CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, FEBRUARY 19, 2024
5:00 PM

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

A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY MAYOR DAVID PLYLER

A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 5, 2024.

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

Receive Update from Texas Department of Transportation Paris District Engineer Noel Paramanantham on TxDot Projects

D.2. SPECIAL PRESENTATION

Receive Report from TAPS Public Transit

Proclamations

E.1. PROCLAMATION

"Engineer's Week" - February 18 - 24, 2024

Public Hearing

F.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6695

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.496 Acres Being Lots 1, 2 And 3 Of The Northcreek Addition In The Alexander And Richards Survey, Abstract No. 42, City Of Sherman, Grayson County, Texas, Located At 5012-5020 Knollwood Road, Heretofore Zoned MF-30 (Multi Family Residential) District; Rezoning And Placing The Tract In The R-2F (Duplex Residential) District Zoning Classification, Young Enterprises, LP And Jose Menjivar (Owner) And

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

Copley Land Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

F.2. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6696**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow A Mini-Warehouse (Self Storage) In A C-2 (General Commercial) District, Located At 2007-2011 Texoma Parkway And 2007 Texoma Drive, Consisting Of 5.924 Acres Being A Replat Of Lots 1 And 2, Block A Of First United Bank Addition And A Part Of Lot 5, Block 2 Of Teague Industrial Park Unit No. 2, City Of Sherman, Grayson County, Texas Ikon Group Opportunity Zone Fund, LLC (Owner), Kent Hughlett (Representative) And Helvey-Wagner Surveying (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

F.3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6697**

Amending Sherman’s Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 5358 And Granting A Specific Use Permit To Allow A Contractors or Construction Office, Equipment Sales, Service, Rental and Repair, with Outdoor Storage in a C-2 District/75&82 Overlay District Located At 2816 Texoma Parkway, City Of Sherman, Grayson County, Texas Risk Family Partnership (Owner), Doyle Moore (Representative) And Copley Land Surveying (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

F.4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6698**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow A Schools; Elementary, High, College And Universities, Public, Private, Or Denominational In A R-6 (Single Family Residential) District, Located At 521 South Dewey Avenue, Consisting Of 9.863 Acres Being In The George B. Pilant Survey, Abstract Number 963, City Of Sherman, Grayson County, Texas Sherman Independent School District (Owner), Philip Varughese (Representative), Vlk Architects (Architect) And Teague Nall & Perkins (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

F.5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6699**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow A School; Elementary, High, College And Universities, Public, Private, Or Denominational In A R-6 (Single Family Residential) District, Located At 501 West Taylor Street, Consisting Of 11.333 Acres Being In The J. B. McAnair Survey, Abstract Number 763, City Of Sherman, Grayson County, Texas Sherman Independent School District (Owner), Philip Varughese (Representative), Vlk Architects (Architect) And Teague Nall & Perkins (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

F.6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6700**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 2.61 Acres Being A Part Of The J.B Mcanair Survey, Abstract No. 763 And The Smith Mcglothlin Survey, Abstract No. 808, City Of Sherman, Grayson County, Texas, Located At 1800 Teague Street, Heretofore Zoned M-1 (Light Manufacturing) District; Rezoning And Placing The Tract In The C-1 (Retail Business) District Zoning Classification, One Grand Centre, Llc (Owner), Amanda North (Representative) 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

F.7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6701**

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

Closing and Abandoning the Platted Right of Way known as Sparrow Lane between Crockett Street and Walnut Street in the City of Sherman, Grayson County, Texas, as being shown in Volume 19, Page 55, and Volume 25, Page 559, Deed Records, Grayson County, Texas, and Being More Particularly Described as Tract "1" and Tract "2" in the Exhibit "A" Attached Hereto and Made a Part Hereof for all Purposes, Said Property Shall be Reserved as an Utility Easement for Public and Franchise Utilities the Right of Ingress and Egress to Same for Purposes of Operation, Maintenance, or Removal of such Utilities or until such Utilities shall be Abandoned or Relocated

F.8. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6702**

Establishing Maximum, Reasonable and Prudent Rates of Speed on Certain Portions of U.S. Highway 75 and the Adjacent Frontage Roads in the Corporate Limits of Sherman, Grayson County, Texas; Fixing Penalties for Violation Thereof; Declaring an Emergency; Providing for Severability; Providing for a Repealer

Close Public Hearing and Consider Adoption of Ordinances

G.1. **CONSIDER ADOPTION OF ORDINANCES**

Consider Adoption of Ordinance Numbers 6695, 6696, 6697, 6698, 6699, 6700, 6701 & 6702

Resolutions

H.1. **RESOLUTION NO. 7257**

Awarding a Bid to and Authorizing Execution of a Contract with Lynn Vessels Construction, LLC Based on an Invitation to Bid for the 1st Street to Rosedale Sewer Replacement

H.2. **RESOLUTION NO. 7258**

Approving the Greater Texoma Utility Authority's Intention to Award Bid Package 07-002 to Kiewit Water Facilities South Co. for the Above Ground Electrical at the South Wastewater Treatment Plant.

H.3. **RESOLUTION NO. 7259**

Approving the Greater Texoma Utility Authority's Intention to Award the Solicitation Set Two (SS#2) to Garney Companies, Inc. For Bid Package 2.01 - Decant Pump Station Construction for the Water Treatment Plant Concentrate Discharge System Project

H.4. **** RESOLUTION NO. 7260***

Authorizing Submission of a Grant Application to the Office of the Governor - Criminal Justice Division to Fund the Purchase of Rifle-Resistant Body Armor for the Sherman Police Department

H.5. **** RESOLUTION NO. 7261***

Accepting the Contract with Lynn Vessels Construction, LLC as Complete for the Construction of the Northwest Sewer Lift Station as Complete

H.6. **** RESOLUTION NO. 7262***

Approving the Greater Texoma Utility Authority's Intention to Award the Lake Texoma PS Valve Procurement Package No. SHM23287.3 to Ferguson Waterworks for the Lake Texoma Pump Station Expansion

H.7. **** RESOLUTION NO. 7263***

Authorizing Execution of an Agreement with M&G home Builders LLC for the Abatement of AD Valorem Property Taxes for the Construction of a New Single-Family Residence at 515 North East Street within the City of Sherman Reinvestment Zone, Number 10 (#10)

H.8. **** RESOLUTION NO. 7264***

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

Accepting the Contract with Lynn Vessels Construction, LLC as Complete for the Construction of the Northwest Sewer and Force Main as Complete

H.9. **** RESOLUTION NO. 7265***
Authorizing Execution of an Agreement with M&G Home Builders LLC for the Abatement of AD Valorem Property Taxes for the Construction of a New Single-Family Residence at 514 North Colbert Avenue within the City of Sherman Reinvestment Zone, Number Ten (#10);

H.10. **** RESOLUTION NO. 7266***
Approving Amended Bylaws of the Sherman Economic Development Corporation, a Type A Economic Development Corporation

H.11. **** RESOLUTION NO. 7267***
Approving and Adopting an Amendment to the Articles of Incorporation of the Sherman Economic Development Corporation, a Type A Economic Development Corporation, Operation Pursuant to Chapter 504 of the Texas Local Government Code; Providing for an Immediate Effective date

Request to Advertise

I.1. ****REQUEST TO ADVERTISE***
Annual Water and Sewer Maintenance Supplies and Parts

I.2. ****REQUEST TO ADVERTISE***
Dodge Ram Ambulance Chassis

Payment Authorization

J.1. **** PAYMENT AUTHORIZATION***
Authorizing Payment to Rubicon Global, LLC for Software as a Service Utilized by Solid Waste Department in the Amount of $56,450.25 for Year 2 of Service

Other Business

K.1. **OTHER BUSINESS**
Receive Update on Ongoing Projects in the City of Sherman

K.2. **** OTHER BUSINESS***
Repair and Rework of the Shepard #1 Woodbine Well under Emergency Designation

K.3. **** OTHER BUSINESS***
Repair and Rework of the Old Settlers #1 Trinity Well under Emergency Designation

K.4. **** OTHER BUSINESS***
Repair and Rework of the Dorchester #10 Trinity Well under Emergency Designation

K.5. **** OTHER BUSINESS***
Repair and Rework of the Dorchester #8 Trinity Well under Emergency Designation

Consider Board/Commission Appointments

L.1. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**

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 Increment Reinvestment Zone #7 Board (9)

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:

N.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.

N.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.

N.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.

N.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

Sherman Economic Development Corporation Board (2)

N.5. **TEX. GOV'T CODE § 551.076**
Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

N.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.

Sherman Crossroads

Bel Air Village

N.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

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

COUNCIL CALENDAR

P.1. **COUNCIL CALENDAR**
Council Calendar 2024

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on February 16, 2024 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 16th day of February 2024. City of Sherman, Texas

_____
City Clerk

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time. All agenda items are subject to final action by the City Council.

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

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

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

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

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

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

STATE OF TEXAS §

February 5, 2024

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on February 5 2024.

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

MEMBERS ABSENT: **NONE.**

CALL TO ORDER — **CALL TO ORDER**

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

APPROVE MINUTES — **APPROVE MINUTES**

The Council reviewed the Minutes of the Regular City Council Meeting of January 16, 2024. Council Member Holland moved to approve the Minutes, as presented; Second by Council Member Stevenson; All present voted AYE.
MOTION CARRIED.

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

There were no citizen's comments.

CONSENT AGENDA — **CONSENT AGENDA**

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

Mayor Plyler removed Item I-2, entitled "Request to Advertise for Public Bids to Redesign the City of Sherman Website" from the Consent Agenda for consideration in its regular order of business.

The Council reviewed the Consent Agenda. Deputy Mayor Teamann moved to approve the Consent Agenda, with the exception of Item I-2, which will be considered in its regular order of business. Second by Council Member Howeth. All present voted AYE.

PROCLAMATION

"UNITED ACTS OF KINDNESS DAY" - February 16, 2024 — **UNITED ACTS OF KINDNESS DAY (FEB. 16, 2024)**

Mayor Plyler presented a proclamation to Greg Kirkpatrick, Sherman Market President, First United Bank, designating February 16, 2024 as "United Acts of Kindness Day" in Sherman.

SPECIAL PRESENTATION

RECEIVE PRESENTATION FROM THE LEADERSHIP SHERMAN'S CLASS OF 2024 — **LEADERSHIP SHERMAN CLASS**

Teri Fine, appeared representing the Leadership Sherman Class of 2024, to discuss their community service class project. They will be renovating the restrooms at the North Texas Youth Connection, including electrical, flooring, and plumbing.

PUBLIC HEARING

PUBLIC HEARING FOR THE REAUTHORIZATION OF THE INDUSTRIAL AND COMMERCIAL TAX ABATEMENT PROGRAM TO PROMOTE DEVELOPMENT/REDEVELOPMENT IN CERTAIN AREAS OF THE CITY

REAUTHORIZATION OF INDUSTRIAL & COMMERCIAL TAX ABATEMENT PROGRAM

Mary Lawrence, Director of Finance, said this public hearing is in conjunction with Resolution 7254, later on the agenda. The Tax Code requires renewal of the program every two year.

No citizens appeared before the City Council to discuss the reauthorization of the Industrial and Commercial Tax Abatement Program.

Mayor Plyler asked to read the captions of Ordinance Nos. 6689 and 6690 together, and called for a public hearing:

ORD 6689 ANNEXATION OF PROPERTY (GREENWAY)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX AN AREA OF LAND CONSISTING OF APPROXIMATELY 220.18 ACRES OF LAND LOCATED WEST OF F.M. 1417 (HERITAGE PARKWAY) AND NORTH OF O.B. GRONER ROAD ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION, ON APPLICATION OF THE LANDOWNER; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE SUBJECT AREA OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF THE CITY OF SHERMAN AND SHALL BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREINAFTER ADOPTED; AUTHORIZING EXECUTION OF THE ANNEXATION SERVICE PLAN AGREEMENT; PROVIDING FOR A PENALTY FOR A VIOLATION OF THIS ORDINANCE AND SHERMAN'S GENERAL ZONING ORDINANCE, ORDINANCE NO. 2280; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

ORD 6690 ZONE CHANGE FOR PLANNED DEVELOPMENT (APPEAL FROM P&Z)

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 220.18 ACRES BEING A PART OF THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 AND THE JASON STAMPS SURVEY, ABSTRACT NO. 1115, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 3000 BLOCK WEST OB GRONER ROAD AND THE 4500 BLOCK WEST PARK AVENUE, HERETOFORE ZONED R-A (RESIDENTIAL AGRICULTURE) DISTRICT; REZONING AND PLACING THE TRACT IN THE PD (PLANNED DEVELOPMENT) ZONING CLASSIFICATION; SHAKIR REHMATULLAH, FLATO DEVELOPMENT, INC. (OWNER), RICK LEISNER, NORRIS DESIGN (REPRESENTATIVE) AND ATWELL-GROUP (SURVEYOR); PROVIDING FOR A PENALTY NOT

TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Rob Rae, Director of Development Services, said the zone change is from an R-A to a Planned Development, and is not located in the Sherman City Limits. Before the Council can take action on the zoning item, the annexation would need to be approved, and he asked that the items be considered together.

There was a petition by residents of the nearby Western Acres development, in opposition to the proposed planned development. The Planning and Zoning Commission denied the zone change, and the developer has appealed that decision to the City Council. An affirmative vote of six Council Members will be required to overturn the denial of the Planning and Zoning Commission.

Rick Leisner, Landscape Architect and Planner, Norris Design
Mr. Leisner appeared representing the request.

Shakir Rehmatullah, President, Flato Development, Inc.
Mr. Rehmatullah is the owner of the development and appeared representing the request. He said they are here to work with the community and address the comments from the nearby residents. He described the project and discussed how they are addressing citizen concerns, including greenspace, sewer connections, the height of buildings, and roads.

Mr. Leisner discussed Flato Development and their plans for regional development, and specifically the Greenway Planned Development in Sherman. He also addressed a Drainage Study that will be completed to increase the surface flow into the Greenway community, and help remedy the flooding in the Roling Hills area.

David Swindell, 2701 S. Rolling Hills
Mr. Swindell expressed concern about the two-story houses that will "back up to" the current residential property, and the commercial development "in their backyard."

Stephen Harris, 2401 Friendship Road
Mr. Harris was concerned that the two-story buildings will be higher than the tree buffer area, and residents of the new development will be "looking in their backyards."

Patricia Davis, 2609 Valley Ridge
Ms. Davis asked about the location of Park Avenue and the proposed intersection with Pintail Drive. She also expressed concern about the major drainage issues that currently exist. She urged them to locate single-story homes by the existing single-story homes.

Doug Garrett, 4700 Park Avenue
Mr. Garrett was concerned about the drainage ditch and erosion, and asked if additional stormwater would drain into the existing drainage ditch. He also asked about the tree buffer area between existing properties and the new properties.

Wes Stone, Realtor, KW Commercial Real Estate, 6308 Teal Ct. Plano

Mr. Stone appeared representing the landowner that sold the property to Flato Development. When Mr. Rehmatullah originally looked at the property, they wanted to be sure they could create a premium development that would be good for Sherman and keep as much natural beauty as they could.

Dorothy Schmoker, 2516 Rolling Hills Drive

Ms. Schmoker said greenways and trails are for people, and she encouraged the Council to consider the wildlife, and the impact this development will have on the wildlife. She said this will destroy nature and their habitat.

Jane Sieber, 2503 S. Rolling Hills Drive

Ms. Sieber expressed concern about the drainage problems and how they would be enhanced with any fence that is installed. She said they needed action, not a study.

No other citizens appeared before the City Council to discuss Ordinance Nos. 6689 and 6690.

ORD 6691 BUILDING REGULATIONS & FEE SCHEDULE

Mayor Plyler introduced Ordinance No. 6691 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 3 (BUILDING REGULATIONS) AND APPENDIX C (COMPREHENSIVE FEE SCHEDULE); MODIFYING CERTAIN EXISTING REGULATIONS AND ESTABLISHING CERTAIN NEW REGULATIONS RELATING TO BUILDINGS, CONTRACTOR REGISTRATION, BUILDING PERMITS AND INSPECTIONS, SUBSTANDARD STRUCTURES, BACKFLOW DEVICES, MANUFACTURED HOUSING, MOBILE HOMES AND TRAVEL TRAILERS, STREETS AND SIDEWALKS, RESIDENTIAL RENTAL PROPERTY LICENSE AND STANDARDS, FLOOD DAMAGE PREVENTION, STORMWATER DISCHARGES RESULTING FROM CONSTRUCTION ACTIVITIES AND ADMINISTRATIVE PROVISIONS; ADOPTING TECHNICAL BUILDING CODES AND THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2021 EDITION, AND AMENDMENTS THERETO; PROVIDING FOR RIGHTS OF APPEAL; 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.

Mr. Rae said a presentation on this proposed ordinance was presented at the January 16, 2024 City Council Meeting. He outlined the proposed changes since that meeting, including deleting two sections from the International Property Maintenance Code. He also discussed the proposed increase in building fees.

Kyle Wiser, 1820 N. Ricketts

Mr. Wiser is in property management and represents Southwest Management, which is composed of approximately 100 property

owners that mange over 200 units in Sherman. He said the Texas Property Code already regulates this, and expressed concern about the financial burden and time required for the property owners. He felt there were other "avenues" that could be taken, that this was a redundant action, and it would result in a rent increase for the renters.

Richard Oglesby, 2415 Meadows Lane
Mr. Oglesby asked what type of inspection would be done on the rental property. He works constantly to keep his rental properties repaired and in good condition. He said he complies with the State of Texas landlord/tenant regulations, and asked what the City would be inspecting.

He added that, according to the State, some issues are the landlord's responsibility, until the tenant moves in, and then they become the tenant's responsibility. He asked for clarification, and what "scope" of inspections the City would provide.

Wally Johnson, 1602 Glenway Drive
Mr. Johnson said he is a landlord and has personal standards for his home, and the properties he rents. He recognized that there are "slumlords," but the majority of landlords have standards. He felt there was a better way to approach the problems, and that it was unfair to blame all landlords.

Joe Gage, 1405 N. Wharton
Mr. Gage said he owns rental properties and understands why there is a need for the regulations. However, with the rising costs of maintaining rental property, he is doing his best, and this would be another fee that he can't afford. He said not all landlords are the problem.

Ginny Hampton, (no address given)
Ms. Hampton said she is currently not a landlord, but has been in the past. She asked about the proposed $10 fee for registering rental property, and how often that would be assessed, and how much this program would cost the City to administer. She said the landlords will not incur this cost and will pass it along to their renters, causing a financial burden on low income renters.

Ms. Hampton said Texas is a "tenant right State" and that she is a Grayson County Justice of the Peace, and there were no tenant rights cases filed in her court last year. There is no cost for a tenant to file a case against their landlord. Council Member Dobbs felt that most tenants probably are not aware of that process.

She said the Texas Property Code regulates rental property and she didn't feel the City's proposed plan was a viable way to regulate rental property.

Jason Myers, 818 Valentine
Mr. Myers said it is currently cheaper for him to rent a home than it is to buy a home. He said he has good landlords.

Peter Tracy, 705 S. Valentine
Mr. Tracy said a house on North Carr Street has been gutted from fire, and he asked what the City would do about property like that. He also asked about fire hydrants throughout the City.

No other citizens appeared before the City Council to discuss Ordinance No. 6691.

ORD 6692 LANDSCAPE REQUIREMENTS FOR TREES

Mayor Plyler introduced Ordinance No. 6692 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 14 (ZONING ORDINANCE), SECTIONS 14.04.006 (RESIDENTIAL AND NON-RESIDENTIAL LANDSCAPING REQUIREMENTS); MODIFYING CERTAIN EXISTING REGULATIONS RELATING TO RESIDENTIAL AND NON-RESIDENTIAL LANDSCAPING REQUIREMENTS AND THE PRESERVATION AND ADDITION OF PLANTS AND TREES; 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.

Mr. Rae introduced the second part of the proposed tree ordinance, relating to the Zoning Ordinance. The first part updated the Subdivision Ordinance.

James Kindred, Senior Landscape Architect/Project Manager, Halff Associates
Mr. Kindred explained the proposed changes to the Zoning Ordinance, and said it would apply to all new development and redevelopment. He outlined proposed changes to the ordinance.

No other citizens appeared before the City Council to discuss Ordinance No. 6692.

ORD 6693 TIRZ #7 BOARD OF DIRECTORS

Mayor Plyler introduced Ordinance No. 6693 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE COMPOSITION AND POWERS OF THE BOARD OF DIRECTORS FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER SEVEN, CITY OF SHERMAN, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, EXTENDING THE TERM OF THE ZONE, AND MODIFYING CERTAIN PROVISIONS RELATED TO THE TAX INCREMENT BASE AND THE TAX INCREMENT FUND FOR THE ZONE; AMENDING ORDINANCE NO. 6081, PREVIOUSLY APPROVED BY THE CITY COUNCIL ON DECEMBER 4, 2017, AS AMENDED BY ORDINANCE NO. 6262, APPROVED BY THE CITY COUNCIL ON NOVEMBER 8, 2019; PROVIDING A REPEALER CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Ms. Lawrence said this amends the creation ordinance for Tax Increment Reinvestment Zone #7, which includes the Bel Air and Legacy Village developments. It extends the zone to agree with the Master Development Agreement, and adds the State Senator and

State Representative to the Board of Directors, as required by the Tax Code. It also clarifies the increment for each development, and keeps it in the appropriate development.

No citizens appeared before the City Council to discuss Ordinance No. 6693.

ORD 6694 CLOSE & ABANDON ALLEY (POST OAK ADDITION)

Mayor Plyler introduced Ordinance No. 6694 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING THE PLATTED ALLEY WEST OF LOTS 7-10, BLOCK 1, POST OAK ADDITION, AND EAST OF AUSTIN STREET CEMETERY, IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS BEING SHOWN IN VOLUME 35, PAGE 58, DEED RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

Wayne Lee, Director of Engineering, said the platted alley is located within Austin Street Cemetery, and the cemetery will be incorporating the abandoned alley into a replat of the surrounding properties.

No citizens appeared before the City Council to discuss Ordinance No. 6694.

The Public Hearing was closed.

RES 7254 INDUSTRIAL & COMMERCIAL TAX ABATEMENT PROGRAM

RESOLUTION NO. 7254 -- REAUTHORIZING GUIDELINES AND CRITERIA FOR THE CITY OF SHERMAN'S INDUSTRIAL AND COMMERCIAL TAX ABATEMENT PROGRAM TO PROMOTE DEVELOPMENT/REDEVELOPMENT IN CERTAIN AREAS OF THE CITY
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REAUTHORIZING GUIDELINES AND CRITERIA FOR THE CITY OF SHERMAN'S INDUSTRIAL AND COMMERCIAL TAX ABATEMENT PROGRAM TO PROMOTE DEVELOPMENT/REDEVELOPMENT IN CERTAIN AREAS OF THE CITY.

Ryan Pittman, City Attorney, said this was the resolution in conjunction with the public hearing for the reauthorization of the Industrial and Commercial Tax Abatement Program.

ACTION TAKEN.
Motion by Council Member Stevenson to approve Resolution No. 7254, as presented. Second by Council Member Dobbs.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

Ordinance 6689 — **ORD 6689 ANNEXATION OF PROPERTY (GREENWAY)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX AN AREA OF LAND CONSISTING OF APPROXIMATELY 220.18 ACRES OF LAND LOCATED WEST OF F.M. 1417 (HERITAGE PARKWAY) AND NORTH OF O.B. GRONER ROAD ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION, ON APPLICATION OF THE LANDOWNER; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE SUBJECT AREA OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF THE CITY OF SHERMAN AND SHALL BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREINAFTER ADOPTED; AUTHORIZING EXECUTION OF THE ANNEXATION SERVICE PLAN AGREEMENT; PROVIDING FOR A PENALTY FOR A VIOLATION OF THIS ORDINANCE AND SHERMAN'S GENERAL ZONING ORDINANCE, ORDINANCE NO. 2280; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

Ordinance 6690 — **ORD 6690 ZONE CHANGE FOR PLANNED DEVELOPMENT (APPEAL FROM P&Z)**

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 220.18 ACRES BEING A PART OF THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 AND THE JASON STAMPS SURVEY, ABSTRACT NO. 1115, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 3000 BLOCK WEST OB GRONER ROAD AND THE 4500 BLOCK WEST PARK AVENUE, HERETOFORE ZONED R-A (RESIDENTIAL AGRICULTURE) DISTRICT; REZONING AND PLACING THE TRACT IN THE PD (PLANNED DEVELOPMENT) ZONING CLASSIFICATION; SHAKIR REHMATULLAH, FLATO DEVELOPMENT, INC. (OWNER), RICK LEISNER, NORRIS DESIGN (REPRESENTATIVE) AND ATWELL-GROUP (SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Deputy Mayor Teamann said he would abstain from the vote, since he owns adjacent property.

Mr. Pittman explained that a "super majority" vote is required for Ordinance 6690, because of the denial from the Planning and Zoning Commission and the protest from the property owners. Therefore, to approve, an affirmative vote of six members of the Council will be required, regardless of the abstention.

Council Member Stevenson felt that representatives from Flato Development did a good job of listening to, and addressing some of the concerns of nearby residents.

Mr. Rehmatullah addressed the design changes that they made to address citizen concerns, and drainage issues from the development. He also agreed to work with the City on whatever study was required.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Ordinance Nos. 6689 and 6690, as presented. Second by Council Member Howeth.

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

ORD 6691 BUILDING REGULATIONS & FEE SCHEDULE

Ordinance 6691

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 3 (BUILDING REGULATIONS) AND APPENDIX C (COMPREHENSIVE FEE SCHEDULE); MODIFYING CERTAIN EXISTING REGULATIONS AND ESTABLISHING CERTAIN NEW REGULATIONS RELATING TO BUILDINGS, CONTRACTOR REGISTRATION, BUILDING PERMITS AND INSPECTIONS, SUBSTANDARD STRUCTURES, BACKFLOW DEVICES, MANUFACTURED HOUSING, MOBILE HOMES AND TRAVEL TRAILERS, STREETS AND SIDEWALKS, RESIDENTIAL RENTAL PROPERTY LICENSE AND STANDARDS, FLOOD DAMAGE PREVENTION, STORMWATER DISCHARGES RESULTING FROM CONSTRUCTION ACTIVITIES AND ADMINISTRATIVE PROVISIONS; ADOPTING TECHNICAL BUILDING CODES AND THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2021 EDITION, AND AMENDMENTS THERETO; PROVIDING FOR RIGHTS OF APPEAL; 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.

Mr. Rae discussed the proposed residential rental property fee and inspection program. He said the City is "already doing this" as part of the community improvement issue. The intent of the program is not for the "good" property owners, but for the "bad" property owners. The cost of the program is currently at the taxpayers expense.

Caleb Green, Inspector, Development Services, outlined the Residential Rental Property requirements, and how they would be administered. The program is to assure that the "bare necessities" are met and that renters are kept safe. They will be inspecting to ensure that the electrical service is safe, that smoke detectors work, things to keep people safe.

Mayor Plyler said "children in Sherman deserve to live in a place that's not dangerous." The proposed program will focus on derelict owners, and unsafe and unhealthy conditions.

Mr. Rae said the City has been able to get to these situations because they have CO violations, which allows inspections. They must have a way to enter the property for inspections, and this program will allow that.

Council Members discussed various "tweaks" to the program, and how they could best accomplish the goals. They also discussed specific situations that they were aware of in the community.

ACTION TAKEN.

Motion by Council Member Howeth to approve Ordinance No. 6691, deleting sections 304.2 and 305.3, and to exclude, from the rental registration scheme, single-family properties that have four or fewer units on a single lot or parcel, and also to exclude from the International Property Maintenance Code provisions, those same properties that are being currently used as a property with four or fewer units on a single lot or parcel, to be reviewed in one year. Second by Council Member Stevenson.

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

Ordinance 6692 — **ORD 6692 LANDSCAPE REQUIREMENTS FOR TREES**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 14 (ZONING ORDINANCE), SECTIONS 14.04.006 (RESIDENTIAL AND NON-RESIDENTIAL LANDSCAPING REQUIREMENTS); MODIFYING CERTAIN EXISTING REGULATIONS RELATING TO RESIDENTIAL AND NON-RESIDENTIAL LANDSCAPING REQUIREMENTS AND THE PRESERVATION AND ADDITION OF PLANTS AND TREES; 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.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Ordinance No. 6692, as presented. Second by Deputy Mayor Teamann.

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

Ordinance 6693 — **ORD 6693 TIRZ #7 BOARD OF DIRECTORS**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE COMPOSITION AND POWERS OF THE BOARD OF DIRECTORS FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER SEVEN, CITY OF SHERMAN, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, EXTENDING THE TERM OF THE ZONE, AND MODIFYING CERTAIN PROVISIONS RELATED TO THE TAX INCREMENT BASE AND THE TAX INCREMENT FUND FOR THE ZONE; AMENDING ORDINANCE NO. 6081, PREVIOUSLY APPROVED BY THE CITY COUNCIL ON DECEMBER 4, 2017, AS AMENDED BY ORDINANCE NO. 6262, APPROVED BY THE CITY COUNCIL ON NOVEMBER 8, 2019; PROVIDING A REPEALER CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ACTION TAKEN.
Motion by Deputy Mayor Teamann to approve Ordinance No. 6693, as presented. Second by Council Member Stevenson.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

Ordinance 6694
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING THE PLATTED ALLEY WEST OF LOTS 7-10, BLOCK 1, POST OAK ADDITION, AND EAST OF AUSTIN STREET CEMETERY, IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS BEING SHOWN IN VOLUME 35, PAGE 58, DEED RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

ORD 6694
CLOSE & ABANDON ALLEY
(POST OAK ADDITION)

ACTION TAKEN.
Motion by Council Member Stevenson to approve Ordinance No. 6694, as presented. Second by Council Member Dobbs.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

Mayor Plyler asked that the captions of Resolution Nos. 7247 and 7248 be read together.

RES 7247
SHERMAN PARK APARTMENTS
HIKE & BIKE TRAIL

RESOLUTION NO. 7247 -- AWARDING A BID TO ALTERRAIN CAPITAL, LLC FOR THE CONVEYANCE OF APPROXIMATELY 0.5508 ACRES OF LAND IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, GENERALLY LOCATED AT 1400 WEST TAYLOR STREET; AUTHORIZING EXECUTION OF NECESSARY TRANSACTION DOCUMENTS RELATED THERETO
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO ALTERRAIN CAPITAL, LLC FOR the CONVEYANCE OF APPROXIMATELY 0.5508 ACRES OF LAND IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, GENERALLY LOCATED AT 1400 WEST TAYLOR STREET; AUTHORIZING EXECUTION OF NECESSARY TRANSACTION DOCUMENTS RELATED THERETO.

RES 7248
SHERMAN PARK APARTMENTS
HIKE & BIKE TRAIL

RESOLUTION NO. 7248 -- AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SHERMAN AND ALTERRAIN CAPITAL, LLD FOR CERTAIN TRAIL IMPROVEMENTS, CONVEYANCE OF A 1.9-ACRE TRACT OF LAND FROM ALTERRAIN CAPITAL, LLC TO THE CITY OF SHERMAN AND OTHER MATTERS INVOLVING PROPERTY GENERALLY LOCATED AT 1400 WEST TAYLOR STREET
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SHERMAN AND ALTERRAIN CAPITAL, LLC FOR CERTAIN TRAIL IMPROVEMENTS CONVEYANCE OF A 1.9-ACRE TRACT OF LAND FROM ALTERRAIN CAPITAL, LLC TO THE CITY OF SHERMAN AND OTHER MATTERS INVOLVING PROPERTY GENERALLY LOCATED AT 1400 WEST TAYLOR STREET.

Mr. Rae said this is a multi-family project located across from Fairview Park and adjacent to the Taylor Street Gym. As part of the development, they would like to purchase the triangular piece of property for an 1,800 liner foot hike and bike trail, to connect Taylor Street to McGee Street. He outlined the details of the proposal.

ACTION TAKEN.

Motion by Deputy Mayor Teamann to approve Resolution Nos. 7247 and 7248, as presented. Second by Council Member Stevenson.

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

RES 7249
WESTSIDE SANITARY SEWER REPLACEMENT

RESOLUTION NO. 7249 -- AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH W. BROWN ENTERPRISES, INC. BASED ON AN INVITATION TO BID FOR THE WESTSIDE SANITARY SEWER REPLACEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH W. BROWN ENTERPRISES, INC., BASED ON AN INVITATION TO BID FOR THE WESTSIDE SANITARY SEWER REPLACEMENT.

Tom Pruitt, Utility Engineer, said this is a high priority sanitary sewer main replacement project, and would award the bid to the lowest bidder.

ACTION TAKEN.

Motion by Deputy Mayor Teamann to approve Resolution No. 7249, as presented. Second by Council Member Howeth.

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

RES 7250
SHEPHERD DR. OVERHEAD ELECTRIC SUPPLY

RESOLUTION NO. 7250 -- AUTHORIZING EXECUTION OF A DISCRETIONARY SERVICE AGREEMENT WITH ONCOR ELECTRIC DELIVERY COMPANY, LLC FOR THE RELOCATION OF OVERHEAD ELECTRIC SUPPLY ALONG SHEPHERD DRIVE IN THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DISCRETIONARY SERVICE AGREEMENT WITH ONCOR ELECTRIC DELIVERY COMPANY, LLC FOR THE RELOCATION OF OVERHEAD ELECTRIC SUPPLY ALONG SHEPHERD DRIVE, IN THE CITY OF SHERMAN.

Wayne Lee, Director of Engineering, said this project is to relocate 4,350 feet of existing ONCOR overhead electrical lines located along Shepherd Drive.

ACTION TAKEN.
Motion by Council Member Stevenson to approve Resolution No. 7250, as presented. Second by Council Member Howeth.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 7251 -- AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MEAD & HUNT, INC. FOR THE POST OAK WASTEWATER TREATMENT FACILITY TPDES PERMITTING ASSISTANCE — **RES 7251 POST OAK WWTP FACILITY**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MEAD & HUNT, INC. FOR THE POST OAK WASTEWATER TREATMENT FACILITY TPDES PERMITTING ASSISTANCE.

Mr. Pruitt said the City must maintain a Wastewater Discharge Permit, which must be renewed every five years. The permit is extensive to renew, so it is undertaken one year before it expires. It will also include an amendment for the next phase of the South MBR Plant.

ACTION TAKEN.
Motion by Council Member Howeth to approve Resolution No. 7251, as presented. Second by Council Member Holland.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 7252 -- APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD BID PACKAGE 08-001 TO KIEWIT WATER FACILITIES SOUTH FOR THE PROCESS MECHANICAL AT THE SOUTH WASTEWATER TREATMENT PLANT — **RES 7252 SOUTH WWTP**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD BID PACKAGE 08-001 TO KIEWIT WATER FACILITIES SOUTH FOR THE PROCESS MECHANICAL AT THE SOUTH WASTEWATER TREATMENT PLANT.

Mr. Pruitt said this is a bid package for the Process Mechanical at the South Wastewater Treatment Plant. This project is a Greater Texoma Utility Authority Project.

ACTION TAKEN.
Motion by Deputy Mayor Teamann to approve Resolution No. 7252, as presented. Second by Council Member Stevenson.

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

RES 7253
SOUTH WWTP

RESOLUTION NO. 7253 -- APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD BID PACKAGE 05-002 TO KIEWIT WATER FACILITIES SOUTH FOR THE UNDERGROUND PIPING AND APPURTENANCES AT THE SOUTH WASTEWATER TREATMENT PLANT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD BID PACKAGE 05-002 TO KIEWIT WATER FACILITIES SOUTH FOR THE UNDERGROUND PIPING AND APPURTENANCES AT THE SOUTH WASTEWATER TREATMENT PLANT.

Mr. Pruitt said this is another bid package for the South Wastewater Treatment Plant, and is a GTUA project for the underground piping.

ACTION TAKEN.
Motion by Council Member Stevenson to approve Resolution No. 7253, as presented. Second by Council Member Howeth.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RES 7255
ANNUAL AUDIT

RESOLUTION NO. 7255 -- APPOINTING AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH PATTILLO, BROWN & HIL, LLP TO PERFORM THE FISCAL YEAR 2023 AUDIT AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE A TERMINATION AGREEMENT WITH FORVIS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPOINTING AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH PATILLO, BROWN & HILL, LLP TO PERFORM THE FISCAL YEAR 2023 AUDIT AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE A TERMINATION AGREEMENT WITH FORVIS.

Ms. Lawrence said the City and the current auditors have been unable to agree on the application of an accounting standard that relates to the City's payments to GTUA. After consulting with the City's financial advisor and the bond counsel, the City has decided to terminate the contract with FORVIS, and contract with Pattillo, Brown and Hill, LLP, for the 2023 Audit.

ACTION TAKEN.
Motion by Council Member Howeth to approve Resolution No. 7255, as presented. Second by Council Member Stevenson.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 7256 -- AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF THE MASTER DEVELOPMENT AGREEMENT BY RCICD HERITAGE RANCH LLC, FOR THE BENEFIT OF FIRST UNITED BANK AND TRUST COMPANY

RES 7256 HERITAGE RANCH MASTER DEVELOPMENT AGREEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF THE MASTER DEVELOPMENT AGREEMENT BIY RCICD HERITAGE RANCH LLC, FOR THE BENEFIT OF FIRST UNITED BANK AND TRUST COMPANY.

Robby Hefton, City Manager, said the agreement with Heritage Ranch, requires them to get Council approval anytime they make changes to their lending agreement. The agreement is with First United Bank and Trust Company, and is administrative on the City's part.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 7256, as presented. Second by Council Member Howeth.

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

REQUEST TO ADVERTISE

REQUESTING AUTHORIZATION TO ADVERTISE FOR THE ANNUAL SUPPLY OF WATER CHEMICALS

REQUEST TO ADV ANNUAL SUPPLY WATER CHEMICALS

The City Council approved the request to advertise for the annual supply of water chemicals for use at the Water Treatment Plant, Wastewater Lift Stations, and the Wastewater Treatment Plant.
CONSENT AGENDA.

REQUESTING AUTHORIZATION TO ADVERTISE FOR PUBLIC BIDS TO REDESIGN THE CITY OF SHERMAN WEBSITE

SHERMAN WEBSITE

Mayor Plyler removed this item from the Consent Agenda for discussion in its regular order of business.

Nate Strauch, Community and Support Services Manager, briefed the Council on the status of the redesign and updating of the City's website.

ACTION TAKEN.

Motion by Council Member Stevenson to approve the request to advertise for public bids to redesign the City of Sherman website, as presented. Second by Deputy Mayor Teamann.

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

OTHER BUSINESS

DISCUSS AND CONSIDER APPROVAL OF THE BUDGET CALENDAR FOR FISCAL YEAR (FY) 2024-2025

BUDGET CALENDAR

Mr. Hefton presented the proposed Budget Calendar for meetings for the FY 2024-2025 budget process. Council Members needed to change the Budget Work Shop from June 13-14, 2024 to June 20-21, 2024.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt the Budget Calendar, with the change of the Budget Work Shop to June 20-21, 2024. Second by Council Member Howeth.

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

RECEIVE 2023 RACIAL PROFILING REPORT — **2023 RACIAL PROFILING REPORT**

The City Council approved the 2023 Racial Profiling Report from the Sherman Police Department. No "racial profiling" complaints were filed during 2023 from a traffic stop.
CONSENT AGENDA.

COUNCIL COMMENTS — **COUNCIL COMMENTS**

There were no Council comments.

ANNOUNCEMENTS — **ANNOUNCEMENTS**

Mayor Plyler announced the following:

- **Congratulated Sarah McRae, Main Street Manager, on being named Community Leader of the Year, from the Chamber of Commerce.**
- **The Hot Summer Nights 2024 lineup will be announced April 5, 2024, in the Municipal Ballroom.**
- **The Sherman Ex Students will hold a Mardi Gras party on February 13, 2024, from 5:00 pm until 8:00 pm, at Old Iron Post.**

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

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

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

TEX. GOV'T CODE § 551.072 --
DELIBERATING THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING

WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON

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

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

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

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

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

Executive Session was not needed.

ADJOURNMENT **ADJOURNMENT**

On Motion duly made and carried, the meeting adjourned at 7:22 p.m.

_____
MAYOR

_____
CITY CLERK

SHERMAN GREENWAY

City Council Meeting

5 Feb 2024

FLATO DEVELOPMENTS INC.

ND

Team

FLATO Developments Inc. — Developer
Shakir Rehmatullah, President

Norris Design — Planning and Site Design
Rick Leisner, Principal

Atwell — Engineering
Jorge Garay, PE

Greenway PD – FLATO Developments Inc.

Launched in 2005, FLATO® Developments has introduced a new and refreshing spirit to community building.

FLATO® Developments has quickly established a reputation for paying meticulous attention to the finest details, whether it be how to seamlessly integrate a new neighborhood into the existing community fabric, offering distinctive architecture and design flourishes, or going above and beyond to ensure 100-percent customer satisfaction, they have built an impressive reputation, and one the company strives to exceed with every new community-building initiative.

Greenway PD – FLATO Developments Inc.

Before developing a community, FLATO® digs deep to understand the unique personality of the location where it is preparing to build. The company also anticipates the demographics and psychographics of its future homeowners, and then designs in context of both the big picture and the smallest details. The result is arresting architecture that stands proud in the community, distinctively stunning while effectively complementing the greater community.

Edgewood Greens
A Master Planned Community by FLATO®

Greystone
VILLAGE

Carriage House
DUNDALK

Beeton
VILLAGE

GRACE & GRAND
LINDSAY

GreenRidge
A COMMUNITY BY FLATO®

FLATO
DEVELOPMENTS INC.

ND

Greenway PD – FLATO Décor Studio

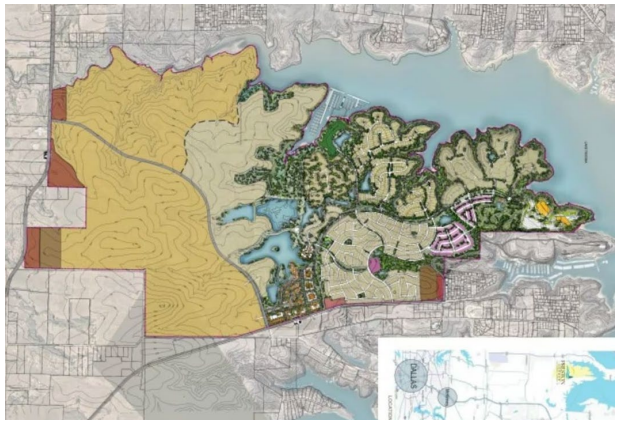
QUALITY HOMES BUILT TO LAST.

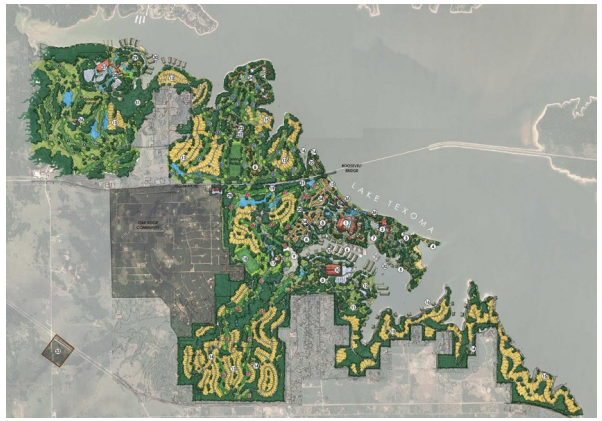
FLATO® understands the importance of every home needing to be as unique and distinctive as the individuals and families that call each house a home.

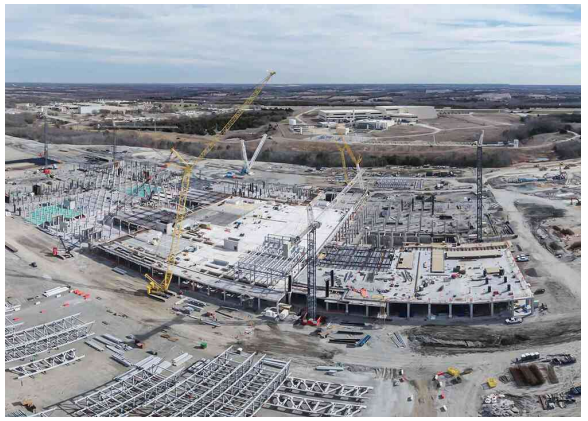
FLATO® DEVELOPMENTS INC.

ND

SHERMAN GROWTH





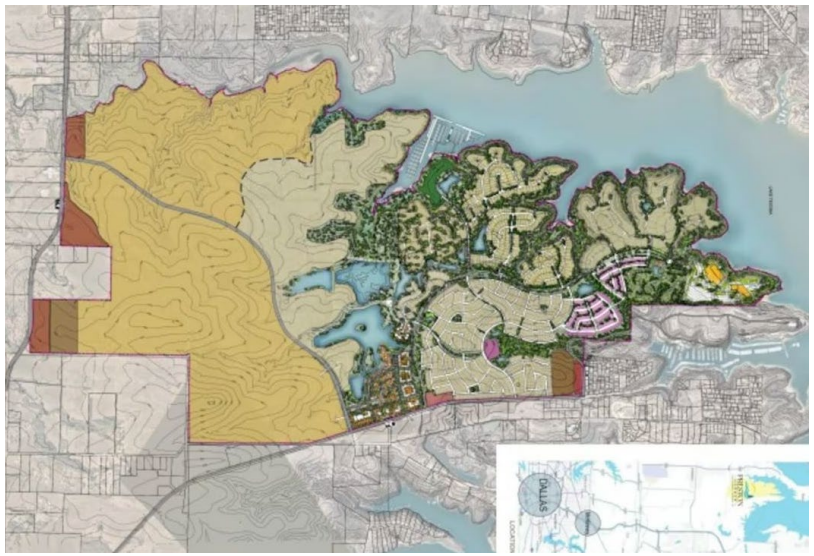


FLATO DEVELOPMENTS INC.

ND

Proposed Red River Development – Craig International

Preston Harbor, A new master-planned community headed by Craig International, will be located in North Texas. Centered around Lake Texoma and the subsequent activities, this development looks to establish roughly 7,500 homes on 3,114 Acres. The development will have a keystone element of a Margaritaville resort, bringing new employment and activity to North Texas.



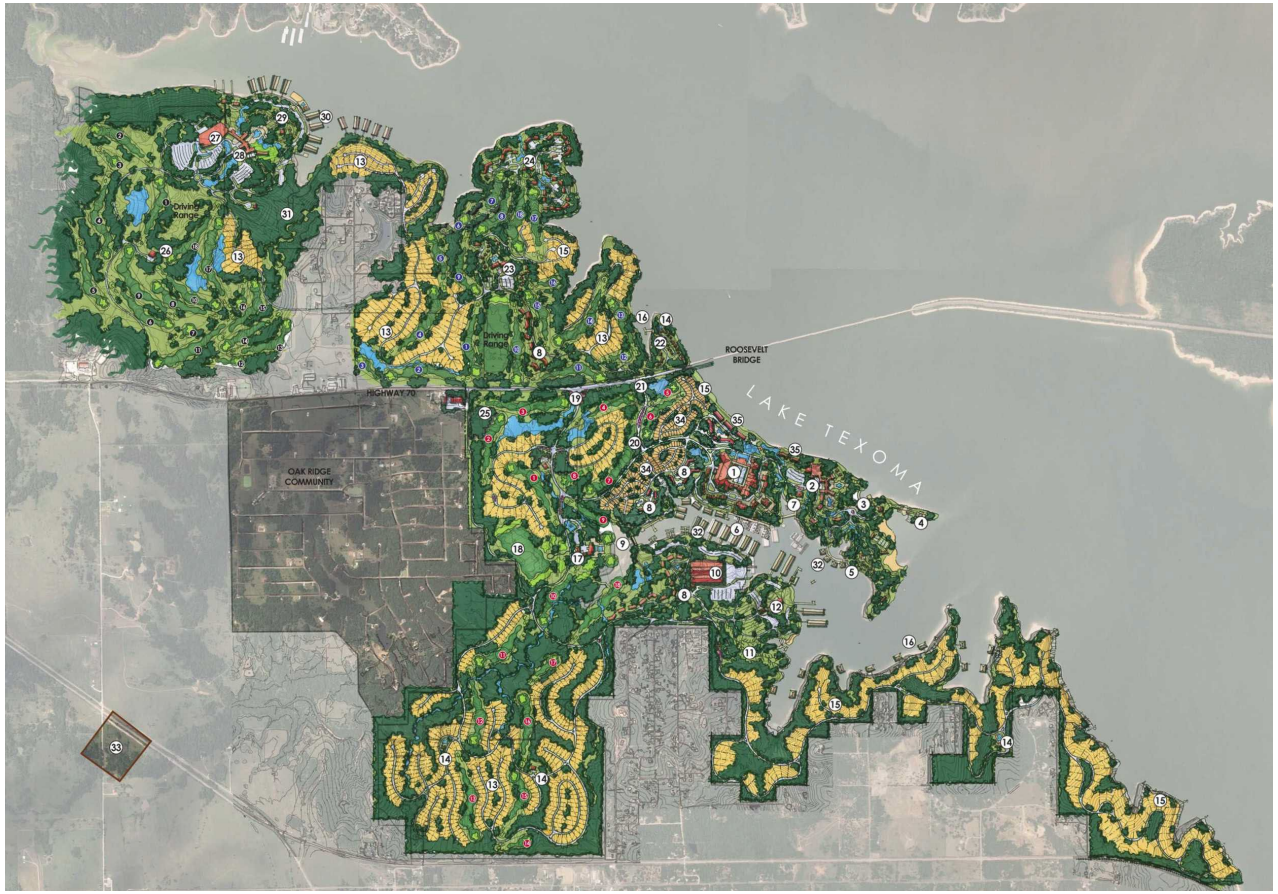
Images pulled from City of Denton

FLATO DEVELOPMENTS INC.

ND

Proposed Red River Development – Pointe Vista

Pointe Vista Holding Company has also planned for a development on Lake Texoma. This 2,700 Acre community will provide an 18-hole golf course, Hard Rock Hotel, Chickasaw Nation Casino and many other amenities. There is also planned several thousand residences as party of this project as well. Though this community is located on the Oklahoma side of the lake, it is another example of large growth opportunities occurring in unison with the North Texas region.



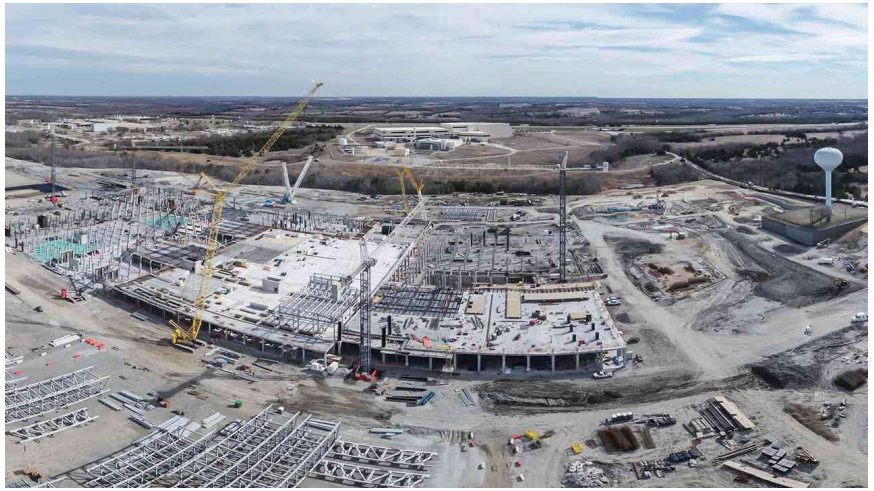
Images pulled from Pointe Vista Website

FLATO DEVELOPMENTS INC.

ND

Sherman – Texas Instrument

A Texas Instrument facility is currently under construction off Highway 75 in Sherman. The facility will produce embedded processing chips and is projected to bring an estimated 3,000 new job opportunities to Sherman. Along with these new job opportunities, the Texas Instrument facility will help bring a significant increase to economic stimulation to Sherman and surrounding areas. With this boom happening new housing, business, and other developments will follow to support this employment.



Images pulled from www.ti.com

FLATO DEVELOPMENTS INC.

ND

GREENWAY PD

Legend
Land Use Types
Neighborhood Commercial
Multifamily
Mixed Use (MF & Retail)
Townhome Mews
Townhome (25)
Single Family Detached (40)
Single Family Detached (50)
Single Family Detached (60)
Open Space/Trails/Woodlands
Floodplain Limits
20' Landscape Buffer
Amenity Center
OB GRONER RD.
OB GRONER & BRADLEY REALIGNMENT
BRADLEY RD.
PRIMARY ENTRY
PRIMARY ENTRY
SECONDARY ENTRY
PARK AVE.
MIXED USE
TOWNHOME 25
TH MEWS
MF - 40
MF - 50
C-N
NORTH
SCALE: 1" = 400'

Greenway PD – Vision

Greenway Planned Development totals 220.18 acres.

Master Planned Community
The community will be designed and branded to be similar in design detail and character. Open space and family amenities will unify the development.

The three (3) guiding principles for development of Greenway are:

1. *Pedestrian walkability,*
2. *Preservation and connection to nature,*
3. *With residential and commercial villages.*

FLATO DEVELOPMENTS INC.

ND

Existing Conditions

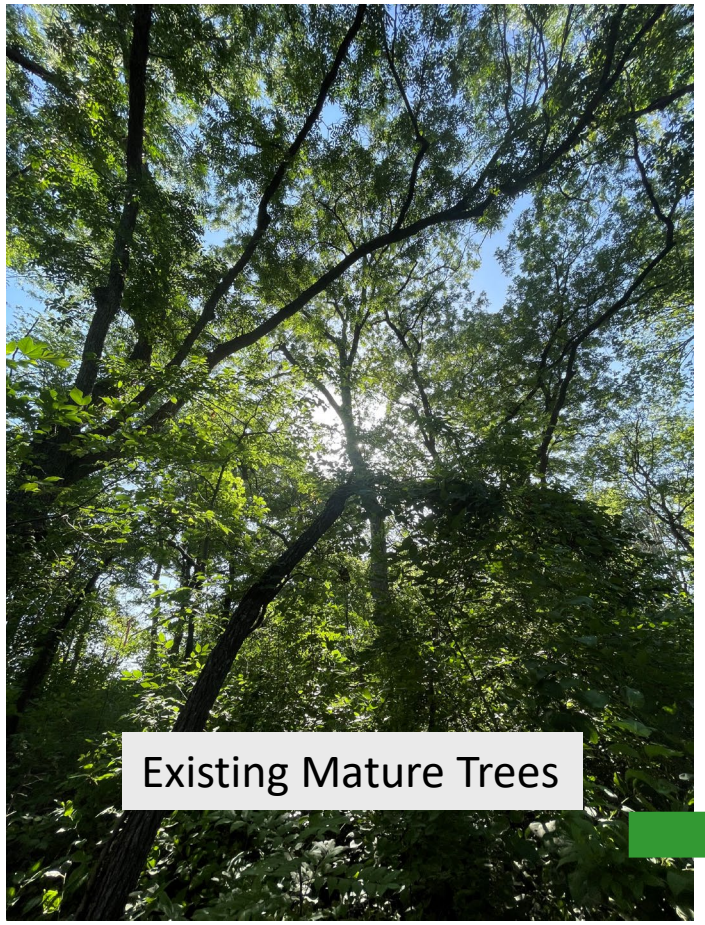
Existing Mature Trees

The trees on the site are fantastic and can provide great value to the community and their residents. Flato plans to provide pedestrian improvements within the canopy and access to the central open space to all residents.

FLATO® DEVELOPMENTS INC.

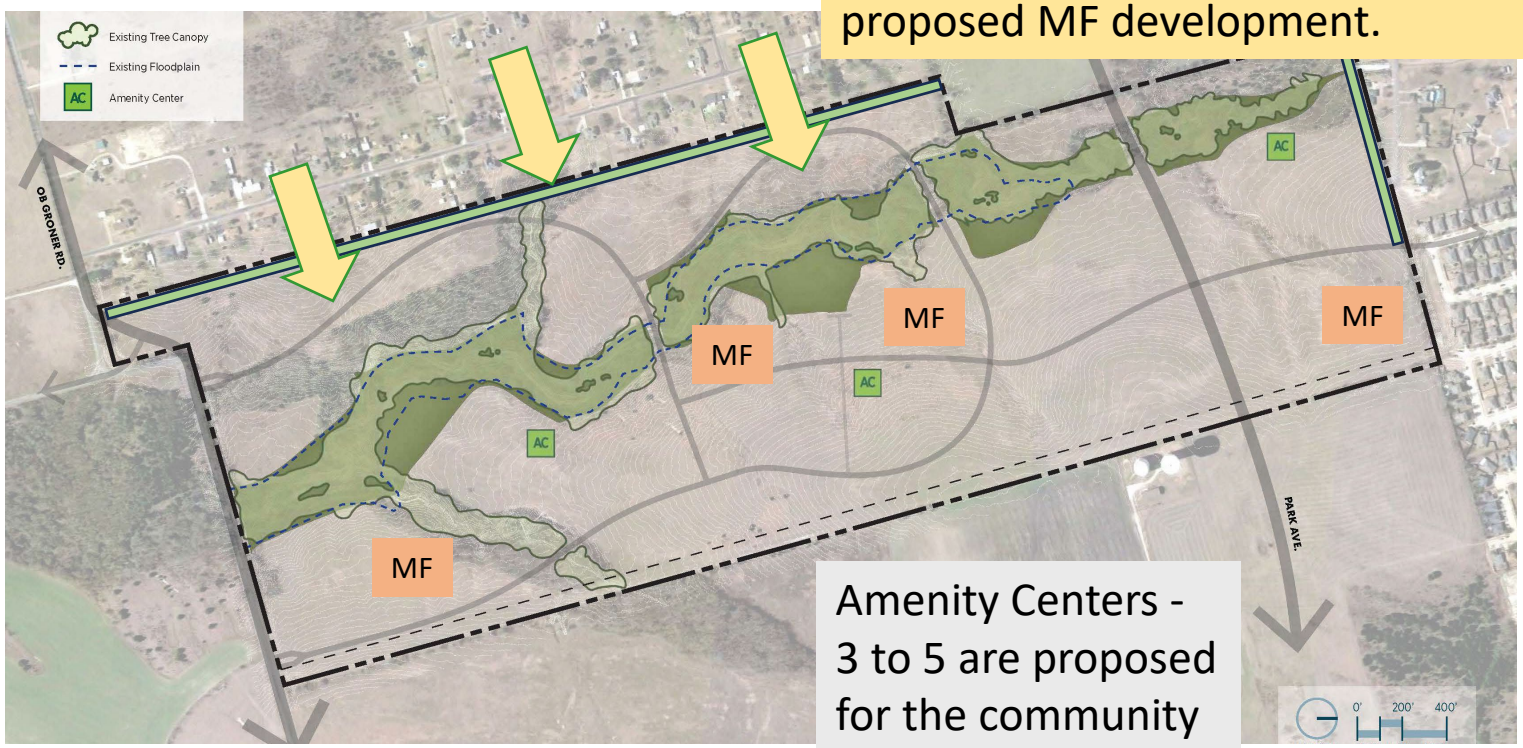
ND

Greenway – Planned Together with Trees



Existing Mature Trees

Existing 60’ tall trees block views of proposed MF development.



Amenity Centers - 3 to 5 are proposed for the community

Use	*Size*	*Percentage*	
Open Space / Trees	37.3 ac.	17.0 %	*(not including multiple pocket parks)*
Major Roadways	31.28 ac.	14.2 %	
Development Villages	142.1 ac.	64.5 %	
Water Easement (open area)	9.5 ac.	4.3 %	
Total Acreage:	*220.18 ac.*	*100 %*	*(all acreage is gross calculation)*

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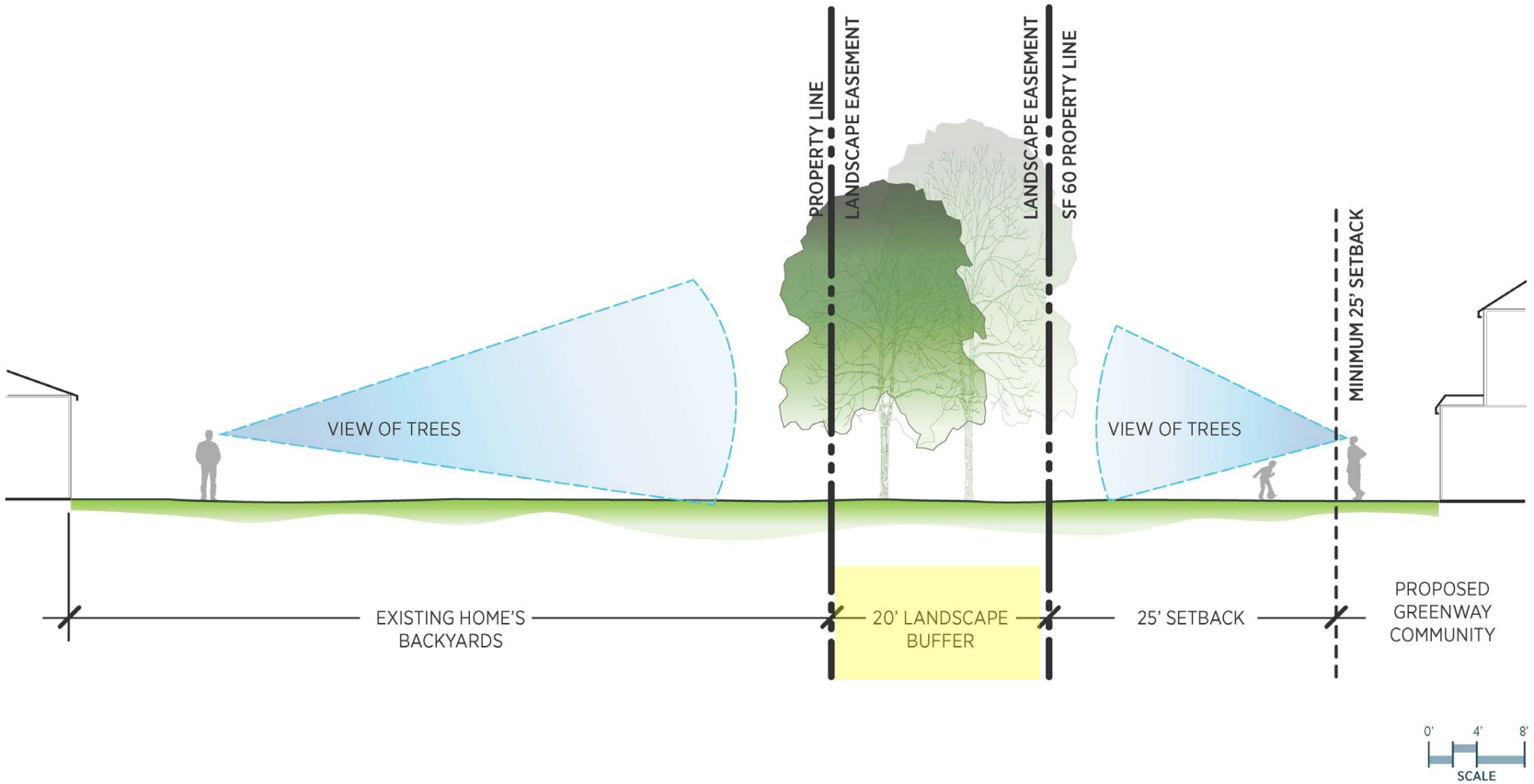
Greenway – Landscape Buffer



GREENWAY | SHERMAN, TX
01/31/2024

LANDSCAPE BUFFER SECTION

FLATO DEVELOPMENTS INC. ATWELL NORRIS DESIGN PEOPLE + PLACEMAKING

Program – Residential and Commercial

Residential Development

Single Family
(60', 50', and 40' SF lots)
Townhome
Mixed Use
Multi-Family

Commercial Development

Neighborhood Serving
Commercial

Prototypical Development Images

Program – Residential and Commercial

Residential Development

Single Family
(60', 50', and 40' SF lots)
Townhome
Mixed Use
Multi-Family

Commercial Development

Neighborhood Serving
Commercial

Prototypical Development Images

Phase One

Preliminary areas for Phase One development.

- Utilities
- Access
- Additional phases to the north

Modifications Made / Attributes

Modifications Offered to Date:

1. All lots next to Rolling Hills 60’ wide.
2. Landscape buffer 20’ with trees.
3. Save all existing trees on Rolling Hills property line.
4. All SF-60 lots have 25’ rear setback.
5. All MF and MXD to be max 4-story tall.
6. All TH to be 25’ wide.
7. Design our sewer system to accommodate full neighborhood flow from Rolling Hills and provide stub-outs.
8. Conduct drainage study and include surface flow from Rolling Hills in our system.

Attributes:

a. Save +/- 37.3 acreage of existing mature trees.
b. Share in infrastructure cost.
c. Help on city-wide mobility.
d. Variety of quality housing types.
e. Provide network of pedestrian trails.

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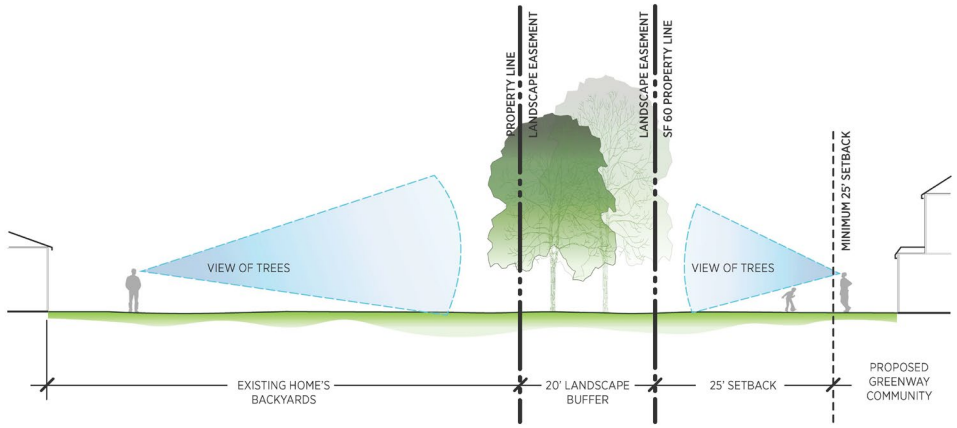
ND

Development Plan / Q&A

Neighborhood Meeting



Thank You!

Happy to answer any questions.

FLATO DEVELOPMENTS INC.

ND

Ord. No. 6691
Chapter 3 Building Regulations

February 5, 2024

Recommended Changes

- Update to 2021 ICC building and fire codes (2023 for Electrical)
- Adopt 2021 International Property Maintenance Code
- Adopt Residential Rental Property License and Standards
- Increase building permit fees

Property Maintenance Code

Staff recommends deleting the following sections from the adoption of the 2021 International Property Maintenance Code:

- Section 304.2 Protective Treatment. Refers to the treatment and maintenance of exterior surfaces on buildings and structures.
- Section 305.3 Interior Surfaces. Refers to the treatment and maintenance of interior surfaces.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Residential Rental Property Regulations

- Allow for city inspectors to schedule annual property inspections for residential rental properties in the City of Sherman.
- These regulations would apply to single-family and multi-family rental properties.
- Regulations to ensure that the following are meeting minimum standards:
  - Structural integrity of the building
  - Safe egress is provided
  - Exterior wall deterioration
  - Railings, stairs, and balcony safety
  - Plumbing, electrical and HVAC systems are working
  - General Maintenance of grounds and premises
  - Fire safety

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Building Regulation Fees

LAND USE	SHERMAN (Current)	SHERMAN (Proposed)	ANNA	MELISSA	CELINA	MCKINNEY	PROSPER
New Residential Building Permit (ie. 2,000 sq ft home)	$0.30/square foot ($600)	**$0.50/square foot ($1000)**	$2,700 per home	Varies based on SQFT ($1,750)	$1.10/square foot ($2,200)	$0.68/square foot ($1,360)	Varies based on SQFT ($1,750)
New Multi-family Building Permit (ie. 330,000 sq ft apartment complex, 340 units)	$0.30/square foot ($99,000)	**$0.50/square foot ($165,000)**	$1,400 per unit ($476,000)	Varies based on SQ FT ($93,200)	$0.90/square foot ($297,000)	$520 per unit ($176,800)	Varies based on SQ FT ($102,000)
New Commercial Building Permit (ie. 60,000 sq ft hotel, $9M in valuation)	$0.30/square foot ($18,000)	**$0.50/square foot ($30,000)**	$0.70/square foot ($42,000)	Based on Valuation ($30,800)	???	Based on Valuation ($30,800)	Based on Valuation ($30,500)
Mechanical, Electrical, and Plumbing permits (a la carte)	$50	**$75 plus $30 for each additional inspection**	$125	$80	$100	Varies Depending on scope of work (min $40)	Based on Valuation
Minimum fee for other items • CO • Roofing repair or replacement • Accessory building	$50	**$75**	$100 (COs are $50)	$80 (COs are $50)	$100	Varies between $40 and $200	$50
• Residential Rental Property License Fee	N/A	**$10 per unit**	$300 plus $25 per unit	$85 plus $25 per unit	$150 plus $20 per unit	N/A	Min $200, $10 per unit

Staff Recommendation

Staff recommends approval of Ordinance No. 6691 with a motion to delete Sections 304.2. and 305.3 from the 2021 International Property Maintenance Code

Building Regulations Update

QUESTIONS?

Sherman, Texas

Sherman Landscaping Ordinance

January 9, 2024

ORDINANCE OVERVIEW

1 Applicability

All new development within the City limits

2 Updates to Existing Ordinance

- Residential trees now have a minimum 3” instead of 2”
- Review and edits to the Approved Species List
- Commercial parking lot islands now require trees

3 New Requirements

- Standards for planting trees and landscaping, and maintenance
- Street Buffer trees
- Compatibility Bufferyards

4 Relation to Tree Ordinance

Preserved Trees or Replacement Trees required for tree mitigation count towards landscaping requirements

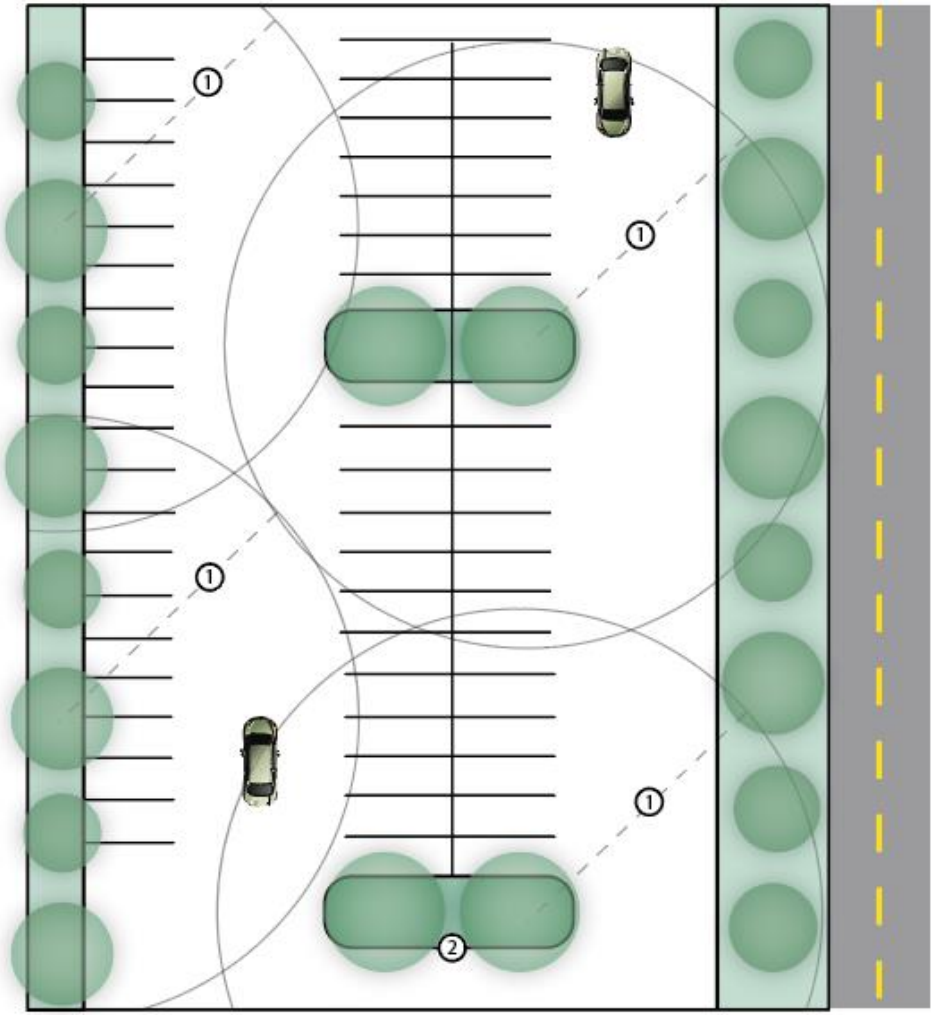
COMMERCIAL REQUIREMENTS

Parking Lot Landscape Areas

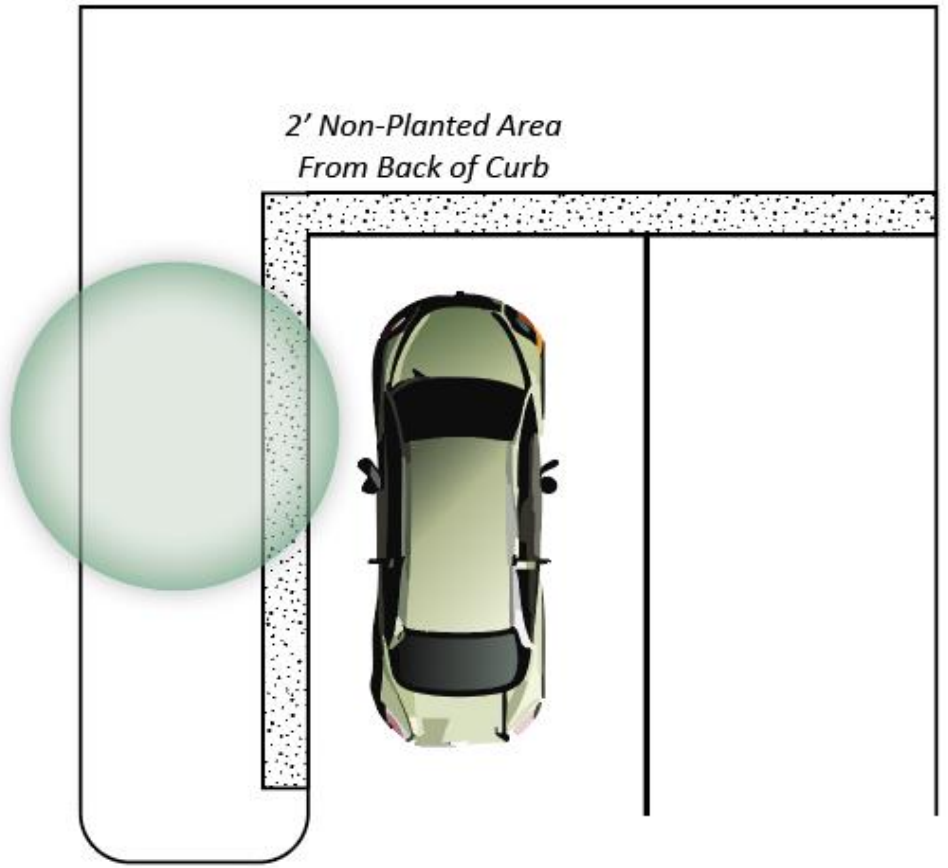
Landscape islands now require shade trees, with spacing to ensure canopy coverage, as follows:

- Shade Tree for 12 parking stalls in a row
- Every parking stall within 50 feet of a shade tree
- Trees can be clustered for natural look and feel

COMMERCIAL REQUIREMENTS



① 50' tree centerpoint radius ② Landscape island



STREET PERIMETER BUFFER

Green space with trees and plantings to add buffering and visual character along streets

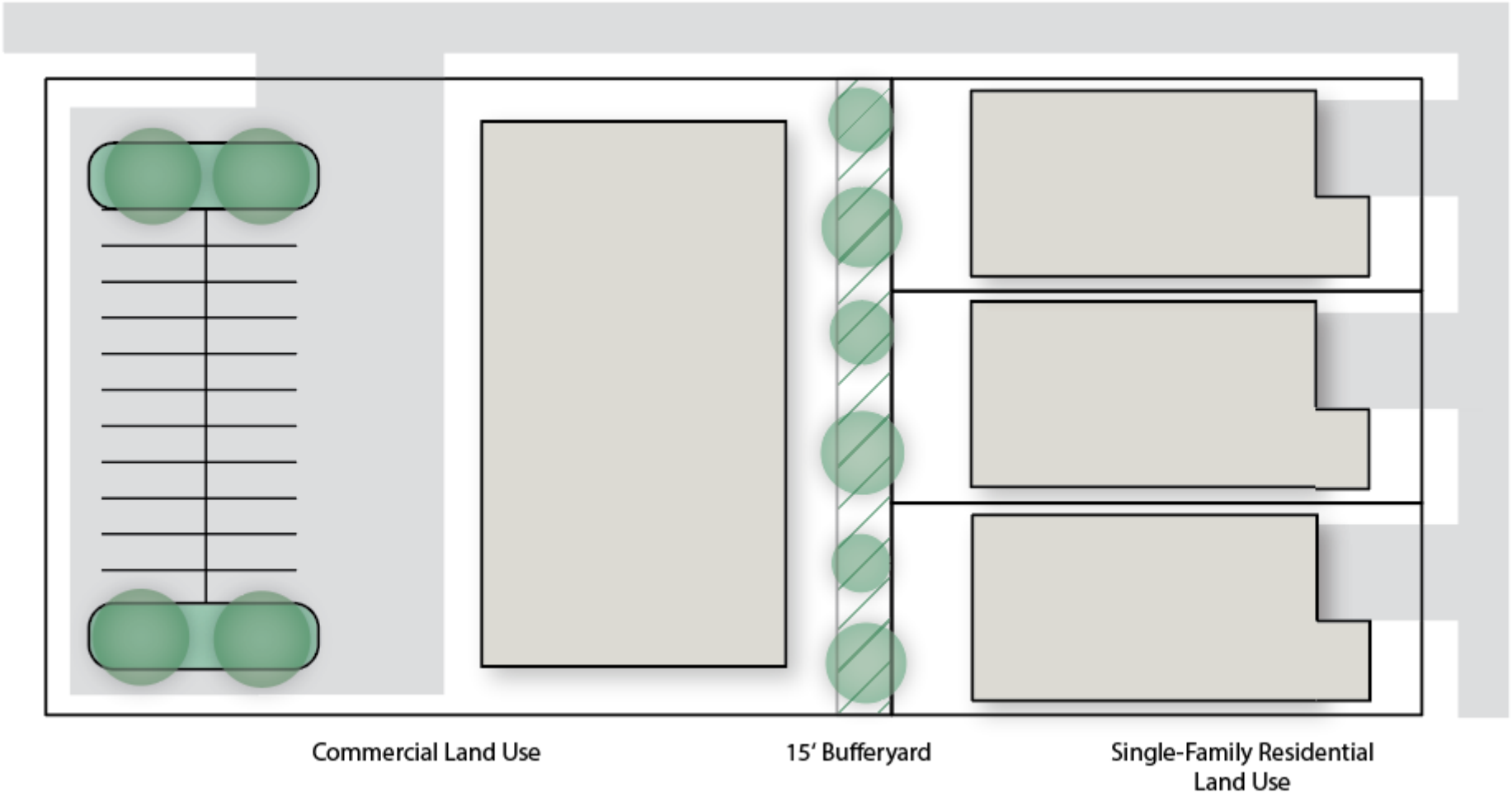
- 15-foot buffer adjacent to perimeter streets
- Does not include space for utility easements
- Planting requirements for 1,000 sq ft area:
  - Two (2) shade tree
  - Two (2) ornamental trees
- Can include preserved vegetation or new plantings

BUFFERYARDS

Green space transitions to facilitate compatibility

- A 15-foot Bufferyard between single-family residential and non-single family use
- Bufferyards shall be installed on the non-single-family site
- Planting requirements for 1,000 sq ft area:
  - One (1) shade tree
  - Two (2) ornamental trees
- Can include preserved vegetation or new plantings

BUFFERYARDS



QUESTIONS?

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 2/19/2024

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:
SPECIAL PRESENTATION
Receive Update from Texas Department of Transportation Paris District Engineer Noel Paramanantham on TxDot Projects

Issue:
To receive an update on the status of current and future TxDOT Projects within Sherman

Background:
TxDOT's Paris District Engineer Noel Paramanatham will provide a brief update on the status of several current transportation projects

Origination:
City Manager's Office

Financial Consideration:
There is no financial consideration related to this agenda item.

Staff Recommendation:
There is no council action required on this agenda item.

Alternatives:
This is an update presentation. No alternative applies to this agenda item.

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 2/19/2024

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:
SPECIAL PRESENTATION
Receive Report from TAPS Public Transit

Issue:
to receive the TAPS report from Shellie White, General Manager of Transdev.

Background:
This is an update to provide the City Council with an overview of TAPS Public Transit most recent activities

Origination:
City Manager's Office

Financial Consideration:
This is for informational purposes only.

Staff Recommendation:
No action is required of the City Council

Alternatives:
None recommended

Attachments:
None

Sherman
CLASSIC TOWN. BROAD HORIZON

Proclamation

WHEREAS, Engineers use their scientific and technical knowledge and skills in creative and innovative ways to fulfill society's needs, and

WHEREAS, Engineers face the major technological challenges of our time - from rebuilding towns devastated by natural disaster, cleaning up the environment, and assuring safe, clean, and efficient sources of energy, to designing information systems that will speed our country into the future, and

WHEREAS, Engineers are encouraging our young math and science students to realize the practical power of their knowledge, and

WHEREAS, we will look more than ever to engineers and their knowledge and skills to meet the challenges of the twenty-first century.

NOW THEREFORE, I, David Plyler, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim February 18 through 24, 2024

ENGINEER'S WEEK

In the City of Sherman, and encourage all citizens to celebrate the valuable contribution engineers make to society's needs and the advancement of our communities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 19th day of February, 2024.

_____
Mayor

ATTEST:

Linda Ashby
City Clerk

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 2/19/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6695

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.496 Acres Being Lots 1, 2 And 3 Of The Northcreek Addition In The Alexander And Richards Survey, Abstract No. 42, City Of Sherman, Grayson County, Texas, Located At 5012-5020 Knollwood Road, Heretofore Zoned MF-30 (Multi Family Residential) District; Rezoning And Placing The Tract In The R-2F (Duplex Residential) District Zoning Classification, Young Enterprises, LP And Jose Menjivar (Owner) And Copley Land 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 0.496 acres of land located at 5012-5020 Knollwood Road from an MF-30 (Multi Family Residential) District to R-2F (Duplex Residential) District.

Background:

The property is located at 5012-5020 Knollwood Road near the intersection of Hilre Drive and Knollwood Road. The owner is requesting a Zone Change from an MF-30 (Multi Family Residential) District to R-2F (Duplex Residential) District.

Origination:

Young Enterprises, LP And Jose Menjivar (Owner)
Copley Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the January 9, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Zoned Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6695
2. Exhibit A - Property Survey

3. Location Map
4. Zoning Map
5. Future Land Use Map
6. Zoning Sign Photo
7. Project Narrative
8. Floor Plan

ORDINANCE NO. 6695

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.496 ACRES BEING LOTS 1, 2 AND 3 OF THE NORTHCREEK ADDITION IN THE ALEXANDER AND RICHARDS SURVEY, ABSTRACT NO. 42, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 5012-5020 KNOLLWOOD ROAD, HERETOFORE ZONED MF-30 (MULTI FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-2F (DUPLEX RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, YOUNG ENTERPRISES, LP AND JOSE MENJIVAR (OWNER) AND COPLEY LAND 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 at 5012-5020 Knollwood Road, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-2F (Duplex Residential) 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 19th day of February 2024.

ADOPTED on this the 19th day of February 2024.

EFFECTIVE DATE on this the 19th day of February 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

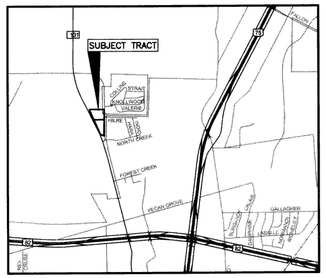
GENERAL NOTES:

1. Bearings are based on the Texas State Plain Coordinate System, NAD 83, North Central Zone 4202. and the Final Plat, NORTH CREEK ADDITION, SECTION FOUT, an addition to the City of Sherman, Texas, as per plat recorded in Doc. No. 2019-118, Plat Records, Grayson County, Texas.
2. Set monuments are 5/8" iron rods with yellow plastic cap stamped "Jones Carter", unless noted otherwise.
3. The pavement width for Hilre Drive is 31' back to back.

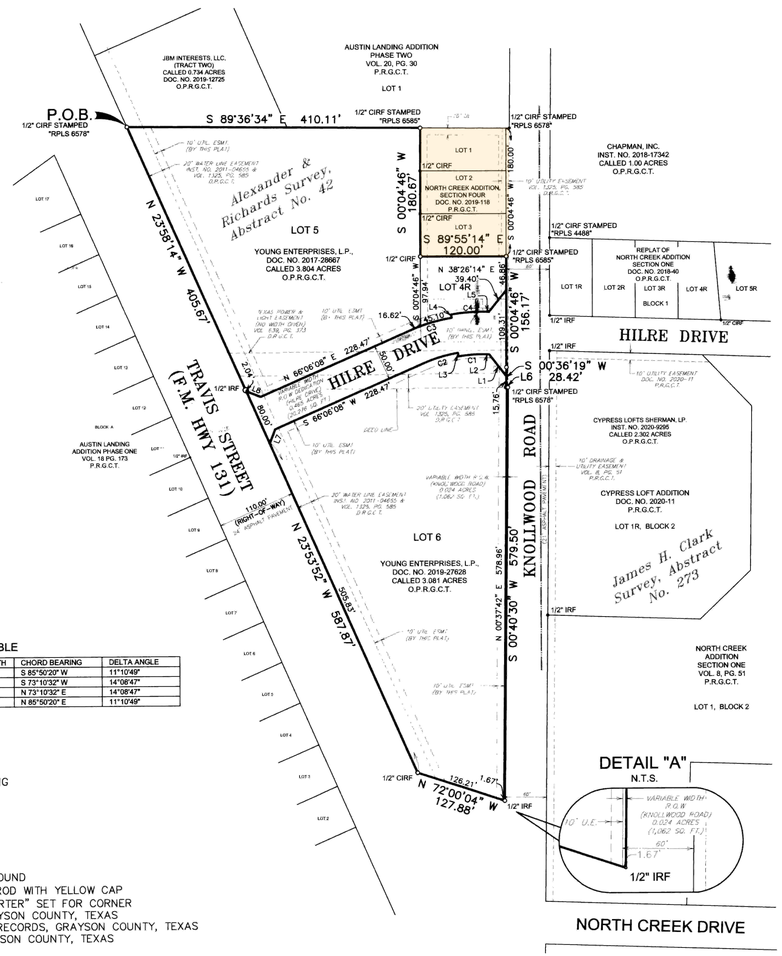
FLOOD NOTE:

Inherent inaccuracies of FEMA or Flood Insurance Rate Maps preclude a surveyor from certifying to the accuracies of locations based on such maps. All flood-plain information on this survey is for graphical depiction only, as scaled off of Firm Panel Map No. 48181C0290F, dated September 29, 2010. This property is in Zone X, Areas determined to be outside of the 0.2% annual chance floodplain.

0' 50' 100' 200'
SCALE: 1"=100'



VICINITY MAP
N.T.S.



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 37°43'37" W	39.29'
L2	N 88°34'15" W	5.01'
L3	N 09°45'05" W	5.00'
L4	N 09°45'05" W	5.00'
L5	S 88°34'15" E	3.35'
L6	N 89°36'48" E	2.07'
L7	N 21°06'08" E	21.21'
L8	N 68°53'52" W	21.21'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	195.00'	38.05'	37.99'	S 85°50'20" W	11°10'49"
C2	200.00'	49.38'	49.25'	S 73°10'32" W	14°08'47"
C3	250.00'	61.73'	61.57'	N 73°10'32" E	14°08'47"
C4	255.00'	49.76'	49.68'	N 85°50'20" E	11°10'49"

LEGEND

POC	POINT OF COMMENCING
POB	POINT OF BEGINNING
CM	CONTROL MONUMENT
R.O.W.	RIGHT OF WAY
VOL.	VOLUME
PG.	PAGE
ESMT	EASEMENT
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CIRS	5/8" CAPPED IRON ROD WITH YELLOW CAP STAMPED "JONES CARTER" SET FOR CORNER
D.R.G.C.T	DEED RECORDS, GRAYSON COUNTY, TEXAS
O.P.R.G.C.T.	OFFICIAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
P.R.G.C.T.	PLAT RECORDS GRAYSON COUNTY, TEXAS

FINAL PLAT
NORTH CREEK ADDITION, SECTION FIVE AND REPLAT OF LOTS 4 AND 5 OF NORTH CREEK ADDITION, SECTION FOUR

AN ADDITION TO THE CITY OF SHERMAN, TEXAS
AND BEING 6.359 ACRES OUT OF THE ALEXANDER & RICHARDS SURVEY, ABSTRACT NO. 42
GRAYSON COUNTY, TEXAS

JANUARY 2021

Filed for Record
in the Official Records Of:
Grayson County Clerk
On: 2/23/2021 10:52:17 AM
In the PLAT Records
NORTH CREEK ADDN
Doc Number: 2021-28
Number of Pages: 2
Amount: 75.00
Order#: 20210223000052
By: HA

DEVELOPER / OWNER:
YOUNG ENTERPRISES, L.P.,
5414 NORTH FM HWY. 1417
SHERMAN, TX 75092
PHONE: (903) 892-1508

ENGINEER / SURVEYOR:
JONES|CARTER
Texas Board of Professional Engineers and Land Surveyors
Engineer Registration No. F-439, Survey Registration No. 100461-03
2805 Dallas Parkway, Suite 600 • Plano, Texas 75093
972.488.3880
Contact: Eduardo Martinez, E-mail: emartinez@jonescarter.com

OWNER'S CERTIFICATION

STATE OF TEXAS :
COUNTY OF GRAYSON :

WHEREAS, Young Enterprises, L.P., is/are the owner(s) of a 6.359 acre tract of a tract of land situated in the Alexander & Richards Survey, Abstract No. 42, Grayson County Texas, being all of a called 3.804 acre tract described in deed to Young Enterprises, L.P., recorded in Document No. 2017-28667 of the Official Public Records of Grayson County, Texas (O.P.R.G.C.T.) and all of a called 3.081 acre tract described in deed to Young Enterprises, L.P., recorded in Document No. 2019-27628, O.P.R.G.C.T., and being all of Lots 4 and 5, of North Creek Addition, Section Four, an addition to the City of Sherman, Texas, as plat recorded in Document No. 2019-118, Plat Records, Grayson County, Texas.(P.R.G.C.T.) and being more particularly described as follows:

BEGINNING at a 1/2" capped iron rod with cap stamped "RPLS 6578" found for the northwest corner of said 3.804 acre tract, and the southwest corner of tract two, a called 0.734 acre tract described in deed to JBM Interest, LLC, recorded in Document No. 2019-12725, O.P.R.G.C.T., also being the easterly line of North Travis Street (a variable width Right-of-Way);

THENCE South 89 Degrees 36 Minutes 34 Seconds East, departing the easterly line of said Travis Street, along the north line of said 3.804 acre tract, passing at a distance of 223.97 feet, the southeast corner of Lot 1, Austin Landing Addition, Phase Two, an addition to the City of Sherman, Texas, as recorded in Volume 20, Page 30, P.R.G.C.T., and continuing for a total distance of 410.11 feet to a 1/2" iron rod with cap stamped "RPLS 6585" found for the northwest corner of Lot 1, of said North Creek Addition, Section Four;

THENCE South 00 Degrees 04 Minutes 46 Seconds West, departing the south line of said Austin Landing, along the west line of said North Creek Addition, Section Four, a distance of 180.67 feet to a 1/2" iron rod with cap stamped "6578" found for the southwest corner of Lot 3;

THENCE South 89 Degrees 55 Minutes 14 Seconds East, along the south line of said Lot 3, a distance of 120.00 feet to a 1/2" iron rod with cap stamped "6578" found for the southeast corner of Lot 3, and the west right-of-way line of Knollwood Road;

THENCE South 00 Degrees 04 Minutes 46 Seconds West, departing the southeast corner of said Lot 3, along the west line of said Knollwood Road, a distance of 156.17 feet to a point for corner;

THENCE South 00 Degrees 36 Minutes 19 Seconds West, along the west line of said Knollwood Road, a distance of 28.42 feet to a point for corner;

THENCE North 89 Degrees 36 Minutes 48 Seconds East, departing the west line of Knollwood Road, along the north line of said 3.081 acre tract, a distance of 2.07 feet to a 1/2" capped iron rod with cap stamped "RPLS 6578" found for the northeast corner of said 3.081 acre tract;

THENCE South 00 Degrees 40 Minutes 30 Seconds West, along the east line of said 3.081 acre tract, a distance of 579.50 feet to a 1/2" iron rod found for the southeast corner of said 3.081 acre tract and the northerly line of N. Travis Street;

THENCE North 72 Degrees 00 Minutes 04 Seconds West, along the northerly line of N. Travis Street, a distance of 127.88 feet to 1/2" capped iron rod found for the southwest corner of said 3.081 acre tract, and the easterly line of North Travis Street;

THENCE North 23 Degrees 53 Minutes 52 Seconds West, along the easterly line of N. Travis Street and the westerly line of said 3.081 acre tract, a distance of 587.87 feet to a 1/2" iron rod found for the northwest corner of said 3.081 acre tract and the southwest corner of said 3.804 acre tract;

THENCE North 23 Degrees 58 Minutes 14 Seconds West, along the easterly line of N. Travis Street and the westerly line of said 3.804 acre tract, a distance of 405.67 feet to the **POINT OF BEGINNING** and containing 276,993 square feet or 6.359 acres of land more or less.

Approved this 17th day of November, 2020, by the City Planning and Zoning Commission of the City of Sherman, Texas.

Chairman _____ Secretary _____

Accepted by the City Council of the City of Sherman

Mayor, City of Sherman, Texas _____ 02/09/2021 Date

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the forgoing, PLAT OF LOT 4R, 5 AND 6, BLOCK 1 OF NORTH CREEK ADDITION , SECTION FIVE, an addition to the City of Sherman, Texas was submitted to the City Council on the 7th day of December, 2020, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places as shown and set forth in and upon said map or plat. and said City Council further authorized the Mayor to note the acceptence thereof by signing his name as herein above described.

Witness my hand this 9th day of February, 2021.

Clerk City of Sherman, Texas _____

CITY OF SHERMAN TEXAS

STATE OF TEXAS :
COUNTY OF GRAYSON :

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Young Enterprises, L.P., do hereby adopt this plat designating the hereinabove property as NORTH CREEK ADDITION , SECTION FIVE, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part of any buildings, fences, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strip[s and any public or private utility shall, at all times, have a right of ingress or egress to and from and upon the said easements stripes for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject ot all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this 1st day of February, 2021.

Young Enterprises, L.P., a Texas limited partnership

By: Todd Young

Name: Todd Young

Title: President

STATE OF TEXAS:
COUNTY OF GRAYSON :

Before me, the undersigned authority, a Notary Public in and for said County and State on this date personally appeared Todd Young, President, ~~Owner,~~ known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purpose and considerations therein expressed.

given my hand and seal of office, this the 1st day of February, 2021.

Notary Public, State of Texas

My Commission expires : 09/12/2024

Notary Public, State of Texas
Comm. Expires 09-12-2024
Notary ID 12487837-6

KNOW ALL MEN BY THESE PRESENTS:

That I, Eduardo Martinez, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the platting rules and regulations of the City of Sherman, Texas.

Eduardo Martinez,
Registered Professional Land Surveyor No. 5274

STATE OF TEXAS
REGISTERED
EDUARDO MARTINEZ
5274
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS:
COUNTY OF COLLIN :

Before me, the undersigned authority, a Notary Public in and for The State of Texas, on this date personally appeared Eduardo Martinez, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and considerations therein expressed and in the capacity therein stated.

given my hand and seal of office, this the 28 day of January, 2021.

Notary Public, State of Texas

Filed for Record
in the Official Records Of:
Grayson County Clerk
On: 2/23/2021 10:52:17 AM
In the PLAT Records
NORTH CREEK ADDN
Doc Number: 2021-28
Number of Pages: 2
Amount: 75.00
Order#: 20210223000052
By: HA

FINAL PLAT
NORTH CREEK ADDITION, SECTION FIVE AND REPLAT OF LOTS 4 AND 5 OF NORTH CREEK ADDITION, SECTION FOUR

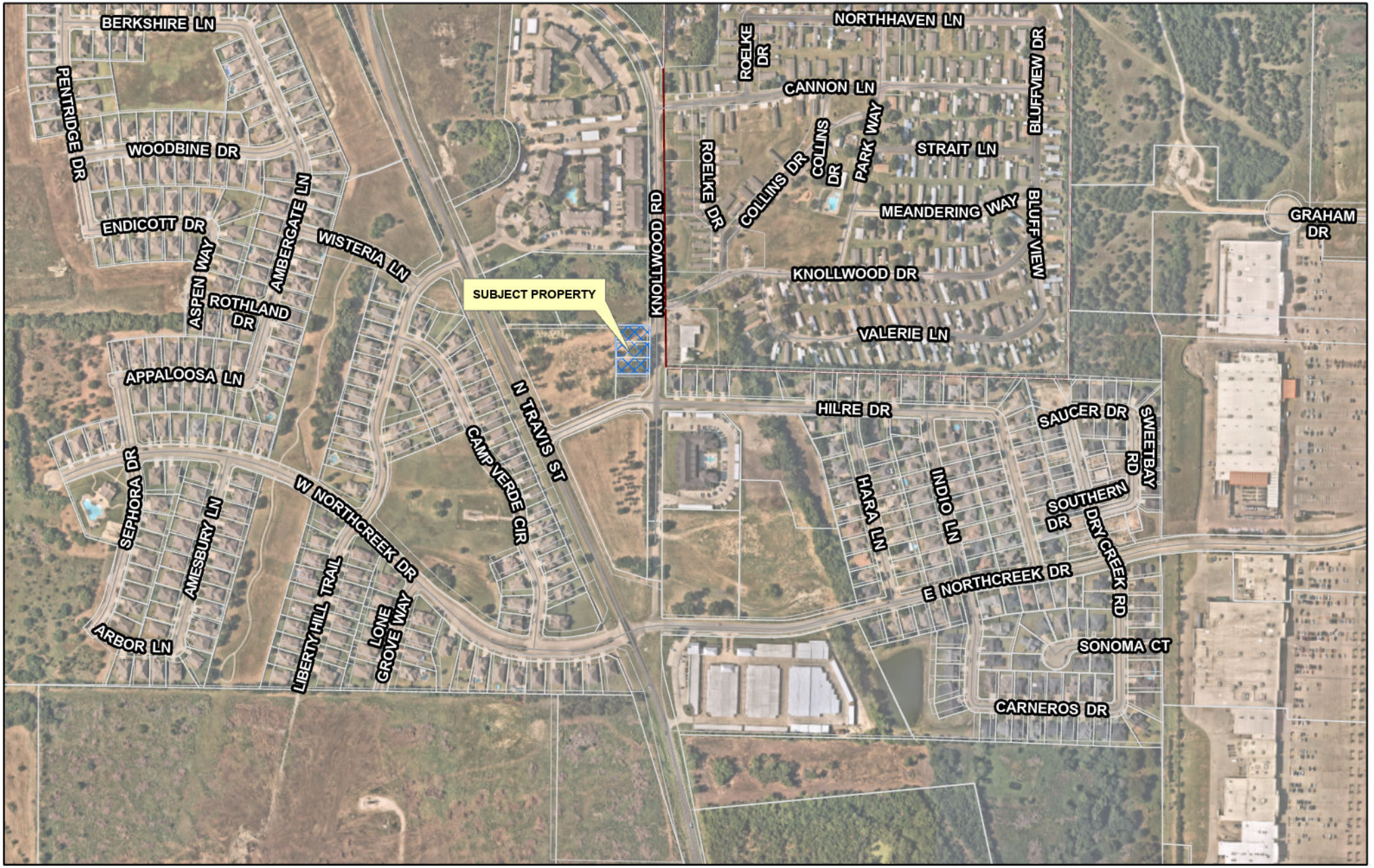
AN ADDITION TO THE CITY OF SHERMAN, TEXAS
AND BEING 6.359 ACRES OUT OF THE ALEXANDER & RICHARDS SURVEY, ABSTRACT NO. 42
GRAYSON COUNTY, TEXAS

JANUARY 2021

DEVELOPER / OWNER:
YOUNG ENTERPRISES, L.P.,
5414 NORTH FM HWY. 1417
SHERMAN, TX 75092
PHONE: (903) 892-1508

ENGINEER / SURVEYOR:
JONES|CARTER
Texas Board of Professional Engineers and Land Surveyors
Engineer Registration No. F-439, Survey Registration No. 100461-03
2805 Dallas Parkway, Suite 600 • Plano, Texas 75093
972.488.3880
Contact: Eduardo Martinez, E-mail: emartinez@jonescarter.com

E-9-421



dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
5012-5020 KNOLLWOOD RD

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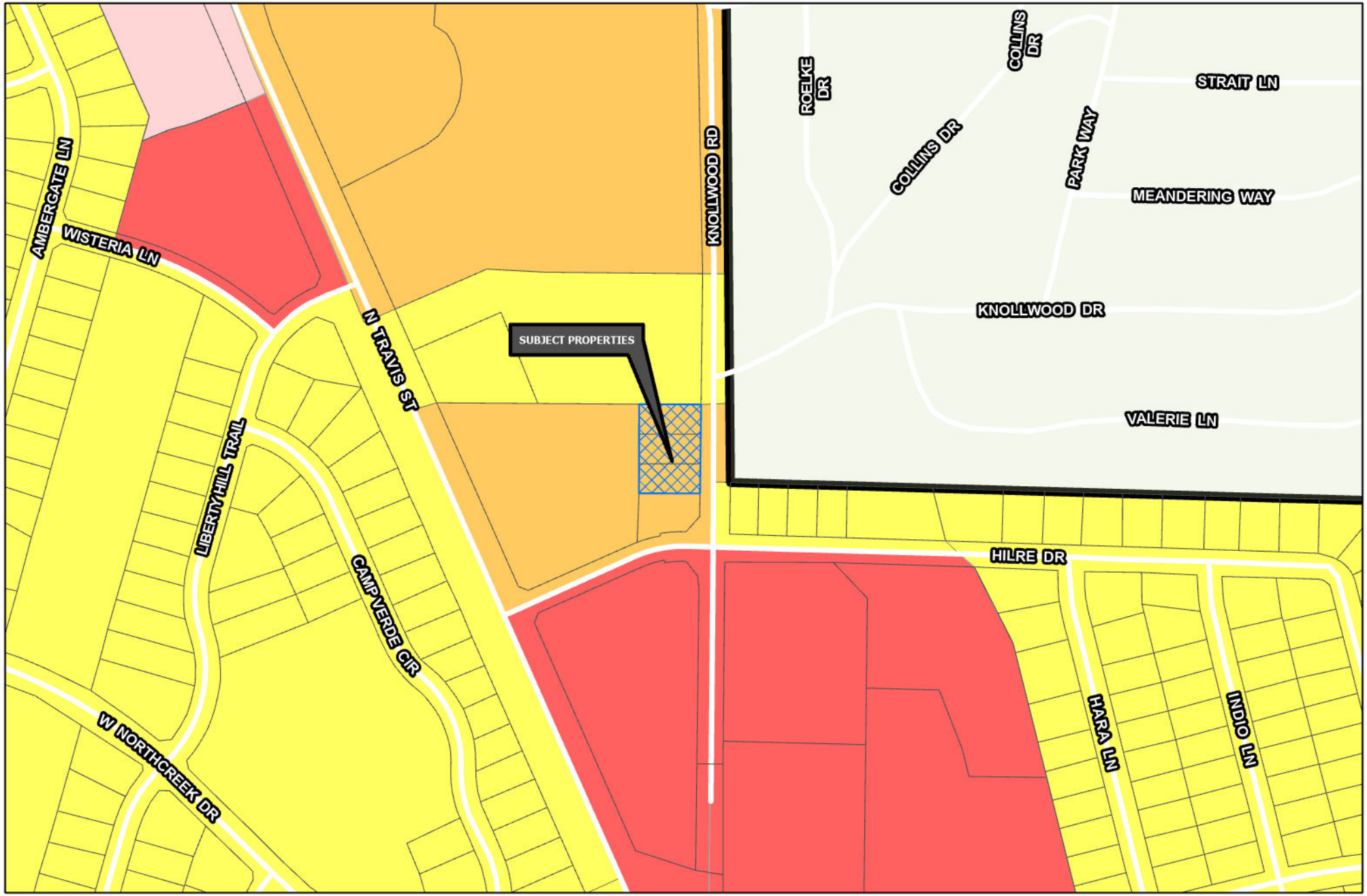
Date: 12/15/2023 9:46 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

Road Names All

Planning & Zoning

CITY OF SHERMAN
ZONING MAP
5012-5020 KNOLLWOOD RD

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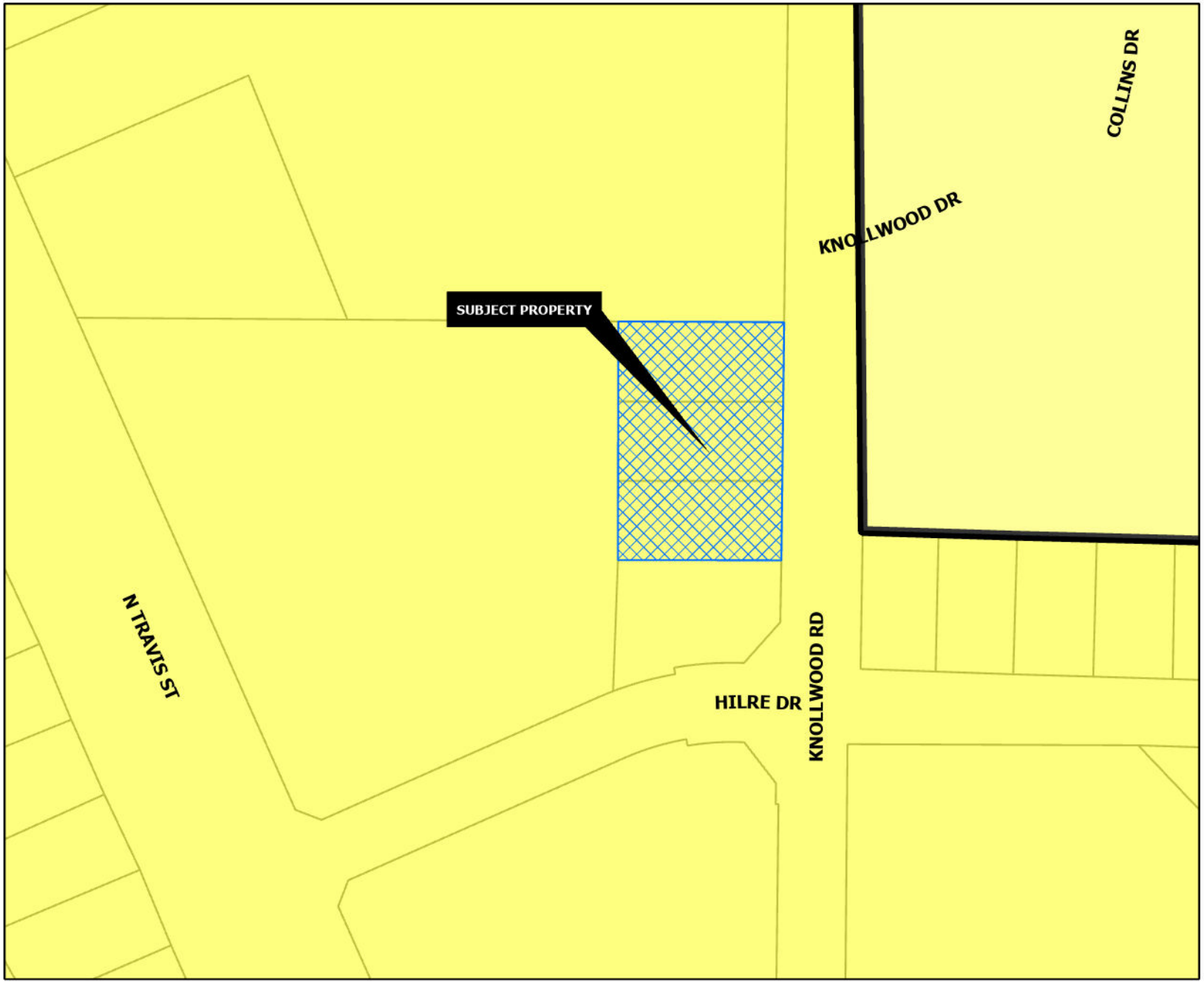
Date: 10/15/2020 9:45:11 AM



SUBURBAN NEIGHBORHOOD

Intent & Character

The Suburban Neighborhood category is intended to allow primarily single-family detached in a "complete neighborhood" setting. New subdivisions should include a mix of housing products and lot sizes. Areas of supporting local commercial should be integrated into the neighborhoods, primarily along major streets near the entrance of neighborhoods. Community amenities such as parks, trails, open spaces, and civic uses should also be included in the creation of new subdivisions. This category gives flexibility for the creation of master-planned neighborhoods that are compatible with the surrounding area.

Appropriate Land Use Types

- Single-family detached (primary land use type)
- Single-family attached (duplexes and townhomes)
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Estate Residential
- Single-Family Residential (R-12, R-6, R-5, and R-4)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Neighborhood Commercial
- Planned Development

Considerations

- Street connections to existing and future developments.
- Smaller lots and denser development can serve as a transition from the local commercial areas.

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

N
W E
S

CITY OF SHERMAN
FUTURE LAND USE MAP
5012-5020 KNOLLWOOD RD

Date: 12/15/2023 9:46 AM

12/28/2023

YOUNG ENTERPRISES, L.P.

5414 HWY 1417 N, Sherman, TX 75092
(903)-892-1508
www.youngenterpriseslp.com

11/22/2023

To: City of Sherman

Zoning Change – Knollwood Rd Lots

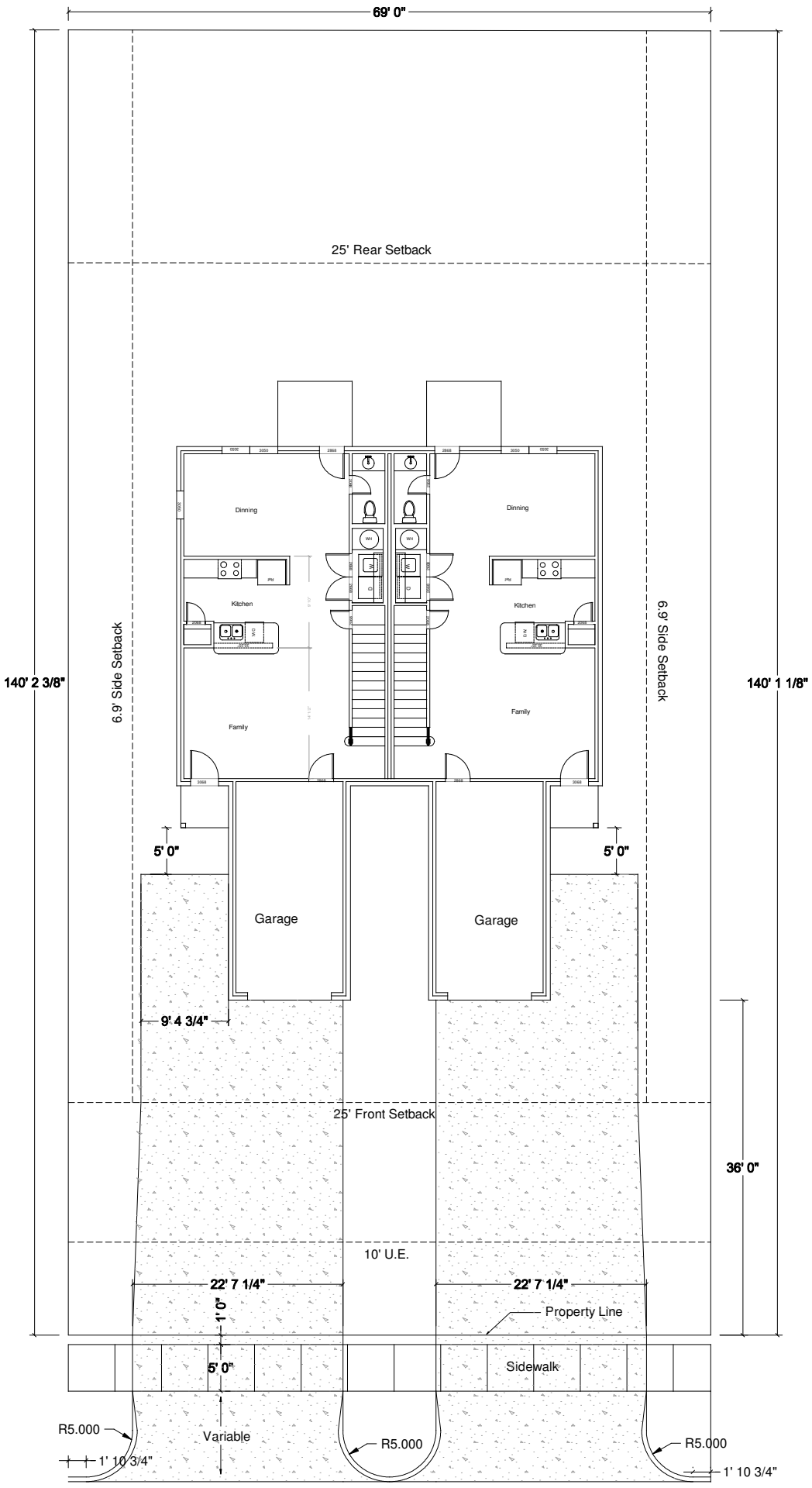
5020 & 5016 Knollwood Rd – Owned by Jose Menjivar
5012 Knollwood Rd – Owned by Young Enterprises

Young Enterprises and Jose Menjivar are submitting a zoning change for 3 lots on Knollwood road. We would like to change the zoning to R-2F to be able to develop duplexes. The current zoning of MF-30 is not in compliance for a duplex application. We would propose to have these lots zoning changed simultaneously.

Thank you for you consideration,

Todd Young – President

SITE PLAN - 5012,5016,5020 KNOLLWOOD RD



SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 2/19/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6696

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow A Mini-Warehouse (Self Storage) In A C-2 (General Commercial) District, Located At 2007-2011 Texoma Parkway And 2007 Texoma Drive, Consisting Of 5.924 Acres Being A Replat Of Lots 1 And 2, Block A Of First United Bank Addition And A Part Of Lot 5, Block 2 Of Teague Industrial Park Unit No. 2, City Of Sherman, Grayson County, Texas Ikon Group Opportunity Zone Fund, LLC (Owner), Kent Hughlett (Representative) And Helvey-Wagner Surveying (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

Issue:

Consideration of a Specific Use Permit for 5.924 acres of land located at 2007-2011 Texoma Parkway and 2007 Texoma Drive to Allow A Mini-Warehouse (Self Storage) in a C-2 (General Commercial) District.

Background:

The property is located at 2007-2011 Texoma Parkway and 2007 Texoma Drive at the corner of Texoma Parkway and Texoma Drive. The property owner is requesting a Site Plan and Specific Use Permit for a mini-warehouse.

The following has been approved for this location:

- 10/17/2023 - Replat of Texoma Place Storage

Origination:

IKON Group Opportunity Zone Fund, LLC (Owner)
Kent Hughlett (Representative)
Helvey-Wagner Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the January 9, 2024 regular meeting, the Planning and Zoning Commission voted 6/1 to recommend to City Council that the SUP be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6696
2. Exhibit A - Property Survey
3. Exhibit B - Site Plan
4. Location Map
5. Zoning Map
6. Future Land Use Map
7. Zoning sign
8. Project Narrative

ORDINANCE NO. 6696

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 A MINI-WAREHOUSE (SELF STORAGE) IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 2007-2011 TEXOMA PARKWAY AND 2007 TEXOMA DRIVE, CONSISTING OF 5.924 ACRES BEING A REPLAT OF LOTS 1 AND 2, BLOCK A OF FIRST UNITED BANK ADDITION AND A PART OF LOT 5, BLOCK 2 OF TEAGUE INDUSTRIAL PARK UNIT NO. 2, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS IKON GROUP OPPORTUNITY ZONE FUND, LLC (OWNER), KENT HUGHLETT (REPRESENTATIVE) AND HELVEY-WAGNER SURVEYING (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 2007-2011 Texoma Parkway and 2007 Texoma Drive, being a replat of Lots 1 and 2, Block A of First United Bank Addition and a part of Lot 5, Block 2 of Teague Industrial Park Unit No. 2, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a mini-warehouse (Self 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 property 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. *(Code of Ordinances Chapter 3.02(c))*
3. Final Plat shall be filed before issuance of Building Permit.
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. 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)*
6. Front and Rear setbacks shall be no less than 25' and the Side setbacks shall be no less than 15' *(14.02.0217(1)).*
7. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
8. The property must be properly maintained in a state of good repair and neat appearance.
9. 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.
10. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
11. 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))*
12. 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.
13. 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. Platting of the property is required. *Code of Ordinances Chapter10.02.002(a)(1); Texas Local Government Code Title 1, Sec. 212.004*
15. Water main does not directly serve subject property. Extension of water main by developer is required, if needed. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10.03.003(g)*
16. City wastewater does not directly serve subject property. Extension of wastewater main by developer is required, if needed. *Code of Ordinances Chapter 13, Sec. 13.07.282; 10.03.003(h)*

17. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003.(f)*
18. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10.03.003(i)*
19. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be found in the Development Guide on the City of Sherman website. *Code of Ordinances Chapter 10.03.006(b)*

Fire Services

20. Knox key switched on gates.

21. 903.2.9 - An automatic sprinkler system shall be installed throughout all self-service storage facilities.
22. Exception: One-story self-service storage facilities that have no interior corridors, with a one-hour fire barrier separation wall installed between every storage compartment. (City Ordinances Amendments 3.02.002)
23. 507.5.1.1 - Buildings equipped with a FDC installed in accordance shall have a fire hydrant within 100' of the fire department connections.
24. 503.2.4 - The minimum turning radius shall be at least 25' unless fire lane exceeds minimum requirement of 24'. (City Ordinances Amendments 3.01.002)

Additional Conditions:

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

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 19th day of February 2024.

ADOPTED on this the 19th day of February 2024.

EFFECTIVE DATE on this the 19th day of February 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

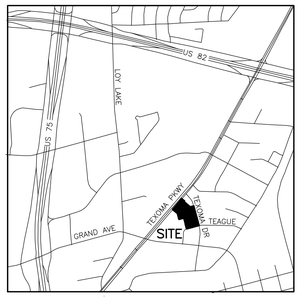
APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

Vicinity Map

(not to scale)

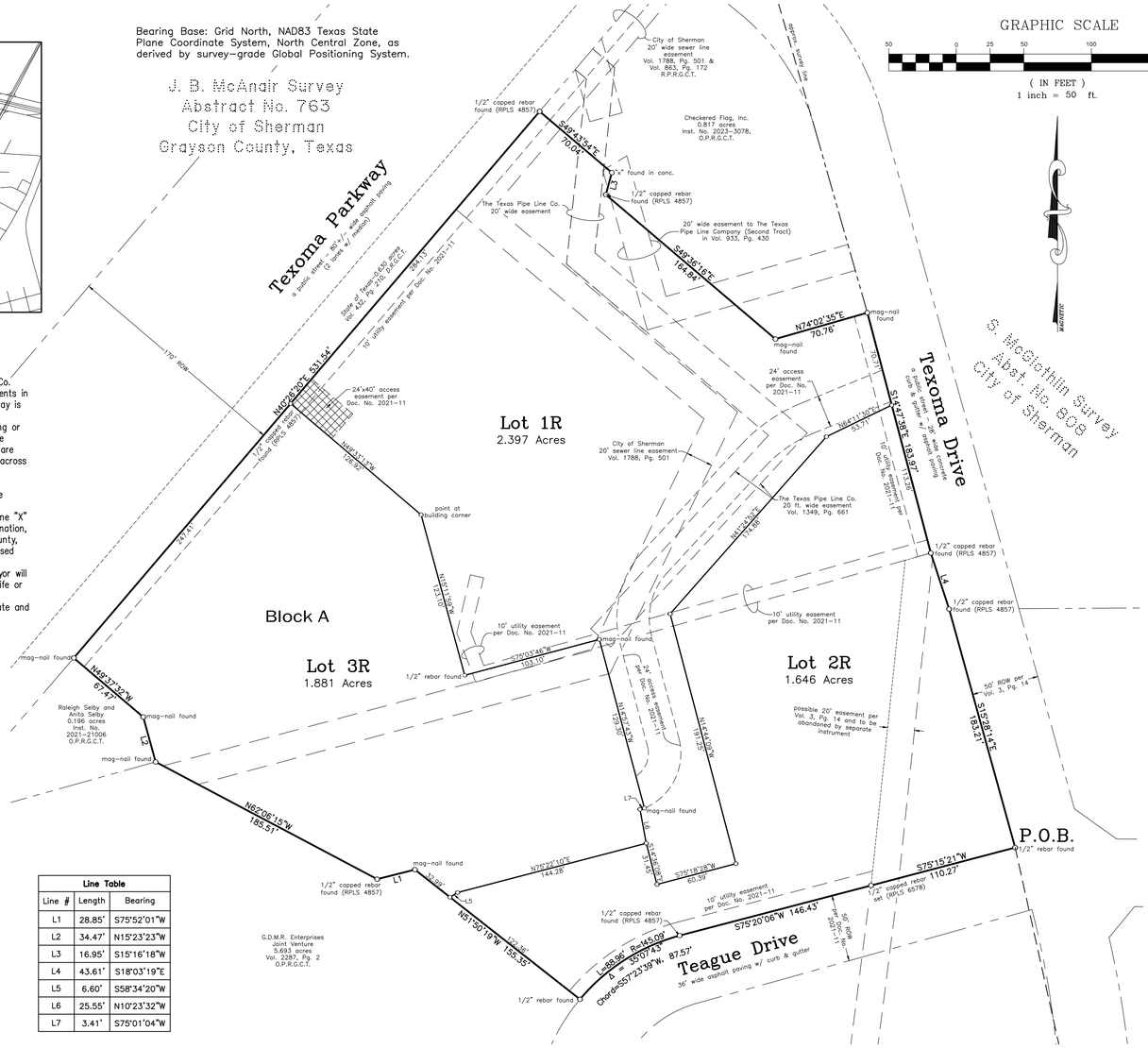


General Notes:

1. Water Supply to be provided by City of Sherman.
2. Sewer service to be provided by City of Sherman.
3. Electrical service is provided by Oncor Electric Delivery Co.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat hereon lies within a Zone "X" (areas determined to be outside 500–year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0290 G, Revised Date: September 1, 2022.
8. Neither The City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

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

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



Line Table		
Line #	Length	Bearing
L1	28.85'	S75°52'01"W
L2	34.47'	N15°23'23"W
L3	16.95'	S15°16'18"W
L4	43.61'	S18°03'19"E
L5	6.60'	S58°34'20"W
L6	25.55'	N10°23'32"W
L7	3.41'	S75°01'04"W

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

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

_____
Kate A. Wagner, R. P. L. S. No. 6578 Date:

I, IKON Group Opportunity Zone Fund, LLC, sole owner of Texoma Place Storage to City of Sherman, Texas do hereby dedicate the streets, easements, alleys, rights–of–way, parks, school sites and other public places shown hereon to the public use forever.

_____
Ravi Kumar Akkineni, Authorized Agent for IKON Group Opportunity Zone Fund, LLC

AVIGATION RELEASE

WHEREAS, IKON Group Opportunity Zone Fund, LLC hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as Texoma Place Storage to the City of Sherman, Texas. OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a municipal corporation, hereinafter called CITY, and Sherman Municipal Airport, hereinafter called AIRPORT, from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of all aircraft (aircraft being defined for the purposes of this instrument as any contrivance now known or hereinafter invented, used or designed or navigation of or flight in the air) by whomsoever owned and operated, in the airspace above OWNER'S property. Such release shall include, but not be limited to, any damages to the OWNER's described property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on the Sherman Municipal Airport, whether such claim be for injury or death to person or persons damages to or taking off of property; and OWNER does hereby fully remiss and release any right or cause of action which it may now have or which it may in the future have against the CITY or AIRPORT, whether such claims be for injury or death to persons or damage to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Sherman Municipal Airport.

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at Texoma Place Storage, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this _____ day of _____, 2023.

By:_____
Ravi Kumar Akkineni
Authorized Agent for IKON Group Opportunity Zone Fund, LLC

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared Ravi Kumar Akkineni, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2023.

_____
Notary Public, Grayson County, Texas

Sherman
CLASSIC TOWN. BROAD HORIZON.

This, the final plat of Texoma Place Storage to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2023, by the Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

This, the final plat of Texoma Place Storage to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2023, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____
MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing final plat of Texoma Place Storage to the City of Sherman, Texas was submitted to the City Council of Sherman, Texas, on the _____ day of _____, 2023, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND THIS _____ DAY OF _____, 2023, BY _____
CITY CLERK, CITY OF SHERMAN, TEXAS

LEGAL DESCRIPTION

SITUATED in the City of Sherman, County of Grayson, State of Texas, being all of Lots 1 and 2, Block A of First United Bank Addition to the City of Sherman, Texas as per plat of record in Doc. No. 2021–11, Plat Records, Grayson County, Texas and a part of Lot 5, Block 2 of Teague Industrial Park Unit No. 2, an addition to the City of Sherman, Texas as per plat of record in Volume 3, Page 14, said Plat Records, said part of Lot 5 being the same 0.341 acre tract of land (Tract Two) conveyed by Special Warranty Deed with Vendor's Lien from American Bank of Texas, N.A. to IKON Group Opportunity Zone Fund, LLC on February 10, 2023 and recorded in Inst. No. 2023–3487, Official Public Records and being more particularly described by metes and bounds as follows to–wit:

BEGINNING at a ½ inch rebar found at the intersection of the West right–of–way line of Texoma Drive, a public street, with the North line of Teague Drive, a public street, lying in the East line of said Lot 5, Block 2, Teague Industrial Park Unit No. 2, at the Southeast corner of both said IKON Group Opportunity Zone Fund 0.341 ac. and the herein described tract;

THENCE South 75 deg. 15 min. 21 sec. West, with the North line of said Teague Drive and the South line of said IKON Group Opportunity Zone Fund 0.341 ac., a distance of 110.27 ft. to a ½ inch capped rebar set, stamped "RPLS 6578" lying in the West line of said Lot 5, Block 2, Teague Industrial Park Unit No. 2, at the Southwest corner of said IKON Group Opportunity Zone Fund 0.341 ac. and the most Southerly Southeast corner of said Lot 2, Block A, First United Bank Addition;

THENCE South 75 deg. 20 min. 06 sec. West, continuing with the North line of said Teague Drive and with the South line of said Lot 2, Block A, a distance of 146.43 ft. to a ½ inch capped rebar found (RPLS 4857) at the beginning of a curve;

THENCE Southwesterly, continuing with the North line of said Teague Drive and with the South lines of both said Lot 2 and Lot 1, Block A, First United Bank Addition, with a curve to the left, having a radius of 145.09 ft., a central angle of 35 deg. 07 min. 43 sec. (chord bears South 57 deg. 23 min. 39 sec. West, 87.57 ft.) and an arc length of 88.96 ft. to a ½ inch rebar found at the most Easterly corner of the 5.693 acre tract of land conveyed to G.D.M.R. Enterprises Joint Venture in Volume 2287, Page 2, said Official Public Records and the most Southerly Southwest corner of both said Lot 1, Block A, First United Bank Addition and the herein described tract;

THENCE in a general Northerly direction, with the Northerly lines of said G.D.M.R. Enterprises Joint Venture 5.693 ac., the most Easterly lines of the 0.196 acre tract of land conveyed to Raleigh Selby and Anita Selby in Inst. No. 2021–21006, said Official Public Records and the Westerly lines of said Lot 1, Block A, the following calls and distances:

1. North 51 deg. 50 min. 19 sec. West, a distance of 155.35 ft. to a mag–nail found at an angle point;
2. South 75 deg. 52 min. 01 sec. West, a distance of 28.85 ft. to a ½ inch capped rebar found (RPLS 4857) at an angle point;
3. North 62 deg. 06 min. 15 sec. West, a distance of 185.51 ft. to a mag–nail found at the Southeast corner of said Selby 0.196 ac.;
4. North 15 deg. 23 min. 23 sec. West, a distance of 34.47 ft. to a mag–nail found at an angle point;
5. North 49 deg. 37 min. 32 sec. West, a distance of 67.47 ft. to a mag–nail found at the most Northeast corner of said Selby 0.196 and the Northwest corner of both said Lot 1, Block A and the herein described tract, lying in the East right–of–way line of Texoma Parkway;

THENCE North 40 deg. 26 min. 20 sec. East, with the East right–of–way line of said Texoma Parkway and the Northwesterly line of said Lot 1, Block A, First United Bank Addition, passing a ½ inch capped rebar found (RPLS 4857) at 247.41 ft. at the most Northerly Northeast corner of said Lot 1 and the Northwest corner of said Lot 2, Block A, First United Bank Addition, continuing now with said Lot 2 for a TOTAL distance of 531.54 ft. to a ½ inch capped rebar found (RPLS 4857) at the most Westerly Northwest corner of the 0.817 acre tract of land conveyed to Checkered Flag, Inc. in Inst. No. 2023–3078, said Official Public Records and the most Northerly corner of both said Lot 2 and the herein described tract;

THENCE Southerly and Easterly, with the West and South lines of said Checkered Flag, Inc. 0.817 ac. and the Northeasterly lines of said Lot 2, the following calls and distances:

1. South 49 deg. 43 min. 54 sec. East, a distance of 70.04 ft. to an "x" found in conc.;
2. South 15 deg. 16 min. 18 sec. West, a distance of 16.95 ft. to a ½ inch capped rebar found (RPLS 4857);
3. South 49 deg. 36 min. 16 sec. East, a distance of 164.84 ft. to a mag–nail found at the Southwest corner of said Checkered Flag, Inc. 0.817 ac. and an Ell corner of both said Lot 2 and the herein described tract;
4. North 74 deg. 02 min. 35 sec. East, a distance of 70.76 ft. to a mag–nail found in the West right–of–way line of said Texoma Drive, at the Southeast corner of said Checkered Flag, Inc. 0.817 ac. and the most Easterly Northeast corner of both said Lot 2 and the herein described tract;

THENCE Southeasterly, with the West right–of–way line of said Texoma Drive and the East lines of both said Lot 2, Block A, First United Bank Addition and said Lot 5, Block 2, Teague Industrial Park Addition, Unit No. 2 and IKON Group Opportunity Zone Fund 0.341 ac., the following calls and distances:

1. South 14 deg. 47 min. 38 sec. East, a distance of 183.97 ft. to a ½ inch capped rebar found (RPLS 4857) at the most Easterly Southeast corner of said Lot 2 and the Northeast corner of both said Lot 5, Block 2, Teague Industrial Park Addition, Unit No. 2 and IKON Group Opportunity Zone Fund 0.341 ac.;
2. South 18 deg. 03 min. 19 sec. East, a distance of 43.61 ft. to a ½ inch capped rebar found (RPLS 4857) at an angle point;
3. South 15 deg. 28 min. 14 sec. East, a distance of 183.21 ft. to the **PLACE OF BEGINNING** and containing **5.294 ACRES** of land.

Texoma Place Storage

Being a Replat of a Part of Lot 5, Block 2, Teague Industrial Park Unit No. 2 and all of Lots 1 & 2, Block A, First United Bank Addition to City of Sherman Grayson County, Texas

5.924 Acres

in the

J.B. McAnair Survey Abstract No. 763

Owner:
IKON Group Opportunity Zone Fund, LLC
901 O'Connor Road, Ste. 109
Irving, TX 75061

Job No. CGS430823

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

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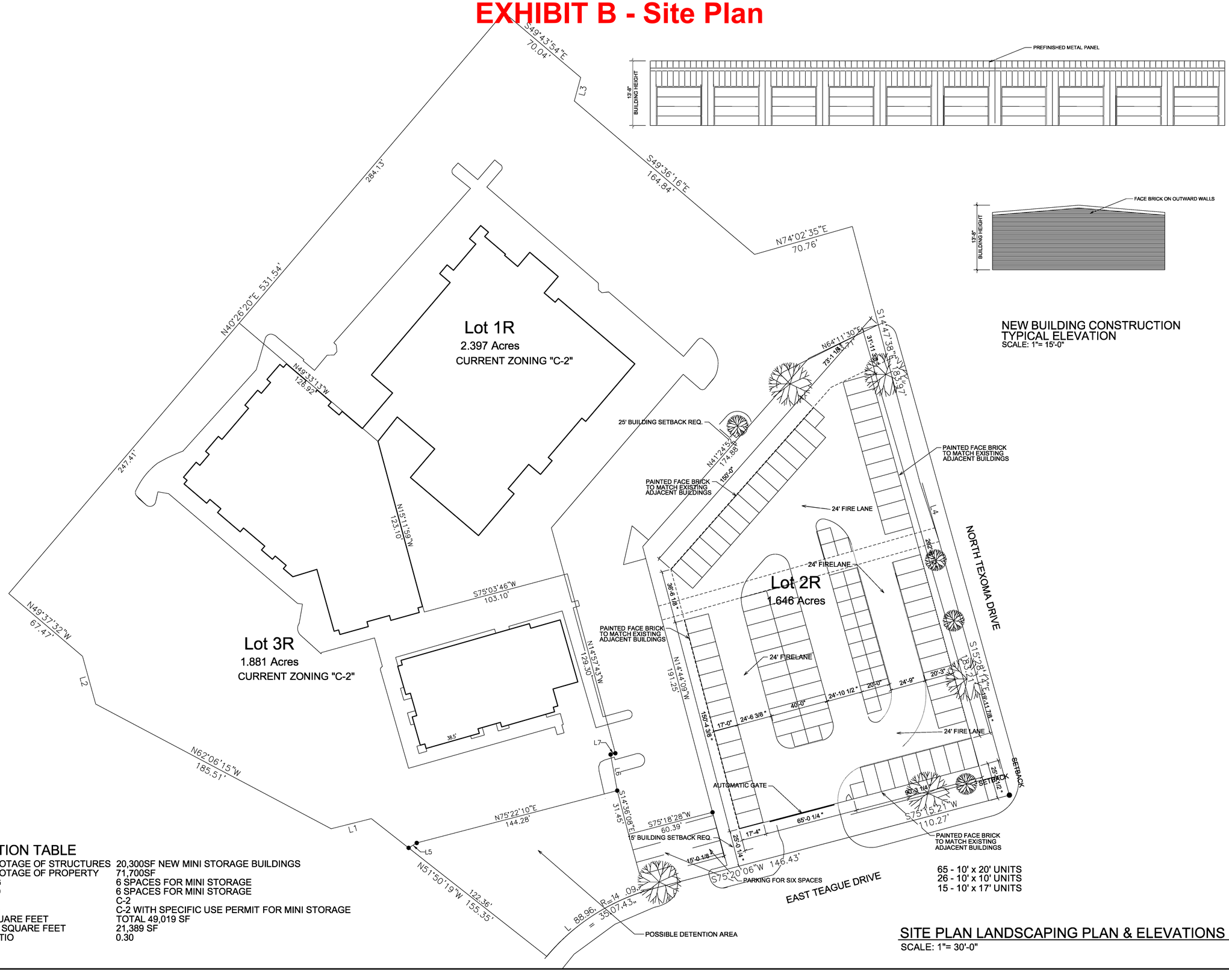
EXHIBIT B - Site Plan



NEW BUILDING CONSTRUCTION
TYPICAL ELEVATION
SCALE: 1"= 15'-0"

SITE TABULATION TABLE

GROSS SQUARE FOOTAGE OF STRUCTURES	20,300SF NEW MINI STORAGE BUILDINGS
GROSS SQUARE FOOTAGE OF PROPERTY	71,700SF
REQUIRED PARKING	6 SPACES FOR MINI STORAGE
PARKING PROVIDED	6 SPACES FOR MINI STORAGE
CURRENT ZONING	C-2
PROPOSED ZONING	C-2 WITH SPECIFIC USE PERMIT FOR MINI STORAGE
HARD SURFACE SQUARE FEET	TOTAL 49,019 SF
LANDSCAPED AREA SQUARE FEET	21,389 SF
FLOOR TO AREA RATIO	0.30

SITE PLAN LANDSCAPING PLAN & ELEVATIONS
SCALE: 1"= 30'-0"

NORTH

KENT HUGHLETT, ARCHITECT PLLC
177 TIMBERBROOK CIRCLE
DENISON, TEXAS 75021
RKHUGHLETT@GMAIL.COM 972-743-8398

TEXOMA PLACE STORAGE
2009 TEXOMA PARKWAY
SHERMAN, TEXAS

A-1.0

OCT. 18, 2023

dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
2007-2011 TEXOMA PKWY & 2007 TEXOMA DR

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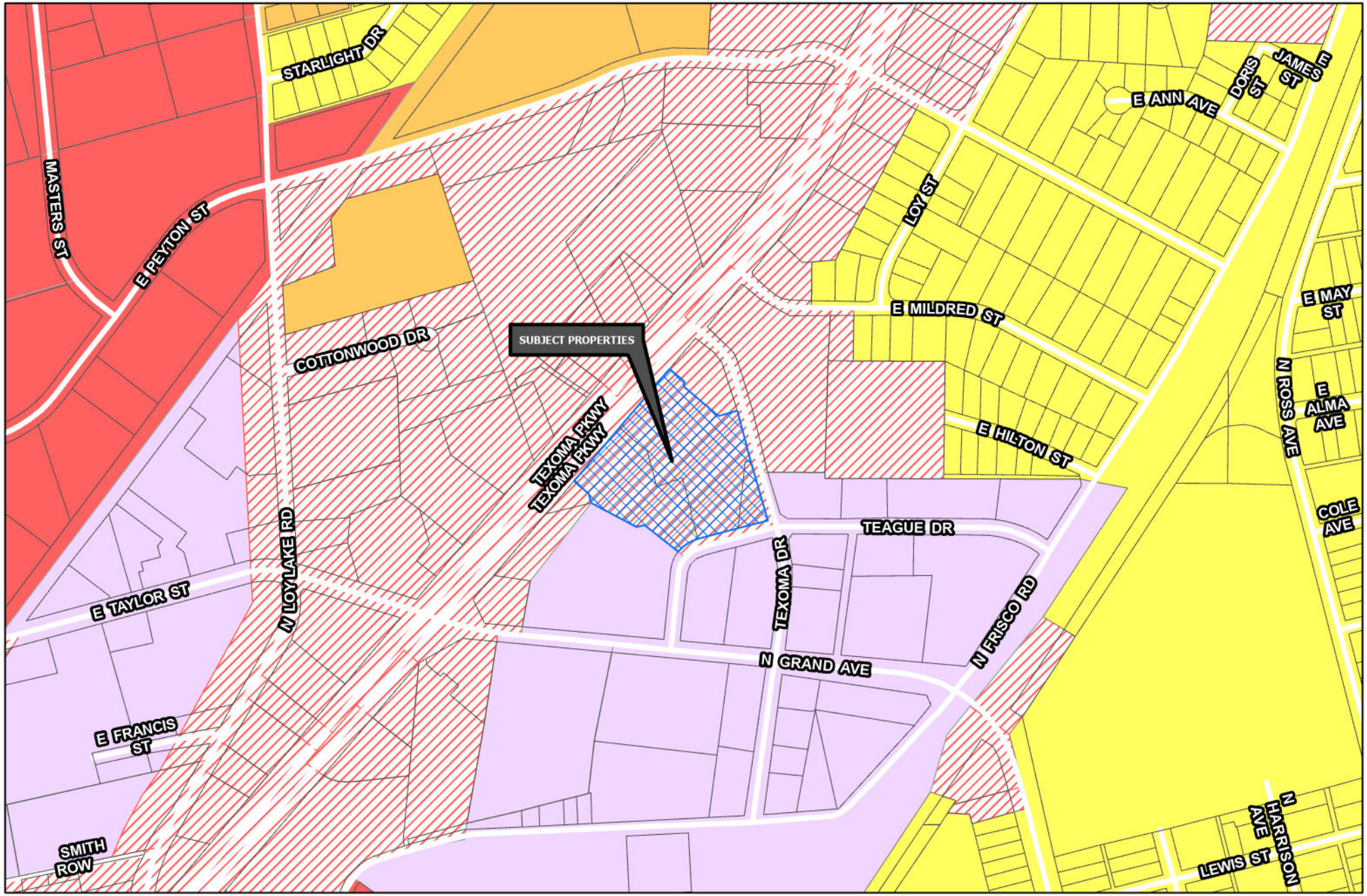
Date: 12/15/2023 9:46 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

Road Names All

Planning & Zoning

CITY OF SHERMAN
ZONING MAP
2007-2011 TEXOMA PKWY & 2007 TEXOMA DR

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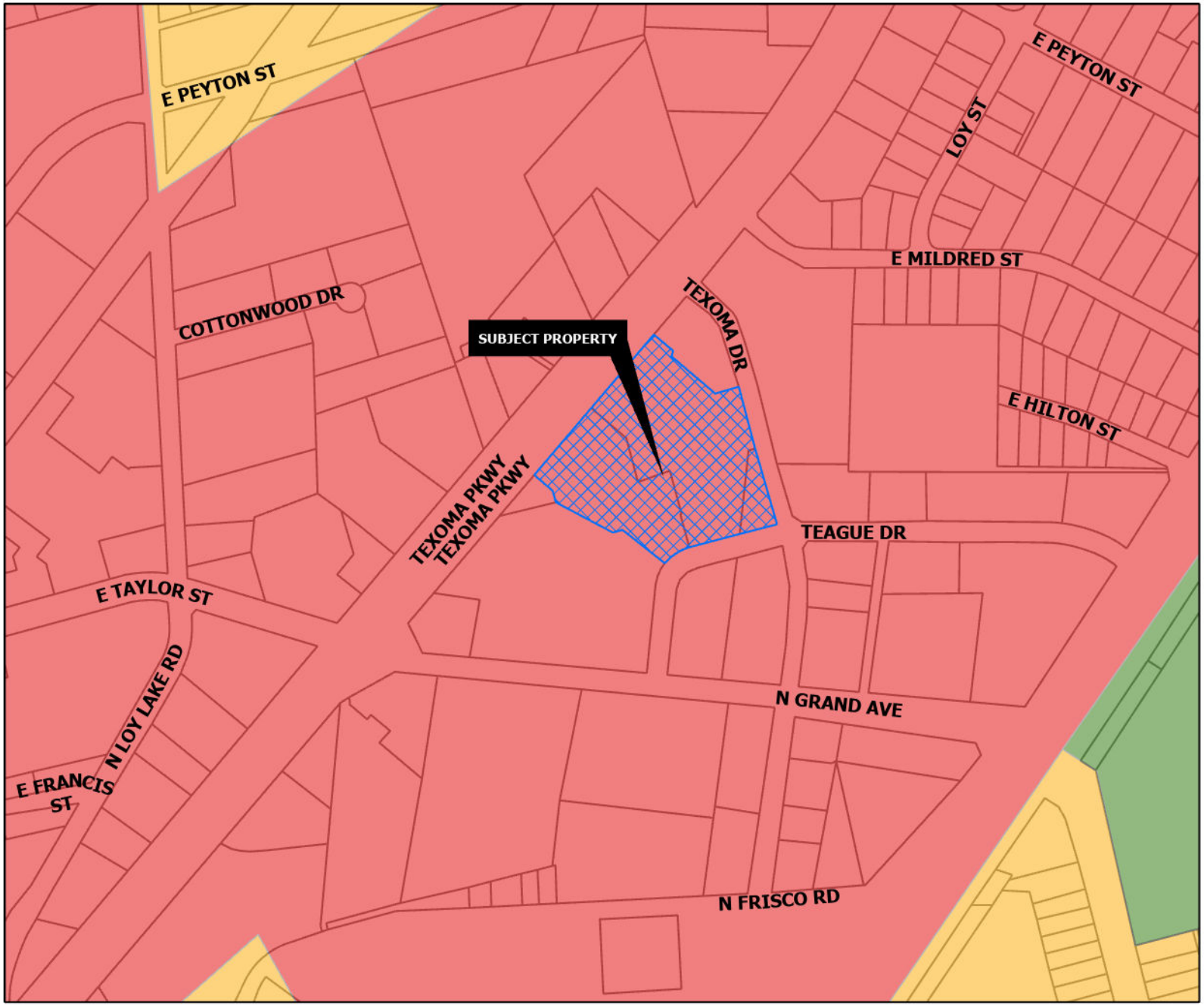

REGIONAL COMMERCIAL

Intent & Character

The Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Appropriate Land Use Types

- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

Compatible Zoning Districts

- Retail Business
- General Commercial
- Office
- Multi-Family Residential (MF-15 and MF-30)
- Planned Development (for larger tracts)

Considerations

- Site design considerations should be given to parking, landscaping, and building articulation.
- Where possible, parking should be screened from view or well-landscaped with native, drought-tolerant plants.
- All buildings facades fronting a public street or within significant public view should have aesthetically-pleasing horizontal and vertical articulation.
- Signage should be multi-tenant, where possible, and should match the character of the primary structure.
- High density residential should be included in mixed use developments.
- High density residential is appropriate behind commercial areas, with inter-connectivity.
- If high density is stand alone, the surrounding uses and connectivity should be considered to avoid an "island."

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
2007-2011 TEXOMA PKWY &
2007 TEXOMA DR

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W E
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Date: 10/5/2023 6:45 PM

Marlow, Lauren

From: Planning
To: Kent Hughlett
Subject: RE:

From: Kent Hughlett
Sent: Wednesday, September 6, 2023 3:37 PM
To: Planning
Subject:

Kent Hughlett, Architect, PLLC design and construction
177 Timberbrook Circle 972-743-8398
Denison, Texas 75021

Project Narrative
2007 Texoma Drive Mini Storage Facility
"Texoma Place Storage"

The current zoning for this site is C-2. We are requesting a Specific Use Permit for Mini Storage Units. There is a motor bank currently located on the site. We are proposing to remove the motor bank structures and construct six mini storage buildings on the property. The outward facing exterior walls of the storage buildings will be constructed using painted face brick to match the renovated office buildings located adjacent to the site. We are requesting a variance for the building setback on the North and West property lines with back up existing parking.

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 2/19/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6697

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 5358 And Granting A Specific Use Permit To Allow A Contractors or Construction Office, Equipment Sales, Service, Rental and Repair, with Outdoor Storage in a C-2 District/75&82 Overlay District Located At 2816 Texoma Parkway, City Of Sherman, Grayson County, Texas Risk Family Partnership (Owner), Doyle Moore (Representative) And Copley Land Surveying (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

Issue:

Repealing Ordinance 5358 and Consideration of a Specific Use Permit for 2.350 acres of land located at 2816 Texoma Parkway to Allow Contractors or construction office, equipment sales, service, rental and repair, with outdoor storage in a C-2 District/75&82 Overlay District

Background:

The property is located at 2816 Texoma Parkway between East Highway 82 and Gallagher Drive. The owner is requesting a Specific Use Permit and Site Plan to allow contractors or construction office, equipment sales, service, rental and repair, with outdoor storage in a C-2 District/75&82 Overlay District and repeal Ordinance No. 5358.

The following has been approved for this location:

- 8/14/2001 - Specific Use Permit to allow automobile sales in a C-2 (General Commercial) District
- 12/13/2005 - Specific Use Permit to allow construction materials, clay earth, gravel, minerals, rock, sand or stone on the ground in C-2 (General Commercial) District

Origination:

Risk Family Partnership (Owner)
Doyle Moore (Representative)
Copley Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the January 9, 2023 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the SUP be approved subject to the staff review letter, city engineering review of the water drainage

and detention and it being tied to the Good Earth and Soil. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6697
2. Exhibit A - Property Survey/Site Plan
3. Location Map
4. Zoning Map
5. Future Land Use Map
6. Zoning Sign Photo
7. Project Narrative
8. Elevation
9. Staff Review Letter

ORDINANCE NO. 6697

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, REPEALING ORDINANCE 5358 AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A CONTRACTORS OR CONSTRUCTION OFFICE, EQUIPMENT SALES, SERVICE, RENTAL AND REPAIR, WITH OUTDOOR STORAGE IN A C-2 DISTRICT/75&82 OVERLAY DISTRICT LOCATED AT 2816 TEXOMA PARKWAY, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS RISK FAMILY PARTNERSHIP (OWNER), DOYLE MOORE (REPRESENTATIVE) AND COPLEY LAND SURVEYING (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 2816 Texoma Parkway, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit allow a Contractors or construction office, 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 property as described as **Exhibit A – Survey/Site Plan**.

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. *(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. 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. The property must be properly maintained in a state of good repair and neat appearance.
7. 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.
8. 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))*
9. 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.
10. 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.
11. The display area located in the front 70 feet of the property shall not exceed 4 feet in height and shall not obstruct the driveway sight distance for exiting vehicles.

Engineering:

12. Replatting of the property is required. Code of Ordinances Chapter10.02.002(a)(1); Texas Local Government Code Title 1, Sec. 212.004
13. New drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003.(f)

Additional Conditions:

14. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit A.**
15. City engineering review of water detention and drainage is required before a Certificate of Occupancy can be issued.

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 Good Earth and Soil 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.

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 19th day of February 2024.

ADOPTED on this the 19th day of February 2024.

EFFECTIVE DATE on this the 19th day of February 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

Legend

- SEWER CLEANOUT
- ELECTRICAL TRANSFORMER
- LIGHT POLE
- POWER POLE
- BOUNDARY LINE
- PROPERTY LINE
- OVERHEAD ELECTRIC
- BUILDING
- CHAINLINK FENCE
- ASPHALT
- GRAVEL
- CONCRETE
- LIMIT OF GRASS SWALE (7' WIDTH)
- GABION FILTER AREA (TBD)
- PROPOSED AREA
- SEDIMENT COLLECTION AREA

M.K. & T. RAILROAD

S 36°56'09" W 312.21'

10' DRAINAGE & UTILITY EASEMENT

1/2" STEEL ROD FOUND

10' DRAINAGE & UTILITY EASEMENT

N 61°24'21" W 346.80'

GRASS SWALE SEE DETAIL

PHILLIP S. JENNINGS JR. FAMILY TRUST DOC. NO. 2020-17981 O.P.R.G.C.T.

TRACT ONE 1.719 AC

1/2" STEEL ROD SET (RPLS 6720)

ASPHALT

0.915 Acres
39871 Sq. Ft.

20.0'

GABION FILTER AREA

GRASS SWALE SEE DETAIL

N 61°24'22" E

STORAGE AREA

178.04'

N 28°33'54" E

2.350 Acres
102370 Sq. Ft.

352.46'

Lot 2

1.420 Acres
61847 Sq. Ft.

PROPOSED CONTAINMENT WALL

DUMPSTER

SHED

STORAGE CONT.

0.012 Acres 538 Sq. Ft.

STORAGE LINE

22' SAMPLE DISPLAY AREA

121.6'

20' LANE

VARIABLE WIDTH SAMPLE DISPLAY AREA

2414 ONE-STORY COMMERCIAL BUILDING 0.057 Acres 2495 Sq. Ft.

CONCRETE

2 PROPOSED PARKING SPACES

VARIABLE WIDTH SAMPLE DISPLAY AREA

12 PROPOSED PARKING SPACES

ASPHALT

172.30'

S 28°33'54" W

352.22'

1/2" STEEL ROD FOUND

1/2" STEEL ROD SET (RPLS 6720)

10' DRAINAGE & UTILITY EASEMENT

S 28°33'54" W 145.80'

TEXOMA PARKWAY

Block 1
Risk Addition
Vol. 23, Pg. 73 P.R.C.C.T.

S 60°42'02" E

10' DRAINAGE & UTILITY EASEMENT

15' UTILITY EASEMENT

746.47'

Lot 1
Block 1
Dr. Pepper Addition
Vol. 15, Pg. 66 P.R.C.C.T.

0.98 AC
DOUBLE TREE PROPERTIES, LP
VOL. 5369, PG. 704
O.P.R.G.C.T.

FENCE

SOD

PINNED CROSS TIES

PAD

SOIL

SWALE

SOIL

6'

1'

PROPERTY LINE

7' WIDTH

~DETAIL~
NOT TO SCALE

N
W
E
S

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

~ GENERAL NOTES ~

1. Gross square feet of each structure.
   a. One-Story Commercial Building 0.057 Acres or 2,495 sq.ft.
   b. Shed 0.012 Acre or 538 sq.ft.
2. Gross square feet of property - 2.350 Acres or 102,370 sq.ft.
3. Required parking - 7 Spaces
4. Parking provided - 14 Spaces
5. Current Zoning - C-2 (General Commercial District)
6. Proposed Zoning - C-2 (General Commercial District)
7. Hard surface / impervious area (square feet) - 2.350 Acres or 102,370 sq.ft.
8. Landscaped area (square feet) - 0 sq.ft.
9. Floor-to-Area Ratio (FAR)

Preliminary

SITE PLAN

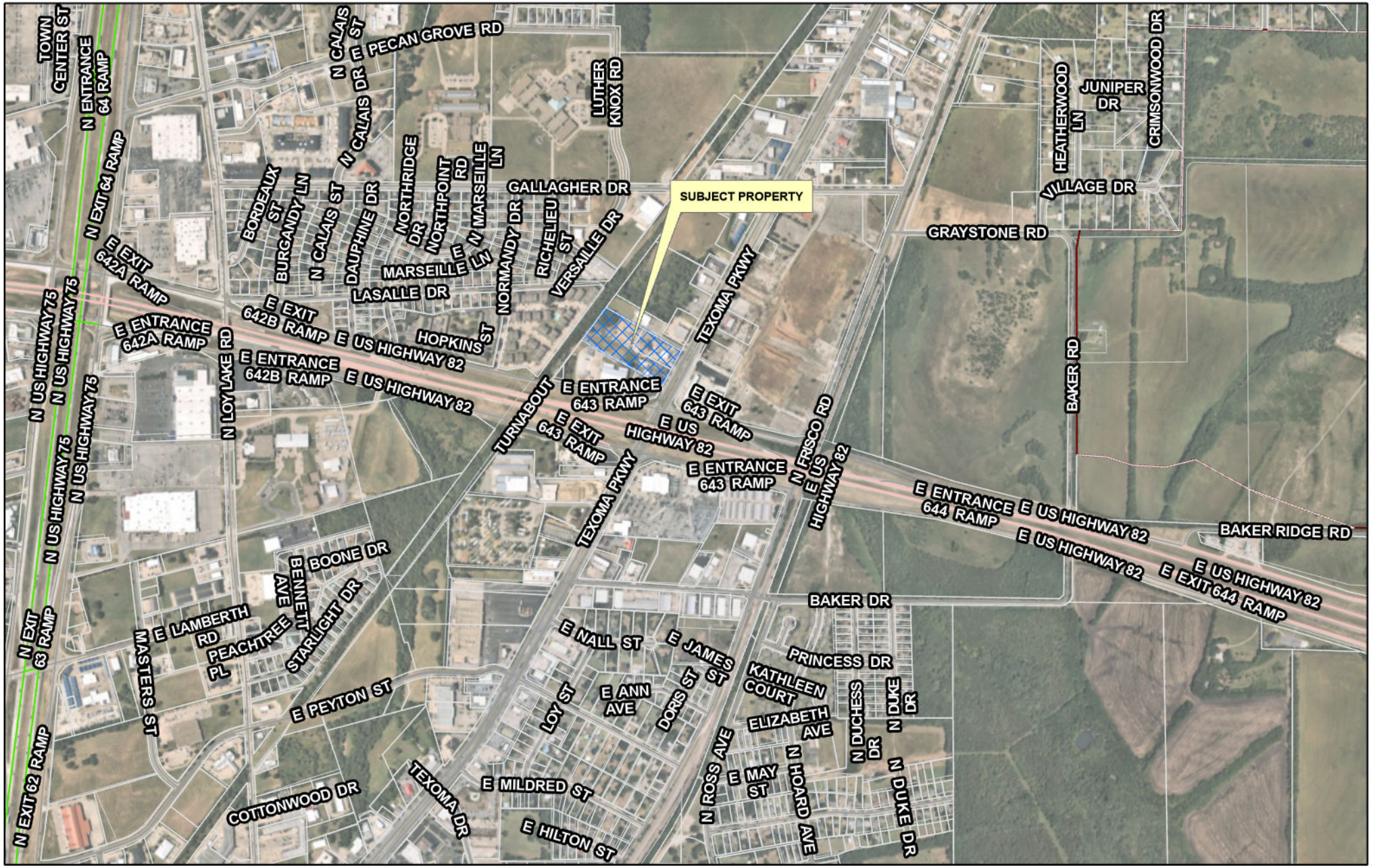
OF BLOCK 1
RISK ADDITION TO THE CITY OF SHERMAN, TEXAS

11/21/2023

Copley Land Surveying
5904 Texoma Parkway, Sherman, Texas 75090
TX 903-415-0643
john@copleylandsurveying.com

0 50 100
SCALE ~ 1" = 50'

CLS Job# 23050183 Site Plan



dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
2810 & 2816 TEXOMA PKWY

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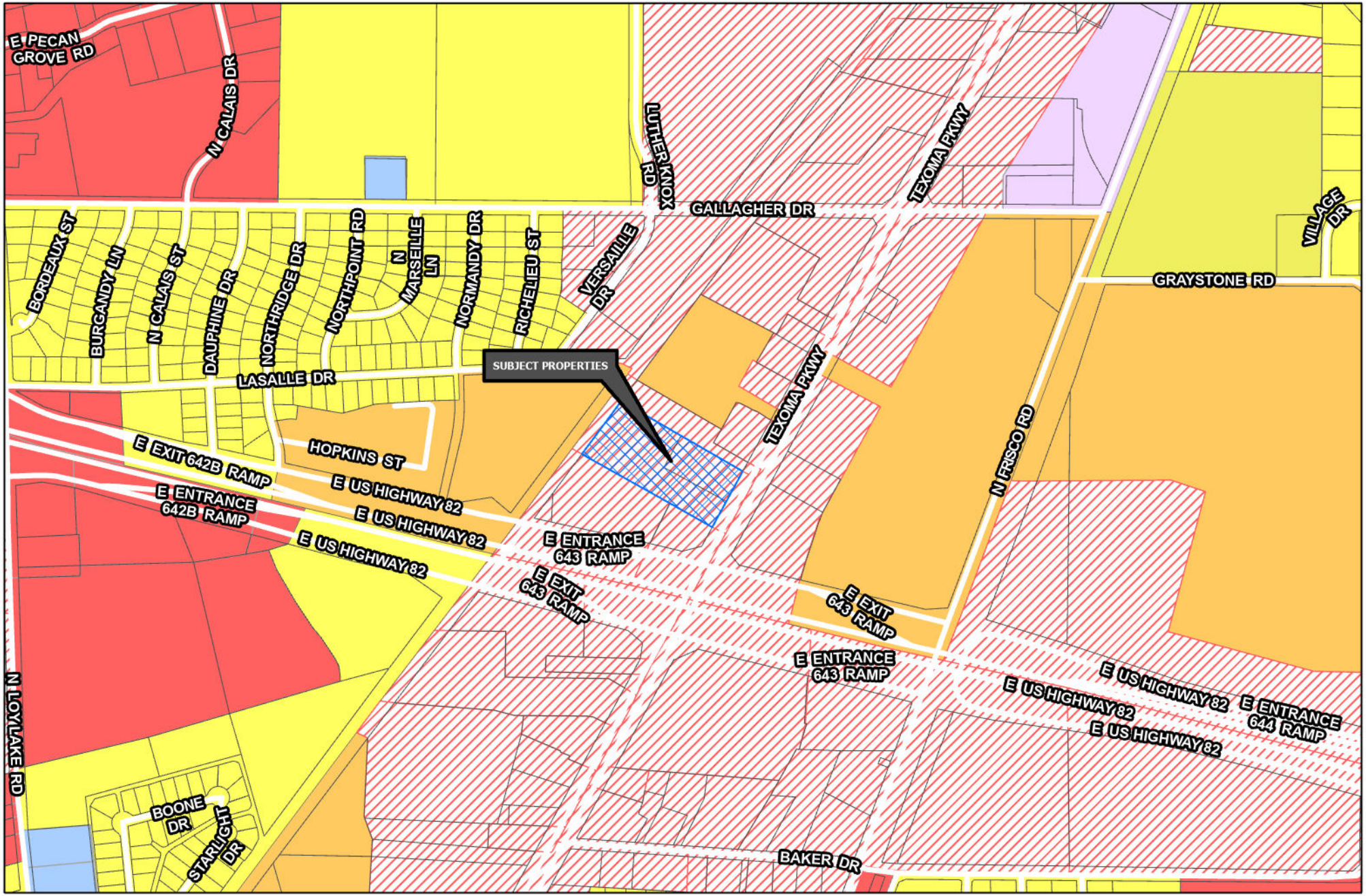
Date: 12/15/2023 12:06 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

Road Names All

Planning & Zoning

CITY OF SHERMAN
ZONING MAP
2810 & 2816 TEXOMA PKWY

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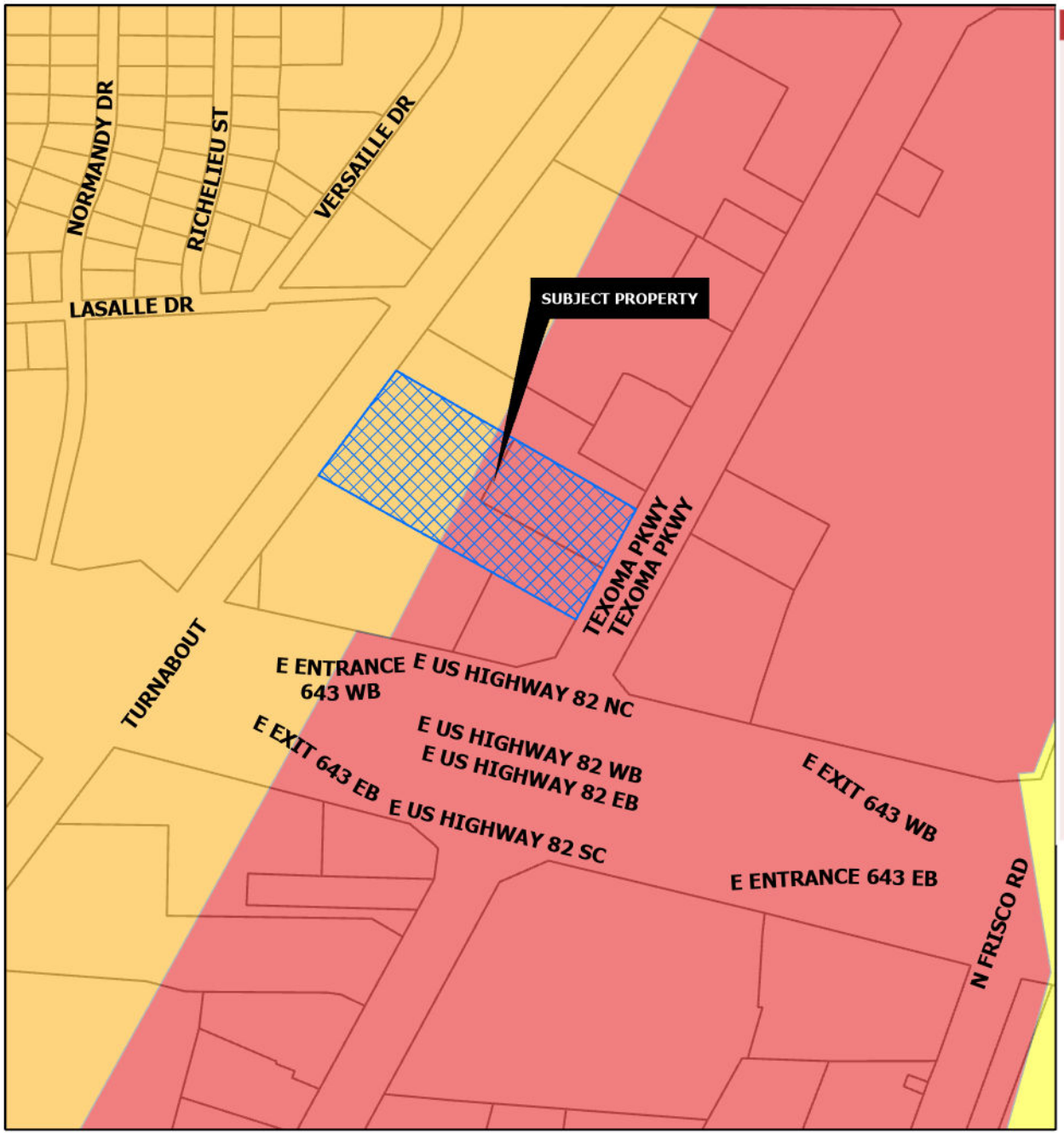
Date: 10/15/2025 12:02:20 PM



REGIONAL COMMERCIAL

Intent & Character

The Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Appropriate Land Use Types

- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

Compatible Zoning Districts

- Retail Business
- General Commercial
- Office
- Multi-Family Residential (MF-15 and MF-30)
- Planned Development (for larger tracts)

Considerations

- Site design considerations should be given to parking, landscaping, and building articulation.
- Where possible, parking should be screened from view or well-landscaped with native, drought-tolerant plants.
- All buildings facades fronting a public street or within significant public view should have aesthetically-pleasing horizontal and vertical articulation.
- Signage should be multi-tenant, where possible, and should match the character of the primary structure.
- High density residential should be included in mixed use developments.
- High density residential is appropriate behind commercial areas, with inter-connectivity.
- If high density is stand alone, the surrounding uses and connectivity should be considered to avoid an "island."

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 LAND USE MAP
2810 & 2816 TEXOMA PKWY

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W E
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Date: 12/15/2023 12:06 PM

Sherman
NOTICE OF
SPECIFIC USE
PERMIT REQUEST
PROJECT #: 23-006724
FOR INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229
12.28.2023

Good Earth Soil and Materials
2816 Texoma Parkway
Sherman, Texas 75090
Phone: (903) 893-3400 - Fax: (903) 893-3440
www.goodearthrocks.com

I Doyle R. Moore, started Good Earth Soil & Materials, in December 1997 and incorporated on 01/01/2000. Good Earth is a provider of organic soil blends, organic fertilizer, and organic soil amendments. My son Bryan came to work here in July of 2021. He was in a compost operation for 13 years before that. He was asked to be on the compost council of the state of Texas, because of his expertise in the field the tenure rules were changed to put him on the council. He does seminars locally on organics and gardening for Master Gardeners, lawn and garden shows and other organizations upon request.

Good Earth Soil & Materials is a provider of building stone, flagstone, and chop stone from Texas, Oklahoma, Arkansas, and Colorado as well as river rock from Texas, Oklahoma, Arkansas, Colorado, and several Central American countries. We provide aggregates primally from Texas and Oklahoma. We provide sand from Texas and Oklahoma, and we blend organic soil blends site.

D R Moore

Doyle R. Moore

11/13/2013

LIFE IS GOOD!

903-893-3400

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

January 2, 2024

Sent via Email

Risk Family Partnership
102 South Crockett
Sherman, TX 75090

Doyle Moore
2816 Texoma Parkway
Sherman, TX 75090

Dear Applicants,

The request of a Public Hearing, Specific Use Permit and Site Plan approval under Section 14.06.009 to allow construction materials, clay earth, gravel, minerals, rock, sand or stone on the ground in C-2 (General Commercial) District/75&82 Overlay District and repeal Ordinance No. 5358 located at 2810 and 2816 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, January 9, 2024, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request and the following items need to be noted/addressed:

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 (dillon@cityofsherman.com). *(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. 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. The property must be properly maintained in a state of good repair and neat appearance.
7. 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.
8. 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))*
9. 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.
10. 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.

11. The display area located in the front 70 feet of the property shall not exceed 4 feet in height and shall not obstruct the driveway sight distance for exiting vehicles.

Engineering:

12. Replatting of the property is required. Code of Ordinances Chapter10.02.002(a)(1); Texas Local Government Code Title 1, Sec. 212.004
13. New drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003.(f)

It is the policy of Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Development Services at 903-892-7229 prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Dillon Stewart, Fire Chief
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 2/19/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6698

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow A Schools; Elementary, High, College And Universities, Public, Private, Or Denominational In A R-6 (Single Family Residential) District, Located At 521 South Dewey Avenue, Consisting Of 9.863 Acres Being In The George B. Pilant Survey, Abstract Number 963, City Of Sherman, Grayson County, Texas Sherman Independent School District (Owner), Philip Varughese (Representative), Vlk Architects (Architect) And Teague Nall & Perkins (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

Issue:

Consideration of a Specific Use Permit for 9.863 acres of land located at 521 South Dewey Avenue to Allow A Schools; Elementary, High, College And Universities, Public, Private, Or Denominational In A R-6 (Single Family Residential) District.

Background:

The property is located at 521 South Dewey Avenue between East Wells Avenue and East Cherry Street. The owner is requesting a Specific Use Permit and Site Plan to allow an Elementary School in a R-6 (Single Family Residential) District.

The following has been approved for this location:

- 7/11/1967 - Specific Use Permit to erect temporary classroom buildings

Origination:

Sherman Independent School District (Owner)
Philip Varughese (Representative)
Vlk Architects (Architect)
Teague Nall & Perkins (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the January 9, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6698
2. Exhibit A - Property Survey
3. Exhibit B - Site Plan
4. Exhibit C - Landscape Plan
5. Location Map
6. Zoning Map
7. Future Land Use Map
8. Zoning Sign Photo
9. Project Narrative
10. Elevations
11. Queuing Study
12. Staff Review Letter

ORDINANCE NO. 6698

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 A SCHOOLS; ELEMENTARY, HIGH, COLLEGE AND UNIVERSITIES, PUBLIC, PRIVATE, OR DENOMINATIONAL IN A R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT, LOCATED AT 521 SOUTH DEWEY AVENUE, CONSISTING OF 9.863 ACRES BEING IN THE GEORGE B. PILANT SURVEY, ABSTRACT NUMBER 963, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS SHERMAN INDEPENDENT SCHOOL DISTRICT (OWNER), PHILIP VARUGHESE (REPRESENTATIVE), VLK ARCHITECTS (ARCHITECT) AND TEAGUE NALL & PERKINS (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 521 South Dewey Avenue, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a elementary, high, college and universities, public, private, or denominational, 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:

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. 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. 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.
7. 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))
8. 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.
9. 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.
10. A queuing study shall be provided to ensure drive aisles can support pick up and drop off of students for build out conditions.

Engineering:

11. Platting of the property is required. Code of Ordinances Chapter10.02.002(a)(1); Texas Local Government Code Title 1, Sec. 212.004
12. New drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003.(f)
13. Widening or improvement of Magnolia Street by developer may be required upon development. Code of Ordinances Chapter 10.03.003(b)(K)
14. Monument sign will encroach into Right of Way that will be required to be dedicated during the platting process. Monument sign shall be relocated to location outside of right of way and easements.
15. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman

Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. Code of Ordinances Chapter 10.03.003(i)

16. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be found in the Development Guide on the City of Sherman website. Code of Ordinances Chapter 10.03.006(b)
17. No vehicles may be permitted to park or stand on any adjacent public street unless a parking lane is provided for such purpose.
18. A traffic study shall be provided to determine if driveways require a deceleration lane.

Fire Services:

19. Building is equipped throughout with an approved automatic sprinkler system.
20. 503.1.1 - The fire apparatus access road shall comply with the requirements of this section and shall extend to within 200’ of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
21. 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 600’ from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
22. 507.5.1.1 - Buildings equipped with a FDC installed in accordance shall have a fire hydrant within 100’ of the fire department connections.
23. Building is over 3 stories or 30' in height or 62,000 square feet in gross area.
24. D105.2 - Aerial fire apparatus access roads shall have a minimum unobstructed width of 26', exclusive of shoulders, in the immediate vicinity of the building or portion thereof. and an unobstructed vertical clearance of not less than 14’. (City Ordinances Amendments 3.01.002)
25. D105.3 - One or more of the required access routes meeting this condition shall be located not less than 15' and not greater than 30' from the building and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official.
26. 503.2.4 - The minimum turning radius shall be at least 25’ unless the fire lane exceeds minimum requirement of 26’. (City Ordinances Amendments 3.01.002)

Additional Conditions: as applicable

27. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**
28. The property shall be developed and used in accordance with the Landscape Plan show in **Exhibit C.**

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 19th day of February 2024

ADOPTED on this the 19th day of February 2024

EFFECTIVE DATE on this the 19th day of February 2024

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

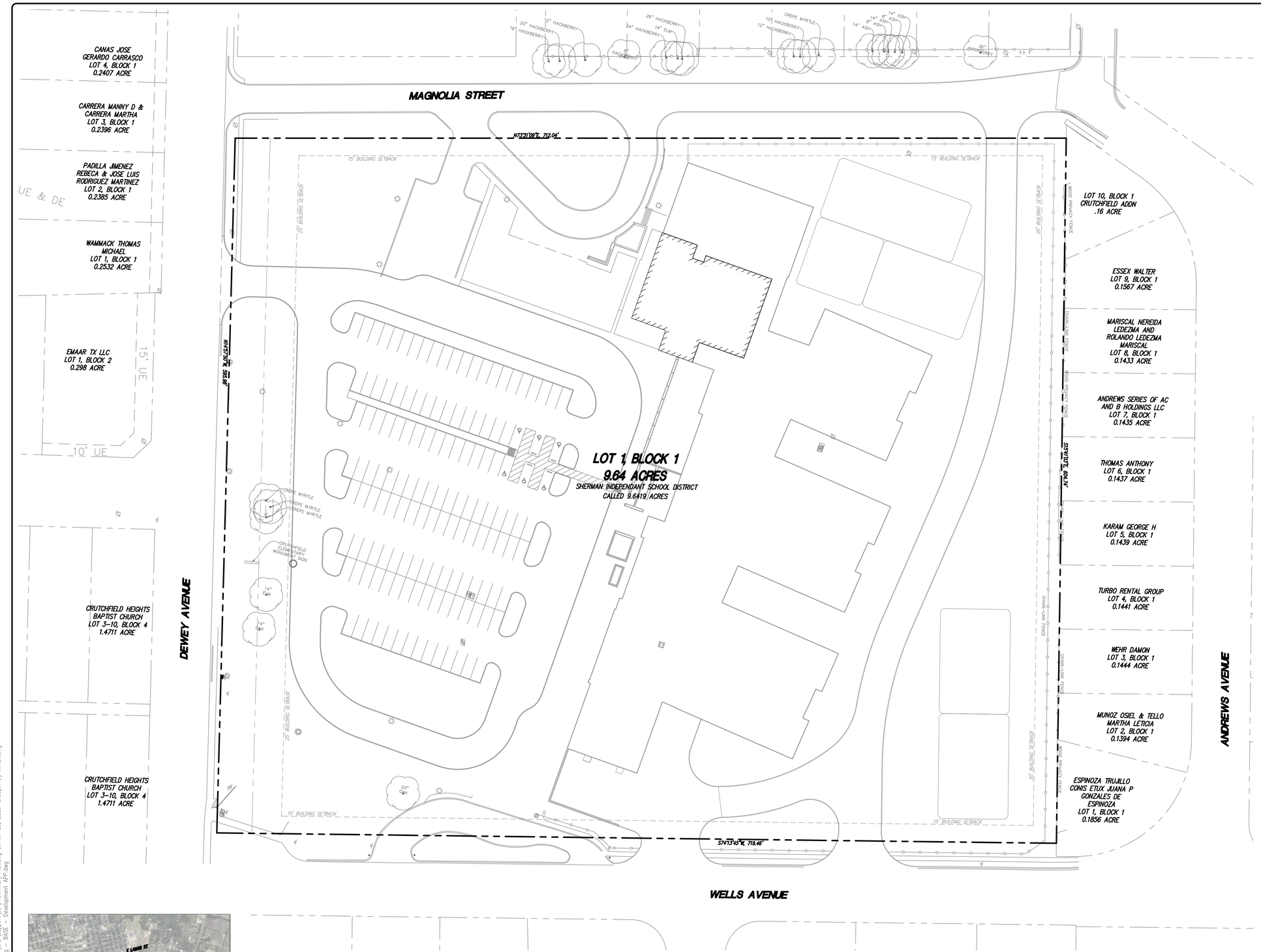
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



tnp

GRAPHIC SCALE

100 0 50 100 200

GRAPHIC SCALE: 1" = 100'

NOTES:

1. PRELIMINARY PLAT, FOR INSPECTION PURPOSES ONLY. IN NO WAY OFFICIAL OR APPROVED FOR RECORD PURPOSES.
2. ALL ONSITE UTILITIES OR PRIVATE UNLESS OTHERWISE NOTED.

LOCATION MAP

N.T.S.

teague nall & perkins

5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817.336.5773 ph 817.336.2813 fx
TBPE Registration No. F-230
www.tnpinc.com

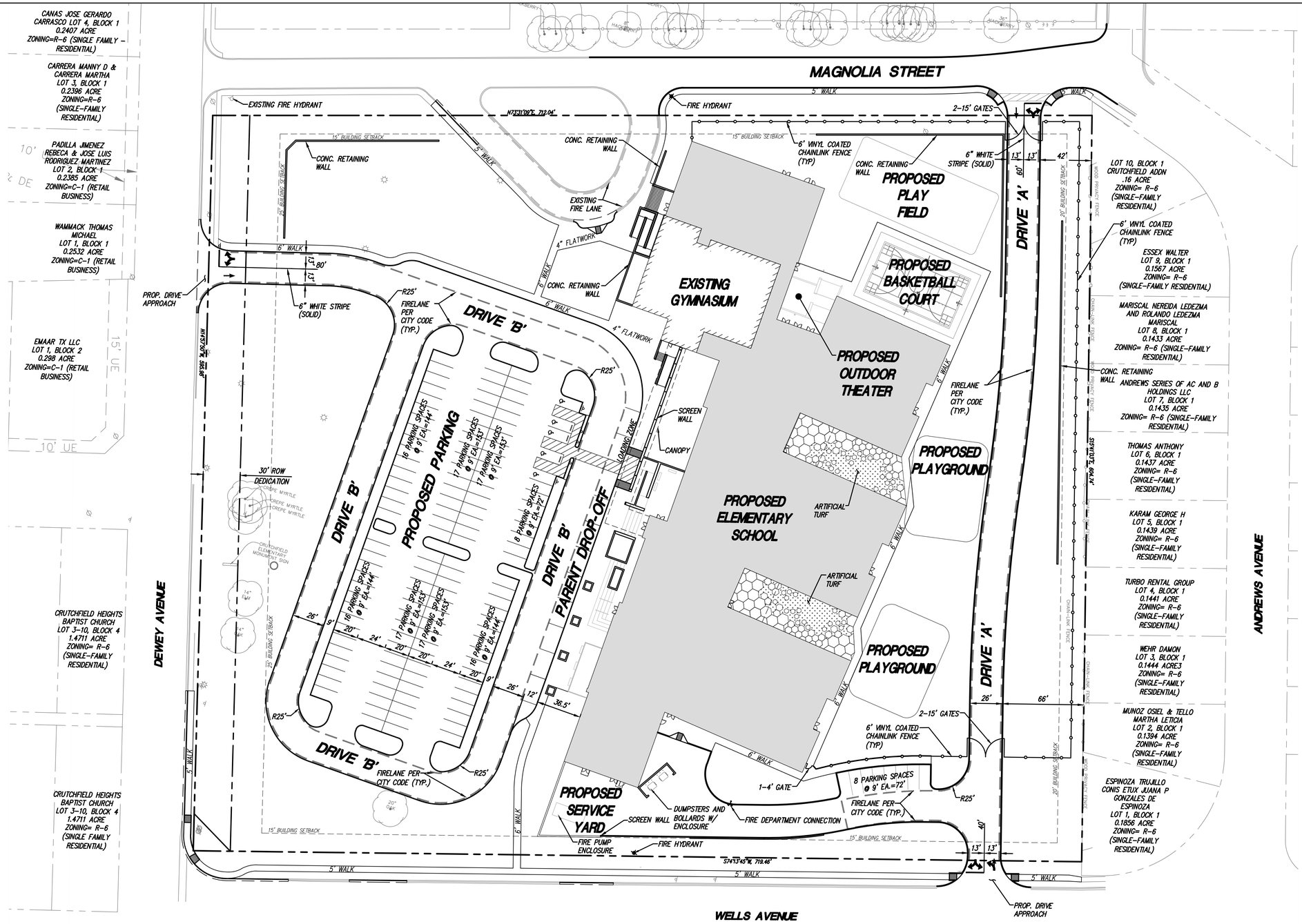
OWNER:	ARCHITECT:	ENGINEER:	SURVEYOR:
SHERMAN I.S.D.	VLK ARCHITECTS, INC.	TEAGUE NALL & PERKINS	TEAGUE NALL & PERKINS
CONTACT: TYSON BENNETT	CONTACT: BRIAN PALETZ	CONTACT: PHILIP VARUGHESE, P.E.	CONTACT: JAY MADDOX, R.P.L.S.
903.891.6415 PH 903.891.6418 FX	817.633.1600 PH 214.785.2965 FX	817.336.5773 PH 817.336.2813 FX	214.461.9867 PH 940.383.8026 FX
2701 LOY LAKE ROAD	1320 HEMPHILL ST SUITE 400	5237 N. RIVERSIDE DRIVE, SUITE 100	825 WATTERS CREEK BLVD M300
SHERMAN, TEXAS 75090	FORT WORTH, TEXAS 76104	FORT WORTH, TEXAS 76137	ALLEN, TEXAS 75013

PRELIMINARY PLAT FOR CRUTCHFIELD ELEMENTARY SCHOOL REPLACEMENT

CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
NOVEMBER 2023

Drawing: T:\Projects\VLK23279\Eng-C3D\Cad\support\AS\Preliminary Plat.dwg at Nov 29, 2023-3:00pm by mmontong
Layout: Layout1 Xrefs: XREF-BLOC.dwg – BASE – Development APP.dwg

EXHIBIT B



PARKING DATA

PARKING SPACES: 2.5 SPACES PER CLASSROOM AND A MIN. OF 10 STACKING SPACES IN ONE PICK-UP/DROP-OFF LANE

CLASSROOMS: 46 CLASSROOMS

REQUIRED PARKING:

REQUIRED STANDARD SPACES (2.5x46)	115 SPACES
REQUIRED HANDICAP PARKING:	5 SPACES

PROVIDED PARKING:

TOTAL STANDARD PARKING:	132 SPACES
TOTAL HANDICAP PARKING:	5 SPACES
TOTAL PARKING:	137 SPACES

ZONING

THE SCHOOL PROPERTY IS ZONED R-6 – SINGLE FAMILY RESIDENTIAL

BUILDING DATA

BUILDING SQUARE FOOTAGE	113,301SF
GROSS PROPERTY SQUARE FOOTAGE	419,918SF
BUILDING HEIGHT	35FT

SIGNS/FENCES

ALL SIGNS/FENCES SHALL BE PERMITTED SEPARATELY & SHALL ADHERE TO THE ORDINANCE.

LOCATION MAP
N.T.S.

teague nall & perkins
5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817.336.5773 ph 817.336.2813 fx
TBPE Registration No. F-230
www.tnpinc.com

GRAPHIC SCALE
40 0 20 40 80
GRAPHIC SCALE: 1" = 40'

SPECIFIC USE PERMIT
SITE PLAN

CRUTCHFIELD ELEMENTARY SCHOOL REPLACEMENT

CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
DECEMBER 2023

Drawing: I:\Projects\VI\423279\Eng-C3D\Docs\Site Plan Submittal Docs\Crutchfield Site Plan.dwg at Dec 28, 2023-10:32am by pgonzaghese
Layout: Layout1 Xrefs: X3D-WFS.dwg - X3D-3D.dwg - X3D-BASE.dwg - XREF-BLDG.dwg

EXHIBIT C

LEGEND

- SOD
- SHRUB BED
- SYNTHETIC TURF

GRAPHIC SCALE

40 0 20 40 80

GRAPHIC SCALE: 1" = 40'

City of Sherman, Texas
Landscape Requirements - Crutchfield Elementary School

14.04.006 Residential and Commercial Landscape Requirements	Unit	LANDSCAPING Req. per SF	LS SF Required	LS SF Provided
(b) (1) Commercial tree and landscaping	**79,824**	**(SF)**		
All areas that are used for off-street parking shall conform to the minimum landscaping requirements of this section. Parking lots with twenty-five (25) parking spaces or more shall have open landscaped areas that are equal to but not less than ten (10) percent of the parking areas and drives in the parking areas. The required area may be used as island, perimeter landscaping, or in any combination.		10%	7,982	8,130
(b) (1) Commercial tree and landscaping	**7,982**	**(SF)**		
A minimum of forty (40) percent of the required landscaped area must be used as islands.		40%	3,193	3,550
(b) (4) Visibility at Intersections				
Visibility at intersections.On a corner lot, no vegetation shall be planted and allowed to grow, in such a manner as to impede vision between a height of two (2) feet and eight (8) feet above the centerline grades of the intersecting streets, subject to the sight distance regulations in section 14.04.004(b)(1) (A), as follows: At all street intersections, the triangular area formed by the street right-of-way lines and a line connecting them at points twenty-five (25) feet from the intersection of the right-of-way lines. Depending on the curvature of intersecting roads, the city engineer may require a larger triangular area.		MET		
TOTALS		**LANDSCAPE**	**7,982** Required	**8,130** Provided

LOCATION MAP
N.T.S.

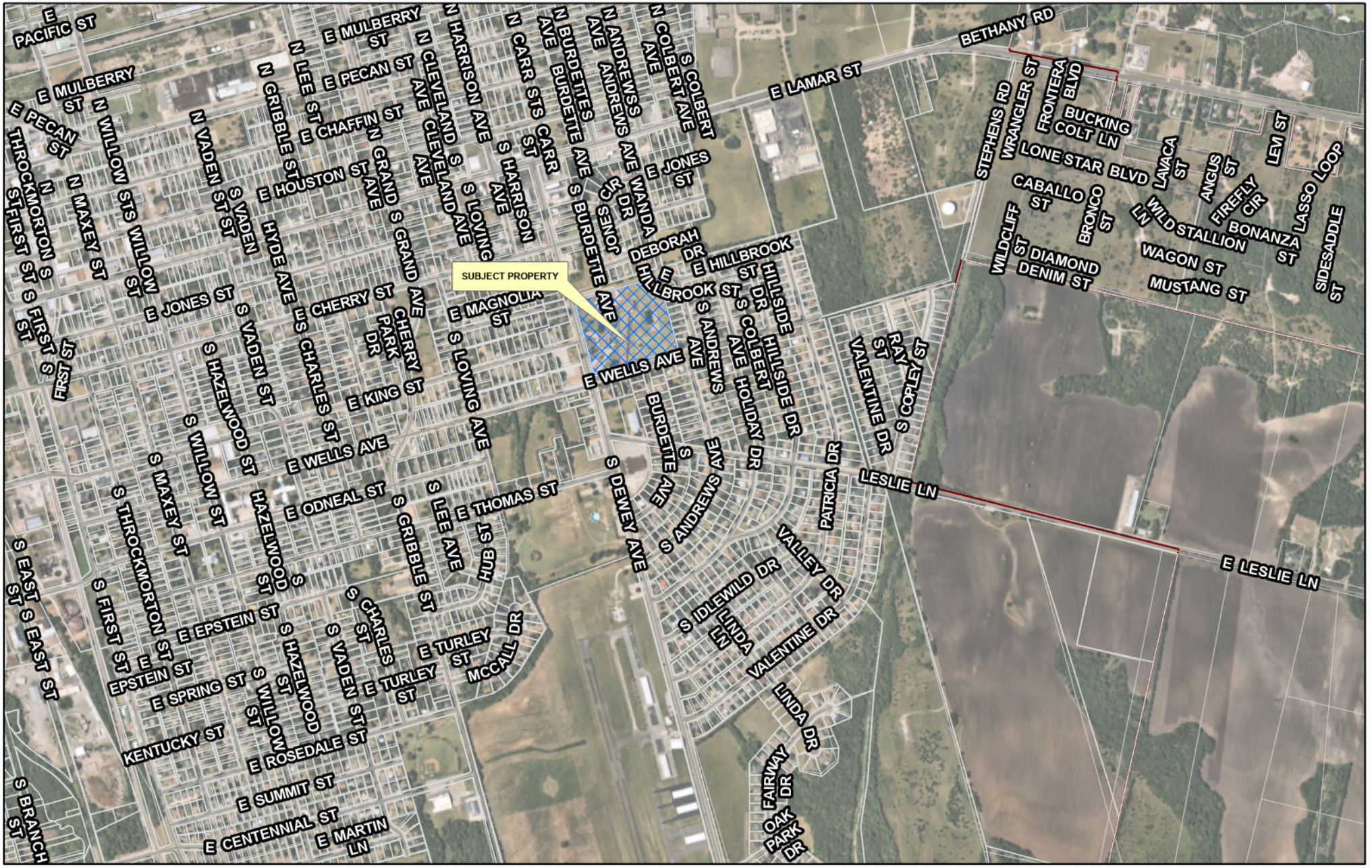
SPECIFIC USE PERMIT
LANDSCAPE PLAN

CRUTCHFIELD ELEMENTARY SCHOOL REPLACEMENT

CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
DECEMBER 2023

teague nall & perkins
5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817.336.5773 ph 817.336.2813 fx
TBPE Registration No. F-230
www.tnpinc.com

Drawing: \\cesd.local\Inpdata\Production\Prod\Projects\Vk\23279\Eng-CSD\Docs\Site Plan Submittal Docs\Crutchfield Landscape Plan.dwg at Dec 21, 2023-8:46am by brobbins
Layout: L1.01 Xrefs: X3D-WSS.dwg - X3D-SD.dwg - LS-BASE.dwg - X3D-BASE.dwg - XREF-BLDG.dwg



Sherman
CLASSIC TOWN. BROAD HORIZON.

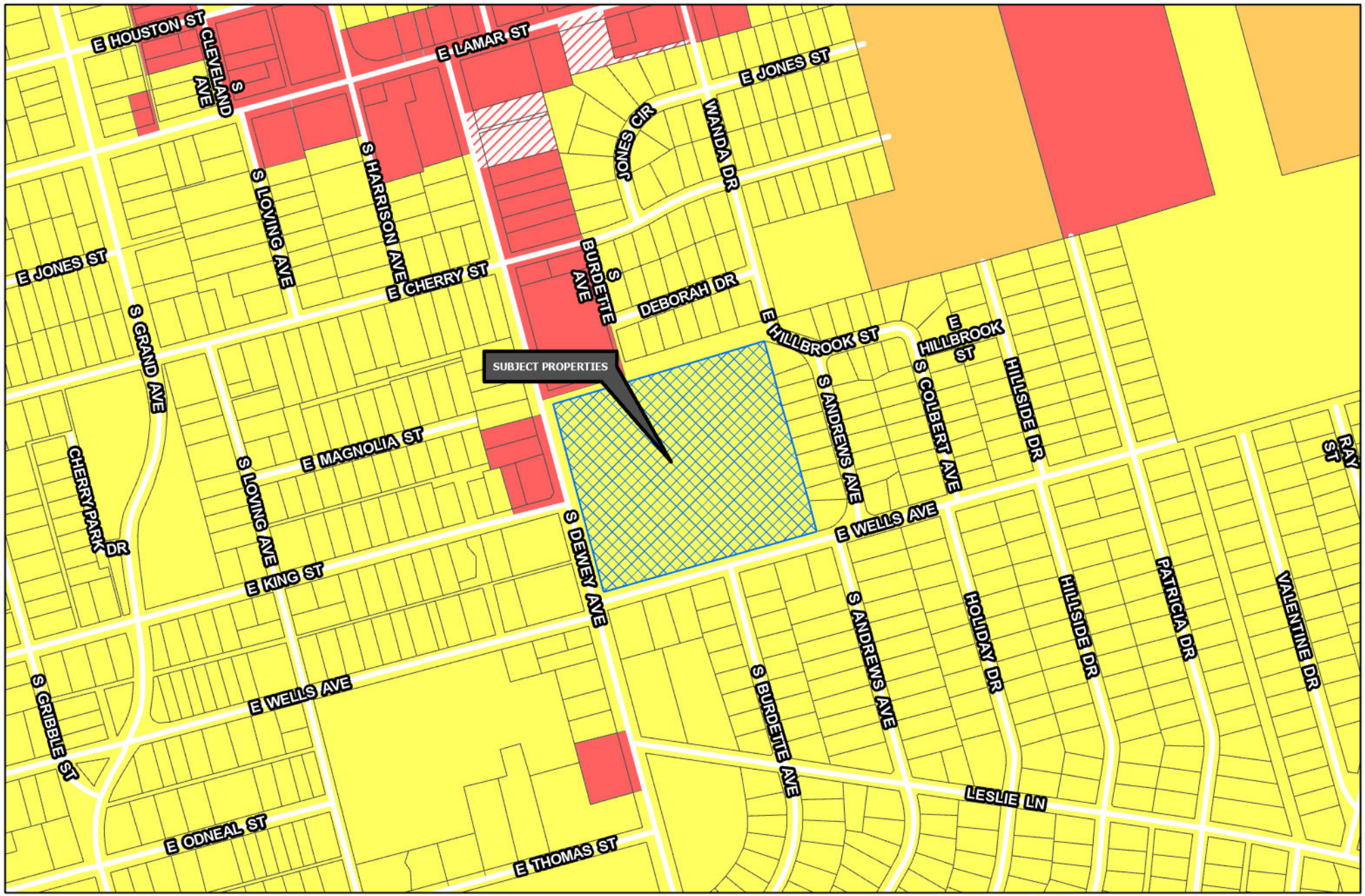
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
521 S DEWEY AVE

N
W E
S

Date: 12/15/2023 12:06 PM

dlagrone H:\PLANNING\Public Notification KT.aprx



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

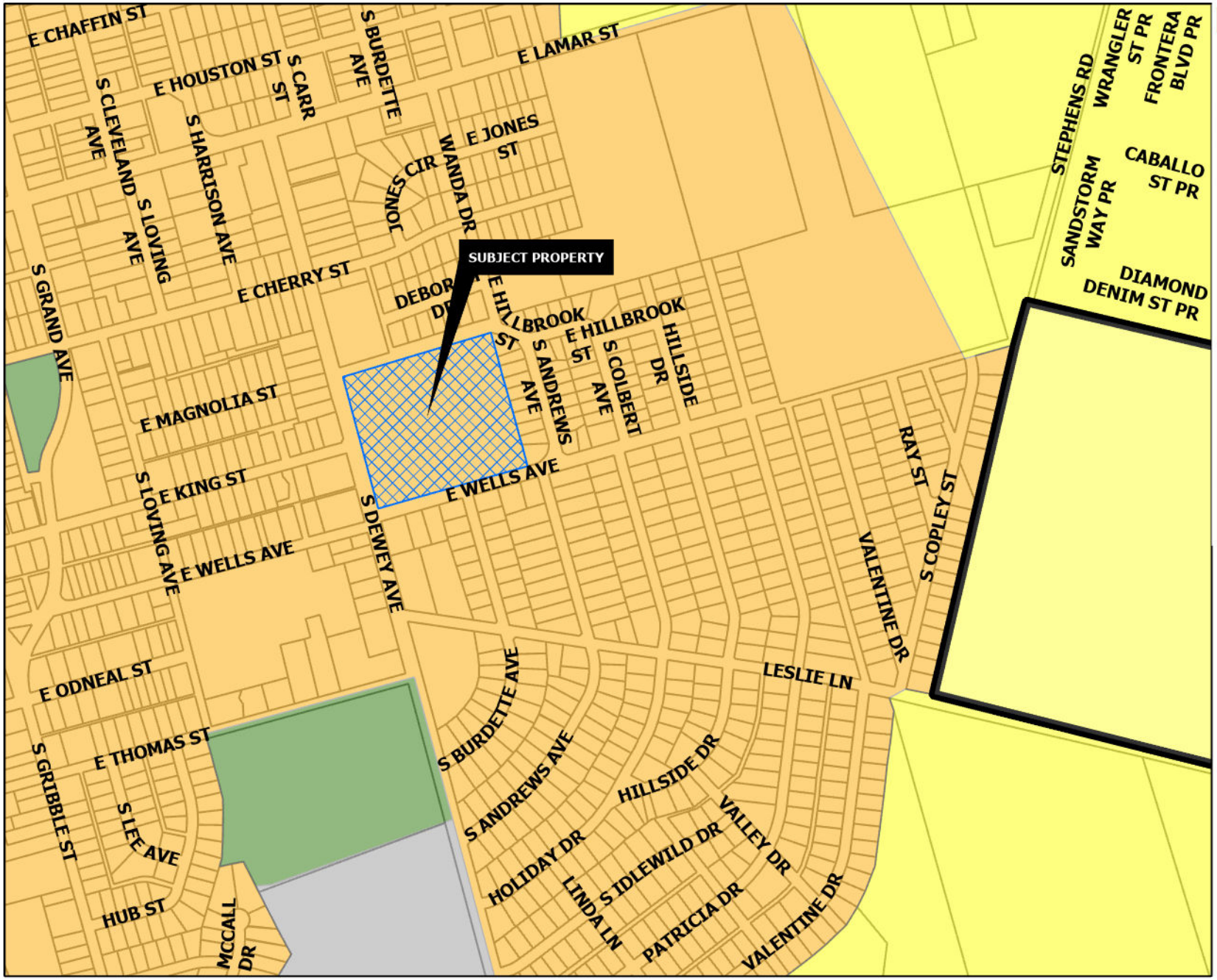
Road Names All

Planning & Zoning

CITY OF SHERMAN
ZONING MAP
521 S DEWEY AVE

N
W E
S

Date: 12/15/2023 12:02:20 PM



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 LAND USE MAP
521 S DEWEY AVE

N W E S

Date: 12/15/2023 12:06 PM

12/27/2023
CRUTCHFIELD
ELEMENTARY SCHOOL
TRUST- PARTIES
WINTER BREAK 12/22 - 1/8
Sherman
CLASSIC TOWN. BROAD HORIZON.
NOTICE OF
SPECIFIC USE
PERMIT REQUEST
PROJECT #: 23-006741
FOR INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229

Project Narrative

To: City Of Sherman

From: Teague Nall and Perkins, Inc.

Date: November 29, 2023

RE: Specific Use Permit; Crutchfield Elementary School

Design Narrative: Crutchfield Elementary School Replacement

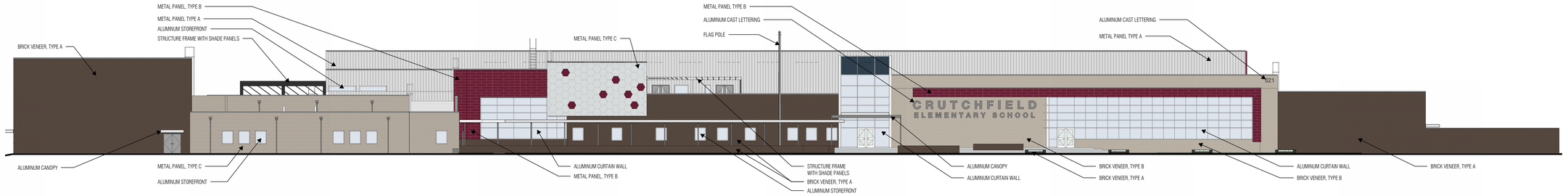
The Project is the replacement of Crutchfield Elementary School, which will consist of constructing a new school building on the current campus and demolishing the existing elementary school. The school will house Kindergarten through the 5th grade.

Phase 1 of the project will consist of constructing the new 2-story elementary school to the east of the existing building. The new elementary school will connect to the existing school's gymnasium. An outdoor basketball court and outdoor learning area will be constructed north of the proposed building. A private drive on the east side of the proposed building will be added with access to both Magnolia St. and Wells Ave.

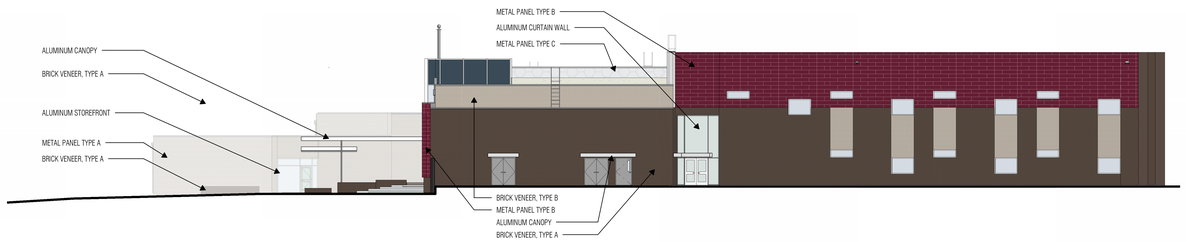
The proposed building will consist of classrooms, fine arts, cafeteria, auditorium, science labs, and music rooms. The classroom's design/ location in the proposed building are based on student grade level comprised of kindergarten through 5th grade with each grade receiving an individual wing of the school.

Phase 2 will consist of demolishing the existing on-site elementary school and completing the rest of the site infrastructure. The gymnasium will remain and connect to the proposed construction. The parent drop-off/loading zone will be constructed to the west of the new elementary school.

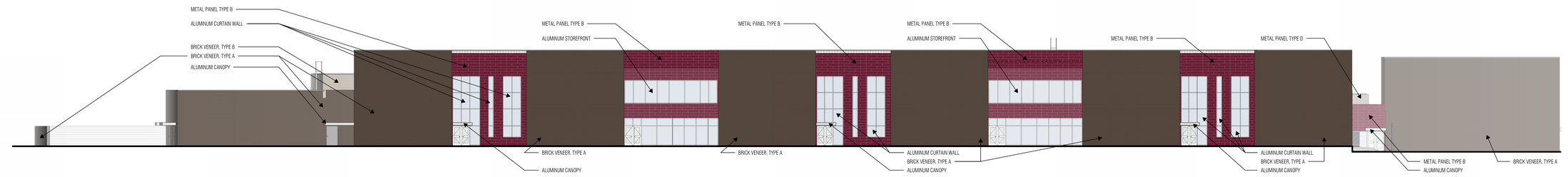
Primary materials on the exterior of the building will be brick veneer and glass with areas of architectural metal panels.



4 OVERALL WEST EXTERIOR ELEVATION
SCALE: 1/16" = 1'-0"



1 OVERALL SOUTH EXTERIOR ELEVATION
SCALE: 1/16" = 1'-0"



2 OVERALL EAST EXTERIOR ELEVATION
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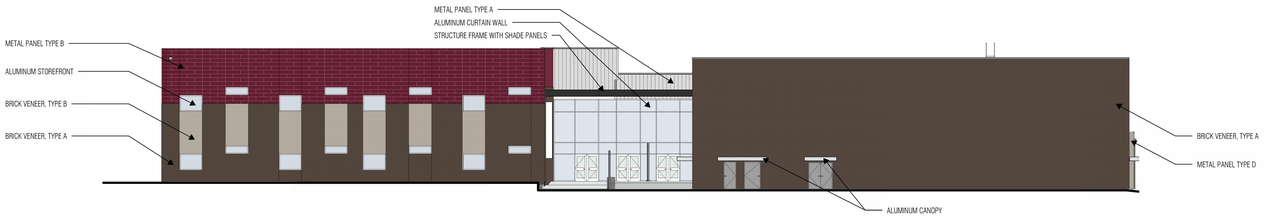

3 OVERALL NORTH EXTERIOR ELEVATION
SCALE: 1/16" = 1'-0"

VLK | ARCHITECTS

ARCHITECT

VLK Architects, Inc.
1320 Hemphill Street, Suite 400
Fort Worth, Texas 76104
Main Phone: 817.633.1600
www.vlkarchitects.com

SHERMAN ISD
SHERMAN, TEXAS

VOLUME 2:
CRUTCHFIELD ES

Fairview & Crutchfield Replacement ES

P&Z SUBMISSION

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION.

CLINTON W. SCHIVER
TEXAS LICENSE #19157

ISSUED: NOVEMBER 29, 2023

REVISIONS

Revision No.	Revision Date

Director	Drawn By
CS	VLK
Designer	Quality Control
ET	VLK
Proj. Arch.	
JD	

PROJECT NO.

23-051.00

SHEET TITLE

OVERALL EXTERIOR ELEVATIONS

SHEET NO.

A23.15X

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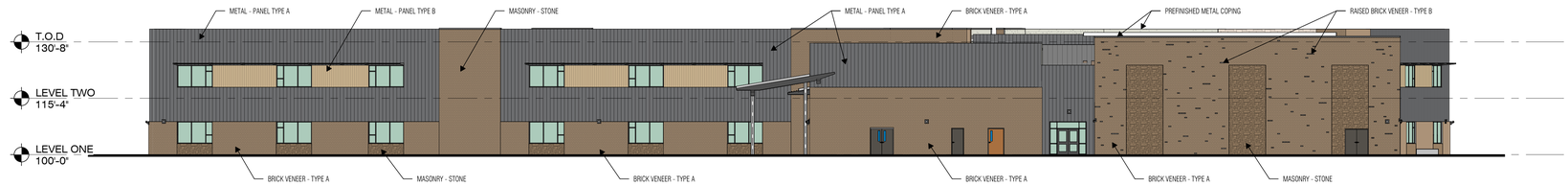
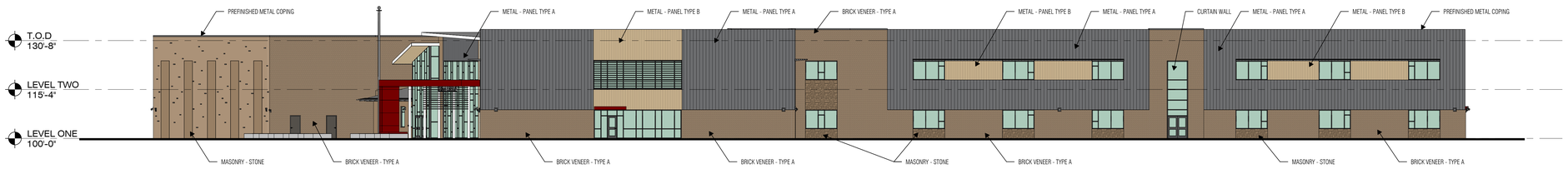


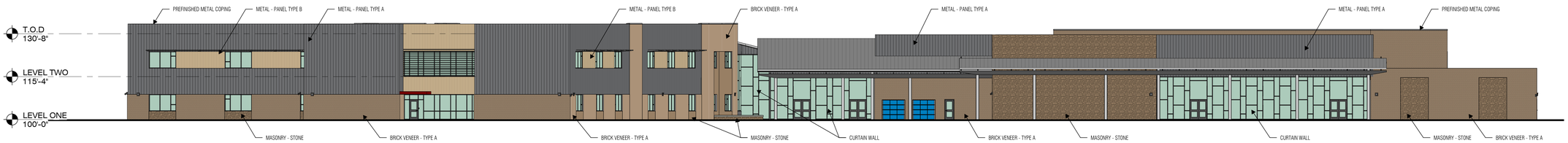
4 BUILDING ELEVATION - EAST

SCALE: 1/16" = 1'-0"



3 BUILDING ELEVATION - WEST

SCALE: 1/16" = 1'-0"



2 BUILDING ELEVATION - SOUTH

SCALE: 1/16" = 1'-0"

1 BUILDING ELEVATION - NORTH

SCALE: 1/16" = 1'-0"

VLK|ARCHITECTS

ARCHITECT

VLK Architects, Inc.
1320 Hemphill Street, Suite 400
Fort Worth, Texas 76104
Main Phone: 817.633.1600
www.vlkarchitects.com

SHERMAN ISD
SHERMAN, TEXAS

SHERMAN NEW ELEMENTARY 2025

P&Z SUBMISSION

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION.

CLINTON W. SCHIVER
TEXAS LICENSE #19157

ISSUED: 11.14.2023

REVISIONS

Revision No.	Revision Date

Director	Drawn By
CS	Author
Designer	Quality Control
ET	
Proj. Arch.	
BP	

PROJECT NO.

23-066.00

SHEET TITLE

OVERALL EXTERIOR ELEVATIONS

SHEET NO.

A3.01

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engineers
surveyors
landscape architects

TEXAS
FORT WORTH
DENTON
ALLEN
HEATH
KATY

Memorandum

To: City of Sherman

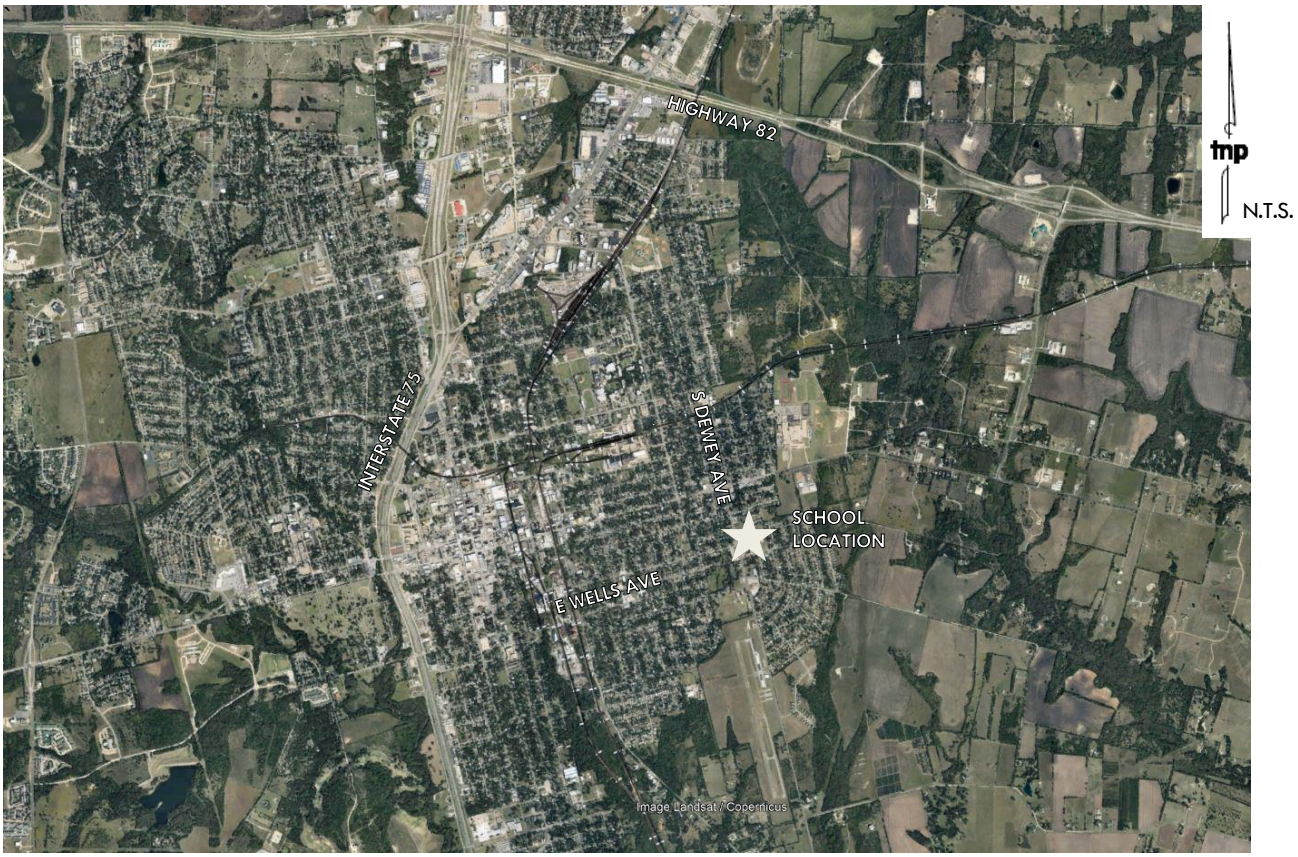
From: Philip C. Varughese, P.E., CFM

Date: January 4, 2024

RE: **Sherman Independent School District Queueing Analysis: Crutchfield Elementary**

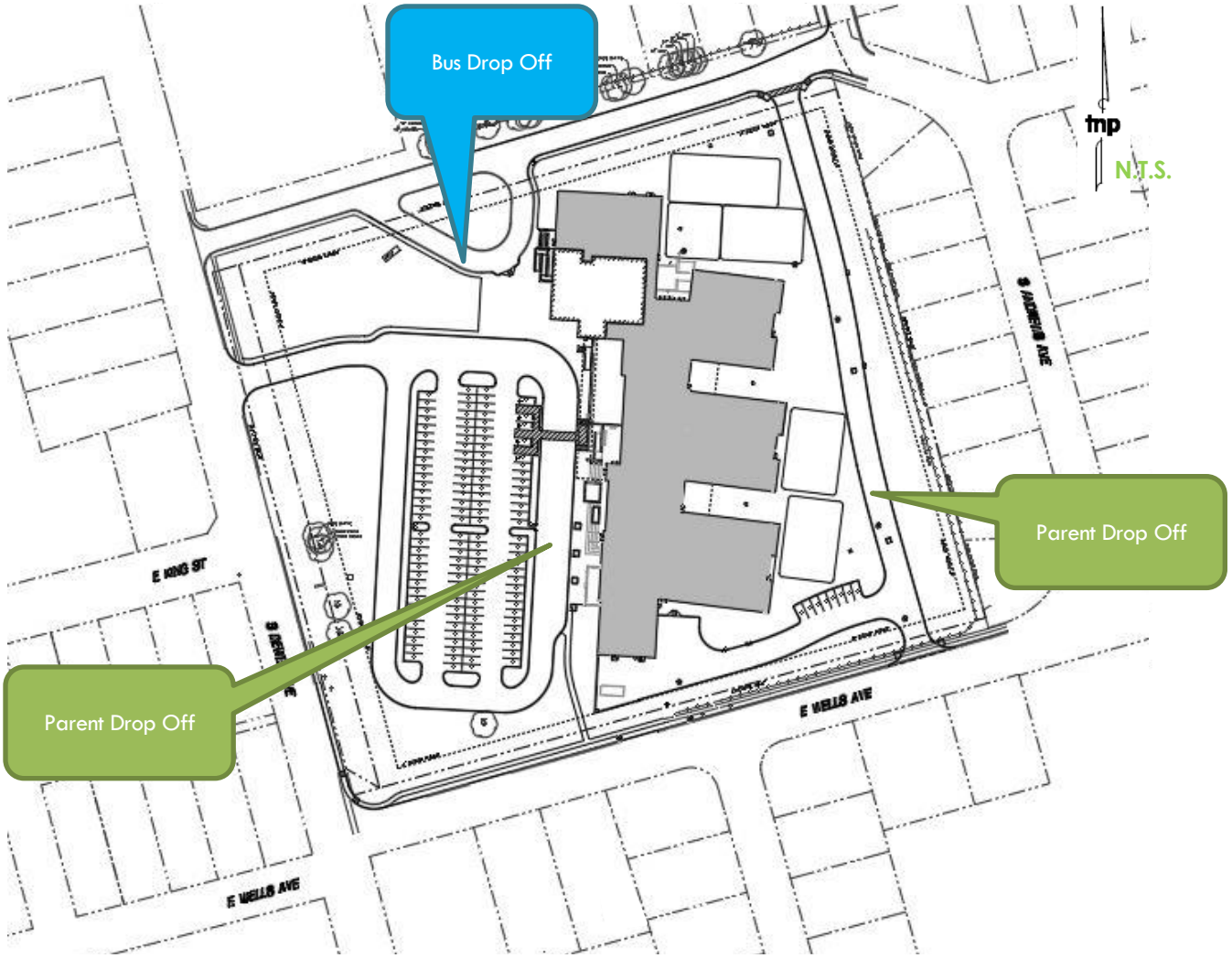
Teague Nall & Perkins, Inc. has performed a queuing analysis to evaluate the proposed on-site storage demands for the Crutchfield Elementary School Replacement in Sherman Independent School District (SISD). Crutchfield Elementary is located east of Interstate 75 at the northeast intersection of S Dewey Avenue and E Wells Avenue in Sherman, Texas. The proposed site location and site plan are shown in **Figure 1** and **Figure 2**, respectively.

Figure 1 Crutchfield Elementary Campus School Location



Crutchfield Elementary Replacement is expected to be completed in August 2025, with a planned capacity of 500 students served by 50 faculty and staff. In August 2030 (5 years after it is completed), the school is expected to reach an ultimate capacity of 500. The parking areas are divided into two separate areas to accommodate parent drop-off/pick-up and bus loading zones. The parent pickup driveways are expected to be ±2400 feet in length and will provide two lanes for queueing. The bus driveway is expected to be ±380 feet in length. Currently, the site provides 132 parking spaces, 5 of which are accessible parking spaces.

Figure 2 Crutchfield Elementary Replacement School Site Plan



DATA COLLECTION

Typically, trip generation data is based on information provided in the *Trip Generation Manual, 10th Edition*, 2017 and the *Trip Generation Handbook, 3rd Edition,* 2014, developed by the Institute of Transportation Engineers (ITE). However, the national data has a high variance in trip characteristics such as bus usage, after school activities, and bike/pedestrian traffic. Each school has its own characteristics that will provide different results from the aggregated nationwide data provided by ITE. From previous school queueing studies, an elementary school in Fort Worth within a residential neighborhood is expected to produce 0.60 vehicular trips per student who is not walking, biking, riding the bus, or participating in a before or after-school program.

The traffic characteristics assumed for this analysis are as follows:

- The afternoon pickup will have a longer queue than the morning drop-off, and thus the afternoon pickup is considered more important;
- From previous data collection, 67% of vehicular trips will queue before student dismissal, and 33% will arrive after dismissal;
- It is conservatively assumed that 10% of students will walk or bike home;
- The school will have buses carrying up to 50 students each. For this study, it is assumed 10% of students will ride the bus;
- The school will have 75 students who will attend an on-site after school program from the opening year on.

The number of personal vehicles generated by the Crutchfield Elementary Replacement in both the opening year of 2025, and the ultimate design year of 2030 are computed in **Table 1.**

Table 1 Expected Elementary Campus No. 18 Personal Vehicle Volumes

Year:	**2025**	**2030**
Total Number of Students:	**500**	**750**
Students using buses (assume 10%):	50	75
Students walking/biking (assume10%):	50	75
Students in after school programs:	75	100
Students picked up after school:	**325**	**500**
Personal Vehicles expected during pick-up (Students x 0.60):	195	300
Percentage of Personal Vehicles arriving before release:	0.67	0.67
Personal Vehicles expected in Peak Queue:	**131**	**201**

QUEUE LENGTH ANALYSIS

To accommodate queue length, the proposed elementary site has the following characteristics. All of the proposed parent loops are designed to be 22' to allow for trip lane queueing the length of the drive resulting in a total of 4,422 LF of queuing storage.

A total of 137 parking spaces are provided on site and 70 faculty and staff members. Assuming each faculty and staff member drives separately to work, 67 spaces remain available for parent parking (does not include accessible parking) which may further reduce the expected queue by 1,340 LF (assuming 20' per car).

To estimate queue lengths generated prior to school release, the following assumptions were made:

- Each vehicle occupies 20 feet of queue length;
- 67% of the projected vehicles are expected to arrive at the school prior to student release;
- There are 137 parking spaces planned on the campus, of which 5 of them are accessible spaces. A total of 67 spaces are available after factoring for faculty/staff and leaving accessible spaces open.

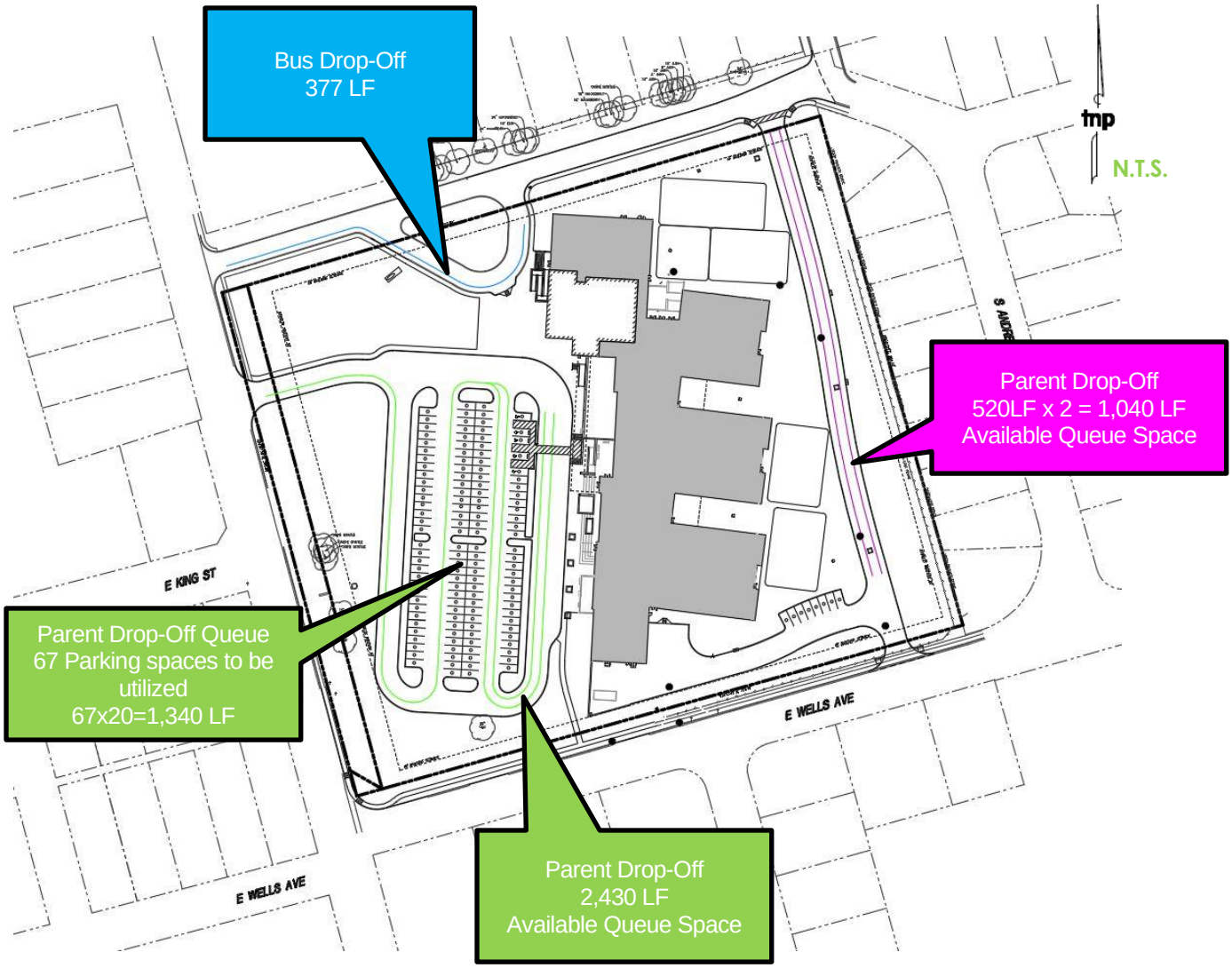
Using these assumptions, the estimated storage length needed to accommodate the expected total queue length before the school release time is approximately 2,882 feet, based on 131 vehicles in 2025. The storage length needed in 2030 is approximately 4,422 feet, based on 201 vehicles. The following table contains the calculated and provided length of queuing space as designed on the site plan for 2025 and 2030 with the full build-out conditions and enrollment.

Table 3 Calculated and Provided Queue Storage

Year	No. of Students	No. of Person Vehicles expected in Queue	Linear Feet of Queue Storage		Parking Storage	Total Storage Provided
			Calculated	Lane Storage Provided		
2025	500	131	2,882	2,430	1,370	3,800
2030	750	201	4,422	3,470	1,370	4,840

Figure 3 shows the calculated pick-up queue of 2,882 in 2025 can be accommodated through a combination of on-site queueing on west drive and available parking. The calculated pick-up queue of 4,422 LF in 2030 can be accommodated through on-site queueing for both east and west drives and available parking.

Figure 3 Crutchfield Elementary Replacement Pickup Queue



CONCLUSIONS AND RECOMMENDATIONS

The queueing study for the Crutchfield Elementary Replacement is provided to determine the expected storage requirements for afternoon pickup based on the peak vehicle queue typically occurring during dismissal. This study is based on expected characteristics of the proposed school and characteristics of nearby schools.

The queuing analysis shows that to all queued vehicles will be maintained within the school property during the peak periods and not impede the flow of traffic on adjacent streets. The parent loops are designed to minimize or eliminate any crossing of traffic flows within the queuing area.

Based on best planning practices, the following strategies to minimize peak queuing conditions on school campuses can be considered:

- Create safe routes for pedestrians and bicyclists to encourage use of these modes instead of trips by vehicle. School administration can also actively promote walking or biking to school among students.
- Utilize the 67 standard parking spaces expected to be available for parents that arrive early. To ensure parents use these spaces instead of the joining the queue, it is suggested that they receive direction to use these parking spaces.
- Enforce “No Parking” along the circulation path during drop-off and pick-up operations.
- Student pick-up area is inside the school campus and not along the street.
- No unattended vehicles should be in the queue line. Parking spaces are provided if parents need to leave their vehicles.
- Staff and/or volunteers should assist in loading students.
- It is recommended that a school representative stands near the entrance to the parent pick-up driveway and if in case the drives are full, directs traffic to use the available parking spaces for queueing purposes.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

January 2, 2024

Sent via Email

Brannon Kidd
2701 Loy Lake Road
Sherman, TX 75090

Philip Varughese
5237 N Riverside Dr., Ste. 100
Fort Worth, TX 76137

Dear Applicants,

The request of a Public Hearing, Site Plan and Specific Use Permit approval under Section 14.06.009 allow Schools; elementary, high, college and universities, public, private, or denominational in a R-6 (Single Family Residential) District. located at 521 South Dewey Avenue has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, January 9, 2024, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request, and the following items need to be noted/addressed:

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 (dillons@cityofsherman.com). *(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. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
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 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.
8. 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))*
9. 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.
10. 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.
11. A queuing study shall be provided to ensure drive aisles can support pick up and drop off of students

for build out conditions.

Engineering:

12. Platting of the property is required. Code of Ordinances Chapter10.02.002(a)(1); Texas Local Government Code Title 1, Sec. 212.004
13. New drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003.(f)
14. Widening or improvement of Magnolia Street by developer may be required upon development. Code of Ordinances Chapter 10.03.003(b)(K)
15. Monument sign will encroach into Right of Way that will be required to be dedicated during the platting process. Monument sign shall be relocated to location outside of right of way and easements.
16. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. Code of Ordinances Chapter 10.03.003(i)
17. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be found in the Development Guide on the City of Sherman website. Code of Ordinances Chapter 10.03.006(b)
18. No vehicles may be permitted to park or stand on any adjacent public street unless a parking lane is provided for such purpose.
19. A traffic study shall be provided to determine if driveways require a deceleration lane.

Fire Services

Building is equipped throughout with an approved automatic sprinkler system.

20. [ ] 503.1.1 - The fire apparatus access road shall comply with the requirements of this section and shall extend to within 200' of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
21. [ ] 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 600' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
22. [ ] 507.5.1.1 - Buildings equipped with a FDC installed in accordance shall have a fire hydrant within 100' of the fire department connections.

Building is over 3 stories or 30' in height or 62,000 square feet in gross area.

23. [ ] D105.2 - Aerial fire apparatus access roads shall have a minimum unobstructed width of 26', exclusive of shoulders, in the immediate vicinity of the building or portion thereof. and an unobstructed vertical clearance of not less than 14'. (City Ordinances Amendments 3.01.002)
24. [ ] D105.3 - One or more of the required access routes meeting this condition shall be located not less than 15' and not greater than 30' from the building and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official.
25. [ ] 503.2.4 - The minimum turning radius shall be at least 25' unless the fire lane exceeds minimum requirement of 26'. (City Ordinances Amendments 3.01.002)

It is the policy of Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Development Services at 903-892-7229 prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Dillon Stewart, Fire Chief
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 2/19/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6699

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow A School; Elementary, High, College And Universities, Public, Private, Or Denominational In A R-6 (Single Family Residential) District, Located At 501 West Taylor Street, Consisting Of 11.333 Acres Being In The J. B. McAnair Survey, Abstract Number 763, City Of Sherman, Grayson County, Texas Sherman Independent School District (Owner), Philip Varughese (Representative), Vlk Architects (Architect) And Teague Nall & Perkins (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

Issue:

Consideration of a Specific Use Permit for 11.333 acres of land located at 501 West Taylor Street to Allow A School; Elementary, High, College And Universities, Public, Private, Or Denominational In A R-6 (Single Family Residential) District.

Background:

The property is located at 501 West Taylor Street at the intersection of North Woods Street and West Taylor Street. The owner is requesting a Specific Use Permit and Site Plan to allow an Elementary School in a R-6 (Single Family Residential) District.

Origination:

Sherman Independent School District (Owner)
Philip Varughese (Representative)
VLK Architects (Architect)
Teague Nall & Perkins (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the January 9, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6699
2. Exhibit A - Property Survey
3. Exhibit B - Site Plan
4. Exhibit C - Landscape Plan
5. Location Map
6. Zoning Map
7. Future Land Use Map
8. Zoning Sign Photo
9. Project Narrative
10. Elevations
11. Queuing Study
12. Questions from Concerned Citizen - Javor
13. Staff Review Letter

ORDINANCE NO. 6699

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 A SCHOOL; ELEMENTARY, HIGH, COLLEGE AND UNIVERSITIES, PUBLIC, PRIVATE, OR DENOMINATIONAL IN A R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT, LOCATED AT 501 WEST TAYLOR STREET, CONSISTING OF 11.333 ACRES BEING IN THE J. B. MCANAIR SURVEY, ABSTRACT NUMBER 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS SHERMAN INDEPENDENT SCHOOL DISTRICT (OWNER), PHILIP VARUGHESE (REPRESENTATIVE), VLK ARCHITECTS (ARCHITECT) AND TEAGUE NALL & PERKINS (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 501 West Taylor Street, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a elementary, high, college and universities, public, private, or denominational, 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:

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. 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. 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.
7. 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))*
8. 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.
9. 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.
10. A queuing study shall be provided to ensure drive aisles can support pick up and drop off of students for build out conditions.

Engineering:

11. Platting of the property is required. *Code of Ordinances Chapter10.02.002(a)(1); Texas Local Government Code Title 1, Sec. 212.004*
12. Woods Street is a Collector per the City of Sherman Master Throughfare Plan. 30' right of way dedication will be required along Woods Street upon platting. *Code of Ordinances Chapter 10.03.003(b)(K)*
13. Taylor Street is a Minor Thoroughfare per the City of Sherman Master Thoroughfare Plan. 40' right of way dedication will be required along Taylor Street upon platting. *Code of Ordinances Chapter 10.03.003(b)(K)*
14. Ricketts Street is a Collector per the City of Sherman Master Throughfare Plan. 5' right of way dedication will be required along Woods Street upon platting. *Code of Ordinances Chapter 10.03.003(b)(K)*
15. New drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering

Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003.(f)*

16. Sidewalks required along all street frontage. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003.(f)*
17. Sidewalks along streets shall be in right of way or a sidewalk easement. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003.(f)*
18. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10.03.003(i)*
19. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be found in the Development Guide on the City of Sherman website. *Code of Ordinances Chapter 10.03.006(b)*
20. No vehicles may be permitted to park or stand on any adjacent public street unless a parking lane is provided for such purpose.
21. A traffic study shall be provided to determine if driveways require a deceleration lane.

Fire Services

Building is equipped throughout with an approved automatic sprinkler system.

22. [ ] 503.1.1 - The fire apparatus access road shall comply with the requirements of this section and shall extend to within 200’ of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
23. [ ] 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 600’ from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
24. [ ] 507.5.1.1 - Buildings equipped with a FDC installed in accordance shall have a fire hydrant within 100’ of the fire department connections. (Located on a Fire Lane)

Building is over 3 stories or 30' in height or 62,000 square feet in gross area.

25. [ ] D105.2 - Aerial fire apparatus access roads shall have a minimum unobstructed width of 26', exclusive of shoulders, in the immediate vicinity of the building or portion thereof. and an unobstructed vertical clearance of not less than 14’. (City Ordinances Amendments 3.01.002)
26. [ ] D105.3 - One or more of the required access routes meeting this condition shall be located not less than 15' and not greater than 30' from the building and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official.
27. [ ] 503.2.4 - The minimum turning radius shall be at least 25’ unless the fire lane exceeds minimum requirement of 26’. (City Ordinances Amendments 3.01.002)
28. [ ] 503.2.5 - Dead-end fire apparatus access roads in excess of 150’ in length shall be provided with a 100’ diameter cul-de-sac or 120' hammerhead at 26’ wide fire lane. (City Ordinances Amendments 3.01.002)

Additional Conditions: as applicable

29. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**
30. The property shall be developed and used in accordance with the Landscape Plan show in **Exhibit C.**

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 19th day of February 2024

ADOPTED on this the 19th day of February 2024

EFFECTIVE DATE on this the 19th day of February 2024

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

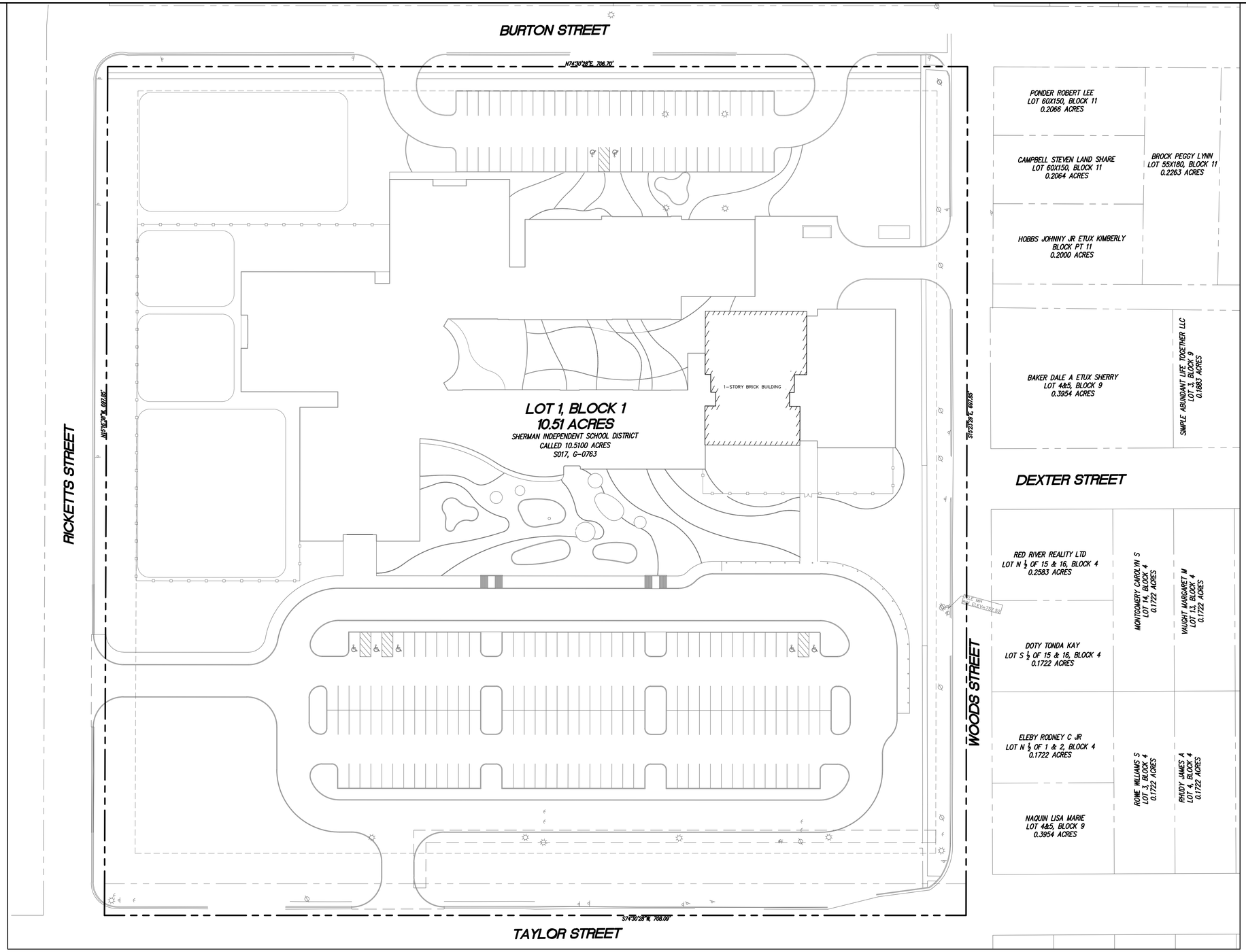
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



tnp

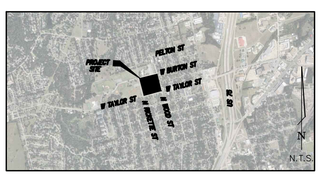
GRAPHIC SCALE

100 0 50 100 200

GRAPHIC SCALE: 1" = 100'

NOTES:

1. PRELIMINARY PLAT, FOR INSPECTION PURPOSES ONLY. IN NO WAY OFFICIAL OR APPROVED FOR RECORD PURPOSES.
2. ALL ONSITE UTILITIES OR PRIVATE UNLESS OTHERWISE NOTED.



LOCATION MAP
N.T.S.

tnp

teague nall & perkins
5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817.336.5773 ph 817.336.2813 fx
TBPE Registration No. F-230
www.tnpinc.com

OWNER:
SHERMAN I.S.D.
CONTACT: TYSON BENNETT
903.891.6415 PH 903.891.6418 FX
2701 LOY LAKE ROAD
SHERMAN, TEXAS 75090

ARCHITECT:
VLK ARCHITECTS, INC.
CONTACT: BRIAN PALETZ
817.633.1600 PH 214.785.2965 FX
1320 HEMPHILL ST SUITE 400
FORT WORTH, TEXAS 76104

ENGINEER:
TEAGUE NALL & PERKINS
CONTACT: PHILIP VARUGHESE, P.E.
817.336.5773 PH 817.336.2813 FX
5237 N. RIVERSIDE DRIVE, SUITE 100
FORT WORTH, TEXAS 76137

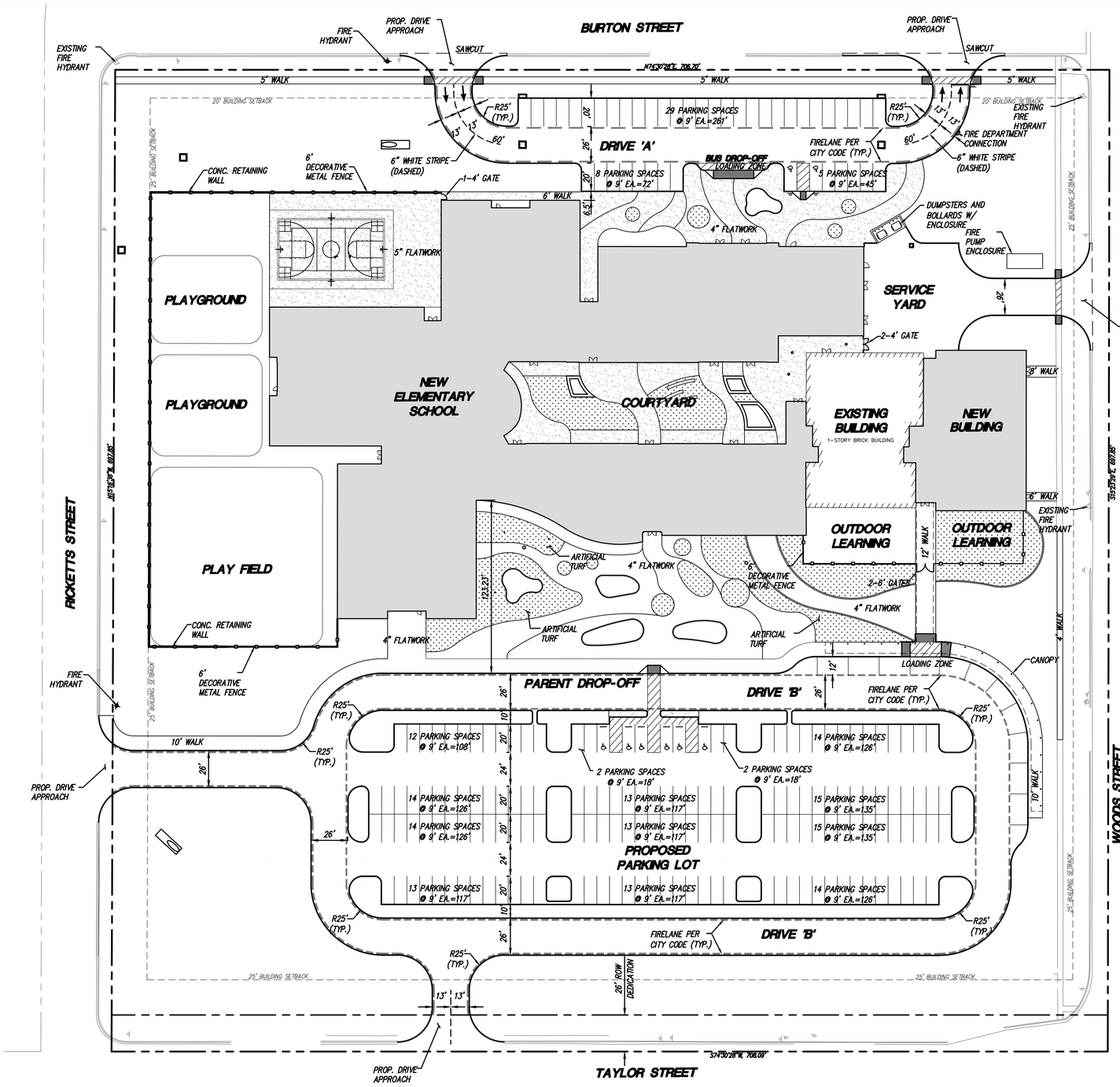
SURVEYOR:
TEAGUE NALL & PERKINS
CONTACT: JAY MADDOX, R.P.L.S.
214.461.9867 PH 940.383.8026 FX
825 WATTERS CREEK BLVD M300
ALLEN, TEXAS 75013

PRELIMINARY PLAT FOR FAIRVIEW ELEMENTARY SCHOOL REPLACEMENT

CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
NOVEMBER 2023

Drawing: T:\Projects\VLK23280\Eng-CSD\Docs\Site Plan Submittal Docs\Fairview Preliminary Plat.dwg at Nov 29, 2023-3:13pm by mmantong
Layout: Layout1 Xrefs: XREF-BLOC.dwg - BASE FOR SPECIFIC USE PERMIT.dwg - SHI 23242 TOPO.dwg

EXHIBIT B



GRAPHIC SCALE
40 0 20 40 80
GRAPHIC SCALE: 1" = 40'

PARKING DATA

PARKING SPACES: 2.5 SPACES PER CLASSROOM AND A MIN. OF 10 STACKING SPACES IN ONE PICK-UP/DROP-OFF LANE

CLASSROOMS: 46 CLASSROOMS

REQUIRED PARKING:

REQUIRED STANDARD SPACES (2.5x46)	115 SPACES
REQUIRED HANDICAP PARKING:	8 SPACES

PROVIDED PARKING:

TOTAL STANDARD PARKING:	196 SPACES
TOTAL HANDICAP PARKING:	8 SPACES
TOTAL PARKING:	204 SPACES

ZONING

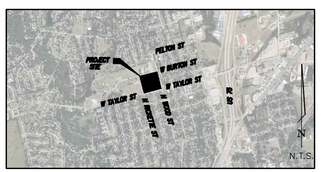
THE SCHOOL PROPERTY AND ALL SURROUNDING PROPERTIES ARE ZONED R-6 – SINGLE FAMILY RESIDENTIAL

BUILDING DATA

BUILDING SQUARE FOOTAGE	117,763SF
GROSS PROPERTY SQUARE FOOTAGE	475,245SF
BUILDING HEIGHT	35FT

SIGNS/FENCES

ALL SIGNS/FENCES SHALL BE PERMITTED SEPARATELY & SHALL ADHERE TO THE ORDINANCE.



LOCATION MAP
N.T.S.

SPECIFIC USE PERMIT
SITE PLAN

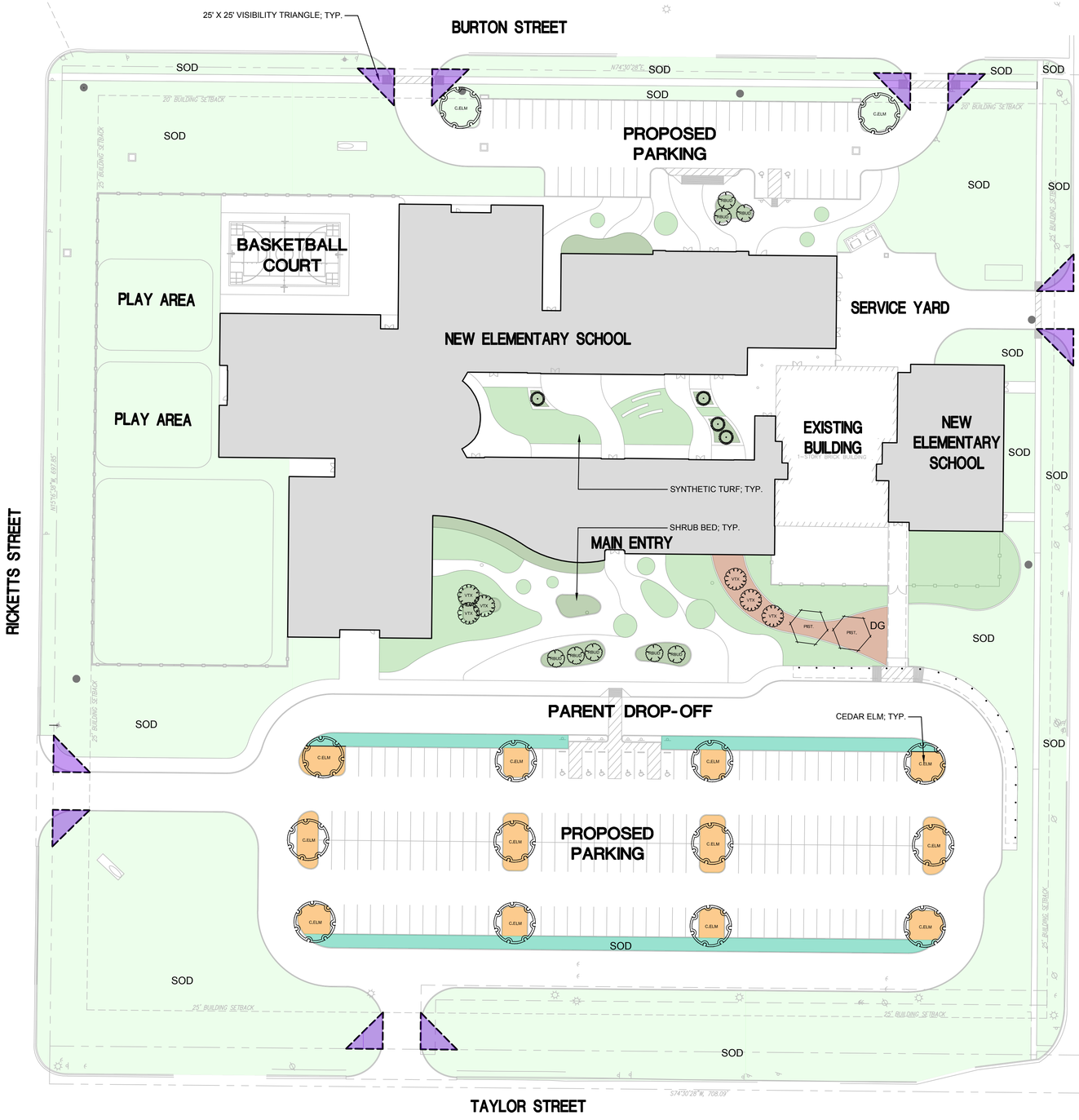
FAIRVIEW ELEMENTARY SCHOOL REPLACEMENT

CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
DECEMBER 2023

teague nall & perkins
5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817.336.5773 ph 817.336.2813 fx
TBPE Registration No. F-230
www.tnpinc.com

Drawing: T:\Projects\WK23280\Eng-C3D\Docs\Site Plan Submittal Docs\Fairview Site Plan.dwg at Dec 28, 2023-10:33am by pvonughese
Layout: SITE PLAN Xrefs: X3D-WCS.dwg - X3D-30.dwg - BASE FOR SPECIFIC USE PERMIT.dwg - XREF-BLDG.dwg - SSH 23242 TOPO.dwg - X3D-BASE.dwg - Sherman ISD - Fairview ES - MPE Site Plan.dwg

EXHIBIT C



LEGEND

- SOD
- SHRUB BED
- DECOMPOSED GRANITE
- SYNTHETIC TURF

GRAPHIC SCALE

40 0 20 40 80

GRAPHIC SCALE: 1" = 40'

City of Sherman, Texas
Landscape Requirements - Fairview Elementary School

14.04.006 Residential and Commercial Landscape Requirements	Unit	LANDSCAPING Req. per SF	LS SF Required	LS SF Provided
(b) (1) Commercial tree and landscaping	107,953	(SF)		
All areas that are used for off-street parking shall conform to the minimum landscaping requirements of this section. Parking lots with twenty-five (25) parking spaces or more shall have open landscaped areas that are equal to but not less than ten (10) percent of the parking areas and drives in the parking areas. The required area may be used as island, perimeter landscaping, or in any combination. A minimum of forty (40) percent of the required landscaped area must be used as islands.		10%	10,795	12,507
(b) (1) Commercial tree and landscaping	10,795	(SF)		
A minimum of forty (40) percent of the required landscaped area must be used as islands.		40%	4,318	5,497
(b) (4) Visibility at Intersections				
Visibility at intersections.On a corner lot, no vegetation shall be planted and allowed to grow, in such a manner as to impede vision between a height of two (2) feet and eight (8) feet above the centerline grades of the intersecting streets, subject to the sight distance regulations in section 14.04.004(b)(1) (A), as follows: At all street intersections, the triangular area formed by the street right-of-way lines and a line connecting them at points twenty-five (25) feet from the intersection of the right-of-way lines. Depending on the curvature of intersecting roads, the city engineer may require a larger triangular area.		MET		
TOTALS		**LANDSCAPE**	**10,795** Required	**12,507** Provided

LOCATION MAP
N.T.S.

SPECIFIC USE PERMIT
LANDSCAPE PLAN

FAIRVIEW ELEMENTARY SCHOOL REPLACEMENT

CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
DECEMBER 2023

teague nall & perkins
5237 N. Riverside Drive, Suite 100
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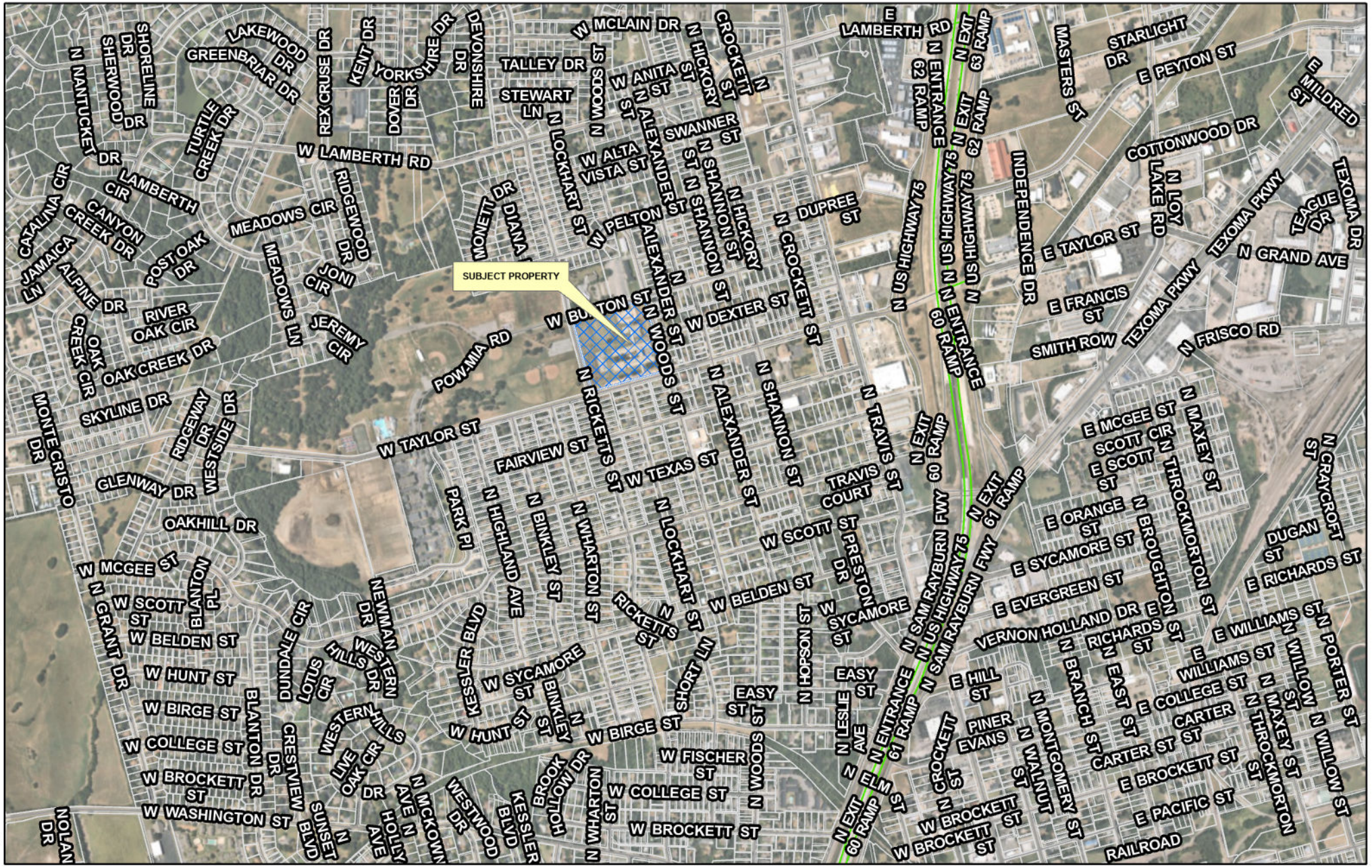
TBPE Registration No. F-230
www.tnpinc.com

Drawing: \\sosd.local\Unpdata\Production\Prod\Projects\VLK23280\Eng-CAD\Docs\Site Plan Submittal Docs\Fairview Overall Landscape Plan.dwg at Dec 21, 2023-9:39am by brobbins
Layout: L1 - Fairview ES - MPE Site Plan.dwg
Xrefs: X3D-BASE.dwg - XREF-BLDG.dwg - X3D-MISS.dwg - X3D-SU.dwg - LS-BASE.dwg - SPE 23242 TOPO.dwg - Sherman ISD



Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
521 S DEWEY AVE

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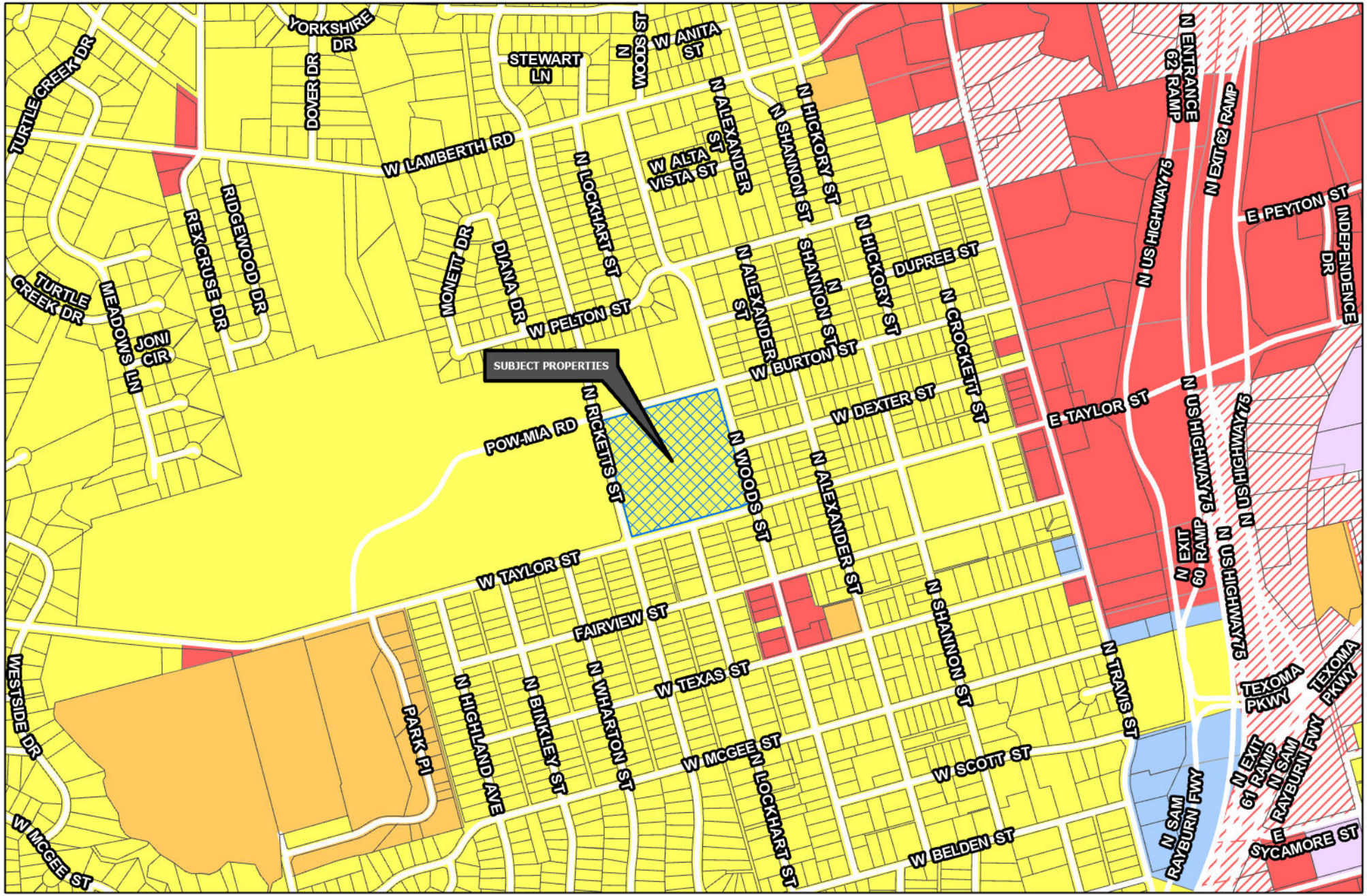

Sherman
CLASSIC TOWN. BROAD HORIZON.

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
501 W TAYLOR ST

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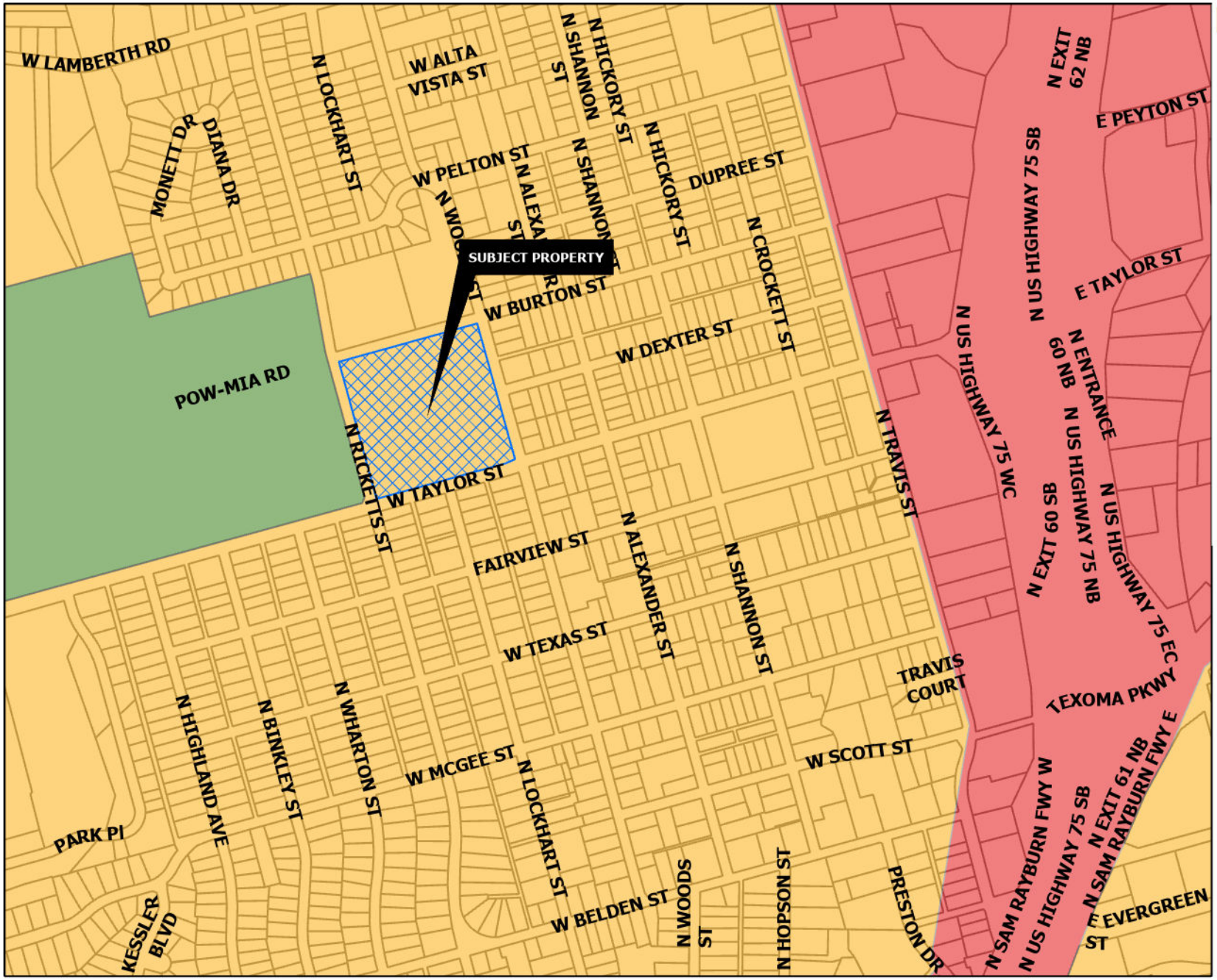

CORE NEIGHBORHOOD

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
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
501 W TAYLOR ST

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Date: 12/15/2023 12:06 PM

12/27/2023
FIRE LANE
NO PARKIN
Fairview
Sherman
CLASSIC TOWN. BROAD HORIZON.
NOTICE OF
SPECIFIC USE
PERMIT REQUEST
PROJECT #: 23-006743
FOR INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229

Project Narrative

To: City Of Sherman

From: Teague Nall and Perkins, Inc.

Date: November 29, 2023

RE: Specific Use Permit; Fairview Elementary School

Design Narrative: Fairview Elementary School Replacement

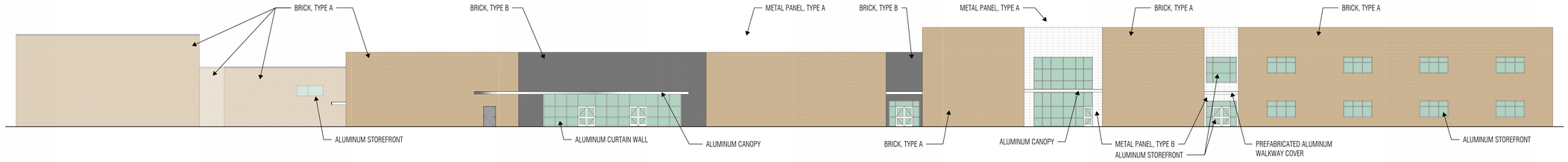
The Project is the replacement of Fairview Elementary School, which will consist of building a new school on the current campus and demolishing the existing elementary school. The school will house Kindergarten through the 5th grade.

Phase 1 of the project will consist of constructing the new 2-story elementary school to the north of the existing building. The playground and drop off zone in this area will be demolished to make room for the proposed elementary school. A courtyard and outdoor learning areas will also be constructed between the wings of the proposed school.

The proposed building will consist of classrooms, media center, fine arts, cafeteria, auditorium, science labs, and music rooms. The classroom's design/ location in the proposed building are based on student grade level comprised of kindergarten through 5th grade with each grade receiving an individual wing of the school.

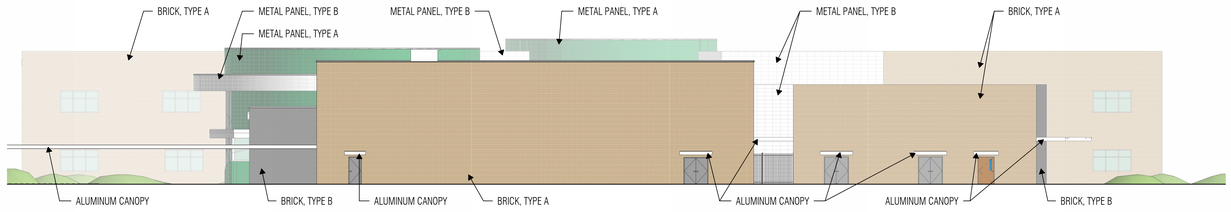
Phase 2 will consist of demolishing the existing on-site elementary school. The northern existing 1-story brick building is to remain and connect to the proposed elementary school. The demolished school area and southern portion of the site will be constructed into a parking lot and parent drop-off/ loading zone.

Primary materials on the exterior of the building will be brick veneer and glass with areas of architectural metal panels.



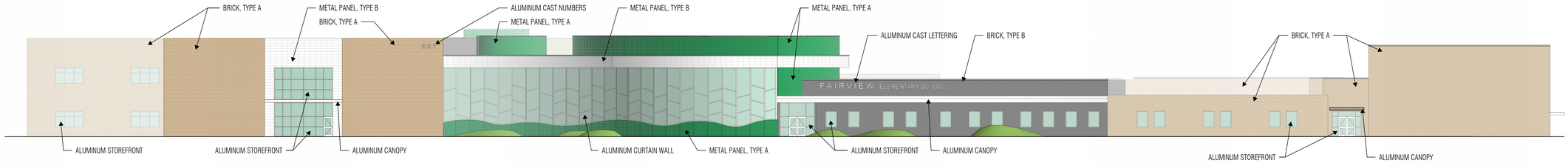
1 OVERALL NORTH EXTERIOR ELEVATION

SCALE: 1/16" = 1'-0"



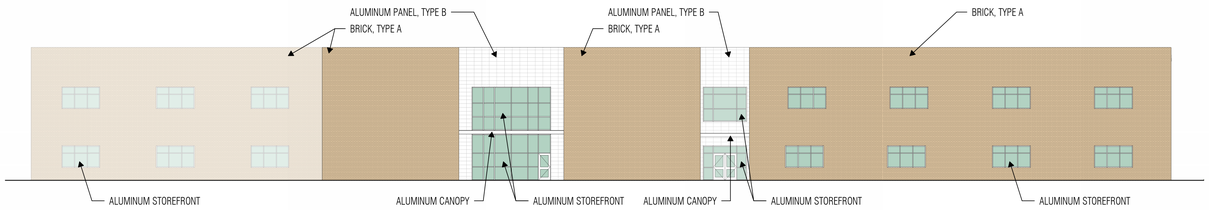
2 OVERALL EAST EXTERIOR ELEVATION

SCALE: 1/16" = 1'-0"



3 OVERALL SOUTH EXTERIOR ELEVATION

SCALE: 1/16" = 1'-0"



4 OVERALL WEST EXTERIOR ELEVATION

SCALE: 1/16" = 1'-0"

VLK|ARCHITECTS

ARCHITECT

VLK Architects, Inc.
1320 Hemphill Street, Suite 400
Fort Worth, Texas 76104
Main Phone: 817.633.1600
www.vlkarchitects.com

SHERMAN ISD
SHERMAN, TEXAS

Fairview & Crutchfield Replacement ES

P&Z SUBMISSION

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION.

CLINTON W. SCHIVER
TEXAS LICENSE #19157

ISSUED: NOVEMBER 29, 2023

REVISIONS

Revision No.	Revision Date

Director	Drawn By
CS	VLK
Designer	Quality Control
ET	VLK
Proj. Arch.	
SR	

PROJECT NO.

23-051.00

SHEET TITLE

OVERALL EXTERIOR ELEVATIONS

SHEET NO.

A13.08X

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www.tnpinc.com

engineers
surveyors
landscape architects

TEXAS
FORT WORTH
DENTON
ALLEN
HEATH
KATY

Memorandum

To: City of Sherman

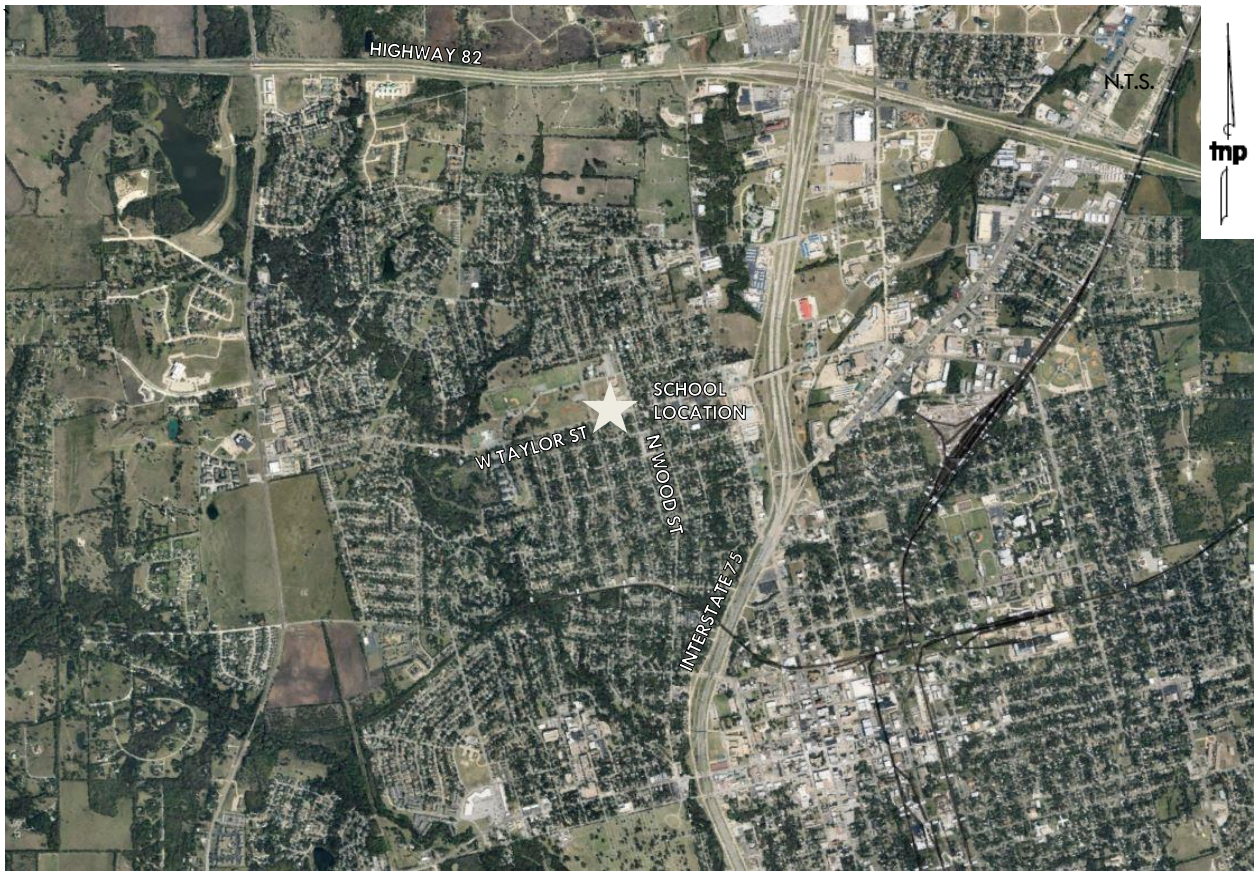
From: Philip C. Varughese, P.E., CFM

Date: January 4, 2024

RE: **Sherman Independent School District Queueing Analysis: Fairview Elementary**

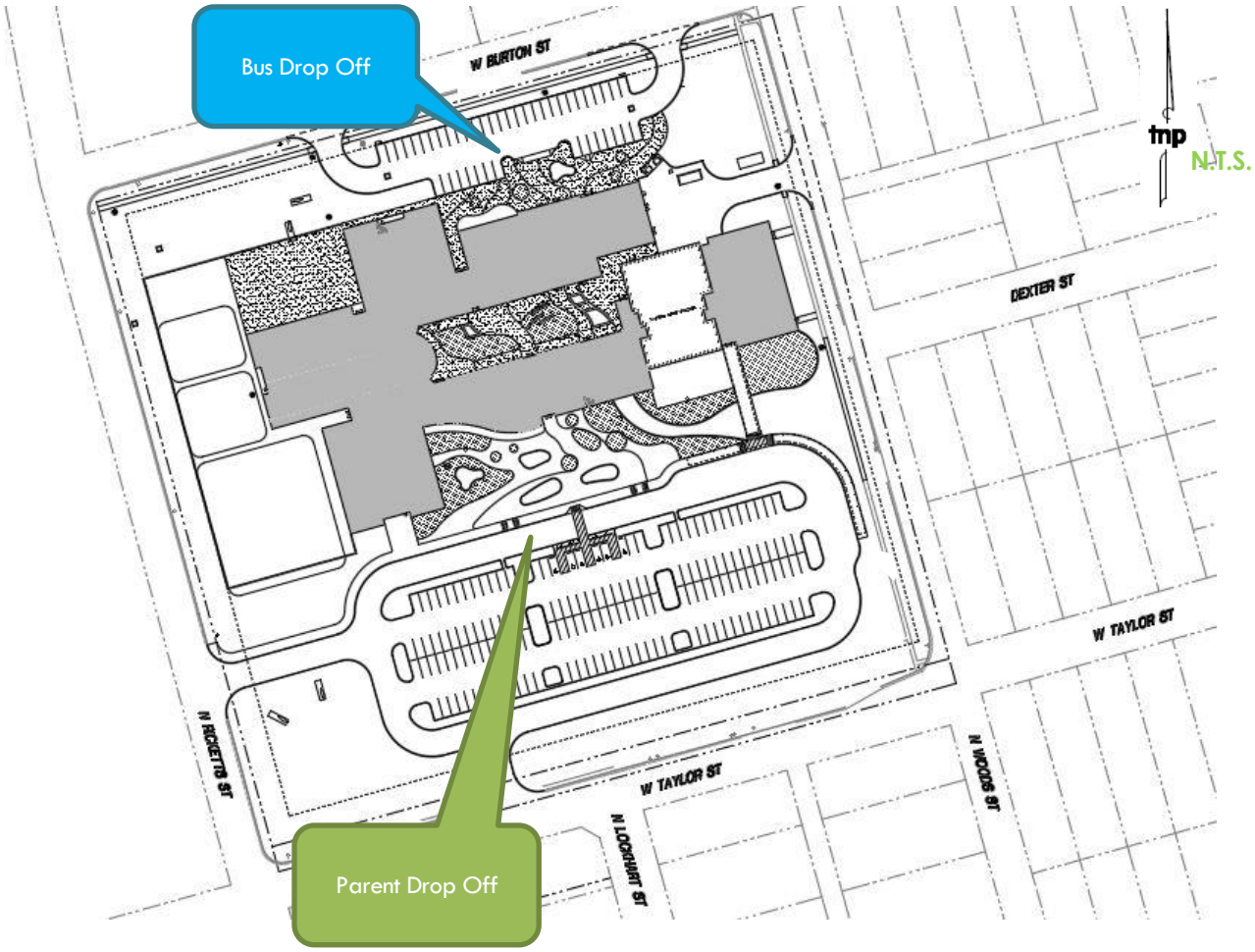
Teague Nall & Perkins, Inc. has performed a queuing analysis to evaluate the proposed on-site storage demands for the Fairview Elementary School Replacement in Sherman Independent School District (SISD). Fairview Elementary Campus is located west of Interstate 75 at the northwest intersection of N Wood Street and W Taylor Street in Sherman, Texas. The proposed site location and site plan are shown in **Figure 1** and **Figure 2,** respectively.

Figure 1 Fairview Elementary Campus School Location



Fairview Elementary Replacement is expected to be completed in August 2025, with a planned capacity of 500 students served by 50 faculty and staff. In August 2030 (5 years after it is completed), the school is expected to reach an ultimate capacity of 750. The parking areas are divided into two separate areas to accommodate parent drop-off/pick-up and bus loading zones. The parent pickup driveways are expected to be ±2800 feet in length and will provide two lanes in some part for queueing. The bus driveway is expected to be ±284 feet in length. Currently, the site provides 204 parking spaces, 8 of which are accessible parking spaces.

Figure 2 Fairview Elementary Replacement School Site Plan



DATA COLLECTION

Typically, trip generation data is based on information provided in the *Trip Generation Manual, 10th Edition*, 2017 and the *Trip Generation Handbook, 3rd Edition,* 2014, developed by the Institute of Transportation Engineers (ITE). However, the national data has a high variance in trip characteristics such as bus usage, after school activities, and bike/pedestrian traffic. Each school has its own characteristics that will provide different results from the aggregated nationwide data provided by ITE. From previous school queueing studies, an elementary school in Fort Worth within a residential neighborhood is expected to produce 0.60 vehicular trips per student who is not walking, biking, riding the bus, or participating in a before or after-school program.

The traffic characteristics assumed for this analysis are as follows:

- The afternoon pickup will have a longer queue than the morning drop-off, and thus the afternoon pickup is considered more important;
- From previous data collection, 67% of vehicular trips will queue before student dismissal, and 33% will arrive after dismissal;
- It is conservatively assumed that 10% of students will walk or bike home;
- The school will have buses carrying up to 50 students each. For this study, it is assumed 10% of students will ride the bus;
- The school will have 75 students who will attend an on-site after school program from the opening year on.

The number of personal vehicles generated by the Fairview Elementary Replacement in both the opening year of 2025, and the ultimate design year of 2030 are computed in **Table 1.**

Table 1 Expected Elementary Campus No. 18 Personal Vehicle Volumes

Year:	**2025**	**2030**
Total Number of Students:	**500**	**750**
Students using buses (assume 10%):	50	75
Students walking/biking (assume10%):	50	75
Students in after school programs:	75	100
Students picked up after school:	**325**	**500**
Personal Vehicles expected during pick-up (Students x 0.60):	195	300
Percentage of Personal Vehicles arriving before release:	0.67	0.67
Personal Vehicles expected in Peak Queue:	**131**	**201**

QUEUE LENGTH ANALYSIS

To accommodate queue length, the proposed elementary site has the following characteristics. All of the proposed parent loops are designed to be 22' to allow for trip lane queueing the length of the drive resulting in a total of 4,422 LF of queuing storage.

A total of 205 parking spaces are provided on site and 70 faculty and staff members. Assuming each faculty and staff member drives separately to work, 135 spaces remain available for parent parking (does not include accessible parking) which may further reduce the expected queue by 2,700 LF (assuming 20' per car).

To estimate queue lengths generated prior to school release, the following assumptions were made:

- Each vehicle occupies 20 feet of queue length;
- 67% of the projected vehicles are expected to arrive at the school prior to student release;
- There are 205 parking spaces planned on the campus, of which 6 of them are accessible spaces. A total of 135 spaces are available after factoring for faculty/staff and leaving accessible spaces open.

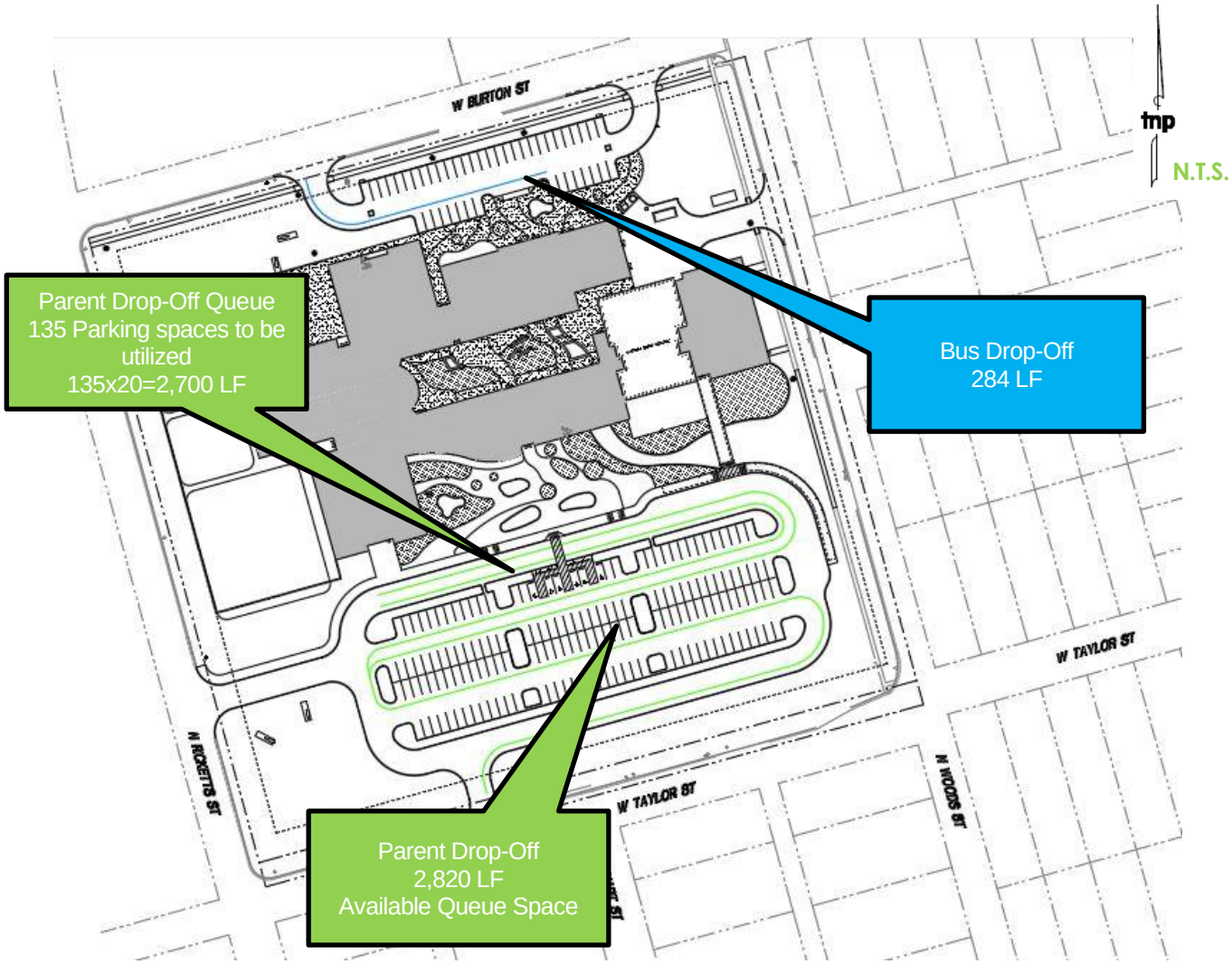
Using these assumptions, the estimated storage length needed to accommodate the expected total queue length before the school release time is approximately 2,882 feet, based on 131 vehicles in 2025. The storage length needed in 2030 is approximately 4,422 feet, based on 201 vehicles. The following table contains the calculated and provided length of queuing space as designed on the site plan for 2025 and 2030 with the full build-out conditions and enrollment.

Table 3 Calculated and Provided Queue Storage

Year	No. of Students	No. of Person Vehicles expected in Queue	Linear Feet of Queue Storage		Parking Storage	Total Storage Provided
			Calculated	Lane Storage Provided		
2025	500	131	2,882	2,820	2,700	5,520
2030	750	201	4,422	2,820	2,700	5,520

Figure 3 shows the calculated pick-up queue of 2,882 in 2025 and 4,422 LF in 2030 can be accommodated through a combination of on-site queueing and available parking.

Figure 3 Fairview Elementary Replacement Pickup Queue



CONCLUSIONS AND RECOMMENDATIONS

The queueing study for the Fairview Elementary Replacement is provided to determine the expected storage requirements for afternoon pickup based on the peak vehicle queue typically occurring during dismissal. This study is based on expected characteristics of the proposed school and characteristics of nearby schools.

The queuing analysis shows that to all queued vehicles will be maintained within the school property during the peak periods and not impede the flow of traffic on adjacent streets. The parent loops are designed to minimize or eliminate any crossing of traffic flows within the queuing area.

Based on best planning practices, the following strategies to minimize peak queuing conditions on school campuses can be considered:

- Create safe routes for pedestrians and bicyclists to encourage use of these modes instead of trips by vehicle. School administration can also actively promote walking or biking to school among students.
- Utilize the 135 standard parking spaces expected to be available for parents that arrive early. To ensure parents use these spaces instead of the joining the queue, it is suggested that they receive direction to use these parking spaces.
- Enforce “No Parking” along the circulation path during drop-off and pick-up operations.
- Student pick-up area is inside the school campus and not along the street.
- No unattended vehicles should be in the queue line. Parking spaces are provided if parents need to leave their vehicles.
- Staff and/or volunteers should assist in loading students.
- It is recommended that a school representative stands near the entrance to the parent pick-up driveway and if in case the drives are full, directs traffic to use the available parking spaces for queueing purposes.

Martin Javor 1826 N. Ricketts St. Sherman, TX 75092

Questions to be presented to Sherman Planning and Zoning Commission. Also, to be published as part of the online agenda for the public hearing to be held on January 9th, 2024

1) Traffic and Parking:

How will the new school impact traffic in the area?

Will traffic lights, speed bumps, and traffic barriers be installed?

Are there plans for additional parking facilities?

What measures will be taken to ensure the safety of students, pedestrians, and cyclists?

2) School Capacity

Will the size of the new school be larger than the original?

If so, how much larger?

Can you provide a comparison between the original school size with the new school size (dimensions & capacity/# of students)?

3) Noise and Disturbance:

What steps will be taken to minimize disruptions caused by increased noise levels or traffic congestion during construction?

4 Environmental Impact:

Has an environmental impact assessment been conducted, and what were the findings?

How will the construction impact air quality for the residents that live in the area?

5) Safety Measures:

What security measures will be in place to ensure the safety of students and the neighborhood?

How will emergency situations, such as fire or evacuation, be handled?

6) Community Involvement:

Will the community have input on the design or features of the school?

Is there a community liaison or contact person for ongoing communication?

7) Property Values:

Have studies been conducted on how the new school might impact property values in the area?

What assurances are there regarding the maintenance and appearance of the school property?

8) Zoning and Regulations:

How does the construction align with existing zoning regulations?

Are there any variances or exceptions being sought, and if so, why?

9) Timeline and Schedule:

What is the expected timeline for construction?

How long will it take before the school is operational?

10) Infrastructure and Utilities:

Will the current infrastructure (water, sewer, electricity) be sufficient for the new school?

How will any potential strain on utilities be addressed?

Will there be any changes to the surrounding streets?

11) Community Benefits:

What benefits will the new school bring to the community?

Are there any plans for community spaces or amenities associated with the school?

12) Future Expansion:

Are there plans for future expansion of the school?

13) Complaints

Have any formal complaints been made regarding the building of the new school.

If so, what complaints have been made?

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

JAVOR MARTIN ETUX LINDA
1826 N RICKETTS ST
SHERMAN, TX 75092

December 21, 2023

The Planning and Zoning Commission and Board of Adjustment of the City of Sherman will hold a public hearing on the day of Tuesday, January 9, 2024, at 5:00 P.M. in the City Council Chambers, at 220 W. Mulberry, to hear the request of:

Sherman Independent School District (Owner), Philip Varughese (Representative), VLK Architects (Architect) and Teague Nall & Perkins (Surveyor) concerning the property located at 501 West Taylor Street, consisting of 11.333 acres being in the J. B. McAnair Survey, Abstract Number 763, and currently zoned R-6 (Single Family Residential) District

The request is as follows:

Planning and Zoning Commission
Public Hearing, Site Plan and Specific Use Permit approval under Section 14.06.009 allow Schools; elementary, high, college and universities, public, private, or denominational in a R-6 (Single Family Residential) District.

As a property owner within two hundred feet (200') of this property, you are invited to attend. You are not required to be present, but all interested parties wishing to speak should appear at the time and place stated above. If you cannot attend the public hearing but wish to have your comments presented to the Planning and Zoning Commission or Board of Adjustment, you may do so by emailing planning@cityofsherman.com or comment in the space provided below and mail to: Development Services, P.O. Box 1106, Sherman, TX 75091. If you wish to have your views published in the online agenda, they must be received in the Development Services office by 5:00 p.m. on Wednesday, the week prior to the Planning and Zoning Commission meeting, otherwise, your comments will be provided to each Commission member at the meeting.

Rob Rae
Acting Secretary, Planning & Zoning Commission

_____

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Unless this notice is delivered in an envelope that has the "City of Sherman" logo and is affixed with postage as required by the U.S. Postal Service, it is NOT an official notice sent to you by the City of Sherman.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

January 2, 2024

Sent via Email

Brannon Kidd
2701 Loy Lake Road
Sherman, TX 75090

Philip Varughese
5237 N Riverside Dr., Ste. 100
Fort Worth, TX 76137

Dear Applicants,

The request of a Public Hearing, Site Plan and Specific Use Permit approval under Section 14.06.009 allow Schools; elementary, high, college and universities, public, private, or denominational in a R-6 (Single Family Residential) District. located at 501 West Taylor Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, January 9, 2024, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request, and the following items need to be noted/addressed:

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 (dillons@cityofsherman.com). *(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. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
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 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.
8. 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))*
9. 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.
10. 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.
11. A queuing study shall be provided to ensure drive aisles can support pick up and drop off of students

for build out conditions.

Engineering:

12. Platting of the property is required. *Code of Ordinances Chapter10.02.002(a)(1); Texas Local Government Code Title 1, Sec. 212.004*
13. Woods Street is a Collector per the City of Sherman Master Throughfare Plan. 30' right of way dedication will be required along Woods Street upon platting. *Code of Ordinances Chapter 10.03.003(b)(K)*
14. Taylor Street is a Minor Thoroughfare per the City of Sherman Master Thoroughfare Plan. 40' right of way dedication will be required along Taylor Street upon platting. *Code of Ordinances Chapter 10.03.003(b)(K)*
15. Ricketts Street is a Collector per the City of Sherman Master Throughfare Plan. 5' right of way dedication will be required along Woods Street upon platting. *Code of Ordinances Chapter 10.03.003(b)(K)*
16. New drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003.(f)*
17. Sidewalks required along all street frontage. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003.(f)*
18. Sidewalks along streets shall be in right of way or a sidewalk easement. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003.(f)*
19. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10.03.003(i)*
20. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be found in the Development Guide on the City of Sherman website. *Code of Ordinances Chapter 10.03.006(b)*
21. No vehicles may be permitted to park or stand on any adjacent public street unless a parking lane is provided for such purpose.
22. A traffic study shall be provided to determine if driveways require a deceleration lane.

Fire Services

Building is equipped throughout with an approved automatic sprinkler system.

23. [ ] 503.1.1 - The fire apparatus access road shall comply with the requirements of this section and shall extend to within 200' of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
24. [ ] 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 600' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
25. [ ] 507.5.1.1 - Buildings equipped with a FDC installed in accordance shall have a fire hydrant within 100' of the fire department connections. (Located on a Fire Lane)

Building is over 3 stories or 30' in height or 62,000 square feet in gross area.

26. [ ] D105.2 - Aerial fire apparatus access roads shall have a minimum unobstructed width of 26', exclusive of shoulders, in the immediate vicinity of the building or portion thereof. and an unobstructed vertical clearance of not less than 14'. (City Ordinances Amendments 3.01.002)
27. [ ] D105.3 - One or more of the required access routes meeting this condition shall be located not less than 15' and not greater than 30' from the building and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official.
28. [ ] 503.2.4 - The minimum turning radius shall be at least 25' unless the fire lane exceeds minimum requirement of 26'. (City Ordinances Amendments 3.01.002)

29. [ ] 503.2.5 - Dead-end fire apparatus access roads in excess of 150' in length shall be provided with a 100' diameter cul-de-sac or 120' hammerhead at 26' wide fire lane. (City Ordinances Amendments 3.01.002)

It is the policy of Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Development Services at 903-892-7229 prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Dillon Stewart, Fire Chief
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 2/19/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6700

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 2.61 Acres Being A Part Of The J.B Mcanair Survey, Abstract No. 763 And The Smith Mcglothlin Survey, Abstract No. 808, City Of Sherman, Grayson County, Texas, Located At 1800 Teague Street, Heretofore Zoned M-1 (Light Manufacturing) District; Rezoning And Placing The Tract In The C-1 (Retail Business) District Zoning Classification, One Grand Centre, Llc (Owner), Amanda North (Representative) 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 2.61 acres of land locatedat 1800 Teague Street from an M-1 (Light Manufacturing) District to C-1 (Retail Business) District.

Background:

The property is located at 1800 Teague Street at the intersection of Texoma Drive and Grand Avenue. The owner is requesting a Zone Change from an M-1 (Light Manufacturing) District to C-1 (Retail Business) District.

Origination:

One Grand Centre, LLC (Owner)
Amanda North (Representative)
Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the January 9, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to the City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6700
2. Exhibit A - Property Survey

3. Location Map
4. Zoning Map
5. Future Land Use Map
6. Zoning Sign Photo
7. Project Narrative
8. Elevations

ORDINANCE NO. 6700

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 2.61 ACRES BEING A PART OF THE J.B MCANAIR SURVEY, ABSTRACT NO. 763 AND THE SMITH MCGLOTHLIN SURVEY, ABSTRACT NO. 808, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1800 TEAGUE STREET, HERETOFORE ZONED M-1 (LIGHT MANUFACTURING) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-1 (RETAIL BUSINESS) DISTRICT ZONING CLASSIFICATION, ONE GRAND CENTRE, LLC (OWNER), AMANDA NORTH (REPRESENTATIVE) 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 at 1800 Teague Street, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the C-1 (Retail Business) 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 19th day of February 2024.

ADOPTED on this the 19th day of February 2024.

EFFECTIVE DATE on this the 19th day of February 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

LEGAL DESCRIPTION

Situated in the City of Sherman, Grayson County, Texas, being a part of the J. B. McAnair Survey, Abstract No. 763, and the Smith McGlothlin Survey, Abstract No. 808, and being the same tract of land described as 2.61 acres conveyed by Federal Deposit Insurance Corporation to PlainsCapital Bank by Deed dated May 22, 2015, recorded in Volume 5629, Page 898, Official Public Records, Grayson County, Texas, said 2.61 acre tract including a portion of Block 2 of Teague Industrial Park Unit No. 2 as shown by plat of record in Volume 3, Page 14, Plat Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod found maintaining the most Easterly Southeast corner of the said 2.61 acre tract at the intersection of the North line of Grand Avenue with the West line of Texoma Drive;

Thence North 84°36'16" West with said North line of Grand Avenue a distance of 165.65 feet to a chiseled "X" in concrete found at a jog in said North line of Grand Avenue;

Thence South 05°22'30" West a distance of 10.00 feet to a chiseled "X" found at another jog in said North line of Grand Avenue;

Thence North 84°36'30" West continuing with said North line of Grand Avenue a distance of 160.77 feet to a 1/2" steel rod found maintaining the Southwest corner of the said 2.61 acre tract at the intersection of said North line of Grand Avenue with the East line of Teague Drive;

Thence North 05°22'30" East with said East line of Teague Drive a distance of 236.20 feet to a 1/2" steel rod found at the beginning of a curve to the right having a radius of 85.17 feet;

Thence in a Northeasterly direction continuing with said East line of Teague Drive along said curve, (chord bears North 40°10'44" East, 97.22 feet), an arc distance of 103.47 feet to a 1/2" steel rod found marking the end of said curve;

Thence North 74°58'50" East now with the South line of said Teague Drive a distance of 258.05 feet to a 1/2" steel rod found maintaining the Northeast corner of the said 2.61 acre tract at the intersection of said South line of Teague Drive with the said West line of Texoma Drive;

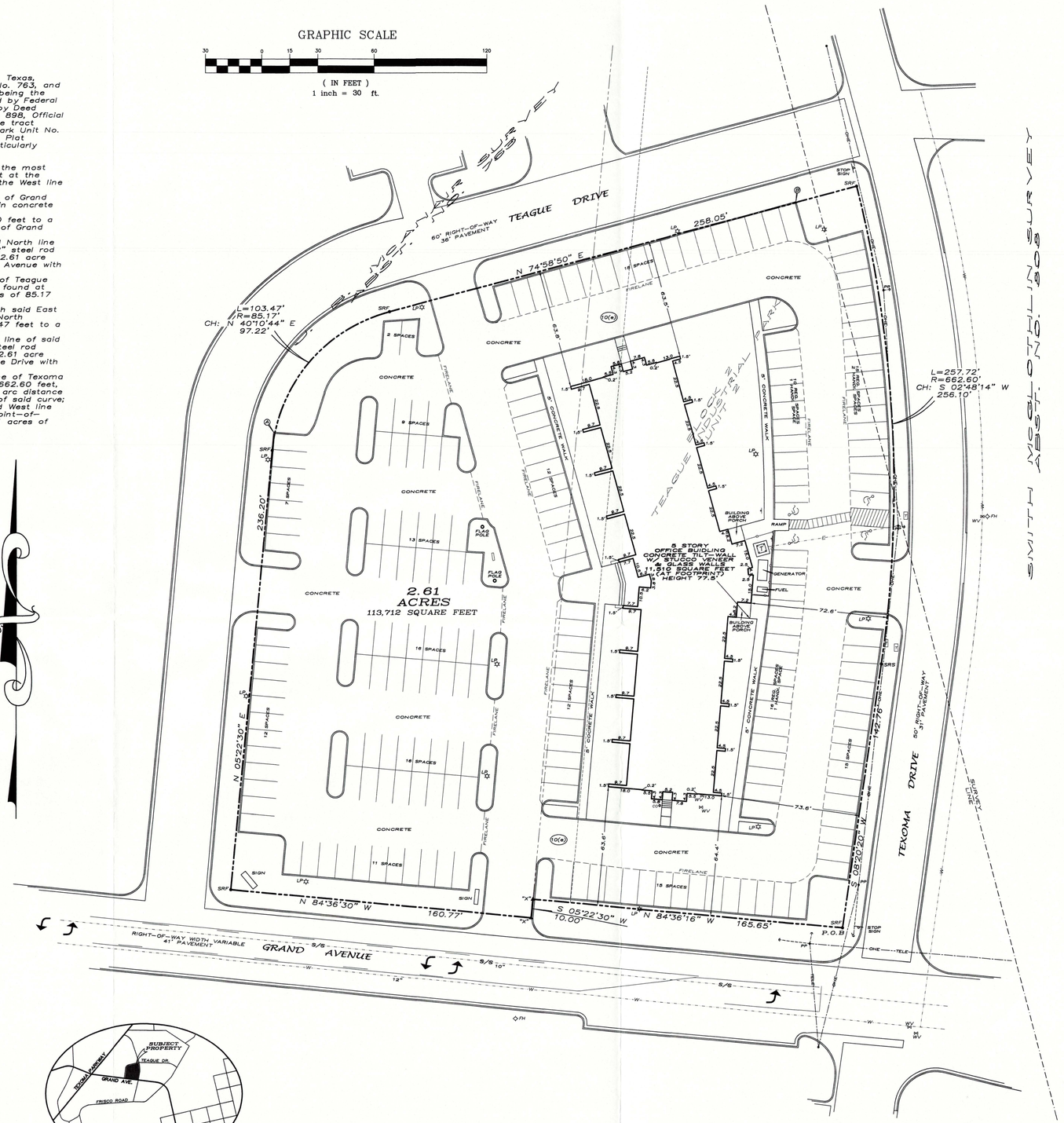
Thence in a Southerly direction with said West line of Texoma Drive along a curve to the right having a radius of 662.60 feet, (chord bears South 02°48'14" East, 256.10 feet), an arc distance of 257.72 feet to a 1/2" steel rod set at the end of said curve;

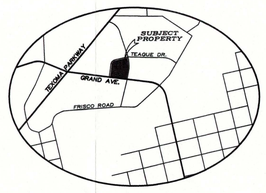
Thence South 08°20'20" West continuing with said West line of Texoma Drive a distance of 142.76 feet to the Point-of-Beginning and containing 113,712 square feet or 2.61 acres of land more or less.....

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.





VICINITY MAP
(NO SCALE)

LEGEND

● SRF	1/2" STEEL ROD FOUND
● SRS	1/2" STEEL ROD SET
● SNS	SPIKE NAIL SET
▲ "X"	"X" CUT IN CONCRETE
● BCM	BRASS-CAPPED MONUMENT FOUND
■TP	TELEPHONE PEDESTAL
◆OFM	OPTIC FIBER MARKER
◆BCM	BURIED CABLE MARKER
◆ WM	WATER METER
⋈WV	WATER VALVE
◇FH	FIRE HYDRANT
● PP	POWER POLE
○ MH	SANITARY SEWER MANHOLE
◎ CO	SEWER CLEANOUT
□ DI	STORM DRAIN INLET
⬡GM	GAS METER
☼LP	LIGHT POLE
	TELEPHONE VAULT
	SIGN
	HANDICAP PARKING
G	GAS LINE
OHE	OVERHEAD ELECTRIC
E	UNDERGROUND ELECTRIC
	GUY ANCHOR
TELE	AERIAL TELEPHONE
S/S	SANITARY SEWER
W	WATER LINE
	CHAIN LINK FENCE
	STOCKADE FENCE
P.O.B.	POINT-OF-BEGINNING
C/G	CURB & GUTTER
D.R.G.C.T.	DEED RECORDS GRAYSON COUNTY, TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS GRAYSON COUNTY, TEXAS
P.R.G.C.T.	PLAT RECORDS GRAYSON COUNTY, TEXAS
{POA}	POINT OF ACCESS

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

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All rights reserved.
FIRM #10006300

ZONING NOTES

THE SUBJECT PROPERTY IS ZONED M-1 LIGHT MANUFACTURING.

BUILDING SETBACK REQUIREMENT...
FRONT ~ 15'
SIDE ~ 10'
REAR ~ 10'

HEIGHT RESTRICTION ~ 100'

PARKING REQUIREMENT...
ONE SPACE PER 1000 SQUARE FEET OF GENERAL FLOOR SPACE.
ONE SPACE PER 400 SQUARE FEET OF OFFICE FLOOR SPACE.

CURRENTLY 199 REGULAR SPACES, 4 HANDICAP SPACES

MAXIMUM ALLOWABLE BUILDING AREA...

75% GROSS AREA OF LAND.

CITY OF SHERMAN BUILDING & ZONING
220 W. MULBERRY STREET
SHERMAN, TEXAS 75090
PHONE: 903-892-7229
FAX: 903-892-7274

FLOOD ZONE NOTES

THE SUBJECT PROPERTY LIES WITHIN THE LIMITS OF ZONE "X", DETERMINED NOT TO BE WITHIN A FLOOD HAZARD AREA ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR GRAYSON COUNTY, TEXAS, AND INCORPORATED AREAS, MAP NO. 48181C0290F, REVISED DATE SEPTEMBER 29, 2010.

SCHEDULE "B" TITLE EXCEPTION NOTES

Title Commitment issued by First American Title Insurance Company date July 16, 2018, GF. No. 1002-249841-RTT

Item 10(e)
20 Foot Wide Easement along original West line of Block 2 of Teague Industrial Park Unit No. 2 recorded in Volume 3, Page 14, Plat Records, Grayson County, Texas, was originally located as shown. Said easement appears to be abandoned, but no documentation found to support such abandonment. Current status is unascertained.

GENERAL NOTES

1. Bearings are based on GPS observation, Texas State Plane Coordinate system, NAD83, North Central Zone.
2. Water & Sewer locations obtained from observed evidence and information from utility maps obtained from the City of Sherman, Texas; some locations are approximate.
3. There is no observed evidence of current earth moving work, building construction or building additions.
4. There is no observed evidence of changes in street right of way lines or recent street or sidewalk construction or repairs.
5. There is no observed evidence of site being used as a solid waste dump, sump, or sanitary landfill.
6. Grand Avenue, Texoma Drive, & Teague Drive are public streets maintained by the City of Sherman, asphalt pavement with concrete curb & gutter.

ENCROACHMENT NOTES

Ⓐ CURB PROTRUDES OVER PROPERTY LINE 0.8'
Ⓑ CURB PROTRUDES OVER PROPERTY LINE 0.6'

CERTIFICATION

Ref: GF #: 1002-249841-RTT

EVERGREEN EQUITY CORPORATION, a Texas corporation;
REPUBLIC TITLE OF TEXAS, INC.
FIRST AMERICAN TITLE INSURANCE COMPANY
VIKING CONSULTING SERVICE I, Ltd.
and
PLAINSCAPITAL BANK

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, (except in states that require record monument platting), 2, 3, 4, 6, 7(a), 7(b)(1), 7(c), 8, 9, 11 (location of utilities per visible, above-ground, on-site observation), and 16 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that the Positional Uncertainties resulting from the survey measurements made on the survey do not exceed the allowable Positional Tolerance.

Date of Plat: 08-18-2018

DATE OF FIELD WORK
08-17-2018

James R. Maret
Registered Professional
Land Surveyor 5433

STATE OF TEXAS
REGISTERED
JAMES R. MARET
5433
PROFESSIONAL
LAND SURVEYOR

ALTA/NSPS LAND TITLE SURVEY

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD
DENISON, TEXAS 75021
PHONE (903)465-2151
FAX (903)465-2152

Project Location: SHERMAN, TEXAS	Prepared For: EMERSONS COMMERCIAL REAL ESTATE
Project Address: 1800 TEAGUE DRIVE	
Project Name: ONE GRAND CENTRE	Job Number: 18080661

Sheet 1 of 1

Date	8-18-18	Revisions	Date
Dwn. By	JRM		
Aprvd. By	DWU		
Dwg. No.	18080661		
Scale	1" = 30'		

dlagrone H:\PLANNING\Public Notification KT.aprx

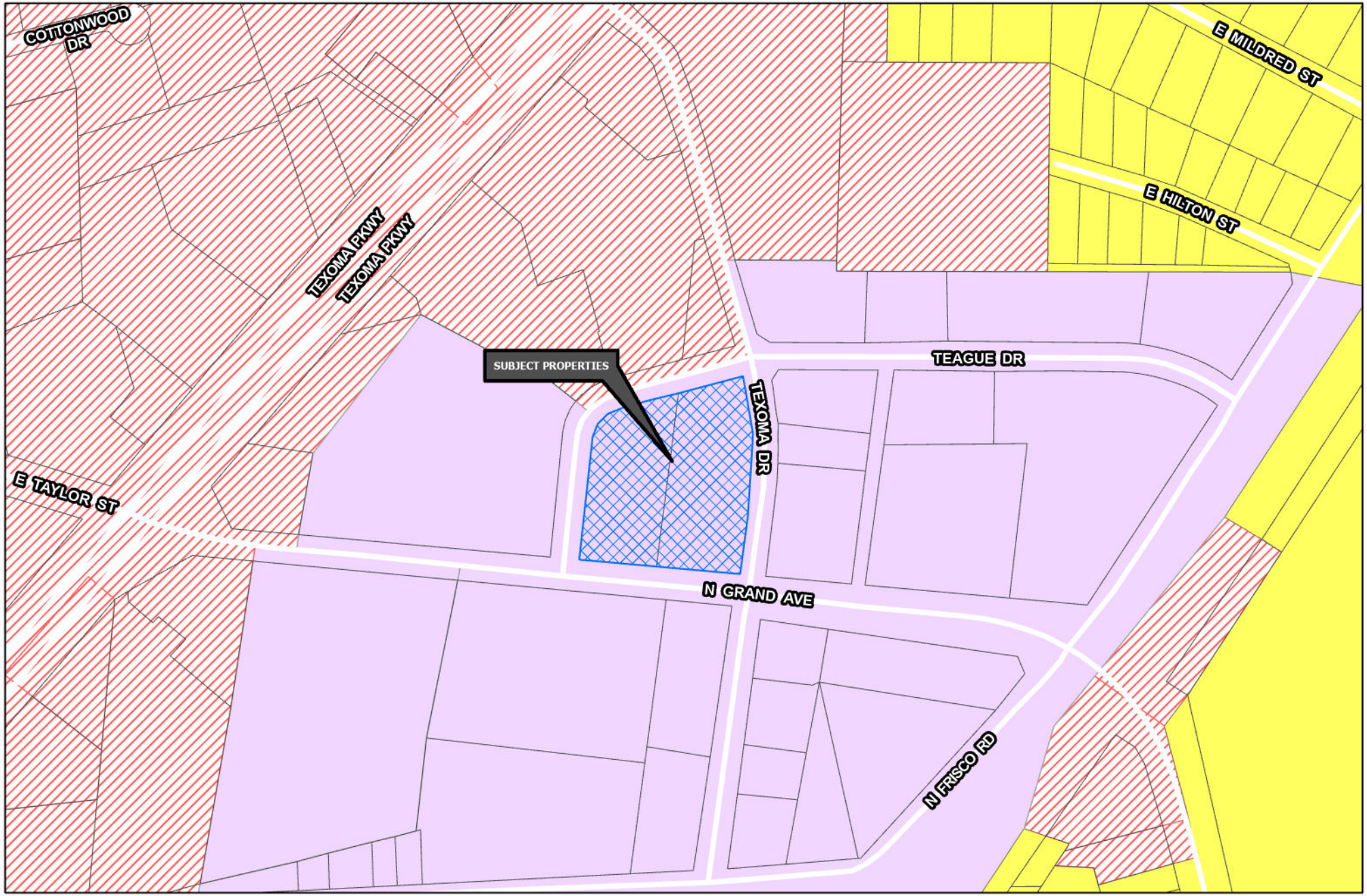
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
1800 TEAGUE DR

N
W E
S

Date: 12/15/2023 12:06 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

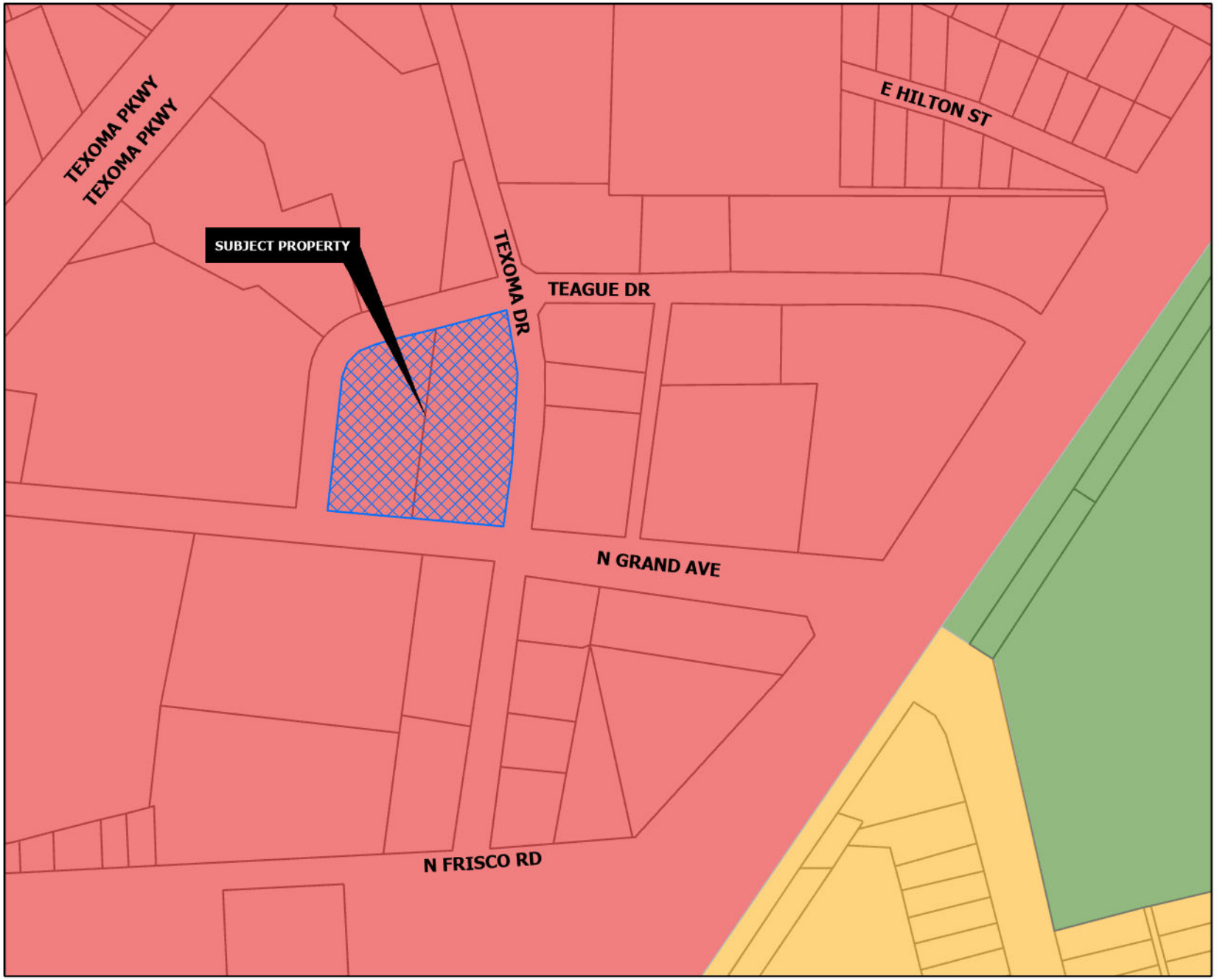
Road Names All

Planning & Zoning

CITY OF SHERMAN
ZONING MAP
1800 TEAGUE DR

N
W E
S

Date: 12/15/2022 12:02 PM



REGIONAL COMMERCIAL

Intent & Character

The Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Appropriate Land Use Types

- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

Compatible Zoning Districts

- Retail Business
- General Commercial
- Office
- Multi-Family Residential (MF-15 and MF-30)
- Planned Development (for larger tracts)

Considerations

- Site design considerations should be given to parking, landscaping, and building articulation.
- Where possible, parking should be screened from view or well-landscaped with native, drought-tolerant plants.
- All buildings facades fronting a public street or within significant public view should have aesthetically-pleasing horizontal and vertical articulation.
- Signage should be multi-tenant, where possible, and should match the character of the primary structure.
- High density residential should be included in mixed use developments.
- High density residential is appropriate behind commercial areas, with inter-connectivity.
- If high density is stand alone, the surrounding uses and connectivity should be considered to avoid an "island."

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 LAND USE MAP
1800 TEAGUE DR

N
W E
S

Date: 12/15/2023 2:38 PM

12/27/2023

Sherman
NOTICE OF PROPOSED ZONING CHANGE
PROJECT #: 23-006775
FOR INFORMATION CONTACT:
DEVELOPMENT SERVICES
903-892-7229
ONE GRAND CENTRE

One Grand Centre, LLC
1800 Teague Drive, Suite 103
Sherman, Texas 75090

Narrative

One Grand Centre ("OGC") is a Class B professional office building located at 1800 Teague Drive in Sherman. OGC has always been a professional office building since its construction in 1982. Currently, it is zoned as M-1 (light manufacturing). In order to be compliant with the updated Sherman Zoning Ordinance, we request that zoning for the property and the building be changed to C-1 (retail business district).

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.7.

Meeting Date: 2/19/2024

Prepared By: Amber Doan, Engineering Coordinator

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6701

Closing and Abandoning the Platted Right of Way known as Sparrow Lane between Crockett Street and Walnut Street in the City of Sherman, Grayson County, Texas, as being shown in Volume 19, Page 55, and Volume 25, Page 559, Deed Records, Grayson County, Texas, and Being More Particularly Described as Tract "1" and Tract "2" in the Exhibit "A" Attached Hereto and Made a Part Hereof for all Purposes, Said Property Shall be Reserved as an Utility Easement for Public and Franchise Utilities the Right of Ingress and Egress to Same for Purposes of Operation, Maintenance, or Removal of such Utilities or until such Utilities shall be Abandoned or Relocated

Issue:

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

Background:

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

Origination:

St. Mary's Catholic Church, surrounding property owner

Financial Consideration:

None

Staff Recommendation:

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

Alternatives:

As may be directed by City Council

Attachments:

1. Ordinance No. 6701
2. Exhibit "A" as noted
3. Aerial Location Map

ORDINANCE NO. 6701

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING THE PLATTED RIGHT OF WAY KNOWN AS SPARROW LANE BETWEEN CROCKETT STREET AND WALNUT STREET, IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS BEING SHOWN IN VOLUME 19, PAGE 55 AND VOLUME 25, PAGE 559, DEED RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS TRACT "1" AND TRACT "2" IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, SAID PROPERTY SHALL BE RESERVED AS AN UTILITY EASEMENT FOR PUBLIC AND FRANCHISE UTILITIES FOR THE RIGHT OF INGRESS AND EGRESS TO SAME FOR PURPOSES OF OPERATION, MAINTENANCE, OR REMOVAL OF SUCH UTILITIES OR UNTIL SUCH UTILITIES SHALL BE ABANDONED OR RELOCATED; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the platted right of way known as Sparrow Lane between Crockett Street and Walnut Street, in the City of Sherman, Grayson County, Texas, as being shown in Volume 19, Page 55, and Volume 25, Page 559, Deed Records, Grayson County, Texas, and being more particularly described as Tract "1" and Tract "2" in the Exhibit "A" attached hereto and made a part hereof for all purposes, shall be closed and abandoned, save and except the property shall be reserved as an utility easement for public and franchise utilities for the right of ingress and egress to same for purposes of operation, maintenance, or removal of such utilities or until such utilities shall be abandoned or relocated:

SECTION 2. That it is the intent of the City Council that the right and interest in such right of way herein closed and vacated shall vest to the abutting property owner by appropriate conveyance of said right-of-way herein described.

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

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

INTRODUCED on this the 19th day of February 2024.

ADOPTED on this the 19th day of February 2024.

EFFECTIVE DATE on this the 19th day of 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

UNDERWOOD
DRAFTING & SURVEYING, INC.

Legal Description
Job No. 23101124

TRACT 1

Situated in the County of Grayson, State of Texas, being a part of Samuel Blagg Survey, Abstract No. 56, and being a part of West Sparrow Lane, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod found for the southwest corner of a tract of land described as Tract 5 in the deed to SMCP-RC, recorded in Document No. 2019-16953, Real Property Records, Grayson County, Tract, and at the intersection of the easterly right-of-way line of South Crockett Street and the northerly right-of-way line of said West Sparrow Lane;

Thence North 74°41'33" East, with the northerly line of said West Sparrow Lane, and with the southerly line of said Tract 5, and with the southerly line of a tract of land described as Tract 6 in said deed to SMCP-RC Tract, and with the southerly line of a tract of land described as Tract 4 in said deed to SMCP-RC Tract, a distance of 440.00 feet to a 1/2" steel rod set for the northeast corner of the herein described tract of land, common to the southeast corner of said Tract 4, and at the intersection of the northerly right-of-way line of said West Sparrow Lane and the westerly right-of-way line of South Travis Street;

Thence South 15°22'55" East, crossing said West Sparrow Lane, a distance of 16.00 feet to a P/K nail set for the southeast corner of the herein described tract of land, common to the northeast corner of a tract of land described as Tract 15 in said deed to SMCP-RC Tract, and at the intersection of the westerly right-of-way line of South Travis Street and with the southerly right-of-way line of said West Sparrow Lane;

Thence South 74°41'33" West, with the southerly right-of-way line of said West Sparrow Lane, and with the northerly line of said Tract 15, a distance of 440.00 feet to a P/K nail set for the southwest corner of the herein described tract of land, common to the northwest corner of said Tract 15, and at the intersection of the southerly right-of-way line of said West Sparrow Lane and with the easterly right-of-way line of aforesaid South Crockett Street;

Thence North 15°23'00" West, crossing said West Sparrow Lane, a distance of 16.00 feet to the Point of Beginning and containing 0.162 acres of land, more or less.

TRACT 2

Situated in the County of Grayson, State of Texas, being a part of Samuel Blagg Survey, Abstract No. 56, and being a part of West Sparrow Lane, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod found for the southeast corner of a tract of land described as Tract 3 in the deed to SMCP-RC, recorded in Document No. 2019-16953, Real Property Records, Grayson County, Tract, and at the intersection of the northerly right-of-way line of said West Sparrow Lane and with the westerly right-of-way line of South Walnut Street;

Thence South 15°26'37" East, crossing said West Sparrow Lane, a distance of 20.00 feet to a 1/2" steel rod set for the southeast corner of the herein described tract of land, common to the northeast corner of Tract 10 in said deed to SMCP-RD, and at the intersection of the westerly right-of-way line of said South Walnut Street and with the southerly right-of-way line of said West Sparrow Lane;

Thence South 74°41'33" West, with the southerly right-of-way line of said West Sparrow Lane, and with the northerly line of said Tract 10, a distance of 300.05 feet to a 1/2" steel rod set for the southwest corner of the herein described tract of land, common to the northwest corner of said Tract 10, and at the intersection of the southerly right-of-way line of said West Sparrow Lane and with the easterly right-of-way line of South Travis Street;

Thence North 15°18'27" West, crossing said West Sparrow Lane, a distance of 20.00 feet to a 1/2" steel rod set for the northwest corner of the herein described tract of land, common to the southwest corner of aforesaid Tract 3, and at the intersection of the easterly right-of-way line of said South Travis Street and the northerly right-of-way line of said West Sparrow Lane;

Thence North 74°41'33" East, with the northerly right-of-way line of said West Sparrow Lane, and with the southerly line of said Tract 3, a distance of 300.00 feet to the Point of Beginning and containing 0.138 acres of land, more or less.

3404 INTERURBAN ROAD • DENISON, TEXAS 75021 • 903-465-2151 • FAX 903-465-2152

JOB NO. 23101124
FW: ASU -- DFT: BH
SCALE
1" = 100'
SEE LEGAL
ATTACHED
SAMUEL BLEDSOE SURVEY
A8 SURVEY
SOUTH CROCKETT STREET
TRAVIS STREET
SOUTH
WEST STARROW LANE
SOUTH
VALENTINE
STREET
P.O.B.
T1
L2
TRACT 1
0.162 AC.
SMCP-RC / TRACT 5
DOC. NO. 2019-16953
R.P.R.G.C.T.
SMCP-RC
TRACT 6
DOC. NO.
2019-16953
R.P.R.G.C.T.
CALLED 75' x 212' TRACT
SMCP-RC / TRACT 4
DOC. NO. 2019-16953
R.P.R.G.C.T.
440.00'
N 74°41'33" E
S 74°41'33" W
440.00'
SMCP-RC / TRACT 15
DOC. NO. 2019-16953
R.P.R.G.C.T.
LOT 1, BLOCK 1
ST. MARY'S CATHOLIC CHURCH
VOL. 15, PG. 95
P.R.G.C.T.
CALLED 300' x 323.5' TRACT
SMCP-RC / TRACT 3
DOC. NO. 2019-16953
R.P.R.G.C.T.
TRACT 2
0.138 AC.
P.O.B.
T2
300.00'
N 74°41'33" E
S 74°41'33" W
300.05'
SMCP-RC / TRACT 10
DOC. NO. 2019-16953
R.P.R.G.C.T.
L3
L4
L1
~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE
LEGEND
P.O.B. POINT OF BEGINNING
1/2" STEEL ROD SET
1/2" STEEL ROD FOUND
P/K NAIL SET
POWER POLE
SEWER MANHOLE
WATER METER
FIRE HYDRANT
GAS MARKER
TELEPHONE PEDESTAL
CABLE MARKER
BOUNDARY LINE
PROPERTY LINE
OHE OVERHEAD ELEC.
LINE TABLE
LINE BEARING DISTANCE
L1 S 15°22'55" E 16.00'
L2 N 15°23'00" W 16.00'
L3 S 15°26'37" E 20.00'
L4 N 15°18'27" W 20.00'
I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.
STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
LAND
PROFESSIONAL
SURVEYOR
Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 10/26/23
UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151
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UNDERWOOD
DRAFTING & SURVEYING, INC.

Legal Description
Job No. 23101124

TRACT 1

Situated in the County of Grayson, State of Texas, being a part of Samuel Blagg Survey, Abstract No. 56, and being a part of West Sparrow Lane, and being described by metes and bounds as follows:

Beginning at a 1/2” steel rod found for the southwest corner of a tract of land described as Tract 5 in the deed to SMCP-RC, recorded in Document No. 2019-16953, Real Property Records, Grayson County, Tract, and at the intersection of the easterly right-of-way line of South Crockett Street and the northerly right-of-way line of said West Sparrow Lane;

Thence North 74°41'33" East, with the northerly line of said West Sparrow Lane, and with the southerly line of said Tract 5, and with the southerly line of a tract of land described as Tract 6 in said deed to SMCP-RC Tract, and with the southerly line of a tract of land described as Tract 4 in said deed to SMCP-RC Tract, a distance of 440.00 feet to a 1/2” steel rod set for the northeast corner of the herein described tract of land, common to the southeast corner of said Tract 4, and at the intersection of the northerly right-of-way line of said West Sparrow Lane and the westerly right-of-way line of South Travis Street;

Thence South 15°22'55" East, crossing said West Sparrow Lane, a distance of 16.00 feet to a P/K nail set for the southeast corner of the herein described tract of land, common to the northeast corner of a tract of land described as Tract 15 in said deed to SMCP-RC Tract, and at the intersection of the westerly right-of-way line of South Travis Street and with the southerly right-of-way line of said West Sparrow Lane;

Thence South 74°41'33" West, with the southerly right-of-way line of said West Sparrow Lane, and with the northerly line of said Tract 15, a distance of 440.00 feet to a P/K nail set for the southwest corner of the herein described tract of land, common to the northwest corner of said Tract 15, and at the intersection of the southerly right-of-way line of said West Sparrow Lane and with the easterly right-of-way line of aforesaid South Crockett Street;

Thence North 15°23'00" West, crossing said West Sparrow Lane, a distance of 16.00 feet to the Point of Beginning and containing 0.162 acres of land, more or less.

TRACT 2

Situated in the County of Grayson, State of Texas, being a part of Samuel Blagg Survey, Abstract No. 56, and being a part of West Sparrow Lane, and being described by metes and bounds as follows:

Beginning at a 1/2” steel rod found for the southeast corner of a tract of land described as Tract 3 in the deed to SMCP-RC, recorded in Document No. 2019-16953, Real Property Records, Grayson County, Tract, and at the intersection of the northerly right-of-way line of said West Sparrow Lane and with the westerly right-of-way line of South Walnut Street;

Thence South 15°26'37" East, crossing said West Sparrow Lane, a distance of 20.00 feet to a 1/2” steel rod set for the southeast corner of the herein described tract of land, common to the northeast corner of Tract 10 in said deed to SMCP-RD, and at the intersection of the westerly right-of-way line of said South Walnut Street and with the southerly right-of-way line of said West Sparrow Lane;

Thence South 74°41'33" West, with the southerly right-of-way line of said West Sparrow Lane, and with the northerly line of said Tract 10, a distance of 300.05 feet to a 1/2” steel rod set for the southwest corner of the herein described tract of land, common to the northwest corner of said Tract 10, and at the intersection of the southerly right-of-way line of said West Sparrow Lane and with the easterly right-of-way line of South Travis Street;

Thence North 15°18'27" West, crossing said West Sparrow Lane, a distance of 20.00 feet to a 1/2” steel rod set for the northwest corner of the herein described tract of land, common to the southwest corner of aforesaid Tract 3, and at the intersection of the easterly right-of-way line of said South Travis Street and the northerly right-of-way line of said West Sparrow Lane;

Thence North 74°41'33" East, with the northerly right-of-way line of said West Sparrow Lane, and with the southerly line of said Tract 3, a distance of 300.00 feet to the Point of Beginning and containing 0.138 acres of land, more or less.

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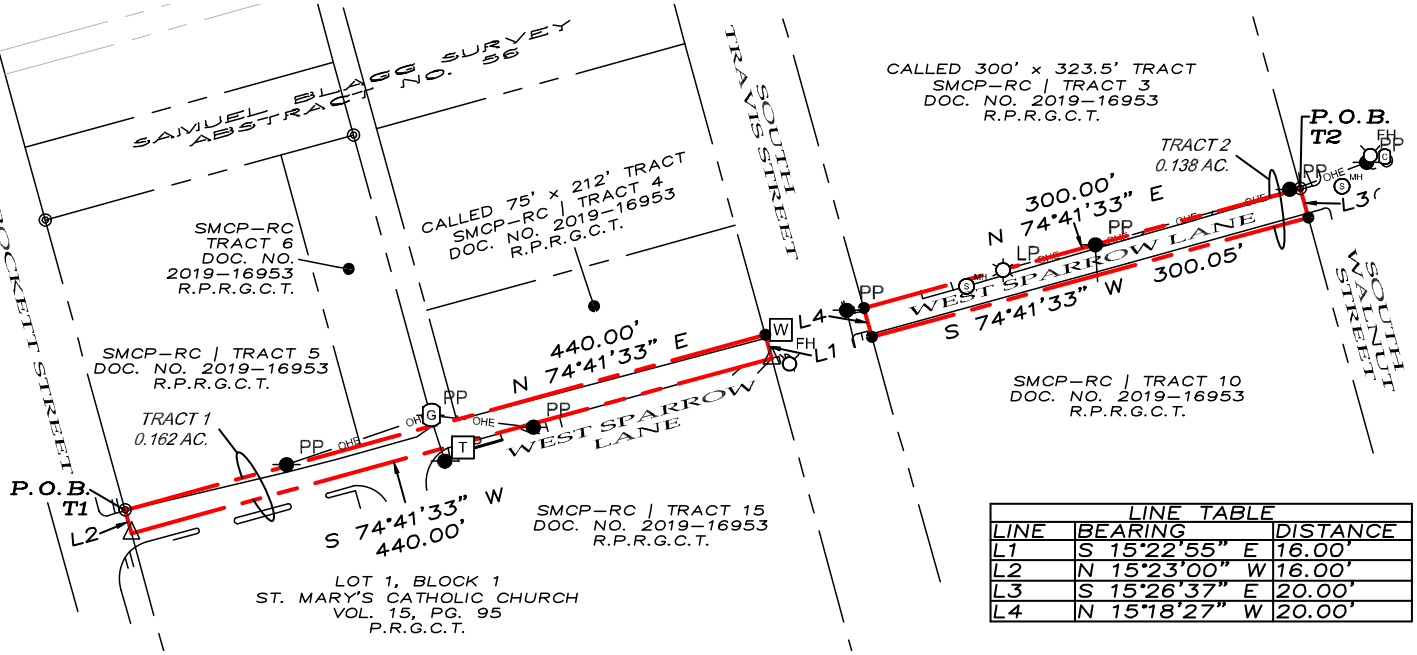
JOB NO. 23101124
FW: ASU – DFT: BH



SCALE
1" = 100'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 15°22'55" E	16.00'
L2	N 15°23'00" W	16.00'
L3	S 15°26'37" E	20.00'
L4	N 15°18'27" W	20.00'

SEE LEGAL ATTACHED

LEGEND

P.O.B.	POINT OF BEGINNING
●	1/2" STEEL ROD SET
◎	1/2" STEEL ROD FOUND
△	P/K NAIL SET
PP	POWER POLE
MH (S)	SEWER MANHOLE
W	WATER METER
FH	FIRE HYDRANT
G	GAS MARKER
T	TELEPHONE PEDESTAL
C	CABLE MARKER
	BOUNDARY LINE
	PROPERTY LINE
OHE	OVERHEAD ELEC.

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

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

STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 10/26/23

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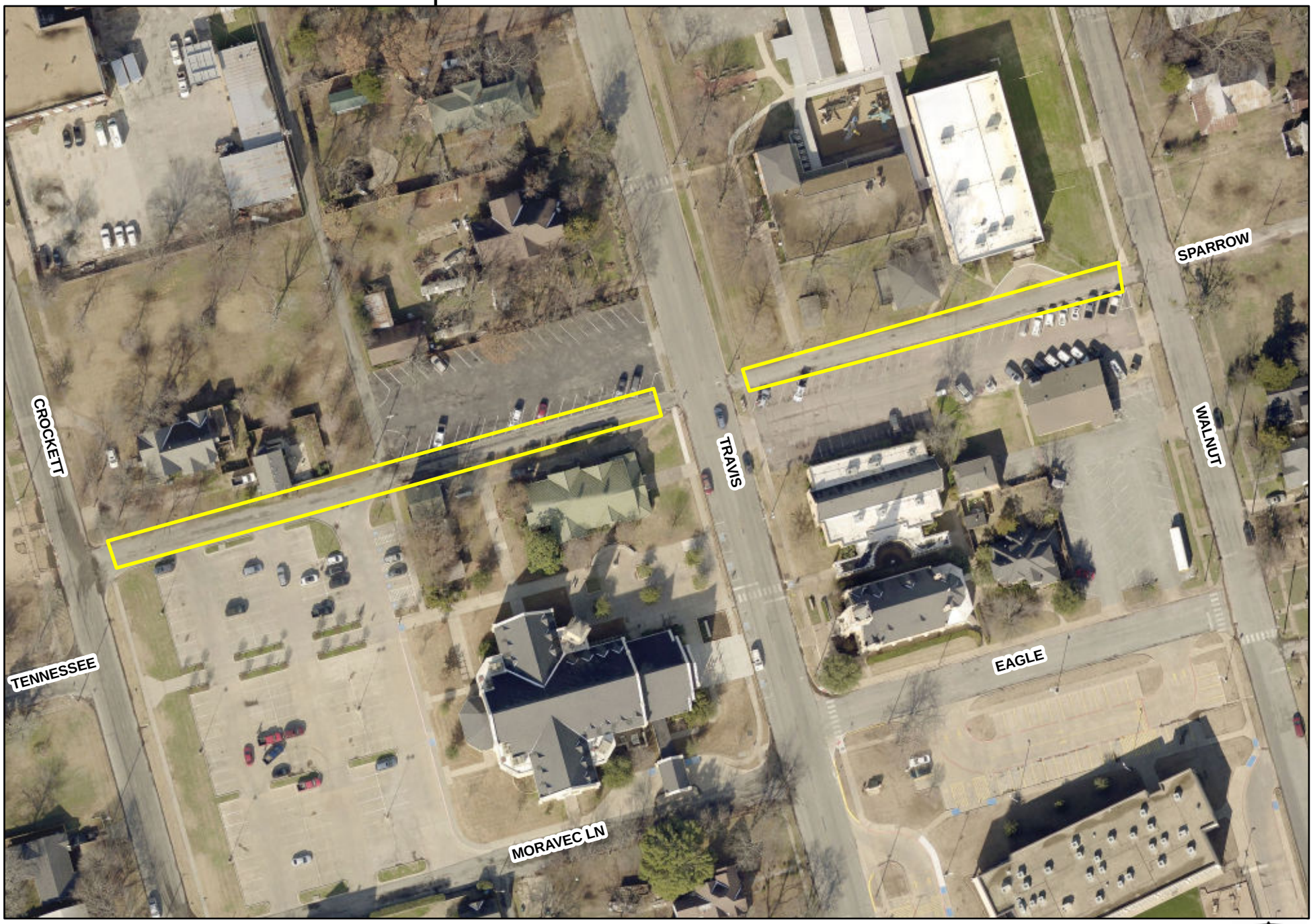
UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465–2151

Sparrow Lane ROW Abandonment



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.8.

Meeting Date: 2/19/2024

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6702

Establishing Maximum, Reasonable and Prudent Rates of Speed on Certain Portions of U.S. Highway 75 and the Adjacent Frontage Roads in the Corporate Limits of Sherman, Grayson County, Texas; Fixing Penalties for Violation Thereof; Declaring an Emergency; Providing for Severability; Providing for a Repealer

Issue:

The Texas Department of Transportation (TxDOT) is requesting speed limit changes on U.S. Highway 75 (US Hwy 75) and the adjacent Northbound and Southbound Frontage Roads in Sherman's city limits, for the duration of their construction activities on TxDOT Project No. F 2B23(048).

Background:

This project is the continued reconstruction of U.S. Hwy 75. The construction started February 12, 2024, and will include the reconstruction and widening of the main lanes and reconstruction of the frontage roads. With ongoing construction and traffic reroutes, TxDOT has deemed it necessary to reduce the speed limit within the construction limits until completion of the project. The speed limit will be reduced from 75 MPH to 65 MPH on the main lanes and the frontage road speed limits will be reduced to 45 MPH from the northern end of the US 82 underpass to the northern City limits at FM 691.

Origination:

Texas Department of Transportation

Financial Consideration:

None

Staff Recommendation:

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

Alternatives:

As may be directed by the City Council

Attachments:

1. Ordinance No. 6702
2. Location Map

ORDINANCE NO. 6702

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ESTABLISHING MAXIMUM, REASONABLE AN PRUDENT RATES OF SPEED ON CERTAIN PORTIONS OF U.S HIGHWAY 75 AND THE ADJACENT FRONTAGE ROADS IN THE CORPORATE LIMITS OF SHERMAN, GRAYSON COUNTY, TEXAS, FIXING PENALTIES FOR VIOLATION THEREOF; DECLARING AN EMERGENCY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, by authority and direction of the City Council of the City of Sherman, Texas, the Traffic and Operations office of the Texas Department of Transportation to determine the maximum, reasonable and prudent speeds for vehicles traveling upon the following named streets and highways and parts thereof, to facilitate the most effective use of said streets and highways and the safe and effective movement of vehicular traffic thereon; and

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

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

On US 75 main lanes from approximately the northern end of the US 82 Underpass to the northern City limits at FM 691, a speed limit of sixty-five (65) mile per hour and on the US 75 frontage roads, both northbound and southbound lanes from approximately the northern end of the US 82 Underpass to the northern City limits at FM 691, a speed limit of forty-five (45) miles per hour and at all times to until the completion of Texas Department of Transportation Project No. F 2B23(048) as evidenced which is hereby approved by the Texas Department of Transportation.

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

SECTION 3. That the fact that present traffic regulations are inadequate to control traffic in the area covered by this ordinance creates an emergency which is here and now declared, and all rules and regulations providing for the reading of ordinance is passed as an

emergency measure and shall be in full force and effect from and after its passage and publication and after the installation of speed limit signs.

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

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

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

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

INTRODUCED on this the 19th day of February 2024.

ADOPTED on this the 19th day of February 2024.

EFFECTIVE DATE on this the 19th day of February 2024.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

ATTEST:

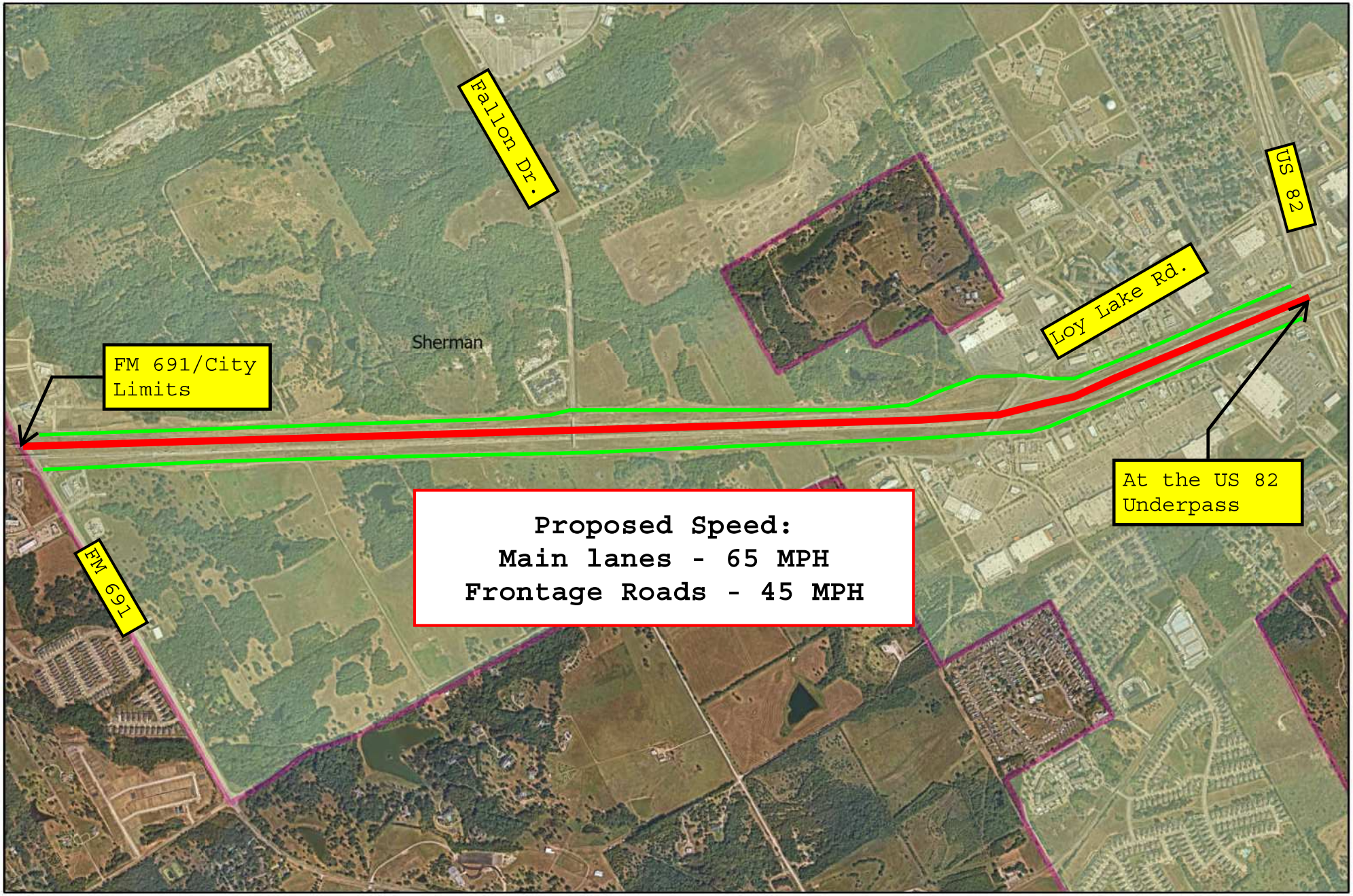
BY: _____

LINDA ASHBY, CITY CLERK

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

BY: _____

RYAN D. PITTMAN, CITY ATTORNEY



Proposed Speed Limit During Construction of US Highway 75

Sherman
CLASSIC TOWN. BROAD HORIZON.

Main Lanes - **65** MPH
Frontage Roads - **45** MPH

0 500 1,000 2,000 3,000 Feet

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 2/19/2024

Prepared By: Teri Fine, Assistant to the City Manager

Approved By:

Caption:

Consider Adoption of Ordinances

Consider Adoption of Ordinance Numbers 6695, 6696, 6697, 6698, 6699, 6700, 6701 & 6702

Issue:

F. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6695

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.496 Acres Being Lots 1, 2 And 3 Of The Northcreek Addition In The Alexander And Richards Survey, Abstract No. 42, City Of Sherman, Grayson County, Texas, Located At 5012-5020 Knollwood Road, Heretofore Zoned MF-30 (Multi Family Residential) District; Rezoning And Placing The Tract In The R-2F (Duplex Residential) District Zoning Classification, Young Enterprises, LP And Jose Menjivar (Owner) And Copley Land Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

F. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6696

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow A Mini-Warehouse (Self Storage) In A C-2 (General Commercial) District, Located At 2007-2011 Texoma Parkway And 2007 Texoma Drive, Consisting Of 5.924 Acres Being A Replat Of Lots 1 And 2, Block A Of First United Bank Addition And A Part Of Lot 5, Block 2 Of Teague Industrial Park Unit No. 2, City Of Sherman, Grayson County, Texas Ikon Group Opportunity Zone Fund, LLC (Owner), Kent Hughlett (Representative) And Helvey-Wagner Surveying (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

F. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6697

Amending Sherman’s Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 5358 And Granting A Specific Use Permit To Allow A Contractors or Construction Office, Equipment Sales, Service, Rental and Repair, with Outdoor Storage in a C-2 District/75&82 Overlay District Located At 2816 Texoma Parkway, City Of Sherman, Grayson County, Texas Risk Family Partnership (Owner), Doyle Moore (Representative) And Copley Land Surveying (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

F. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6698

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow A Schools; Elementary, High, College And Universities, Public, Private, Or Denominational In A R6 (Single Family Residential) District, Located At 521 South Dewey Avenue, Consisting Of 9.863 Acres Being In The George B. Pilant Survey, Abstract Number 963, City Of Sherman,

Grayson County, Texas Sherman Independent School District (Owner), Philip Varughese (Representative), Vlk Architects (Architect) And Teague Nall & Perkins (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

F. 5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6699

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow A School; Elementary, High, College And Universities, Public, Private, Or Denominational In A R-6 (Single Family Residential) District, Located At 501 West Taylor Street, Consisting Of 11.333 Acres Being In The J. B. McAnair Survey, Abstract Number 763, City Of Sherman, Grayson County, Texas Sherman Independent School District (Owner), Philip Varughese (Representative), Vlk Architects (Architect) And Teague Nall & Perkins (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

F. 6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6700

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 2.61 Acres Being A Part Of The J.B Mcanair Survey, Abstract No. 763 And The Smith Mcglothlin Survey, Abstract No. 808, City Of Sherman, Grayson County, Texas, Located At 1800 Teague Street, Heretofore Zoned M-1 (Light Manufacturing) District; Rezoning And Placing The Tract In The C-1 (Retail Business) District Zoning Classification, One Grand Centre, Llc (Owner), Amanda North (Representative) 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

F. 7. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6701

Closing and Abandoning the Platted Right of Way known as Sparrow Lane between Crockett Street and Walnut Street in the City of Sherman, Grayson County, Texas, as being shown in Volume 19, Page 55, and Volume 25, Page 559, Deed Records, Grayson County, Texas, and Being More Particularly Described as Tract "1" and Tract "2" in the Exhibit "A" Attached Hereto and Made a Part Hereof for all Purposes, Said Property Shall be Reserved as an Utility Easement for Public and Franchise Utilities the Right of Ingress and Egress to Same for Purposes of Operation, Maintenance, or Removal of such Utilities or until such Utilities shall be Abandoned or Relocated

F. 8. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6702

Establishing Maximum, Reasonable and Prudent Rates of Speed on Certain Portions of U.S. Highway 75 and the Adjacent Frontage Roads in the Corporate Limits of Sherman, Grayson County, Texas; Fixing Penalties for Violation Thereof; Declaring an Emergency; Providing for Severability; Providing for a Repealer

Background:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 2/19/2024

Prepared By: Travis Overturf, Civil Engineer

Approved By:

Caption:

RESOLUTION NO. 7257

Awarding a Bid to and Authorizing Execution of a Contract with Lynn Vessels Construction, LLC Based on an Invitation to Bid for the 1st Street to Rosedale Sewer Replacement

Issue:

To consider awarding a bid to and authorizing execution of a contract with Lynn Vessels Construction, LLC. of Sherman, Texas, based on an invitation to bid for the 1st Street to Rosedale Sewer Replacement project

Background:

This project was identified by the Utility Department as a high priority sanitary sewer replacement project. This portion of the City's sewer system has a known capacity issue on the existing parallel mains which this project will resolve. The existing parallel mains will be removed and replaced with a single 21-inch PVC main. The Engineering Department engaged Freeman-Millican, Inc. to design the replacement of this sewer line. The estimated cost for this project was approximately $1,000,000.

Ten (10) bidders responded to the request for bids. Bids were opened on January 31, and the lowest, responsive, responsible bid in the amount of $657,536.05 was submitted by Lynn Vessels Construction, LLC. The Engineer recommends awarding to this contractor. A bid tabulation is attached.

Origination:

Engineering Department

Financial Consideration:

Funding will be through the GTUA Open Market Bonds.

Staff Recommendation:

It is recommended that the bid be awarded for the 1st Street to Rosedale Sewer Replacement to Lynn Vessels Construction, LLC in the amount of $657,536.05. It is also recommended that the City Manager be authorized to execute the required contract documents.

Alternatives:

As may be directed by City Council

Attachments:

1. Resolution No. 7257
2. Unsigned Agreement

3. Bid Tabulation
4. Letter of Recommendation
5. Location Map

RESOLUTION NO. 7257

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC, BASED ON AN INVITATION TO BID FOR THE 1ST STREET TO ROSEDALE SEWER REPLACEMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Lynn Vessels Construction, LLC of Sherman, Texas, is hereby awarded the bid and the City of Sherman hereby approves the contract with Lynn Vessels Construction, LLC, in the amount of Six Hundred Fifty-Seven Thousand Five Hundred Thirty-Six Dollars and Five Cents ($657,536.05) for the 1ST Street to Rosedale Sewer Replacement; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Lynn Vessels Construction, LLC, for the construction of the aforementioned improvements, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 19th day of February 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

AGREEMENT

THIS AGREEMENT is by and between the GREATER TEXOMA UTILITY AUTHORITY ("GTUA"), and _____, a _____ corporation (the "CONTRACTOR"). GTUA and CONTRACTOR are sometimes referred to collectively as the "parties" or individually as a "party."

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

Article 1. **WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents (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 Contract Documents (collectively, the "Work"). The Work is generally described as follows:

1st Street to Rosedale Sewer Replacement

Article 2. **ENGINEER**

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

Article 3. **CONTRACT TIME**

3.1 The Work must be substantially completed and ready for final payment within 270 calendar days from the date when the Contract Time commences to run, as provided in the General Conditions.

3.2 Liquidated Damages. GTUA and CONTRACTOR recognize that time is of the essence of this Agreement and that GTUA will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by GTUA if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, GTUA and CONTRACTOR agree that CONTRACTOR shall pay GTUA $ 420.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by GTUA as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein.

Article 4. **CONTRACT PRICE**

GTUA shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

At the unit prices shown on the Unit Price Bid Schedule included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

CONTRACTOR shall submit a Application for Payment in accordance with the General Conditions. Applications for Payment will be processed by GTUA, as provided in the Special Provisions.

CONTRACTOR and GTUA acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of GTUA, which fiscal year ends on September 30th of each year, shall be subject to GTUA Board approval. In the event that the GTUA Board 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 GTUA 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.

Article 6. **INTEREST**

If the contract amount of this Agreement is less than $5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds $5,000,000, no interest will be paid unless required by law.

Article 7. **CONTRACTOR'S REPRESENTATIONS**

In order to induce GTUA to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7.3 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.

7.4 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

The “Contract Documents,” which comprise the entire agreement between GTUA and CONTRACTOR concerning the Work, consist of the following:

8.1 This Agreement
8.2 Solicitation for Bids
8.3 Instructions to Respondents
8.4 Certifications Required by Texas Law
8.5 Suspension and Debarment Certification
8.6 Bid Bond and Bid Bond POA
8.7 Statement of Respondent's Qualifications
8.8 Insurance Requirement Affidavit
8.9 Bid Submittal
8.10 Resolution of Award
8.11 Form 1295, Certificate of Interested Parties
8.12 Certificate of Insurance
8.13 Performance Bond and POA
8.14 Payment Bond and POA
8.15 Notice to Proceed
8.16 Closeout Documents
8.17 Special Provisions
8.18 Technical Specification prepared or issued by the City of Sherman dated 07/25/2024.
8.19 Drawings, consisting of sheets numbered 1 through 13 , inclusive with each sheet bearing the following general title: City of Sherman, **1st to Rosedale Sewer Replacement.**
8.20 Addenda numbers__ to __, inclusive.
8.22 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by GTUA ("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 GTUA 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 GTUA's authorization for the GTUA Manager to execute said Change Order. CONTRACTOR agrees that GTUA'S project managers are authorized to issue Contingency Allowance Authorization but GTUA'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented, as outlined in this Agreement.

Article 9. **INDEMNITY**

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GTUA, THE CITY OF SHERMAN AND THEIR RESPECTIVE BOARD OR CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "GTUA" 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 GTUA (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 GTUA 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, GTUA SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY GTUA, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY GTUA IN WRITING. GTUA RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, GTUA IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY GTUA IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND GTUA OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY GTUA PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN GTUA-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF GTUA'S WRITTEN NOTICE THAT GTUA IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, GTUA SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY GTUA.

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

Article 10. **LIABILITY**

To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for

its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this Agreement, and for any and all damage to CONTRACTOR's equipment and other property. GTUA and the City of Sherman assume no such responsibility or liability. GTUA and the City of Sherman shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

Article 11. **TERMINATION**

GTUA or the City of 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.

GTUA or the City of Sherman is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then GTUA or the City of Sherman shall have the right to terminate this Agreement. Any such act by GTUA or the City of Sherman shall not be deemed a waiver of any other right or remedy of GTUA or the City 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.

Article 12. **MISCELLANEOUS**

12.1 Terms used in the Agreement will have the meanings indicated in the Special Provisions.

12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.

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

12.5 The parties acknowledge and agree that, in executing and performing this Agreement, GTUA 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 or the City of Sherman against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

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

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

12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of GTUA; 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 GTUA 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 GTUA and CONTRACTOR.

12.11 GTUA and CONTRACTOR agree the City of Sherman is an intended third-party beneficiary of CONTRACTOR's obligations under the Contract Documents and shall be entitled to enforce such obligations as if it were a party hereto and may seek and obtain any and all available remedies against CONTRACTOR in the event CONTRACTOR breaches any term or provision of the Contract Documents, it being the intent of GTUA and CONTRACTOR to confer direct benefits on the City of Sherman under the Contract Documents. In addition, GTUA and CONTRACTOR agree that the City of Sherman is entitled to exercise all rights of GTUA under the Contract Documents. Notwithstanding any statement to the contrary in the Contract Documents, the City of Sherman has no obligations to either GTUA or CONTRACTOR under the Contract Documents.

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

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

12.14 GTUA and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, GTUA and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to GTUA, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by GTUA and CONTRACTOR or by ENGINEER on their behalf. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement (the "Effective Date").

GTUA:	CONTRACTOR:_____
_____	_____
By: _____	By: _____
Date: _____	Date: _____
	(Corporate Seal)
Attest: _____	Attest: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____

BID TABULATION - GENERAL CONTRACTOR

RANK				1		2		3		4		5		6		7		8		9		10	
OWNER:	CITY OF SHERMAN			Contractor	LYNN VESSELS CONSTRUCTION, LLC	Contractor	DICKERSON CONSTRUCTION INC.	Contractor	HAYES CONSTRUCTION, LLC	Contractor	FM UTILITIES, LLC	Contractor	W. BROWN ENTERPRISES, INC.	Contractor	J&L CONSRUCTION, LLC	Contractor	WESTERN MUNICIPAL CONSTRUCTION OF TEXAS, LLC	Contractor	CANARY CONSTRUCTION, INC.	Contractor	ATKINS BROS. EQUIP. CO., INC.	Contractor	BELT CONSTRUCTION OF TEXAS
PROJECT:	1ST ST TO ROSEDALE SANITARY SEWER REPLACEMENT			Address	PO BOX 1212	Address	PO BOX 181	Address	205 CODY LN.	Address	4911 REDBIRD TRAIL	Address	2905 N 1ST AVE	Address	2220 SAN JACINTO BLVD, SUITE 320	Address	402 GULF AVE.	Address	802 N. KEALY AVE., SUITE 101	Address	3516 OLD. FT. WORTH RD.	Address	PO BOX 867
				City	SHERMAN	City	CELINA	City	SHERMAN	City	MIDLOTHIAN	City	DURANT	City	DENTON	City	JUSTIN	City	LEWISVILLE	City	MIDLOTHIAN	City	TEXARKANA
ENGINEER:	Freeman-Millican, Inc.			State	TEXAS, 75091	State	TEXAS, 75009	State	TEXAS, 75092	State	TEXAS, 76065	State	OKLAHOMA,74701	State	TEXAS, 76205	State	TEXAS, 76247	State	TEXAS, 75057	State	TEXAS, 76065	State	TEXAS, 71854
BID DATE:	5-Feb-24			Phone	903-893-4300	Phone	972-382-2123	Phone	469-512-7290	Phone	469-612-5081	Phone	405-620-2348	Phone	214-491-7444	Phone	940-648-0020	Phone	469-464-3823	Phone	972-775-7955	Phone	870-772-7216
ITEM NO.	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**TOTAL AMOUNT**	**UNIT PRICE**	**TOTAL AMOUNT**	**UNIT PRICE**	**TOTAL AMOUNT**	**UNIT PRICE**	**TOTAL AMOUNT**	**UNIT PRICE**	**TOTAL AMOUNT**	**UNIT PRICE**	**TOTAL AMOUNT**	**UNIT PRICE**	**TOTAL AMOUNT**	**UNIT PRICE**	**TOTAL AMOUNT**	**UNIT PRICE**	**TOTAL AMOUNT**	**UNIT PRICE**	**TOTAL AMOUNT**
P.1	Mobilization	1	LS	28,510.47	$28,510.47	39,750.00	$39,750.00	45,000.00	$45,000.00	30,010.00	$30,010.00	57,948.00	$57,948.00	33,336.00	$33,336.00	116,140.20	$116,140.20	36,000.00	$36,000.00	75,000.00	$75,000.00	70,000.00	$70,000.00
P.2	21" PVC Sewer by Open Cut	3,057	LF	100.03	$305,791.71	145.00	$443,265.00	170.00	$519,690.00	123.00	$376,011.00	171.95	$525,651.15	204.04	$623,750.28	168.32	$514,554.24	172.00	$525,804.00	321.00	$981,297.00	289.00	$883,473.00
P.3	15" PVC Sewer by Open Cut	104	LF	84.44	$8,781.76	150.00	$15,600.00	-	-	123.00	$12,792.00	145.89	$15,172.56	133.18	$13,850.72	188.99	$19,654.96	300.00	$31,200.00	280.00	$29,120.00	206.00	$21,424.00
P.4	12" PVC Sewer by Open Cut	99	LF	72.59	$7,186.41	140.00	$13,860.00	-	-	83.00	$8,217.00	135.56	$13,420.44	111.73	$11,061.27	165.95	$16,429.05	260.00	$25,740.00	180.00	$17,820.00	200.00	$19,800.00
P.5	10" PVC Sewer by Open Cut	23	LF	63.99	$1,471.77	135.00	$3,105.00	-	-	87.00	$2,001.00	277.28	$6,377.44	85.09	$1,957.07	162.00	$3,726.00	170.00	$3,910.00	150.00	$3,450.00	280.00	$6,440.00
P.6	8" PVC Sewer by Open Cut	23	LF	57.33	$1,318.59	130.00	$2,990.00	-	-	49.00	$1,127.00	232.57	$5,349.11	65.57	$1,508.11	187.90	$4,321.70	160.00	$3,680.00	120.00	$2,760.00	235.00	$5,405.00
P.7	6" PVC Sewer by Open Cut	26	LF	51.81	$1,347.06	120.00	$3,120.00	-	-	40.00	$1,040.00	196.25	$5,102.50	62.46	$1,623.96	114.17	$2,968.42	155.00	$4,030.00	110.00	$2,860.00	390.00	$10,140.00
P.8	21" PVC Sewer w. 30" Encasement by Open Cut	43	LF	291.28	$12,525.04	400.00	$17,200.00	390.00	$16,770.00	498.00	$21,414.00	563.31	$24,222.33	413.23	$17,768.89	898.85	$38,650.55	210.00	$9,030.00	600.00	$25,800.00	450.00	$19,350.00
P.9	Abandon Existing Manhole	20	EA	791.00	$15,820.00	500.00	$10,000.00	1,000.00	$20,000.00	1,702.00	$34,040.00	1,348.45	$26,969.00	287.00	$5,740.00	289.12	$5,782.40	1,500.00	$30,000.00	2,000.00	$40,000.00	3,400.00	$68,000.00
P.10	Remove Exisitng Manhole	2	EA	1,073.50	$2,147.00	1,000.00	$2,000.00	2,000.00	$4,000.00	2,635.00	$5,270.00	1,989.83	$3,979.66	1,047.50	$2,095.00	2,373.71	$4,747.42	2,000.00	$4,000.00	2,000.00	$4,000.00	8,300.00	$16,600.00
P.11	4' Diameter Fiberglass Manhole (0'-10' Depth)	6	EA	8,737.12	$52,422.72	7,000.00	$42,000.00	9,740.00	$58,440.00	12,240.00	$73,440.00	10,529.82	$63,178.92	12,012.67	$72,076.02	10,647.40	$63,884.40	25,000.00	$150,000.00	15,000.00	$90,000.00	24,000.00	$144,000.00
P.12	5' Diamter Fiberglass Manhole (0'-10' Depth)	3	EA	14,974.20	$44,922.60	13,500.00	$40,500.00	17,520.00	$52,560.00	19,636.00	$58,908.00	18,412.26	$55,236.78	18,201.33	$54,603.99	17,968.33	$53,904.99	30,000.00	$90,000.00	17,000.00	$51,000.00	29,000.00	$87,000.00
P.13	PVC Splice Connection	6	EA	1,186.50	$7,119.00	1,000.00	$6,000.00	1,500.00	$9,000.00	1,921.00	$11,526.00	3,340.04	$20,040.24	1,298.00	$7,788.00	10,714.05	$64,284.30	3,500.00	$21,000.00	1,000.00	$6,000.00	400.00	$2,400.00
P.14	4' Dimater Fiberglass Manhole (Extra Depth)	1	VF	645.51	$645.51	1,000.00	$1,000.00	1,000.00	$1,000.00	957.00	$957.00	486.83	$486.83	2,220.00	$2,220.00	582.33	$582.33	500.00	$500.00	400.00	$400.00	427.00	$427.00
P.15	Manhole Vent	2	EA	1,870.72	$3,741.44	2,000.00	$4,000.00	600.00	$1,200.00	3,469.00	$6,938.00	1,999.20	$3,998.40	2,998.00	$5,996.00	2,111.86	$4,223.72	1,900.00	$3,800.00	2,000.00	$4,000.00	4,250.00	$8,500.00
P.16	Vacuum Test Manhole	9	EA	186.45	$1,678.05	150.00	$1,350.00	300.00	$2,700.00	669.00	$6,021.00	540.93	$4,868.37	872.44	$7,851.96	584.45	$5,260.05	300.00	$2,700.00	700.00	$6,300.00	230.00	$2,070.00
P.17	Temporary Bypass (6" or 8" Diameter Sewer)	3	EA	2,066.77	$6,200.31	750.00	$2,250.00	1,200.00	$3,600.00	11,943.00	$35,829.00	4,198.62	$12,595.86	3,118.67	$9,356.01	23,664.64	$70,993.92	15,000.00	$45,000.00	7,000.00	$21,000.00	5,000.00	$15,000.00
P.18	Class G Embedment	195	LF	56.22	$10,962.90	65.00	$12,675.00	110.00	$21,450.00	74.00	$14,430.00	104.23	$20,324.85	91.79	$17,899.05	271.81	$53,002.95	250.00	$48,750.00	150.00	$29,250.00	80.00	$15,600.00
P.19	10' of 10" PVC Sewer Plugged Stubout	5	EA	861.29	$4,306.45	1,000.00	$5,000.00	125.00	$625.00	1,712.00	$8,560.00	1,886.46	$9,432.30	1,451.40	$7,257.00	2,346.56	$11,732.80	1,200.00	$6,000.00	2,000.00	$10,000.00	36,000.00	$180,000.00
P.20	Connect to Existing Sanitary Sewer Lateral	3	EA	378.55	$1,135.65	4,000.00	$12,000.00	1,500.00	$4,500.00	2,155.00	$6,465.00	1,618.29	$4,854.87	5,553.33	$16,659.99	3,956.50	$11,869.50	1,200.00	$3,600.00	1,000.00	$3,000.00	300.00	$900.00
P.21	Revegetate	3,375	LF	4.07	$13,736.25	9.00	$30,375.00	1.50	$5,062.50	28.00	$94,500.00	7.46	$25,177.50	13.18	$44,482.50	15.06	$50,827.50	25.00	$84,375.00	1.00	$3,375.00	6.00	$20,250.00
P.22	Trench Safety	3,375	LF	1.40	$4,725.00	2.00	$6,750.00	1.50	$5,062.50	5.00	$16,875.00	1.45	$4,893.75	3.82	$12,892.50	1.73	$5,838.75	3.00	$10,125.00	1.00	$3,375.00	1.00	$3,375.00
P.23	SW3P	1	LS	6,215.00	$6,215.00	6,750.00	$6,750.00	2,000.00	$2,000.00	5,036.00	$5,036.00	5,379.00	$5,379.00	24,892.00	$24,892.00	12,971.33	$12,971.33	8,500.00	$8,500.00	50,000.00	$50,000.00	8,000.00	$8,000.00
P.24	Asphalt Pavement	136	SY	109.01	$14,825.36	100.00	$13,600.00	140.00	$19,040.00	99.00	$13,464.00	103.98	$14,141.28	88.74	$12,068.64	103.84	$14,122.24	210.00	$28,560.00	200.00	$27,200.00	36.00	$4,896.00
P.25	Contingency Allowance	1	LS	100,000.00	$100,000.00	100,000.00	$100,000.00	100,000.00	$100,000.00	100,000.00	$100,000.00	100,000.00	$100,000.00	100,000.00	$100,000.00	100,000.00	$100,000.00	100,000.00	$100,000.00	100,000.00	$100,000.00	100,000.00	$100,000.00
TOTAL AMOUNT OF BID (Bid Items P.1-P.25)					**$657,536.05**		**$835,140.00**		**$939,705.00**		**$944,871.00**		**$1,025,304.39**		**$1,108,734.96**		**$1,250,473.72**		**$1,276,304.00**		**$1,587,007.00**		**$1,713,050.00**
AP.2	24" PVC Sewer by Open cut	3,057	LF	119.63	$365,708.91	155	$473,835.00	195	$596,115.00	185	$565,545.00	188.13	$575,113.41	216.7	$662,451.90	170.48	$521,157.36	200	$611,400.00	350	$1,069,950.00	302	$923,214.00
AP.8	24" PVC Sewer w. 36" Encasement by Open Cut	43	LF	368.80	$15,858.40	460.00	$19,780.00	400.00	$17,200.00	643.00	$27,649.00	770.84	$33,146.12	450.00	$19,350.00	962.55	$41,389.65	240.00	$10,320.00	7,000.00	$301,000.00	463.00	$19,909.00
TOTAL AMOUNT OF ALTERNATE BID (Bid Items P.1, AP.2, P-3-P7,-AP.8, P.9-P25)					**$720,786.61**		**$868,290.00**		**$1,016,560.00**		**$1,140,640.00**		**$1,083,690.44**		**$1,149,017.69**		**$562,547.01**		**$621,720.00**		**$1,370,950.00**		**$1,753,350.00**
Time of Completion (Days)					270		270		270		270		270		270		270		270		270		270
TOTAL AMOUNT OF CORRECTED BID (Bid Items P.1-P.25)					-		-		-		-	**BASE**	**$1,028,801.14**		-		-		-		-		-
TOTAL AMOUNT OF CORRECTED BID (Bid Items P.1, AP.2, P-3-P7,-AP.8, P.9-P25)												**ALT BID**	**$1,087,187.19**			**ALT BID**	**$1,754,794.04**		**$1,363,190.00**		**$1,950,860.00**		

NOTES:

1. HAYES CONSTRUCTION BID PACKAGE DID NOT INCLUDE PAGE 20. UNIT PRICES FOR THESE ITEMS WERE UNAVAILABLE AND THEREFORE MARKED AS "-".
2. W. BROWN ENTERPRISES, INC. HAS A $3,496.75 DISCREPANCY BETWEEN WRITTEN TOTAL AMOUNTS AND TABULATED AMOUNTS FOR THE BASE BID AND ALTERNATE BIDS DUE TO WRONGLY ENTERED ITEM P19 TOTAL.
3. WESTERN MUNICIPAL CONSTRUCTION ENTERED THE WRONG TOTAL AMOUNT IN THE ALTERNATE BID TOTAL
4. CANARY CONSTRUCTION NC. ENTERED THE WRONG TOTAL AMOUNT IN THE ALTERANTE BID TOTAL
5. ATKINS BROS. EQUIP. CO. INC. ENTERED THE WRONG TOTAL AMOUNT IN THE ALTERANTE BID TOTAL

FREEMAN-MILLICAN, INC.
ENGINEERS - ARCHITECTS - PLANNERS

February 5, 2024

Mr. Travis Overturf, P.E.
City of Sherman
220 W. Mulberry Street
Sherman, Texas 75090

Re: Recommendation of Award
1st St. to Rosedale Sanitary Sewer Replacement

Dear Mr. Overturf:

Sealed bids for the above referenced project were received on January 31, 2024, at 2:30 p.m. at Sherman City Hall. A total of ten (10) bids were received. A complete bid tabulation is attached.

This project involves the construction of approximately 3,200 linear feet of 21-inch sanitary sewer line including abandonment of existing sanitary sewer lines, and other sewer related construction, complete in place.

The low bid was submitted by Lynn Vessels Construction, LLC in the base bid amount of $657,536.05.

Lynn Vessels Construction, LLC is a reputable contractor with many successfully completed projects in the city of Sherman. We recommend awarding the project to Lynn Vessels construction, LLC in the base bid amount of $657,536.05.

Sincerely,
FREEMAN - MILLICAN, INC.

Victor L. Acuy, P.E.
Project Engineer

Attachment: Bid Tabulation

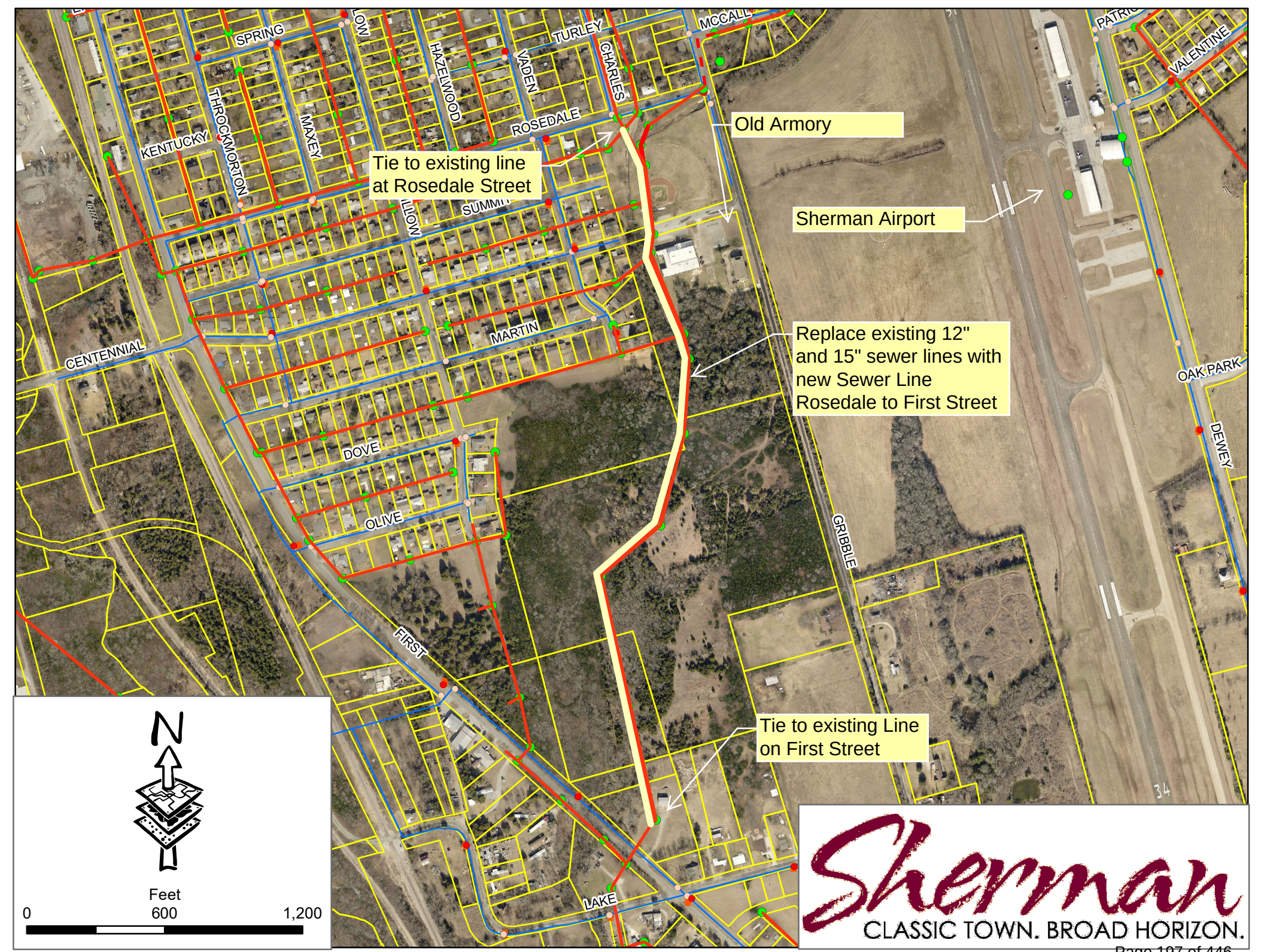
BID TABULATION - GENERAL CONTRACTOR

RANK				1		2		3		4		5		6		7		8		9		10	
OWNER:	CITY OF SHERMAN			Contractor	LYNN VESSELS CONSTRUCTION, LLC	Contractor	DICKERSON CONSTRUCTION INC.	Contractor	HAYES CONSTRUCTION, LLC	Contractor	FM UTILITIES, LLC	Contractor	W. BROWN ENTERPRISES, INC.	Contractor	J&L CONSRUCTION, LLC	Contractor	WESTERN MUNICIPAL CONSTRUCTION OF TEXAS, LLC	Contractor	CANARY CONSTRUCTION, INC.	Contractor	ATKINS BROS. EQUIP. CO., INC.	Contractor	BELT CONSTRUCTION OF TEXAS
PROJECT:	1ST ST TO ROSEDALE SANITARY SEWER REPLACEMENT			Address	PO BOX 1212	Address	PO BOX 181	Address	205 CODY LN.	Address	4911 REDBIRD TRAIL	Address	2905 N 1ST AVE	Address	2220 SAN JACINTO BLVD, SUITE 320	Address	402 GULF AVE.	Address	802 N. KEALY AVE., SUITE 101	Address	3516 OLD. FT. WORTH RD.	Address	PO BOX 867
				City	SHERMAN	City	CELINA	City	SHERMAN	City	MIDLOTHIAN	City	DURANT	City	DENTON	City	JUSTIN	City	LEWISVILLE	City	MIDLOTHIAN	City	TEXARKANA
ENGINEER:	Freeman-Millican, Inc.			State	TEXAS, 75091	State	TEXAS, 75009	State	TEXAS, 75092	State	TEXAS, 76065	State	OKLAHOMA,74701	State	TEXAS, 76205	State	TEXAS, 76247	State	TEXAS, 75057	State	TEXAS, 76065	State	TEXAS, 71854
BID DATE:	1/31/2024 @ 2:30 PM			Phone	903-893-4300	Phone	972-382-2123	Phone	469-512-7290	Phone	469-612-5081	Phone	405-620-2348	Phone	214-491-7444	Phone	940-648-0020	Phone	469-464-3823	Phone	972-775-7955	Phone	870-772-7216
ITEM NO.	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**TOTAL AMOUNT**	**UNIT PRICE**	**TOTAL AMOUNT**	**UNIT PRICE**	**TOTAL AMOUNT**	**UNIT PRICE**	**TOTAL AMOUNT**	**UNIT PRICE**	**TOTAL AMOUNT**	**UNIT PRICE**	**TOTAL AMOUNT**	**UNIT PRICE**	**TOTAL AMOUNT**	**UNIT PRICE**	**TOTAL AMOUNT**	**UNIT PRICE**	**TOTAL AMOUNT**	**UNIT PRICE**	**TOTAL AMOUNT**
P.1	Mobilization	1	LS	28,510.47	$28,510.47	39,750.00	$39,750.00	45,000.00	$45,000.00	30,010.00	$30,010.00	57,948.00	$57,948.00	33,336.00	$33,336.00	116,140.20	$116,140.20	36,000.00	$36,000.00	75,000.00	$75,000.00	70,000.00	$70,000.00
P.2	21" PVC Sewer by Open Cut	3,057	LF	100.03	$305,791.71	145.00	$443,265.00	170.00	$519,690.00	123.00	$376,011.00	171.95	$525,651.15	204.04	$623,750.28	168.32	$514,554.24	172.00	$525,804.00	321.00	$981,297.00	289.00	$883,473.00
P.3	15" PVC Sewer by Open Cut	104	LF	84.44	$8,781.76	150.00	$15,600.00	200.00	$20,800.00	123.00	$12,792.00	145.89	$15,172.56	133.18	$13,850.72	188.99	$19,654.96	300.00	$31,200.00	280.00	$29,120.00	206.00	$21,424.00
P.4	12" PVC Sewer by Open Cut	99	LF	72.59	$7,186.41	140.00	$13,860.00	190.00	$18,810.00	83.00	$8,217.00	135.56	$13,420.44	111.73	$11,061.27	165.95	$16,429.05	260.00	$25,740.00	180.00	$17,820.00	200.00	$19,800.00
P.5	10" PVC Sewer by Open Cut	23	LF	63.99	$1,471.77	135.00	$3,105.00	120.00	$2,760.00	87.00	$2,001.00	277.28	$6,377.44	85.09	$1,957.07	162.00	$3,726.00	170.00	$3,910.00	150.00	$3,450.00	280.00	$6,440.00
P.6	8" PVC Sewer by Open Cut	23	LF	57.33	$1,318.59	130.00	$2,990.00	115.00	$2,645.00	49.00	$1,127.00	232.57	$5,349.11	65.57	$1,508.11	187.90	$4,321.70	160.00	$3,680.00	120.00	$2,760.00	235.00	$5,405.00
P.7	6" PVC Sewer by Open Cut	26	LF	51.81	$1,347.06	120.00	$3,120.00	115.00	$2,990.00	40.00	$1,040.00	196.25	$5,102.50	62.46	$1,623.96	114.17	$2,968.42	155.00	$4,030.00	110.00	$2,860.00	390.00	$10,140.00
P.8	21" PVC Sewer w. 30" Encasement by Open Cut	43	LF	291.28	$12,525.04	400.00	$17,200.00	390.00	$16,770.00	498.00	$21,414.00	563.31	$24,222.33	413.23	$17,768.89	898.85	$38,650.55	210.00	$9,030.00	600.00	$25,800.00	450.00	$19,350.00
P.9	Abandon Existing Manhole	20	EA	791.00	$15,820.00	500.00	$10,000.00	1,000.00	$20,000.00	1,702.00	$34,040.00	1,348.45	$26,969.00	287.00	$5,740.00	289.12	$5,782.40	1,500.00	$30,000.00	2,000.00	$40,000.00	3,400.00	$68,000.00
P.10	Remove Exisitng Manhole	2	EA	1,073.50	$2,147.00	1,000.00	$2,000.00	2,000.00	$4,000.00	2,635.00	$5,270.00	1,989.83	$3,979.66	1,047.50	$2,095.00	2,373.71	$4,747.42	2,000.00	$4,000.00	2,000.00	$4,000.00	8,300.00	$16,600.00
P.11	4' Diameter Fiberglass Manhole (0'-10' Depth)	6	EA	8,737.12	$52,422.72	7,000.00	$42,000.00	9,740.00	$58,440.00	12,240.00	$73,440.00	10,529.82	$63,178.92	12,012.67	$72,076.02	10,647.40	$63,884.40	25,000.00	$150,000.00	15,000.00	$90,000.00	24,000.00	$144,000.00
P.12	5' Diamter Fiberglass Manhole (0'-10' Depth)	3	EA	14,974.20	$44,922.60	13,500.00	$40,500.00	17,520.00	$52,560.00	19,636.00	$58,908.00	18,412.26	$55,236.78	18,201.33	$54,603.99	17,968.33	$53,904.99	30,000.00	$90,000.00	17,000.00	$51,000.00	29,000.00	$87,000.00
P.13	PVC Splice Connection	6	EA	1,186.50	$7,119.00	1,000.00	$6,000.00	1,500.00	$9,000.00	1,921.00	$11,526.00	3,340.04	$20,040.24	1,298.00	$7,788.00	10,714.05	$64,284.30	3,500.00	$21,000.00	1,000.00	$6,000.00	400.00	$2,400.00
P.14	4' Dimater Fiberglass Manhole (Extra Depth)	1	VF	645.51	$645.51	1,000.00	$1,000.00	1,000.00	$1,000.00	957.00	$957.00	486.83	$486.83	2,220.00	$2,220.00	582.33	$582.33	500.00	$500.00	400.00	$400.00	427.00	$427.00
P.15	Manhole Vent	2	EA	1,870.72	$3,741.44	2,000.00	$4,000.00	600.00	$1,200.00	3,469.00	$6,938.00	1,999.20	$3,998.40	2,998.00	$5,996.00	2,111.86	$4,223.72	1,900.00	$3,800.00	2,000.00	$4,000.00	4,250.00	$8,500.00
P.16	Vacuum Test Manhole	9	EA	186.45	$1,678.05	150.00	$1,350.00	300.00	$2,700.00	669.00	$6,021.00	540.93	$4,868.37	872.44	$7,851.96	584.45	$5,260.05	300.00	$2,700.00	700.00	$6,300.00	230.00	$2,070.00
P.17	Temporary Bypass (6" or 8" Diameter Sewer)	3	EA	2,066.77	$6,200.31	750.00	$2,250.00	1,200.00	$3,600.00	11,943.00	$35,829.00	4,198.62	$12,595.86	3,118.67	$9,356.01	23,664.64	$70,993.92	15,000.00	$45,000.00	7,000.00	$21,000.00	5,000.00	$15,000.00
P.18	Class G Embedment	195	LF	56.22	$10,962.90	65.00	$12,675.00	110.00	$21,450.00	74.00	$14,430.00	104.23	$20,324.85	91.79	$17,899.05	271.81	$53,002.95	250.00	$48,750.00	150.00	$29,250.00	80.00	$15,600.00
P.19	10' of 10" PVC Sewer Plugged Stubout	5	EA	861.29	$4,306.45	1,000.00	$5,000.00	125.00	$625.00	1,712.00	$8,560.00	1,886.46	$9,432.30	1,451.40	$7,257.00	2,346.56	$11,732.80	1,200.00	$6,000.00	2,000.00	$10,000.00	36,000.00	$180,000.00
P.20	Connect to Existing Sanitary Sewer Lateral	3	EA	378.55	$1,135.65	4,000.00	$12,000.00	1,500.00	$4,500.00	2,155.00	$6,465.00	1,618.29	$4,854.87	5,553.33	$16,659.99	3,956.50	$11,869.50	1,200.00	$3,600.00	1,000.00	$3,000.00	300.00	$900.00
P.21	Revegetate	3,375	LF	4.07	$13,736.25	9.00	$30,375.00	1.50	$5,062.50	28.00	$94,500.00	7.46	$25,177.50	13.18	$44,482.50	15.06	$50,827.50	25.00	$84,375.00	1.00	$3,375.00	6.00	$20,250.00
P.22	Trench Safety	3,375	LF	1.40	$4,725.00	2.00	$6,750.00	1.50	$5,062.50	5.00	$16,875.00	1.45	$4,893.75	3.82	$12,892.50	1.73	$5,838.75	3.00	$10,125.00	1.00	$3,375.00	1.00	$3,375.00
P.23	SW3P	1	LS	6,215.00	$6,215.00	6,750.00	$6,750.00	2,000.00	$2,000.00	5,036.00	$5,036.00	5,379.00	$5,379.00	24,892.00	$24,892.00	12,971.33	$12,971.33	8,500.00	$8,500.00	50,000.00	$50,000.00	8,000.00	$8,000.00
P.24	Asphalt Pavement	136	SY	109.01	$14,825.36	100.00	$13,600.00	140.00	$19,040.00	99.00	$13,464.00	103.98	$14,141.28	88.74	$12,068.64	103.84	$14,122.24	210.00	$28,560.00	200.00	$27,200.00	36.00	$4,896.00
P.25	Contingency Allowance	1	LS	100,000.00	$100,000.00	100,000.00	$100,000.00	100,000.00	$100,000.00	100,000.00	$100,000.00	100,000.00	$100,000.00	100,000.00	$100,000.00	100,000.00	$100,000.00	100,000.00	$100,000.00	100,000.00	$100,000.00	100,000.00	$100,000.00
TOTAL AMOUNT OF BID (Bid Items P.1-P.25)					**$657,536.05**		**$835,140.00**		**$939,705.00**		**$944,871.00**		**$1,025,304.39**		**$1,108,734.96**		**$1,250,473.72**		**$1,276,304.00**		**$1,587,007.00**		**$1,713,050.00**
AP.2	24" PVC Sewer by Open cut	3,057	LF	119.63	$365,708.91	155	$473,835.00	195	$596,115.00	185	$565,545.00	188.13	$575,113.41	216.7	$662,451.90	170.48	$521,157.36	200	$611,400.00	350	$1,069,950.00	302	$923,214.00
AP.8	24" PVC Sewer w. 36" Encasement by Open Cut	43	LF	368.80	$15,858.40	460.00	$19,780.00	400.00	$17,200.00	643.00	$27,649.00	770.84	$33,146.12	450.00	$19,350.00	962.55	$41,389.65	240.00	$10,320.00	7,000.00	$301,000.00	463.00	$19,909.00
TOTAL AMOUNT OF ALTERNATE BID (Bid Items P.1, AP.2, P-3-P7,-AP.8, P.9-P25)					**$720,786.61**		**$868,290.00**		**$1,016,560.00**		**$1,140,640.00**		**$1,083,690.44**		**$1,149,017.69**		**$562,547.01**		**$621,720.00**		**$1,370,950.00**		**$1,753,350.00**
Time of Completion (Days)					270		270		270		270		270		270		270		270		270		270
TOTAL AMOUNT OF CORRECTED BID (Bid Items P.1-P.25)					-		-		-		-	**BASE**	**$1,028,801.14**		-		-		-		-		-
TOTAL AMOUNT OF CORRECTED BID (Bid Items P.1, AP.2, P-3-P7,-AP.8, P.9-P25)												**ALT BID**	**$1,087,187.19**			**ALT BID**	**$1,754,794.04**		**$1,363,190.00**		**$1,950,860.00**		

NOTES:

1. W. BROWN ENTERPRISES, INC. HAS A $3,496.75 DISCREPANCY BETWEEN WRITTEN TOTAL AMOUNTS AND TABULATED AMOUNTS FOR THE BASE BID AND ALTERNATE BIDS DUE TO WRONGLY ENTERED ITEM P19 TOTAL.
2. WESTERN MUNICIPAL CONSTRUCTION ENTERED THE WRONG TOTAL AMOUNT IN THE ALTERNATE BID TOTAL
3. CANARY CONSTRUCTION NC. ENTERED THE WRONG TOTAL AMOUNT IN THE ALTERANTE BID TOTAL
4. ATKINS BROS. EQUIP. CO. INC. ENTERED THE WRONG TOTAL AMOUNT IN THE ALTERANTE BID TOTAL

STATE OF TEXAS
VICTOR L. ACUY
114152
LICENSED
PROFESSIONAL ENGINEER
2/5/2024


Old Armory
Sherman Airport
Tie to existing line at Rosedale Street
Replace existing 12" and 15" sewer lines with new Sewer Line Rosedale to First Street
Tie to existing Line on First Street
SPRING
THROCKMORTON
KENTUCKY
MAXEY
HAZELWOOD
VADEN
TURLEY
CHARLES
MCCALL
ROSEDALE
SUMMIT
MARTIN
CENTENNIAL
DOVE
OLIVE
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Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 2/19/2024

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7258

Approving the Greater Texoma Utility Authority's Intention to Award Bid Package 07-002 to Kiewit Water Facilities South Co. for the Above Ground Electrical at the South Wastewater Treatment Plant.

Issue:

To consider approving the Greater Texoma Utility Authority's Intention to award the South Wastewater Treatment Plant - MBR Bid Package - BP07-002 Above Ground Electrical

Background:

This agenda item is related to the fast-track wastewater treatment plant CMAR procurement, progressive GMP. It is for Bid Package 7 (BP07-002) which was advertised on Civcast and competitive bids sought on December 24, 2023 with the bids being opened on January 24th. Two responsive bids were received by Alterman, Inc. and TIC - The Industrial Company. Scoring activities were conducted by representatives from City of Sherman, GTUA, Project Management Team Pape-Dawson Engineers, and Plummer & Associates - Excellent scores were recognized throughout the criteria for both Contractors. Alterman, Inc. had the best scoring of the two.

Concurrent to GTUA award earlier today, this award resolution will allow the CMAR contractor, Kiewit Water Facilities South Co., to contract with Alterman, Inc. to begin work on procuring and subsequent installation of Above Ground Electrical procurement and construction necessary to construct the new Membrane Biological Reactor (MBR) wastewater treatment plant. Bid Package 07-002 for Above Ground Electrical will be included in Contract Amendment 5 with the CMAR contractor.

Origination:

Engineering Department

Financial Consideration:

Funds needed for this package are $20,038,408.59 and will be provided through the GTUA 2024 Open Market bonds.

Staff Recommendation:

It is recommended that the City Council approve GTUA’s intention to Award the South Wastewater Treatment Plant - MBR Bid Package - BP07-002 Above Ground Electrical

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7258
2. AMENDMENT RECOMMENDATION
3. COSK-PDE-AMD0005 AMENDMENT 05 RECOMMENDATION
4. Kiewit Proposal
5. WWTP Map

RESOLUTION NO. 7258

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD AMENDMENT 5.00 - BID PACKAGE 07-002 TO KIEWIT WATER FACILITIES SOUTH CO. FOR THE ABOVE GROUND ELECTRICAL; 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 of Sherman hereby approves the Greater Texoma Utility Authority's intention to award Amendment 5.00 - Bid Package 07-002 to Kiewit Water Facilities South Co. in the amount of Twenty Million Thirty-Eight Thousand Four Hundred Eight Dollars and Fifty-Nine Cents ($20,038,408.59) for the Above Ground Electrical.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 19th day of February 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

PAPE-DAWSON ENGINEERS

February 13, 2024

GTUA/City of Sherman
220 W Mulberry St.
P.O. Box 1106
Sherman, TX 75091
(903) 892-7208

Re: COSK South Wastewater Treatment Plant - MBR Project
Amendment 04 Recommendation for GMP H2

Dear GTUA/City of Sherman:

GMP H2 – Above Ground Electrical. The Program Team has recommended award of a bid to partially accomplish GMP H2 and the CMAR has provided a GMP submittal package for this work. The bid recommendation is to award the bid to Alterman with a bid amount of $11,373,383.00 (including bonds). The GMP H2 package includes this amount as well as General Conditions costs, CMAR fee, Contingency, and CMAR staff needed to execute this early works package with a total amount of $20,038,408.59.

The total project funding request for GMP H2 is $20,038,408.59. By authorizing this amendment, the following contract adjustments will be made:

Original Contract Value:	$ 2,865,000.00
Previous Amendments:	$ 221,300,908.83
Proposed Amendment 05 (GMP H2)	$ 20,038,408.59
Revised Total Contract Value:	$ 244,204,317.42

Respectfully,

Toby Flinn, PE
Vice President

Attachments:
1. GMP H2 Package

South Wastewater Treatment Plant – MBR Project

GMP Proposal Submissions for:

GMPH2 – Aboveground Electrical

Submitted: February 12, 2024

Sherman CLASSIC TOWN. BROAD HORIZON. | PAPE-DAWSON ENGINEERS | PKS Kiewit | PLUMMER

February 13, 2024

Mr. Tom Pruitt, PE
City of Sherman
220 W. Mulberry Street
Sherman, TX 75090

RE: GMPH2 Aboveground Electrical

Dear Mr. Pruitt:

Kiewit Water Facilities South Co. is hereby submitting GMPH2 proposal for the South Wastewater Treatment Plant – MBR Project. The GMP proposal incorporates Bid Package 07-002 Aboveground Electrical.

RFP and Addenda for BP07-002 have been included in this proposal. The scope of work for BP07-002 includes installation of Aboveground Electrical per the Aboveground Electrical Package ITB. Anticipated Work Start Date April 1, 2024 and Anticipated Finish Date February 11, 2025.

This scope is submitted as a lump sum to be billed against the proposed schedule of values. If the project schedule necessitates changes or acceleration, this package may require additional funding that would be negotiated via the change management process.

Below is a table comparing the current proposed values to the overall project budget to help understand how this funding authorization fits within the overall projected construction budget.

GMP	GMP/Work Package Name	Previous	Current	Remaining	Forecast Value	Target
PCSA	Preconstruction Services	$ 1,950,000.00	$ -	$ -	$ 1,950,000.00	9/18/23
PCSB	Procurement Services	$ 915,000.00	$ -	$ -	$ 915,000.00	9/18/23
	Preconstruction Lump Sum	$ 2,865,000.00	$ -	$ -	$ 2,865,000.00	
GMPA	General Conditions	$ 16,866,305.00	$ -	$ -	$ 16,866,305.00	10/16/23
GMPB	Site Services	$ 18,399,017.31	$ -	$ -	$ 18,399,017.31	10/16/23
GMPC	Early Procurement	$ 16,000,000.00	$ -	$ 800,000.00	$ 16,800,000.00	10/16/23
GMPD	Grading, Excavation, SOE, Dewatering	$ 15,902,635.00	$ -	$ 3,000,000.00	$ 18,902,635.00	11/20/23
GMPE	Backfill	$ 5,068,000.00	$ -	$ -	$ 5,068,000.00	12/18/23
GMPF	Underground Piping	$ 39,952,988.25	$ -	$ 11,944,712.00	$ 51,897,700.25	12/18/23
GMPG	Concrete, Miscellaneous Metals	$ 32,311,000.00	$ -	$ 3,500,000.00	$ 35,811,000.00	12/18/23
GMPH	Electrical, Instrumentation	$ 5,019,257.00	$ 14,902,140.00	$ -	$ 19,921,397.00	12/18/23
GMPI	Process Mechanical	$ 28,860,624.00	$ -	$ 1,580,000.00	$ 30,440,624.00	1/15/24
GMPJ	Building Trades	$ -	$ -	$ 7,813,865.58	$ 7,813,865.58	1/15/24
GMPK	Site Finishes and Startup Support	$ -	$ -	$ 3,794,221.44	$ 3,794,221.44	5/20/24
	Cost of Work	$ 178,379,826.56	$ 14,902,140.00	$ 32,432,799.02	$ 225,714,765.58	
9%	Contingency	$ 16,054,184.39	$ 1,341,192.60	$ 2,918,951.91	$ 20,314,328.90	
	Cost of Work plus Contingency	$ 194,434,010.95	$ 16,243,332.60	$ 35,351,750.93	$ 246,029,094.48	
12.2%	~Additional GCs (12.2% When >$155M)	$ 6,840,121.69	$ 1,981,686.58	$ 4,312,913.61	$ 13,134,721.88	
	Subtotal Cost of Work	$ 201,274,132.64	$ 18,225,019.18	$ 39,664,664.55	$ 259,163,816.36	
9.95%	CMAR Fee	$ 20,026,776.20	$ 1,813,389.41	$ 3,946,634.12	$ 25,786,799.73	
	Construction Total	$ 221,300,908.84	$ 20,038,408.59	$ 43,611,298.67	$ 284,950,616.09	
	Preconstruction Plus Construction Total	$ 224,165,908.84	$ 20,038,408.59	$ 43,611,298.67	$ 287,815,616.09	
*Note: Remaining Values for Partial Packages (C,D,G) are approximations not supported by design or estimates.						
*Note: The additional GCs are only calculating on Cost of Work plus Contingency above $138,367,439.73 per Amendment 01.						

Respectfully,

James.Goyer Digitally signed by James.Goyer DN: CN=James.Goyer, OU=Employees, OU=Users, OU=Kiewit, DC=KIEWITPLAZA, DC=com Date: 2024.02.13 09:20:32 -05'00'

James Goyer
Kiewit Water Facilities South Co.
Project Executive

Table Of Contents

1) Executive Summary

2) Bid Form

South Wastewater Treatment Plant – MBR Project

TO: City of Sherman/GTUA/Pape-Dawson **DATE:** 2/12/2024

FROM: Kiewit

SUBJECT: Executive Summary – Aboveground Electrical

COPIES: Transmitted Electronically via Email

GMP Overview

The following proposal includes Aboveground Electrical. Each Work Package is comprised of various Bid Packages that are described in Table 1.

Table 1: Work Packages

Work Package ID	Work Package Name	Associated Bid Packages
GMPA	General Conditions	BP02-001, BP03-001, 003, 011 to 017, 029-032, 039-045
GMPB	Site Services	BP03-All (Except those listed above)
GMPC	Early Procurement	BP01-All
GMPD	Early Grading, Excavation, SOE, Dewatering	BP04-001
GMPE	Backfill	BP04-002
GMPF	Underground Piping	BP05-001
GMPF2	Underground Piping Rebid	BP05-002
GMPG	Concrete	BP06-001, BP06-002
GMPH	Underground Electrical	BP07-001
GMPH2	Aboveground Electrical	BP07-002
GMPI	Process Mechanical	BP08-001
GMPJ	Building Trades	BP09-001
GMPK	Site Finishes and Startup Support	TBD

BP07-002 Overview
This scope of work includes Aboveground Electrical for the electrical shown in the Aboveground Electrical Package ITB.

The services listed and provided are critical to the CMAR's ability to manage the project per the Contract documents, procedural requirements as outlined in the project management documents, and to satisfy best management practices. Any variation in these services could affect the CMARs ability to manage to the contract documents and best management practices standards.

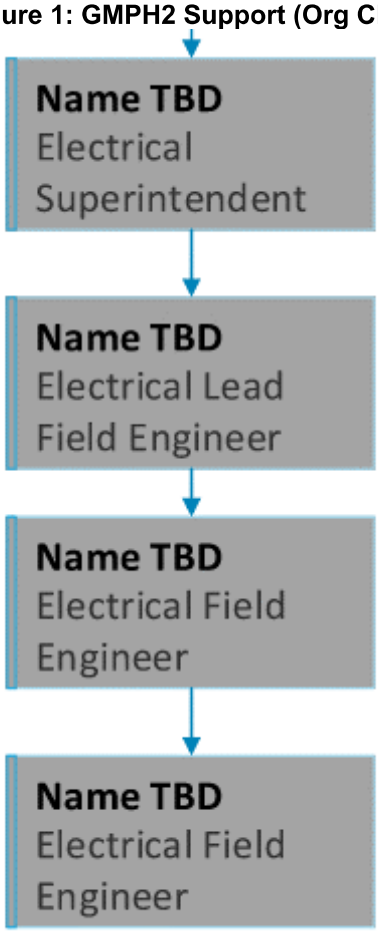
The CMAR solicited, coordinated, and executed this GMP development per the CMAR Agreement and specifications. The speed of project execution has limited our ability to collaborate in depth but there has been discussion and review of certain scopes during task force meetings.

Bid Schedule & Results

BP07-002 Aboveground Electrical was issued for Notice to Bid on December 27, 2024. The Bid Package was due on February 7, 2024. Two bidders submitted a proposal with a Low Bid submitted by Alterman Inc. for a Base Bid in the amount of $11,373,383 (includes bond premium). TIC – The Industrial Company submitted a Base Bid in the amount of $11,931,960. Bids were submitted in sealed packages to the City of Sherman and was evaluated by a committee including the City of Sherman, Pape-Dawson, and Plummer. The committee recommended approval and award to Alterman Inc..

CMAR support staff for BP07-002 consists of an Electrical Superintendent and Electrical Lead Field Engineer for 54 Weeks (7/13/24 – 7/26/25) an Electrical Field Engineer for 62 Weeks (2/19/24 – 4/30/25) and an Electrical Field Engineer for 41 Weeks (7/13/24 – 4/30/25) has also been included consistent with the positions identified as future scopes on the initial GMP submittals. The cost for support staff is $1,585,000. In agreement with Owner, CMAR to carry 15% Owner's contingency to address design development from the current Bid Packages to IFC. CMAR recommends contingency in the amount of $1,943,757 (includes Base Bid and CMAR support staff). CMAR recommends a GMPH2 cost of $14,902,140 (includes Owner's Contingency; excludes 9% Contingency, Additional GCs & CMAR Fee).

Figure 1: GMPH2 Support (Org Chart)



Note: In BP07-001 Underground Electrical CMAR carried an Electrical Superintendent from 1/2/24 - 7/12/24 and Electrical Lead Field Engineer from 1/2/24 - 7/12/24

Assumptions and Clarifications

1. Excludes Overtime, expediting, and acceleration fees. Alterman clarified in Interview held 2/9/24 that their Base Bid includes working 5 10s and an 8.
2. Alterman clarified in Interview held 2/9/24 they would support terminations within Vendor supplied Control Panels.
3. Alterman clarified in Interview held 2/9/24 HVAC terminations are included.
4. Within 30 days of notice of award, Subcontractor will need to integrate with project CPM and coordinate with other successful bidders.
5. Committee bid recommendation for approval to Alterman accepts Alterman's exclusions.
    a. Spoil relocation from work area/site excluded from Alterman's scope.
    b. Potholing excluded from Alterman's scope.
    c. Provide and install the heat tracing excluded from Alterman's scope.

30% Cost Model Pricing Comparison

The cost for the proposed GMPH2 as presented in the 30% Design Cost Model has changed. Revised Drawings issued with BP07-002 allows for a comparison with the 30% Cost Model, with the following impacts to costs:

1. In the Cost model, the design had (2) 1500 KVA and (2) 2500KVA Transformers. The final design changed that to (4) 1500KVA and (2) 100KVA Transformers.
2. MCC-450 was added to the Blower Building to facilitate the Bioreactor Basins.
3. Sludge Storage Tank was added.
4. Carbon Storage and Alkalinity Storage are now two separate Chemical facilities. 30% Cost model had one Chemical facility.
5. 30% Cost model pricing included monies for the Gear.

Figure 2: 30% Cost Model Site Plan

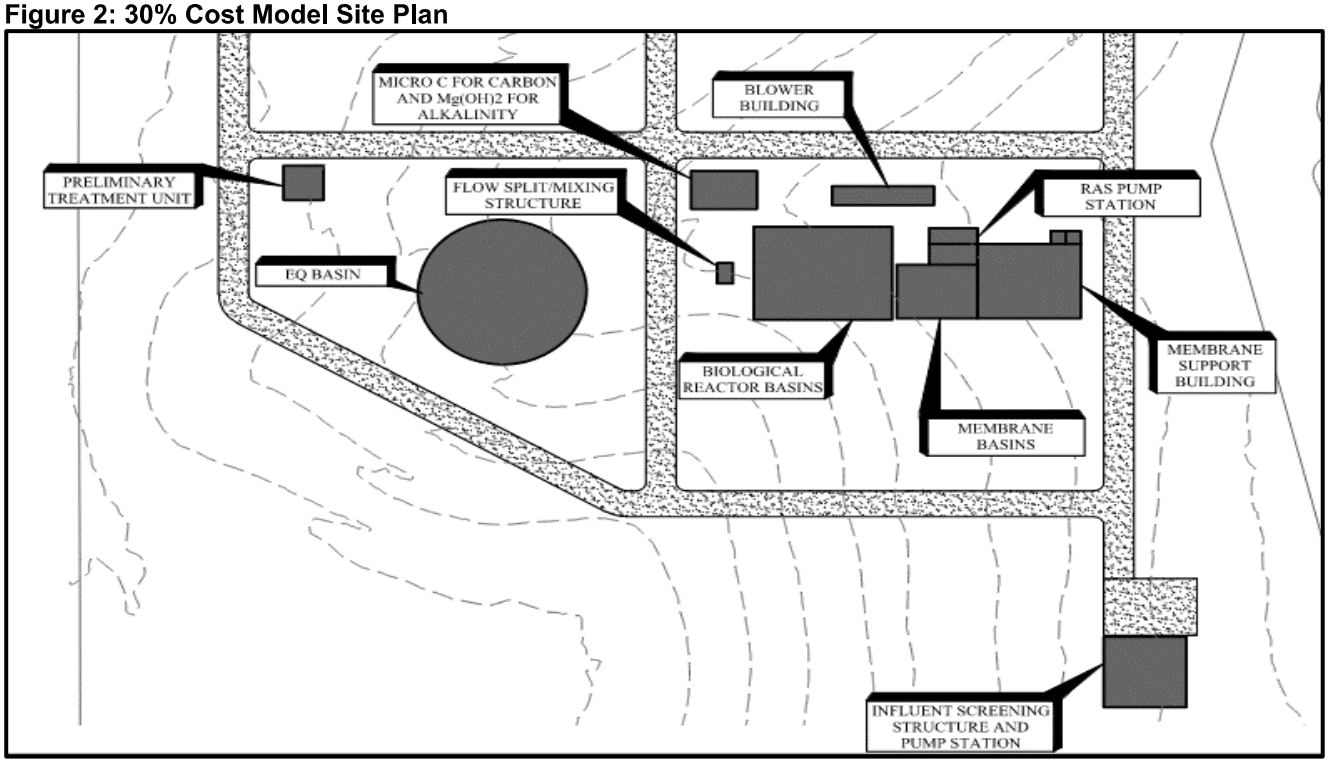


Figure 3: BP07-002 Electrical Site Plan

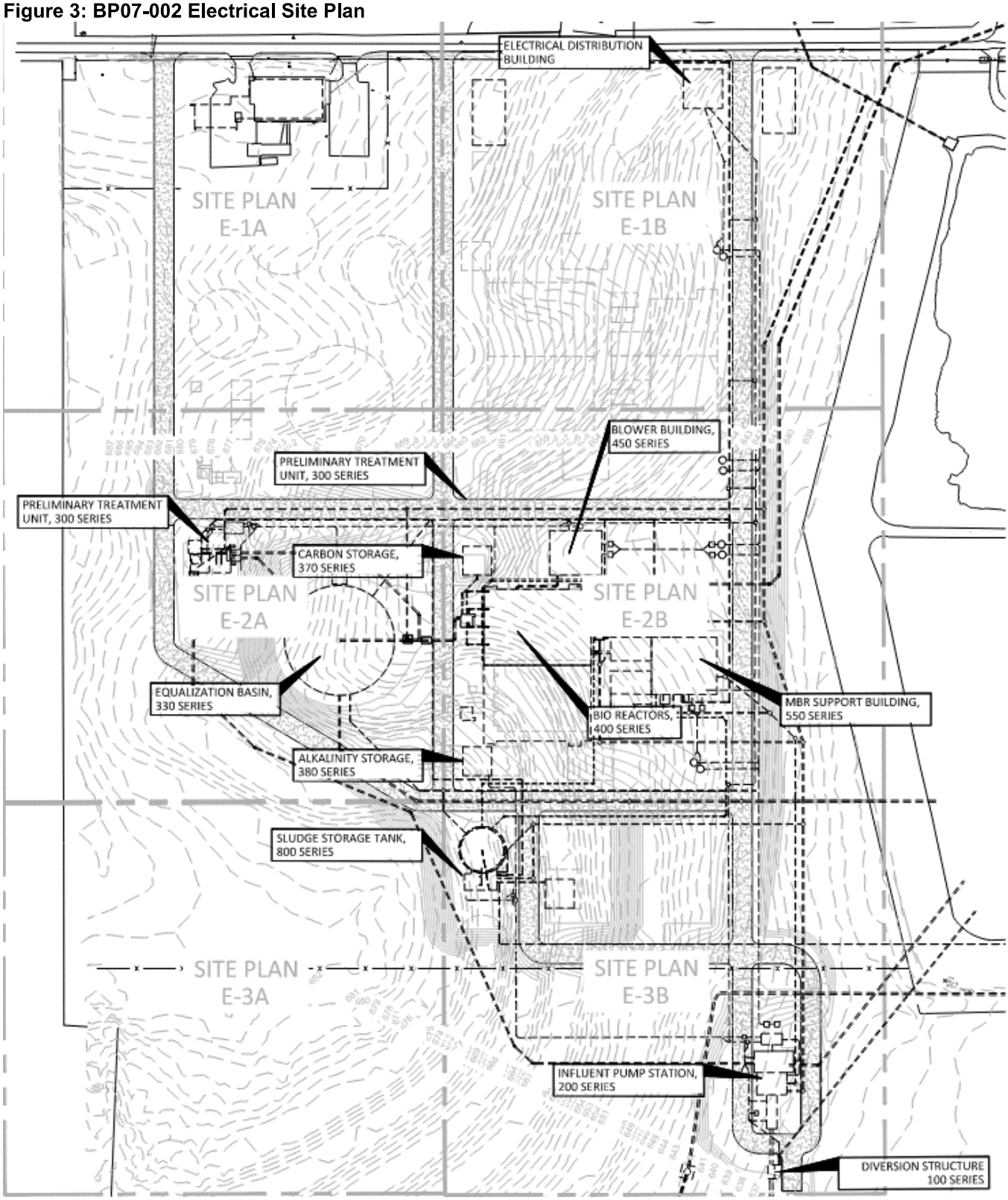


Figure 4: 30% Cost Model Versus Current Forecast GMPH2 Table $288M

GMP	GMP/Work Package Name	30% Cost Model	Forecast Value
PCSA	Preconstruction Services	$ 1,950,000.00	$ 1,950,000.00
PCSB	Procurement Services	$ 915,000.00	$ 915,000.00
	Preconstruction Lump Sum	$ 2,865,000.00	$ 2,865,000.00
GMPA	General Conditions	$ 16,866,305.00	$ 16,866,305.00
GMPB	Site Services	$ 18,399,017.31	$ 18,399,017.31
GMPC	Early Procurement	$ 10,000,000.00	$ 16,800,000.00
GMPD	Grading, Excavation, SOE, Dewatering	$ 12,453,579.16	$ 18,902,635.00
GMPE	Backfill	$ 2,312,395.16	$ 5,068,000.00
GMPF	Underground Piping	$ 41,784,737.61	$ 51,897,700.25
GMPG	Concrete, Miscellaneous Metals	$ 23,241,313.76	$ 35,811,000.00
GMPH	Electrical, Instrumentation	$ 35,530,865.34	$ 19,921,397.00
GMPI	Process Mechanical	$ 30,315,016.30	$ 30,440,624.00
GMPJ	Building Trades	$ 7,813,865.58	$ 7,813,865.58
GMPK	Site Finishes and Startup Support	$ 3,794,221.44	$ 3,794,221.44
	Cost of Work	$ 202,511,316.66	$ 225,714,765.58
9%	Contingency	$ 18,226,018.49	$ 20,314,328.90
	Cost of Work plus Contingency	$ 220,737,335.15	$ 246,029,094.48
12.2%	~Additional GCs (12.2% When >$155M)	$ 11,445,475.22	$ 13,134,721.88
	Subtotal Cost of Work	$ 232,182,810.37	$ 259,163,816.36
9.95%	CMAR Fee	$ 23,102,189.63	$ 25,786,799.73
	Construction Total	$ 255,285,000.00	$ 284,950,616.09
	Preconstruction Plus Construction Total	$ 258,150,000.00	$ 287,815,616.09

*Note: Remaining Values for Partial Packages (C,D,G) are approximations not supported by design or estimates.

*Note: The additional GCs are only calculating on Cost of Work plus Contingency above $138,367,439.73 per Amendment 01.

Contract and Payment Mechanism

It is expected that the components of this work package approval will be invoiced as stated below:

1. BP07-002 – Aboveground Electrical: Will be invoiced a Lump Sum per agreed schedule of values.
2. Contingency: Contingency will be allocated to Cost of Work according to the change management process then invoiced accordingly, generally as a Lump Sum.
3. Construction Fee Insurance will be invoiced at the percentages defined in the Agreement.

Plans and Specifications

The following listing of plans, specifications, and documents were used in the development of vendor bid package for this GMP.

Table 2: Reference Specifications / Drawings

Technical Specification / Drawing Title	Specifications / Drawings
00 01 07	Engineer's Seals Page
26 00 00	Electrical General Provisions
26 05 19	Low Voltage Electrical Power Conductors and Cables
26 05 36	Cable Trays for Electrical Systems

26 27 26	Wiring Devices
26 28 16	Enclosed Switches and Circuit Breakers
26 29 03	Low-Voltage Pilot Control Devices
40 61 00	Instrumentation and Control System General Provisions
40 61 01	Instrumentation and Control System References and Abbreviations
40 61 21	Instrumentation and Control System Testing and Commissioning
40 61 26	Instrumentation and Control System Training
40 61 93	Control System Input-Output List
40 63 43	Programmable Logic Controllers (PLCs)
40 66 00	Control System Network Communication Equipment
40 66 81	Control System Fiber Optic Cable
40 67 00	Control System Panels
40 70 00	Instrument Measuring Devices
40 71 00	Flow Measurement
40 72 00	Level Measurement
40 75 00	Liquid Process Analytical Measurement
Appendix A	Drawings
Appendix B	Reference Specifications
E-001 GENERAL ELECTRICAL NOTES	
E-002 ELECTRICAL LEGEND	
E-003 GENERAL SITE PLAN	
E-004 SOUTH PLANT ONE-LINE DIAGRAM	
E-005 ELECTRICAL SITE PLAN E-1A	
E-006 ELECTRICAL SITE PLAN E-1B	
E-007 ELECTRICAL SITE PLAN E-2A	
E-008 ELECTRICAL SITE PLAN E-2B	
E-009 ELECTRICAL SITE PLAN E-3A	
E-010 ELECTRICAL SITE PLAN E-3B	
E-013 DUCTBANK SECTIONS I	
E-014 DUCTBANK SECTIONS II	
E-015 DUCTBANK SECTIONS III	
E-016 NFPA HAZ. CLASS. AREAS: DIVERSION STRUCTURE AND PIPELINE	
E-017 NFPA HAZ. CLASS. AREAS: INFLUENT PUMP STATION	

E-018 NFPA HAZ. CLASS. AREAS: PTU - LOWER PLAN	
E-019 NFPA HAZ. CLASS. AREAS: PTU - UPPER PLAN	
E-020 NFPA HAZ. CLASS. AREAS: EQUALIZATION BASIN	
E-100 DIVERSION STRUCTURE PLAN & DETAILS	
E-200 AREA PLAN	
E-201 SWITCHBOARD SWBD-200 ONE-LINE DIAGRAM	
E-202 SWITCHBOARD SWBD-200 ELEVATION	
E-203 INFLUENT PUMP STATION	
E-204 ELECTRICAL PAD PLAN	
E-205 PUMP STATION OVERALL PLAN	
E-206 PUMP STATION POWER PLAN	
E-207 COARSE SCREENS POWER PLAN	
E-300 PRELIMINARY TREATMENT UNIT AREA PLAN	
E-301 PRELIMINARY TREATMENT UNIT SWITCHBOARD SWBD-300 ONE-LINE DIAGRAM	
E-302 PRELIMINARY TREATMENT UNIT SWITCHBOARD SWBD-300 ELEVATION	
E-303 PRELIMINARY TREATMENT UNIT RISER DIAGRAMS	
E-304 PRELIMINARY TREATMENT UNIT ELECTRICAL PAD PLAN	
E-305 PRELIMINARY TREATMENT UNIT LOWER LEVEL - UNDERGROUND PLAN	
E-306 PRELIMINARY TREATMENT UNIT LOWER LEVEL - POWER PLAN	
E-307 PRELIMINARY TREATMENT UNIT LOWER LEVEL - LIGHTING PLAN	
E-308 PRELIMINARY TREATMENT UNIT UPPER LEVEL PLAN	
E-330 EQUALIZATION BASIN AREA PLAN	
E-331 EQUALIZATION BASIN POWER PANEL PP-330 ONE-LINE DIAGRAM	
E-332 EQUALIZATION BASIN COMPRESSOR AND ELECTRICAL PAD	
E-350 INTER-PLANT CONNECTION PIPING VALVE AND METER VAULT PLANS	
E-370 CARBON STORAGE POWER PANEL PP-370	
E-371 CARBON STORAGE ELECTRICAL PLAN	
E-380 ALKALINITY STORAGE POWER PANEL PP-380	
E-381 ALKALINITY STORAGE ELECTRICAL PLAN	
E-400 BIOLOGICAL REACTOR BASINS AREA PLAN	
E-400A BIOLOGICAL REACTOR BASINS - ALTERNATIVE - AREA PLAN	
E-401 BIOLOGICAL REACTOR BASINS - BASIN 1 PLAN	
E-401A BIOLOGICAL REACTOR BASINS - ALTERNATIVE - BASIN 1	
E-402 BIOLOGICAL REACTOR BASINS - BASIN 2 PLAN	
E-402A BIOLOGICAL REACTOR BASINS - ALTERNATIVE - BASIN 2	
E-403 BIOLOGICAL REACTOR BASINS - BASIN 3 PLAN	
E-403A BIOLOGICAL REACTOR BASINS - ALTERNATIVE - BASIN 3	

E-404 BIOLOGICAL REACTOR BASINS - BASIN 4 PLAN	
E-404A BIOLOGICAL REACTOR BASINS - ALTERNATIVE - BASIN 4	
E-405 BIOLOGICAL REACTOR BASINS - RISER DIAGRAM - 400-RIO-101	
E-405A BIOLOGICAL REACTOR BASINS - ALTERNATIVE - RISER DIAGRAM - 400-RIO-101	
E-406 BIOLOGICAL REACTOR BASINS - RISER DIAGRAM - 400-RIO-102	
E-406A BIOLOGICAL REACTOR BASINS - ALTERNATIVE - RISER DIAGRAM - 400-RIO-102	
E-450 BLOWER BUILDING - SWITCHBOARD SWBD-450	
E-450A BLOWER BUILDING - ALTERNATIVE - SWITCHBOARD SWBD-450 - LEFT SIDE	
E-451 BLOWER BUILDING - SWITCHBOARD SWBD-450 ELEVATION	
E-451A BLOWER BUILDING - ALTERNATIVE - SWITCHBOARD SWBD-450 - RIGHT SIDE	
E-452A BLOWER BUILDING - ALTERNATIVE - SWITCHBOARD SWBD-450 - ELEVATION AND SCHEDULES	
E-453A BLOWER BUILDING - ALTERNATIVE - POWER PANEL PP-450 ONE-LINE DIAGRAM	
E-454A BLOWER BUILDING - ALTERNATIVE - RISER DIAGRAMS	
E-455 BLOWER BUILDING - RISER DIAGRAMS	
E-455A BLOWER BUILDING - ALTERNATIVE - UNDERGROUND ELECTRICAL PLAN	
E-456 BLOWER BUILDING - UNDERGROUND ELECTRICAL PLAN	
E-456A BLOWER BUILDING - ALTERNATIVE - ELECTRICAL ROOM PLAN	
E-457 BLOWER BUILDING - ELECTRICAL ROOM PLAN	
E-457A BLOWER BUILDING - ALTERNATIVE - BIO-REACTORS AERATION BLOWERS PLAN	
E-458 BLOWER BUILDING - BIO-REACTORS AERATION BLOWERS PLAN	
E-458A BLOWER BUILDING - ALTERNATIVE - MBR AIR SCOUR BLOWERS PLAN	
E-459 BLOWER BUILDING - MBR AIR SCOUR BLOWERS PLAN	
E-459A BLOWER BUILDING - ALTERNATIVE - LIGHTING PLAN	
E-460 BLOWER BUILDING - LIGHTING PLAN	
E-500 MEMBRANE BASIN – AREA PLAN	
E-500 MEMBRANE BASIN – POWER PLAN	
E-500 MEMBRANE BASIN – LIGHTING PLAN	
E-500 MEMBRANE BASIN - RISER DIAGRAMS	
E-501 MEMBRANE BASIN - AREA PLAN	
E-502 MEMBRANE BASIN 1 PLAN	
E-503 MEMBRANE BASIN 2 PLAN	
E-504 MEMBRANE BASIN 3 PLAN	
E-550 MEMBRANE SUPPORT BUILDNG – SWITCHBOARD SWBD-500 ONE-LINE DIAGRAM	

E-551 MEMBRANE SUPPORT BUILDNG – SWITCHBOARD SWBD-500 ELEVATION	
E-552 MEMBRANE SUPPORT BUILDNG – POWER PANEL PP-500 ONE-LINE DIAGRAM	
E-553 MEMBRANE SUPPORT BUILDNG – RISER DIAGRAMS	
E-554 MEMBRANE SUPPORT BUILDNG – UNDERGROUND ELECTRICAL PLAN	
E-555 – BUILDING SUPPORT OVERALL PLAN	
E-556 MEMBRANE SUPPORT BUILDING - ELECTRICAL ROOM	
E-557 BUILDING SUPPORT AREA HVAC POWER PLAN	
E-558 BUILDING SUPPORT AREA LIGHTING PLAN	
E-559 MEMBRANE SUPPORT BUILDING - PUMP GALLERY POWER PLAN	
E-560 BUILDING SUPPORT AREA PLAN	
E-561 MEMBRANE SUPPORT BUILDING - PUMP GALLERY HVAC POWER PLAN	
E-562 – BUILDING SUPPORT PUMP GALLERY LIGHTING PLAN	
E-563 - BUILDING SUPPORT CABLE TRAY SECTION	
E-600 RAS PUMP STATION - PLAN	
E-700 TERTIARY FILTERS – AREA PLAN	
E-701 TERTIARY FILTERS – MCC-1 NORTH AND SOUTH MODFIICATIONS	
E-702 TERTIARY FILTERS – ELECTRICAL BUILDING	
E-703 TERTIARY FILTERS – RELIFT PUMP STATION	
E-704 TERTIARY FILTERS – FILTERS	
E-800 SLUDGE STORAGE TANK AREA PLAN	
E-801 SLUDGE STORAGE TANK POWER PANEL PP-800	
E-802 SLUDGE STORAGE TANK EQUIPMENT PAD POWER PLAN	
E-803 SLUDGE STORAGE TANK EQUIPMENT PAD LIGHTING PLAN	
E-9000 - STANDARD CONTROL SCHEMATICS I	
E-9001 - STANDARD CONTROL SCHEMATICS II	
E-9002 - STANDARD CONTROL SCHEMATICS III	
E-9003 - STANDARD CONTROL SCHEMATICS IV	
E-9004 - STANDARD CONTROL SCHEMATICS V	
E-9005 - STANDARD DETAILS I	
E-9006 - STANDARD DETAILS II	
E-9007 – STANDARD DETAILS III	
E-9008 – STANDARD DETAILS IV	
E-9009 – STANDARD DETAILS V	
E-9010 - STANDARD DETAILS VI	
E-9011 - STANDARD DETAILS VII	
E-9012 - STANDARD DETAILS VIII	
IC-101 PROPOSED PLANT SYSTEM ARCHITECTURE	

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IC-201 - PLC-101 PANEL INPUT-OUTPUT LIST	
IC-300 - PLC-101 PANEL	
IC-301 - PLC-101 PANEL INPUT-OUTPUT LIST	
IC-330 - RIO-101 PANEL	
IC-360 - PLC-101 PANEL	
IC-370 - PLC-101 PANEL	
IC-380 - PLC-101 PANEL	
IC-400 - RIO-101 PANEL	
IC-400A BIOLOGICAL REACTOR BASINS - ALTERNATIVE - 400-RIO-101 PANEL	
IC-401 400-RIO-102 PANEL	
IC-401A BIOLOGICAL REACTOR BASINS - ALTERNATIVE - 400-RIO-102 PANEL	
IC-450 - 450-PLC-101 PANEL	
IC-451 - 450-PLC-101 PANEL INPUT-OUTPUT LIST	
IC-452 BLOWER BUILDING - MOTOR CONTROL CENTER MCC-450 NETWORK MODIFICATIONS	
IC - 500-PLC-101 PANEL	
IC - 501-PLC-101 PANEL INPUT-OUTPUT LIST	
IC - 700-PLC-101 PANEL	
IC - 800-RIO-101 PANEL	
Addendum No. 1 Dated January 8, 2024	
Addendum No. 2 Dated January 12, 2024	
Addendum No. 3 Dated January 23, 2024	
Addendum No. 4 Dated January 25, 2024	
Addendum No. 5 Dated January 30, 2024	
Addendum No. 6 Dated February 2, 2024	

BID FORM

Bid Package: BP07-002 Above Ground Electrical
Bidder Name: ALTERMAN

SCOPE DESCRIPTION

1. Mobilization, April 1, 2024, to include but not limited to office trailer(s), laydown area, management plans, P6 schedule with equipment and labor loaded, any additional testing, safety, quality, and environmental plan.
2. Subcontractor is required to attend and participate in safety meetings and schedule meetings which includes post-incident and reasonable suspicion drug and alcohol testing. Minimum 4 hours indoctrination required for all employees on site. Any work outside of normal hours needs to be scheduled and approved ahead of time with approval from CMAR.
3. Demobilization will need to be completed within 2 weeks of substantial completion or notification by CMAR.
4. CMAR shall provide benchmark survey once in the vicinity of subcontracted work. Subcontractor shall be responsible for necessary field measurements, verification of measurements, additional survey and final layout as required for installation of their work.
5. Subcontractor to include as-builts drawing markups as required. Survey request must be submitted 48 hours in advance. Unless specifically excluded, Bidder's pricing should include all overhead and indirect costs, including but not limited to project management, administrative work, office rent & utilities, invoice preparation costs, insurance costs, financing costs, personal protective equipment (PPE), tools, and supplies purchases, fuel, and maintenance. Must include all applicable subcontractor coordination.
6. Maintaining access to the work, incidental weather condition access, layout, line and grade, waterproofing, equipment, and night work.
7. Must perform and maintain a material receiving report. Must notify CMAR of scope and/or change orders as they occur. Must follow CMAR and OSHA safety requirements.
8. Subcontractor is responsible for any additional testing if necessary. Subcontractor shall provide required quality and turnover documentation to the CMAR in an organized format as specified by CMAR. Any electronic files must follow a naming convention and organization specified by CMAR.
9. Subcontractor must provide their own OSHA compliant rigging from the hook down.
10. Subcontractor must adhere to the CMAR's crane policies and information. Subcontractor must acknowledge crane pad layout. Must coordinate weekly crane schedule meetings with CMAR.
11. Submission of a 4-week look-ahead schedule on a weekly basis and an overall Critical Path Method (CPM) schedule showing all activities monthly. All equipment mobilized to the project site shall be in safe working order.
12. Subcontractor is responsible for coordination with other trades and bid packages to ensure correct and timely installations and protection of finished work.
13. Must perform and maintain a material receiving record. Must notify CMAR of scope and/or change orders as they occur. Must follow CMAR and OSHA safety requirements. Subcontractor is responsible for any additional testing if necessary. Must create and maintain As-Builts. Bidder shall provide required quality and turnover documentation to the CMAR in an organized format as specified by CMAR. Any electronic files must follow a naming convention and organization specified by CMAR.
14. Subcontractor is responsible for their own material receiving.
15. Cranes to be provided by CMAR. Must coordinate weekly crane schedule meetings with CMAR. Submission of a 4-week look-ahead schedule on a weekly basis and an overall Critical Path Method (CPM) schedule showing all activities monthly. All equipment mobilized to the project site shall be in safe working order.
16. Subcontractor to adhere to Davis-Bacon wage requirements.
17. Personal Protective Equipment (PPE) to include hard hats, safety glasses, safety vest, steel toe boots, and work gloves. PPE shall be worn 100% of the time while performing work onsite. If applicable, Bidder shall provide PPE, including fall protection equipment and devices. Bidder will be back charged for any PPE or other safety equipment that CMAR supplies on their behalf.
18. All employees must attend a 4-hour site orientation meeting prior to working onsite. Supervisors or foreman will attend weekly site coordination meetings. All employees will attend monthly safety meetings.
19. Liquid Damages as applicable.
20. Within 30 days of notice of award, Subcontractor will need to integrate with project CPM and coordinate with other successful bidders to achieve project milestones.
21. Subcontractor will be responsible for site cleanup on a daily basis and may need to dedicate staff to help with cleanup. Subcontractor will be responsible for getting any waste to the dedicated waste disposal locations (provided by CMAR).
22. Subcontractor is responsible for all required permits and inspections for the work completed. If exclusions apply, Subcontractor will be responsible for communicating those in their proposal.
23. Subcontractor accepts terms and conditions contained in the Instructions to Bidders.
24. Provide a 100% performance and payment bond.
25. Supply and install all conduit and hanging hardware for operations indoors or outdoors as well as hazardous or corrosive areas in accordance with the drawings and specifications.
26. Unload, properly store, install, test, startup and commission of all CMAR furnished electrical gear. Provide support hardware as required. Procure and install all non-CMAR furnished gear for power distribution as outlined on the one-line diagrams. Exclude installation of pad mounted switches PMS-S1 and PMS-S2. Exclude installation of transformers S-T5, S-T6, S-T1, S-T2, S-T3, S-T3
27. Complete and properly document the testing and startup of electrical distribution system as described in the specifications.
28. Supply and install all wire as well as all terminations and testing required. Exclude all procurement, installation, termination, and testing of MV cabling.
29. Supply and install complete and operational lighting system including fixtures and controls. Exclude the installation of (20) pole lights, including conduit and wire, along streets.
30. Supply and install complete grounding system including buried wire loops, ground rods, ground wells and connections to new and existing structures or equipment as shown on the drawings and described in the specifications. Connections to duct banks and integration with underground package system to be included. Exclude all duct bank, manhole and light pole grounding.
31. Supply and install complete lightning protection system as shown on the drawings and specifications.
32. Subcontractor is responsible for procurement and coordination with an I&C subcontractor to produce a complete and operational system as shown on the drawings and described in the specifications. Excluding Programmable Logic Controller (PLC) programming and Human Machine Interface (HMI) graphics configuration and development. System Integrator to furnish PLC hardware and field instrumentation.
33. Alternate #2 is the deletion of MCC-450 in the blower building. In lieu of MCC-450, CMAR will be providing individual breakers, VFDs and starters to facilitate adjustment shown on drawings and installed by the Subcontractor.

Item	Technical Specification / Drawing Title	Revision No.
1	Specifications for South Wastewater Treatment Plant - MBR Electrical AG Package BP07-002	YES
2	CMAR Project Schedule (P6)	YES
3	Draft Subcontract	YES
4	CMAR Written Site Specific Safety Plan	YES
5	CMAR Written Site Specific Quality Plan	YES
6	TSCD Plan	YES
7	Crane Policies and Information	YES
8	Expected Delivery Dates and List of CMAR Furnished Electrical Gear	YES
9	Addendum 1 BP07-002 Above Ground Electrical	YES
10	Addendum 2 BP07-002 Above Ground Electrical	YES
11	Addendum 3 BP07-002 Above Ground Electrical	YES
12	Addendum 4 BP07-002 Above Ground Electrical	YES
13	Addendum 5 BP07-002 Above Ground Electrical	YES
14	Addendum 6 BP07-002 Above Ground Electrical	YES

BID ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Diversion Structure	1	LS		$ 1,296,600
2	Influent Pump Station	1	LS		$ 747,500
3	Preliminary Treatment Unit	1	LS		$ 568,100
4	Equalization Basin	1	LS		$ 174,100
5	EQ Basin Flow Control Valve Structure	1	LS		$ 13,900
6	EQ Flow Meter Structure	1	LS		$ 12,300
7	Carbon Storage Area	1	LS		$ 209,200
8	Alkalinity Storage Structure	1	LS		$ 218,800
9	Influent Splitter Box	1	LS		$ 15,500
10	Biological Reactor Basin	1	LS		$ 647,500
11	Blower Building	1	LS		$ 911,500
12	Effluent Filters	1	LS		$ 264,700
13	Relift Pump Station	1	LS		$ 321,000
14	Sludge Storage Tank	1	LS		$ 398,600
15	Membrane Basins	1	LS		$ 265,000
16	Membrane Support Building	1	LS		$ 769,200
17	RAS Pump Station	1	LS		$ 141,500
18	Startup Services	1	LS		$ 75,500
19	Control System Integrator services (programming by others)	1	LS		$ 3,894,200
				SUBTOTAL BASE BID SCOPE =	$ 11,207,400
				PAYMENT AND PERFORMANCE BOND RATE =	$165,983

Alternatives

BID ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	80 Hours of Additional Startup Services (Include Rate Sheet)	80	Hours	102	$ 8,160
2	Deletion of MCC-450 (Gear provided by CMAR)	1	LS	Deduct	$ 262,700
				SUBTOTAL ADDITIVE ALTERNATES =	$ 8,160
				TOTAL BID PRICE (Subtotal Base Bid Scope + Subtotal Additive Alternates) =	$11,215,560

Total Bid Price (Subtotal Base Bid Scope + Subtotal Additive Alternates) is the Price used in the Best Value Scoring Matrix evaluation of the Bid.

Questions for Bidders	Answer (Yes/NO)	Additional/Clarifying Notes
Do you have experience working with the City of Sherman?	YES	
Do you have experience with Alternative Delivery Projects?	YES	
Bidder will be responsible for coordinating/scheduling with other trades. Do you agree to coordinate with CMAR and other trades to complete work within issued pre bid schedule?	YES	
A performance bond will be required for this work. Will you be able to obtain a performance bond within 15 days of notice of award?	YES	
Will you require warehouse space? Include needs in additional/clarifying notes. Bidder will be responsible for their own forklifts and other equipment to perform the work.	YES	
Bidder should include a copy of their rate sheet for startup services. Is a copy of your rate sheet included with your proposal?	YES	
Is Bidder capable and willing to support multiple shift operations if requested by CMAR?	YES	
Have you completed the exceptions and assumptions tabs of this document and included in your submittal?	YES	
Do you agree to the commercial terms in the attached draft subcontract?	YES	
Do you agree to liquidated damages of $1,000 day will apply to P6 Schedule, quality and turnover documents, integration into Project CPM within 30 days of NOA, submittal of schedule of submittals within 10 days of NOA, delays caused to other subcontractors?	YES	
Provide above ground electrical contractor's selected control system integrater	YES	

Bidder acknowledges receipt of the listed Addenda to the RFP. Such Addenda were received prior to submittal of this bid and are made part of Bidder's pricing.

Addendum No.	1	Addendum No.	2
Date:	1/8/2024	Date:	1/12/2024
Addendum No.	3	Addendum No.	4
Date:	1/23/2024	Date:	1/25/2024
Addendum No.	5	Addendum No.	6
Date:	1/30/2024	Date:	2/2/2024

SUBMITTED BY

Name:	RANDY RITZENTHALER
Signature:	Randy Ritzenthaler
Title:	INDUSTRIAL MANAGER DFW
Date:	2/5/2024
FOR	
Company:	ALTERMAN
Address:	600 EAST DALLAS ROAD STU # 300
	GRAPEVINE, TX 75021
Phone:	469-236-6025
E-Mail:	randy.ritzenthaler@golaterman.com

VALUE ENGINEERING CONCEPTS:

As part of the bid, if Subcontractor has ideas on cost savings and value engineering while meeting the specifications and the required quality for the Project, please include any potential concepts and the reduction in price in the below table. Additional rows can be added as required. All value engineering ideas will need to be evaluated by the CM/GC, the Client, and the Engineer of Record. Additional information may be required from the Subcontractor.

	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	REDUCTION IN PRICE
VE1	Value Engineering - Concept 1				
VE2	Value Engineering - Concept 2				

Date: February 7, 2024
To: Bidding Contractor
Attn: Estimating
Ref: Sherman South WWTP Above Ground Electrical Scope Letter

Alterman Bid # 1124

Alterman is pleased to submit this proposal for the following scope of work to be completed for the project referenced above according to the following:

REFERENCE DOCUMENTS

Drawings: E-001-E015, E-100, E-200-E-207, E-300-E-308, E-330-E-332, E-350, E-370-E-371, E-308-E381,
Drawings: E-400-E-406, E-450-E-455, E-550-E-553, E-800-E-803, E-900C, E-9001-E-9003,E-9005, E-9006.
Date: 12/18/2024
Prepared by: Plummer | Plummer
Addendums: 6

SCOPE OF WORK

ELECTRICAL

Specifications

26 00 00	Electrical General Provisions	26 27 26	Wiring Devices
26 05 19	LV Electrical Power Conductors and Cables	26 28 16	Enclosed Switches and Circuit Breakers
26 05 36	Cable Trays for Electrical Systems	26 29 03	Low-Voltage Pilot Control Devices
26 05 53	Identification for Electrical Systems		

Detailed Scope

- Coordinate the electrical utility service with the local utility provider.
- Provide and install the wire and cable in the conduits from phase 1, for a complete electrical system.
- Provide and install the secondary side of the electrical service.
- Provide labor and equipment for excavating and backfilling duct bank trenches.
- Provide and install underground raceways, fittings, supports, and hardware.
- Provide and install the manhole on sheet E-700 North.
- Provide and install the 2ea manholes on sheet E-007.
- Provide and install the aboveground raceways, fittings, supports, and hardware.
- Provide and install the wireways, pullboxes, and junction boxes.
- Provide and install the power and control conductors.
- Provide and install the grounding and bonding.
- Provide and install the light fixtures and lighting controls per the provided fixture schedule.
- Provide and install the miscellaneous wiring devices (switches, receptacles, etc.).
- Provide and install the lightning protection system.
- Provide labor and equipment to install electrical and control items furnished but not installed by others (i.e. vendors, manufacturers, etc.). Electrical and control items must be shown on the referenced documents and/or coordinated prior to bid.
- Provide electrical testing and studies for the items furnished and listed on this proposal.

- Provide labor and equipment to set and install the CMAR provided electrical gear.
- Provide Disconnects only, no other Switch Boards, MCC's, Panels, Xfmr's Etc. Other than the items listed below.
- Provide Combo Starters for Bid Item-11:AERATION BLOWER 2 450-BL-121,AERATION BLOWER 4 450-BL-14' AERATION BLOWER 1 450-BL-111, AERATION BLOWER 3 450-BL-131
- Provide Harmonic Filters for bid Item-11:BLOWER-2 500-BL-121,BLOWER-4 500-BL-141,BLOWER 1 450-BL-11 BLOWER 3 450-BL-131, BLOWER-1 500-BL-111, BLOWER-3 500-BL-131,BLOWER 2 450-BL-121, BLOWER 4 450-BL-141
- Provide Combo Starters for Bid Item-16: MBR SUPPLY FAN MBR-SF-02, MBR SUPPLY MBR-EF-03, MBR SUPPLY FAN MBR-SF-03, MBR SUPPLY MBR-EF-04, MBR STORAGE ROOM MBR-EF-01, MBR STORAGE ROOM MBR-SF-01, SUPPLY FAN 2 MBR-SF-02, SUPPLY FAN 3 MBR-SF-03, EXHAUST FAN 3 MBR-EF-03, EXHAUST FAN 4 MBR-EF-04.
- Provide Combo Starters for Bid Item-14: SLUDGE HOLDING TANK BLOWER 1 COOLING FAN, SLUDGE HOLDING TANK BLOWER 2 COOLING FAN
- Provide Harmonic Filters for bid Item-14: 125HP FILTER SLUDGE -1, 125HP FILTER SLUDGE -2

INSTRUMENTATION AND CONTROLS

Specifications

40 61 00	I&C System General Provisions	40 66 81	Control System Fiber Optic Cable
40 61 01	I&C System References and Abbreviations	40 67 00	Control System Panels
40 61 21	I&C System Testing and Commissioning	40 70 00	Instrument Measuring Devices
40 61 26	I&C System Training	40 71 00	Flow Measuring Devices
40 61 93	Control System Input -Output List	40 72 00	Level Measurement
40 63 43	PLC	40 75 00	Liquid Process Analytical Measurement
40 66 00	Control System Network Communication Eq		

Detailed Scope

- Provide, install, startup and commission PLC Control Panels per plans and specifications.
- Influent Lift Station 200-PLC-101, Pretreatment Unit 300-PLC-101, Blower Building 450-PLC-101, Membrane Support 550-PLC-101, Equalizing Basin 330-RIO-101, Carbon Building 370-RIO-101, Alkalinity Building 380-RIO-101, Reactor Basins 1-2 400-RIO-101, Reactor Basin 3-4 400-RIO-102, Sludge Holding Tank 800-RIO-101.
- Provide, install, startup and commission Field Control Panels per plans and specifications. 400-SCP-111, 400-SCP-131, 400-SCP-121, 400-SCP-141
- Provide, install, startup and commission (8) Float Switches (Ball) per the plans and specifications. 200-LSH-111, 200-LSH-121, 200-LSL-111, 200-LSL-121, 600-LSH-101, 600-LSL-101, 700-LSH-101, 700-LSL-101.
- Provide, install, startup and commission (1) Float Switch (Plunger) per the plans and specifications. 300-LSH-101 FLOW CONTROL VAULT HIGH
- Provide, install, startup and commission (8) Submersible Level per the plans and specifications. 200-LT-111, 200-LT-121, 300-LT-101, 400-LT-111, 400-LT-121, 400-LT-121, 400-LT-121, 800-LT-101
- Provide, install, startup and commission (9) Radar Level Meters per the plans and specifications. 100-LIT-101, 100-LIT-102, 300-LIT-101, 370-LIT-111, 370-LIT-121, 380-LIT-111, 380-LIT-121, 400-LIT-101 700-LIT-101.
- Provide, install, startup and commission (12) Electromagnetic Flow Meters per the plans and specifications. 200-FIT-101, 350-FIT-101, 370-FIT-101, 380-FIT-101, 400-FIT-114, 400-FIT-115,400-FIT-124,400-FIT-125

400-FIT-134, 400-FIT-135, 400-FIT-144, 400-FIT-145.

- Provide, install, startup and commission (12) Thermal Mass Flow Meters per the plans and specifications. 400-FIT-111, 400-FIT-112, 400-FIT-113, 400-FIT-121, 400-FIT-122, 400-FIT-123,400-FIT-131,400-FIT-132 400-FIT-133, 400-FIT-141, 400-FIT-142, 400-FIT-143.
- Provide, install, startup and commission (8) Pressure Indicating Pressure Transmitters per the plans and
- specifications.
  200-PIT-101, 370-PIT-101, 380-PIT-101, 400-PIT-101, 500-PIT-101,500-PIT-111,500-PIT-111,500-PIT-131
- Provide, install, startup and commission (25) Pressure Gauges per the plans and specifications. 201-PI-111, 201-P1-121, 201-PI-131, 201-PI-141, 300-PI-111, 300-PI-121, 330-PI-111, 370-PI-141, 370-PI-151, 370-PI-161, 380-PI-111, 380-PI-121, 380-PI-131, 400-PI-1000, 400-PI-2000, 400-PI-3000, 400-PI-4000, 400-PI-1001, 450-PI-101, 450-PI-200, 600-PI-111, 600-PI-121, 600-PI-131, 600-PI-141, 600-PI-151.
- Provide, install, startup and commission (12) Analytical Controller/Transmitter per the plans and specs. 400-AIC-111, 400-AIC-112, 400-AIC-113, 400-AIC-121, 400-AIC-122, 400-AIC-123, 400-AIC-131, 400-AIC-132, 400-AIC-133, 400-AIC-141, 400-AIC-142, 400-AIC-143.
- provide, install, startup and commission (12) Analytical PH/Temp Sensor per the plans and specifications. 400-AE-111A, 400-AE-111C, 400-AE-113A, 400-AE-121A, 400-AE-121C, 400-AE-123A, 400-AE-131A, 400-AE-131C, 400-AE-133A, 400-AE-141A, 400-AE-141C, 400-AE-143A.
- Provide, install, startup and commission (12) Analytical ORP Sensor per the plans and specifications. 400-AE-111B, 400-AE-111D, 400-AE-113B, 400-AE-121B, 400-AE-121D, 400-AE-123B, 400-AE-131B, 400-AE-131D, 400-AE-133B, 400-AE-141B, 400-AE-141D, 400-AE-133B.
- Provide, install, startup and commission (12) Analytical DO Sensor per the plans and specifications. 400-AE-112B, 400-AE-112D, 400-AE-113D, 400-AE-122B, 400-AE-122D, 400-AE-123D, 400-AE-132B, 400-AE-132D, 400-AE-133D, 400-AE-142B, 400-AE-142D, 400-AE-143D.
- Provide, install, startup and commission (4) Analytical Turbidity and Suspended Solids Sensor per the plans
- and specifications.
  400-AE-113E, 400-AE-123E, 400-AE-133E, 400-AE-143E.
- Provide, install, startup and commission (4) Analytical Nitrate Sensor per the plans and specifications. 400-AE-113, 400-AE-123C, 400-AE-133C, 400-AE-143C.
- Provide, install, startup and commission (16) Ammonia Sensor per the plans and specifications. 400-AE-111E, 400-AE-112A, 400-AE-112C, 400-AE-113F, 400-AE-121E, 400-AE-122A, 400-AE-122C, 400-AE-123F, 400-AE-131E, 400-AE-132A, 400-AE-132C, 400-AE-133F, 400-AE-141E, 400-AE-142A. 400-AE-142C, 400-AE-143F.
- Provide, terminate and test 6 strand 50un multimode cable per the plans and specifications. From Reactor Trains 1 & 2 to Blower Building, From Reactor Trains 3 & 4 to Blower Building, From Blower Building to Membrane Building, From Blower Building to Pretreatment, From Membrane Building to Influent PS, From Membrane Building to North SCADA System, From Sludge Storage Tank to ILS 200-PLC-101.

- Qualifications:
- Provide the following per specifications for the equipment furnished in our scope: Submittals and O&M Manuals,Training for Owners personnel,Startup and Commissioning,Field Terminations Spare Parts, Tests and Testing Documentation as required in the specs.1.Un-witnessed Factory Test (UFT) 2. System Integration Test (SIT) 3. Witnessed Factory Test (WFT) 4. Operational Readiness Test (ORT) 5. Functional Demonstration Test (FDT) 6. 30-Day Site Acceptance Test (SAT)
- Provide Process Control System Integration and related services required to achieve a fully integrated

and operation system per the plans and specifications.
- Provide and terminate field Surge Suppression and/or Isolation barriers for instruments provided in this BOM.

- Exclusions:
- Application Services by Others.
- Any equipment or work associated with Vendor Provided equipment or panels including terminations, testing, programming, surge protection, communications equipment, etc.
- Mechanical installation of in-line devices (flow meters, valves, etc.).
- Furnishing and installation of stilling wells, piping saddles, mating flanges/sleeves, process taps, and isolating valves required to connect field instrumentation.

CLARIFICATIONS & QUALIFICATIONS

- Alterman includes startup assistance for the scope provided herein.
- Alterman includes required documentation and management for the scope provided herein. A formal notice of intent to award is required to begin material and equipment submittals. Alterman will place priority on submittal packages for projects under signed contract.
- Alterman has tried to account for any discrepancy's in the plans and specs, it our intent to provide a complete package by working directly with our Eaton Switchgear Provider, and our Integration Contractor.

EXCLUSIONS

- Utility company service charges and administration fees.
- Existing utility service size and condition.
- Demolition and removal of any underground concrete duct banks.
- Supply and installation of hydraulic equipment (i.e. motors, pumps, valves, blowers, appliances, etc.).
- HVAC equipment, controls, and installation.
- Saw cutting and replacing concrete and asphalt.
- Functionality and warranty of existing electrical and control systems.
- Safety and functionality of existing electrical systems by others, during or prior to work described herein (i.e. owner's maintenance departments, maintenance contracts, etc.).
- Solid rock excavation.
- Spoil relocation from work area/site and all associated fees.
- Dumpsters and portable toilets.
- Sandblasting or Painting.
- Potholing, investigative excavation, location services, and all associated fees.
- Dewatering.
- Tunneling and boring for the installation of underground raceways.
- Provide and install the heat tracing.
- Supply and installation of insulation and stainless steel jacketing for heat traced piping system.
- Overtime, expediting, and acceleration fees.
- Taxes.

TERMS

- This proposal is based solely on the Engineer-furnished design documents. Alterman does not include

assumed clarifications. Alterman shall not be responsible for any costs or expenses necessitated by changes and/or corrections due to errors or omissions in the design documents.

- Any design services provided by Alterman will be reviewed by the Engineer to assure acceptability when integrated with the entire work. Owner is entitled to rely on the accuracy and completeness of design services or certificated provided by Alterman only to the extent that design responsibility is specifically delegated to Bidder by agreement in writing and all design and performance criteria are furnished to Alterman.
- Price is contingent upon execution of a mutually acceptable contract and project schedule
- Price is valid for 30 days from proposal date.

PRICING

Total:	**$**	**11,207,400**
Bond Premium ADDER (not included in Total)	$	165,983
ALT - Delete MCC-450	$	262,700

We appreciate the opportunity to submit this proposal. If there are any questions, please contact us.

Sincerely,

Randy Ritzenthaler
Industrial Division
Mobile: (469) 236-6423
randy.ritzenthaler@goalterman.com

Alterman

Wired for Excellence Since 1923

BID PROPOSAL

South Wastewater Treatment Plant – MBR

Bid Package – BP08-001 Above Ground Electrical

FOR
CITY OF SHERMAN

14703 Jones Maltsberger • San Antonio, TX 78247 | 17750 Lookout Rd Suite 150 • Schertz, TX 78154 | 5905 Williamson Rd • Creedmoor, TX 78610
1340 Airport Commerce Dr. Suite 425 • Austin, TX 78741 | 600 E. Dallas Rd Suite 300 • Grapevine, TX 76051 | 4115 Dona Ana Rd • Las Cruces, NM 88007

Phone: (210) 496-6888 • Fax: (210) 496-7349
www.GoAlterman.com

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New Mexico Electrical Contractor's License No. 404538 • Regulated by The New Mexico Regulation & Licensing Department | P.O. Box 400790, San Antonio, Texas 78260 • (505)476-4500 • www.rld.nm.gov

STATEMENT OF RESPONDENT'S QUALIFICATIONS

(To be submitted by the RESPONDENT ONLY upon the request of the City)

To allow the City to determine the lowest responsible RESPONDENT, the following information shall be provided. Attach separate sheets as needed.

1. Name of RESPONDENT
   Alterman, Inc.

2. Type of organization, i.e., corporation, sole proprietor, partnership, etc.
   Corporation

3. Permanent main office address.
   600 E. Dallas Rd., Suite 300, Grapevine, TX 76051

4. When organized.
   2008

5. If a corporation, where incorporated.
   State of Texas

6. State how many years have you been engaged in the contracting business under your present firm or trade name, and give all other names under which your organization has operated in the last 10 years.
   100 years

7. State the name of all corporate officers, or partners, or the owners, as appropriate.
   See Attached

8. State the company tax identification number, or, if a sole proprietor, the proprietor's social security number.
   See Attached

9. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate dates and current percent of completion). Provide name, address, and telephone number of the project owner and the engineer.
   See Attached

10. General character of work performed by your company.
    Electrical

11. Have you ever failed to complete any work awarded to you?
    No

12. Have you ever defaulted on a contract? If so, where and why?
    No

13. List your important projects, of similar size recently completed by your company, and for whom, stating the approximate cost for each, and the month and year completed. Provide name, address, and telephone number of the project owner and engineer.
    See Attached

14. List your major equipment available for this contract.
Crane rented from Howell Crane and Rigging, Inc.

15. Experience in construction work similar in importance to this project.
See Attached

16. Background and experience of the principal members of your organization, including the officers and the proposed Project Superintendent.
See Attached

17. Credit available.
$15 million line of credit remain fully available

18. Give three credit references, one of which must be a financial institution.
See Attached

19. State the name and address of each of your Workmen's Compensation insurance carriers for the last 5 years.
Amerisure Insurance Company
131 Interpark Blvd., San Antonio, TX 78216

20. List each claim made against you by your employees or third parties for personal injury, death, or property damage in each of the last 3 years.

See Attached

21. List any and all litigation including arbitration, administrative proceedings, and mediation in which you have been a plaintiff or defendant involving any owner, architect or engineer over the past 5 years. This list should be in sufficient detail to explain the positions of the various parties and the ultimate outcome as to the damages awarded (if any). This list shall be considered material as respects the final awarding of any contract connected with the bid. (State "none" or submit information on attached sheet).
None

22. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the OWNER in verification of the recitals comprising this Statement of Respondent's Qualifications

Dated at_____, this_____day of_____20_____.

_____
Name of Respondent

By:_____

Title:_____

STATE OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that he is
_____, of_____, and that the answers to the foregoing questions
(name of supplier)
and all statements therein contained are true and correct.

Subscribed and sworn to before me this_____day of_____, 20_____.

_____
Notary Public
My commission expires:_____

Alterman

Wired for Excellence Since 1923

General Information

Alterman, Inc. (Incorporated on January 1, 2008) Parent Co.: Alterman Management Group, Inc.
FKN: *Nathan Alterman Electric Co., Ltd.* Grandparent Co.: Alterman Group Inc.

Physical Addresses

Corporate Office
3510 N Loop 1604 E
San Antonio, TX 78247
210-496-6888

San Antonio Office
14703 Jones Maltsberger
San Antonio, TX 78247
210-496-6888

Austin Office
1340 Airport Commerce Dr.,
Suite 425, Austin, TX 78741
512-836-3950

Schertz Office
17750 Lookout Rd., #150
Schertz, TX 78154
210-496-6888

New Mexico Office
22900 Stern Dr.
Anthony, NM 88021
575-525-0702
(Effective April 2023)

Creedmoor Office
5905 Williamson Rd.
Creedmoor, TX 78610
512-243-2281

Grapevine Office
600 E. Dallas Rd., Suite 300.
Grapevine, TX 76051
469-629-6522

Billing Address
P.O. Box 700490
San Antonio, TX 78270

Officers	Title	Yrs w/ Co.	Yrs in Industry	Yrs in Position
Greg Padalecki	President & CEO	24	29	5
Ron Caccamese	EVP – Strategic Workforce Solutions	37	41	1
Chris Blanton	VP – San Antonio	2	29	1
Paul Mendoza	VP – Austin	26	26	5
Nelson Froboese	VP – Industrial Division	10	49	3
Jon Atteberry	VP – Safety	2	25	1
Harvey Zapata	Director Estimating & Pre-Construction	23	34	3

Primary Scopes

Division 26 – Electrical **Division 27** – Communications **Division 28** – Electronic Safety & Security

Federal Tax ID Numbers

Alterman, Inc. 74-1046488 **Alterman Management Group** 74-2900357
Alterman Group, Inc. 74-2316654 **Texas Sales Tax Number** 1-741046488-1

Alterman, Inc. Certificate of Filing - Texas 801068034

IBEW LOCAL 60 UNION (SA) **(Collective Bargaining Agrmt exp. 05-31-23)**
IBEW LOCAL 520 UNION (Austin) **(Collective Bargaining Agrmt exp. 06-01-25)**
IBEW LOCAL 20 UNION (Dallas) **(Collective Bargaining Agrmt exp 11-30-25)**
IBEW LOCAL 278 UNION (Corpus) **(Collective Bargaining Agrmt exp 08-31-23)**
IBEW LOCAL 583 UNION (El Paso +NM) **(Collective Bargaining Agrmt exp 12-31-24)**
IBEW LOCAL 602 UNION (Lubbock & Midland/Odessa) **(Collective Bargaining Agrmt exp 08-31-25)**

Licenses

Electrical Contractors: License #17043 (Exp.7/13/23)
by: Texas Department of Licensing and Regulation

Security Alarm: License # B12899 (Exp. 2/28/24)
by: The Texas Private Security Bureau

Gregory A. Padalecki Master Electrician License # 282929 Expires 04/19/2023

CELEBRATING 100 YEARS

Alterman

Wired for Excellence Since 1923

Fire Alarm Certificate: License #ACR-1828 **(Exp. 3/4/24)**
by: Texas Department of Insurance State Fire Marshall's Office

NM Electrical Contractors: License #404538 – EE98, EL01 **(Exp. 04/30/24)**

Financial Information

D&B (Duns Number) Alterman, Inc.	00-883-1521
D&B Alterman Group Inc.	13-171-7332
D&B Rating	**1R3**
SIC Code	1731
CAGE Code (Federal Government code)	0GNU5
NCCI Code	914325609
TX Unemployment Insurance Number	11-8358273-96
NAICS Code	**Primary NAICS**: **238210** - Electrical Contractors and other Wiring Installation Contractors; **237130** - Power and Communication Line and Related Structures Construction; **221122** - Electrical Power Distribution; **811310** – Electrical Generating and Transmission Equipment Repair & Maintenance Services; **2211** - Electrical Power Generation, Transmission & Distribution; **221118** - Other Electrical Power Generation; **236210** - Industrial Building Construction
AES NAICS Code	**237130** - Power and Communication Line and Related Structures - Construction

Bank

Frost National Bank
Contact: Matt Jones, AVP (210-220-5910)
100 W. Houston Street
San Antonio, TX 78205
mjones@frostbank.com

Line of Credit: Medium 8 figure
Against LOC: Medium 7 figure
Relationship: Since 2007
Maturity Date: November 2037

Surety Company

CNA Surety
Contact: James Albright (210-403-5225)
14100 San Pedro Ave, Ste. 206
San Antonio, TX 78232
Relationship: Since 1991

Bonding Agent/Broker

Time Insurance Company
Contact: Patricia Ferguson (210-342-9451)
pferguson@timeinsurance.com
12042 Blanco Rd., Suite 340, SATX, 78216
Relationship: Since 1992
Surety Rating: **A+ XV**

Bonding Capacity: $100,000,000.00 (single)
$450,000,000.00 (aggregate)
Largest Bonded Project: $70MM stand-alone / $ 91MM
% of Work Normally Bonded: 20%

Current Bonded Amt: $169MM *(as of 11/11/2022)*

Financial Statement Firm

RMS US LLP
19026 Ridgewood Pkwy, Ste 400
San Antonio, TX 78259

(210) 828- 6281

Alterman

Wired for Excellence Since 1923

Safety & Manpower – AMG Only

Alterman SA Office: 25,000 sq. ft. (excluding Pre-Fab) Pre-Fab Shop: 11,000 sq. ft.
Current # of Projects: 128 (Large Jobs as of 03/2023)
Average Contract Value: $15MM (excluding service) $3MM (with service)
Employees: AMG/PMs/Admin/Sh Sc's: 266 **Field:** 900 **Total:** 1,166 as of 03/2023

Annual Dollar Volume – AMG Only

2022	$278,313,548	**2021**	$251,041,556	**2020**	$160,534,290	**2019**	$171,048,563
2018	$111,469,439	**2017**	$112,602,198	**2016**	$ 99,492,598	**2015**	$145,000,000
2014	$ 85,000,000	**2013**	$ 96,000,000	**2012**	$ 90,000,000		

Net Worth	**2022:** $ 71,412,794	**2021:**	$62,213,748
2022 Backlog:	$444,374,000		
2021 Backlog:	$278,228,000		
2022 Current Projects:	$1,013,660,491		
2021 Current Projects:	$696,451,432		

Employee Hours

2022 – 2,067,105
2021 – 2,870,775
2020 – 1,688,788
2019 – 1,734,017
2018 – 1,326,906

EMR Rates

2023	0.50
2022	0.55
2021	0.54
2020	0.65
2019	0.62

Insurance

Marsh Wortham
131 Interpark Blvd., San Antonio, TX 78216
Contact: Cindy McKinzie – (210) 249-2335
Cindy.McKinzie@MarshMMA.com
P.O. Box 7952008
San Antonio, TX 78279

Commercial General Liability:	Amerisure Insurance Company
Automobile Liability:	Amerisure Insurance Company
Umbrella Liability:	Amerisure Mutual Insurance Company
Workers Compensation:	Amerisure Insurance Company
Professional/Pollution Liability:	Steadfast Insurance Company

Credit References

Crawford Electric Supply Co., LTD
310 N. Weidner Road
San Antonio, TX 78233
Account #: 6431

Laura Castillo
Phone: 210.805.9898
Fax: 210.477.4244
E-Mail: lacastillo@crawfordelectricsupply.com

Hill Country Electric Supply
3003 N.E. Loop 410, Suite 101
San Antonio, TX 78218
Account #: 4734

Tim Small
Phone: 210.653.0483
Fax: 210.293.4109
E-Mail: tim.small@hces.net

The Reynolds Company
P.O. Box 671344
Dallas, TX 7526
Acct #: 10311

Massey Brand
Phone: 512.848.0058
E-Mail: MBrand@reynco.com

Alterman Industrial Large Projects

In Progress

Project Name	Client Name	Owner Name	Contract Amount	Completion Date
HoltCat Del Rio Round 2	Holt Cat, Texas.	City of Del Rio	$1,090,900.00	
Nelson Booster Pump Station	Associated Construction Partners	Crystal Clear SUD	$635,303.00	
SAWS Randolph Pump Station Improvements	Archer Western Construction, LLC.	San Antonio Water System	$12,239,449.00	
SAWS Digester Mixing & System Enhancements Phase III	MGC Contractors, Inc.	San Antonio Water System	$14,230,434.00	
Joe Klar Pump Station Generator	Alterman, Inc.	Cordilleria Ranch	$517,145.00	
Pflugerville WTP Expansion	PLW Waterworks	City of Pflugerville	$22,178,900.00	5/17/2026
Cordilleria Ranch WRC Expansion	Associated Construction Partners	Cordilleria Ranch	$1,232,700.00	12/23/2023
SAWS Steven M Clouse WRC Electrical Improvements Phase 2B	Alterman, Inc.	San Antonio Water System	$23,220,036.55	3/25/2025
Mallard Water Supply Facility	Garney Construction, Co.	EPCOR Water Arizona	$24,632,653.00	3/25/2025
SAWS East Houston Street	Shannon-Monk, Inc.	San Antonio Water System	$1,099,000.00	2/28/2024
Pflugerville WTP Gear Package	N/A	City of Pflugerville	$2,710,100.00	5/17/2026
BCRUA Raw Water DS Phase 2	Thalle Construction	Brushy Creek Regional Utility Authority	$23,563,600.00	10/14/2027
Woman Hollering Creek Summary	Thalle Construction	City of Schertz	$967,747.00	4/30/2023
Carrizo Groundwater Lockhart & NBU Supply Points	M5 Utilities	Guadalupe Blanco River Authority	$447,100.00	3/25/2023
SAWS Lift Stations Phase 5 Rehab	Keystone Construction	San Antonio Water System	$2,324,085.40	4/29/2024
Holt - Del Rio Generators	Holt Cat, Texas.	City of Del Rio	$1,381,700.00	
SAWS Lemon Creek Ranch Lift Station	S.J. Louis Construction of Texas	San Antonio Water System	$1,320,100.00	8/11/2023
SAWS Cagnon Road GST Replacement	DN Tanks	San Antonio Water System	$739,195.69	6/26/2026
San Marcos Surface WTP	Archer Western Construction, LLC.	City of San Marcos	$3,361,731.00	6/18/2024
SAWS Steven M Clouse WRC Headworks	Peabody General Construction	San Antonio Water System	$741,000.00	5/8/2023
SAWS Turtle Creek Pump Station No.3	Archer Western Construction, LLC.	San Antonio Water System	$8,058,300.00	12/29/2023
Alsatian Oaks Medina Valley	Garney Construction, Co.	City of Castroville	$765,600.00	10/28/2022
Highland Gardens Unit #2 Lift Station	V.K. Knowlton Construction & Utilities, Inc.	San Antonio Highland Gardens, Ltd.	$859,000.00	9/7/2022
SAWS Steven M Clouse WRC Electrical Improvements Phase 2A	Alterman, Inc.	San Antonio Water System	$24,418,601.19	12/1/2023
SAWS Artesia Pump Station	PLW Waterworks	San Antonio Water System	$4,223,000.00	3/1/2024
SSLGC Contract 1 Wells	Dorado Construction Group	Schertz Seguin Local Government Corporation	$1,418,500.00	4/10/2023
Alliance Ph1 Booster Pump Station	MWH Constructors	Alliance Regional Water Authority	$3,526,219.87	7/18/2024
Alliance Raw Water WTP	Archer Western Construction, LLC.	Alliance Regional Water Authority	$12,552,196.63	9/13/2023
Salitrillo WWTP Expansion	MGC Contractors, Inc.	San Antonio River Authority	$7,204,562.29	9/18/2023

Alterman Industrial Large Projects

In Progress

Project Name	Client Name	Owner Name	Contract Amount	Completion Date
Martinez IV WWTP Expansion	MGC Contractors, Inc.	San Antonio River Authority	$3,196,469.10	4/1/2023
Center Point WW Phase 3	D Guerra Construction	Kerr County	$188,961.00	11/22/2022
Center Point WW Phase 3	D Guerra Construction	Kerr County	$414,232.00	11/22/2022
GBRA Grove Lane Lift Station	Keystone Construction	Guadalupe Blanco River Authority	$1,171,792.00	11/1/2022
GBRA Lake Dunlap Dam	Zachry Construction	Guadalupe Blanco River Authority	$429,000.00	6/1/2023
Grandview Pump Station Expansion	Pesado Construction	New Braunfels Utilities	$1,521,671.44	3/1/2023
SAWS WPF Upgrades Phase II	Associated Construction Partners	San Antonio Water System	$982,781.93	7/1/2023
SAWS WRIP Ph 2 Pump Station Improv	MGC Contractors, Inc.	San Antonio Water System	$4,297,749.00	6/1/2023
BCRUA RWS East Plant Exp	Thalle Construction	City of Round Rock	$28,543,621.62	2/28/2023
FM 3351 Booster Pump Station Improv	Associated Construction Partners	Guadalupe Blanco River Authority	$394,783.66	3/30/2023
John F Kubala WTP Backwash Mods	Archer Western Construction, LLC.	City of Arlington	$871,936.83	9/1/2023
Wylie WTP Phase I	MWH Constructors	North Texas Municipal Water District	$3,793,800.00	7/31/2024
TRA Red Oak Creek WTP	Thalle Construction	Trinity River Authority	$3,973,300.00	6/1/2024
Northwest Booster Pump Station	Archer Western Construction, LLC.	City of Denton	$2,931,900.00	1/17/2024
Wylie WTP Ammonia System	MWH Constructors	North Texas Municipal Water District	$4,042,300.00	1/19/2024
City of Cleburne - WWTP Expansion & Reuse Pump Station Improvements	Archer Western Construction, LLC.	City of Cleburne	$5,535,958.00	3/5/2024
TRA Red Oak Creek Interceptor Segment 40RO-1 Phase 2	Thalle Construction	Trinity River Authority	$502,900.00	5/31/2024
UTRWD Tom Harpool WTP	Archer Western Construction, LLC.	Upper Trinity Regional Water District	$2,180,054.00	3/2/2024
Fort Bliss - Equipping Pike Well 5B	Smithco Construction	Fort Bliss Water Services Comp	$374,000.50	2/2/2023
LRGPWWA South Valley Service Area Water & Treatment Project	Morrow Enterprises, Inc.	Lower Rio Grande Public Water Works Authority (LRGPWWA)	$605,625.00	3/31/2023
Mesquite Brazito Lift Stations	Smithco Construction	Lower Rio Grande Public Water Works Authority (LRGPWWA)	$470,941.00	9/30/2023
Las Cruces Utilities Booster Stations	Alterman, Inc.	Las Cruces Utilities	$699,200.00	5/12/2023
Roberto R. Bustamante WWTP - Headworks Improvements Project	MGC Contractors, Inc.	El Paso Water	$20,367,715.00	8/14/2025
Biedenharn Lift Station	V.K. Knowlton Construction & Utilities, Inc.	Pulte Homes on behalf of Kendall County Water	$1,137,325.00	
Sweetwater Booster Pump Station	Alterman, Inc.	Lazy Nine Municipal Utility No. 18	$3,308,433.00	2/4/2023
SAWS Lomas Verdes Lift Station	DNT Construction	San Antonio Water System	$475,700.00	11/23/2023
Roy White Lift Station	Yantis	2020 Fl Nabors, Inc.	$1,450,000.00	12/1/2023

Alterman Industrial Large Projects

Completed

Project Name	Client Name	Owner Name	Contract Amount	Completion Date
Big Lake WWTP Expansion	Keystone Construction	City of Big Lake	$1,105,300.00	12/1/2022
Esparanza Reclaimed & Potable Water Pkg 2	M5 Utilities	Kendall County Water Control	$813,700.00	11/1/2022
Kyle WWTP	Archer Western Construction, LLC.	City of Kyle	$6,232,000.00	4/5/2022
SAWS Leon Creek WRC Elec Sysm Improvemments Phase I	Alterman, Inc.	San Antonio Water System	$5,661,882.27	12/29/2021
SAWS Feathercrest Lift Station	Archer Western Construction, LLC.	San Antonio Water System	$704,700.00	12/27/2021
Dietz WW Lift Station Phase A	Lupe Rubio Construction	Guadalupe Blanco River Authority	$419,700.00	10/1/2021
Green Valley Santa Clara Plant Pkge	S.J. Louis Construction of Texas	Green Valley Special Utility District	$639,523.29	9/7/2021
SAWS Broadband AP & PLC Ph 2	Alderom, LLC.	Prime Controls c/o SAWS	$895,800.00	2/23/2021
SAWS Wurzbach Pump Station Improv	Archer Western Construction, LLC.	San Antonio Water System	$8,006,819.00	8/20/2020
SAWS CWIP Maltsberger Pump Station Improv	Archer Western Construction, LLC.	San Antonio Water System	$5,821,670.00	6/29/2020
SAWS CWIP Terminus Treatment Facility (Agua Vista)	PLW Waterworks, LLC.	San Antonio Water System	$17,391,097.00	6/27/2020
SAWS CWIP Bitters Pump Station Improvements	MGC Contractors	San Antonio Water System	$1,266,100.61	6/1/2020
NBU Water Plant Pump Station Exp Gear	Pesado Construction	New Braunfels Utilties	$468,000.00	5/29/2020
NBU Water Plant Pump Station Exp Package 2	Pesado Construction	New Braunfels Utilties	$1,348,197.97	5/29/2020
SAWS Disinfection Phase II	Archer Western Construction, LLC.	San Antonio Water System	$2,478,698.15	5/4/2020
Kerrville Legion Lift Station	Keystone Construction	City of Kerrville	$439,681.00	3/5/2020
Asherton WWTP	Associated Construction Partners	City of Asherton	$602,551.00	3/4/2020
Center Point Wastewater Collection Sys Ph 1 Lift Station	Pesado Construction	Kerr County	$405,805.15	11/1/2019
SAWS Basin Pump Station	Archer Western Construction, LLC.	San Antonio Water System	$3,435,000.00	10/19/2019
SAWS Zarzamora Pump Station	Archer Western Construction, LLC.	San Antonio Water System	$3,027,290.00	7/3/2019
Vista Ridge HSPS, IPS 1 & 2, Well Sites	Garney Construction, Co.	Central Texas Regional Water Supply Corp	$8,788,587.00	7/1/2019
SARA Martinez Creek Phase IV WWTP	MGC Contractors	San Antonio River Authority	$899,113.41	3/25/2019
Center Point WW Collection Ph 1	MGC Contractors	Kerr County	$1,088,146.00	12/13/2018
Park Village WWTP	Cunningham Construction & Associates, Inc.	Comal County Water Control and Improvement No. 6	$927,961.17	11/5/2018
SAWS Broadband Access Points Ph 1	Prime Controls	San Antonio Water System	$1,113,024.82	10/5/2018
SAWS Salado Pressure Zone 1295 BPS	MGC Contractors	San Antonio Water System	$1,101,048.00	7/5/2018
Well Ranch Phase 2 Carrizo Wells	Wauters Engineering, Inc.	Canyon Regional Water Authority	$565,040.59	6/18/2018
SAWS 34th Street Pump Station	Archer Western Construction, LLC.	San Antonio Water System	$3,876,769.03	5/23/2018

Alterman Industrial Large Projects

Completed

Project Name	Client Name	Owner Name	Contract Amount	Completion Date
Castroville WWTP 3	Garney Construction, Co.	City of Castroville	$1,328,186.82	4/1/2018
City of Kerrville Reuse Pond & Pump Stations	MGC Contractors	City of Kerrville	$740,599.88	3/31/2018
SAWS Leon Creek WRC	Archer Western Construction, LLC.	San Antonio Water System	$1,442,172.28	1/3/2018
SAWS Leon Creek Pump Station	Archer Western Construction, LLC.	San Antonio Water System	$452,376.90	12/1/2017
Highland Estates, Unit 1, Montana Pass Floating GST	Pesado Construction	San Antonio Water System	$1,003,893.55	11/29/2017
SAWS DSP Southeast Tank & Pump	Garney Construction, Co.	San Antonio Water System	$2,104,000.00	11/8/2017
SAWS Clayton Tank	Lambda Construction 1, Ltd.	San Antonio Water System	$856,738.00	9/27/2017
Luckey Ranch Sports Park	V.K. Knowlton	LGI Homes	$636,540.00	4/30/2017
SAWS Port SA & Lackland AFB Water Improvement Project	Qro Mex Construction Co., Inc.	San Antonio Water System	$930,771.00	2/24/2017
SAWS Cibolo Creek Sewershed Flow Diversion	Spiess Construction Co, Inc.	San Antonio Water System	$644,981.73	12/31/2016
Selma Water Site #2 Improvement	Alterman, Inc.	City of Selma	$215,572.00	12/1/2016
SAWS Evans Road Pump Station	MGC Contractors	San Antonio Water System	$2,298,431.65	11/30/2016
SAWS WPF Disinfection System	MGC Contractors	San Antonio Water System	$3,469,100.09	10/24/2016
SSLGC MV Soft Start	Alterman, Inc.	Schertz Seguin Local Government Corporation	$360,954.80	10/13/2016
SAWS Dos Rios Sludge Blend	Archer Western Construction, LLC.	San Antonio Water System	$1,021,480.50	7/1/2016
SAWS Twin Oaks Pump Station	Garney Construction, Co.	San Antonio Water System	$3,763,042.72	6/27/2016
SAWS WRIP Old Pearsall Road Pump Station Phase 1	Archer Western Construction, LLC.	San Antonio Water System	$3,758,685.71	6/3/2016
SAWS Wurzbach Pump Station, Well No. 5 & 6 Motor Starters Purchase & Replacement	Alterman, Inc.	San Antonio Water System	$231,049.00	5/31/2016
NBU Kuehler WWTP	MGC Contractors	New Braunfels Utilties	$1,877,693.02	4/7/2016
SAWS Dos Rios WRC Digester Mixing and System Enhancements Ph II	MGC Contractors	San Antonio Water System	$2,922,685.47	11/5/2015
SAWS Dos Rios NPW Upgrade	MGC Contractors	San Antonio Water System	$1,000,528.73	7/7/2015
SAWS Somerset Pump Station	MGC Contractors	San Antonio Water System	$919,663.15	3/12/2015
SAWS Borgfeld Pump Station	Pesado Construction	San Antonio Water System	$371,911.73	1/31/2015
SAWS DSP WPF Upgrades	Lambda Construction 1, Ltd.	San Antonio Water System	$1,207,845.00	11/18/2014
North Standpipe and Triangle Pump Rep	Alterman, Inc.	Dripping Springs Water Supply Corporation	$333,574.00	8/1/2021
Manville Gregg Lane Booster Plant	Alterman, Inc.	Manville Water Supply Corporation	$704,958.29	7/1/2023
Goforth Plant L GST	Alterman, Inc.	Goforth Special Utility District	$787,000.00	9/30/2021
CTWM JSWSC CR 303 GST BPS Impro	Central Texas Water Maintenance	Jarrell Schwertner Water Supply Corporation	$430,300.00	1/1/2023
Dripping Springs WSC Well Field & HSPS	Alterman, Inc.	Dripping Springs Water Supply Corporation	$1,109,994.00	11/23/2022

OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	3	2
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	167
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	5	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Establishment Information

Your establishment name Alterman, Inc

Street 14703 Jones Maltsberger

City San Antonio State TX Zip 78247

Industry description (e.g., Manufacture of motor truck trailers)
Electrical Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1731

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
238210

Employment Information

Annual average number of employees 1109

Total hours worked by all employees last year 2,127,274

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

President & CEO
Title

210-495-6688
Phone

2/3/2023
Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

2021

Year 2021

Summary of Work-Related Injuries and Illnesses

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	18	4
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
10	657
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	23	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N 3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Alterman, Inc

Street: 14703 Jones Maltsberger

City: San Antonio State: TX Zip: 78247

Industry description (e.g., Manufacture of motor truck trailers):
Electrical Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715):
1 7 3 1

OR North American Industrial Classification (NAICS), if known (e.g., 336212):
2 3 8 2 1 0

Employment information

Annual average number of employees: 1436

Total hours worked by all employees last year: 2,870,775

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

CEO & President
Title

210-456-6565
Phone

FEB 18, 2022
Date

OSHA's Form 300A (Rev. 01/2004)

2020

Year 2020

Summary of Work-Related Injuries and Illnesses

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	9	4
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	315
(K)	(L)

Injury and Illness Types

Total number of... (M)			
(1) Injury	13	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name: Aterman, Inc.

Street: 14703 Jones Maltsberger

City: San Antonio State: TX Zip: 78247

Industry description (e.g., Manufacture of motor truck trailers)
Electrical Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 7 3 1

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 8 2 1 0

Employment Information

Annual average number of employees: 852

Total hours worked by all employees last year: 1,688,788

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

CEO & President
Title

210-490-6888
Phone

1/29/2021
Date

employee owned
Alterman
WIRED FOR EXCELLENCE
SINCE 1923

Over 95 Years of Service

January 2, 2024

We are pleased to provide our Industrial Department service rates as follows: 17% shift

Industrial Service Work Performed on a "Time and Material" Basis

Straight Labor: Monday through Friday – 7:00 a.m. to 4:00 p.m.

Service Electrician: Forman	Per Hour	$ 102.00
Service Electrician: Journeyman	Per Hour	$ 88.00
Service Electrician: Helper	Per Hour	$ 68.00

Overtime Labor: Monday through Friday – 12:00 a.m. to 7:00 a.m., Monday through Friday – 4:00 p.m. to midnight, and Saturday

Service Electrician: Forman	Per Hour	$ 147.00
Service Electrician: Journeyman	Per Hour	$ 127.00
Service Electrician: Helper	Per Hour	$ 95.00

Double-Time Labor: Sunday and all holidays

Service Electrician: Forman	Per Hour	$ 197.00
Service Electrician: Journeyman	Per Hour	$ 171.00
Service Electrician: Helper	Per Hour	$ 131.00

Dedicated Safe Person: OHSA/MSHA Ceritfited	Per Hour	$ 98.00

Material Cost Plus 20%

Travel Costs

Hotel:	Per Man/Per Day	$125.00
Per Diem:	Per Man/Per Day	$ 50.00
Truck:	Per Day	$150.00
Rental Equipment:		Cost Plus 15%

Bucket Truck or Auger Truck Per Hour $ 95.00
Time and material costs above plus

Subcontracting Serivice Cost Plus 20%
For services provided by Alterman outside of Electrical (i.e., third party testing, excavation, etc.)

Infrared Testing	Per Day	$400.00

Time and material costs above plus:
Testing services include a detailed inventory of electrical equipment, formal report indicating potential problem areas (hot-spots), National Electrical Code violations and suggested repairs

Power Quality Testing	Per Day	$235.00

Time and material costs above plus:
Testing services include monitoring the electrical characteristics of a specific circuit to produce a formal report indicating sags, swells, harmonic distortion, etc.

The above pricing does not include sales tax

To request Industrial service work during regular business hours, please call (469) 236-6423 and ask for the Industrial Department.

The Commercial Service Department has seven service managers, two of whom are on call 24 hours a day, 7 days a week. One of the six service managers will be promptly notified to respond to your emergency. For after-hour emergencies, call (210) 496-6888 and follow the prompts to speak to an operator for urgent matters.

If you have any questions, please call.

Sincerely,

Nelson Froboese
Vice President, Industrial Division

PAPE-DAWSON ENGINEERS

February 13, 2024

GTUA/City of Sherman
220 W Mulberry St.
P.O. Box 1106
Sherman, TX 75091
(903) 892-7208

Re: COSK South Wastewater Treatment Plant - MBR Project
Amendment 04 Recommendation for GMP H2

Dear GTUA/City of Sherman:

GMP H2 – Above Ground Electrical. The Program Team has recommended award of a bid to partially accomplish GMP H2 and the CMAR has provided a GMP submittal package for this work. The bid recommendation is to award the bid to Alterman with a bid amount of $11,373,383.00 (including bonds). The GMP H2 package includes this amount as well as General Conditions costs, CMAR fee, Contingency, and CMAR staff needed to execute this early works package with a total amount of $20,038,408.59.

The total project funding request for GMP H2 is $20,038,408.59. By authorizing this amendment, the following contract adjustments will be made:

Original Contract Value:	$ 2,865,000.00
Previous Amendments:	$ 221,300,908.83
Proposed Amendment 05 (GMP H2)	$ 20,038,408.59
Revised Total Contract Value:	$ 244,204,317.42

Respectfully,

Toby Flinn, PE
Vice President

Attachments:
1. GMP H2 Package

South Wastewater Treatment Plant – MBR Project

GMP Proposal Submissions for:

GMPH2 – Aboveground Electrical

Submitted: February 12, 2024

Sherman CLASSIC TOWN. BROAD HORIZON. | PAPE-DAWSON ENGINEERS | PKS Kiewit | PLUMMER

February 13, 2024

Mr. Tom Pruitt, PE
City of Sherman
220 W. Mulberry Street
Sherman, TX 75090

RE: GMPH2 Aboveground Electrical

Dear Mr. Pruitt:

Kiewit Water Facilities South Co. is hereby submitting GMPH2 proposal for the South Wastewater Treatment Plant – MBR Project. The GMP proposal incorporates Bid Package 07-002 Aboveground Electrical.

RFP and Addenda for BP07-002 have been included in this proposal. The scope of work for BP07-002 includes installation of Aboveground Electrical per the Aboveground Electrical Package ITB. Anticipated Work Start Date April 1, 2024 and Anticipated Finish Date February 11, 2025.

This scope is submitted as a lump sum to be billed against the proposed schedule of values. If the project schedule necessitates changes or acceleration, this package may require additional funding that would be negotiated via the change management process.

Below is a table comparing the current proposed values to the overall project budget to help understand how this funding authorization fits within the overall projected construction budget.

GMP	GMP/Work Package Name	Previous	Current	Remaining	Forecast Value	Target
PCSA	Preconstruction Services	$ 1,950,000.00	$ -	$ -	$ 1,950,000.00	9/18/23
PCSB	Procurement Services	$ 915,000.00	$ -	$ -	$ 915,000.00	9/18/23
	Preconstruction Lump Sum	$ 2,865,000.00	$ -	$ -	$ 2,865,000.00	
GMPA	General Conditions	$ 16,866,305.00	$ -	$ -	$ 16,866,305.00	10/16/23
GMPB	Site Services	$ 18,399,017.31	$ -	$ -	$ 18,399,017.31	10/16/23
GMPC	Early Procurement	$ 16,000,000.00	$ -	$ 800,000.00	$ 16,800,000.00	10/16/23
GMPD	Grading, Excavation, SOE, Dewatering	$ 15,902,635.00	$ -	$ 3,000,000.00	$ 18,902,635.00	11/20/23
GMPE	Backfill	$ 5,068,000.00	$ -	$ -	$ 5,068,000.00	12/18/23
GMPF	Underground Piping	$ 39,952,988.25	$ -	$ 11,944,712.00	$ 51,897,700.25	12/18/23
GMPG	Concrete, Miscellaneous Metals	$ 32,311,000.00	$ -	$ 3,500,000.00	$ 35,811,000.00	12/18/23
GMPH	Electrical, Instrumentation	$ 5,019,257.00	$ 14,902,140.00	$ -	$ 19,921,397.00	12/18/23
GMPI	Process Mechanical	$ 28,860,624.00	$ -	$ 1,580,000.00	$ 30,440,624.00	1/15/24
GMPJ	Building Trades	$ -	$ -	$ 7,813,865.58	$ 7,813,865.58	1/15/24
GMPK	Site Finishes and Startup Support	$ -	$ -	$ 3,794,221.44	$ 3,794,221.44	5/20/24
	Cost of Work	$ 178,379,826.56	$ 14,902,140.00	$ 32,432,799.02	$ 225,714,765.58	
9%	Contingency	$ 16,054,184.39	$ 1,341,192.60	$ 2,918,951.91	$ 20,314,328.90	
	Cost of Work plus Contingency	$ 194,434,010.95	$ 16,243,332.60	$ 35,351,750.93	$ 246,029,094.48	
12.2%	~Additional GCs (12.2% When >$155M)	$ 6,840,121.69	$ 1,981,686.58	$ 4,312,913.61	$ 13,134,721.88	
	Subtotal Cost of Work	$ 201,274,132.64	$ 18,225,019.18	$ 39,664,664.55	$ 259,163,816.36	
9.95%	CMAR Fee	$ 20,026,776.20	$ 1,813,389.41	$ 3,946,634.12	$ 25,786,799.73	
	Construction Total	$ 221,300,908.84	$ 20,038,408.59	$ 43,611,298.67	$ 284,950,616.09	
	Preconstruction Plus Construction Total	$ 224,165,908.84	$ 20,038,408.59	$ 43,611,298.67	$ 287,815,616.09	
*Note: Remaining Values for Partial Packages (C,D,G) are approximations not supported by design or estimates.						
*Note: The additional GCs are only calculating on Cost of Work plus Contingency above $138,367,439.73 per Amendment 01.						

Respectfully,

James.Goyer

Digitally signed by James.Goyer
DN: CN=James.Goyer, OU=Employees, OU=Users, OU=Kiewit, DC=KIEWITPLAZA, DC=com
Date: 2024.02.13 09:20:32-05'00'

James Goyer
Kiewit Water Facilities South Co.
Project Executive

Table Of Contents

1) Executive Summary

2) Bid Form

South Wastewater Treatment Plant – MBR Project

TO: City of Sherman/GTUA/Pape-Dawson **DATE:** 2/12/2024

FROM: Kiewit

SUBJECT: Executive Summary – Aboveground Electrical

COPIES: Transmitted Electronically via Email

GMP Overview

The following proposal includes Aboveground Electrical. Each Work Package is comprised of various Bid Packages that are described in Table 1.

Table 1: Work Packages

Work Package ID	Work Package Name	Associated Bid Packages
GMPA	General Conditions	BP02-001, BP03-001, 003, 011 to 017, 029-032, 039-045
GMPB	Site Services	BP03-All (Except those listed above)
GMPC	Early Procurement	BP01-All
GMPD	Early Grading, Excavation, SOE, Dewatering	BP04-001
GMPE	Backfill	BP04-002
GMPF	Underground Piping	BP05-001
GMPF2	Underground Piping Rebid	BP05-002
GMPG	Concrete	BP06-001, BP06-002
GMPH	Underground Electrical	BP07-001
GMPH2	Aboveground Electrical	BP07-002
GMPI	Process Mechanical	BP08-001
GMPJ	Building Trades	BP09-001
GMPK	Site Finishes and Startup Support	TBD

BP07-002 Overview
This scope of work includes Aboveground Electrical for the electrical shown in the Aboveground Electrical Package ITB.

The services listed and provided are critical to the CMAR's ability to manage the project per the Contract documents, procedural requirements as outlined in the project management documents, and to satisfy best management practices. Any variation in these services could affect the CMARs ability to manage to the contract documents and best management practices standards.

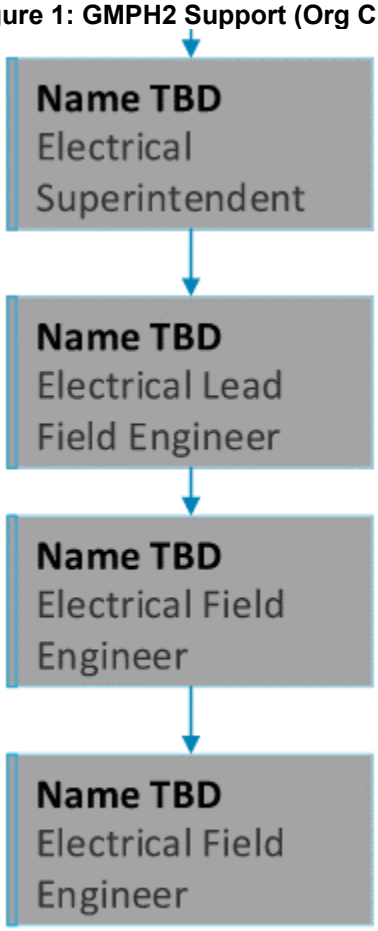
The CMAR solicited, coordinated, and executed this GMP development per the CMAR Agreement and specifications. The speed of project execution has limited our ability to collaborate in depth but there has been discussion and review of certain scopes during task force meetings.

Bid Schedule & Results

BP07-002 Aboveground Electrical was issued for Notice to Bid on December 27, 2024. The Bid Package was due on February 7, 2024. Two bidders submitted a proposal with a Low Bid submitted by Alterman Inc. for a Base Bid in the amount of $11,373,383 (includes bond premium). TIC – The Industrial Company submitted a Base Bid in the amount of $11,931,960. Bids were submitted in sealed packages to the City of Sherman and was evaluated by a committee including the City of Sherman, Pape-Dawson, and Plummer. The committee recommended approval and award to Alterman Inc..

CMAR support staff for BP07-002 consists of an Electrical Superintendent and Electrical Lead Field Engineer for 54 Weeks (7/13/24 – 7/26/25) an Electrical Field Engineer for 62 Weeks (2/19/24 – 4/30/25) and an Electrical Field Engineer for 41 Weeks (7/13/24 – 4/30/25) has also been included consistent with the positions identified as future scopes on the initial GMP submittals. The cost for support staff is $1,585,000. In agreement with Owner, CMAR to carry 15% Owner's contingency to address design development from the current Bid Packages to IFC. CMAR recommends contingency in the amount of $1,943,757 (includes Base Bid and CMAR support staff). CMAR recommends a GMPH2 cost of $14,902,140 (includes Owner's Contingency; excludes 9% Contingency, Additional GCs & CMAR Fee).

Figure 1: GMPH2 Support (Org Chart)



Note: In BP07-001 Underground Electrical CMAR carried an Electrical Superintendent from 1/2/24 - 7/12/24 and Electrical Lead Field Engineer from 1/2/24 - 7/12/24

Assumptions and Clarifications

1. Excludes Overtime, expediting, and acceleration fees. Alterman clarified in Interview held 2/9/24 that their Base Bid includes working 5 10s and an 8.
2. Alterman clarified in Interview held 2/9/24 they would support terminations within Vendor supplied Control Panels.
3. Alterman clarified in Interview held 2/9/24 HVAC terminations are included.
4. Within 30 days of notice of award, Subcontractor will need to integrate with project CPM and coordinate with other successful bidders.
5. Committee bid recommendation for approval to Alterman accepts Alterman's exclusions.
    a. Spoil relocation from work area/site excluded from Alterman's scope.
    b. Potholing excluded from Alterman's scope.
    c. Provide and install the heat tracing excluded from Alterman's scope.

30% Cost Model Pricing Comparison

The cost for the proposed GMPH2 as presented in the 30% Design Cost Model has changed. Revised Drawings issued with BP07-002 allows for a comparison with the 30% Cost Model, with the following impacts to costs:

1. In the Cost model, the design had (2) 1500 KVA and (2) 2500KVA Transformers. The final design changed that to (4) 1500KVA and (2) 100KVA Transformers.
2. MCC-450 was added to the Blower Building to facilitate the Bioreactor Basins.
3. Sludge Storage Tank was added.
4. Carbon Storage and Alkalinity Storage are now two separate Chemical facilities. 30% Cost model had one Chemical facility.
5. 30% Cost model pricing included monies for the Gear.

Figure 2: 30% Cost Model Site Plan

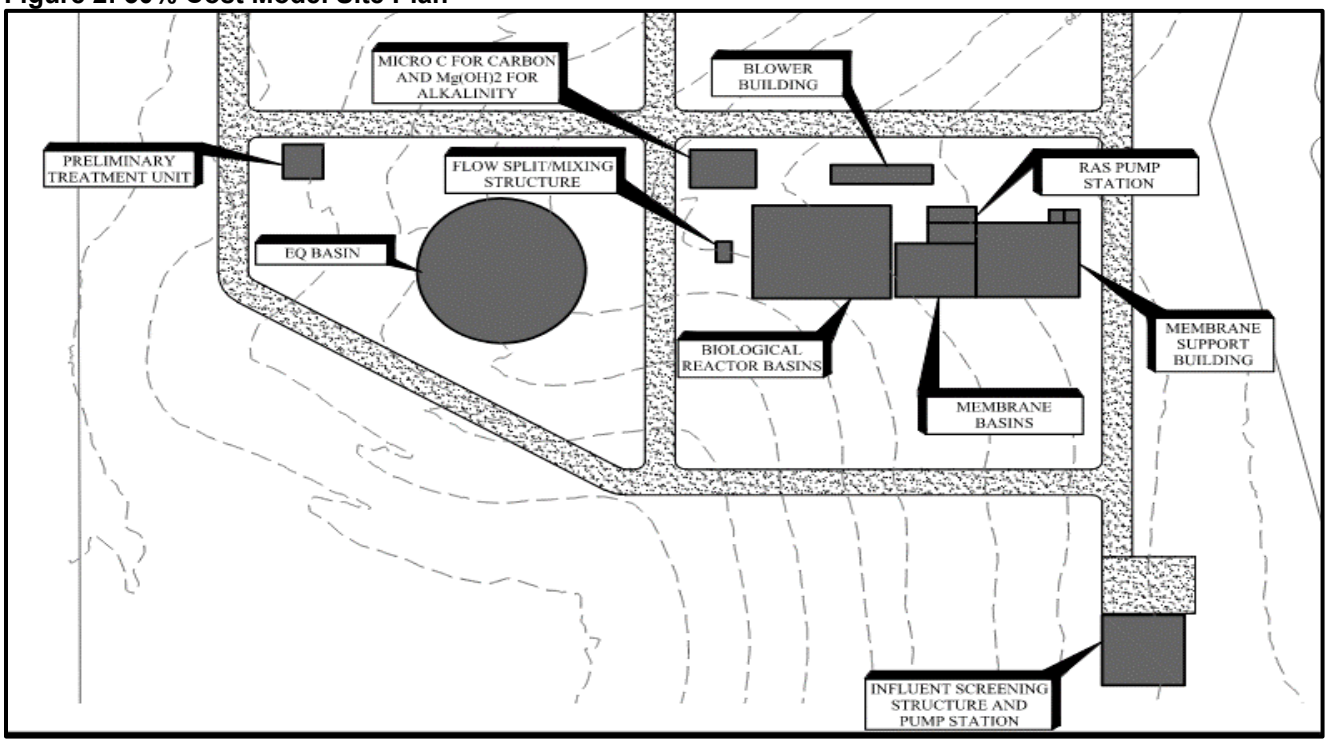


Figure 3: BP07-002 Electrical Site Plan

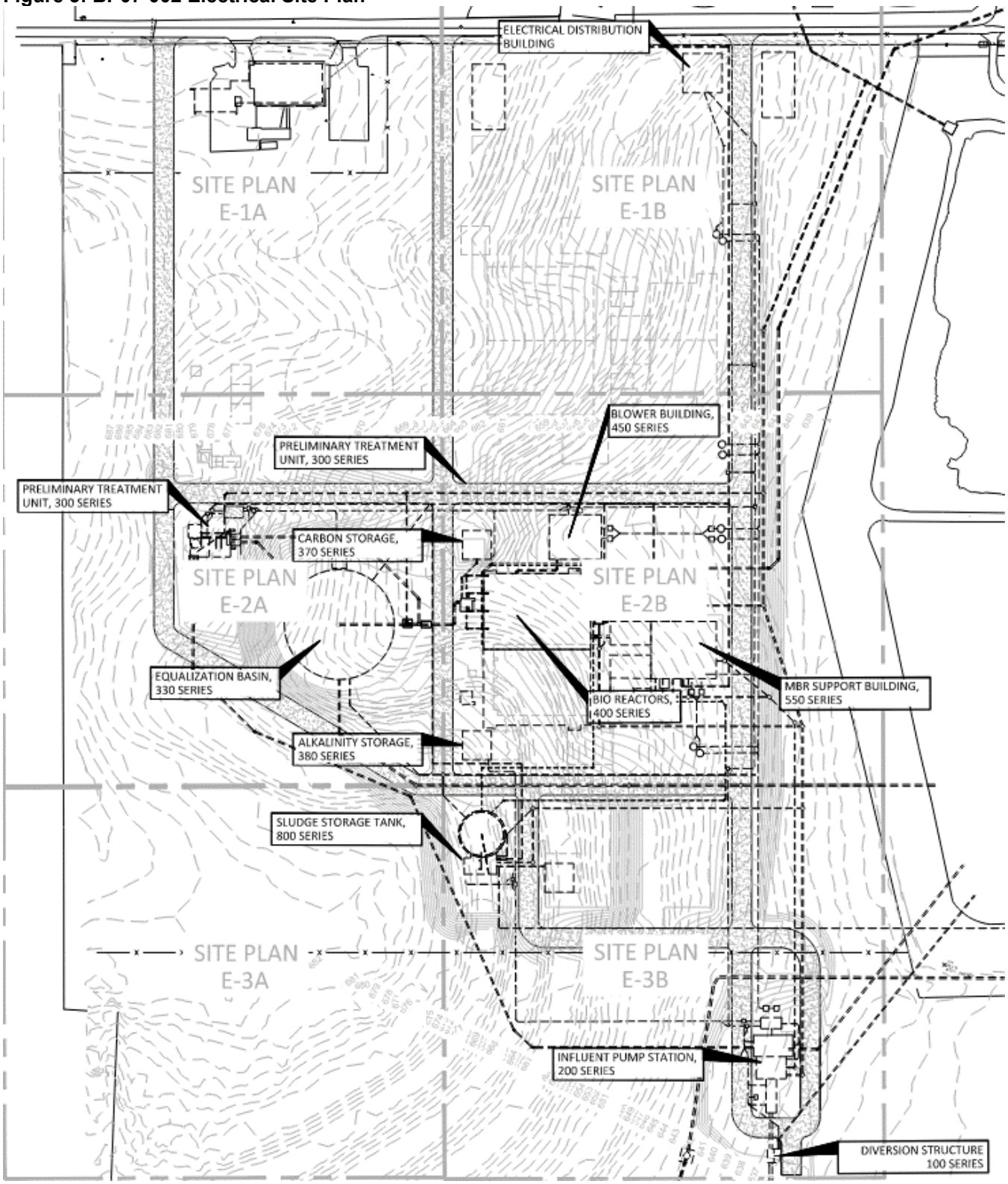


Figure 4: 30% Cost Model Versus Current Forecast GMPH2 Table $288M

GMP	GMP/Work Package Name	30% Cost Model	Forecast Value
PCSA	Preconstruction Services	$ 1,950,000.00	$ 1,950,000.00
PCSB	Procurement Services	$ 915,000.00	$ 915,000.00
	Preconstruction Lump Sum	$ 2,865,000.00	$ 2,865,000.00
GMPA	General Conditions	$ 16,866,305.00	$ 16,866,305.00
GMPB	Site Services	$ 18,399,017.31	$ 18,399,017.31
GMPC	Early Procurement	$ 10,000,000.00	$ 16,800,000.00
GMPD	Grading, Excavation, SOE, Dewatering	$ 12,453,579.16	$ 18,902,635.00
GMPE	Backfill	$ 2,312,395.16	$ 5,068,000.00
GMPF	Underground Piping	$ 41,784,737.61	$ 51,897,700.25
GMPG	Concrete, Miscellaneous Metals	$ 23,241,313.76	$ 35,811,000.00
GMPH	Electrical, Instrumentation	$ 35,530,865.34	$ 19,921,397.00
GMPI	Process Mechanical	$ 30,315,016.30	$ 30,440,624.00
GMPJ	Building Trades	$ 7,813,865.58	$ 7,813,865.58
GMPK	Site Finishes and Startup Support	$ 3,794,221.44	$ 3,794,221.44
	Cost of Work	$ 202,511,316.66	$ 225,714,765.58
9%	Contingency	$ 18,226,018.49	$ 20,314,328.90
	Cost of Work plus Contingency	$ 220,737,335.15	$ 246,029,094.48
12.2%	~Additional GCs (12.2% When >$155M)	$ 11,445,475.22	$ 13,134,721.88
	Subtotal Cost of Work	$ 232,182,810.37	$ 259,163,816.36
9.95%	CMAR Fee	$ 23,102,189.63	$ 25,786,799.73
	Construction Total	$ 255,285,000.00	$ 284,950,616.09
	Preconstruction Plus Construction Total	$ 258,150,000.00	$ 287,815,616.09

*Note: Remaining Values for Partial Packages (C,D,G) are approximations not supported by design or estimates.

*Note: The additional GCs are only calculating on Cost of Work plus Contingency above $138,367,439.73 per Amendment 01.

Contract and Payment Mechanism

It is expected that the components of this work package approval will be invoiced as stated below:

1. BP07-002 – Aboveground Electrical: Will be invoiced a Lump Sum per agreed schedule of values.
2. Contingency: Contingency will be allocated to Cost of Work according to the change management process then invoiced accordingly, generally as a Lump Sum.
3. Construction Fee Insurance will be invoiced at the percentages defined in the Agreement.

Plans and Specifications

The following listing of plans, specifications, and documents were used in the development of vendor bid package for this GMP.

Table 2: Reference Specifications / Drawings

Technical Specification / Drawing Title	Specifications / Drawings
00 01 07	Engineer's Seals Page
26 00 00	Electrical General Provisions
26 05 19	Low Voltage Electrical Power Conductors and Cables
26 05 36	Cable Trays for Electrical Systems

26 27 26	Wiring Devices
26 28 16	Enclosed Switches and Circuit Breakers
26 29 03	Low-Voltage Pilot Control Devices
40 61 00	Instrumentation and Control System General Provisions
40 61 01	Instrumentation and Control System References and Abbreviations
40 61 21	Instrumentation and Control System Testing and Commissioning
40 61 26	Instrumentation and Control System Training
40 61 93	Control System Input-Output List
40 63 43	Programmable Logic Controllers (PLCs)
40 66 00	Control System Network Communication Equipment
40 66 81	Control System Fiber Optic Cable
40 67 00	Control System Panels
40 70 00	Instrument Measuring Devices
40 71 00	Flow Measurement
40 72 00	Level Measurement
40 75 00	Liquid Process Analytical Measurement
Appendix A	Drawings
Appendix B	Reference Specifications
E-001 GENERAL ELECTRICAL NOTES	
E-002 ELECTRICAL LEGEND	
E-003 GENERAL SITE PLAN	
E-004 SOUTH PLANT ONE-LINE DIAGRAM	
E-005 ELECTRICAL SITE PLAN E-1A	
E-006 ELECTRICAL SITE PLAN E-1B	
E-007 ELECTRICAL SITE PLAN E-2A	
E-008 ELECTRICAL SITE PLAN E-2B	
E-009 ELECTRICAL SITE PLAN E-3A	
E-010 ELECTRICAL SITE PLAN E-3B	
E-013 DUCTBANK SECTIONS I	
E-014 DUCTBANK SECTIONS II	
E-015 DUCTBANK SECTIONS III	
E-016 NFPA HAZ. CLASS. AREAS: DIVERSION STRUCTURE AND PIPELINE	
E-017 NFPA HAZ. CLASS. AREAS: INFLUENT PUMP STATION	

E-018 NFPA HAZ. CLASS. AREAS: PTU - LOWER PLAN	
E-019 NFPA HAZ. CLASS. AREAS: PTU - UPPER PLAN	
E-020 NFPA HAZ. CLASS. AREAS: EQUALIZATION BASIN	
E-100 DIVERSION STRUCTURE PLAN & DETAILS	
E-200 AREA PLAN	
E-201 SWITCHBOARD SWBD-200 ONE-LINE DIAGRAM	
E-202 SWITCHBOARD SWBD-200 ELEVATION	
E-203 INFLUENT PUMP STATION	
E-204 ELECTRICAL PAD PLAN	
E-205 PUMP STATION OVERALL PLAN	
E-206 PUMP STATION POWER PLAN	
E-207 COARSE SCREENS POWER PLAN	
E-300 PRELIMINARY TREATMENT UNIT AREA PLAN	
E-301 PRELIMINARY TREATMENT UNIT SWITCHBOARD SWBD-300 ONE-LINE DIAGRAM	
E-302 PRELIMINARY TREATMENT UNIT SWITCHBOARD SWBD-300 ELEVATION	
E-303 PRELIMINARY TREATMENT UNIT RISER DIAGRAMS	
E-304 PRELIMINARY TREATMENT UNIT ELECTRICAL PAD PLAN	
E-305 PRELIMINARY TREATMENT UNIT LOWER LEVEL - UNDERGROUND PLAN	
E-306 PRELIMINARY TREATMENT UNIT LOWER LEVEL - POWER PLAN	
E-307 PRELIMINARY TREATMENT UNIT LOWER LEVEL - LIGHTING PLAN	
E-308 PRELIMINARY TREATMENT UNIT UPPER LEVEL PLAN	
E-330 EQUALIZATION BASIN AREA PLAN	
E-331 EQUALIZATION BASIN POWER PANEL PP-330 ONE-LINE DIAGRAM	
E-332 EQUALIZATION BASIN COMPRESSOR AND ELECTRICAL PAD	
E-350 INTER-PLANT CONNECTION PIPING VALVE AND METER VAULT PLANS	
E-370 CARBON STORAGE POWER PANEL PP-370	
E-371 CARBON STORAGE ELECTRICAL PLAN	
E-380 ALKALINITY STORAGE POWER PANEL PP-380	
E-381 ALKALINITY STORAGE ELECTRICAL PLAN	
E-400 BIOLOGICAL REACTOR BASINS AREA PLAN	
E-400A BIOLOGICAL REACTOR BASINS - ALTERNATIVE - AREA PLAN	
E-401 BIOLOGICAL REACTOR BASINS - BASIN 1 PLAN	
E-401A BIOLOGICAL REACTOR BASINS - ALTERNATIVE - BASIN 1	
E-402 BIOLOGICAL REACTOR BASINS - BASIN 2 PLAN	
E-402A BIOLOGICAL REACTOR BASINS - ALTERNATIVE - BASIN 2	
E-403 BIOLOGICAL REACTOR BASINS - BASIN 3 PLAN	
E-403A BIOLOGICAL REACTOR BASINS - ALTERNATIVE - BASIN 3	

E-404 BIOLOGICAL REACTOR BASINS - BASIN 4 PLAN	
E-404A BIOLOGICAL REACTOR BASINS - ALTERNATIVE - BASIN 4	
E-405 BIOLOGICAL REACTOR BASINS - RISER DIAGRAM - 400-RIO-101	
E-405A BIOLOGICAL REACTOR BASINS - ALTERNATIVE - RISER DIAGRAM - 400-RIO-101	
E-406 BIOLOGICAL REACTOR BASINS - RISER DIAGRAM - 400-RIO-102	
E-406A BIOLOGICAL REACTOR BASINS - ALTERNATIVE - RISER DIAGRAM - 400-RIO-102	
E-450 BLOWER BUILDING - SWITCHBOARD SWBD-450	
E-450A BLOWER BUILDING - ALTERNATIVE - SWITCHBOARD SWBD-450 - LEFT SIDE	
E-451 BLOWER BUILDING - SWITCHBOARD SWBD-450 ELEVATION	
E-451A BLOWER BUILDING - ALTERNATIVE - SWITCHBOARD SWBD-450 - RIGHT SIDE	
E-452A BLOWER BUILDING - ALTERNATIVE - SWITCHBOARD SWBD-450 - ELEVATION AND SCHEDULES	
E-453A BLOWER BUILDING - ALTERNATIVE - POWER PANEL PP-450 ONE-LINE DIAGRAM	
E-454A BLOWER BUILDING - ALTERNATIVE - RISER DIAGRAMS	
E-455 BLOWER BUILDING - RISER DIAGRAMS	
E-455A BLOWER BUILDING - ALTERNATIVE - UNDERGROUND ELECTRICAL PLAN	
E-456 BLOWER BUILDING - UNDERGROUND ELECTRICAL PLAN	
E-456A BLOWER BUILDING - ALTERNATIVE - ELECTRICAL ROOM PLAN	
E-457 BLOWER BUILDING - ELECTRICAL ROOM PLAN	
E-457A BLOWER BUILDING - ALTERNATIVE - BIO-REACTORS AERATION BLOWERS PLAN	
E-458 BLOWER BUILDING - BIO-REACTORS AERATION BLOWERS PLAN	
E-458A BLOWER BUILDING - ALTERNATIVE - MBR AIR SCOUR BLOWERS PLAN	
E-459 BLOWER BUILDING - MBR AIR SCOUR BLOWERS PLAN	
E-459A BLOWER BUILDING - ALTERNATIVE - LIGHTING PLAN	
E-460 BLOWER BUILDING - LIGHTING PLAN	
E-500 MEMBRANE BASIN – AREA PLAN	
E-500 MEMBRANE BASIN – POWER PLAN	
E-500 MEMBRANE BASIN – LIGHTING PLAN	
E-500 MEMBRANE BASIN - RISER DIAGRAMS	
E-501 MEMBRANE BASIN - AREA PLAN	
E-502 MEMBRANE BASIN 1 PLAN	
E-503 MEMBRANE BASIN 2 PLAN	
E-504 MEMBRANE BASIN 3 PLAN	
E-550 MEMBRANE SUPPORT BUILDNG – SWITCHBOARD SWBD-500 ONE-LINE DIAGRAM	

E-551 MEMBRANE SUPPORT BUILDNG – SWITCHBOARD SWBD-500 ELEVATION	
E-552 MEMBRANE SUPPORT BUILDNG – POWER PANEL PP-500 ONE-LINE DIAGRAM	
E-553 MEMBRANE SUPPORT BUILDNG – RISER DIAGRAMS	
E-554 MEMBRANE SUPPORT BUILDNG – UNDERGROUND ELECTRICAL PLAN	
E-555 – BUILDING SUPPORT OVERALL PLAN	
E-556 MEMBRANE SUPPORT BUILDING - ELECTRICAL ROOM	
E-557 BUILDING SUPPORT AREA HVAC POWER PLAN	
E-558 BUILDING SUPPORT AREA LIGHTING PLAN	
E-559 MEMBRANE SUPPORT BUILDING - PUMP GALLERY POWER PLAN	
E-560 BUILDING SUPPORT AREA PLAN	
E-561 MEMBRANE SUPPORT BUILDING - PUMP GALLERY HVAC POWER PLAN	
E-562 – BUILDING SUPPORT PUMP GALLERY LIGHTING PLAN	
E-563 - BUILDING SUPPORT CABLE TRAY SECTION	
E-600 RAS PUMP STATION - PLAN	
E-700 TERTIARY FILTERS – AREA PLAN	
E-701 TERTIARY FILTERS – MCC-1 NORTH AND SOUTH MODFIICATIONS	
E-702 TERTIARY FILTERS – ELECTRICAL BUILDING	
E-703 TERTIARY FILTERS – RELIFT PUMP STATION	
E-704 TERTIARY FILTERS – FILTERS	
E-800 SLUDGE STORAGE TANK AREA PLAN	
E-801 SLUDGE STORAGE TANK POWER PANEL PP-800	
E-802 SLUDGE STORAGE TANK EQUIPMENT PAD POWER PLAN	
E-803 SLUDGE STORAGE TANK EQUIPMENT PAD LIGHTING PLAN	
E-9000 - STANDARD CONTROL SCHEMATICS I	
E-9001 - STANDARD CONTROL SCHEMATICS II	
E-9002 - STANDARD CONTROL SCHEMATICS III	
E-9003 - STANDARD CONTROL SCHEMATICS IV	
E-9004 - STANDARD CONTROL SCHEMATICS V	
E-9005 - STANDARD DETAILS I	
E-9006 - STANDARD DETAILS II	
E-9007 – STANDARD DETAILS III	
E-9008 – STANDARD DETAILS IV	
E-9009 – STANDARD DETAILS V	
E-9010 - STANDARD DETAILS VI	
E-9011 - STANDARD DETAILS VII	
E-9012 - STANDARD DETAILS VIII	
IC-101 PROPOSED PLANT SYSTEM ARCHITECTURE	

IC-200 - PLC-101 PANEL	
IC-201 - PLC-101 PANEL INPUT-OUTPUT LIST	
IC-300 - PLC-101 PANEL	
IC-301 - PLC-101 PANEL INPUT-OUTPUT LIST	
IC-330 - RIO-101 PANEL	
IC-360 - PLC-101 PANEL	
IC-370 - PLC-101 PANEL	
IC-380 - PLC-101 PANEL	
IC-400 - RIO-101 PANEL	
IC-400A BIOLOGICAL REACTOR BASINS - ALTERNATIVE - 400-RIO-101 PANEL	
IC-401 400-RIO-102 PANEL	
IC-401A BIOLOGICAL REACTOR BASINS - ALTERNATIVE - 400-RIO-102 PANEL	
IC-450 - 450-PLC-101 PANEL	
IC-451 - 450-PLC-101 PANEL INPUT-OUTPUT LIST	
IC-452 BLOWER BUILDING - MOTOR CONTROL CENTER MCC-450 NETWORK MODIFICATIONS	
IC - 500-PLC-101 PANEL	
IC - 501-PLC-101 PANEL INPUT-OUTPUT LIST	
IC - 700-PLC-101 PANEL	
IC - 800-RIO-101 PANEL	
Addendum No. 1 Dated January 8, 2024	
Addendum No. 2 Dated January 12, 2024	
Addendum No. 3 Dated January 23, 2024	
Addendum No. 4 Dated January 25, 2024	
Addendum No. 5 Dated January 30, 2024	
Addendum No. 6 Dated February 2, 2024	

BID FORM

Bid Package: BP07-002 Above Ground Electrical
Bidder Name: ALTERMAN

SCOPE DESCRIPTION

1. Mobilization, April 1, 2024, to include but not limited to office trailer(s), laydown area, management plans, P6 schedule with equipment and labor loaded, any additional testing, safety, quality, and environmental plan.
2. Subcontractor is required to attend and participate in safety meetings and schedule meetings which includes post-incident and reasonable suspicion drug and alcohol testing. Minimum 4 hours indoctrination required for all employees on site. Any work outside of normal hours needs to be scheduled and approved ahead of time with approval from CMAR.
3. Demobilization will need to be completed within 2 weeks of substantial completion or notification by CMAR.
4. CMAR shall provide benchmark survey once in the vicinity of subcontracted work. Subcontractor shall be responsible for necessary field measurements, verification of measurements, additional survey and final layout as required for installation of their work.
5. Subcontractor to include as-builts drawing markups as required. Survey request must be submitted 48 hours in advance. Unless specifically excluded, Bidder's pricing should include all overhead and indirect costs, including but not limited to project management, administrative work, office rent & utilities, invoice preparation costs, insurance costs, financing costs, personal protective equipment (PPE), tools, and supplies purchases, fuel, and maintenance. Must include all applicable subcontractor coordination.
6. Maintaining access to the work, incidental weather condition access, layout, line and grade, waterproofing, equipment, and night work.
7. Must perform and maintain a material receiving report. Must notify CMAR of scope and/or change orders as they occur. Must follow CMAR and OSHA safety requirements.
8. Subcontractor is responsible for any additional testing if necessary. Subcontractor shall provide required quality and turnover documentation to the CMAR in an organized format as specified by CMAR. Any electronic files must follow a naming convention and organization specified by CMAR.
9. Subcontractor must provide their own OSHA compliant rigging from the hook down.
10. Subcontractor must adhere to the CMAR's crane policies and information. Subcontractor must acknowledge crane pad layout. Must coordinate weekly crane schedule meetings with CMAR.
11. Submission of a 4-week look-ahead schedule on a weekly basis and an overall Critical Path Method (CPM) schedule showing all activities monthly. All equipment mobilized to the project site shall be in safe working order.
12. Subcontractor is responsible for coordination with other trades and bid packages to ensure correct and timely installations and protection of finished work.
13. Must perform and maintain a material receiving record. Must notify CMAR of scope and/or change orders as they occur. Must follow CMAR and OSHA safety requirements. Subcontractor is responsible for any additional testing if necessary. Must create and maintain As-Builts. Bidder shall provide required quality and turnover documentation to the CMAR in an organized format as specified by CMAR. Any electronic files must follow a naming convention and organization specified by CMAR.
14. Subcontractor is responsible for their own material receiving.
15. Cranes to be provided by CMAR. Must coordinate weekly crane schedule meetings with CMAR. Submission of a 4-week look-ahead schedule on a weekly basis and an overall Critical Path Method (CPM) schedule showing all activities monthly. All equipment mobilized to the project site shall be in safe working order.
16. Subcontractor to adhere to Davis-Bacon wage requirements.
17. Personal Protective Equipment (PPE) to include hard hats, safety glasses, safety vest, steel toe boots, and work gloves. PPE shall be worn 100% of the time while performing work onsite. If applicable, Bidder shall provide PPE, including fall protection equipment and devices. Bidder will be back charged for any PPE or other safety equipment that CMAR supplies on their behalf.
18. All employees must attend a 4-hour site orientation meeting prior to working onsite. Supervisors or foreman will attend weekly site coordination meetings. All employees will attend monthly safety meetings.
19. Liquid Damages as applicable.
20. Within 30 days of notice of award, Subcontractor will need to integrate with project CPM and coordinate with other successful bidders to achieve project milestones.
21. Subcontractor will be responsible for site cleanup on a daily basis and may need to dedicate staff to help with cleanup. Subcontractor will be responsible for getting any waste to the dedicated waste disposal locations (provided by CMAR).
22. Subcontractor is responsible for all required permits and inspections for the work completed. If exclusions apply, Subcontractor will be responsible for communicating those in their proposal.
23. Subcontractor accepts terms and conditions contained in the Instructions to Bidders.
24. Provide a 100% performance and payment bond.
25. Supply and install all conduit and hanging hardware for operations indoors or outdoors as well as hazardous or corrosive areas in accordance with the drawings and specifications.
26. Unload, properly store, install, test, startup and commission of all CMAR furnished electrical gear. Provide support hardware as required. Procure and install all non-CMAR furnished gear for power distribution as outlined on the one-line diagrams. Exclude installation of pad mounted switches PMS-S1 and PMS-S2. Exclude installation of transformers S-T5, S-T6, S-T1, S-T2, S-T3, S-T3
27. Complete and properly document the testing and startup of electrical distribution system as described in the specifications.
28. Supply and install all wire as well as all terminations and testing required. Exclude all procurement, installation, termination, and testing of MV cabling.
29. Supply and install complete and operational lighting system including fixtures and controls. Exclude the installation of (20) pole lights, including conduit and wire, along streets.
30. Supply and install complete grounding system including buried wire loops, ground rods, ground wells and connections to new and existing structures or equipment as shown on the drawings and described in the specifications. Connections to duct banks and integration with underground package system to be included. Exclude all duct bank, manhole and light pole grounding.
31. Supply and install complete lightning protection system as shown on the drawings and specifications.
32. Subcontractor is responsible for procurement and coordination with an I&C subcontractor to produce a complete and operational system as shown on the drawings and described in the specifications. Excluding Programmable Logic Controller (PLC) programming and Human Machine Interface (HMI) graphics configuration and development. System Integrator to furnish PLC hardware and field instrumentation.
33. Alternate #2 is the deletion of MCC-450 in the blower building. In lieu of MCC-450, CMAR will be providing individual breakers, VFDs and starters to facilitate adjustment shown on drawings and installed by the Subcontractor.

Item	Technical Specification / Drawing Title	Revision No.
1	Specifications for South Wastewater Treatment Plant - MBR Electrical AG Package BP07-002	YES
2	CMAR Project Schedule (P6)	YES
3	Draft Subcontract	YES
4	CMAR Written Site Specific Safety Plan	YES
5	CMAR Written Site Specific Quality Plan	YES
6	TSCD Plan	YES
7	Crane Policies and Information	YES
8	Expected Delivery Dates and List of CMAR Furnished Electrical Gear	YES
9	Addendum 1 BP07-002 Above Ground Electrical	YES
10	Addendum 2 BP07-002 Above Ground Electrical	YES
11	Addendum 3 BP07-002 Above Ground Electrical	YES
12	Addendum 4 BP07-002 Above Ground Electrical	YES
13	Addendum 5 BP07-002 Above Ground Electrical	YES
14	Addendum 6 BP07-002 Above Ground Electrical	YES

BID ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Diversion Structure	1	LS		$ 1,296,600
2	Influent Pump Station	1	LS		$ 747,500
3	Preliminary Treatment Unit	1	LS		$ 568,100
4	Equalization Basin	1	LS		$ 174,100
5	EQ Basin Flow Control Valve Structure	1	LS		$ 13,900
6	EQ Flow Meter Structure	1	LS		$ 12,300
7	Carbon Storage Area	1	LS		$ 209,200
8	Alkalinity Storage Structure	1	LS		$ 218,800
9	Influent Splitter Box	1	LS		$ 15,500
10	Biological Reactor Basin	1	LS		$ 647,500
11	Blower Building	1	LS		$ 911,500
12	Effluent Filters	1	LS		$ 264,700
13	Relift Pump Station	1	LS		$ 321,000
14	Sludge Storage Tank	1	LS		$ 398,600
15	Membrane Basins	1	LS		$ 265,000
16	Membrane Support Building	1	LS		$ 769,200
17	RAS Pump Station	1	LS		$ 141,500
18	Startup Services	1	LS		$ 75,500
19	Control System Integrator services (programming by others)	1	LS		$ 3,894,200
				SUBTOTAL BASE BID SCOPE =	$ 11,207,400
				PAYMENT AND PERFORMANCE BOND RATE =	$165,983

Alternatives

BID ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	80 Hours of Additional Startup Services (Include Rate Sheet)	80	Hours	102	$ 8,160
2	Deletion of MCC-450 (Gear provided by CMAR)	1	LS	Deduct	$ 262,700
				SUBTOTAL ADDITIVE ALTERNATES =	$ 8,160
				TOTAL BID PRICE (Subtotal Base Bid Scope + Subtotal Additive Alternates) =	$11,215,560

Total Bid Price (Subtotal Base Bid Scope + Subtotal Additive Alternates) is the Price used in the Best Value Scoring Matrix evaluation of the Bid.

Questions for Bidders	Answer (Yes/NO)	Additional/Clarifying Notes
Do you have experience working with the City of Sherman?	YES	
Do you have experience with Alternative Delivery Projects?	YES	
Bidder will be responsible for coordinating/scheduling with other trades. Do you agree to coordinate with CMAR and other trades to complete work within issued pre bid schedule?	YES	
A performance bond will be required for this work. Will you be able to obtain a performance bond within 15 days of notice of award?	YES	
Will you require warehouse space? Include needs in additional/clarifying notes. Bidder will be responsible for their own forklifts and other equipment to perform the work.	YES	
Bidder should include a copy of their rate sheet for startup services. Is a copy of your rate sheet included with your proposal?	YES	
Is Bidder capable and willing to support multiple shift operations if requested by CMAR?	YES	
Have you completed the exceptions and assumptions tabs of this document and included in your submittal?	YES	
Do you agree to the commercial terms in the attached draft subcontract?	YES	
Do you agree to liquidated damages of $1,000 day will apply to P6 Schedule, quality and turnover documents, integration into Project CPM within 30 days of NOA, submittal of schedule of submittals within 10 days of NOA, delays caused to other subcontractors?	YES	
Provide above ground electrical contractor's selected control system integrater	YES	

Bidder acknowledges receipt of the listed Addenda to the RFP. Such Addenda were received prior to submittal of this bid and are made part of Bidder's pricing.

Addendum No. 1 Date: 1/8/2024

Addendum No. 2 Date: 1/12/2024

Addendum No. 3 Date: 1/23/2024

Addendum No. 4 Date: 1/25/2024

Addendum No. 5 Date: 1/30/2024

Addendum No. 6 Date: 2/2/2024

SUBMITTED BY

Name: RANDY RITZENTHALER
Signature: Randy Ritzenthaler
Title: INDUSTRIAL MANAGER DFW
Date: 2/5/2024

FOR
Company: ALTERMAN
Address: 600 EAST DALLAS ROAD STU # 300
GRAPEVINE, TX 75021
Phone: 469-236-6025
E-Mail: randy.ritzenthaler@golaterman.com

VALUE ENGINEERING CONCEPTS:

As part of the bid, if Subcontractor has ideas on cost savings and value engineering while meeting the specifications and the required quality for the Project, please include any potential concepts and the reduction in price in the below table. Additional rows can be added as required. All value engineering ideas will need to be evaluated by the CM/GC, the Client, and the Engineer of Record. Additional information may be required from the Subcontractor.

	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	REDUCTION IN PRICE
VE1	Value Engineering - Concept 1				
VE2	Value Engineering - Concept 2				

Date: February 7, 2024
To: Bidding Contractor
Attn: Estimating
Ref: Sherman South WWTP Above Ground Electrical Scope Letter

Alterman Bid # 1124

Alterman is pleased to submit this proposal for the following scope of work to be completed for the project referenced above according to the following:

REFERENCE DOCUMENTS

Drawings: E-001-E015, E-100, E-200-E-207, E-300-E-308, E-330-E-332, E-350, E-370-E-371, E-308-E381,
Drawings: E-400-E-406, E-450-E-455, E-550-E-553, E-800-E-803, E-900C, E-9001-E-9003,E-9005, E-9006.
Date: 12/18/2024
Prepared by: Plummer | Plummer
Addendums: 6

SCOPE OF WORK

ELECTRICAL

Specifications

26 00 00	Electrical General Provisions	26 27 26	Wiring Devices
26 05 19	LV Electrical Power Conductors and Cables	26 28 16	Enclosed Switches and Circuit Breakers
26 05 36	Cable Trays for Electrical Systems	26 29 03	Low-Voltage Pilot Control Devices
26 05 53	Identification for Electrical Systems		

Detailed Scope

- Coordinate the electrical utility service with the local utility provider.
- Provide and install the wire and cable in the conduits from phase 1, for a complete electrical system.
- Provide and install the secondary side of the electrical service.
- Provide labor and equipment for excavating and backfilling duct bank trenches.
- Provide and install underground raceways, fittings, supports, and hardware.
- Provide and install the manhole on sheet E-700 North.
- Provide and install the 2ea manholes on sheet E-007.
- Provide and install the aboveground raceways, fittings, supports, and hardware.
- Provide and install the wireways, pullboxes, and junction boxes.
- Provide and install the power and control conductors.
- Provide and install the grounding and bonding.
- Provide and install the light fixtures and lighting controls per the provided fixture schedule.
- Provide and install the miscellaneous wiring devices (switches, receptacles, etc.).
- Provide and install the lightning protection system.
- Provide labor and equipment to install electrical and control items furnished but not installed by others (i.e. vendors, manufacturers, etc.). Electrical and control items must be shown on the referenced documents and/or coordinated prior to bid.
- Provide electrical testing and studies for the items furnished and listed on this proposal.

- Provide labor and equipment to set and install the CMAR provided electrical gear.
- Provide Disconnects only, no other Switch Boards, MCC's, Panels, Xfmr's Etc. Other than the items listed below.
- Provide Combo Starters for Bid Item-11:AERATION BLOWER 2 450-BL-121,AERATION BLOWER 4 450-BL-14' AERATION BLOWER 1 450-BL-111, AERATION BLOWER 3 450-BL-131
- Provide Harmonic Filters for bid Item-11:BLOWER-2 500-BL-121,BLOWER-4 500-BL-141,BLOWER 1 450-BL-11 BLOWER 3 450-BL-131, BLOWER-1 500-BL-111, BLOWER-3 500-BL-131,BLOWER 2 450-BL-121, BLOWER 4 450-BL-141
- Provide Combo Starters for Bid Item-16: MBR SUPPLY FAN MBR-SF-02, MBR SUPPLY MBR-EF-03, MBR SUPPLY FAN MBR-SF-03, MBR SUPPLY MBR-EF-04, MBR STORAGE ROOM MBR-EF-01, MBR STORAGE ROOM MBR-SF-01, SUPPLY FAN 2 MBR-SF-02, SUPPLY FAN 3 MBR-SF-03, EXHAUST FAN 3 MBR-EF-03, EXHAUST FAN 4 MBR-EF-04.
- Provide Combo Starters for Bid Item-14: SLUDGE HOLDING TANK BLOWER 1 COOLING FAN, SLUDGE HOLDING TANK BLOWER 2 COOLING FAN
- Provide Harmonic Filters for bid Item-14: 125HP FILTER SLUDGE -1, 125HP FILTER SLUDGE -2

INSTRUMENTATION AND CONTROLS

Specifications

40 61 00	I&C System General Provisions	40 66 81	Control System Fiber Optic Cable
40 61 01	I&C System References and Abbreviations	40 67 00	Control System Panels
40 61 21	I&C System Testing and Commissioning	40 70 00	Instrument Measuring Devices
40 61 26	I&C System Training	40 71 00	Flow Measuring Devices
40 61 93	Control System Input -Output List	40 72 00	Level Measurement
40 63 43	PLC	40 75 00	Liquid Process Analytical Measurement
40 66 00	Control System Network Communication Eq		

Detailed Scope

- Provide, install, startup and commission PLC Control Panels per plans and specifications.
- Influent Lift Station 200-PLC-101, Pretreatment Unit 300-PLC-101, Blower Building 450-PLC-101, Membrane Support 550-PLC-101, Equalizing Basin 330-RIO-101, Carbon Building 370-RIO-101, Alkalinity Building 380-RIO-101, Reactor Basins 1-2 400-RIO-101, Reactor Basin 3-4 400-RIO-102, Sludge Holding Tank 800-RIO-101.
- Provide, install, startup and commission Field Control Panels per plans and specifications. 400-SCP-111, 400-SCP-131, 400-SCP-121, 400-SCP-141
- Provide, install, startup and commission (8) Float Switches (Ball) per the plans and specifications. 200-LSH-111, 200-LSH-121, 200-LSL-111, 200-LSL-121, 600-LSH-101, 600-LSL-101, 700-LSH-101, 700-LSL-101.
- Provide, install, startup and commission (1) Float Switch (Plunger) per the plans and specifications. 300-LSH-101 FLOW CONTROL VAULT HIGH
- Provide, install, startup and commission (8) Submersible Level per the plans and specifications. 200-LT-111, 200-LT-121, 300-LT-101, 400-LT-111, 400-LT-121, 400-LT-121, 400-LT-121, 800-LT-101
- Provide, install, startup and commission (9) Radar Level Meters per the plans and specifications. 100-LIT-101, 100-LIT-102, 300-LIT-101, 370-LIT-111, 370-LIT-121, 380-LIT-111, 380-LIT-121, 400-LIT-101 700-LIT-101.
- Provide, install, startup and commission (12) Electromagnetic Flow Meters per the plans and specifications. 200-FIT-101, 350-FIT-101, 370-FIT-101, 380-FIT-101, 400-FIT-114, 400-FIT-115,400-FIT-124,400-FIT-125

400-FIT-134, 400-FIT-135, 400-FIT-144, 400-FIT-145.

- Provide, install, startup and commission (12) Thermal Mass Flow Meters per the plans and specifications.
  400-FIT-111, 400-FIT-112, 400-FIT-113, 400-FIT-121, 400-FIT-122, 400-FIT-123,400-FIT-131,400-FIT-132
  400-FIT-133, 400-FIT-141, 400-FIT-142, 400-FIT-143.
- Provide, install, startup and commission (8) Pressure Indicating Pressure Transmitters per the plans and
- specifications.
  200-PIT-101, 370-PIT-101, 380-PIT-101, 400-PIT-101, 500-PIT-101,500-PIT-111,500-PIT-111,500-PIT-131
- Provide, install, startup and commission (25) Pressure Gauges per the plans and specifications.
  201-PI-111, 201-P1-121, 201-PI-131, 201-PI-141, 300-PI-111, 300-PI-121, 330-PI-111, 370-PI-141,
  370-PI-151, 370-PI-161, 380-PI-111, 380-PI-121, 380-PI-131, 400-PI-1000, 400-PI-2000, 400-PI-3000,
  400-PI-4000, 400-PI-1001, 450-PI-101, 450-PI-200, 600-PI-111, 600-PI-121, 600-PI-131, 600-PI-141,
  600-PI-151.
- Provide, install, startup and commission (12) Analytical Controller/Transmitter per the plans and specs.
  400-AIC-111, 400-AIC-112, 400-AIC-113, 400-AIC-121, 400-AIC-122, 400-AIC-123, 400-AIC-131,
  400-AIC-132, 400-AIC-133, 400-AIC-141, 400-AIC-142, 400-AIC-143.
- provide, install, startup and commission (12) Analytical PH/Temp Sensor per the plans and specifications.
  400-AE-111A, 400-AE-111C, 400-AE-113A, 400-AE-121A, 400-AE-121C, 400-AE-123A, 400-AE-131A,
  400-AE-131C, 400-AE-133A, 400-AE-141A, 400-AE-141C, 400-AE-143A.
- Provide, install, startup and commission (12) Analytical ORP Sensor per the plans and specifications.
  400-AE-111B, 400-AE-111D, 400-AE-113B, 400-AE-121B, 400-AE-121D, 400-AE-123B, 400-AE-131B,
  400-AE-131D, 400-AE-133B, 400-AE-141B, 400-AE-141D, 400-AE-133B.
- Provide, install, startup and commission (12) Analytical DO Sensor per the plans and specifications.
  400-AE-112B, 400-AE-112D, 400-AE-113D, 400-AE-122B, 400-AE-122D, 400-AE-123D, 400-AE-132B,
  400-AE-132D, 400-AE-133D, 400-AE-142B, 400-AE-142D, 400-AE-143D.
- Provide, install, startup and commission (4) Analytical Turbidity and Suspended Solids Sensor per the plans
- and specifications.
  400-AE-113E, 400-AE-123E, 400-AE-133E, 400-AE-143E.
- Provide, install, startup and commission (4) Analytical Nitrate Sensor per the plans and specifications.
  400-AE-113, 400-AE-123C, 400-AE-133C, 400-AE-143C.
- Provide, install, startup and commission (16) Ammonia Sensor per the plans and specifications.
  400-AE-111E, 400-AE-112A, 400-AE-112C, 400-AE-113F, 400-AE-121E, 400-AE-122A, 400-AE-122C,
  400-AE-123F, 400-AE-131E, 400-AE-132A, 400-AE-132C, 400-AE-133F, 400-AE-141E, 400-AE-142A.
  400-AE-142C, 400-AE-143F.
- Provide, terminate and test 6 strand 50un multimode cable per the plans and specifications.
  From Reactor Trains 1 & 2 to Blower Building, From Reactor Trains 3 & 4 to Blower Building, From Blower Building to Membrane Building, From Blower Building to Pretreatment, From Membrane Building to Influent PS, From Membrane Building to North SCADA System, From Sludge Storage Tank to ILS 200-PLC-101.

- Qualifications:
- Provide the following per specifications for the equipment furnished in our scope:
  Submittals and O&M Manuals,Training for Owners personnel,Startup and Commissioning,Field Terminations Spare Parts, Tests and Testing Documentation as required in the specs.1.Un-witnessed Factory Test (UFT) 2. System Integration Test (SIT) 3. Witnessed Factory Test (WFT) 4. Operational Readiness Test (ORT) 5. Functional Demonstration Test (FDT) 6. 30-Day Site Acceptance Test (SAT)
- Provide Process Control System Integration and related services required to achieve a fully integrated

and operation system per the plans and specifications.
- Provide and terminate field Surge Suppression and/or Isolation barriers for instruments provided in this BOM.

- Exclusions:
- Application Services by Others.
- Any equipment or work associated with Vendor Provided equipment or panels including terminations, testing, programming, surge protection, communications equipment, etc.
- Mechanical installation of in-line devices (flow meters, valves, etc.).
- Furnishing and installation of stilling wells, piping saddles, mating flanges/sleeves, process taps, and isolating valves required to connect field instrumentation.

CLARIFICATIONS & QUALIFICATIONS

- Alterman includes startup assistance for the scope provided herein.
- Alterman includes required documentation and management for the scope provided herein. A formal notice of intent to award is required to begin material and equipment submittals. Alterman will place priority on submittal packages for projects under signed contract.
- Alterman has tried to account for any discrepancy's in the plans and specs, it our intent to provide a complete package by working directly with our Eaton Switchgear Provider, and our Integration Contractor.

EXCLUSIONS

- Utility company service charges and administration fees.
- Existing utility service size and condition.
- Demolition and removal of any underground concrete duct banks.
- Supply and installation of hydraulic equipment (i.e. motors, pumps, valves, blowers, appliances, etc.).
- HVAC equipment, controls, and installation.
- Saw cutting and replacing concrete and asphalt.
- Functionality and warranty of existing electrical and control systems.
- Safety and functionality of existing electrical systems by others, during or prior to work described herein (i.e. owner's maintenance departments, maintenance contracts, etc.).
- Solid rock excavation.
- Spoil relocation from work area/site and all associated fees.
- Dumpsters and portable toilets.
- Sandblasting or Painting.
- Potholing, investigative excavation, location services, and all associated fees.
- Dewatering.
- Tunneling and boring for the installation of underground raceways.
- Provide and install the heat tracing.
- Supply and installation of insulation and stainless steel jacketing for heat traced piping system.
- Overtime, expediting, and acceleration fees.
- Taxes.

TERMS

- This proposal is based solely on the Engineer-furnished design documents. Alterman does not include

assumed clarifications. Alterman shall not be responsible for any costs or expenses necessitated by changes and/or corrections due to errors or omissions in the design documents.

- Any design services provided by Alterman will be reviewed by the Engineer to assure acceptability when integrated with the entire work. Owner is entitled to rely on the accuracy and completeness of design services or certificated provided by Alterman only to the extent that design responsibility is specifically delegated to Bidder by agreement in writing and all design and performance criteria are furnished to Alterman.
- Price is contingent upon execution of a mutually acceptable contract and project schedule
- Price is valid for 30 days from proposal date.

PRICING

Total:	**$**	**11,207,400**
Bond Premium ADDER (not included in Total)	$	165,983
ALT - Delete MCC-450	$	262,700

We appreciate the opportunity to submit this proposal. If there are any questions, please contact us.

Sincerely,

Randy Ritzenthaler
Industrial Division
Mobile: (469) 236-6423
randy.ritzenthaler@goalterman.com

Alterman

Wired for Excellence Since 1923

BID PROPOSAL

South Wastewater Treatment Plant – MBR

Bid Package – BP08-001 Above Ground Electrical

FOR
CITY OF SHERMAN

14703 Jones Maltsberger • San Antonio, TX 78247 | 17760 Lockout Rd Suite 150 • Schertz, TX 78154 | 5905 Williamson Rd • Creedmoor, TX 78610
1340 Airport Commerce Dr. Suite 425 • Austin, TX 78741 | 600 E. Dallas Rd Suite 300 • Grapevine, TX 76051 | 4116 Dona Ana Rd • Las Cruces, NM 88007

Phone: (210) 496-6888 • Fax: (210) 496-7349
www.GoAlterman.com

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New Mexico Electrical Contractor's License No. 404538 • Regulated by The New Mexico Regulation & Licensing Department | P.O. Box 400790, San Antonio, Texas 78260 • (505)476-4500 • www.rld.nm.gov

STATEMENT OF RESPONDENT'S QUALIFICATIONS

(To be submitted by the RESPONDENT ONLY upon the request of the City)

To allow the City to determine the lowest responsible RESPONDENT, the following information shall be provided. Attach separate sheets as needed.

1. Name of RESPONDENT
   Alterman, Inc.

2. Type of organization, i.e., corporation, sole proprietor, partnership, etc.
   Corporation

3. Permanent main office address.
   600 E. Dallas Rd., Suite 300, Grapevine, TX 76051

4. When organized.
   2008

5. If a corporation, where incorporated.
   State of Texas

6. State how many years have you been engaged in the contracting business under your present firm or trade name, and give all other names under which your organization has operated in the last 10 years.
   100 years

7. State the name of all corporate officers, or partners, or the owners, as appropriate.
   See Attached

8. State the company tax identification number, or, if a sole proprietor, the proprietor's social security number.
   See Attached

9. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate dates and current percent of completion). Provide name, address, and telephone number of the project owner and the engineer.
   See Attached

10. General character of work performed by your company.
    Electrical

11. Have you ever failed to complete any work awarded to you?
    No

12. Have you ever defaulted on a contract? If so, where and why?
    No

13. List your important projects, of similar size recently completed by your company, and for whom, stating the approximate cost for each, and the month and year completed. Provide name, address, and telephone number of the project owner and engineer.
    See Attached

14. List your major equipment available for this contract.
Crane rented from Howell Crane and Rigging, Inc.

15. Experience in construction work similar in importance to this project.
See Attached

16. Background and experience of the principal members of your organization, including the officers and the proposed Project Superintendent.
See Attached

17. Credit available.
$15 million line of credit remain fully available

18. Give three credit references, one of which must be a financial institution.
See Attached

19. State the name and address of each of your Workmen's Compensation insurance carriers for the last 5 years.
Amerisure Insurance Company
131 Interpark Blvd., San Antonio, TX 78216

20. List each claim made against you by your employees or third parties for personal injury, death, or property damage in each of the last 3 years.
See Attached

21. List any and all litigation including arbitration, administrative proceedings, and mediation in which you have been a plaintiff or defendant involving any owner, architect or engineer over the past 5 years. This list should be in sufficient detail to explain the positions of the various parties and the ultimate outcome as to the damages awarded (if any). This list shall be considered material as respects the final awarding of any contract connected with the bid. (State "none" or submit information on attached sheet).
None

22. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the OWNER in verification of the recitals comprising this Statement of Respondent's Qualifications

Dated at_____, this_____day of_____20_____.

_____
Name of Respondent

By:_____

Title:_____

STATE OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that he is
_____, of_____, and that the answers to the foregoing questions
(name of supplier)
and all statements therein contained are true and correct.

Subscribed and sworn to before me this_____day of_____, 20_____.

_____
Notary Public
My commission expires:_____

Alterman

Wired for Excellence Since 1923

General Information

Alterman, Inc. (Incorporated on January 1, 2008) Parent Co.: Alterman Management Group, Inc.
FKN: Nathan Alterman Electric Co., Ltd. Grandparent Co.: Alterman Group Inc.

Physical Addresses

Corporate Office
3510 N Loop 1604 E
San Antonio, TX 78247
210-496-6888

San Antonio Office
14703 Jones Maltsberger
San Antonio, TX 78247
210-496-6888

Austin Office
1340 Airport Commerce Dr.,
Suite 425, Austin, TX 78741
512-836-3950

Schertz Office
17750 Lookout Rd., #150
Schertz, TX 78154
210-496-6888

New Mexico Office
22900 Stern Dr.
Anthony, NM 88021
575-525-0702
(Effective April 2023)

Creedmoor Office
5905 Williamson Rd.
Creedmoor, TX 78610
512-243-2281

Grapevine Office
600 E. Dallas Rd., Suite 300.
Grapevine, TX 76051
469-629-6522

Billing Address
P.O. Box 700490
San Antonio, TX 78270

Officers	Title	Yrs w/ Co.	Yrs in Industry	Yrs in Position
Greg Padalecki	President & CEO	24	29	5
Ron Caccamese	EVP – Strategic Workforce Solutions	37	41	1
Chris Blanton	VP – San Antonio	2	29	1
Paul Mendoza	VP – Austin	26	26	5
Nelson Froboese	VP – Industrial Division	10	49	3
Jon Atteberry	VP – Safety	2	25	1
Harvey Zapata	Director Estimating & Pre-Construction	23	34	3

Primary Scopes

Division 26 – Electrical **Division 27** – Communications **Division 28** – Electronic Safety & Security

Federal Tax ID Numbers

Alterman, Inc. 74-1046488 **Alterman Management Group** 74-2900357
Alterman Group, Inc. 74-2316654 **Texas Sales Tax Number** 1-741046488-1

Alterman, Inc. Certificate of Filing - Texas 801068034

IBEW LOCAL 60 UNION (SA) **(Collective Bargaining Agrmt exp. 05-31-23)**
IBEW LOCAL 520 UNION (Austin) **(Collective Bargaining Agrmt exp. 06-01-25)**
IBEW LOCAL 20 UNION (Dallas) **(Collective Bargaining Agrmt exp 11-30-25)**
IBEW LOCAL 278 UNION (Corpus) **(Collective Bargaining Agrmt exp 08-31-23)**
IBEW LOCAL 583 UNION (El Paso +NM) **(Collective Bargaining Agrmt exp 12-31-24)**
IBEW LOCAL 602 UNION (Lubbock & Midland/Odessa) **(Collective Bargaining Agrmt exp 08-31-25)**

Licenses

Electrical Contractors: License #17043 **(Exp.7/13/23)**
by: Texas Department of Licensing and Regulation

Security Alarm: License # B12899 **(Exp. 2/28/24)**
by: The Texas Private Security Bureau

Gregory A. Padalecki Master Electrician License # 282929 Expires 04/19/2023

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Texas Security Contractor License No. B12899 • Regulated by the Texas Department of Public Safety | P.O. Box 4087, Austin, Texas 78773 • www.dps.texas.gov/rsd/contactbsp.asp

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Fire Alarm Certificate: License #ACR-1828 **(Exp. 3/4/24)**
by: Texas Department of Insurance State Fire Marshall's Office

NM Electrical Contractors: License #404538 – EE98, EL01 **(Exp. 04/30/24)**

Financial Information

D&B (Duns Number) Alterman, Inc.	00-883-1521
D&B Alterman Group Inc.	13-171-7332
D&B Rating	**1R3**
SIC Code	1731
CAGE Code (Federal Government code)	0GNU5
NCCI Code	914325609
TX Unemployment Insurance Number	11-8358273-96
NAICS Code	**Primary NAICS**: **238210** - Electrical Contractors and other Wiring Installation Contractors; **237130** - Power and Communication Line and Related Structures Construction; **221122** - Electrical Power Distribution; **811310** – Electrical Generating and Transmission Equipment Repair & Maintenance Services; **2211** - Electrical Power Generation, Transmission & Distribution; **221118** - Other Electrical Power Generation; **236210** - Industrial Building Construction
AES NAICS Code	**237130** - Power and Communication Line and Related Structures - Construction

Bank

Frost National Bank
Contact: Matt Jones, AVP (210-220-5910)
100 W. Houston Street
San Antonio, TX 78205
mjones@frostbank.com

Line of Credit: Medium 8 figure
Against LOC: Medium 7 figure
Relationship: Since 2007
Maturity Date: November 2037

Surety Company

CNA Surety
Contact: James Albright (210-403-5225)
14100 San Pedro Ave, Ste. 206
San Antonio, TX 78232
Relationship: Since 1991

Bonding Agent/Broker

Time Insurance Company
Contact: Patricia Ferguson (210-342-9451)
pferguson@timeinsurance.com
12042 Blanco Rd., Suite 340, SATX, 78216
Relationship: Since 1992
Surety Rating: **A+ XV**

Bonding Capacity: $100,000,000.00 (single)
$450,000,000.00 (aggregate)
Largest Bonded Project: $70MM stand-alone / $ 91MM
% of Work Normally Bonded: 20%

Current Bonded Amt: $169MM *(as of 11/11/2022)*

Financial Statement Firm

RMS US LLP
19026 Ridgewood Pkwy, Ste 400
San Antonio, TX 78259

(210) 828- 6281

Safety & Manpower – AMG Only

Alterman SA Office: 25,000 sq. ft. (excluding Pre-Fab) Pre-Fab Shop: 11,000 sq. ft.
Current # of Projects: 128 (Large Jobs as of 03/2023)
Average Contract Value: $15MM (excluding service) $3MM (with service)
Employees: AMG/PMs/Admin/Sh Sc's: 266 **Field:** 900 **Total:** 1,166 as of 03/2023

Annual Dollar Volume – AMG Only

2022	$278,313,548	**2021**	$251,041,556	**2020**	$160,534,290	**2019**	$171,048,563
2018	$111,469,439	**2017**	$112,602,198	**2016**	$ 99,492,598	**2015**	$145,000,000
2014	$ 85,000,000	**2013**	$ 96,000,000	**2012**	$ 90,000,000		

Net Worth	**2022:** $ 71,412,794	**2021:**	$62,213,748
2022 Backlog:	$444,374,000		
2021 Backlog:	$278,228,000		
2022 Current Projects:	$1,013,660,491		
2021 Current Projects:	$696,451,432		

Employee Hours

2022 – 2,067,105
2021 – 2,870,775
2020 – 1,688,788
2019 – 1,734,017
2018 – 1,326,906

EMR Rates

2023	0.50
2022	0.55
2021	0.54
2020	0.65
2019	0.62

Insurance

Marsh Wortham
131 Interpark Blvd., San Antonio, TX 78216
Contact: Cindy McKinzie – (210) 249-2335
Cindy.McKinzie@MarshMMA.com
P.O. Box 7952008
San Antonio, TX 78279

Commercial General Liability:	Amerisure Insurance Company
Automobile Liability:	Amerisure Insurance Company
Umbrella Liability:	Amerisure Mutual Insurance Company
Workers Compensation:	Amerisure Insurance Company
Professional/Pollution Liability:	Steadfast Insurance Company

Credit References

Crawford Electric Supply Co., LTD
310 N. Weidner Road
San Antonio, TX 78233
Account #: 6431

Laura Castillo
Phone: 210.805.9898
Fax: 210.477.4244
E-Mail: lacastillo@crawfordelectricsupply.com

Hill Country Electric Supply
3003 N.E. Loop 410, Suite 101
San Antonio, TX 78218
Account #: 4734

Tim Small
Phone: 210.653.0483
Fax: 210.293.4109
E-Mail: tim.small@hces.net

The Reynolds Company
P.O. Box 671344
Dallas, TX 7526
Acct #: 10311

Massey Brand
Phone: 512.848.0058
E-Mail: MBrand@reynco.com

Alterman Industrial Large Projects

In Progress

Project Name	Client Name	Owner Name	Contract Amount	Completion Date
HoltCat Del Rio Round 2	Holt Cat, Texas.	City of Del Rio	$1,090,900.00	
Nelson Booster Pump Station	Associated Construction Partners	Crystal Clear SUD	$635,303.00	
SAWS Randolph Pump Station Improvements	Archer Western Construction, LLC.	San Antonio Water System	$12,239,449.00	
SAWS Digester Mixing & System Enhancements Phase III	MGC Contractors, Inc.	San Antonio Water System	$14,230,434.00	
Joe Klar Pump Station Generator	Alterman, Inc.	Cordilleria Ranch	$517,145.00	
Pflugerville WTP Expansion	PLW Waterworks	City of Pflugerville	$22,178,900.00	5/17/2026
Cordilleria Ranch WRC Expansion	Associated Construction Partners	Cordilleria Ranch	$1,232,700.00	12/23/2023
SAWS Steven M Clouse WRC Electrical Improvements Phase 2B	Alterman, Inc.	San Antonio Water System	$23,220,036.55	3/25/2025
Mallard Water Supply Facility	Garney Construction, Co.	EPCOR Water Arizona	$24,632,653.00	3/25/2025
SAWS East Houston Street	Shannon-Monk, Inc.	San Antonio Water System	$1,099,000.00	2/28/2024
Pflugerville WTP Gear Package	N/A	City of Pflugerville	$2,710,100.00	5/17/2026
BCRUA Raw Water DS Phase 2	Thalle Construction	Brushy Creek Regional Utility Authority	$23,563,600.00	10/14/2027
Woman Hollering Creek Summary	Thalle Construction	City of Schertz	$967,747.00	4/30/2023
Carrizo Groundwater Lockhart & NBU Supply Points	M5 Utilities	Guadalupe Blanco River Authority	$447,100.00	3/25/2023
SAWS Lift Stations Phase 5 Rehab	Keystone Construction	San Antonio Water System	$2,324,085.40	4/29/2024
Holt - Del Rio Generators	Holt Cat, Texas.	City of Del Rio	$1,381,700.00	
SAWS Lemon Creek Ranch Lift Station	S.J. Louis Construction of Texas	San Antonio Water System	$1,320,100.00	8/11/2023
SAWS Cagnon Road GST Replacement	DN Tanks	San Antonio Water System	$739,195.69	6/26/2026
San Marcos Surface WTP	Archer Western Construction, LLC.	City of San Marcos	$3,361,731.00	6/18/2024
SAWS Steven M Clouse WRC Headworks	Peabody General Construction	San Antonio Water System	$741,000.00	5/8/2023
SAWS Turtle Creek Pump Station No.3	Archer Western Construction, LLC.	San Antonio Water System	$8,058,300.00	12/29/2023
Alsatian Oaks Medina Valley	Garney Construction, Co.	City of Castroville	$765,600.00	10/28/2022
Highland Gardens Unit #2 Lift Station	V.K. Knowlton Construction & Utilities, Inc.	San Antonio Highland Gardens, Ltd.	$859,000.00	9/7/2022
SAWS Steven M Clouse WRC Electrical Improvements Phase 2A	Alterman, Inc.	San Antonio Water System	$24,418,601.19	12/1/2023
SAWS Artesia Pump Station	PLW Waterworks	San Antonio Water System	$4,223,000.00	3/1/2024
SSLGC Contract 1 Wells	Dorado Construction Group	Schertz Seguin Local Government Corporation	$1,418,500.00	4/10/2023
Alliance Ph1 Booster Pump Station	MWH Constructors	Alliance Regional Water Authority	$3,526,219.87	7/18/2024
Alliance Raw Water WTP	Archer Western Construction, LLC.	Alliance Regional Water Authority	$12,552,196.63	9/13/2023
Salitrillo WWTP Expansion	MGC Contractors, Inc.	San Antonio River Authority	$7,204,562.29	9/18/2023

Alterman Industrial Large Projects

In Progress

Project Name	Client Name	Owner Name	Contract Amount	Completion Date
Martinez IV WWTP Expansion	MGC Contractors, Inc.	San Antonio River Authority	$3,196,469.10	4/1/2023
Center Point WW Phase 3	D Guerra Construction	Kerr County	$188,961.00	11/22/2022
Center Point WW Phase 3	D Guerra Construction	Kerr County	$414,232.00	11/22/2022
GBRA Grove Lane Lift Station	Keystone Construction	Guadalupe Blanco River Authority	$1,171,792.00	11/1/2022
GBRA Lake Dunlap Dam	Zachry Construction	Guadalupe Blanco River Authority	$429,000.00	6/1/2023
Grandview Pump Station Expansion	Pesado Construction	New Braunfels Utilities	$1,521,671.44	3/1/2023
SAWS WPF Upgrades Phase II	Associated Construction Partners	San Antonio Water System	$982,781.93	7/1/2023
SAWS WRIP Ph 2 Pump Station Improv	MGC Contractors, Inc.	San Antonio Water System	$4,297,749.00	6/1/2023
BCRUA RWS East Plant Exp	Thalle Construction	City of Round Rock	$28,543,621.62	2/28/2023
FM 3351 Booster Pump Station Improv	Associated Construction Partners	Guadalupe Blanco River Authority	$394,783.66	3/30/2023
John F Kubala WTP Backwash Mods	Archer Western Construction, LLC.	City of Arlington	$871,936.83	9/1/2023
Wylie WTP Phase I	MWH Constructors	North Texas Municipal Water District	$3,793,800.00	7/31/2024
TRA Red Oak Creek WTP	Thalle Construction	Trinity River Authority	$3,973,300.00	6/1/2024
Northwest Booster Pump Station	Archer Western Construction, LLC.	City of Denton	$2,931,900.00	1/17/2024
Wylie WTP Ammonia System	MWH Constructors	North Texas Municipal Water District	$4,042,300.00	1/19/2024
City of Cleburne - WWTP Expansion & Reuse Pump Station Improvements	Archer Western Construction, LLC.	City of Cleburne	$5,535,958.00	3/5/2024
TRA Red Oak Creek Interceptor Segment 40RO-1 Phase 2	Thalle Construction	Trinity River Authority	$502,900.00	5/31/2024
UTRWD Tom Harpool WTP	Archer Western Construction, LLC.	Upper Trinity Regional Water District	$2,180,054.00	3/2/2024
Fort Bliss - Equipping Pike Well 5B	Smithco Construction	Fort Bliss Water Services Comp	$374,000.50	2/2/2023
LRGPWWA South Valley Service Area Water & Treatment Project	Morrow Enterprises, Inc.	Lower Rio Grande Public Water Works Authority (LRGPWWA)	$605,625.00	3/31/2023
Mesquite Brazito Lift Stations	Smithco Construction	Lower Rio Grande Public Water Works Authority (LRGPWWA)	$470,941.00	9/30/2023
Las Cruces Utilities Booster Stations	Alterman, Inc.	Las Cruces Utilities	$699,200.00	5/12/2023
Roberto R. Bustamante WWTP - Headworks Improvements Project	MGC Contractors, Inc.	El Paso Water	$20,367,715.00	8/14/2025
Biedenharn Lift Station	V.K. Knowlton Construction & Utilities, Inc.	Pulte Homes on behalf of Kendall County Water	$1,137,325.00	
Sweetwater Booster Pump Station	Alterman, Inc.	Lazy Nine Municipal Utility No. 18	$3,308,433.00	2/4/2023
SAWS Lomas Verdes Lift Station	DNT Construction	San Antonio Water System	$475,700.00	11/23/2023
Roy White Lift Station	Yantis	2020 Fl Nabors, Inc.	$1,450,000.00	12/1/2023

Alterman Industrial Large Projects

Completed

Project Name	Client Name	Owner Name	Contract Amount	Completion Date
Big Lake WWTP Expansion	Keystone Construction	City of Big Lake	$1,105,300.00	12/1/2022
Esparanza Reclaimed & Potable Water Pkg 2	M5 Utilities	Kendall County Water Control	$813,700.00	11/1/2022
Kyle WWTP	Archer Western Construction, LLC.	City of Kyle	$6,232,000.00	4/5/2022
SAWS Leon Creek WRC Elec Sysm Improvemments Phase I	Alterman, Inc.	San Antonio Water System	$5,661,882.27	12/29/2021
SAWS Feathercrest Lift Station	Archer Western Construction, LLC.	San Antonio Water System	$704,700.00	12/27/2021
Dietz WW Lift Station Phase A	Lupe Rubio Construction	Guadalupe Blanco River Authority	$419,700.00	10/1/2021
Green Valley Santa Clara Plant Pkge	S.J. Louis Construction of Texas	Green Valley Special Utility District	$639,523.29	9/7/2021
SAWS Broadband AP & PLC Ph 2	Alderom, LLC.	Prime Controls c/o SAWS	$895,800.00	2/23/2021
SAWS Wurzbach Pump Station Improv	Archer Western Construction, LLC.	San Antonio Water System	$8,006,819.00	8/20/2020
SAWS CWIP Maltsberger Pump Station Improv	Archer Western Construction, LLC.	San Antonio Water System	$5,821,670.00	6/29/2020
SAWS CWIP Terminus Treatment Facility (Agua Vista)	PLW Waterworks, LLC.	San Antonio Water System	$17,391,097.00	6/27/2020
SAWS CWIP Bitters Pump Station Improvements	MGC Contractors	San Antonio Water System	$1,266,100.61	6/1/2020
NBU Water Plant Pump Station Exp Gear	Pesado Construction	New Braunfels Utilties	$468,000.00	5/29/2020
NBU Water Plant Pump Station Exp Package 2	Pesado Construction	New Braunfels Utilties	$1,348,197.97	5/29/2020
SAWS Disinfection Phase II	Archer Western Construction, LLC.	San Antonio Water System	$2,478,698.15	5/4/2020
Kerrville Legion Lift Station	Keystone Construction	City of Kerrville	$439,681.00	3/5/2020
Asherton WWTP	Associated Construction Partners	City of Asherton	$602,551.00	3/4/2020
Center Point Wastewater Collection Sys Ph 1 Lift Station	Pesado Construction	Kerr County	$405,805.15	11/1/2019
SAWS Basin Pump Station	Archer Western Construction, LLC.	San Antonio Water System	$3,435,000.00	10/19/2019
SAWS Zarzamora Pump Station	Archer Western Construction, LLC.	San Antonio Water System	$3,027,290.00	7/3/2019
Vista Ridge HSPS, IPS 1 & 2, Well Sites	Garney Construction, Co.	Central Texas Regional Water Supply Corp	$8,788,587.00	7/1/2019
SARA Martinez Creek Phase IV WWTP	MGC Contractors	San Antonio River Authority	$899,113.41	3/25/2019
Center Point WW Collection Ph 1	MGC Contractors	Kerr County	$1,088,146.00	12/13/2018
Park Village WWTP	Cunningham Construction & Associates, Inc.	Comal County Water Control and Improvement No. 6	$927,961.17	11/5/2018
SAWS Broadband Access Points Ph 1	Prime Controls	San Antonio Water System	$1,113,024.82	10/5/2018
SAWS Salado Pressure Zone 1295 BPS	MGC Contractors	San Antonio Water System	$1,101,048.00	7/5/2018
Well Ranch Phase 2 Carrizo Wells	Wauters Engineering, Inc.	Canyon Regional Water Authority	$565,040.59	6/18/2018
SAWS 34th Street Pump Station	Archer Western Construction, LLC.	San Antonio Water System	$3,876,769.03	5/23/2018

Alterman Industrial Large Projects

Completed

Project Name	Client Name	Owner Name	Contract Amount	Completion Date
Castroville WWTP 3	Garney Construction, Co.	City of Castroville	$1,328,186.82	4/1/2018
City of Kerrville Reuse Pond & Pump Stations	MGC Contractors	City of Kerrville	$740,599.88	3/31/2018
SAWS Leon Creek WRC	Archer Western Construction, LLC.	San Antonio Water System	$1,442,172.28	1/3/2018
SAWS Leon Creek Pump Station	Archer Western Construction, LLC.	San Antonio Water System	$452,376.90	12/1/2017
Highland Estates, Unit 1, Montana Pass Floating GST	Pesado Construction	San Antonio Water System	$1,003,893.55	11/29/2017
SAWS DSP Southeast Tank & Pump	Garney Construction, Co.	San Antonio Water System	$2,104,000.00	11/8/2017
SAWS Clayton Tank	Lambda Construction 1, Ltd.	San Antonio Water System	$856,738.00	9/27/2017
Luckey Ranch Sports Park	V.K. Knowlton	LGI Homes	$636,540.00	4/30/2017
SAWS Port SA & Lackland AFB Water Improvement Project	Qro Mex Construction Co., Inc.	San Antonio Water System	$930,771.00	2/24/2017
SAWS Cibolo Creek Sewershed Flow Diversion	Spiess Construction Co, Inc.	San Antonio Water System	$644,981.73	12/31/2016
Selma Water Site #2 Improvement	Alterman, Inc.	City of Selma	$215,572.00	12/1/2016
SAWS Evans Road Pump Station	MGC Contractors	San Antonio Water System	$2,298,431.65	11/30/2016
SAWS WPF Disinfection System	MGC Contractors	San Antonio Water System	$3,469,100.09	10/24/2016
SSLGC MV Soft Start	Alterman, Inc.	Schertz Seguin Local Government Corporation	$360,954.80	10/13/2016
SAWS Dos Rios Sludge Blend	Archer Western Construction, LLC.	San Antonio Water System	$1,021,480.50	7/1/2016
SAWS Twin Oaks Pump Station	Garney Construction, Co.	San Antonio Water System	$3,763,042.72	6/27/2016
SAWS WRIP Old Pearsall Road Pump Station Phase 1	Archer Western Construction, LLC.	San Antonio Water System	$3,758,685.71	6/3/2016
SAWS Wurzbach Pump Station, Well No. 5 & 6 Motor Starters Purchase & Replacement	Alterman, Inc.	San Antonio Water System	$231,049.00	5/31/2016
NBU Kuehler WWTP	MGC Contractors	New Braunfels Utilties	$1,877,693.02	4/7/2016
SAWS Dos Rios WRC Digester Mixing and System Enhancements Ph II	MGC Contractors	San Antonio Water System	$2,922,685.47	11/5/2015
SAWS Dos Rios NPW Upgrade	MGC Contractors	San Antonio Water System	$1,000,528.73	7/7/2015
SAWS Somerset Pump Station	MGC Contractors	San Antonio Water System	$919,663.15	3/12/2015
SAWS Borgfeld Pump Station	Pesado Construction	San Antonio Water System	$371,911.73	1/31/2015
SAWS DSP WPF Upgrades	Lambda Construction 1, Ltd.	San Antonio Water System	$1,207,845.00	11/18/2014
North Standpipe and Triangle Pump Rep	Alterman, Inc.	Dripping Springs Water Supply Corporation	$333,574.00	8/1/2021
Manville Gregg Lane Booster Plant	Alterman, Inc.	Manville Water Supply Corporation	$704,958.29	7/1/2023
Goforth Plant L GST	Alterman, Inc.	Goforth Special Utility District	$787,000.00	9/30/2021
CTWM JSWSC CR 303 GST BPS Impro	Central Texas Water Maintenance	Jarrell Schwertner Water Supply Corporation	$430,300.00	1/1/2023
Dripping Springs WSC Well Field & HSPS	Alterman, Inc.	Dripping Springs Water Supply Corporation	$1,109,994.00	11/23/2022

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	3	2
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	167
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	5	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Establishment information

Your establishment name Alterman, Inc

Street 14703 Jones Maltsberger

City San Antonio State TX Zip 78247

Industry description (e.g., Manufacture of motor truck trailers)
Electrical Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1731

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
238210

Employment information

Annual average number of employees 1109

Total hours worked by all employees last year 2,127,274

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

President & CEO
Title

210-495-6688
Phone

2/3/2023
Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

2021

Year 2021

Summary of Work-Related Injuries and Illnesses

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	18	4
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
10	657
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	23	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N 3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Alterman, Inc

Street: 14703 Jones Maltsberger

City: San Antonio State: TX Zip: 78247

Industry description (e.g., Manufacture of motor truck trailers)
Electrical Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 7 3 1

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 8 2 1 0

Employment Information

Annual average number of employees: 1436

Total hours worked by all employees last year: 2,870,775

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

CEO & President
Title

210-496-6688
Phone

FEB 18, 2022
Date

OSHA's Form 300A (Rev. 01/2004)

2020

Year 2020

Summary of Work-Related Injuries and Illnesses

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	9	4
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	315
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	13	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name: Alternae, Inc.

Street: 14703 Jones Maltsberger

City: San Antonio State: TX Zip: 78247

Industry description (e.g., Manufacture of motor truck trailers)
Electrical Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 7 3 1

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 8 2 1 0

Employment Information

Annual average number of employees: 852

Total hours worked by all employees last year: 1,688,788

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

CEO & President
Title

210-496-6888
Phone

1/29/2021
Date

employee owned
Alterman
WIRED FOR EXCELLENCE
SINCE 1923

Over 95 Years of Service

January 2, 2024

We are pleased to provide our Industrial Department service rates as follows: 17% shift

Industrial Service Work Performed on a "Time and Material" Basis

Straight Labor: Monday through Friday – 7:00 a.m. to 4:00 p.m.

Service Electrician: Forman	Per Hour	$ 102.00
Service Electrician: Journeyman	Per Hour	$ 88.00
Service Electrician: Helper	Per Hour	$ 68.00

Overtime Labor: Monday through Friday – 12:00 a.m. to 7:00 a.m., Monday through Friday – 4:00 p.m. to midnight, and Saturday

Service Electrician: Forman	Per Hour	$ 147.00
Service Electrician: Journeyman	Per Hour	$ 127.00
Service Electrician: Helper	Per Hour	$ 95.00

Double-Time Labor: Sunday and all holidays

Service Electrician: Forman	Per Hour	$ 197.00
Service Electrician: Journeyman	Per Hour	$ 171.00
Service Electrician: Helper	Per Hour	$ 131.00

Dedicated Safe Person: OHSA/MSHA Ceritfited	Per Hour	$ 98.00

Material Cost Plus 20%

Travel Costs

Hotel:	Per Man/Per Day	$125.00
Per Diem:	Per Man/Per Day	$ 50.00
Truck:	Per Day	$150.00
Rental Equipment:		Cost Plus 15%

Bucket Truck or Auger Truck Per Hour $ 95.00
Time and material costs above plus

Subcontracting Serivice Cost Plus 20%
For services provided by Alterman outside of Electrical (i.e., third party testing, excavation, etc.)

Infrared Testing	Per Day	$400.00

Time and material costs above plus:
Testing services include a detailed inventory of electrical equipment, formal report indicating potential problem areas (hot-spots), National Electrical Code violations and suggested repairs

Power Quality Testing	Per Day	$235.00

Time and material costs above plus:
Testing services include monitoring the electrical characteristics of a specific circuit to produce a formal report indicating sags, swells, harmonic distortion, etc.

The above pricing does not include sales tax

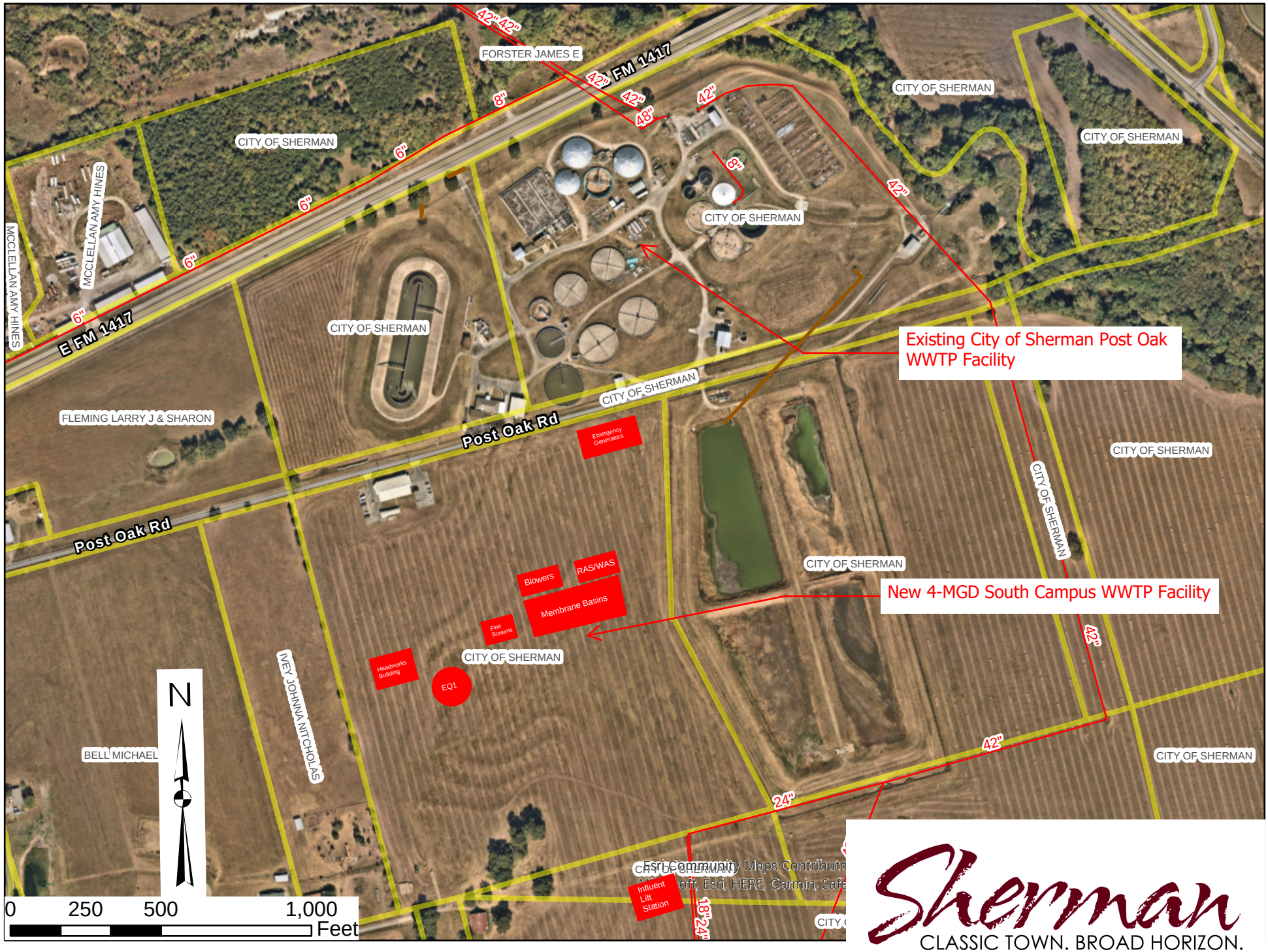
To request Industrial service work during regular business hours, please call (469) 236-6423 and ask for the Industrial Department.

The Commercial Service Department has seven service managers, two of whom are on call 24 hours a day, 7 days a week. One of the six service managers will be promptly notified to respond to your emergency. For after-hour emergencies, call (210) 496-6888 and follow the prompts to speak to an operator for urgent matters.

If you have any questions, please call.

Sincerely,

Nelson Froboese
Vice President, Industrial Division


Existing City of Sherman Post Oak WWTP Facility
New 4-MGD South Campus WWTP Facility
FM 1417
E FM 1417
Post Oak Rd
Post Oak Rd
FORSTER JAMES E
CITY OF SHERMAN
MCCLELLAN AMY HINES
FLEMING LARRY J & SHARON
BELL MICHAEL
IVEY JOHNNA NITCHOLAS
Emergency Generators
Blowers
RAS/WAS
Membrane Basins
Fine Screens
Headworks Building
EQ1
Influent Lift Station
42"
48"
8"
6"
24"
18"
N
0
250
500
1,000
Feet
Esri Community Maps Contributo
Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 2/19/2024

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7259

Approving the Greater Texoma Utility Authority's Intention to Award the Solicitation Set Two (SS#2) to Garney Companies, Inc. For Bid Package 2.01 - Decant Pump Station Construction for the Water Treatment Plant Concentrate Discharge System Project

Issue:

Approving the Greater Texoma Utility Authority's (GTUA) Intention to Award Solicitation Set Two (SS#2) to Garney Companies, Inc. for the Water Treatment Plant Concentrate Discharge System

Background:

On January 30, 2024, the City of Sherman and Garney Construction received one bid from a prospective bidder for the Concentrate Discharge Pump Station - BP 2.0 Pump Station Construction. The CMAR conducted sufficient market outreach, but only one bid was submitted. A comprehensive review and evaluation was completed by the City of Sherman, GTUA, and Pape-Dawson Engineers on February 8th, 2024 to determine the best value. Based on the evaluation, it was recommended to award the contract to Garney Companies, Inc. in the amount of $10,644,550.00.

CMAR contractor, Garney, and the Design Engineer, Pape Dawson, have made recommendations to award this solicitation. This approval is concurrent with GTUA's intention to award this solicitation.

Award of this will constitute an amendment to the Progressive GMP, being GMP 6.00.

Origination:

Engineering Department

Financial Consideration:

This project is funded through the Greater Texoma Utility Authority (GTUA) Open Market Bonds in the amount of $10,644,550.

Staff Recommendation:

It is recommended that the City Council approve GTUA’s intention to award Solicitation Set Two (SS#2) to Garney Companies, Inc. for the Water Treatment Plant Concentrate Discharge System.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7259
2. Letter of Recommendation
3. CoS - GMP 6.00 - Concentrate Discharge Pump Station Package
4. COS GMP 6.00 - Cost Summary
5. Vic Map

RESOLUTION NO. 7259

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD THE SOLICITATION SET TWO (SS#2) TO GARNEY CONSTRUCTION INC. FOR BID PACKAGE 2.01 – DECANT PUMP STATION CONSTRUCTION FOR THE WATER TREATMENT PLANT CONCENTRATE DISCHARGE SYSTEM PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City of Sherman hereby approves the Greater Texoma Utility Authority's intention to award the Solicitation Set Two (SS#2) to Garney Construction Inc. in the amount of Ten Million Six Hundred Forty-Four Thousand Five Hundred Fifty Dollars and Zero Cents ($10,644,550.00) for the Water Treatment Plant Concentrate Discharge System Project.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 19th day of February 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

PAPE-DAWSON ENGINEERS

Sherman
CLASSIC TOWN. BROAD HORIZON.

February 8th, 2024

Tom Pruitt, PE
City of Sherman
220 W Mulberry St.
P.O. Box 1106
Sherman, TX 75091

Re: Concentrate Discharge Pump Station- BP 2.0 Pump Station Construction

Mr. Pruitt:

On January 30, 2024, the City of Sherman and Garney Construction received one bid from a prospective bidder for the project referenced above. The CMAR conducted sufficient market outreach, but only one bid was submitted. A comprehensive review and evaluation was completed by the City of Sherman and the Owner's Project Team (OPT) on February 8th, 2024 to determine best the value. Based on a thorough evaluation and discussions with the City of Sherman and the OPT, we recommend awarding the contract to Garney Companies as outlined below.

Bidder	Score	Bid value
Garney Companies	**77.31**	**$8,945,000.00**

Pape- Dawson recommends moving forward with the awarding of the contract as detailed above.

Sincerely,

Toby C. Flinn

Toby Flinn, PE
Program Manager.

Attachments:
Garney's letter of recommendation and scoring sheet

Pump Station Construction

Garney Construction		Jim Cross	Tom	Oscar Canales	Santosh Gunavante	Phillip Kao	Hugh Brightwell	Monte Dwayne	Nichole Murphy	Paul Sigle			
		COS	COS	COS	PD	PD	PD	PD	GTUA	GTUA	COS AVG	PD AVG	GTUA AVG
Project Approach	15	15	12	15	15	15	13	13		15	14.00	14.00	15.00
Qualifications	10	10	10	10	10	9	9	9		10	10.00	9.25	10.00
Ability to Meet Project Milestones	20	18	16	18	18	18	20	20		18	17.33	19.00	18.00
Similar Project Experience	15	15	15	15	15	15	14	14		15	15.00	14.50	15.00
											56.33	56.75	58.00

Garney Construction		Jim Cross	Tom	Oscar Canales	Santosh Gunavante	Phillip Kao	Hugh Brightwell	Monte Dwayne	Nichole Murphy	Paul Sigle				
		COS	COS	COS	PD	PD	PD	PD	GTUA	GTUA	COS AVG	PD AVG	GTUA AVG	
Cost proposal	40	15	25	15	25	25	20	20		20	18.33	22.50	20.00	20.28

Competitive Sealed Proposal Evaluation Form

2. Project Approach, Qualifications, Ability to Meet Project Milestones, Similar Project Experience/Past Performance			60	Points
2a.	2a.	Project Approach	15.00	
2b.	2b.	Qualifications	10.00	
2c.	2c.	Ability to Meet Project Milestones	20.00	
2d.	2d.	Similar Project Experience	15.00	

Review Team				
COS	PD	GTUA	GC	Composite Score
14.00	14.00	15.00		14.33
10.00	9.25	10.00		9.75
17.33	19.00	18.00		18.11
15.00	14.50	15.00		14.83
SUBTOTAL:				57.03

Scoring Summary	
Garney Construction	
1. Total Cost	20.28
2. Experience / Past Performance	57.03
3. Compliance with Proposal Terms and Conditions	PASS
Total Awarded Points	77.31

PROPOSAL DOCUMENT AUDIT - **FIRM: Garney Construction**

Division / Section	Title	REQ. MET	Document Submitted
-	**Technical Proposal Submission DOCUMENTS (First sealed envelope)**		
00 42 23 6.01 B 1	00 42 23 - Bid Proposal Form	pass	
1 42 23 6.01 B 2	00 42 23.01 - Statement of Qualifications and Project Approach	Pass	**PASS**
2 42 23 6.01 B 3	00 42 23.03 - Conflict of Interest Questionnaire Form	Pass	
4 42 23 6.01 B 5	Electronic version on USB Storage Device	Pass	
		REQ. MET	Document Submitted
	Submission of Price Proposal DOCUMENTS (Second Sealed Envelope)		
00 42 23 A 1	Schedule of Values (SOV) from Section 00 42 23.02 - Scope of Work and Supply	Pass	**PASS**
1 42 23 A 1	Bid Bond as Required	Pass	
2 42 23 A 1	Electronic version on USB Storage Device	Pass	

PASS
PASS

1700 Swift Street, North Kansas City, MO 64116
Phone: 816.741.4600
www.garney.com

Tom Pruitt, P.E.
City of Sherman
220 W. Mulberry St.
Sherman, TX 75091

2/8/2024

RE: GMP 6.00 - Sherman Water Treatment Plant Concentrate Discharge System Solicitation Set 2.00

Mr. Pruitt,

In accordance with the Agreement between Garney Companies, Inc. and Greater Texoma Utility Authority (GTUA) on behalf of City of Sherman, Garney is pleased to provide the below information and attached documentation to establish the progressive Guaranteed Maximum Price for City of Sherman – Sherman Water Treatment Plant Concentrate Discharge System Solicitation Set 2.00 – Work Packages.

Garney proposes to establish the Guaranteed Maximum Price (GMP) for this bid package at $10,644,550.00. This GMP Proposal includes the supply of the following scopes to support future GMP proposals and the installation of the Concentrate Discharge System.

This GMP proposal is for Bid Package 2.01 – Decant Pump Station Construction in adherence to the bid documents. Also included in this proposal is the cost for the CMAR management.

The procurement scope included in this GMP proposal includes the above scope of supply as identified in the plans and specifications made available to Garney for the purpose of procurement. These plans and specifications are generally referred to as the “Sherman Water Treatment Plant Concentrate Discharge System – November 2023 – 100% Plans” and “Contract Documents and Specifications for Sherman Water Treatment Plant Concentrate Discharge System – November 28, 2023 – 100% Design Construction Plans” and “Greater Texoma Utility Authority on behalf of City of Sherman Bidding Documents for Concentrate Discharge System – Solicitation Set 2.00 December 2023.”

Any revisions to these plans and specifications, and cost adjustments associated with those revisions, will be captured either in future GMP proposals or as a Change Order to the current GMP proposal, as directed by GTUA, City of Sherman, and in accordance with the Agreement.

This GMP includes the Construction Manager at Risk’s Fees and Expenses, the estimated Cost of the Work, and expenditures as outlined in the Contract Documents and Agreement

Please contact Garney directly if there are any questions regarding this GMP Proposal.

Sincerely,
GARNEY COMPANIES, INC.

Kyle Puskas

Project Manager

CC: Toby Flinn – Pape Dawson
Mark Miner – Garney
Clint Philpott – City of Sherman
Paul Sigle – Greater Texoma Utility District

Bidding documents:
Advertisement for Bids – Sherman Water Treatment Plant Concentrate Discharge System SS#2
City of Sherman–WTP Concentrate Discharge System SS#2–Bid Documents
City of Sherman-WTP Concentrate Discharge System SS#2–Plans
City of Sherman-WTP Concentrate Discharge System SS#2–Technical Specs
Addendum 01 for Solicitation Set 2.00
Addendum 02 for Solicitation Set 2.00

Greater Texoma Utility Authority on behalf of City of Sherman

Sherman Water Treatment Plant Concentrate Discharge System

GMP 6.00 – Solicitation Set 2.00

Work Packages
Link to Bid Documents

CONFIDENTIAL

1700 Swift Street, North Kansas City, MO 64116
Phone: 816.741.4600
www.garney.com

Contract Documents per Solicitation Set 2.00

The Sherman Water Treatment Plant Concentrate Discharge System Solicitation Set 2.00 contract bid documents can be accessed via the following link. On this site, we have posted the following documents.

- Advertisement for Bids – Sherman WTP Concentrate Discharge System Pump Station SS#2
- City of Sherman – WTP Concentrate Discharge System Pump Station SS#2 – Bid Documents
- City of Sherman – WTP Concentrate Discharge System Pump Station SS#2 – Plans
- City of Sherman – WTP Concentrate Discharge System Pump Station SS#2 – Technical Specs
- City of Sherman – WTP Concentrate Discharge System Pump Station SS#2 - Addendum 01
- City of Sherman – WTP Concentrate Discharge System Pump Station SS#2 - Addendum 02

To access the Solicitation Set 2.00 Contract Documents:

1. Navigate to the following Website: https://www.civcastusa.com/project/658366c4c77bfdb50169d6c7/summary
2. Click “Browse Bids”
3. In the filters drop down list to the right select “All (Archives)”
4. In the filters type the project name into the dialogue box
5. Select the link to the project documents.

Greater Texoma Utility Authority on behalf of City of Sherman

Sherman Water Treatment Plant Concentrate Discharge System

GMP 6.00 – Solicitation Set 2.00

Work Packages
GMP Clarifications

CONFIDENTIAL

1700 Swift Street, North Kansas City, MO 64116
Phone: 816.741.4600
www.garney.com

Description of Variations, Substitutions Proposed Solicitation Set 2.00

1. **Specifications** (See hyperlink provided to gain access to the contract documents that accompanied Solicitation Set 2.00). Per this Equipment Procurement Package GMP 6.00, submittal is "as per specifications" at time of Bid Package 2.01.
    a. Qualifications and Assumptions (See Below)
    b. Exclusions (See Below)

2. **Assumptions and Clarifications**
    a. Owner and Engineer have reviewed the proposals received on 01/30/2024 and evaluated on 02/08/2024.
    b. GMP pricing exclusive of other Solicitation Sets.
    c. GMP pricing contingent upon GTUA and City of Sherman February 2024 Board Approval, and Garney receiving a contract amendment in the amount of $10,644,550.00 by March 4th, 2024.
    d. Permits are to be provided by City of Sherman.
    e. This Proposal includes startup services as outlined in 01 75 00 Starting and Adjusting. It is Garney's understanding that all water required for startup and testing will be provided by the City of Sherman. Garney will not be responsible for operation of equipment during discharge of effluent. Operation of equipment during discharge of effluent will be performed by City of Sherman operation staff with Garney's assistance.
    f. This proposal is contingent upon completion of the force main pipeline and earthen channel (by others) by May 12th, 2025, to be used for discharge during startup and testing.
    g. During decant structure rehab it is assumed that after work in the first pond is completed the City of Sherman will utilize bypass pumping to allow completion of decant structure construction in 2nd pond.

3. **Value Analysis**
    a. Opportunities for value to the program can be negotiated based on team consensus. Items identified specifically with this bid package will be discussed, modified, and tracked through the start of construction.

4. **Allowance Schedule (Not applicable)**

5. **Schedule of Unit Prices**

    a. As included in the schedule of values provided by the proposers.

6. **All other information (Not applicable)**

Greater Texoma Utility Authority on behalf of City of Sherman

Sherman Water Treatment Plant Concentrate Discharge System

GMP 6.00 – Solicitation Set 2.00

Work Packages
Concurrence of Award/Evaluation

CONFIDENTIAL

1700 Swift Street, North Kansas City, MO 64116
Phone: 816.741.4600
www.garney.com

02/08/2024

RE: Greater Texoma Utility District on behalf of City of Sherman – Solicitation Set 2.00

In accordance with the Agreement between Garney Companies, Inc. and Greater Texoma Utility District on behalf of City of Sherman, Garney is providing the below information for the recommendation of award for the City of Sherman 36" West Water Main – Solicitation Set 2.00 – Construction Packages. This includes the tabulation of bids received in response to the solicitation and associated scoring for each bid package.

Solicitation Set 2.00 included the following procurement items:
Bid Package 2.01 – Concentrate Discharge Pump Station Construction

The proposals for the above bid packages were received 01/30/2024 for review and evaluation. The City, GTUA, Program Manager, and CMAR evaluated the proposals on 02/08/2024. A consensus was made, to award the above-mentioned scopes to the respective proposers.

Bid Package	Scope	Company	Total Awarded Points
2.01	CDS Construction	Garney Construction	97.03

City of Sherman - GMP 6.00 Summary						
BID PACKAGE	**SYSTEM / CONTRACT**	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**EXTENSION**
BP - 2.01	COSD	Pump Station Construction Work Package	1.00	Lump Sum	$ 8,945,000.00	$ 8,945,000.00
						$ -
					SUBTOTAL:	**$ 8,945,000.00**
						$ -
					SUBTOTAL:	**$ -**
					TOTAL DIRECT COST OF WORK AND ALLOWANCES	**$ 8,945,000.00**
	CMAR Contract	Construction Services (CMAR) GC Multiplier	6.50%	Percent	$ 8,945,000.00	$ 581,425.00
	CMAR Contract	Construction Services (CMAR) Fee	9.50%	Percent	$ 8,945,000.00	$ 849,775.00
	CMAR Contract	CMAR Contingency	3.00%	Percent	$ 8,945,000.00	$ 268,350.00
					GMP 6.00 TOTAL WITH ALLOWABLE FEES	**$ 10,644,550.00**

CMAR Tracking Summary						
Preconstruction	CMAR COSF - Preconstruction	Preconstruction Service Fee: COSF	1.00	Lump Sum	$ 396,248.00	$ 396,248.00
Procurement	CMAR COSF - Procurement	Procurement Service Fee: COSF	1.00	Lump Sum	$ 192,350.00	$ 192,350.00
Preconstruction	CMAR COSD - Preconstruction	Preconstruction Service Fee: COSD	1.00	Lump Sum	$ 183,000.00	$ 183,000.00
Procurement	CMAR COSD - Procurement	Procurement Service Fee: COSD	1.00	Lump Sum	$ 95,000.00	$ 95,000.00
GMP 1	COSF - Cost of Work	Direct Cost of Work / Material	1.00	Lump Sum	$ 928,480.00	$ 928,480.00
GMP 2	COSF - Cost of Work	Direct Cost of Work / Material	1.00	Lump Sum	$ 7,434,339.00	$ 7,434,339.00
GMP 3	COSF - Cost of Work	Direct Cost of Work / Material	1.00	Lump Sum	$ 15,621,199.22	$ 15,621,199.22
GMP 4	COSD - Cost of Work	Direct Cost of Work / Material	1.00	Lump Sum	$ 990,700.00	$ 990,700.00
GMP 5	COSF - Cost of Work	Direct Cost of Work / Material	1.00	Lump Sum	$ 39,552,456.00	$ 39,552,456.00
GMP 6	COSD - Cost of Work	Direct Cost of Work / Material	1.00	Lump Sum	$ 8,945,000.00	$ 8,945,000.00
CMAR	CMAR Contract - Construction	Construction Services (CMAR) GC Multiplier	1.00	Lump Sum	$ 4,775,691.32	$ 4,775,691.32
CMAR	CMAR Contract - Construction	Construction Services (CMAR) Fee	1.00	Lump Sum	$ 6,979,856.55	$ 6,979,856.55
CMAR	CMAR Contract - Construction	CMAR Contingency	1.00	Lump Sum	$ 2,204,165.23	$ 2,204,165.23
					TOTAL CONTRACT AMOUNT TO DATE	**$ 88,298,485.32**
					COS - Preconstruction Cost	**$ 866,598.00**
					COS - WWM Construction Cost	**$ 87,431,887.32**

1700 Swift Street, North Kansas City, MO 64116
Phone: 816.741.4600
www.garney.com

Tom Pruitt, P.E.
City of Sherman
220 W. Mulberry St.
Sherman, TX 75091

2/8/2024

RE: GMP 6.00 - Sherman Water Treatment Plant Concentrate Discharge System Solicitation Set 2.00

Mr. Pruitt,

In accordance with the Agreement between Garney Companies, Inc. and Greater Texoma Utility Authority (GTUA) on behalf of City of Sherman, Garney is pleased to provide the below information and attached documentation to establish the progressive Guaranteed Maximum Price for City of Sherman – Sherman Water Treatment Plant Concentrate Discharge System Solicitation Set 2.00 – Work Packages.

Garney proposes to establish the Guaranteed Maximum Price (GMP) for this bid package at $10,644,550.00. This GMP Proposal includes the supply of the following scopes to support future GMP proposals and the installation of the Concentrate Discharge System.

This GMP proposal is for Bid Package 2.01 – Decant Pump Station Construction in adherence to the bid documents. Also included in this proposal is the cost for the CMAR management.

The procurement scope included in this GMP proposal includes the above scope of supply as identified in the plans and specifications made available to Garney for the purpose of procurement. These plans and specifications are generally referred to as the “Sherman Water Treatment Plant Concentrate Discharge System – November 2023 – 100% Plans” and “Contract Documents and Specifications for Sherman Water Treatment Plant Concentrate Discharge System – November 28, 2023 – 100% Design Construction Plans” and “Greater Texoma Utility Authority on behalf of City of Sherman Bidding Documents for Concentrate Discharge System – Solicitation Set 2.00 December 2023.”

Any revisions to these plans and specifications, and cost adjustments associated with those revisions, will be captured either in future GMP proposals or as a Change Order to the current GMP proposal, as directed by GTUA, City of Sherman, and in accordance with the Agreement.

This GMP includes the Construction Manager at Risk’s Fees and Expenses, the estimated Cost of the Work, and expenditures as outlined in the Contract Documents and Agreement

Please contact Garney directly if there are any questions regarding this GMP Proposal.

Sincerely,
GARNEY COMPANIES, INC.

Kyle Puskas

Project Manager

CC: Toby Flinn – Pape Dawson
Mark Miner – Garney
Clint Philpott – City of Sherman
Paul Sigle – Greater Texoma Utility District

Bidding documents:
Advertisement for Bids – Sherman Water Treatment Plant Concentrate Discharge System SS#2
City of Sherman–WTP Concentrate Discharge System SS#2–Bid Documents
City of Sherman-WTP Concentrate Discharge System SS#2–Plans
City of Sherman-WTP Concentrate Discharge System SS#2–Technical Specs
Addendum 01 for Solicitation Set 2.00
Addendum 02 for Solicitation Set 2.00

Greater Texoma Utility Authority on behalf of City of Sherman

Sherman Water Treatment Plant Concentrate Discharge System

GMP 6.00 – Solicitation Set 2.00

Work Packages
Link to Bid Documents

CONFIDENTIAL

1700 Swift Street, North Kansas City, MO 64116
Phone: 816.741.4600
www.garney.com

Contract Documents per Solicitation Set 2.00

The Sherman Water Treatment Plant Concentrate Discharge System Solicitation Set 2.00 contract bid documents can be accessed via the following link. On this site, we have posted the following documents.

- Advertisement for Bids – Sherman WTP Concentrate Discharge System Pump Station SS#2
- City of Sherman – WTP Concentrate Discharge System Pump Station SS#2 – Bid Documents
- City of Sherman – WTP Concentrate Discharge System Pump Station SS#2 – Plans
- City of Sherman – WTP Concentrate Discharge System Pump Station SS#2 – Technical Specs
- City of Sherman – WTP Concentrate Discharge System Pump Station SS#2 - Addendum 01
- City of Sherman – WTP Concentrate Discharge System Pump Station SS#2 - Addendum 02

To access the Solicitation Set 2.00 Contract Documents:

1. Navigate to the following Website: https://www.civcastusa.com/project/658366c4c77bfdb50169d6c7/summary
2. Click “Browse Bids”
3. In the filters drop down list to the right select “All (Archives)”
4. In the filters type the project name into the dialogue box
5. Select the link to the project documents.

Greater Texoma Utility Authority on behalf of City of Sherman

Sherman Water Treatment Plant Concentrate Discharge System

GMP 6.00 – Solicitation Set 2.00

Work Packages
GMP Clarifications

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1700 Swift Street, North Kansas City, MO 64116
Phone: 816.741.4600
www.garney.com

Description of Variations, Substitutions Proposed Solicitation Set 2.00

1. **Specifications** (See hyperlink provided to gain access to the contract documents that accompanied Solicitation Set 2.00). Per this Equipment Procurement Package GMP 6.00, submittal is "as per specifications" at time of Bid Package 2.01.
    a. Qualifications and Assumptions (See Below)
    b. Exclusions (See Below)

2. **Assumptions and Clarifications**
    a. Owner and Engineer have reviewed the proposals received on 01/30/2024 and evaluated on 02/08/2024.
    b. GMP pricing exclusive of other Solicitation Sets.
    c. GMP pricing contingent upon GTUA and City of Sherman February 2024 Board Approval, and Garney receiving a contract amendment in the amount of $10,644,550.00 by March 4th, 2024.
    d. Permits are to be provided by City of Sherman.
    e. This Proposal includes startup services as outlined in 01 75 00 Starting and Adjusting. It is Garney's understanding that all water required for startup and testing will be provided by the City of Sherman. Garney will not be responsible for operation of equipment during discharge of effluent. Operation of equipment during discharge of effluent will be performed by City of Sherman operation staff with Garney's assistance.
    f. This proposal is contingent upon completion of the force main pipeline and earthen channel (by others) by May 12th, 2025, to be used for discharge during startup and testing.
    g. During decant structure rehab it is assumed that after work in the first pond is completed the City of Sherman will utilize bypass pumping to allow completion of decant structure construction in 2nd pond.

3. **Value Analysis**
    a. Opportunities for value to the program can be negotiated based on team consensus. Items identified specifically with this bid package will be discussed, modified, and tracked through the start of construction.

4. **Allowance Schedule (Not applicable)**

5. **Schedule of Unit Prices**

    a. As included in the schedule of values provided by the proposers.

6. **All other information (Not applicable)**

Greater Texoma Utility Authority on behalf of City of Sherman

Sherman Water Treatment Plant Concentrate Discharge System

GMP 6.00 – Solicitation Set 2.00

Work Packages
Concurrence of Award/Evaluation

CONFIDENTIAL

1700 Swift Street, North Kansas City, MO 64116
Phone: 816.741.4600
www.garney.com

02/08/2024

RE: Greater Texoma Utility District on behalf of City of Sherman – Solicitation Set 2.00

In accordance with the Agreement between Garney Companies, Inc. and Greater Texoma Utility District on behalf of City of Sherman, Garney is providing the below information for the recommendation of award for the City of Sherman 36" West Water Main – Solicitation Set 2.00 – Construction Packages. This includes the tabulation of bids received in response to the solicitation and associated scoring for each bid package.

Solicitation Set 2.00 included the following procurement items:
Bid Package 2.01 – Concentrate Discharge Pump Station Construction

The proposals for the above bid packages were received 01/30/2024 for review and evaluation. The City, GTUA, Program Manager, and CMAR evaluated the proposals on 02/08/2024. A consensus was made, to award the above-mentioned scopes to the respective proposers.

Bid Package	Scope	Company	Total Awarded Points
2.01	CDS Construction	Garney Construction	97.03

City of Sherman - GMP 6.00 Summary						
BID PACKAGE	**SYSTEM / CONTRACT**	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**EXTENSION**
BP - 2.01	COSD	Pump Station Construction Work Package	1.00	Lump Sum	$ 8,945,000.00	$ 8,945,000.00
						$ -
					SUBTOTAL:	**$ 8,945,000.00**
						$ -
					SUBTOTAL:	**$ -**
					TOTAL DIRECT COST OF WORK AND ALLOWANCES	**$ 8,945,000.00**
	CMAR Contract	Construction Services (CMAR) GC Multiplier	6.50%	Percent	$ 8,945,000.00	$ 581,425.00
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CMAR Tracking Summary						
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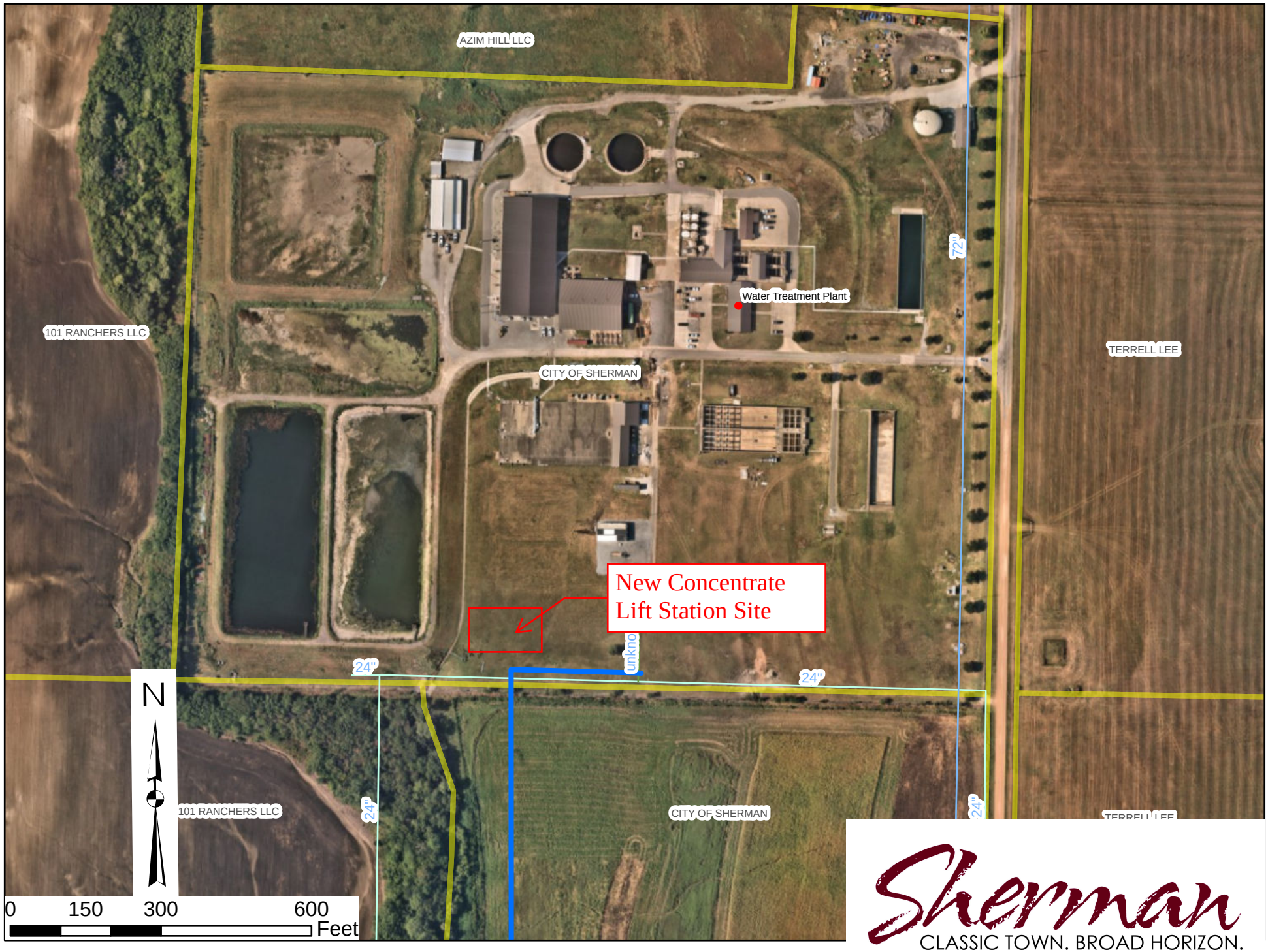
CMAR	CMAR Contract - Construction	CMAR Contingency	1.00	Lump Sum	$ 2,204,165.23	$ 2,204,165.23
					TOTAL CONTRACT AMOUNT TO DATE	**$ 88,298,485.32**
					COS - Preconstruction Cost	**$ 866,598.00**
					COS - WWM Construction Cost	**$ 87,431,887.32**



Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 2/19/2024

Prepared By: Jana Garner, Grants Coordinator

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7260***

Authorizing Submission of a Grant Application to the Office of the Governor - Criminal Justice Division to Fund the Purchase of Rifle-Resistant Body Armor for the Sherman Police Department

Issue:

Seeking approval to submit for Rifle-Resistant Body Armor Grant, FY25 through the Office of the Governor, Public Safety Office, Criminal Justice Division

Background:

The Sherman Police Department plans to use the grant funding to purchase rifle-resistant body armor vests as added protection for officers

Origination:

Sherman Police Department

Financial Consideration:

There are no matching funds requirements for this grant

Staff Recommendation:

The staff recommends submitting the application to the Criminal Justice Grant Program, FY25 and accepting if awarded

Alternatives:

The City Council could not approve the grant application

Attachments:

1. Resolution No. 7260
2. Quote

RESOLUTION NO. 7260

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR – CRIMINAL JUSTICE DIVISION TO FUND THE PURCHASE OF RIFLE-RESISTANT BODY ARMOR FOR THE SHERMAN POLICE DEPARTMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, The City Council of the City of Sherman, Texas, finds it in the best interest of the citizens of Sherman, Texas, that the purchase of rifle-resistant body armor for the Sherman Police Department be operated for the period of October 1, 2024 through September 30, 2025; and

WHEREAS, the City Council understands there is no matching requirement for said project by the Office of the Governor – Criminal Justice Division and the Texoma Council of Governments Criminal Justice Grant application; and

WHEREAS, the City Council agrees that in the event of loss or misuse of the Office of the Governor – Criminal Justice Division funds, the City of Sherman assures that the funds will be returned to the Office of the Governor - Criminal Justice Division in full.

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

NOW THEREFORE, BE IT RESOLVED that City Council of the City of Sherman approves submission of the grant application for rifle-resistant body armor to the Office of the Governor.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 19th day of February 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Estimate

#ES-11226

2/7/2024

Primary Arms, LLC
3219 S Sam Houston Pkwy E, Ste 100,
Houston, TX, 77047
United States

Estimate Expiration Date: 4/8/2024

Bill To

Sherman, TX Police Department
2600 West Travis
Sherman TX 75092
United States

Ship To

Sherman, TX Police Department
2600 West Travis
Sherman TX 75092
United States

TOTAL

$70,938.51

Memo	Sales Rep	Shipping Method
Buy Board Contract #: 698-23	616 Danielle Dysart	FedEx Ground (Gov Sale Order)

Item	Quantity	Rate	Amount
IDPLCLPDTRDV20 ARMOR EXPRESS ID PLACARD - TRAVERSE DRESS VEST CARRIER - SET OF 2 - LAPD - FRONT WIDTH 20"-35"	42	$25.28	$1,061.76
PLTAEICW7X9 DO NOT DISPLAY ON WEB SITE Armor Express SURGE PLATE - 7X9 - LEVEL III ICW - MULTI CURVE - FULL CUT LAW ENFORCEMENT ONLY	42	$320.76	$13,471.92
RZRM3ARG2BRV Armor Express Razor Level IIIA Soft Body Armor - Male	42	$1,071.11	$44,986.62
TRAMDVLCDNN56 Armor Express BRAVO OVERT CARRIER - TRAVERSE DRESS VEST - LASER CUT (#1056-DV LC) - LAPD NAVY	42	$264.60	$11,113.20

Subtotal	$70,633.50
Shipping Cost	$305.01
Total Tax (0%)	$0.00
Total	$70,938.51

ES-11226

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 2/19/2024

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7261***

Accepting the Contract with Lynn Vessels Construction, LLC as Complete for the Construction of the Northwest Sewer Lift Station as Complete

Issue:

To consider and act upon a resolution approving the Greater Texoma Utility Authority's (GTUA) acceptance of the contract with Lynn Vessels Construction, LLC as complete for the construction of the Northwest Sewer Lift Station

Background:

This project is the result of the TCEQ request for the City of Sherman to serve the Preston Club area with a gravity sewer system, which had failed and became hazardous to the environment. The City of Sherman agreed to the TCEQ request and began the process of engineering design, easement acquisitions, and subsequent construction. It has been in the works for approximately 5-years. The work is now substantially completed and the warranty period has began.

Origination:

Engineering Department

Financial Consideration:

The staff recommends accepting the construction contract with Lynn Vessels Construction Company, LLC in the amount of $735,517.05 as complete for construction of the Northwest Sewer Lift Station.

Staff Recommendation:

It is recommended that the City Council approve the resolution and accept the contract as complete for this project.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7261
2. Council Map

RESOLUTION NO. 7261

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ACCEPTING THE CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC FOR THE NORTHWEST LIFT STATION CONSTRUCTION AS COMPLETE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman, Texas, has entered into a Contract for Water Supply and Sewer Service with the Greater Texoma Utility Authority; and

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Lynn Vessels Construction, LLC for the construction of the Northwest Lift Station for the City of Sherman, Texas; and

WHEREAS, representatives of the City of Sherman, the Greater Texoma Utility Authority, and the project engineer have inspected the Northwest Lift Station and found it to be complete;

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

SECTION 1. That the City Council of the City of Sherman, Texas, hereby formally accepts the contract with Lynn Vessels Construction, LLC for construction of the Northwest Lift Station as complete.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 19th day of February 2024.

CITY OF SHERMAN, TEXAS

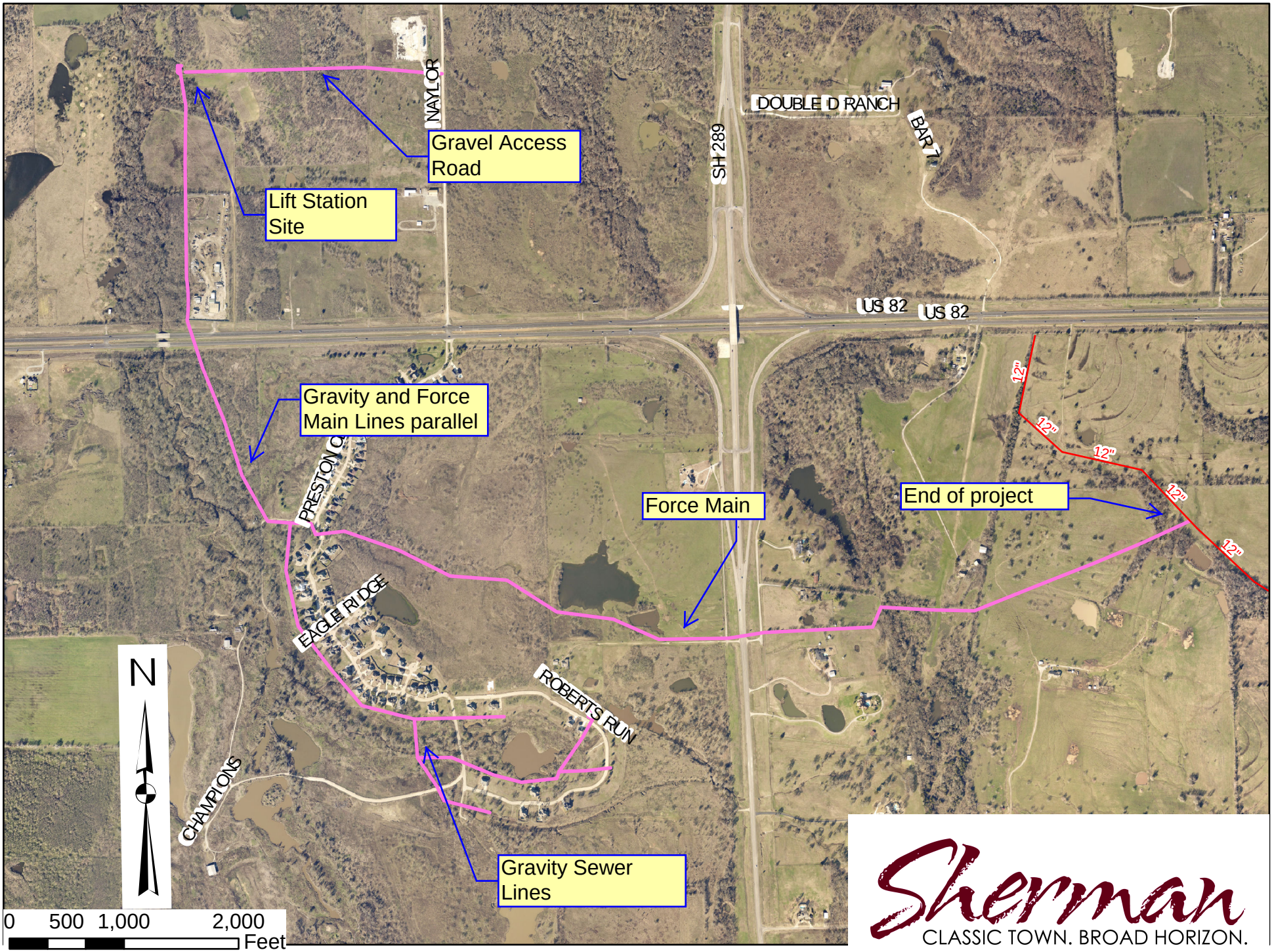
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY


Gravel Access Road
Lift Station Site
Gravity and Force Main Lines parallel
Force Main
End of project
Gravity Sewer Lines
NAYLOR
SH 289
DOUBLE D RANCH
BAR 7
US 82
US 82
PRESTON O
EAGLE RIDGE
ROBERTS RUN
CHAMPIONS
12"
12"
12"
12"
12"
N
0 500 1,000 2,000
Feet
Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 2/19/2024

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7262***

Approving the Greater Texoma Utility Authority's Intention to Award the Lake Texoma PS Valve Procurement Package No. SHM23287.3 to Ferguson Waterworks for the Lake Texoma Pump Station Expansion

Issue:

To consider approving the Greater Texoma Utility Authority's Intention to award the Lake Texoma PS Valve Procurement Package No. SHM23287.3 to Ferguson Waterworks

Background:

The City of Sherman needs to upgrade the Lake Texoma Pump Station (LTPS) from its existing 14-MGD capacity to 30-MGD capacity to meet the demands of recent growth. Pre-procurement items such as pumps and motor controls have already been approved and are underway. This will pre-procure the needed valves which also have a long lead time. Just before all the materials arrive, a contractor will be procured to install and complete this project. These valves will incorporate replacement of certain valves and new valving as needed to tie into the North Texas Municipal Water District (NTMWD) 72" pipeline. This will also allow for a timely connection of the future 84-inch parallel line still to be undertaken by NTMWD.
Award is contingent on GTUA award.

Origination:

Engineering Department

Financial Consideration:

Funds for this project will be provided by GTUA through the 2024 Open Market Bonds.

Staff Recommendation:

It is recommended that the City Council approve GTUA's intention to award the Lake Texoma PS Valve Procurement Package No. SHM23287.3 to Ferguson Waterworks in the amount of $2,595,024.00.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7262
2. Bid Tabulation
3. Letter of Recommendation
4. Location Map

RESOLUTION NO. 7262

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AWARD THE LAKE TEXOMA PS VALVE PROCUREMENT PACKAGE NO. SHM23287.3 TO FERGUSON WATERWORKS FOR THE LAKE TEXOMA PUMP STATION EXPANSION; 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 of Sherman hereby approves the Greater Texoma Utility Authority's intention to award the Lake Texoma PS Valve Procurement Package No. SHM23287.3 to Ferguson Waterworks in the amount of Two Million Five Hundred Ninety-Five Thousand Twenty-Four Dollars and Zero Cents ($2,595,024.00) for the Lake Texoma Pump Station Expansion Project.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 19th day of February 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Bid Tabulation	Lake Texoma Pump Station Valve Procurement	Bid Opening: January 25, 2024		Ferguson Waterworks	
Owner:	GTUA/City of Sherman			2650 South Pipeline Road Euless, TX 76040	
Design Professional:	Freese and Nichols				
Prepared By:	Lewis Bernard, PE				
Item No.	**Unit**		**Estimated Quantity**	**Unit Price**	**Extended Amount**
Base Bid Items					
BFV-01	84-Inch Double Offset Butterfly Valve	EA	4	$ 375,000.00	$ 1,500,000.00
A	Total Amount for Double Offset Butterfly Valves				$ 1,500,000.00
BFV-02	54-inch Butterfly Valve	EA	1	$ 100,000.00	$ 100,000.00
BFV-03	36-Inch Butterfly Valve	EA	4	$ 60,000.00	$ 240,000.00
BFV-04	30-Inch Motor Operated Butterfly Valve	EA	1	$ 85,000.00	$ 85,000.00
B	Total Amount for Standard Offset Butterfly Valves				$ 425,000.00
BV-01	20-Inch Pump Control Ball Valve	EA	2	$ 360,000.00	$ 720,000.00
C	Total Amount for Pump Control Ball Valve				$ 720,000.00
Allowances in Base Bid Items					
D-01	Contingency Allowance	LS	1	$ 100,000.00	$ 100,000.00
D	Total Allowance Amount				$ 100,000.00
BB	**Subtotal Base Contract (Sum of A, B, C and D)**				**$ 2,745,000.00**
CR	Credit if All Base Items are Selected	LS	1	$ (150,000.00)	$ (150,000.00)
TBBCR	Total Amount if All Base Bid Items are Selected with Credit				$ (150,000.00)
Extra Work Items in Contract					
EW-01	Butterfly Valve Storage	Weeks	12	$ 1.00	$ 12.00
EW-02	Pump Control Ball Valve Storage	Weeks	12	$ 1.00	$ 12.00
EW	Total Amount of Extra Work Items				$ 24.00
TC	**Total Contract Amount with Extra Work Items (Sum of BC and EW)**				**$ 2,595,024.00**

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Practical results
Outstanding service
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www.freese.com

February 6, 2024

Paul M. Sigle
Greater Texoma Utility Authority
5100 Airport Drive
Denison, TX 75020

Tom Pruit
City of Sherman
220 W Mulberry St.
Sherman, TX 75091

Re: Lake Texoma Pump Station Expansion - Valve Procurement
Bid SHM23287.3

Dear Mr. Sigle and Pruit

Bids for the above-mentioned project were opened and read aloud on January 26th, 2024. One bid was received, Freese and Nichols Inc (FNI) has tabulated the bid:

Contractor	Total Bid Including Extra Work Items
Ferguson Waterworks	$ 2,595,024.00

FNI reviewed the bidding documents and found that the apparent low bidder Ferguson Waterworks did not include the contingency allowance in the calculation for the total base bid and thus there is a discrepancy between the recommended amount and the amount listed on the bid form. The bid bond from Ferguson is in excess of this amount and the submitted documents are in compliance with the bidding requirements.

Since it appears to be in order and in accordance with the Agreement with City of Sherman and funding through the Greater Texoma Utility Authority we recommend awarding the Total Bid to Ferguson Waterworks for $2,595,024.00.

Please call me if you have any questions. We look forward to working with you during the procurement and construction of this project.

Sincerely,

Lewis Bernard, P.E.,
Project Manager

cc: Puneet Gupta PE, Gupta and Associates
Toby Flinn, PE, PMP, Pape Dawson
Clayton Barnard, PE, Freese and Nichols, Inc.

Attachments: Bid Opening Record
Bid Tabulation

Project	Lake Texoma Pump Station MCC Procurement
Owner	Greater Texoma Utility Authority/City of Sherman
Engineering Firm	Freese and Nichols, Inc
Design Professional	Lewis Bernard, PE

SHM23287.3

Date 1/26/2024 **Time** 3:00 PM CDT

Sherman Council Chambers:
220 W Mulberry St, Sherman, TX 75090

Name of Offeror	Bid Form Executed 00 41 16	Bid Bond Attached 00 43 13	Compliance to State Law 00 45 01	Compliance to Sales Tax 00 45 02	Conflict of Interest 00 45 03	Non Collusion Certification 00 45 04	Acknowledged Addendum 1	Bid Items						
								Base Bid Group A	Base Bid Group B	Base Bid Group C	Allowance	Credit	Extra Work	Total Bid Cost
Ferguson Waterworks	X	X	X	X	X	X	X	$ 1,500,000.00	$ 425,000.00	$ 720,000.00	$ 100,000.00	$ (150,000.00)	$ 24.00	$ 2,595,024.00

Notes:
1 Ferguson's bid bond was for $2,645,000, which did not include the allowance or the credit. It is above the total recommended awarded amount.
2 Ferguson took exception to the seat material for the double offset butterfly valves (group A)

Bid Tabulation	Lake Texoma Pump Station Valve Procurement		Bid Opening: January 25, 2024	OPINION OF PROBABLE CONSTRUCTION COST		Ferguson Waterworks	
Owner:	GTUA/City of Sherman						
Design Professional:	Freese and Nichols			Freese and Nichols, Inc. 5805 Main St suite b, Frisco, TX 75034		2650 South Pipeline Road Euless, TX 76040	
Prepared By:	Lewis Bernard, PE						
Item No.	**Unit**		**Estimated Quantity**	**Unit Price**	**Extended Amount**	**Unit Price**	**Extended Amount**
Base Bid Items							
BFV-01	84-Inch Double Offset Butterfly Valve	EA	4	$ 417,900.00	$ 1,671,600.00	$ 375,000.00	$ 1,500,000.00
A	Total Amount for Double Offset Butterfly Valves			$ -	$ 1,671,600.00		$ 1,500,000.00
BFV-02	54-inch Butterfly Valve	EA	1	$ 120,600.00	$ 120,600.00	$ 100,000.00	$ 100,000.00
BFV-03	36-Inch Butterfly Valve	EA	4	$ 37,300.00	$ 149,200.00	$ 60,000.00	$ 240,000.00
BFV-04	30-Inch Motor Operated Butterfly Valve	EA	1	$ 28,000.00	$ 28,000.00	$ 85,000.00	$ 85,000.00
B	Total Amount for Standard Offset Butterfly Valves			$ -	$ 297,800.00		$ 425,000.00
BV-01	20-Inch Pump Control Ball Valve	EA	2	$ 363,800.00	$ 727,600.00	$ 360,000.00	$ 720,000.00
C	Total Amount for Pump Control Ball Valve				$ 727,600.00		$ 720,000.00
Allowances in Base Bid Items							
D-01	Contingency Allowance	LS	1	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00
D	Total Allowance Amount				$ 100,000.00		$ 100,000.00
BB	**Subtotal Base Contract (Sum of A, B, C and D)**				**$ 2,797,000.00**		**$ 2,745,000.00**
CR	Credit if All Base Items are Selected	LS	1	$ -	$ -	$ (150,000.00)	$ (150,000.00)
TBBCR	Total Amount if All Base Bid Items are Selected with Credit				$ -		$ (150,000.00)
Extra Work Items in Contract							
EW-01	Butterfly Valve Storage	Weeks	12	$ 100.00	$ 1,200.00	$ 1.00	$ 12.00
EW-02	Pump Control Ball Valve Storage	Weeks	12	$ 100.00	$ 1,200.00	$ 1.00	$ 12.00
EW	Total Amount of Extra Work Items				$ 2,400.00		$ 24.00
TC	**Total Contract Amount with Extra Work Items (Sum of BC and EW)**				**$ 2,799,400.00**		**$ 2,595,024.00**

Lake Texoma Pump Station Improvements
Add High Service Pump Capacity and Piping Improvements
N
0
100
200
400
Feet
Esri Community Maps Contribu
HERE, Garmin, SafeGraph, GeoTech
Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.7.

Meeting Date: 2/19/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7263***

Authorizing Execution of an Agreement with M&G home Builders LLC for the Abatement of AD Valorem Property Taxes for the Construction of a New Single-Family Residence at 515 North East Street within the City of Sherman Reinvestment Zone, Number 10 (#10)

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 515 North East Street situated within City of Sherman Reinvestment Zone, Number Ten (#10).

Background:

On June 5, 2023, City Council renewed the residential tax abatement program to encourage the redevelopment within the City of Sherman's Reinvestment Zone, Number Ten (#10). This application is for the construction of a new single-family residence at this location. This lot is in the current designated zone for residential tax abatement.

Origination:

M&G Home Builders

Financial Consideration:

A $75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately $470.91 annually.

Staff Recommendation:

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives:

The City Council could decide against granting this abatement.

Attachments:

1. Resolution No. 7263
2. Residential Tax Abatement Agreement - 515 East
3. Exhibit A - Deed
4. Application
5. Building Permit
6. Site Plan
7. Location Map

8. Site Photo
9. Reinvestment Zone Map

RESOLUTION NO. 7263

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH M&G HOME BUILDERS LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 515 NORTH EAST STREET WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from M&G Home Builders LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with M&G Home Builders LLC for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 515 North East Street, lying within City of Sherman Reinvestment Zone, Number Ten (#10), in accordance with the City's policies and procedures established for this purpose.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 19th day of February 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN PITTMAN, CITY ATTORNEY

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **M&G HOME BUILDERS LLC** hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th day of April, 2016, the City Council of Sherman, Texas, passed Ordinance No. 5948 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, on the 19th day of August, 2019, the City Council of Sherman, Texas adopted Ordinance No. 6241 and redesignated the Reinvestment Zone to be City of Sherman Reinvestment Zone, Number Ten (#10); and

WHEREAS, on the 9th day of June, 2023, the City Council of Sherman, Texas adopted Ordinance No. 6598 and renewed the designation of the Residential Reinvestment Zone, Number Ten (#10); and

WHEREAS, the CITY has adopted a resolution (Resolution No. 7085) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2016;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2024, and continuing for tax years 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032 and 2033, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2022, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

TAX YEAR	ABATEMENT
2024	100%
2025	100%
2026	100%
2027	100%
2028	100%
2029	100%
2030	80%
2031	60%
2032	40%
2033	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be able

to inspect the property to ensure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032 and 2033, as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

> Construction of one (1) new Single-Family Residence at 515 North East Street, Sherman, Texas, and as more particularly described by metes and bounds as to hereafter include the property described in **Exhibit A**:

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned, and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as same may be in the future changed by either party upon written notice to the other:

City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

1218 N. Brents
Sherman, TX 75090
(903) 870-8212

M&G Home Builders LLC

Copy to: Grayson Appraisal District
512 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, _____.

CITY:
CITY OF SHERMAN, TEXAS

BY: _____
ROBBY HEFTON

OWNER:
M&G HOME BUILDERS LLC

BY: _____
MARTIN COVARRUBIAS

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

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

BY: _____
RYAN D. PITTMAN
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **MARTIN COVARRUBIAS** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this 10th day of January, ~~2023~~ 2024 A.D.

Erica Tinajero

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NOTARY PUBLIC STATE OF TEXAS
ERICA TINAJERO
Notary ID #128185701
My Commission Expires
March 10, 2027

2021 - 35944

VG-286-2021-35944

EXHIBIT A

Grayson County
Deana Patterson
County Clerk
Sherman, TX 75090

Instrument Number: 2021 - 35944

Real Property Recordings

Recorded On: October 22, 2021 09:17 AM

Number of Pages: 3

Parties: GRAYSON COUNTY SHERIFF

" Examined and Charged as Follows: "

Total Recording: $20.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described Document because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 35944
Receipt Number: 20211022000021
Recorded Date/Time: October 22, 2021 09:17 AM
User: Hailee A
Station: CLERK05

Record and Return To:

Treas DC NON CASH

STATE OF TEXAS
COUNTY OF GRAYSON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

Deana Patterson
County Clerk
Grayson County, TX

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

SHERIFF'S TAX DEED

STATE OF TEXAS **X**

X KNOW ALL MEN BY THESE PRESENTS

COUNTY OF GRAYSON **X**

That, whereas, by virtue of an Order of Sale issued by the Clerk of the District Court in and for Grayson County, dated July 9, 2021 on a certain judgment rendered in said Court on 21st day of September, 2020, in a certain **Suit No. T-19-3016, Sherman Independent School District, Et Al vs. Joe H. Bruce, Et Al,** I, Sheriff Tom Watt, of said County, did upon July 9, 2021, levy upon and advertise the said premises as described in said Order of Sale, by giving public notice of the time and place of said sale by an advertisement in the English language, published once a week for three (3) consecutive weeks preceding such sale, the first publication appearing not less than twenty (20) days immediately preceding the day of sale, beginning on July 11, 2021, in the HERALD DEMOCRAT, a newspaper published in the County of Grayson, stating in said advertisement the authority by virtue of which such sale was to be made, the time of levy, the time and place of sale, a brief description of the property to be sold, the number of acres, the original survey, its locality in the County, and the name by which the land is generally known, and by delivering a similar notice to each of the named Defendants, and on the first Tuesday, the 3rd day of August, 2021, beginning at 1:00 PM sold said hereinafter described land or lots at public venue, in an online auction conducted by GovEase.com at URL: https://www.govease.com/auctions, at which sale the premises hereinafter described were struck off to:

M & G Home Builders
1218 N. Brents
Sherman, TX 75090

for the sum of **$21,660.00,** M & G Home Builders being the highest bidder(s), and that being the highest bid for the same, NOW, THEREFORE, in consideration of the premises aforesaid, and of the payment of the aforesaid sum, the receipt of which is hereby acknowledged, I as Sheriff aforesaid, have Granted, Sold, and Conveyed, and by these presents do Grant, Sell, and Convey unto the said grantee(s) all of the estate, right, title, and interest which the Defendants in such suit had on the date said judgment was rendered or at any time afterwards, in and to the following described land and premises, as described in the Order of Sale, viz:

PROPERTY DESCRIPTION

48.00 feet by 120.00 feet, containing 0.132 acre, more or less, out of Lots 2 and 3, Block 9, G. W. Bonds Second Addition, Grayson County, Texas, as described in deed dated February 25, 1957, from Carter Savannah Brown et ux to Anna Elizabeth Nicholas, in Volume 852, Page 91, Deed Records of Grayson County, Texas.

TO HAVE AND TO HOLD the above described premises unto the said grantee(s), heirs and assigns forever, as fully and absolute as I, as Sheriff aforesaid, can convey by virtue of said Order of Sale;

Subject, however to the owner's right to redeem the same in the manner and within the time prescribed by Section 34.21 of the Property Tax Code of the State of Texas.

This conveyance is made expressly subject to recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

IN TESTIMONY WHEREOF, I have hereunto set my hand this the 29 day of September, 2021.

Sheriff Tom Watt
Grayson County, Texas

By: Sergeant Donald Bowling

STATE OF TEXAS **X**
X
GRAYSON COUNTY **X**

Before me, the undersigned authority, on this day personally appeared Sergeant Donald Bowling, of Grayson County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes, consideration, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 29 DAY OF September, 2021.

LAURA BELLOWS
My Notary ID # 130040597
Expires December 2, 2022

Printed Name: Laura Bellows
Notary Public, State of Texas
My Commission Expires: 12/2/2022

After recording return to:

M & G Home Builders
1218 N. Brents
Sherman, TX 75090

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: M&G Home Builders

Mailing Address: 1218 N Brents, Sherman, TX 75090

Telephone Number: 9038708212

Contact (if different than owner):

Name: _____

Mailing Address: _____

Telephone Number: _____

Property:

Physical Address: 515 N East

Summary Legal Description: Lot: COVAS ADDN RPLT PT LOT 3 BLK 9 GW BONDS 2ND ADDN, BLOCK 9, LOT 3-R

Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one). New Construction: X Remodeling: _____

Estimated Value of Improvements: 96,300

Estimated Date of Start of Construction: 11/21/2023

Estimated Date of Completion of Project: 3/21/2023

Description of Project: NEW RESIDENTIAL CONSTRUCTION

Applicant(s): _____ Date: 11/12/2023

_____ Date: _____

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN

New Residential Building Permit

#23-006529 | Issued on: 12/11/2023 at 1:34 PM

Project Description: new construction

ADDRESS
515 N EAST,
Sherman, TX

LEGAL
COVAS ADDN RPLT PT LOT 3 BLK 9 GW BONDS 2ND ADDN, BLOCK 9, LOT 3-R, ACRES .133

PERMIT HOLDER
M&G HOME BUILDERS LLC
MARTIN COVARRUBIAS
(903) 870-8212

COLLABORATORS
- ALPINE AIR
  DONALD L BAILEY
  (903) 891-9154
- ALPINE AIR CONDITIONING & HEAT
  DONALD L BAILEY
  (903) 891-9154
- M&G HOME BUILDERS LLC
  MARTIN COVARRUBIAS
  (903) 870-8212
- VILLARREAL PLUMBING
  GEORGE VILLARREAL
  (214) 850-7686

OWNERS
- M and G Home Builders LLC

INFORMATION FIELDS

Zoning District	R - 4	Square Feet of Living Area	1167
Square Feet of Garage Area	287	Total Square Feet	1522
Bedrooms	3	Bathrooms	2
Number of Stories	1	Number of Acres	.133
Type of Construction List	Wood Frame	Garage Parking	1
Off Street Parking	2	Tax Abatement	Yes
Sewer Disposal	Public Sewer	Water Supply	Public
Heating	Electric	Permit Certification	Yes

FEE	TOTAL	PAID	DUE
Building Permit Fee (C)	$ 456.60	$ 456.60	$ 456.60
Storm Water Fee	$ 25.00	$ 25.00	$ 25.00
Impact Fee Zone 3	$ 440.00	$ 440.00	$ 440.00
Impact Fee - Water	$ 1,021.00	$ 1,021.00	$ 1,021.00
Impact Fee - Sewer	$ 164.00	$ 164.00	$ 164.00
TOTALS	$ 2,106.60	$ 2,106.60	$ 0.00

NOTICE

This permit becomes null and void if work or constructions authorized is not commenced within 6 months, or if construction or work is suspended of abandoned for a period of 6 months at any time after work is started. This permit is for the Permit Holder only. Repermitting will be required if Contractor changes.

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provision of any other state or local law regulating construction or the performance of construction.

It shall be the duty of the holder of this permit to notify the Building Department when work is ready for inspection. It shall be the duty of the Permit Holder to provide access to and means for inspections of such work required by the adopted codes.

Permit not valid until signed by all parties.

(Signature of Contractor or Authorized Agent) _____ Date _____

(Approved By) Flood Plain Administrator _____ Date 12-11-2023

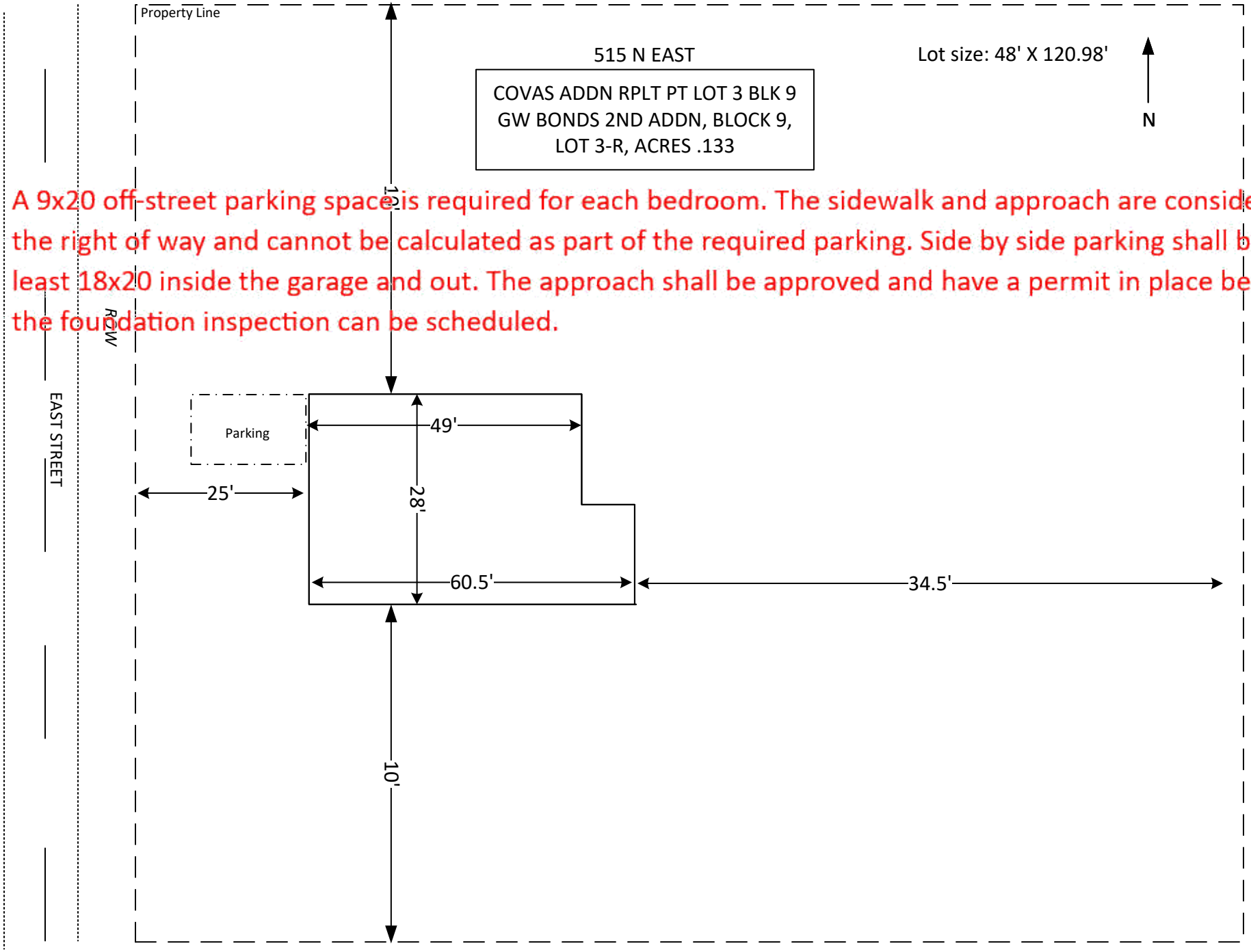
(Approved By) Building Official or his Designee _____ Date 12-11-23

Note: This permit is not approved or valid until signed by the Building Official or his Designee.

ALL WORK AND MATERIAL
TO COMPLY WITH
2018 IRC, 2018 IECC
AND 2020 NEC

MARKED PLANS IN MYGOV

Setbacks shall meet city requirements.



dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

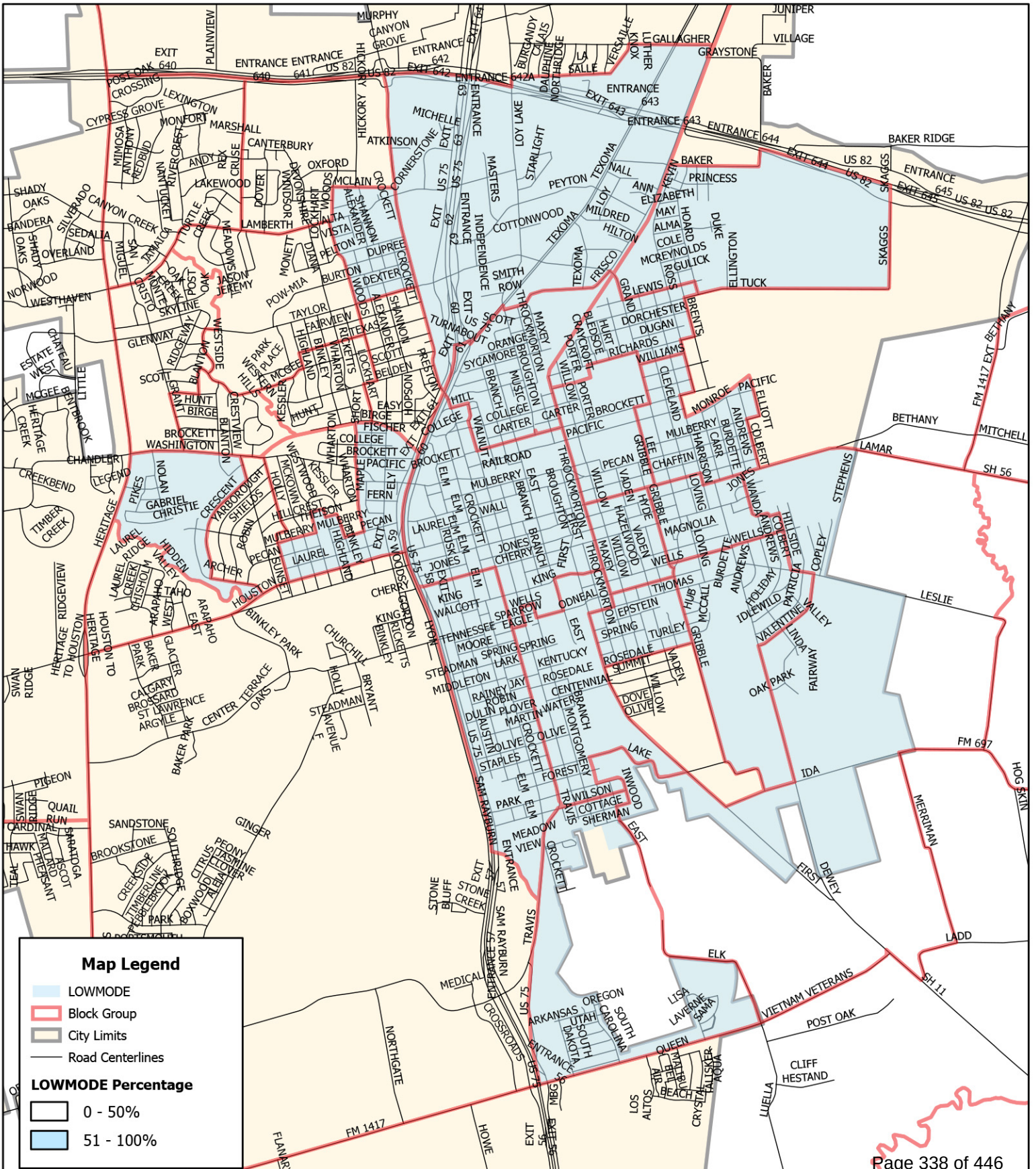
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
515 N EAST ST

N
W E
S

Date: 1/2/2024 5:47 PM

515 N East St.


Map Legend
LOWMODE
Block Group
City Limits
Road Centerlines
LOWMODE Percentage
0 - 50%
51 - 100%

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.8.

Meeting Date: 2/19/2024

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7264***

Accepting the Contract with Lynn Vessels Construction, LLC as Complete for the Construction of the Northwest Sewer and Force Main as Complete

Issue:

To consider and act upon a resolution approving the Greater Texoma Utility Authority's (GTUA) acceptance of the contract with Lynn Vessels Construction, LLC as complete for the construction of the Northwest Sewer and Force Main.

Background:

This project is the result of the TCEQ request for the City of Sherman to serve the Preston Club area with a gravity sewer system, which had failed and became hazardous to the environment. The City of Sherman agreed to the TCEQ request and began the process of engineering design, easement acquisitions, and subsequent construction. It has been in the works for approximately 5-years. The work is now substantially completed, and the warranty period has begun.

Origination:

Engineering Department

Financial Consideration:

The staff recommends accepting the construction contract with Lynn Vessels Construction Company, LLC in the amount of $1,803,206.02 as complete for construction of the Northwest Sewer and Force Main.

Staff Recommendation:

It is recommended that the City Council approve the resolution and accept the contract as complete for this project.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7264
2. Council Map

RESOLUTION NO. 7264

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ACCEPTING THE CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC FOR THE NORTHWEST SEWER AND FORCE MAIN AS COMPLETE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman, Texas, has entered into a Contract for Water Supply and Sewer Service with the Greater Texoma Utility Authority; and

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Lynn Vessels Construction, LLC for the construction of the Northwest Sewer and Force Main for the City of Sherman, Texas; and

WHEREAS, representatives of the City of Sherman, the Greater Texoma Utility Authority, and the project engineer have inspected the Northwest Sewer and Force Main and found it to be complete;

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

SECTION 1. That the City Council of the City of Sherman, Texas, hereby formally accepts the contract with Lynn Vessels Construction, LLC for construction of the Northwest Sewer and Force Main as complete.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 19th day of February 2024.

CITY OF SHERMAN, TEXAS

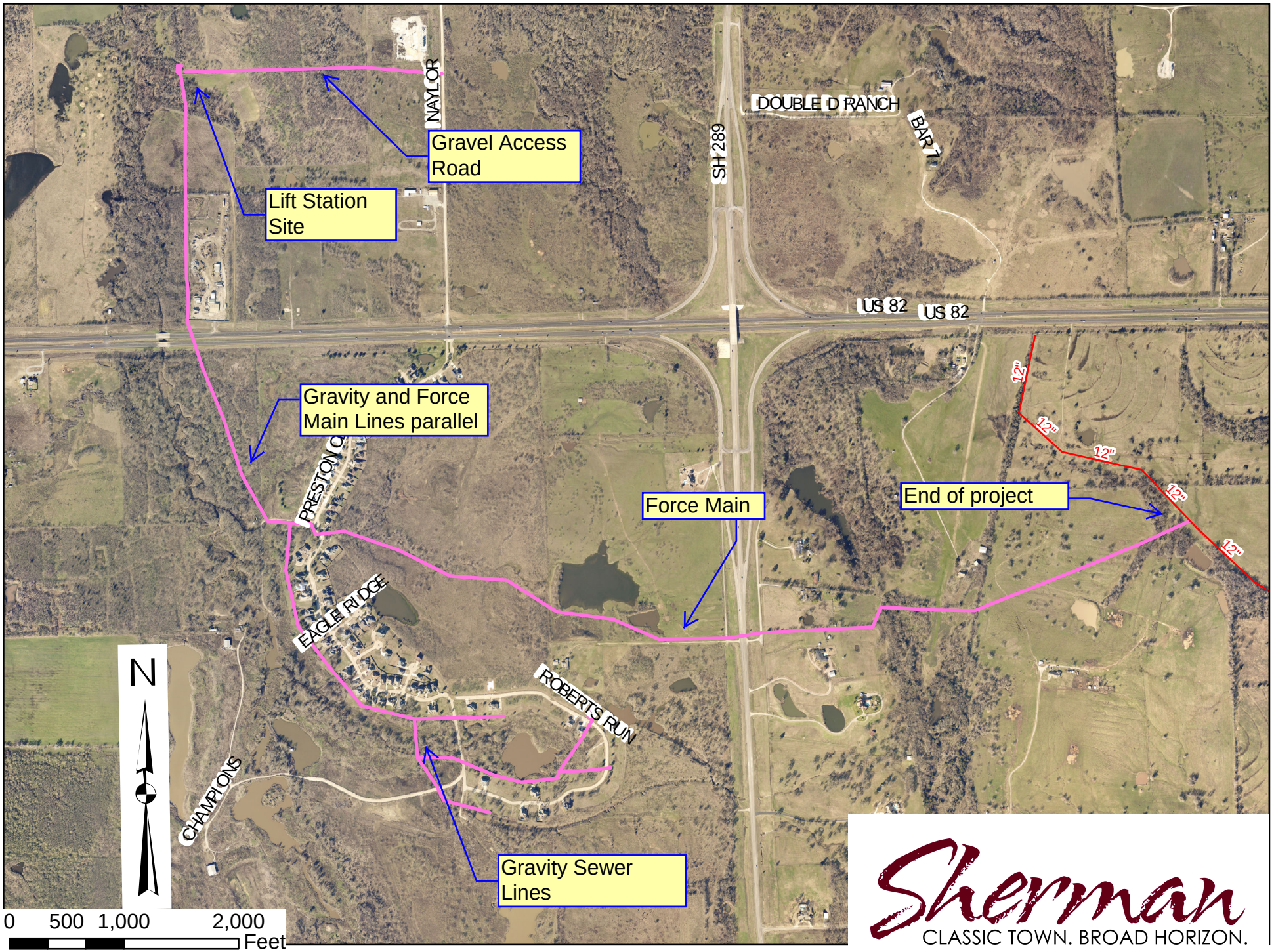
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY


Gravel Access Road
Lift Station Site
Gravity and Force Main Lines parallel
Force Main
End of project
Gravity Sewer Lines
NAYLOR
SH 289
DOUBLE D RANCH
BAR 7
US 82
US 82
PRESTON O
EAGLE RIDGE
ROBERTS RUN
CHAMPIONS
12"
12"
12"
12"
12"
N
0 500 1,000 2,000
Feet
Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.9.

Meeting Date: 2/19/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7265***

Authorizing Execution of an Agreement with M&G Home Builders LLC for the Abatement of AD Valorem Property Taxes for the Construction of a New Single-Family Residence at 514 North Colbert Avenue within the City of Sherman Reinvestment Zone, Number Ten (#10);

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 514 North Colbert Street situated within City of Sherman Reinvestment Zone, Number Ten (#10).

Background:

On June 5, 2023, City Council renewed the residential tax abatement program to encourage the redevelopment within the City of Sherman's Reinvestment Zone, Number Ten (#10). This application is for the construction of a new single-family residence at this location. This lot is in the current designated zone for residential tax abatement.

Origination:

M&G Home Builders

Financial Consideration:

A $75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately $470.91 annually.

Staff Recommendation:

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives:

The City Council could decide against granting this abatement.

Attachments:

1. Resolution No. 7265
2. Residential Tax Abatement Agreement
3. Exhibit A - Deed
4. Application
5. Building Permit
6. Site Plan
7. Location Map

8. Site Photo
9. Reinvestment Zone Map

RESOLUTION NO. 7265

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH M&G HOME BUILDERS LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 514 NORTH COLBERT AVENUE WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from M&G Home Builders LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with M&G Home Builders LLC for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 514 North Colbert Avenue, lying within City of Sherman Reinvestment Zone, Number Ten (#10), in accordance with the City's policies and procedures established for this purpose.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 19th day of February 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **M&G HOME BUILDERS LLC** hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th day of April, 2016, the City Council of Sherman, Texas, passed Ordinance No. 5948 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, on the 19th day of August, 2019, the City Council of Sherman, Texas adopted Ordinance No. 6241 and redesignated the Reinvestment Zone to be City of Sherman Reinvestment Zone, Number Ten (#10); and

WHEREAS, on the 9th day of June, 2023, the City Council of Sherman, Texas adopted Ordinance No. 6598 and renewed the designation of the Residential Reinvestment Zone, Number Ten (#10); and

WHEREAS, the CITY has adopted a resolution (Resolution No. 7085) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2016;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2024, and continuing for tax years 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032 and 2033, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2022, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

TAX YEAR	ABATEMENT
2024	100%
2025	100%
2026	100%
2027	100%
2028	100%
2029	100%
2030	80%
2031	60%
2032	40%
2033	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be able

to inspect the property to ensure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032 and 2033, as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

> Construction of one (1) new Single-Family Residence at 514 North Colbert Street, Sherman, Texas, and as more particularly described by metes and bounds as to hereafter include the property described in **Exhibit A**:

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned, and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as same may be in the future changed by either party upon written notice to the other:

City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

1218 N. Brents
Sherman, TX 75090
(903) 870-8212

M&G Home Builders LLC

Copy to: Grayson Appraisal District
512 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, _____.

CITY:
CITY OF SHERMAN, TEXAS

BY: _____
ROBBY HEFTON

OWNER:
M&G HOME BUILDERS LLC

BY: _____
MARTIN COVARRUBIAS

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

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

BY: _____
RYAN D. PITTMAN
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **MARTIN COVARRUBIAS** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this 10th day of January, ~~2023~~ 2024 A.D.

Erica Tinajero
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NOTARY PUBLIC STATE OF TEXAS
ERICA TINAJERO
Notary ID #128185701
My Commission Expires
March 10, 2027

EXHIBIT A

Grayson County
Deana Patterson
County Clerk
Sherman, TX 75090

Instrument Number: 2023 - 7726

ERecordings-RP

Recorded On: March 30, 2023 08:26 AM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: $24.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described Document because of color or race is invalid and unenforceable under federal law.

File Information:		**Record and Return To:**
Document Number:	7726	Simplifile
Receipt Number:	20230330000011	100 W. Houston Ste. 17
Recorded Date/Time:	March 30, 2023 08:26 AM	
User:	Linda D	Sherman TX 75090
Station:	CC18	

STATE OF TEXAS
COUNTY OF GRAYSON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

Deana Patterson
County Clerk
Grayson County, TX

324060

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed

Date: March 29, 2023

Grantor: RODOLFO L. LOPEZ and MANUELA JIMENEZ ALONZO

Grantor's Mailing Address:

111 S. Willow
Sherman, TX 75090

Grantee: M&G HOME BUILDERS, LLC, a Texas limited liability company

Grantee's Mailing Address:

1218 N. Brents Ave.
Sherman, TX 75090

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Being Lot NINETY-FIVE (95) of BELMONT ADDITION, an Addition to the City of Sherman, Texas, as shown by Plat of record in Volume 277, Page 32, Deed Records, Grayson County, Texas.

Reservations from Conveyance:

The hereinabove described property is being conveyed subject to all prior reservations of the oil, gas and other minerals, oil and gas leases and easements appearing of record affecting said property, all of which are excepted from the warranty hereinafter given. The grantors herein, convey all of the undivided interest owned by grantor, in and to all of the oil, gas and other minerals in, under, or that may be produced from the herein described property to the Grantees herein, their heirs and assigns.

Special Provision:

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

Exceptions to Conveyance and Warranty:

All recorded and existing restrictions, reservations, and, covenants affecting the land described herein. All existing easements, rights-of-way, and prescriptive rights, whether of record or not. All taxes for the year 2023, which Grantee assumes and agrees to pay, and subsequent assessments for that year and prior years due to the change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Rodolfo López

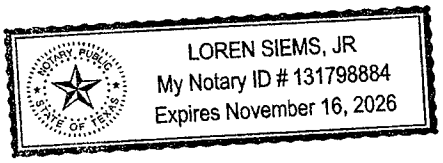
RODOLFO L. LOPEZ

MANUELA JIMENEZ ALONZO

STATE OF TEXAS)

COUNTY OF GRAYSON)

This instrument was acknowledged before me on March 29, 2023, by RODOLFO L. LOPEZ.

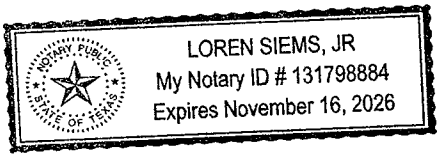


Notary Public, State of Texas
My commission expires: Nov 16, 2026

STATE OF TEXAS)

COUNTY OF GRAYSON)

This instrument was acknowledged before me on March 29, 2023, by MANUELA JIMENEZ ALONZO.



Notary Public, State of Texas
My commission expires: Nov 16, 2026

PREPARED IN THE LAW OFFICE OF:

PHIL L. ADAMS
P.O. Box 369
Gainesville, Texas 76241

AFTER RECORDING RETURN TO:

CHAPIN TITLE COMPANY
620 N. Travis
Sherman, TX 75090
Phone: (903) 868-1415
Fax: (903) 870-0444

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: M&G Home Builders

Mailing Address: 1218 N Brents, Sherman, TX 75090

Telephone Number: 9038708212

Contact (if different than owner):

Name: _____

Mailing Address: _____

Telephone Number: _____

Property:

Physical Address: 514 N Colbert

Summary Legal Description: Lot: BELMONT ADDN, LOT 95

Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one). New Construction: X Remodeling: _____

Estimated Value of Improvements: 96,300

Estimated Date of Start of Construction: 1/15/24

Estimated Date of Completion of Project: 3/25/2024

Description of Project: NEW RESIDENTIAL CONSTRUCTION

Applicant(s): _____ Date: 1/4/24

_____ Date: _____

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN

New Residential Building Permit

#23-007081 | Issued on: 01/09/2024 at 1:59 PM

Project Description: 514 N Colbert new construction N Colbert - 447302 - https://esearch.graysonappraisal.org/Property/View/447302

ADDRESS
514 N Colbert Ave,
Sherman, TX

PERMIT HOLDER
M&G HOME BUILDERS LLC
MARTIN COVARRUBIAS
(903) 870-8212

COLLABORATORS
- ALPINE AIR
  DONALD L BAILEY
  (903) 891-9154
- ALPINE AIR CONDITIONING & HEAT
  DONALD L BAILEY
  (903) 891-9154
- M&G HOME BUILDERS LLC
  MARTIN COVARRUBIAS
  (903) 870-8212
- STARPOINT TEXAS PLUMBING
  JAVIER TORRALVA LOPEZ
  (469) 207-7068

INFORMATION FIELDS

Zoning District	R - 4	Square Feet of Living Area	1167
Square Feet of Garage Area	287	Total Square Feet	1522
Bedrooms	3	Bathrooms	2
Number of Stories	1	Number of Acres	.13
Type of Construction List	Wood Frame	Garage Parking	1
Off Street Parking	2	Tax Abatement	Yes
Sewer Disposal	Public Sewer	Water Supply	Public
Heating	Electric	Permit Certification	Yes

FEE	TOTAL	PAID	DUE
Building Permit Fee (R)	$ 456.60	$ 456.60	$ 456.60
Storm Water Fee	$ 25.00	$ 25.00	$ 25.00
Impact Fee Zone 3	$ 440.00	$ 440.00	$ 440.00
Impact Fee - Water	$ 1,021.00	$ 1,021.00	$ 1,021.00
Impact Fee - Sewer	$ 164.00	$ 164.00	$ 164.00
TOTALS	$ 2,106.60	$ 2,106.60	$ 0.00

NOTES
N Colbert - 447302 - https://esearch.graysonappraisal.org/Property/View/447302

NOTICE
This permit becomes null and void if work or constructions authorized is not commenced within 6 months, or if construction or work is suspended of abandoned for a period of 6 months at any time after work is started. This permit is for the Permit Holder only. Repermitting will be required if Contractor changes.

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provision of any other state or local law regulating construction or the performance of construction.

It shall be the duty of the holder of this permit to notify the Building Department when work is ready for inspection. It shall be the duty of the Permit Holder to provide access to and means for inspections of such work required by the adopted codes.

Permit not valid until signed by all parties.

(Signature of Contractor or Authorized Agent) — Date

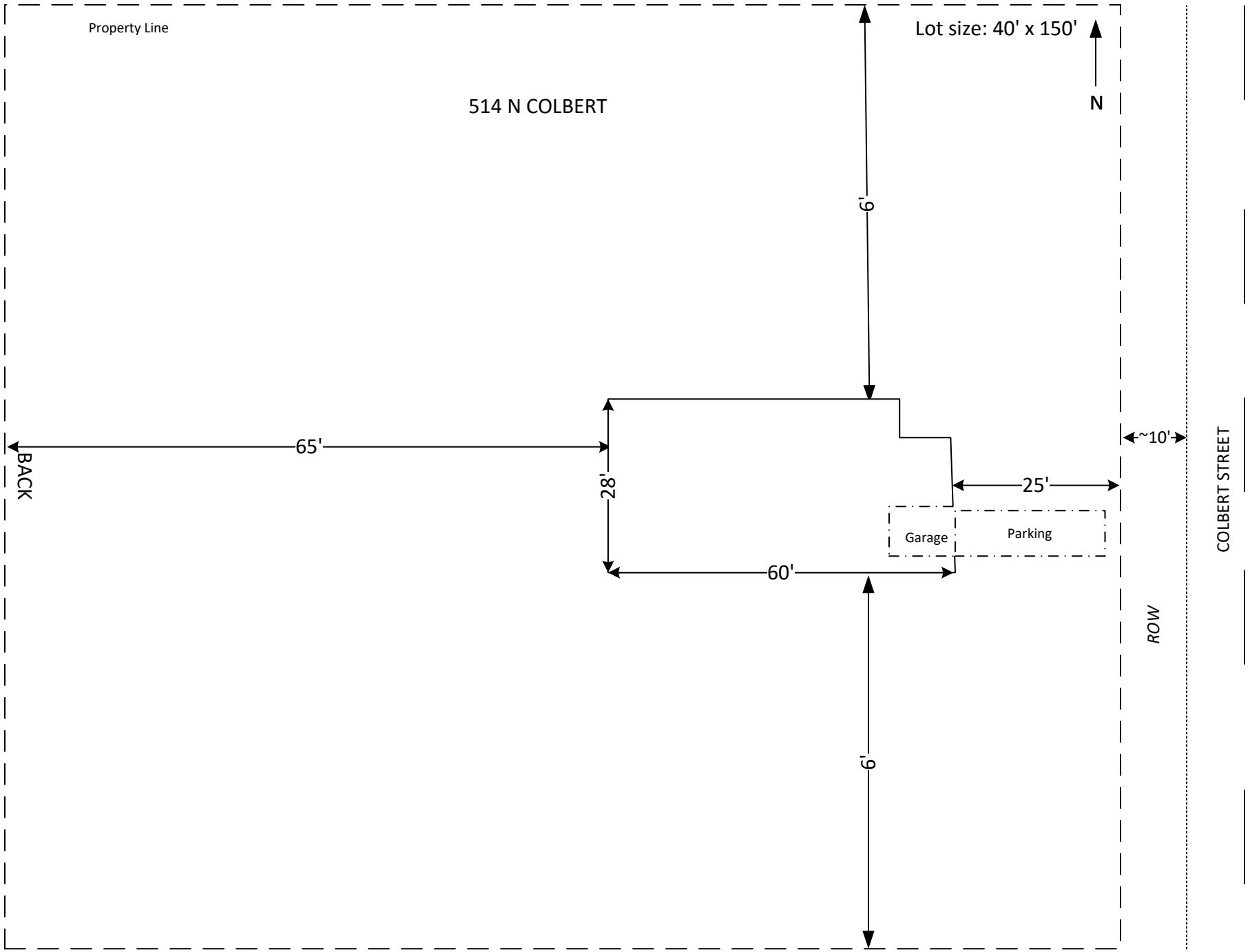
(Approved By) Flood Plain Administrator — 1-9-2024 Date

(Approved By) Building Official or his Designee — 1-9-24 Date

ALL WORK AND MATERIAL
TO COMPLY WITH
2018 IRC, 2018 IECC
AND 2020 NEC

MARKED PLANS IN MYGOV

Note: This permit is not approved or valid until signed by the Building Official or his Designee.


Property Line
Lot size: 40' x 150'
514 N COLBERT
N
9'
65'
BACK
28'
~10'
25'
Garage
Parking
60'
9'
ROW
COLBERT STREET

dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
514 N COLBERT AVE

N
W E
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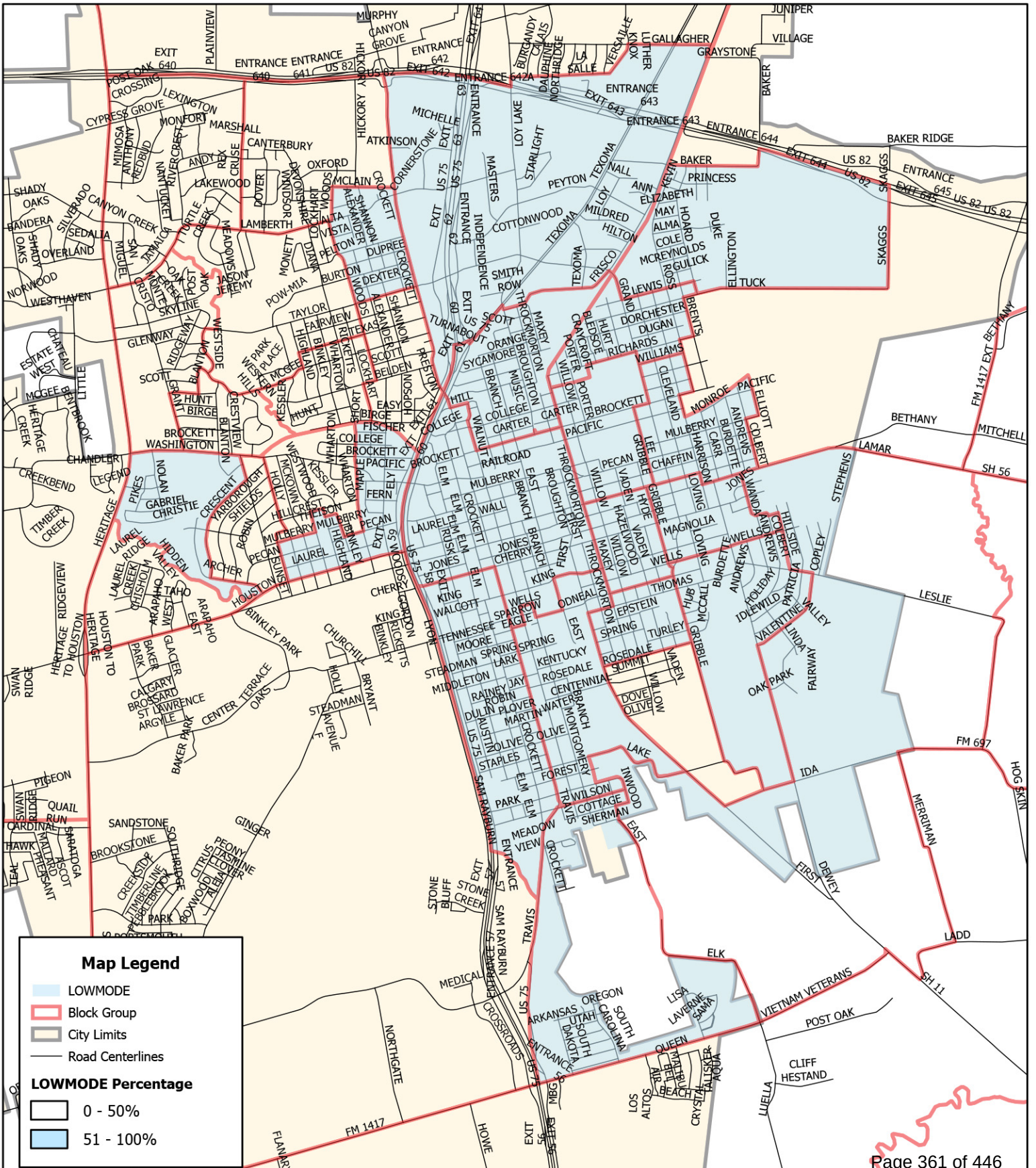
Date: 1/2/2024 5:47 PM


Map Legend
LOWMODE
Block Group
City Limits
Road Centerlines
LOWMODE Percentage
0 - 50%
51 - 100%

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.10.

Meeting Date: 2/19/2024

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7266***

Approving Amended Bylaws of the Sherman Economic Development Corporation, a Type A Economic Development Corporation

Issue:

Approval of amendments to the Bylaws of the Sherman Economic Development Corporation (SEDCO)

Background:

In a recent Executive Session, the Council directed City staff to work with SEDCO on amending the SEDCO Bylaws in the following ways: 1) to allow for three, three-year terms, instead of the current two, three-year terms, 2) to institute a residency requirement that all SEDCO Board members must reside within the Sherman City Limits or the City's Extraterritorial Jurisdiction (ETJ) during their tenure, and 3) to add two additional Board member positions to the Board. City staff worked with the SEDCO President and the SEDCO Board to institute these changes in the Bylaws and the related Articles of Incorporation. This Resolution relates to amending the Bylaws, and there is another Resolution on this Council Meeting agenda to make necessary changes to the Articles of Incorporation to accomplish these changes as well.

Origination:

Janie Bates, SEDCO Board Chairman
Kent Sharp, President of the Sherman Economic Development Corporation

Financial Consideration:

There is no financial impact to approving the SEDCO Bylaws

Staff Recommendation:

It is the staff's recommendation that the City Council approve the Resolution and the amended SEDCO Bylaws.

Alternatives:

The Council could suggest other amendments to the Bylaws

Attachments:

1. Resolution No. 7266
2. Exhibit A - SEDCO Bylaws Revised February 13, 2024
3. Res No SEDCO-2024.04 (SEDCO Bylaws Amendment - SIGNED)

RESOLUTION NO. 7266

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AMENDED BYLAWS OF THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION, A TYPE A ECONOMIC DEVELOPMENT CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Sherman Economic Development Corporation is a Type A economic development corporation, created pursuant to Chapter 504 of the Texas Local Government Code, as amended (hereinafter referred to as "SEDCO"); and

WHEREAS, Section 501.064(c) of the Texas Local Government Code provides that the bylaws and each amendment of the bylaws must be consistent with state law, and with the certificate of formation of the corporation, and be approved by resolution of the City Council of the City of Sherman, Texas.

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

Section 1. That the foregoing recitals are hereby found to be true and correct legislative findings of the City Council of the City of Sherman, Texas, and are fully incorporated into the body of this Resolution.

Section 2. That the City Council of the City of Sherman, Texas, does hereby approve the form of the Bylaws of the Sherman Economic Development Corporation, a copy of which is attached hereto as ***Exhibit A***.

Section 3. That the Bylaws of the Sherman Economic Development Corporation, a copy of which is attached hereto as ***Exhibit A***, shall not be effective until the Texas Secretary of State approves an Amendment to the Articles of Incorporation increasing the SEDCO Board of Directors from a five (5) member board to a seven (7) member board, and provide that all board members must reside within the city limits of Sherman or the extraterritorial jurisdiction ("ETJ") of the City of Sherman during the term of appointment to the Board.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 19th day of February 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Exhibit A

[Bylaws of the
Sherman Economic Development Corporation]

BYLAWS

OF

SHERMAN ECONOMIC DEVELOPMENT COPORATION
A TEXAS NON-PROFIT CORPORATION

SHERMAN, TEXAS

SECTION I
OFFICES

1.01 Registered Office and Registered Agent

The Sherman Economic Development Corporation (hereinafter referred to as the "Corporation") shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The Board of Directors may, from time to time, change the registered agent and/or the address of the registered office, provided that such change is appropriately reflected in these Bylaws and in the Articles of Incorporation.

The registered office of the Corporation is located at 307 West Washington, Suite 102, Sherman, Texas 75090.

1.02 Principal Office

The principal office of the Corporation in the State of Texas shall be located at 307 West Washington Street, Suite 102 in the City of Sherman, County of Grayson, and it may be, but need not be, identical with the registered office of the Corporation.

SECTION II
PURPOSES

2.01 Purposes

The Corporation is a Type A economic development corporation, and a Texas non-profit corporation specifically governed by the Texas Development Corporation Act, as defined in Chapters 501 and 504 of the Texas Local Government Code, as amended (formerly Art. 5190.6 of the Texas Revised Civil Statutes). The purpose of the Corporation is to promote, assist, and enhance economic development in accordance with the Articles of Incorporation.

SECTION III
MEMBERS

3.01 Members

The Corporation shall have no members.

SECTION IV
BOARD OF DIRECTORS

4.01 Board of Directors

The business and affairs of the Corporation and all corporate powers shall be exercised by or under authority of the Board of Directors (the "Board"), appointed by the governing body of the City of Sherman (the "City Council"), and subject to applicable limitations imposed by the Texas Development Corporation Act, Texas Non-Profit Corporation Act, the Texas Business Corporation Act, the Articles of Incorporation, or these Bylaws. The Board may, by contract, resolution, or otherwise, give general or limited or special power and authority to the officers and employees of the Corporation to transact the general business or any special business of the Corporation, and may give powers of attorney to agents of the Corporation to transact any special business requiring such authorization.

The Board may plan and direct its work through a President (the "CEO"), who will be charged with the responsibility of carrying out the Corporation's programs as may be adopted and planned by the Board. The Board may contract with another entity for the services of a CEO.

4.02 Number and Qualifications

The authorized number of Directors of this Board shall be seven (7).

The Mayor shall appoint the Directors of the Corporation with the approval of the City Council. The number of Directors shall be seven (7). Board members will be selected based on interest in the work of the Corporation, special expertise, and civil service. Special expertise includes, but is not limited to, business skills in finance, accounting, law, personal credibility, business accomplishments and interpersonal skills. All Board members must reside within the city limits of Sherman or the extraterritorial jurisdiction ("ETJ") of the City of Sherman during the term of appointment to the Board. No person can serve on the Board who is an employee of the City of Sherman or the Sherman Chamber of Commerce. Any Board member who files for public office or holds a public office, except a Board member from the Sherman City Council, must immediately resign from the Board. Directors shall serve at the pleasure of the City Council and may be removed by the City Council at any time without cause. Terms of office shall begin October 1st.

Each Director shall meet at least one (1) of the following qualifications:

1. serve, or have served as a President of a company; or

2. serve, or have served, in a position of executive management of a company; or

3. serve, or have served, in a professional capacity; or

4. have experience equivalent to any of the above qualifications.

The City Council shall consider an individual's experience, accomplishments, and educational background in appointing members to the Board to ensure that the interests and concerns of all segments of the community are considered.

4.03 Bonds

If the City of Sherman ceases to act as the fiscal agent for the Corporation, the President, Vice President, and Treasurer of the Board shall each give an official bond in the sum of not less than One Hundred Thousand Dollars ($100,000.00). The bonds referred to in this section shall be considered for the faithful accounting of all monies and things of value coming into the hands of such officers. The bonds shall be procured from some regularly accredited surety company authorized to do business in the state. The premiums therefor shall be paid by the Corporation. A copy of each officer's bond shall be filed with the City Secretary.

4.04 General Duties of the Board

The Board is hereby required to perform the following duties:

1. The Board shall develop an overall economic development plan for the City which shall include and set forth intermittent and/or short-term goals which the Board deems necessary to accomplish compliance with its overall economic development plan. Such plan shall be communicated to City Council. The overall plan developed by the Board shall be one that includes the following elements:

    a. An economic development strategy to permanently bolster the business climate throughout the City.

    b. Strategies to fully utilize the assets of the City which enhance economic development.

    c. Identification of strategies to coordinate public, private and academic resources to develop and enhance business opportunities for all citizens of Sherman. This plan shall include methods to improve communication and cooperation between the above-mentioned entities.

    d. Assurance of accountability of all tax moneys expended for its implementation of the overall economic development plan.

    e. Identification of strategies and provide for implementation of identified strategies for direct economic development as defined in this Section.

    f. To assist the Board in the implementation of the overall economic development plan, the Board may seek out and employ a President (CEO). The CEO shall be responsible to the Board and shall act as the Board's administrator and shall assist the Board in carrying out the duties of the Board as set forth in this section. The Board shall, in the annual budget, make provisions for the compensation to be paid to the CEO and such compensation so established by the Board shall comprise the salary and benefits paid to the CEO for his/her services.

    g. The Board may employ or contract for such personnel as may be necessary to discharge the Corporation's assigned duties. The compensation for all such employees shall be set by the Board in its annual budget and such compensation so established by the Board

shall comprise the salary and benefits for such employees, and provided further, no such employee shall be hired until such time as the Board has established such compensation for the position in question.

h. The CEO shall be hired by the Board with the consent of the City Council and may be removed by a majority vote of the Board.

2. The Board shall expend, in accordance with State law, the tax funds received by it on direct economic development where such expenditures will have a direct benefit to the citizens of Sherman.

As used in this Section, "direct economic development" shall mean the expenditure of such tax funds for programs that directly accomplish or aid in the accomplishment of creating identifiable new jobs or retaining identifiable existing jobs including job training and/or planning and research activities necessary to promote said job creation and expand the tax base. The Corporation's focus will be primarily in the areas of:

a. Business retention and expansion

b. Formation of new businesses

c. Business attraction

4.05 Implied Duties

The Corporation is authorized to do that which the Board deems desirable to accomplish any of the purposes or duties set out or alluded to in Section 4.04 of these Bylaws and in accordance with State law.

4.06 Tenure

No member of the Board shall serve more than three (3) consecutive terms. The Mayor shall appoint the Directors of the Corporation with the approval of the City Council. Directors shall be eligible to serve for three (3) - three (3) year terms. Directors shall be removable at any time by the City Council by a majority vote of the council members.

Notwithstanding the foregoing, as of the Effective Date of these Bylaws, the current Board shall be eligible to serve up to three (3) terms. The current Board members serving in their initial term shall be eligible to serve two (2) additional three (3) year terms. While, current Board members serving in their second term shall be eligible to serve one (1) additional three (3) year term. Thereafter, all terms of office shall be for three (3) years.

Those Board members appointed to fill a vacancy when less than eighteen (18) months remain in the current term shall be eligible to serve three (3) additional three (3) year terms. In the event, a Board member is appointed to fill a vacancy when more than eighteen (18) months remain in the current term, the Board member shall be eligible to serve two (2) additional three (3) year term.

Those Board members who serve their three (3) terms of office are eligible to be reappointed to serve on the Board after a one-year absence from the Board.

4.07 Vacancies

Any vacancy occurring shall be filled by appointment of the City Council.

4.08 Meetings

The Board shall meet at least once each month at a place and time to be determined by the Board Chair. All meetings of the Board shall be posted and conducted in accordance with the Texas Open Meetings Act, as set forth in Chapter 551 of the Texas Government Code, as amended. Any member of the Board may request that an item be placed on the agenda by delivering the same in writing to the secretary of the Board no later than ten (10) days prior to the date of the Board meeting. The Chair of the Board shall set regular meeting dates and times at the beginning of his/her term.

Notice of any meeting shall contain information regarding the particular time, date, and location of the meeting and the agenda to be considered.

The annual meeting of the Board of Directors shall be during the first regularly scheduled Board meeting of each calendar year.

4.09 Attendance

Regular attendance of the Board meetings is required of all Directors. The following number of absences may constitute the need for replacement of a Director: three (3) consecutive absences, or attendance reflecting absences constituting fifty percent (50%) of the meetings over a 12-month period. In the event replacement is indicated, the member will be counseled by the Chair and, subsequently, the Chair shall submit in writing to the City Secretary the need to replace the Board member in question.

4.10 Quorum and Voting

A majority of the Board of Directors shall constitute a quorum for the conduct of the official business of the Corporation. The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors and of the Corporation unless the act of a greater number is required by law. A Director may not vote by proxy. Directors must be present in order to vote at any meeting.

4.11 Compensation

The duly appointed Directors of the Board shall serve without compensation, but shall be reimbursed for actual or commensurate cost of travel, lodging and incidental expenses while on official business of the Board in accordance with State law.

4.12 Conflicts of Interest

In the event that a Director is aware of a conflict of interest or potential conflict of interest, with regard to any particular vote, the Board's actions shall be governed by the Texas Business Organizations Code, Title 2 Corporations, Chapter 22 Non Profit Corporations, Section 22.230, as amended.

4.13 Board's Relationship with City Council

In accordance with State law, Section 501.073 of the Texas Local Government Code the City Council shall require that the Corporation be responsible to it for the proper discharge of its duties. All programs and expenditures shall be submitted for City Council approval, and the Board shall administer said programs accordingly. The Board shall determine its policies and direction within the limitations of the duties herein imposed by applicable laws, the Articles of Incorporation, these Bylaws, contracts entered into with the City, and budget and fiduciary responsibilities. The Corporation shall be regularly accountable to the City Council for all activities undertaken by them or on their behalf, and shall report on all significant activities of the Corporation to the City Council, whether discharged directly by the Board or by any person, firm, corporation, agency, association or other entity on behalf of the Corporation.

4.14 Board's Relationship with Administrative Departments of the City

Any request for services made to the administrative departments of the City shall be made by the Board or its designee in writing to the City Manager. The City Manager may approve such request for assistance from the Board when he finds such requested services are available within the administrative departments of the City and that the Board has agreed to reimburse the administrative department's budget for the costs of such services so provided.

Subject to approval from the City Council, the Corporation shall have the right to utilize the services of the City Attorney, the City Secretary, and departments of the City as requested, provided (a) that the Corporation shall pay reasonable compensation to the City for such services, and (b) the performance of such services does not materially interfere with the other duties of such personnel of the City.

SECTION V
OFFICERS

5.01 Officers of the Corporation

The elected officers of the Corporation shall be a Chair, Vice Chair, Secretary, and Treasurer. The Board may resolve to elect one or more Assistant Secretaries or one or more Assistant Treasurers as it may consider desirable. Such officers shall have the authority and perform the duties of the office as the Board may from time to time prescribe or as the Secretary or Treasurer may from time to time delegate to his or her respective Assistant. One person may hold more than one office, except that the Chair shall not hold the office of Secretary.

5.02 Selection of the Officers

The initial Chair and Vice Chair shall be elected by the Board and shall serve a term of one (1) year. On the expiration of the term of office of the original Chair and Vice Chair, the Board shall select from

among its members individuals to hold such office. The term of office of the Chair and Vice Chair shall always be for a period of one year; provided, however, that the Chair and Vice Chair continue to serve until the election of their successors.

The Secretary and Treasurer shall be selected by the members of the Board and shall hold office for a period of one (1) year; provided, however, that they shall continue to serve until the election of their successors. Elections shall be held at the annual meeting of the Board.

5.03 Vacancies

Vacancies in any office which occur by reason of death, resignation, disqualification, removal, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term of that office, in the same manner as other officers are elected to the Board.

5.04 Chair

The Chair shall be the presiding officer of the Board with the following authority:

1. Shall preside over all meetings of the Board.

2. Shall have the right to vote on all matters coming before the Board.

3. Shall have the authority, upon notice to the members of the Board, to call a special meeting of the Board when in his judgment such meeting is required.

4. Shall have the authority to appoint standing committees to aid and assist the Board in its business undertakings or other matters incidental to the operation and functions of the Board.

5. Shall have the authority to appoint ad hoc committees which may address issues of a temporary nature of concern or which have a temporary effect on the business of the Board.

In addition to the above-mentioned duties, the Chair shall sign with the Secretary of the Board any deed, mortgage, bonds, contracts, or other instruments which the Board of Directors has approved and unless the execution of said document has been expressly delegated to some other officer or agent of the Corporation by appropriate Board resolution, by a specific provision of these Bylaws, or by statute. In general, the Chair shall perform all duties incident to the office, and such other duties as shall be prescribed from time to time by the Board of Directors.

5.05 Vice Chair

In the absence of the Chair, or in the event of his or her inability to act, the Vice Chair shall perform the duties of the Chair. When so acting, the Vice Chair shall have all power of and be subject to all the same restrictions as upon the Chair. The Vice Chair shall also perform other duties as from time to time may be assigned to him or her by the Chair.

5.06 Secretary

The Secretary shall keep, or cause to be kept, at the registered office a record of the minutes of all meetings of the Board and of any committees of the Board. The Secretary shall also file a copy of said Minutes with the City and the same to be given, in accordance with the provisions of these Bylaws, or as required by the Texas Open Meetings Act or the Texas Public Information Act or other applicable law. The Secretary shall be custodian of the corporate records and seal of the Corporation, and shall keep a register of the mailing address and street address, if different, of each director.

5.07 Treasurer

If the City of Sherman ceases to act as the fiscal agent for the Corporation, the Treasurer shall be bonded for the faithful discharge of his/her duties with such surety or sureties and in such sum as the Board of Directors shall determine by Board resolution, but in no event shall the amount of such bond be less than an amount equal to the average of the sums which the Treasurer has access to and the ability to convert during a twelve (12) month period of time. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation. The Treasurer shall receive and give receipt for money due and payable to the Corporation from any source whatsoever, and shall deposit all such moneys in the name of the Corporation in such bank, trust corporation, and/or other depositories as shall be specified in accordance with Section VII of these Bylaws. The Treasurer shall, in general, perform all the duties incident to that office, and such other duties as from time to time may be assigned to him by the President of the Board.

5.08 Assistant Secretaries and Assistant Treasurers

The Assistant Secretaries and Assistant Treasurers, if any, shall in general, perform such duties as may be assigned to them by the Secretary or the Treasurer, or by the President or the Board of Directors.

5.09 President

The Corporation may employ a President, the CEO of the Corporation, who shall oversee all administrative functions of the Corporation. The CEO shall develop policies and procedures for the Corporation including financial, accounting, and purchasing policies and procedures to be approved by the Board.

5.10 Other Employees and Benefits

The Corporation may employ, or contract for, such full or part-time employees as needed to carry out the programs of the Corporation. These employees shall perform those duties as are assigned to them by the CEO. The CEO shall hire, direct, and control the work of all Corporation employees.

In accordance with Section 501.067 of the Texas Local Government Code, and subject to City Council approval, the Corporation may obtain:

a. health benefits coverage, liability coverage, workers' compensation coverage, and property coverage under the City's insurance policies, through self-funded coverage, or under coverage provided under an interlocal agreement with a political subdivision; or

b. retirement benefits under a retirement program the City participates in or operates.

Health benefits coverage may be extended to the Directors and employees, and to the dependents of the Directors and employees. Workers' compensation benefits may be extended to the Directors, employees, and volunteers. Liability coverage may be extended to protect the Corporation and the Directors and employees. Retirement benefits may be extended to the Corporation's employees. The Corporation must reimburse the City for any expense in providing said benefits.

5.11 Contract for Services

The Corporation may contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks which will aid or assist the Board in the performance of its duties. However, no such contract shall ever be approved or entered into which seeks or attempts to divest the Board of Directors of its discretion and policy-making functions in discharging the duties herein above set forth in this section.

SECTION VI
COMMITTEES

6.01 Committees

The Chair may designate not more than two (2) directors to constitute an official committee of the Board of Directors, with such other non-Board members of the committee as may be appointed by the Board, to exercise such authority of the Board as may be specified in the resolution. It is provided, however, that all final, official actions of the Corporation may be exercised only by the Board. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the Corporation.

6.02 Ex-Officio Members

The City Manager or his designee and the Mayor or his designee and the Superintendent of Sherman ISD may attend all meetings of the Board of Directors or Committees. The City of Sherman City Council will have the right to approve other ex officio members as they deem necessary. These representatives shall not have the power to vote in the meetings they attend. Their attendance shall be for the purpose of ensuring that information about the meetings are accurately communicated to the City Council and to satisfy the City Council obligation to control the powers of the Corporation.

SECTION VII
FINANCIAL ADMINISTRATION

The Corporation may contract with the City for financial and accounting services. The Corporation's financing and accounting records shall be maintained according to the following guidelines.

7.01 Fiscal Year

The fiscal year of Corporation shall begin on October 1 and end on September 30 of the following year.

7.02 Budget

A budget for the forthcoming fiscal year shall be submitted to, and approved by, the Board of Directors, and the City Council. In submitting the budget to the City Council, the Board of Directors shall submit the budget on forms prescribed by the City Manager and in accordance with the annual budget preparation schedule as set forth by the City Manager. The budget shall be submitted to the City Manager for inclusion of it in the annual budget presentation to the City Council. The budget proposed for adoption shall include the projected operating expenses, and such other budgetary information as shall be useful to or appropriate for the Board of Directors and the City Council.

7.03 Contracts

As provided in Section V above, the Chair and Secretary shall execute any contracts or other instruments which the Board has approved and authorized to be executed, provided, however, that the Board may by appropriate resolution, authorize any other officer or officers or any other agent or agents, including the CEO, to enter into contracts or execute and deliver any instrument in the name and on behalf of the Corporation. Such authority may be confined to specific instances or defined in general terms. When appropriate, the Board may grant a specific or general power of attorney to carry out some action on behalf of the Board, provided, however that no such power of attorney may be granted unless an appropriate resolution of the Board authorizes the same to be done.

7.04 Checks and Drafts

If the City of Sherman ceases to act as the fiscal agent for the Corporation, all checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed or bear the facsimile of the Chair or the Treasurer, or such other person as designated by the Board.

7.05 Deposits

All funds of the Corporation shall be deposited on a regular basis to the credit of the Corporation in a local bank which shall be federally insured and shall be selected following procedures and requirements for selecting a depository as set forth in Chapter 105 of the Texas Local Government Code.

7.06 Gifts

The Corporation may accept on behalf of the Corporation any contribution, gift, bequest, or device for the general purpose or for any special purposes of the Corporation.

7.07 Purchasing

All purchases made and contracts executed by the Corporation shall be made in accordance with the requirements of the Texas Constitution and statutes of the State of Texas.

7.08 Investments

Temporary and idle funds which are not needed for immediate obligations of the Corporation may be invested in any legal manner provided in the Public Funds Investment Act, Chapter 2256 of the Texas Government Code, as amended.

7.09 Bonds

Any bonds issued by the Corporation shall be in accordance with the statute governing this Corporation but in any event, no bonds shall be issued without approval of the City Council after review and comment by the City's bond counsel and financial advisor.

7.10 Uncommitted Funds

Any undesignated funds of the Corporation at the end of the fiscal year shall be considered a part of the Fund Balance. The Undesignated Fund Balance may be committed for any legal purpose.

SECTION VIII
BOOKS AND RECORDS

8.01 Books and Records

The Corporation shall keep correct and complete books and records of all actions of the Corporation, including books and records of account and the minutes of meetings of the Board of Directors and of any committee having any authority of the Board and to the City Council. City Council is entitled to access of the Corporation's books and records at all times. All books and records of the Corporation may be inspected by Directors of the Corporation or his/her agent or attorney at any reasonable time; and any information which may be designated as public information by law shall be open to public inspection at any reasonable time. The Texas Public Information Act and Texas Open Meetings Act shall apply to disclosure of public information. The books, records, accounts, and financial statements of the Corporation shall be audited at least once each fiscal year by an outside, independent auditing and accounting firm approved by the Board of Directors. This audit may be prepared in conjunction with the annual financial audit of the City.

SECTION IX
SEAL

9.01 Seal

The Board of Directors shall obtain a corporate seal which shall bear the words "Corporate Seal of Sherman Economic Development Corporation". The Board may thereafter use the corporate seal and may later alter the seal as necessary without changing the corporate name; but these Bylaws shall not be construed to require the use of the corporate seal.

SECTION X
PROGRAM

10.01 Authorization

The Corporation shall carry out its program subject to its Articles of Incorporation and these Bylaws, and such resolutions as the Board may from time to time authorize.

10.02 Program

The program of the Corporation shall be to assist, stimulate, and enhance economic development for the City of Sherman, Texas, subject to applicable state and Federal law, these Bylaws, and the Articles of Incorporation.

SECTION XI
PRELIMINARY AUTHORITY

11.01 Effective Date

These bylaws shall become effective upon the occurrence of all of the following events: the adoption of these bylaws by the Board of Directors; and the approval and adoption of these bylaws by the City Council.

11.02 Amendments to Bylaws

These bylaws may be amended or repealed and amended bylaws may be adopted by an affirmative vote of at least three (3) Directors present at any regular meeting or any special meeting, if at least three (3) days written notice is given of an intention to amend, repeal, and/or adopt new bylaws. Any bylaw amendments will be effective upon approval of the City Council by resolution.

SECTION XII
DISSOLUTION

12.01 Dissolution

On petition of ten percent (10%) or more of the registered voters of the City of Sherman requesting an election on the dissolution of the Corporation, the City Council shall order an election on the issue. The election must be conducted according to the applicable provision of the Election Code and the Texas Development Corporation Act. The ballot for the election shall be printed to provide for voting for or against the proposition:

"Dissolution of the Sherman Economic Development Corporation."

If a majority of voters voting on the issue approve the dissolution, the Corporation shall continue operations only as necessary to pay the principal of and interest on its bonds and to meet obligations incurred before the date of the election and, to the extent practicable, shall dispose of its assets and apply the proceeds to satisfy those obligations. When the last of the obligations is satisfied, any remaining assets of the Corporation shall be transferred to the City, and the Corporation is dissolved.

SECTION XIII
INDEMNITY

13.01 Indemnity

As provided in the Section 504.107 of the Texas Local Government Code, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.

The Corporation shall indemnify each and every member or former member of the Board of Directors, its officers, its employees, its attorneys, each member of the City Council and each employee of the City, to the fullest extent permitted by law, against any and all liability or expense, including attorneys' fees incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the Corporation.

The Board of Directors shall authorize the Corporation to pay or reimburse any current or former Director or Officer of the Corporation for any costs, expenses, fines, settlements, judgments, and other amounts, actually and reasonable incurred by such person in any action, suit, or proceeding to which he or she is made a party by reason of holding such position as Officer or Director; provided, however, that such Officer or Director shall not receive such indemnification if he/she be finally adjudicated in such instance to be liable for gross negligence or intentional misconduct in office. The indemnification herein provided shall also extend to good faith expenditures incurred in anticipation of, or preparation for, threatened or proposed litigation. The Board of Directors may, in proper cases, extend the indemnification to cover the good faith settlement of any such action, suit, or proceedings, whether formally instituted or not.

To the extent the Board of Directors authorize indemnification to Directors or Officers of the Corporation, City of Sherman shall also provide indemnity to said Directors and Officers. However, City of Sherman's indemnification shall only apply after Corporation's ability to indemnify has been exhausted. Nothing in this section creates personal liability on the part of Officers and Directors to any extent not otherwise provided by statute or case law.

Furthermore, the Corporation agrees to indemnify and hold harmless and defend the City of Sherman, its officers, agents, and its employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs arising out of or resulting from Corporation's activities and from any liability arising out of or resulting from the intentional acts or negligence or intentional acts or omissions of Corporation, including but not limited to its officers, agents, employees, licensees, invitees, and other persons.

Corporation further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, licensees, invitees, and other persons, as well as their property, while in the vicinity where activities are being performed. It is expressly understood and agreed that City of Sherman shall not be liable or responsible for the negligence of Corporation including but not limited to its officers, agents, employees, licensees, invitees, and other persons.

It is further agreed with respect to the above indemnity, that city of Sherman and Corporation will provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect Corporation or City of Sherman, and City of Sherman shall have the right to compromise and defend the same to the extent of its own interests. It is further agreed this indemnity clause shall be an additional remedy to City of Sherman and not an exclusive remedy.

SECTION XIV

MISCELLANEOUS

14.01 Relation to Articles of Incorporation

These Bylaws are subject to, and governed by, the Articles of Incorporation and applicable State statutes under which the Corporation is organized.

RESOLUTION NO. SEDCO-2024.04

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION, A TEXAS NON-PROFIT CORPORATION, APPROVING AMENDED BYLAWS OF THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Sherman Economic Development Corporation (hereinafter referred to as "SEDCO") is a Type A economic development corporation, and Texas non-profit corporation, operating pursuant to Chapter 504 of the Texas Local Government Code, as amended; and

WHEREAS, SEDCO Board of Directors desire to amend the SEDCO Bylaws with these Amended Bylaws, a copy of which is attached hereto as ***Exhibit A,*** (hereinafter referred to as the "Amended Bylaws") to provide for a seven (7) member board serving three (3) year terms, and provide that all board members must reside within the city limits of Sherman or the extraterritorial jurisdiction ("ETJ") of the City of Sherman during the term of appointment to the Board; and

WHEREAS, the SEDCO Board of Directors hereby approve the Amended Bylaws, a copy of which is attached hereto as ***Exhibit A.***

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION, THAT:

PART 1. The SEDCO Board of Directors approve the Amended Bylaws, a copy of which is attached hereto as ***Exhibit A.***

PART 2. The Amended Bylaws shall be submitted to the Sherman City Council for final approval, and shall not be effective until the Texas Secretary of State approves an Amendment to the Articles of Incorporation increasing the SEDCO Board of Directors from a five (5) member board to a seven (7) member board.

ADOPTED this the 13th day of February, 2024.

ATTEST:

Janie Bates, Chair

Jason Brumm, Secretary

APPROVED AS TO FORM:

Jeff Moore, Attorney for SEDCO

Exhibit A

[Amended Bylaws]

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.11.

Meeting Date: 2/19/2024

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7267***

Approving and Adopting an Amendment to the Articles of Incorporation of the Sherman Economic Development Corporation, a Type A Economic Development Corporation, Operation Pursuant to Chapter 504 of the Texas Local Government Code; Providing for an Immediate Effective date

Issue:

Approving and Adopting an amendment to the Articles of Incorporation of the Sherman Economic Development Corporation, a Type A Economic Development Corporation, Operation Pursuant to Chapter 504 of the Texas Local Government Code; Providing for an Immediate Effective date

Background:

In a recent Executive Session, the Council directed City staff to work with SEDCO on amending the SEDCO Articles of Incorporation in the following ways: 1) to allow for three, three-year terms, instead of the current two, three-year terms, 2) to institute a residency requirement that all SEDCO Board members must reside within the Sherman City Limits or the City's Extraterritorial Jurisdiction (ETJ) during their tenure, and 3) to add two additional Board member positions to the Board. City staff worked with the SEDCO President and the SEDCO Board to institute these changes in the Bylaws and the related Articles of Incorporation. This Resolution relates to amending the Articles of Incorporation, and there is another Resolution on this Council Meeting agenda to make these changes to the SEDCO Bylaws to accomplish these changes as well.

Origination:

Sherman Economic Development
Sherman City Manager's Office

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

1. Resolution No. 7267
2. Exhibit A - Amendment to Articles of Incorporation

RESOLUTION NO. 7267

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AND ADOPTING AN AMENDMENT TO THE ARTICLES OF INCORPORATION OF THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION, A TYPE A ECONOMIC DEVELOPMENT CORPORATION, OPERATING PURSUANT TO CHAPTER 504 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Sherman Economic Development Corporation (hereinafter referred to as the "SEDCO") is Type A economic development corporation, operating pursuant to the provisions of Chapters 504 of the Texas Local Government Code, as amended; and

WHEREAS, on April 10, 1996, the SEDCO filed its original Articles of Incorporation with the Texas Secretary of State's office; and

WHEREAS, Section 501.301(a) of the Texas Local Government Code provides that the "board of directors of a corporation at any time may file with the governing body of the corporation's authorizing unit a written application requesting that the authorizing unit approve an amendment to the certificate of formation;" and

WHEREAS, on Tuesday, January 16, 2024, the Board of Directors of the SEDCO approved an agenda item requesting the City Council of the City of Sherman, Texas, approve a proposed amendment to the articles of incorporation; and

WHEREAS, by the adoption of this Resolution, the City Council of the City of Sherman, Texas, finds and determines that it is advisable that the proposed amendments to the SEDCO's Articles of Incorporation be made, authorizes the same to be made, and approves the form of the proposed amendments as set forth in the Amendment to Articles of Incorporation, a copy of which is attached hereto as ***Exhibit A***, and in accordance with section 501.301(b)(1)-(3) of the Texas Local Government Code.

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

Section 1. Incorporation of Premises. That the foregoing recitals are hereby found to be true and correct legislative findings of the City Council of the City of Sherman, Texas, and are fully incorporated into the body of this Resolution.

Section 2. Approval of Amendment to Articles of Incorporation. That the City Council of the City of Sherman, Texas, finds and determines that the Amendment to the Articles of Incorporation of the Sherman Economic Development Corporation, a copy of which is attached hereto as ***Exhibit A,*** is hereby approved and adopted by a majority vote of the City Council of the City of Sherman, Texas.

Section 3. Authorize the Filing of Amendment to Articles of Incorporation. That the City Council of the City of Sherman, Texas, authorizes the filing with the Texas Secretary of State's office the Amendment to the Articles of Incorporation of the Sherman Economic Development Corporation, a copy of which is attached hereto as ***Exhibit A*** (hereinafter referred to as the "Amendment"). Further, the City Council of the City of Sherman, Texas, authorizes City staff and SEDCO staff to take any and all actions necessary to cause said Articles of Incorporation to be amended.

Section 4. Making Certain Findings. That the City Council of the City of Sherman, Texas, in accordance with section 501.301(b)(1)-(3) of the Texas Local Government Code determines that it is advisable to adopt the Amendment; authorizes the adoption of the Amendment; and approves the form of the Amendment.

Section 5. Effective Date. This Resolution shall take effect from and after its adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 19th day of February 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Exhibit A

Amendment
to
Articles of Incorporation

AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
SHERMAN ECONOMIC DEVELOPMENT CORPORATION

The Sherman Economic Development Corporation (hereinafter referred to as the "SEDCO") is Type A economic development corporation, operating pursuant to the provisions of Chapters 504 of the Texas Local Government Code, as amended, adopts the following Amendment to its Articles of Incorporation:

WHEREAS, the SEDCO was incorporated as a Section 4A economic development corporation, now referred to as a Type A economic development corporation, operating pursuant to the provisions of Chapter 504 of the Texas Local Government Code, as amended; and

WHEREAS, on April 10, 1996, the SEDCO filed its original Articles of Incorporation with the Texas Secretary of State's office; and

WHEREAS, Section 504.051(a) of the Texas Local Government Code provides that SEDCO must have at least five (5) directors; and

WHEREAS, the City Council of the City of Sherman, Texas, finds and determines that the Article VI of the Articles of Incorporation of the SEDCO should be amended changing the number of directors from five (5) to seven (7) directors.

SECTION ONE
NAME

The name of the corporation is the "Sherman Economic Development Corporation."

SECTION TWO
AMENDMENT

(a) **Amendment.** That Article VI of the Articles of Incorporation of the Sherman Economic Development Corporation is hereby amended to read as follows:

"**ARTICLE VI**

The affairs of the Corporation shall be managed by a board of directors which shall be composed in its entirety of persons appointed by and serving at the pleasure of the governing body of the City. The number of directors constituting the Board of Directors is seven (7), and the names and addresses of the persons who are to serve as the directors are:

	Names:	Addresses:	Term:
1.	Janie Bates	210 Chisholm Trail Sherman, Texas 75090	10/1/2021 – 10/1/2024
2.	Scott Bandemir	3124 Preston Club Drive Sherman, Texas 75090	10/1/2020 – 10/1/2023
3.	Jason Brumm	2606 Riata Drive Sherman, Texas 75090	10/1/2021 – 10/1/2024
4.	Gail Utter	2610 Shenandoah Circle Sherman, Texas 75090	10/1/2020 -10/1/2023
5.	Dr. Al Hambrick	1920 Timberline Lane Sherman, Texas 75090	10/1/2021 – 10/1/2024
6.	Willie Steele	639 N. McKown Sherman, Texas 75090	10/1/2023 - 10/1/2026
7.	Robin Phillips	1126 S. Crockett Sherman, Texas 75090	10/1/2023 – 10/1/2026

SECTION THREE

The amendment was adopted in the following manner:

The amendments were approved at a meeting of the Board of Directors of the Sherman Economic Development Corporation on **Tuesday, January 9, 2024**, and received the vote of a majority of the City Council of the City of Sherman, Texas, at its meeting held on **Monday, February 19, 2024**. A resolution of the City Council of the City of Sherman, Texas, adopting this Amendment to the Articles of Incorporation is attached hereto.

SHERMAN ECONOMIC DEVELOPMENT CORPORATION
a Texas non-profit corporation

_____
Janie Bates, President

_____
Jason Brumm, Secretary

VERIFICATION

Before me, the undersigned authority, on this day personally appeared Janie Bates, President, who, after being duly sworn, stated under oath that she is President of the Sherman Economic Development Corporation, a Texas non-profit corporation, that she has read the above and foregoing Amendment to Articles of Incorporation, and that to the best of his knowledge the statements made therein are true and correct.

SUBSCRIBED AND SWORN TO on this the _____ day of _____ , 2024.

_____
NOTARY PUBLIC, State of Texas

Commission expires: _____

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 2/19/2024

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:
REQUEST TO ADVERTISE
Annual Water and Sewer Maintenance Supplies and Parts

Issue:
Approve advertising for bids that will provide the City with water and sewer supplies and parts for annual maintenance work

Background:
Annually, the City requests bids, or renews the contract if possible, for our supply of water and sewer supplies and parts used in the maintenance of the City's water system and sewer system. The staff is requesting to advertise for a new annual supply contract. The current contract expires in April 2024.

Origination:
Collection and Distribution Services

Financial Consideration:
Purchases are made with budgeted funds in the Utility Fund and are included in the approved fiscal year 2023-2024 budget. Cost for advertising for this contract is expected to be less than $200.00.

Staff Recommendation:
It is requested that the City Council authorize the staff to advertise the annual contract for bids.

Alternatives:
As may be directed by the City Council.

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 2/19/2024

Prepared By: Billy Hartsfield, Fire Chief

Approved By: Robby Hefton, City Manager

Caption:
REQUEST TO ADVERTISE
Dodge Ram Ambulance Chassis

Issue:
Obtaining City Council approval to advertise for the solicitation of public bids for the purchase of a new Dodge Ram chassis to be installed with an MICU box for use in Fire Services

Background:
The Sherman Fire Department is requesting a change in the manner in which we purchase ambulance chassis, for the purpose of keeping the ambulance fleet uniform. The Dodge Ram chassis, which comprises the bulk of the current ambulance fleet, is preferred by the Equipment Services and Sherman Fire Departments for price, dependability, and serviceability. Frazer, Ltd. no longer has the capacity to purchase Dodge Ram chassis from vendors such as Rush Trucks of Ohio. The burden now falls to the City and the Sherman Fire Department.

At the May 1, 2023 meeting, City Council approved Resolution 7072 for the purchase of a 2023 Frazer Type I 14' Module Ambulance from Rush Trucks of Ohio and Frazer LTD, through the Buyboard purchasing cooperative. Rush Trucks of Ohio has agreed to cancel the current purchase order, to make way for this request to advertise for a Dodge Ram chassis. After the City purchases the Dodge Ram chassis, it will be delivered to Frazer, Ltd. for installation of the MICU ambulance box.

Origination:
Fire Services

Financial Consideration:
The cost of advertising will be approximately $200.00.

Staff Recommendation:
Staff recommends that City Council approve this request to advertise.

Alternatives:
As may be directed by the City Council

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 2/19/2024

Prepared By: Shawn Hackworth, IT Manager

Approved By: Robby Hefton, City Manager

Caption:

**** PAYMENT AUTHORIZATION***

Authorizing Payment to Rubicon Global, LLC for Software as a Service Utilized by Solid Waste Department in the Amount of $56,450.25 for Year 2 of Service

Issue:

Year 2 of payment is due for Solid Waste software

Background:

Rubicon Global, LLC provides Software as a Service Utilized by Solid Waste Department. The Amount of $56,450.25 is for Year 2 of Service from Rubicon. This software is used for routing and management for Solid Waste's residential and commercial pickup.

Origination:

IT Department on behalf of Solid Waste

Financial Consideration:

Budgeted expense in FY24

Staff Recommendation:

Approve payment

Alternatives:

Attachments:

1. Rubicon - City of Sherman Year 2 Invoice

RUBICON

Sales – INVOICE

Rubicon Global, LLC
950 East Paces Ferry Road
Suite 1900
Atlanta, GA 30326

www.rubicon.com

Invoice No.: PSI-1330361
Invoice Date: February 7, 2024
Due Date: March 8, 2024
Payment Term: Net 30 days

CUSTOMER INFORMATION
City of Sherman, TX
405 N Rusk St
Sherman, TX 75090

Description	Quantity	Unit	Unit Price	Line Amount
RUBICONSmartCity Subscription - Year 2 Year Two: 2/6/2024-2/6/2025	1	Year	$56,450.25	$56,450.25
			Total USD	**$56,450.25**

Please remit payment electronically to:
Wells Fargo Bank
Account Name: Rubicon Global LLC Depository Account
Account Number: 4943880401
ACH ABA Routing Number: 121000248
Please email our Accounts Receivable Department at ar@rubicon.com with details of payment.

Or mail check to:
Rubicon Global, LLC
PO Box 936684
Atlanta, GA 31193-6684

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 2/19/2024

Prepared By: Nate Strauch, Community and Support Services Manage

Approved By: Robby Hefton, City Manager

Caption:
OTHER BUSINESS
Receive Update on Ongoing Projects in the City of Sherman

Issue:

Background:
City staff provides a drone update of ongoing public- and private-sector projects in the City. Those updates usually occur in February, June, and October.

Origination:

Financial Consideration:
None

Staff Recommendation:
NA

Alternatives:
NA

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 2/19/2024

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:
**** OTHER BUSINESS***
Repair and Rework of the Shepard #1 Woodbine Well under Emergency Designation

Issue:
To allow the repair and rework of the Shepard #1 Woodbine Well under Emergency Designation

Background:
The Shepard 1WB (Woodbine) groundwater well has suffered failure. The motor does not have a good circuit and also the bearing has failed and caused the pump to be damaged further. Some of the downhole pipes are also damaged.

The well was removed from service and inspected and tested with recommended course of action provided by Weisinger Incorporated on January 23, 2024.

The City of Sherman has used this well service company before and have found them to be competent and timely in their work.

Origination:
Water Production

Financial Consideration:
The City staff's estimated cost to repair the well is approximately $222,947.00. The City's Utility Fund will be utilized to fund the repairs.

Staff Recommendation:
It is recommended that the emergency repair to the Shepard #1 Woodbine Well under Emergency Designation be approved and that the City Manager be authorized to execute any required contract documents.

Alternatives:
As may be directed by the City Council

Attachments:
1. Proposal_City of Sherman Shepard WB_2024-01-23_Rev
2. UNSIGNED AGREEMENT-Shepard 1 WB
3. Map

WEISINGER INCORPORATED
PO Box 909 • Willis, TX 77378
936-756-7721 • 936-756-7723 fax
www.weisingerinc.com

January 23, 2024
Revised February 14, 2024

City of Sherman
243 La Cima Dr.
Sherman, TX 75090

Attn: Oscar Canales

Ref: Shepard Woodine Water Well

Mr. Canales:

As you requested, we have removed the pumping equipment from the well. Listed below are our findings and recommendations.

Inspections of the pumping equipment found that the motor megged bad and the thrust bearing had dropped approximately 3/16". This allowed the impellers to operate against the bottoms of their impeller seats resulting in damage to 3 of the 10 impellers and intermediate bowls. The bowl bearings and their respective pump shaft surfaces contain over tolerance wear. The existing 250MCM cable megged good dry but one leg megged bad during the water immersion testing. The springs on one check valves were found to be very weak resulting in them not closing properly. An infield inspection of the column pipe revealed that five joints are not in reusable condition. Please consider the following:

Scope of Services and Materials

Pumping Equipment	
- New 400 GPM submersible pump with sst collets, lift nipple: PGI R7LC-10 stage	*$16,981.00*
- Virtual witnessed factory bowl test	*$6,555.00*
- New 125 HP, 3/60/460 volt, 3600 RPM HE submersible motor: Hitachi	*$43,398.00*
- 860 ft of New Paige Hydroflex 250MCM 3C WG cable with splice kits	*$112,746.00*
- 105 ft of New 5"- T&C pump column with lugs and centralizers	*$4,358.00*
- 1 New 5" check valves	*$1,074.00*
- 850 ft of New 1/4" stainless steel airline complete with water level detector kit	*$4,271.00*
- Miscellaneous items to make well operational	*$1,176.00*
Labor to Install New Pumping Equipment	*$26,950.00*
- Shop Labor to assemble and prepare new equipment for shipment to the jobsite.	
- Trucking to haul new pumping equipment to well site	
- Rig & crew to install new pumping equipment	
- Technician to start up and test the pumping equipment	
- Bacteriological sampling	

Total of Services and Materials Outlined Above $217,509.00

Adder to Provide Performance, Payment, and Maintenance Bonds.....$5,438.00

Thank you for the opportunity to offer you our services as we await your response.

Sincerely,

Francisco Ochoa

AGREEMENT

THIS AGREEMENT is by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality (the "CITY"), and WEISINGER, INCORPORATED, a corporation (the "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to collectively as the "parties" or individually as a "party."

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

Article 1. **WORK**

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

Shepard 1 Woodbine Emergency Repair – Emergency Designation

Article 2. **ENGINEER**

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

Article 3. **CONTRACT TIME**

3.1 The Work will be substantially completed and ready for final payment within 90 calendar days from the date when the Contract Time commences to run, as provided in the Special Conditions.

3.2 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the Special Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by CITY if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that CONTRACTOR shall pay CITY $ 100.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by CITY as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein

Article 4. **CONTRACT PRICE**

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

At the unit prices shown on the Quote included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with the Special Conditions. Applications for Payment will be processed by ENGINEER, as provided in the Special Conditions.

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

The CITY shall retain 5% of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. When the Work is substantially complete, the retained amount may be reduced to 2%, at the CITY'S discretion.

Article 6. **INTEREST**

If the contract amount of this contract is less than $5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds $5,000,000, no interest will be paid unless required by law.

Article 7. **CONTRACTOR'S REPRESENTATIONS**

In order to induce CITY to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions and drawings of physical conditions, if any, which are contained or identified in the Contract Documents, and accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to, or to supplement, those referred to above, which pertain to the subsurface or physical conditions at or contiguous to the site, or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are, or will be, required by CONTRACTOR for

such purposes.

7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of all Underground Facilities, whether indicated in the Contract Documents, or not. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are, or will be, required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7.7 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Conditions.

7.8 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

The "Contract Documents," which comprise the entire agreement between CITY and CONTRACTOR concerning the Work, consist of the following:

8.1 This Agreement
8.2 Certifications Required by Texas Law
8.3 Suspension and Debarment Certification
8.4 Agenda Item
8.5 Request for Quotation
8.6 Quotation
8.7 Form 1295, Certificate of Interested Parties
8.8 Certificate of Insurance
8.9 Performance Bond and POA
8.10 Payment Bond and POA
8.11 Notice to Proceed
8.12 Maintenance Bond and POA
8.13 Closeout Documents
8.14 Davis-Bacon Wage Determinations
8.15 Special Conditions
8.16 General Conditions of Agreement
Technical Specification prepared or issued by City of Sherman __/___/____

8.17 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by CITY ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the Sherman City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the City Council's authorization for the City Manager to execute said Change Order. CONTRACTOR agrees that CITY'S project managers are authorized to issue Contingency Allowance Authorization but CITY'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

There are no contract Documents other than those listed above in this Agreement. The Contract Documents may only be amended, modified or supplemented, as outlined in this Contract.

Article 9. **INDEMNITY**

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

FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

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

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

Article 10. **LIABILITY**

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

Article 11. **TERMINATION**

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

CITY is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then CITY shall have the right to terminate this Agreement. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY.

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

Article 12. **MISCELLANEOUS**

12.1 Terms used in the Agreement will have the meanings indicated in the Special Conditions.

12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.

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

12.5 The parties acknowledge and agree that, in executing and performing this Agreement, CITY has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

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

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

12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

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

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

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

12.13 CITY and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to CITY, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or by ENGINEER on their behalf. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement (the "Effective Date").

CITY: CITY OF SHERMAN, TEXAS	CONTRACTOR: WEISINGER, INCORPORATED
_____	_____
By: _____	By: _____
Date: _____	Date: _____
	(Corporate Seal)
Attest: _____	Attest: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____

Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 2/19/2024

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:
**** OTHER BUSINESS***
Repair and Rework of the Old Settlers #1 Trinity Well under Emergency Designation

Issue:
To allow the repair and rework of the Old Settlers #1 Trinity Well under Emergency Designation

Background:
This groundwater well quit working and was pulled for inspection. It was found to have a short circuit. It was also noted to be out of tolerance because the thrust bearing was worn out. The pump shaft had broken and had caused considerable damage. Upon pulling the well, the pipe was found to have thread damage and pitting on the column pipe.

The well service company performing the inspection recommends replacing the pipe, motor, and appurtenances.

We have worked with the service company Weisinger Incorporated before and have found them to be timely and competitive.

Origination:
Water Production

Financial Consideration:
The City staff's estimated cost to repair the well is approximately $276,584.00. The City's Utility Fund will be utilized to fund the repairs.

Staff Recommendation:
It is recommended that the emergency repair to the Old Settlers #1 Trinity Well under Emergency Designation be approved and that the City Manager be authorized to execute any required contract documents.

Alternatives:
As may be directed by the City Council

Attachments:
1. Proposal_City of Sherman Old Settlers 1T_2024-01-30_Rev
2. UNSIGNED AGREEMENT-old settlers 1 T
3. Map

WEISINGER INCORPORATED
PO Box 909 • Willis, TX 77378
936-756-7721 • 936-756-7723 fax
www.weisingerinc.com

January 30, 2024
Revised February 14, 2024

City of Sherman
243 La Cima Dr.
Sherman, TX 75090

Attn: Oscar Canales

Ref: Old Settlers 1T

Mr. Canales:

As you requested, we have removed the pumping equipment and have completed a TV Survey of the well. Listed below are our findings and recommendations.

Inspections of the pumping equipment found that the motor megs to ground and the thrust bearing has dropped approximately 1/16". Inspections of the existing pump found that the pump shaft was broken and all of the intermediate bowls are either whipped out or washed out. One intermediate bowl has a hole in it. The existing 4/0 cable megged good dry but the spool is to large to perform the water immersion testing. All 1050' of the 5"-8RD column pipes contain damaged threads, dents and/or rust pitting, some had to be cut during removal. The springs on both check valves were found to be very weak resulting in them not closing properly.

A TV Survey was performed on 01/12/2024 to investigate the conditions of the well after removing the pumping equipment. The static water level was 712' and the total depth viewed was 2120'. The screens appear to be mostly open. There were no structural issues noted at this time. Based on the review of the TV survey, we are recommending no downhole rehabilitation efforts and proceed with setting the permanent pumping equipment back in the well. Please consider the following:

Scope of Services and Materials

Pumping Equipment	
- New 400 GPM submersible pump with sst collets, lift nipple: PGI R7HC	$16,980.00
- Virtual witnessed factory bowl test	$6,555.00
- New 125 HP, 3/60/460 volt, 3600 RPM HE submersible motor: Hitachi	$43,398.00
- 1080 ft of New Paige 4/0 3C WG 90 degree cable with splice kits	$122,213.00
- 1050 ft of New 5"- T&C pump column with lugs and centralizers	$43,680.00
- 2 New 5" check valves	$2,148.00
- 1060 ft of New 1/4" stainless steel airline complete with water level detector kit	$5,327.00
- Miscellaneous items to make well operational	$1,307.00
Labor to Install New Pumping Equipment	$28,230.00
- Shop labor to assemble and prepare new equipment for shipment	
- Haul pumping equipment to the well site	
- Service rig and crew to install pumping equipment in the well	
- Service Technician to start-up, test the well, and collect (1) bacteriological sample	

Total of Services and Materials Outlined Above $269,838.00

Adder to Provide Performance, Payment, and Maintenance Bonds.....$6,746.00

Thank you for the opportunity to offer you our services as we await your response.

Sincerely,

Francisco Ochoa

AGREEMENT

THIS AGREEMENT is by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality (the "CITY"), and WEISINGER, INCORPORATED, a corporation (the "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to collectively as the "parties" or individually as a "party."

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

Article 1. **WORK**

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

Old Settlers 1 Trinity Emergency Repair – Emergency Designation

Article 2. **ENGINEER**

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

Article 3. **CONTRACT TIME**

3.1 The Work will be substantially completed and ready for final payment within 90 calendar days from the date when the Contract Time commences to run, as provided in the Special Conditions.

3.2 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the Special Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by CITY if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that CONTRACTOR shall pay CITY $ 100.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by CITY as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein

Article 4. **CONTRACT PRICE**

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

At the unit prices shown on the Quote included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with the Special Conditions. Applications for Payment will be processed by ENGINEER, as provided in the Special Conditions.

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

The CITY shall retain 5% of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. When the Work is substantially complete, the retained amount may be reduced to 2%, at the CITY'S discretion.

Article 6. **INTEREST**

If the contract amount of this contract is less than $5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds $5,000,000, no interest will be paid unless required by law.

Article 7. **CONTRACTOR'S REPRESENTATIONS**

In order to induce CITY to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions and drawings of physical conditions, if any, which are contained or identified in the Contract Documents, and accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to, or to supplement, those referred to above, which pertain to the subsurface or physical conditions at or contiguous to the site, or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are, or will be, required by CONTRACTOR for

such purposes.

7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of all Underground Facilities, whether indicated in the Contract Documents, or not. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are, or will be, required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7.7 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Conditions.

7.8 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

The "Contract Documents," which comprise the entire agreement between CITY and CONTRACTOR concerning the Work, consist of the following:

8.1 This Agreement
8.2 Certifications Required by Texas Law
8.3 Suspension and Debarment Certification
8.4 Agenda Item
8.5 Request for Quotation
8.6 Quotation
8.7 Form 1295, Certificate of Interested Parties
8.8 Certificate of Insurance
8.9 Performance Bond and POA
8.10 Payment Bond and POA
8.11 Notice to Proceed
8.12 Maintenance Bond and POA
8.13 Closeout Documents
8.14 Davis-Bacon Wage Determinations
8.15 Special Conditions
8.16 General Conditions of Agreement
Technical Specification prepared or issued by City of Sherman __/___/____

8.17 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by CITY ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the Sherman City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the City Council's authorization for the City Manager to execute said Change Order. CONTRACTOR agrees that CITY'S project managers are authorized to issue Contingency Allowance Authorization but CITY'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

There are no contract Documents other than those listed above in this Agreement. The Contract Documents may only be amended, modified or supplemented, as outlined in this Contract.

Article 9. **INDEMNITY**

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

FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

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

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

Article 10. **LIABILITY**

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

Article 11. **TERMINATION**

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

CITY is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then CITY shall have the right to terminate this Agreement. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY.

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

Article 12. **MISCELLANEOUS**

12.1 Terms used in the Agreement will have the meanings indicated in the Special Conditions.

12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.

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

12.5 The parties acknowledge and agree that, in executing and performing this Agreement, CITY has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

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

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

12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

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

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

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

12.13 CITY and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to CITY, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or by ENGINEER on their behalf. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement (the "Effective Date").

CITY: CITY OF SHERMAN, TEXAS	CONTRACTOR: WEISINGER, INCORPORATED
_____	_____
By: _____	By: _____
Date: _____	Date: _____
	(Corporate Seal)
Attest: _____	Attest: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____

Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 2/19/2024

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:
**** OTHER BUSINESS***
Repair and Rework of the Dorchester #10 Trinity Well under Emergency Designation

Issue:
To allow the repair and rework of the Dorchester #10 Trinity Well under Emergency Designation

Background:
An inspection was conducted by Weisinger Incorporated well service company who delivered results and recommends working over the drilled well. The pumping equipment is recommended to be replaced with new power cable, 450-feet of new production pipe, and a new high temperature pump.

The city has worked extensively with Weisinger Incorporated and have found them competent to do this type of work.

Origination:
Water Production

Financial Consideration:
The City staff's estimated cost to repair the well is approximately $479,813.00. The City's Utility Fund will be utilized to fund the repairs.

Staff Recommendation:
It is recommended that the emergency repair to the Dorchester #10 Trinity Well under Emergency Designation be approved and that the City Manager be authorized to execute any required contract documents.

Alternatives:
As may be directed by the City Council

Attachments:
1. Proposal_City of Sherman Dorchester 10T_2024-01-19_Rev
2. UNSIGNED AGREEMENT-dorchester 10 T
3. Map

WEISINGER INCORPORATED
PO Box 909 • Willis, TX 77378
936-756-7721 • 936-756-7723 fax
www.weisingerinc.com

January 19, 2024
Revised February 14, 2024

City of Sherman
243 La Cima Dr.
Sherman, TX 75090

Attn: Oscar Canales

Ref: Dorchester Well 10T – Revised

Mr. Canales:

As you requested, we have removed the pumping equipment and have completed a TV Survey of the well. Listed below are our findings and recommendations.

Inspections of the pumping equipment found that although the motor megged good the thrust bearing had dropped approximately 1/16". This allowed the impellers to operate against the bottoms of their impeller seats resulting in damage to both the impellers and the intermediate bowls. The damage to the impellers allowed the shaft to become unstable thus the intermediate bowl bearings became whipped out. The existing 500MCM cable megged good dry but the spool is too large to perform the water immersion testing. 448' of the 5"-8RD column pipes contain damaged threads, dents and/or rust pitting. The springs on both check valves were found to be very weak resulting in them not closing properly.

A TV Survey was performed on 01/12/2024 to investigate the conditions of the well after removing the pumping equipment. The static water level was 884’ and the total depth viewed was 1309’ which we believe is where the top of the 10” lap pipe is covered by debris that the camera could not penetrate. This debris will need to be cleared before permanent pumping equipment is installed and operated. Our recommendation at this is to clear material blocking the top of the lap by jetting and/or pushing through the obstruction and resurveying the well. Upon completion of the second survey, further recommendation may be made. Please consider the following:

Scope of Services and Materials

Well Rehabilitation	$49,750.00
- Install work pipe and airline and attempt to clear material blocking the top of the lap by jetting and/or pushing through the obstruction.	
- Lower the work pipe to the bottom of the well and jet any accumulated debris from the bottom of the well.	
- Re-televise the well after clearing the top of the lap and make a report of findings	
Pumping Equipment	
- New 440 GPM submersible pump with sst collets: R9LC-6 stage PGI Pump	$16,750.00
- Virtual witnessed factory bowl test	$6,555.00
- New 200 HP, 3/60/460-volt, 3600 RPM submersible motor: Hitachi High Temp	$82,220.00
- 1260 ft of New Paige Hydroflex 500MCM 3C WG cable with splice kits	$241,811.00
- 448 ft of New 5"-8RD. T&C pump column	$26,525.00
- 2 New 5"-8RD. check valves	$6,166.00
- 1250 ft of New 1/4" stainless steel airline complete with water level detector kit	$6,321.00
- Miscellaneous items to make well operational	$1,586.00

Labor to Install New Pumping Equipment	$30,426.00

- Shop labor to assemble and prepare new equipment for shipment
- Haul pumping equipment to the well site
- Service rig and crew to install pumping equipment in the well
- Service Technician to start-up, test the well, and collect (3) bacteriological samples

Total of Services and Materials Outlined Above $468,110.00

Adder to Provide Performance, Payment, and Maintenance Bonds.....$11,703.00

Note: Leadtime on equipment is 3-4 weeks.

Thank you for the opportunity to offer you our services as we await your response.

Sincerely,

Francisco Ochoa
Weisinger Incorporated

Figure 1: TV survey screenshot of obstruction near the top of the liner.

Figure 2: TV survey screenshot of obstruction near the top of the liner.

AGREEMENT

THIS AGREEMENT is by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality (the "CITY"), and WEISINGER, INCORPORATED, a corporation (the "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to collectively as the "parties" or individually as a "party."

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

Article 1. **WORK**

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

Dorchester 10 Trinity Emergency Repair – Emergency Designation

Article 2. **ENGINEER**

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

Article 3. **CONTRACT TIME**

3.1 The Work will be substantially completed and ready for final payment within 90 calendar days from the date when the Contract Time commences to run, as provided in the Special Conditions.

3.2 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the Special Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by CITY if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that CONTRACTOR shall pay CITY $ 100.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by CITY as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein

Article 4. **CONTRACT PRICE**

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

At the unit prices shown on the Quote included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with the Special Conditions. Applications for Payment will be processed by ENGINEER, as provided in the Special Conditions.

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

The CITY shall retain 5% of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. When the Work is substantially complete, the retained amount may be reduced to 2%, at the CITY'S discretion.

Article 6. **INTEREST**

If the contract amount of this contract is less than $5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds $5,000,000, no interest will be paid unless required by law.

Article 7. **CONTRACTOR'S REPRESENTATIONS**

In order to induce CITY to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions and drawings of physical conditions, if any, which are contained or identified in the Contract Documents, and accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to, or to supplement, those referred to above, which pertain to the subsurface or physical conditions at or contiguous to the site, or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are, or will be, required by CONTRACTOR for

such purposes.

7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of all Underground Facilities, whether indicated in the Contract Documents, or not. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are, or will be, required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7.7 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Conditions.

7.8 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

The "Contract Documents," which comprise the entire agreement between CITY and CONTRACTOR concerning the Work, consist of the following:

8.1 This Agreement
8.2 Certifications Required by Texas Law
8.3 Suspension and Debarment Certification
8.4 Agenda Item
8.5 Request for Quotation
8.6 Quotation
8.7 Form 1295, Certificate of Interested Parties
8.8 Certificate of Insurance
8.9 Performance Bond and POA
8.10 Payment Bond and POA
8.11 Notice to Proceed
8.12 Maintenance Bond and POA
8.13 Closeout Documents
8.14 Davis-Bacon Wage Determinations
8.15 Special Conditions
8.16 General Conditions of Agreement
Technical Specification prepared or issued by City of Sherman __/___/____

8.17 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by CITY ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the Sherman City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the City Council's authorization for the City Manager to execute said Change Order. CONTRACTOR agrees that CITY'S project managers are authorized to issue Contingency Allowance Authorization but CITY'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

There are no contract Documents other than those listed above in this Agreement. The Contract Documents may only be amended, modified or supplemented, as outlined in this Contract.

Article 9. **INDEMNITY**

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

FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

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

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

Article 10. **LIABILITY**

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

Article 11. **TERMINATION**

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

CITY is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then CITY shall have the right to terminate this Agreement. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY.

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

Article 12. **MISCELLANEOUS**

12.1 Terms used in the Agreement will have the meanings indicated in the Special Conditions.

12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.

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

12.5 The parties acknowledge and agree that, in executing and performing this Agreement, CITY has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

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

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

12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

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

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

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

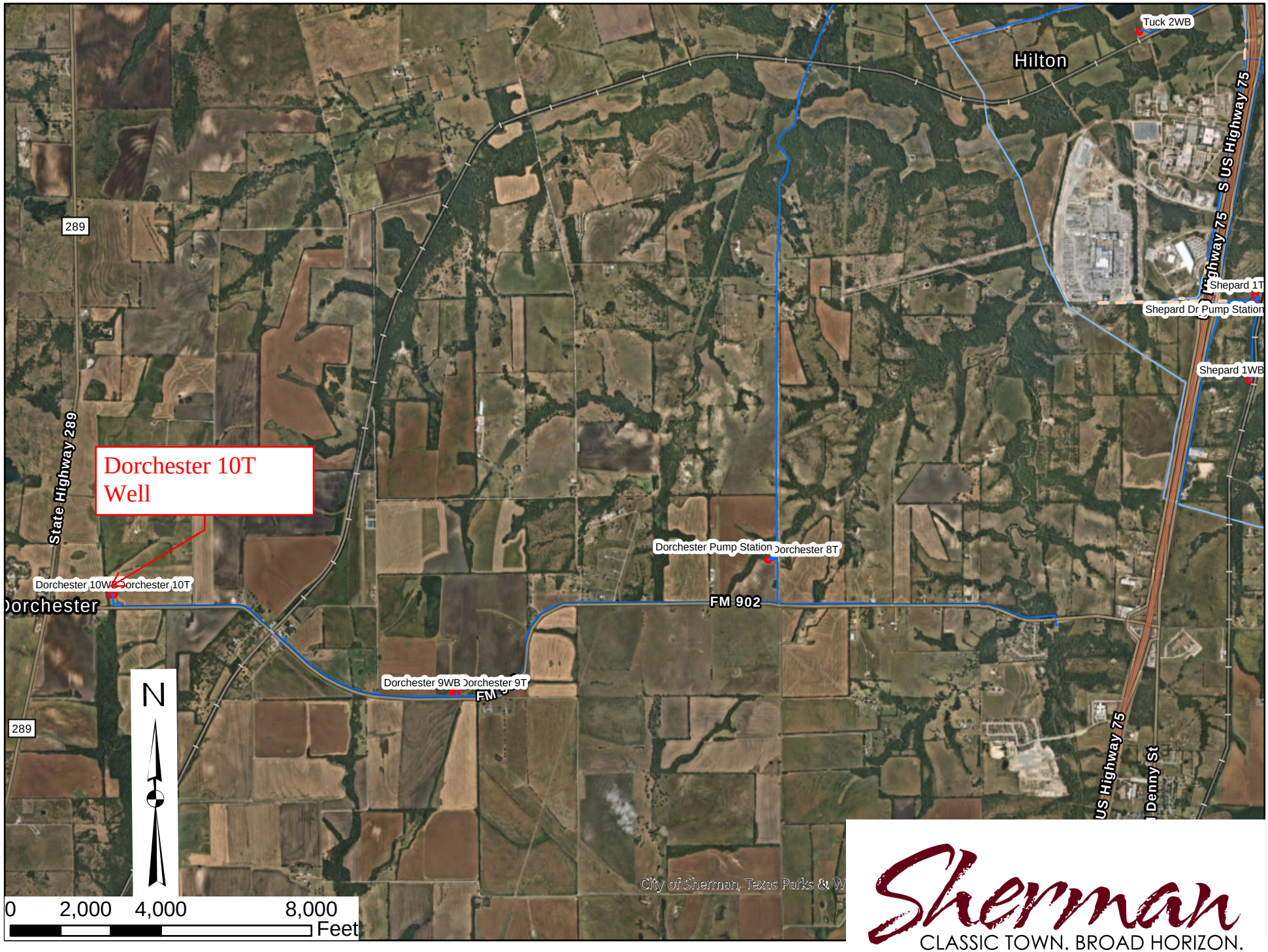
12.13 CITY and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to CITY, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or by ENGINEER on their behalf. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement (the "Effective Date").

CITY: CITY OF SHERMAN, TEXAS	CONTRACTOR: WEISINGER, INCORPORATED
_____	_____
By: _____	By: _____
Date: _____	Date: _____
	(Corporate Seal)
Attest: _____	Attest: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____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Shepard 1T
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Shepard 1WB
State Highway 289
Dorchester 10T
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City of Sherman, Texas Parks &
US Highway 75
Denny St
Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 2/19/2024

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:
**** OTHER BUSINESS***
Repair and Rework of the Dorchester #8 Trinity Well under Emergency Designation

Issue:
To allow the repair and rework of the Dorchester #8 Trinity Well under Emergency Designation

Background:
The Dorchester 8T water well and pumping system was pulled and evaluated because it's deteriorating performance. It was discovered through video surveillance that the well was making excessive amounts of sand, which was detrimental to the pumping equipment physically inspected.

Recommended repairs included repair / replacement of pumping equipment and repairs to the existing screen line of the drilled wellshaft.

The City has extensive experience with Weisinger Incorporated and find them capable of doing this work.

Origination:
Water Production

Financial Consideration:
The City staff's estimated cost to repair the well is approximately $400,669.00 for the pumping equipment repair and $347,439.00 for the liner repair. The City's Utility Fund will be utilized to fund the repairs.

Staff Recommendation:
It is recommended that the emergency repair to the Dorchester #8 Trinity Well under Emergency Designation be approved and that the City Manager be authorized to execute any required contract documents.

Alternatives:
As may be directed by the City Council

Attachments:
1. Proposal_Pump Costs_Sherman Dorchester 8T_2024-01-19_Rev
2. Proposal_Reline_Sherman Dorchester 8T_2024-01-11_Rev
3. UNSIGNED AGREEMENT-dorchester 8 T
4. Map

WEISINGER INCORPORATED
PO Box 909 ● Willis, TX 77378
936-756-7721 ● 281-353-8484 ● 936-756-7723 fax
www.weisingerinc.com

January 19, 2024
Revised February 14, 2024

City of Sherman
243 La Cima Dr.
Sherman, TX 75090

Attn: Oscar Canales

Ref: Dorchester Well 8T

Mr. Canales:

As you requested, we are providing pricing for necessary new pumping equipment and installation. Please consider the following.

Scope of Materials and Services

Pumping Equipment

- W10LC-6 stg submersible bowl assembly	$15,976.00
- Virtual witnessed factory bowl test	$6,555.00
- New 200 HP, 3/60/460 volt, 3600 RPM submersible motor	$82,220.00
- 1220 ft. new Hydroflex 500MCM 3c with ground and splice kits	$234,212.00
- 147 ft. new 5"-8RD. T&C pump column	$7,674.00
- 2 new 5"-8RD. check valves	$6,166.00
- 1210 ft. new 1/4" stainless steel airline	$6,081.00
- Miscellaneous items to make operational	$1,586.00
Total for Pumping Equipment Outlined	$360,470.00

Labor to Install New Pumping Equipment

- Shop Labor to assemble and prepare new equipment for shipment to the jobsite.
- Trucking to haul new pumping equipment to well site
- Rig & crew to install new pumping equipment
- Technician to start up and test the pumping equipment
- Bacteriological sampling

Estimated Total for Labor to Install New Pumping Equipment.....$30,426.00

Estimated Total for Scope of Materials and Labor.....$390,896.00

Adder to Provide Performance, Payment, and Maintenance Bonds.....$9,773.00

We thank you for the opportunity to offer you our services as we wait for your response.

Sincerely,

Randy Hagen

WEISINGER INCORPORATED
PO Box 909 • Willis, TX 77378
936-756-7721 • 281-353-8484 • 936-756-7723 fax
www.weisingerinc.com

January 11, 2024
Revised February 14, 2024

City of Sherman
243 La Cima Dr.
Sherman, TX 75090

Attn: Oscar Canales

Ref: Dorchester Well 8T Repair Liner

Mr. Canales:

Based on the steady decline in the the flow rate in the referenced water well and on the findings of sand in the pumping equipment we have prepared this proposal to install a repair liner in the screen and blank liner section of the well as a permanent sand control solution. Please consider the following.

Scope of Work

- Furnish and install a new 5" O.D. repair liner inside of the existing 8" I.D. screen and liner section of the well.
- Fill the annulus beteen the new 5" repair liner and existing 8" screen and liner with filter gravel.
- Furnish test pumping equipment and test pump the well to determine the new pumping characteristics after installing the repair liner. Typically, installation of a repair liner will cause about 25% of additional drawdown. We expect the final design rate after the re-line will be between 300 – 400 GPM.

Total for Scope of Work outlined $338,964.00

Adder to Provide Performance, Payment, and Maintenance Bonds.....$8,475.00

We thank you for the opportunity to offer you our services as we await your response.

Sincerely,

Randy Hagen

AGREEMENT

THIS AGREEMENT is by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality (the "CITY"), and WEISINGER, INCORPORATED, a corporation (the "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to collectively as the "parties" or individually as a "party."

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

Article 1. **WORK**

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Dorchester 8 Trinity Emergency Repair – Emergency Designation

Article 2. **ENGINEER**

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

Article 3. **CONTRACT TIME**

3.1 The Work will be substantially completed and ready for final payment within 90 calendar days from the date when the Contract Time commences to run, as provided in the Special Conditions.

3.2 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the Special Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by CITY if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that CONTRACTOR shall pay CITY $ 100.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by CITY as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein

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CONTRACTOR shall submit Applications for Payment in accordance with the Special Conditions. Applications for Payment will be processed by ENGINEER, as provided in the Special Conditions.

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

The CITY shall retain 5% of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. When the Work is substantially complete, the retained amount may be reduced to 2%, at the CITY'S discretion.

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7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions and drawings of physical conditions, if any, which are contained or identified in the Contract Documents, and accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to, or to supplement, those referred to above, which pertain to the subsurface or physical conditions at or contiguous to the site, or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are, or will be, required by CONTRACTOR for

such purposes.

7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of all Underground Facilities, whether indicated in the Contract Documents, or not. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are, or will be, required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7.7 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Conditions.

7.8 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

The "Contract Documents," which comprise the entire agreement between CITY and CONTRACTOR concerning the Work, consist of the following:

8.1 This Agreement
8.2 Certifications Required by Texas Law
8.3 Suspension and Debarment Certification
8.4 Agenda Item
8.5 Request for Quotation
8.6 Quotation
8.7 Form 1295, Certificate of Interested Parties
8.8 Certificate of Insurance
8.9 Performance Bond and POA
8.10 Payment Bond and POA
8.11 Notice to Proceed
8.12 Maintenance Bond and POA
8.13 Closeout Documents
8.14 Davis-Bacon Wage Determinations
8.15 Special Conditions
8.16 General Conditions of Agreement
Technical Specification prepared or issued by City of Sherman __/___/____

8.17 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by CITY ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the Sherman City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the City Council's authorization for the City Manager to execute said Change Order. CONTRACTOR agrees that CITY'S project managers are authorized to issue Contingency Allowance Authorization but CITY'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

There are no contract Documents other than those listed above in this Agreement. The Contract Documents may only be amended, modified or supplemented, as outlined in this Contract.

Article 9. **INDEMNITY**

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

FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

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

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

Article 10. **LIABILITY**

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

Article 11. **TERMINATION**

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

CITY is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then CITY shall have the right to terminate this Agreement. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY.

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

Article 12. **MISCELLANEOUS**

12.1 Terms used in the Agreement will have the meanings indicated in the Special Conditions.

12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.

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

12.5 The parties acknowledge and agree that, in executing and performing this Agreement, CITY has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

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

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

12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

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

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

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

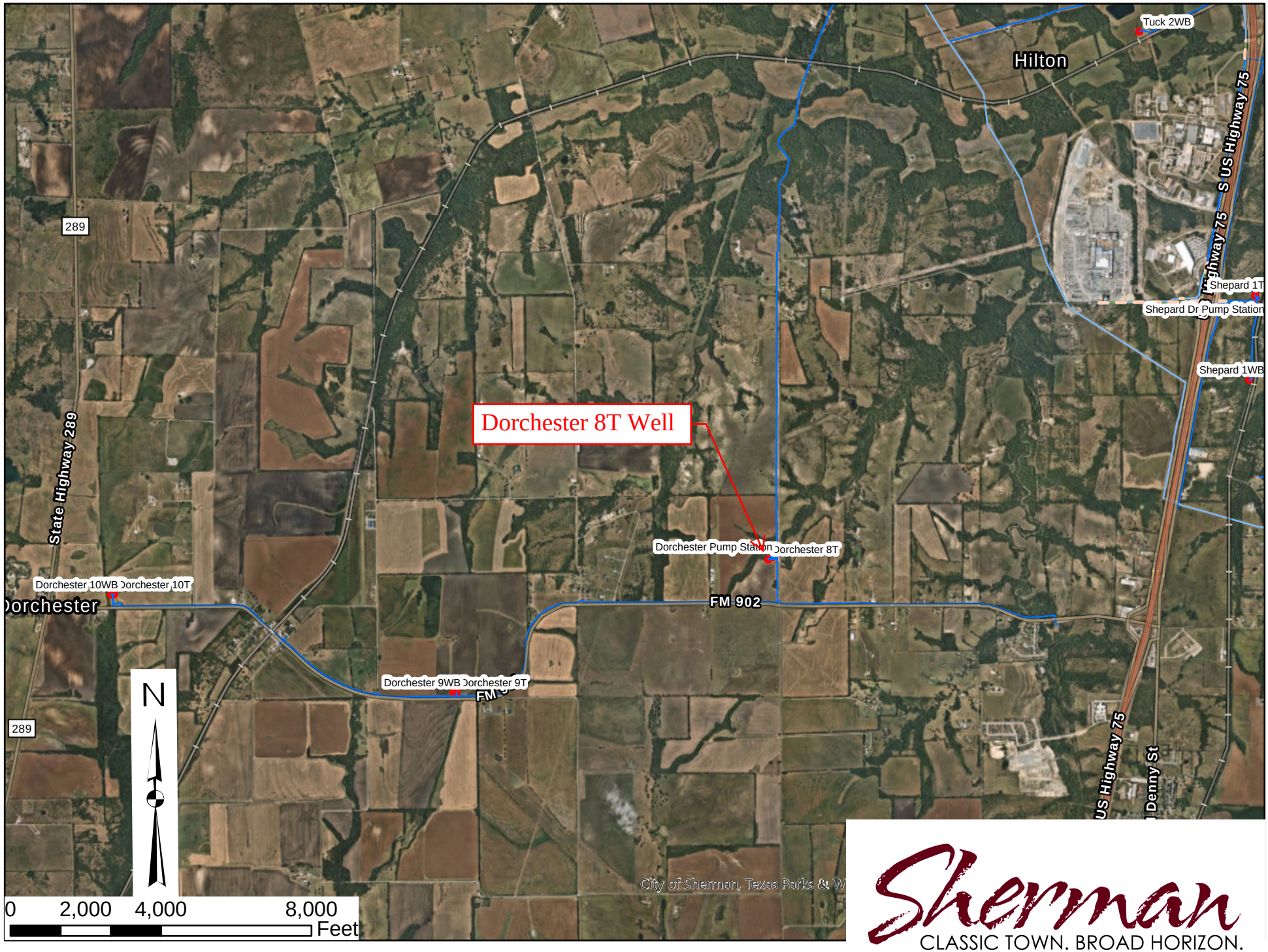
12.13 CITY and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to CITY, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or by ENGINEER on their behalf. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement (the "Effective Date").

CITY: CITY OF SHERMAN, TEXAS	CONTRACTOR: WEISINGER, INCORPORATED
_____	_____
By: _____	By: _____
Date: _____	Date: _____
	(Corporate Seal)
Attest: _____	Attest: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____


Dorchester 8T Well
Tuck 2WB
Hilton
S US Highway 75
289
Shepard 1T
Shepard Dr Pump Station
Shepard 1WB
State Highway 289
Dorchester Pump Station
Dorchester 8T
Dorchester 10WB
Dorchester 10T
Dorchester
FM 902
Dorchester 9WB
Dorchester 9T
FM 3
289
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2,000
4,000
8,000
Feet
City of Sherman, Texas Parks & W
US Highway 75
Denny St
Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 2/19/2024

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:
APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
Tax Increment Reinvestment Zone #7 Board (9)

Issue:
To Appoint Board Members for Tax Increment Reinvestment Zone #7

Background:
Tax Increment Reinvestment Zone #7 encompasses the Bel Air and Legacy Village developments. At the February 19, 2023, City Council meeting, the TIRZ #7 ordinance was amended to modify the board of directors to a 9-member board as required by state law. The Board will consist of 5 members of the City Council, the City Manager, one representative from Grayson County, the State Senator and the State Representative in whose district the zone is located. The terms are for two years. However, they are reviewed annually to ensure the five City board positions are still filled by City Council members.

The purpose of the Board of Directors is to make recommendations to the City Council concerning the administration of Tax Code Chapter 311 in the zone.

Origination:
City Manager

Financial Consideration:
There is no financial consideration.

Staff Recommendation:
Staff recommends the City Council appoint nine (9) Board members to be in compliance with state law.

Alternatives:
Since the appointment and composition of a 9-member board is required by law, there are no alternatives.

Attachments:
1. Tax Increment Reinvestment Zone #7 Roster
2. 2024-02-19 Tax Increment Reinvestment Zone Board #7 (ID 367839)

MEMBERSHIP ROSTER

TAX INCREMENT REINVESTMENT ZONE #7

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
David Plyler	4	A 12/5/2017	11/2018	1	Mayor
		R 11/20/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
		R 11/16/2021	11/2022	5	
		R 11/21/2022	11/2023	6	
		R 11/19/2023	11/2024	7	
Pam Howeth	3	A 12/5/2017	11/2018	1	Council Member
		R 11/20/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
		R 11/16/2021	11/2022	5	
		R 11/21/2022	11/2023	6	
		R 11/19/2023	11/2024	7	
Daron Holland	4	A 12/5/2017	11/2018	1	Council Member
		R 11/20/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
		R 11/16/2021	11/2022	5	
		R 11/21/2022	11/2023	6	
		R 11/19/2023	11/2024	7	
Robby Hefton	n/a				City Manager

NOTE:

CITY STAFF: Robby Hefton, City Manager
Revised 12/21/2023

FACT SHEET

TAX INCREMENT REINVESTTEMENT ZONE BOARD #7

Established by RESOLUTION 6301 – NOVEMBER 20, 2017

1. **Number of Members: NINE**
2. **Term of Appointment: REVIEW ANNUALLY**
3. **Consecutive Term Rule: N/A**
4. **Qualifications for Membership: FIVE CITY COUNCIL POSITIONS, CITY MANAGER, ONE REPRESENTATIVE FROM GRAYSON COUNTY, STATE SENATOR, STATE REPRESENTATIVE**
5. **Appointed by: MAYOR AND CITY COUNCIL**
6. **Board Organization TO MAKE RECOMMENDATIONS FOR THE ADMINISTRATION OF TAX CODE CHAPTER 311 IN SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER SEVEN**
7. **Departmental Responsibility: CITY MANAGER**
8. **Meeting Date: CALLED AS NECESSARY**
9. **Attendance Requirements: N/A**

==========

PURPOSE:
The Board shall make recommendations to the City Council concerning the administration of Tax Code Chapter 311.

2024
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						
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25	26	27	28	29		

March						
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31						

April						
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28	29	30				

May						
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19	20	21	22	23	24	25
26	27	28	29	30	31	

June						
Su	Mo	Tu	We	Th	Fr	Sa
						1
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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
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28	29	30	31			

August						
Su	Mo	Tu	We	Th	Fr	Sa
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25	26	27	28	29	30	31

September						
Su	Mo	Tu	We	Th	Fr	Sa
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29	30					

October						
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27	28	29	30	31		

November						
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24	25	26	27	28	29	30

December						
Su	Mo	Tu	We	Th	Fr	Sa
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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	
4/19/2024	Budget Planning Meeting
5/23/2024	CIP Work Session
~~6/21/2024~~	Budget Workshop Day 1
~~6/22/2024~~	Budget Workshop Day 2