USED IN THE IRRIGATION SYSTEM MUST BE UL LISTED FOR DIRECT UNDERGROUND BURIAL.

IRRIGATION IN TEXAS IS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), MC-178, PO BOX 13087, AUSTIN, TX 78711-3087. TCEQ'S WEBSITE IS WWW.TCEQ.STATE.TX.US

CEI ENGINEERING ASSOCIATES, INC.
3030 LBJ FWY.
DALLAS, TX 75234
PHONE: (972) 488-3737

HAWN PARK- 100% BID SET
CITY OF SHERMAN
900 S DEWEY AVE.
SHERMAN, TEXAS

STATE OF TEXAS
CHRISTOPHER J. WALL
140722
LICENSED
PROFESSIONAL ENGINEER
F-7524
2-20-2026

PROFESSIONAL OF RECORD	CJW
PROJECT MANAGER	MCR
DESIGNER	MSW
CEI PROJECT NUMBER	34485.2
DATE	11/5/2025
REVISION	REV-1

DEMOLITION PLAN
SHEET TITLE

SHEET NUMBER
C1.0

DRAWING LOCATION - P:\34000\34485.2\DRAWINGS\DESIGN\WORKING\34485.2_DP.DWG – SAVED BY - MWALTERS

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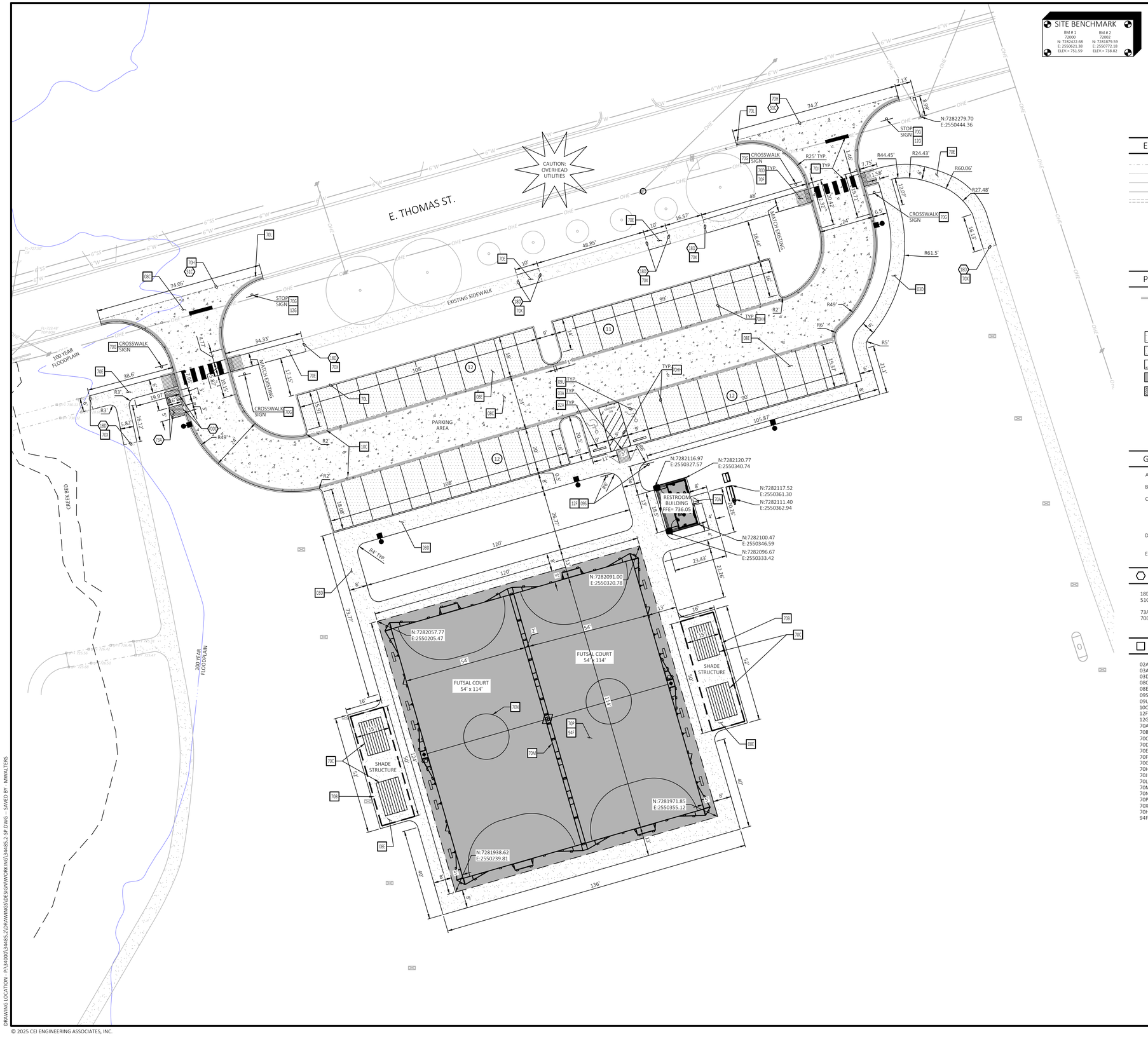

SITE BENCHMARK

BM # 1	BM # 2
72000	72002
N: 7282422.68	N: 7281879.59
E: 2550621.38	E: 2550772.18
ELEV.= 751.59	ELEV.= 738.82

0 20' 30' 40'
SCALE IN FEET

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- Sewer Manhole (SMH)
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- Existing Tree
- WR — Water Riser
- Water Meter
- Utility Pole
- MB — Mail Box
- CMP — Corrugated Metal Pipe
- Bench
- B/B — Back to Back of Curb
- Universal Valve Box

PROPOSED LEGEND

- CONCRETE CURB AND GUTTER. SEE DETAIL 70L.
- (#) PROPOSED PARKING SPACES
- LIMITS OF SIDEWALKS
- STANDARD DUTY CONCRETE PAVING, SEE DETAIL 08E
- HEAVY DUTY CONCRETE PAVING, SEE DETAIL 08C
- POST TENSION CONCRETE, SEE DETAIL 70P
- TURF REINFORCEMENT MAT, SEE GRADING PLAN
- FIRE DEPARTMENT CONNECTION
- SANITARY SEWER CLEAN-OUT
- PROPOSED ELECTRICAL GEAR & LIGHTING CONTROLS
- PROPOSED METER AND SERVICE MAIN DISCONNECT SWITCH
- PROPOSED SPORTS LIGHTING
- PROPOSED COURT LIGHTING
- PROPOSED POLETOP TRANSFORMER
- LIGHT POLE, SEE ELECTRICAL PLANS

GENERAL SITE NOTES

A. ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.

B. ALL CURB RETURN RADII SHALL BE 4' OR 25', AS SHOWN TYPICAL ON THIS PLAN, UNLESS OTHERWISE NOTED.

C. UNLESS OTHERWISE SHOWN, CALLED OUT OR SPECIFIED HEREON OR WITHIN THE SPECIFICATIONS: ALL CURBING ADJACENT TO CONCRETE PAVING SHALL BE INSTALLED PER DETAIL 70L. PAVEMENT SHALL BE INSTALLED IN ACCORDANCE WITH DETAIL 08C OVER THE FIRE LANE PARKING LOT AREA AND ALL APPROACH DRIVES. PAVEMENT SHALL BE INSTALLED IN ACCORDANCE WITH DETAIL 08E IN THE PARKING STALLS. ALL PARKING LOT STRIPING INCLUDING ACCESSIBLE AND VAN ACCESSIBLE SPACES SHALL BE PAINTED PER DETAIL: 70HH.

D. ALL PARKING LOT ADA SIGN BASE SUPPORTS SHALL BE INSTALLED PER DETAIL 12F. ALL BASE SUPPORTS FOR CROSSWALK AND STOP SIGNS SHALL BE INSTALLED PER DETAIL 70G PER CITY OF SHERMAN DETAIL.

E. ALL ACCESSIBLE PARKING STALLS SHALL HAVE SIGNAGE INSTALLED PER DETAIL 09S.

SITE NOTES

18D MATCH EXISTING PAVEMENT ELEVATIONS & DOWEL TO EXISTING PAVEMENT.
51C LIMITS OF SAWCUT AND PAVEMENT REMOVAL - SAWCUT A MINIMUM OF TWO FEET FROM FACE OF CURB.
73A TURF REINFORCEMENT MAT, SEE GRADING PLAN.
70DD 3' WIDE CURB CUT WITH 6" TRANSITION TO 6" CURB ON EACH SIDE.

SITE DETAILS

02A PRECAST CONCRETE WHEEL STOP
03A WHEELCHAIR RAMP IN SIDEWALK
03D CONCRETE SIDWALK
08C HEAVY DUTY CONCRETE PAVING
08E STANDARD DUTY CONCRETE PAVING
09S ACCESSIBLE / VAN ACCESSIBLE PARKING SIGN
09U ACCESSIBLE PARKING SYMBOL
10C FIRE LANE MARKING
12F SIGN BASE
12G STOP SIGN
70A RESTROOM BUILDING BY CORWORTH
70B SHADE STRUCTURE BY CLASSIC RECREATION (WE BUILD FUN)
70C 4-ROW BLEACHERS W/ ACCESSIBLE SEATING, BY OTHERS
70D CURB RAMP, PER CITY OF SHERMAN DETAIL
70E CONCRETE SIDEWALK, PER CITY OF SHERMAN DETAIL
70F DETECTABLE WARNING, PER CITY OF SHERMAN DETAIL
70G SIGN POST BREAKAWAY, PER CITY OF SHERMAN DETAIL
70H STREET HEADER, PER CITY OF SHERMAN DETAIL
70I TYPICAL PAVEMENT MARKING DETAILS, PER CITY OF SHERMAN DETAIL
70L CURB & GUTTER, PER CITY OF SHERMAN DETAIL
70M FUTSAL COURT FENCING BY MUSCO
70N FUTSAL COURT STRIPING
70P FUTSAL COURT POST TENSION SLAB
70X LONGITUDINAL BUTT JOINT, PER CITY OF SHERMAN DETAIL
70HH 90 DEGREE PARKING, ACCESSIBLE PARKING SPACES AND "VAN" ACCESSIBLE PARKING STRIPING
94F POST TENSION CONCRETE

SITE DATA

CONSTURCTION AREA	111,788 SF (2.57 AC)
PROPOSED PARKING	47 SPACES
ADA PARKING SPACES	2 SPACES (1 VAN)
POST-TENSION SLAB	120' X 124'

CEI ENGINEERING ASSOCIATES, INC.
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DALLAS, TX 75234
PHONE: (972) 488-3737

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900 S DEWEY AVE.
SHERMAN, TEXAS

STATE OF TEXAS
CHRISTOPHER J. WALL
140722
LICENSED PROFESSIONAL ENGINEER
2-20-2026
F-7524

PROFESSIONAL OF RECORD	CJW
PROJECT MANAGER	MCR
DESIGNER	MSW
CEI PROJECT NUMBER	34485.2
DATE	12/10/2025
REVISION	REV-1

SITE LAYOUT & MATERIALS PLAN
SHEET TITLE

SHEET NUMBER
C2.0

DRAWING LOCATION - P:\34400\34485.2\DRAWINGS\DESIGN\WORKING\34485.2-SP.DWG -- SAVED BY - MWALTERS

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DALLAS, TX 75234
PHONE: (972) 488-3737

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900 S DEWEY AVE.
SHERMAN, TEXAS

STATE OF TEXAS
CHRISTOPHER J. WALL
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LICENSED PROFESSIONAL ENGINEER
F-7524
2-20-2026

PROFESSIONAL OF RECORD	CJW
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CEI PROJECT NUMBER	34485.2
DATE	12/10/2025
REVISION	REV-1

GRADING PLAN
SHEET TITLE
SHEET NUMBER
C3.0

DRAWING LOCATION - P:\34000\34485.2\DRAWINGS\DESIGN\WORKING\34485.2-GP.DWG -- SAVED BY - ABRUM/FIELD

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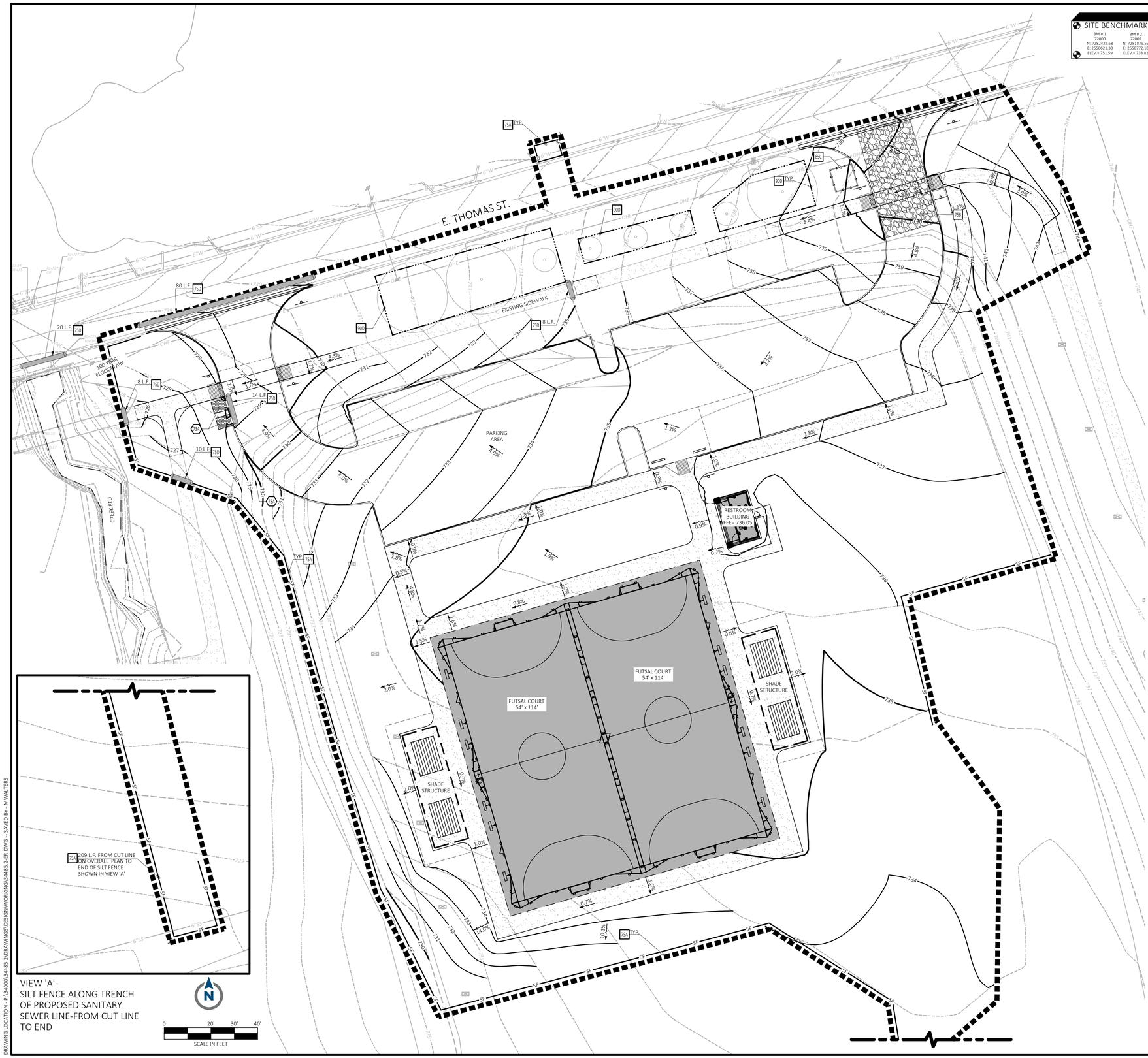
SITE BENCHMARK
BM # 1
72000
N: 7282422.68
E: 2550621.38
ELEV.= 751.59
BM # 2
72002
N: 7281879.59
E: 2550772.18
ELEV.= 738.82
0 20' 30' 40'
SCALE IN FEET
E. THOMAS ST.
EXISTING SIDEWALK
PARKING AREA
4.0%
RESTROOM BUILDING FFE= 736.00
FUTSAL COURT 54' x 114'
FUTSAL COURT 54' x 114'
SHADE STRUCTURE
SHADE STRUCTURE
SHADE STRUCTURE
CREEK BED
100 YEAR FLOODPLAIN
80 L.F.
20 L.F.
8 L.F.
14 L.F.
10 L.F.
8 L.F.
TYP.
4.3%
1.6%
4.6%
6.0%
7.8%
0.5%
4.8%
1.9%
0.8%
0.7%
1.8%
1.0%
0.8%
2.0%
1.9%
0.8%
0.8%
0.8%
2.0%
2.0%
2.0%
1.0%
0.7%
14.0%
10.3%
0.7%
1.0%
1.8%
7.2%
4.6%
3.0%
2.4%
4.6%
4.6%
4.6

GENERAL EROSION NOTES

A. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND THE STATE OF TEXAS NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.

B. A COPY OF THE SWPPP AND EROSION CONTROL PLANS, INCLUDING APPLICABLE DETAIL SHEETS, MUST REMAIN ONSITE THROUGHOUT CONSTRUCTION AND MADE AVAILABLE TO THE PUBLIC UNTIL THE SITE IS TERMINATED AND/OR PERMANENTLY STABILIZED PER THE NPDES PERMIT.

C. THE CONTRACTOR MUST UPDATE THE SWPPP AND EROSION CONTROL PLANS TO REFLECT THE PROGRESS OF CONSTRUCTION AND GENERAL CHANGES TO THE PROJECT SITE. CHANGES MAY INCLUDE BMP INSTALLATION, MODIFICATION, OR REMOVAL, CONSTRUCTION ACTIVITIES, CLEARING, GRUBBING, OR GRADING, AND TEMPORARY OR PERMANENT STABILIZATION.

D. THE CONTRACTOR MUST ADHERE TO ANY HOURS OF WORK, NOISE LEVEL, OR OTHER CONSTRUCTION RELATED RESTRICTIONS IN ACCORDANCE WITH LOCAL OR STATE REGULATIONS.

E. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ANY OFFSITE BORROW, SPOIL, OR STORAGE AREAS TO BE UTILIZED, BUT NOT PROVIDED WITHIN THE PROJECT'S LIMITS OF DISTURBANCE, ARE TO BE PROPERLY LICENSED AND PERMITTED.

F. THE NPDES PERMIT DOES ALLOW CERTAIN NON-STORMWATER DISCHARGES AT THE CONSTRUCTION SITE, SEE NPDES PERMIT, PART 1.3.B FOR A COMPLETE LIST OF PERMITTED DISCHARGES. THESE DISCHARGES MUST BE TREATED BY AN ONSITE BMP PRIOR TO LEAVING THE SITE AND MUST NOT CAUSE EROSION OR DAMAGE TO DOWNSTREAM PROPERTIES AND INFRASTRUCTURE. ALL OTHER DISCHARGES ARE STRICTLY PROHIBITED UNLESS AN APPLICABLE PERMIT HAS BEEN OBTAINED PRIOR TO THE DISCHARGE BY THE CONTRACTOR.

G. THE TEMPORARY PARKING AND STORAGE AREA SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AREA, EQUIPMENT CLEANING AREA, EMPLOYEE BREAK AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS AND TOILET FACILITIES. THE EXACT LOCATIONS SHALL BE COORDINATED WITH THE OWNER'S CONSTRUCTION MANAGER AND DEPICTED ON THE ONSITE EROSION CONTROL PLAN.

H. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DISPOSED OF IN A MANNER THAT PREVENTS CONTACT BETWEEN THESE MATERIALS AND STORM WATER THAT IS DISCHARGED FROM THE SITE.

I. MAINTAIN ON THE SITE OR HAVE READILY AVAILABLE SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS TO CONTAIN AND CLEAN UP FUEL OR CHEMICAL SPILLS AND LEAKS.

J. ADEQUATE HOUSEKEEPING MEASURES SHALL BE IMPLEMENTED SO THAT LOOSE TRASH, MATERIALS, TOOLS, AND EQUIPMENT ARE COLLECTED AND PROPERLY STORED AT THE CONSTRUCTION SITE.

K. DUST ON THE SITE SHALL BE CONTROLLED BY SPRAYING WATER ON DRY AREAS OF THE SITE. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.

L. NO RUBBISH, TRASH, GARBAGE OR OTHER SUCH MATERIALS SHALL BE DISCHARGED INTO DRAINAGE DITCHES, DRAINAGE STRUCTURES, OR WATERS OF THE STATE.

M. ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THIS PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE INITIATED AS SOON AS PRACTICABLE.

N. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY WILL STOP FOR AT LEAST 14 DAYS, SHALL BE TEMPORARILY STABILIZED IMMEDIATELY.

O. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY STABILIZED. THESE AREAS SHALL BE STABILIZED IMMEDIATELY, BUT NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS. REFER TO THE LANDSCAPING PLAN.

P. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE. THE EXACT LOCATIONS SHALL BE COORDINATED WITH THE OWNER'S CONSTRUCTION MANAGER.

Q. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.

R. CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION POND AFTER THE STABILIZATION OF THE SITE AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS.

S. IF SOIL STOCKPILING IS EMPLOYED ON THE SITE, SILT FENCES SHALL BE USED TO HELP CONTAIN THE SEDIMENT.

T. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.

U. SEDIMENT BASINS AND TRAPS ARE ATTRACTIVE TO CHILDREN AND CAN BE VERY DANGEROUS. IN ALL CASES, LOCAL AND/OR STATE ORDINANCES AND REGULATIONS REGARDING HEALTH AND SAFETY MUST BE ADHERED TO.

V. ALL EXISTING AND PROPOSED STORM SEWER PIPES, DRAINAGE STRUCTURES, AND DRAINAGE DITCHES WITHIN THE PROJECT AREA SHALL BE CLEANED OF ANY TRASH AND ACCUMULATED SEDIMENT PRIOR TO FINAL STABILIZATION.

W. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE DISPOSED OF WITHIN 30 DAYS AFTER FINAL STABILIZATION. FINAL STABILIZATION HAS OCCURRED WHEN ALL SOIL DISTURBING ACTIVITIES ARE COMPLETED AND A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 75% COVER FOR UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES HAS BEEN EMPLOYED.

X. DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, WATTLES, ETC.) TO HELP PREVENT EROSION AND STORM WATER POLLUTION.

Y. ALL OFF-SITE CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY, THIS INCLUDES BACKFILLING OF TRENCHES FOR STORM DRAINS & UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.

Z. IN AN EMERGENCY SITUATION, THE CONTRACTOR IS RESPONSIBLE FOR MODIFYING OR ADDING BMPS NECESSARY TO STOP POLLUTANT OR SEDIMENT DISCHARGES FROM THE CONSTRUCTION SITE AND PROTECT THE WATER QUALITY OF THE RECEIVING WATERBODY.

AA. IF AN EXCAVATION NEEDS TO BE DEWATERED DUE TO A RECENT RAINFALL EVENT, THE CONTRACTOR CAN DEWATER THE EXCAVATION VIA A PUMPED FILTER BAG. THE PUMPED FILTER BAG MUST DISCHARGE ONTO A STABILIZED SURFACE AND UPSTREAM OF AN EROSION CONTROL BMP LIKE A SEDIMENT BASIN/TRAP, SILT FENCE, OR OTHER PERIMETER BMP. IT IS STRICTLY PROHIBITED TO DISCHARGE THE PUMPED FILTER BAG INTO A STORM DRAIN OR OTHER CONVEYANCE STRUCTURE WITHOUT THE RUNOFF BEING TREATED VIA AN EROSION CONTROL BMP FIRST.

SEQUENCE OF CONSTRUCTION

NOTE: DOWNSLOPE PROTECTIVE MEASURES MUST ALWAYS BE IN PLACE BEFORE SOIL IS DISTURBED. CONSTRUCTION STEPS CAN BE IMPLEMENTED CONCURRENTLY ONLY IF ASSOCIATED DOWNSLOPE PROTECTIVE MEASURES HAVE BEEN INSTALLED FOR EACH ACTIVITY.

1. INSTALL STABILIZED CONSTRUCTION ENTRANCES AND TEMPORARY CONCRETE WASHOUT.
2. CONSTRUCT THE SILT FENCES AND STRAW WATTLES AND BIG REDS ON THE SITE.
3. INSTALL INLET PROTECTION DEVICES ON EXISTING INLETS.
4. PREPARE TEMPORARY PARKING AND STORAGE AREA, IF NEEDED.
5. CLEAR AND GRUB THE SITE.
6. BEGIN GRADING THE SITE.
7. BEGIN CONSTRUCTION OF FUTSAL COURT, SHADE STRUCTURES AND COORDINATE RESTROOM INSTALLATION WITH MANUFACTURER.
8. TEMPORARILY SEED DENUDED AREAS.
9. INSTALL UTILITIES, UNDERDRAINS, STORM SEWERS, CURBS AND GUTTERS.
10. INSTALL INLET PROTECTION DEVICES.
11. INSTALL TURF REINFORCEMENT MAT AROUND OUTLET STRUCTURES.
12. PREPARE SITE FOR PAVING.
13. PAVE SITE.
14. COMPLETE GRADING AND INSTALL PERMANENT SEEDING AND PLANTING.
15. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF SITE IS STABILIZED).

GENERAL EROSION NOTES CONT'D

MAINTENANCE
ALL MEASURES STATED ON THIS EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY 14 CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A RAINFALL EVENT GREATER THAN 1-INCH, AND SHOULD BE CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR SHALL BE REPLACED IF THEY SHOW SIGNS OF DETERIORATION.
2. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED AND RESEEDED AS NEEDED.
3. SILT FENCES AND WATTLES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES AND WATTLES WHEN IT REACHES ONE-THIRD TO ONE-HALF THE HEIGHT OF THE BMP.
4. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.
5. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.
6. IF THE STONES IN THE GRAVEL INLET SEDIMENT FILTERS OR ROCK CHECK DAMS BECOME CLOGGED WITH SEDIMENT, THE STONES MUST BE PULLED AWAY, CLEANED AND REPLACED.
7. DIVERSION DIKES AND/OR DITCHES SHALL BE CHECKED REGULARLY FOR EROSION AND SCOUR. ANY ERODED AREAS FOUND MUST BE IMMEDIATELY REPAIRED.
8. CONCRETE WASHOUT AREAS SHALL BE CHECKED REGULARLY FOR LEAKS AND CAPACITY. ALL LEAKS MUST BE REPAIRED IMMEDIATELY. WHEN THE WASHOUT VOLUME HAS BEEN REDUCED BY 85%, THE BMP MUST BE REMOVED AND REPLACED.

SOIL EROSION/SEDIMENTATION CONTROL OPERATION TIME SCHEDULE

NOTE: GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE

CONSTRUCTION SEQUENCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
TEMPORARY CONSTRUCTION EXITS																								
TEMPORARY CONTROL MEASURES																								
SEDIMENT CONTROL BASINS																								
STRIP & STOCKPILE TOPSOIL																								
ROUGH GRADE																								
STORM FACILITIES																								
SITE CONSTRUCTION																								
PERMANENT CONTROL STRUCTURES																								
FOUNDATION / BUILDING CONSTRUCTION																								
FINISH GRADING																								
LANDSCAPING/SEED/FINAL STABILIZATION																								

1) CONTRACTOR SHALL UPDATE THE TABLE BY DATING THE APPLICABLE ACTIVITIES AS PROJECT PROGRESSES.
2) TIME SCHEDULE MUST COINCIDE WITH SEQUENCE OF CONSTRUCTION.

CEI Solutions for Land and Life

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CITY OF SHERMAN
900 S DEWEY AVE.
SHERMAN, TEXAS

STATE OF TEXAS
CHRISTOPHER J. WALL
140722
LICENSED
PROFESSIONAL ENGINEER
F-7524
2-20-2026

PROFESSIONAL OF RECORD	CJW
PROJECT MANAGER	MCR
DESIGNER	MSW
CEI PROJECT NUMBER	34485.2
DATE	12/10/2025
REVISION	REV-1

EROSION CONTROL NOTES
SHEET TITLE

SHEET NUMBER
C4.1

DRAWING LOCATION - P:\34000\34485.2\DRAWINGS\DESIGN\WORKING\34485.2-ER.DWG -- SAVED BY - MWALTERS

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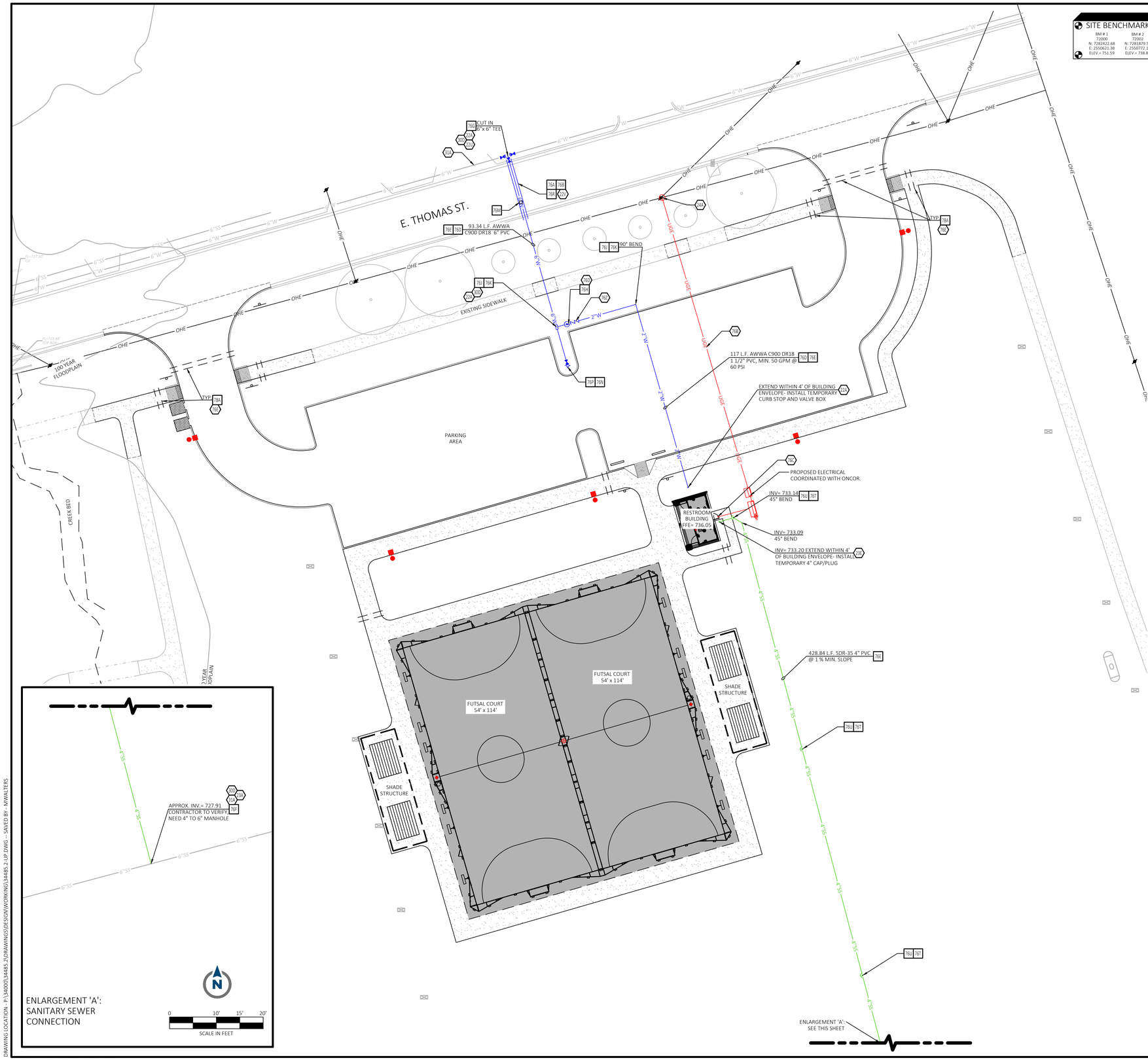

EXISTING LEGEND

- HANDRAIL
- Break Line
- OHE — Overhead Electric Line
- SS — Sanitary Sewer Line
- SDSW — Storm Drainage Pipe
- Benchmark (BM)
- Sewer Manhole (SMH)
- Irrigation Control Box
- Existing Tree
- W — Water Riser
- Water Meter
- Utility Pole
- MB — Mail Box
- CMP — Corrugated Metal Pipe
- Bench
- B/B — Back to Back of Curb
- Universal Valve Box

PROPOSED LEGEND

- UGE — UNDERGROUND ELECTRIC SERVICE
- X"SS — SANITARY SEWER SERVICE
- X"W — WATER SERVICE
- IRRIGATION CONDUIT, DETAIL78A
- FIRE DEPARTMENT CONNECTION
- GATE VALVE
- SANITARY SEWER CLEAN-OUT
- PROPOSED ELECTRICAL GEAR & LIGHTING CONTROLS
- PROPOSED METER AND SERVICE MAIN DISCONNECT SWITCH
- PROPOSED SPORTS LIGHTING
- PROPOSED COURT LIGHTING
- PROPOSED POLETOP TRANSFORMER
- LIGHT POLE, SEE ELECTRICAL PLANS

GENERAL UTILITY NOTES

A. ALL WATER LINES SHALL BE AWWA C900 DR18 PVC WITH 4' MIN. COVER.

B. ALL SANITARY SEWER LINES SHALL BE SDR 35 WITH 4' MIN. COVER.

C. CONTRACTOR SHALL COORDINATE ANY DISRUPTIONS TO EXISTING UTILITY SERVICES WITH ADJACENT PROPERTY OWNERS.

D. ALL ELECTRIC, TELEPHONE AND GAS EXTENSIONS INCLUDING SERVICE LINES SHALL BE CONSTRUCTED TO THE APPROPRIATE UTILITY COMPANY SPECIFICATIONS. ALL UTILITY DISCONNECTIONS SHALL BE COORDINATED WITH THE DESIGNATED UTILITY COMPANIES.

E. CONSTRUCTION SHALL NOT START ON ANY PUBLIC UTILITY SYSTEM UNTIL WRITTEN APPROVAL HAS BEEN RECEIVED BY THE ENGINEER FROM THE APPROPRIATE GOVERNING AUTHORITY AND CONTRACTOR HAS BEEN NOTIFIED BY THE ENGINEER.

F. PRIOR TO THE CONSTRUCTION OF OR CONNECTION TO ANY STORM DRAIN, SANITARY SEWER, WATER MAIN OR ANY OF THE DRY UTILITIES, THE CONTRACTOR SHALL EXCAVATE, VERIFY AND CALCULATE ALL POINTS OF CONNECTION AND ALL UTILITY CROSSINGS AND INFORM CEI ENGINEERING AND THE OWNER/DEVELOPER OF ANY CONFLICT OR REQUIRED DEVIATIONS FROM THE PLAN. NOTIFICATION SHALL BE MADE A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION. CEI ENGINEERING AND ITS CLIENTS SHALL BE HELD HARMLESS IN THE EVENT THAT THE CONTRACTOR FAILS TO MAKE SUCH NOTIFICATION.

G. UNLESS OTHERWISE SHOWN, CALLED OUT OR SPECIFIED HEREON OR WITHIN SPECIFICATIONS: ALL WATER LINE FITTINGS SHALL BE INSTALLED WITH THRUST BLOCKING PER DETAIL 76G, 76I, 76J, & 76K. ALL WATER LINE PIPE BEDDING SHALL BE INSTALLED PER DETAIL 76L & 76D. ALL SANITARY SEWER PIPE BEDDING SHALL BE INSTALLED PER DETAIL 76C.

H. PRIOR TO INSTALLATION OF STORM OR SANITARY SEWER, THE CONTRACTOR SHALL EXCAVATE, VERIFY, AND CALCULATE ALL CROSSINGS AND INFORM THE OWNER AND THE ENGINEER OF ANY CONFLICTS PRIOR TO CONSTRUCTION. THE ENGINEER WILL BE HELD HARMLESS IN THE EVENT THE ENGINEER IS NOT NOTIFIED OF DESIGN CONFLICTS

UTILITY NOTES

22A POINT OF CONNECTION - WATER SERVICE (PER LOCAL CODES).
22U COORDINATE WATER SHUT-OFF WITH ADJACENT USERS.
22V JACK AND BORE PER LOCAL CODES AND SPECIFICATIONS.
23A POINT OF CONNECTION - SANITARY SEWER SERVICE (PER LOCAL CODES).
23E SANITARY SEWER SERVICE ENTRY.
24A POINT OF CONNECTION FOR ELECTRICAL SERVICE (PER ELECTRIC COMPANY REQUIREMENTS).
30D VERIFY LOCATION AND DEPTH OF EXISTING UTILITY BEFORE CONSTRUCTING PROPOSED UTILITY.
31A LOCATION FOR THIS UTILITY AS SHOWN IS FOR DRAWING PURPOSES ONLY. CONTRACTOR SHALL VERIFY THE EXACT LOCATION IN FIELD PRIOR TO THE CONSTRUCTION OF THE PROPOSED UTILITY LINE TO BE CONNECTED. CONTRACTOR SHALL NOTIFY CEI ENGINEERING IF THE DESIGN AS SHOWN IS NOT ACHIEVABLE.
76B PRIMARY ELECTRICAL LAYOUT FOR GRAPHICAL PURPOSES ONLY. REFERENCE FINAL ELECTRICAL LAYOUT BY MEP
76C ELECTRICAL CONNECTION SHALL BE WITHIN 4' OF PROPOSED RESTROOM BUILDING, REFER TO ELECTRICAL PLAN
76D 1" WATER METER PER LOCAL CODES.
76E IRRIGATION CONDUIT TO BE INSTALLED BY GENERAL CONTRACTOR PRIOR TO CONCRETE INSALLATION.
76Z BACKFLOW PREVENTER PER LOCAL CODES

UTILITY DETAILS

76A GENERAL NOTES AND REQUIREMENTS
76B GENERAL NOTES AND REQUIREMENTS
76D WATER MAIN EMBEDMENT, PER CITY OF SHERMAN STANDARD DETAIL
76E UTILITY BACKFILL DETAIL, PER CITY OF SHERMAN STANDARD DETAIL
76F CAST-IN-PLACE MANHOLE
76G TYPICAL LINE CONNECTION, PER CITY OF SHERMAN STANDARD DETAIL
76H SERVICE CONNECTION WITH METER BOX, PER CITY OF SHERMAN STANDARD DETAIL
76I HORIZONTAL THRUST BLOCK DIMENSIONS & QUANTITIES, PER CITY OF SHERMAN STANDARD DETAIL
76K HORIZONTAL THRUST BLOCK AT PIPE BEND, PER CITY OF SHERMAN STANDARD DETAIL
76M FIRE HYDRANT REFLECTOR INSTALLATION, PER CITY OF SHERMAN STANDARD DETAIL
76N TYPICAL FIRE HYDRANT INSTALLATION, PER CITY OF SHERMAN STANDARD DETAIL
76P TYPICAL FIRE HYDRANT INSTALLATION, PER CITY OF SHERMAN STANDARD DETAIL
76R CASING, PER CITY OF SHERMAN STANDARD DETAIL
76T CAST IRON CLEANOUT FRAME & COVER, PER CITY OF SHERMAN STANDARD DETAIL
76U ONE-WAY CLEANOUT NEW CONSTRUCTION, PER CITY OF SHERMAN STANDARD DETAIL
78A IRRIGATION CONDUITS, PER CITY OF SHERMAN STANDARD DETAIL

Know what's below. Call before you dig.

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SHERMAN, TEXAS

STATE OF TEXAS
CHRISTOPHER J. WALL
140722
LICENSED PROFESSIONAL ENGINEER
2-20-2026
F-7524

PROFESSIONAL OF RECORD	CJW
PROJECT MANAGER	MCR
DESIGNER	MSW
CEI PROJECT NUMBER	34485.2
DATE	12/3/2025
REVISION	REV-1

UTILITY PLAN

SHEET TITLE

SHEET NUMBER

C5.0

DRAWING LOCATION - P:\34000\34485.2\DRAWINGS\DESIGN\WORKING\34485.2-UP.DWG -- SAVED BY - MWALTERS

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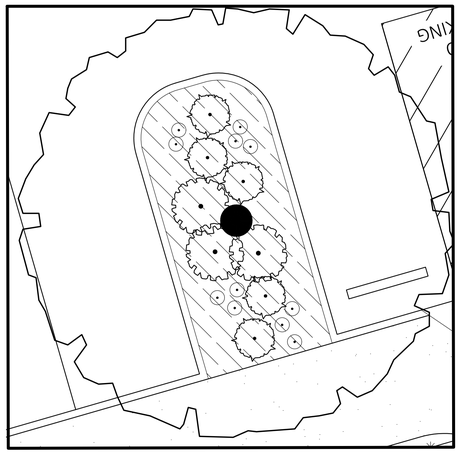
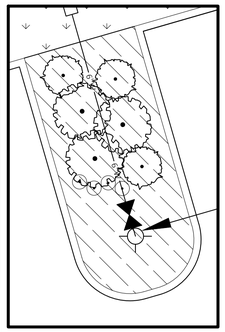
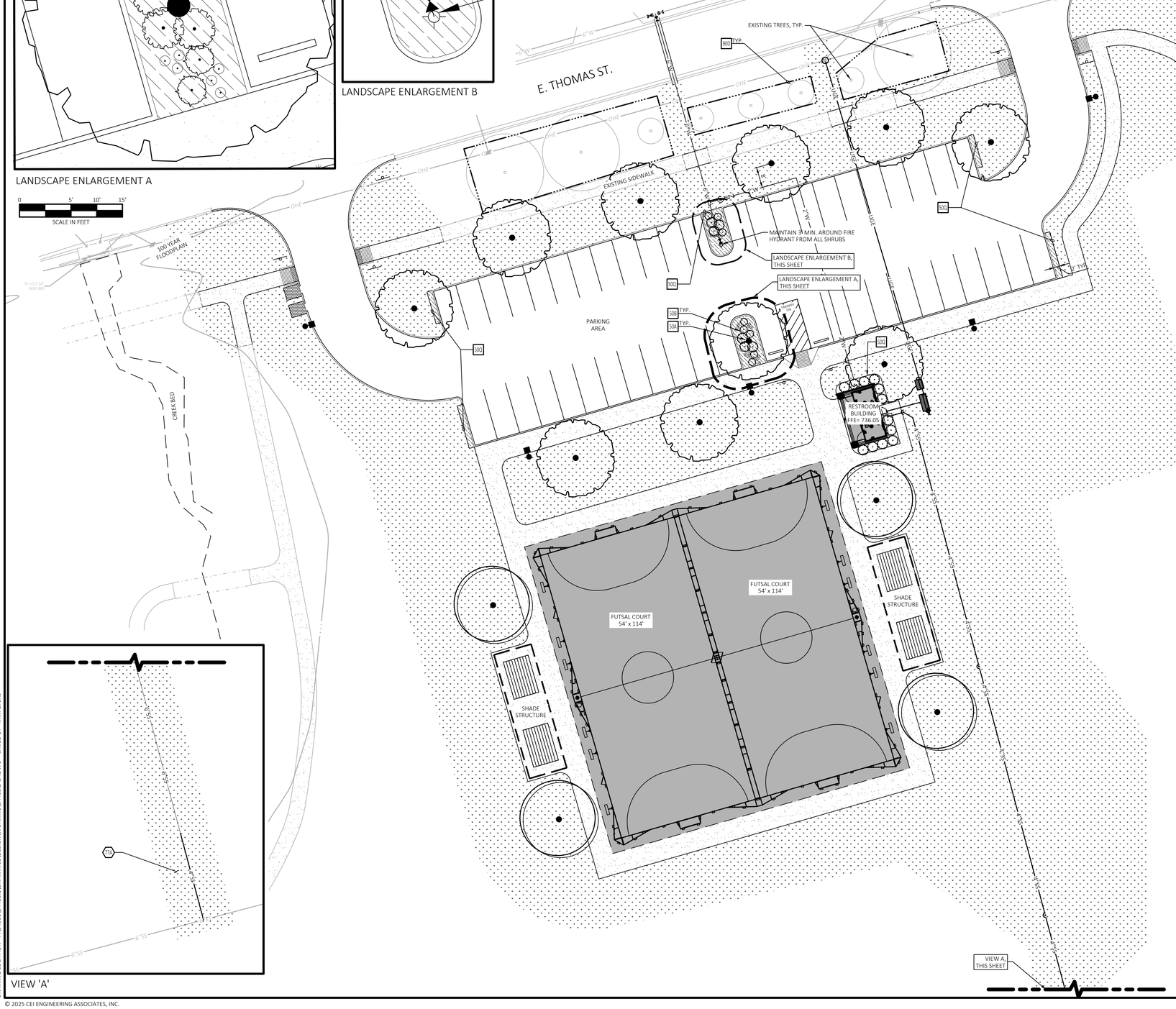


LANDSCAPE ENLARGEMENT A



LANDSCAPE ENLARGEMENT B

0 5' 10' 15'
SCALE IN FEET



VIEW 'A'

EXISTING LEGEND

HANDRAIL		Water Riser	
Break Line		Water Meter	
Overhead Electric Line	OHE	Utility Pole	
Sanitary Sewer Line	SS	Mail Box	MB
Storm Drainage Pipe	SDW	Corrugated Metal Pipe	CMP
Benchmark (BM)		Bench	
Sewer Manhole (SMH)		Back to Back of Curb	B/B
Irrigation Control Box		Universal Valve Box	
Existing Tree			

PROPOSED LEGEND

LIMITS OF SIDEWALKS AND CONCRETE APRONS		PROPOSED ELECTRICAL GEAR & LIGHTING CONTROLS	
POST TENSION CONCRETE		PROPOSED METER AND SERVICE MAIN DISCONNECT SWITCH	
FIRE DEPARTMENT CONNECTION		PROPOSED SPORTS LIGHTING	
SANITARY SEWER CLEAN-OUT		PROPOSED COURT LIGHTING	
LIGHT POLE, SEE ELECTRICAL PLANS		PROPOSED POLETOP TRANSFORMER	

GENERAL NOTES

A. SEE LANDSCAPE NOTES (SHEET C6.1) FOR LANDSCAPE NOTES AND DETAILS.

LANDSCAPE NOTES

77A ALL DISTURBED AREAS BOTH ON AND OFF SITE SHALL BE FULLY SEEDED

LANDSCAPE DETAILS

50A TREE PLANTING
50B SHRUB PLANTING
50Q STEEL EDGING
90D TREE PROTECTION FENCE

CITY LANDSCAPE REQUIREMENTS			
REQUIREMENT		REQUIRED	PROVIDED
PARKING LOT LANDSCAPING	10% OF PARKING LOT SHALL BE LANDSCAPE AREA - PARKING LOT = 96,647 SF X 0.10 = 9,665 SF REQ. LANDSCAPE AREA	9,665 SF (10%)	22,380 SF (23%)
	1 TREE SHALL BE PLANTED IN EACH LANDSCAPE ISLAND	YES	NOT IN ISLAND BECAUSE FIRE HYDRANT
	EVERY PARKING SPACE SHALL BE WITHIN 50 FEET FROM THE CENTER OF A SHADE TREE	YES	YES
	AT LEAST 50% OF LANDSCAPE AREAS SHALL BE VEGETATED -8,651 SF LANDSCAPE AREA X 0.50 = 4,325 SF REQ. VEGETATIVE AREA	4,325 SF (50%)	8,455 SF (98%)

2025-12-09 12:42

PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	DETAIL	INSTALL HT.	TYPE	CAL.
TREES							
	4	QUERCUS SHUMARDII / SHUMARD OAK	B&B	50A	8` HT. CLEAR TRUNK	SHADE	3.00" CAL.
	10	ULMUS CRASSIFOLIA / CEDAR ELM	B&B	50A	8` HT. CLEAR TRUNK	SHADE	3.00" CAL.
SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	DETAIL	INSTALL HT.	TYPE	
SHRUBS							
	18	ABELIA X GRANDIFLORA / GLOSSY ABELIA	5 GAL	50B	24" MIN. HT.	EVERGREEN	
	15	LANTANA X 'NEW GOLD' / NEW GOLD LANTANA	1 GAL	50B			
	8	SALVIA GREGGII 'PINK' / PINK AUTUMN SAGE	5 GAL	50B	18" MIN HT.	DECIDUOUS	
SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE				
GROUND COVERS							
	437 SF	HARDWOOD MULCH 4" THICK	---				
TURF GRASSES							
	50,234 SF	CYNODON DACTYLON / BERMUDAGRASS HYDRO-MULCH	SEED				

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3030 LBJ FWY., SUITE 290
DALLAS, TX 75234
PHONE: (972) 488-3737

HAWN PARK- 100% BID SET
CITY OF SHERMAN
900 S DEWEY AVE.
SHERMAN, TEXAS

REGISTERED LANDSCAPE ARCHITECT
MARK A. GRAHAM
STATE OF TEXAS

2.23.26

F-7524

PROFESSIONAL OF RECORD	CJW
PROJECT MANAGER	MCR
DESIGNER	MSW
CEI PROJECT NUMBER	34485.2
DATE	12/10/2025
REVISION	REV-1

LANDSCAPE PLAN
SHEET TITLE

SHEET NUMBER
C6.0

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GENERAL NOTES

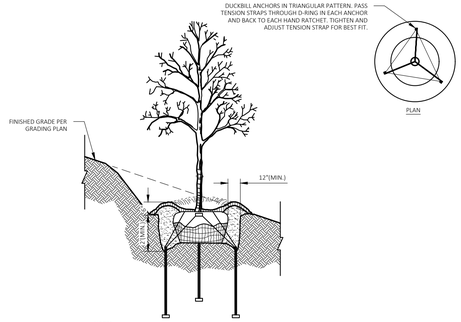
1. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL PROPOSED LANDSCAPING IS INSTALLED IN ACCORDANCE WITH PLANS, DETAILS, SPECIFICATIONS (IF APPLICABLE) AND ALL LOCAL CODES AND REQUIREMENTS.
2. CONTRACTOR TO INSPECT SITE AND VERIFY CONDITIONS AND DIMENSIONING PRIOR TO PROCEEDING WITH WORK DESCRIBED HERE IN. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO BEGINNING ANY CONSTRUCTION.
3. QUANTITIES PROVIDED IN THE PLANT LIST ARE FOR GENERAL USE ONLY. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL PLANT AND LANDSCAPE MATERIAL QUANTITIES. SYMBOL COUNT ON PLAN TAKES PRECEDENCE OVER TABLE QUANTITIES.
4. IMMEDIATELY AFTER AWARD OF CONTRACT, NOTIFY THE OWNER'S REPRESENTATIVE AND/OR THE LANDSCAPE ARCHITECT OF UNAVAILABILITY OF SPECIFIED PLANT MATERIAL FROM COMMERCIAL NURSERIES. THE OWNER'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT WILL PROVIDE ALTERNATE PLANT MATERIAL SELECTIONS IF UNAVAILABILITY OCCURS. SUCH CHANGES SHALL NOT ALTER THE ORIGINAL BID PRICE UNLESS A CREDIT IS DUE TO THE OWNER.
5. ALL PLANT MATERIALS TO CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1.
6. CONTAINER GROWN STOCK SHOULD HAVE GROWN IN A CONTAINER LONG ENOUGH FOR THE ROOT SYSTEM TO HAVE DEVELOPED SUFFICIENTLY TO HOLD ITS ENTIRE MASS OF SOIL TOGETHER.
7. ANY PLANT SUBSTITUTIONS, RELOCATION, OR REQUIRED CHANGE SHALL REQUIRE THE WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT OR OWNER.
8. THE OWNER'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT RESERVE THE RIGHT TO REFUSE ANY MATERIAL THEY DEEM UNACCEPTABLE.
9. COORDINATE WITH PROJECT REPRESENTATIVE FOR DISTURBED SITE TREATMENTS OUTSIDE LANDSCAPE IMPROVEMENTS. SEE CIVIL PLANS FOR SOIL STABILIZATION FOR EROSION CONTROL.
10. IF REQUIRED, CONTRACTOR TO ENSURE THAT AN AUTOMATED IRRIGATION SYSTEM THAT PROVIDES COMPLETE COVERAGE OF THE SITE IS INSTALLED PRIOR TO INSTALLING TREES/PLANTS (SEE IRRIGATION PLAN SHEET IF PROVIDED). IF NO PLAN IS PROVIDED THE CONTRACTOR SHALL SUBMIT A PROPOSED DESIGN TO THE LANDSCAPE ARCHITECT/ENGINEER FOR APPROVAL PRIOR TO INSTALLATION. THE PROPOSED DESIGN MUST HAVE AN APPROVED BACKFLOW DEVICE AND RAIN SENSOR INSTALLED TO STOP IRRIGATION DURING RAIN EVENTS. CONTRACTOR SHALL ENSURE THAT THERE IS POSITIVE DRAINAGE AND NO PONDING OF WATER AT ROOT AREA.
11. ALL HARDSCAPE MATERIALS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
12. ALL SLOPES AND AREAS OUTSIDE OF PLANTING BEDS THAT ARE DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH AND FOUR INCHES OF TOPSOIL APPLIED. IF ADEQUATE TOPSOIL IS NOT AVAILABLE ON SITE, THE CONTRACTOR SHALL PROVIDE TOPSOIL, APPROVED BY THE OWNER, AS NEEDED. THE AREA SHALL THEN BE SEEDED/SODDED, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY RELOCATED TREES SHALL BE MAINTAINED UNTIL SUCH POINT AS TREE IS RE-ESTABLISHED. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE PROJECT SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
13. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR 1) TO VERIFY THE LOCATIONS OF UTILITY LINES WITHIN AND ADJACENT TO THE WORK AREA 2) TO PROTECT OF ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD 3) TO REPAIR ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE CONSTRUCTION AT NO COST TO THE OWNER.
14. WEED MAT IS REQUIRED IN LANDSCAPED ISLANDS AS SPECIFIED.
15. ALL PLANT MATERIAL QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN.
16. IF A SWPPP PLAN IS PROVIDED THIS PLAN IS TO BE IMPLEMENTED COOPERATIVELY WITH SWPPP PLAN, AS NEEDED, TO MAXIMIZE THE EFFECTIVENESS OF THE SWPPP PLAN FOR THIS SITE.
17. THE CONTRACTOR IS ENCOURAGED TO COMPLETE TEMPORARY OR PERMANENT SEEDING OR SODDING IN STAGES FOR SOIL STABILIZATION AS AREAS ARE COMPLETED AFTER GRADING.
18. SEEDING ON SLOPES: HYDROSEED WITH GRASS SEED AS INDICATED ON PLANS. SEE LEGEND FOR SPECIFIC GRASS SEED TYPE. SEEDING SHALL BE ACCOMPLISHED IMMEDIATELY AFTER BED PREPARATION. HYDROSEED MIXTURE SHALL CONTAIN CELLULOSE MULCH APPLIED AT A RATE OF 2,000 LBS./ACRE, WITH A MAXIMUM OF 50 LBS./100 GAL. OF WATER. IF SEEDING IS DELAYED AFTER MIXING 1/2 - 2 HOURS ADD AN ADDITIONAL 50% OF SEED MIX, IF DELAY IS LONGER THAN 2 HOURS, BEGIN WITH NEW MIXTURE. ALL SLOPES 2:1 OR GREATER SHALL BE COVERED WITH EROSION CONTROL BLANKET AS SHOWN IN THE EROSION CONTROL BLANKET DETAIL. SEE SPECIFICATIONS FOR SEED ESTABLISHMENT REQUIREMENTS.
19. ALL PLANT MATERIAL IN TREE HOLDING AREAS SHALL BE MANUALLY WATERED/IRRIGATED TO KEEP MOIST UNTIL PLANTED.
20. CONTRACTOR SHALL PROVIDE EXPANSION AND CONTROL JOINTS ON ALL LANDSCAPE SPECIFIC CONCRETE PROJECTS (SEE HARDSCAPE PLAN FOR DETAILS).

PLANTING NOTES

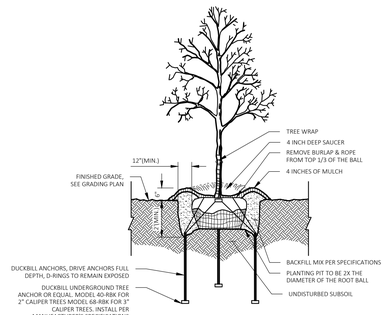
1. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING ALL PLANTED AREAS. ALL DELETERIOUS MATERIALS SUCH AS ROCK, TRASH, CONSTRUCTION DEBRIS, AGGREGATE BASE MATERIAL, ASPHALT, ETC. SHALL BE REMOVED PRIOR TO ANY FILL OPERATIONS. FILL ALL PLANTING AREAS WITH CLEAN EARTHEN FILL. EARTHEN FILL SHALL BE FREE OF HEAVY, STIFF CLAY AND ANY DELETERIOUS MATERIAL AND ROCKS OVER ONE INCH IN SIZE. THE TOP SIX INCHES OF FILL MATERIAL STRIPPED FROM SITE MAY BE UTILIZED FOR PLANTER OR TOPSOIL FILL IF PRIOR APPROVAL HAS BEEN OBTAINED FROM THE OWNER'S REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT.
2. FINISH GRADE OF LANDSCAPE AREAS (TOP OF TURF AND MULCH) MUST BE GRADED TO 1 1/2" BELOW ADJACENT PAVEMENT SURFACES.
3. LOCATE SHRUBS A DISTANCE OF HALF OF THEIR AVERAGE MATURE SPREAD AWAY FROM WALKS, STRUCTURES, CONCRETE PADS, ETC. LOCATE GROUND COVER PLANTINGS A MINIMUM OF 12" FROM WALKS, STRUCTURES, CONCRETE PADS, ETC.
4. ALL LAWN AREAS NOT OTHERWISE BORDERED BY WALKS, OR OTHER STRUCTURES, SHALL HAVE MANUFACTURED EDGING AS REQUIRED.
5. TREES PLANTED ADJACENT TO PUBLIC ROADS AND PEDESTRIAN SIDEWALKS SHALL BE PRUNED SUFFICIENTLY TO AVOID VISUAL BLOCKS TO INTERSECTING VEHICULAR ACCESS OR INTERFERENCE WITH PEDESTRIAN WALKWAYS. TREES WITH A 4" OR LARGER CALIPER SHALL BE PRUNED UP TO 6'-0" ABOVE PAVEMENTS.
6. ALL TREES WITHIN 4' OF PAVED SURFACES (SUCH AS CURBS, WALLS, BUILDINGS AND SIDEWALKS) SHALL BE PROVIDED WITH A DEEP ROOT BARRIER CONTROL DEVICE OR EQUAL. INSTALL PER MFR'S SPECIFICATIONS.
7. TOPSOIL DEPTH SHALL BE AS FOLLOWS :
   PLANTER BEDS - 12" MINIMUM
   GRASS/SOD AREAS - 4" MINIMUM (AFTER COMPACTION)
8. BACKFILL ALL TREES, SHRUBS, GROUNDCOVER WITH A MIXTURE OF 2 PARTS NATIVE SOIL AND 1 PART SOIL CONDITIONING WITH WOOD MULCH.
9. THE LANDSCAPE CONTRACTOR SHALL WATER TEST ALL PLANTING PITS PRIOR TO PLANTING. IF PITS DO NOT DRAIN PROPERLY, EXCAVATE FURTHER UNTIL IMPERMEABLE LAYER IS BREACHED. EXCAVATED PLANT PITS SHALL HAVE POSITIVE DRAINAGE. PLANT PITS (WHEN FULLY FLOODED WITH WATER) SHALL DRAIN WITHIN 6 HOUR OF FILLING. ENSURE THAT ALL PLANT PITS HAVE POSITIVE DRAINAGE.
10. ALL PLANTING BEDS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE. PRE-EMERGENT HERBICIDE SHALL BE APPLIED PER MANUFACTURE'S RECOMMENDATIONS AND SHALL OCCUR AFTER TOPSOIL PLACEMENT AND PRIOR TO INSTALLATION OF PLANT MATERIALS AND MULCH.
11. FERTILIZE ALL PLANTS AT THE TIME OF PLANTING WITH A TIME RELEASE FERTILIZER PER BRAND'S SPECIFIED APPLICATION RATES.
12. ALL PLANTING BED SOILS SHALL BE AMENDED WITH 4" OF ORGANIC COMPOST
13. ALL TREES AND SHRUBS SHALL BE PLANTED IN SUCH A MANNER AS TO ENSURE THEIR SURVIVAL.
14. ANY ROPE OR WIRE BINDING THE BALL SHALL BE CUT PRIOR TO PREVENT GIRDLING OF THE TREE. REMOVE WIRE, TWINE, AND BURLAP FROM THE TOP HALF OF ALL B&B PLANT MATERIAL.
15. IF A NON-BIODEGRADABLE MATERIAL IS USED AROUND THE BALL, IT SHALL BE COMPLETELY REMOVED PRIOR TO BACKFILLING.
16. PRIOR TO INSTALLATION, THE ROOTS OF CONTAINER GROWN STOCK SHALL BE SEPARATED OR SPLIT TO ENSURE PROPER ROOT DEVELOPMENT.
17. CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY SCHEDULE AND PROTECTION BETWEEN DELIVERY AND PLANTING TO MAINTAIN HEALTHY PLANT CONDITIONS.
18. ANY PLANT MATERIAL WHICH IS DISEASED, DISTRESSED, DEAD, OR REJECTED (PRIOR TO SUBSTANTIAL COMPLETION) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS. TREES & SHRUBS SHALL BE PLANTED AS SOON AS POSSIBLE AFTER DELIVERY.
19. ALL TREES MUST BE STRAIGHT-TRUNKED, FULL-HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
20. ALL TREES MUST BE STAKED AS SHOWN IN THE DETAILS.
21. NO SUBSTITUTIONS OR ALTERNATIVES WILL BE ALLOWED FOR GROUND SURFACE MATERIALS UNLESS APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT OR OWNER.
22. MAINTAIN 5' MIN. HORIZONTAL SEPARATION BETWEEN TREE PLANTINGS AND ALL UTILITIES UNLESS OTHERWISE SPECIFIED.
23. A FOUR INCH (4") TOP DRESSING/MULCHING OF GROUNDED HARDWOOD MULCH SHALL BE PLACED IN ALL PLANT BEDS AND AROUND ALL TREES. SINGLE TREES OR SHRUBS SHALL HAVE TOP DRESSING TO THE OUTSIDE EDGE OF THE MANUFACTURED EDGING OR LANDSCAPE ISLAND. (SEE PLANTING DETAILS) TOP DRESSING CAN BE WOOD MULCH, ROCK, OR ANY OTHER DECORATIVE MATERIAL SPECIFIED ON PLANS. SEE LANDSCAPE PLAN FOR TYPE.
24. THE FOLLOWING PLANTING SEASONS ARE RECOMMENDED:
    EVERGREEN SHRUBBERY- YEAR ROUND, OPTIMUM MID-SEPTENBER THROUGH MID-JUNE
    DECIDUOUS SHRUBBERY & TREES- MID-FEBRUARY THROUGH MID-JUNE & MID-SEPTEMBER THROUGH MID- DECEMBER
    EVERGREEN TREES- MID-FEBRUARY THROUGH MID-JUNE & MID-SEPTEMBER THROUGH MID- DECEMBER

SEED MIX CHART

SEED DATE RANGE	SEED VARIETY (% BY WEIGHT)	WEIGHT / 1,000 SF
APRIL 15 - AUGUST 31	100% HULLED COMMON BERMUDA	3LBS
OCTOBMBER 15 - FEBRUARY 1	50% HULLED COMMON BERMUDA 50% UNHULLED COMMON BERMUDA OVERSEEDED WITH RYE	10LBS

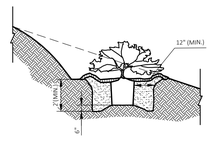


NOTES:
1. DEPICTION ABOVE IS FOR TREE PLANTING ON A SLOPE.
2. ALL OTHER SPECIFICATIONS SHALL BE AS SHOWN BELOW IN THE TREE PLANTING DETAIL.
3. SEE TREE PLANTING DETAIL BELOW FOR TREE ANCHORING SYSTEM.

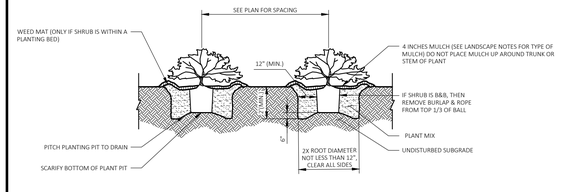


NOTES:
1. SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.
2. CONTRACTOR TO ENSURE PERCOLATION OF PLANTING PITS PRIOR TO INSTALLATION.
3. CONTRACTOR TO CONTACT LANDSCAPE ARCHITECT IF PERCOLATION CANNOT BE ACHIEVED.

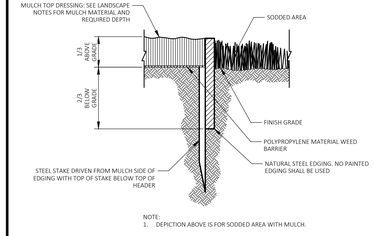
TREE PLANTING
N.T.S. 504



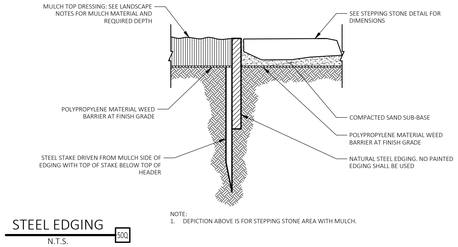
NOTE:
1. DEPICTION ABOVE IS FOR SHRUB PLANTING ON SLOPE.
2. ALL OTHER SPECIFICATIONS SHALL BE SHOWN BELOW IN THE PLANTING DETAIL.



SHRUB PLANTING
N.T.S. 508



NOTE:
1. DEPICTION ABOVE IS FOR SODDED AREA WITH MULCH.



NOTE:
1. DEPICTION ABOVE IS FOR STEPPING STONE AREA WITH MULCH.

STEEL EDGING
N.T.S. 200

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REGISTERED LANDSCAPE ARCHITECT SHAH A. BRANNON 2851 STATE OF TEXAS

2.23.26

F-7524

PROFESSIONAL OF RECORD	CJW
PROJECT MANAGER	MCR
DESIGNER	MSW
CEI PROJECT NUMBER	34485.2
DATE	12/10/2025
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LANDSCAPE NOTES

SHEET TITLE

SHEET NUMBER

C6.1

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SWP-CI "Big Red" 750

Curb Inlet Protector

By ASP Enterprises and Storm Water Products

Temporary and Reusable Solutions for Sediment Control

A.S.P. ENTERPRISES. INC.
Your GeoSource Distributor

- Reusable Curb Inlet Protection
- Environmentally Friendly
- Drops out sediment by dissipating the water energy

"Big Red" Filter Advantages:

- **Easy to Install**
- **Versatile for a variety of curb inlets**
- **Reusable and Extremely easy to clean**
- **Made from 90% Inert Recycled Materials**

The SWP-CI "Big Red" Filter is a **REUSABLE** inlet protector that keeps out sediment throughout the entire construction project. There are no pockets to fill, no velcro bags, no assembly etc. Simply place in front of the inlet, make sure it lays in the contour, and you are DONE!

Simple installation also translates into simple removal, cleanup and re-use at the next project or phase. Maintenance is simple as well by lifting the unit from the inlet, shaking the mud off of it, removing the sediment on the concrete, and placing the unit back. If it is severely filled with sediment, wash it out in a vegetated area and it is as good as new.

All of these features and benefits combine to make the SWP-CI "Big Red" curb inlet protector the **perfect choice** for all curb inlet applications. It comes in 54" long for single curb inlets and 104" lengths for double curb inlets.

- High Flow Rate
- Made of Durable High-Strength Geotextile
- Fully Reusable
- Made of Recycled Materials

SWP-CI "Big Red" 750

Curb Inlet Protector

By ASP Enterprises and Storm Water Products

A.S.P. ENTERPRISES. INC.
Your GeoSource Distributor

Specifications:
1. Infill Material: shredded recycled rubber tires
2. Weight: approx. 10 lbs per linear foot
3. Diameter: approx. 8"

Geotextile fabric made of durable high flow fabric with the following properties:

Property	Test Method	Units		Typical Value
Weight	ASTM D5261	oz/sq. yd		9.3
Grab Tensile Strength	ASTM D4632	lb	warp fill	250 290
Tear Strength (Trapezoid)	ASTM D4533	lb	warp fill	60 50
Burst	ASTM D3786	psi		440

(Efforts were made to determine flow rate-the fabric exceeded all capacities of the testing equipment)

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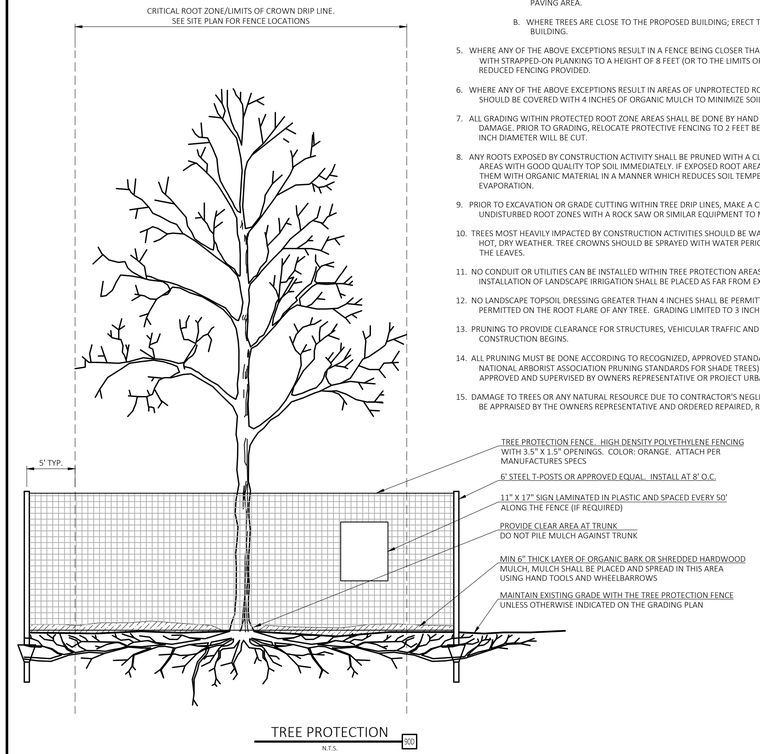
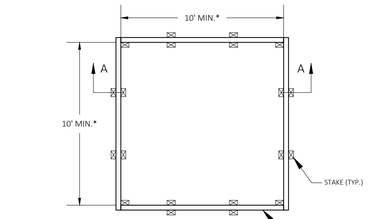
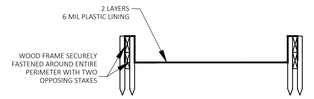


TREE PROTECTION
N.T.S.

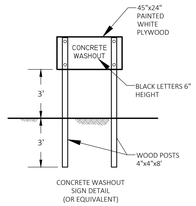
1. ALL TREES SHOWN ON THIS PLAN TO BE RETAINED SHALL BE PROTECTED DURING ALL PHASES OF DEMOLITION/CONSTRUCTION WITH TEMPORARY FENCING. IT SHALL BE THE GENERAL CONTRACTORS RESPONSIBILITY TO COORDINATE WITH LANDSCAPE CONTRACTOR.
2. TREE PROTECTION FENCES SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF ANY SITE PREPARATION WORK (CLEARING, GRUBBING OR GRADING). CLEARING SHALL BE DONE BY HAND.
3. FENCES SHALL COMPLETELY SURROUND TREE OR CLUSTERS OF TREES; SHALL BE LOCATED 5' FROM THE OUTERMOST LIMITS OF THE TREE BRANCHES (DRIP LINE); AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION BY CONTRACTOR. PROJECT IN ORDER TO PREVENT THE FOLLOWING:
   A. SOIL COMPACTION IN THE ROOT ZONE AREA RESULTING FROM VEHICULAR TRAFFIC OR STORAGE OF EQUIPMENT OR MATERIALS.
   B. ROOT ZONE DISTURBANCES DUE TO GRADE CHANGES (GREATER THAN 6 INCHES CUT OR FILL) OR TRENCHING.
   C. WOUNDS TO EXPOSED ROOTS, TRUNK OR LIMBS BY MECHANICAL EQUIPMENT.
   D. OTHER ACTIVITIES DETRIMENTAL TO TREES SUCH AS CHEMICAL STORAGE, CEMENT TRUCK CLEANING, AND FIRES.
4. EXCEPTIONS TO INSTALLING FENCES 5' FROM TREE DRIP LINES MAY BE PERMITTED IN THE FOLLOWING CASES:
   A. WHERE PERMEABLE PAVING IS TO BE INSTALLED: ERECT THE FENCE AT THE OUTER LIMITS OF THE PERMEABLE PAVING AREA.
   B. WHERE TREES ARE CLOSE TO THE PROPOSED BUILDING; ERECT THE FENCE NO CLOSER THAN 6 FEET TO THE BUILDING.
5. WHERE ANY OF THE ABOVE EXCEPTIONS RESULT IN A FENCE BEING CLOSER THAN 4 FEET TO A TREE TRUNK, PROTECT THE TRUNK WITH STRAPPED-ON PLANKING TO A HEIGHT OF 8 FEET (OR TO THE LIMITS OF LOWER BRANCHES) IN ADDITION TO THE REDUCED FENCING PROVIDED.
6. WHERE ANY OF THE ABOVE EXCEPTIONS RESULT IN AREAS OF UNPROTECTED ROOT ZONES (UNDER DRIP LINES), THOSE AREAS SHOULD BE COVERED WITH 4 INCHES OF ORGANIC MULCH TO MINIMIZE SOIL COMPACTION.
7. ALL GRADING WITHIN PROTECTED ROOT ZONE AREAS SHALL BE DONE BY HAND OR WITH SMALL EQUIPMENT TO MINIMIZE ROOT DAMAGE. PRIOR TO GRADING, RELOCATE PROTECTIVE FENCING TO 2 FEET BEHIND THE GRADE CHANGE AREA. NO ROOT OVER 1 INCH DIAMETER WILL BE CUT.
8. ANY ROOTS EXPOSED BY CONSTRUCTION ACTIVITY SHALL BE PRUNED WITH A CLEAN CUT FLUSH WITH THE SOIL. BACKFILL ROOT AREAS WITH GOOD QUALITY TOP SOIL IMMEDIATELY. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN 2 DAYS, COVER THEM WITH ORGANIC MATERIAL IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.
9. PRIOR TO EXCAVATION OR GRADE CUTTING WITHIN TREE DRIP LINES, MAKE A CLEAN CUT BETWEEN THE DISTURBED AND UNDISTURBED ROOT ZONES WITH A ROCK SAW OR SIMILAR EQUIPMENT TO MINIMIZE DAMAGE TO REMAINING ROOTS.
10. TREES MOST HEAVILY IMPACTED BY CONSTRUCTION ACTIVITIES SHOULD BE WATERED DEEPLY ONCE A WEEK DURING PERIODS OF HOT, DRY WEATHER. TREE CROWNS SHOULD BE SPRAYED WITH WATER PERIODICALLY TO REDUCE DUST ACCUMULATION ON THE LEAVES.
11. NO CONDUIT OR UTILITIES CAN BE INSTALLED WITHIN TREE PROTECTION AREAS. ANY TRENCHING REQUIRED FOR THE INSTALLATION OF LANDSCAPE IRRIGATION SHALL BE PLACED AS FAR FROM EXISTING TREE TRUNKS AS POSSIBLE.
12. NO LANDSCAPE TOPSOIL DRESSING GREATER THAN 4 INCHES SHALL BE PERMITTED WITHIN THE DRIP LINE OF TREES. NO SOIL IS PERMITTED ON THE ROOT FLARE OF ANY TREE. GRADING LIMITED TO 3 INCH CUT.
13. PRUNING TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC AND EQUIPMENT SHALL TAKE PLACE BEFORE CONSTRUCTION BEGINS.
14. ALL PRUNING MUST BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE NATIONAL ARBORIST ASSOCIATION PRUNING STANDARDS FOR SHADE TREES) BY A CERTIFIED ARBORIST AND SHALL BE APPROVED AND SUPERVISED BY OWNERS REPRESENTATIVE OR PROJECT URBAN FORESTER.
15. DAMAGE TO TREES OR ANY NATURAL RESOURCE DUE TO CONTRACTOR'S NEGLIGENCE DURING THE CONSTRUCTION PHASE SHALL BE APPRAISED BY THE OWNERS REPRESENTATIVE AND ORDERED REPAIRED, REPLACED, OR COMPENSATED.



PLAN
N.T.S.



SECTION A-A
N.T.S.



NOTES:
1. *DENOTES THE INTERIOR DIMENSION.
2. CONCRETE WASHOUT SHALL BE AT LEAST 50 FT. FROM ANY STORM SEWER INLET.
3. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT. OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

CONCRETE WASHOUT SIGN DETAIL (OR EQUIVALENT)

TEMPORARY CONCRETE WASHOUT (ABOVE GRADE) 804
N.T.S.

CEI ENGINEERING ASSOCIATES, INC.
3030 LBJ FWY., SUITE 920
DALLAS, TX 75234
PHONE: (972) 488-3737

HAWN PARK- 100% BID SET
CITY OF SHERMAN
900 S DEWEY AVE.
SHERMAN, TEXAS

STATE OF TEXAS
CHRISTOPHER J. WALL
140722
LICENSED PROFESSIONAL ENGINEER

F-7524 2-20-2026

PROFESSIONAL OF RECORD	CJW
PROJECT MANAGER	MCR
DESIGNER	MSW
CEI PROJECT NUMBER	34485.2
DATE	1/14/2026
REVISION	REV-1

DETAIL SHEET 1
SHEET TITLE

SHEET NUMBER
C7.0

DRAWING LOCATION - P:\34000\34485.2\DRAWINGS\DESIGN\WORKING\34485.2-CS.DWG -- SAVED BY - MWALTERS

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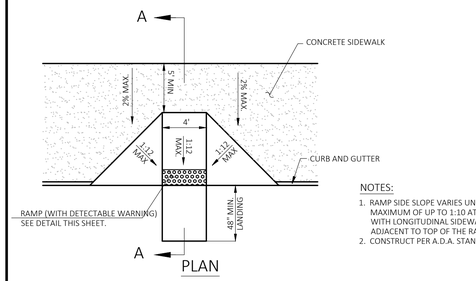
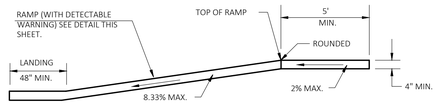


PLAN

NOTES:

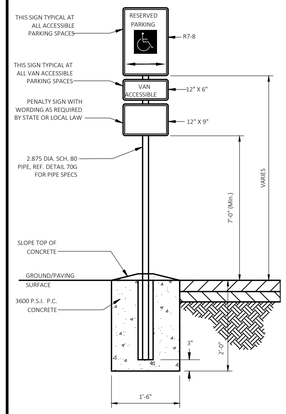
1. RAMP SIDE SLOPE VARIES UNIFORMLY FROM A MAXIMUM OF UP TO 1:10 AT CURB TO CONFORM WITH LONGITUDINAL SIDEWALK SLOPE ADJACENT TO TOP OF THE RAMP.
2. CONSTRUCT PER A.D.A. STANDARDS.



SECTION A-A

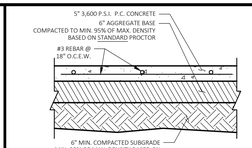
WHEELCHAIR RAMP IN SIDEWALK

N.T.S. 09A



ACCESSIBLE / VAN ACCESSIBLE PARKING SIGN

N.T.S. 05S

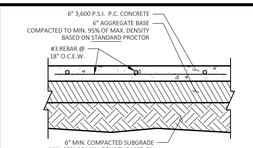


NOTES:

1. CONTRACTOR SHALL VERIFY THE ABOVE DETAILS WITH THE SUBSURFACE EXPLORATION PREPARED BY GEOSCIENCE ENGINEER, LLC REPORT DATED AUGUST 2025 PROJECT NUMBER 25-D02746, PRIOR TO CONSTRUCTION.

STANDARD DUTY CONCRETE PAVING

N.T.S. 08S

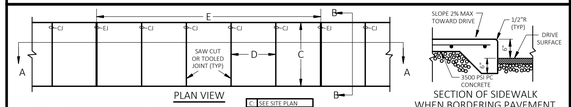


NOTES:

1. CONTRACTOR SHALL VERIFY THE ABOVE DETAILS WITH THE SUBSURFACE EXPLORATION PREPARED BY GEOSCIENCE ENGINEER, LLC REPORT DATED AUGUST 2025 PROJECT NUMBER 25-D02746, PRIOR TO CONSTRUCTION.

HEAVY DUTY CONCRETE PAVING

N.T.S. 08C

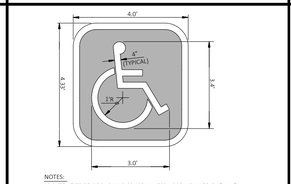


NOTES:

1. REQUIRED REINFORCEMENT WILL BE No. 3 BARS 24" O.C. EACH WAY MAX. SPACING, OR 6 x 6 - W1.4 X W1.4 WWF
2. INSTALL 1/2" EXPANSION JOINT MATERIAL AT AREAS WERE PROPOSED SIDEWALK ABUTS EXISTING SIDEWALK, CURBS, AND OR STRUCTURE. (JOINT MATL. TO MEET ASTM D994 OR D1751)

CONCRETE SIDEWALK

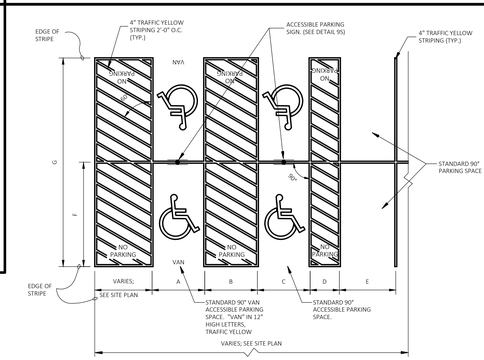
N.T.S. 08D



NOTES:
LOCATE AT EDGE OF PARKING SPACE UNLESS ACCOMPANIED BY "VAN" LETTERING. WHERE INDICATED "VAN" LETTERING SHALL BE WHITE 12" HIGH LETTERING CENTERED ON THE STALL. ALL STRIPING SHALL BE WHITE. THE INSIDE AREA OF THE SYMBOL SHALL BE BLUE.

ACCESSIBLE PARKING SYMBOL

N.T.S. 09U



LOCATE AT EDGE OF PARKING SPACE UNLESS ACCOMPANIED BY "VAN" LETTERING

NOTES:

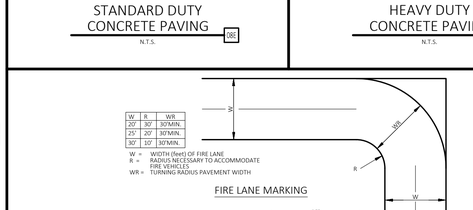
1. THIS DETAIL IS FOR DIMENSION PURPOSES ONLY. SEE SITE PLAN FOR EXACT LAYOUT.
2. ALL DIMENSIONS ARE TO ℄ OF STRIPE UNLESS OTHERWISE INDICATED.
3. A MINIMUM 8' ACCESS AISLE SHALL BE PLACED ON PASSENGER SIDE OF VAN SPACES.
4. SEE SITE PLAN FOR TYPICAL DIMENSIONS OF STANDARD 90° PARKING STALLS.
5. "NO PARKING" LETTERING SHALL BE ALL CAPITAL LETTERS, 12" HEIGHT AND STROKE WIDTH OF AT LEAST 2", CENTERED WITHIN EACH ACCESS AISLE

DIMENSION CHART

	STD. 90° VAN ACCESSIBLE			STD. 90° ACCESSIBLE			STD. 90°			STD. 90°			STD. 90°		
A	8'	8'	8'												
B	8'	8'	8'	VARIES	VARIES	VARIES									
C				8'	8'	8'									
D				5'	5'	5'	VARIES	VARIES	VARIES	VARIES	VARIES	VARIES	VARIES	VARIES	VARIES
E							9'	9.5'	10'	9'	9.5'	10'	9'	9.5'	10'
F	18'	19'	20'	18'	19'	20'	18'	18'	18'	19'	19'	19'	20'	20'	20'
G	36'	38'	40'	36'	38'	40'	36'	36'	36'	38'	38'	38'	40'	40'	40'

90° PARKING, ACCESSIBLE PARKING AND "VAN" ACCESSIBLE PARKING SPACE STRIPING

N.T.S. 09H

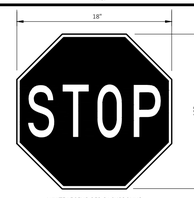


W	R	WR
20'	30'	30'MIN.
25'	20'	30'MIN.
30'	10'	30'MIN.

W = WIDTH (feet) OF FIRE LANE
R = RADIUS NECESSARY TO ACCOMMODATE TURNING RADIUS

FIRE LANE MARKING

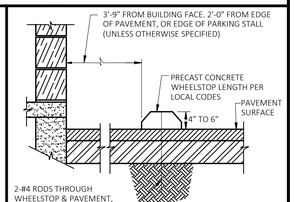
N.T.S. 10C



R1-1

"STOP" SIGN

N.T.S. 12S



PRECAST CONCRETE WHEEL STOP

N.T.S. 10A

CEI ENGINEERING ASSOCIATES, INC.
3030 LBJ FWY., SUITE 920
DALLAS, TX 75234
PHONE: (972) 488-3737

HAWN PARK- 100% BID SET
CITY OF SHERMAN
900 S DEWEY AVE.
SHERMAN, TEXAS

STATE OF TEXAS
CHRISTOPHER J. WALL
140722
LICENSED PROFESSIONAL ENGINEER
F-7524
2-20-2026

PROFESSIONAL OF RECORD	CJW
PROJECT MANAGER	MCR
DESIGNER	MSW
CEI PROJECT NUMBER	34485.2
DATE	1/14/2026
REVISION	REV-1

DETAIL SHEET 2

SHEET TITLE

SHEET NUMBER

C7.1

DRAWING LOCATION - P:\34000\34485.2\DRAWINGS\DESIGN\WORKING\34485.2-CS.DWG -- SAVED BY - MWALTERS

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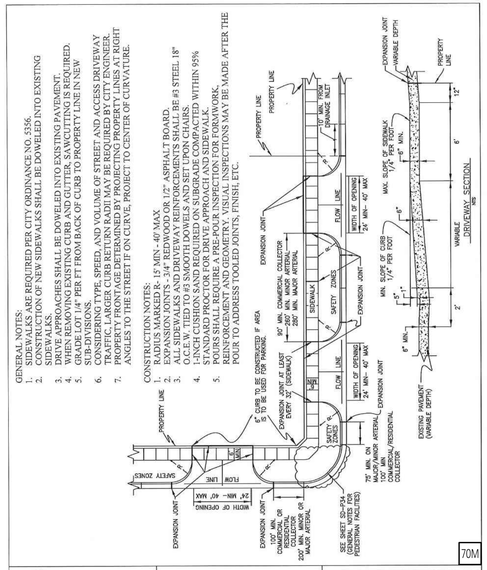
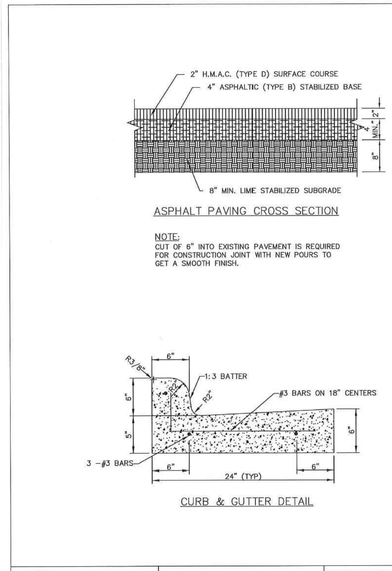


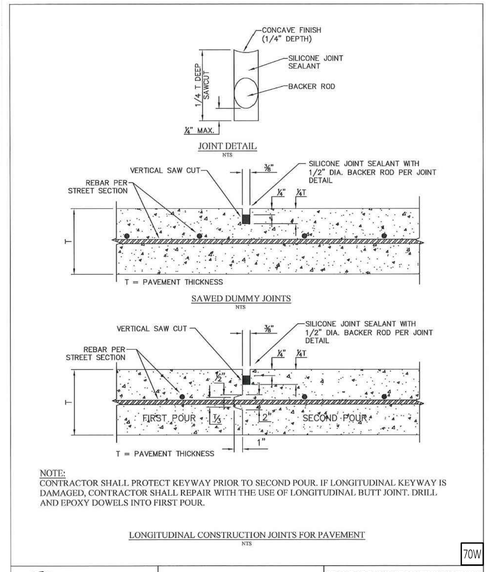
70M

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT	COMMERCIAL DRIVEWAY RETURN DETAIL	STANDARD CONSTRUCTION DETAILS PAVING		
		DATE: OCTOBER 2013	REVISED DATE: JANUARY 2024	SHEET: SD-P34



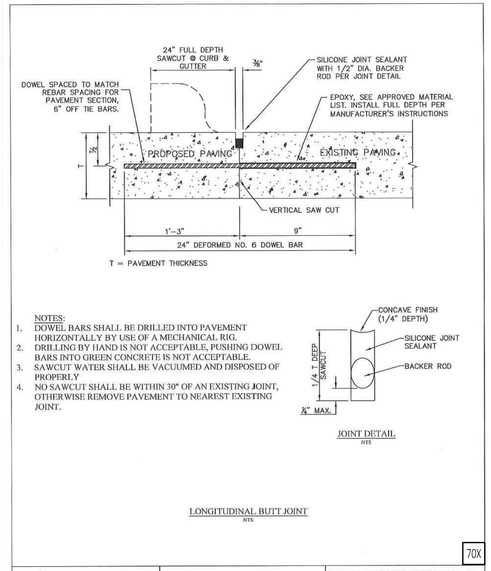
70L

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT	CURB AND GUTTER AND ASPHALT PAVING CROSS SECTION	STANDARD CONSTRUCTION DETAILS PAVING		
		DATE: OCTOBER 2013	REVISED DATE: ------	SHEET: SD-P06



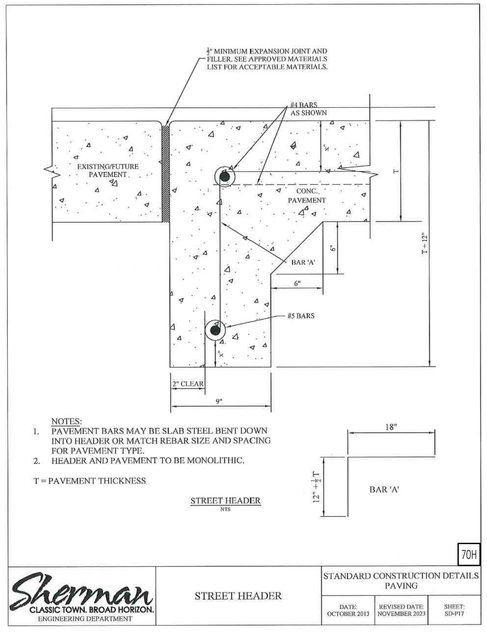
70W

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT	JOINT DETAILS	STANDARD CONSTRUCTION DETAILS PAVING		
		DATE: OCTOBER 2013	REVISED DATE: ------	SHEET: SD-P19



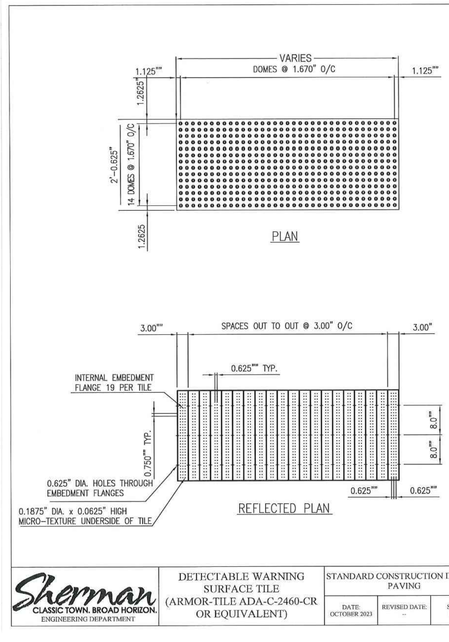
70X

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT	LONGITUDINAL BUTT JOINT	STANDARD CONSTRUCTION DETAILS PAVING		
		DATE: OCTOBER 2013	REVISED DATE: JANUARY 2024	SHEET: SD-P20



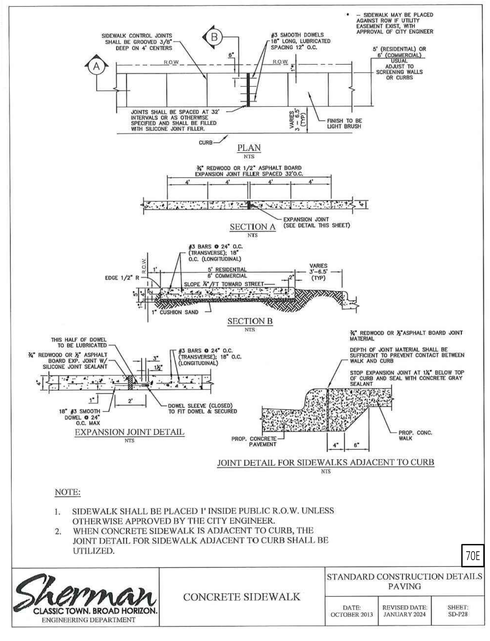
70H

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT	STREET HEADER	STANDARD CONSTRUCTION DETAILS PAVING		
		DATE: OCTOBER 2013	REVISED DATE: NOVEMBER 2023	SHEET: SD-P17



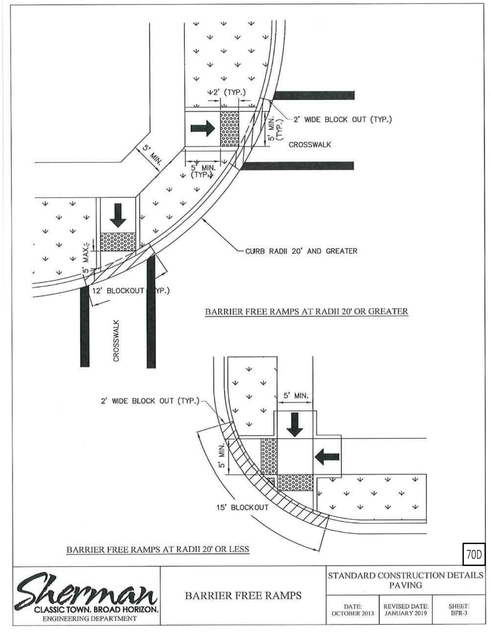
70F

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT	DETECTABLE WARNING SURFACE TILE (ARMOR-TILE ADA-C-2460-CR OR EQUIVALENT)	STANDARD CONSTRUCTION DETAILS PAVING		
		DATE: OCTOBER 2023	REVISED DATE: --	SHEET: BFR-2



70E

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT	CONCRETE SIDEWALK	STANDARD CONSTRUCTION DETAILS PAVING		
		DATE: OCTOBER 2013	REVISED DATE: JANUARY 2024	SHEET: SD-P28



70D

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT	BARRIER FREE RAMPS	STANDARD CONSTRUCTION DETAILS PAVING		
		DATE: OCTOBER 2013	REVISED DATE: JANUARY 2019	SHEET: BFR-3

CEI ENGINEERING ASSOCIATES, INC.
3030 LBJ FWY., SUITE 920
DALLAS, TX 75234
PHONE: (972) 488-3737

HAWN PARK- 100% BID SET
CITY OF SHERMAN
900 S DEWEY AVE.
SHERMAN, TEXAS

PRELIMINARY
NOT FOR CONSTRUCTION

F-7524

PROFESSIONAL OF RECORD	CJW
PROJECT MANAGER	MCR
DESIGNER	MSW
CEI PROJECT NUMBER	34485.2
DATE	1/14/2026
REVISION	REV-1

DETAIL SHEET 3
SHEET TITLE
SHEET NUMBER
C7.2

DRAWING LOCATION - P:\34000\34485.2\DRAWINGS\DESIGN\WORKING\34485.2_CS.DWG - SAVED BY - MWALTERS
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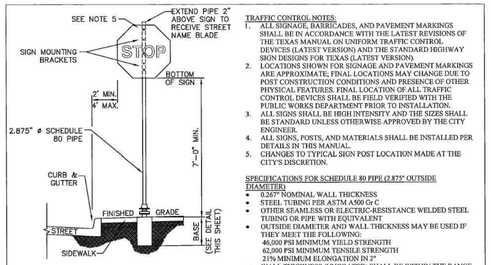


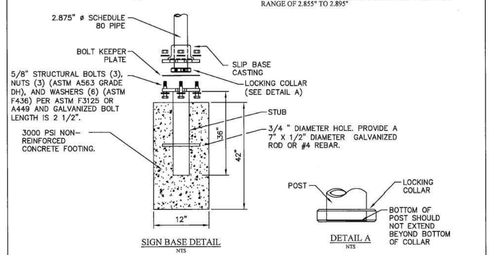
TYPICAL POST DETAIL
NTS

TRAFFIC CONTROL NOTES:

1. ALL SIGNAGE, BARRICADES, AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE LATEST REVISIONS OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST VERSION) AND THE STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (LATEST VERSION).
2. LOCATIONS SHOWN FOR SIGNAGE AND PAVEMENT MARKINGS ARE APPROXIMATE; FINAL LOCATIONS MAY CHANGE DUE TO POST CONSTRUCTION CONDITIONS AND PRESENCE OF OTHER PHYSICAL FEATURES. FINAL LOCATION OF ALL TRAFFIC CONTROL DEVICES SHALL BE FIELD VERIFIED WITH THE PUBLIC WORKS DEPARTMENT PRIOR TO INSTALLATION.
3. ALL SIGNS SHALL BE HIGH INTENSITY AND THE SIZES SHALL BE STANDARD UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
4. ALL SIGNS, POSTS, AND MATERIALS SHALL BE INSTALLED PER DETAILS IN THIS MANUAL.
5. CHANGES TO TYPICAL SIGN POST LOCATION MADE AT THE CITY'S DISCRETION.

SPECIFICATIONS FOR SCHEDULE 80 PIPE (2.875" OUTSIDE DIAMETER)

- 0.267" NOMINAL WALL THICKNESS
- STEEL TUBING PER ASTM A500 Gr C
- OTHER SEAMLESS OR ELECTRIC-RESISTANCE WELDED STEEL TUBING OR PIPE WITH EQUIVALENT
- OUTSIDE DIAMETER AND WALL THICKNESS MAY BE USED IF THEY MEET THE FOLLOWING:
  46,000 PSI MINIMUM YIELD STRENGTH
  62,000 PSI MINIMUM TENSILE STRENGTH
  21% MINIMUM ELONGATION IN 2"
- WALL THICKNESS (UNCOATED) SHALL BE WITHIN THE RANGE OF 0.248" TO 0.304"
- OUTSIDE DIAMETER (UNCOATED) SHALL BE WITHIN THE RANGE OF 2.835" TO 2.895"

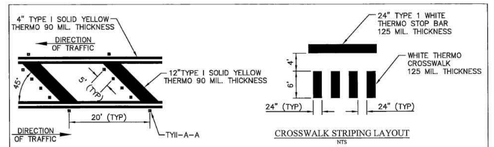


SIGN BASE DETAIL
NTS

DETAIL A
NTS

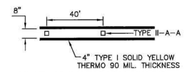
70G

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT	SIGN POST BREAKAWAY (ALTERNATE)	STANDARD CONSTRUCTION DETAILS TRAFFIC		
		DATE: FEBRUARY 2024	REVISED DATE: MAY 2024	SHEET: SD-T03

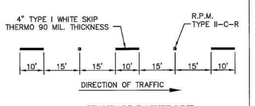


DETAIL "A"
NTS

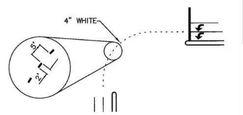
CROSSWALK STRIPING LAYOUT
NTS



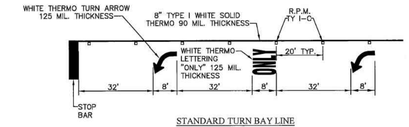
STANDARD DOUBLE YELLOW LINE
NTS



STANDARD DASHED LINE
NTS



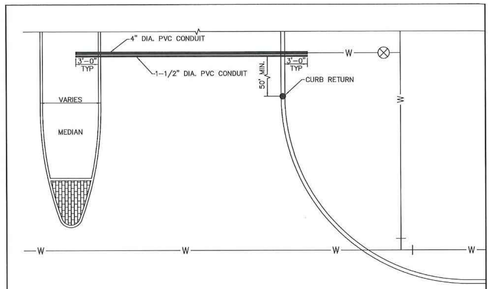
"PUPPY TRACK" MARKING LAYOUT
NTS



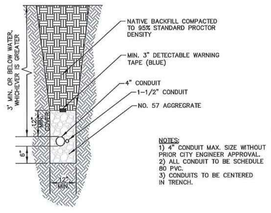
STANDARD TURN BAY LINE
NTS

70J

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT	TYPICAL PAVEMENT MARKING DETAILS	STANDARD CONSTRUCTION DETAILS TRAFFIC		
		DATE: FEBRUARY 2024	REVISED DATE: MAY 2024	SHEET: SD-T06



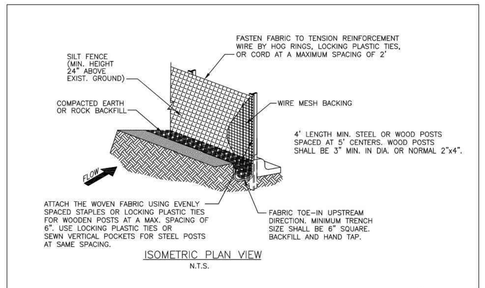
PLAN VIEW: IRRIGATION CONDUIT LAYOUT



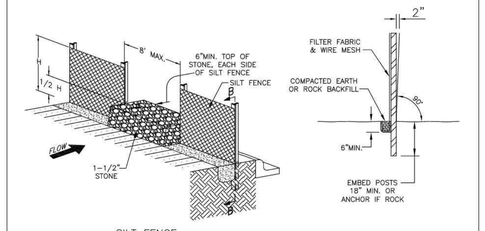
SECTION VIEW: IRRIGATION CONDUIT TRENCH

78A

Sherman CLASSIC TOWN. BROAD HORIZON. SOLID WASTE DEPARTMENT	IRRIGATION CONDUITS N.T.S.	STANDARD CONSTRUCTION DETAILS PAVING		
		DATE: JANUARY 2024	REVISED DATE: ----	SHEET: SD-P37



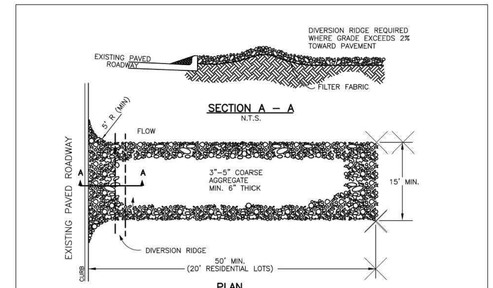
ISOMETRIC PLAN VIEW
N.T.S.



SILT FENCE
STONE OVERFLOW STRUCTURE
N.T.S.

75A

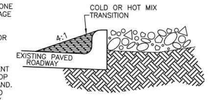
Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT	SILT FENCE DETAILS	STANDARD CONSTRUCTION DETAILS EROSION CONTROL		
		DATE: OCTOBER 2013	REVISED DATE: —	SHEET: SD-EC02



PLAN
N.T.S.

STABILIZED CONSTRUCTION ENTRANCE GENERAL NOTES:

1. WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE STREET AND THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
2. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PAVED SURFACES MUST BE REMOVED IMMEDIATELY.
3. THE ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
4. WHEN SEDIMENT HAS SUBSTANTIALLY CLOGGED THE VOID AREA BETWEEN THE ROCKS, THE AGGREGATE MAT MUST BE WASHED DOWN OR REPLACED. PERIODIC RE-GRADING AND TOP DRESSING WITH ADDITIONAL STONE MUST BE DONE TO KEEP THE EFFICIENCY OF THE ENTRANCE FROM DIMINISHING.



TRANSITION

75B

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT	TEMPORARY STONE CONSTRUCTION ENTRANCE/EXIT	STANDARD CONSTRUCTION DETAILS EROSION CONTROL		
		DATE: OCTOBER 2013	REVISED DATE: —	SHEET: SD-EC03

CEI ENGINEERING ASSOCIATES, INC.
3030 LBJ FWY., SUITE 920
DALLAS, TX 75234
PHONE: (972) 488-3737

HAWN PARK- 100% BID SET
CITY OF SHERMAN
900 S DEWEY AVE.
SHERMAN, TEXAS

PRELIMINARY
NOT FOR
CONSTRUCTION

F-7524

PROFESSIONAL OF RECORD	CJW
PROJECT MANAGER	MCR
DESIGNER	MSW
CEI PROJECT NUMBER	34485.2
DATE	1/14/2026
REVISION	REV-1

DETAIL SHEET 4
SHEET TITLE

SHEET NUMBER
C7.3

DRAWING LOCATION - P:\34000\34485.2\DRAWINGS\DESIGN\WORKING\34485.2-CS.DWG - SAVED BY - MWALTERS

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GENERAL NOTES

A. Permission to cut, bore or excavate Sherman city streets for utility service installation or repairs must be granted by the Department of Engineering prior to any work, by obtaining an approved ROW permit.
B. All expenses of the installation and repair of the street, alley, or public way shall be borne by the entity granted permission to perform the work by the City of Sherman.
C. All damage to the street resulting from cutting the pavement and/or excavation of or boring under the street will be the responsibility of the entity granted permission to perform the work.
D. Any traffic control devices which are affected by any work done in the roadway shall be repaired or replaced in conformance with criteria set forth in the TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD) and City of Sherman Street Department, Sign and Signal requirements.
E. The traveling public shall be protected by the use of proper warning signs, lighted signals, barrels, or other TMUTCD approved equipment both day and night until the street is fully repaired. Warning signs and signals shall be installed by and at the expense of the responsible entity in accordance with specifications set forth in the TMUTCD and all other requirements specified by the City of Sherman Engineering Department.
F. Any materials and/or equipment used as the result of utility installation or repair shall be removed from the through lanes between the hours of 7:00 a.m. and 8:00 p.m. on Monday through Friday, 8:00 a.m. and 5:00 p.m. on Saturday, and 1:00 p.m. and 5:00 p.m. on Sunday, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve and Christmas Day, unless an exception has been granted by the Engineering Department.
G. All surfaces not included in the utility cut/excavation shall be protected and kept clean by the responsible entity or its contractor, and if damaged replaced to the satisfaction of the Department of Engineering.
H. All disturbed portions of the right-of-way which are not paved with concrete or asphalt shall be restored to their original condition, including grass, trees, shrubs, irrigation systems, handicap ramps, sidewalks, trails, and bikeways.
I. Where 100 lineal feet or more of curb and/or gutter are to be replaced, plans and specifications shall be submitted and approved by the Department of Engineering.
J. The cut or excavation project shall be limited to the location, size, and scope of work as originally permitted by the Engineering Department.
K. Excavation spoils shall be removed from the ROW, by the Contractor, prior to the City forces backfilling.
L. For service Tap(s) refer to "Process for Tapping Into City Water and/or Sewer Mains" available in the Engineering Department.
M. Curb and Gutter cuts of any length are the responsibility of the Contractor to replace, prior to City forces backfilling utility cuts within the street.

UTILITY SERVICE CUT REQUIREMENT

A. All pavement removals shall be in straight lines. Saw cuts shall be neat rectangular or trapezoidal in shape, and edges shall be parallel and perpendicular or skewed up to 45° from perpendicular to the traffic flow. Irregular shaped cuts with more than four sides or cuts within existing patches will not be allowed.
B. Cuts shall be made with a wheel cutting saw, cutting abrasive water jet, rotomilling or an approved method which assures a straight edge.
C. Trench excavation, shoring, and stockpiling shall be in strict compliance with OSHA, State of Texas, and City of Sherman rules and regulations. All trench excavation shall be made by open cut to the depth required to construct or repair the facility and adequately braced.
D. The length of trench permitted to be open may be limited when, in the opinion of the Engineering Department, such limitation is necessary for safety and convenience of the public.

BACKFILL REQUIREMENTS

A. The top 4" of the cut shall be backfilled with a suitable flexbase material if the asphalt surface is not immediately replaced.
B. Cuts filled with flowable backfill shall be bridged with steel street plates that overlap the trench width two feet on both sides and secured so they are not above the existing street surface elevation.Plates are to be secured and provide a ramp along both transverse ends of the plates with cold-patch material.
C. Plates are to be leveled with wood shims prior to securing the plates in place.
D. Valves and manholes covering shall be set ¼ inch to ½ inch below the compacted finished street surface.

PATCHING REQUIREMENTS

A. All patches will be of the same material as the existing street and shall be per the appropriate detail.
B. The exposed edge of the excavated asphalt pavement shall be painted with an Emulsified Asphalt Tack Coat to assure a good bond between the existing and new pavement.
C. Asphalt patches shall be placed in three inch lifts and compacted by means of a mechanical roller to achieve an optimum density.
D. Large asphalt patch areas may require the use of a self-propelled paver as determined by Engineering.
E. Concrete patch material shall be placed using a mixture that is approved by Engineering.
F. The concrete shall be placed and vibrated in accordance with good practice.
G. The concrete surface shall be broomed or matched to the existing finish already in place.

76A

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT | GENERAL NOTES AND REQUIREMENTS | STANDARD CONSTRUCTION DETAILS UTILITIES TRENCHLINE & STREET RESTORATION | DATE: OCT. 2013 | REV DATE: OCT. 2022 | SHEET : SD-U01

MATERIALS:

FLOWABLE FILL SHALL MEET THE FOLLOWING REQUIREMENTS:
250 PSI < 450 PSI COMPRESSIVE STRENGTH @ 28 DAYS
MATERIAL PI < 12
100% PASSING THE ¾" SIEVE
MINIMUM SLUMP = 5"

SELECT OR GRANULAR MATERIAL:

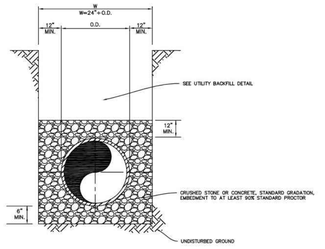
Shall be free flowing, such as sand or hydraulically graded crushed stone fines, or mixed sand and gravel, or sandy loam. The material shall be free from lumps, stones over 2-inches in diameter, clay and organic matter.

	FLEXIBLE BASE				CRUSHED CONCRETE/STONE	
	GRADE 1-2	GRADE 3	GRADE 5		GRADE 4	
1 ¾"	0% - 10%	0% - 10%	0% - 5%	1 ¾"	0% - 10%	
¾"	10% - 35%	-	10% - 35%	¾"	10% - 35%	
½"	30% - 65%	-	35% - 65%	½"	30% - 65%	
#4	40% - 75%	45% - 75%	45% - 75%	#4	40% - 75%	
#40	65% - 90%	50% - 85%	70% - 90%	#40	65% - 90%	
LL% max	40	40	35	LL% max	40	
PI max	10	12	10	PI max	10	

GRADE #57
CRUSHED CONCRETE/STONE AT STANDARD GRADATION
1 ½" 0%
1" 95% - 100%
½" 25% - 50%
#4 1% - 10%
#40 0% - 5%

76B

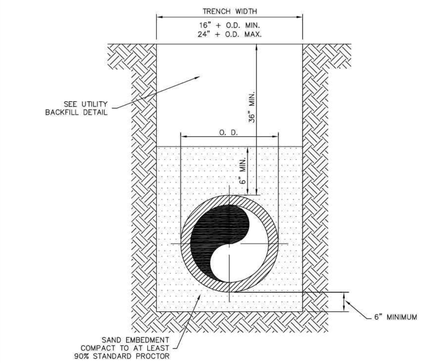
Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT | GENERAL NOTES AND REQUIREMENTS | STANDARD CONSTRUCTION DETAILS UTILITIES TRENCHLINE & STREET RESTORATION | DATE: OCT. 2013 | REV DATE: OCT. 2022 | SHEET : SD-U02



RCP STORM SEWER PIPE EMBEDMENT

76C

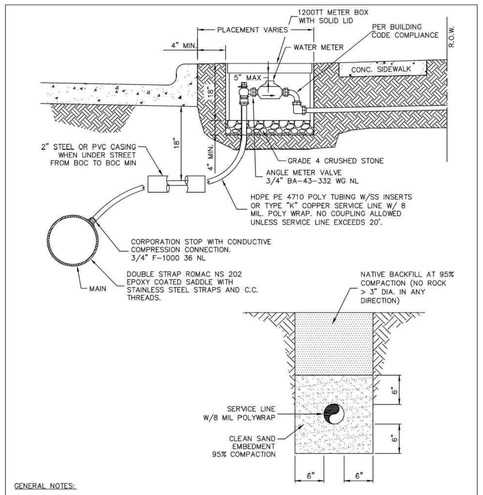
Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT | RCP STORM SEWER PIPE EMBEDMENT | STANDARD CONSTRUCTION DETAILS UTILITIES TRENCHLINE & STREET RESTORATION | DATE: OCTOBER 2022 | REVISED DATE: - | SHEET: SD-U03



TYPICAL WATER MAIN EMBEDMENT FOR PVC AND DUCTILE IRON

76D

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT | WATER MAIN EMBEDMENT | STANDARD CONSTRUCTION DETAILS UTILITIES TRENCHLINE & STREET RESTORATION | DATE: OCTOBER 2022 | REV DATE: - | SHEET: SD-U05

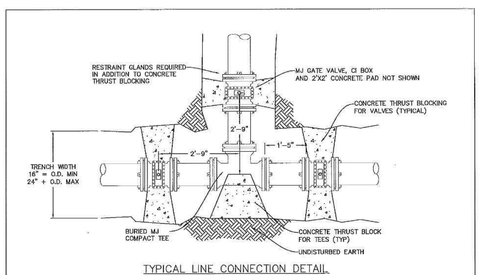


GENERAL NOTES:

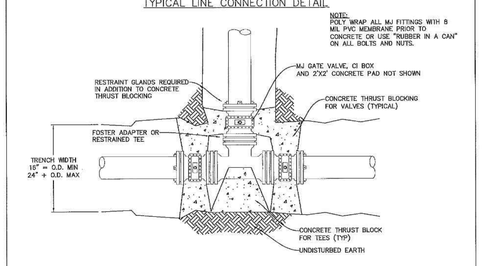
1. METERS PURCHASED FROM THE CITY OF SHERMAN UTILITY BILLING DEPARTMENT. 3/4" AND 1" METERS SET BY THE CITY. 1-1/2" METERS SHALL BE INSTALLED BY THE CONTRACTOR AND SHALL BE CENTERED IN THE METER BOX AT A DEPTH NOT GREATER THAN 5" BELOW METER LID.
2. THE ANGLE METER VALVE SHALL BE EASILY ACCESSIBLE, WHETHER INSIDE THE METER BOX OR IN A SECONDARY BOX.
3. ALL MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF SHERMAN WATER SYSTEM REQUIREMENTS.
4. THE CITY OF SHERMAN UTILITY BILLING DEPARTMENT SHALL APPROVE ALL METER AND METER BOX INSTALLATIONS AS APPLICABLE.

76H

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT | SERVICE CONNECTION WITH METER BOX | STANDARD CONSTRUCTION DETAILS WATER | DATE: OCTOBER, 2012 | REV DATE: DECEMBER, 2019 | SHEET: SD-W18



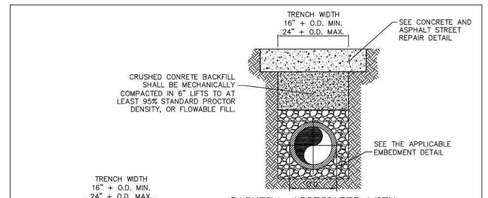
TYPICAL LINE CONNECTION DETAIL



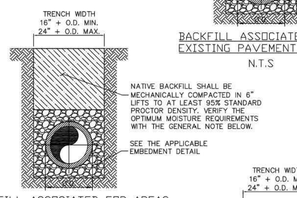
ALTERNATE LINE CONNECTION DETAIL

76G

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT | TYPICAL LINE CONNECTION | STANDARD CONSTRUCTION DETAILS WATER | DATE: OCT 2018 | REV DATE: - | SHEET : SD-WMXX



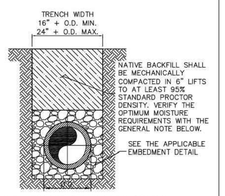
BACKFILL ASSOCIATED WITH EXISTING PAVEMENT REPAIR
N.T.S



BACKFILL ASSOCIATED FOR AREAS NOT UNDER PAVEMENT
N.T.S

NOTE:
THE FOLLOWING COMPACTION REQUIREMENTS SHALL BE FOLLOWED BASED ON THE BACKFILL MATERIAL BEING USED.

- IF THE BACKFILL MATERIAL HAS A P.I. LESS THAN OR EQUAL TO 20 IT MUST BE MOISTURE TREATED TO -2% TO 4% ABOVE OPTIMUM AT 95% STANDARD PROCTOR.
- IF THE BACKFILL MATERIAL HAS A P.I. GREATER THAN 20 IT MUST BE MOISTURE TREATED TO 3% ABOVE OPTIMUM AT 95% STANDARD PROCTOR.



BACKFILL ASSOCIATED FOR AREAS OF FUTURE PAVEMENT
N.T.S

76E

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT | UTILITY BACKFILL DETAIL | STANDARD CONSTRUCTION DETAILS UTILITIES TRENCHLINE & STREET RESTORATION | DATE: OCTOBER 2022 | REV DATE: - | SHEET: SD-U07

CEI Solutions for Land and Life

CEI ENGINEERING ASSOCIATES, INC.
3030 LBJ FWY., SUITE 920
DALLAS, TX 75234
PHONE: (972) 488-3737

HAWN PARK- 100% BID SET
CITY OF SHERMAN
900 S DEWEY AVE.
SHERMAN, TEXAS

PRELIMINARY
NOT FOR
CONSTRUCTION

F-7524

PROFESSIONAL OF RECORD	CJW
PROJECT MANAGER	MCR
DESIGNER	MSW
CEI PROJECT NUMBER	34485.2
DATE	1/14/2026
REVISION	REV-1

DETAIL SHEET 5
SHEET TITLE

SHEET NUMBER
C7.4

DRAWING LOCATION - P:\34000\34485.2\DRAWINGS\DESIGN\WORKING\34485.2-CS.DWG -- SAVED BY - MWALTERS

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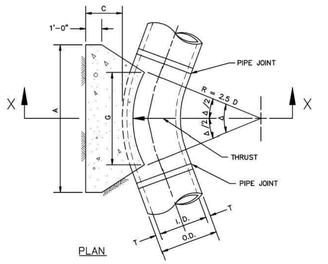
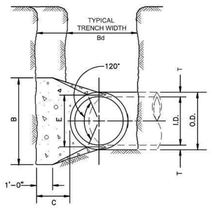


PLAN



SECTION X–X

76K

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT

HORIZONTAL THRUST BLOCK AT PIPE BEND

STANDARD CONSTRUCTION DETAILS WATER

DATE:	REV DATE:	SHEET:
OCTOBER, 2012	–	SD–W04

I.D. (IN.)	T (IN.)	Δ = 11.25° (FT.)	Δ = 22.50° (FT.)	E (FT.)
4,6,8	0.4	1.5	1.5	0.9
10,12	0.5	1.5	1.5	1.2
16,18	0.6	1.5	1.5	1.6
20	0.7	1.5	1.5	1.8
24	0.9	1.5	1.5	2.1
30	2.9	1.5	1.9	2.6
36	4.5	1.5	2.3	3.3
42	5.0	1.8	2.6	3.8
48	5.5	2.0	3.0	4.3
54	6.0	2.3	3.4	4.8
60	6.5	2.5	3.8	5.3
66	6.8	2.8	4.1	5.7
72	7.5	3.0	4.5	6.3
78	7.5	3.3	4.9	6.7
84	8.0	3.5	5.3	7.2
90	8.5	3.8	5.6	7.7
96	9.0	4.0	6.0	8.2

	Δ = 11.25°							Δ = 22.50°						
			EARTH			ROCK				EARTH			ROCK	
I.D. (IN.)	G (FT.)	THRUST (TONS)	A (FT.)	B (FT.)	VOL. (C.Y.)	A (FT.)	B (FT.)	VOL. (C.Y.)	I.D. (IN.)	G (FT.)	THRUST (TONS)	A (FT.)	B (FT.)	VOL. (C.Y.)	A (FT.)	B (FT.)	VOL. (C.Y.)
4,6,8	0.4	1.0	1.0	1.5	0.1	1.0	1.0	0.1	4,6,8	0.8	2.0	1.5	1.5	0.1	1.0	1.0	0.1
10,12	0.6	2.2	1.5	1.5	0.1	1.0	1.5	0.1	10,12	1.1	4.4	2.0	2.5	0.3	1.5	1.5	0.1
16,18	0.8	5.0	2.0	2.5	0.3	1.5	2.0	0.2	16,18	1.6	9.9	3.0	3.5	0.6	2.0	2.5	0.3
20	0.9	6.2	2.0	3.5	0.4	1.5	3.0	0.3	20	1.8	12.3	3.5	3.5	0.7	2.0	3.0	0.4
24	1.1	8.9	3.0	3.5	0.5	1.5	3.0	0.3	24	2.2	17.7	4.0	4.5	1.0	3.0	3.5	0.5
30	1.4	10.4	3.0	3.5	0.6	2.0	3.5	0.4	30	2.7	20.7	5.0	4.5	1.5	3.0	4.0	0.8
36	1.7	15.0	3.5	4.5	0.9	2.0	4.0	0.5	36	3.3	29.8	5.5	5.5	2.3	4.0	4.0	1.3
42	1.9	20.4	4.5	5.0	1.5	2.5	5.0	0.8	42	3.8	40.5	7.0	6.0	3.9	4.5	5.0	2.1
48	2.2	26.6	4.5	6.0	2.0	2.5	6.0	1.1	48	4.4	52.9	8.0	7.0	5.7	4.5	6.0	2.8
54	2.5	33.7	6.0	6.0	3.0	3.0	6.0	1.4	54	4.9	67.0	9.0	8.0	8.0	6.0	6.0	4.1
60	2.7	41.6	6.0	7.0	3.8	3.0	7.0	1.8	60	5.5	82.7	9.5	9.0	10.6	6.0	7.0	5.3
66	3.0	50.3	6.5	8.0	5.1	3.5	8.0	2.7	66	6.0	100.1	10.5	10.0	14.1	6.5	8.0	7.2
72	3.3	59.9	7.5	8.0	6.3	4.0	8.0	3.3	72	6.6	119.1	11.0	11.0	17.6	7.5	8.0	9.1
78	3.6	70.2	8.0	9.0	8.1	4.0	9.0	3.9	78	7.1	139.8	12.0	12.0	22.5	8.0	9.0	11.7
84	3.8	81.5	8.5	10.0	10.3	4.5	10.0	5.3	84	7.6	162.1	13.0	12.5	27.2	8.5	10.0	14.8
90	4.1	93.5	9.5	10.0	12.2	5.0	10.0	6.3	90	8.2	186.1	14.0	13.5	33.7	9.5	10.0	17.7
96	4.4	106.4	10.0	11.0	15.0	5.0	11.0	7.4	96	8.7	211.7	15.0	14.5	41.2	10.0	11.0	21.8

TABLES OF DIMENSIONS AND QUANTITIES

76J

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT

HORIZONTAL THRUST BLOCK DIMENSIONS & QUANTITIES

STANDARD CONSTRUCTION DETAILS WATER

REV DATE:	REV DATE:	SHEET:
OCTOBER, 2012	–	SD–W05

	Δ = 30°								Δ = 45°							
			EARTH			ROCK					EARTH			ROCK		
I.D. (IN.)	G (FT.)	THRUST (TONS)	A (FT.)	B (FT.)	VOL. (C.Y.)	A (FT.)	B (FT.)	VOL. (C.Y.)	I.D. (IN.)	G (FT.)	THRUST (TONS)	A (FT.)	B (FT.)	VOL. (C.Y.)	A (FT.)	B (FT.)	VOL. (C.Y.)
4,6,8	1.0	2.6	2.0	1.5	0.2	1.0	1.5	0.1	4,6,8	1.5	3.9	2.0	2.0	0.2	1.5	1.5	0.1
10,12	1.5	5.9	2.5	2.5	0.3	2.0	1.5	0.2	10,12	2.2	8.7	3.5	2.5	0.5	2.0	2.5	0.3
16,18	2.2	13.2	3.5	4.0	0.8	2.5	3.0	0.4	16,18	3.2	19.5	4.5	4.5	1.2	3.0	3.5	0.6
20	2.4	16.3	4.5	4.0	1.0	3.0	3.0	0.5	20	3.6	24.1	5.5	4.5	1.5	3.5	3.5	0.7
24	2.9	23.4	6.0	4.0	1.4	3.5	3.5	0.7	24	4.3	34.6	8.0	4.5	2.3	4.5	4.0	1.1
30	3.6	27.5	6.5	5.0	1.9	3.5	4.0	0.9	30	5.4	40.6	8.5	5.0	3.2	5.5	4.0	1.6
36	4.4	39.5	7.0	6.0	3.4	4.5	4.5	1.6	36	6.5	58.5	10.0	6.0	5.3	6.5	4.5	2.6
42	5.1	53.8	8.0	7.0	5.1	5.5	5.0	2.5	42	7.5	79.6	11.5	7.0	8.1	8.0	5.0	4.2
48	5.8	70.3	9.0	8.0	7.4	6.0	6.0	3.7	48	8.6	104.0	13.0	8.0	11.9	9.0	6.0	6.3
54	6.5	89.0	10.0	9.0	10.3	7.0	6.5	5.3	54	9.7	131.5	15.0	9.0	17.1	10.5	6.5	8.9
60	7.3	110.0	11.0	10.0	13.9	7.5	7.5	7.3	60	10.7	162.4	16.5	10.0	23.1	11.0	7.5	12.0
66	8.0	132.9	12.5	11.0	18.9	8.5	8.0	9.6	66	11.8	196.5	18.0	11.0	30.1	12.0	8.5	16.2
72	8.7	158.2	13.5	12.0	24.0	9.0	9.0	12.3	72	12.9	233.9	19.5	12.0	38.6	14.0	8.5	20.7
78	9.4	185.6	14.5	13.0	30.0	10.0	9.5	15.6	78	13.9	274.5	21.5	13.0	49.8	14.5	9.5	25.9
84	10.1	215.3	15.5	14.0	37.1	10.5	10.5	19.5	84	15.0	318.4	23.0	14.0	61.2	15.5	10.5	32.6
90	10.9	247.1	16.5	15.0	45.0	11.5	11.0	23.9	90	16.1	365.5	24.5	15.0	74.5	17.5	10.5	39.6
96	11.6	281.2	18.0	16.0	55.5	12.5	11.5	28.9	96	17.1	415.6	26.0	16.0	89.5	18.5	11.5	48.5

	Δ = 67.50°								Δ = 90°							
			EARTH			ROCK					EARTH			ROCK		
I.D. (IN.)	G (FT.)	THRUST (TONS)	A (FT.)	B (FT.)	VOL. (C.Y.)	A (FT.)	B (FT.)	VOL. (C.Y.)	I.D. (IN.)	G (FT.)	THRUST (TONS)	A (FT.)	B (FT.)	VOL. (C.Y.)	A (FT.)	B (FT.)	VOL. (C.Y.)
4,6,8	2.1	5.6	3.0	2.0	0.3	2.0	1.5	0.2	4,6,8	2.7	7.1	5.0	1.5	0.4	2.0	2.0	0.2
10,12	3.1	12.6	5.5	2.5	0.8	3.5	2.0	0.4	10,12	4.0	16.0	6.5	2.5	1.0	3.5	2.5	0.5
16,18	4.7	28.3	7.5	4.0	1.9	5.5	3.0	0.9	16,18	6.0	36.0	9.0	4.0	2.4	4.5	4.0	1.0
20	5.2	34.9	9.0	4.0	2.3	5.5	3.5	1.2	20	6.6	44.4	10.0	4.5	3.1	6.0	4.0	1.5
24	6.2	50.3	11.5	4.5	3.5	6.5	4.0	1.6	24	7.9	64.0	14.5	4.5	5.0	8.0	4.0	2.1
30	7.8	58.9	12.0	5.0	4.8	7.5	4.0	2.2	30	9.9	75.0	15.0	5.0	6.7	10.0	4.0	3.3
36	9.4	84.9	14.5	6.0	8.2	9.5	4.5	3.8	36	11.9	108.0	18.0	6.0	11.4	12.0	4.5	5.3
42	10.9	115.5	17.0	7.0	12.8	11.0	5.5	6.3	42	13.9	147.0	21.0	7.0	17.8	14.0	5.5	8.7
48	12.5	150.9	19.0	8.0	18.4	13.0	6.0	9.2	48	15.9	192.0	24.0	8.0	26.2	16.0	6.0	12.4
54	14.0	191.0	21.5	9.0	26.0	15.0	6.5	12.9	54	17.9	243.0	27.0	9.0	36.9	18.0	7.0	18.1
60	15.6	235.8	24.0	10.0	35.6	16.0	7.5	17.6	60	19.9	299.8	30.0	10.0	50.3	20.0	7.5	24.0
66	17.1	285.3	26.0	11.0	46.0	18.0	8.0	23.0	66	21.8	362.8	33.0	11.0	66.2	22.0	8.5	32.5
72	18.7	339.5	28.5	12.0	57.8	19.0	9.0	28.4	72	23.8	431.8	36.0	12.0	85.6	24.0	9.0	41.0
78	20.2	398.5	31.0	13.0	75.7	21.0	9.5	37.4	78	25.7	506.7	39.0	13.0	108.2	26.0	10.0	53.2
84	21.8	462.1	33.5	14.0	94.7	22.0	10.5	46.5	84	27.7	587.7	42.0	14.0	134.4	28.0	10.5	64.8
90	23.3	530.5	35.5	15.0	114.4	24.5	11.0	58.2	90	29.0	674.6	45.0	15.0	164.9	30.0	11.5	81.2
96	24.9	603.6	38.0	16.0	138.9	25.5	12.0	70.0	96	31.6	767.5	48.0	16.0	199.0	32.0	12.0	95.1

TABLES OF DIMENSIONS AND QUANTITIES

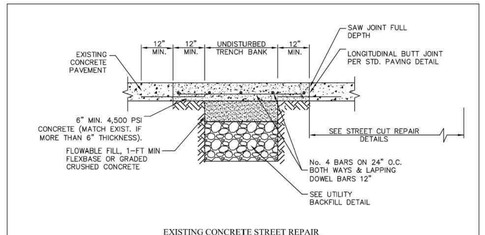
76J

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT

HORIZONTAL THRUST BLOCK DIMENSIONS & QUANTITIES

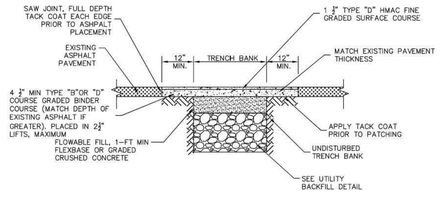
STANDARD CONSTRUCTION DETAILS WATER

DATE:	REV DATE:	SHEET:
APRIL, 2012	–	SD–W06



EXISTING CONCRETE STREET REPAIR

NTS



EXISTING ASPHALT STREET REPAIR

NTS

NOTES:

- ALL PAVING JOINTS SHALL BE PARALLEL OR PERPENDICULAR TO THE DIRECTION OF TRAVEL.
- TACK COAT TO BE; PG BINDERS, SS–1H, CSS–1H OR EAP&T.
- THE TACK COAT APPLICATION RATE IS TO BE 0.10 GAL/SY.

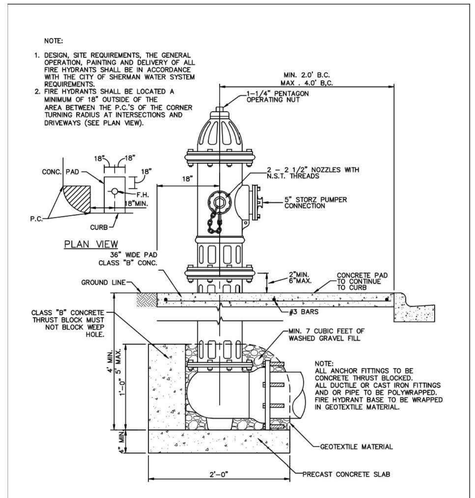
76Q

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT

CONCRETE AND ASPHALT STREET REPAIR

STANDARD CONSTRUCTION DETAILS UTILITIES TRENCHLINE & STREET RESTORATION

DATE:	REVISED DATE:	SHEET:
OCTOBER 2022	-	SDM108



TYPICAL FIRE HYDRANT INSTALLATION

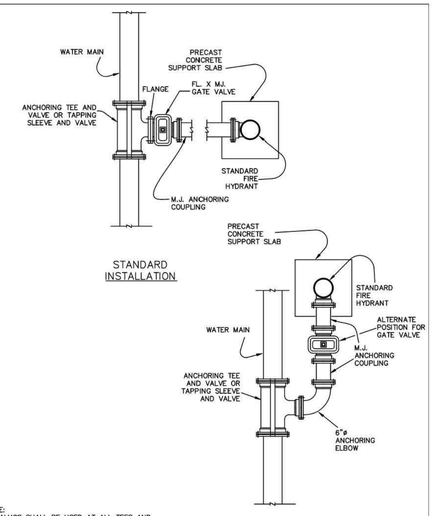
76P

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT

TYPICAL FIRE HYDRANT INSTALLATION

STANDARD CONSTRUCTION DETAILS WATER

DATE:	REV DATE:	SHEET:
APRIL, 2012	–	SD–W14



NOTE:
MEGALUGS SHALL BE USED AT ALL TEES AND BENDS.

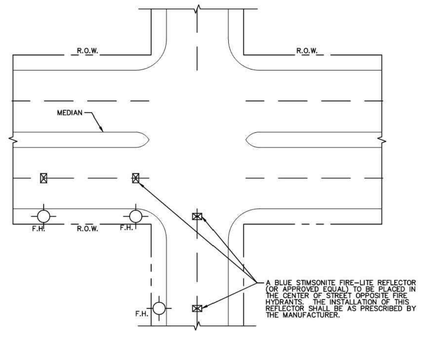
76N

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT

TYPICAL FIRE HYDRANT INSTALLATION

STANDARD CONSTRUCTION DETAILS WATER

DATE:	REV DATE:	SHEET:
OCTOBER, 2012	–	SD–W15



NOTE:
FIRE HYDRANT SHALL BE LOCATED OUTSIDE OF RADIUS.

TYPICAL FIRE HYDRANT REFLECTOR INSTALLATION

76M

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT

FIRE HYDRANT REFLECTOR INSTALLATION

STANDARD CONSTRUCTION DETAILS WATER

DATE:	REV DATE:	SHEET:
OCTOBER, 2012	–	SD–W17

CEI ENGINEERING ASSOCIATES, INC.
3030 LBJ FWY., SUITE 920
DALLAS, TX 75234
PHONE: (972) 488-3737

HAWN PARK- 100% BID SET
CITY OF SHERMAN
900 S DEWEY AVE.
SHERMAN, TEXAS

PRELIMINARY
NOT FOR CONSTRUCTION

F-7524

PROFESSIONAL OF RECORD	CJW
PROJECT MANAGER	MCR
DESIGNER	MSW
CEI PROJECT NUMBER	34485.2
DATE	1/14/2026
REVISION	REV-1

DETAIL SHEET 6

SHEET TITLE

SHEET NUMBER

C7.5

DRAWING LOCATION - P:\34000\34485.2\DRAWINGS\DESIGN\WORKING\34485.2-CS.DWG – SAVED BY - MWALTERS

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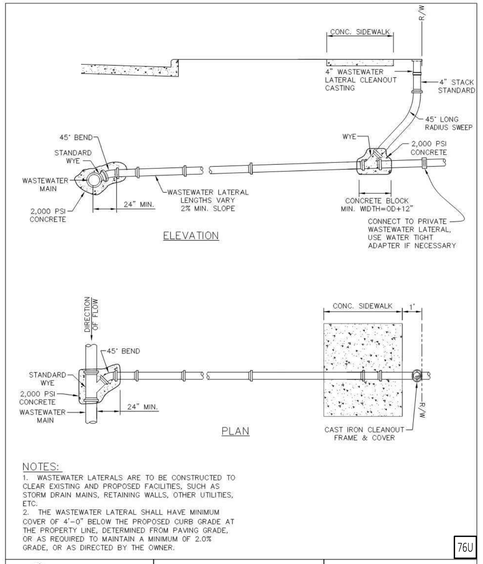


NOTES:

1. WASTEWATER LATERALS ARE TO BE CONSTRUCTED TO CLEAR EXISTING AND PROPOSED FACILITIES, SUCH AS STORM DRAIN MAINS, RETAINING WALLS, OTHER UTILITIES, ETC.
2. THE WASTEWATER LATERAL SHALL HAVE MINIMUM COVER OF 4'-0" BELOW THE PROPOSED CURB GRADE AT THE PROPERTY LINE, DETERMINED FROM PAVING GRADE, OR AS REQUIRED TO MAINTAIN A MINIMUM OF 2.0% GRADE, OR AS DIRECTED BY THE OWNER.

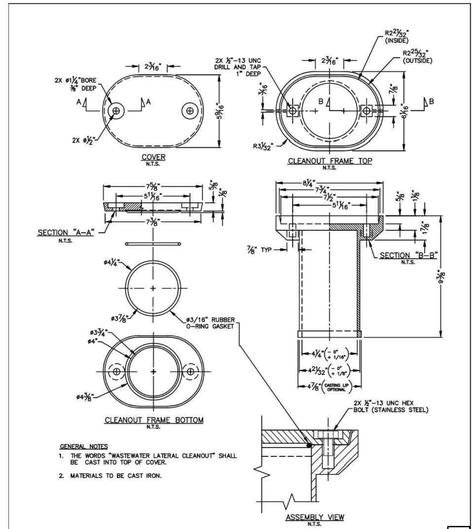
76U

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT

ONE-WAY CLEANOUT NEW CONSTRUCTION

STANDARD CONSTRUCTION DETAILS WASTEWATER

DATE:	REV DATE:	SHEET :
OCTOBER, 2012	JANUARY 2023	SD-WW02



GENERAL NOTES

1. THE WORDS "WASTEWATER LATERAL CLEANOUT" SHALL BE CAST INTO TOP OF COVER.
2. MATERIALS TO BE CAST IRON.

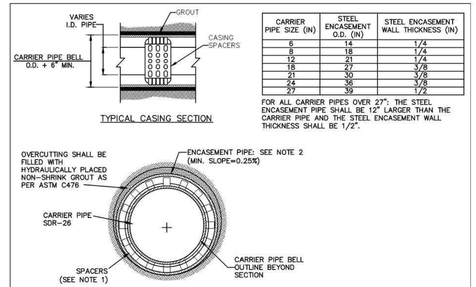
76T

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT

CAST IRON CLEANOUT FRAME & COVER

STANDARD CONSTRUCTION DETAILS WASTEWATER

DATE:	REV DATE:	SHEET :
OCTOBER, 2012	--	SD-WW03



CARRIER PIPE SIZE (IN)	STEEL ENCASEMENT O.D. (IN)	STEEL ENCASEMENT WALL THICKNESS (IN)
6	14	1/4
8	18	1/4
12	21	1/4
18	27	3/8
21	30	3/8
24	36	3/8
27	39	1/2

FOR ALL CARRIER PIPES OVER 27": THE STEEL ENCASEMENT PIPE SHALL BE 12" LARGER THAN THE CARRIER PIPE AND THE STEEL ENCASEMENT WALL THICKNESS SHALL BE 1/2".

NOTES:

1. HIGH DENSITY POLYETHYLENE SPACERS, RACI OR EQUAL, SHALL BE USED. WHERE NO CASING PIPE IS REQUIRED OVERCUTTING AROUND UTILITY SHALL BE FILLED WITH HYDRAULICALLY PLACED NON-SHRINK GROUT AS PER ASTM C478.
2. ENCASEMENT PIPE SHALL BE HIGH DENSITY STEEL PIPE. ALL JOINTS TO BE WELDED 100%

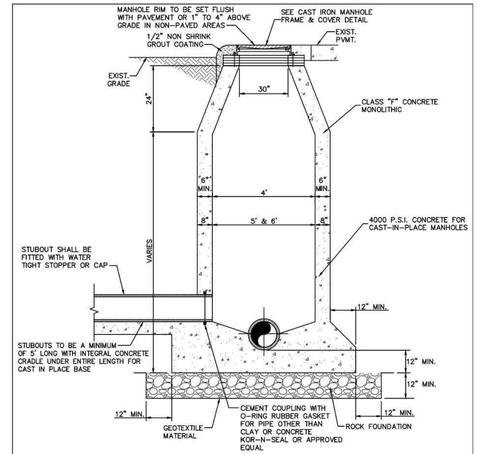
76R

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT

CASING

STANDARD CONSTRUCTION DETAILS WASTEWATER

DATE:	REV DATE:	SHEET :
APRIL, 2012	--	SD-WW15



NOTES:

1. IF FALSE MANHOLE BOTTOMS ARE REQUIRED, THEY SHALL BE CONSTRUCTED, INSTALLED, AND REMOVED PER WASTEWATER MANHOLE FALSE BOTTOM STD. DETAIL.
2. WHERE MANHOLE'S ARE OUTSIDE OF PAVEMENT, FRAME & COVER SHALL BE CENTERED IN 5'x5' CONCRETE PAD CLASS 'A' CONCRETE, 4" THICK
3. ALL MANHOLES SHALL PASS VACUUM TEST AS PER NCTCOG SPECIFICATIONS

CAST-IN-PLACE NOTES:

1. KEYWAYS REQUIRED FOR ALL CONSTRUCTION JOINTS.
2. P.V.C. WATER STOP REQUIRED FOR ALL JOINTS IN LOWER 4'-0" OF MANHOLES
3. CONCRETE SHALL BE 4000 P.S.I.

76F

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT

CAST-IN-PLACE MANHOLE

STANDARD CONSTRUCTION DETAILS WASTEWATER

DATE:	REV DATE:	SHEET :
APRIL, 2012	--	SD-WW04

CEI ENGINEERING ASSOCIATES, INC.
3030 LBJ FWY., SUITE 920
DALLAS, TX 75234
PHONE: (972) 488-3737

HAWN PARK- 100% BID SET
CITY OF SHERMAN
900 S DEWEY AVE.
SHERMAN, TEXAS

PRELIMINARY
NOT FOR CONSTRUCTION

F-7524

PROFESSIONAL OF RECORD	CJW
PROJECT MANAGER	MCR
DESIGNER	MSW
CEI PROJECT NUMBER	34485.2
DATE	1/14/2026
REVISION	REV-1

DETAIL SHEET 7

SHEET TITLE

SHEET NUMBER

C7.6

DRAWING LOCATION - P:\34000\34485.2\DRAWINGS\DESIGN\WORKING\34485.2-CS.DWG - SAVED BY - MWALTERS

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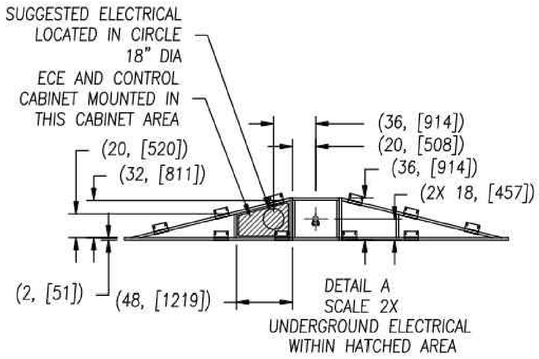
ELECTRICAL NOTES:

PROJECT VOLTAGE:

CONTROL VOLTAGE:



NOTES:

1. SPECIFICATIONS FOR ALL HARDWARE CONNECTING FRAMES.
   SIZE: 1/2–13
   MATERIAL: GRADE 1 STEEL OR BETTER.
   FINISH: HOT DIP GALVANIZED C CLASS
2. GROUND ANCHOR SPECIFICATIONS. 224 ANCHORS ARE USED FOR THIS FIELD SIZE.
   ASPHALT SURFACE:
   TYPICAL PULL RESISTANCE: 2,500 LBS
   TYPICAL SHEAR RESISTANCE: 2,500 LBS
   2000 PSI CONCRETE SURFACE:
   TYPICAL PULL RESISTANCE: 2,999 LBS
   TYPICAL SHEAR RESISTANCE: 5,564 LBS
3. WIND LOADING LIMITS:
   NO BANNERS ON STRUCTURE
   IBC 2015 175 MPH EXPOSURE C
   BANNERS MOUNTED ON ALL SURFACES
   IBC 2015 120 MPH EXPOSURE C

ENGINEERING REFERENCE DOCUMENT
DO NOT USE TO MANUFACTURE PRODUCT
ENG_REF_DOC_A

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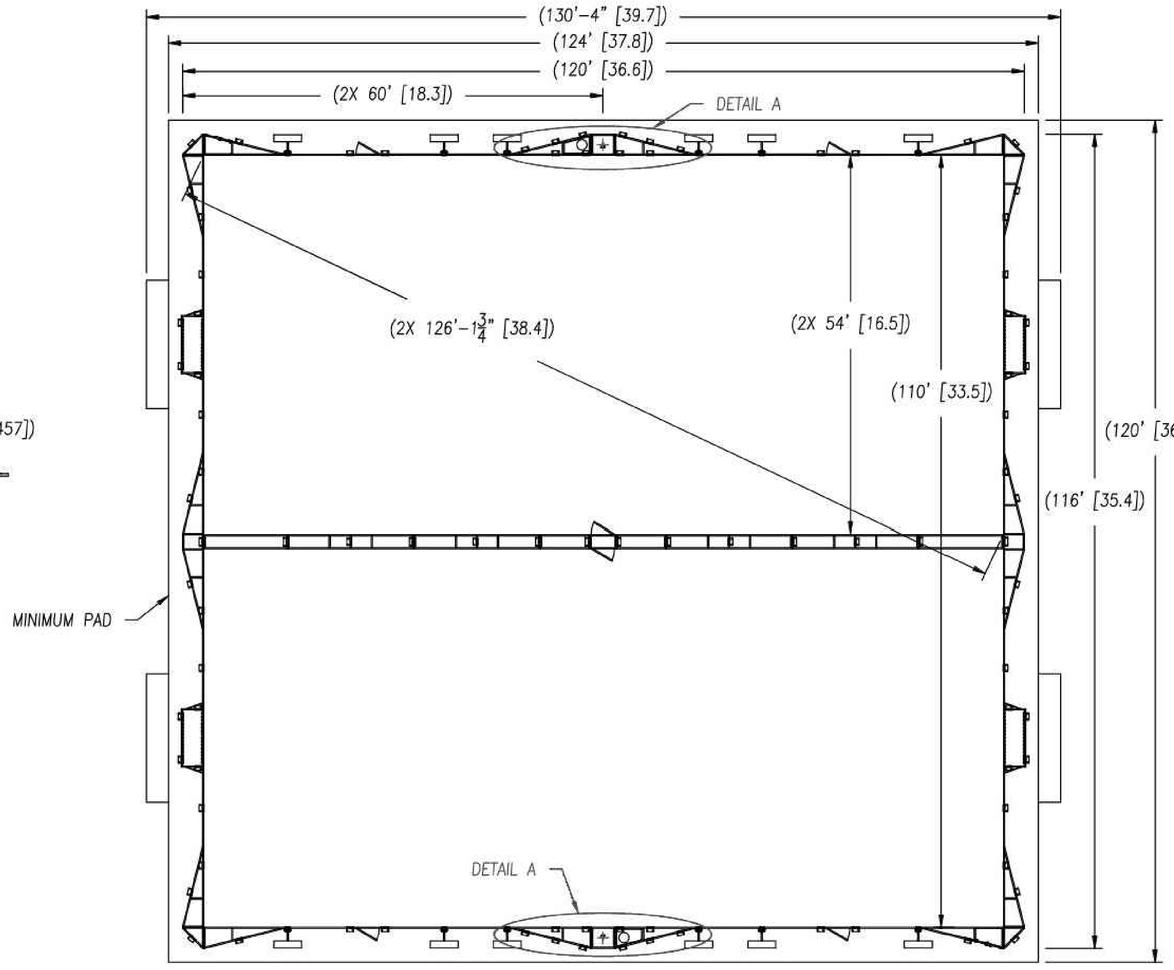
3RD ANGLE PROJECTION
ASME Y14.5M-1994



MINIMUM PAD SURFACE: 124' X 119'
37.8M X 36.3M

SURFACE TYPE:

DWG REF: SBS–300

MINI PITCH, 120' X 116' (36.6 X 35.4)

CORPORATE OFFICE:
P.O. Box 808
100 1st Avenue West
Oskaloosa, Iowa 52577
+1-800-825-6020
+1-641-673-0411

REVISIONS:

DATE:	BY:	R.L.

JOB NUMBER:
DRAWN BY:
CHECK BY:
REPRESENTATIVE:
SCALE: 1/200
DATE:
DRAWING NUMBER:
1 OF 1 SHEETS

70M

NOTE: THIS SHEET IS FOR INFORMATION PURPOSES ONLY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL FUTSAL COURT FENCING AND LIGHTING INSTALLATION INCLUDING SUB-GRADE AND POST TENSION SLAB (IN ACCORDANCE TO GEOTECH REPORT), UTILITY INSTALLATION AND CONNECTIONS WITH FUTSAL COURT FENCING AND LIGHTING MANUFACTURER. CONTRACTOR TO ENSURE BOLTS FOR FENCING DO NOT INTERFERE WITH ANY STRUCTURAL COMPONENT OF THE POST TENSION SLAB.
CONTACT: MUSCO LIGHTING
CHRIS JOHNSON
Lucas, TX 75002
PHONE: (866) 926-0447
(214) 733-2927 cell
EMAIL: chris.johnson@musco.com

CEI ENGINEERING ASSOCIATES, INC.
3030 LBJ FWY
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: ----

HAWN PARK- 100% BID SET
CITY OF SHERMAN
900 S DEWEY AVE.
SHERMAN, TEXAS

PRELIMINARY
NOT FOR
CONSTRUCTION

F-7524

PROFESSIONAL OF RECORD	CJW
PROJECT MANAGER	MCR
DESIGNER	MSW
CEI PROJECT NUMBER	34485.2
DATE	1/14/2026
REVISION	REV-1

DETAIL SHEET 8
SHEET TITLE

SHEET NUMBER
C7.7

DRAWING LOCATION - P:\34000\34485.2\DRAWINGS\DESIGN\WORKING\34485.2-CS.DWG -- SAVED BY - MWALTERS

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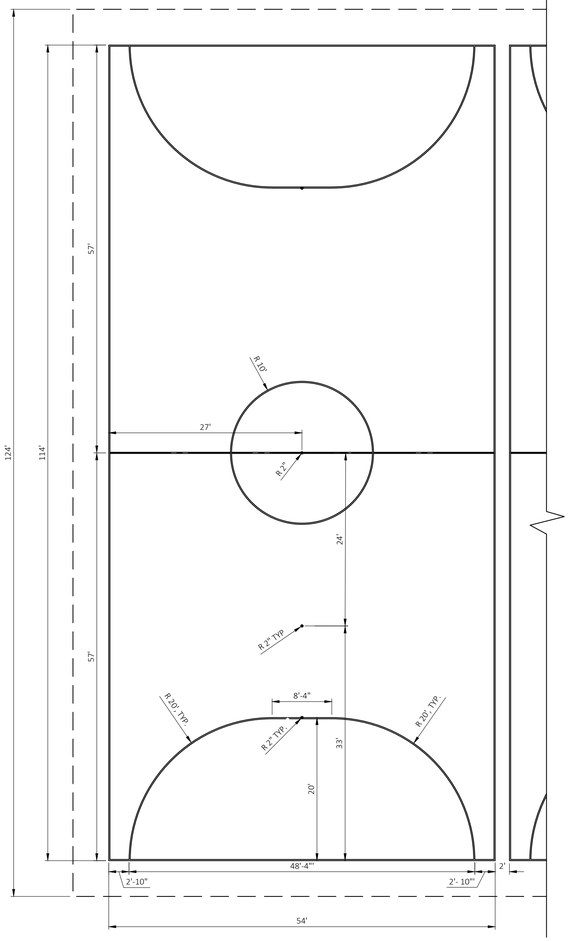
COURT SURFACING & COLOR SELECTION
FLEXPAVE SYSTEM OR APPROVED EQUAL- COLORS SHALL BE SELECTED BY OWNER'S REPRESENTATIVE DURING SUBMITTAL PROCESS. CONTRACTOR TO SUPPLY COLOR OPTIONS FOR INNER COURT AND OUTER COURT. COURT LINES SHALL BE STRIPED WHITE.

UPON COMPLETION OF COURT CONSTRUCTION, COURTS SHALL BE THOROUGHLY CLEANED & RESURFACED, APPLY:
1. ONE LEVELING COAT
2. TWO FILLER COATS
3. ONE FINISH COAT
4. TWO STRIPING COATS

AREA INSIDE COURTS LINES = 12,312 SQ.FT.
OUTSIDE COURT LINES= 2,568 SQ.FT.

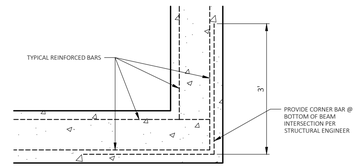
NOTES:
DIMENSIONS GIVEN TO OUTSIDE OF LINES EXCEPT CENTER LINE

PLAYING LINES ARE TO BE 2" WIDE



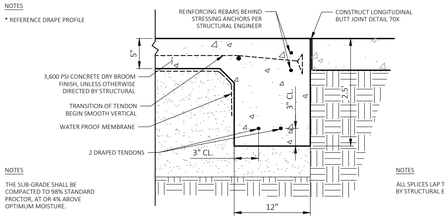
PLAN: FUTSAL COURT LAYOUT
N.T.S. 70N

NOTES
PROVIDE BAR ON OPPOSITE CORNER AT 'T' INTERSECTIONS WHERE INTERIOR BEAM & PERIMETER BEAM MEET, IF REQUIRED.



PLAN: CORNER BAR DETAIL
N.T.S.

NOTES
* REFERENCE DRAPE PROFILE

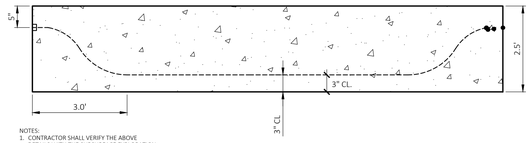


NOTES
THE SUB-GRADE SHALL BE COMPACTED TO 98% STANDARD PROCTOR, AT OR 4% ABOVE OPTIMUM MOISTURE.

NOTES
ALL SPLICES LAP TO BE DIRECTED BY STRUCTURAL ENGINEER

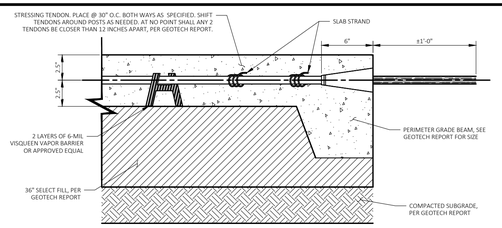
SECTION: EXTERIOR POST TENSION BEAM
N.T.S.

NOTES
* UNLESS OTHERWISE DIRECTED BY STRUCTURAL ENGINEER TENDONS SHALL BE 1/2" DIA ~ 270 KSI STRENGTH
REQUIRED EFFECTIVE ANCHOR FORCE = 28.9 KIPS
30% @ 48 HRS
100% @ 7 DAYS

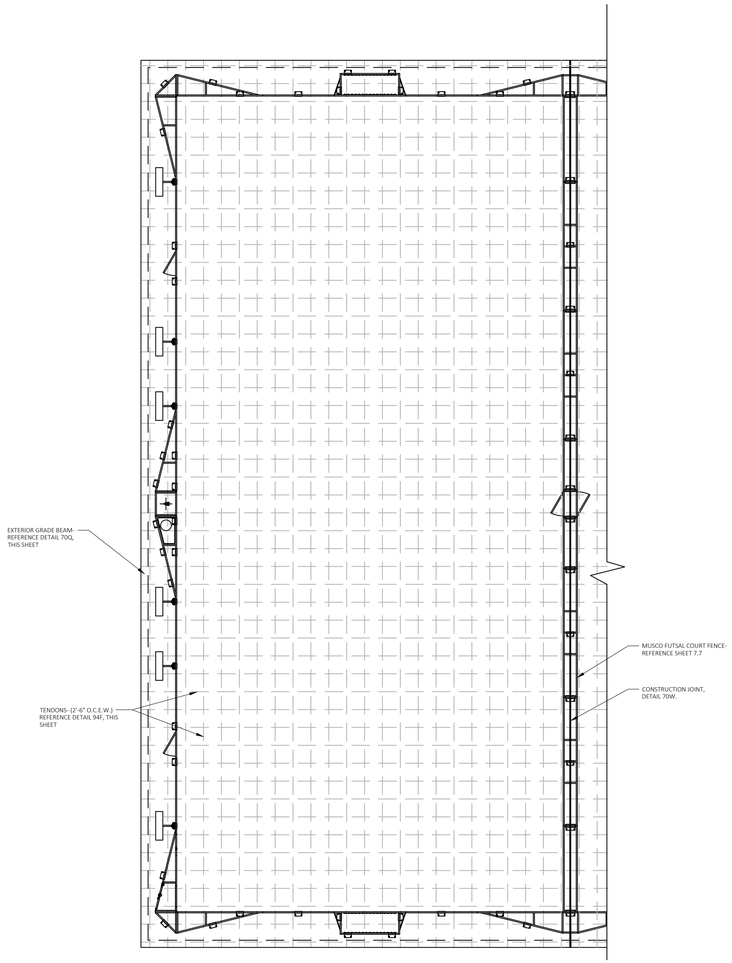


NOTES:
1. CONTRACTOR SHALL VERIFY THE ABOVE DETAILS WITH THE SUBSURFACE EXPLORATION PREPARED BY BRAUN INTERTEC REPORT DATED JUNE 14, 2024 PROJECT NUMBER B2453166, PRIOR TO CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR PROVIDING SEALED ENGINEERING PLANS (ENGINEER LICENSED IN TEXAS) FOR ALL POST TENSION SLAB COMPONENTS IN ACCORDANCE TO ABOVE REFERENCED REPORT.

PROFILE: TYP. BEAM TENSION DRAPE PROFILE 70R
N.T.S.



POST-TENSION CONCRETE
N.T.S. 54E



NOTES:
* ALL POST TENSION SLAB DESIGN INFORMATION SHOULD BE CONSIDERED PRELIMINARY. **THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING A STRUCTURAL ENGINEER (LICENSED IN TEXAS) DESIGN THE POST TENSION SLAB ACCORDING TO LOCAL CONDITIONS AND CITY STANDARDS.** THE ENGINEER SHALL PREPARE AND PROVIDE SEALED DRAWINGS FOR THE FOOTINGS/FOUNDATION. FINAL DESIGN OF THE FOOTING/POST TENSION SLAB IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

*EXCAVATE EXISTING SOILS, WEATHERED LIMESTONE AND TAN LIMESTONE TO PROVIDE A LEVEL SUBGRADE TO SUPPORT THE MINIMUM 36" DEPTH OF SELECT FILL. A 6" DEPTH OF THE SUBGRADE SHALL BE COMPACTED IN LOCATIONS WHERE THE SUBGRADE CONSISTS OF SITE SOILS.

* ALL WORK SHALL BE PERFORMED IN COMPLIANCE WITH THE GEOTECHNICAL INVESTIGATION TITLED 'HAWN PARK DEVELOPMENT' (PROJECT NO. 25-067765) DATED AUGUST, PREPARED BY GEOSCIENCE.

*CONTRACTOR TO ENSURE BOLTS FOR FENCING DO NOT INTERFERE WITH ANY STRUCTURAL COMPONENT OF THE POST TENSION SLAB.

*FOR BIDDING PURPOSES, BIDDERS SHALL PRICE THE CONSTRUCTION OF A 120'-0" x 124'-0" 3,600 PSI, 5" DEEP POST TENSION CONCRETE SLAB . THE SLAB SHALL BE CONSTRUCTED WITH A PERIMETER 12" WIDE X 30" DEEP CONCRETE BEAM. TENDON SPACING SHALL AT BE 2'-6" O.C. EACH WAY.

NOTE:
1. CONDUCT TEST OF CYLINDERS IN ACCORDANCE WITH ASTM C39 (ONE AT 3 DAYS, ONE AT 7 DAYS AND ONE AT 28 DAYS AND ONE IN RESERVE)
2. A MINIMUM OF TWO CYLINDERS MUST ATTAIN 3,000 PSI COMPRESSIVE STRENGTH BEFORE CONCRETE TENSIONING OPERATION MAY BEGIN.
3. PROTECT SLAB FROM SHRINKAGE CRACKING DURING CURING PROCESS. USE CURING COMPOUND OR COVER MATERIAL

GENERAL POST-TENSION NOTES:
1. PRE-STRESSING STEEL SHALL BE SEVEN-WIRE STRESS-RELIEVED STRAND FOR PRE-STRESSED CONCRETE MANUFACTURED IN ACCORDANCE WITH ASTM A416 AND FREE FROM CORROSION. THE TENDONS SHALL HAVE THE FOLLOWING PROPERTIES: MINIMUM ULTIMATE TENSILE STRENGTH = 270 KSI. NOMINAL DIAMETER = 1/2 INCH AREA = .153 SQ. IN. MODULUS OF ELASTICITY = 28,000 KSI MAXIMUM TEMPORARY FORCE = 28.9 KIPS MINIMUM FINAL EFFECTIVE FORCE = 24.8 KIPS
2. STRAND SHALL BE COATED WITH A RUST PREVENTIVE MASTIC AND ENCLOSED IN AN EXTRUDED PLASTIC SLIPPAGE SHEATHING. TORN OR DAMAGED SHEATHING SHALL BE PATCHED BEFORE CASTING CONCRETE.
3. ALL ANCHORING HARDWARE SHALL MEET THE MINIMUM REQUIREMENTS SET FORTH IN ACI 318-83 SECTION 18.19.
4. TENDONS SHALL BE LOCATED AT LEAST 4 INCHES FROM ALL EDGES AND SLAB OPENINGS. PROVIDE MINIMUM 2 INCH CLEAR SPACE BETWEEN PARALLEL TENDONS IN SLABS.
5. WHERE SLAB TENDONS ARE INTERRUPTED BY OPENINGS IN THE SLAB, NO MORE THAN THREE INTERRUPTED TENDONS SHALL BE DISTRIBUTED AROUND EACH SIDE OF THE OPENING. THE MAXIMUM LATERAL DISPLACEMENT OF ANY TENDON SHALL BE NO MORE THAT THREE FEET.
6. PROPER PLACEMENT OF POST-TENSIONING TENDONS SHALL HAVE PRIORITY OVER ANY TYPE OF CONDUIT AND ANY MILD STEEL REINFORCEMENT, UNLESS PRIOR APPROVAL BY THE STRUCTURAL ENGINEER IS OBTAINED.
7. SUFFICIENT SUPPORT STEEL SHALL BE PROVIDED. THESE BARS AND CHAIRS SHALL BE FIRMLY SECURED TO ASSURE THAT THE PROPER TENDON PROFILE IS MAINTAINED AND LATERAL TENDON MOVEMENT IS PREVENTED DURING CONCRETE PLACEMENT.
8. FIELD TEST AND INSPECTION OF POST-TENSIONED CONCRETE SHALL BE PERFORMED BY A QUALIFIED LABORATORY, AND SHALL RECORD IN TABULAR FORM THE TENDON MARKS, TENDON GAUGE READING AT TRANSFER AND ACTUAL MEASURED ELONGATIONS. THE ELONGATIONS SHALL BE DETERMINED BY A MARK ON THE TENDON EXTENSIONS BEFORE AND AFTER STRESSING. COPIES OF THE RECORDS SHALL BE FURNISHED IMMEDIATELY TO ARCHITECT AND ENGINEER. DO NOT CUT TENDONS UNTIL THE RECORDS HAVE BEEN REVIEWED.

GENERAL CONCRETE NOTES:
1. CONCRETE WORK SHALL BE EXECUTED IN STRICT ACCORDANCE WITH THE LATEST AMERICAN CONCRETE INSTITUTE BUILDING CODE (ACI 318).
2. CONCRETE SPECIFICATIONS SHALL BE AS FOLLOWS: LOCATIONS 28 DAY STRENGTH AGGREGATE SLUMP ALL 3,600 PSI HARD ROCK 3" TO 4"
3. USE MAXIMUM COURSE AGGREGATE SIZE OF 1 1/4" AND AGGREGATES SHALL MEET ASTM C 131 FOR RESISTANCE TO ABRASION AND C 33 FOR GRADING.
4. ALL CONCRETE EXPOSED TO THE WEATHER SHALL HAVE 5% TO 6% AIR ENTRAINMENT.
5. CONSTRUCTION JOINTS WHEN NECESSARY, SHALL OCCUR NEAR THE MIDDLE OF THE SPAN UNLESS A BEAM INTERSECTS AT THIS POINT, IN WHICH CASE THE JOINT SHALL BE OFFSET A DISTANCE EQUAL TO TWICE THE WIDTH OF THE BEAM. ENGINEER SHALL APPROVE PROVISIONS FOR TRANSFER OF SHEAR AND OTHER FORCES THROUGH THE JOINT.
6. FINISH SHALL BE BROOM FINISH.

GENERAL REINFORCEMENT NOTES:
1. ALL REINFORCEMENT SHALL CONFORM TO ASTM A-615 GRADE 60.
2. REINFORCING STEEL SHALL BE DESIGNED, DETAILED, FABRICATED AND PLACED IN ACCORDANCE WITH THE LATEST ACI "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES (ACI-315) AND THE CRSI "RECOMMENDED PRACTICE FOR PLACING REINFORCING BARS", LATEST EDITION.
3. SPLICES IN REINFORCEMENT SHALL OCCUR AT POINTS OF MINIMUM STRESS AND LAP 30 BAR DIAMETERS MINIMUM UNLESS NOTED.
4. MINIMUM CONCRETE COVER FOR REINFORCEMENT SHALL BE AS FOLLOWS:
   GRADE BEAMS - 3" FROM BOTTOM 2" FROM TOP AND SIDES
   SLABS ON GRADE - 1 1/2" FROM TOP
5. PROVIDE CORNER BARS AT ALL CORNERS SAME SIZE AND SPACING AS LARGER REINFORCEMENT.
6. SUBMIT SHOP DRAWINGS TO ENGINEER FOR APPROVAL PRIOR TO FABRICATION OF MATERIALS.

PLAN: FUTSAL POST TENSION CONCRETE SLAB/BEAM LAYOUT
N.T.S. 70P

CEI ENGINEERING ASSOCIATES, INC.
3030 LBJ FWY
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: -----

HAWN PARK- 100% BID SET
CITY OF SHERMAN
900 S DEWEY AVE.
SHERMAN, TEXAS

PRELIMINARY
NOT FOR CONSTRUCTION

F-7524

PROFESSIONAL OF RECORD	CJW
PROJECT MANAGER	MCR
DESIGNER	MSW
CEI PROJECT NUMBER	34485.2
DATE	1/14/2026
REVISION	REV-1

DETAIL SHEET 9
SHEET TITLE

SHEET NUMBER
C7.8

DRAWING LOCATION - P:\34000\34485.2\DRAWINGS\DESIGN\WORKING\34485.2-CS.DWG -- SAVED BY: MWALTERS

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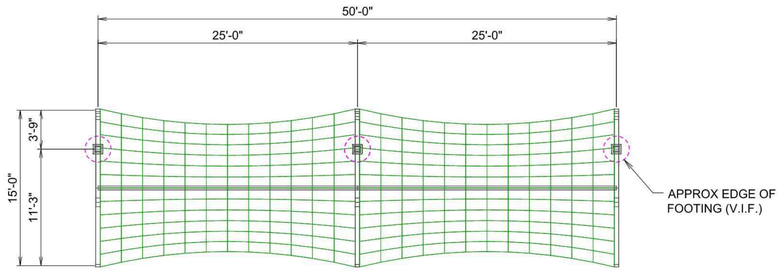
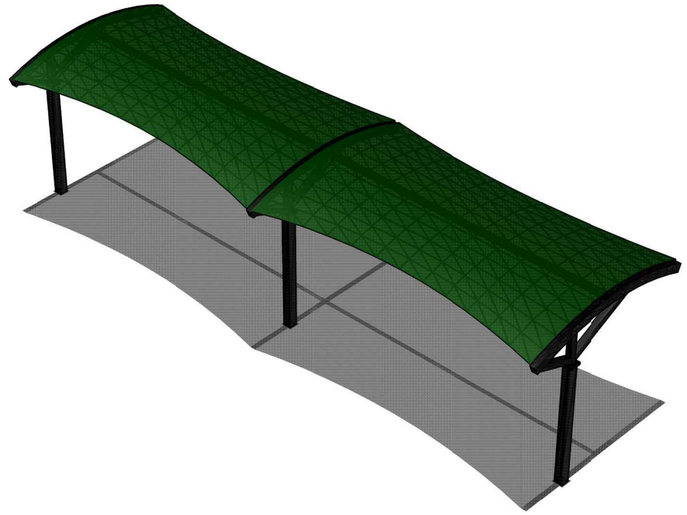
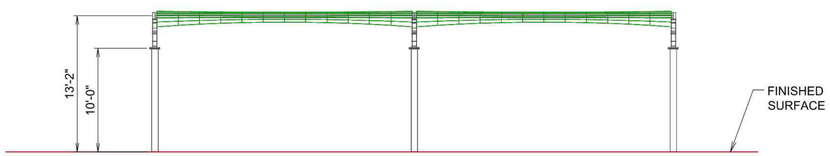


PLAN VIEW

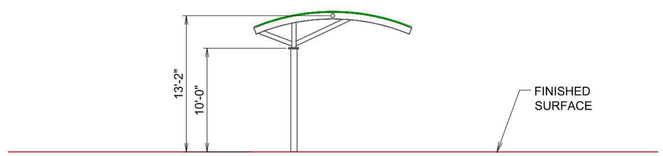
PLAN NORTH



PERSPECTIVE VIEW



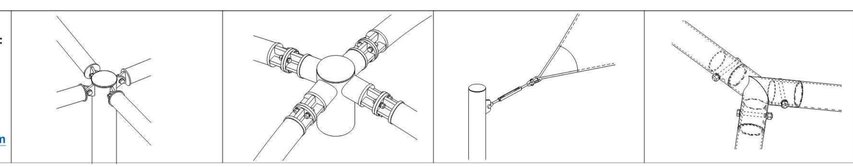
SOUTH ELEVATION



WEST ELEVATION

As manufactured and installed by:
USA SHADE & Fabric Structures.

Jeanie Keaffaber
(214) 269-4105, (800) 966-5005
Jeanie.keaffaber@usa-shade.com



Notes:

-All structures will have bolted connections for shipping and installations purposes.

-Standard details being shown as an example. Final details t.b.d. during final Engineering phase.

-All dimensions and heights must be field verified prior to any final design, fabrication or installation work

COLOR SELECTION:
COLORS SHALL BE SELECTED BY OWNER'S REPRESENTATIVE DURING SUBMITTAL PROCESS. CONTRACTOR TO SUPPLY COLOR OPTIONS FOR SHADE FABRIC AND METAL STRUCTURE.

70B

NOTE: THIS SHEET IS FOR INFORMATION PURPOSES ONLY, THE CONTRACTOR SHALL BE RESPONSIBLE FURNISHING AND INSTALLING SHADE STRUCTURE. CONTACT WE BUILD FUN FOR COORDINATING SHADE STRUCTURE INSTALLATION AND INSTALL PER MANUFACTURER'S SPECIFICATIONS.
CONTACT: WE BUILD FUN
MITCH BEASLEY
PO BOX 29
ALLEN, TX 75013
PHONE: (972) 502-9406
EMAIL: mitch@webuildfun.com

CUSTOMER:
WE BUILD FUN

PROJECT NAME:
FAIRVIEW PARK-SHERMAN

LOCATION:
TX

STRUCTURE TYPE:
CUSTOM PANORAMA JOINED

SIZE:
15' X 50' X 10'e

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF USA SHADE AND FABRIC STRUCTURES AND SHALL NOT BE REPRODUCED WITHOUT THEIR WRITTEN PERMISSION.

USA SHADE & Fabric Structures
CORPORATE HEADQUARTERS
2580 E. SEAGOVILLE RD., SUITE 100
DFW AIRPORT, TX 75261
800-966-5005

CERTIFICATIONS:
IAS CERTIFICATION No: FA-428
CLARK COUNTY MANUFACTURER CERTIFICATION NUMBER (NEVADA): 355

REV	DESCRIPTION	DATE	DRW	CHK	ENG

Drawn By :	YH	06/02/25
Checked By :	YH	06/02/25
Approved By :	YH	06/02/25

DRAWING DESCRIPTION:
OPTION #1

DWG.
TX0525JK22696

PAGE
1001

REV.

CEI ENGINEERING ASSOCIATES, INC.
3030 LBJ FWY
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: ----

HAWN PARK- 100% BID SET
CITY OF SHERMAN
900 S DEWEY AVE.
SHERMAN, TEXAS

PRELIMINARY
NOT FOR
CONSTRUCTION

F-7524

PROFESSIONAL OF RECORD	CJW
PROJECT MANAGER	MCR
DESIGNER	MSW
CEI PROJECT NUMBER	34485.2
DATE	1/14/2026
REVISION	REV-1

DETAIL SHEET 10
SHEET TITLE

SHEET NUMBER
C7.9

DRAWING LOCATION - P:\34000\34485.2\DRAWINGS\DESIGN\WORKING\34485.2-CS.DWG -- SAVED BY - MWALTERS

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CLIENT'S SCOPE OF WORK
TURNKEY INSTALLATION OF RESTROOM BUILDING WITH ATTACHED SLAB

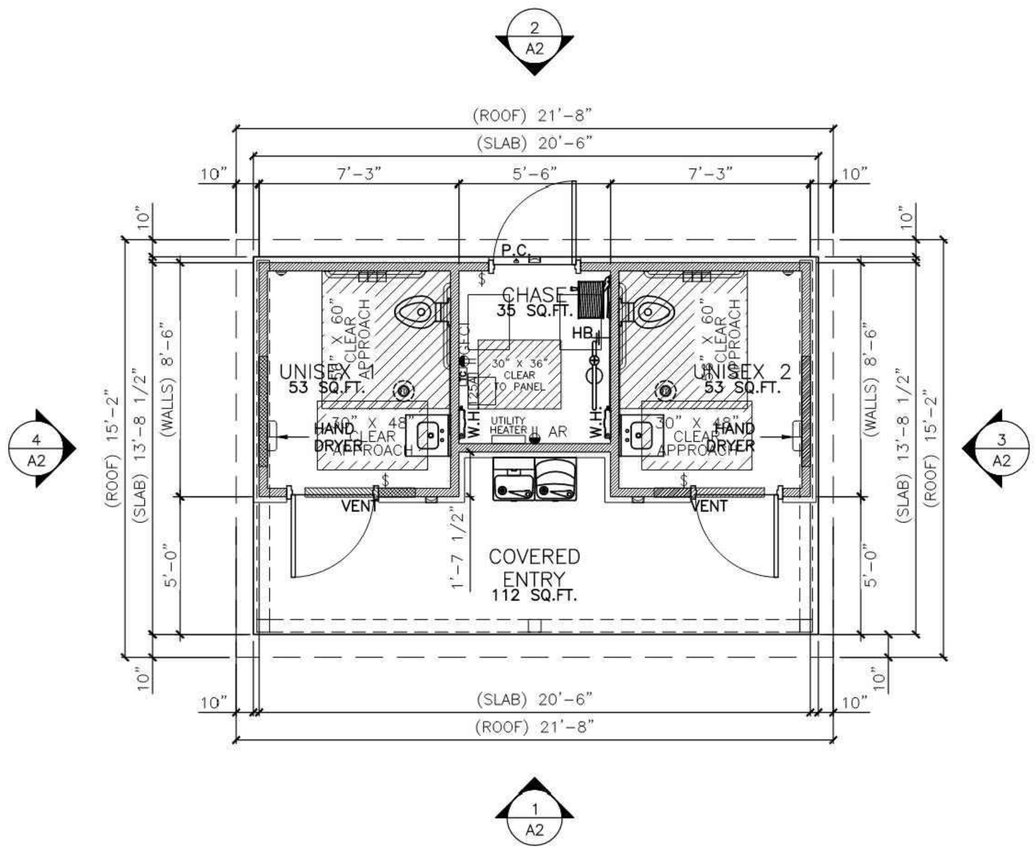
1. **SURVEY STAKES:**
Provide ten foot offset stakes and locate front corners of building, existing utilities, and inverts within the area of construction. Locate and mark final slab elevation.

2. **SUBGRADE PAD:**
Detailed instructions to prepare the building site are as follows:
2.1. Excavate down ten inches below the finish floor elevation (the slab is eight inches thick on top of a two inch sand bed).
2.2. Import six inches of ¾ - road base rock, and pour for a footing and/or piers (if required).
2.3. Compact to 95%, or to local code requirement. If RFL installer questions 95% compaction Client will be required to sign off on approval of setting of the building.
2.4. Compact one foot over in all directions (over build).
2.5. Supply approximately five cubic yards of clean sand, on side of site, for fine grading.
2.6. Excavate and backfill trenches up to and within building pad for RFL supplied underground utility service kits.
2.7. Provide water and inspection for RFL supplied underground sewer kit.
2.8. All irrigation should be turned off prior to delivery to allow the surrounding soils to dry and bear the weight of the truck and crane. Any damage to area after verification of path in is the responsibility of the Client.
2.9. Check corner locations against plans for proper sizing.
2.10. Verify finish floor elevation for concrete slab (shipped fully attached to the building.)
2.11. Excavate one foot perimeter footing if required by local code to specified depth.
2.12. Verify that pad is level and flat and at correct elevation.

3. **SITE ACCESS AND STORAGE:**
Provide suitable safe clear access to allow a crane (minimum 110 tons), and the building on a semi-trailer (up to 40 tons) to reach site (14' width, 70' length, and 14' in height). If path to site is over existing utilities, sidewalks, or other damageable areas, proper marking, plating or other appropriate protection must be provided by and paid for by CLIENT. CLIENT is responsible for removing any overhead obstructions (i.e. power lines, trees). CLIENT is responsible for scheduling and paying for the de-energizing of any power lines, if power lines are not de-energized in a timely manner any additional truck and / or crane cost will be the responsibility of the Client. Upon agreed delivery schedule client will be responsible for additional crane and trucking charges if any delays are incurred due to weather, lack of inspections, lack of pad being prepared, or any other cause for delay.. This proposal provides for a 110 ton crane with access to within 25' of the building pad. The proposal is based on four (4) hours of crane time. If access is limited a larger crane may be required. All additional crane costs shall be borne by the CLIENT. A direct route to the project site is assumed. Should routes be altered due to road closures or restrictions, additional fees may apply.

4. **UTILITIES:**
Bring water, sewer, and power (if applicable) utilities into point of connection Christy boxes (supplied by RFL), within six feet of the building line at the location shown on our plan.
4.1. Water: RFL will furnish a water point of connection (isolation valve), from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service to valve.
4.2. Sewer: RFL will furnish a sewer point of connection from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service. Depth of sewer line (below finished floor elevation) will be approximately 30" at bottom of sewer line at a distance of 6' from building. It is the responsibility of the Client to meet up with RFL's supplied sewer line at this depth. Client will be responsible for hiring of licensed plumber to acquire appropriate plumbing permit, to install prefabricated underground plumbing kit into pre dug trench, and to make connections between underground stubups and internal building plumbing located in plumbing chase within the building. RFL installer will be on site to answer any questions or give direction as to proper installation of said plumbing kit as requested by licensed plumber or client.
4.3. Electrical: (when this option is chosen) RFL will furnish and install a PVC conduit and a Christy box to the point of connection six feet from the building line. CLIENT to pull the electrical service line through the conduit and connect to the main panel lugs inside the building. All electrical inside the building will be furnished and installed by RFL, except as noted above in exclusions.
4.4. If the utilities are not available and connected to building when we depart the site, an additional charge will be billed to the CLIENT in the amount of 1,500 per day to send an installation crew back to site to flush out plumbing lines, pressurize building plumbing, test for leaks, test all other components of the building (plumbing, sewer, electrical), and conduct a final walk through of the building.
4.5. A minimum 1½" line with 50 gpm at 60 psi pressure minimum is required to ensure that water closets will operate as designed. If this is not available an auxiliary holding tank may be required.

1707 Colt Circle, Marble Falls, Texas 78654 • Phone: 512.222.5454 • Fax: 512.222.3154 • www.restroomfacilities.com



1 FLOOR PLAN 253 SQ.FT.
SLAB 281 SQ.FT.

NOTES:
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STONE :
4" AUSTIN CREAM CHOPPED STONE VENEER INSTALLED PER BUILDING MANUFACTURER'S SPECIFICATIONS.

CONTACT: BIG TEX STONE
817-510-8471

REFERENCE SHEET C7.11 FOR BUILDING ELEVATIONS

70A

NOTE: THIS SHEET IS FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FURNISHING AND INSTALLING RESTROOM BUILDING. CONTRACTOR SHALL COORDINATE BUILDING SUB-GRADE (IN ACCORDANCE TO GEOTECH REPORT), UTILITY INSTALLATION, CONNECTIONS AND FINISH GRADING WITH RESTROOM BUILDING MANUFACTURER. RESTROOM BUILDING TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
CONTACT: CORWORTH RESTROOM FACILITIES
CALEB TEMPLETON
1707 COLT CIRCLE
MARBLE FALLS, TX 78654
PHONE: (215) 222-5454
EMAIL: caleb@corworth.com

LEGEND
NON–INSULATED WALLS

RFL RESTROOM FACILITIES LTD.
A Corworth Company
1707 COLT CIRCLE,
MARBLE FALLS, TX 78654
(512) 222-5454

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MODEL #: B202CEDF
TITLE: HAWN PARK

SITE:

SHERMAN, TX
SHEET DESCRIPTION: FLOOR PLAN

SCALE:	DATE:	DRAWN:
1/4" = 1'-0"	5/30/2025	C.G. & L.P.
PROJECT NO. ---	DRAWING NO. A1	REVISION:

REV.	REVISED BY.	DATE:
1		
2		
3		

SEAL

RESERVED AREA FOR STATE APPROVAL STAMP

CEI
Solutions for Land and Life
CEI ENGINEERING ASSOCIATES, INC.
3030 LBJ FWY., SUITE 920
DALLAS, TX 75234
PHONE: (972) 488-3737

HAWN PARK- 100% BID SET
CITY OF SHERMAN
900 S DEWEY AVE.
SHERMAN, TEXAS

PRELIMINARY
NOT FOR CONSTRUCTION

F-7524

PROFESSIONAL OF RECORD	CJW
PROJECT MANAGER	MCR
DESIGNER	MSW
CEI PROJECT NUMBER	34485.2
DATE	1/14/2026
REVISION	REV-1

DETAIL SHEET 11
SHEET TITLE
SHEET NUMBER
C7.10

DRAWING LOCATION - P:\34000\34485.2\DRAWINGS\DESIGNWORKING\34485.2-CS.DWG -- SAVED BY - MWALTERS

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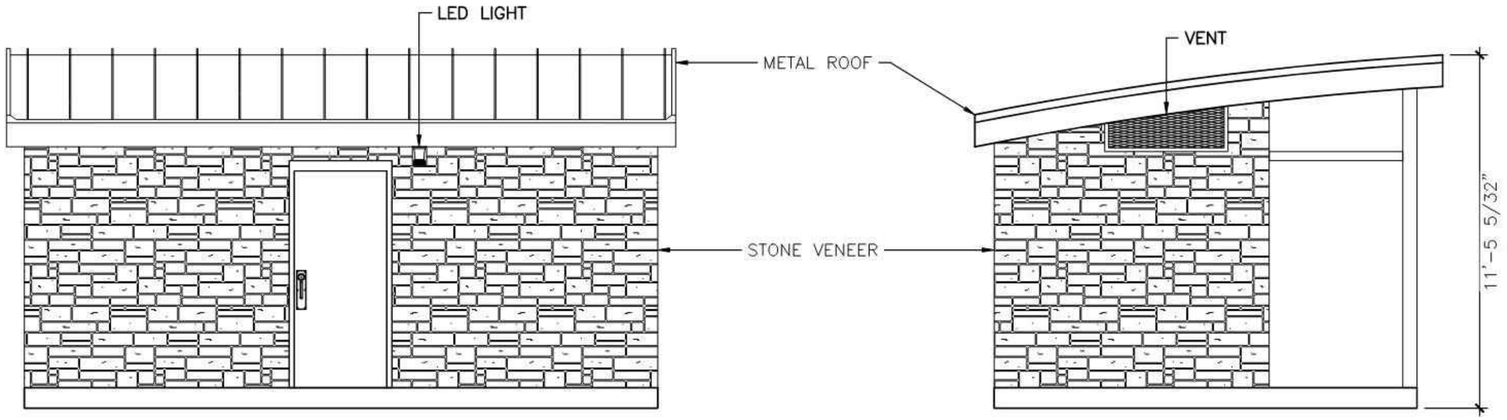
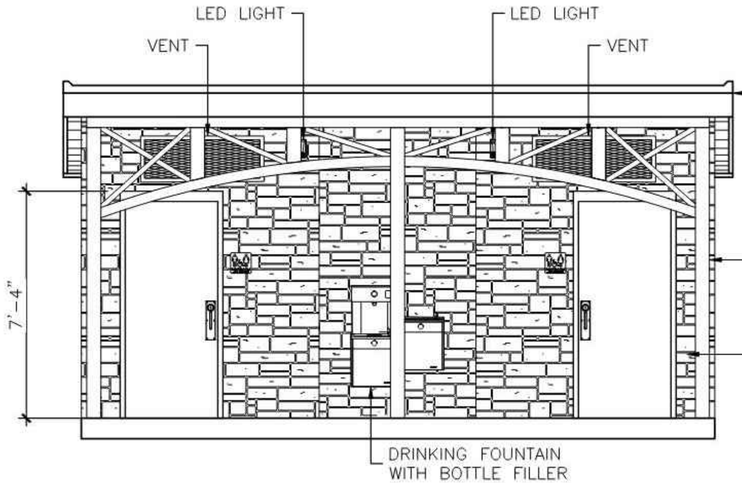
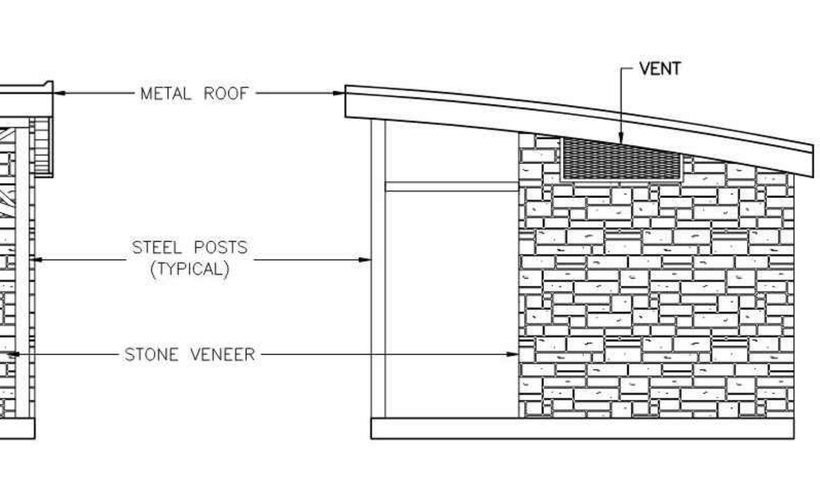


2 REAR ELEVATION

4 LEFT SIDE ELEVATION



1 FRONT ELEVATION



3 RIGHT SIDE ELEVATION

NOTES:
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STONE :
4" AUSTIN CREAM CHOPPED STONE VENEER INSTALLED PER BUILDING MANUFACTURER'S SPECIFICATIONS.

CONTACT: BIG TEX STONE
817-510-8471

REFERENCE SHEET C7.10 FOR BUILDING PLAN

70A

NOTE: THIS SHEET IS FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FURNISHING AND INSTALLING RESTROOM BUILDING. CONTRACTOR SHALL COORDINATE BUILDING SUB-GRADE (IN ACCORDANCE TO GEOTECH REPORT), UTILITY INSTALLATION, CONNECTIONS AND FINISH GRADING WITH RESTROOM BUILDING MANUFACTURER. RESTROOM BUILDING TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.

CONTACT: CORWORTH RESTROOM FACILITIES
CALEB TEMPLETON
1707 COLT CIRCLE
MARBLE FALLS, TX 78654
PHONE: (215) 222-5454
EMAIL: caleb@corworth.com

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A Corworth Company
1707 COLT CIRCLE,
MARBLE FALLS, TX 78654
(512) 222-5454

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MODEL #: B202CEDF

TITLE: HAWN PARK

SITE:

SHERMAN, TX

SHEET DESCRIPTION: ELEVATIONS

SCALE:	DATE:	DRAWN:
1/4" = 1'-0"	5/30/2025	C.G. & L.P.
PROJECT NO. ---	DRAWING NO. A2	REVISION:

REV.	REVISED BY:	DATE:
1		
2		
3		

SEAL

RESERVED AREA FOR STATE APPROVAL STAMP

CEI Solutions for Land and Life
CEI ENGINEERING ASSOCIATES, INC.
3030 LBJ FWY., SUITE 920
DALLAS, TX 75234
PHONE: (972) 488-3737

HAWN PARK- 100% BID SET
CITY OF SHERMAN
900 S DEWEY AVE.
SHERMAN, TEXAS

PRELIMINARY
NOT FOR
CONSTRUCTION

F-7524

PROFESSIONAL OF RECORD	CJW
PROJECT MANAGER	MCR
DESIGNER	MSW
CEI PROJECT NUMBER	34485.2
DATE	1/14/2026
REVISION	REV-1

DETAIL SHEET 12
SHEET TITLE

SHEET NUMBER
C7.11

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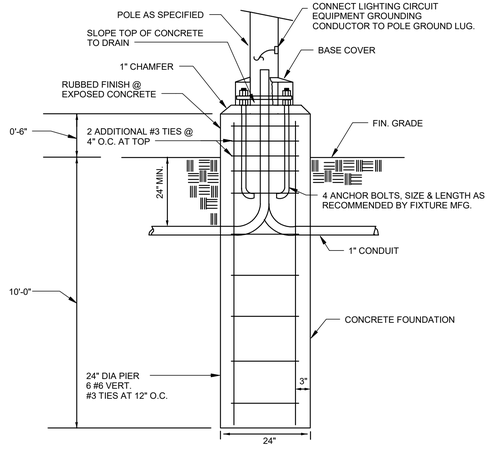

DETAIL - PARKING LOT LIGHT POLE FOUNDATION

NO SCALE

ELECTRICAL SYMBOL LEGEND

SYMBOL	DESCRIPTION
	CONDUIT IN CEILING OR WALL CONSTRUCTION MARKS = NO. OF WIRES; ARROW = HOMERUN (EQUIPMENT GROUND WIRE NOT INDICATED)
$ $2 $3 $4 $K	SWITCHES – SINGLE POLE, DOUBLE POLE, 3–WAY, 4–WAY, KEY
$M	MOTOR RATED SWITCH
	DIMMER SWITCH
$LV	LOW VOLTAGE LIGHTING CONTROL SWITCH
WP	DUPLEX RECEPTACLE, WEATHERPROOF, FLOOR TYPE
W.P.	GROUND FAULT DUPLEX RECEPT.; W/ WEATHERPROOF COVER
A	DUPLEX RECEPTACLE ABOVE COUNTER; ISOLATED GROUND TYPE
	SPECIAL RECEPTACLE. (AS NOTED)
	ELECTRICAL PANEL , DIMMER PANEL, CONTROL PANEL, ETC.
	MOTOR, SIZED AS NOTED
	SAFETY SWITCHES – FUSIBLE, NON–FUSIBLE
WP	WEATHERPROOF
	POLE ON CONCRETE FOUNDATION WITH LIGHT FIXTURE

ELECTRICAL SPECIFICATIONS

1. GENERAL: FURNISH ALL LABOR, EQUIPMENT, SERVICES AND MATERIALS FOR THE COMPLETE ELECTRICAL WORK FOR THE PROJECT, AS DESCRIBED IN THE PLANS AND SPECIFICATIONS.

2. PERMITS AND APPROVALS: ALL WORK UNDER THIS CONTRACT SHALL COMPLY WITH THE NATIONAL FIRE PROTECTION ASSOCIATION, NATIONAL ELECTRICAL CODE, INTERNATIONAL CONSTRUCTION CODES, ALL LOCAL AND STATE CODES, AND ANY OTHER AUTHORITY HAVING JURISDICTION. CONTRACTOR SHALL PROCURE ALL NECESSARY PERMITS, LICENSES OR INSPECTIONS TO CARRY OUT THIS WORK.

3. CUTTING AND PATCHING: CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING AND PATCHING REQUIRED FOR THE PROPER INSTALLATION OF HIS WORK. CONTRACTOR SHALL CAREFULLY FIT AROUND, CLOSE UP, REPAIR, PATCH, POINT UP AND PAINT ALL OPENINGS AS REQUIRED FOR A STRAIGHT, TRUE AND PROPER APPEARANCE, COMPLETELY MATCHING THE ADJACENT SURFACES. EXTERIOR OPENINGS SHALL BE FRAMED, FLASHED, SEALED, ETC., FOR A WEATHERTIGHT INSTALLATION.

4. ALL WIRING SHALL BE IN STRICT ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, NFPA 70, AND LOCAL ELECTRICAL ORDINANCES.

5. CONTRACTOR SHALL FURNISH AND INSTALL ALL MATERIALS AND PROVIDE ALL LABOR NECESSARY FOR THE COMPLETE INSTALLATION OF WIRING IN CONDUIT FOR LIGHTING OR POWER. ALL SYSTEMS SHALL BE COMPLETE IN EVERY RESPECT.

6. UNLESS OTHERWISE NOTED, LIGHT FIXTURES SHALL BE FURNISHED AND INSTALLED BY CONTRACTOR. FIXTURES SHALL BE AS SCHEDULED.

7. ALL CONDUCTORS SHALL BE COPPER TYPE THHN OR THWN, SIZED AS INDICATED.

8. ALL WIRING SHALL BE INSTALLED IN CONDUIT, SIZED AS REQUIRED BY CODE. INSTALL EMT CONDUIT ON BUILDING INTERIOR WHERE NOT EXPOSED TO PHYSICAL DAMAGE. INSTALL INTERMEDIATE METALLIC (IMC) OR GALVANIZED RIGID STEEL CONDUIT (GRC) AT INTERIOR LOCATIONS SUBJECT TO PHYSICAL DAMAGE. INSTALL IMC OR GRC CONDUIT ABOVE GRADE AT EXTERIOR ON BUILDING WALLS AND ROOFS. INSTALL SCHEDULE 40 PVC (SCH. 80 FOR ELBOWS AND STUB-UPS ABOVE GRADE) UNDERGROUND ON SITE. FEEDER CONDUITS 2" AND LARGER SHALL BE PVC OR TYPE DB RIGID PVC UTILITY DUCTS.

9. JUNCTION AND PULL BOXES SHALL BE HOT-DIPPED CODE GAUGE SHEET STEEL WITH SCREWED-ON COVER PLATES. PROVIDE WEATHERPROOF TYPE IN DAMP OR WET LOCATIONS.

10. PANELBOARDS SHALL BE "SQUARE D" NQ, NF AND I-LINE SERIES, WITH COPPER BUS, AND NEMA 3R WHERE SHOWN ON PLANS. EQUIVALENT BY "EATON", "ABB (GE)" OR "SIEMENS" IS ACCEPTABLE.

11. TRANSFORMERS SHALL BE "SQUARE D" ENERGY EFFICIENT DOE 2016 SERIES WITH COPPER WINDINGS. SMALL SINGLE PHASE TRANSFORMERS SHALL BE WALL MOUNTED ENCAPSULATED TYPE. TRANSFORMERS SHALL BE NEMA 3R WHERE SHOWN ON PLANS. EQUIVALENT BY "EATON", "ABB (GE)", "HAMMOND" OR "SIEMENS" IS ACCEPTABLE.

12. DISCONNECT SWITCHES SHALL BE "SQUARE D" HEAVY DUTY SAFETY SWITCHES, NEMA 3R OR SERVICE ENTRANCE RATED WHERE SHOWN ON PLANS. EQUIVALENT BY "EATON", "ABB (GE)" OR "SIEMENS" IS ACCEPTABLE.

13. LIGHTING CONTACTORS SHALL BE MECHANICALLY HELD TYPE EQUIVALENT TO "SQUARE D" CLASS 8903. EQUIVALENT BY "EATON", "ABB (GE)" OR "SIEMENS" IS ACCEPTABLE.

14. WIRING DEVICES – SUBJECT TO COMPLIANCE WITH REQUIREMENTS, PROVIDE PRODUCTS BY ONE OF THE FOLLOWING:
    A. EATON CORPORATION PLC / ARROW HART (EATON)
    B. HUBBELL INCORPORATED / WIRING DEVICES KELLEMS (HUBBELL)
    C. LEVITON MANUFACTURING COMPANY, INC. (LEVITON)
    D. LEGRAND S.A. / PASS & SEYMOUR (P&S)

15. SWITCHES SHALL BE EXTRA HEAVY-DUTY INDUSTRIAL GRADE, NYLON TOGGLE, BACK AND SIDE-WIRED, 20 AMPERE, 120/277 VOLTS, AND MEET THE REQUIREMENTS OF THE NEC, NEMA WD 1 AND WD 6.

16. RECEPTACLES SHALL BE HEAVY-DUTY SPECIFICATION GRADE, BACK AND SIDE-WIRED, AND MEET THE REQUIREMENTS OF THE NEC, NEMA WD 1 AND WD 6.

17. WHERE AND IF REQUIRED, PROVIDE PRECAST POLYMER CONCRETE PULLBOXES EQUIVALENT TO "QUAZITE" PG STYLE, SIZED PER NEC, WITH WATERPROOF BOLT-DOWN COVER WITH APPROPRIATE LOGO FOR APPLICATION. REFER TO SPECIFICATIONS. BOX SHALL CONFORM TO ANSI/SCTE 77 WITH TIER RATING BASED ON LOADING REQUIREMENTS AND INSTALLATION APPLICATION.

18. PROVIDE A GREEN EQUIPMENT GROUND CONDUCTOR IN ALL 120 VOLT OR HIGHER POWER CONDUITS.

19. ALL 120V AND 277V CIRCUITS SHALL BE INSTALLED WITH A DEDICATED INDIVIDUAL NEUTRAL CONDUCTOR CONNECTED TO THE PANELBOARD NEUTRAL BUS. SHARING OF NEUTRALS AMONG CIRCUITS ON HOME RUNS IS NOT ALLOWED.

20. PROVIDE ADEQUATE ACCESS AND WORKING SPACE (WIDTH, DEPTH AND HEIGHT) WITH PROPER CLEARANCES ABOUT ALL ELECTRICAL EQUIPMENT AND ADEQUATE DEDICATED EQUIPMENT SPACE FOR ALL ELECTRICAL EQUIPMENT AS REQUIRED BY NEC 110.26.

21. ALL WIRING, CONDUIT, LABOR AND MATERIALS NOT SHOWN ON THE PLANS, BUT NECESSARY FOR COMPLETE AND PROPER OPERATION OF THE ELECTRICAL SYSTEM, SHALL BE CONSIDERED AS PART OF THE ELECTRICAL CONTRACTOR'S RESPONSIBILITY.

22. THE CONTRACTOR SHALL VISIT THE JOB SITE AND VERIFY ALL EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.

23. TEST ALL SYSTEMS TO ENSURE PROPER OPERATION.

LIGHTING FIXTURE SCHEDULE

LAMPS	TYPE	DESCRIPTION	VOLTAGE
LED 4000K 18,017 LUM 138W	A	SINGLE LED LUMINAIRE, DIE-CAST ALUMINUM HOUSING, WET LOCATION IP66 RATED, TYPE FORWARD THROW MEDIUM DISTRIBUTION, MOTION DIMMING CONTROL, BLACK FINISH. MOUNTED ON 25' TALL STRAIGHT SQUARE STEEL POLE WITH BASE COVER AND BLACK FINISH. 'LITHONIA' # DSX1 LED P5 40K 70CRI TFTM MVOLT SPA PIR DBLXD FIXTURE 'KW' # SSP-25-5-7-BLK-DM10-BC POLE	UNV
LED 4000K 17,630 LUM 138W	C	SINGLE LED LUMINAIRE, DIE-CAST ALUMINUM HOUSING, WET LOCATION IP66 RATED, TYPE 3 MEDIUM DISTRIBUTION, MOTION DIMMING CONTROL, BLACK FINISH. MOUNTED ON 25' TALL STRAIGHT SQUARE STEEL POLE WITH BASE COVER AND BLACK FINISH. 'LITHONIA' # DSX1 LED P5 40K 70CRI T3M MVOLT SPA PIR DBLXD FIXTURE 'KW' # SSP-25-5-7-BLK-DM10-BC POLE	UNV

LIGHTING FIXTURE SCHEDULE NOTES:

1. LIGHTING AGENCIES PRE-APPROVED TO PROVIDE LIGHT FIXTURE PACKAGE ARE THOSE REPRESENTING THE FOLLOWING FIXTURE MANUFACTURERS: 'LITHONIA', 'COOPER', 'GARDCO' AND 'NLS LIGHTING'. IT IS ACCEPTABLE TO PROVIDE IN PLACE OF EACH SPECIFIED FIXTURE AN "EQUIVALENT" FIXTURE REPRESENTED BY THE PRE-APPROVED LIGHTING AGENCIES. FIXTURES THAT ARE MORE FUNCTIONAL THAN AESTHETIC MAY BE SUPPLIED AS LONG AS THE PERFORMANCE AND CONSTRUCTION IS COMPARABLE TO THE SPECIFIED FIXTURE. SPECIALTY FIXTURES (THOSE THAT HAVE AESTHETIC VALUE TO THE ARCHITECTURAL SCHEME SUCH AS SCONCES, PENDANTS, POLE FIXTURES, BOLLARDS, ETC) SHALL VERY CLOSELY MATCH THE SPECIFIED FIXTURES. THESE "EQUIVALENT" FIXTURES MAY BE SUBMITTED FOR PRE-APPROVAL TO ASSURE ACCEPTANCE ON FORMAL SUBMITTAL.
2. EQUIVALENT FIXTURES SHALL HAVE LUMEN PACKAGES WITHIN 10% OF SPECIFIED FIXTURE LUMEN OUTPUT.
3. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

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PROFESSIONAL OF RECORD	LLM
PROJECT MANAGER	LLM
DESIGNER	LLM
CEI PROJECT NUMBER	34485.2
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ELECTRICAL SCHEDULE
SHEET TITLE

SHEET NUMBER
E1.1

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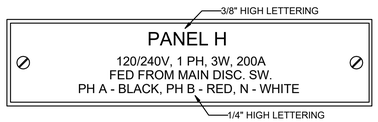
ELECTRICAL PANELBOARD SCHEDULE

PANEL	VOLTAGE	SYMMETRICAL INTERRUPTING CAPACITY (AMPS)	MOUNTING		MAINS		BRANCHES			SERVES	WIRE AND CONDUIT
		FULL	SURFACE	FLUSH	TYPE	SIZE	NO.	POLES	SIZE		
H	120/240V. 1Ø., 3W.	10,000	X		M.L.O.	200A.	3	1	20	H-2,4,6 (RECEPT, LIGHTING CONTROLS POWER)	2 #12, #12G. IN 1/2"C.
							1	2	20	H-1/3 (PARKING LOT POLE LIGHTS)	2 #10, #10G. IN 1" C.
							2	2	20	H-5/7, 9/11 (FUTSOL COURT LIGHT POLES)	2 #10, #10G. IN 1" C.
							1	2	100	H-8/10 (RESTROOM BUILDING)	3 #3, #8G IN 1-1/2" C.
							1	2	100	SPARE	----------
							8	1	20	SPARES	----------
							9	1	--	PROVISIONAL SPACES	----------

PANELBOARD NAMEPLATE REQUIREMENTS:

1. PHENOLIC PLASTIC WITH BLACK BACKGROUND AND WHITE LETTERING.
2. BOLT TO FRONT OF PANELBOARD ABOVE DOOR.
3. USE SELF-TAPPING SCREWS, BOLTS OR RIVETS. NO ADHESIVES.
4. MAIN SERVICE GEAR DOES NOT NEED "FED FROM" LINE.



DETAIL - PANELBOARD NAMEPLATE

RISER DIAGRAM GENERAL NOTES:

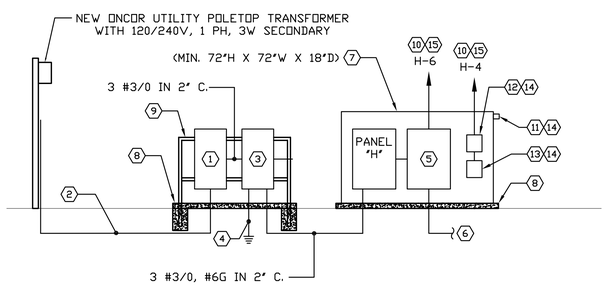
A. SERVICE EQUIPMENT SHALL BE LABELED WITH AVAILABLE FAULT CURRENT AT POINT OF SUPPLY AND DATE FAULT CURRENT CALCULATION WAS PERFORMED PER NEC ARTICLE 110.24 REQUIREMENTS.

B. ALL PANELBOARDS SHALL BE LABELED WITH AVAILABLE FAULT CURRENT AT POINT OF SUPPLY AND DATE FAULT CURRENT CALCULATION WAS PERFORMED PER NEC ARTICLE 408.6 REQUIREMENTS.

C. ELECTRICAL EQUIPMENT SHALL BE IDENTIFIED PER EQUIPMENT IDENTIFICATION NAMEPLATE DETAIL, THIS SHEET.

D. ALL ELECTRICAL EQUIPMENT SHALL BE INSTALLED WITH ADEQUATE WORKING SPACE (WIDTH, DEPTH AND HEIGHT), PROPER CLEARANCES AND ADEQUATE DEDICATED EQUIPMENT SPACE AS REQUIRED BY NEC 110.26.

E. PANELBOARDS SHALL HAVE TYPEWRITTEN CIRCUIT DIRECTORIES ON CARD STOCK PAPER INSTALLED UNDER TRANSPARENT COVER. CIRCUIT IDENTIFICATION SHALL MATCH AS-BUILT CONDITIONS. SPARES AND SPACES SHALL BE PROPERLY LABELED AND SPARE CIRCUIT BREAKERS SHALL BE LEFT IN 'OFF' POSITION. SUB-FEED BREAKERS SHALL BE IDENTIFIED WITH PHYSICAL LABEL.



ELECTRICAL RISER DIAGRAM

NO SCALE

NOTES BY SYMBOL: ⬡ (RISER DIAGRAM)

1. INSTALL 120/240V, 1 PH, 200A METER BASE PER ONCOR REQUIREMENTS.
2. NEW UNDERGROUND ELECTRICAL SERVICE. CONTRACTOR SHALL INSTALL CONDUIT PER ONCOR STANDARDS. CONDUCTORS BY ONCOR.
3. 200A, 240V, 1PH, NEMA 3R SERVICE ENTRANCE RATED FUSIBLE SAFETY SWITCH WITH (2) 200A FUSES AND NEUTRAL ACCOMMODATIONS.
4. BOND NEUTRAL TO SERVICE DISCONNECTING MEANS ENCLOSURE WITH #6 MAIN BONDING JUMPER. RUN #6 GROUNDING ELECTRODE CONDUCTOR FROM SERVICE NEUTRAL TERMINAL TO BUILDING SERVICE GROUNDING ELECTRODE SYSTEM CONSISTING OF A MINIMUM OF (2) 8' COPPER-CLAD GROUND RODS INTERCONNECTED WITH GROUNDING ELECTRODE CONDUCTOR AT 8' APART. MAKE ADDITIONAL CONNECTION TO REBAR IN NEW CONCRETE EQUIPMENT PAD.
5. SPORTS LIGHTING CONTROL CABINET. REFER TO SH. E1.3.
6. CIRCUITS TO SPORTS LIGHTING POLES RUN THRU CONTACTORS IN SPORTS LIGHTING CONTROL CABINET. REFER TO PANELBOARD SCHEDULE, THIS SHEET, FOR CONDUCTOR AND CONDUIT SIZES.
7. CUSTOM FABRICATED FREE-STANDING, VENTED, NEMA 3R ENCLOSURE WITH LOCKABLE HINGED DOOR COVER AND GREEN PAINTED FINISH. PROVIDE APPROXIMATE SIZE INDICATED, AS REQUIRED TO FIT ELECTRICAL EQUIPMENT COMFORTABLY WITHIN. ELECTRICAL EQUIPMENT MAY BE ARRANGED WITHIN ENCLOSURE AS REQUIRED. EXACT DIMENSIONS OF ENCLOSURE TO BE VERIFIED AFTER ALL ELECTRICAL EQUIPMENT SIZES ARE OBTAINED.
8. 6" CONCRETE PAD POURED IN PLACE WITH #4 REBAR 12" O.C. AND WITH 1" BEVEL ON ALL EDGES. PAD SHALL BE SIZED SO THAT PAD EXTENDS A MINIMUM OF 6" BEYOND ELECTRICAL GEAR ON BACK AND SIDES AND 3' BEYOND FRONT OF GEAR FOR MAINTENANCE PURPOSES.
9. INSTALL EQUIPMENT SECURELY ON CONCRETE ENCASED PIPE RACK.
10. REFER TO PANEL SCHEDULE FOR CIRCUIT CONDUCTOR AND CONDUIT SIZES.
11. PHOTOCELL EQUIVALENT TO 'TORK' # 2000.
12. ELECTRONIC ASTRONOMICAL TIME CLOCK EQUIVALENT TO 'TORK' # EWZ101 SERIES.
13. LIGHTING CONTACTOR(S). REFER TO SPECIFICATIONS.
14. CONTROL CIRCUIT TO CONTACTOR COIL SHALL BE WIRED WITH PHOTOCELL AND TIME CLOCK IN SERIES SO THAT EACH HAS TO CLOSE TO TURN ON LIGHTS.
15. 120V CONTROL POWER CIRCUIT.

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03/04/2026

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PROJECT MANAGER	LLM
DESIGNER	LLM
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ELECTRICAL SCHEDULE
SHEET TITLE

SHEET NUMBER
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SPORTS LIGHTING REQUIREMENTS:

A. PROVIDE AND INSTALL LED SPORTS LIGHTING FOR FUTSOL MINI-PITCH COURT. REFER TO SCHEDULES, THIS SHEET. REFER TO SPECIFICATIONS "MODULAR SPORTS SOLUTION WITH LED LIGHT SOURCE" FOR ADDITIONAL FUTSOL MINI-PITCH COURT LIGHTING REQUIREMENTS.

B. LIGHTING FIXTURES SHALL BE EQUIVALENT TO "MUSCO" TLC SERIES.

C. SPORTS LIGHTING SYSTEM SHALL BE CONFIGURED FOR REMOTE MONITORING AND CONTROL CAPABILITY.

D. SPECIFIED PRODUCT IS BY "MUSCO LIGHTING". CONTACT CHRIS JOHNSON @ 214-733-2927 FOR COMPLETE LIGHTING SYSTEM REQUIREMENTS. APPROVED EQUIVALENT IS SUBJECT TO MEETING REQUIREMENTS OF SPECIFICATIONS.

Hawn Park Mini-Pitch

Sherman,TX

LIGHTING SYSTEM

Structure/Fixture Summary

Structure ID	Structure Height	Fixt. Attachment Ht.	Fixture Qty	Fixture Type	Load	Circuit
P1-P2	24'	24'	2	TLC-LED-550	1.08 kW	A
2			**4**		**2.16 kW**	

Circuit Summary

Circuit	Description	Load	Fixture Qty
A	Mini-Pitch	2.16 kW	4

Fixture Type Summary

Type	Circuit	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-550	A	LED 5700K - 75 CRI	540W	67,000	>120,000	>120,000	>120,000	4

Single Fixture Amperage Draw Chart

Driver Specifications (.90 min power factor)	Line Amperage Per Fixture (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-550	3.2	3.0	2.8	2.4	1.9	1.8	1.4

Light Level Summary

Calculation Grid Summary

Grid Name	Calculation Metric	Illumination Ave					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
1 of 2 Mini-Pitch (120' x 116')	Horizontal Illuminance	17.91	5	48	9.29	3.50	A	4
2 of 2 Mini-Pitch (120' x 116')	Horizontal Illuminance	17.91	5	48	9.29	3.50	A	4

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ELECTRICAL SCHEDULE
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SHEET NUMBER
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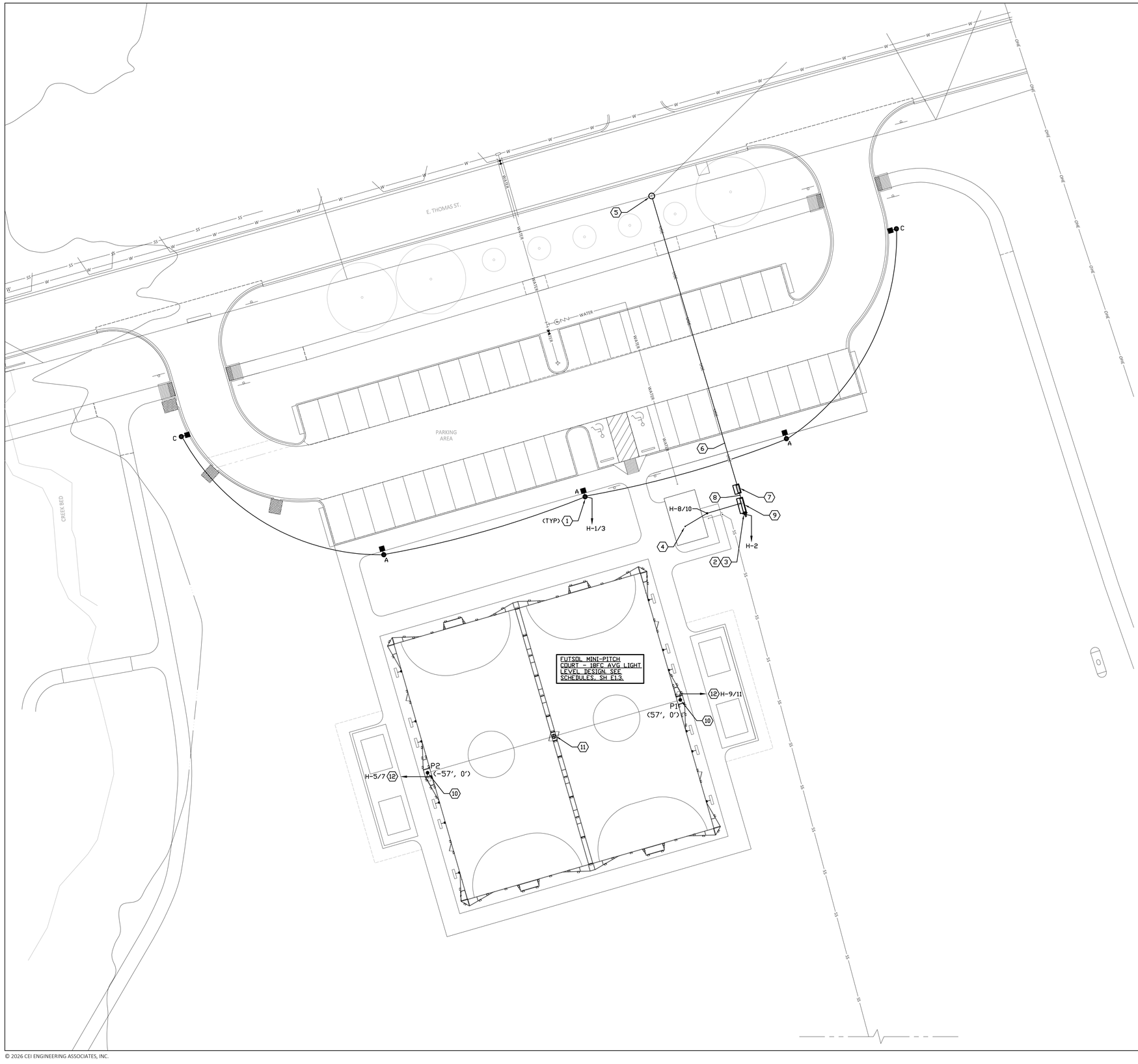

SCALE IN FEET

0 20' 30' 40'

NOTE - ELECTRICAL SERVICE

ELECTRICAL SERVICE POINT INDICATED ON PLAN IS APPROXIMATE AND FOR BIDDING PURPOSES ONLY. LOCATION AND REQUIREMENTS ARE BASED ON PRELIMINARY DESIGN FROM SERVICE EQUIPMENT PROVIDER, WHICH IS SUBJECT TO CHANGE. PRIOR TO ANY TRENCHING, DIRT WORK OR DUCT INSTALLATION, CONTRACTOR SHALL ARRANGE A SITE MEETING WITH THE SERVICE EQUIPMENT PROVIDER, AT WHICH TIME THE EXACT LOCATION OF TRANSFORMER ALONG WITH SERVICE ROUTE AND TERMINATION POINTS SHALL BE STAKED. IF THIS PROCEDURE IS NOT FOLLOWED, CONTRACTOR SHALL BE TOTALLY RESPONSIBLE FOR ANY ADDITIONAL COST INCURRED. SERVICE PROVIDER IS ONCOR ELECTRIC DELIVERY.

CONTACT STEPHEN MEEK @ 903-436-6130 OR stephen.meek@oncor.com.

GENERAL NOTES:

A. UNDERGROUND 120/240V FEEDER CONDUITS SHALL BE BURIED WITH MINIMUM 24" COVER. 120V BRANCH CIRCUIT CONDUITS SHALL BE BURIED WITH MINIMUM 18" COVER. LOW VOLTAGE COMMUNICATIONS CABLING CONDUITS SHALL BE BURIED WITH MINIMUM 12" COVER. REFER TO SPECIFICATIONS FOR OTHER SPECIFIC INSTALLATION REQUIREMENTS.

B. VERIFY LOCATION OF ALL UNDERGROUND UTILITIES IN CONSTRUCTION AREA PRIOR TO BORING OR DIGGING.

C. SAWCUT AND REPAIR SIDEWALKS AND PAVED AREAS AS/IF REQUIRED TO ACCOMMODATE UNDERGROUND CONDUIT INSTALLATION. FIELD VERIFY EXISTING CONDITIONS PRIOR TO BID TO DETERMINE MOST FEASIBLE ROUTING OF ALL ELECTRICAL FEEDERS AND COMPLETE SCOPE OF WORK.

D. TWO OR MORE CIRCUITS MAY BE COMBINED IN ONE CONDUIT AT DISCRETION OF CONTRACTOR AS LONG AS INDICATED CONDUIT SIZE IS INCREASED PER NEC REQUIREMENTS.

E. REFER TO ELECTRICAL SPECIFICATIONS FOR IN-GRADE JUNCTION BOX REQUIREMENTS. PROVIDE BOXES WHERE REQUIRED TO FACILITATE LONG WIRE PULLS.

NOTES BY SYMBOL:

1. POLE LIGHT FIXTURE ON CONCRETE FOUNDATION. SEE FOUNDATION DETAIL, CIVIL PLANS, AND LIGHT FIXTURE SCHEDULE.
2. GFCI RECEPTACLE IN SURFACE MOUNT NEMA 3R WEATHERPROOF ENCLOSURE WITH LOCKABLE FLIP COVER EQUIVALENT TO "MIDWEST" # U010SEP.
3. MOUNT RECEPTACLE TO SIDE OF ENCLOSURE AT @ 18" AFG.
4. RUN FEEDER TO INTEGRAL LOAD CENTER PANEL IN TURN-KEY RESTROOM BUILDING. REFER TO CEI PLANS. VERIFY EXACT LOCATION AND REQUIREMENTS WITH BUILDING SUPPLIER PRIOR TO INSTALLATION. COORDINATE LEAVE-OUT LOCATION FOR CONDUIT STUB UP WITH CONCRETE POUR AND INSTALL CONDUIT AS REQUIRED.
5. NEW POLETOP TRANSFORMER. VERIFY LOCATION AND ALL REQUIREMENTS WITH SERVICE PROVIDER.
6. NEW UNDERGROUND ELECTRICAL SERVICE TO NEW METER. SEE RISER DIAGRAM FOR ADDITIONAL INFORMATION. INSTALL CONDUIT WITH MIN. 24" COVER.
7. INSTALL NEW METER AND SERVICE MAIN DISCONNECT SWITCH ON PIPE RACK AND CONCRETE PAD. SEE RISER DIAGRAM FOR ADDITIONAL INFORMATION.
8. NEW UNDERGROUND ELECTRICAL FEEDER TO NEW ELECTRICAL GEAR. SEE RISER DIAGRAM FOR ADDITIONAL INFORMATION. INSTALL CONDUIT WITH MIN. 24" COVER.
9. INSTALL NEW ELECTRICAL GEAR AND LIGHTING CONTROLS IN WEATHERPROOF ENCLOSURE ON CONCRETE PAD. SEE RISER DIAGRAM FOR ADDITIONAL INFORMATION.
10. SPORTS LIGHTING POLE FIXTURE. REFER TO LIGHTING POLE/FIXTURE SCHEDULES, SH. E1.3, FOR ADDITIONAL INFORMATION. DIMENSIONS SHOWN ARE FROM INDICATED REFERENCE POINT (SEE NOTE 11) MEASURED PARALLEL AND PERPENDICULAR TO FIELD LINES.
11. COURT LIGHT POLE LOCATION DIMENSIONS SHOWN ARE RELATIVE TO INDICATED 0,0 REFERENCE POINT AT CENTER OF FIELD.
12. RUN CIRCUIT FROM PANELBOARD THROUGH SPORTS LIGHTING CONTROL CABINET TO ELECTRICAL COMPONENTS ENCLOSURE AT POLE. CONDUIT SHALL BE BURIED WITH MINIMUM 18" COVER. MAKE FINAL CONNECTIONS OF FIXTURE WIRING PER MANUFACTURER. RUN CONDUIT AROUND FIELD AND NOT BELOW.

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SITE PLAN - ELECTRICAL

SHEET TITLE

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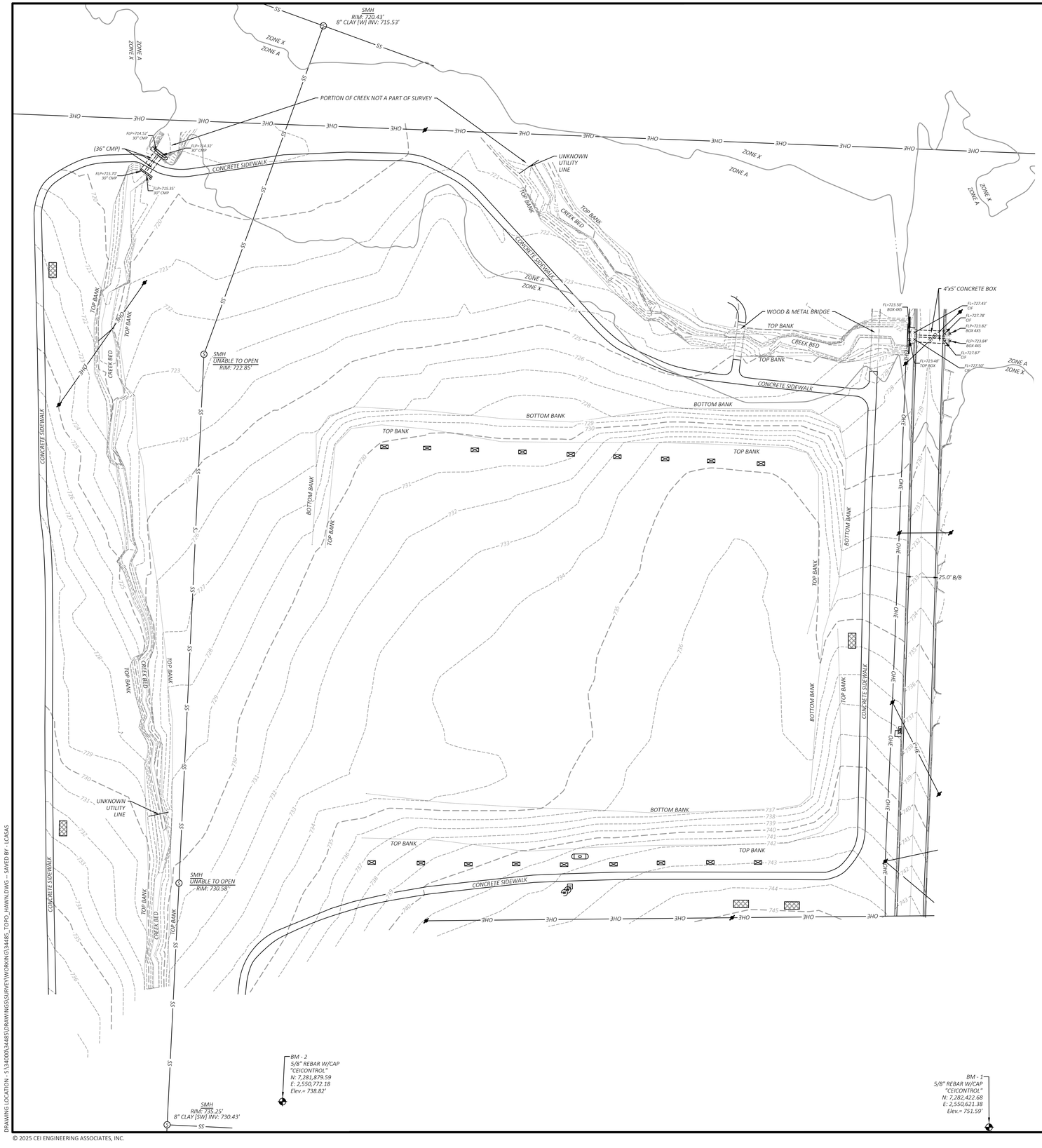
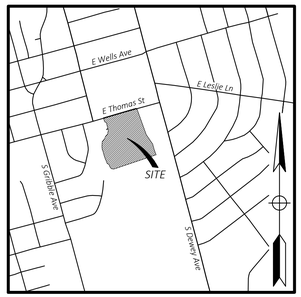


0 40' 60' 80'

SCALE IN FEET



VICINITY MAP

NOT TO SCALE

Latitude: N 33°37'54.83"

Longitude: W 96°35'17.75"

Survey Point Table						
Point #	Northing	Easting	Elevation	Description	Convergence	Scale Factor
72000	7282422.68	2550621.38	751.59	001°02'35"	001°02'35"	0.99992400
72002	7281879.59	2550772.18	738.82	001°02'36"	001°02'36"	0.99992374

Legend

- HANDRAIL
- Break Line
- OHE — Overhead Electric Line
- SS — Sanitary Sewer Line
- (Size) — Storm Drainage Pipe
- Benchmark (BM)
- Sewer Manhole (SMH)
- Irrigation Control Box
- Water Riser
- Water Meter
- Utility Pole
- Mail Box
- CMP — Corrugated Metal Pipe
- Bench
- B/B — Back to Back of Curb
- Universal Valve Box

GENERAL NOTES:

1. *This survey does not purport to be a proposed tract split or replat, or any other subdivision plat as may be defined by city, county, or state law. The land owner is encouraged to check with the local planning/development authorities for proper platting procedures before proceeding with the development.*
2. *Except as specifically stated or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject real estate: Easements, other that possible easements which were visible at the time of making of this survey; building setback lines, restrictive covenants; subdivision restrictions; zoning or other land-use regulations, or any other facts which an accurate and current title search may disclose.*
3. *This survey represents an Topographic Survey of the PARCEL #122358 recorded in Deed Records, Volume 20, Page 139 in the public records of Grayson County, Texas.*
4. *Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied to the surveyor.*
5. *A title search was not conducted by a certified title company. No abstract of title, nor title commitment, nor results of title searches were furnished to the surveyor. All documents were provided by the client/clients and/or researched by CEI Engineering Associates, Inc., and may be subject to record/unrecorded: easements, rights of way, covenants, building setback lines, subdivision restrictions, zoning, land regulations or other facts which an accurate and current title search may reveal. There may exist other documents of record which would affect this parcel.*
6. *Basis of Bearings: All bearing and distances shown hereon are grid based on Texas State Plane Coordinate System, NAD83, North Central Zone, as established by a Static observation processed through Trimble RTX.*
7. *Basis of Elevation: All elevations shown hereon are based on NAVD88, as established by a Static observation processed through Trimble RTX.*
8. *This survey is valid only if the drawing includes the seal and signature of the survey*
9. *Subsurface and environmental conditions were not examined nor considered a part of this survey.*
10. *The locations of underground utilities as shown hereon are based on above ground structures as were visible at the time of survey, and/or from record drawings provided to the surveyor. The location of underground utilities/structures may vary from locations shown hereon. No excavations were made during the progress of this survey to locate underground utilities/structures.*
11. *By scaled map location and graphical plotting only. A portion of this property is located within Flood Zone "A" as determined by the National Flood Insurance Program which is subject to inundation by the 1% annual chance flood (100-year flood) shown on the Flood Insurance Rate Map for Grayson County, Texas.*
    Map Number: 48181C0290G
    Map Revised: September 1, 2022
12. *No observable evidence of current earth moving work, building construction or building additions were found in the process of conducting the field work.*

SURVEYOR'S TOPOGRAPHIC CERTIFICATION:

I, James Barnett hereby certify that this map represents a Topographic Survey, which was performed in the field under my supervision, the topographic and physical features shown are a true representation of what was found to the best of my knowledge and ability. No statement or certification, written or implied, is made regarding the existence or absence of peculiar subsurface conditions, flood hazards, ecological concerns, easements, or any facts that an accurate and complete title search would disclose, unless, it is specifically stated or shown. The field work was completed on March 5, 2025.

This map is not representative of a boundary survey, no boundary research or retracement was performed, and any property lines that may be shown hereon are for reference purposes only.

James Barnett, TX RPLS No. 6596

Date 2025.05.14 13:04:41-05'00'

CEI ENGINEERING ASSOCIATES, INC.
2600 NE 11TH ST, SUITE 300
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 920
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

REVISION

NO.	DESCRIPTION	DATE
1	FEMA Lines added	05/14/2025

Topographic Survey
Hawn Park
1210 South Dewey
Sherman, Grayson County, Texas

STATE OF TEXAS
REGISTERED
JAMES BARNETT
6596
PROFESSIONAL
LAND SURVEYOR
05/14/2025

PROFESSIONAL OF RECORD	JKB
DESIGNER	LAC
FIELD WORK	RA
CEI PROJECT NUMBER	34485
DATE	5/14/2025
REVISION	REV-1

TOPO Sheet

SHEET TITLE

SHEET NUMBER

1 OF 1

DRAWING LOCATION - S:\34000\34485\DRAWINGS\SURVEY\WORKING\34485_TOPO_HAWN.DWG – SAVED BY - LCASAS

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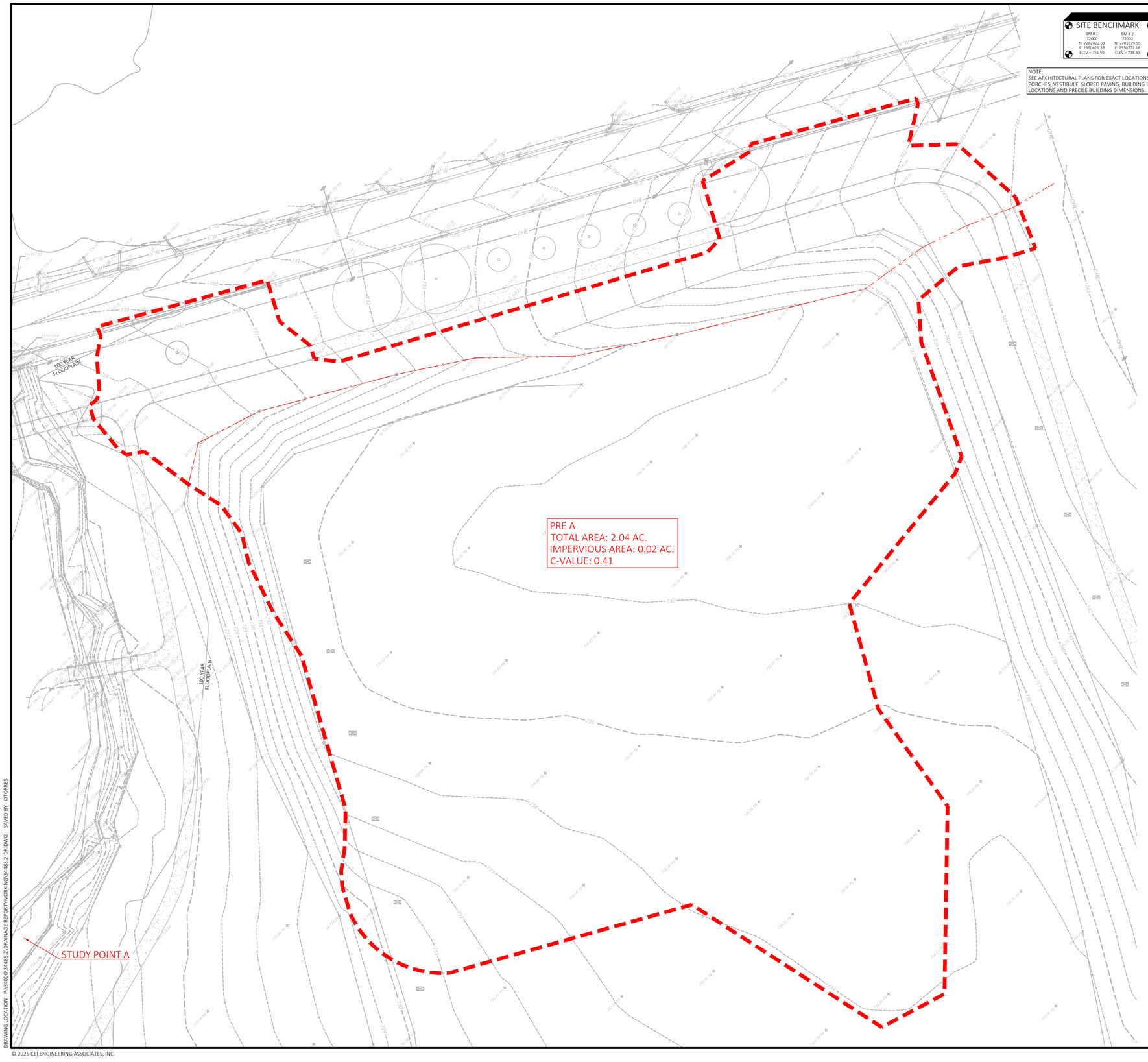

SITE BENCHMARK

BM # 1	BM # 2
72000	72002
N: 7282422.68	N: 7281879.59
E: 2550621.38	E: 2550772.18
ELEV.= 751.59	ELEV.= 738.82

NOTE:
SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF PORCHES, VESTIBULE, SLOPED PAVING, BUILDING UTILITY ENTRANCE LOCATIONS AND PRECISE BUILDING DIMENSIONS.

0 20' 30' 40'
SCALE IN FEET

811 Know what's **below.** **Call** before you dig.

EXISTING LEGEND

HANDRAIL		Water Riser	
Break Line		Water Meter	
OHE Overhead Electric Line		Utility Pole	
SS Sanitary Sewer Line	MB	Mail Box	
(SD) Storm Drainage Pipe	CMP	Corrugated Metal Pipe	
Benchmark (BM)		Bench	
Sewer Manhole (SMH)	B/B	Back to Back of Curb	
Irrigation Control Box		Universal Valve Box	

PROPOSED LEGEND

BASIN BOUNDARY
TIME OF CONCENTRATION FLOW PATH

Weighted Runoff Coefficient	
	Pre-A
Impervious Area (ac.) C=1.0	0.02
Pervious Area (ac.) C=0.40	2.02
Total Area (ac.)	2.04
Weighted C-Value	0.41

CEI ENGINEERING ASSOCIATES, INC.
3030 LBJ FWY
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: -----

HAWN PARK- 100% BID SET
CITY OF SHERMAN
900 S DEWEY AVE.
SHERMAN, TEXAS

STATE OF TEXAS
CHRISTOPHER J. WALL
140722
LICENSED PROFESSIONAL ENGINEER
2-20-2026

PROFESSIONAL OF RECORD	CJW
PROJECT MANAGER	MCR
DESIGNER	MSW
CEI PROJECT NUMBER	34485.2
DATE	12/9/2025
REVISION	REV-1

PRE-DEVELOPMENT DRAINAGE AREA MAP
SHEET TITLE

SHEET NUMBER
DR1.0

DRAWING LOCATION - P:\34000\34485.2\DRAINAGE REPORT\WORKING\34485.2-DR.DWG - SAVED BY - OTORRES

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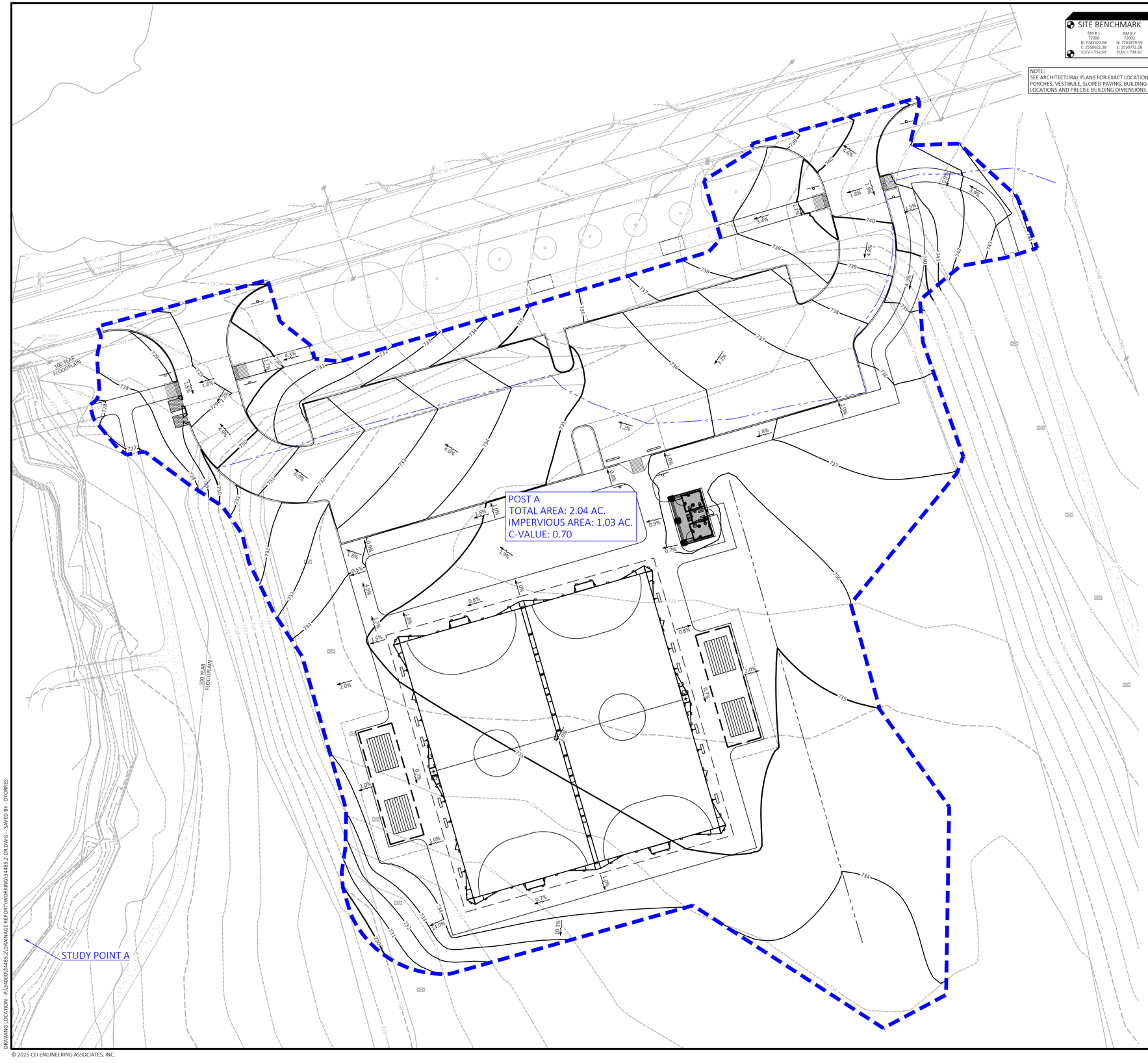


SITE BENCHMARK

BM # 1	BM # 2
72000	72002
N: 7282422.68	N: 7281879.59
E: 2550621.38	E: 2550772.18
ELEV.= 751.59	ELEV.= 738.82

NOTE:
SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF PORCHES, VESTIBULE, SLOPED PAVING, BUILDING UTILITY ENTRANCE LOCATIONS AND PRECISE BUILDING DIMENSIONS.

0 20' 30' 40'
SCALE IN FEET

811 Know what's **below.** **Call** before you dig.

EXISTING LEGEND

HANDRAIL		Water Riser	
Break Line		Water Meter	
OHE	Overhead Electric Line	Utility Pole	
SS	Sanitary Sewer Line	MB	Mail Box
SD(24")	Storm Drainage Pipe	CMP	Corrugated Metal Pipe
	Benchmark (BM)		Bench
	Sewer Manhole (SMH)	B/B	Back to Back of Curb
	Irrigation Control Box		Universal Valve Box

PROPOSED LEGEND

XXX — CONTOUR ELEVATIONS
BASIN BOUNDARY
TIME OF CONCENTRATION FLOW PATH

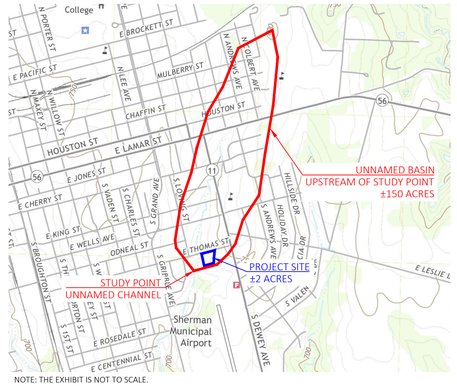
Weighted Runoff Coefficient	
	Post-A
Impervious Area (ac.) C=1.0	1.03
Pervious Area (ac.) C=0.40	1.01
Total Area (ac.)	2.04
Weighted C-Value	0.70

Peak Flow Rates		
	Pre-A	Post-A
Intensity (25-yr, 15-min, in/hr)	7.13	
Intensity (50-yr, 15-min, in/hr)	8.69	
Intensity (100-yr, 15-min, in/hr)	10.00	
Peak Flow Rate (25-year, cfs)	5.90	10.22
Peak Flow Rate (50-year, cfs)	7.20	12.46
Peak Flow Rate (100-year, cfs)	8.28	14.34

GENERAL DRAINAGE NOTES

A. THE CALCULATIONS PROVIDED ABOVE REPRESENT THE PRE AND POST-DEVELOPED PEAK FLOW RATES FOR THE PROPOSED HAWN PARK AS SHOWN IN THESE PLANS. ALL RUNOFF COEFFICIENTS WERE TAKEN FROM TABLE 4.1 OF THE 2024 SHERMAN ENGINEERING DESIGN STANDARDS MANUAL (DESIGN MANUAL). INTENSITY VALUES WERE TAKEN FROM APPENDIX A OF THE DESIGN MANUAL. TIME OF CONCENTRATION WAS CALCULATED USING SECTION 4.7 OF THE DESIGN MANUAL WITH A MINIMUM OF 15 MINUTES FOR DEVELOPED PARK LAND. PER THE DESIGN MANUAL, FLOWS WERE CALCULATED USING THE RATIONAL METHOD. PEAK FLOW RATES ARE BASED ON WHERE RUNOFF IS LEAVING THE BASIN.

B. ALTHOUGH THERE WAS AN INCREASE IN POST-DEVELOPED PEAK FLOW RATES COMPARED TO PRE-DEVELOPED RATES, NO DETENTION WAS PROPOSED. PER SECTION 4.3.F.1 IF RUNOFF FROM THE SITE DIRECTLY FLOWS TO A DESIGNATED FEMA FLOODWAY AND THE SITE IS LESS THAN 10 PERCENT OF THE UPSTREAM WATERSHED, THE REQUIREMENT FOR DETENTION IS WAIVED. AS SEEN IN THE EXHIBIT BELOW, THE PROPOSED PROJECT MEETS THE 10 PERCENT RULE.



NOTE: THE EXHIBIT IS NOT TO SCALE.

CEI ENGINEERING ASSOCIATES, INC.
3030 LBJ FWY
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: -----

HAWN PARK- 100% BID SET
CITY OF SHERMAN
900 S DEWEY AVE.
SHERMAN, TEXAS

STATE OF TEXAS
CHRISTOPHER J. WALL
140722
LICENSED PROFESSIONAL ENGINEER
2-20-2026

PROFESSIONAL OF RECORD	CJW
PROJECT MANAGER	MCR
DESIGNER	MSW
CEI PROJECT NUMBER	34485.2
DATE	12/9/2025
REVISION	REV-1

POST DEVELOPMENT DRAINAGE AREA MAP
SHEET TITLE

SHEET NUMBER
DR2.0

DRAWING LOCATION - P:\34000\34485.2\DRAINAGE REPORT\WORKING\34485.2-DR.DWG -- SAVED BY: OTORRES

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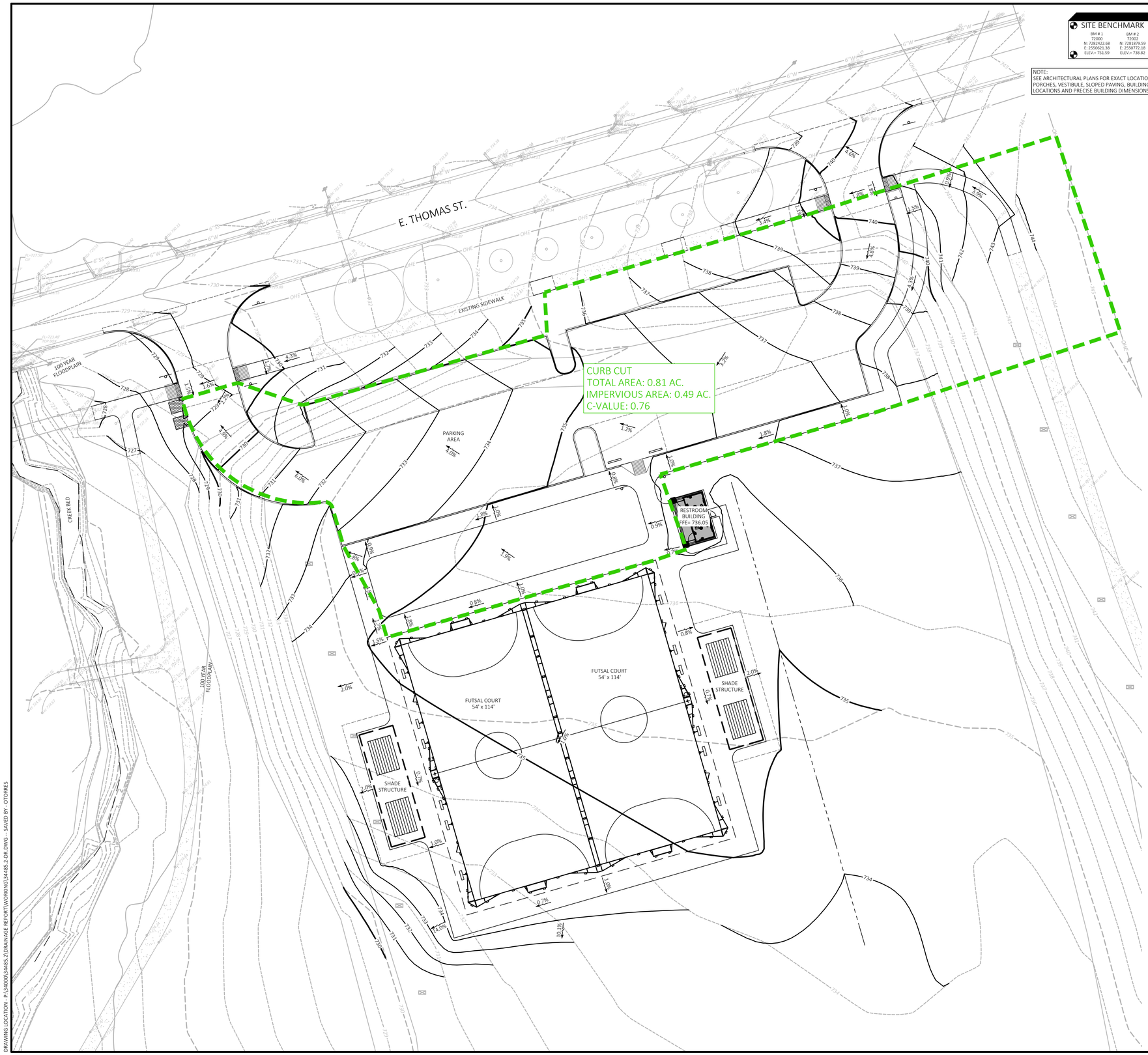

EXISTING LEGEND

HANDRAIL		Water Riser	
Break Line		Water Meter	
OHE — Overhead Electric Line		Utility Pole	
SS — Sanitary Sewer Line		Mail Box	
SD — Storm Drainage Pipe		CMP — Corrugated Metal Pipe	
Benchmark (BM)		Bench	
Sewer Manhole (SMH)		B/B — Back to Back of Curb	
Irrigation Control Box		Universal Valve Box	

PROPOSED LEGEND

XXX — CONTOUR ELEVATIONS

INLET DRAINAGE BASIN LIMITS

Weighted Runoff Coefficient	
	Curb Cut
Impervious Area (ac.) C=0.98	0.49
Lawns Area (ac.) C=0.35	0.32
Total Area (ac.)	0.81
Weighted C-Value	0.76

CEI ENGINEERING ASSOCIATES, INC.
3030 LBJ FWY
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: -----

HAWN PARK- 100% BID SET
CITY OF SHERMAN
900 S DEWEY AVE.
SHERMAN, TEXAS

STATE OF TEXAS
CHRISTOPHER J. WALL
140722
LICENSED PROFESSIONAL ENGINEER
2-20-2026

PROFESSIONAL OF RECORD	CJW
PROJECT MANAGER	MCR
DESIGNER	MSW
CEI PROJECT NUMBER	34485.2
DATE	12/9/2025
REVISION	REV-1

INLET DRAINAGE MAP
SHEET TITLE

SHEET NUMBER
DR3.0

DRAWING LOCATION - P:\34000\34485.2\DRAINAGE REPORT\WORKING\34485.2-DR.DWG -- SAVED BY - OTORRES

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EXHIBIT D

AFFIDAVIT OF OWNERSHIP OR CONTROL

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name d.b.a. Assumed Name.

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared David Paquette (Full Name, hereafter "Affiant"), VP Operations (state title/capacity with Contracting Entity) of Whirlix Design Inc (Contracting Entity's Corporate/Legal Name) ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with City of Sherman Hawn Park (describe project or matter) which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

FOR PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP
[X] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[ ] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

_____

_____

_____

Orig. Dept.: _____ File/I.D. No.: _____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. (NOTE: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.)

Contracting Entity

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

5% Owner(s) or More (IF NONE, STATE "NONE.")

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

6. ***Optional Information***

Contracting Entity and/or _____ (Name of Owner or Non-Profit Officer) is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ (Contracting Entity, Owner or Non-Profit Officer) as follows:

AFFIDAVIT OF OWNERSHIP OR CONTROL

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (_____)_____

Tax Years _____

Status of Appeal (Describe) _____

_____

_____

_____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

_____
Affiant

SWORN TO AND SUBSCRIBED before me this 23rd day of May, 2026.

(Seal)

NOTARY PUBLIC STATE OF TEXAS
TERI ESTES
My Notary ID # 7829709
Expires December 15, 2028

_____
Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

END OF DOCUMENT

EXHIBIT E

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Whirlix Design Inc

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Teri Estes	Teri Estes	5/22/2026
Name of signatory	Signature	Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1466193

Date Filed:
05/22/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Whirlix Design Inc
Plano, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Sherman

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2026 Hawn Park
Park Improvements, Install of facilities, Sport Court, Parking Lot

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Paquette, David	Plano, TX United States	X	
Howie, Paul	Plano, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is David Paquette, and my date of birth is 12-6-81.

My address is 1916 K Ave, Plano (city), TX (state), 75074 (zip code), USA (country).

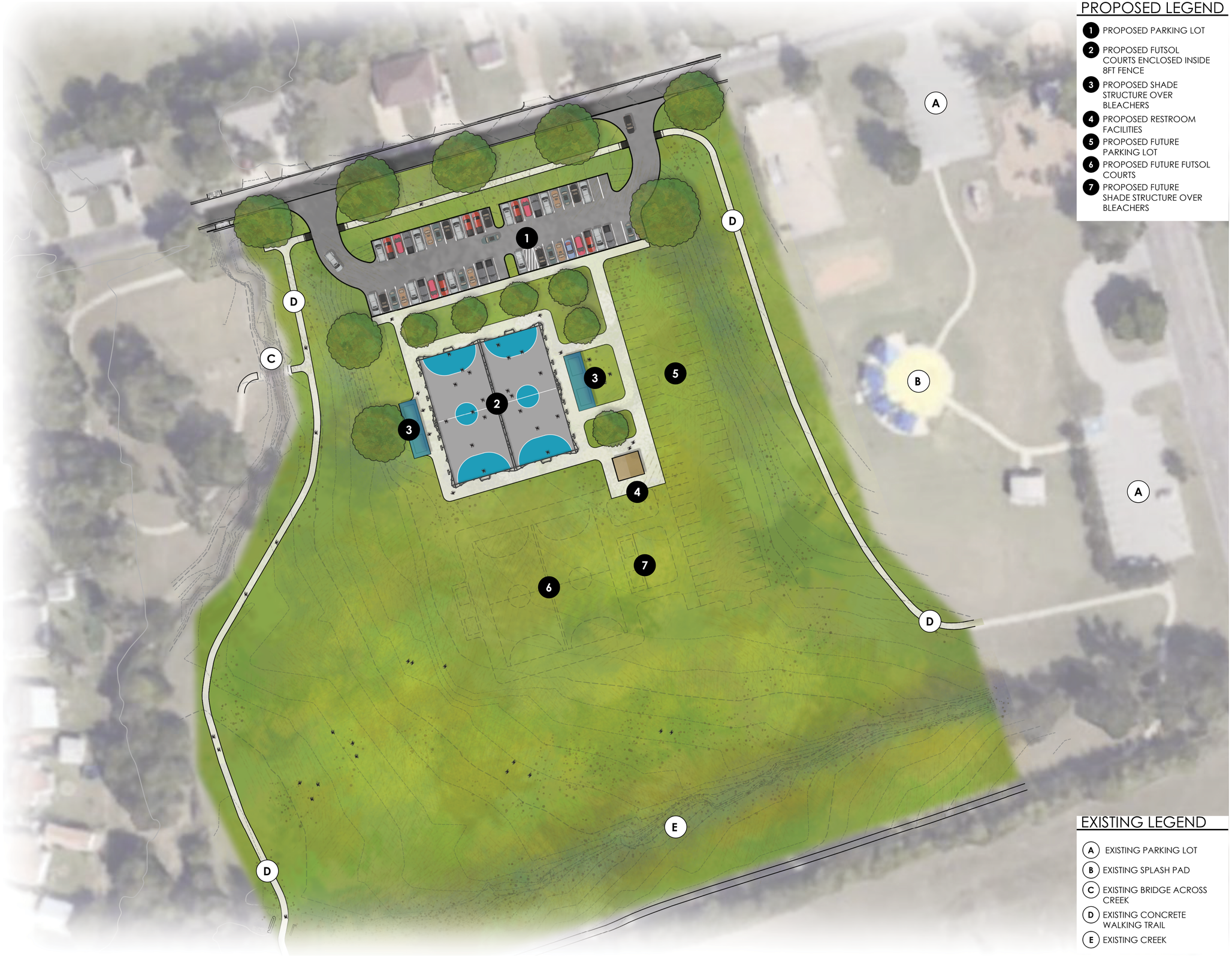
I declare under penalty of perjury that the foregoing is true and correct.

Executed in Collin County, State of Texas, on the 22nd day of May (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Hawn Park

Church of Christ
E Thomas St
E Thomas St
E Thomas St
S Hub St
S Hub St
S Hub St
S Burdette Ave
S Dewey Ave
S Andrew
11
11
Hawn Park
Recently viewed



PROPOSED LEGEND

1. PROPOSED PARKING LOT
2. PROPOSED FUTSOL COURTS ENCLOSED INSIDE 8FT FENCE
3. PROPOSED SHADE STRUCTURE OVER BLEACHERS
4. PROPOSED RESTROOM FACILITIES
5. PROPOSED FUTURE PARKING LOT
6. PROPOSED FUTURE FUTSOL COURTS
7. PROPOSED FUTURE SHADE STRUCTURE OVER BLEACHERS

EXISTING LEGEND

- (A) EXISTING PARKING LOT
- (B) EXISTING SPLASH PAD
- (C) EXISTING BRIDGE ACROSS CREEK
- (D) EXISTING CONCRETE WALKING TRAIL
- (E) EXISTING CREEK

CEI Solutions for Land and Life

HAWN PARK

SHERMAN, TX

MAY 20, 2025

N

0' 40' 80' 120' 160'

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.2.

Meeting Date: 6/15/2026

Prepared By: Theresa Hutchinson, Park & Recreation Manager

Approved By: Zachary Flores, City Manager

Caption:
Resolution No. 7652
Authorizing the Execution of an Agreement for the Purchase and Installation of Old Settlers Park Playground, Shading and Safety Surfacing from We Build Fun, Inc. based on an invitation to bid through the Community Development Block Grant Program.

Issue:
Authorizing the Execution of a Contract for the Purchase and Installation of Old Settlers Park Playground, Shading and Safety Surfacing from We Build Fun, Inc. based on an invitation to bid through the Community Development Block Grant Program.

Background:
The proposed replacement of the Old Settlers Park Playground, including new shading and safety surfacing, represents a significant step forward in our ongoing efforts to improve the quality and inclusivity of Sherman's park system. By investing in these enhancements, we are aligning with the strategic objectives outlined in our Parks, Recreation, and Open Space Master Plan and reaffirming our commitment to providing outstanding recreational facilities for our community.

The current play structure was installed in 2002, coinciding with the addition of baseball and softball fields within the Quad area. Over the past 24 years, the structure has experienced considerable use from families attending Sherman Youth Sports Baseball and Softball programs.

The procurement process for the new playground equipment was conducted through an invitation to bid, in strict accordance with the competitive bidding requirements specified in Texas Local Government Code Chapter 271. This process ensures transparency and fiscal responsibility. A total of six responsive bids were received. We Build Fun, Inc. was selected based on considerations of cost, overall design quality, experience, and their ability to complete the project within the designated timeline.

This project will be funded through the Community Development Block Grant Program.

Capital Improvement Program:

Origination:
Parks and Recreation Department

Financial Consideration:
$180,248.09 which will be funded through the Community Development Block Grant.

Staff Recommendation:
Staff recommends approval of the purchase and installation of the Old Settlers Park Playground from We Build Fun, Inc.

Alternatives:
As may be directed by City Council.

Attachments:
1. We Build Fun Final Agreement
2. Exhibit C - Insurance Requirement
3. Form 1295 Certificate 101548669
4. Certificate of Liability Insurance
5. Renderings

CONSTRUCTION AGREEMENT BETWEEN THE CITY OF SHERMAN AND WEBUILDFUN INC.

The **City of Sherman, Texas**, a home-rule municipality ("Sherman"), and **webuildfun inc.**, a Texas Corporation ("Contractor"), enter into this Construction Agreement ("Agreement"). Sherman and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, Sherman issued RFP 2026-13, seeking bids for CDBG-funded Old Settlers Park Playground Project, a copy of which is attached hereto as Exhibit A and incorporated herein by reference for all purposes ("BVB"); and

WHEREAS, Contractor timely submitted a response to the BVB, which is attached hereto as Exhibit B and incorporated herein by reference for all purposes ("Response"); and

WHEREAS, based on Contractor's representations in response to the BVB, including those representations set forth in the Response, Sherman has selected Contractor to provide the services sought in the BVB under the terms and conditions of this Agreement ("Project").

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services.
   Contractor shall provide the services and deliverables that are set forth and described in the Agreement Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services"). The parties understand and agree that deviations or modifications to the scope of Services described in the Agreement Documents, in the form of one or more written change orders, may be authorized from time to time by Sherman ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the Sherman City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Change Order. Contractor agrees that Sherman's project managers, superintendents and/or inspectors are not authorized to issue verbal or written Change Orders.

   CONTRACTOR SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN CHANGE ORDER ISSUED BY THE SHERMAN CITY MANAGER.

2. Term.
   All Services in connection with this Project must be completed, inspected and accepted by Sherman within 180 calendar days from the notice to proceed issued by the City of

Sherman, obligations relating to time set forth herein are material and are of the essence of this Agreement. This Agreement shall remain in full force and effect until completion of the Project to Sherman's satisfaction. The obligations listed hereunder shall be fulfilled upon the completion of the Project to Sherman's satisfaction.

3. Compensation.

In exchange for performance of the Services as described in the Agreement Documents (defined below), Sherman agrees to pay the Contractor the fixed Unit Cost amounts set forth in the Bid Form in Exhibit B in accordance with the individual Purchase Order(s) issued by Sherman (the "Contractor's Fee). Contract agrees the Total amount outlined in the Response is not a guaranteed amount, but an estimate and projected amount for the Services to be rendered. Contract also acknowledges and agrees that Sherman is not obligated to award the entire estimated budget amount outlined in Exhibit A, the BVB. The Contractor's Fee shall depend on the Purchase Orders issued by Sherman (at Sherman's sole discretion). Contractor also acknowledges and agrees that the Contractor's Fee may be lower than the "Total" outlined in Exhibit B for this Agreement given the Total is based on an estimated not actual quantity. Sherman will issue Purchase Orders as deems necessary by Sherman.

Contractor shall submit a written invoice to Sherman once all Services on the Project are completed to Sherman's satisfaction. The invoice shall be due and payable by Sherman within thirty (30) days after Sherman finally accepts the Services on the Project in accordance with the Agreement Documents and Sherman's ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising. Notwithstanding anything to the contrary herein, Sherman shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

Upon receipt of a written request from Sherman, Contractor shall perform additional Services at new locations within the scope and terms of this Agreement, so long as the additional costs for such Services are in accordance with the pricing outlined in the Agreement Documents and the additional costs do not exceed twenty-five (25) percent of the amount of the Contractor's Fee.

Contractor and Sherman acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of Sherman, which fiscal year ends on September 30th of each year, shall be subject to Sherman City Council approval. In the event that the Sherman City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that Sherman shall be obligated to pay monies owed Contractor for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Liquidated Damages

Contractor acknowledges and agrees that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, Sherman will

sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the parties agree that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, then Contractor shall pay Sherman the sum of five hundred and 00/100 dollars ($500.00) for each calendar day in which the Services are not completed, not as a penalty but as liquidated damages for the damages that would be suffered by Sherman as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Services as required herein.

5. Agreement Documents.

The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

a. This Agreement;

b. BVB, attached hereto as Exhibit A;

c. Contractor's Response, attached hereto as Exhibit B;

d. Sherman's Insurance Requirements, attached hereto as Exhibit C;

e. City of Sherman's Standard Construction Details (which is on file in with the City Engineering Department);

f. The Standard Specifications for Public Works Construction (North Central Texas Third Most Recent Edition) as amended and supplemented by the City of Sherman's Special Provisions to said Standard Specification, as amended (which is on file in the City Engineering Department);

g. Affidavit of Ownership or Control, attached hereto as Exhibit D;

h. Conflict of Interest Questionnaire, attached hereto as Exhibit E; and

i. Verifications Form (boycott Israel, firearms entities, energy entities) as Exhibit F.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, or Exhibit F are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E, Exhibit F, and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, Sherman's interpretation and/or decision shall be final and binding.

6. Payment, Performance, and Maintenance Bonds.

Prior to commencing work under this Agreement, Contractor shall furnish to Sherman a payment, performance, and maintenance bonds, which shall be in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure Sherman is indemnified:

(i) against any claims for nonpayment of any part of the construction or work performed in connection with the Project; and (ii) for the completion of the Project in accordance with this Agreement. Prior to Sherman's final acceptance of the Project, Contractor shall furnish to Sherman a two (2) year maintenance bond in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure the repair or remedy of any maintenance issues Sherman may have regarding the Project after Sherman finally accepts the same.

The bonds required by Sherman pursuant to this Section must be: (i) good and sufficient bonds; (ii) in the amounts prescribed herein; and (iii) with a reputable and solvent corporate surety in favor of Sherman.

7. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations, or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

8. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in Sherman's Insurance Requirements, attached hereto as Exhibit C and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to Sherman. Contractor also shall comply with all other requirements set forth in Exhibit C.

9. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the Sherman City Charter. Contractor shall execute and deliver to Sherman the Affidavit of No Prohibited Interest, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to Sherman the Conflict-of-Interest Questionnaire, Form CIQ, attached hereto as Exhibit E and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

10. Indemnity.

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

IN ITS SOLE DISCRETION, SHERMAN SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY SHERMAN, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY SHERMAN IN WRITING. SHERMAN RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, SHERMAN IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY SHERMAN IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND SHERMAN OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY SHERMAN PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN SHERMAN-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF SHERMAN'S WRITTEN NOTICE THAT SHERMAN IS INVOKING ITS RIGHT TO

DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, SHERMAN SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY SHERMAN.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

11. Liability.
To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. Sherman assumes no such responsibility or liability. Sherman shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

12. Compliance with Laws; Standard of Care.
Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify Sherman in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

13. Termination.
Sherman is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

Sherman is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall breach this Agreement, shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then Sherman shall have the right to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by Sherman shall not be deemed a waiver of any other right or remedy of Sherman.

If after exercising any remedy provided herein, the cost to Sherman of the performance of the balance of the work on the Project is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse Sherman for such excess, without waiver of any other right or remedy of Sherman.

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

14. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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

16. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, Sherman has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

17. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

18. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial

consideration, the sufficiency of which is forever confessed.

19. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between Sherman and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

20. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

21. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

22. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

23. Headings.
The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

24. Indemnity.
The parties agree that the indemnity provision set forth herein is conspicuous and the parties have read and understood the same.

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

If to Contractor, to: webuildfun, Inc.

Attn: Kris Allen
P.O. Box 29
Allen, TX 75013
Email: ka@webuildfun.com

If to City, to: City of Sherman
Attn: Dr. Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: zacharyf@cityofsherman.com

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Erika Toledo
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Email: etoledo@abernathy-law.com

26. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

27. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of Sherman; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between Sherman and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between Sherman and Contractor.

28. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of Sherman and the authorized representative of Contractor.

29. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

30. Reference to Sherman.
When referring to "Sherman" herein, this Agreement shall refer to and be binding upon Sherman, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom Sherman is legally responsible.

31. Debarment/Suspension.
Sherman is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Sherman, Contractor and Contractor's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Contractor shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

32. Restrictions on Lobbying.
Sherman and Contractor are prohibited from using funds awarded under the Agreement for lobbying purposes. Contractor shall include a statement of compliance with this provision in applicable procurement solicitations and third-party agreements for work on the Project.

33. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

34. Certifications Required by Texas Law.
In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2252 of the Texas Government Code (to the extent applicable), Contractor certifies that it is not engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared and maintained under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code. The foregoing terms in this Section have the meanings ascribed to them in the referenced statutes if defined therein.

35. Multiple Counterparts.
This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

[*Signature page follows*.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager
Date: _____

ATTEST:

_____
Teri Fine, City Clerk

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Hullett, PC
Erika Toledo, City Attorneys

webuildfun, Inc.
a Texas Corporation

By: _____
Printed Name: Paul Funderburg
Title: Owner's Representative
Date: 6-2-2026

STATE OF TEXAS §
§
COUNTY OF Collin §

BEFORE ME, the undersigned authority, on this day personally appeared Paul Funderburg, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for **WEBUILDFUN, INC.**, and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of June, 2026.

JENNIFER LORRAINE SCRIBNER
My Notary ID # 134499149
Expires August 9, 2027

_____
Notary Public in and for the State of Texas

City of Sherman
PO Box 1106 Sherman, TX 75091-1106

RFP 2026-13

CDBG-Funded
Old Settlers Park Playground Project

Expected Timeline:

Advertise/Release Proposal	4/19 and 4/26/2026
Pre Proposal	None
Question Deadline	4/29/2026 4 pm CST
Questions Answered	May 5, 2026
Proposal Response Deadline	May 11, 2026, 2 pm CST
Estimated Council Approval	June 2026
Estimated Contract Start	June/July 2026

CITY OF SHERMAN, TEXAS

Proposer must submit their proposal response utilizing the following:

1) Public Purchase at https://www.publicpurchase.com
2) In person at City Hall, 220 W Mulberry, Sherman, TX 75090 or
3) By courier, delivered to 220 W Mulberry, Sherman, TX 75090

Proposal responses shall not be submitted by facsimile, email or other type of submission other than the stated deliveries.

Prices quoted must be held for a minimum of ninety (90) days from date of proposal closing. In the case of estimated requirements, the prices shall remain firm during the term of the contract. Discount from list or clauses that are known as "escalator" or "cost-plus" responses shall not be accepted.

In the case of estimated requirements, the quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease, or delete any item or items being furnished while continuing to pay the price quoted regardless of quantity.

F.O.B./Damage: Items shall be proposal F.O.B. Destination, delivered to the designated municipal facility and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful proposer shall handle all claims with carriers, and in the case of damaged goods, shall ship replacement goods immediately upon notification of City staff. Proposals subject to unlimited price increases shall not be considered. The City reserves the right to solicit proposals for larger projects.

The Request for Proposal (RFP) and accompanying specifications is for your convenience in submitting a response for the City of Sherman.

Proposals may be submitted as follows:

City of Sherman
Finance Dept. c/o Carla Hommel

- **P.O. Box 1106**
  Sherman, TX 75091-1106
- **Electronically at www.publicpurchase.com**
- **By delivery at City Hall, address listed above.**

Project Description

The City of Sherman is issuing an RFP to develop a design for the Old Settlers Park Playground, located at 1609 North Harrison, Sherman, Texas 75090. The project aims to replace an outdated playground with a new accessible, state-of-the-art playground area. The following design elements should be met: a unitary safety surface for the playground that promotes inclusive play and meets accessibility and impact standards; including a significant shade design element.

The City of Sherman maintains 16 parks and 3 specialized facilities. These parks offer amenities such as walking, hiking, and biking trails, playgrounds, and athletic fields for sports like baseball and softball. Popular locations include Fairview Park, Binkley Park, and Old Settlers Park.

Scope of Project

Work includes:

- Installation of Baseball Themed Play Structure to replace existing structure inside the Quad at Old Settlers Park to accommodate approximately 50 children aged 2-12.
- Installation of approximately a 40' x 40' shade structure to cover the play area.
- Installation of approximately 1,300 sq ft safety surfacing (wood fiber/rubber mulch not acceptable) with aggregate subbase flush with existing curb/sidewalk
- Engineer Sealed Drawings for shade structure
- Include demolition of existing playground and surfacing as a separate cost. The City will provide the roll-off containers at no cost to the awarded vendor.

  Requirements:

- Conceptual Drawings must be included in proposal.
- Proposed construction schedule must be included in proposal.
- Proposed pay schedule must be included in proposal.
- A minimum of three references must be included in proposal.
- Photos of similar completed projects with dates and locations must be included in proposal.
- Total budget is $200,000.

Scoring Criteria:

Overall Design	30%
Pricing	30%
References	20%
Construction Schedule	20%

Current playground

CDBG Funded-Old Settlers Park Playground Project, Sherman, Texas

Respondents are encouraged to visit the site and take pictures to ensure dimensions are accurate, delivery truck(s) can enter and unload, confirm the ability to install temporary barriers and/or fencing to protect the area during construction of the play structure. It is the responsibility of the awarded vendor to maintain a secure work location.

PROPOSALS

Proposals will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Carla Hommel, City Hall, 220 W Mulberry St, Sherman, Texas 75092-1106, until the hour **2:00 PM CST on the 11TH day of May 2026,** at which time proposals duly delivered and submitted will be considered.

QUESTION AND ANSWER PERIOD

Questions will be received by email only. All questions MUST be sent to carlah@cityofsherman.com by April 29, 2026, 4 PM CST. Answers will be issued by addendum by May 5, 2026, 5 pm CST.

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council.

Each proposal delivered to the City shall be sealed and clearly marked "RFP 2026-13 Old Settlers Park Playground Project" on the exterior of the proposal. Electronic submittals may only be made through Public Purchase at https://www.publicpurchase.com. No email or faxed proposals will be accepted. Each proposal shall be manually signed and dated by a person having the authority to bind the firm in a contract. Proposals that are not signed and dated will be rejected.

No pre-proposal meeting is scheduled. Old Settlers Park is a public park, and all potential proposers are welcome to visit the site at their convenience.

Please note that all proposals must be received at the designated location or through Public Purchase by the deadline shown. Proposals received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable. The Opening is scheduled for 2:00 PM CST., Monday, May 11, 2026, at which time the sealed proposals will be opened.

Any proposal received after stated closing time will be returned unopened. If proposals are sent by mail to the Finance Department, the proposer shall be responsible for actual delivery of the proposal before the advertised date and hour for opening of proposals. If the mail is delayed by the postal service, courier service, or an ISP (Internet Service Provider), beyond the date and hour set for the proposal opening, proposals thus delayed will not be considered.

Proposers should carefully examine all terms, conditions, specifications, Evaluation Criteria, supplied agreement, and related documents. Should a proposer find discrepancies in, or omissions from, the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the proposal. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sherman's interpretation shall govern.

Information concerning the proposal specifications or proposal process/procedures may be submitted in writing to Carla Hommel, Purchasing Agent, at carlah@cityofsherman.com, or via phone at (903) 487-5976.

Until the final awarding by the City of Sherman, said City reserves the right to reject any and/or all proposals, to waive technicalities, to re-advertise, and proceed otherwise when the best interests of said City will be realized hereby.

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to: www.ci.sherman.tx.us and to www.publicpurchase.com.

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this proposal is subject to cancellation if funds for this service are not approved in the next fiscal year.

PROPOSAL CONSIDERATION / TABULATION

Until final award of the Contract, the city reserves the right to reject any or all proposals, to waive technicalities, and to re-advertise for new proposals, or proposed to do the work otherwise in the best interests of the City.

CHANGES OR ALTERATIONS

No part of this proposal may be changed/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request, and approval by the City, will result in disqualification.***

COMPLETING INFORMATION

Proposer must fill in all information asked for in the blanks provided under each item EXCEPT for the agreement. Only the awarded respondents shall be required to complete the agreement. Failure to comply may result in rejection of the Proposal at the City's option.

CONTRACT CLAUSE All proposers understand and agree that the vendor's proposal response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Proposer fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Sherman, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each proposal. The City of Sherman considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Sherman, Texas. Failure of the proposer to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens delaying timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The responding proposers are financially responsible for their own preparation of their proposal document response and any/all meetings or appointments associated with this proposal. The City does not assume any financial liability in a proposer's cost for their proposal response.

Termination for Default: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the city in the event of breach or default of this contract. The City reserves the right to terminate this contract within ten (10) days in the event the successful proposer fails to 1) meet delivery schedules or 2) otherwise fails to perform in accordance with these specifications. Breach of contract or default

authorizes the City to, among other things, award another to another proposer, purchase elsewhere and charge the full increase in cost and handling to the defaulting proposer.

Venue: Proposer shall comply with all Federal and State laws and City ordinances and Codes applicable to the proposers' operation under this contract. These specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Grayson County, Texas, where venue for any proceeding arising hereunder will lie.

The apparent silence of these specifications as to detail or to the apparent omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

PAYMENT TERMS & CONDITIONS

All proposals shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of proposal. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Proposals which call for payment before the elapse of 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals or to waive technicalities at its option when in the best interests of said City. Proposals will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate proposals or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all proposals, and all proposals submitted are subject to this reservation. Proposals may be rejected, among other reasons, for any of the following specific reasons:

- Proposals received after the time limit for receiving proposals as stated in the advertisement.
- Proposal containing any irregularities.
- Proposals submitted via fax or email.
- Unbalanced value of any items.

Proposers may be disqualified and their proposals not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Proposers.
- Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the work contemplated.
- The Proposer being interested in any litigation against the City.
- The Proposer being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Proposals deposited with the City cannot be withdrawn prior to the time set for opening proposals. Requests for non-consideration of proposals must be made in writing to the Finance Department and received by the City prior to the time set for opening proposals. After other proposals are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the proposals have been opened, and the Proposer, in submitting the same, warrants and guarantees that this proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such proposal will not and cannot be withdrawn because of any mistake committed by the Proposer.

SALES TAX

The total for each proposal submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each proposal. The City cannot determine for the proposer whether the proposal is taxable to the City. The proposer through the proposer's attorney or tax consultant must make such determination. Bills submitted for taxes after the proposals are awarded will not be honored.

PROPOSAL TERMS

The City of Sherman reserves the right to reject any, or all, proposals received because of this IFB. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider.

Proposals must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. In the event it becomes necessary to revise any part of the IFB, addenda will be provided. Responses should be prepared simply and economically providing a straightforward, and concise description of the independent contractor's ability to meet the requirements of the IFB.

The price quotations from the contractor stated in this response will not be subject to any price increase from the closing date of this IFB to the mutually agreed date of contract.

The City of Sherman reserves the right to increase or decrease the number of services based upon annual budget constraints with fifteen (15) days' notice.

The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire IFB. The proposer agrees to indemnify and hold harmless from any claim involving patent right infringement or copyrights on goods supplied.

EVALUATION PROCESS

All submitted proposals will be reviewed by the City of Sherman for compliance with the specified RFP requirements. The selection committee will select which responses meet the requirements and those shall receive further evaluation.

Based on the firm's response to the RFP requirements, the selection committee will determine the top firm(s) capable of meeting the needs of the City for such services. The City may invite the top firm(s) for an interview before considering a contract. Once the firm has been selected, the City will submit an agreement to the City Council for approval. The following evaluation criteria will be considered by the selection committee.

ADDITIONAL INFORMATION

TEMPORARY ENCLOSURES, BARRICADES AND FENCES The Contractors shall provide and maintain all necessary temporary enclosures, barricades and site storage to adequately protect the work and materials from the elements and persons not involved with construction. The Contractor shall remove all temporary enclosures, barricades and fences upon completion of the work. The Contractor shall provide for and be responsible for protection of existing pavements, utilities, fencing, etc. In general, all existing materials, surfaces, sod, etc., to remain which are affected by the work shall be repaired and restored to an original and functional condition.

Working hours shall be from 8:00 a.m. until 6:00 p.m., Monday through Friday unless advance approval has been made with Director of Recreation and Parks, to work otherwise.

CLEANUP

All work areas shall be returned to a condition equal to or better than was in existence at the beginning of the project. All construction debris, including excavated soil, shipping materials including cardboard, pallets, etc. shall be removed and disposed of in a manner satisfactory to the City.

Structure shall meet and comply with all current ADA Legislation and ASTM F1487. 2. All equipment must meet age related design criteria suitable for two (2) – twelve (12) year-olds and be IPEMA certified. Must meet current CPSI guidelines.

FEE QUOTATIONS

The fee proposal not to exceed $200,000 for the project will include all costs associated with the project, including all equipment, structures, delivery, installation, construction permits, and service charges. This project is funded by Community Development Block Grant (CDBG) funds and is subject to all related project guidelines criteria including but not limited to Davis-Bacon prevailing wages and the appropriate documentation. Each firm is requested to provide the maximum amount of play activities for that fee.

Proposers shall submit a separate price for demolition of the current play structure. The City shall provide the awarded vendor roll-off container(s) to place the demolition debris at no cost to the awarded vendor. The vendor will only be responsible for the demolition of the structure and placement of debris in the roll-off containers. The vendor shall be responsible for always cleaning up any loose demolition debris outside of the roll-off container(s). If the vendor chooses to keep any portion of the demolition debris, it is their responsibility to ensure it is secured and removed from the property prior to new construction of the play structure. The awarded vendor shall keep in mind the value of the debris they choose to keep and submit their response accordingly.

REGULATORY COMPLIANCE All equipment provided and all areas around and between equipment must comply with most current Consumer Product Safety Commission (CPSC) guidelines and The American Society for Testing and Material (ASTM), and Americans with Disabilities Act (ADA) standards. It is the responsibility of each proposer and manufacturer to be aware of these guidelines. Please list all deviations where you do not comply and explain each in detail when submitting the proposal. Equipment that requires labor intensive measures or modifications, after installation, such as the cutting of bolts, to bring equipment into conformance with CPSC, ASTM, or ADA will not be accepted. As recommended by CPSC, a project specific maintenance manual shall be provided at the end of the project.

The playground structure must meet the current requirements of the Americans with Disabilities Act and ASTM F1487. All equipment must be IPEMA certified. All surfacing materials must meet current CPSC guidelines, ASTM F1951 and ASTM F1292 standards, as well as be IPEMA certified.

Once installation is complete on all equipment, supplier must provide a formal safety audit of the installed equipment. Audit must document that equipment meets all current standards listed above. Final payment for structure, payment for base materials and installation will not be

processed until after the safety audit inspection and document has been completed and delivered from a certified playground inspector. Supplier must invoice City for all payments.

PROPOSAL RESPONSE

Respondents may submit their proposals by either

1) Hard Copy by mail or courier service to the City at the following:
   City of Sherman
   Purchasing c/o Carla Hommel
   220 West Mulberry Street
   Sherman, Texas 75090 or:
2) Digital through Public Purchase at
   https://publicpurchase.com/gems/browse/home

PROPOSAL FORMAT

To adequately compare and evaluate proposals objectively, app proposals must be twenty-five (25) pages or less for Items I-VII. The page count does not include dividers, Engineer sealed drawings or item VIII, Required Documents

If submitted by paper, include one (1) original and one (1) copy.

I. INTRODUCTION
   A COVER LETTER CONTAINING THE FOLLOWING:
   a) A description of the capability and history of the contractor
   b) A summary of the contractors understanding of the project, including a brief description of how the project would be organized and built
   c) Signed by a signatory who is authorized to bind the company to this proposal

II. RELEVANT EXPERIENCE
   History of similar projects completed in the last three (3) years, with pictures. Include three (3) references for similar structures. Include name, phone number, and email for each reference

III. LICENSES AND CERTIFICATIONS
   Include a list of company representatives that will be working on this project with their certifications and licensure, if available.

IV. EQUIPMENT
   a) A scaled site plan showing the proposed equipment and relationship to existing boundaries

b) Engineer sealed drawings for shade structure, drawings and manufacturer's printed literature and specifications for each component of the proposed equipment
c) Information regarding the proposed safety surface

V. SCHEDULE

Provide the anticipated lead time for proposed equipment delivery and installation.

VI. COST

Provide a breakdown of cost, including, but not limited to:

a) Equipment, including structures, components, signage, hardware, equipment manuals and operation manuals
b) Installation of equipment
c) Safety surface and installation of safety surface
d) Demolition of existing structure and safety surface

VII. WARRANTIES

Submit all manufacturer's warranties, availability of replacement components, and proof of manufacturer's product liability. Include warranty of safety surface.

VIII. REQUIRED DOCUMENTS

Include the following documentation (these do not count towards page count)

a) SAM's verification-You must show proof that your company is compliant and authorized to receive federal contracts. Showing that you applied is not acceptable. Your application must be approved and in effect at the time of proposal submission.
b) Certificate of Insurance
c) Affidavit of Ownership
d) CIQ Form
e) Verifications Form
f) Ability to provide Payment, Performance and Maintenance Bonds at 100% of the amount bid (a letter from your surety is acceptable-if awarded, bonds are due prior to Council award)
g) Bid Bond or cashier's check for 5% of the amount bid
h) Bid Endorsement

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT

This project is governed under Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 1351], which provides preference to low- to very-low-income residents of the local community (regardless of race or gender) and the businesses that substantially employ these persons, for new employment, training, and contracting opportunities.

Section 3 requires the awarded recipient to fulfill the following obligations to the greatest extent feasible and submit Section 3 summary reports.

If the awarded recipient or a subcontractor of the awarded recipient has the need to hire new persons to complete their contract responsibilities, they are required to direct their newly created employment and/or subcontracting opportunities to Section 3 residents and business concerns. In addition, the award recipient must notify the recipient agency about their efforts to comply with Section 3 and submit any required documentation.

Section 3 Business Concerns means a business concern meeting at least one of the following criteria, documented within the last six-month period: (1a) It is at least 51 percent owned and controlled by low- or very low-income persons; (1b) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or (1c) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing. (2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees. (3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

A Section 3 resident is: 1) a public housing resident; or 2) a low-or very low-income person residing in the City of Sherman where the Section 3 covered assistance is expended.

The following will be included in the awarded recipient's contract with the City:

1. Section 3 of the Housing and Urban Development Act of 1968: The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. Contractor Certification of Compliance: The parties to this contract agree to comply with HUD's regulations in 24 CFR 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR 75 regulations.
3. Contract Language Requirement: The contractor agrees to include this Section 3 Contract Requirements clause in every sub-contract subject to compliance with regulations in 24 CFR 75, and agrees to take appropriate action, as provided in an applicable provision of the sub-contractor in this Section 3 Contract Requirements clause, upon a finding that the sub-contractor is in violation of the regulations in 24 CFR 75. The contractor will not sub-contract with any sub-contractor where the contractor has notice or knowledge that the sub-contractor has been found in violation of the regulations in 24 CFR 75.

4. Contracting Requirements: To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the CDBG Grantee and contractors and sub-contractors for the CDBG project shall ensure contracts and sub-contracts for work awarded in connection with the project are awarded to business concerns that provide economic opportunities to Section 3 Workers; and where feasible in the following order of priority: (1) Section 3 Business concerns that provide economic opportunities to Section 3 Workers residing within the metropolitan area (or nonmetropolitan county) in which the HUD funded assistance is provided/in which the HUD funded/CDBG project is occurring; and (2) YouthBuild programs.
5. Employment and Training Requirements: To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the CDBG Grantee and contractors and sub-contractors for the CDBG project shall ensure employment and training opportunities generated in connection with the project are filled by Section 3 Workers; and where feasible, in the following order of priority: (1) low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the CDBG assistance is expended (i.e., in which the CDBG project is occurring); and (2) participants in YouthBuild programs.
6. Section 3 Definitions [24 CRF 75]: Definitions for Section 3 terms per 24 CFR 75 are as follows: Section 3 Worker: An employee who currently fits (if hired more than five (5) years before starting work on the CDBG project), or fit at the time of hire (if hired within five (5) years of starting work on the CDBG project), at least one (1) of the following categories: (1) is employed by a Section 3 Business concern; or (2) is a low- or very low-income resident (i.e., a local person living within the Section 3 service area as defined in 24 CFR 75.5, with an individual annualized income at the time of hire (if hired within five (5) years of starting work on the CDBG project), or currently as of date of starting work on the project (if hired more than five (5) years before starting work on the CDBG project) that was/is at or below the low-income (80%) threshold established by HUD for a Family of 1 for the county in which the person lives) [Note: The HUD income threshold must be from the HUD Income Limits for the CDBG program that are in effect at the time of hire (if hired within five (5) years of starting work on the CDBG project), or currently in effect as of the date the worker started work on the CDBG project (if hired more than five (5) years prior to starting work on the CDBG project). The HUD Income Limits are updated annually, typically in March or April.]; or (3) is a YouthBuild participant. Targeted Section 3 Worker: An employee who is employed by a Section 3 Business concern; or who currently fits (or when hired fit) at least one (1) of the following categories as documented within the past five (5) years: (1) lives/lived within the Section 3 service area or the neighborhood of the CDBG project as defined in 24 CFR 75.5; or (2) is a YouthBuild participant. Section 3 Business concern: A business that fits at least one (1) of the following categories: (1) 51% or more owned by low- or very low-income persons; or (2) 75% or more of the labor hours are performed by low- or very low-income persons; or (3) 51% or more owned by current residents of public housing or Section 8-assisted housing. Section 3 Service Area: An area within one (1) mile of the CDBG project's location (i.e., street address); or an area within a circle centered around the CDBG project site that encompasses 5,000 people [if less than 5,000 people live within a one (1) mile radius of the CDBG project site].
   Reporting Labor Hours: CDBG Grantee and contractors and sub-contractors for the CDBG project shall report all worker (see exception on next page) * labor hours on the project as follows: (1) the total number of labor hours worked; (2) the total number of labor hours worked by Section 3 Workers; and (3) the total number of labor hours worked by Targeted Section 3 Workers. The labor hours reported shall include the total number of labor hours worked on the financially assisted project by workers employed by the CDBG Grantee, and employed by their contractors and sub-contractors, during the reporting period specified by HUD and the State CDBG Program. The labor hours reported may be based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance-based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting. [Note: Construction contractors required to maintain certified payroll records to meet federal labor standards requirements shall report actual work

hours as reported on the certified payroll records.] *Exception for positions that require an advanced degree or professional certification: Reporting of hours for positions requiring an advanced degree or professional certification is not required, but the hours may be reported to demonstrate Section 3 "best efforts". The CDBG Grantee, contractors and sub-contractors may report the labor hours by Section 3 Workers and Targeted Section 3 Workers without including labor hours from employees in positions requiring an advanced degree or professional certification in the total number of labor hours worked, but if the contract covers both work requiring an advanced degree or professional certification and other work, the labor hours for the other work under the contract that are not from employees in positions requiring an advanced degree or professional certification must still be reported. Section 3 Contract Requirements (post 11/30/2020 Grantee Awards) Form v.2021-09-01

7. Section 3 Benchmarks: The HUD Section 3 Final Rule (24 CFR 75) establishes "safe harbor" benchmarks that are quantitative benchmarks and prioritized qualitative efforts that funding recipients must complete to assist low- and very low-income persons with employment and training opportunities: (1) 25% or more of all labor hours worked must be worked by Section 3 Workers; and (2) 5% or more of all labor hours worked must be worked by Targeted Section 3 Workers. If the "safe harbor" benchmarks are not met over the course of the project, then the CDBG Grantee and contractors and sub-contractors for the CDBG project shall provide evidence of completing qualitative efforts to assist low- and very low-income persons with employment and training opportunities. Supporting documentation of these completed efforts must also be maintained in the CDBG Grantee's and contractors' CDBG project files, to be made available upon request for monitoring purposes.
8. Demonstrating Best Efforts: When the Section 3 benchmarks are not met, the CDBG Grantee and contractors and sub-contractors for the CDBG project shall demonstrate and report qualitative efforts made in an attempt to meet the benchmarks, which may include but are not limited to the following: (1) Engage in outreach efforts to generate job applicants who are Targeted Section 3 Workers. (2) Provide training or apprenticeship opportunities. (3) Provide technical assistance to help Section 3 Workers compete for jobs (e.g., resume assistance, coaching). (4) Provide or connect Section 3 Workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services. (5) Hold one or more job fairs. (6) Provide or refer Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare). (7) Provide assistance to Section 3 Workers to apply for/or attend community college, a four-year educational institution, or vocational/technical training. (8) Assist Section 3 Workers to obtain financial literacy training and/or coaching. (9) Engage in outreach efforts to identify and secure bids from Section 3 Business concerns. (10) Provide technical assistance to help Section 3 Business concerns understand and bid on contracts. (11) Divide contracts into smaller jobs to facilitate participation by Section 3 Business concerns. (12) Provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 Business concerns. (13) Promote use of business registries designed to create opportunities for disadvantaged and small businesses. (14) Conduct outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.
9. Recordkeeping & Reporting: The CDBG Grantee and contractors and sub-contractors for the CDBG project shall maintain all records demonstrating compliance with 24 CFR 75, including contracting information and documents, worker income certifications (for Section 3 Worker status determinations), and worker labor hours on CDBG project; and provide data and reporting documents as requested and required by the State CDBG Program and/or HUD. Grantee and contractor records may be monitored for compliance by the State CDBG Program and/or HUD.
10. Non-Compliance: Non-compliance with HUD's regulations in 24 CFR 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
11. Indian Housing Assistance Project Specifications: With respect to work performed in connection with

Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians; and (ii) preference in the award of contracts and sub-contracts shall be given to Indian organizations and Indian-Owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

FEDERAL RULES AND REGULATIONS

1. This Project is financed in whole or in part with assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to all applicable Federal laws and regulations. Contractor and its subcontractors must comply with all applicable HUD rules and regulations governing construction projects funded with Community Development Block Grant (CDBG) funds.

2. Prohibition of Use of Lead-Based Paint: Contractor agrees to comply with 24 CFR Part 35 adopted pursuant to the Lead-Based Paint Poisoning Prevention Act (42.U.S.C. 4831 et seq.) and all applicable rules and orders issued by HUD thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards. Every contract or subcontract, including painting, pursuant to which such federally assisted construction or rehabilitation is performed, shall include appropriate provisions prohibiting the use of lead-based paint.

3. Compliance with Environmental Laws: Contractor agrees to comply with 24 CFR 570.604 (environmental standards), including compliance with the Clean Air Act, as amended (42, U.S.C. 1857 et. seq.); the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318 et seq.), including inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308; and the regulations and guidelines of the Environmental Protection Agency (EPA) governing the work provided under this Contract. Contractor stipulates that any facility to be utilized in the performance of this contract or subcontract is not identified on the List of Violating Facilities issued by the EPA. Contractor shall give prompt notice of any notification received from the EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.

Contractor will include or cause to be included the criteria and requirements of this section (Compliance with Environmental Laws) in every subcontract and will take such action as the City may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this contract be utilized with respect to a facility which has given rise to a conviction under the Clean Air Act or the Federal Water Pollution Control Act.

4. Architectural Barriers Act and the Americans with Disabilities Act: Contractor shall comply with the following requirements as applicable to the Work performed under the Contract:

(a) The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

(b) The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

5. Inspections and Audits: At any time during normal business hours and as often as the City, HUD and/or the Comptroller General of the United States may deem necessary, Contractor shall make available to the City, HUD and/or representatives of the Comptroller General for examination all of its records with respect to all matters covered by this Contract and will permit the City, HUD and/or representatives of the Comptroller General to inspect all work, audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

5.1 Reports, Records, and Data:

a. The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, reports, estimates, records and other data as the Owner may request concerning work performed or the be performed under this contract.

b. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing the nature of the charges in proper detail. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible to the City.

c. The contractor shall retain all reports, records, and data related to this Project for a period of at least four years in accordance with federal retention laws.

5.2 Subcontracting:

a. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors concerning compliance with federal laws and HUD rules and regulations governing this Contract.
b. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor for compliance with federal laws and HUD rules and regulations.
c. Nothing contained in this contract shall create any contractual relations or privity of contract between any subcontractor and the City. Contractor agrees that subcontracts shall not contain pass-through provisions and any attempt to assign a pass-through right to a subcontractor shall be void and unenforceable.
d. The Contractor will insert all provisions and forms required by HUD in all subcontracts, including a clause requiring subcontractors to include said provisions and forms in any lower tier subcontracts, as applicable.

6. Davis-Bacon Act & Copeland "Anti-Kickback" Act and Regulations: The Contractor and its subcontractors shall comply with the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, and the regulations of the Secretary of Labor (29 CFR, Part 3), including all reporting, posting, recordkeeping, payroll, and prevailing wage rate requirements for federally assisted construction projects, all of which are incorporated herein by reference.

7. Contract Work Hours and Safety Standards Act: Contractor and its subcontractors shall comply with the Contract Work Hours and Safety Standards Act (40 USC, Chapter 5, Sections 326-332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR Part 70 to 240), which applies to contracts over $100,000 and requires that workers receive overtime compensation (time and one-half pay) for hours they have worked in excess of 40 hours in one week. When applicable, the City may enforce violations under this Act, which include liquidated damages of at least $10.00 per day per violation.

8 Employment and contracting opportunities: To the extent that they are otherwise applicable, Contractor and its subcontractors shall comply with:

(a) Executive Order 11246, as amended by Executive Orders 11375, 11478, *12086,* and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and

(b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135. Section 3 requires that to the greatest extent feasible opportunities for

training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

(i) The Contractor will send to each labor organization, or representative of workers with which he has a collective bargaining agreement, or other worker's representative of its commitments under Section 3, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(ii) The Contractor will include the Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the City, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the HUD.

(iii) For the purpose of Section 3, the Section 3 area is defined as the corporate limits of the City of Sherman, Texas. The Contractor or any subcontractor shall attempt to recruit from the Section 3 area and the Section 3 project area, the maximum number of lower income residents through: local advertising media, signs placed at proposed site for the project, and community organizations and public or private institutions operating within or serving the project area.

(iv) When lower income resident workers apply, either on their own initiative or on referral from any source, the contractor and subcontractors shall determine the qualifications of such persons and shall employ such persons if their qualifications are satisfactory and the contractor or subcontractor has openings. If the contractor or subcontractor is unable to employ the workers, such persons shall be listed for the first available opening.

(v) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, age, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed (and that employees are treated during employment) without regard to their race, religion, sex, age, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(vi) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, age, color, or national origin.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared

ineligible for further Government contracts or Federally-assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or vendor.

(ix) Noncompliance with HUD's regulation in 24 CFR Part 135 may result in sanction, terminations of this contract for default, and debarment or suspension from future HUD assisted contracts.

(x) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. section 450e) also applies to the work to be performed under this Contract. Section 7(b) required that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contract and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises, Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

9. Project Signs: If required under federal law or upon recommendation by HUD, the Contractor shall erect a sign at the project site identifying the project and indicating that the project is funded with Community Development Block Grant funding. The project sign shall be substantially in accordance with instructions provided by HUD, made from 3/4 inch plywood, placed in a prominent location, and maintained in good condition until completion of the project.

10. Debarment; Conflicts of Interest: Contractor represents and warrants that it will notify the City immediately if Contractor or any of its subcontractors are debarred or threatened with debarment by a federal department or agency in relation to any federally funded projects. Contractor shall ensure compliance with all federal, state, and local laws, rules, and regulations governing conflicts of interest.

11. 2 CFR 200: Contractor shall abide by all 2 CFR 200 rules and regulations regarding Federal Funds: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200

Davis-Bacon Act WD # TX20260249

"General Decision Number: TX20260249 01/02/2026
Superseded General Decision Number: TX20250249
State: Texas
Construction Type: Building
County: Grayson County in Texas.
BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).
Modification Number Publication Date
0 01/02/2026

ASBE0021-011 06/01/2025

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	$ 33.23	7.52

BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 33.17	24.92

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under	$ 32.35	13.10

IRON0263-004 06/01/2025

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 29.64	8.43

PLUM0100-009 11/01/2024

	Rates	Fringes
PIPEFITTER (Excludes HVAC Pipe Installation)	$ 39.76	14.04
PLUMBER (HVAC Pipe Installation Only)	$ 39.76	14.04

SUTX2014-025 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 19.95	0.00
CARPENTER	$ 15.81	0.00
CEMENT MASON/CONCRETE FINISHER	$ 13.27	0.00
ELECTRICIAN	$ 20.59	3.36
IRONWORKER, REINFORCING	$ 12.33	0.00
IRONWORKER, STRUCTURAL	$ 16.83	4.58
LABORER: Common or General	$ 10.00	0.00
LABORER: Mason Tender - Brick	$ 10.95	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.76	0.00
LABORER: Pipelayer	$ 13.00	0.35
LABORER: Roof Tearoff	$ 11.28	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 12.89	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.93	0.00
OPERATOR: Bulldozer	$ 18.29	1.31
OPERATOR: Drill	$ 17.60	0.50
OPERATOR: Forklift	$ 13.63	0.00
OPERATOR: Grader/Blade	$ 12.95	0.00
OPERATOR: Loader	$ 13.39	0.90
OPERATOR: Mechanic	$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 18.44	0.00
OPERATOR: Roller	$ 15.04	0.00
PAINTER (Brush, Roller, and Spray)	$ 13.46	2.49
PLUMBER, Excludes HVAC Pipe Installation	$ 22.27	4.81

ROOFER.....$ 16.53 0.00
SHEET METAL WORKER (HVAC Duct
Installation Only).....$ 21.04 5.28
SHEET METAL WORKER, Excludes
HVAC Duct Installation.....$ 21.31 4.66
TILE FINISHER.....$ 11.22 0.00
TILE SETTER.....$ 14.25 0.00
TRUCK DRIVER: Dump Truck.....$ 12.39 1.18
TRUCK DRIVER: Flatbed Truck.....$ 19.65 8.57
TRUCK DRIVER: Semi-Trailer
Truck.....$ 12.50 0.00
TRUCK DRIVER: Water Truck.....$ 12.00 4.11

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts

subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.
Union Rate Identifiers
A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the

example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers
The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS
1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination

c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination
On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

BID ENDORSEMENT

The undersigned Bidder hereby declares that he has visited the site(s) of work and has carefully examined the Contract Documents pertaining to the work covered by this bid. The Bidder hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the work within **180 calendar days** after the effective starting date for the Project as specified in the City's Notice to Proceed.
In the event of the award of a contract to the undersigned, the undersigned will furnish the following bond(s) in the full amount of the contract:

Performance Bond
Payment Bond
Maintenance Bond

Receipt is hereby acknowledged for the following addenda to the contract documents:

Addendum No. 1 dated _____ Received _____
Addendum No. 2 dated _____ Received _____

The undersigned, in submitting this Bid Proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire Bid Package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements. Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks completed. The undersigned further certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

BID Amount **$**_____

Demolition **$**_____

_____

Signature: _____

Title: _____

Address: _____

_____

Phone/email: _____

CONSTRUCTION AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS AND _____

The **City of SHERMAN, Texas**, a home-rule municipality ("SHERMAN"), and **-** _____ a _____ company ("Contractor"), enter into this Construction Agreement ("Agreement") for the **CDBG-Funded Old Settlers Park Playground Project**. SHERMAN and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, SHERMAN desires to engage Contractor to provide services in connection with the **CDBG-Funded Old Settlers Park Playground Project**. under the terms and conditions of this Agreement ("Project");

WHEREAS, SHERMAN issued a Request for Proposals, attached hereto as Exhibit A and incorporated herein for all purposes ('Bid Request"), seeking competitively sealed bids for the **CDBG-Funded Old Settlers Park Playground Project**. ; and

WHEREAS, Contractor timely submitted a sealed response to the Bid Request, attached hereto as Exhibit B and incorporated herein for all purposes ("Submittal"), seeking to provide such services for City; and

WHEREAS, based on Contractor's representations in response to the Bid Request, including those representations set forth in the Submittal, City has selected Contractor to provide the services sought in the Bid Request under the terms and conditions of this Agreement ("Project").

WHEREAS, Contractor has agreed to provide the services for the Project.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services.
   Contractor shall provide the services and deliverables that are set forth and described in the Agreement Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services"). The parties understand and agree that deviations or modifications to the scope of Services described in the Agreement Documents, in the form of one or more written change orders, may be authorized from time to time by SHERMAN ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the SHERMAN City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the SHERMAN City Council's authorization for the SHERMAN City Manager to execute said Change Order. Contractor

SAMPLE

agrees that SHERMAN's project managers, superintendents and/or inspectors are not authorized to issue verbal or written Change Orders.

2. Term.
Contractor shall mobilize on-site and commence performance of the Project (the "Mobilization Date") within ten (10) calendar days of the Effective Date of this Agreement (hereinafter defined) and shall complete the Services within one hundred eighty (180) calendar days of the Notice to Proceed. All obligations relating to time set forth herein are material and are of the essence of this Agreement. This Agreement shall remain in full force and effect until completion of the Project to SHERMAN's satisfaction. The obligations listed hereunder shall be fulfilled upon the completion of the Project to SHERMAN's satisfaction.

3. Compensation.
In exchange for the Services as described in the Agreement Documents, SHERMAN agrees to pay the Contractor in an amount not to exceed _____ and __ cents ($_____) for the completion of the Project contemplated by and in accordance with the Agreement Documents as follows:

On a monthly basis, Contractor shall submit a written invoice to SHERMAN for all Services completed in the immediately preceding month. The applicable portion of Contractor's Fee as reflected in each such invoice shall be due and payable by SHERMAN within thirty (30) days after SHERMAN finally accepts the Services described in each such invoice in accordance with the Agreement Documents and SHERMAN's ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising, except that SHERMAN is entitled to retain an amount equal to five percent (5%) of the Contractor's Fee, which shall be due and payable within thirty (30) days after Contractor completes the Project and SHERMAN finally accepts the same. Notwithstanding anything to the contrary herein, SHERMAN shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

Contractor and SHERMAN acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of SHERMAN, which fiscal year ends on September 30th of each year, shall be subject to SHERMAN City Council approval. In the event that the SHERMAN City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that SHERMAN shall be obligated to pay monies owed Contractor for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.
The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by

SAMPLE

reference for all purposes:

a. This Agreement;

b. The Bid Request, attached hereto as Exhibit A;

c. The Submittal, attached hereto as Exhibit B;

d. SHERMAN's Insurance Requirements, attached hereto as Exhibit C;

d. City of SHERMAN's Standard Construction Details (which is on file in with the City Engineering Department);

e. The Standard Specifications for Public Works Construction (North Central Texas Third Edition 1998) as amended and supplemented by the City of SHERMAN's Special Provisions to said Standard Specification, as amended (which is on file in the City Engineering Department);

f. Affidavit of Ownership, attached hereto as Exhibit D;

g. Conflict of Interest Questionnaire, attached hereto as Exhibit E;

h. Verifications Form (boycott Israel, firearm entities, energy entities) as Exhibit F

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D , Exhibit E or Exhibit F are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E, Exhibit F and Exhibit B shall prevail in that order.

SAMPLE

5. Liquidated Damages.
Contractor acknowledges and agrees that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, SHERMAN will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the parties agree that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, then Contractor shall pay SHERMAN the sum of two hundred fifty and 00/100 dollars ($250.00) for each calendar day in which the Services are not completed, not as a penalty but as liquidated damages for the damages that would be suffered by SHERMAN as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Services as required herein.

6. Payment, Performance and Maintenance Bonds.

Prior to commencing work under this Agreement, Contractor shall furnish to SHERMAN a payment bond and a performance bond, each of which shall be in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure SHERMAN is indemnified: (i) against any claims for nonpayment of any part of the construction or work performed in connection with the Project; and (ii) for the completion of the Project in accordance with this Agreement. Prior to SHERMAN's final acceptance of the Project, Contractor shall furnish to SHERMAN a two (2) year maintenance bond in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure the repair or remedy of any maintenance issues SHERMAN may have regarding the Project after SHERMAN finally accepts the same.

The bonds required by SHERMAN pursuant to this Section 5 must be: (i) good and sufficient bonds; (ii) in the amounts prescribed herein; and (iii) with a reputable and solvent corporate surety in favor of SHERMAN.

7. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

8. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in SHERMAN's Insurance Requirements, attached hereto as Exhibit C and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to SHERMAN. Contractor also shall comply with all other requirements set forth in Exhibit C.

9. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the SHERMAN City Charter. Contractor shall execute and deliver to SHERMAN the Affidavit of Ownership, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.

SAMPLE

In this connection, Contractor shall execute and deliver to SHERMAN the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit E and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

10. Indemnity.

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

IN ITS SOLE DISCRETION, SHERMAN SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY SHERMAN, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY SHERMAN IN WRITING. SHERMAN RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, SHERMAN IS UNDER NO

SAMPLE

OBLIGATION TO DO SO. ANY SUCH ACTION BY SHERMAN IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND SHERMAN OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY SHERMAN PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN SHERMAN-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF SHERMAN'S WRITTEN NOTICE THAT SHERMAN IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, SHERMAN SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY SHERMAN.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

11. Liability.
To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. SHERMAN assumes no such responsibility or liability. SHERMAN shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

12. Compliance with Laws; Standard of Care.
Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify SHERMAN in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

13. Termination.
SHERMAN is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

SHERMAN is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently perform the Services in an

SAMPLE

efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then SHERMAN shall have the right to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by SHERMAN shall not be deemed a waiver of any other right or remedy of SHERMAN.

If after exercising any remedy provided herein, the cost to SHERMAN of the performance of the balance of the work on the Project is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse SHERMAN for such excess, without waiver of any other right or remedy of SHERMAN.

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

14. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

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

16. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, SHERMAN has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

17. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall

SAMPLE

remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

18. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

19. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between SHERMAN and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

20. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

21. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

22. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

23. Headings.
The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

24. Indemnity.
The parties agree that the indemnity provision set forth in Section 10 herein is conspicuous and the parties have read and understood the same.

25. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by

SAMPLE

delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: _____
_____
_____
_____
Telephone: _____
Email: _____

If to SHERMAN, to: City of SHERMAN
Attn: Dr. Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: robbyh@cityofsherman.com

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

SAMPLE

26. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

27. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of SHERMAN; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between SHERMAN and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between SHERMAN and Contractor.

28. Incorporation of Recitals.

The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of SHERMAN and the authorized representative of Contractor.

29. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

30. Reference to SHERMAN.
When referring to "SHERMAN" herein, this Agreement shall refer to and be binding upon SHERMAN, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom SHERMAN is legally responsible.

31. Certifications Required by Texas Law.
In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms in this Section have the meanings ascribed to them in the referenced statutes if defined therein.

32. Debarment/Suspension.
SHERMAN is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. SHERMAN, Contractor and Contractor's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Contractor shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

33. Restrictions on Lobbying.
SHERMAN and Contractor are prohibited from using funds awarded under the Agreement for lobbying purposes. Contractor shall include a statement of compliance with this provision in applicable procurement solicitations and third-party agreements for work on the Project.

SAMPLE

34. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

35. Multiple Counterparts.
This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

[*Signature page follows*.]

SAMPLE

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager
Date: _____

ATTEST:

_____
Teri Fine, City Clerk

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Hullett, PC
Ryan D. Pittman, City Attorneys

_____
a _____

By: _____
Printed Name: _____
Title: _____
Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; that he acknowledged to me he is the _____ and duly authorized representative for _____ and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202_.

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

SAMPLE

CERTIFICATE OF INTERESTED PARTIES – FORM 1295 In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered on or after January 1, 2016. Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/filinginfo/1295/. Print your completed Form 1295, have it signed. Submit your completed Form 1295 to your City of Sherman department contact.

****DO NOT COMPLETE THIS FORM ON THE ETHICS WEBSITE UNTIL INSTRUCTED TO DO SO****

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name d.b.a. Assumed Name.

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared _____ (Full Name, hereafter "Affiant"), _____ (state title/capacity with Contracting Entity) of _____ (Contracting Entity's Corporate/Legal Name) ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

_____

(describe project or matter) which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

FOR PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP
[ ] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[ ] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

_____

_____

_____

Orig. Dept.: _____ File/I.D. No.: _____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. (NOTE: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.)

Contracting Entity

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

5% Owner(s) or More **(IF NONE, STATE "NONE.")**

Name: _____

Business Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

Residence Address (No./Street) _____

(City/State/Zip Code) _____

Telephone Number (_____)_____

Email Address (optional) _____

6. ***Optional Information***

Contracting Entity and/or _____ (Name of Owner or Non-Profit Officer) is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ (Contracting Entity, Owner or Non-Profit Officer) as follows:

AFFIDAVIT OF OWNERSHIP OR CONTROL

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (_____) _____

Tax Years _____

Status of Appeal (Describe) _____

_____

_____

_____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

_____
Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

_____
Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

END OF DOCUMENT

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____ _____

Name of signatory Signature Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City of Sherman Verifications and Certifications Required by Law

HOUSE BILL 89 – SECTION 2271 VERIFICATION Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract with the City of Sherman.

_____

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain,

and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the above-named company enter a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sherman.

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

b. does business with a company described by Paragraph (a) above; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended: Does not boycott energy companies currently; and Will not boycott energy companies during the term of the contract with the City of Sherman.

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. “Discriminate against a firearm entity or firearm trade association”

a. means, with respect to the entity or association, to:

i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

b. does not include:

i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;

ii. a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity ’s or association ’s status as a firearm entity or firearm trade association; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations currently; and Will not discriminate against a firearm entity or firearm trade association during the term of the contract with the City of Sherman.

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.0101, Texas Government Code, as amended:

1. “Critical Infrastructure” means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.

2. “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

3. “Designated Country” means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company’s or its parent company’s securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country “Cybersecurity” means” the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Signature Page to Follow

_____ Signature of Company Representative

_____ Date

_____ Position/Title

THE STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned notary public on this day personally appeared

_____, on behalf of _____(Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the___day of _____20__.

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF _____

CERTIFICATE OF INTERESTED PARTIES – FORM 1295 In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered on or after January 1, 2016. Form 1295 must be completed online. The form is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/filinginfo/1295/. Print your completed Form 1295, have it signed. Submit your completed Form 1295 to your City of Sherman department contact.

****DO NOT COMPLETE THIS FORM ON THE ETHICS WEBSITE UNTIL INSTRUCTED TO DO SO****

City's Insurance Requirements Exhibit B

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverage, with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

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

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

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

__ X	1. Worker's Compensation & Employers Liability	$100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
__ X	2. General Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__	3. Automobile Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__	4. XCU Coverage	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__	5. Professional Liability	Minimum $1,000,000.00 each claim Minimum $2,000,000.00 in the aggregate
__	6. Umbrella Coverage or Excess Liability	An amount of $2,000,000.0

X 7. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

X 8. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

X 9. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

X 10. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

X 11. The Certificate of Insurance must state the project title.

__ 12. Other requirements (stated below)

Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.

By signing this form, you agree to carry the insurance as outlined herein and provide a Certificate of Insurance to the City upon request.

_____
Company

_____
Company Agent Signature Printed Name

_____

_____
Date

****Remainder of this page intentionally left blank****

EXHIBIT B

Sherman
CLASSIC TOWN. BROAD HORIZON.

RFP 2026-13
CDBG-Funded Old Settlers Park Playground Project

Finance Dept. c/o Carla Hommel

May 11, 2026 @2 pm CST

WEBUILDFUN CREATING FUN FOR ALL

Section I

Cover Letter

CREATING FUN FOR ALL

Greetings,

Thank you for considering webuildfun, Inc. founded in 2004, for the City of Sherman Playground Old Settlers Park Playground Project RFP 2026-13. We are excited about the opportunity and look forward to working with you! We have carefully reviewed the RFQ documents to ensure we can provide you with a seamless process forward with our proposal.

We are an S Corporation employing over 50 employees in our local offices and field offices. We are headquartered in Allen, Texas with a field office in Austin and multiple office locations in Florida, Mississippi, Michigan and New Mexico, and we are a certified WBENC. Miracle Recreation offers the right price on the most extensive selection of playground equipment that meets the industry's highest standards of safety, durability, structural integrity, and accessibility around the world.

We work hard to be a single source provider for all your outdoor recreation equipment needs. This includes playground equipment, safety surfacing, shade structures, steel shelters, site furnishings and recreation sports equipment. We pride ourselves on our ability to get the job done on time and in budget with customer satisfaction at the forefront of everything we do.

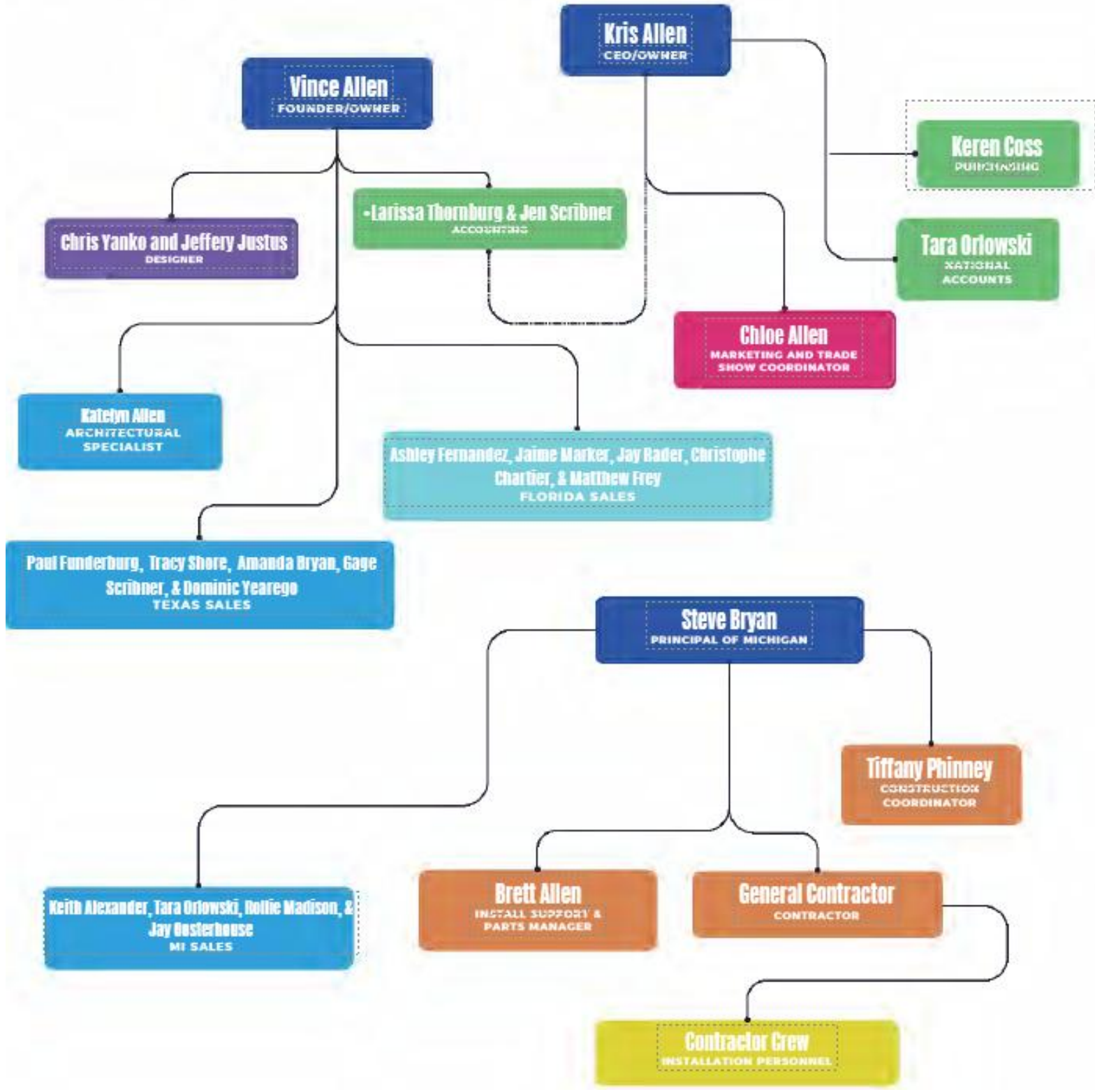
In creating the scope of work and design for the new playground at Old Settlers Park, webuildfun considered all aspects of the RFP requirements, available space, shade size and placement, and budget requirements to create a unique blend of play elements for the City of Sherman.

Each piece of equipment is carefully designed for safety and undergoes rigorous testing to ensure that it meets the highest standards. Our commitment to providing a safe, positive environment for children to play begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM, CPSC, SPSIA, IPEMA, CSA, EN. We not only comply with these standards and guidelines, but we also actively participate with ASTM and CPSC in their development and are active members of IPEMA.

If you have any questions regarding this proposal and accompanying information, please contact me at ka@webuildfun.com or (972) 658-7950.

webuildfun, inc.
CEO/Owner

STAFFING CONFIGURATION



WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

webuildfun inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: June 28, 2024
Expiration Date: June 28, 2026
WBENC National Certification Number: WBE2402132

WBENC National WBE Certification was processed and validated by Women's Business Council - Southwest, a WBENC Regional Partner Organization.

Authorized by Bliss Coulter, President & CEO
Women's Business Center

WOMEN'S BUSINESS COUNCIL Southwest

NAICS: 423910, 238990
UNSPSC: 49241500, 49241501, 49241502, 49241503, 49241509, 49241510, 49241512

Great Lakes Women's Business COUNCIL
WBEC FLORIDA
WBEC METRO NY
WBEC GREATER DMV
WBEA
WBEC EAST
WBEC ORV
WBEC PACIFIC
WBDC IGNITES BUSINESS GROWTH
WBEC WEST

Section II
Relevant Experience

Completed Projects

Completed Projects in the past 5 years

- webuildfun has completed more than 400 playground projects during the past 5 years.
- Total project values of more than $40 Million
- Examples of recently complete projects are shown on the next few pages.

Recent Completions for Planno ISD

34 playgrounds have been replaced over the past 3 years with 15 additional in progress for summer 2026. webuildfun is responsible for the entire scope of work as the general contractor including demolition and disposal of existing equipment/surfacing, site work including new sidewalks and play area borders, installation of play equipment, shade and surfacing, and complete site restoration.

Carlisle Elementary

Hughston Elementary

Meadows Elementary

REFERENCES

City of Allen
301 Century Pkwy, Allen, TX 75013
Matt McComb
Division Manager of Planning and Development
mmccomb@cityofallen.org
(214) 509-4721

Celina ISD
1205 South Colorado Celina, TX 75009
David Fink
Director of Construction
davidfink@celinaisd.com
(469) 742-9100 x. 1188

McKinney ISD
One Duvall St. McKinney TX 75069
Justin Price
Directory of Facilities
jtprice@mckinneyisd.net
(469) 302-4284

Section III
Licenses and Certifications

Key Personnel

COMPANY INFORMATION

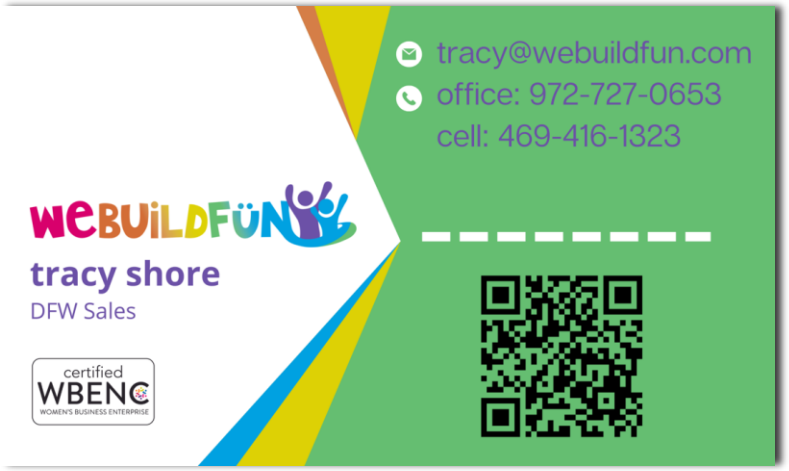
webuildfun, Inc.

Physical Address
103 W. McDermott Dr, Ste 300
Allen, TX 75013

Payment/Invoice Address
PO Box 29
Allen, TX 75013

o (972) 727-0683
f (972) 396-4994
www.webuildfun.com

Primary Contact Person



ORGANIZATIONAL CHART

Kris Allen Vince Allen	President/ CO-Owner VP/ Founder/ Co-Owner
Larissa Thornburg	Accounting
Steve Bryan	Construction Operations Manager
Tracy Shore	Account Manager
Mitch Beasley	Project Estimator
Robert Ferron	Project Superintendent
Brett Allen	Parts & Service Coordinator

CPSI

NATIONAL RECREATION AND PARK ASSOCIATION

National Recreation and Park Association

Let it be known that

ROBERT FERRON

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a

Certified Playground Safety Inspector

CHAIRPERSON

NRPA PRESIDENT AND CEO

Certified Playground Safety Inspector

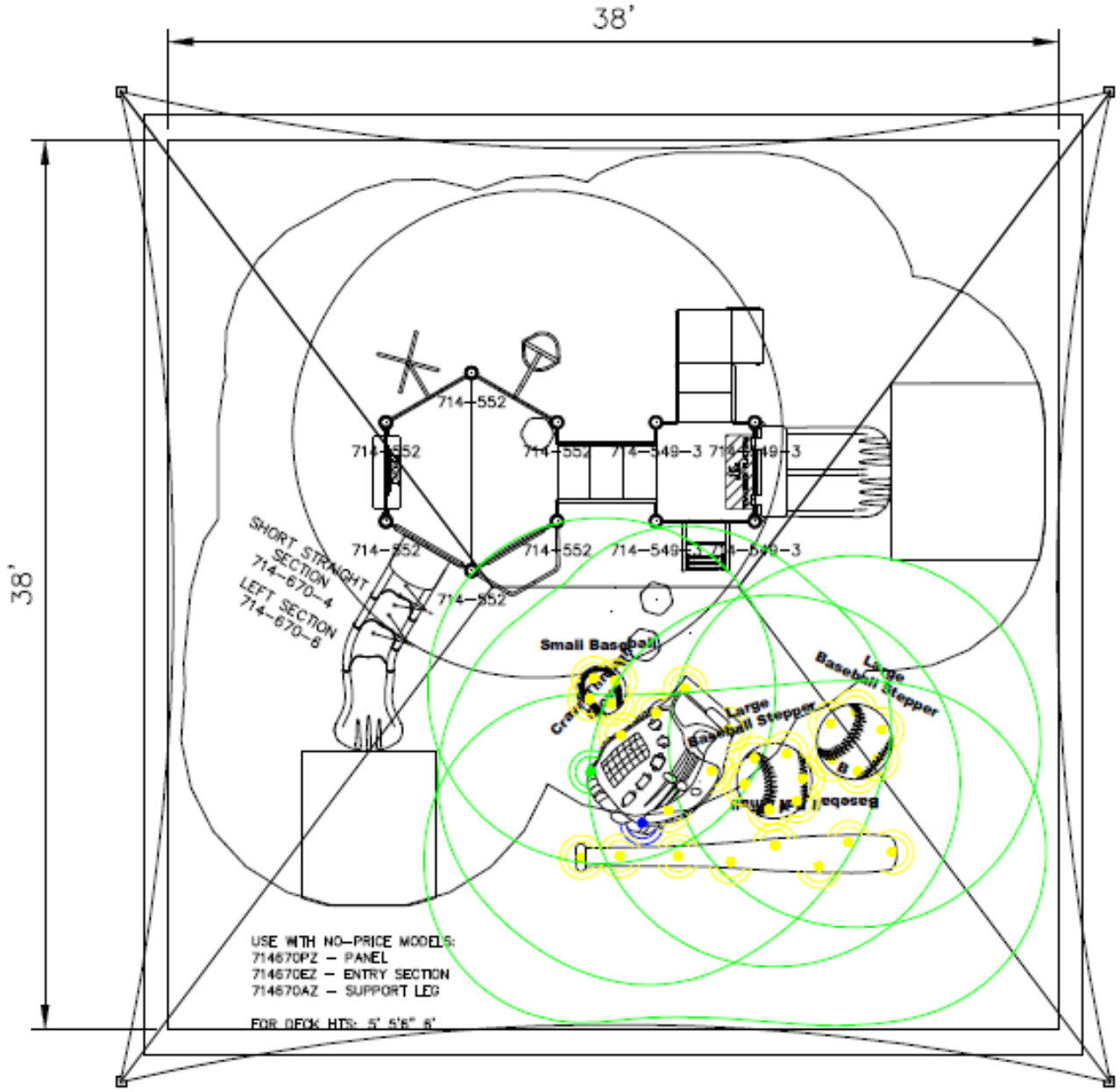
September 05, 2024
DATE CERTIFIED

62251-1027
CERTIFICATION NUMBER

October 01, 2027
EXPIRATION DATE

Section IV
Equipment

Old Settlers Park
Sherman, TX



Miracle

webuildfun, Inc
103 W. McDermott, #300
Allen,TX
PHONE NO: (972) 727-0653
FAX NO: (972) 396-4994

GROUND SPACE:

PROTECTIVE AREA:

DRAWN BY: Jeffrey Justus

DATE: 5/07/2026

26008624

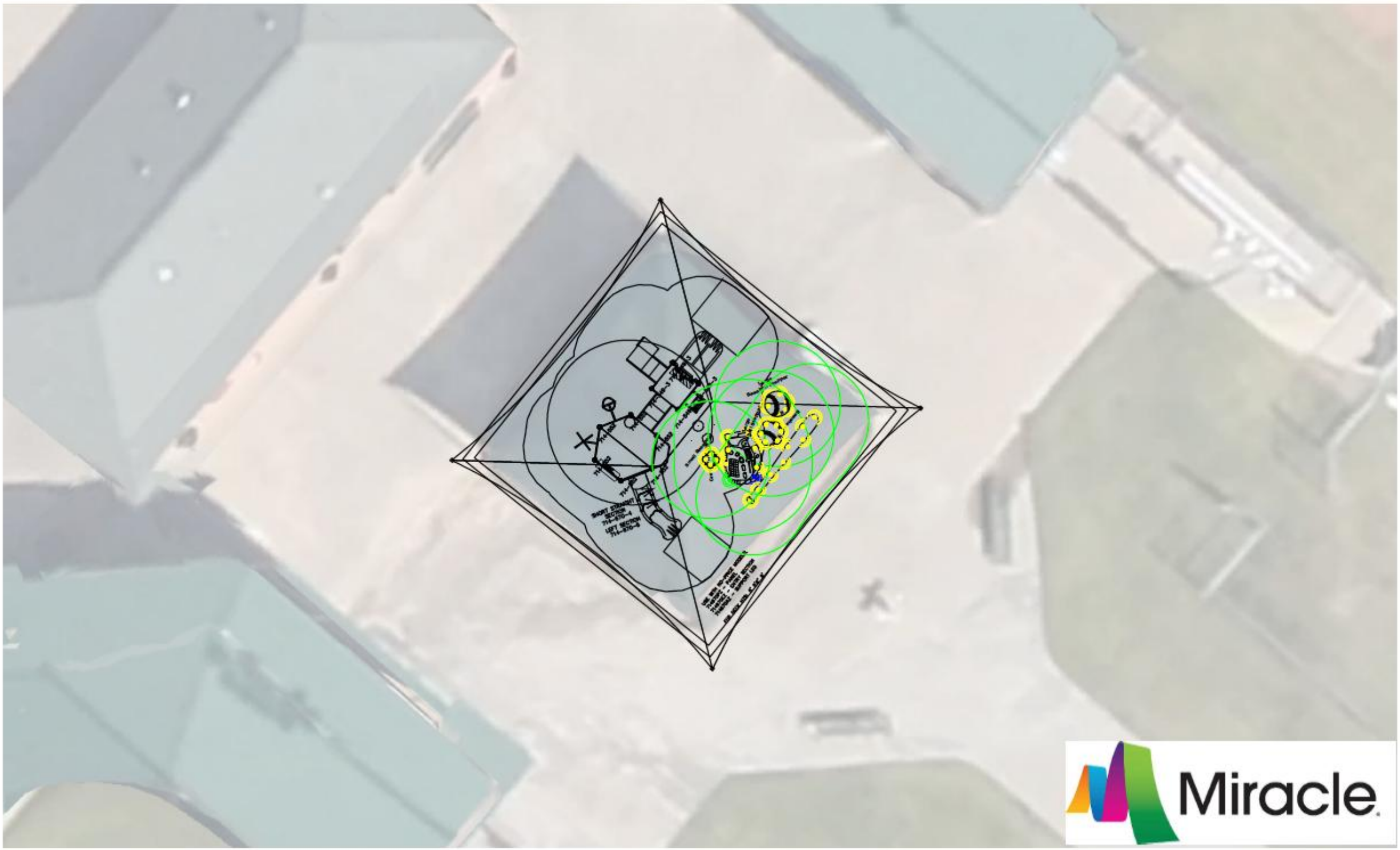
COMPLIES TO ASTM/CPSC

To promote safe and proper equipment use by children. Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

Old Settlers Park
Sherman, TX



webuildfun, Inc
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PHONE NO: (972) 727-0653
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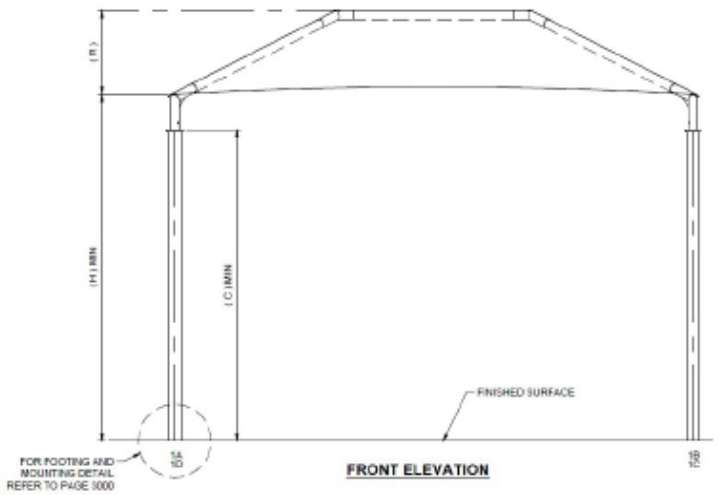
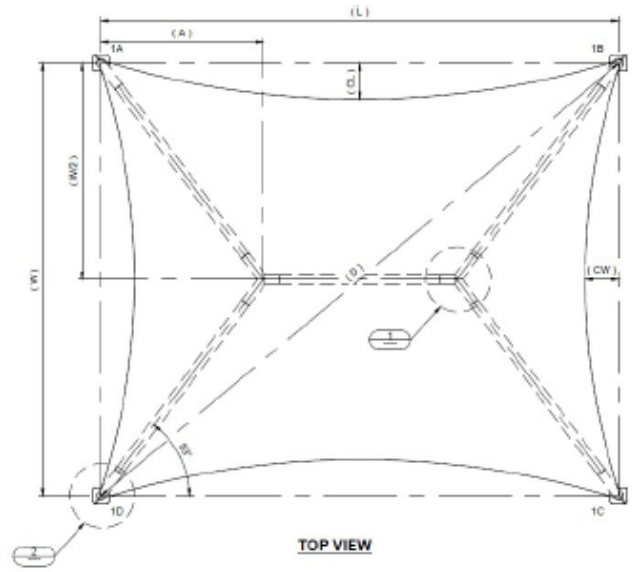
AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

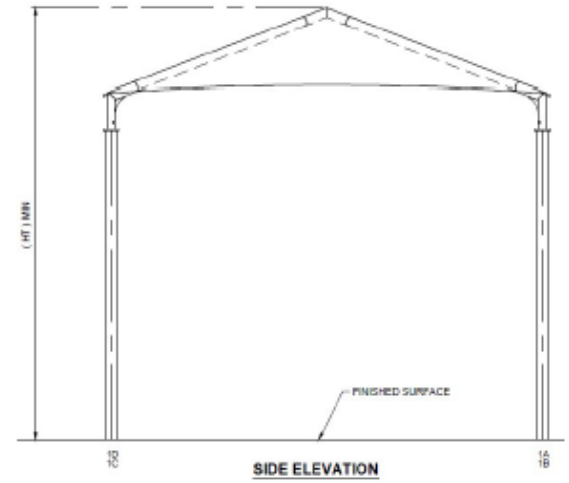
CUSTOMER NAME:	City of Sherman
PROJECT NAME:	Old Settlers Park
LOCATION:	Sherman TX
CONFIGURATION #:	Q-127493



FRONT ELEVATION



TOP VIEW



SIDE ELEVATION

GENERAL NOTES

DESIGN LOADS

BUILDING CODE	INTERNATIONAL BUILDING CODE 2024
LIVE LOADS	5 PSF
SNOW LOAD	5 PSF
WIND LOADS	115 MPH* 3-Sec. Gust, RISK CATEGORY II & EXPOSURE C

*- 115 MPH ACCORDING TO THE BASIC WIND SPEED MAPS OF ASCE 7-22 IS EQUIVALENT TO THE ALLOWABLE STRESS DESIGN WIND SPEED OF 90 MPH ACCORDING TO ASCE 7-22 AND IBC 2024 EQ 16-18.

ESTIMATED STEEL WEIGHT

Total Structure Weight	2,347 lbs
Single Column Weight	218.7 lbs
Total Upper Frame Weight	1021.6 lbs
Steel Sizes	HSS 5.00 x 5.00 x 0.250

TABLE OF DIMENSIONS

L	W	H	R	HT	D	RL	EL
40' 0"	40' 0"	14' 0"	7' 7"	21' 7"	56' 7"	9' 2"	25' 3"

USASHADE

CORPORATE HEADQUARTERS
2580 Esters Blvd, Ste 100
DFW Airport, TX 75261
800-966-5005

- NOT TO SCALE
- NOT FOR CONSTRUCTION OR PERMITS
- DUE TO REPRODUCTION, ACTUAL COLORS MAY DIFFER FROM REPRESENTATION

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CUSTOMER NAME:	City of Sherman
PROJECT NAME:	Old Settlers Park
LOCATION:	Sherman TX
CONFIGURATION #:	Q-127493

REINFORCED CONCRETE NOTES

1. CONCRETE WORK SHALL BE EXECUTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN CONCRETE INSTITUTE SPECIFICATION FOR STRUCTURAL CONCRETE ACI 301 AND BUILDING CODE ACI 318. CONCRETE SPECIFICATIONS SHALL BE AS FOLLOWS:
   - 28 DAY STRENGTH: 2500 PSI
   - SLUMP: 3-5
   - PORTLAND CEMENT SHALL CONFORM TO C-150
   - AGGREGATE SHALL CONFORM TO ASTM C-33
2. ALL REINFORCEMENT STEEL SHALL CONFORM TO ASTM A-615 GRADE 60; AND SHALL BE DETAILED, FABRICATED AND PLACED IN ACCORDANCE WITH THE LATEST ACI SPECIFICATION FOR STRUCTURAL CONCRETE ACI 301, ACI DETAILING MANUAL AND CRSI MANUAL OF STANDARD PRACTICE.
3. ALL ANCHOR BOLTS SET IN NEW CONCRETE (WHEN APPLICABLE) SHALL COMPLY WITH ASTM F-1554 GRADE 55 (GALVANIZED).
4. ALL NON-SHRINK GROUT SHALL HAVE A MINIMUM 28 DAYS COMPRESSIVE STRENGTH OF 5000 PSI, AND SHALL COMPLY THE REQUIREMENTS OF ASTM C109, ASTM C939, ASTM C1090, ASTM C1107, WHEN APPLICABLE.
5. SOIL PARAMETERS FOR FOOTING ANALYSIS; TABLE 1806.2, CLASS : 5 - 1500(PSF)
6. FOR SPREAD FOOTING, EDGE OF COLUMN OR ANCHOR BOLTS MUST BE SET AT LEAST 12" FROM THE EDGE OF SPREAD FOOTING EDGE.
7. SPREAD FOOTING ALLOWED TO BE ROTATED AS REQUIRED.
8. ANCHOR ROD Sets,7/8"x24" F1554 GR55, Qty 16

NOT FOR CONSTRUCTION OR PERMITS

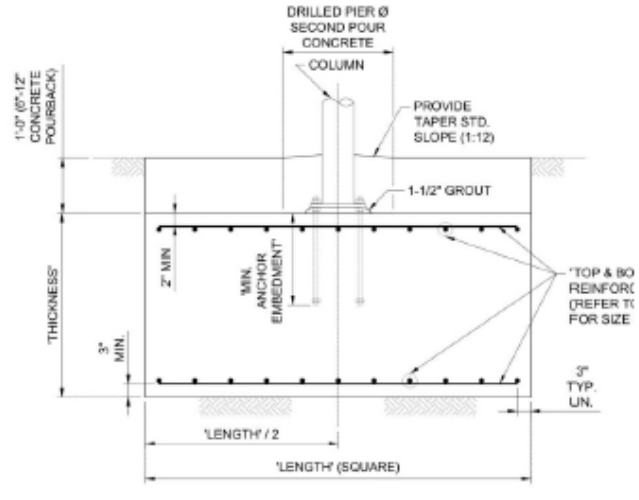
NOTE: ADDITIONAL INSTALLATION COSTS FOR SPREAD FOOTING

TABLE FOR NON-CONSTRAINED DRILLED PIER FOOTING

DIAMETER	DEPTH	VERTICAL REBAR		TIES			MIN. COLUMN EMBEDMENT (EMBED)	MIN. ANCHOR EMBEDMENT (RECESS. & SURFACE)
(FT)	(FT)	QTY.	SIZE	QTY.	Ø LOOP (FT)	SIZE	(IN)	(IN)
2.0	8.0	6	#6	13	1.5	#3	33	19

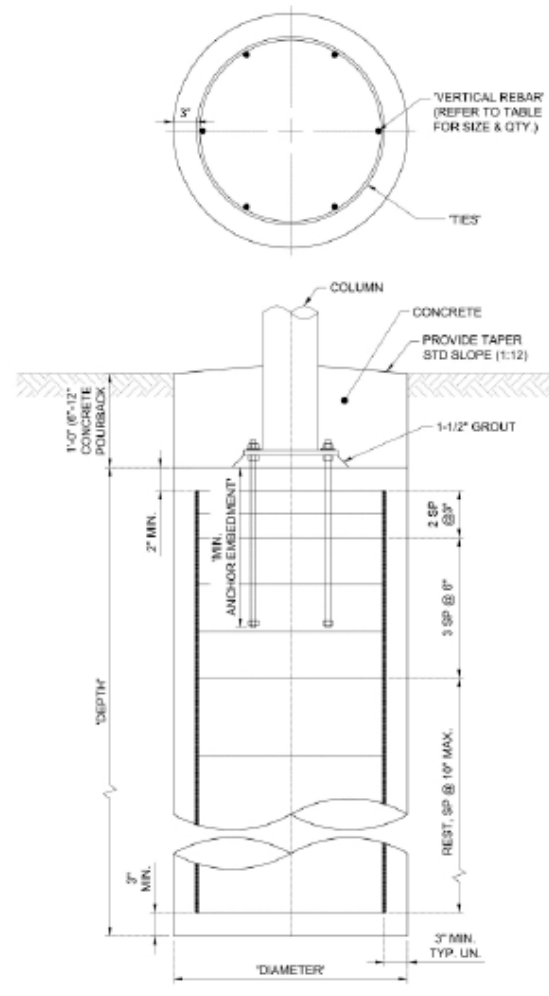
TABLE FOR NON-CONSTRAINED SPREAD FOOTING

LENGTH	THICKNESS	TOP AND BOTTOM REINFORCEMENT					MIN. COLUMN EMBEDMENT (EMBED)	MIN. ANCHOR EMBEDMENT (RECESS. & SURFACE)
(FT)	(FT)	QTY.	SIZE	SPACING (IN)			(IN)	(IN)
5.5	3.00	8	#5	@	8.5"	O.C.E.W.	33	19



SPREAD FOOTING TYPE

RECESSED BASE PLATE
SCHEMATIC VIEW ONLY
REFER TO TABLE FOR VARIABLE DIMENSIONS



DRILLED PIER FOOTING TYPE

RECESSED BASE PLATE
SCHEMATIC VIEW ONLY
REFER TO TABLE FOR VARIABLE DIMENSIONS & QTY.

USASHADE

CORPORATE HEADQUARTERS
2580 Esters Blvd, Ste 100
DFW Airport, TX 75261
800-966-5005

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Decks
Blue

Metals
Cobalt
Light Grey
White

Plastics
Blue
Red
White

Shade Fabric
Royal Blue

Actual colors may vary. We work hard to ensure are our renderings are as life-like as possible.

Old Settlers Park
Sherman, TX
26008624

WEBUILDFUN

Miracle

Decks
Blue

Metals
Cobalt
Light Grey
White

Plastics
Blue
Red
White

Shade Fabric
Royal Blue

Actual colors may vary. We work hard to ensure are our renderings are as life-like as possible.

Old Settlers Park
Sherman, TX
26008624

WeBuildFun

Miracle

Decks
Blue

Metals
Cobalt
Light Grey
White

Plastics
Blue
Red
White

Shade Fabric
Royal Blue

Actual colors may vary. We work hard to ensure are our renderings are as life-like as possible.

Old Settlers Park
Sherman, TX
26008624

Decks — Blue

Metals — Cobalt, Light Grey, White

Plastics — Blue, Red, White

Shade Fabric — Royal Blue

Actual colors may vary. We work hard to ensure are our renderings are as life-like as possible.

Old Settlers Park
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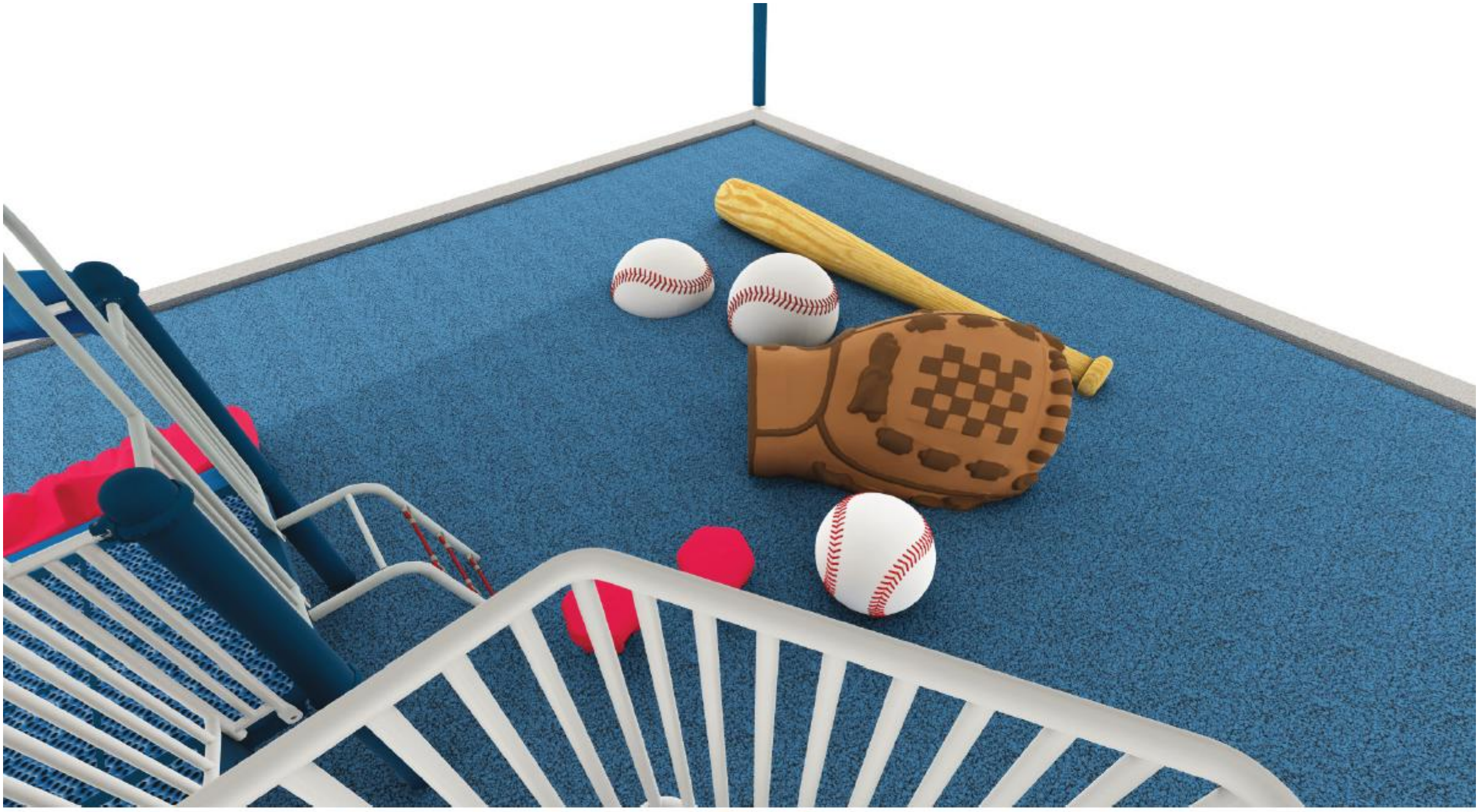

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Actual colors may vary. We work hard to ensure are our renderings are as life-like as possible.

Old Settlers Park
Sherman, TX
26008624

WEBUILDFUN

Miracle

No Fault® Safety Surface for Playgrounds

No Fault Safety Surface (NFSS) is comprised of the highest quality EPDM or TPV rubber granules blended with a polyurethane binder. NFSS is poured-in-place and professionally installed on site as a 2-layer system for playgrounds. The bottom impact absorbing layer is made of clean, recycled rubber buffing. The top decorative wear layer consists of high quality EPDM or TPV rubber granules. The wear layer is available in a wide variety of color blends and provides the option to create fun, themed designs.

Utilizing our exclusive hand troweling and screed rod method, No Fault Safety Surface Playground System is engineered on site by our certified installation crew.

The complete No Fault Safety Surface System is designed to provide a resilient, porous, and seamless playground safety surface. It is the absolute best playground safety surface available for fall protection and ADA accessibility.

No Fault provides coast-to-coast installation service to ensure consistent quality and premium customer service for all of our poured-in-place surfaces!

DEPTH	FALL HEIGHT
1.75"	4'
2.25"	5'
2.5"	6'
3"	7'
3.5"	8'
4.5"	9'
5"	10'
6.5"	12'

Standard Color Blends

50% Tan
50% Black

50% Green
50% Black

50% Blue
50% Black

50% Terra Cotta
50% Black

Features & Characteristics

- Recycled / Environmentally Friendly
- Seamless & Accessible
- Porous & Slip Resistant
- Freeze / Thaw Resistant
- Customizable Designs
- Clean / Non-Toxic

Added Values

- Superior Customer Service
- Proven Durability
- IPEMA Certified
- ASTM, CPSC, & LEED Compliant
- ADA Accessible
- Experienced Craftsmanship
- Factory Warranty
- Reduced Maintenance Cost
- Enhanced Safety

Section V
Schedule

The following preliminary schedule is provided for reference.

The actual schedule may vary, however, completion will be within 180 days maximum.

1. Contract Executed / Receive Notice to Proceed (NTP)
2. Preconstruction Meeting and Project Schedule Complete (+7 days from NTP)
3. Order Play Equipment and Shade Engineering (+7 days from preconstruction meeting)
4. Receive Engineering and submit for Permit with City (+3-4 weeks from Order)
5. Permit Approved and Shade Equipment Release to Manufacture (+2 weeks from permit request)
6. Demo, Disposal and Site Work Complete (+4 weeks after permit approval)
7. Equipment Delivered to Site (+10-12 weeks from Order)
8. Install equipment, borders and ADA ramp (complete +2 weeks after equipment delivered)
9. Installation of PIP surfacing (complete +1 week after equipment installation)
10. Site cleanup and Restoration (complete +1 week after PIP installation
11. Final inspection and acceptance (scheduled after installation is complete)

Section VI
Cost

WEBUILDFUN
PO Box 29 | Allen, TX 75013

A Miracle Recreation Dealer for North, Central, West and the Panhandle of Texas, Florida, Michigan, Mississippi and New Mexico

Sales Consultant
Estimating Team +14695847443

CUSTOMER INFORMATION	
Customer:	City Of Sherman
Contact:	
Contact Info:	
Project Name:	City of Sherman Old Settlers Park - Playground+
Install Address:	1609 N Harrison Ave, Sherman, TX 75090
End User:	City of Sherman
Ship to Address:	103 E Coats Dr, Allen, TX 75002

QUOTE	
20260511-0003305	
Quote Date	Valid Until
05/11/2026	06/10/2026
Estimated Delivery	Estimated Install
16-18 Weeks	TBD
Thank you for the opportunity!	

ITEM	DESCRIPTION	QTY	EACH	TOTAL
Demolition	Removal and Disposal of existing playground, shade, and surfacing	1	$6,630.00	$6,630.00
Site Work	Saw cut existing concrete to new playground dimensions. Excavate to proper depth for proper PIP surfacing.	1	$5,850.00	$5,850.00
Drainage	Estimate for saw cut existing sidewalks (maximum distance of 50'), excavate and install 4" perforated ADS drain pipe with sock as needed incapsulated with drainage rock, and repair damage to concrete. Final scope of work to be determined in coordination with the City's engineering department.	1	$6,370.00	$6,370.00
Miracle Equipment	Miracle playground equipment design number 26008624	1	$41,478.66	$41,478.66
Miracle Discount	Discount on Standard Miracle Recreation Equipment	1	$-14,517.53	$-14,517.53
Miracle Equip Freight	Shipping of Miracle playground equipment	1	$1,613.22	$1,613.22
UPC Parks	-Baseball Glove Tunnel -Baseball Small (24") -Baseball Bat Small -Baseball Stepper Large "A" & "B"	1	$23,178.48	$23,178.48
Playground Equip Freight	Shipping of UPC Parks playground equipment	1	$4,764.50	$4,764.50
Playground Equipment Install	Installation of playground equipment listed above	1	$26,000.00	$26,000.00
USA Shade	40' x 40' Hip Shade with 14' entry height and one (1) Shadesure fabric - Frame Color: TBD; - Shade Color: TBD - Recessed Base Plate mounting, includes anchor bolts	1	$14,993.26	$14,993.26
Shade Freight	Shipping of Shade equipment listed above	1	$1,211.70	$1,211.70
Engineered Drawings - Shade	Engineered Drawings, Electronic Stamped	1	$845.00	$845.00
Shade Install	Installation of new shade equipment listed above including concrete footers	1	$18,850.00	$18,850.00
Permit	Permit application, preparation, and processing	1	$1,300.00	$1,300.00
PIP	Deliver and install 50% Black/50% Color poured-in-place rubber safety surfacing for critical fall height per manufacturers' recommendation. Customer is responsible for providing security after installation of PIP color wear course for 24 hours to ensure the surface is not damaged while curing.	1	$35,050.80	$35,050.80
			Non-Taxable Items Subtotal	$173,618.09
Provide Sales Tax Exemption Certificate if Tax Exempt. Final Prices Subject to State and Local Sales Tax			Total	$173,618.09

Section VII
Warranties

EQUIPMENT WARRANTY

Miracle® Limited Warranty

Miracle Recreation Equipment Company warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

Buyer agrees that products sold by Miracle Recreation Equipment Company carry only the following warranties:

1. **LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT:** Aluminum deck posts, steel deck posts, VersaLok® fastening system, cast aluminum parts, and stainless steel hardware.
2. **LIMITED FIFTEEN (15) YEAR WARRANTY:** All rigid steel playground components, decks, steps, and weldments, rotationally molded and sheet plastic components, plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.
3. **LIMITED TEN (10) YEAR WARRANTY:** Fabric shade steel frames, and Shadesure™ and Colourshade FR fabrics (Note Exception: Limited Five (5 Year Warranty on Shadesure™ fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)
4. **LIMITED EIGHT (8) YEAR WARRANTY:**
   - Fiberglass signage, precast PolyFiberCrete or precast concrete products.
   - Integrated shade fabric and components against rot, UV deterioration and defects in materials and workmanship (Note Exception: Limited Three (3) Year Warranty for fabric in shades of red).
5. **LIMITED FIVE (5) YEAR WARRANTY:**
   - Heavy duty diamond barrier mesh and Kidrox™ Climbing Rocks.
   - Mira-Therm™ PVC coating against cracking or peeling.
   - Park and Site Amenities (i.e. benches, tables, trash receptacles, etc.).
   - GFRP (Glass Fiber Reinforced Polymer) Products.
   - Accessible swing seats latch and hinge mechanism.
   - Steel core cable nets and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or facing of cable coating).
6. **LIMITED THREE (3) YEAR WARRANTY:** Flexible belting, plastic border timbers and accessories, and electronic panel speakers, sound chips, and circuit boards.
7. **LIMITED ONE (1) YEAR WARRANTY:**
   - Slashproof Swing Seats, 360° Bucket Tot Swing Seats, and Tuff Net no climbing mesh.
   - Pool slide support structures, stairways, landings and railings.
   - All other products, components and custom pieces that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers and bearings, swivels, chains, whirls, springs and flexible components, and all high wear items, such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products.
8. **LIMITED SIX (6) MONTH WARRANTY:**
   - PlaySoleil solar-powered light.

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Miracle in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle does not warranty that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued color. Miracle may elect to inspect the alleged defect at Buyer's site or at Miracle's facility. Buyer shall not return products to Miracle unless authorized by Miracle to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Miracle may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) of similar functionality free of charge to the site. Miracle's limited warranties do not cover the cost of labor to remove defective or non -conforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri.

LIMITATIONS: All warranty periods begin on the date of Miracle's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Miracle or a Miracle authorized reseller, and are not transferrable.

Warranties apply only to Miracle products that are erected and installed in conformance with Miracle's installation instructions, and that are maintained and inspected in conformance with Miracle maintenance and operational instructions.

Unless manufactured with coastal coatings, product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty for defects caused by corrosion.
Warranties specifically do not cover Miracle products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade (except for shade fabric as noted above), discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Miracle parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere, without pre-approval by Miracle;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray unless the product is manufactured with coastal coating, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFICT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

Prices are subject to change without notice and are exclusive of installation, surfacing, transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, and other changes.

WEBUILDFUN

SHADE WARRANTY

Statement of Limited Warranty

- The structural integrity of all supplied steel is warrantied for ten years.
- If assembly is provided by the Company, workmanship covering the labor for the removal, assembly and cost of shipping will be covered for one year.
- All steel surface finishes are warrantied for one year.
- Serge Ferrari Prècontraint PVC fabric materials carry a manufacturer's 10-year pass through limited warranty. Please refer to the attached document for warranty details.

General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if installation is provided by the Company, upon date of completed installation.
- At its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not warranty that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the continued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the company at warranty@usa-shade.com for more details.
- All warranty claims covering Company supplied structures, products and services must be submitted by Purchaser or Owner in writing to the Company within ten days from the date of discovery of the alleged defect and must include a detailed description and photographs of the alleged defect or problem. Warranty claims should be submitted by email to: warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
  - the supplied structures, products, services and/or labor are not paid for in full;
  - the structures are not assembled in strict compliance with USA SHADE specifications when installation is not performed by USA SHADE;
  - any changes, modifications, additions or attachments are made to the structures in any way, without prior written approval from the Company and unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by: o normal wear and tear;
  - misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
  - ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
  - use, maintenance, neglect, repair and/or service inconsistent with the Operation and Maintenance Manual.
- The limited warranties explicitly exclude:
  - workmanship related to assembly not provided by the Company or its agents;
  - fabric curtains, valances and flat vertical panels;
  - fabric canopies installed on structures that were not engineered and originally supplied by the Company;
  - Normal variations in the appearance of galvanized steel.

WEBUILDFUN

PIP WARRANTY

NO FAULT LLC
6750 Exchequer Dr,
Baton Rouge, LA 70809
225•215•7760 www.nofault.com

NO FAULT SAFETY SURFACE PRODUCT WARRANTY

Project Name: Project Name
Address: Address
City State Zipcode

NF Job No,: 23•XXXX•NFSS
Customer: Customer Name
Date of Completion: _____

NO FAULT LLC ("NF") warrants to the original purchaser (established as "Customer" above) that the No Fault Safety Surface ("NFSS"), installed under the above referenced Project, will conform to the NFSS specifications and remain free from defects in materials and workmanship for a period of five (5) years, per the terms and conditions provided herein. This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Customer.

This limited warranty shall provide for repairs or replacement of any defective materials or workmanship in the surface area(s) that fail during the warranty period. This warranty shall commence on the date of substantial completion (as established above) and shall provide for one hundred (100%) of the cost to repair or replace the failed area(s) for a period of one year. Thereafter, the warranty covers eighty percent (80%) of the cost to repair the affected areas from the first anniversary of substantial completion until the second anniversary of substantial completion. Thereafter, the warranty covers sixty percent (60%) of the cost to repair the affected areas from the second anniversary of substantial completion until the third anniversary of substantial completion. Thereafter, the warranty covers forty percent (40%) of the cost to repair the affected areas from the third anniversary of substantial completion until the fourth anniversary of substantial completion. Thereafter, the warranty covers twenty percent (20%) of the cost to repair the affected areas from the fourth anniversary of substantial completion until the fifth anniversary of substantial completion, at which date NF's obligations under this warranty are terminated.

All warranty claims shall be made in writing to NF within thirty (30) days of the Customer's knowledge thereof. The written notification from the Customer shall include the following: the date of the first notice of the failure, details of the failure, photos of the failed area and a request for a warranty claim meeting with NF at the installation site (if applicable). NF shall determine the validity of all claims after sufficient evidence has been gathered. NF shall then replace, repair, or make a refund for any claims validated by it. Any refund, credit or allowance provided to the Customer on a warranty claim is exercisable only if said allowance is used to accommodate replacement with NF's then current surfacing system. NF's liability for warranty claims shall in no event exceed the cost of repair or replacement of such area(s) that have failed. Customer agrees that in no event shall NF have any liability to Customer for loss of use or loss of profits or any form of consequential damages.

Any dispute as to whether and to what extent there is a NFSS failure and subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between NF and Customer in order to achieve a mutually agreeable solution. If a solution cannot be reached within thirty (30) days, then either the Customer or NF may submit the matter to an accredited arbitrator who is a member of the American Arbitration Association and who shall make a determination in accordance with the rules and regulation of the American Arbitration Association. The decision of the Arbitrator shall be binding on both parties.

This warranty does not include normal wear and tear, discoloration or fading as a result of ultraviolet rays, shrinkage (which is an inherent characteristic of elastic rubber), any damages to the surface during the curing period, or improper sub-base design or construction, including but not limited to surface cracking along expansion joints or separating from an adjacent border, curb, walkway, or existing surface. If the underlying sub-base materials fail for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving), then NF's warranty shall be rendered invalid. Excessive seaming caused by graphics (other than large scale color changes or cold joints) are non-warrantable items.

NF is under no obligation or responsibility to repair and/or replace the NFSS product if damaged by lawn and landscaping equipment; vehicular traffic; vandalism (including burns, cuts, gouges, etc.); product misuse, abuse or alteration; improper drainage; improper or lack of maintenance; any foreign residue that may be deposited on the surface; any foreign matter from surrounding areas (i.e. any substance other than those indicated on NF's MSDS sheets) that may be siphoned through, migrated in, lodged in and/or harden the surface; sharp objects (high heels, spikes, etc.); use of unapproved cleaning materials; or acts of God.

Specifically regarding Underwater, Water Play, and Pool-deck applications, foreign or excessive chemicals in the water can cause potential damage to the NFSS product resulting in fading, chalking, bleeding, and/or degradation. Pool chemicals and water treatments such as "Ozone" and chlorine levels with a ppm of greater than 3 will harm and degrade the NFSS, NF will not warrant the NFSS product when foreign or excessive chemicals are used in or around the surface installation. NF will not warrant against mold or mildew caused by improper drainage and/or improper sloping around the pool area, sauna area, steam area or shower area. Recommended minimum slope for positive drainage is 2% for areas over 2000 SF.

Customer acknowledges that the limited warranty will be voided if the Customer fails to follow the NFSS Maintenance Guidelines (attached hereto); keep maintenance and impact attenuation testing records; or fails to make payment in a timely manner as per the terms and conditions of the agreed contract. Customer also acknowledges and agrees that it will not, under any circumstance, make alterations to the NFSS product without the written authorization of NF. Any unauthorized alteration by the Customer could result in the termination of any existing warranty for the NFSS and shall also give rise to the duty of the Customer to hold harmless, defend and indemnify NF from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

WARNING: Surface areas can become extremely hot due to exposure of direct sunlight. Shoes and/or socks must be worn at all times. Customer is responsible for proper supervision of children when in contact with the surface. In addition, warning signs are recommended to be posted in all areas to prevent small children from touching or crawling on to surface areas that may be hot due to extended sun exposure in excessive temperatures. During winter and/or seasons when temperatures fall below 32°F, the impact attenuation performance of the NFSS system can be compromised. In this case, it is recommended to discontinue use until surface is no longer frozen. No Fault assumes no liability to such exposure of surfacing temperature as this should be monitored prior to use of surfacing. No Fault also assumes no liability to the expansion and contraction of the surfacing during freeze/thaw events.

NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATION OR PROMISES EXCEPT AS STATED HEREIN, THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. NF SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

NO FAULT LLC: _____
Must be signed by NFLLC Authorized Representative

Warranty issue date: _____

WEBUILDFUN

WORKMANSHIP WARRANTY

WORKMANSHIP WARRANTY

We, webuildfun, Inc., hereby warrants our work to be free from defects for a period of 1 year from the date of substantial completion and acceptance.

We agree to repair or replace to the satisfaction of the Owner, at no expense to the Owner, any and all work that proves to be defective in workmanship or materials or is not meeting the specification requirements within the previously stated time period, together with any other work which may be damaged or displaced as a result of these defects.

In the event of our failure to comply with the above conditions within a reasonable time after being notified to these defects, we collectively and separately, do hereby authorize the Owner, to proceed to have the defects repaired and made good at our expense, and will pay the cost and charges therefore immediately upon demand.

Sincerely,

webuildfun, Inc.
Vince Allen, President
972-727-0653
vaA@webuildfun.com

Section VIII
Required Documents

WEBUILDFUN INC ● Active Registration

View | Update | More

Unique Entity ID:
Y56ATM9JKB15

CAGE/NCAGE:
5PZF2

Doing Business As:
(blank)

Physical Address:
103 W McDermott Dr Ste 300
Allen, TX 75013-8061 USA

Expiration Date
Mar 24, 2027

Purpose of Registration:
All Awards

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Texas 500 N. Central Expressway #550 Plano TX 75074	CONTACT NAME: Judith Webb PHONE (A/C, No, Ext): (972) 331-3722 FAX (A/C, No): E-MAIL ADDRESS: judith.webb@assuredpartners.com
INSURED WEBUINC-02 WEBUILDFUN, INC. PO Box 29 Allen TX 75013	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Cincinnati Specialty Underwriters Insurance Co — 13037 INSURER B : The Cincinnati Insurance Company — 10677 INSURER C : Accident Fund Insurance Company of America — 10166 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 676958281 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CSU0029171	6/23/2025	6/23/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			EPP 0086452	6/23/2025	6/23/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			CSU0101696	6/23/2025	6/23/2026	EACH OCCURRENCE	$ 3,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		N / A	100059866	6/23/2025	6/23/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Contractors Equipment Installation Floater			EPP 0086452	6/23/2025	6/23/2026	Contr Equip Limit Install Floater Limit	59,250 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The general liability and auto liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder when required by written contract. The general liability policy contains a special endorsement with "primary and non-contributory" wording. The general liability, auto liability & worker's compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature when required by written contract. The general liability and auto policies include a blanket notice of cancellation to the certificate holder's endorsement, providing for 30 days advance notice if the policy is cancelled by the company other than for nonpayment of premium. Umbrella coverage follows form of the underlying policies.

CERTIFICATE HOLDER

WEBUILDFUN, INC.
PO Box 29
Allen TX 75013

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brady KGo

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AFFIDAVIT OF
OWNERSHIP OR CONTROL

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name d.b.a. Assumed Name.

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared Paul Funderburg (Full Name, hereafter "Affiant"), Owner's Representative (state title/capacity with Contracting Entity) of webuildfun, inc. (Contracting Entity's Corporate/Legal Name) ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

RFP 2026-13 CDBG-Funded Old Settlers Park Playground Project

(describe project or matter) which is expected to be in an amount that exceeds $50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

FOR PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP
[X] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[ ] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

AFFIDAVIT OF
OWNERSHIP OR CONTROL

Orig. Dept.: _____ File/I.D. No.: _____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. (NOTE: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.)

Contracting Entity

Name: webuildfun, inc.

Business Address (No./Street): 103 W McDermott Dr, Suite 300
(City/State/Zip Code): Allen, TX 75013
Telephone Number: (972) 727-0653
Email Address (optional): paul@webuildfun.com
Residence Address (No./Street): _____
(City/State/Zip Code): _____
Telephone Number: (____) _____
Email Address (optional): _____

5% Owner(s) or More (IF NONE, STATE "NONE.")

Name: Kristen Allen, CEO/Owner; Vincent Allen, Founder/Owner

Business Address (No./Street): 103 W McDermott Dr, Suite 300
(City/State/Zip Code): Allen, TX 75013
Telephone Number: (972) 727-0653
Email Address (optional): _____
Residence Address (No./Street): _____
(City/State/Zip Code): _____
Telephone Number: (____) _____
Email Address (optional): _____

6. ***Optional Information***

Contracting Entity and/or _____ (Name of Owner or Non-Profit Officer) is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ (Contracting Entity, Owner or Non-Profit Officer) as follows:

Orig. Dept.: _____ File/I.D. No.: _____

AFFIDAVIT OF
OWNERSHIP OR CONTROL

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (_____)_____

Tax Years _____

Status of Appeal (Describe) _____

_____

_____

_____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

_____
Affiant

SWORN TO AND SUBSCRIBED before me this 11th day of May, 20 26.

(Seal)
JENNIFER LORRAINE SCRIBNER
My Notary ID # 134499149
Expires August 9, 2027

_____
Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

END OF DOCUMENT

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

webuildfun, inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

none

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

none

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

none

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Kristen Allen

Signature of vendor doing business with the governmental entity

5-11--2026

Date

City of Sherman Verifications and Certifications Required by Law

HOUSE BILL 89 – SECTION 2271 VERIFICATION Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Paul Funderburg, the undersigned representative of webuildfun, inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract with the City of Sherman.

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain,

and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, Paul Funderburg, the undersigned representative of webuildfun, inc. being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the above-named company enter a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sherman.

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

b. does business with a company described by Paragraph (a) above; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Paul Funderburg, the undersigned representative of webuildfun, inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended: Does not boycott energy companies currently; and Will not boycott energy companies during the term of the contract with the City of Sherman.

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Discriminate against a firearm entity or firearm trade association"

a. means, with respect to the entity or association, to:

i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

b. does not include:

i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;

ii. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Paul Funderburg, the undersigned representative of webuildfun, inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations currently; and Will not discriminate against a firearm entity or firearm trade association during the term of the contract with the City of Sherman.

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.0101, Texas Government Code, as amended:

1. "Critical Infrastructure" means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.

2. "Cybersecurity" means" the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

3. "Designated Country" means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, Paul Funderburg, the undersigned representative of webuildfun, inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company's or its parent company's securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country "Cybersecurity" means" the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Signature Page to Follow

Signature of Company Representative

5-11-2026 Date

Owner's Representative Position/Title

THE STATE OF Texas

COUNTY OF Collin

BEFORE ME, the undersigned notary public on this day personally appeared Paul Funderburg, on behalf of webuildfun, inc. (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 11th day of May 2026.

JENNIFER LORRAINE SCRIBNER
My Notary ID # 134499149
Expires August 9, 2027

NOTARY PUBLIC IN AND FOR THE STATE OF TX

AssuredPartners

500 N. Central Expressway, Suite 550
Plano, TX 75074
www.AssuredPartners.com

August 25, 2025

RE: WeBuildFun, Inc. Bonding Capacity

Single Project Limit: $5,000,000
Aggregate Project Limit: $10,000,000

To Whom It May Concern:

Please accept this letter on behalf of WeBuildFun, Inc. as verification of their fine standing with our agency. They have demonstrated a proven ability to deliver quality projects on time and in an expeditious manner. We at AssuredPartners consider it a privilege to have WeBuildFun as a client.

Our understanding is that WeBuildFun is being considered for projects on your behalf. Subject to the normal review of contract terms and conditions and any related underwriting items at the time of the request, we will consider approving bonded jobs within the above referenced limits. Bonds will be written with Capitol Indemnity Corporation, an A Rated (Excellent), and U.S. Treasury Listed surety.

Any specific request for bonds will be underwritten on its own merits and any arrangement for bonds required by any contract is a matter between the contractor and the surety and we assume no liability to you or your third parties, if for any reason we do not execute these bonds. Bonds will be provided when the project/task order in question is agreeable to both parties and proper contracts are in place.

Again, we can highly recommend WeBuildFun to you, and would be happy to provide any additional information that you may require. Please feel free to contact me at any time at 972-331-3705.

Best Regards,

Brent Baldwin
Attorney-In-Fact
Capitol Indemnity Corporation

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Webuildfun, Inc
PO Box 29
Allen, TX 75013

SURETY:
(Name, legal status and principal place of business)
Merchants National Bonding, Inc.
P.O. BOX 14498
DES MOINES, IA 50306 - 3498

OWNER:
(Name, legal status and address)
City of Sherman
PO Box 1106
Sherman, TX 75091-1106

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Greatest Amount Bid ($ 5% G.A.B)

PROJECT:
(Name, location or address, and Project number, if any)
RFP 2026-13 CDBG-Funded Old Settlers Park Playground Project Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of May, 2026.

(Witness)	Webuildfun, Inc (Principal) (Seal)
	(Title) OWNER'S REPRESENTATIVE
(Witness) Agathe Baluti	Merchants National Bonding, Inc. (Surety) (Seal)
	(Title) Neira Hernandez, Attorney-in-Fact

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MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brent Baldwin; Brock Baldwin; Cynthia A Alford; John A Aboumrad; Michael B Hill; Neira Hernandez; Russ Frenzel; Sylvia Thomas; William D Baldwin; Yamillec Hite

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 22nd day of January , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 22nd day of January 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of May , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

MERCHANTS BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE · DES MOINES, IOWA 50321-1158 · (800) 678-8171 · (515) 243-3854 FAX

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

BID ENDORSEMENT

The undersigned Bidder hereby declares that he has visited the site(s) of work and has carefully examined the Contract Documents pertaining to the work covered by this bid. The Bidder hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the work within **180 calendar days** after the effective starting date for the Project as specified in the City's Notice to Proceed.
In the event of the award of a contract to the undersigned, the undersigned will furnish the following bond(s) in the full amount of the contract:

Performance Bond
Payment Bond
Maintenance Bond

Receipt is hereby acknowledged for the following addenda to the contract documents:

Addendum No. 1 dated	April 29, 2026	Received	4-30-2026
Addendum No. 2 dated		Received	

The undersigned, in submitting this Bid Proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire Bid Package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements. Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks completed. The undersigned further certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

BID Amount	$ 173,618.09
Demolition	$ 6,630.00

Signature:	Paul Finsterbusch
Title:	Owner's Representative
Address:	103 W. McDermott Dr, Suite 300
	Allen, TX 75013
Phone/email:	(469) 799-1819 / paul@webuildfun.com

WEBUILDFÜN

CREATING FUN FOR ALL!

WE LOOK FORWARD TO WORKING WITH YOU!

City's Insurance Requirements Exhibit C

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverage, with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

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

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

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

X	1. Worker's Compensation & Employers Liability	$100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
X	2. General Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
X	3. Automobile Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__	4. XCU Coverage	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__	5. Professional Liability	Minimum $1,000,000.00 each claim Minimum $2,000,000.00 in the aggregate
X__	6. Umbrella Coverage or Excess Liability	An amount of $2,000,000.0

X 7. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

X 8. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

X 9. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

X 10. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

X 11. The Certificate of Insurance must state the project title.

__ 12. Other requirements (stated below)

Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
Texas doesn't require most private employers to have workers' compensation. But private employers who contract with government entities must provide workers' compensation coverage for the employees working on the project. Some contractors may require their subcontractors and independent contractors to have workers' compensation.

By signing this form, you agree to carry the insurance as outlined herein and provide a Certificate of Insurance to the
City upon request.

_____
Company

_____
Company Agent Signature Printed Name

_____
Date

****Remainder of this page intentionally left blank****

EXHIBIT D

AFFIDAVIT OF OWNERSHIP OR CONTROL

Orig. Dept.: _____ File/I.D. No.: _____

INSTRUCTION: Entities using an assumed name should disclose such fact to avoid rejection of the affidavit. The following format is recommended: Corporate/Legal Name **d.b.a.** Assumed Name.

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the **undersigned** authority, on this day personally appeared Paul Funderburg (Full Name, hereafter "Affiant"), Owner's Representative (state title/capacity with **Contracting** Entity) of webuildfun, inc. (Contracting Entity's Corporate/Legal Name) ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

RFP 2026-13 CDBG-Funded Old Settlers Park Playground Project

(describe project or matter) which is expected to be in an amount that exceeds **$50,000.**

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

FOR PROFIT ENTITY:
[ ] SOLE PROPRIETORSHIP
[X] CORPORATION
[ ] PARTNERSHIP
[ ] LIMITED PARTNERSHIP
[ ] JOINT VENTURE
[ ] LIMITED LIABILITY COMPANY
[ ] OTHER (Specify type in space below)

NON-PROFIT ENTITY:
[ ] NON-PROFIT CORPORATION
[ ] UNINCORPORATED ASSOCIATION

AFFIDAVIT OF
OWNERSHIP OR CONTROL

Orig. Dept.: _____ File/I.D. No.: _____

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. (NOTE: In all cases, use full names, local business and residence addresses and telephone numbers. Do not use post office boxes for any address. Inclusion of e-mail addresses is optional, but recommended. Attach additional sheets as needed.)

Contracting Entity

Name: webuildfun, inc.

Business Address (No./Street): 103 W McDermott Dr, Suite 300
(City/State/Zip Code): Allen, TX 75013
Telephone Number: (972) 727-0653
Email Address (optional): paul@webuildfun.com
Residence Address (No./Street): _____
(City/State/Zip Code): _____
Telephone Number: (____) _____
Email Address (optional): _____

5% Owner(s) or More (IF NONE, STATE "NONE.")

Name: Kristen Allen, CEO/Owner; Vincent Allen, Founder/Owner

Business Address (No./Street): 103 W McDermott Dr, Suite 300
(City/State/Zip Code): Allen, TX 75013
Telephone Number: (972) 727-0653
Email Address (optional): _____
Residence Address (No./Street): _____
(City/State/Zip Code): _____
Telephone Number: (____) _____
Email Address (optional): _____

6. ***Optional Information***

Contracting Entity and/or _____ (Name of Owner or Non-Profit Officer) is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ (Contracting Entity, Owner or Non-Profit Officer) as follows:

Orig. Dept.: _____ File/I.D. No.: _____

AFFIDAVIT OF
OWNERSHIP OR CONTROL

Name of Debtor: _____

Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (_____)_____

Tax Years _____

Status of Appeal (Describe) _____

_____

_____

_____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

_____
Affiant

SWORN TO AND SUBSCRIBED before me this 11th day of May, 20 26.

(Seal)
JENNIFER LORRAINE SCRIBNER
My Notary ID # 134499149
Expires August 9, 2027

_____
Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

END OF DOCUMENT

EXHIBIT E

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance **with Chapter 176**, Local **Government** Code, by a **vendor who** has **a** business relationship as defined by Section **176.001(1-a) with** a local **governmental entity** and the vendor **meets** requirements under Section **176.006(a)**.

By law **this** questionnaire must be filed with the records administrator of the local governmental entity not later than **the** 7th business day **after** the date the **vendor** becomes aware of facts that require the statement to be **filed**. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor **knowingly** violates Section 176.006, **Local** Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of **vendor** who has **a business relationship with local governmental entity.**

webuildfun, inc.

2 ☐ **Check** this box if you are filing an **update to** a previously filed questionnaire. (The law **requires** that you **file an updated** completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

none

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

none

A. Is the local government officer or a family **member** of the officer receiving or likely to **receive taxable income**, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the **vendor** receiving **or** likely to receive taxable income, other than investment **income**, from or at **the** direction **of** the **local** government **officer** or **a** family member of **the officer** AND the taxable income is not **received from** the **local** governmental **entity?**

☐ Yes ☑ **No**

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

none

6 ☐ **Check** this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Kristen Allen

Signature of vendor doing **business** with the governmental entity

5-11-2026

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

City of Sherman Verifications and Certifications Required by Law

HOUSE BILL 89 – SECTION 2271 VERIFICATION Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Paul Funderburg, the undersigned representative of webuildfun, inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2271, as amended:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract with the City of Sherman.

SENATE BILL 252 – CHAPTER 2252 CERTIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain,

and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, Paul Funderburg, the undersigned representative of webuildfun, inc. being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the above-named company enter a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sherman.

SENATE BILL 13 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

b. does business with a company described by Paragraph (a) above; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Paul Funderburg, the undersigned representative of webuildfun, inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended: Does not boycott energy companies currently; and Will not boycott energy companies during the term of the contract with the City of Sherman.

SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Discriminate against a firearm entity or firearm trade association"

a. means, with respect to the entity or association, to:

i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

b. does not include:

i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;

ii. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Paul Funderburg, the undersigned representative of webuildfun, inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations currently; and Will not discriminate against a firearm entity or firearm trade association during the term of the contract with the City of Sherman.

SENATE BILL 2116 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.0101, Texas Government Code, as amended:

1. "Critical Infrastructure" means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.

2. "Cybersecurity" means" the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

3. "Designated Country" means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.

I, Paul Funderburg, the undersigned representative of webuildfun, inc. being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company's or its parent company's securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country "Cybersecurity" means" the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Signature Page to Follow

Signature of Company Representative

5-11-2026 Date

Owner's Representative Position/Title

THE STATE OF Texas

COUNTY OF Collin

BEFORE ME, the undersigned notary public on this day personally appeared Paul Funderburg, on behalf of webuildfun, inc. (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 11th day of May 2026.

JENNIFER LORRAINE SCRIBNER
My Notary ID # 134499149
Expires August 9, 2027

NOTARY PUBLIC IN AND FOR THE STATE OF TX

City's Insurance Requirements Exhibit C

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverage, with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

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

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

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

X	1. Worker's Compensation & Employers Liability	$100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
X	2. General Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
X	3. Automobile Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__	4. XCU Coverage	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__	5. Professional Liability	Minimum $1,000,000.00 each claim Minimum $2,000,000.00 in the aggregate
X__	6. Umbrella Coverage or Excess Liability	An amount of $2,000,000.0

X 7. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

X 8. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

X 9. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

X 10. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

X 11. The Certificate of Insurance must state the project title.

__ 12. Other requirements (stated below)

Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
Texas doesn't require most private employers to have workers' compensation. But private employers who contract with government entities must provide workers' compensation coverage for the employees working on the project. Some contractors may require their subcontractors and independent contractors to have workers' compensation.

By signing this form, you agree to carry the insurance as outlined herein and provide a Certificate of Insurance to the
City upon request.

webuildfun, inc.
Company

Company Agent Signature

Paul Funderburg, Owner's Representative
Printed Name

6-2-2026
Date

****Remainder of this page intentionally left blank****

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1471263

Date Filed:
06/02/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
webuildfun, Inc.
Allen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Sherman

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2026-13 CDBG Funded Old Settle
Playground, shade structure and safety surface equipment and installation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Allen, Stephen	Allen, TX United States	X	
Allen, Kristen	Allen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Tracy Shore, and my date of birth is 11/18/1960.

My address is 103 W. McDermott Dr. Suite 300, Allen (city), TX (state), 75013 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Collin County, State of Texas, on the 2nd day of June (month), 20 26 (year).

Tracy Shore
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/2/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners of Texas
500 N. Central Expressway #550
Plano TX 75074

CONTACT NAME: Denine Davis
PHONE (A/C, No, Ext): 972-467-7300 **FAX (A/C, No):**
E-MAIL ADDRESS: Denine.Davis@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Cincinnati Specialty Underwriters Insurance Co	13037
INSURER B : The Cincinnati Insurance Company	10677
INSURER C : Accident Fund Insurance Company of America	10166
INSURER D : Certain Underwriters at Lloyds	15792
INSURER E :	
INSURER F :	

INSURED WEBUINC-02
webuildfun, Inc.
PO Box 29
Allen TX 75013

COVERAGES **CERTIFICATE NUMBER:** 1984941514 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CSU0029171	6/23/2025	6/23/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			EPP 0086452	6/23/2025	6/23/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CSU0101696	6/23/2025	6/23/2026	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AF WCP 100059866 04	6/23/2025	6/23/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D B	Cyber Liability Contractors Equipment Installation Floater			ESN0140406638 EPP 0086452	6/23/2025 6/23/2025	6/23/2026 6/23/2026	Each Claim/ AGGREGATE Contr Equip Limit Install Floater Limit	1,000,000 59,250 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The general liability and auto liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder when required by written contract. The general liability policy contains a special endorsement with “primary and non-contributory” wording. The general liability, auto liability & worker’s compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature when required by written contract. The general liability and auto policies include a blanket notice of cancellation to the certificate holder's endorsement, providing for 30 days advance notice if the policy is cancelled by the company other than for nonpayment of premium. Umbrella coverage follows form of the underlying policies.
CDBG-funded Old Settlers Park Playground Project
1609 N Harrison Ave
Sherman, TX 75090

CERTIFICATE HOLDER

City of Sherman
220 W. Mulberry Street
Sherman TX 75090

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED - WHEN REQUIRED IN ANY NON-CONSTRUCTION CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on this Coverage Part, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of "your work" operations for that additional insured. A person or organization's status as an insured under this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

The written contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering, surveying or construction management services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;

b. Providing or hiring independent professionals to provide engineering, architectural, surveying or construction management services; or

c. Supervisory or inspection activities performed as part of any related architectural, engineering or construction management activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

2. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of you or to any obligation of the additional insured to indemnity another because of damages arising out of such injury.

3. "Bodily injury", "property damage" or "personal and advertising injury" for which the Named Insured is afforded no coverage under this policy of insurance.

C. With respect to the insurance afforded to these additional insureds, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever is less. If no limits are specified in the written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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D. With respect to the insurance afforded to these additional insureds, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, **4. Other Insurance** is amended to include:

Any coverage provided herein will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless you have agreed in a written contract or written agreement executed prior to any loss that this insurance will be primary. This insurance will be noncontributory only if you have so agreed in a written contract or written agreement executed prior to any loss and this coverage is determined to be primary.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU - OPERATIONS AND COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions in the performance of your ongoing operations for the additional insured;
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard".

If not specified otherwise in the written contract or agreement, a person's or organization's status as an additional insured under this endorsement ends one year after your operations for that additional insured are completed. The written contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional linsured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.
3. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of you or to any obligation of the additional insured to indemnity another because of damages arising out of such injury.

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4. "Bodily injury", "property damage" or "personal and advertising injury" for which the Named Insured is afforded no coverage under this policy of insurance.

C. With respect to the insurance afforded to these additional insureds, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever is less. If no limits are specified in the written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

D. With respect to the insurance afforded to these additional insureds, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, **4. Other Insurance** is amended to include:

Any coverage provided herein will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless you have agreed in a written contract or written agreement executed prior to any loss that this insurance will be primary. This insurance will be noncontributory only if you have so agreed in a written contract or written agreement executed prior to any loss and this coverage is determined to be primary.

Includes copyrighted material of ISO Properties, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - PER CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **SECTION IV - CONDITIONS:**

If you have agreed, in a written contract or agreement, to provide a waiver of any right of recovery against a person or organization, we will waive any right of recovery we may have against that person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to that person or organization for which you have agreed to in a written contract to provide said waiver.

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EARLIER NOTICE OF CANCELLATION OR NONRENEWAL BY US TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

COMMERICAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABLITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

SCHEDULE

Designated Entity:
On File with Agency

Mailing Address:
On File with Agency
Various
TX
75002
Cancellation Notification - Number of Days: 30

The following notice of cancellation condition is added only for the person or organization designated in the Schedule above.

If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule above. We will mail such notice at least the number of days shown in the Schedule before the effective date of the cancellation or nonrenewal.

If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the schedule above. We will mail such notice for nonpayment of premium at least 10 days before the effective date of cancellation.

When notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.

In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** - Definitions.

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1), (2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone

else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat,

smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or

expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** - Limits Of Insurance.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or

expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C - MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A.**

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

      (1) "Bodily injury" or "personal and advertising injury":

         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

         (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

         (d) Arising out of his or her providing or failing to provide professional health care services.

      (2) "Property damage" to property:

         (a) Owned, occupied or used by;

         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

         you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

   b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

   c. Any person or organization having proper temporary custody of your property if you die, but only:

      (1) With respect to liability arising out of the maintenance or use of that property; and

      (2) Until your legal representative has been appointed.

   d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred

before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A;** and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow

this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises

you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and

2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "accident";

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

c. $2,500.

Provided the equipment, at the time of the "loss" is:

a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above; or

c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the $2,000 Limit of Insurance for bail bonds with $4,000 in **(2)**; and

2. Replacing the $250 Limit of Insurance for reasonable expenses with $500 in **(4)**.

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is $50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or $1,000, whichever is less.

3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

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4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is $3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the $50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.

2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

   a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

   b. 30 days.

3. Our payment is limited to the lesser of the following amounts:

   a. Necessary and actual expenses incurred; or

   b. $50 per day.

4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing $20 per day with $50 per day, and $600 maximum with $1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

   a. The most we will pay for "loss" in any one "accident" is the greater of:

      (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:

         (a) Overdue lease or loan payments;

         (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;

         (c) Security deposits not refunded by the lessor;

         (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

         (e) Carry-over balances from previous loans or leases, or

      (2) Actual cash value of the stolen or damaged property.

   b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

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2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

   "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H.** "Insured contract", **1.c.** is deleted in its entirety and replaced by the following:

   c. An easement or license agreement;

2. **SECTION V - DEFINITIONS, H.** "Insured contract", **2.a.** is deleted.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
ELECTRONIC DATA LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

SCHEDULE

Name and mailing address of person(s) or organization(s):
1. FOR WHOM YOU ARE REQUIRED IN A WRITTEN CONTRACT THAT WAS EXECUTED ON OR AFTER THE EARLIER OF THE FOLLOWING DATES: A. THE EFFECTIVE DATE OF THIS POLICY, OR B. THE EFFECTIVE DATE OF THE ORIGINAL POLICY OF WHICH THIS POLICY IS A RENEWAL OR REPLACEMENT, AND 2. FOR WHOM YOU ARE REQUIRED IN THAT SAME WRITTEN CONTRACT AS REFERRED TO IN 1. ABOVE TO PROVIDE CANCELLATION NOTICE.

Number of days notice (other than nonpayment of premium): 30

A. If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.

B. If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.

C. If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.

D. In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

TEXAS SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS COVERAGE ENDORSEMENT

Pursuant to Section 406.097, Labor Code, sole proprietors, partner(s) or corporate executive officer(s) of the named insured are covered under this workers compensation policy, unless specifically excluded from coverage through an endorsement to the policy. Such persons may be named in the Schedule below and the premium basis for the policy shall include their remuneration.

For employees excluded from workers compensation coverage by law, an election has been made by or on behalf of each person described in “Others” in the Schedule to be subject to the workers compensation law of the state named in the Schedule. Such persons shall be named in the Schedule below and the premium basis for the policy shall include their remuneration.

Schedule

Persons		**State**
Officers:	Vince Allen	Texas
	Kris Allen	Texas

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **06/23/2024** Policy No. **AF WCP 100059866 03** Endorsement No.
Insured **WEBUILDFUN INC.** Premium: **$0**

Insurance Company **ACCIDENT FUND INSURANCE COMPANY OF AMERICA** Countersigned by _____

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **06/23/2025** Policy No. **AF WCP 100059866 04** Endorsement No.
Insured **WEBUILDFUN INC.** Premium: **$0**

Insurance Company **ACCIDENT FUND INSURANCE COMPANY OF AMERICA** Countersigned by _____

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization:

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations

3. Premium:
   The premium charge for this endorsement shall be 1.02 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: $458

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **06/23/2025** Policy No. **AF WCP 100059866 04** Endorsement No.
Insured **WEBUILDFUN INC.** Premium: **$0**

Insurance Company **ACCIDENT FUND INSURANCE COMPANY OF AMERICA** Countersigned by _____

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
When Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages be-

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cause of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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Decks	Blue	Metals	Cobalt	Light Grey	White	Plastics	Blue	Red	White	Shade Fabric	Royal Blue

Actual colors may vary. We work hard to ensure are our renderings are as life-like as possible.

Old Settlers Park
Sherman, TX
26008624

WeBuildFun

Miracle

Decks	Metals			Plastics			Shade Fabric
Blue	Cobalt	Light Grey	White	Blue	Red	White	Royal Blue

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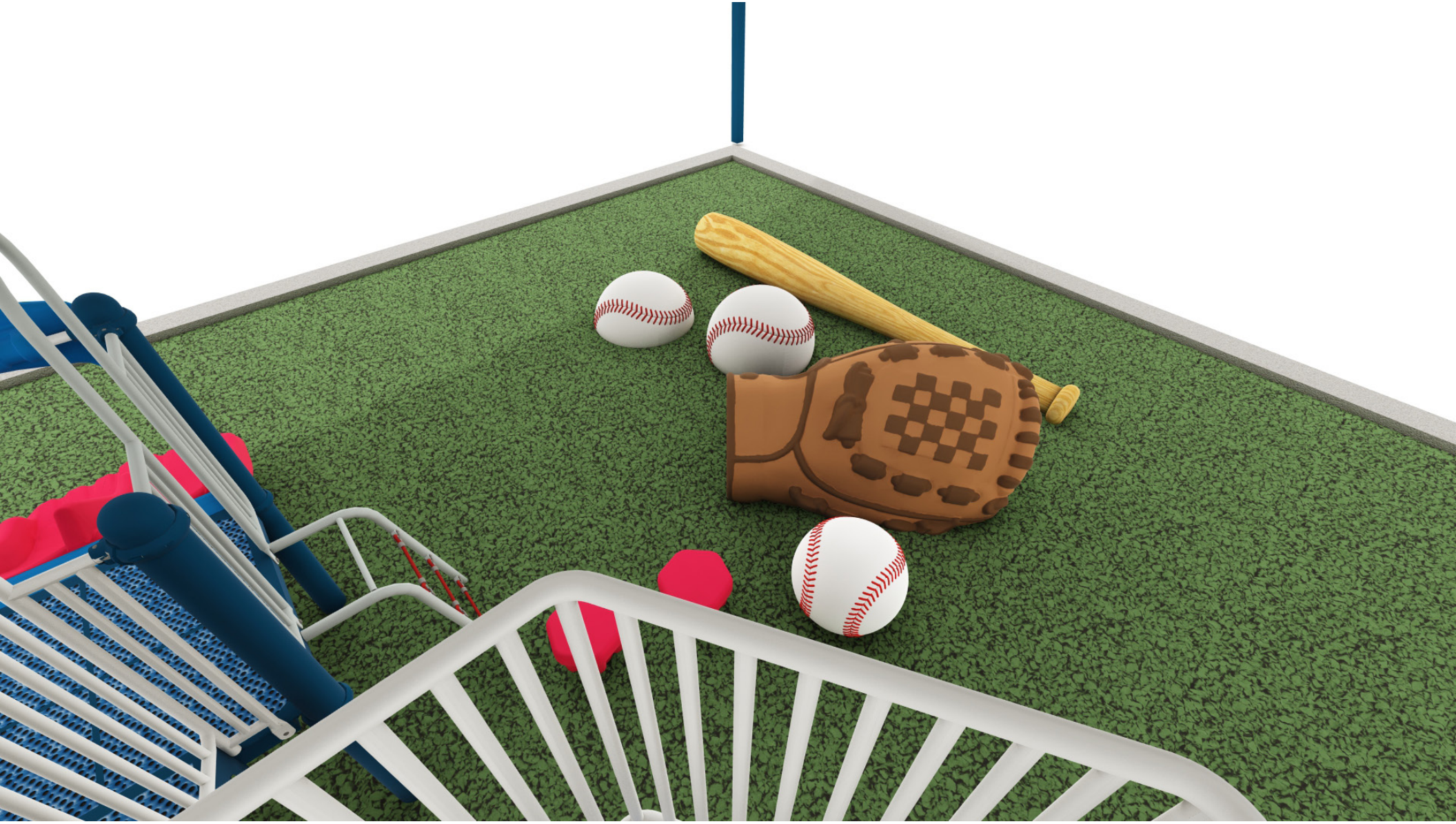

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Old Settlers Park
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26008624

WeBuildFun

Miracle

2026
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

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						1
2	3	4	5	6	7	8
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23	24	25	26	27	28	29
30	31					

September

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

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

CALLED MEETINGS	
4/10/2026	Budget Planning Meeting
~~5/21/2026~~	~~Capital Improvement Meeting~~
~~6/11-12/2026~~	Budget Workshop