

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MARCH 18, 2024
5:00 PM**

- A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER PAMELA L. HOWETH**
- A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 4, 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

Recognizing Firefighters for Life-saving Actions on 12/25/2023.

Proclamations

E.1. PROCLAMATIONS

"Red Cross Month" - March 2024

Public Hearing

F.1. PUBLIC HEARING

Request for a Variance to Allow Alcoholic Beverage Sales within 300 Feet of a School (Fairview Elementary); Mark Schuster, Owner, Sherman F&B, LLC, on premises located at Fairview Park, 1121 W. Taylor Street, pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code

F.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6704

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.224 acres being a part of the J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas, Located At 533 East Brockett Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-4 (Single Family Residential) District Zoning Classification, Deloris Rockins (Owner), Luveter Peters (Representative) 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.3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6705

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6553 And Granting A Specific Use Permit To Allow A Commercial Amusement Centers, Indoor Only and Office/Storage In A C-2 (General Commercial) District, Located At 3400 Texoma Parkway, Consisting Of 3.61 acres being a part of the Hillard Jennings Survey, Abstract No. 639, being a part of Lots 10, 12, 13 and 14 and all of Lot 11 in Block 1 of Redick Addition, City Of Sherman, Grayson County, Texas, Tony Alleman (Owner), Kent Hughlett (Representative) and Sartin & Associates, Inc. (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

F.4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6706

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 1.32 acres being Lots 1-8, Block 31, Replat of Southside Addition, City Of Sherman, Grayson County, Texas, Located In The 200 Block West Park Avenue, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-TH (Townhome Residential) District Zoning Classification, Ram Tatineni (Owner), Joe Sherwin (Representative) 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.5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6707

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Being A Part Of The South One-Half of Lot 2, Block 2, G.W. Bond's Supplement No. 2, City Of Sherman, Grayson County, Texas, Located In The 700 Block North Branch Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-5 (Single Family Residential) District Zoning Classification, M & G Home Builders (Owner) and Rockstar Land Surveying, LLC (Surveyor) Providing For 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. 6708

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.172 acres being in the J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas, Located At 800 North Montgomery Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-5 (Single Family Residential) District Zoning Classification, M & G Home Builders (Owner) and Rockstar Land Surveying, LLC (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Close Public Hearing and Consider Adoption of Ordinances

G.1. CLOSING OF PUBLIC HEARING

Consider Adoption of Ordinance Numbers 6704, 6705, 6706, 6707, & 6708.

Resolutions

H.1. RESOLUTION NO. 7270

Renaming the Portion of Lamberth Road that Runs North and South to Friendship Road.

H.2. RESOLUTION NO. 7271

Authorizing Execution of a Professional Services Agreement with RCLCO, Inc. for a 2024 Sherman Housing Study

H.3. RESOLUTION NO. 7272

Authorizing the Purchase of Walking Trail, Benches and Solar Lights from Hunter Kneppshield of Texas, Inc for the Parks Maintenance Department Through BuyBoard

H.4. RESOLUTION NO. 7273

Authorizing Execution of Amendment No. 3 to the Professional Services Agreement with Kimley-Horn & Associates, Inc. for the Design of Shepherd Drive From US 75 to Flanary Road

Request to Advertise

I.1. * REQUEST TO ADVERTISE

Purchase and Installation of Trail Lighting, Pavilion Lighting and Additional Parking at Pecan Grove East Park

Other Business

J.1. OTHER BUSINESS

Consider Request for a Variance to Allow Alcoholic Beverage Sales within 300 Feet of a School (Fairview Elementary); Mark Schuster, Owner, Sherman F&B, LLC, on premises located at Fairview Park, 1121 W. Taylor Street, pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code

J.2. OTHER BUSINESS

Site Plan for an Elementary School, being 23.764 acres being in the Uriah Burns Survey, Abstract No. 121 and in the Heritage Ranch PD (Planned Development); Sherman Independent School District (Owner), Philip Varughese (Representative), VLK Architects (Architect) and Teague Nall & Perkins (Surveyor) (200 Block Plainview Road)

J.3. * OTHER BUSINESS

Repair and Rework of Gallagher Drive Sewer under Emergency Designation

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:

L.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.

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

L.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.

L.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.

L.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

L.5.

TEX. GOV'T CODE § 551.076

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

L.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.

L.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

COUNCIL CALENDAR

N.1.

COUNCIL CALENDAR

2024 Council Calendar

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Friday, March 15, 2024 at 5:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 15th day of March 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

David Plyler

Deputy Mayor

Shawn C. Teamann

Council Members

Henry Marroquin, Council-At-Large, PL #1
Juston Dobbs, Council-At-Large, PL #2
Shawn C. Teamann, Council – District #1

Josh Stevenson, Council – District #2
Pamela L. Howeth, Council – District #3
Daron Holland, Council – District #4

STATE OF TEXAS **§**

March 4, 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 March 4, 2024.

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

MEMBERS ABSENT: COUNCIL MEMBER HOWETH.

CALL TO ORDER

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

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of February 19, 2024. Council Member Stevenson moved to approve the Minutes, as presented; Second by Council Member Holland; All present voted AYE.

APPROVE MINUTES

CITIZEN'S COMMENTS

There were no citizen's comments.

CITIZEN'S COMMENTS

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.

CONSENT AGENDA

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

PROCLAMATION

“ACHIEVEMENT OF EXCELLENCE IN LIBRARIES AWARD” - 2023
Mayor Plyler presented a proclamation to Melissa Eason, Library Services Administrator, recognizing the Sherman Public Library for receiving the “Achievement of Excellence in Libraries Award” for 2023.

**UNITED ACTS OF
KINDNESS DAY
(FEB. 16, 2024)**

Mayor Plyler introduced Ordinance No. 6703 and called for a public hearing:

**ORD 6703
ABANDON WATER
MAIN EASEMENT**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING A PORTION OF ONE (1) TWENTY-FOOT (20') WIDE WATER MAIN EASEMENT LOCATED IN THE REUBEN HENDRIX SURVEY, ABSTRACT NO. 504, SAID PORTION IS MORE PARTICULARLY DESCRIBED IN THE EXHIBIT

“A” ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES; THE WATER MAIN EASEMENT IS ESTABLISHED IN VOLUME 1147, PAGE 341 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS.

Wayne Lee, Director of Engineering, said the developer is planning on building a car wash, and there is a 20' easement through the property. It is not in use, so they have requested that it be abandoned.

Clay Cristy, PE, ClayMoore Engineering

Mr. Cristy appeared representing the applicant, and was available if Council Members had any questions.

No other citizens appeared before the City Council to discuss Ordinance No. 6703.

The Public Hearing was closed.

Ordinance 6703

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING A PORTION OF ONE (1) TWENTY-FOOT (20') WIDE WATER MAIN EASEMENT LOCATED IN THE REUBEN HENDRIX SURVEY, ABSTRACT NO. 504, SAID PORTION IS MORE PARTICULARLY DESCRIBED IN THE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES; THE WATER MAIN EASEMENT IS ESTABLISHED IN VOLUME 1147, PAGE 341 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS.

ORD 6703
ABANDON WATER
MAIN EASEMENT

ACTION TAKEN.

Motion by Deputy Mayor Teamann to approve Ordinance No. 6703, as presented. Second by Council Member Stevenson.
VOTING AYE: Dobbs, Holland, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

Ordinance 6648 (TABLED AT SEPTEMBER 18, 2023, REGULAR CITY COUNCIL MEETING)

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 HOOKAH BAR, SMOKING LOUNGE, SMOKE SHOP, OR VAPE SHOP IN THE C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 2201 TEXOMA PARKWAY, CONSISTING OF 0.382 ACRES IN THE SMITH McGLOTHLIN SURVEY, ABSTRACT NO. 808, BEING LOT 6, BLOCK 9, HIGHLAND PARK ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (TEXOMA PARKWAY, SALMAN MAJOHIA, OWNER; DINESH SOOK TENANT; 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.

ORD 6648
SUP FOR HOOKAH BAR
(2201 TEXOMA PKWY)
(DENIED)

ACTION TAKEN.

Motion by Deputy Mayor Teamann to remove Ordinance No. 6648, from table for discussion. Second by Council Member Dobbs.

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

VOTING NAY: None.

MOTION CARRIED TO REMOVE FROM TABLE.

Council Member Stevenson said this item was previously considered by the Council, before they updated the zoning ordinance as it relates to vape shops.

Rob Rae, Director of Development Services confirmed that the current ordinance would not be retroactive to this request, since the application was submitted prior to the changes. However, since it is for a Specific Use Permit, it is at the Council's discretion to approve or deny the request, based on those factors.

ACTION TAKEN.

Motion by Council Member Stevenson to deny Ordinance No. 6648, as presented. Second by Council Member Dobbs.

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

VOTING NAY: None.

MOTION CARRIED TO DENY.

RESOLUTION NO. 7268 -- AWARDING A BID TO AND AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH BUREAU VERITAS FOR THE PLAN REVIEW AND BUILDING INSPECTION SERVICES FOR SHERMAN ISD ELEMENTARY SCHOOL PROJECTS

RES 7268
SISD ELEMENTARY
SCHOOL PROJECTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH BUREAU VERITAS FOR PLAN REVIEW AND BUILDING INSPECTION SERVICE FOR SHERMAN ISD ELEMENTARY SCHOOL PROJECTS.

Mr. Rae said there were five bids received, with Bureau Veritas being selected. The contract amount was \$263,394, to provide the third-party review and inspections for the three proposed elementary schools for the Sherman Independent School District.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 7268, as presented. Second by Council Member Holland.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 7269 -- AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH WADE TRIM, INC. FOR THE 3116 - STREET MAINTENANCE PROGRAM (FY24)

RES 7269
FY 2024 STREET
MAINTENANCE
PROGRAM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH WADE TRIM, INC. FOR THE 3116 - STREET MAINTENANCE PROGRAM (FY24).

Mr. Lee said this Professional Services Agreement was to engage Wade Trim, Inc. for the engineering and design services for the City's street maintenance program.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 7269, as presented. Second by Council Member Holland.
VOTING AYE: Dobbs, Holland, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

**REQUEST TO ADVERTISE
ANNUAL WATER AND SEWER MAINTENANCE SUPPLIES AND
PARTS**

The City Council approved the request to advertise for the annual supply of water and sewer supplies and parts, used in the maintenance of the City's water and sewer system.
CONSENT AGENDA.

**REQUEST TO ADV
WATER & SEWER
MAINTENANCE
SUPPLIES & PARTS**

**REQUEST TO ADVERTISE
TENNIS COURTS IMPROVEMENTS AT FAIRVIEW PARK**

The City Council approved the request to advertise for tennis court improvements at Fairview Park. Improvements include resurfacing, fencing, lighting, and shading, and are included in the 2023-2024 CIP Budget.
CONSENT AGENDA.

**TENNIS COURTS
IMPROVEMENTS
(FAIRVIEW PARK)**

**OTHER BUSINESS
REVIEW SOLID WASTE FUND**

Robby Hefton, City Manager, briefed the City Council on the status of the Solid Waste Fund. When the budget was developed, there were unknown issues, especially the Texoma Area Solid Waste Authority's annual disbursement to the City. At that time, there was a \$700,000 to \$800,000 deficit.

**SOLID WASTE
FUND REVIEW**

At the time, Council decided to wait and see what TASWA's disbursement would be. There is still a \$518,000 deficit in the fund. For the fund to be at the reserve target of 60 days, it would need to be at \$1.6 million. Therefore, the fund is about \$200,000 or \$300,000 short for FY 24, from that reserve level. Currently there is about 50 days of reserves.

Possible options are to leave the fund alone and work with a lower reserve balance; to transfer money from the General Fund to reach the 60-day target; or a rate increase for commercial or residential rates, or both.

Reserves in the General Fund are currently at 115 to 120 days. If used, two days of General Fund reserves is what would be needed to bring the Solid Waste Fund up to \$1.6 million.

Several Council Members felt it would be beneficial to transfer General Fund money into the Solid Waste Fund to bring the reserves up to where they should be.

COUNCIL COMMENTS

- Congratulations to the Library team for their hard work. (Juston Dobbs)
- Council Member Daron Holland was recognized as a “Living Legend” during the Grayson College Black History Month program. (David Plyler)

COUNCIL COMMENTS

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

EXECUTIVE SESSION

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

TEX. GOV'T CODE § 551.071 --

SEEKING THE ADVICE OF ITS ATTORNEY ABOUT PENDING OR CONTEMPLATED LITIGATION, SETTLEMENT OFFERS OR ANY MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE CITY COUNCIL UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE TEXAS OPEN MEETINGS ACT

Receive legal advice regarding Sun Sherman 185 TX LLC Proposal

TEX. GOV'T CODE § 551.072 --

DELIBERATING THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON

TEX. GOV'T CODE § 551.073 --

DELIBERATING A NEGOTIATED CONTRACT FOR A PROSPECTIVE GIFT OR DONATION TO THE CITY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON

TEX. GOV'T CODE § 551.074 --

DELIBERATING THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE; OR TO HEAR A COMPLAINT OR CHARGE AGAINST AN OFFICER OR EMPLOYEE UNLESS THE OFFICER OR EMPLOYEE WHO IS THE SUBJECT OF THE DELIBERATION OR HEARING REQUESTS A PUBLIC HEARING

TEX. GOV'T CODE § 551.076 --

DELIBERATING THE DEPLOYMENT, OR SPECIFIC OCCASIONS FOR IMPLEMENTATION, OF SECURITY PERSONNEL OR DEVICES OR A SECURITY AUDIT

TEX. GOV'T CODE § 551.087 --

DISCUSSING OR DELIBERATING COMMERCIAL OR FINANCIAL INFORMATION THAT THE CITY HAS RECEIVED FROM A

BUSINESS PROSPECT THAT THE CITY SEEKS TO HAVE LOCATE, STAY OR EXPAND IN OR NEAR THE CITY AND WITH WHICH THE CITY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR DELIBERATING THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT

- A) Hospital
- B) Harvest Hill

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

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:28 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:03 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:03 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



Solid Waste fund

**City of Sherman
SOLID WASTE FUND**

	Adjusted Budget 2023-2024	Projected 2023-2024
Beginning Fund Balance	\$ 1,663,043	\$ 1,880,126
Revenues		
Solid Waste Service	8,012,000	8,554,000
Service Charges & Penalties	125,000	125,000
Interest Income	67,000	67,000
Miscellaneous Revenue	787,000	787,000
Total Revenues	8,991,000	9,533,000
Total Funds Available	10,654,043	11,413,126
Expenditures		
Personnel	2,542,630	2,542,630
Supplies	435,338	435,338
Repair & Maintenance	54,721	54,721
Utilities	71,470	71,470
Information Technology	115,050	115,050
Services & Charges	2,920,197	3,193,996
Vehicle Usage	1,552,451	1,552,451
Capital Expenses	173,000	173,000
Fleet Services & Charges	47,000	47,000
Transfers Out	1,865,661	1,865,661
Total Expenditures	9,777,518	10,051,317
Excess Revenues over Expenditures	(786,518)	(518,317)
Ending Fund Balance	\$ 876,525	\$ 1,361,809

Options for FY2024

1. Rate increase to generate approximately \$250k in FY2024 (half year) and about \$500k in FY2025.

Potentially alleviates pressure on rates for FY2025.

- 
2. Transfer from the General Fund of up to \$500k in FY24.

Notes: 1) Neither option will alleviate pressure on annual capital expenses. 2) Pressure on this fund will be worse next year when a full-year of the second TASWA rate increases takes effect.



City Council Regular Meeting

Agenda Item No. D.1.

Meeting Date: 3/18/2024

Prepared By: Billy Hartsfield, Fire Chief

Approved By: Zachary Flores, Assistant City Manager

Caption:

SPECIAL PRESENTATION

Recognizing Firefighters for Life-saving Actions on 12/25/2023.

Issue:

Firefighters performed life-saving CPR on Christmas Day 2023. The actions of the firefighters were directly related to a positive outcome for the patient. We understand that our firefighters take action daily to assist the community and its members. However, this incident presented itself in a manner that forced the firefighters to exercise their skills and training beyond what a typical call does. For this display of exceptional paramedicine, we would like to recognize the employees involved in this incident.

Background:

Station One, A Shift crew responded to a call and found a female who was pulseless and not breathing. The crew quickly acted to provide life-saving CPR, the appropriate medications, and defibrillations and were able to obtain Return of Spontaneous Circulation (ROSC) before arrival at the hospital.

Origination:

Sherman Fire Department

Financial Consideration:

None

Staff Recommendation:

Staff Recommends awarding Charlie Nevegold, Jarrod Spearman, Hunter Nichols, Cody Whitlock and Brian Hair with the life-saving award.

Alternatives:

None

Attachments:

1. Life Saving Award





City Council Regular Meeting

Agenda Item No. E.1.

Meeting Date: 3/18/2024

Prepared By: Linda Ashby, City Clerk

Approved By: Terrence Steele, Assistant City Manager

Caption:

PROCLAMATIONS

"Red Cross Month" - March 2024

Issue:

The City Council would like to designate March 2024 as "Red Cross Month" and March 27, 2024 as "Giving Day".

Background:

Each year, since 1943, March has been designated as "Red Cross Month" to honor the organization, the staff, and the volunteers that give so much to help during a time of crisis.

Origination:

Requested by Red Cross.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

Staff recommendation is to present a proclamation designating March as "Red Cross Month" in Sherman.

Alternatives:

The Council could choose not to present the proclamation.

Attachments:

1. Red Cross Month Proclamation

Proclamation

WHEREAS, every March, the American Red Cross recognizes the compassion of people across the nation, and celebrates their commitment to care for one another in times of crisis, and

WHEREAS, in 1943, President Franklin D. Roosevelt issued the first Red Cross Month proclamation, and volunteers in Sherman and throughout the Red Cross DFW Metro East Chapter step up and provide a beacon of hope for our neighbors in North Texas, and

WHEREAS, last year, the DFW Metro East Chapter assisted 685 families, while responding to more than 375 disasters to deliver shelter, food, and comfort, and

WHEREAS, 1,304 blood drives were held by Red Cross blood hosts in 2023, collecting more than 24,000 units of blood across multiple counties, to ensure new moms, cancer patients, and accident victims have access to safe, lifesaving blood, and

WHEREAS, in 2023, the Red Cross proudly supported more than 2,000 North Texas military members, veterans, their families, and caregivers to cope with the challenges of service, and

WHEREAS, 1,925 North Texas Red Cross volunteers responded to provide relief to families who experienced the worst days of their lives, and

WHEREAS, 38,602 people enrolled in Red Cross First Aid, CPR, and AED training courses, helping to make the DFW Metro East Chapter more resilient in the event of a disaster.

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

RED CROSS MONTH

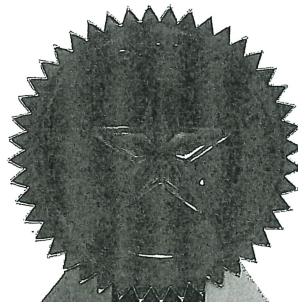
in the City of Sherman, and encourage all citizens to reach out and support its humanitarian mission, and to participate in Giving Day on March 27, 2024, by donating to help people affected by disasters.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 18th day of March, 2024.

Mayor

ATTEST:

Linda Ashby
City Clerk





City Council Regular Meeting

Agenda Item No. F.1.

Meeting Date: 3/18/2024

Prepared By: Linda Ashby, City Clerk

Approved By: Clint Philpott, Assistant City Manager

Caption:

PUBLIC HEARING

Request for a Variance to Allow Alcoholic Beverage Sales within 300 Feet of a School (Fairview Elementary); Mark Schuster, Owner, Sherman F&B, LLC, on premises located at Fairview Park, 1121 W. Taylor Street, pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code

Issue:

To consider the appeal of Sherman F&B, LLC, concerning the property located at 1121 W. Taylor Street, known as Fairview Park, to allow a "Mixed Beverage" On-Premise Retailer License/Permit and a "Food and Beverage Certificate" within 300 feet of a school (Fairview Elementary). Section 109.33(e) of the Texas Alcoholic Beverage Code authorizes the City Council to grant a variance if it determines that enforcement of the 300-foot regulation in this particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a TABC license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the City Council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

Background:

Sherman Sports and Entertainment, LLC, was recently granted a Variance for a "Retail Dealer's On-Premise License" and a "Wine and Malt Beverage Retail Dealer's On-Premise Permit" to sell alcohol at Veteran's Field in Fairview Park, located at 1121 W. Taylor Street. Currently, Sherman F&B, LLC, has applied for a "Mixed Beverage" On-Premise Retailer License/Permit and a "Food and Beverage Certificate" in Fairview Park.

According to the requestor, they changed the name on the application for "liability purposes."

Because this is a new application, for a different type of license, by a different entity, the application was denied because it was determined that the property line for the store is located within 300 feet from the Fairview Elementary School property line. According to section 4.14.035 of the City's Code of Ordinances, entitled "Development Standards," the sale of mixed beverages is also subject to the distance requirements set forth in the ordinance.

Origination:

The request for a variance originated with Mark Schuster, Sherman F&B, LLC.

Financial Consideration:

There is no direct cost to the City of Sherman.

Staff Recommendation:

It is the recommendation of the staff that the City Council consider the appeal.

Alternatives:

The Council could choose not to consider the appeal.

Attachments:

1. Sherman F&B, LLC - Application 2024
2. Sherman F&B, LLC - Denial Letter - 2024
3. Sherman Appeal to Council 030124
4. Development Standards
5. FairviewAlcoholAppeal - Map



**TEXAS ALCOHOLIC
BEVERAGE COMMISSION**
Texans Helping Businesses & Protecting Communities

**Required
Certifications**

Join TABC in the fight against human trafficking

L-CERT (7/2022)

Submit this form to the proper officials to obtain certification for the type of license/permit for which you are applying as required by TX Alc. Bev. Code, Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13. This Required Certifications form must be submitted with your Initial Application form.

Contact your local TABC office for assistance.

LOCATION INFORMATION

1. Trade Name of Location (Name of restaurant, bar, store, etc.) Sherman F&B LLC			
2. Owner of Business/Applicant (Name of Corporation, LLC, etc.) Sherman F&B LLC			
3. Type of Owner ☐ Corporation ☐ Limited Partnership ☒ Limited Liability Company ☐ Limited Liability Partnership ☐ Partnership ☐ Other: _____			
4. Location Address 1121 W Taylor St			
City Sherman	County Grayson	State Tx	Zip Code 75092
5. Mailing Address 26525 Scott Rd			
City Huffman	County Harris	State Tx	Zip Code 77336
6. Business Telephone Number	Alternate Telephone Number (281) 451-5406	E-mail Address tim.woodland@sherman-se.com	
7. Application for:			
☒ Original	☐ Reinstatement	License/Permit Number _____	☐ Reinstatement and Change of Trade Name
	☐ Change of Location	License/Permit Number _____	☐ Change of Location and Trade Name
8A. Type of Off-Premise Retailer License/Permit:			
☐ BF Retail Dealer's Off-Premise License	☐ E Local Cartage Permit	☐ P Package Store Permit	
☐ BQ Wine and Malt Beverage Retail Dealer's Off-Premise Permit	☐ ET Third-Party Local Cartage Permit	☐ Q Wine Only Package Store	
☐ LP Local Distributor's Permit			
8B. Type of On-Premise Retailer License/Permit			
☐ BE Retail Dealer's On-Premise License	☐ E Local Cartage Permit	☒ MB Mixed Beverage	
☐ BG Wine and Malt Beverage Retail Dealer's On-Premise Permit	☒ FB Food and Beverage Certificate	☐ WP Waterpark Permit	
☐ BP Brewpub License	☐ LH Late Hours Certificate		
8C. Type of Wholesaler's, Distributor's, or Manufacturer's License/Permit			
☐ BB General Distributor's License	☐ D Distillers and Rectifiers Permit - allows on-premise consumption	☐ S Nonresident Seller's Permit	
☐ BC Branch Distributor's License	☐ DS Out-of-State Winery Direct Shipper's Permit	☐ SD Brewer's Self-Distribution License	
☐ BN Nonresident Brewer's License	☐ G Winery - allows on-premise consumption	☐ W Wholesaler's Permit	
☐ BW Brewer's License	☐ J Bonded Warehouse	☐ X General Class B Wholesaler Permit	
☐ JD Bonded Warehouse (Dry Area)			
9. For On or OFF-Premise Applicants, Indicate Primary Business Type at this Location			
☐ Bar	☐ Grocery/Market	☐ Package Store	☐ Sexually Oriented
☐ Civic Center	☐ Hotel	☐ Public Entertainment Fac. (PEF as defined in Sec. 108.73)	☐ Sporting Arena
☐ Convenience Store	☐ Motel	☐ Racetrack	
☐ Delivery Company	☐ Movie Theater	☒ Restaurant	

Trade Name: Sherman F&B LLCLocation Address: 1121 W Taylor StCity: ShermanCounty: Grayson**Off-Premise Certifications**Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit...requests certification, the city secretary...shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by charter or ordinance.**Certificate of City Secretary: P, Q, BF, BQ**

TX Alc. Bev. Code, Section 11.37 & 61.37

☐ CHECK HERE IF NOT IN CITY LIMITS

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought as the place of business is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

Permits/Licenses Wet For	Based on most recent local option election, area is wet for:
☐ BF	The legal sale of malt beverages for off-premise consumption only ☐ greater than 5% alcohol by volume OR ☐ 5% or less alcohol by volume
☐ BF, BQ, Q	The legal sale of malt beverages and wine for off-premise consumption only
☐ BF, BQ, Q, P	The legal sale of all alcoholic beverages for off-premise consumption only

OR

☐ I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN

HERE _____, _____, TEXAS
City Secretary/Clerk City

S E A L

On-Premise CertificationsPer Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit...requests certification, the city secretary...shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by charter or ordinance.**Certificate of City Secretary (FOR MB, MB/FB, BG, BG/FB, BE, & BE/FB)**

TX Alc. Bev. Code, Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

Permits/Licenses Wet For	Based on most recent local option election, area is wet for:
☐ MB	Mixed Beverage Permit
☐ MB/FB	Mixed Beverage Restaurant Permit with required Food and Beverage Certificate
☐ BG*	Wine and Malt Beverage Retail Dealer's On-Premise Permit
☐ BG/FB*	Wine and Malt Beverage Retail Dealer's On-Premise Permit with required Food and Beverage Certificate
☐ BE*	Retail Dealer's On-Premise License
☐ BE/FB*	Retail Dealer's On-Premise License with required Food and Beverage Certificate
*Mark box on right for BE and/or BE/FB	☐ greater than 5% alcohol by volume OR ☐ 5% or less alcohol by volume
*Mark box on right for any of the following license or permit types BG, BG/FB BE, BE/FB	Election for given location was held for: ☐ legal sale of malt beverage/wine (17%) on-premise AFTER Sept. 1, 1999 OR ☐ legal sale of malt beverage/wine (14%) on-premise BEFORE Sept. 1, 1999

SIGN

HERE _____, _____, TEXAS
City Secretary/Clerk City

S E A L

Certification for Late Hours Certificate (LH)

TX Alc. Bev. Code, Chapters 29 & 70 et seq.

I hereby certify on this _____ day of _____, 20____, that one of the below is correct:

☐	The governing body of this city or county has by ordinance or order authorized the sale of mixed beverages between midnight and 2:00 A.M.;
OR	
☐	The governing body of this city or county has by ordinance or order authorized the sale of malt beverage between midnight and _____ A.M.;
OR	
☐	The population of the city or county where premises are located was 500,000 or more according to the 24 th Decennial Census of the United States as released by the Bureau of the Census on April 1, 2020;
OR	
☐	The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2020).

SIGN

HERE _____, _____, TEXAS
City Secretary/Clerk City

S E A L

Trade Name: Sherman F&B LLC

Location Address: 1121 W Taylor St

City: Sherman

County: Grayson

Wholesaler, Distributor or Manufacturer Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit...requests certification, the city secretary...shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by charter or ordinance.

Certificate of City Secretary for: BB, BC, J, W & X

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SIGN

HERE _____, TEXAS
City Secretary/Clerk City

S E A L

Certificate of City Secretary for Winery (G) Applicants

Per Sec. 16.011, "A winery permit may be issued for premises in an area in which the sale of wine has not been authorized by a local option election..."

I hereby certify on this ____ day of _____, 20__, that this location address ☐ is ☐ is not in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

OR

☐ I hereby refuse on this ____ day of _____, 20__ to certify this location.

SIGN

HERE _____, TEXAS
City Secretary/Clerk City

S E A L

Certificate of City Secretary for: BW & D

I hereby certify on this ____ day of _____, 20__, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages, and

☐ does ☐ does not allow for on-premise consumption and

☐ does ☐ does not allow for off-premise consumption in accordance with 501.035 of the Election Code.

OR

☐ I hereby refuse on this ____ day of _____, 20__ to certify this location.

SIGN

HERE _____, TEXAS
City Secretary/Clerk City

S E A L

Trade Name: Sherman F&B LLCLocation Address: 1121 W Taylor StCity: ShermanCounty: Grayson**Off-Premise Certifications**Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit... requests certification, the county clerk... shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by any valid order...**Certificate of County Clerk: P, Q, BF, BQ**

TX Alc. Bev. Code, Section 11.37 & 61.37

☐ CHECK HERE IF NOT IN CITY LIMITS

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Permits/Licenses Wet For	Based on most recent local option election, area is wet for:
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☐ BF, BQ, Q, P	The legal sale of all alcoholic beverages for off-premise consumption only

OR

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SIGN

HERE _____, _____ County
County Clerk

S E A L

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TX Alc. Bev. Code, Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

Permits/Licenses Wet For	Based on most recent local option election, area is wet for:
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☐ MB/FB	Mixed Beverage Restaurant Permit with required Food and Beverage Certificate
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☐ BE*	Retail Dealer's On-Premise License
☐ BE/FB*	Retail Dealer's On-Premise License with required Food and Beverage Certificate
*Mark box on right for BE and/or BE/FB	☐ greater than 5% alcohol by volume OR ☐ 5% or less alcohol by volume
*Mark box on right for any of the following license or permit types BG, BG/FB BE, BE/FB	Election for given location was held for: ☐ legal sale of malt beverage/wine (17%) on-premise AFTER Sept. 1, 1999 OR ☐ legal sale of malt beverage/wine (14%) on-premise BEFORE Sept. 1, 1999

SIGN

HERE _____, _____ County
County Clerk

S E A L

Certification for Late Hours Certificate (LH)

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OR	
☐	The governing body of this city or county has by ordinance or order authorized the sale of malt beverage between midnight and _____ A.M.;
OR	
☐	The population of the city or county where premises are located was 500,000 or more according to the 24 th Decennial Census of the United States as released by the Bureau of the Census on April 1, 2020;
OR	
☐	The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2020).

SIGN

HERE _____, _____ County
County Clerk

S E A L

Trade Name: Sherman F&B LLC

Location Address: 1121 W Taylor St

City: Sherman

County: Grayson

Wholesaler, Distributor or Manufacturer Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit... requests certification, the county clerk... shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by any valid order...

Certificate of County Clerk for: BB, BC, J, W & X

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SIGN

HERE _____, _____ County
County Clerk

S E A L

Certificate of County Clerk for Winery (G) Applicants

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I hereby certify on this ____ day of _____, 20__, that this location address ☐ is ☐ is not in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

OR

☐ I hereby refuse on this ____ day of _____, 20__ to certify this location.

SIGN

HERE _____, _____ County
County Clerk

S E A L

Certificate of County Clerk for: BW & D

I hereby certify on this ____ day of _____, 20__, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages, and

☐ does ☐ does not allow for on-premise consumption and

☐ does ☐ does not allow for off-premise consumption in accordance with 501.035 of the Election Code.

OR

☐ I hereby refuse on this ____ day of _____, 20__ to certify this location.

SIGN

HERE _____, _____ County
County Clerk

S E A L

Trade Name: Sherman F&B LLC

Location Address: 1121 W Taylor St

City: Sherman

County: Grayson

**Publisher's Affidavit for All Applicants Except BN, DS, S
TX Alc. Bev. Code, Section 11.39 and 61.38**

Name of newspaper	
City, County	
Dates notice published in daily/weekly newspaper (MM/DD/YYYY)	
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown.</i>	
Signature of publisher or designee	
Sworn to and subscribed before me on this date (MM/DD/YYYY)	
Signature of Notary Public	
SEAL	

ATTACH PRINTED

COPY OF THE

NOTICE HERE

[Click here to see example of
newspaper publication](#)

Comptroller of Public Accounts Certificate for All Applicants

TX Alc. Bev. Code, Section 11.46 (b) & 61.42 (b)

This is to certify on this 13th day of February, 2024, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit and that none of the persons making this application are indebted to the State of Texas.

Sales Tax Permit Number 32093121914

Outlet Number 00001

Print Name of Comptroller Employee

Jessica Castro

Print Title of Comptroller Employee

Enforcement Officer

SIGN HERE

[Signature]

FIELD OFFICE

Dallas

SEAL



PUBLIC RECORDS DEPARTMENT

Phone No. (903) 892-7204

Fax No. (903) 892-7394

February 27, 2024

Sherman F&B, LLC
Attn: Mike Roman
mromantx@gmail.com
26525 Scott Road
Huffman, Texas 77336

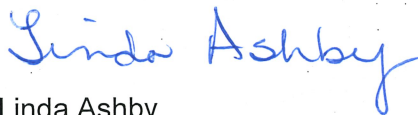
**RE: Sherman F&B, LLC
1121 W. Taylor Street
Sherman, Texas 75092**

Dear Mr. Roman:

Your application for a "Mixed Beverage" and "Food and Beverage Certificate" On-Premise License has been denied. Upon inspection, it was found that your business is within 300 feet of a public or private school or day care center.

The City's Code of Ordinances, Section 4.14.035, states that the minimum distance between retail stores that offer the sale of alcoholic beverages for off-premise consumption and public or private schools or day care facilities is 300 feet. Measurements are made from property line to property line and in a direct line across intersections. I have included a copy of the Code for your information.

Sincerely,



Linda Ashby
City Clerk

cc: Robby Hefton, City Manager
Zachary Flores, Assistant City Manager
Terrence Steele, Assistant City Manager
Ryan Pittman, City Attorney
Rob Rae, Director of Development Services
Theresa Hutchinson, Parks and Recreation Manager

March 1, 2024

Mr. Terrance Steele, Assistant City Manager
City of Sherman
220 West Mulberry Street
Sherman, TX 75090

Dear Terrance:

Please find attached a letter of denial from Ms. Linda Ashby, City Clerk, with respect to our request to our application for a liquor license at Veteran's Field. For liability purposes, we changed the applicant on the TABC license to Sherman F&B, LLC and neglected to inform Ms. Ashby of this change.

I respectfully request an appeal to this decision with City Council at the next regularly scheduled meeting.

Please let me know what else I need to provide.

Sincerely,

Mark Schuster

Mark Schuster
Sherman Sports and Entertainment, LLC

 Sec. 4.14.035 Development standards

(a) Alcoholic beverages for off-premises consumption only. The sale of alcoholic beverages is permitted only in a zoning district where retail sales are allowed. The minimum distance between retail stores that offer the sale of alcoholic beverages for off-premises consumption and the following uses are:

(1) Schools (public and private) and day care centers: 300 feet. As allowed by state law, a school may petition for 1,000 feet. All measurements of distances are as provided for in state law (property line to property line and in a direct line across intersections).

(2) Churches: 300 feet. All measurements of distances are as provided for in state law (along the property lines of the street fronts and from front door to front door, and in a direct line across intersections).

(3) Hospitals: 300 feet. All measurements of distances are as provided for in state law (along the property lines of the street fronts and from front door to front door, and in a direct line across intersections).

(b) Mixed beverages in a restaurant by food and beverage certificate holders only. The sale of mixed beverages in a restaurant by food and beverage certificate holders is allowed in any zoning district where restaurants are allowed. The holder of a permit under this subsection shall be required to meet distance requirements as set forth in subsection (a), above.

(Ordinance 5994 adopted 12/5/16)





City Council Regular Meeting

Agenda Item No. F.2.

Meeting Date: 3/18/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Clint Philpott, Assistant City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6704

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.224 acres being a part of the J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas, Located At 533 East Brockett Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-4 (Single Family Residential) District Zoning Classification, Deloris Rockins (Owner), Luveter Peters (Representative) 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 0.224 acres of land located at 533 East Brockett Street from an R-6 (Single Family Residential) District to R-4 (Single Family Residential) District.

Background:

The property is located at 533 East Brockett Street near the corner of East Brockett Street and North Broughton Street. The owner is requesting a Zone Change from an R-6 (Single Family Residential) District to R-4 (Single Family Residential) District.

The following has been approved for this location:

- DECEMBER 2023 - Preliminary Plat of Rockins Addition (CONDITIONALLY APPROVED)

Origination:

Deloris Rockins (Owner)
Luveter Peters (Representative)
Copley Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 20, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to 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. 6704
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Narrative

ORDINANCE NO. 6704

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 0.224 ACRES BEING A PART OF THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 533 EAST BROCKETT STREET, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-4 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, DELORIS ROCKINS (OWNER), LUVETER PETERS (REPRESENTATIVE) 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 533 East Brockett Street, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-4 (Single Family 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 18th day of March 2024.

ADOPTED on this the 18th day of March 2024.

EFFECTIVE DATE on this the 18th day of March 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

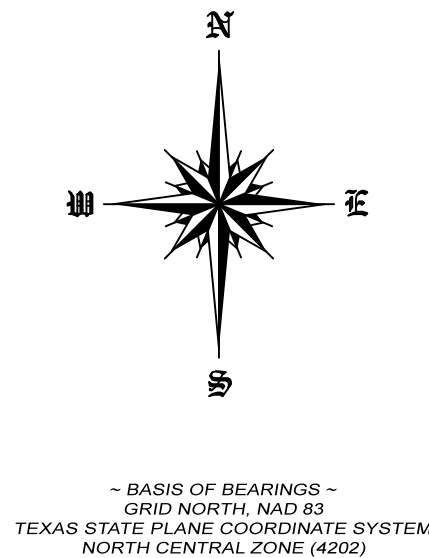
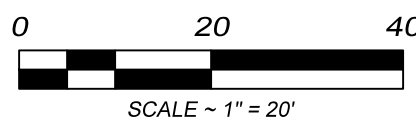
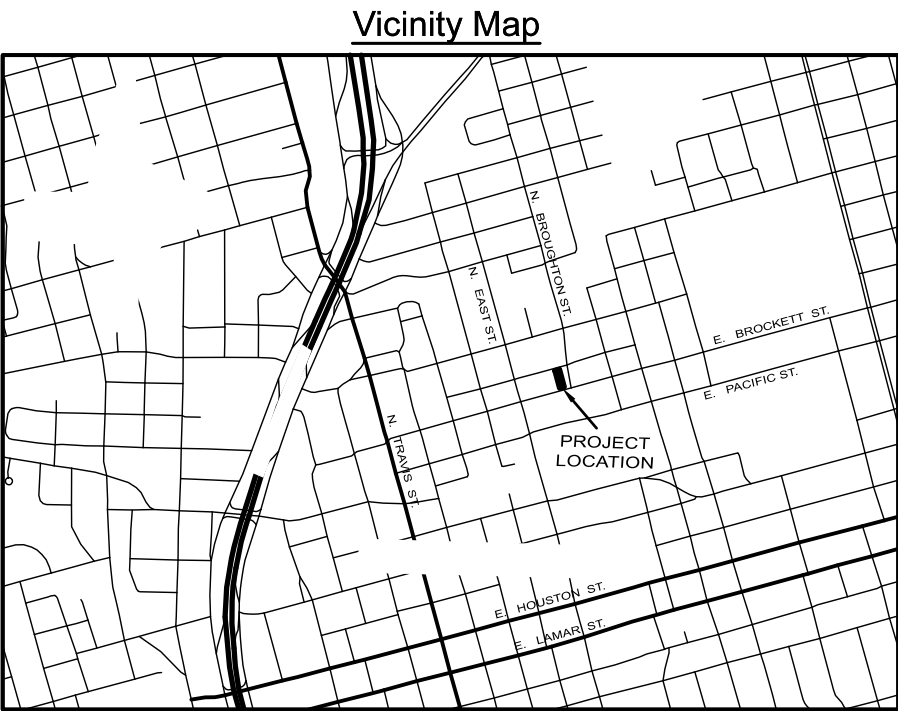
ATTEST:

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, County of Sherman, State of Texas, being a part of the J. B. McAnair Survey, Abstract No. 763, and being the same 50' x 190' tract of land conveyed to Deloris Jean Rockins by deed of record in Volume 3613, Page 616, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" pipe found maintaining the southwest corner of said Rockins tract, the southeast corner of a tract of land conveyed to Mrs. Maxey Ardmore by deed of record in Volume 370, Page 8, Deed Records, Grayson County, Texas, and in the north line of Brockett Street, from which a 1/2" pipe found bears South 74°42'27" West a distance of 174.67 feet;

Thence **North 15°14'51" West**, along the west line of said Rockins tract and the east line of said Ardmore tract, a distance of **190.00 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northwest corner of said Rockins tract, the northeast corner of said Ardmore tract, and in the south line of Carter Street, from which a 1/2" steel rod found bears South 74°42'27" West a distance of 100.00 feet;

Thence **North 74°42'27" East**, along the north line of said Rockins tract and the south line of said Carter Street, a distance of **51.57 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northeast corner of said Rockins Tract;

Thence **South 15°08'05" East**, along the east line of said Rockins tract and the west lines of Lot 1 and Lot 2, Stone's Corner Addition, an addition to the City of Sherman, Texas as shown by the plat of record in Document Number 2021-249, Plat Records, Grayson County, Texas, a distance of **190.00 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 at the southeast corner of said Rockins tract, in the north right of way line of said E. Brockett Street;

Thence **South 74°42'27" West**, along the south line of said Rockins tract, a distance of **51.19 feet** to the **Point-of-Beginning** and containing **0.224 of an acre** of land.

KNOWN ALL MEN BY THESE PRESENTS:

That I, John C. Copley, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon where properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

Preliminary

John C. Copley
Registered Professional
Land Surveyor No. 6720
Firm No. 10194429

Date

AVIGATION RELEASE

THE STATE OF TEXAS \$
COUNTY OF GRAYSON \$

WHEREAS, DELORIS JEAN ROCKINS, 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 Rockins Addition, an addition to the City of Sherman, Grayson County, Texas.

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

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

Executed this ____ day of ____, 2023.

By: _____
DELORIS JEAN ROCKINS

~ GENERAL NOTES ~

- Water Supply to be provided by the City of Sherman.
- Sewer service to be provided by the City of Sherman.
- Electrical service is provided by Onco Electrical Delivery.
- Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the roadway is prohibited.
- 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.
- The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
- 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.
- The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
- Bearings are based on the City of Sherman Control Monument Network.
- The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.

Purpose:
The purpose of this is to Plat this 0.224 acre tract.

Owners Certificate & Dedication

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

That DELORIS JEAN ROCKINS, Owner and Developer, do hereby adopt this plat designating the hereinabove property as the Final Plat of ROCKINS ADDITION, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part or any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this ____ day of ____, 2023.

DELORIS JEAN ROCKINS

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ANIL PESARAMELLI known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this __ day of ____, 2023.

Notary Public in and for
the State of Texas

Acceptance of Dedication

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, the Final Plat of ROCKINS ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the ____ day of ____, 2023, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this ____ day of ____, 2023.

Clerk, City of Sherman, Texas

Approved this ____ day of ____, 2023, by the City Planning Commission to the City of Sherman, Texas.

Chairman

Secretary

Accepted by the City Council of the City Sherman.

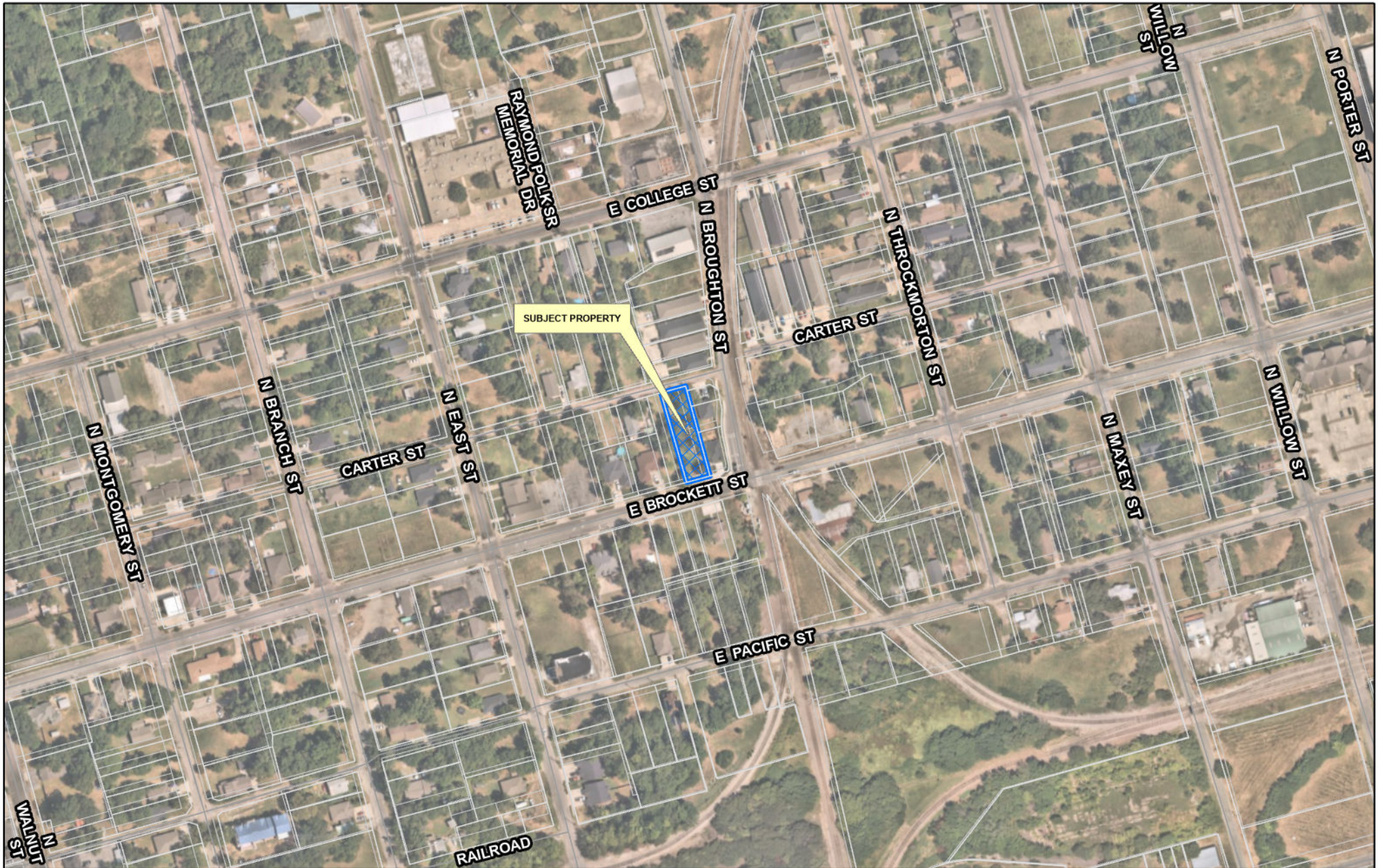
Mayor, City of Sherman, Texas

Date

Preliminary Plat of
Rockins Addition
an addition to
the City of Sherman
Grayson County, Texas

10/16/2023

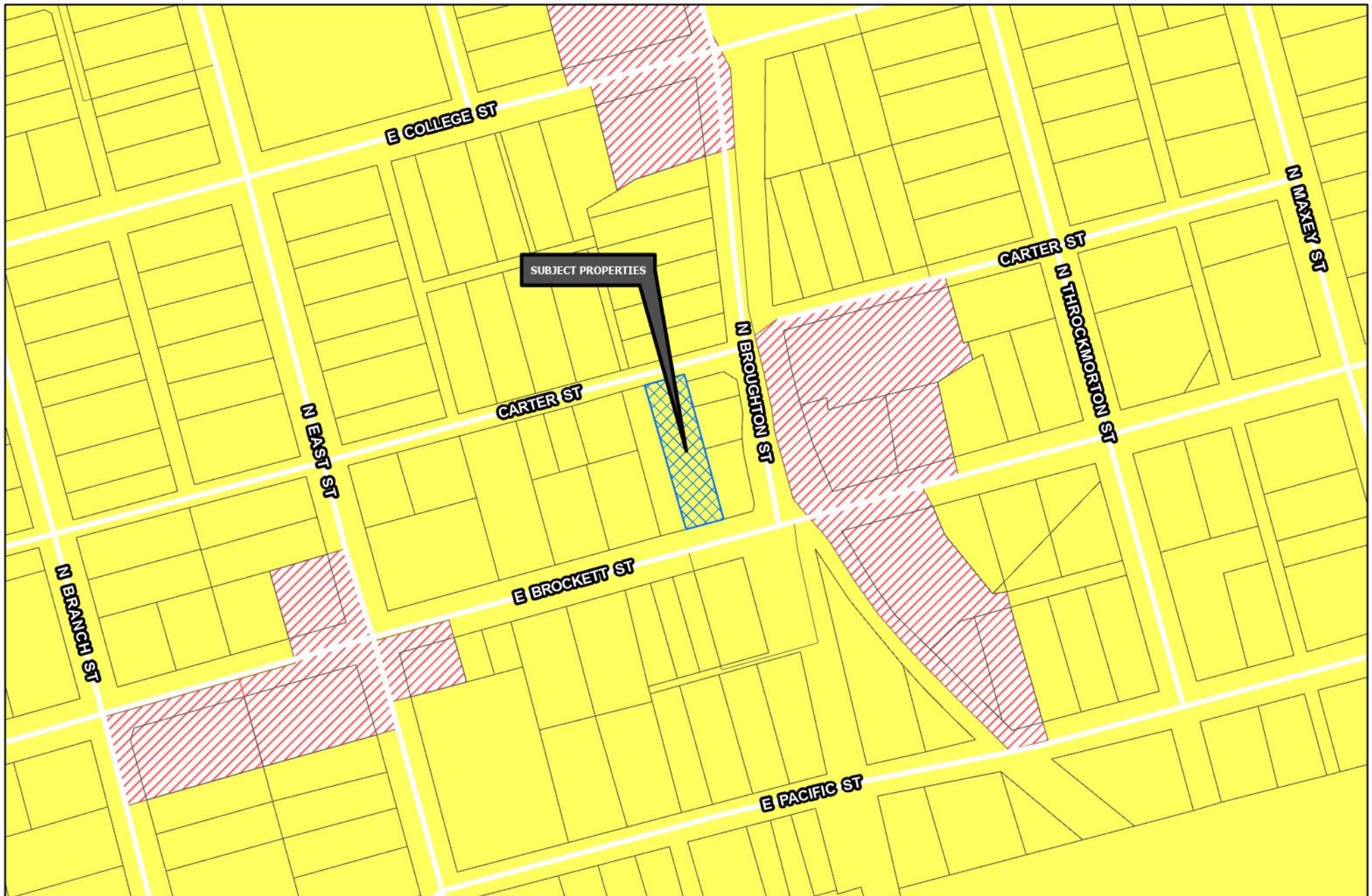
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City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
533 E BROCKETT ST





Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
533 E BROCKETT ST





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.



Development Services
Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
533 E BROCKETT ST





1/31/2024 AT 1:27 P.M.

I'm wanting a zone change from
a R-6 to R-4 @ 533 E. Brackett. for
residential.

Edna Mary Hunte



City Council Regular Meeting

Agenda Item No. F.3.

Meeting Date: 3/18/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Clint Philpott, Assistant City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6705

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6553 And Granting A Specific Use Permit To Allow A Commercial Amusement Centers, Indoor Only and Office/Storage In A C-2 (General Commercial) District, Located At 3400 Texoma Parkway, Consisting Of 3.61 acres being a part of the Hillard Jennings Survey, Abstract No. 639, being a part of Lots 10, 12, 13 and 14 and all of Lot 11 in Block 1 of Redick Addition, City Of Sherman, Grayson County, Texas, Tony Alleman (Owner), Kent Hughlett (Representative) and Sartin & Associates, Inc. (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Repealing Ordinance 6553 and Consideration of a Specific Use Permit for 3.61 acres of land located at 3400 Texoma Parkway to Allow A Commercial Amusement Centers, Indoor Only And Office/Storage In A C-2 (Retail Business) District.

Background:

The property is located at 3400 Texoma Parkway between Gallagher Drive and North Frisco Road. The owner is requesting a Specific Use Permit and Site Plan to allow Commercial amusement centers, indoor only and office/storage in a C-2 (Retail Business) District and repeal Ordinance No. 6553.

The following has been approved for this location:

- 11/15/2022 - Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow Batting Cages in a C-2 (General Commercial) District.
- City Council Comments: 12/5/2022 - 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 Dax Powell is the lessee of the Property.

Origination:

Tony Alleman (Owner)
Kent Hughlett (Representative)
Sartin & Associates, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 20, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to 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. 6705
2. Exhibit A - Survey and Site Plan
3. Location Map
4. Zoning Map
5. Future Land Use Map
6. Property Notification Sign
7. Narrative
8. Staff Review Letter

ORDINANCE NO. 6705

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, REPEALING ORDINANCE 6553, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A COMMERCIAL AMUSEMENT CENTERS, INDOOR ONLY AND OFFICE/STORAGE IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 3400 TEXOMA PARKWAY, CONSISTING OF 3.61 ACRES BEING A PART OF THE HILLARD JENNINGS SURVEY, ABSTRACT NO. 639, BEING A PART OF LOTS 10, 12, 13 AND 14 AND ALL OF LOT 11 IN BLOCK 1 OF REDICK ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, TONY ALLEMAN (OWNER), KENT HUGHLETT (REPRESENTATIVE) AND SARTIN & ASSOCIATES, INC. (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 3400 Texoma Parkway, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit allow a Commercial Amusement Centers, Indoor Only and Office/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 and Site Plan**.

SECTION 2. Repeal of Ordinance No. 6553. The City Council hereby repeals Ordinance No. 6553 of the Code of Ordinances in its entirety. The effective date of such repeal shall not occur

until the effective date of this Ordinance, at which time Ordinance No. 6553 shall be repealed. Such repeal shall not abate any pending prosecution or lawsuit or prevent any prosecution or lawsuit from being commenced for any violation of any provision of Ordinance No. 6553 occurring before the effective date of this Ordinance.

SECTION 3. 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. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (Chapter 14, Exhibit A, Section 7, Subsection 10(b))
4. Parking shall be provided for one space per 200 square feet; a parking space is considered to be 9' x 20'. (Chapter 14, Exhibit A, Sec.8 (5)(a); Sec.7(10)(b)).
5. The trash dumpster will need to be located inside the main building area.
6. 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*)
7. 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*)
8. Impact fees will be required at the time of building permit application. (*Chapter 13, Article. 13.11*)
9. The property must be properly maintained in a state of good repair and neat appearance.
10. 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.
11. 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.
12. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009(a)(1)(C)*)
13. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
14. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

15. Replatting of the property is required. *Code of Ordinances Chapter 10.02.002(a)(1); Texas Local Government Code Title 1, Sec. 212.004*

16. 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:

17. The property shall be developed and used in accordance with all City Ordinances and the Survey and Legal Description/Site Plan shown in **Exhibit A**.

City Council

18. 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 Dax Powell is the lessee of the Property.

SECTION 4. 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 5. 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 6. 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 7. 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 8. 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 9. 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 10. 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 11. 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 18th day of March 2024.

ADOPTED on this the 18th day of March 2024.

EFFECTIVE DATE on this the 18th day of March 2024.

CITY OF SHERMAN, TEXAS

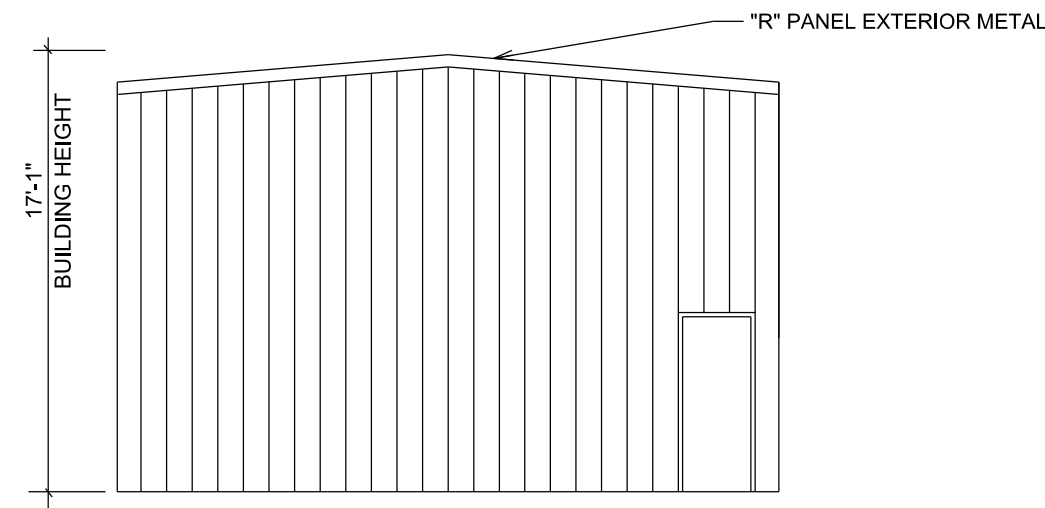
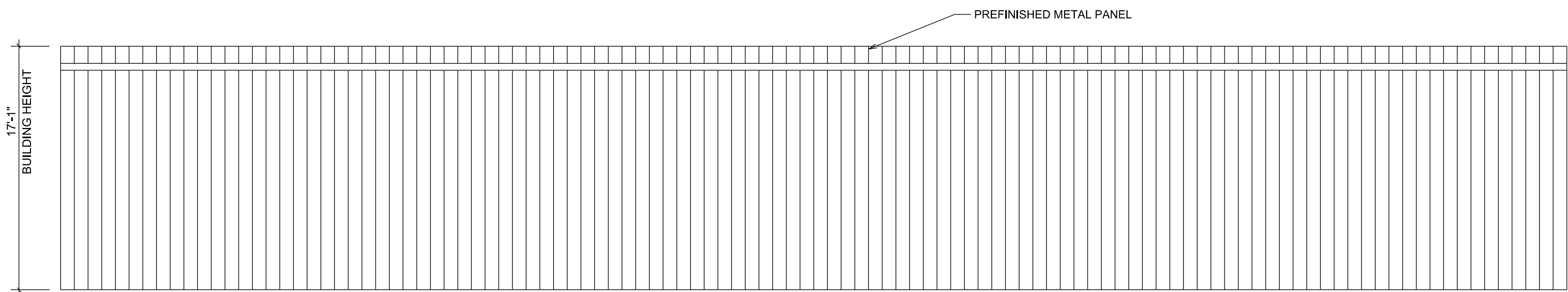
BY: _____
DAVID PLYLER, MAYOR

ATTEST:

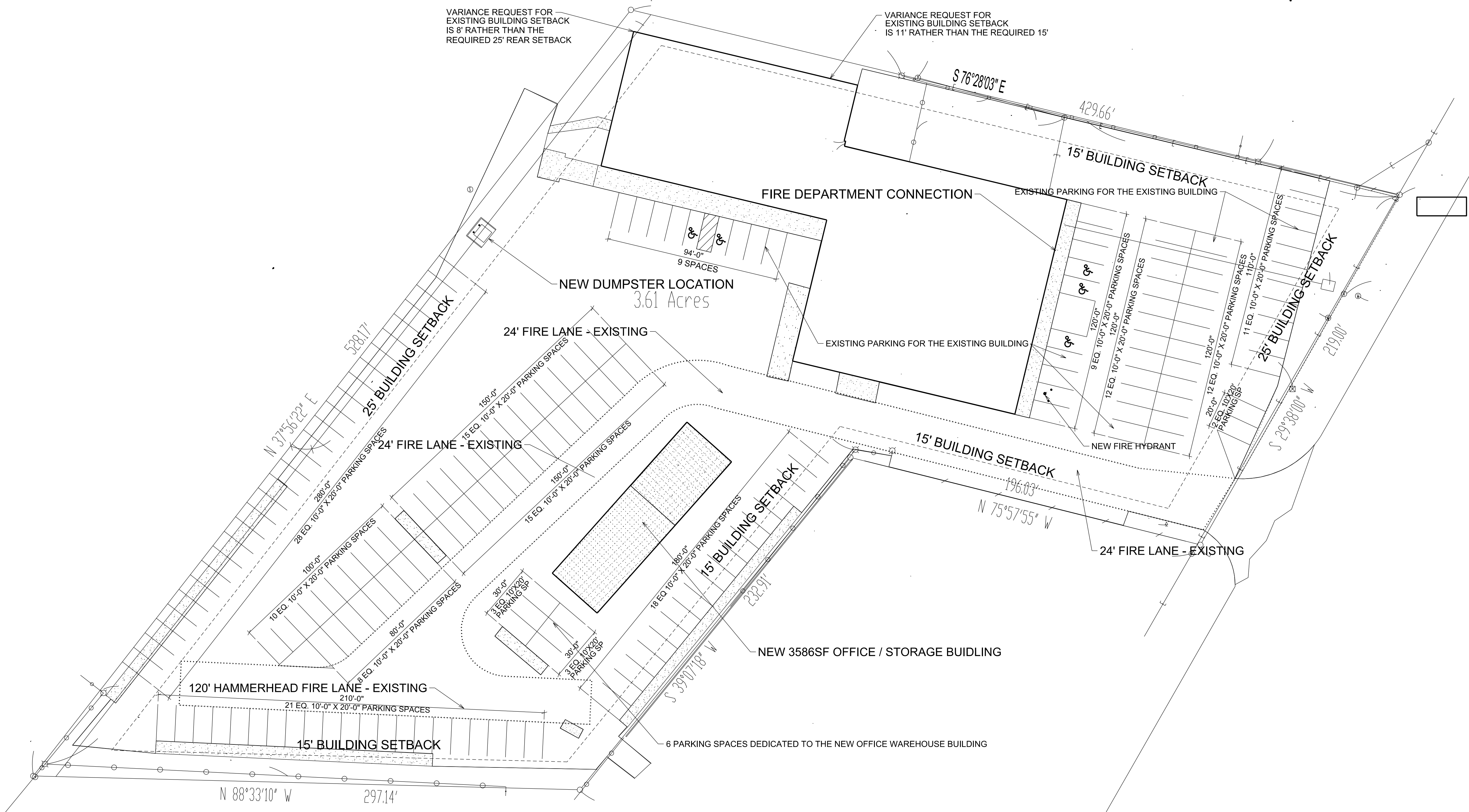
BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



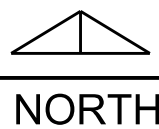
NEW BUILDING CONSTRUCTION
TYPICAL ELEVATION
SCALE: 1"= 15'-0"



SITE TABULATION TABLE

GROSS SQUARE FOOTAGE OF STRUCTURES	25,203SF EXISTING INDOOR SPORT COURTS BUILDING + 3,586SF NEW OFFICE/ STORAGE BUILDING
GROSS SQUARE FOOTAGE OF PROPERTY	157,252SF
REQUIRED PARKING	45 SPACES FOR 9 SPORTS COURTS, 5 SPACES FOR 288 SF OFFICE / 3298SF STORAGE FOR 50 TOTAL SPACES
PARKING PROVIDED	147 EACH 10'X20' SPACES PROVIDED
CURRENT ZONING	C-2
PROPOSED ZONING	C-2 WITH SPECIFIC USE PERMIT FOR EXISTING COMMERCIAL AMUSEMENT CENTER INDOOR WITH ADDITION OF OFFICE/STORAGE BUILDING
HARD SURFACE SQUARE FEET	TOTAL 154,448 SF EXISTING
LANDSCAPED AREA SQUARE FEET	2,804 SF EXISTING
FLOOR TO AREA RATIO	0.183

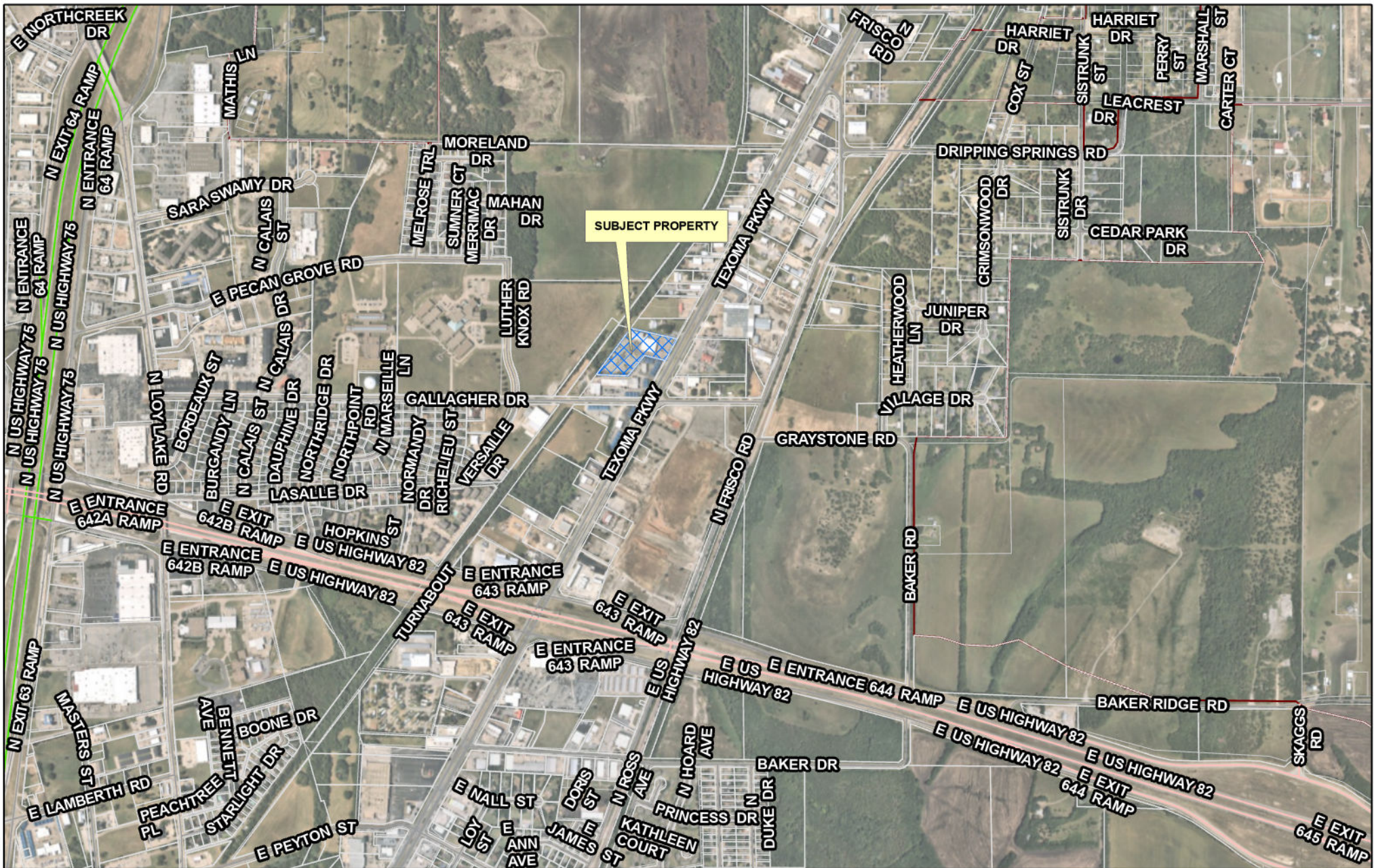
SITE PLAN LANDSCAPING PLAN & ELEVATIONS
SCALE: 1"= 30'-0"



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

NEW OFFICE STORAGE BUILDING
3400 N. TEXOMA PARKWAY
SHERMAN, TEXAS

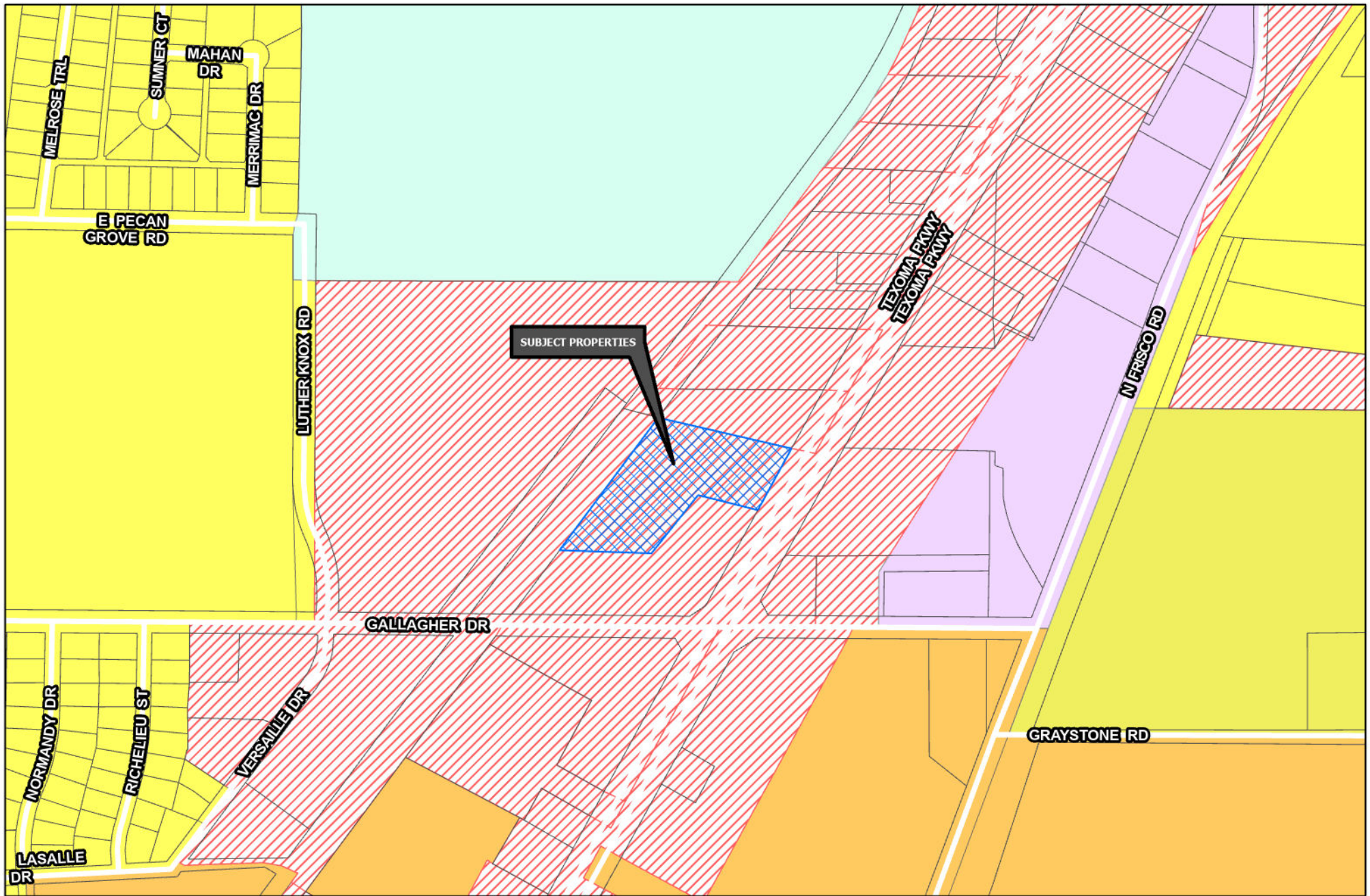
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City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
3400 TEXOMA PKWY



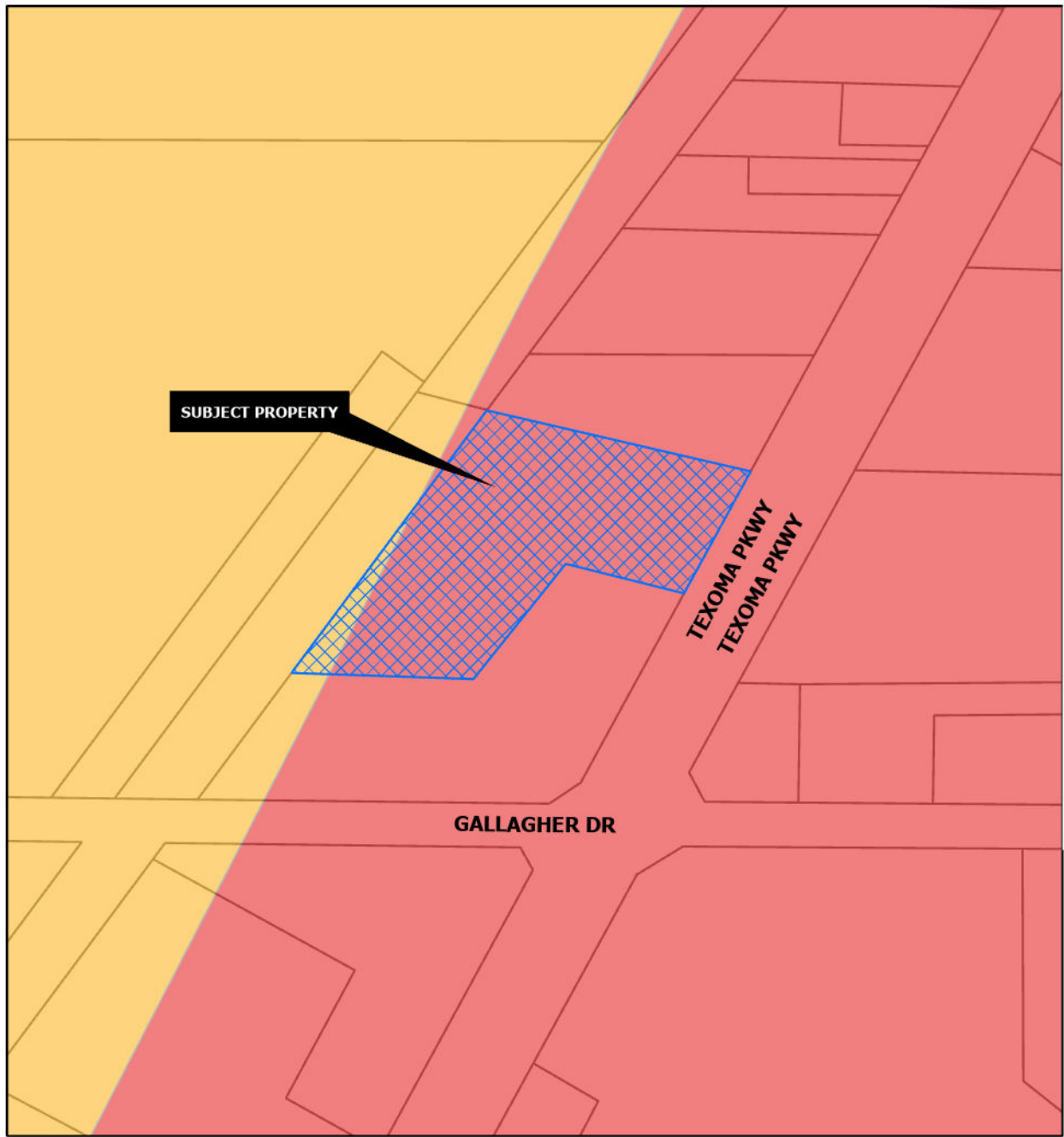


Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
3400 TEXOMA PKWY





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.



Development Services
Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
3400 TEXOMA PKWY





Add a Caption

Wednesday • Dec 27, 2023 • 1:51 PM [Adjust](#)

IMG_2283

Apple iPhone 13 Pro Max

HEIF

Wide Camera — 26 mm $f1.5$

12 MP • 4032 × 3024 • 3.9 MB

ISO50 | 26mm | 0ev | $f1.5$ | 1/3968s

[Add a location...](#)



Kent Hughlett, Architect, PLLC

177 Timberbrook Circle

Denison, Texas 75021

design and construction

972-743-8398

Project Narrative

3400 Texoma Parkway Office Storage Building

The current zoning for this site is C-2. We are requesting a Specific Use Permit for a revision to the existing SUP Site Plan. The existing use of the facility will remain as an indoor sport's complex with seven batting cage and two pitching cages in the existing building. We are adding a new building on the existing paved area with will contain two private offices and general storage.

We are also requesting a variance on the side and rear setback for the existing building. This request is for a side setback of 11' in lieu for the required 15' and a variance on the rear setback of 8' in lieu of 25'.

STAFF REVIEW LETTER

February 13, 2024

Sent via Email

Kent Hughlett
177 Timberbrook
Denison, TX 75021

Tony Alleman
6 Timbercreek Rd
Sherman, TX 75092

Dear Applicants,

The request of a Public Hearing, Specific Use Permit and Site Plan approval under Section 14.06.009 to allow Commercial amusement centers, indoor only and office/storage in a C-2 (Retail Business) District and repeal Ordinance No. 6553 located at 3400 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 (dillons@cityofsherman.com). (*Code of Ordinances Chapter 3.02(c)*)
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (Chapter 14, Exhibit A, Section 7, Subsection 10(b))
4. Parking shall be provided for one space per 200 square feet; a parking space is considered to be 9' x 20'. (Chapter 14, Exhibit A, Sec.8 (5)(a); Sec.7(10)(b)).
5. The trash dumpster will need to be located inside the main building area.
6. 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*)
7. 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*)
8. Impact fees will be required at the time of building permit application. (*Chapter 13, Article. 13.11*)
9. The property must be properly maintained in a state of good repair and neat appearance.
10. 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.
11. 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.
12. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009(a)(1)(C)*)
13. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director

of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.

14. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

15. Replatting of the property is required. *Code of Ordinances Chapter 10.02.002(a)(1); Texas Local Government Code Title 1, Sec. 212.004*
16. 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:

17. The property shall be developed and used in accordance with all City Ordinances and the Survey and Legal Description/Site Plan shown in **Exhibit A**.

City Council

18. 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 Dax Powell is the lessee of the Property.

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
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney
Dillon Stewart, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer



City Council Regular Meeting

Agenda Item No. F.4.

Meeting Date: 3/18/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Clint Philpott, Assistant City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6706

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 1.32 acres being Lots 1-8, Block 31, Replat of Southside Addition, City Of Sherman, Grayson County, Texas, Located In The 200 Block West Park Avenue, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-TH (Townhome Residential) District Zoning Classification, Ram Tatineni (Owner), Joe Sherwin (Representative) 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 1.32 acres of land located in the 200 Block West Park Avenue from an R-6 (Single Family Residential) District to R-TH (Townhome Residential) District.

Background:

The property is located in the 200 Block West Park Avenue between South Elm Street and South Crockett Street. The owner is requesting a Zone Change from an R-6 (Single Family Residential) District to R-TH (Townhome Residential) District.

The following has been approved for this location:

- 4/19/2022 - Zone change approval under Ordinance No. 2280, Section 12, from an M-1 (Light Manufacturing) District to an R-1 (One-Family Residential) District.

Origination:

Ram Tatineni (Owner)

Joe Sherwin (Representative)

Copley Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 20, 2024 regular meeting, the Planning and Zoning Commission voted 5/2 to recommend to 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. 6706
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Narrative
8. Site Plan
9. Comment Log

ORDINANCE NO. 6706

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 1.32 ACRES BEING LOTS 1-8, BLOCK 31, REPLAT OF SOUTHSIDE ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 200 BLOCK WEST PARK AVENUE, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-TH (TOWNHOME RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, RAM TATINENI (OWNER), JOE SHERWIN (REPRESENTATIVE) 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 in the 200 Block West Park Avenue, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-TH (Townhome 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 18th day of March 2024.

ADOPTED on this the 18th day of March 2024.

EFFECTIVE DATE on this the 18th day of March 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

CURVE TABLE				
CURVE	RADIUS	ARC	CHORD BEARING	CHORD
C1	5700.00'	142.68'	S 09°56'32" E	142.68'

CONTROL POINT # 1
1/2" STEEL ROD SET
N: 7276260.48
E: 2545374.50
Z: 688.63

CONTROL POINT # 2
1/2" STEEL ROD SET
N: 7276131.86
E: 2544959.99
Z: 682.17

CONTROL POINT #3
1/2" STEEL ROD FOUND
N: 7276000.45
E: 2545270.83
Z: 683.67

Tag	TRUNK	TYPE
T571	38"	OAK
T572	36"	OAK
T573	36"	OAK
T574	18"	CEDAR
T575	18"	HACKBERRY
T576	18"	PECAN
T577	24"	PECAN
T578	20"	CEDAR
T579	18"	PECAN
T580	24"	PECAN
T581	24"	PECAN
T582	24"	PECAN
T583	24"	PECAN
T584	36"	PECAN
T585	30"	HACKBERRY

NOTE:
16' ALLEY IS ACTUALLY
14.4' - 15.3'

LEGEND

●	1/2" STEEL ROD SET
⊙	1/2" STEEL ROD FOUND
■	ALUMINUM MONUMENT FOUND
PP	POWER POLE
MH	SEWER MANHOLE
FH	FIRE HYDRANT
WV	WATER VALVE
G	GAS MARKER
—	SIGN
---	BOUNDARY LINE
---	PROPERTY LINE
OHE	OVERHEAD ELEC.

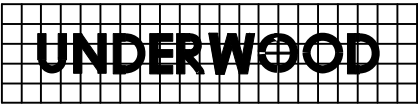
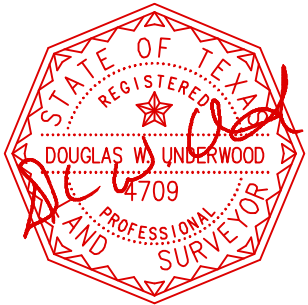
SCALE
1" = 50'

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

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

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

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All rights reserved.



DRAFTING & SURVEYING

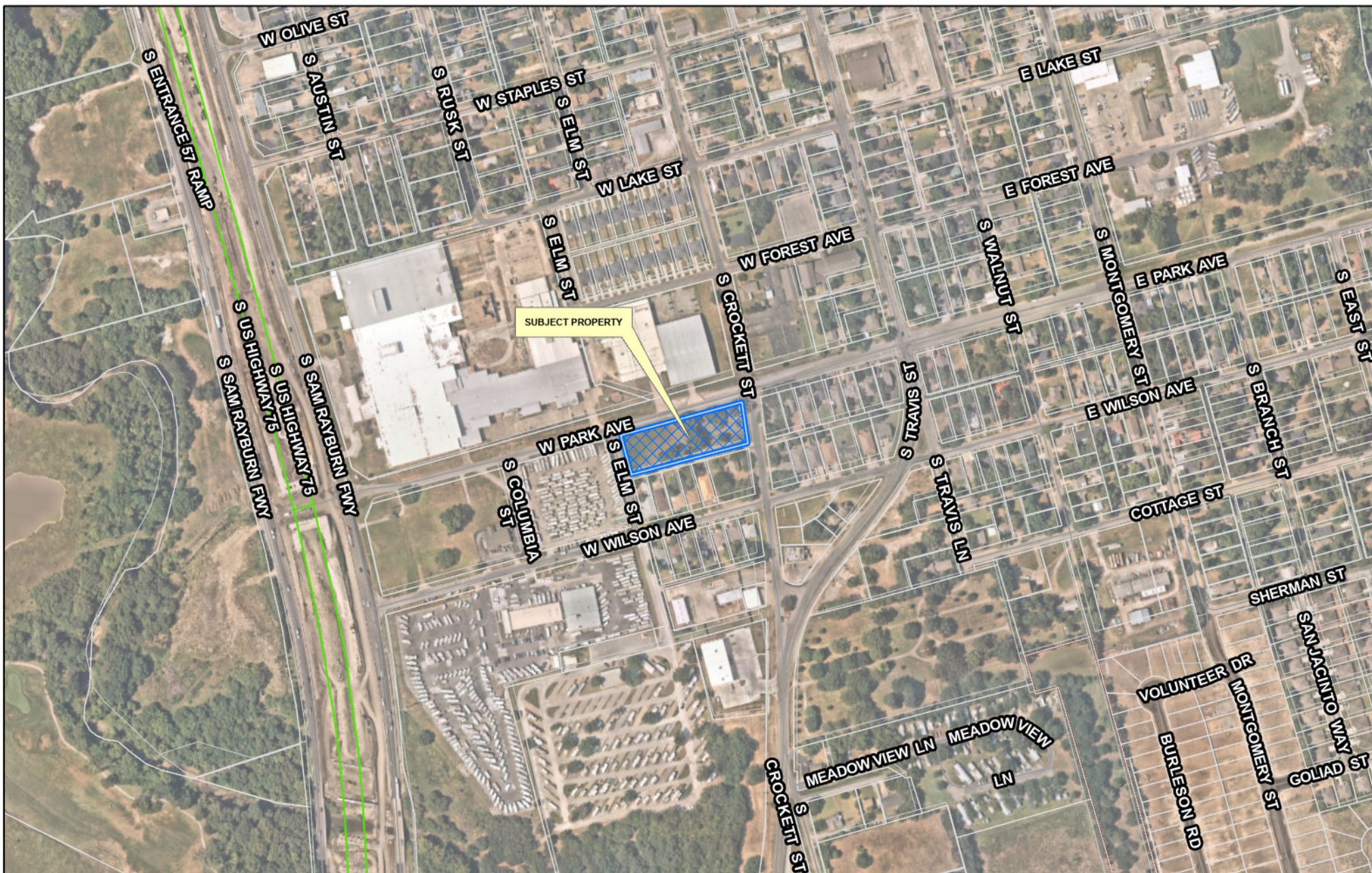
3404 INTERURBAN ROAD

DENISON, TEXAS 75021

TOPO & TREE SURVEY
BLOCK 31, LOTS 1-8
REPLAT OF SOUTHSIDE ADDITION
TBD WEST PARK AVENUE
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

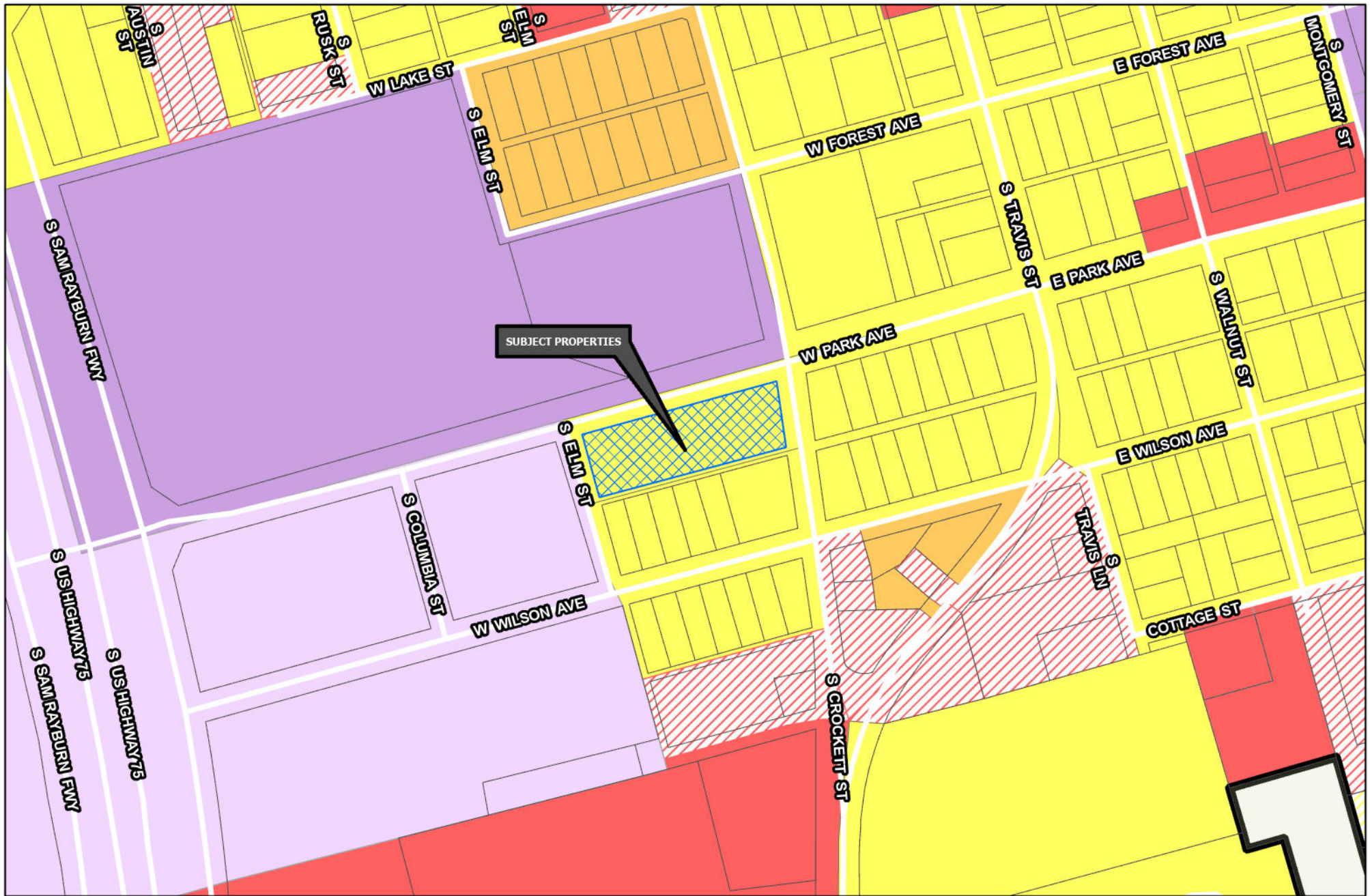
(903)465-2151

DATE OF SURVEY: 11/08/23



**CITY OF SHERMAN
LOCATION MAP
200 BLK W PARK AVE**





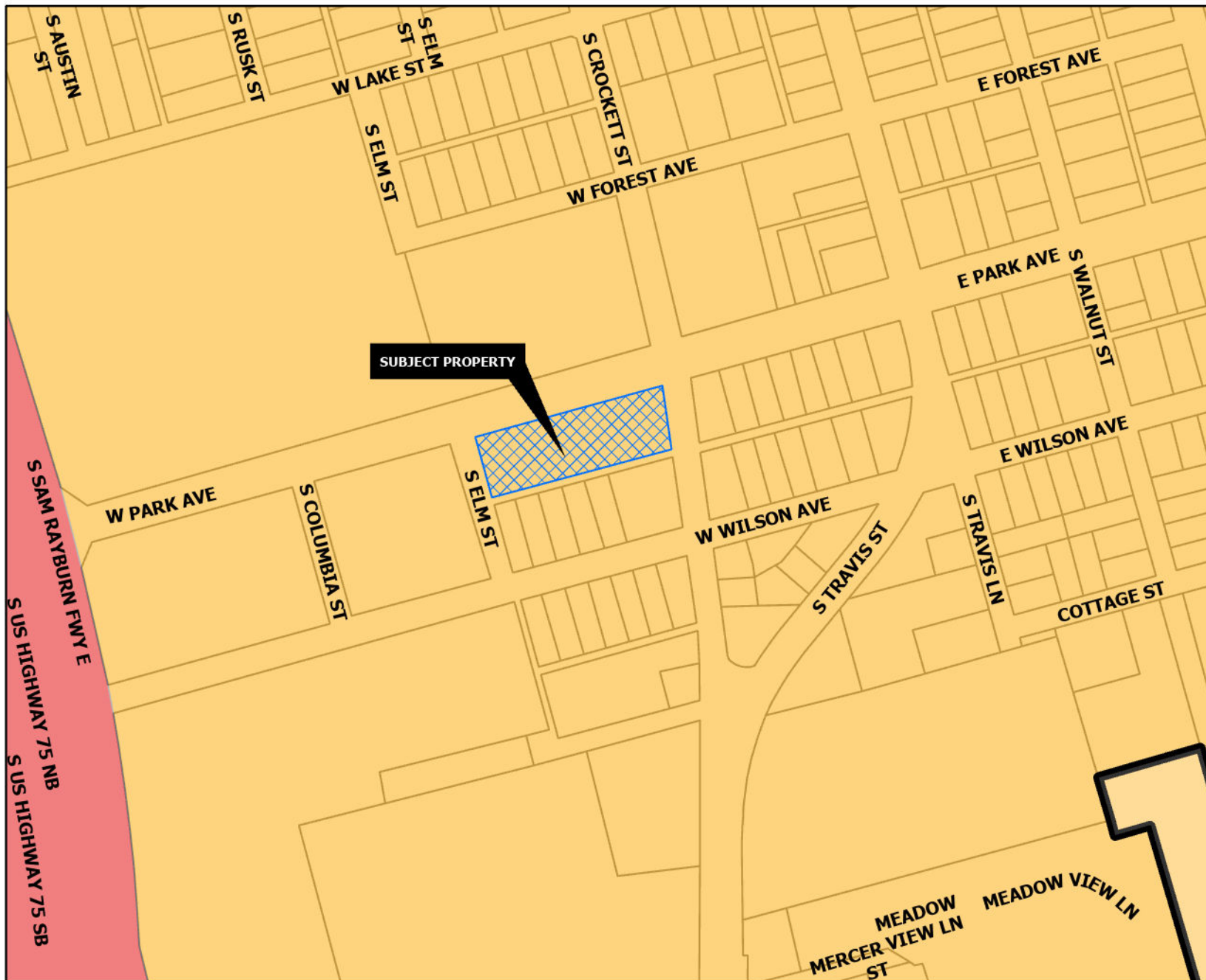
Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department

R-A Residential Agricultural	MF-15 Multi-Family Residential	M-1.5 Medium Manufacturing
R-E Estate Residential	MF-30 Multi-Family Residential	M-2 Heavy Manufacturing
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R-4 Patio Home Residential	C-1 Retail Business	
R-2F Duplex Residential	C-2 General Commercial	
R-TH Townhome Residential	M-1 Light Manufacturing	

CITY OF SHERMAN
ZONING MAP
200 BLK W PARK AVE





CORE NEIGHBORHOOD

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Development Services
Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
200 BLK W PARK AVE



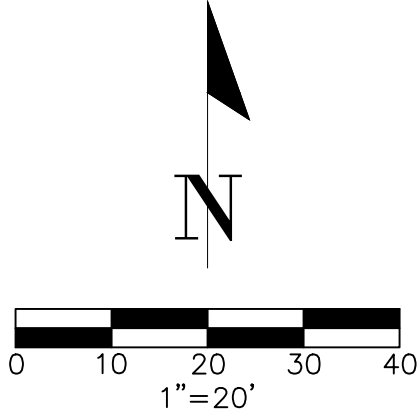
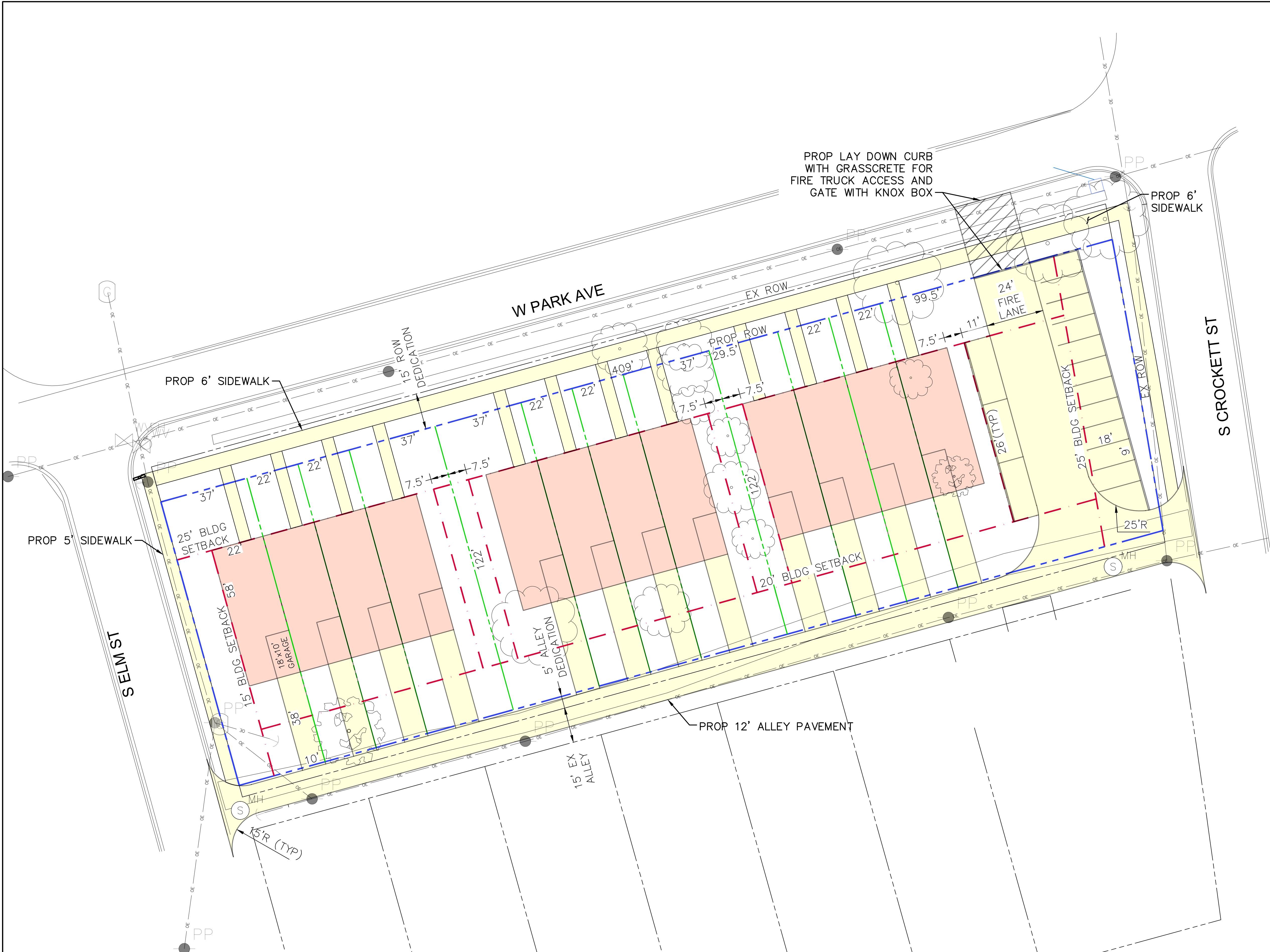


Feb 1, 2024 3:29:50 PM
221 West Wilson Avenue
Sherman
Grayson County
Texas

West Park Avenue Townhomes Project Narrative

This 1.32-acre project site is located on the south side of West Park Avenue, east of S. Elm Street and west S. Crockett Street(s) in the corporate limits of the City of Sherman. The tract is currently undeveloped and consists of eight (8) continuous lots zoned as R-6. City water and sanitary sewer services are available nearby.

The proposed project includes re-zoning and replatting the lots into 12 R-TH lots which brings them back into conformance with the City's Comprehensive Plan for this block. Street right-of-way dedication will be made for West Park Avenue with on-street parallel guest parking in a proposed widened street section. The Townhomes will be rear-facing and accessed from the 20ft alley parallel to West Park Avenue. The alley will be improved, and the City's water and sanitary sewer system will be extended/improved to serve these 12 lots. Sidewalks will be constructed at back-of-curb parallel to West Park Avenue (parallel parking) and serve the Townhomes with private walkways from the public sidewalk. Additional sidewalk and utility easements will be dedicated, as well.



NOVEMBER 2023

**W PARK AVE
TOWNHOME LAYOUT
1.32 AC
TOTAL LOTS: 12**

- FEATURES:**
- 3 BUILDINGS W/ 4 TOWNHOMES EACH
 - EACH TOWNHOME WILL BE 2-3 BEDROOMS
 - REAR GARAGE ACCESS
 - PARKING: 2 CAR DRIVEWAY PARKED IN TANDEM & SINGLE 10'x18' GARAGE.
 - 5' ALLEY ROW DEDICATION
 - FRONT SIDEWALK
 - 11 GUEST PARKING SPACES (9'x18' EA)
 - 3 PARALLEL GUEST PARKING (26'x10.5' EA)
- LEGEND:**
- ROW
 - SETBACK LINE
 - PROPERTY LINE
 - PROP CONCRETE

NOTES:

- IN RESPONSE TO THE FIRE SERVICE PLAN AND PROPOSED ELEVATIONS COMMENTS:

ENGINEER AND ARCHITECT WILL WORK TO INCORPORATE APPLICABLE REQUIREMENTS DURING DESIGN. START OF DESIGN IS PENDING APPROVAL OF THE ZONING CHANGE.



Client:

Ram Tatineni

Project:

Park Ave Townhomes

Document:

Site Plan for Zoning Change

Review Date:

1/24/2024 & 1/29/2024

Reviewer:

Kerri Turner

Project No.:

MJCE - 75090-2081

INSTRUCTIONS: Critical issues may have a significant impact on rework, schedule, cost or risk and require immediate resolution.

Comments						
Reviewer				Originator		
Cmnt #	Drawing No.	Reference Dwg, Spec, Page, Sec, Det, etc	Review Comments / Questions	Resolution / Response	Resolution	
					Date	Name
1	Site Plan	Site Plan	Elevations should be submitted for an R-TH (Townhome Residential) District	Civil plans have not been started - pending zoning change. Engineer will work with City staff to ensure civil design meets city standards.	2/2/2024	Tara Payne
2	Site Plan	Site Plan	15' building setback between building to follow and show Interior Side Setback (Sec. 14.02.010). Update Site Plan to show 7.5' setback on each interior Property Line for a total of 15'.	Thank you for clarification.	2/2/2025	Tara Payne
3	Site Plan	Site Plan	Show rear setback: 20' rear loaded garage (Sec. 14.02.010)	Revised.	2/2/2026	Tara Payne
4	Site Plan	Site Plan	Show floor area of each unit in tabulation. Total floor area of each dwelling shall not be less than 800 sq ft (Sec. 14.02.010). Tabulation must indicate number of bedrooms per unit & size of parking area for each unit. (Min. one (1) enclosed garage parking space in all residential zoned properties. Required one (1) parking space per bedroom, up to four (4) parking spaces provided behind the front property line, including garage parking).	House and driveway dimensions added to site layout. Each townhome will have 2 levels and have 2-3 bedrooms.	2/2/2027	Tara Payne
5	Site Plan	Site Plan	Off-street parking shall be prohibited from encroaching into the public right-of-way.	Revised.	2/2/2028	Tara Payne
6	Site Plan	Site Plan	Updated Building Setback along Elm to 15'	Revised.	2/2/2029	Tara Payne
7	N/A	Fire Service Plan	Townhomes with rear alley garage access, in addition to front identification, shall provide the numeric address near the garage door.	Note added to layout.	2/2/2030	Tara Payne
9	N/A	Fire Service Plan	If applicable, create and label the following on a Fire Services Site Plan Detail Requirements sheet: All Fire Lanes, Fire Lane Widths dimensioned, Fire Lane Turning Radius, Hydrants, All drive through & walk through gates, All K2 Knox Switches & Knox Box locations, notification of Building's Highest Peak Measurement	Engineer and architect will work to incorporate applicable requirements during design. Start of design is pending approval of zoning change.	2/2/2031	Tara Payne
8	N/A	Fire Service Plan	If applicable, hose lay should be measured from the centerline of the fire lane along an unobstructed level path, measuring 10ft in width.	Engineer and architect will work to incorporate applicable requirements during design. Start of design is pending approval of zoning change.	2/2/2032	Tara Payne
	N/A	Fire Service Plan	Additional if the building is equipped throughout with an approved automatic sprinkler system, show FDC Locations and Exterior Riser Room Door Locations	Engineer and architect will work to incorporate applicable requirements during design. Start of design is pending approval of zoning change.	2/2/2033	Tara Payne



City Council Regular Meeting

Agenda Item No. F.5.

Meeting Date: 3/18/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Clint Philpott, Assistant City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6707

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Being A Part Of The South One-Half of Lot 2, Block 2, G.W. Bond's Supplement No. 2, City Of Sherman, Grayson County, Texas, Located In The 700 Block North Branch Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-5 (Single Family Residential) District Zoning Classification, M & G Home Builders (Owner) and Rockstar Land Surveying, LLC (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 located in the 700 Block North Branch Street from an R-6 (Single Family Residential) District to R-5 (Single Family Residential) District.

Background:

The property is located in the 700 Block North Branch Street between East Brockett Street and East College Street. The owner is requesting a Zone Change from an R-6 (Single Family Residential) District to R-5 (Single Family Residential) District.

Origination:

M & G Home Builders (Owner)

Rockstar Land Surveying, LLC (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 20, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to 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. 6707
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Narrative

ORDINANCE NO. 6707

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 BEING A PART OF THE SOUTH ONE-HALF OF LOT 2, BLOCK 2, G.W. BOND'S SUPPLEMENT NO. 2, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 700 BLOCK NORTH BRANCH STREET, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-5 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, M & G HOME BUILDERS (OWNER) AND ROCKSTAR LAND SURVEYING, LLC (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located in the 700 Block North Branch Street, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-5 (Single Family 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 18th day of March 2024

ADOPTED on this the 18th day of March 2024

EFFECTIVE DATE on this the 18th day of March 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

SURVEY PLAT

PROPERTY DESCRIPTION

The South one-half (1/2) of Lot 2, Block 2, G.W. Bond's Supplement No. 2, an addition to City of Sherman, Grayson County, Texas, according to the map or plat thereof recorded in Volume M, Page 6, of the Deed Records, Grayson County, Texas.

ADDRESS: TBD North Branch Street, Sherman, Texas 75090

FLOOD NOTE

According to my interpretations of the Grayson County, Texas and Incorporated Areas, Flood Insurance Rate Map Number 48181C0290G, dated September 1, 2022, the subject property lies within flood Zone "X" and is not shown to be within a Special Flood Hazard Area. This statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This statement shall not create liability on the part of the surveyor.

NOTES

1. Directional Control shown hereon are based on NAD 83(2011), EPOCH 2010 tied to the Texas Coordinate System of 1983, North Central Zone (4202).
2. This survey was performed without the benefit of a current title commitment and might not portray exceptions that a current title commitment might reveal. No additional research of easements, restrictions or ordinances was performed by surveyor.

SURVEY ACCEPTANCE:

X _____

X _____

SURVEYOR'S CERTIFICATE

I hereby certify to Red River Title and M&G Homebuilders, LLC. that this plat represents the result of a survey made on the ground and is a true and accurate representation of the property shown hereon. There are no encroachments or protrusions except as shown hereon.

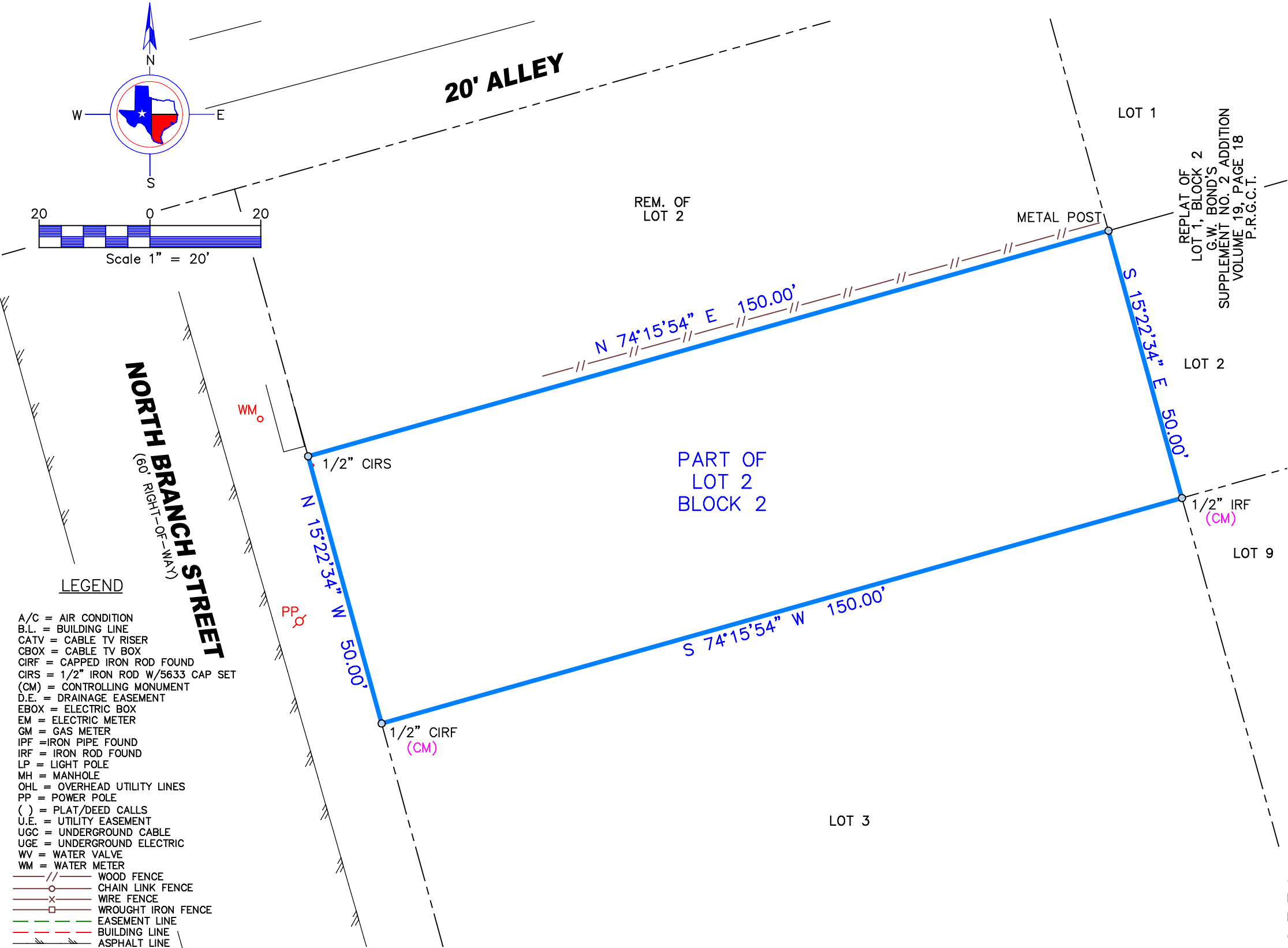
Todd Fincher



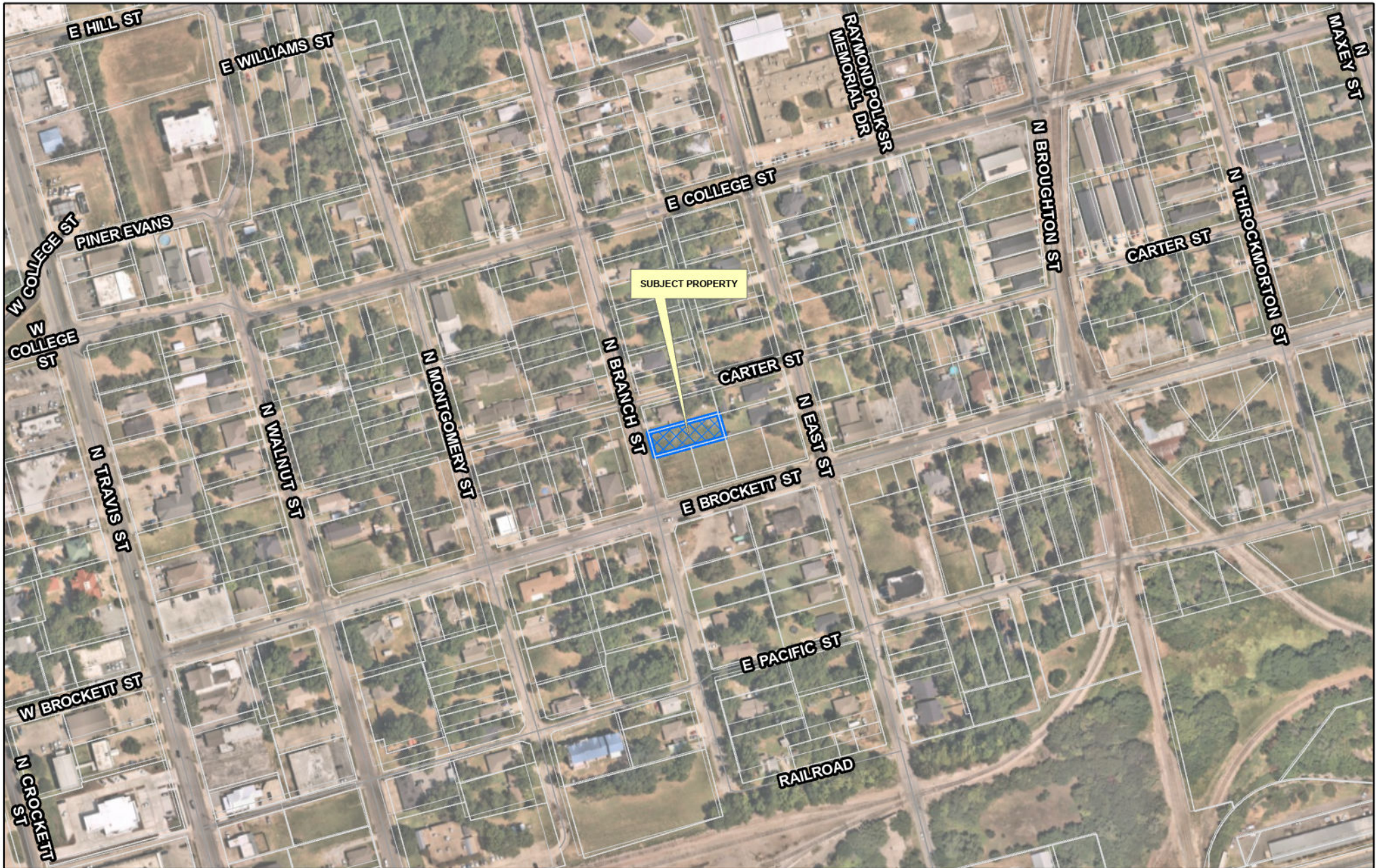
Todd Fincher, R.P.L.S. No. 5633
Signed: January 21, 2024.

JOB NO. 2401-1020
FIELDER R.H./K.W.
DRAFTED T.F.
CHECKED T.F.

ROCKSTAR LAND SURVEYING, LLC
PO BOX 954 TXBPLS FIRM NO. 10194763
Canton, Texas 75103 PHONE: 903-944-6397
www.texasrpls.com todd@texasrpls.com



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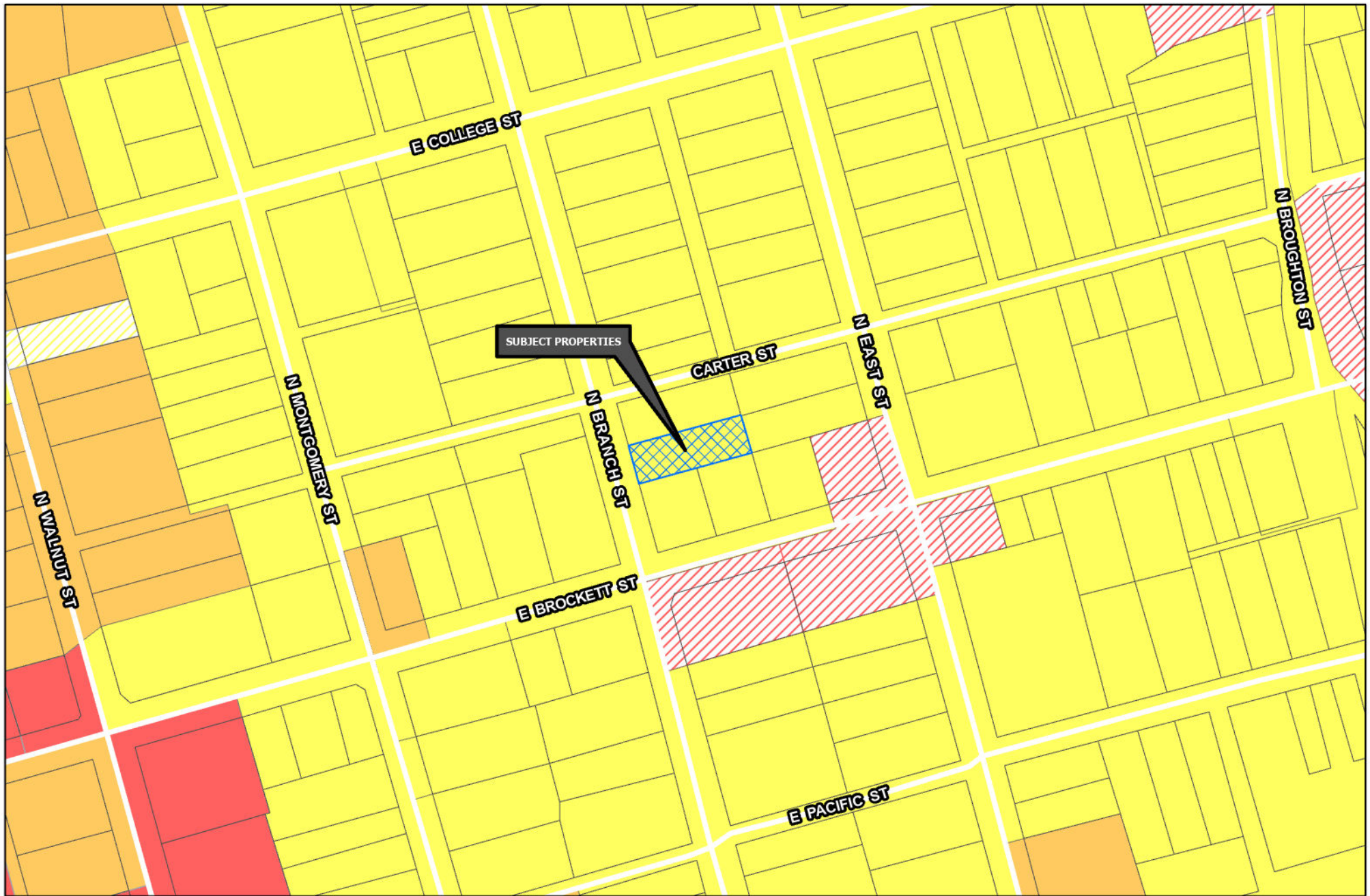


City of Sherman, Texas
Development Services Department

**CITY OF SHERMAN
LOCATION MAP
700 BLK N BRANCH ST**



Date: 1/16/2024 3:08 PM

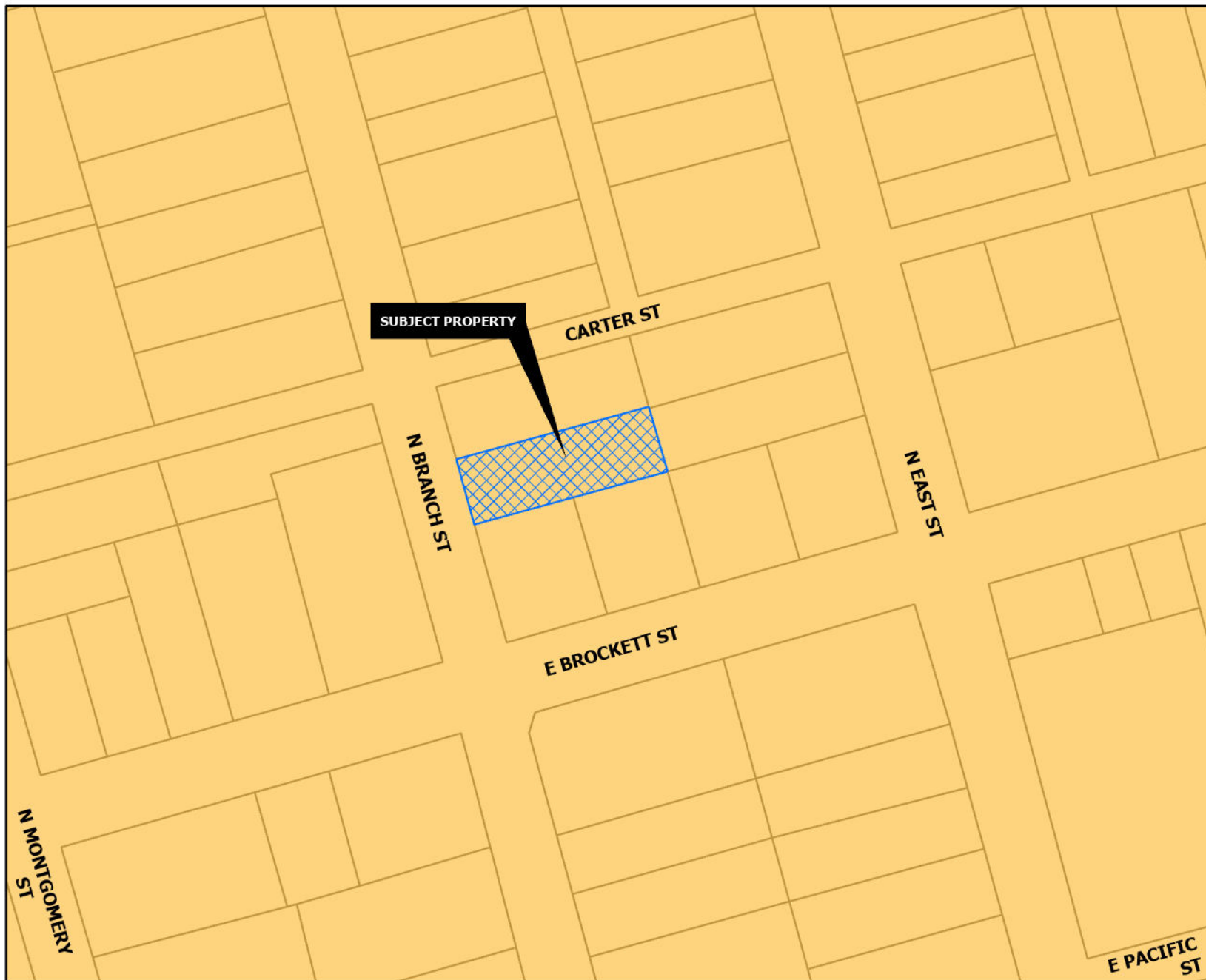


Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
700 BLK N BRANCH ST





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		Core Neighborhood		Technology Hub
	Airport		Downtown		Planning & Zoning
	City Parkland		Regional Commercial		
	Community Commercial		Suburban Neighborhood		

CITY OF SHERMAN
FUTURE LAND USE MAP
700 BLK N BRANCH ST





Narrative

The purpose of this zone change is to build a new residential structures on an existing tract of land. I would like to change the zoning to R-5. I plan to build a home with an attached garage on each tract.



City Council Regular Meeting

Agenda Item No. F.6.

Meeting Date: 3/18/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Clint Philpott, Assistant City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6708

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.172 acres being in the J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas, Located At 800 North Montgomery Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-5 (Single Family Residential) District Zoning Classification, M & G Home Builders (Owner) and Rockstar Land Surveying, LLC (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 0.172 acres of land located at 800 North Montgomery Street from an R-6 (Single Family Residential) District to R-5 (Single Family Residential) District.

Background:

The property is located at 800 North Montgomery Street between East Brockett Street and East College Street. The owner is requesting a Zone Change from an R-6 (Single Family Residential) District to R-5 (Single Family Residential) District.

Origination:

M & G Home Builders (Owner)

Rockstar Land Surveying, LLC (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the February 20, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to 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. 6708
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Narrative

ORDINANCE NO. 6708

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 0.172 ACRES BEING IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 800 NORTH MONTGOMERY STREET, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-5 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, M & G HOME BUILDERS (OWNER) AND ROCKSTAR LAND SURVEYING, LLC (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 800 North Montgomery Street, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-5 (Single Family 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 18th day of March 2024.

ADOPTED on this the 18th day of March 2024.

EFFECTIVE DATE on this the 18th day of March 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

SURVEY PLAT

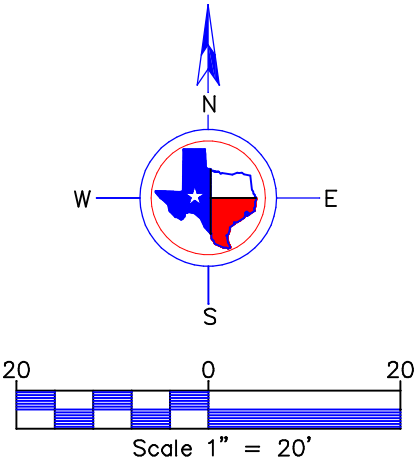
FLOOD NOTE

According to my interpretations of the Grayson County, Texas and Incorporated Areas, Flood Insurance Rate Map Number 48181C0290G, dated September 1, 2022, the subject property lies within flood Zone "X" and is not shown to be within a Special Flood Hazard Area. This statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This statement shall not create liability on the part of the surveyor.

PROPERTY DESCRIPTION

DESCRIPTION AS SHOWN HEREON.

ADDRESS: 612 N. Montgomery Street, Sherman, Texas 75090



MARTIN CHAVEZ VELETA, ET. UX.
VOL. 4856, PG. 806
D.R.G.C.T.

POINT OF BEGINNING

EXISTING BLDG.

SURVEYED
0.172 ACRES
(7,500 SQ. FT.)

ALLEY
UNIMPROVED

LEGEND

- A/C = AIR CONDITION
- B.L. = BUILDING LINE
- CIRF = CAPPED IRON ROD FOUND
- CIRS = 1/2" IRON ROD W/5633 CAP SET
- (CM) = CONTROLLING MONUMENT
- D.E. = DRAINAGE EASEMENT
- EM = ELECTRIC METER
- GM = GAS METER
- IPF = IRON PIPE FOUND
- IRF = IRON ROD FOUND
- LP = LIGHT POLE
- MH = MANHOLE
- OHL = OVERHEAD UTILITY LINES
- PP = POWER POLE
- () = PLAT/DEED CALLS
- U.E. = UTILITY EASEMENT
- WV = WATER VALVE
- WM = WATER METER
- /// = WOOD FENCE
- o- = CHAIN LINK FENCE
- x- = WIRE FENCE
- = WROUGHT IRON FENCE
- - - = EASEMENT LINE
- - - = BUILDING LINE
- == = ASPHALT LINE

PROPERTY DESCRIPTION

Being a tract or parcel of land lying and situated in the J.B. McNair Survey, Abstract No. 763, Grayson County, Texas, being all that certain called 50' x 150' tract of land described in a deed to M&G Homebuilders, LLC, as recorded in Instrument No. 2021-20409, Official Public Records, Records, Grayson County, Texas and being more particularly described as follows:

BEGINNING at a 1/2" capped iron rod stamped "RPLS 5633" set for corner in the west right-f-way line at the southeast corner of a tract of land described in a deed to Martin Chavez Veleta, Et. Ux., as recorded in Volume 4856, Page 806, Deed Records, Grayson County, Texas.

THENCE, South 15° 27' 43" East, along the along the west line of said N. Montgomery Street, a distance of 50.00 feet to a 1/2" capped iron rod stamped "RPLS 5633" set for corner in north line of an alley (unimproved)

THENCE, South 74° 42' 15" West, along the north line of said alley, a distance of 150.00 feet to a 1/2" capped iron rod stamped "RPLS 5633" set for corner at the southeast corner of a tract of land described as Corine Woodson Estate (No Recording Information found);

THENCE, North 15° 27' 43" West, along the east line of said Estate, a distance of 50.00 feet to a 1/2" capped iron rod stamped "RPLS 5633" set for corner at the southwest corner of said Veleta tract;

THENCE, North 74° 42' 15" East, along the south line of said Veleta tract, a distance of 150.00 feet to the POINT OF BEGINNING and containing 0.172 acres (7,500 square feet) of land.

NOTES

- Directional Control shown hereon are based on NAD 83(2011), EPOCH 2010 tied to the Texas Coordinate System of 1983, North Central Zone (4202).
- This survey was performed without the benefit of a current title commitment and might not portray exceptions that a current title commitment might reveal. No additional research of easements, restrictions or ordinances was performed by surveyor.

SURVEYOR'S CERTIFICATE

I hereby certify to M&G Homebuilders, LLC. that this plat represents the result of a survey made on the ground and is a true and accurate representation of the property shown hereon. There are no encroachments or protrusions except as shown hereon.

Todd Fincher

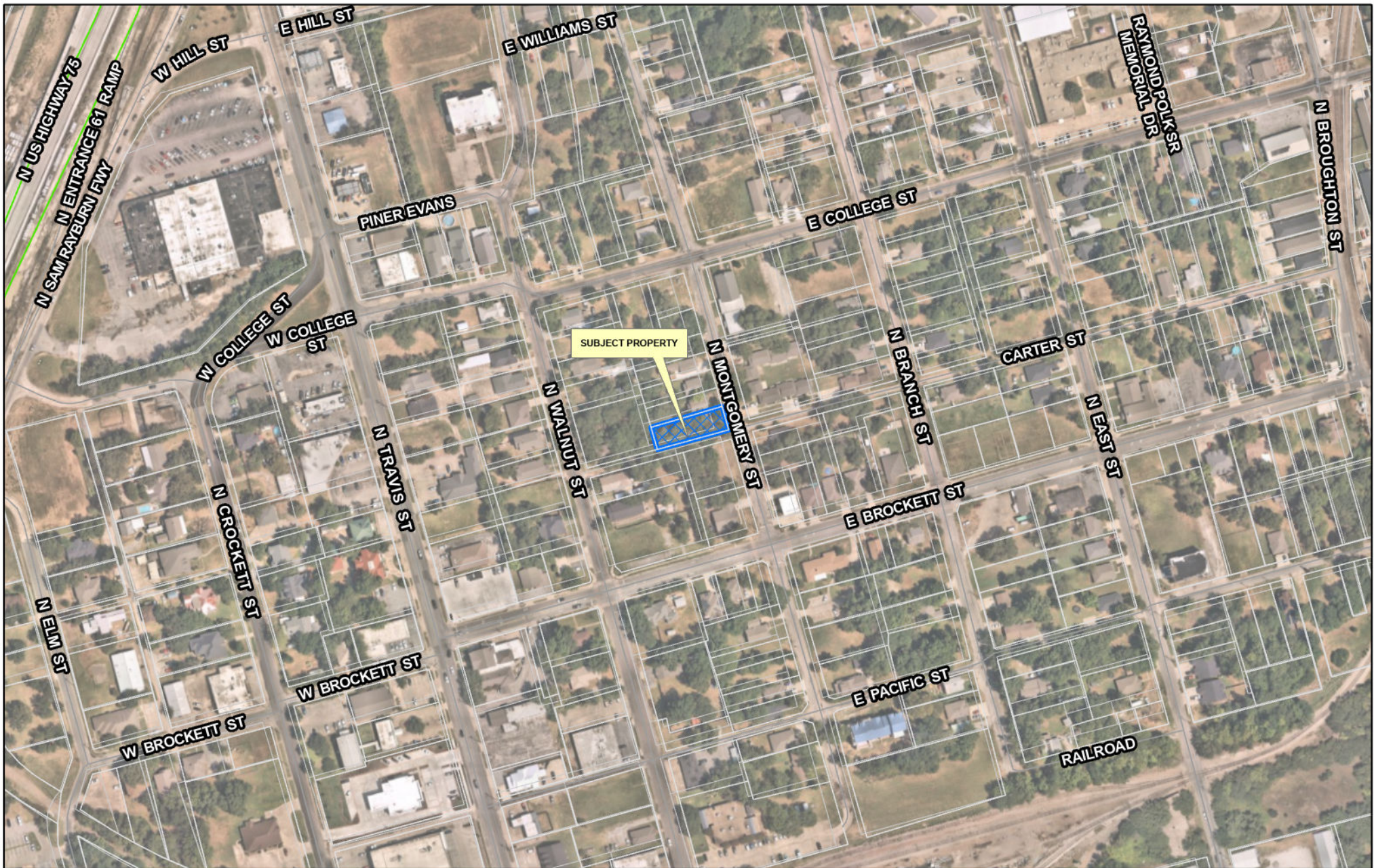
Todd Fincher, R.P.L.S. No. 5633
Signed: January 25, 2024.



JOB NO. 2401-1017
FIELDER C.M.
DRAFTED T.F.
CHECKED T.F.

ROCKSTAR LAND SURVEYING, LLC
PO BOX 954 TXBPLS FIRM NO. 10194763
Canton, Texas 75103 PHONE: 903-944-6397
www.texasrpls.com todd@texasrpls.com

diagrone H:\PLANNING\Public Notification KT.aprx

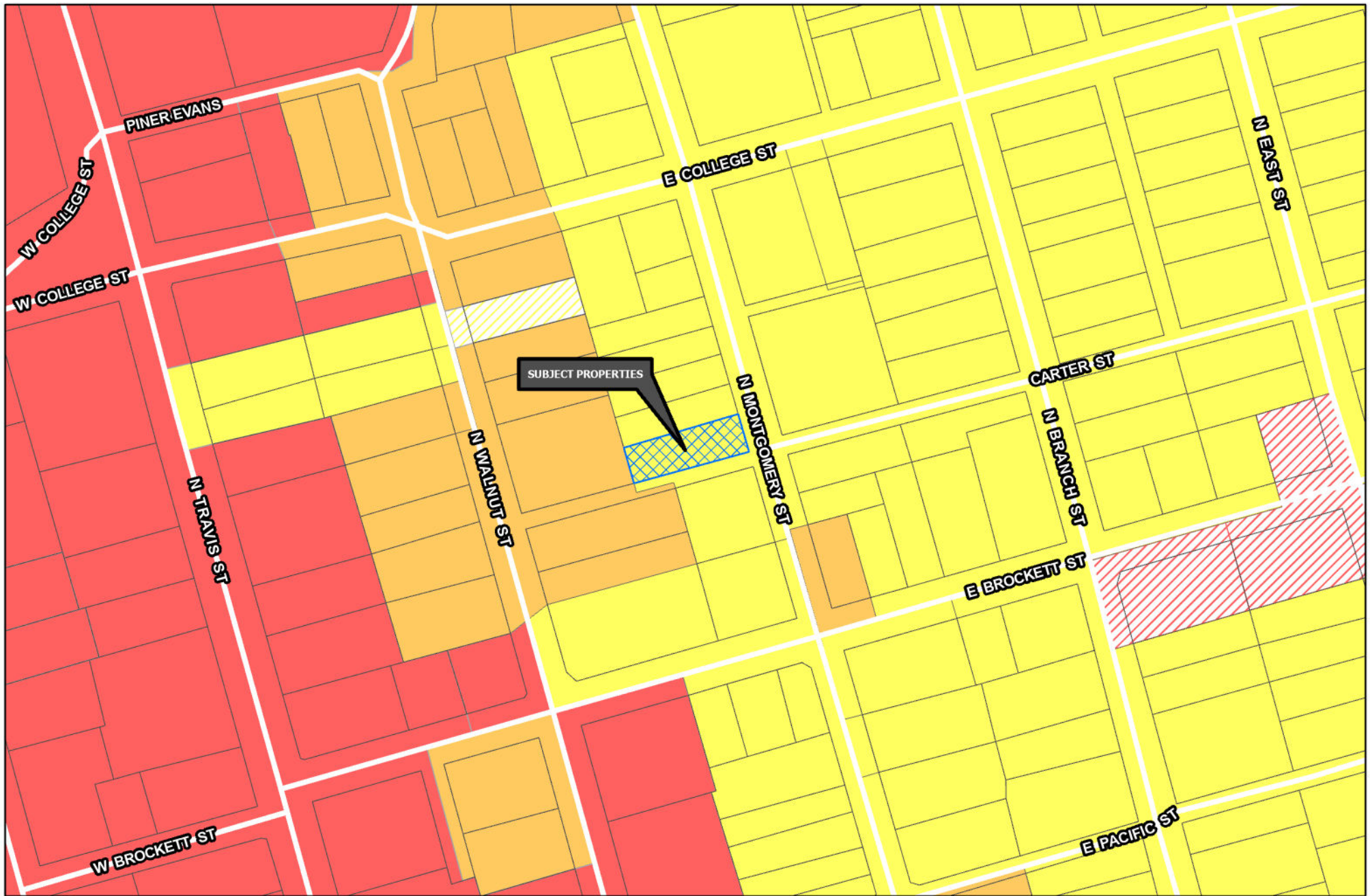


City of Sherman, Texas
Development Services Department

**CITY OF SHERMAN
LOCATION MAP
800 N MONTGOMERY ST**



Date: 1/16/2024 3:11 PM

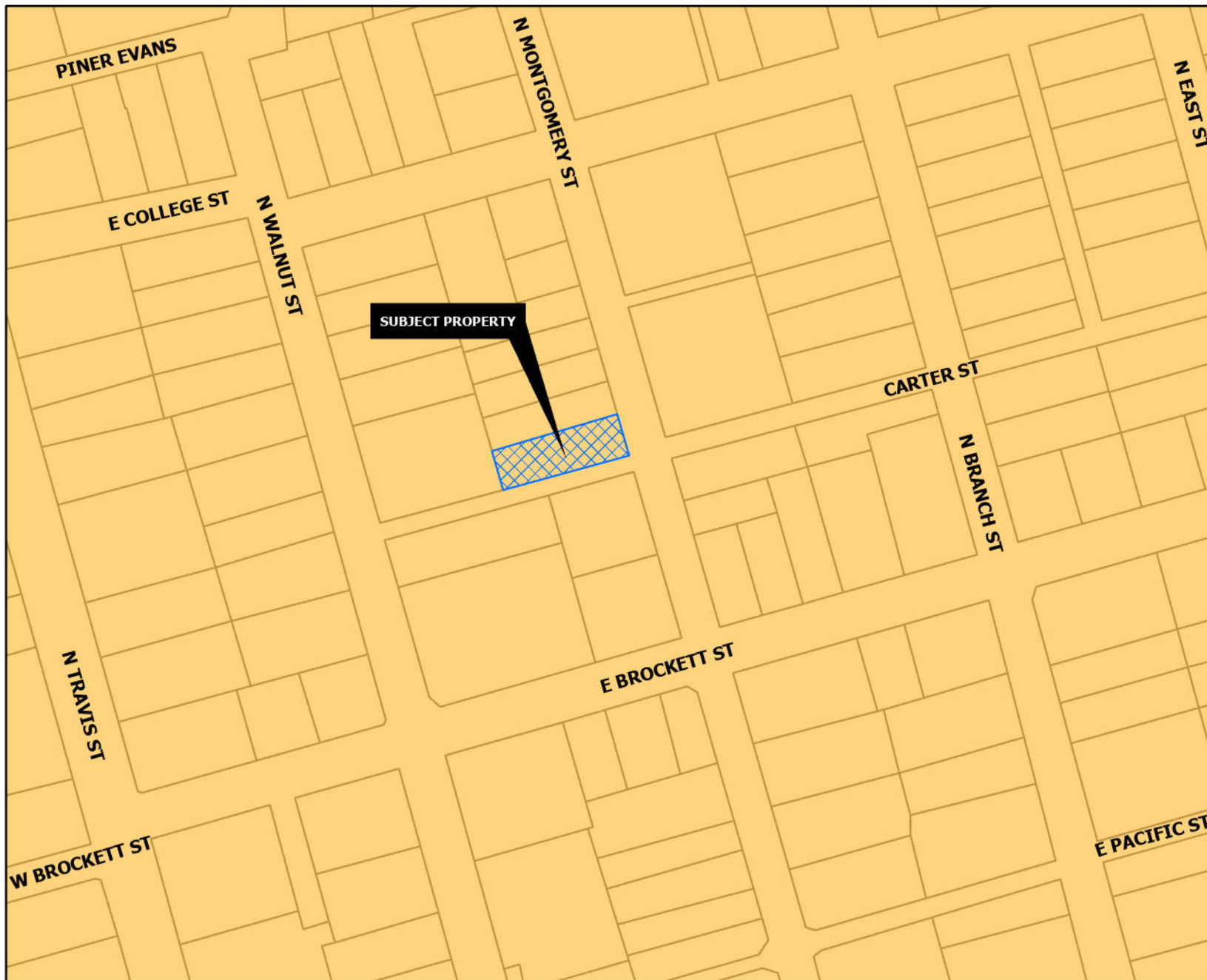


Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
800 N MONTGOMERY ST





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.



Development Services
Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
800 N MONTGOMERY ST





Narrative

The purpose of this zone change is to build a new residential structures on an existing tract of land. I would like to change the zoning to R-5. I plan to build a home with an attached garage on each tract.



City Council Regular Meeting

Agenda Item No. H.1.

Meeting Date: 3/18/2024

Prepared By: Kerri Turner, Planning Technician

Approved By: Clint Philpott, Assistant City Manager

Caption:

RESOLUTION NO. 7270

Renaming the Portion of Lamberth Road that Runs North and South to Friendship Road.

Issue:

To consider renaming the portion of Lamberth Road that runs north and south to Friendship Road.

Background:

Friendship Road is on the City of Sherman Master Thoroughfare Plan as a Minor Arterial (four lane divided) roadway that runs North and South from FM 902 to beyond Plainview Road. Lamberth Road is also planned to be a Minor Arterial roadway that runs East and West from Loy Lake Road to beyond Highway 289. Currently, Lamberth Road is being built and extended west of the portion of Lamberth Road that runs North and South, and the Friendship Road extension is currently being built to the south of Lamberth Road. This requires the portion of Lamberth Road that runs North and South to be renamed Friendship Road.

Origination:

Engineering Department

Financial Consideration:

N.A.

Staff Recommendation:

It is recommended that the renaming the portion of Lamberth Road that runs north and south to Friendship Road be approved.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7270
2. Exhibit A - Map

RESOLUTION NO. 7270

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RENAMING THE PORTION OF LAMBERTH ROAD THAT RUNS NORTH AND SOUTH TO FRIENDSHIP ROAD; 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 from and after the effective date of this resolution, street known as Lamberth Road that runs north and south will be renamed to Friendship Road, the location of which is shown on the attached Exhibit "A".

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 said 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 18th day of March 2024.

CITY OF SHERMAN, TEXAS

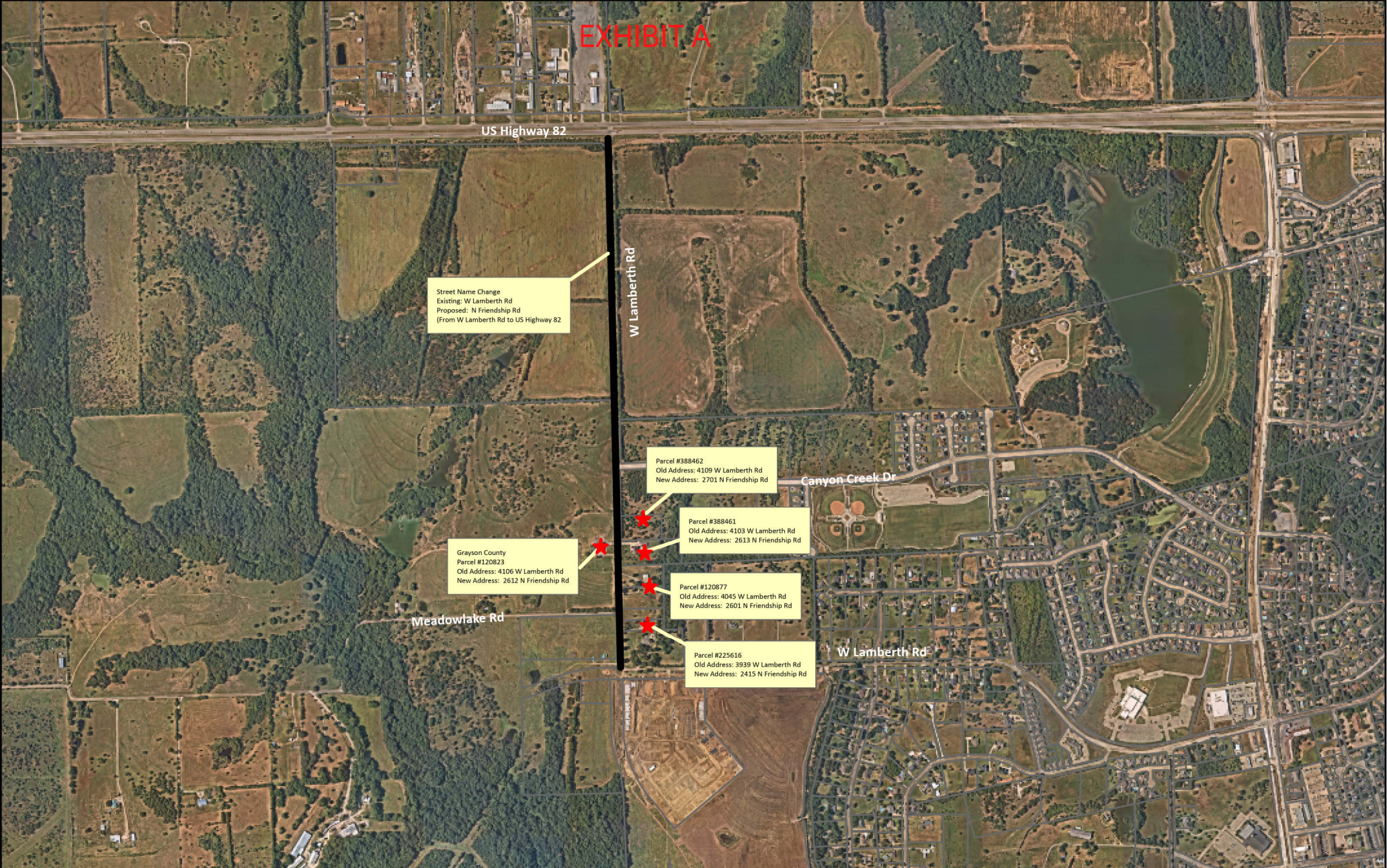
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

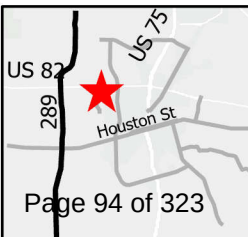
BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



CITY OF SHERMAN W Lamberth Rd Name Change (N Friendship Rd)





City Council Regular Meeting

Agenda Item No. H.2.

Meeting Date: 3/18/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Clint Philpott, Assistant City Manager

Caption:

RESOLUTION NO. 7271

Authorizing Execution of a Professional Services Agreement with RCLCO, Inc. for a 2024 Sherman Housing Study

Issue:

To consider a Professional Services Agreement with RCLCO, Inc. for a 2024 Sherman Housing Study

Background:

Since 2009, the City of Sherman has had 2,631 new single-family homes constructed. Of that total, 44% of the new homes constructed have been in the last 3 years. In addition, there are approximately 4,000 new single family lots that are either in engineering review, subdivision construction, or home building.

With the unprecedented growth that Sherman is experiencing, it is critical that the City examines its current housing inventory and assess the future housing needs for the city.

Staff has received a proposal from RCLCO, a real estate consulting firm, to assist in conducting a Housing Needs Assessment for the City of Sherman.

The scope of work proposed has three main elements: 1) City-Wide Housing Market Study, 2) Housing Needs Forecast and Product Opportunity, and 3) Housing Fiscal Impact Analysis.

The entire project is expected to take 8-9 weeks and has a fee of \$57,250.

Origination:

Development Services

Financial Consideration:

The total funding needed for this contract is \$57,250.

Staff Recommendation:

It is recommended that the professional services agreement with RCLCO, Inc. be approved.

Alternatives:

As may be directed by City Council.

Attachments:

1. Resolution No. 7271
2. Agreement
3. Executed_Agreement

RESOLUTION NO. 7271

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH RCLCO, INC. FOR THE 2024 SHERMAN HOUSING STUDY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with RCLCO, Inc. for the 2024 Sherman Housing Study, 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 18th day of March 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

**BY: _____
DAVID PLYLER, MAYOR**

**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**

**AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS
AND RCLCO, INC.
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into as of the 18th day of March, 2024, by and between the City of Sherman, Texas, a home-rule municipality ("City"), and RCLCO Inc., a Texas Corporation ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City desires to engage Consultant to provide professional services for the 2024 Sherman Housing Study ("Project"); and

WHEREAS, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1
CONSULTANT'S SERVICES**

- 1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto, and incorporated herein by reference for all purposes ("Scope of Services"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of written change orders, may be authorized from time to time by City ("Change Order(s)").
 - 1.2.1 **Requirement of Written Change Order** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Order by the Sherman City Manager will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed, written Change Order shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Change Order.
 - 1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN CHANGE ORDER ISSUED BY THE SHERMAN CITY MANAGER** – Project Managers, Superintendents and/or Inspectors of City are not authorized to issue verbal or written Change Orders.
- 1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Budget Summary, attached hereto as **Exhibit B**, and incorporated herein by reference for all purposes.

- 1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2 CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

- 2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.
- 2.2 **City Project Manager** – When necessary in City's sole discretion, City shall designate a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services. Consultant understands and agrees that the Project Manager and his or her authorized designee are not authorized to issue verbal or written Change Orders for "extra" work or "claims" invoiced as "extra" work.

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a lump-sum basis in an amount not to exceed Forty--Three Thousand and Five Hundred AND 00/100 Dollars (\$43,500.00); (b) for Special Services, on a lump-sum basis in an amount not to exceed Thirteen Thousand and Three Hundred Seventy-Five AND 00/100 DOLLARS (\$13,750.00) (collectively, "Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Budget Summary as set forth in Exhibit B.
- 3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in Exhibit C, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.
- 3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement. Consultant shall submit his findings in writing to City or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

- 3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be solely responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and for consulting with such agencies and utilities to obtain all necessary approvals and/or permissions. Consultant shall be responsible for preparation and timely submittal of documents required for review, approval and/or recording by such agencies and/or utilities. Consultant shall be solely responsible for making such changes in the construction documents (“Construction Documents”) as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to City.
- 3.1.4 **Substantial Compliance with Architectural Barriers Act** – Should the Project fall within the regulatory requirements of the Texas Architectural Barriers Act, Chapter 68 of the Texas Administrative Code, as it exists or may be amended (“Barriers Act”), as solely determined by City, Consultant shall comply with the Barriers Act. As part of the Scope of Services defined in this Agreement, it is the sole responsibility of Consultant to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve the design of the Project. Consultant shall consult with such authorities to obtain approval for the Project. As part of the Services provided under Consultant’s Fee, Consultant shall obtain the Notice of Substantial Compliance for the Project from the Texas Department of Licensing and Regulation (“TDLR”). Consultant shall, without additional compensation, immediately correct any errors, omissions, or deficiencies in the design services and/or construction documents identified by TDLR and/or a Registered Accessibility Specialist (“RAS”) at any phase of the Project, either by review of the Construction Documents or inspection of the Project at the commencement of construction, during the construction of the Project or at the completion of construction.
- 3.1.4.1 **Submission of Construction Documents to TDLR** – Consultant shall mail, ship, or hand-deliver the Construction Documents to TDLR not later than five (5) calendar days after Consultant issues the Construction Documents for the Project.
- 3.1.4.2 **Completion of Registration Form to TDLR** – Consultant shall complete an Elimination of Barriers Project Registration Form (“Form”) for each subject building or facility within the Scope of the Project and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after Consultant completes the submittal of the Construction Documents to TDLR.
- 3.1.4.3 **TDLR Approval of Construction Documents** – After review of the Construction Documents by TDLR, Consultant shall be notified in writing of the results; however, it is Consultant’s responsibility to obtain TDLR’s written comments. Consultant shall address all comments that prevent TDLR approval of the Construction Documents, including comments relating to conditional approval that must be addressed in the design and construction of the Project. Consultant shall resubmit Construction Documents to TDLR for review prior to the completion of construction of the Project.
- 3.1.4.4 **TDLR Project Inspection** – Consultant shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the Project. Consultant shall advise City in writing of the results of each Project inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the Project.
- 3.1.4.5 **Corrective Modifications following TDLR Project Inspection** – When corrective modifications to achieve substantial compliance are required, the

TDLR inspector or the RAS shall provide Consultant a list of deficiencies and a deadline for completing the modifications. Consultant shall provide City with this list within five (5) calendar days of receipt. It is the sole responsibility of Consultant to completely address the deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR. When the corrective measures have been completed, Consultant shall provide the TDLR (and/or the RAS who completed the inspection) and City with written verification of the corrective measures completed.

- 3.2 **Direct Expenses** – Direct Expenses (“Direct Expenses”) are included in Consultant’s Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant’s employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Budget Summary set forth in **Exhibit B**, and consistent with **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant’s subsequent payment for Services; provided, however, that this shall not be City’s sole and exclusive remedy for said over-payment.
- 3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in **Exhibit A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to the Contract on a cost not to exceed sum or hourly basis in accordance with this paragraph (“Additional Services”) and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:
- 3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit A**.
- 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant’s Fee and shall be based on direct billable labor rates and expenses.
- 3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant’s Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

Hourly Billable Rates by Position

<i>Name</i>	<i>Position</i>	<i>Hourly Rate</i>
Todd LaRue	Managing Director	\$500
Cameron Pawelek	Principal	\$380

TBD	Senior Associate/Vice President	\$200-\$260
TBD	Analyst/Associate	\$140-\$180

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of **Article 3.5** of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of **Article 3.6** of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter “D” of the TEX. GOV’T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project (“**Scope of the Project**”) or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant’s compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to

Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.
- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Insurance Requirements, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains

a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project's size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT'S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to City as indicated in Article 3.4 of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be included in the monthly invoices.

ARTICLE 7 AUDITS AND RECORDS/PROHIBITED INTEREST/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

Consultant agrees that it is aware of the prohibited interest requirement of the City Charter and will abide by the same. Further, a lawful representative of Consultant shall execute the Prohibited Interest Affidavit, attached hereto as **Exhibit F**, and incorporated herein by reference for all purposes, no later than the Effective Date of this Agreement. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV'T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Conflict-of-Interest Questionnaire, Form CIQ, attached hereto as **Exhibit G** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT/REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 of this Agreement and agrees to pay any costs over and above the fee which City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event, it may make good the deficiency in which the default consists and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

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

ARTICLE 9 DISPUTE RESOLUTION/MEDIATION

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

ARTICLE 10 INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY") FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES,

EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS “CONSULTANT” FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, “CLAIMS”). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM “CLAIMS” IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR’S OR EMPLOYEE’S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS’ COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (“JUDGMENT”), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY’S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY’S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT’S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT

IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

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

If to City, addressed to it at:

City of Sherman

Attention: Rob Rae, AICP
220 W. Mulberry Street
Sherman, Texas 75090

With a copy to:

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

If to Consultant, addressed to it at:

RCLCO
Attention: Cameron Pawelek
501 Congress Avenue, Suite 150
Austin, Texas 78701
Telephone: (512) 212-7198
Email: cpawelek@rclco.com

ARTICLE 12 MISCELLANEOUS

- 12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "G," all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or

modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

- 12.1.1 **Exhibit A**, Scope of Services.
- 12.1.2 **Exhibit B**, Project Budget Summary.
- 12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (CADD).
- 12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.
- 12.1.5 **Exhibit E**, Insurance Requirements.
- 12.1.6 **Exhibit F**, Prohibited Interest Affidavit.
- 12.1.7 **Exhibit G**, Conflict of Interest Questionnaire, Form CIQ.

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F** or **Exhibit G** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F**, **Exhibit G** or **Exhibit A** shall prevail in that order.

- 12.2 **Assignment and Subletting** – Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Consultant of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third-party billing.
- 12.3 **Attorney's Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees, and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.5 **Savings/Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
- 12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
- 12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the

individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

- 12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.11 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.12 **Immunity** – The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- 12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.
- 12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.16 **No Third-Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.
- 12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.
- 12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
- 12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners,

employees, and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.

- 12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.
- 12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.
- 12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's 2021-2022 fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2021-2022 fiscal year unless and until such funds are budgeted.
- 12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.
- 12.24 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.
- 12.25 **Reference to City** – When referring to "City," this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

CITY:

City of Sherman, Texas,
a Texas home-rule municipality

CONSULTANT:

a _____

By: _____
Robby Hefton, City Manager

By: _____

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorney

EXHIBIT A SCOPE OF SERVICES

STEP ONE: CITY-WIDE HOUSING MARKET STUDY

The initial step is the quantitative and qualitative information gathering and statistical modeling effort that will establish the state of Sherman's housing market. RCLCO will complete the following:

1. **Discovery & Kick-Off.** Conduct a kick-off meeting with the Client and relevant project team members to review the scope of work and methodology. Review the 2022 Comprehensive Plan and evaluate any necessary City or third-party data requirements to supplement the comprehensive plan and RCLCO's research.
2. **Socio-Economic & Demographic Analysis.**
 - a. Demographic data around the below factors including historical data, current information, and five, ten, and 15-year forecasts:
 - i. Population and household levels, growth trends, and projections
 - ii. Age and income distribution levels, growth trends, and dynamics
 - iii. Household size, character (singles, couples, single-parent households, couple with children, ages of children, etc.), life stage and other socio-demographic factors driving housing demand
 - iv. Housing tenure (renter versus owner) levels and trends
 - b. Economic data around the below factors including historical data, current information and five, ten, and 15-year forecasts:
 - i. Existing employment levels, growth trends and projections
 - ii. Economic base by industry including type of business, number employed, etc.
 - iii. Major employers
 - iv. Wage data and trends
 - v. Job growth projections, and known industrial/economic expansions, and wage (we will partially rely on the City for this information)
 - vi. Anticipated employment trends including employer expansions, contractions, plant openings and closings, etc. (we will partially rely on the City for this information)
 - vii. Commute patterns, including an assessment of how many workers commute to and from surrounding areas
 - viii. Housing costs as a percentage of income, and other measures of housing affordability or housing burden
3. **Housing Market Analysis.:**
 - a. The existing housing stock:
 - i. An assessment of the housing stock by tenure type, including rentals and ownership units
 - ii. An assessment of housing by type and density (single-family, multifamily, manufactured/modular)
 - iii. An assessment of housing stock by value/price and rent levels
 - iv. An assessment of age and obsolescence in the housing stock
 - v. Occupancy and housing turnover patterns
 - b. Housing performance data:

EXHIBIT A SCOPE OF SERVICES

- i. An analysis of the existing housing market including resales volume, time on market, historical price appreciation levels and so forth
 - ii. An assessment of the health of and trends in the rental housing market (occupancy and rent trends, absorption patterns, pipeline projects, etc.)
 - c. Housing production data:
 - i. An analysis of the permitting and construction activity that has occurred, including:
 - 1) Type and price/rent points
 - 2) Geographic location
 - 3) Builder activity
 - 4) Product success
4. **Housing Demand Forecast.** We will adapt and develop one of RCLCO's proprietary statistical demand forecasting models to generate the following:
- a. Net new go-forward housing (up to 15 years) demand by:
 - i. Tenure type
 - ii. Product type
 - iii. Target audience/customer – students, young professionals, family
 - iv. Price points, including affordable, workforce, market-rate
 - b. Quantify existing supply/demand balance or misalignment – current under supply or excess of supply of housing by:
 - i. Tenure type
 - ii. Product type
 - iii. Target audience/customer – students, young professionals, family
 - iv. Price points, including affordable, workforce, market-rate
5. **Meetings & Working Sessions:** Combined, Steps One and Two include: (1) virtual kick-off & discovery meeting, (1) in-person fieldwork / market visit, (1) virtual status update meeting, and (1) virtual key findings & working session. Any additional meetings or requested in-person meetings will be billed on a time and expense basis utilizing the hourly rates outlined in **Additional Services.**

STEP TWO: HOUSING NEEDS FORECAST AND PRODUCT OPPORTUNITIES

Based on the research and modeling effort above, we will understand the supply/demand alignment or misalignment and the future housing needs forecast, and will provide detailed guidance as to the volume, character and location of housing that the market will support in Sherman over the next five, ten, and 15 years.

1. **Viable Housing Typologies.** Outline the housing typologies that will be supportable in Sherman over this period, including:
- a. Target customer
 - b. Price points, including student, affordable, workforce, market-rate
 - c. Home sizes and prices
 - d. Density levels and typical builder program size

EXHIBIT A SCOPE OF SERVICES

2. **Affordable and Workforce Housing:** Compare demand for affordable and workforce housing by AMI category to existing supply by price range:
 - a. Qualify type, age, and location of units available to each of these income bands relative to likely need based on household composition.
 - b. Quantify the housing shortage or surplus as it exists for consumer groups or housing types/price points.
3. **Geographic Organization of New Housing Production.** For housing to be delivered efficiently it should take account of current employment and commute patterns, existing land and infrastructure, area desirability and so forth. We will:
 - a. Identify the three to five geographic nodes that are best suited to absorb a significant share of the above-described future production
 - b. Identify reasonable amenity additions or other improvements that might further enhance the residential desirability of those nodes

STEP THREE: ADDRESSING FISCAL IMPACT OF HOUSING (OPTIONAL)

Calculate probable asset values for the recommended product types and work with the City to determine the cost of servicing the various product types. The goal of the analysis is to understand the general net fiscal impact of each housing product and how the various typologies and development locations could impact the long-term fiscal sustainability of the City.

1. **Supportable Tax Revenue:** Leveraging the above analyses, estimate the likely supportable residential values for the various housing typologies. Calculate the estimated property taxes generated for a hypothetical residential development on a per unit and per acre basis.
2. **Cost of Service:** Review the latest City of Sherman FY budget and work with your team to estimate the distribution of costs between various users (employees, residents, etc.). This anal
3. **Net Fiscal Impact:** Estimate the net fiscal impact (tax revenue – estimated cost of service) by product type to help inform how various building typologies have differing impacts on the City budget.
4. **Meetings:** Step Three includes (1) virtual kick-off and discovery meeting, (1) virtual data and brainstorming discussion, and (1) virtual working session.

**EXHIBIT B
PROJECT BUDGET SUMMARY**

TASK	ESTIMATED FEE*	TIME REQUIRED**
STEP ONE: CITY-WIDE HOUSING MARKET STUDY	\$32,100	6 – 7 Weeks
STEP TWO: HOUSING NEEDS FORECAST AND PRODUCT OPPORTUNITIES	\$10,700	Concurrent
TRAVEL EXPENSES FOR STEP ONE & TWO	\$700	Concurrent
STEP THREE: ADDRESSING FISCAL IMPACT OF HOUSING (<i>Special Services</i>)	\$13,375	1 – 2 Weeks

*The professional fees include expenses such as data subscriptions and materials as well as out-of-pocket travel and reimbursable expenses for (1) market visit.

**We can generally begin new assignments within one to two weeks, so in total, we would be able to turn the final report around within approximately eight to nine total weeks from the date initiated.

EXHIBIT C

GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

1. Files shall be submitted in DWG/DXF format.
2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83.
3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.
4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.
5. The file shall contain required features for the project type as detailed below:
 - a. Pre-Construction/As-Built Plans and/or Record Documents:
 - i. Layers from Final Plat Requirements as Applicable to Project Type.
 - ii. Water Utility Features.
 - iii. Sanitary Sewer Features.
 - iv. Storm Sewer Features.
6. Each required feature group should be provided as a separate layer within the file.
7. Layer names should be representative of the information contained in the layer.
8. Line work should be continuous (e.g. no dashed lines in required layers) and complete (connecting lines should meet at corners) within the subdivision/project. Layers outside of project/subdivision boundary may be dashed in CAD data as required for Final Plats by Sherman Subdivision Ordinance Section 5.02.

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

I. **CONSULTANT'S RESPONSIBILITY**. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment(s) for services; however, this shall not be City's sole and exclusive remedy for said over-payment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.

C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date,

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.

- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

- A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

- A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.
- B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT E INSURANCE REQUIREMENTS

I. GENERAL INSURANCE REQUIREMENTS –

1. All policies shall name the City of Sherman, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.
2. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail.
3. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

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

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

IV. INSURANCE CHECKLIST – “X” means that the following coverage(s) is required for this Agreement.

Coverage Required		Limits
<u> X </u>	1. Worker’s Compensation & Employer’s Liability	▪ Statutory Limits of the State of Texas
<u> X </u>	2. General Liability	▪ Minimum \$1,000,000.00 each occurrence. ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	3. XCU Coverage	▪ Minimum \$1,000,000.00 each occurrence. ▪ Minimum \$2,000,000.00 in the aggregate.

EXHIBIT E INSURANCE REQUIREMENTS

-
- | | | | |
|--------------|-----|---|---|
| <u> X </u> | 4. | Professional Liability | <ul style="list-style-type: none">▪ Minimum \$ 1,000,000.00 each claim.▪ Minimum \$ 2,000,000.00 in the aggregate. |
| <hr/> | | | |
| ___ | 5. | Umbrella Coverage or Excess Liability Coverage | <ul style="list-style-type: none">▪ An amount of \$ 2,000,000.00. |
| <hr/> | | | |
| <u> X </u> | 6. | City and its officers, agents, representatives, and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess. | |
| <u> X </u> | 7. | General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance. | |
| <u> X </u> | 8. | Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates. | |
| <u> X </u> | 9. | Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s). | |
| <u> X </u> | 10. | The Certificate of Insurance must state the project title and bid number. | |
| ___ | 11. | Other Insurance Requirements (State Below): | |

THE STATE OF TEXAS § \$
THE COUNTY OF _____ § \$

I, _____, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- ☐ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- ☐ Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.
- ☐ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- ☐ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).
- ☐ A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.
- ☐ Other: _____.
- ☒ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the TEX. GOV'T CODE, is a member of a public body which took action on the agreement.

Signed this _____ day of _____, 2022.

Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared _____ and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 2022.

Notary Public in and for the State of Texas

**AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS
AND RCLCO, INC.
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into as of the 18th day of March, 2024, by and between the City of Sherman, Texas, a home-rule municipality ("City"), and RCLCO Inc., a Texas Corporation ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City desires to engage Consultant to provide professional services for the 2024 Sherman Housing Study ("Project"); and

WHEREAS, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1
CONSULTANT'S SERVICES**

- 1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto, and incorporated herein by reference for all purposes ("Scope of Services"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of written change orders, may be authorized from time to time by City ("Change Order(s)").
 - 1.2.1 **Requirement of Written Change Order** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Order by the Sherman City Manager will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed, written Change Order shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Change Order.
 - 1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN CHANGE ORDER ISSUED BY THE SHERMAN CITY MANAGER** – Project Managers, Superintendents and/or Inspectors of City are not authorized to issue verbal or written Change Orders.
- 1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Budget Summary, attached hereto as **Exhibit B**, and incorporated herein by reference for all purposes.

- 1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2 CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

- 2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.
- 2.2 **City Project Manager** – When necessary in City's sole discretion, City shall designate a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services. Consultant understands and agrees that the Project Manager and his or her authorized designee are not authorized to issue verbal or written Change Orders for "extra" work or "claims" invoiced as "extra" work.

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a lump-sum basis in an amount not to exceed Forty--Three Thousand and Five Hundred AND 00/100 Dollars (\$43,500.00); (b) for Special Services, on a lump-sum basis in an amount not to exceed Thirteen Thousand and Three Hundred Seventy-Five AND 00/100 DOLLARS (\$13,750.00) (collectively, "Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Budget Summary as set forth in Exhibit B.
- 3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in Exhibit C, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.
- 3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement. Consultant shall submit his findings in writing to City or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

- 3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be solely responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and for consulting with such agencies and utilities to obtain all necessary approvals and/or permissions. Consultant shall be responsible for preparation and timely submittal of documents required for review, approval and/or recording by such agencies and/or utilities. Consultant shall be solely responsible for making such changes in the construction documents (“Construction Documents”) as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to City.
- 3.1.4 **Substantial Compliance with Architectural Barriers Act** – Should the Project fall within the regulatory requirements of the Texas Architectural Barriers Act, Chapter 68 of the Texas Administrative Code, as it exists or may be amended (“Barriers Act”), as solely determined by City, Consultant shall comply with the Barriers Act. As part of the Scope of Services defined in this Agreement, it is the sole responsibility of Consultant to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve the design of the Project. Consultant shall consult with such authorities to obtain approval for the Project. As part of the Services provided under Consultant’s Fee, Consultant shall obtain the Notice of Substantial Compliance for the Project from the Texas Department of Licensing and Regulation (“TDLR”). Consultant shall, without additional compensation, immediately correct any errors, omissions, or deficiencies in the design services and/or construction documents identified by TDLR and/or a Registered Accessibility Specialist (“RAS”) at any phase of the Project, either by review of the Construction Documents or inspection of the Project at the commencement of construction, during the construction of the Project or at the completion of construction.
- 3.1.4.1 **Submission of Construction Documents to TDLR** – Consultant shall mail, ship, or hand-deliver the Construction Documents to TDLR not later than five (5) calendar days after Consultant issues the Construction Documents for the Project.
- 3.1.4.2 **Completion of Registration Form to TDLR** – Consultant shall complete an Elimination of Barriers Project Registration Form (“Form”) for each subject building or facility within the Scope of the Project and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after Consultant completes the submittal of the Construction Documents to TDLR.
- 3.1.4.3 **TDLR Approval of Construction Documents** – After review of the Construction Documents by TDLR, Consultant shall be notified in writing of the results; however, it is Consultant’s responsibility to obtain TDLR’s written comments. Consultant shall address all comments that prevent TDLR approval of the Construction Documents, including comments relating to conditional approval that must be addressed in the design and construction of the Project. Consultant shall resubmit Construction Documents to TDLR for review prior to the completion of construction of the Project.
- 3.1.4.4 **TDLR Project Inspection** – Consultant shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the Project. Consultant shall advise City in writing of the results of each Project inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the Project.
- 3.1.4.5 **Corrective Modifications following TDLR Project Inspection** – When corrective modifications to achieve substantial compliance are required, the

TDLR inspector or the RAS shall provide Consultant a list of deficiencies and a deadline for completing the modifications. Consultant shall provide City with this list within five (5) calendar days of receipt. It is the sole responsibility of Consultant to completely address the deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR. When the corrective measures have been completed, Consultant shall provide the TDLR (and/or the RAS who completed the inspection) and City with written verification of the corrective measures completed.

- 3.2 **Direct Expenses** – Direct Expenses (“Direct Expenses”) are included in Consultant’s Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant’s employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Budget Summary set forth in **Exhibit B**, and consistent with **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant’s subsequent payment for Services; provided, however, that this shall not be City’s sole and exclusive remedy for said over-payment.
- 3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in **Exhibit A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to the Contract on a cost not to exceed sum or hourly basis in accordance with this paragraph (“Additional Services”) and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:
- 3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit A**.
 - 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
 - 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
 - 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
 - 3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant’s Fee and shall be based on direct billable labor rates and expenses.
 - 3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant’s Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

Hourly Billable Rates by Position

<i>Name</i>	<i>Position</i>	<i>Hourly Rate</i>
Todd LaRue	Managing Director	\$500
Cameron Pawelek	Principal	\$380

TBD	Senior Associate/Vice President	\$200-\$260
TBD	Analyst/Associate	\$140-\$180

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of **Article 3.5** of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of **Article 3.6** of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter “D” of the TEX. GOV’T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project (“**Scope of the Project**”) or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant’s compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to

Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.
- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Insurance Requirements, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains

a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project's size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT'S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to City as indicated in Article 3.4 of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be included in the monthly invoices.

ARTICLE 7 AUDITS AND RECORDS/PROHIBITED INTEREST/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

Consultant agrees that it is aware of the prohibited interest requirement of the City Charter and will abide by the same. Further, a lawful representative of Consultant shall execute the Prohibited Interest Affidavit, attached hereto as **Exhibit F**, and incorporated herein by reference for all purposes, no later than the Effective Date of this Agreement. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV'T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Conflict-of-Interest Questionnaire, Form CIQ, attached hereto as **Exhibit G** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT/REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 of this Agreement and agrees to pay any costs over and above the fee which City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event, it may make good the deficiency in which the default consists and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

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

ARTICLE 9 DISPUTE RESOLUTION/MEDIATION

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

ARTICLE 10 INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY") FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES,

EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONSULTANT") FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT

IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

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

If to City, addressed to it at:

City of Sherman

Attention: Rob Rae, AICP
220 W. Mulberry Street
Sherman, Texas 75090

With a copy to:

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

If to Consultant, addressed to it at:

RCLCO
Attention: Cameron Pawelek
501 Congress Avenue, Suite 150
Austin, Texas 78701
Telephone: (512) 212-7198
Email: cpawelek@rclco.com

ARTICLE 12 MISCELLANEOUS

- 12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "G," all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or

modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 **Exhibit A**, Scope of Services.

12.1.2 **Exhibit B**, Project Budget Summary.

12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (CADD).

12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.5 **Exhibit E**, Insurance Requirements.

12.1.6 **Exhibit F**, Prohibited Interest Affidavit.

12.1.7 **Exhibit G**, Conflict of Interest Questionnaire, Form CIQ.

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F** or **Exhibit G** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F**, **Exhibit G** or **Exhibit A** shall prevail in that order.

- 12.2 **Assignment and Subletting** – Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Consultant of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third-party billing.
- 12.3 **Attorney's Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees, and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.5 **Savings/Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
- 12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
- 12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the

individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

- 12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.11 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.12 **Immunity** – The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- 12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.
- 12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.16 **No Third-Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.
- 12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.
- 12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
- 12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners,

employees, and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.

- 12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.
- 12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.
- 12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's 2021-2022 fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2021-2022 fiscal year unless and until such funds are budgeted.
- 12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.
- 12.24 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.
- 12.25 **Reference to City** – When referring to "City," this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

CITY:

City of Sherman, Texas,
a Texas home-rule municipality

CONSULTANT:

Robert Charles Lesser & Co., LLC
a Delaware Limited liability company

By: _____
Robby Hefton, City Manager

By: *Cameron Pawelek*
Cameron Pawelek, Principal

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorney

EXHIBIT A SCOPE OF SERVICES

STEP ONE: CITY-WIDE HOUSING MARKET STUDY

The initial step is the quantitative and qualitative information gathering and statistical modeling effort that will establish the state of Sherman's housing market. RCLCO will complete the following:

1. **Discovery & Kick-Off.** Conduct a kick-off meeting with the Client and relevant project team members to review the scope of work and methodology. Review the 2022 Comprehensive Plan and evaluate any necessary City or third-party data requirements to supplement the comprehensive plan and RCLCO's research.
2. **Socio-Economic & Demographic Analysis.**
 - a. Demographic data around the below factors including historical data, current information, and five, ten, and 15-year forecasts:
 - i. Population and household levels, growth trends, and projections
 - ii. Age and income distribution levels, growth trends, and dynamics
 - iii. Household size, character (singles, couples, single-parent households, couple with children, ages of children, etc.), life stage and other socio-demographic factors driving housing demand
 - iv. Housing tenure (renter versus owner) levels and trends
 - b. Economic data around the below factors including historical data, current information and five, ten, and 15-year forecasts:
 - i. Existing employment levels, growth trends and projections
 - ii. Economic base by industry including type of business, number employed, etc.
 - iii. Major employers
 - iv. Wage data and trends
 - v. Job growth projections, and known industrial/economic expansions, and wage (we will partially rely on the City for this information)
 - vi. Anticipated employment trends including employer expansions, contractions, plant openings and closings, etc. (we will partially rely on the City for this information)
 - vii. Commute patterns, including an assessment of how many workers commute to and from surrounding areas
 - viii. Housing costs as a percentage of income, and other measures of housing affordability or housing burden
3. **Housing Market Analysis.:**
 - a. The existing housing stock:
 - i. An assessment of the housing stock by tenure type, including rentals and ownership units
 - ii. An assessment of housing by type and density (single-family, multifamily, manufactured/modular)
 - iii. An assessment of housing stock by value/price and rent levels
 - iv. An assessment of age and obsolescence in the housing stock
 - v. Occupancy and housing turnover patterns
 - b. Housing performance data:

EXHIBIT A SCOPE OF SERVICES

- i. An analysis of the existing housing market including resales volume, time on market, historical price appreciation levels and so forth
 - ii. An assessment of the health of and trends in the rental housing market (occupancy and rent trends, absorption patterns, pipeline projects, etc.)
 - c. Housing production data:
 - i. An analysis of the permitting and construction activity that has occurred, including:
 - 1) Type and price/rent points
 - 2) Geographic location
 - 3) Builder activity
 - 4) Product success
4. **Housing Demand Forecast.** We will adapt and develop one of RCLCO's proprietary statistical demand forecasting models to generate the following:
- a. Net new go-forward housing (up to 15 years) demand by:
 - i. Tenure type
 - ii. Product type
 - iii. Target audience/customer – students, young professionals, family
 - iv. Price points, including affordable, workforce, market-rate
 - b. Quantify existing supply/demand balance or misalignment – current under supply or excess of supply of housing by:
 - i. Tenure type
 - ii. Product type
 - iii. Target audience/customer – students, young professionals, family
 - iv. Price points, including affordable, workforce, market-rate
5. **Meetings & Working Sessions:** Combined, Steps One and Two include: (1) virtual kick-off & discovery meeting, (1) in-person fieldwork / market visit, (1) virtual status update meeting, and (1) virtual key findings & working session. Any additional meetings or requested in-person meetings will be billed on a time and expense basis utilizing the hourly rates outlined in **Additional Services.**

STEP TWO: HOUSING NEEDS FORECAST AND PRODUCT OPPORTUNITIES

Based on the research and modeling effort above, we will understand the supply/demand alignment or misalignment and the future housing needs forecast, and will provide detailed guidance as to the volume, character and location of housing that the market will support in Sherman over the next five, ten, and 15 years.

1. **Viable Housing Typologies.** Outline the housing typologies that will be supportable in Sherman over this period, including:
- a. Target customer
 - b. Price points, including student, affordable, workforce, market-rate
 - c. Home sizes and prices
 - d. Density levels and typical builder program size

EXHIBIT A SCOPE OF SERVICES

2. **Affordable and Workforce Housing:** Compare demand for affordable and workforce housing by AMI category to existing supply by price range:
 - a. Qualify type, age, and location of units available to each of these income bands relative to likely need based on household composition.
 - b. Quantify the housing shortage or surplus as it exists for consumer groups or housing types/price points.
3. **Geographic Organization of New Housing Production.** For housing to be delivered efficiently it should take account of current employment and commute patterns, existing land and infrastructure, area desirability and so forth. We will:
 - a. Identify the three to five geographic nodes that are best suited to absorb a significant share of the above-described future production
 - b. Identify reasonable amenity additions or other improvements that might further enhance the residential desirability of those nodes

STEP THREE: ADDRESSING FISCAL IMPACT OF HOUSING (OPTIONAL)

Calculate probable asset values for the recommended product types and work with the City to determine the cost of servicing the various product types. The goal of the analysis is to understand the general net fiscal impact of each housing product and how the various typologies and development locations could impact the long-term fiscal sustainability of the City.

1. **Supportable Tax Revenue:** Leveraging the above analyses, estimate the likely supportable residential values for the various housing typologies. Calculate the estimated property taxes generated for a hypothetical residential development on a per unit and per acre basis.
2. **Cost of Service:** Review the latest City of Sherman FY budget and work with your team to estimate the distribution of costs between various users (employees, residents, etc.). This anal
3. **Net Fiscal Impact:** Estimate the net fiscal impact (tax revenue – estimated cost of service) by product type to help inform how various building typologies have differing impacts on the City budget.
4. **Meetings:** Step Three includes (1) virtual kick-off and discovery meeting, (1) virtual data and brainstorming discussion, and (1) virtual working session.

**EXHIBIT B
PROJECT BUDGET SUMMARY**

TASK	ESTIMATED FEE*	TIME REQUIRED**
STEP ONE: CITY-WIDE HOUSING MARKET STUDY	\$32,100	6 – 7 Weeks
STEP TWO: HOUSING NEEDS FORECAST AND PRODUCT OPPORTUNITIES	\$10,700	Concurrent
TRAVEL EXPENSES FOR STEP ONE & TWO	\$700	Concurrent
STEP THREE: ADDRESSING FISCAL IMPACT OF HOUSING (<i>Special Services</i>)	\$13,375	1 – 2 Weeks

*The professional fees include expenses such as data subscriptions and materials as well as out-of-pocket travel and reimbursable expenses for (1) market visit.

**We can generally begin new assignments within one to two weeks, so in total, we would be able to turn the final report around within approximately eight to nine total weeks from the date initiated.

EXHIBIT C

GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

1. Files shall be submitted in DWG/DXF format.
2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83.
3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.
4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.
5. The file shall contain required features for the project type as detailed below:
 - a. Pre-Construction/As-Built Plans and/or Record Documents:
 - i. Layers from Final Plat Requirements as Applicable to Project Type.
 - ii. Water Utility Features.
 - iii. Sanitary Sewer Features.
 - iv. Storm Sewer Features.
6. Each required feature group should be provided as a separate layer within the file.
7. Layer names should be representative of the information contained in the layer.
8. Line work should be continuous (e.g. no dashed lines in required layers) and complete (connecting lines should meet at corners) within the subdivision/project. Layers outside of project/subdivision boundary may be dashed in CAD data as required for Final Plats by Sherman Subdivision Ordinance Section 5.02.

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

I. **CONSULTANT'S RESPONSIBILITY**. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment(s) for services; however, this shall not be City's sole and exclusive remedy for said over-payment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.

C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date,

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.

- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

- A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

- A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.
- B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT E INSURANCE REQUIREMENTS

I. GENERAL INSURANCE REQUIREMENTS –

1. All policies shall name the City of Sherman, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.
2. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail.
3. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

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

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

IV. INSURANCE CHECKLIST – “X” means that the following coverage(s) is required for this Agreement.

Coverage Required		Limits
<u> X </u>	1. Worker’s Compensation & Employer’s Liability	▪ Statutory Limits of the State of Texas
<u> X </u>	2. General Liability	▪ Minimum \$1,000,000.00 each occurrence. ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	3. XCU Coverage	▪ Minimum \$1,000,000.00 each occurrence. ▪ Minimum \$2,000,000.00 in the aggregate.

EXHIBIT E INSURANCE REQUIREMENTS

-
- | | | | |
|--------------|-----|---|---|
| <u> X </u> | 4. | Professional Liability | <ul style="list-style-type: none">▪ Minimum \$ 1,000,000.00 each claim.▪ Minimum \$ 2,000,000.00 in the aggregate. |
| <hr/> | | | |
| ___ | 5. | Umbrella Coverage or Excess Liability Coverage | <ul style="list-style-type: none">▪ An amount of \$ 2,000,000.00. |
| <hr/> | | | |
| <u> X </u> | 6. | City and its officers, agents, representatives, and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess. | |
| <u> X </u> | 7. | General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance. | |
| <u> X </u> | 8. | Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates. | |
| <u> X </u> | 9. | Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s). | |
| <u> X </u> | 10. | The Certificate of Insurance must state the project title and bid number. | |
| ___ | 11. | Other Insurance Requirements (State Below): | |

THE STATE OF TEXAS §
THE COUNTY OF Travis

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the TEX. GOV'T CODE, is a member of a public body which took action on the agreement.

Signed this 11th day of March, 2024.

Cameron Pauwlek Principal

Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared _____ and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 2022.

Notary Public in and for the State of Texas

EXHIBIT G
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY
1 Name of vendor who has a business relationship with local governmental entity.	2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3 Name of local government officer about whom the information is being disclosed. _____ Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 _____ Signature of vendor doing business with the governmental entity _____ Date		



City Council Regular Meeting

Agenda Item No. H.3.

Meeting Date: 3/18/2024

Prepared By: Kim Hobbs, Quality Services Administrative Assistant

Approved By: Clint Philpott, Assistant City Manager

Caption:

RESOLUTION NO. 7272

Authorizing the Purchase of Walking Trail, Benches and Solar Lights from Hunter Knepshild of Texas, Inc for the Parks Maintenance Department Through BuyBoard

Issue:

Awarding to Bid for and Authorizing the Purchase of Walking Trail, Benches and Solar from Hunter Knepshild of Texas, Inc for the Parks Maintenance Department Through BuyBoard

Background:

Parks Maintenance requests this walking trail, benches, and solar lighting for the new Centennial Park on the 500 block of Hilre Drive. This park was opened in late summer of 2023 after the playground equipment was installed. The park still lacks the completion of the walking trail, benches, and solar lights. This purchase will allow for the total completion of the park.

Origination:

Sherman Park Maintance

Financial Consideration:

Total cost is \$82,310.80. This will be out of the 23-24 budget and purchased through BuyBoard #679-22. This money is budgeted and within the budget initially allocated for the Centennial Park project.

Staff Recommendation:

Staff recommends approval

Alternatives:

As directed by Council

Attachments:

1. Resolution No. 7272
2. Quote
3. Buyboard #679-22

RESOLUTION NO. 7272

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING PURCHASE OF WALKING TRAIL, BENCHES AND SOLAR LIGHTS FROM HUNTER KNEPSHIELD OF TEXAS, INC FOR THE PARKS MAINTENANCE 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.

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

SECTION 1. that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney for walking trails, benches, and solar lights in the amount of Eighty-Two Thousand Three Hundred Ten dollars and Eighty cents (\$82,310.80); Funds for this purchase are being committed out of the City of Sherman's fiscal year 2023-2024 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 18th day of March 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Hunter Kneppshield of Texas, Inc.

Quotation

www.hkparkandplay.com

P.O. Box 759 Van Alstyne, TX 75495

1.800.451.4138 * 972.867.5739 * Fax: 972.867.7250

DATE March 8, 2024

Quotation # 24-1853A

Bill To:
City of Sherman

Ship To:
Centennial Park

Sherman TX 75090

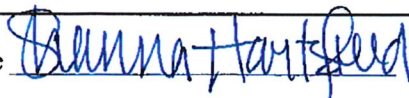
Quotation valid until: March 28, 2024

Prepared by: Shanna Hartsfield

Comments or special instructions: Buyboard #679-22

Quantity	Catalog #	Description	Unit	Extended
1	Walking Trail	Walking Trail (600' Length x 5' Width) and (6) Bench Pads	\$ 49,560.00	49,560.00
7	SL420410C120	ISSL Maxi Road Detect Co-NR 4000K RAL8019	2,275.00	15,925.00
		Solar Street Light - With Motion Sensor - Integrated LED Co-NR		-
		4000K - Casing Color Dark Bronze RAL8019 Lighting Profile C-X		-
7	DS340-300V17T	15' Valmont Direct Burial Pole - Round Steel - Bronze RAL8019	1,981.00	13,867.00
1	Installation	Installation of (7) Solar Lights and (7) SM Benches, (2) SM Tables	7,800.00	7,800.00
1	Discount	Buyboard Discount	(7,935.20)	(7,935.20)
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
Grading of Area, Concrete Curb and Drainage by Others			Sub TOTAL	\$ 79,216.80
			Freight	\$ 3,094.00
			Tax	
			TOTAL	\$ 82,310.80
If installation is required, the following will prevail. The customer is responsible for the offloading of equipment. The above quotation is based upon site access for heavy equipment and normal soil conditions of 2000 PSF. If during excavation of foundations necessary per manufacture specifications, condition exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock vegetation and/or any unforeseen hazards. There will be additional charges incurred to clear the area and/or the abutment hole so that installation can be completed. No soil tests, licenses or permits included. ***NOTE: IF APPLICABLE SALES TAX IS NOT INCLUDED. Copy of tax exempt certificate must accompany all exempt orders. Customer is responsible for paying applicable sales tax direct to their state, or submits copy of tax exempt certificate with order. ***TERMS: NET 30 DAYS (UPON APPROVED CREDIT). Service charge of 2% per month added to all costs, including attorney fees. Quote is valid for 30 days. THANK YOU FOR YOUR BUSINESS!				

Authorized Signature



Date: 3/8/24

Authorized Signature of Purchaser

Date: _____

The Local Government Purchasing Cooperative

For the Period 10/01/2022 to 09/30/2023

Final Catalog Award Report for Parks and Recreation Equipment, Products, and Installation Services 679-22

1. Discount (%) Off Catalog /Pricelist for **Park and Playground Equipment, Attachments, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
All Play, Inc.	2by2 Industries pricelist	12%	No
ExerPlay, Inc.	Action Play Systems pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	Action Play Systems pricelist	5%	No
Lea Park & Play, Inc.	Action Play Systems pricelist	11%	No
McKenna Contracting, Inc.	Action Play Systems pricelist	10%	No
Play RGV, LLC	Action Play Systems pricelist	5%	No
Whirlix Design, Inc.	Action Play Systems pricelist	5%	No
All Play, Inc.	All Play pricelist	0%	Yes
PlayPower LT Farmington, Inc.	All Play pricelist	0%	No
American Parks Company	American Parks Company pricelist	5%	Yes
Americana Outdoors, Inc.	Americana Outdoors pricelist	3%	No
Kraftsman Commercial Playgrounds and Water Parks	AquaKraft pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Athletic Connection pricelist	3%	Yes
Play RGV, LLC	Barks & Rec pricelist	5%	No
Child's Play, Inc.	BCI Burke pricelist	7%	No
Fun Abounds, Inc.	BCI Burke pricelist	7%	Yes
Berliner Seilfabrik Play Equipment Corporation	Berliner pricelist	4%	Yes
Fun Abounds, Inc.	Berliner pricelist	7%	Yes
Red River Recreation, LLC	Berliner pricelist	4%	Yes
SPEC Play	Berliner pricelist	7%	Yes
McKenna Contracting, Inc.	BigToys pricelist	15%	Yes
The Playground, Shade and Surfacing Depot	BigToys pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	BridgeKraft pricelist	5%	Yes
BSN Sports	BSN Equipment Catalog (8% to 18%)	8%	No
Superior Recreational Products	Child Works Catalog	12%	Yes

The Local Government Purchasing Cooperative

For the Period 10/01/2022 to 09/30/2023

Final Catalog Award Report for Parks and Recreation Equipment, Products, and Installation Services 679-22

1. Discount (%) Off Catalog /Pricelist for **Park and Playground Equipment, Attachments, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
All Play, Inc.	Childforms pricelist	7%	Yes
Riggs Recreation Equipment, Inc.	Childforms pricelist	8%	No
Soil Express	Childforms pricelist	8%	No
The Playground, Shade and Surfacing Depot	Childforms pricelist	5%	Yes
McKenna Contracting, Inc.	Childworks pricelist	10%	Yes
The Playground, Shade and Surfacing Depot	Childworks pricelist	5%	Yes
Park Place Recreation Design, Inc.	Climbinet-Elephant Play pricelist	5%	Yes
Community Playthings	Community Playthings pricelist	0%	Yes
Playground Solutions of Texas, Inc.	Cre8Play pricelist	10%	No
McKenna Contracting, Inc.	Discovery Playgrounds pricelist	10%	Yes
ExerPlay, Inc.	Doty & Sons pricelist	5%	Yes
DunRite Playgrounds	DunRite Playgrounds pricelist	10%	Yes
Child's Play, Inc.	Dynamo pricelist	7%	No
Dynamo Playgrounds	Dynamo pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Dynamo pricelist	5%	Yes
Lea Park & Play, Inc.	Dynamo pricelist	9%	Yes
Webuildfun, Inc.	Dynamo pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	DynaPlay/Pierceton Rubber pricelist	5%	Yes
Playground Solutions of Texas, Inc.	EarthScape pricelist	10%	Yes
Sport Pro Surfacing, LLC	Ecore pricelist	25%	No
The Edu-Source Corporation	Edu-Source Corporation pricelist	35%	No
Lea Park & Play, Inc.	ForeverLawn pricelist	9%	No
ExerPlay, Inc.	Freenotes Harmony Parks pricelist	5%	No
Lea Park & Play, Inc.	Freenotes Harmony Parks pricelist	11%	Yes
McKenna Contracting, Inc.	Freenotes Harmony Parks pricelist	15%	Yes
Fun Abounds, Inc.	Fun Abounds pricelist	7%	Yes

The Local Government Purchasing Cooperative

For the Period 10/01/2022 to 09/30/2023

Final Catalog Award Report for Parks and Recreation Equipment, Products, and Installation Services 679-22

1. Discount (%) Off Catalog /Pricelist for **Park and Playground Equipment, Attachments, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
GameTime	GameTime Master pricelist	24%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Gared pricelist	5%	No
Lea Park & Play, Inc.	Goric pricelist	6%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Greenfield Outdoor Fitness pricelist	7%	No
Superior Recreational Products	Grounds For Play Catalog	12%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Grounds for Play pricelist	10%	Yes
Gulf Coast Recreation	Gulf Coast Recreation Playground pricelist	15%	Yes
Red River Recreation, LLC	Henderson Playgrounds pricelist	5%	Yes
Fun Abounds, Inc.	ID Sculpture pricelist	7%	No
Kraftsman Commercial Playgrounds and Water Parks	ID Sculpture pricelist	5%	Yes
Lea Park & Play, Inc.	ID Sculpture pricelist	8%	Yes
Red River Recreation, LLC	ID Sculpture pricelist	5%	Yes
The Playground, Shade and Surfacing Depot	Infinity pricelist	5%	Yes
PTI Sports & Recreation Construction	Jambette pricelist	5%	Yes
All Play, Inc.	Jensen pricelist	11%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Jensen pricelist	3%	No
Lea Park & Play, Inc.	Jensen pricelist	12%	Yes
Playground Solutions of Texas, Inc.	Jensen pricelist	10%	No
PlayPower LT Farmington, Inc.	Jensen pricelist	11%	Yes
ExerPlay, Inc.	Kay Park pricelist	11%	No
Kraftsman Commercial Playgrounds and Water Parks	Kay Park pricelist	7%	No
Kraftsman Commercial Playgrounds and Water Parks	Kersplash pricelist	5%	Yes
Play RGV, LLC	KidsTale pricelist	5%	Yes
Playground Boss	KidsTale pricelist	10%	Yes
Play RGV, LLC	Kidstuff pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	KraftPlay pricelist	5%	Yes

The Local Government Purchasing Cooperative

For the Period 10/01/2022 to 09/30/2023

Final Catalog Award Report for Parks and Recreation Equipment, Products, and Installation Services 679-22

1. Discount (%) Off Catalog /Pricelist for **Park and Playground Equipment, Attachments, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Kraftsman Commercial Playgrounds and Water Parks	Kraftsman pricelist	5%	Yes
KYA Services, LLC	KYA pricelist	5%	No
ExerPlay, Inc.	Landscape Structures pricelist	5%	Yes
Lone Star Recreation	Landscape Structures pricelist	5%	Yes
Whirlix Design, Inc.	Landscape Structures pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	Lappset pricelist	2%	Yes
SPEC Play	Lappset pricelist	7%	No
PlayPower LT Farmington, Inc.	Lea Park & Play pricelist	0%	No
Lea Park & Play, Inc.	Lea Park & Play pricelist (0% to 5%)	0%	Yes
Lea Park & Play, Inc.	Little Tikes Commercial pricelist	3%	Yes
McKenna Contracting, Inc.	Meridian Playgrounds pricelist	10%	Yes
May Recreation Equip and Design, L.P.	Miracle Recreation pricelist	15%	Yes
Park Place Recreation Design, Inc.	Miracle Recreation pricelist	15%	Yes
Webuildfun, Inc.	Miracle Recreation pricelist	15%	Yes
T.F. Harper & Associates LP	Modern Shade pricelist	11%	No
Lea Park & Play, Inc.	Nature of Early Play pricelist	6%	Yes
McKenna Contracting, Inc.	Nature Rocks pricelist	15%	Yes
Play RGV, LLC	New Earth pricelist	5%	No
Webuildfun, Inc.	Norna pricelist	5%	Yes
All Play, Inc.	Outdoor Fit pricelist	3%	No
PlayPower LT Farmington, Inc.	Outdoor Fit pricelist	3%	No
The Playground, Shade and Surfacing Depot	P.D. pricelist (5% to 7%)	5%	Yes
Fun Abounds, Inc.	Pacific Outdoor Products pricelist	7%	Yes
Paradigm Contracting	Paradigm Contracting pricelist	8%	Yes
Fun Abounds, Inc.	Percussion Play pricelist	7%	No
All Play, Inc.	Pierceton Rubber Products pricelist	7%	No

The Local Government Purchasing Cooperative

For the Period 10/01/2022 to 09/30/2023

Final Catalog Award Report for Parks and Recreation Equipment, Products, and Installation Services 679-22

1. Discount (%) Off Catalog /Pricelist for **Park and Playground Equipment, Attachments, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Lea Park & Play, Inc.	Pierceton Rubber Products pricelist	8%	No
Heartland Park & Recreation, LLC	Play & Park Structures pricelist	5%	Yes
McKenna Contracting, Inc.	Play & Park Structures pricelist	15%	Yes
Play & Park Structures	Play & Park Structures pricelist	2%	No
Lea Park & Play, Inc.	Play Mart pricelist	3%	Yes
Play RGV, LLC	Play RGV pricelist	5%	No
The Playwell Group, Inc.	Playcraft Systems pricelist	5%	Yes
Play RGV, LLC	Playground Equipment pricelist	5%	Yes
Soil Express	Playground Inspections pricelist	8%	No
Soil Express	Playground Safety Maintenance pricelist	8%	No
Playground Solutions of Texas, Inc.	Playground Solutions of Texas pricelist	10%	No
All Play, Inc.	PlayPower LT Farmington pricelist	3%	No
PlayPower LT Farmington, Inc.	PlayPower LT Farmington pricelist	3%	No
Playground Solutions of Texas, Inc.	Playworld pricelist	10%	Yes
Play RGV, LLC	Premier Polysteel pricelist	5%	No
Pro-Techs Surfacing, LLC	Pro-Techs Surfacing pricelist	0%	No
PW Athletic	PW Athletic Products pricelist	3%	No
Kraftsman Commercial Playgrounds and Water Parks	RCP Shelter pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	Rhino Skate Parks pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	Robertsons TotTurf pricelist	5%	No
Play RGV, LLC	Rubber Recycle pricelist	5%	No
The Playground, Shade and Surfacing Depot	Scienceplaygrounds.com pricelist	5%	Yes
McKenna Contracting, Inc.	Snug Playgrounds pricelist	5%	Yes
Lea Park & Play, Inc.	Soft Play pricelist	6%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Spectrum pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	SportsKraft pricelist	5%	Yes

The Local Government Purchasing Cooperative

For the Period 10/01/2022 to 09/30/2023

Final Catalog Award Report for Parks and Recreation Equipment, Products, and Installation Services 679-22

1. Discount (%) Off Catalog /Pricelist for **Park and Playground Equipment, Attachments, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
All Play, Inc.	SportsPlay pricelist	11%	Yes
ExerPlay, Inc.	SportsPlay pricelist	5%	Yes
Lea Park & Play, Inc.	SportsPlay pricelist	11%	Yes
Play RGV, LLC	SportsPlay pricelist	5%	Yes
Fun Abounds, Inc.	StayFit pricelist	7%	No
ExerPlay, Inc.	Stone Age Bravado pricelist	5%	Yes
Fun Abounds, Inc.	Stone Age pricelist	7%	No
Stone Age Concrete Games, Inc.	Stone Age pricelist	5%	Yes
Sturdisteel Company	Sturdisteel Company pricelist	12%	No
Hunter Kneppshield of Texas, Inc.	Superior pricelist	10%	No
Playgrounds Etc., LLC	Superior pricelist	10%	No
Riggs Recreation Equipment, Inc.	Superior pricelist	11%	No
Kraftsman Commercial Playgrounds and Water Parks	Superior pricelist (5% to 12%)	5%	No
Superior Recreational Products	Superior pricelist pricelist	12%	Yes
Robertson Industries, Inc.	Surfacing pricelist	10%	No
Play RGV, LLC	Synlawn pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	Themed Concepts pricelist	5%	Yes
Lea Park & Play, Inc.	Themed Concepts pricelist	6%	Yes
Fun Abounds, Inc.	Trek Fit pricelist	7%	No
Webuildfun, Inc.	Trek Fit pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	UltraPlay pricelist	10%	Yes
Lea Park & Play, Inc.	UltraPlay pricelist	12%	Yes
McKenna Contracting, Inc.	UltraPlay pricelist	15%	Yes
Paradigm Contracting	UltraPlay pricelist	8%	No
Playgrounds Etc., LLC	UltraPlay pricelist	10%	Yes
The Playground, Shade and Surfacing Depot	UltraPlay pricelist	10%	Yes

The Local Government Purchasing Cooperative

For the Period 10/01/2022 to 09/30/2023

Final Catalog Award Report for Parks and Recreation Equipment, Products, and Installation Services 679-22

1. Discount (%) Off Catalog /Pricelist for **Park and Playground Equipment, Attachments, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Kraftsman Commercial Playgrounds and Water Parks	UltraSite pricelist	10%	No
Riggs Recreation Equipment, Inc.	UltraSite pricelist	12%	No
Park Place Recreation Design, Inc.	UPC pricelist	5%	Yes
Webuildfun, Inc.	UPC pricelist	5%	Yes
Victor Stanley, Inc.	Victor Stanley pricelist	7%	No
Waterplay Solutions Corp.	Waterplay pricelist	10%	No
SPEC Play	WholeTrees pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	YALP pricelist	2%	Yes

The Local Government Purchasing Cooperative

For the Period 10/01/2022 to 09/30/2023

Final Catalog Award Report for Parks and Recreation Equipment, Products, and Installation Services 679-22

2. Discount (%) Off Catalog /Pricelist for Outdoor **Park and Playground Sports Equipment.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Heartland Park & Recreation, LLC	Action Fit by UltraSite pricelist	5%	Yes
McKenna Contracting, Inc.	Action Fit pricelist	15%	Yes
The Playwell Group, Inc.	Action Fitness pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Action Play Systems pricelist	5%	No
Lea Park & Play, Inc.	Action Play Systems pricelist	11%	No
Play RGV, LLC	Action Play Systems pricelist	5%	No
American Parks Company	APC pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Athletic Connection pricelist	3%	No
Lea Park & Play, Inc.	Athletic Connection pricelist	9%	Yes
Red River Recreation, LLC	Athletic Connection pricelist	5%	No
The Playwell Group, Inc.	Athletic connection pricelist	5%	No
All Play, Inc.	Athletic Connection pricelist	9%	Yes
Playground Boss	Athletic Connection pricelist	5%	No
Play RGV, LLC	Barks & Rec pricelist	5%	No
Child's Play, Inc.	BCI Burke pricelist	7%	No
SPEC Play	Berliner pricelist	7%	Yes
Berliner Seilfabrik Play Equipment Corporation	Berliner Seilfabrik pricelist	4%	Yes
Park Place Recreation Design, Inc.	Bison Inc. pricelist	11%	Yes
T.F. Harper & Associates LP	Bison Inc. pricelist	10%	Yes
Fun Abounds, Inc.	Bison pricelist	7%	No
Webuildfun, Inc.	BISON pricelist	5%	No
Whirlix Design, Inc.	Bison pricelist	7%	No
BSN Sports	BSN Equipment Catalog (8%-18%)	8%	Yes
All Play, Inc.	Carron Net pricelist	3%	Yes
Colorado Time Systems	Colorado Time Systems pricelist	10%	Yes

The Local Government Purchasing Cooperative

For the Period 10/01/2022 to 09/30/2023

Final Catalog Award Report for Parks and Recreation Equipment, Products, and Installation Services 679-22

2. Discount (%) Off Catalog /Pricelist for Outdoor **Park and Playground Sports Equipment.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Diversified Metal Fabricators, Inc.	Diversified Metal Fabricators pricelist	8%	No
Riggs Recreation Equipment, Inc.	Douglas pricelist	12%	No
DunRite Playgrounds	DunRite Playgrounds pricelist	10%	Yes
Child's Play, Inc.	Dynamo pricelist	7%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Dynamo pricelist	5%	Yes
The Edu-Source Corporation	Edu-Source Corporation pricelist	35%	No
Child's Play, Inc.	First Team pricelist	10%	Yes
May Recreation Equip and Design, L.P.	First Team pricelist	10%	Yes
McKenna Contracting, Inc.	First Team pricelist	10%	Yes
Playgrounds Etc., LLC	First Team pricelist	10%	Yes
All Play, Inc.	Future Pro pricelist	2%	Yes
GameTime	GameTime Master pricelist	3%	Yes
Hunter Kneppshield of Texas, Inc.	Gared pricelist	10%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Gared pricelist	5%	No
ExerPlay, Inc.	Gared Sports pricelist	5%	No
McKenna Contracting, Inc.	Greenfield Outdoor Equipment pricelist	10%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Greenfield Outdoor Fitness pricelist	7%	Yes
Greenfields Outdoor Fitness	Greenfields Outdoor Fitness pricelist	7%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Grounds for Play pricelist	10%	No
Gulf Coast Recreation	Gulf Coast Recreation Playground pricelist	15%	Yes
PTI Sports & Recreation Construction	Jambette pricelist	5%	Yes
Child's Play, Inc.	JayPro pricelist	10%	Yes
BJ's Park and Recreation Products	JayPro pricelist	10%	Yes
ExerPlay, Inc.	Jaypro pricelist	5%	No
McKenna Contracting, Inc.	JayPro pricelist	10%	Yes

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2. Discount (%) Off Catalog /Pricelist for Outdoor **Park and Playground Sports Equipment.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Kraftsman Commercial Playgrounds and Water Parks	Kay Park Recreation pricelist	7%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Kersplash pricelist	5%	Yes
Play RGV, LLC	KidsTale pricelist	5%	No
Playground Boss	KidsTale Sports pricelist	10%	Yes
Play RGV, LLC	Kidstuff pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	KraftPlay pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	Kraftsman pricelist	5%	Yes
KYA Services, LLC	KYA pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Lappset pricelist	2%	Yes
SPEC Play	Lappset pricelist	7%	No
Lea Park & Play, Inc.	Lea Park & Play pricelist	5%	Yes
Lea Park & Play, Inc.	Little Tikes Commercial pricelist	3%	Yes
ExerPlay, Inc.	LSI Equipment pricelist	5%	Yes
Lone Star Recreation	LSI Play Catalog	5%	Yes
May Recreation Equip and Design, L.P.	Miracle Recreation pricelist	5%	Yes
Park Place Recreation Design, Inc.	Miracle Recreation pricelist	5%	Yes
Webuildfun, Inc.	Miracle Recreation pricelist	15%	Yes
Master Pitching Machine	MPM Trainer Catalog	5%	Yes
Play RGV, LLC	New Earth pricelist	5%	No
Lea Park & Play, Inc.	Outdoor Fit pricelist	3%	Yes
PlayPower LT Farmington, Inc.	Outdoor Fit pricelist	3%	No
All Play, Inc.	Outdoor Fit pricelist	3%	Yes
The Playground, Shade and Surfacing Depot	P.D. pricelist (5% to 8%)	5%	Yes
Play RGV, LLC	Play RGV pricelist	5%	Yes
Play RGV, LLC	Playground Equipment pricelist	5%	No

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2. Discount (%) Off Catalog /Pricelist for Outdoor **Park and Playground Sports Equipment.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Playground Solutions of Texas, Inc.	Playground Solutions of Texas pricelist	10%	No
PlayPower LT Farmington, Inc.	PlayPower LT Farmington pricelist	3%	Yes
All Play, Inc.	PlayPower LT Farmington pricelist	3%	No
Play RGV, LLC	Premier Polysteel pricelist	5%	No
Pro-Techs Surfacing, LLC	Pro-Techs Surfacing pricelist	0%	Yes
Child's Play, Inc.	PW Athletic pricelist	10%	No
ExerPlay, Inc.	PW Athletic pricelist	6%	Yes
PW Athletic	PW Athletic Products pricelist	3%	Yes
Playground Solutions of Texas, Inc.	PW Athletics pricelist	10%	Yes
Riggs Recreation Equipment, Inc.	PW Patterson-Williams pricelist	10%	No
Lea Park & Play, Inc.	PW Sport & Site pricelist	12%	Yes
PlayPower LT Farmington, Inc.	PW Sport & Site pricelist	7%	Yes
All Play, Inc.	PW Sport & Site pricelist	7%	Yes
The Playwell Group, Inc.	PWA pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Rhino Skate Parks pricelist	5%	Yes
Play RGV, LLC	Rubber Recycle pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	SportsKraft pricelist	5%	Yes
Play RGV, LLC	SportsPlay pricelist	5%	No
ExerPlay, Inc.	SportsPlay pricelist	5%	No
Lea Park & Play, Inc.	SportsPlay pricelist	11%	Yes
All Play, Inc.	SportsPlay pricelist	11%	Yes
Stone Age Concrete Games, Inc.	Stone Age Concrete Games pricelist	5%	Yes
Sturdisteel Company	Sturdisteel Company pricelist	12%	No
All Play, Inc.	Superior Amenities pricelist	7%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Superior Ascend Rope pricelist	5%	Yes

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2. Discount (%) Off Catalog /Pricelist for Outdoor **Park and Playground Sports Equipment.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Kraftsman Commercial Playgrounds and Water Parks	Superior Dog Play pricelist	10%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Superior Outdoor Fitness pricelist	10%	Yes
Superior Recreational Products	Superior Playgrounds Catalog	12%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Superior Playgrounds pricelist	12%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Superior Shade pricelist	10%	No
Superior Recreational Products	Superior Site Amenities Catalog	12%	No
Kraftsman Commercial Playgrounds and Water Parks	Superior Site Amenties pricelist	10%	No
Play RGV, LLC	Synlawn pricelist	5%	No
Webuildfun, Inc.	Trek Fit pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	UltraPlay pricelist	10%	Yes
All Play, Inc.	UltraPlay pricelist	11%	Yes
Kraftsman Commercial Playgrounds and Water Parks	UltraSite pricelist	10%	Yes
All Play, Inc.	UltraSite pricelist	11%	Yes
All Play, Inc.	We Pad It pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	YALP pricelist	2%	Yes

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3. Discount (%) Off Catalog /Pricelist for **Park and Playground Amenities** (tables, benches, trash litter receptacles and similar related equipment).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
American Parks Company	American Parks Company pricelist	5%	Yes
T.F. Harper & Associates LP	Americana pricelist	10%	Yes
ExerPlay, Inc.	Anova pricelist	5%	No
Lea Park & Play, Inc.	Anova pricelist	6%	Yes
Playground Solutions of Texas, Inc.	Anova pricelist	10%	Yes
Webuildfun, Inc.	Anova pricelist	5%	No
All Play, Inc.	Astro Fence pricelist	7%	No
All Play, Inc.	Athletic Connection pricelist	9%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Athletic Connection pricelist	5%	Yes
Child's Play, Inc.	BCI Burke pricelist	7%	No
Heartland Park & Recreation, LLC	BigToys pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	BridgeKraft pricelist	5%	No
BSN Sports	BSN Equipment Catalog (8% to 18%)	8%	No
Community Playthings	Community Playthings pricelist	0%	Yes
ExerPlay, Inc.	Dero pricelist	5%	No
Diversified Metal Fabricators, Inc.	Diversified Metal Fabricators pricelist	8%	Yes
All Play, Inc.	DogiPot pricelist	7%	Yes
ExerPlay, Inc.	Dog-on-it Parks pricelist	5%	Yes
ExerPlay, Inc.	Doty & Sons pricelist	5%	Yes
ExerPlay, Inc.	Dumor pricelist	5%	Yes
Paul E. Allen Co., Inc.	Dumor pricelist	3%	Yes
DunRite Playgrounds	DunRite Playgrounds pricelist	10%	Yes
SPEC Play	Durbanis In/Out pricelist	7%	No
Kraftsman Commercial Playgrounds and Water Parks	Dynamo pricelist	5%	Yes
The Edu-Source Corporation	Edu-Source Corporation-Site Amenities pricelist	35%	Yes

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3. Discount (%) Off Catalog /Pricelist for **Park and Playground Amenities** (tables, benches, trash litter receptacles and similar related equipment).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Lone Star Recreation	Equiparc Catalog	5%	Yes
Whirlix Design, Inc.	Equiparc pricelist	5%	No
Forms and Surfaces, Inc.	Forms and Surfaces pricelist	13%	Yes
Fun Abounds, Inc.	Frog Furnishings pricelist	7%	Yes
Lea Park & Play, Inc.	Frog Furnishings pricelist	3%	Yes
GameTime	GameTime Master pricelist	3%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Gared pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	Greenfields Outdoor Fitness pricelist	7%	No
The Playground, Shade and Surfacing Depot	Grosfillex Amenity-Aquati pricelist	43%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Grounds for Play pricelist	10%	Yes
Gulf Coast Recreation	Gulf Coast Recreation Playground pricelist	10%	Yes
Kraftsman Commercial Playgrounds and Water Parks	ID Sculpture pricelist	5%	Yes
Lea Park & Play, Inc.	ID Sculpture pricelist	8%	Yes
Grandstand Design Enterprises, Inc.	Kay Park Catalog	2%	No
ExerPlay, Inc.	Kay Park pricelist	11%	Yes
Hunter Kneppshield of Texas, Inc.	Kay Park pricelist	10%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Kay Park pricelist	7%	No
Kraftsman Commercial Playgrounds and Water Parks	KraftPlay pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Kraftsman pricelist	5%	Yes
KYA Services, LLC	KYA pricelist	5%	Yes
ExerPlay, Inc.	Landscape Structures Equipment pricelist	5%	Yes
Lone Star Recreation	Landscape Structures Equipment pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Lappset pricelist	2%	Yes
Lea Park & Play, Inc.	Little Tikes Commercial pricelist	3%	Yes
Lea Park & Play, Inc.	MadRax pricelist	3%	Yes

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3. Discount (%) Off Catalog /Pricelist for **Park and Playground Amenities** (tables, benches, trash litter receptacles and similar related equipment).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Webuildfun, Inc.	Maglin pricelist	5%	Yes
May Recreation Equip and Design, L.P.	Miracle Recreation pricelist	5%	Yes
Park Place Recreation Design, Inc.	Miracle Recreation pricelist	5%	Yes
Webuildfun, Inc.	Miracle Recreation pricelist	5%	Yes
All Play, Inc.	MyTCoat pricelist	9%	No
BJ's Park and Recreation Products	MyTCoat pricelist	10%	No
Child's Play, Inc.	MyTCoat pricelist	8%	No
ExerPlay, Inc.	MyTCoat pricelist	8%	No
Fun Abounds, Inc.	MyTCoat pricelist	7%	No
Hunter Kneppshield of Texas, Inc.	MyTCoat pricelist	10%	No
Lea Park & Play, Inc.	MyTCoat pricelist	13%	Yes
McKenna Contracting, Inc.	MyTCoat pricelist	15%	Yes
Park Place Recreation Design, Inc.	MyTCoat pricelist	11%	No
Playground Boss	MyTCoat pricelist	10%	No
Playgrounds Etc., LLC	MyTCoat pricelist	12%	No
PlayPower LT Farmington, Inc.	MyTCoat pricelist	9%	No
PTI Sports & Recreation Construction	MyTCoat pricelist	5%	No
Sundance Shade	MyTCoat pricelist	5%	No
The Playwell Group, Inc.	MyTCoat pricelist	5%	No
Webuildfun, Inc.	MyTCoat pricelist	5%	No
Whirlix Design, Inc.	MyTCoat pricelist	5%	No
Lea Park & Play, Inc.	Nature of Early Play pricelist	6%	Yes
The Playground, Shade and Surfacing Depot	P.D. pricelist (5% to 10%)	5%	Yes
Child's Play, Inc.	Paris pricelist	10%	No
Park Place Recreation Design, Inc.	Paris pricelist	11%	No

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3. Discount (%) Off Catalog /Pricelist for **Park and Playground Amenities** (tables, benches, trash litter receptacles and similar related equipment).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Playground Solutions of Texas, Inc.	Paris pricelist	10%	Yes
BJ's Park and Recreation Products	Pilot Rock pricelist	8%	Yes
Lea Park & Play, Inc.	Play Mart pricelist	3%	Yes
Playground Solutions of Texas, Inc.	Playground Solutions of Texas pricelist	10%	No
All Play, Inc.	PlayPower LT Farmington pricelist	3%	No
PlayPower LT Farmington, Inc.	PlayPower LT Farmington pricelist	3%	No
Lone Star Recreation	Premier Polysteel Catalog	5%	Yes
ExerPlay, Inc.	Premier Polysteel pricelist	5%	Yes
Webuildfun, Inc.	Premier Polysteel pricelist	5%	Yes
Pro-Techs Surfacing, LLC	Pro-Techs Surfacing pricelist	0%	No
Child's Play, Inc.	PW pricelist	7%	No
ExerPlay, Inc.	PW pricelist	6%	Yes
Lea Park & Play, Inc.	PW pricelist	12%	Yes
Playground Solutions of Texas, Inc.	PW pricelist	10%	Yes
PW Athletic	PW pricelist	3%	Yes
Riggs Recreation Equipment, Inc.	PW pricelist	10%	No
Kraftsman Commercial Playgrounds and Water Parks	RCP Shelter pricelist	5%	No
Whirlix Design, Inc.	SolarSynthesis pricelist	5%	No
All Play, Inc.	SportsPlay pricelist	11%	Yes
Lea Park & Play, Inc.	SportsPlay pricelist	11%	Yes
ExerPlay, Inc.	Stone Age Bravado pricelist	5%	Yes
Stone Age Concrete Games, Inc.	Stone Age Concrete Games pricelist	5%	Yes
Sturdisteel Company	Sturdisteel Company pricelist	12%	Yes
All Play, Inc.	Superior pricelist	7%	No
ExerPlay, Inc.	Superior pricelist	11%	No

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3. Discount (%) Off Catalog /Pricelist for **Park and Playground Amenities** (tables, benches, trash litter receptacles and similar related equipment).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Hunter Kneppshield of Texas, Inc.	Superior pricelist	10%	No
Lea Park & Play, Inc.	Superior pricelist	13%	Yes
McKenna Contracting, Inc.	Superior pricelist	15%	Yes
Playgrounds Etc., LLC	Superior pricelist	12%	Yes
Superior Recreational Products	Superior pricelist	12%	Yes
Whirlix Design, Inc.	Superior pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	Superior pricelist (10% to 12%)	10%	No
Riggs Recreation Equipment, Inc.	Superior pricelist	11%	No
Fun Abounds, Inc.	The Park Catalog	7%	No
Kraftsman Commercial Playgrounds and Water Parks	Themed Concepts pricelist	5%	Yes
Lea Park & Play, Inc.	Themed Concepts pricelist	6%	Yes
Lea Park & Play, Inc.	Thomas Steele pricelist	6%	Yes
All Play, Inc.	UltraPlay pricelist	11%	Yes
Kraftsman Commercial Playgrounds and Water Parks	UltraPlay pricelist	10%	Yes
The Playground, Shade and Surfacing Depot	UltraPlay pricelist	10%	Yes
Webuildfun, Inc.	UltraPlay pricelist	5%	No
All Play, Inc.	UltraSite pricelist	11%	No
Child's Play, Inc.	UltraSite pricelist	10%	No
Kraftsman Commercial Playgrounds and Water Parks	UltraSite pricelist	10%	No
Lea Park & Play, Inc.	UltraSite pricelist	12%	Yes
McKenna Contracting, Inc.	UltraSite pricelist	15%	Yes
Paradigm Contracting	UltraSite pricelist	10%	No
Park Place Recreation Design, Inc.	UltraSite pricelist	11%	No
Play & Park Structures	UltraSite pricelist	10%	No
Red River Recreation, LLC	UltraSite pricelist	5%	No

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3. Discount (%) Off Catalog /Pricelist for **Park and Playground Amenities** (tables, benches, trash litter receptacles and similar related equipment).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Riggs Recreation Equipment, Inc.	UltraSite pricelist	12%	No
The Playground, Shade and Surfacing Depot	UltraSite pricelist	10%	No
The Playwell Group, Inc.	UltraSite pricelist	5%	No
Victor Stanley, Inc.	Victor Stanley pricelist	7%	Yes
All Play, Inc.	Wabash pricelist	3%	No
BJ's Park and Recreation Products	Wabash pricelist	10%	Yes
Lea Park & Play, Inc.	Wabash pricelist	12%	Yes
May Recreation Equip and Design, L.P.	Wabash pricelist	5%	No
Park Place Recreation Design, Inc.	Wabash pricelist	11%	Yes
Playground Solutions of Texas, Inc.	Wabash pricelist	10%	Yes
PlayPower LT Farmington, Inc.	Wabash pricelist	3%	No
The Playwell Group, Inc.	Wabash pricelist	5%	No
Webuildfun, Inc.	Wabash pricelist	5%	No
Water Splash, Inc.	Water Splash pricelist	20%	No
Whirlix Design, Inc.	Wausau Tile pricelist	5%	No
All Play, Inc.	We Pad It pricelist	5%	No

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4. Discount (%) Off Catalog /Pricelist for **Park and Playground Drinking Fountains, Attachments, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
T.F. Harper & Associates LP	Action Play Systems pricelist	8%	No
American Parks Company	APC pricelist	5%	No
Lea Park & Play, Inc.	Bark Park pricelist	9%	Yes
Child's Play, Inc.	Child's Play pricelist	10%	Yes
All Play, Inc.	DogiPot pricelist	7%	No
PlayPower LT Farmington	DogiPot pricelist	7%	No
ExerPlay, Inc.	Dog-on-it Parks pricelist	5%	Yes
DunRite Playgrounds	DunRite Playgrounds pricelist	10%	Yes
The Edu-Source Corporation	Edu-Source Corporation pricelist	35%	No
Heartland Park & Recreation, LLC	Freenotes Harmony Park pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	Kay Park Recreation pricelist	7%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Kraftsman pricelist	5%	Yes
KYA Services, LLC	KYA pricelist	5%	No
Child's Play, Inc.	Most Dependable Fountains pricelist	5%	Yes
ExerPlay, Inc.	Most Dependable Fountains pricelist	5%	Yes
The Playwell Group, Inc.	Most Dependable Fountains pricelist	5%	Yes
Whirlix Design, Inc.	Most Dependable Fountains pricelist	5%	No
ExerPlay, Inc.	Murdock pricelist	5%	Yes
The Playground, Shade and Surfacing Depot	P.D. pricelist	5%	Yes
Pro-Techs Surfacing, LLC	Pro-Techs Surfacing pricelist	0%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Stern Williams pricelist	10%	Yes
Park Place Recreation Design, Inc.	Stern-Williams pricelist	11%	Yes
Riggs Recreation Equipment, Inc.	Stern-Williams pricelist	11%	No
Kraftsman Commercial Playgrounds and Water Parks	Superior Dog Play pricelist	10%	Yes
Riggs Recreation Equipment, Inc.	Superior Recreational Products pricelist	11%	No
Superior Recreational Products	Superior Site Amenities Catalog	12%	Yes

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4. Discount (%) Off Catalog /Pricelist for **Park and Playground Drinking Fountains, Attachments, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Hunter Kneppshield of Texas, Inc.	Superior Site Amenities pricelist	10%	No
Fun Abounds, Inc.	The Park Catalog	7%	No
Kraftsman Commercial Playgrounds and Water Parks	UltraSite pricelist	10%	Yes
Lea Park & Play, Inc.	UltraSite pricelist	12%	Yes
Red River Recreation	UltraSite pricelist	5%	No
Riggs Recreation Equipment, Inc.	UltraSite pricelist	12%	No
Kraftsman Commercial Playgrounds and Water Parks	Water Odyssey pricelist	10%	No

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5. Discount (%) Off Catalog /Pricelist for **Park and Playground Safety Surfacing Products.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Whirlix Design, Inc.	2by2 Industries	5%	No
ExerPlay, Inc.	Action Play Systems pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	Action Play Systems pricelist	5%	No
Lea Park & Play, Inc.	Action Play Systems pricelist	11%	No
McKenna Contracting, Inc.	Action Play Systems pricelist	10%	No
Playground Solutions of Texas, Inc.	Action Play Systems pricelist	10%	No
All Play, Inc.	All Play pricelist	0%	No
PlayPower LT Farmington, Inc.	All Play pricelist	0%	Yes
American Parks Company	American Parks Company pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	AquaKraft pricelist	5%	Yes
Sunbelt Pools, Inc.	ATD pricelist	20%	Yes
All Play, Inc.	Bailey Bark Materials Product pricelist	10%	Yes
Child's Play, Inc.	Bailey Bark Materials Product pricelist	10%	No
Fun Abounds, Inc.	Bailey Bark Materials Product pricelist	7%	No
Lone Star Recreation	Bailey Bark Materials Product pricelist	5%	Yes
PTI Sports & Recreation Construction	Bailey Bark Materials Product pricelist	5%	Yes
T.F. Harper & Associates LP	Dog-On-It pricelist	10%	No
DunRite Playgrounds	DunRite Playgrounds pricelist	10%	Yes
Lone Star Recreation	DuraPlay Catalog	5%	No
All Play, Inc.	DuraPlay pricelist	15%	Yes
Child's Play, Inc.	DuraPlay pricelist	10%	No
Lea Park & Play, Inc.	DuraPlay pricelist	15%	Yes
McKenna Contracting, Inc.	Duraplay pricelist	10%	No
Playground Solutions of Texas, Inc.	DuraPlay pricelist	10%	No
Playgrounds Etc., LLC	DuraPlay pricelist	5%	No
PlayPower LT Farmington, Inc.	DuraPlay pricelist	15%	Yes

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5. Discount (%) Off Catalog /Pricelist for **Park and Playground Safety Surfacing Products.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Riggs Recreation Equipment, Inc.	Duraplay pricelist	15%	No
Sundance Shade	DuraPlay pricelist	5%	No
Whirlix Design, Inc.	DuraPlay pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	DynaPlay pricelist	5%	Yes
Lea Park & Play, Inc.	Ecokid pricelist	6%	Yes
Lea Park & Play, Inc.	Ecore pricelist	6%	No
Sport Pro Surfacing, LLC	Ecore pricelist	25%	Yes
Lea Park & Play, Inc.	EcoWood pricelist	6%	Yes
The Edu-Source Corporation	Edu-Source Corporation pricelist	35%	No
Lea Park & Play, Inc.	Engineered Wood Fiber pricelist	9%	Yes
Child's Play, Inc.	Fibar pricelist	10%	No
Fun Abounds, Inc.	Fibar pricelist	7%	No
Hunter Kneppshield of Texas, Inc.	Fibar pricelist	10%	No
Lea Park & Play, Inc.	Fibar pricelist	15%	Yes
May Recreation Equip and Design, L.P.	Fibar pricelist	10%	No
PlayPower LT Farmington, Inc.	Fibar pricelist	15%	Yes
Red River Recreation, LLC	Fibar pricelist	5%	No
Whirlix Design, Inc.	Fibar pricelist	10%	No
ExerPlay, Inc.	FlexGround pricelist	5%	Yes
ExerPlay, Inc.	FlexiTurf pricelist	5%	Yes
Park Place Recreation Design, Inc.	FlexiTurf pricelist	5%	Yes
All Play, Inc.	Forever Lawn pricelist	8%	No
ExerPlay, Inc.	Forever Lawn pricelist	5%	No
Fun Abounds, Inc.	Forever Lawn pricelist	7%	No
Lea Park & Play, Inc.	Forever Lawn pricelist	9%	Yes
Playground Solutions of Texas, Inc.	Forever Lawn pricelist	10%	Yes

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5. Discount (%) Off Catalog /Pricelist for **Park and Playground Safety Surfacing Products.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
PlayPower LT Farmington, Inc.	Forever Lawn pricelist	8%	No
Fun Abounds, Inc.	Fun Abounds pricelist	7%	No
GameTime	GameTime Master pricelist	18%	No
Kraftsman Commercial Playgrounds and Water Parks	Grounds for Play pricelist	10%	Yes
Lea Park & Play, Inc.	GroundSmart pricelist	9%	Yes
Gulf Coast Recreation	Gulf Coast Recreation Playground pricelist	10%	Yes
Child's Play, Inc.	GWG pricelist	10%	Yes
GWG Wood Group	GWG pricelist	0%	Yes
The Playwell Group, Inc.	GWG pricelist	5%	No
All Play, Inc.	IMC Outdoor Living pricelist	8%	Yes
Child's Play, Inc.	IMC Outdoor Living pricelist	7%	Yes
ExerPlay, Inc.	IMC Outdoor Living pricelist	5%	No
Fun Abounds, Inc.	IMC Outdoor Living pricelist	7%	Yes
Playgrounds Etc., LLC	IMC Outdoor Living pricelist	5%	No
PlayPower LT Farmington, Inc.	IMC Outdoor Living pricelist	8%	No
Red River Recreation, LLC	IMC Outdoor Living pricelist	5%	No
KMI Sports Construction, LLC	KMI - EWF pricelist	10%	Yes
KMI Sports Construction, LLC	KMI - Sport Turf	10%	Yes
KMI Sports Construction, LLC	KMI - Tile Safety Rubber	10%	No
Kraftsman Commercial Playgrounds and Water Parks	KraftKushion pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Kraftsman pricelist	5%	Yes
KYA Services, LLC	KYA pricelist	5%	Yes
Lea Park & Play, Inc.	Lea Park & Play pricelist (0% to 5%)	0%	Yes
ExerPlay, Inc.	Let's Play Safety Surfacing pricelist	5%	Yes
Lea Park & Play, Inc.	Little Tikes Commercial pricelist	3%	Yes
Living Earth	Living Earth pricelist	8%	Yes

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5. Discount (%) Off Catalog /Pricelist for **Park and Playground Safety Surfacing Products.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
McKenna Contracting, Inc.	McKenna Contracting pricelist	12%	Yes
ExerPlay, Inc.	Mt. Taylor Manufacturing pricelist	5%	Yes
Fun Abounds, Inc.	Mulch Matters pricelist	7%	Yes
Fun Abounds, Inc.	New Earth pricelist	7%	Yes
Lea Park & Play, Inc.	New Earth pricelist	6%	Yes
McKenna Contracting, Inc.	New Earth pricelist	12%	Yes
Park Place Recreation Design, Inc.	New Earth pricelist	5%	No
All Play, Inc.	No Fault pricelist	5%	No
Lea Park & Play, Inc.	No Fault pricelist	9%	Yes
May Recreation Equip and Design, L.P.	No Fault pricelist	10%	Yes
Playground Solutions of Texas, Inc.	No Fault pricelist	10%	Yes
PlayPower LT Farmington, Inc.	No Fault pricelist	5%	No
Red River Recreation, LLC	No Fault pricelist	5%	No
Webuildfun, Inc.	No Fault pricelist	5%	No
Whirlix Design, Inc.	No Fault pricelist	5%	No
ExerPlay, Inc.	North West Rubber pricelist	5%	Yes
The Playground, Shade and Surfacing Depot	P.D. pricelist	7%	Yes
Paradigm Contracting	Paradigm Wood Fiber pricelist	10%	Yes
All Play, Inc.	Pierceton Rubber Products pricelist	7%	No
Lea Park & Play, Inc.	Pierceton Rubber Products pricelist	8%	Yes
Whirlix Design, Inc.	Pierceton Rubber Products pricelist	5%	No
Playgrounds Etc., LLC	Pioneer Wholesale pricelist	5%	Yes
Play & Park Structures	Play & Park Structures SurfaceMax pricelist	0%	Yes
Playground Solutions of Texas, Inc.	Playground Solutions of Texas pricelist	10%	No
All Play, Inc.	PlayPower LT Farmington pricelist	10%	Yes
PlayPower LT Farmington, Inc.	PlayPower LT Farmington pricelist	10%	Yes

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5. Discount (%) Off Catalog /Pricelist for **Park and Playground Safety Surfacing Products.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Pro-Techs Surfacing, LLC	Pro-Techs Surfacing pricelist	5%	Yes
Hunter Kneppshield of Texas, Inc.	Robertsons TotTurf pricelist	10%	No
Kraftsman Commercial Playgrounds and Water Parks	Robertsons TotTurf pricelist	5%	Yes
Paradigm Contracting	Robertsons TotTurf pricelist	10%	Yes
The Playwell Group, Inc.	Robertsons TotTurf pricelist	5%	No
Fun Abounds, Inc.	Rubber Designs pricelist	7%	Yes
ExerPlay, Inc.	Rubberecycle pricelist	5%	No
Lea Park & Play, Inc.	Rubberecycle pricelist	6%	Yes
May Recreation Equip and Design, L.P.	Rubberecycle pricelist	5%	Yes
PlayPower LT Farmington, Inc.	Rubberecycle pricelist	5%	Yes
Playground Solutions of Texas, Inc.	SafeSurf pricelist	10%	Yes
Whirlix Design, Inc.	SafeSurf pricelist	5%	No
Playground Boss	Safety Surface pricelist	10%	No
Playground Solutions of Texas, Inc.	Sof Surfaces pricelist	10%	No
Sof Surfaces, Inc.	Sof Surfaces pricelist	15%	Yes
Park Place Recreation Design, Inc.	SofFall EWF pricelist	5%	Yes
Fun Abounds, Inc.	Soil Express pricelist	7%	Yes
Soil Express	Soil Express pricelist	8%	Yes
SpectraTurf	SpectraTurf Safety Surfacing pricelist	0%	Yes
Kraftsman Commercial Playgrounds and Water Parks	SportsKraft pricelist	5%	Yes
Riggs Recreation Equipment, Inc.	Superior pricelist	11%	No
Superior Recreational Products	Superior pricelist	12%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Superior pricelist (10% to 12%)	10%	No
Whirlix Design, Inc.	Surface America pricelist	5%	No
Robertson Industries, Inc.	Surfacing pricelist	10%	Yes
Lone Star Recreation	SynLawn pricelist	5%	No

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5. Discount (%) Off Catalog /Pricelist for **Park and Playground Safety Surfacing Products.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
McKenna Contracting, Inc.	SynLawn pricelist	10%	Yes
Webuildfun, Inc.	SynLawn pricelist	5%	No
Park Place Recreation Design, Inc.	Synthetic Turf International pricelist	5%	Yes
ExerPlay, Inc.	Turboscapes pricelist	5%	No
ExerPlay, Inc.	Turf & Sport pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	UltraPlay pricelist	10%	Yes
Heartland Park & Recreation, LLC	Ultra-Site pricelist	5%	No
All Play, Inc.	Urban Turf pricelist	10%	Yes
Lea Park & Play, Inc.	Urban Turf pricelist	3%	No
PlayPower LT Farmington, Inc.	Urban Turf pricelist	10%	Yes
Child's Play, Inc.	Vitriturf pricelist	10%	No
Fun Abounds, Inc.	Vitriturf pricelist	7%	No
Playground Solutions of Texas, Inc.	Vitriturf pricelist	10%	Yes
Webuildfun, Inc.	Vitriturf pricelist	5%	No
Whirlix Design, Inc.	Vitriturf pricelist	5%	No
Webuildfun, Inc.	Webuildfun pricelist	5%	Yes
Lone Star Recreation	XGrass Catalog	5%	Yes
Whirlix Design, Inc.	XGrass pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	YALP pricelist	2%	Yes
ExerPlay, Inc.	Zeager Bros. pricelist	12%	Yes
The Playwell Group, Inc.	Zeager Bros. pricelist	5%	No

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6. Discount (%) Off Catalog /Pricelist for **Park and Playground Bikes.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Child's Play, Inc.	BCI Burke pricelist	7%	No
ExerPlay, Inc.	Dero pricelist	5%	Yes
T.F. Harper & Associates LP	Douglas Sports pricelist	8%	No
The Edu-Source Corporation	Edu-Source Corporation pricelist	35%	No
Lone Star Recreation	Equiparc Catalog	5%	Yes
Superior Recreational Products	Grounds For Play Catalog	12%	No
Gulf Coast Recreation	Gulf Coast Recreation Playground pricelist	15%	Yes
McKenna Contracting, Inc.	JayPro pricelist	10%	No
Hunter Kneppshield of Texas, Inc.	Kay Park pricelist	10%	Yes
KYA Services, LLC	KYA pricelist	5%	No
Lone Star Recreation	LSI Play Catalog	5%	Yes
The Playwell Group, Inc.	MyTCoat pricelist	5%	No
The Playwell Group, Inc.	Pilot Rock pricelist	5%	Yes
Lone Star Recreation	PP Catalog	5%	Yes
Pro-Techs Surfacing, LLC	Pro-Techs Surfacing pricelist	0%	No
PW Athletic	PW Athletic Products pricelist	3%	Yes
McKenna Contracting, Inc.	Superior Recreation Site pricelist	15%	Yes
Hunter Kneppshield of Texas, Inc.	Superior Site Amenities pricelist	10%	Yes
Heartland Park & Recreation, LLC	UltraPlay pricelist	5%	No
Child's Play, Inc.	UltraSite pricelist	10%	No
McKenna Contracting, Inc.	UltraSite pricelist	15%	Yes
Victor Stanley, Inc.	Victor Stanley pricelist	7%	Yes

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7. Discount (%) Off Catalog /Pricelist for **Park and Playground Animal Washing Stations.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Play RGV, LLC	Action Play Systems pricelist	5%	No
McKenna Contracting, Inc.	Bark Park pricelist	15%	Yes
Child's Play, Inc.	Barks & Rec pricelist	10%	Yes
Play RGV, LLC	Barks & Rec pricelist	5%	Yes
Playground Solutions of Texas, Inc.	Barks & Rec pricelist	10%	Yes
The Playwell Group, Inc.	Barks & Rec pricelist	5%	Yes
Child's Play, Inc.	BCI Burke pricelist	7%	No
Fun Abounds, Inc.	BCI Burke pricelist	7%	Yes
Fun Abounds, Inc.	Doggie Playsystems pricelist	7%	No
Child's Play, Inc.	Dog-on-it Parks pricelist	10%	Yes
ExerPlay, Inc.	Dog-on-it Parks pricelist	5%	No
DunRite Playgrounds	DunRite Playgrounds pricelist	10%	Yes
The Edu-Source Corporation	Edu-Source pricelist	35%	No
Fun Abounds, Inc.	Fun Abounds pricelist	7%	No
GameTime	GameTime Master pricelist	12%	Yes
Heartland Park & Recreation, LLC	Heartland Park & Recreation pricelist	5%	No
T.F. Harper & Associates LP	Jensen pricelist	11%	No
Kraftsman Commercial Playgrounds and Water Parks	Kay Park Recreation pricelist	7%	Yes
Play RGV, LLC	KidsTale pricelist	5%	No
Play RGV, LLC	Kidstuff pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	Kraftsman pricelist	5%	Yes
KYA Services, LLC	KYA pricelist	5%	No
Play RGV, LLC	New Earth pricelist	5%	No
The Playground, Shade and Surfacing Depot	P.D. pricelist	5%	Yes
Play RGV, LLC	Play RGV pricelist	5%	No
Play RGV, LLC	Playground Equipment pricelist	5%	No

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7. Discount (%) Off Catalog /Pricelist for **Park and Playground Animal Washing Stations.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Playground Solutions of Texas, Inc.	Playground Solutions of Texas pricelist	10%	No
Play RGV, LLC	Premier Polysteel pricelist	5%	No
Pro-Techs Surfacing, LLC	Pro-Techs Surfacing pricelist	0%	No
Play RGV, LLC	Rubber Recycle pricelist	5%	No
Play RGV, LLC	Sports Play pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	Stern Williams pricelist	10%	Yes
Riggs Recreation Equipment, Inc.	Stern Williams pricelist	11%	No
Hunter Kneppshield of Texas, Inc.	Superior pricelist	10%	No
Kraftsman Commercial Playgrounds and Water Parks	Superior pricelist	10%	No
McKenna Contracting, Inc.	Superior pricelist	10%	No
Riggs Recreation Equipment, Inc.	Superior pricelist	11%	No
Superior Recreational Products	Superior pricelist	12%	Yes
Play RGV, LLC	Synlawn pricelist	5%	No
Child's Play, Inc.	UltraSite pricelist	10%	Yes
Kraftsman Commercial Playgrounds and Water Parks	UltraSite pricelist	10%	Yes
Play & Park Structures	UltraSite pricelist	10%	Yes
Red River Recreation, LLC	UltraSite pricelist	5%	No
Riggs Recreation Equipment, Inc.	UltraSite pricelist	12%	No
The Playground, Shade and Surfacing Depot	UltraSite pricelist	10%	Yes
The Playwell Group, Inc.	UltraSite pricelist	5%	No

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8. Discount (%) Off Catalog /Pricelist for **Aquatic Playground and Pool Equipment, Attachments, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
American Parks Company	APC pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	AquaKraft pricelist	5%	No
ExerPlay, Inc.	Aquatix by Landscape Structure pricelist	5%	Yes
Whirlix Design, Inc.	Aquatix by Landscape Structure pricelist	5%	No
Lone Star Recreation	Aquatix Catalog	5%	Yes
BSN Sports	BSN Equipment Catalog (8%-18%)	8%	Yes
Kraftsman Commercial Playgrounds and Water Parks	DynaPlay pricelist	5%	No
Play & Park Structures	Everlast pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Fountain People pricelist	10%	Yes
The Playground, Shade and Surfacing Depot	Grosfillex Amenity pricelist	43%	No
Kraftsman Commercial Playgrounds and Water Parks	ID Sculptures pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Kay Park Recreation pricelist	7%	No
Kraftsman Commercial Playgrounds and Water Parks	Kersplash pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	KraftKushion pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	Kraftsman pricelist	5%	Yes
KYA Services, LLC	KYA pricelist	5%	No
Park Place Recreation Design, Inc.	Miracle Recreation pricelist	5%	Yes
T.F. Harper & Associates LP	Most Dependable Fountains pricelist	8%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Neptune Benson pricelist	5%	Yes
Oasis Waterplaygrounds, Inc.	Oasis pricelist	8%	Yes
The Playground, Shade and Surfacing Depot	P.D. pricelist (5% to 10%)	5%	Yes
Pro-Techs Surfacing, LLC	Pro-Techs Surfacing pricelist	0%	No
Rain Deck, LLC	Rain Deck pricelist	8%	Yes
Park Place Recreation Design, Inc.	Rain Drop Products pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Robertsons TotTurf pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	Spectrum pricelist	5%	Yes

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8. Discount (%) Off Catalog /Pricelist for **Aquatic Playground and Pool Equipment, Attachments, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
The Playwell Group, Inc.	Splash Pads by Nirbo	5%	Yes
Playgrounds Etc., LLC	Splashpads by Playgrounds Etc. pricelist	10%	Yes
Sunbelt Pools, Inc.	Splashtacular 4 pricelist	10%	Yes
The Playground, Shade and Surfacing Depot	Superior Shade pricelist	10%	No
Robertson Industries, Inc.	Surfacing pricelist	10%	No
Kraftsman Commercial Playgrounds and Water Parks	Themed Concepts pricelist	5%	Yes
Sunbelt Pools, Inc.	Vortex pricelist	5%	Yes
Vortex Aquatic Structures International	Vortex Catalog	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Water Odyssey pricelist	10%	Yes
Water Splash, Inc.	Water Splash pricelist	20%	No
Waterplay Solutions Corp.	Waterplay pricelist	10%	Yes

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9. Discount (%) Off Catalog /Pricelist for **Skate Park Products, Attachments, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
The Playwell Group, Inc.	Jaypro pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	Kay Park Recreation pricelist	7%	No
Kraftsman Commercial Playgrounds and Water Parks	Kraftsman pricelist	5%	Yes
KYA Services, LLC	KYA pricelist	5%	No
T.F. Harper & Associates LP	MyTCoat pricelist	11%	No
Pro-Techs Surfacing, LLC	Pro-Techs Surfacing pricelist	0%	No
PumpTrax USA	PumpTrax USA BuyBoard Catalog	10%	Yes
The Playwell Group, Inc.	PW Athletics pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	Rhino Skate Parks pricelist	5%	Yes
Victor Stanley, Inc.	Victor Stanley pricelist	7%	No

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10. Discount (%) Off Catalog /Pricelist for **Water Park Products, Attachments, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
American Parks Company	APC pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	AquaKraft pricelist	5%	Yes
ExerPlay, Inc.	Aquatix by Landscape Structure pricelist	5%	Yes
Whirlix Design, Inc.	Aquatix by Landscape Structure pricelist	5%	No
Lone Star Recreation	Aquatix Catalog	5%	Yes
Diversified Metal Fabricators, Inc.	Diversified Metal Fabricators pricelist	8%	No
Kraftsman Commercial Playgrounds and Water Parks	DynaPlay pricelist	5%	No
Sunbelt Pools, Inc.	Evoqua ETS Wafer pricelist	10%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Fountain People pricelist	10%	No
The Playground, Shade and Surfacing Depot	Grosfillex Amenity pricelist	43%	No
Kraftsman Commercial Playgrounds and Water Parks	Kay Park Recreation pricelist	7%	No
Kraftsman Commercial Playgrounds and Water Parks	Kersplash pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	KraftKushion pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	Kraftsman pricelist	5%	Yes
KYA Services, LLC	KYA pricelist	5%	No
Sunbelt Pools, Inc.	Neptune Benson pricelist	10%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Neptune Benson pricelist	5%	No
Oasis Waterplaygrounds, Inc.	Oasis pricelist	8%	Yes
The Playground, Shade and Surfacing Depot	P.D. pricelist (5% to 10%)	5%	Yes
Pro-Techs Surfacing, LLC	Pro-Techs Surfacing pricelist	0%	No
Rain Deck, LLC	Rain Deck pricelist	8%	Yes
Kraftsman Commercial Playgrounds and Water Parks	RCP Shelter pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Robertsons/TotTurf pricelist	5%	No
Sunbelt Pools, Inc.	Spectrum pricelist	10%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Spectrum pricelist	5%	No
The Playwell Group, Inc.	Splash Pads by Nirbo	5%	Yes

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10. Discount (%) Off Catalog /Pricelist for **Water Park Products, Attachments, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Sunbelt Pools, Inc.	Splashtacular pricelist	10%	Yes
T.F. Harper & Associates LP	SportsPlay pricelist	10%	No
McKenna Contracting, Inc.	Superior Recreation Shade pricelist	15%	No
The Playground, Shade and Surfacing Depot	Superior Shade pricelist	10%	No
Kraftsman Commercial	Superior Shade pricelist	10%	No
Playgrounds and Water Parks	Superior Shelter pricelist	10%	No
Kraftsman Commercial	Superior Site Amenities pricelist	10%	No
Playgrounds and Water Parks			
Robertson Industries, Inc.	Surfacing pricelist	10%	No
Kraftsman Commercial	Themed Concepts pricelist	5%	Yes
Playgrounds and Water Parks			
Kraftsman Commercial	UltraSite pricelist	10%	Yes
Playgrounds and Water Parks			
Vortex Aquatic Structures	Vortex Catalog	5%	Yes
International			
Kraftsman Commercial	Water Odyssey pricelist	10%	Yes
Playgrounds and Water Parks			
Water Splash, Inc.	Water Splash pricelist	20%	No

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11. Discount (%) Off Catalog /Pricelist for **Lake, River and Waterway Equipment** (dock floats, decking, waterway barriers, buoys, markers, and similar related equipment).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
EZ Dock of Texas, L.P.	EZ Dock of Texas pricelist	11%	Yes
The Playground, Shade and Surfacing Depot	Grosfillex Amenity pricelist	43%	No
Kraftsman Commercial Playgrounds and Water Parks	Kay Park Recreation pricelist	7%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Kraftsman pricelist	5%	No
KYA Services, LLC	KYA pricelist	5%	No
The Playground, Shade and Surfacing Depot	P.D. pricelist (5% to 10%)	5%	No
Pro-Techs Surfacing, LLC	Pro-Techs Surfacing pricelist	0%	No
T.F. Harper & Associates LP	Superior pricelist	10%	No

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12. Discount (%) Off Catalog /Pricelist for **Shade Canopies and Structures, Attachments, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Americana Outdoors, Inc.	Americana Outdoors pricelist	3%	Yes
PlayPower LT Farmington, Inc.	Americana Outdoors pricelist	12%	Yes
All Play, Inc.	Americana Outdoors pricelist	12%	Yes
Playground Solutions of Texas, Inc.	Americana pricelist	10%	No
American Parks Company	APC pricelist	5%	Yes
ASA Builders	ASA Builders pricelist	5%	No
BSN Sports	BSN Equipment Catalog (8%-18%)	8%	Yes
Child's Play, Inc.	Burke pricelist	7%	No
Fun Abounds, Inc.	Burke pricelist	7%	Yes
ExerPlay, Inc.	Classic Recreation Systems pricelist	5%	Yes
Paul E. Allen Co., Inc.	Coverworx pricelist	3%	Yes
DunRite Playgrounds	DunRite Playgrounds pricelist	10%	Yes
The Edu-Source Corporation	Edu-Source Corporation pricelist	35%	No
Fun Abounds, Inc.	Fun Abounds pricelist	7%	Yes
GameTime	GameTime Master pricelist	3%	Yes
T.F. Harper & Associates LP	GameTime pricelist	10%	No
Gulf Coast Recreation	Gulf Coast Recreation Playground pricelist	0%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Guthrie Buildings pricelist	10%	No
Kraftsman Commercial Playgrounds and Water Parks	Kay Park Recreation pricelist	7%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Kraftsman pricelist	5%	Yes
KYA Services, LLC	KYA pricelist	5%	No
ExerPlay, Inc.	Landscape Structures SkyWays pricelist	5%	Yes
Lea Park & Play, Inc.	Lea Park & Play pricelist	5%	Yes
Lea Park & Play, Inc.	Little Tikes Commercial pricelist	3%	Yes
May Recreation Equip and Design, L.P.	Miracle Recreation pricelist	5%	Yes
Park Place Recreation Design, Inc.	Miracle Recreation pricelist	5%	Yes

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12. Discount (%) Off Catalog /Pricelist for **Shade Canopies and Structures, Attachments, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Modern Shade LLC	Modern Shade pricelist	10%	Yes
BJ's Park and Recreation Products	Modern Shade pricelist	10%	Yes
Child's Play, Inc.	Modern Shade pricelist	10%	Yes
Red River Recreation, LLC	Modern Shade pricelist	5%	No
The Playwell Group, Inc.	Modern Shade pricelist	5%	No
PTI Sports & Recreation Construction	Modern Shade Product pricelist	5%	No
The Playground, Shade and Surfacing Depot	P.D. pricelist (5% to 8%)	5%	Yes
Paradigm Contracting	Paradigm pricelist	10%	Yes
Playground Solutions of Texas, Inc.	Playground Solutions of Texas pricelist	10%	No
PlayPower LT Farmington, Inc.	PlayPower LT Farmington pricelist	3%	Yes
All Play, Inc.	PlayPower LT Farmington pricelist	3%	No
BJ's Park and Recreation Products	Poligon pricelist	5%	Yes
Pro-Techs Surfacing, LLC	Pro-Techs Surfacing pricelist	0%	No
Kraftsman Commercial Playgrounds and Water Parks	RCP Shelter pricelist	5%	Yes
ExerPlay, Inc.	RCP Shelters pricelist	5%	Yes
Romtec, Inc.	Romtec pricelist	8%	Yes
ExerPlay, Inc.	Shade N Net pricelist	5%	No
ExerPlay, Inc.	Shade Systems pricelist	5%	Yes
KMI Sports Construction, LLC	ShadePro - KMI pricelist	10%	Yes
ShadePro, LLC	ShadePro pricelist	10%	Yes
Lone Star Recreation	SkyWays Catalog	5%	Yes
Whirlix Design, Inc.	Skyways pricelist	5%	No
Forms and Surfaces, Inc.	Standard Table and Chair pricelist	13%	No
Child's Play, Inc.	SunPorts pricelist	10%	No
The Playwell Group, Inc.	Superior pricelist	5%	No
Playgrounds Etc., LLC	Superior pricelist	10%	No

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12. Discount (%) Off Catalog /Pricelist for **Shade Canopies and Structures, Attachments, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Riggs Recreation Equipment, Inc.	Superior pricelist	11%	No
Superior International Industries	Superior pricelist	12%	Yes
McKenna Contracting, Inc.	Superior pricelist	15%	Yes
The Playground, Shade and Surfacing Depot	Superior pricelist	10%	No
Hunter Kneppshield of Texas, Inc.	Superior pricelist	10%	No
Play & Park Structures	Superior pricelist	5%	No
Webuildfun, Inc.	Superior pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	Superior pricelist (10% to 12%)	10%	No
Tenzo McAllen, LLC	Tenzo Shade System pricelist	5%	Yes
Child's Play, Inc.	Ultra Shade pricelist	10%	Yes
All Play, Inc.	USA Shade	5%	No
Lea Park & Play, Inc.	USA Shade & Fabric Structures pricelist	13%	Yes
Child's Play, Inc.	USA Shade pricelist	13%	Yes
ExerPlay, Inc.	USA Shade pricelist	5%	No
Fun Abounds, Inc.	USA Shade pricelist	7%	No
Playground Boss	USA Shade pricelist	10%	No
Playground Solutions of Texas, Inc.	USA Shade pricelist	10%	Yes
PlayPower LT Farmington, Inc.	USA Shade pricelist	7%	No
Webuildfun, Inc.	USA Shade Structures pricelist	5%	No
Sundance Shade	USA Shade, Inc. pricelist	5%	No
Victor Stanley, Inc.	Victor Stanley pricelist	7%	Yes
All Play, Inc.	We Pad It	5%	Yes

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13. Discount (%) Off Catalog /Pricelist for **Fabric Buildings (Prefabricated) and Structures** (for use with multipurpose events, sports, storage, and similar related building use), **Attachments, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Arizon Building Systems	Air Structures pricelist	5%	Yes
PlayPower LT Farmington, Inc.	Americana Outdoors pricelist	3%	No
All Play, Inc.	Americana Outdoors pricelist	3%	No
Child's Play, Inc.	Americana Outdoors pricelist	13%	No
The Playground, Shade and Surfacing Depot	Cedar Forest Products pricelist	5%	No
McKenna Contracting, Inc.	Cedar Forest Products pricelist	10%	No
Lone Star Recreation	Cedar Forest Products pricelist	5%	No
DunRite Playgrounds	DunRite Playgrounds pricelist	10%	No
Fun Abounds, Inc.	Fun Abounds Buildings pricelist	7%	No
Gulf Coast Recreation	Gulf Coast Recreation Playground pricelist	10%	No
Kraftsman Commercial Playgrounds and Water Parks	Guthrie Buildings pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	Kay Park Recreation pricelist	7%	No
Kraftsman Commercial Playgrounds and Water Parks	Kraftsman pricelist	5%	No
KYA Services, LLC	KYA pricelist	5%	No
Lone Star Recreation	Landscape Structures SkyWays pricelist	5%	No
ExerPlay, Inc.	Landscape Structures SkyWays pricelist	5%	No
BJ's Park and Recreation Products	Modern Shade pricelist	10%	No
The Playwell Group, Inc.	Modern Shade pricelist	5%	No
Fun Abounds, Inc.	Mueller, Inc. pricelist	7%	No
The Playground, Shade and Surfacing Depot	P.D. pricelist (5% to 8%)	5%	No
Paradigm Contracting	Paradigm pricelist	10%	No
PlayPower LT Farmington, Inc.	PlayPower LT Farmington pricelist	3%	No
All Play, Inc.	PlayPower LT Farmington pricelist	3%	No
Pro-Techs Surfacing, LLC	Pro-Techs Surfacing pricelist	0%	No
Kraftsman Commercial Playgrounds and Water Parks	RCP Shelter pricelist	5%	No
ExerPlay, Inc.	Shade 'N Net pricelist	5%	No

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Vendor Name	Vendor Catalog Information	Percent Discount	Award
ExerPlay, Inc.	Shade Systems pricelist	5%	No
ExerPlay, Inc.	Shades Unlimited pricelist	5%	No
Sturdisteel Company	Sturdisteel Company pricelist	12%	No
The Playwell Group, Inc.	Superior pricelist	5%	No
Hunter Kneppshield of Texas, Inc.	Superior pricelist	10%	No
Kraftsman Commercial Playgrounds and Water Parks	Superior pricelist	10%	No
Superior Recreational Products	Superior pricelist	12%	No
The Playground, Shade and Surfacing Depot	Superior pricelist	10%	No
Child's Play, Inc.	Ultra Site pricelist	13%	No
ExerPlay, Inc.	USA Shade pricelist	5%	No
PlayPower LT Farmington, Inc.	USA Shade pricelist	5%	No
All Play, Inc.	USA Shade pricelist	5%	No
All Play, Inc.	We Pad It pricelist	5%	No

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14. Discount (%) Off Catalog /Pricelist for **Portable Restrooms, Prefabricated Portable Park Buildings and Shelters** (picnic shelters, cabins, pavilions, and similar related portable buildings).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Americana Outdoors, Inc.	Americana Outdoors pricelist	3%	Yes
Lea Park & Play, Inc.	Americana Outdoors pricelist	13%	Yes
PlayPower LT Farmington, Inc.	Americana Outdoors pricelist	12%	Yes
All Play, Inc.	Americana Outdoors pricelist	12%	Yes
Child's Play, Inc.	Americana Shelters pricelist	13%	Yes
Lea Park & Play, Inc.	Anova pricelist	6%	Yes
American Parks Company	APC pricelist	5%	Yes
The Playwell Group, Inc.	Cedar Forest pricelist	5%	Yes
Whirlix Design, Inc.	Cedar Forest pricelist	5%	No
The Playground, Shade and Surfacing Depot	Cedar Forest Products pricelist	5%	Yes
McKenna Contracting, Inc.	Cedar Forest Products pricelist	10%	Yes
Red River Recreation, LLC	Cedar Forest Products pricelist	5%	Yes
Lone Star Recreation	CFP Catalog	5%	Yes
ExerPlay, Inc.	Classic Recreation pricelist	5%	Yes
Playgrounds Etc., LLC	Classic Recreation pricelist	10%	Yes
Whirlix Design, Inc.	Cover Timberworks pricelist	5%	No
Fun Abounds, Inc.	Fun Abounds Buildings pricelist	7%	Yes
GameTime	GameTime Master pricelist	4%	Yes
Green Flush Restrooms	Green Flush BuyBoard pricelist	1%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Guthrie Buildings pricelist	5%	Yes
The Playwell Group, Inc.	ICON pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Kay Park Recreation pricelist	7%	Yes
Kraftsman Commercial Playgrounds and Water Parks	KraftPlay pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Kraftsman pricelist	5%	Yes
KYA Services, LLC	KYA pricelist	5%	No

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14. Discount (%) Off Catalog /Pricelist for **Portable Restrooms, Prefabricated Portable Park Buildings and Shelters** (picnic shelters, cabins, pavilions, and similar related portable buildings).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
ExerPlay, Inc.	Landscape Structures Skyways pricelist	5%	Yes
Lea Park & Play, Inc.	Lea Park & Play pricelist	5%	Yes
Whirlix Design, Inc.	Lumos Solar pricelist	5%	No
Fun Abounds, Inc.	Mueller, Inc. pricelist	7%	Yes
The Playground, Shade and Surfacing Depot	P.D. pricelist	8%	Yes
Paradigm Contracting	Paradigm pricelist	10%	Yes
BJ's Park and Recreation Products	Poligon pricelist	5%	No
Public Restroom Co.	PRC Product Catalog	5%	Yes
Pro-Techs Surfacing, LLC	Pro-Techs Surfacing pricelist	0%	Yes
Kraftsman Commercial Playgrounds and Water Parks	RCP Shelter pricelist	5%	Yes
ExerPlay, Inc.	RCP Shelters pricelist	5%	Yes
Restroom Facilities, Ltd.	Restroom Facilities pricelist	10%	Yes
Romtec, Inc.	Romtec pricelist	8%	Yes
Lone Star Recreation	SkyWays Catalog	5%	Yes
Webuildfun, Inc.	Superior Shade and Shelters pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	Superior Shade pricelist	12%	Yes
Hunter Kneppshield of Texas, Inc.	Superior Shelter pricelist	10%	No
Kraftsman Commercial Playgrounds and Water Parks	Superior Shelter pricelist	10%	No
Child's Play, Inc.	Ultra Shelter pricelist	13%	No

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15. Discount (%) Off Catalog /Pricelist for **Outdoor Bleacher and Seating Systems, Attachments, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
American Parks Company	APC pricelist	5%	Yes
All Play, Inc.	Athletic Connection pricelist	9%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Athletic Connection pricelist	3%	No
Lea Park & Play, Inc.	Athletic Connection pricelist	9%	Yes
Red River Recreation, LLC	Athletic Connection pricelist	5%	Yes
Park Place Recreation Design, Inc.	Bison pricelist	11%	Yes
Webuildfun, Inc.	Bison pricelist	5%	Yes
Whirlix Design, Inc.	Bison pricelist	7%	No
BSN Sports	BSN Equipment Catalog (8% - 18%)	8%	Yes
The Playground, Shade and Surfacing Depot	Cedar Forest Products pricelist	5%	Yes
Diversified Metal Fabricators, Inc.	Diversified Metal Fabricators pricelist	8%	Yes
The Edu-Source Corporation	Edu-Source Corporation pricelist	35%	No
McKenna Contracting, Inc.	First Team pricelist	10%	Yes
GameTime	GameTime Master pricelist	6%	Yes
ExerPlay, Inc.	Gared pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Gared pricelist	5%	Yes
BJ's Park and Recreation Products	Jaypro pricelist	10%	Yes
ExerPlay, Inc.	Jaypro pricelist	5%	Yes
McKenna Contracting, Inc.	Jaypro pricelist	10%	Yes
ExerPlay, Inc.	Kay Park pricelist	11%	No
Hunter Kneppshield of Texas, Inc.	Kay Park pricelist	10%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Kay Park pricelist	7%	No
KMI Sports Construction, LLC	KMI pricelist	10%	No
Kraftsman Commercial Playgrounds and Water Parks	Kraftsman pricelist	5%	Yes
KYA Services, LLC	KYA pricelist	5%	Yes

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15. Discount (%) Off Catalog /Pricelist for **Outdoor Bleacher and Seating Systems, Attachments, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Lea Park & Play, Inc.	Lea Park & Play pricelist	5%	Yes
Play & Park Structures	National Recreation Systems pricelist	5%	Yes
Playgrounds Etc., LLC	National Recreation Systems pricelist	10%	Yes
The Playwell Group, Inc.	National Recreation Systems pricelist	5%	Yes
The Playground, Shade and Surfacing Depot	P.D. pricelist (5% to 10%)	5%	Yes
Playground Solutions of Texas, Inc.	Playground Solutions of Texas pricelist	10%	No
Pro-Techs Surfacing, LLC	Pro-Techs Surfacing pricelist	0%	No
ExerPlay, Inc.	PW Patterson-Williams pricelist	5%	No
Lea Park & Play, Inc.	PW Patterson-Williams pricelist	12%	Yes
Playground Solutions of Texas, Inc.	PW Patterson-Williams pricelist	10%	Yes
PW Athletic	PW Patterson-Williams pricelist	3%	No
Riggs Recreation Equipment, Inc.	PW Patterson-Williams pricelist	10%	No
Grandstand Design Enterprises, Inc.	Southern Bleacher pricelist	5%	No
Southern Bleacher Company	Southern Bleacher pricelist	35%	Yes
PTI Sports & Recreation Construction	Sport Systems pricelist	5%	No
Lea Park & Play, Inc.	SportsPlay pricelist	11%	Yes
Forms and Surfaces, Inc.	Standard Bench pricelist	13%	Yes
Sturdisteel Company	Sturdisteel Company pricelist	12%	Yes
Superior Recreational Products	Superior Catalog	12%	Yes
Kraftsman Commercial	Superior pricelist	10%	No
Playgrounds and Water Parks	Superior pricelist	10%	No
The Playground, Shade and Surfacing Depot	Superior pricelist	10%	No
Child's Play, Inc.	Ultra Site pricelist	11%	Yes

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16. Discount (%) Off Catalog /Pricelist for **Outdoor Barrier Netting Products** (fence screens, windscreens and graphics, bleacher screen and graphics).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Child's Play, Inc.	Athletic Connection pricelist	10%	No
Kraftsman Commercial Playgrounds and Water Parks	Athletic Connection pricelist	3%	Yes
Red River Recreation, LLC	Athletic Connection pricelist	5%	No
BSN Sports	BSN Equipment Catalog (8%- 18%)	8%	Yes
All Play, Inc.	Carron Net pricelist	3%	Yes
Riggs Recreation Equipment, Inc.	Douglas pricelist	12%	No
PTI Sports & Recreation Construction	Douglas Sports Catalog	5%	No
DunRite Playgrounds	DunRite Playgrounds pricelist	10%	Yes
McKenna Contracting, Inc.	First Team pricelist	10%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Gared pricelist	5%	Yes
BJ's Park and Recreation Products	Jaypro pricelist	10%	Yes
ExerPlay, Inc.	Jaypro pricelist	5%	No
McKenna Contracting, Inc.	JayPro pricelist	10%	Yes
KMI Sports Construction, LLC	KMI pricelist	10%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Kraftsman pricelist	5%	Yes
KYA Services, LLC	KYA pricelist	5%	No
The Playwell Group, Inc.	NRS pricelist	5%	Yes
The Playground, Shade and Surfacing Depot	P.D. pricelist (5% to 7%)	5%	Yes
Fun Abounds, Inc.	Premier Outdoor Installations pricelist	7%	Yes
Pro-Techs Surfacing, LLC	Pro-Techs Surfacing pricelist	0%	Yes
PlayPower LT Farmington, Inc.	PW Sport & Site pricelist	7%	Yes
All Play, Inc.	PW Sport & Site pricelist	7%	Yes
Sturdisteel Company	Sturdisteel Company pricelist	12%	No
Sundance Shade	USA Shade, Inc. pricelist	5%	No

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17. Discount (%) off catalog/pricelist for **Fireworks Display Services** (services shall include the products, labor, licenses and resources necessary to coordinate and perform such displays for Cooperative members).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Pro-Techs Surfacing, LLC	Pro-Techs Surfacing pricelist	0%	No

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18. Hourly Labor Rate for **All Other Parks and Recreation Equipment/Products, Attachments, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Lone Star Recreation	2By2 Catalog	5%	No
All Play, Inc.	2by2 Industries pricelist	12%	Yes
McKenna Contracting, Inc.	Action Fit Exercise Equipment pricelist	15%	Yes
McKenna Contracting, Inc.	Action Play Systems Gaga Pits pricelist	15%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Action Play Systems pricelist	5%	Yes
Lea Park & Play, Inc.	Action Play Systems pricelist	11%	Yes
Play RGV, LLC	Action Play Systems pricelist	5%	Yes
PlayPower LT Farmington, Inc.	All Play pricelist	0%	Yes
All Play, Inc.	All Play pricelist	0%	Yes
Americana Outdoors, Inc.	Americana Outdoors pricelist	3%	Yes
All Play, Inc.	Americana Outdoors pricelist	12%	Yes
PlayPower LT Farmington, Inc.	Americana Outdoors pricelist	0%	No
Lea Park & Play, Inc.	Anova pricelist	6%	Yes
American Parks Company	APC pricelist	5%	Yes
Lone Star Recreation	APS Catalog	5%	Yes
Lone Star Recreation	Aquatix Catalog	5%	Yes
All Play, Inc.	Astro Fence	7%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Athletic Connection pricelist	3%	Yes
All Play, Inc.	Athletic Connection pricelist	9%	Yes
Lone Star Recreation	Bailey Bark Catalog	5%	No
All Play, Inc.	Bailey Bark pricelist	10%	Yes
McKenna Contracting, Inc.	Bark Park Equipment pricelist	15%	Yes
Lea Park & Play, Inc.	Bark Park pricelist	9%	Yes
Play RGV, LLC	Barks & Rec pricelist	5%	Yes
Park Place Recreation Design, Inc.	Barks and Rec pricelist	5%	Yes

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18. Hourly Labor Rate for **All Other Parks and Recreation Equipment/Products, Attachments, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Child's Play, Inc.	BCI Burke pricelist	7%	No
Berliner Seilfabrik Play Equipment Corporation	Berliner Seilfabrik pricelist	4%	Yes
The Playground, Shade and Surfacing Depot	Big Toys pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	BridgeKraft pricelist	5%	Yes
BSN Sports	BSN Equipment Catalog (8%-18%)	8%	Yes
All Play, Inc.	Carron Net pricelist	7%	Yes
The Playground, Shade and Surfacing Depot	Cedar Forest Products pricelist	5%	Yes
Lone Star Recreation	CFP Catalog	5%	Yes
The Playground, Shade and Surfacing Depot	Childforms pricelist	5%	Yes
All Play, Inc.	Childforms pricelist	7%	Yes
Child's Play, Inc.	Child's Play pricelist	7%	Yes
The Playground, Shade and Surfacing Depot	Childworks pricelist	5%	Yes
Community Playthings	Community Playthings pricelist	0%	Yes
Whirlix Design, Inc.	Crown Doors pricelist	5%	No
Diversified Metal Fabricators, Inc.	Diversified Metal Fabricators pricelist	8%	No
Playgrounds Etc., LLC	Dog On It pricelist	10%	Yes
All Play, Inc.	DogiPot pricelist	7%	Yes
BJ's Park and Recreation Products	DogiPot-DogiPark pricelist	5%	No
Lone Star Recreation	DuraPlay Catalog	5%	No
Lea Park & Play, Inc.	DuraPlay pricelist	15%	Yes
All Play, Inc.	DuraPlay pricelist	15%	Yes
PlayPower LT Farmington, Inc.	DuraPlay pricelist	15%	Yes
Child's Play, Inc.	Dynamo pricelist	7%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Dynamo pricelist	5%	Yes
The Edu-Source Corporation	Edu-Source Corporation pricelist	35%	No

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Vendor Name	Vendor Catalog Information	Percent Discount	Award
Lone Star Recreation	Equiparc Catalog	5%	Yes
Lea Park & Play, Inc.	Fibar pricelist	15%	Yes
All Play, Inc.	Forever Lawn pricelist	8%	Yes
PlayPower LT Farmington, Inc.	Forever Lawn pricelist	8%	Yes
Park Place Recreation Design, Inc.	Freenotes Harmony Park pricelist	5%	No
Webuildfun, Inc.	Freenotes Harmony Parks pricelist	5%	No
McKenna Contracting, Inc.	Freenotes Harmony pricelist	10%	Yes
Fun Abounds, Inc.	Fun Abounds Buildings pricelist	7%	Yes
All Play, Inc.	Future Pro pricelist	2%	Yes
PlayPower LT Farmington, Inc.	Future Pro pricelist	2%	Yes
GameTime	GameTime Master pricelist	6%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Gared pricelist	5%	Yes
McKenna Contracting, Inc.	Greenfield Outdoor Equipment pricelist	10%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Greenfield Outdoor Fitness pricelist	7%	Yes
The Playground, Shade and Surfacing Depot	Grosfillex Amenity pricelist	43%	Yes
Superior Recreational Products	Grounds For Play Catalog	12%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Grounds for Play pricelist	10%	No
Lea Park & Play, Inc.	Groundsmart pricelist	9%	Yes
Gulf Coast Recreation	Gulf Coast Recreation Playground pricelist	10%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Guthrie Buildings pricelist	5%	Yes
The Playwell Group, Inc.	ICON pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	ID Sculptures pricelist	5%	Yes
The Playground, Shade and Surfacing Depot	Infinity pricelist	5%	Yes
Whirlix Design, Inc.	Jaypro Sports pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	Jensen pricelist	3%	No

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Vendor Name	Vendor Catalog Information	Percent Discount	Award
Paradigm Contracting	Jensen pricelist	11%	Yes
All Play, Inc.	Jensen pricelist	11%	Yes
PlayPower LT Farmington, Inc.	Jensen pricelist	11%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Kay Park Recreation pricelist	7%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Kersplash pricelist	5%	Yes
Play RGV, LLC	KidsTale pricelist	5%	Yes
Play RGV, LLC	Kidstuff pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	KraftKushion pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	KraftPlay pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Kraftsman pricelist	5%	Yes
KYA Services, LLC	KYA pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	Lappset pricelist	2%	Yes
PlayPower LT Farmington, Inc.	Lea Park & Play pricelist	0%	Yes
Lea Park & Play, Inc.	Lea Park & Play pricelist (0%-5%)	0%	Yes
ExerPlay, Inc.	LSI PGE & Shade supplement pricelist	5%	Yes
Lone Star Recreation	LSI Play Catalog	5%	Yes
ExerPlay, Inc.	LSI Surfacing Supplement pricelist	5%	Yes
All Play, Inc.	LTR Products pricelist	8%	Yes
PlayPower LT Farmington, Inc.	LTR Products pricelist	8%	Yes
May Recreation Equip and Design, L.P.	Miracle Recreation pricelist	5%	Yes
Lea Park & Play, Inc.	MyTCoat pricelist	13%	Yes
Sundance Shade	MyTCoat pricelist	5%	No
All Play, Inc.	MyTCoat pricelist	9%	Yes
PlayPower LT Farmington, Inc.	MyTCoat pricelist	9%	Yes
McKenna Contracting, Inc.	Nature Rocks pricelist	15%	Yes

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18. Hourly Labor Rate for **All Other Parks and Recreation Equipment/Products, Attachments, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Play RGV, LLC	New Earth pricelist	5%	Yes
Lea Park & Play, Inc.	No Fault pricelist	9%	Yes
All Play, Inc.	No Fault pricelist	5%	Yes
PlayPower LT Farmington, Inc.	No Fault pricelist	5%	Yes
All Play, Inc.	Outdoor Fit pricelist	3%	Yes
PlayPower LT Farmington, Inc.	Outdoor Fit pricelist	3%	No
The Playground, Shade and Surfacing Depot	P.D. pricelist (5% to 10%)	5%	Yes
Paradigm Contracting	Paradigm Contracting pricelist	8%	Yes
Park Place Recreation Design, Inc.	Park Environments pricelist	5%	Yes
Playgrounds Etc., LLC	Pavement Markings pricelist	10%	Yes
Child's Play, Inc.	Percussion Play pricelist	7%	Yes
May Recreation Equip and Design, L.P.	Percussion Play pricelist	5%	Yes
Park Place Recreation Design, Inc.	Percussion Play pricelist	5%	Yes
All Play, Inc.	Pierceton Rubber Products pricelist	7%	Yes
PlayPower LT Farmington, Inc.	Pierceton Rubber Products pricelist	7%	Yes
Play RGV, LLC	Play RGV pricelist	5%	Yes
The Playwell Group, Inc.	Playcraft pricelist	5%	Yes
Play RGV, LLC	Playground Equipment pricelist	5%	Yes
Playground Solutions of Texas, Inc.	Playground Solutions of Texas pricelist	10%	Yes
PlayPower LT Farmington, Inc.	PlayPower LT Farmington pricelist	3%	Yes
All Play, Inc.	PlayPower LT Farmington pricelist	3%	No
Lone Star Recreation	PP Catalog	5%	Yes
All Play, Inc.	PPLT EWF pricelist	10%	Yes
PlayPower LT Farmington, Inc.	PPLT EWF pricelist	10%	Yes
Play RGV, LLC	Premier Polysteel pricelist	5%	Yes

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Vendor Name	Vendor Catalog Information	Percent Discount	Award
Pro-Techs Surfacing, LLC	Pro-Techs Surfacing pricelist	0%	Yes
PumpTrax USA	PumpTrax USA BuyBoard Catalog	10%	No
Lea Park & Play, Inc.	PW Sport & Site pricelist	9%	Yes
All Play, Inc.	PW Sport Site	7%	Yes
PlayPower LT Farmington, Inc.	PW Sport Site	7%	Yes
Kraftsman Commercial Playgrounds and Water Parks	RCP Shelter pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Rhino Skate Parks pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Robertsons/TotTurf pricelist	5%	Yes
Play RGV, LLC	Rubber Recycle pricelist	5%	Yes
Lea Park & Play, Inc.	Rubber Recycle pricelist	6%	Yes
The Playground, Shade and Surfacing Depot	Science Playgrounds pricelist	5%	Yes
Lone Star Recreation	SkyWays Catalog	5%	Yes
McKenna Contracting, Inc.	Snug Equipment pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Spectrum pricelist	5%	Yes
Play RGV, LLC	Sports Play pricelist	5%	Yes
All Play, Inc.	Sports Play pricelist	11%	Yes
Kraftsman Commercial Playgrounds and Water Parks	SportsKraft pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Stern Williams pricelist	10%	Yes
Stone Age Concrete Games, Inc.	Stone Age Concrete Games pricelist	5%	Yes
Sturdisteel Company	Sturdisteel Company pricelist	12%	No
Sunbelt Pools, Inc.	Sunbelt Pools 2022 pricelist	10%	Yes
Lea Park & Play, Inc.	Superior Amenities pricelist	11%	Yes
All Play, Inc.	Superior Amenities pricelist	7%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Superior Ascend Rope pricelist	5%	Yes
Superior Recreational Products	Superior Childworks Catalog	12%	Yes

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Vendor Name	Vendor Catalog Information	Percent Discount	Award
Kraftsman Commercial Playgrounds and Water Parks	Superior Components pricelist	10%	Yes
Playgrounds Etc., LLC	Superior Dog Park pricelist	10%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Superior Dog Play pricelist	10%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Superior FX pricelist	12%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Superior Outdoor Fitness pricelist	10%	Yes
Superior Recreational Products	Superior Playground Catalog	12%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Superior Playgrounds pricelist	12%	Yes
Hunter Kneppshield of Texas, Inc.	Superior Playgrounds pricelist	10%	No
Superior Recreational Products	Superior Shade Catalog	12%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Superior Shade pricelist	10%	No
Kraftsman Commercial Playgrounds and Water Parks	Superior Shelter pricelist	10%	Yes
Superior Recreational Products	Superior Site Amenities Catalog	12%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Superior Site Amenities pricelist	10%	No
Superior Recreational Products	Superior Surfacing Catalog	12%	Yes
Robertson Industries, Inc.	Surfacing pricelist	10%	Yes
Lone Star Recreation	SYNLawn Catalog	5%	Yes
Play RGV, LLC	Synlawn pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	ThemedConcepts pricelist	5%	Yes
The Playground, Shade and Surfacing Depot	UltraPlay pricelist	10%	Yes
Kraftsman Commercial Playgrounds and Water Parks	UltraPlay pricelist	10%	Yes
Paradigm Contracting	UltraPlay pricelist	12%	Yes
All Play, Inc.	UltraPlay pricelist	11%	Yes
Kraftsman Commercial Playgrounds and Water Parks	UltraShade pricelist	10%	Yes
Park Place Recreation Design, Inc.	UltraSite pricelist	11%	Yes
The Playground, Shade and Surfacing Depot	UltraSite pricelist	10%	Yes

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18. Hourly Labor Rate for **All Other Parks and Recreation Equipment/Products, Attachments, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Child's Play, Inc.	UltraSite pricelist	10%	Yes
Paradigm Contracting	UltraSite pricelist	12%	Yes
Kraftsman Commercial Playgrounds and Water Parks	UltraSite pricelist	10%	Yes
Lea Park & Play, Inc.	UltraSite pricelist	11%	Yes
The Playwell Group, Inc.	UltraSite pricelist	5%	No
All Play, Inc.	UltraSite pricelist	11%	Yes
May Recreation Equip and Design, L.P.	UPC Parks pricelist	5%	Yes
All Play, Inc.	Urban Turf pricelist	10%	Yes
PlayPower LT Farmington, Inc.	Urban Turf pricelist	10%	Yes
Lea Park & Play, Inc.	USA Shade & Fabric Structures pricelist	13%	Yes
All Play, Inc.	USA Shade pricelist	7%	Yes
PlayPower LT Farmington, Inc.	USA Shade pricelist	7%	Yes
Vortex Aquatic Structures International	Vortex Catalog	5%	Yes
Lea Park & Play, Inc.	Wabash Valley pricelist	12%	Yes
All Play, Inc.	Wabash Valley pricelist	3%	Yes
PlayPower LT Farmington, Inc.	Wabash Valley pricelist	3%	Yes
Watchfire Signs	Watchfire pricelist	10%	Yes
All Play, Inc.	We Pad It pricelist	5%	Yes
Lone Star Recreation	XGrass Catalog	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	YALP pricelist	2%	Yes

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19. Discount (%) off catalog/pricelist for **Repair/Replacement Parts for Parks and Recreation Equipment and Products.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Lone Star Recreation	2By2 Catalog	5%	Yes
All Play, Inc.	2by2 pricelist	12%	Yes
The Playwell Group, Inc.	Action Fit pricelist	5%	Yes
Lone Star Recreation	Action Play Systems Catalog	5%	No
Lea Park & Play, Inc.	Action Play Systems pricelist	0%	No
Play RGV, LLC	Action Play Systems pricelist	5%	No
The Playwell Group, Inc.	Action Play Systems pricelist	5%	No
All Play, Inc.	All Play pricelist	0%	Yes
PlayPower LT Farmington, Inc.	All Play pricelist	0%	No
All Play, Inc.	Americana Outdoors pricelist	12%	Yes
Lea Park & Play, Inc.	Americana Outdoors pricelist	0%	Yes
Lea Park & Play, Inc.	Anova pricelist	0%	Yes
American Parks Company	APC pricelist	5%	Yes
Lone Star Recreation	Aquatix Catalog	5%	Yes
All Play, Inc.	Astro Fence pricelist	7%	No
All Play, Inc.	Athletic Connection pricelist	9%	Yes
Lea Park & Play, Inc.	Athletic Connection pricelist	0%	No
The Playwell Group, Inc.	Athletic Connection pricelist	5%	Yes
Lone Star Recreation	Bailey Bark Catalog	5%	Yes
All Play, Inc.	Bailey Bark pricelist	10%	Yes
Lea Park & Play, Inc.	Bark Park pricelist	0%	Yes
Play RGV, LLC	Barks & Rec pricelist	5%	Yes
The Playwell Group, Inc.	Barks & Rec pricelist	5%	Yes
Child's Play, Inc.	BCI Burke pricelist	7%	No
Berliner Seilfabrik Play Equipment Corporation	Berliner Seilfabrik pricelist	4%	Yes

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19. Discount (%) off catalog/pricelist for **Repair/Replacement Parts for Parks and Recreation Equipment and Products.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
The Playwell Group, Inc.	Bison pricelist	5%	Yes
All Play, Inc.	Carron Net pricelist	3%	No
The Playwell Group, Inc.	Cedar Forest pricelist	5%	Yes
Lone Star Recreation	CFP Catalog	5%	Yes
All Play, Inc.	Childforms pricelist	7%	Yes
The Playground, Shade and Surfacing Depot	Childforms pricelist	5%	Yes
Child's Play, Inc.	Child's Play pricelist	10%	No
The Playground, Shade and Surfacing Depot	Childworks pricelist	5%	Yes
All Play, Inc.	DogiPot pricelist	7%	Yes
DunRite Playgrounds	DunRite Playgrounds pricelist	10%	Yes
Lone Star Recreation	DuraPlay Catalog	5%	Yes
All Play, Inc.	DuraPlay pricelist	15%	No
Lea Park & Play, Inc.	DuraPlay pricelist	0%	Yes
Lea Park & Play, Inc.	Dynamo pricelist	0%	Yes
Lea Park & Play, Inc.	Ecokid pricelist	0%	Yes
Lea Park & Play, Inc.	Ecore pricelist	0%	Yes
Lea Park & Play, Inc.	Ecowood pricelist	0%	Yes
The Edu-Source Corporation	Edu-Source Corporation pricelist	35%	No
Lea Park & Play, Inc.	Engineered Wood Fiber pricelist	0%	No
Lone Star Recreation	Equiparc Catalog	5%	Yes
Lea Park & Play, Inc.	Fibar pricelist	0%	No
All Play, Inc.	Forever Lawn pricelist	8%	No
Lea Park & Play, Inc.	Forever Lawn pricelist	0%	No
Lea Park & Play, Inc.	Freenotes pricelist	0%	No
The Playwell Group, Inc.	Freenotes pricelist	5%	Yes

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19. Discount (%) off catalog/pricelist for **Repair/Replacement Parts for Parks and Recreation Equipment and Products.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Lea Park & Play, Inc.	Frog Furnishings pricelist	0%	Yes
Fun Abounds, Inc.	Fun Abounds Buildings pricelist	0%	No
All Play, Inc.	Future Pro pricelist	2%	No
GameTime	GameTime Master pricelist	0%	Yes
Lea Park & Play, Inc.	Goric pricelist	0%	Yes
Superior Recreational Products	Grounds For Play Catalog	12%	Yes
Lea Park & Play, Inc.	Groundsmart pricelist	0%	No
Gulf Coast Recreation	Gulf Coast Recreation Playground pricelist	20%	Yes
The Playwell Group, Inc.	ICON pricelist	5%	Yes
Lea Park & Play, Inc.	ID Sculpture pricelist	0%	Yes
PTI Sports & Recreation Construction	Jambette pricelist	5%	Yes
The Playwell Group, Inc.	Jaypro pricelist	5%	Yes
All Play, Inc.	Jensen pricelist	11%	Yes
Lea Park & Play, Inc.	Jensen pricelist	0%	No
Paradigm Contracting	Jensen pricelist	12%	Yes
The Playwell Group, Inc.	Jensen pricelist	5%	Yes
Play RGV, LLC	KidsTale pricelist	5%	No
Playground Boss	KidsTale pricelist	10%	Yes
Play RGV, LLC	Kidstuff pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Kraftsman pricelist	5%	Yes
KYA Services, LLC	KYA pricelist	5%	No
ExerPlay, Inc.	Landscape Structures pricelist	5%	Yes
ExerPlay, Inc.	Landscape Structures pricelist	5%	Yes
Lone Star Recreation	Landscape Structures pricelist	5%	Yes
Whirlix Design, Inc.	Landscape Structures pricelist	0%	No

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19. Discount (%) off catalog/pricelist for **Repair/Replacement Parts for Parks and Recreation Equipment and Products.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Lea Park & Play, Inc.	Lea Park & Play pricelist	0%	Yes
PlayPower LT Farmington, Inc.	Lea Park & Play pricelist	0%	No
Lea Park & Play, Inc.	Little Tikes Commercial pricelist	0%	Yes
All Play, Inc.	LTR Products pricelist	8%	Yes
May Recreation Equip and Design, L.P.	Miracle pricelist	15%	Yes
Park Place Recreation Design, Inc.	Miracle pricelist	5%	Yes
Webuildfun, Inc.	Miracle pricelist	0%	No
The Playwell Group, Inc.	Modern Shade pricelist	5%	Yes
The Playwell Group, Inc.	Most Dependable Fountains pricelist	5%	No
All Play, Inc.	MyTCoat pricelist	9%	Yes
Lea Park & Play, Inc.	MyTCoat pricelist	0%	No
The Playwell Group, Inc.	MyTCoat pricelist	5%	Yes
The Playwell Group, Inc.	National Recreation Systems pricelist	5%	Yes
Lea Park & Play, Inc.	Nature of Early Play pricelist	0%	Yes
Lea Park & Play, Inc.	New Earth pricelist	0%	No
Play RGV, LLC	New Earth pricelist	5%	No
Lea Park & Play, Inc.	No Fault pricelist	0%	No
Oasis Waterplaygrounds, Inc.	Oasis pricelist	8%	Yes
All Play, Inc.	Outdoor Fit pricelist	3%	Yes
Lea Park & Play, Inc.	Outdoor Fit pricelist	0%	Yes
The Playground, Shade and Surfacing Depot	P.D. pricelist (5% to 10%)	7%	Yes
Paradigm Contracting	Paradigm Contracting pricelist	10%	No
All Play, Inc.	Pierceton Rubber Products pricelist	7%	No
Lea Park & Play, Inc.	Pierceton Rubber Products pricelist	0%	No
McKenna Contracting, Inc.	Play & Park Structures pricelist	5%	Yes

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19. Discount (%) off catalog/pricelist for **Repair/Replacement Parts for Parks and Recreation Equipment and Products.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Play & Park Structures	Play & Park Structures pricelist	5%	Yes
Play RGV, LLC	Play RGV pricelist	5%	No
The Playwell Group, Inc.	Playcraft Systems pricelist	5%	Yes
Play RGV, LLC	Playground Equipment pricelist	5%	Yes
Playground Solutions of Texas, Inc.	Playground Solutions of Texas pricelist	10%	No
Lea Park & Play, Inc.	PlayMart pricelist	0%	Yes
PlayPower LT Farmington, Inc.	PlayPower LT Farmington pricelist	3%	No
All Play, Inc.	PlayPower LT Farmington pricelist (3% to 10)	3%	No
Playground Solutions of Texas, Inc.	Playworld pricelist	10%	Yes
Lone Star Recreation	Premier Polysteel Catalog	5%	Yes
Play RGV, LLC	Premier Polysteel pricelist	5%	Yes
Pro-Techs Surfacing, LLC	Pro-Techs Surfacing pricelist	0%	No
PumpTrax USA	PumpTrax USA BuyBoard Catalog	5%	No
All Play, Inc.	PW Athletic pricelist	7%	Yes
Lea Park & Play, Inc.	PW Athletic pricelist	0%	No
PW Athletic	PW Athletic pricelist	3%	Yes
The Playwell Group, Inc.	PW Athletic pricelist	5%	Yes
Lea Park & Play, Inc.	Rubber Recycle pricelist	0%	No
Play RGV, LLC	Rubber Recycle pricelist	5%	No
Playground Solutions of Texas, Inc.	Shade Systems pricelist	10%	Yes
Lone Star Recreation	SkyWays Catalog	5%	No
Lea Park & Play, Inc.	Soft Play pricelist	0%	No
The Playwell Group, Inc.	Splash Pads by Nirbo pricelist	5%	Yes
All Play, Inc.	Sports Play pricelist	11%	Yes
Lea Park & Play, Inc.	Sports Play pricelist	0%	No

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19. Discount (%) off catalog/pricelist for **Repair/Replacement Parts for Parks and Recreation Equipment and Products.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Play RGV, LLC	Sports Play pricelist	5%	Yes
Stone Age Concrete Games, Inc.	Stone Age Concrete Games pricelist	5%	Yes
Sturdisteel Company	Sturdisteel Company pricelist	12%	No
Superior Recreational Products	Superior Catalog	12%	Yes
All Play, Inc.	Superior pricelist	7%	No
Hunter Kneppshield of Texas, Inc.	Superior pricelist	10%	No
Lea Park & Play, Inc.	Superior pricelist	0%	No
Playgrounds Etc., LLC	Superior pricelist	10%	No
The Playwell Group, Inc.	Superior pricelist	5%	No
Robertson Industries, Inc.	Surfacing pricelist	10%	No
Lone Star Recreation	Synlawn pricelist	5%	No
Play RGV, LLC	Synlawn pricelist	5%	No
Kraftsman Commercial Playgrounds and Water Parks	Themed Concepts pricelist	5%	Yes
Lea Park & Play, Inc.	Themed Concepts pricelist	0%	Yes
Lea Park & Play, Inc.	Thomas Steele pricelist	0%	No
The Playwell Group, Inc.	Totturf (Surfacing) pricelist	5%	Yes
All Play, Inc.	UltraPlay pricelist	11%	Yes
Kraftsman Commercial Playgrounds and Water Parks	UltraPlay pricelist	10%	Yes
Lea Park & Play, Inc.	UltraPlay pricelist	0%	No
Paradigm Contracting	UltraPlay pricelist	10%	Yes
The Playground, Shade and Surfacing Depot	UltraPlay pricelist	10%	Yes
The Playwell Group, Inc.	Ultraplay pricelist	5%	No
All Play, Inc.	UltraSite pricelist	11%	No
Kraftsman Commercial Playgrounds and Water Parks	UltraSite pricelist	10%	Yes
Lea Park & Play, Inc.	UltraSite pricelist	0%	No

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19. Discount (%) off catalog/pricelist for **Repair/Replacement Parts for Parks and Recreation Equipment and Products.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Paradigm Contracting	UltraSite pricelist	10%	Yes
The Playground, Shade and Surfacing Depot	UltraSite pricelist	10%	Yes
The Playwell Group, Inc.	UltraSite pricelist	5%	No
All Play, Inc.	Urban Turf pricelist	10%	No
Lea Park & Play, Inc.	Urban Turf pricelist	0%	No
Lea Park & Play, Inc.	USA Shade & Fabric Structures pricelist	0%	Yes
All Play, Inc.	USA Shade pricelist	7%	Yes
Victor Stanley, Inc.	Victor Stanley pricelist	7%	Yes
Vortex Aquatic Structures International	Vortex Catalog	5%	Yes
All Play, Inc.	Wabash Valley pricelist	3%	Yes
Lea Park & Play, Inc.	Wabash Valley pricelist	0%	Yes
The Playwell Group, Inc.	Wabash Valley pricelist	5%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Water Odyssey pricelist	10%	Yes
All Play, Inc.	We Pad It	5%	Yes
Lone Star Recreation	XGrass Catalog	5%	No
Kraftsman Commercial Playgrounds and Water Parks	YALP pricelist	2%	Yes
The Playwell Group, Inc.	Zeager pricelist	5%	Yes

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20. Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products

Vendor Name	Vendor Catalog Information	Bid Price	Award
Heartland Park & Recreation, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$0.00	Yes
Pro-Techs Surfacing, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$0.00	No
Southern Bleacher Company	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$0.00	No
Paradigm Contracting	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$39.00	Yes
Berliner Seilfabrik Play Equipment Corporation	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$40.00	Yes
T.F. Harper & Associates LP	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$45.00	Yes
Playgrounds Etc., LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$50.00	Yes
GameTime	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$55.00	Yes
KYA Services, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$55.00	Yes
Sturdisteel Company	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$55.00	No
Henneberger Construction, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$70.00	Yes
PTI Sports & Recreation Construction	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$75.00	Yes
McKenna Contracting, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$85.00	Yes
EZ Dock of Texas, L.P.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$120.00	No
The Playwell Group, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$125.00	Yes
The Playground, Shade and Surfacing Depot	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$135.00	Yes
Whirlix Design, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$140.00	Yes
Liteco Electric, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$195.00	Yes
Child's Play, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$200.00	Yes
Walk In The Park Construction, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$242.00	Yes
ExerPlay, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$250.00	Yes

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20. Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products

Vendor Name	Vendor Catalog Information	Bid Price	Award
All Play, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$250.00	Yes
Grandstand Design Enterprises, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$250.00	No
Lone Star Recreation	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$250.00	Yes
Park Place Recreation Design, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$250.00	Yes
PlayPower LT Farmington, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$250.00	Yes
Webuildfun, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$250.00	Yes
The Edu-Source Corporation	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$292.50	Yes
Open Space TX, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$300.00	Yes
Kraftsman Commercial Playgrounds and Water Parks	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$350.00	Yes
Lea Park & Play, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$350.00	Yes
Superior Recreational Products	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$400.00	Yes
Gulf Coast Recreation	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	\$500.00	Yes

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21. Discount (%) off from the **Installation Rate ONLY of Park and Playground Equipment and Products** (for labor as a percent (%) of the total cost of equipment/products to be installed).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
EZ Dock of Texas, L.P.	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	0%	No
Greenfields Outdoor Fitness	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	0%	Yes
Lea Park & Play, Inc.	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	0%	Yes
May Recreation Equip and Design, L.P.	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	0%	Yes
Pro-Techs Surfacing, LLC	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	0%	No
Southern Bleacher Company	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	0%	No
Webuildfun, Inc.	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	0%	Yes
Superior Recreational Products	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	0%	Yes
Fun Abounds, Inc.	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	0%	Yes
Grandstand Design Enterprises, Inc.	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	2%	No
Liteco Electric, Inc.	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	2%	Yes
Walk In The Park Construction, Inc.	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	3%	Yes
American Parks Company	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	5%	Yes
Heartland Park & Recreation, LLC	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	5%	Yes
Henneberger Construction, Inc.	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	5%	Yes
Hunter Kneppshield of Texas, Inc.	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	5%	Yes
Lone Star Recreation	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	5%	Yes
McKenna Contracting, Inc.	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	5%	Yes
Paradigm Contracting	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	5%	Yes
Park Place Recreation Design, Inc.	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	5%	Yes
PTI Sports & Recreation Construction	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	5%	Yes

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21. Discount (%) off from the **Installation Rate ONLY of Park and Playground Equipment and Products** (for labor as a percent (%) of the total cost of equipment/products to be installed).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
PumpTrax USA	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	5%	No
Red River Recreation, LLC	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	5%	Yes
Riggs Recreation Equipment, Inc.	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	5%	No
T.F. Harper & Associates LP	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	5%	Yes
The Playwell Group, Inc.	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	5%	Yes
Vortex Aquatic Structures International	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	5%	No
Whirlix Design, Inc.	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	5%	Yes
Playgrounds Etc., LLC	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	5%	Yes
BJ's Park and Recreation Products	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	5%	Yes
Child's Play, Inc.	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	10%	Yes
DunRite Playgrounds	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	10%	Yes
Playground Boss	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	10%	Yes
Sturdisteel Company	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	12%	No
Gulf Coast Recreation	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	20%	Yes
All Play, Inc.	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	35%	Yes
GameTime	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	35%	Yes
Kraftsman Commercial Playgrounds and Water Parks	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	35%	Yes
The Edu-Source Corporation	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	35%	Yes
PlayPower LT Farmington, Inc.	Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products	35%	Yes

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22. Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products

Vendor Name	Vendor Catalog Information	Bid Price	Award
Play RGV, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products	\$0.00	No
Pro-Techs Surfacing, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products	\$0.00	No
Southern Bleacher Company	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products	\$0.00	No
T.F. Harper & Associates LP	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products	\$45.00	Yes
Playgrounds Etc., LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products	\$50.00	Yes
KYA Services, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products	\$65.00	No
PTI Sports & Recreation Construction	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products	\$75.00	No
Water Splash, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products	\$80.00	No
The Playwell Group, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products	\$125.00	Yes
Sunbelt Pools, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products	\$135.00	Yes
Whirlix Design, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products	\$140.00	No
The Playground, Shade and Surfacing Depot	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products	\$225.00	Yes
ExerPlay, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products	\$250.00	Yes
Lone Star Recreation	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products	\$250.00	Yes
Park Place Recreation Design, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products	\$250.00	Yes
PlayPower LT Farmington, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products	\$250.00	No
Oasis Waterplaygrounds, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products	\$300.00	Yes
Kraftsman Commercial Playgrounds and Water Parks	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products	\$550.00	Yes

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23. Hourly Labor Rate for Installation/Repair Service of Skate Park Equipment and Products

Vendor Name	Vendor Catalog Information	Bid Price	Award
Pro-Techs Surfacing, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Skate Park Equipment and Services	\$0.00	No
Southern Bleacher Company	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Skate Park Equipment and Services	\$0.00	No
T.F. Harper & Associates LP	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Skate Park Equipment and Services	\$45.00	No
KYA Services, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Skate Park Equipment and Services	\$55.00	No
PumpTrax USA	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Skate Park Equipment and Services	\$100.00	Yes
The Playwell Group, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Skate Park Equipment and Services	\$125.00	No
Walk In The Park Construction, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Skate Park Equipment and Services	\$242.00	Yes
Kraftsman Commercial Playgrounds and Water Parks	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Skate Park Equipment and Services	\$350.00	Yes

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24. Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products.

Vendor Name	Vendor Catalog Information	Bid Price	Award
Play RGV, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products	\$0.00	No
Pro-Techs Surfacing, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products	\$0.00	No
Southern Bleacher Company	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products	\$0.00	No
T.F. Harper & Associates LP	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products	\$45.00	No
Playgrounds Etc., LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products	\$50.00	No
KYA Services, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products	\$65.00	No
PTI Sports & Recreation Construction	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products	\$75.00	No
The Playwell Group, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products	\$125.00	Yes
Sunbelt Pools, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products	\$135.00	Yes
Whirlix Design, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products	\$140.00	No
The Playground, Shade and Surfacing Depot	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products	\$225.00	Yes
ExerPlay, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products	\$250.00	Yes
Lone Star Recreation	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products	\$250.00	Yes
Oasis Waterplaygrounds, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products	\$300.00	Yes
Kraftsman Commercial Playgrounds and Water Parks	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products	\$550.00	Yes

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25. Hourly Labor Rate for Installation/Repair Service of Lake, River and Waterway Equipment

Vendor Name	Vendor Catalog Information	Bid Price	Award
Pro-Techs Surfacing, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Lake, River and Waterway Equipment	\$0.00	No
Southern Bleacher Company	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Lake, River and Waterway Equipment	\$0.00	No
T.F. Harper & Associates LP	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Lake, River and Waterway Equipment	\$45.00	No
EZ Dock of Texas, L.P.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Lake, River and Waterway Equipment	\$120.00	Yes
Henneberger Construction, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Lake, River and Waterway Equipment	\$120.00	Yes
The Playground, Shade and Surfacing Depot	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Lake, River and Waterway Equipment	\$225.00	No
Kraftsman Commercial Playgrounds and Water Parks	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Lake, River and Waterway Equipment	\$450.00	No

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26. Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products

Vendor Name	Vendor Catalog Information	Bid Price	Award
Play RGV, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$0.00	No
Pro-Techs Surfacing, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$0.00	No
Southern Bleacher Company	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$0.00	No
Tenzo McAllen, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$20.00	Yes
T.F. Harper & Associates LP	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$45.00	No
Paradigm Contracting	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$47.00	Yes
Playgrounds Etc., LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$50.00	Yes
GameTime	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$55.00	Yes
KYA Services, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$55.00	No
PTI Sports & Recreation Construction	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$75.00	No
Henneberger Construction, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$80.00	Yes
McKenna Contracting, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$85.00	Yes
The Playwell Group, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$125.00	Yes
Whirlix Design, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$140.00	No
KMI Sports Construction, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$150.00	Yes
Child's Play, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$200.00	Yes
The Playground, Shade and Surfacing Depot	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$205.00	Yes
Walk In The Park Construction, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$242.00	Yes
All Play, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$250.00	Yes
ExerPlay, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$250.00	Yes
Lone Star Recreation	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$250.00	Yes

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26. Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products

Vendor Name	Vendor Catalog Information	Bid Price	Award
Park Place Recreation Design, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$250.00	Yes
PlayPower LT Farmington, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$250.00	Yes
Webuildfun, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$250.00	No
The Edu-Source Corporation	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$292.50	No
Open Space TX, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$300.00	Yes
Kraftsman Commercial Playgrounds and Water Parks	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$350.00	Yes
Lea Park & Play, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$400.00	Yes
Superior Recreational Products	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$400.00	Yes
Gulf Coast Recreation	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products	\$450.00	Yes

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27. Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products

Vendor Name	Vendor Catalog Information	Bid Price	Award
Southern Bleacher Company	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products	\$0.00	No
Pro-Techs Surfacing, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products	\$0.00	No
Arizon Building Systems	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products	\$35.00	Yes
Paradigm Contracting	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products	\$39.00	No
KYA Services, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products	\$45.00	No
T.F. Harper & Associates LP	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products	\$45.00	No
Playgrounds Etc., LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products	\$50.00	No
Sturdisteel Company	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products	\$55.00	No
Henneberger Construction, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products	\$80.00	No
The Playwell Group, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products	\$125.00	No
Child's Play, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products	\$200.00	No
The Playground, Shade and Surfacing Depot	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products	\$205.00	No
All Play, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products	\$250.00	No

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27. Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products

Vendor Name	Vendor Catalog Information	Bid Price	Award
PlayPower LT Farmington, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products	\$250.00	No
ExerPlay, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products	\$250.00	No
Lone Star Recreation	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products	\$250.00	No
Open Space TX, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products	\$300.00	No
Kraftsman Commercial Playgrounds and Water Parks	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products	\$350.00	No
Superior Recreational Products	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products	\$400.00	No

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28. Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters

Vendor Name	Vendor Catalog Information	Bid Price	Award
Southern Bleacher Company	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters	\$0.00	No
Pro-Techs Surfacing, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters	\$0.00	No
Play RGV, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters	\$0.00	No
Paradigm Contracting	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters	\$39.00	Yes
T.F. Harper & Associates LP	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters	\$45.00	No
KYA Services, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters	\$45.00	No
Playgrounds Etc., LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters	\$50.00	Yes
Sturdisteel Company	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters	\$55.00	No
GameTime	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters	\$55.00	Yes
Henneberger Construction, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters	\$75.00	Yes
The Playwell Group, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters	\$125.00	Yes
Whirlix Design, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters	\$140.00	No
Child's Play, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters	\$175.00	Yes
The Playground, Shade and Surfacing Depot	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters	\$225.00	Yes

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28. Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters

Vendor Name	Vendor Catalog Information	Bid Price	Award
Walk In The Park Construction, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters	\$242.00	Yes
Restroom Facilities, Ltd.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters	\$249.00	Yes
All Play, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters	\$250.00	Yes
PlayPower LT Farmington, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters	\$250.00	Yes
ExerPlay, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters	\$250.00	Yes
Lone Star Recreation	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters	\$250.00	Yes
Open Space TX, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters	\$300.00	Yes
Lea Park & Play, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters	\$400.00	Yes
Kraftsman Commercial Playgrounds and Water Parks	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters	\$550.00	Yes

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29. Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems

Vendor Name	Vendor Catalog Information	Bid Price	Award
Pro-Techs Surfacing, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems	\$0.00	No
KYA Services, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems	\$40.00	Yes
T.F. Harper & Associates LP	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems	\$45.00	No
Playgrounds Etc., LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems	\$50.00	Yes
GameTime	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems	\$55.00	Yes
Sturdisteel Company	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems	\$55.00	Yes
Henneberger Construction, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems	\$70.00	Yes
PTI Sports & Recreation Construction	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems	\$75.00	No
McKenna Contracting, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems	\$85.00	Yes
The Playwell Group, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems	\$125.00	Yes
Whirlix Design, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems	\$140.00	No
KMI Sports Construction, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems	\$150.00	No
The Playground, Shade and Surfacing Depot	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems	\$155.00	Yes
Child's Play, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems	\$175.00	Yes
Southern Bleacher Company	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems	\$210.00	Yes
Walk In The Park Construction, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems	\$242.00	Yes
All Play, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems	\$250.00	Yes
ExerPlay, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems	\$250.00	Yes
Grandstand Design Enterprises, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems	\$250.00	No
Park Place Recreation Design, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems	\$250.00	Yes
PlayPower LT Farmington, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems	\$250.00	No

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29. Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems

Vendor Name	Vendor Catalog Information	Bid Price	Award
Webuildfun, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems	\$250.00	Yes
The Edu-Source Corporation	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems	\$292.50	No
Open Space TX, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems	\$300.00	No
Kraftsman Commercial Playgrounds and Water Parks	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems	\$350.00	Yes
Lea Park & Play, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems	\$350.00	Yes
Superior Recreational Products	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems	\$400.00	Yes

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30. Hourly Labor Rate for Installation/Repair Service of Outdoor Barrier Netting Products

Vendor Name	Vendor Catalog Information	Bid Price	Award
Southern Bleacher Company	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Barrier Netting Products	\$0.00	No
Play RGV, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Barrier Netting Products	\$0.00	No
Pro-Techs Surfacing, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Barrier Netting Products	\$0.00	No
PlayPower LT Farmington, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Barrier Netting Products	\$20.00	Yes
T.F. Harper & Associates LP	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Barrier Netting Products	\$45.00	No
KYA Services, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Barrier Netting Products	\$45.00	No
Sturdisteel Company	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Barrier Netting Products	\$55.00	No
Henneberger Construction, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Barrier Netting Products	\$70.00	Yes
PTI Sports & Recreation Construction	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Barrier Netting Products	\$75.00	No
McKenna Contracting, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Barrier Netting Products	\$85.00	Yes
The Playground, Shade and Surfacing Depot	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Barrier Netting Products	\$135.00	Yes
Child's Play, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Barrier Netting Products	\$150.00	No
KMI Sports Construction, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Barrier Netting Products	\$150.00	Yes
All Play, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Barrier Netting Products	\$250.00	Yes
ExerPlay, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Barrier Netting Products	\$250.00	Yes
Kraftsman Commercial Playgrounds and Water Parks	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Barrier Netting Products	\$350.00	Yes

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31. Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation

Vendor Name	Vendor Catalog Information	Bid Price	Award
Pro-Techs Surfacing, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation	\$0.00	No
Southern Bleacher Company	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation	\$0.00	No
Paradigm Contracting	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation	\$39.00	Yes
T.F. Harper & Associates LP	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation	\$45.00	Yes
GameTime	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation	\$55.00	No
Sturdisteel Company	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation	\$55.00	No
Henneberger Construction, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation	\$70.00	Yes
PTI Sports & Recreation Construction	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation	\$75.00	Yes
The Playwell Group, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation	\$125.00	No
KMI Sports Construction, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation	\$150.00	Yes
Child's Play, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation	\$200.00	No
Gulf Coast Recreation	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation	\$200.00	No
The Playground, Shade and Surfacing Depot	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation	\$225.00	No
All Play, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation	\$250.00	No

The Local Government Purchasing Cooperative

For the Period 10/01/2022 to 09/30/2023

Final Catalog Award Report for Parks and Recreation Equipment, Products, and Installation Services 679-22

31. Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation

Vendor Name	Vendor Catalog Information	Bid Price	Award
ExerPlay, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation	\$250.00	No
Lone Star Recreation	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation	\$250.00	No
PlayPower LT Farmington, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation	\$250.00	No
Lea Park & Play, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation	\$350.00	No
Superior Recreational Products	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation	\$400.00	No
Kraftsman Commercial Playgrounds and Water Parks	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation	\$450.00	No

The Local Government Purchasing Cooperative

For the Period 10/01/2022 to 09/30/2023

Final Catalog Award Report for Parks and Recreation Equipment, Products, and Installation Services 679-22

32. Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products

Vendor Name	Vendor Catalog Information	Bid Price	Award
Pro-Techs Surfacing, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$0.00	Yes
Play RGV, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$0.00	Yes
Southern Bleacher Company	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$0.00	No
Paradigm Contracting	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$39.00	Yes
Berliner Seilfabrik Play Equipment Corporation	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$40.00	Yes
T.F. Harper & Associates LP	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$45.00	Yes
Playgrounds Etc., LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$50.00	Yes
Sturdisteel Company	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$55.00	Yes
KYA Services, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$55.00	No
GameTime	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$55.00	Yes
PTI Sports & Recreation Construction	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$75.00	Yes
Henneberger Construction, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$80.00	Yes
McKenna Contracting, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$85.00	Yes
PumpTrax USA	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$100.00	Yes

The Local Government Purchasing Cooperative

For the Period 10/01/2022 to 09/30/2023

Final Catalog Award Report for Parks and Recreation Equipment, Products, and Installation Services 679-22

32. Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products

Vendor Name	Vendor Catalog Information	Bid Price	Award
Watchfire Signs	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products (\$125.00 to \$250.00)	\$125.00	Yes
The Playwell Group, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$125.00	Yes
Sunbelt Pools, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$135.00	Yes
Whirlix Design, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$140.00	No
The Playground, Shade and Surfacing Depot	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$195.00	Yes
Liteco Electric, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$195.00	Yes
Child's Play, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$200.00	Yes
Walk In The Park Construction, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$242.00	Yes
All Play, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$250.00	Yes
PlayPower LT Farmington, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$250.00	Yes
ExerPlay, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$250.00	Yes
Lone Star Recreation	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$250.00	Yes
Park Place Recreation Design, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$250.00	Yes
Webuildfun, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$250.00	Yes

The Local Government Purchasing Cooperative

For the Period 10/01/2022 to 09/30/2023

Final Catalog Award Report for Parks and Recreation Equipment, Products, and Installation Services 679-22

32. Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products

Vendor Name	Vendor Catalog Information	Bid Price	Award
Gulf Coast Recreation	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$250.00	Yes
The Edu-Source Corporation	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$292.50	No
Open Space TX, LLC	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$300.00	Yes
Lea Park & Play, Inc.	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$350.00	Yes
Kraftsman Commercial Playgrounds and Water Parks	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$350.00	Yes
Colorado Time Systems	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$400.00	Yes
Superior Recreational Products	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	\$400.00	Yes



City Council Regular Meeting

Agenda Item No. H.4.

Meeting Date: 3/18/2024

Prepared By: Wayne Lee, Director of Engineering

Approved By: Clint Philpott, Assistant City Manager

Caption:

RESOLUTION NO. 7273

Authorizing Execution of Amendment No. 3 to the Professional Services Agreement with Kimley-Horn & Associates, Inc. for the Design of Shepherd Drive From US 75 to Flanary Road

Issue:

To consider Amendment No. 3 to the Professional Services Agreement with Kimley-Horn & Associates, Inc. for additional Construction Phase Services for the Shepherd Dr project.

Background:

Shepherd Drive is a major arterial which will provide additional vehicle capacity for the growth in the area. The expansion of TI's facilities along with the Shepherds Place development will increase traffic volumes and the need for an arterial roadway with capacity to handle the anticipated traffic demands. This project will expand the current 2-lane asphalt and ditch section roadway into a 4-lane, extra wide median divided roadway.

On June 6, 2022 City Council awarded a professional services agreement to Kimley-Horn & Associated, Inc. to provide construction drawings for this project in the amount of \$732,100.00.

On April 14, 2023 City staff approved Amendment No. 1 adding \$35,000.00 to the contract to design traffic signals for four intersections and provide construction drawings for full installation at one intersection and all underground conduit for the other three intersections.

On August 7, 2023 City staff approved Amendment No. 2 as a net zero reallocation of unused funding of right-of-way and easement documents, surveying, subsurface utility engineering, geotechnical investigations, and environmental services to pay for over runs in franchise utility coordination and bid phase services.

This Amendment No. 3 will add another \$40,000.00 to the contract to pay for additional construction phase services consisting of survey costs to stake the south side of Shepherd Drive for ONCOR, additional coordination efforts with ONCOR, and addressing additional contractor submittals, requests for information, and requests for payment of additional work items.

The total contract budget after this Amendment No. 3 will be \$807,100.00.

Origination:

Engineering Department

Financial Consideration:

Funding of \$40,000.00 for this Amendment No. 3 will come from 2023 Certificates of Obligation.

Staff Recommendation:

It is recommended that Amendment No. 3 to the Professional Services with Kimley-Horn & Associates, Inc. for the Design of Shepherd Drive from US 75 to Flanary Road be approved.

Alternatives:

As may be directed by the City Council.

Attachments:

1. Resolution No. 7273
2. Amendment No. 3
3. Res No. 6901 & PSA
4. Amendment No.1
5. Amendment No. 2
6. Location Map-Shepherd Dr

RESOLUTION NO. 7273

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE DESIGN OF SHEPHERD DRIVE FROM US 75 TO FLANARY ROAD; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute Amendment No. 3 to the Professional Services Agreement with Kimley-Horn and Associates Inc. for the Design of Shepherd Drive from US 75 to Flanary Road, 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 18th day of March 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

AMENDMENT NO. 3

TO THE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES BETWEEN
THE CITY OF SHERMAN (OWNER) AND KIMLEY-HORN AND ASSOCIATES, INC. (ENGINEER)
FOR THE SHEPHERD DRIVE - FLANARY ROAD TO U.S. HIGHWAY 75 PROJECT

Dated June 6, 2022 ("Original Agreement")

The City of Sherman has requested additional services of the Engineer as a part of the Original Agreement. The services identified as additional services include additional Construction Phase Services task. This Amendment No. 3 serves to increase the original contract fees under the Original Agreement based on the following additional services in **Exhibit A** of Original Agreement; and Amendment #1 on April 14, 2023; and Amendment #2 on August 7, 2023:

The work will be as directed by the Owner and include the following:

Task M – ROW Staking

- a. Upon notification by the City, the surveyor shall provide construction staking for the proposed Shepherd Drive Right-of-Way as specifically shown in the plans and ROW instruments for the project.
- b. Surveyor will locate ROW with guard stakes in general accordance with the current published rules and regulations of the City of Sherman. This task assumes all of the stakes will be placed at one time.
- c. Only stakes for the below limits of the project are included:
 - i. Sparks Shepherd Ventures, LLC

Task N – Additional Construction Phase Services

The budgeted fee for this Task is based upon approximately 140 hours of labor. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the City.

- a. Site Visits upon request
- b. *Franchise Utility Coordination*. Assist the City with franchise utility coordination efforts and conflict resolution during construction.
- c. *Requests for information*. Coordinate with Engineer and issue clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City.
- d. *Change Orders*. Recommend Change Orders to City, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor. Task includes preparing plan sheet revisions.
- e. *Shop Drawings, Samples, and Submittals*. Review and approve or take other appropriate action in respect to Shop Drawings, Samples, Submittals and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the

completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

- f. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- g. *Disagreements between City and Contractor.* As necessary, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- h. *Limitation of Responsibilities.* Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

The contract amount under the Original Agreement; and Amendment #1; and Amendment #2 shall be amended and increased by a fee not to exceed the following amounts:

SPECIAL SERVICES

Description	Current Agreement	Amendment No 3 Reallocation	Amendment No 3 Increase	Adjusted TOTAL
F. DESCRIPTIVE INSTRUMENTS FOR ROW AND EASEMENTS	23,135.00	n/a	n/a	23,135.00
G. DESIGN SURVEYING	40,620.60	n/a	n/a	40,620.60
H. LEVEL "A" SUBSURFACE UTILITY ENGINEERING	11,550.00	n/a	n/a	11,550.00
I. GEOTECHNICAL INVESTIGATION & REPORT	20,900.00	n/a	n/a	20,900.00
J. ENVIRONMENTAL SERVICES	18,534.82	n/a	n/a	18,534.82
K. FRANCHISE UTILITY COORDINATION	36,669.50	n/a	n/a	36,669.50
L. ADDITIONAL BID PHASE SERVICES	18,690.08	(469.65)	n/a	18,220.43
M. ROW STAKING	n/a	n/a	5,000.00	5,000.00
N. ADDITIONAL CONSTRUCTION PHASE SERVICES	n/a	469.65	35,000.00	35,469.65
Subtotal	170,100.00	0.00	40,000.00	210,100.00

TOTAL FEE INCREASE (NOT TO EXCEED)

\$40,000

[Rest of page left intentionally blank]

This Amendment No. 3 shall be effective on the date it is executed by the last party to execute it. The OWNER and ENGINEER hereby agree to amend the Proposed Fees section of this Original Agreement to read as follows:

Proposed Fees

Engineer shall be compensated on the following lump sum basis.

Basic Services

Task A – Intermediate Design Plans (60%)	\$239,000.00
Task B – Final Design/Construction Plans (90%, 100%)	\$308,000.00
Task C – Bid Phase Services	\$20,000.00
Task D – Construction Phase Services	\$20,000.00
Task E – Record Drawings	\$10,000.00

<i>Total Basic Services (Lump Sum)</i>	<u><i>\$597,000.00</i></u>
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Special Services

Task F – Descriptive Instruments for ROW and Easements	\$23,135.00
Task G – Design Surveying	\$40,620.60
Task H – Level “A” Subsurface Utility Engineering	\$11,550.00
Task I – Geotechnical Investigation & Report	\$20,900.00
Task J – Environmental Services	\$18,534.82
Task K – Franchise Utility Coordination	\$36,669.50
Task L – Additional Bid Phase Services	\$18,220.43
Task M – ROW Staking	\$5,000.00
Task N – Additional Construction Phase Services	\$35,469.65

<i>Total Authorized Special Services</i>	<u><i>\$210,100.00</i></u>
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CONTRACT TOTAL (NOT TO EXCEED):	\$807,100.00
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The parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Original Agreement and acknowledge and agree that the Original Agreement remains in full force and effect, except as amended in Amendment No. 1; Amendment No. 2; and Amendment No. 3. To the extent that any provision contained herein conflicts with the Original Agreement, the provision contained herein shall supersede such conflicting provision contained in the Original Agreement and previous Amendments. Amendment No. 1, Amendment No. 2, Amendment No. 3, and the Original Agreement contain the entire agreement of the parties with respect to the matters contained herein. This Amendment No. 3 may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

[Rest of page left intentionally blank]

EXECUTED in three (3) counterparts (each of which is an original) on behalf of ENGINEER shown below, and on behalf of the OWNER by its City Manager (thereunto duly authorized) this ____ day of _____, 2024.

OWNER:
CITY OF SHERMAN, TEXAS

ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.

Robby Hefton, City Manager



L. Nathan Ante, P.E., Senior Vice President

ATTEST:

Linda Ashby
City Clerk

ATTEST:



APPROVAL RECOMMENDED:

Gregory W. Perry, P.E. / Assistant City Engineering

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

BY: _____

NAME: _____
CITY ATTORNEY

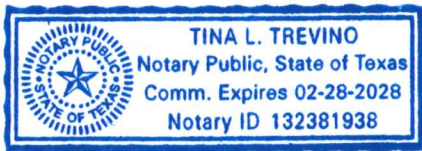
CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS§

§
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared L. Nathan Ante of Kimley-Horn known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Kimley-Horn, a corporation, that (s)he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of March, A.D. 2024.



Tina L Trevino
Notary Public In and For Dallas County, Texas

My Commission Expires:

2/28/2028

RESOLUTION NO. 6901

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL DESIGN SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE DESIGN OF SHEPHERD DRIVE FROM US 75 TO FLANARY ROAD; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Design Services Agreement with Kimley-Horn and Associates Inc. for the Design of Shepherd Drive from US 75 to Flanary Road, 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 6th day of June, 2022.

CITY OF SHERMAN, TEXAS

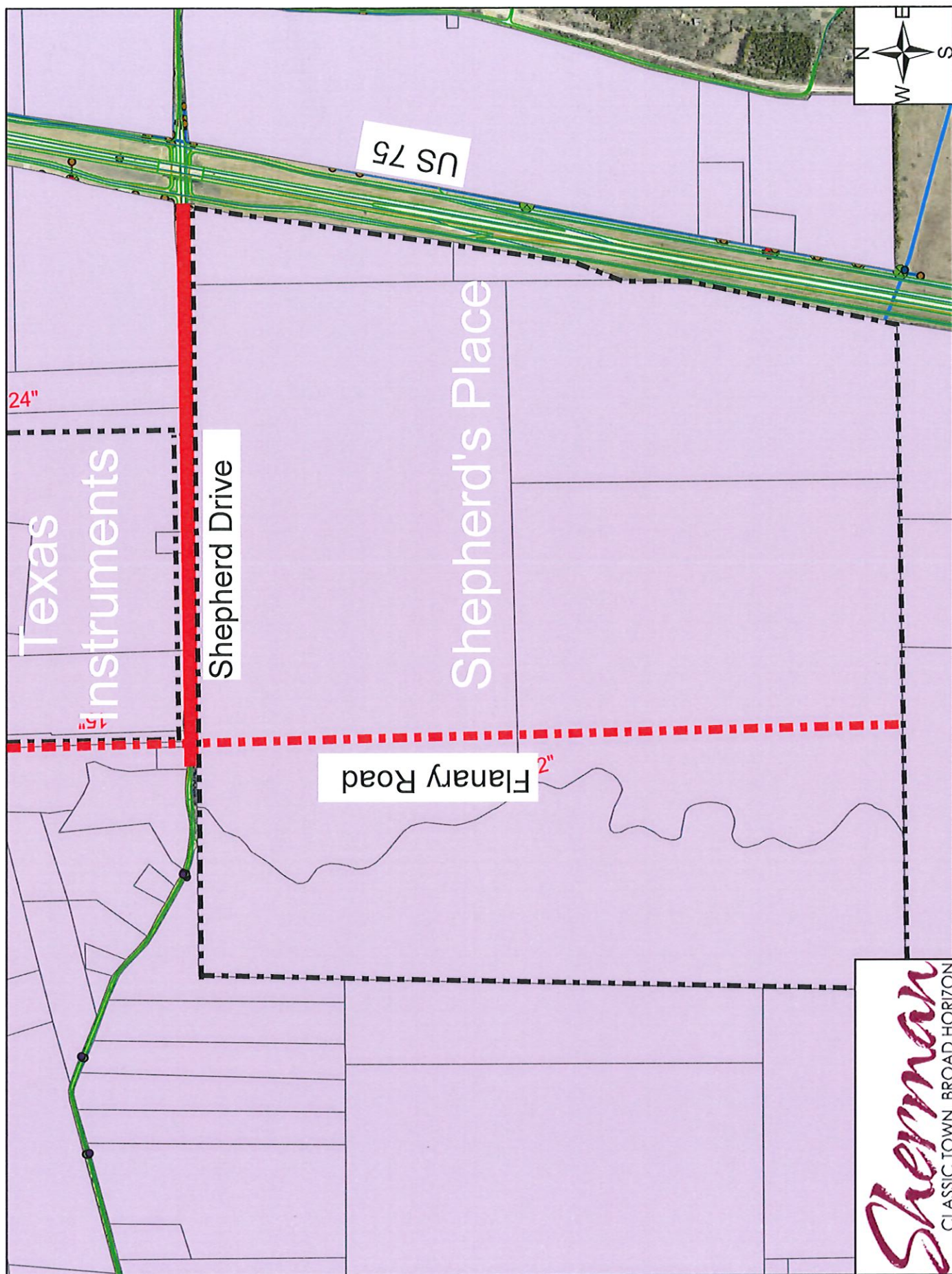
ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

BY: David Plyler
DAVID PLYLER, MAYOR

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

BY: Ryan D. Pittman
RYAN D. PITTMAN, CITY ATTORNEY



AGREEMENT
BETWEEN
THE CITY OF SHERMAN, TEXAS
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
PROFESSIONAL SERVICES

Made as of the 6th day of June, 2022:

Between City: **The City of Sherman, Texas**
 220 W. Mulberry Street
 Sherman, Texas 75090
 Telephone: (903) 892-7208

and Consultant: **Kimley-Horn and Associates, Inc.**
 2201 West Royal Lane, Suite 275
 Irving, Texas 75063
 Telephone: (214) 420-5600

for the following Project: **Shepherd Drive - Flanary Road to U.S. Highway 75**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Kimley-Horn and Associates, Inc., a North Carolina corporation ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City desires to engage Consultant to provide professional civil engineering services for the Shepherd Drive - Flanary Road to U.S. Highway 75 Project ("Project"); and

WHEREAS, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 CONSULTANT'S SERVICES

- 1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes ("**Scope of Services**"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of written amendment to this Agreement, may be authorized from time to time by City ("**Amendment(s)**").
- 121 **Requirement of Written Amendment** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Amendment by the Sherman Director of Engineering or designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Amendment requiring additional funding of \$50,000 or more of the original contract shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Amendment.
- 122 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN AMENDMENT ISSUED BY THE CITY.**
- 1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Engineering Budget Summary, attached hereto as **Exhibit B** and incorporated herein by reference for all purposes.
- 1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2 CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

- 2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.
- 2.2 **City Project Manager** – When necessary in City's sole discretion, City shall designate a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services.

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be:
(a) for Basic Services, on a lump sum basis in an amount not to exceed **Seven Hundred Thirty-Two Thousand One Hundred Dollars (\$732,100.00)** ("Consultant's Fee"); and (b) paid in accordance with this Article 3 and the Project Design Budget Summary as set forth in **Exhibit B**.
- 3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.
- 3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement.

Consultant shall submit his findings in writing to City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be solely responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and for consulting with such agencies and utilities to obtain all necessary approvals and/or permissions. Consultant shall be responsible for preparation and timely submittal of documents required for review, approval and/or recording by such agencies and/or utilities. Consultant shall be solely responsible for making such changes in the construction documents ("Construction Documents") as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to City.

3.2 **Direct Expenses** – Direct Expenses ("Direct Expenses") are included in Consultant's Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Engineering Budget Summary set forth in **Exhibit B**, and consistent with **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment for Services; provided, however, that this shall not be City's sole and exclusive remedy for said over-payment.

3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in **Exhibit A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to the Contract on a cost not to exceed sum or hourly basis in accordance with this paragraph ("Additional Services") and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:

3.3.1 Additional meetings, hearings, work-sessions or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit A**.

- 332 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 333 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 334 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 335 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.
- 336 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

Hourly Billable Rates by Position

Position	Hourly Rate Range
Analyst	\$125 - \$200
Professional	\$180 - \$240
Senior Professional I	\$225 - \$285
Senior Professional II	\$265 - \$300
Senior Technical Support	\$150 - \$220
Support Staff	\$95 - \$135
Technical Support	\$95 - \$140

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Upon request, such background material may include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.

- 3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter “D” of the TEX. GOV’T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project (“Scope of the Project”) or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant’s compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or

unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

- 3.10 **Fixed Budget Limit for Construction Cost** - If a fixed budget limit for the Construction Cost has been established, the Consultant shall be permitted to make reasonable adjustments in the scope of the Project and to include alternate bid items in the Bid Proposal to adjust the Construction Cost to the fixed limit. However, this paragraph shall not operate to increase the fixed budget limit of the Construction Cost established in the following paragraph. All adjustments in the scope of the Project shall be approved by the City and documented in writing. Should the lowest bona fide bid for construction of the Project be in excess of 130% of the agreed upon price prior to bidding (Current Opinion of Probable Construction Cost is \$8,700,000) due to the negligence of the Consultant, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or re-negotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4), require that the Consultant adjust the Project scope or quality, or both, as necessary to reduce the Construction Cost to within the budgetary constraints. In the case of (4) the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitation on Construction Cost. These revisions and modifications may include splitting the Project into multiple Construction Phases that will fall within budget constraints. The Consultant shall provide the services defined in Exhibit A, as required, for each of the new phases created by splitting the Project.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use

them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.

- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Contractor Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than

One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project’s size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT’S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to City as indicated in **Article 3.4** of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be made available if requested.

ARTICLE 7 AUDITS AND RECORDS/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV'T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit F** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT/REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 of this Agreement and agrees to pay any costs over and above the fee which City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

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

ARTICLE 9 DISPUTE RESOLUTION/MEDIATION

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

ARTICLE 10 INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS “CITY” FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND EXPENSES (INCLUDING ATTORNEY’S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS “CONSULTANT” FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, “CLAIMS”). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM “CLAIMS” IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND

UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY

WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

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

If to City, addressed to:

Wayne E. Lee, P.E., CFM
Director of Engineering
City of Sherman
220 W Mulberry St.
Sherman, TX 75091
Telephone: (903) 892-7327
Email: waynel@cityofsherman.com

With a copy to:

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

If to Consultant, addressed to:

L. Nathan Ante, P.E.
Senior Vice President
Kimley-Horn and Associates, Inc.
2201 West Royal Lane, Suite 275
Irving, Texas 75063-3206
Telephone: (214) 420-5603
Email: Nathan.Ante@kimley-horn.com

ARTICLE 12 MISCELLANEOUS

121 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “F,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 **Exhibit A**, Scope of Services.

12.1.2 **Exhibit B**, Project Engineering Budget Summary.

12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (CADD).

12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.5 **Exhibit E**, Contractor Insurance Guidelines.

12.1.6 **Exhibit F**, Conflict of Interest Questionnaire, Form CIQ.

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E** or **Exhibit F** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F**, **Exhibit B** or **Exhibit A** shall prevail in that order.

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

- 123 **Attorney's Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 124 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives and administrators are hereby bound to the terms and conditions of this Agreement.
- 125 **Savings/Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
- 126 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 127 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 128 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 129 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

- 12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.11 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have waived, any immunity, governmental, sovereign and/or official, or defense that is available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth in this Agreement.
- 12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.
- 12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.16 **No Third Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.
- 12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

- 1219 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.
- 1220 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.
- 1221 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.
- 1222 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's 2021-2022 fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2021-2022 fiscal year unless and until such funds are budgeted.
- 1223 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.
- 1224 **Reference to City** – When referring to "City," this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

CITY:

City of Sherman, Texas,
a Texas home-rule municipality

CONSULTANT:

Kimley-Horn and Associates, Inc.
a North Carolina corporation

By:



Robby Hefton, City Manager

By:



L. Nathan Ante, P.E.
Senior Vice President

APPROVED AS TO FORM:

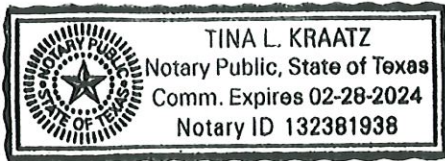


Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys

STATE OF TEXAS §
 §
COUNTY OF Dallas §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **L. NATHAN ANTE, P.E.**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE ^{SV}PRESIDENT AND DULY AUTHORIZED REPRESENTATIVE FOR **KIMLEY-HORN**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 2nd DAY
OF June 2022.



Tina L Kraatz

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 2/28/2024

EXHIBIT A SCOPE OF SERVICES

I. PROJECT DESCRIPTION

- A.** Kimley-Horn prepared preliminary design plans for Shepherd Drive from Farmington Road to U.S. Highway 75 under a separate agreement (dated October 5, 2021). This Project includes the design of approximately 4,500 linear feet of 4-lane divided Shepherd Drive (ultimate 6-lane divided roadway) from Flanary Road to U.S. Highway 75.
- B.** The design of these improvements includes roadway, drainage, 300 linear feet of 24" water line relocation to accommodate proposed roadway profile, intersection improvements at Flanary Road and U.S. Highway 75, signing, pavement markings, street lighting, traffic signal at future Texas Instruments driveway, conduit for future traffic signals (at Flanary Road, U.S. Highway 75), traffic control narrative, erosion control, and connections for future irrigation. The design also includes pedestrian improvements at the Flanary Road and U.S. Highway 75 intersection, sidewalk improvements along the eastbound side of Shepherd Drive, and interim asphalt transition west of Flanary Road to tie back into existing Shepherd Drive.
- C.** In addition to design services, the Project includes bid phase services, construction phase services, additional survey along Shepherd Drive, preparation of ROW and easement instruments of conveyance, SUE level "A" as needed, geotechnical services, and preparation of record documents.

II. GENERAL REQUIREMENTS

- A.** Specific design requirements shall be obtained from the City of Sherman Engineering Design Standards. Consultant will establish and summarize design criteria. The design criteria will be reviewed by the City for approval prior to beginning design work.
- B.** Consultant shall coordinate with other engineering consultants, utility companies, franchise utilities, City of Sherman, pipeline companies, and any other entity which has facilities within or adjacent to the Project.
- C.** Each time the Consultant submits plans and/or specifications to City, two (2) copies (as well as PDF versions) of each shall be submitted, unless otherwise instructed. These shall be reviewed and checked by City and returned to Consultant for corrections. When the corrected copies of the plans and specifications are returned to City, the original and reviewed plans and specifications shall also be returned to City. All plans, specifications, documents,

EXHIBIT A SCOPE OF SERVICES

provisions, attachments, and correspondence provided in accordance with this contract shall be dated.

- D.** The Consultant shall submit a monthly report outlining, at a minimum, the work on the project which occurred the previous month, the work expected to be completed the following month, the next major project milestone, and any information needed from the City. The report is to be submitted with monthly invoice.
- E. Communications and Reporting:**
 - a. Attend a pre-design project kickoff meeting with City staff to confirm and clarify scope, understand City objectives, and ensure economical and functional designs meet City requirements.
 - b. Attend review meeting with the City at the end of each design phase.
 - c. Prepare and submit monthly invoices in the format acceptable to the City.
 - d. Prepare and submit monthly progress reports.
 - e. Prepare and submit baseline Project Schedule initially, Project Schedule updates, and updated Opinion of Probable Construction Cost with each plan submittal.
 - f. Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
 - g. With respect to coordination with permitting authorities, Consultant shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. Consultant shall work with regulatory authorities to obtain approval of the designs and make changes necessary to meet their requirements.
 - h. Attend additional project coordination meetings, if needed.

III. TASK SUMMARY. BASIC SERVICES

A. Intermediate Design Plans (60%)

- a. Prepare intermediate engineering review drawings based on preliminary design of Shepherd Drive prepared under a separate agreement (dated October 5, 2021), including detailed construction-related notes. Cross-sections at least every fifty (50) feet will be provided. Ultimate driveway's will be analyzed within project limits and will be defined vertically using profiles.
- a. Prepare drainage drawings to meet City design standards. Plans will include all pertinent information showing calculations for drainage areas, inlet capacity, spread of flow and depth in street, and hydraulic grade line.
- b. Establish horizontal and vertical location for the relocation of approximately 300 linear feet of 24" water line located adjacent to the existing City water tower. Tying into existing 24" water line to the east and proposed 20" water line (under separate agreement between City and Dunaway DBI Consultants) to the west.

EXHIBIT A SCOPE OF SERVICES

- c. Identify conflicts and adjustments required for existing water and sanitary sewer lines. Water line and sanitary sewer line design not included above will be considered *Additional Services*.
- d. Prepare traffic signal layout at the future Texas Instruments driveway intersection. Locate pole locations, controller cabinet assemblies, proposed conduit, and proposed ground boxes. Identify right-of-way and/or easement requirements to accommodate future traffic signal improvements.
- e. Prepare preliminary traffic signal layouts at the intersection of Shepherd Drive and Flanary Road and U.S. Highway 75. Locate future pole locations, future controller cabinet assemblies, proposed conduit, and proposed ground boxes. Identify right-of-way and/or easement requirements to accommodate future traffic signal improvements. Only four (4) ground boxes (one at each corner) and conduit connecting the ground boxes in a ring around the intersection will be incorporated into the full design plans. Future traffic signal equipment will be identified on the plans for planning purposes only and will not be constructed at this time.
- f. Prepare preliminary street light layout in include pole and foundation locations, conduit layout, pull box locations, and power source.
- g. Coordinate with City on future median landscaping and irrigation to meet City standards. Prepare preliminary irrigation connections and conduit layout for future use.
- h. Prepare general notes sheet(s), coordinate control sheet(s), proposed traffic control sheet(s), proposed erosion control plan sheet(s), and detail sheet(s). Drainage-related will show calculations for drainage areas, inlet capacity, spread of flow and depth in street, and hydraulic grade line.
- i. Prepare miscellaneous plan sheets, including cover sheet, index, general notes, project control (1"=100' scale), and applicable City standard details.
- j. Prepare 60% Project Manual, including Bid Form and Special Conditions and technical specifications.
- k. Compile and prepare 60% opinion of probable construction cost.
- l. Intermediate design submittal (60%) to include:
 - i. 60% Design Plans
 - ii. 60% Project Manual
 - iii. 60% Opinion of probable construction cost

B. Final Design/Construction Plans (90%, 100%)

- a. Prepare final engineering review drawings that address all comments from the intermediate and review.
- b. Prepare detailed opinion of probable construction cost based on current unit prices.
- c. Finalize plan sheets, Final drawings to include the following sheets (22"x34" sheets at 1"=20'):
 - i. Cover Sheet

EXHIBIT A SCOPE OF SERVICES

- ii. Sheet Index
- iii. General Notes
- iv. Project Control (1"=100')
- v. Typical Sections
- vi. Paving Plan and Profile
- vii. Pavement Marking and Signing Plan
- viii. Traffic Signal Plan
- ix. Drainage Area Map (Existing and Proposed)
- x. Drainage Calculations
- xi. Storm Drain Plan and Profile
- xii. Water Line Plan and Profile
- xiii. Traffic Control Narrative
- xiv. Illumination Plan
- xv. Erosion Control Plan
- xvi. Cross Sections
- xvii. Standard Details
- xviii. TxDOT Details (where applicable)
- d. Submit three (3) final sealed copies of any necessary right-of-way or easement documents.
- m. Final design submittal (90%) to include:
 - i. 90% Design Plans
 - ii. 90% Project Manual
 - iii. 90% Opinion of probable construction cost
- e. Incorporate the final design submittal review comments.
- n. Final design submittal (90%) to include:
 - i. Final Design Plans
 - ii. Final Project Manual
 - iii. Final Opinion of probable construction cost
 - iv. TxDOT driveway permit set for U.S. Highway 75 (paving and pedestrian improvements, traffic control, etc.) City to submit to TxDOT
- f. Upon completion of the final design review, the Consultant shall furnish to the City up to four (4) additional copies and a pdf of the construction drawings to be forwarded to the utility companies.
- g. Consultant shall furnish to the City, where required by the circumstances of the assignment, the engineering data, construction plans, completed forms, and reports necessary for applications for routine permits by local, state, and federal authorities. Project is anticipated to include TxDOT driveway permit, Texas Department of Licensing and Regulation (TDLR) application, and USACE Nationwide Permit Non-Notifying Memo.

EXHIBIT A SCOPE OF SERVICES

C. Bid Phase Services

The budgeted fee for this Task is based upon approximately 100 hours of labor. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the City.

- a. Prepare bid set drawings and specifications that address all comments from the final design review and additional information provided by utility relocations and right-of-way negotiations.
- b. Furnish to the City all necessary copies of approved Construction Contract Documents needed for competitive bidding (plans, specifications, notice to bidders, proposals, etc.). All sets of Construction Contract Documents in excess of eight (8) copies are to be paid for separately as provided hereinafter.
- c. Consultant will submit the project plans to the State of Texas for the TAS/ADA review, if required for the Project. Consultant will prepare the application and make the submittal. The City will provide a check for the fee based on the construction cost of pedestrian improvements per the submittal requirements. Consultant will address comments from the review and revise plans if necessary.
- d. Assist the City in the advertisement of the Project for competitive bids.
- e. Assist the City with any Pre-Bidders meetings.
- f. Prepare addenda as appropriate to interpret, clarify, or expand the Bid Documents.
- g. Assist the City in the opening and tabulation of bids for construction of the Project.
- h. Prepare a written summary of the bid tabulation and evaluation together with a letter addressing the award of the construction contract.
- i. Assist in the preparation of formal Construction Contract Documents, provide four (4) copies of contracts to be executed by the contractor, and coordinate their execution by the respective parties.
- j. The Consultant shall not be required to guarantee the accuracy of the final design Cost of Construction, but may be required to provide additional services under this task at no additional cost to the City if bids for the Project exceed the fixed budget limit for the Construction Cost as provided in Article 3.

D. Construction Phase Services

The budgeted fee for this Task is based upon approximately 100 hours of labor. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the City.

- a. Conformed Document submittal:
 - i. Update the Bid Documents (plans and Project Manual) to incorporate bid addenda items
 - ii. Print up to ten (10) sets 11"x17" plans and Project Manuals for issuance at

EXHIBIT A SCOPE OF SERVICES

- the Pre-Construction Conference.
- iii. Package and submit CAD base files upon request.
 - b. Site Visits upon request
 - c. *Pre-Construction Meeting.* Attend Pre-Construction Meeting(s) prior to commencement of Work at the Site
 - d. *Franchise Utility Coordination.* Assist the City with franchise utility coordination efforts and conflict resolution during construction.
 - e. *Requests for information.* Coordinate with Engineer and issue clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City.
 - f. *Change Orders.* Recommend Change Orders to City, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor. Task includes preparing plan sheet revisions.
 - g. *Shop Drawings, Samples, and Submittals.* Review and approve or take other appropriate action in respect to Shop Drawings, Samples, Submittals and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
 - h. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
 - i. *Disagreements between City and Contractor.* As necessary, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
 - j. *Limitation of Responsibilities.* Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

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E. Record Drawings

The budgeted fee for this Task is based upon approximately 50 hours of labor. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the City.

- a. Consultant shall prepare construction Record Documents based on the information received from Contractor within 30 days of final completion in accordance with the Agreement. Consultant shall submit one full size set and one pdf file of the Record Documents.

IV. TASK SUMMARY, SPECIAL SERVICES

Various services incidental to the project, but not within the scope of the Basic Engineering Services covered by A., B., C., D. and E. preceding, which may be performed or arranged for separately by City, or may be added to the Consultant's responsibilities by mutual agreement and written authorization include but are not necessarily limited to the following:

F. ROW and Easement Instruments of Conveyance

- a. Prepare up to eight (8) ROW instruments (narrative and graphic exhibits of ROW required for the Project).
- b. Prepare up to sixteen (16) easement instruments for acquisition purposes (narrative and graphic exhibits of easements required for drainage, sidewalk, slope, street, and/or temporary construction easement).
- c. Individual parcel exhibits shall be on 8 ½" x 11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:
 - i. Parcel number.
 - ii. Area required.
 - iii. Area remaining.
 - iv. Legal description.
 - v. Current owner.
 - vi. Any existing platted easement or easements filed by separate instrument including easements provided by utility companies.
 - vii. Metes and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately.
 - viii. Easement instruments for encroachment agreement purposes will be prepared in accordance with franchisee requirements.
- d. Upon notification by the City of acceptance of the right-of-way limits (to be determined during the Preliminary Design), exhibits, and instruments, and as directed by the City, the surveyor shall set all corners and points of curvature for

EXHIBIT A SCOPE OF SERVICES

the proposed ROW and submit final, sealed documents, including the location of the control points and their NAD-83 reference.

G. Design Surveying

This task is intended to provide additional data collection to supplement information acquired under a previous preliminary design contract for Shepherd Drive from Farmington Road to U.S. Highway 75 under a separate agreement (dated October 5, 2021) between City and Kimley-Horn. Supplemental data collection may include the following.

- a. Property Research
 - i. Collect property owner and record information.
 - ii. Gather existing plat information.
 - iii. Gather existing right-of-way and easement information. Identify easements available through typical research methodologies (i.e. plats, court house filings, etc.). Undocumented easements may not be identified.
- b. Design Survey
 - i. The limits of the survey may be from Flanary Road to Southbound U.S. Highway 75 (approximately 4,500-linear feet). The survey will follow the conceptual alignment selected as part of the preliminary design of Shepherd Drive prepared under a separate agreement (dated October 5, 2021). For approx. 280' wide. The following areas will also be surveyed:
 - a. 500' upstream and downstream of the proposed culvert crossing location along Choctaw Creek tributaries crossing;
 - b. 300' north and 150' south of the proposed intersection of future Flanary Road, and 300 north of Southbound U.S. Highway 75.
 - ii. Survey will identify and locate existing topographic elements within the corridor including, but not limited to the following:
 - a. Property corner monumentation;
 - b. Existing pavement, curbs, driveways, sidewalks, barrier free ramps, etc.;
 - c. Existing storm sewer inlets, manholes, junction boxes (including culvert sizes and invert elevations);
 - d. Existing driveway culverts and swales;
 - e. Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities;
 - f. Traffic signal poles, cabinets, and other signal equipment;
 - g. Signs (excluding temporary signs);
 - h. Trees and landscaping, including species and caliper (for 6" caliper and up) (Dense stands of trees can be generally described by their limits);
 - i. Permanent structures;
 - j. Retaining walls;

EXHIBIT A SCOPE OF SERVICES

- k. Mailboxes;
- l. Fence limits and material types (excluding temporary fences).
- iii. Coordinate with Texas811 to locate and mark existing franchise and public utilities prior to performing the field survey.
- iv. Establish horizontal (NAD 83) and vertical (NAVD 88) control points. City to provide established monument information for the area.
- v. City will arrange and make all provisions for access to perform the services specified within this scope. The surveyor will provide the City with the name and address of the property owners.
- vi. Prepare a final topographic drawing in digital format (including contours and breaklines) showing the features located in the field as well as right-of-way strip map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions.

H. Level "A" Subsurface Utility Engineering

This Task shall be used on an as-needed basis, at the discretion of the City. Tasks may include:

- a. After survey is complete and during Design, identify possible conflict locations to perform SUE.
- b. Upon City authorization, perform SUE Quality Level "A" using non-destructive vacuum excavation equipment to expose City and franchised utilities at critical locations identified during design or construction, up to five (5) test hole locations which will then be field surveyed.
- c. Evaluate the SUE results and provide a summary of potential utility conflicts to the City for encroachment easement/agreement purposes.
- d. Provide the SUE results to the affected franchisees for their use in relocation efforts.

I. Geotechnical Investigation & Report

- a. Subsurface Exploration.
 - i. Drill and extrude the following:
 - a. Up to ten (10) sample borings to depths of 10-feet below existing grade using truck-mounted equipment, 500-feet +/- spacing along the Shepherd Drive alignment.
 - b. Up to Two (2) sample borings to depths of 20-feet below existing grade using truck-mounted equipment for culvert drainage crossings.
 - c. Additional depths or borings, if necessary, will be provided as Additional Services only upon written City authorization.
 - ii. Check samples for consistency with a hand penetrometer.
 - iii. Stake the boring locations using normal taping procedures (location and elevation to be surveyed).
 - iv. Backfill bore holes and plug at the surface.

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- v. Provide continuous sampling (with field strength testing).
- vi. Rock will be evaluated for hardness by TxDOT cone penetration field testing
- b. Laboratory Services
 - i. Testing.
 - a. Moisture contents to determine profile of moisture variations.
 - b. Atterberg limits and sieve analysis for classification of soils.
 - c. Unconfined compression tests to evaluate soil strengths.
 - d. Swell test to determine swell potential and subgrade treatment requirements (Swell Test Method).
 - e. Lime Stabilization Series to determine percent lime and or cement required for subgrade stabilization, if required.
 - f. Sulfate test.
 - g. Standard proctor.
 - h. Resilient modulus.
 - i. Direct shear for slope stability analysis.
- c. Engineering Analysis
 - i. Prepare an engineering report presenting the following:
 - a. Sample boring location map.
 - b. General soil and ground-water conditions.
 - c. Examine samples for visible evidence of sulfates and discuss in the reports.
 - d. Recommendations for appropriate subgrade treatment, stabilization type and concentration. (Lime and flexible base options)
 - e. Recommended pavement section.
 - f. Recommendations for culvert foundation type and lateral pressures for below-grade walls and retaining structures.
 - g. Global slope stability analysis of planned embankments.
 - h. Earthwork recommendations, including compaction criteria for any fill placed.
 - ii. The geotechnical engineer's design recommendations shall be relied upon by the civil engineer for the subgrade and pavement design and will be incorporated into the Bid Documents.
 - iii. Submit one (1) copy and PDF of the report to the City.

J. Environmental Services

- a. Aquatic Resources Delineation
 - i. Kimley-Horn will perform an Aquatic Resources Delineation for route in general accordance with the U.S. Army Corps of Engineers (USACE) 1987 Wetlands Delineation Manual and appropriate USACE Regional Supplement as detailed below.
 - ii. Kimley-Horn will locate readily available resource documents which may include aerial photographs, historic topographic maps, soil surveys, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, National Hydrography Dataset (NHD), Federal Emergency Management

EXHIBIT A SCOPE OF SERVICES

- Agency (FEMA) Flood Insurance Rate Maps (FIRM), historic aerial photographs, and other related data for a desktop review of site conditions.
- iii. Kimley-Horn will perform a site visit to evaluate the existence and approximate locations of aquatic resources on the site generally following the USACE 1987 Wetlands Delineation Manual and the applicable USACE Regional Supplement. Completion of USACE wetland determination data forms will be completed if necessary. The ordinary high-water mark (OHWM) for waterbodies will be identified in the field. Following the site visit, Kimley-Horn will prepare exhibits showing the boundaries (polygons) and acreage and/or linear footage (if applicable) of aquatic resources identified onsite during the site visit as collected utilizing a GPS with sub-meter accuracy. Kimley-Horn will provide the Client with PDF and AutoCAD versions of the aquatic resources files in the correct coordinate system.
 - iv. Kimley-Horn will perform a preliminary jurisdictional analysis of identified aquatic features onsite (if any) to evaluate the potential for the USACE to regulate identified aquatic features. Kimley-Horn will provide a summary email with an aquatic features map for review.
 - v. It is important for the Client to understand that the Environmental Protection Agency (EPA) and the USACE occasionally issue guidance concerning what they intend to assert jurisdiction over. Changes that impact our strategy or scope will cause additional work and will be addressed as an additional service amendment to this agreement. Observations will be made under the applicable regulatory guidance at the time of the observations. Official authority to make a determination defining applicable jurisdictional limits rests with the EPA; however, authority has been delegated to the USACE. Jurisdictional determinations are made by the USACE, upon specific written request, on a case-by-case basis and may make use of certain information at its disposal (such as other permits in the local area) that may not be readily available to the public. The Aquatic Resources Delineation should not be considered authoritative, and it may not wholly eliminate uncertainty regarding the USACE's jurisdictional limits.
- b. USACE Nationwide Permit Non-Notifying Memo
- i. This task assumes that formal USACE notification and authorization will not be required; however, it will be based upon review of project plans, construction details, and/or specifications and potential impacts to jurisdictional waters. Kimley-Horn will document this information specific to the project and how to use the perceived applicable Nationwide Permit (NWP). This letter report will include regulatory language for the applicable NWP with discussion of selected noteworthy General Conditions.
 - ii. Though no coordination with the USACE is proposed as part of this Task, the use of the applicable NWP constitutes compliance with appropriate Federal regulations. All NWP General and Regional Conditions and NWP terms must be met by the Client.

EXHIBIT A SCOPE OF SERVICES

- iii. Based on project details provided to Kimley-Horn by the Client, it appears that a NWP 14 for Linear Transportation Projects would authorize the proposed project activities. Further, it is assumed that triggers for notification to the USACE under NWP 14 are met; Therefore, the preparation of a Pre-Construction Notification (PCN) to be submitted to the USACE Tulsa District is not included as part of this agreement. For reference, the submittal of a PCN may be required if:
 - a. The NWP General or Regional Conditions can't be met;
 - b. Specific triggers for notification to the USACE are met within the NWP;
 - c. The impacts thresholds for the Nationwide Permit program are exceeded (greater than 0.10-acres and less than 0.50-acres at each separate, single and complete crossing); or
 - d. Client requests verification from the USACE.
- iv. This task does not include consultation with the USACE; however, this can be performed if warranted under a separate Agreement.
- c. Desktop Cultural Resources Review
 - i. Kimley-Horn will engage a professional cultural resources management consultant to perform a desktop cultural resources review. The purpose of the desktop review is to identify and describe existing documented cultural resources in the project area, discuss the potential for discovering previously unknown cultural resources, and make recommendations about the need for further archaeological work so that the project can proceed.
 - ii. The archeologist will compile information from records/databases, including (as necessary):
 - a. Texas Archeological Sites Atlas (TASA);
 - b. National Register of Historic Places (NRHP);
 - c. Additional records at the Texas Archeological Research Laboratory (TARL);
 - d. Natural Resources Conservation Service (NRCS) soil maps;
 - e. City, state, or county planning documents (when available);
 - f. USGS topographic maps;
 - g. Records available at City and county historical societies; and
 - h. Published local histories.
 - iii. A letter report that details the results of the records search and presents a review of the natural environment and cultural history of the project area, along with conclusions and recommendations of findings will be prepared. This letter will include a discussion of the potential for the proposed project to affect known archaeological sites, State Antiquities Landmarks (SALs), or sites listed or potentially eligible for listing on the NRHP. In addition to this discussion, the letter will also address the likelihood that the proposed project will encounter areas with a high potential for containing cultural resources. The report will be submitted to the Client for review.
 - iv. It should be known that if a federal nexus is not identified for the project, consultation with the THC under Section 106 of the National Historic

EXHIBIT A SCOPE OF SERVICES

Preservation Act (NHPA) is not required. Additionally, if the project is located entirely on private land, consultation with the THC under the Antiquities Code of Texas is not required.

- v. Kimley-Horn will submit the letter report to the THC for review.
- d. Cultural Resources Survey (if needed)
 - i. Prepare and submit an Antiquities Permit application to the THC for review and approval. Field survey work cannot occur until a permit is issued by the THC.
 - ii. Conduct a Phase I pedestrian survey. Survey standards will meet the minimum requirements accepted by the THC (n.d.), as set forth in Chapter 26 of the Texas Administrative Code (TAC). The purpose of a Phase I investigation is to identify cultural resources in the project area and make recommendations about their significance. This scope of work does not include Phase II testing or Phase III mitigation tasks or costs, but these may be necessary to satisfy the THC if sites are found and cannot be avoided.
 - a. If present, standing structures that are at least 45 years old within the area of potential effect (APE) will be photographed and recorded. Based on the age and condition of the structure, an architectural historian may be consulted (at an additional cost, unless otherwise specified in the Cost section below) to determine the structure's eligibility for listing on the NRHP or as a SAL.
 - b. The boundaries of archaeological sites found during the survey will be defined in the horizontal and vertical plane based on surface artifacts, shovel testing, and possibly trenching. These methods comply with standards referenced in 13 TAC 26.20. This scope of work includes the cost of recording one (1) archaeological site. To fulfill the permit requirements laid out in the TAC, we must record archaeological sites found in the proposed survey area. Due to the nature of archaeological work, we can only estimate the number of subsurface site deposits or standing structures that will be found during the survey. Sites and standing structures that are found more than the number listed above may incur additional costs.
 - c. If a recommendation for NRHP eligibility cannot be made at a site during Phase I pedestrian survey, Phase II testing may be recommended and subsequently required by the THC.
 - iii. If artifacts are found during the survey, they will be analyzed, either in the field or in the lab. The results of this analysis will be used to support the overall and site-specific recommendations in the technical report.
 - iv. Prepare a draft technical report. This report will meet the standards for cultural resource reports adopted by the THC (Council of Texas Archeologists n.d.). The report will describe the natural and cultural history of the project area, present a research design and methodology, then the results of the survey. It will conclude with recommendations about site eligibility (if applicable) and whether further archaeological work should be conducted in the project area.

EXHIBIT A SCOPE OF SERVICES

These recommendations will include appropriate justifications based on the requirements of 13 TAC 26.5 and 13 TAC 26.20.

- v. The draft report will be submitted to City and subsequently to the THC for review and comments.
- vi. Once approved, the final report will be printed, and the necessary copies will be submitted to City and the THC.
- vii. Records will be prepared for curation at an approved facility. The cost of records curation is included in the proposed cost. If artifacts are collected, their preparation and the cost of perpetual curation (as required) will be negotiated with the curation facility and will be an additional cost. If the project is on private land, artifacts will be returned to the landowners.
- viii. The THC may determine that deep testing is required for the project. Deep testing is excluded from this scope of services. If deep testing is required by the THC, this would be considered an additional service.

K. Franchise Utility Coordination

The budgeted fee for this Task is based upon approximately 100 hours of labor. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the City. This Task shall be used on an as-needed basis, at the discretion of the City. Tasks may include:

- a. Coordinate with franchise utility companies.
- b. Attend group and/or individual franchise utility meetings.
- c. Provide design data to franchise utility companies.
- d. Identify potential franchise utility conflicts and possible relocation requirements.
- e. Notify the City if any relocations may be required.

V. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

A **Additional Services not included in the existing Scope of Services** – City and Consultant agree the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

- 1. Construction Staking.
- 2. Environmental Services beyond those identified in the Scope of Services.
- 3. Title Research.
- 4. Design of water and/or wastewater improvements outside of the limits identified above.
- 5. Landscape and irrigation design for the medians and parkway (between back of outside curb and ROW).

EXHIBIT A SCOPE OF SERVICES

6. Traffic Simulations and/or Traffic Studies.
7. Franchise Utility Design.
8. Structural design (bridges, specialized drainage structures, etc.).
9. Traffic Control Plan.
10. Redesign to reflect project scope changes requested by the City, TxDOT, franchise utilities, and/or developer required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City/City's acceptance of substitutions proposed by the Contractor.
11. Final Traffic Signal Design at Flanary Road and U.S. Highway 75.
12. Structural design of non-standard retaining walls.
13. Photometrics for street lighting.
14. Appearances before hearings for eminent domain proceedings.
15. Appearances before regulatory agencies.
16. Assistance to the City as an expert witness in any litigation or claim, arising from, or in connection with, the Project.
17. Special investigations involving detailed consideration of operation, maintenance, and overhead expense; preparation of rate schedules; preparation of special reports and an engineer's certificate as required for marketing bonds; earnings and expense statements; preparation of assessment rolls; special feasibility studies; appraisals; valuations; and material audits or inventories required for certification of force account construction performed by the City.
18. Detailed mill, shop, and/or laboratory inspection of materials or equipment.
19. Preparation of applications and supporting documents for government grants or planning advances for public works projects.
20. Preparation of report, sketches, drawings, presentations, and permit applications involving environmental, historical, and archaeological considerations.
21. Revision of reports and Construction Contract Documents after specific approval by City, bids for the Project exceed the fixed budget limit for the Construction Cost as provided in Article 3.

EXHIBIT B
PROJECT DESIGN BUDGET SUMMARY

I. Basic Services

A. Intermediate Design Plans (60%) (Expected Completion: 10/30/2022)	\$239,000.00
B. Final Design/Construction Plans (90%, 100%) (Expected Completion: 7/30/2023)	\$273,000.00
C. Bid Phase Services (Expected Completion: 9/30/2023)	\$20,000.00
D. Construction Phase Services	\$20,000.00
E. <u>Record Drawings</u>	<u>\$10,000.00</u>

Total Basic Services (Lump Sum) **\$562,000.00**

II. Special Services

F. Descriptive Instruments for ROW and Easements (8 right-of-way parcels at \$1,500 each) (16 easement parcels at \$1,100 each)	\$29,600.00
G. Design Surveying	\$45,000.00
H. Level "A" Subsurface Utility Engineering	\$13,500.00
I. Geotechnical Investigation & Report	\$22,000.00
J. Environmental Services	\$40,000.00
K. <u>Franchise Utility Coordination</u>	<u>\$20,000.00</u>

Total Authorized Special Services **\$170,100.00**

Project Budget, Grand Total (Not-To-Exceed) **\$732,100.00**

EXHIBIT C
GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

1. Files shall done in DWG/DXF format.
2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83 Grid.
3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.
4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.
5. The file shall contain required features for the project type as detailed below:
 - a. Pre-Construction/As-Built Plans and/or Record Documents:
 - i. Layers from Final Plat Requirements as Applicable to Project Type.
 - ii. Water Utility Features.
 - iii. Sanitary Sewer Features.
 - iv. Storm Sewer Features.
6. Each required feature group should be provided as a separate layer within the file.
7. Layer names should be representative of the information contained in the layer.
8. Line work should be done per accepted industry norms.
9. Text should not be smaller than 0.08" on a full size sheet, and should be a font such at Simplex, Calibri, or Arial.

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND
ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

- I. **CONSULTANT'S RESPONSIBILITY**. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment(s) for services; however, this shall not be City's sole and exclusive remedy for said over-payment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

- A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

- B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.
- C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as

EXHIBIT D
**CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND
ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES**

a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

- E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND
ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

- A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

- A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.
- B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

I. GENERAL INSURANCE REQUIREMENTS –

- A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.
- B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.
- C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

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

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

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

Coverage Required		Limits
<u>X</u>	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
<u>X</u>	2. General Liability	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate
___	3. XCU Coverage	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

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- | | | | |
|---------------|-----|---|--|
| <u> X </u> | 4. | Professional Liability | <ul style="list-style-type: none">▪ Minimum \$1,000,000.00 each claim;▪ Minimum \$2,000,000.00 in the aggregate |
| <u> X </u> | 5. | Umbrella Coverage of Excess Liability Coverage | <ul style="list-style-type: none">▪ An amount of \$2,000,000.00▪ Minimum \$2,000,000.00 in the aggregate |
| <u> X </u> | 6. | City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess. | |
| <u> X </u> | 7. | General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance. | |
| <u> X </u> | 8. | Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates. | |
| <u> X </u> | 9. | Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s). | |
| <u> X </u> | 10. | The Certificate of Insurance must state the project title and bid number. | |
| <u> </u> | 11. | Other Insurance Requirements (State Below): | |

EXHIBIT F
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY
1 Name of vendor who has a business relationship with local governmental entity. <i>Kimley-Horn and Associates, Inc</i>		Date Received
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. _____ Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☒ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 <i>L Nathan Cinto</i> _____ Signature of vendor doing business with the governmental entity		<i>4/2/22</i> _____ Date

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021

AMENDMENT NO. 1

TO THE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES BETWEEN
THE CITY OF SHERMAN (OWNER) AND KIMLEY-HORN AND ASSOCIATES, INC. (ENGINEER)
FOR THE SHEPHERD DRIVE - FLANARY ROAD TO U.S. HIGHWAY 75 PROJECT

Dated June 6, 2022 ("Original Agreement")

This Amendment No. 1 serves to increase the original contract fees under the Original Agreement based on the following additional services in **Exhibit A** of Original Agreement:

Task B – Final Design/Construction Plans (90%, 100%)

- h. Traffic Signal Design @ Eastern T.I. Driveway
 - i. Refer to Task B in Exhibit A or the Original Agreement.
 - ii. Prepare traffic signal plans for future traffic signal at eastern Texas Instruments driveway intersection at Shepherd Drive to be incorporated into the 90% and 100% submittals of the overall Shepherd Drive construction plans.
 - iii. Traffic signal plans will include the following sheets:
 - a. Quantity Summary
 - b. Proposed Traffic Signal Design Layout
 - c. Proposed Traffic Signal Tables and Charts
 - d. Applicable City/ TxDOT Standards and Details
 - e. TxDOT Standard TCP Detail Sheets for Signal Work (WZ(BTS-1&2)-13)
 - iv. Provide a list of City/TxDOT specifications for the signal work with the final plans.
 - v. Design assumptions for the traffic signal modifications include:
 - a. TxDOT standard pedestal power service
 - b. TxDOT standard traffic signal cabinet
 - c. 3 TxDOT standard mast arm poles for the 3 intersection approaches
 - d. Dual vehicle detection (if requested by City and specifications/information provided in a timely manner by City)
 - e. Luminaires provided on mast arm poles if no conflict with overhead electric
 - f. Radio communication on mast arm pole nearest cabinet (if requested by City and specifications/information provided in a timely manner by City)
 - g. Pedestrian signal poles, signal heads and push buttons for crossings identified at this intersection.

The contract amount under the Original Agreement shall be increased by a fee not to exceed the following amounts:

Basic Services

Task B – Final Design/Construction Plans (90%, 100%)	\$35,000
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TOTAL FEE INCREASE (NOT TO EXCEED)	\$35,000
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This Amendment No. 1 shall be effective on the date it is executed by the last party to execute it. The OWNER and ENGINEER hereby agree to amend the Proposed Fees section of this Original Agreement to read as follows:

Proposed Fees

Engineer shall be compensated on the following lump sum basis.

Basic Services

Task A – Intermediate Design Plans (60%)	\$239,000.00
Task B – Final Design/Construction Plans (90%, 100%)	\$308,000.00
Task C – Bid Phase Services	\$20,000.00
Task D – Construction Phase Services	\$20,000.00
Task E – Record Drawings	\$10,000.00

<i>Total Basic Services (Lump Sum)</i>	<u>\$597,000.00</u>
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Special Services

Task F – Descriptive Instruments for ROW and Easements	\$29,600.00
Task G – Design Surveying	\$45,000.00
Task H – Level “A” Subsurface Utility Engineering	\$13,500.00
Task I – Geotechnical Investigation & Report	\$22,000.00
Task J – Environmental Services	\$40,000.00
Task K – Franchise Utility Coordination	\$20,000.00

<i>Total Authorized Special Services</i>	<u>\$170,100.00</u>
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CONTRACT TOTAL (NOT TO EXCEED):	\$767,100.00
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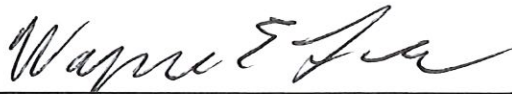
The parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Original Agreement and acknowledge and agree that the Original Agreement remains in full force and effect, except as amended in this Amendment No. 1. To the extent that any provision contained herein conflicts with the Original Agreement, the provision contained herein shall supersede such conflicting provision contained in the Original Agreement. This Amendment No. 1 and the Original Agreement contain the entire agreement of the parties with respect to the matters contained herein. This Amendment No. 1 may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

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EXECUTED in three (3) counterparts (each of which is an original) on behalf of ENGINEER shown below, and on behalf of the OWNER by its Director of Engineering (thereunto duly authorized) this 14th day of April, 2023.

OWNER:
CITY OF SHERMAN, TEXAS

ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.

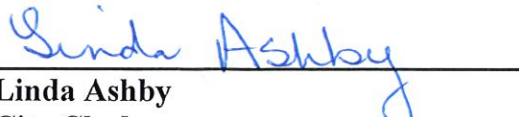


Wayne E. Lee, P.E., CFM
Director of Engineering



L. Nathan Ante, P.E.
Senior Vice President

ATTEST:



Linda Ashby
City Clerk

ATTEST:

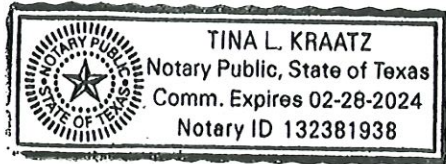

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS§

COUNTY OF Dallas§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared L. Nathan Ante of Kimley-Horn known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Kimley-Horn, a corporation, that (s)he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of March, A.D. 2023.



Tina L. Kraatz
Notary Public In and For Dallas County, Texas

My Commission Expires:

02/28/2024

AMENDMENT NO. 2

TO THE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES BETWEEN
THE CITY OF SHERMAN (OWNER) AND KIMLEY-HORN AND ASSOCIATES, INC. (ENGINEER)
FOR THE SHEPHERD DRIVE - FLANARY ROAD TO U.S. HIGHWAY 75 PROJECT

Dated June 6, 2022 ("Original Agreement")

The City of Sherman has requested additional services of the Engineer as a part of the Original Agreement. The services identified as additional services include additional assistance with Franchise Utility Coordination and Bid Phase Services tasks. This Amendment No. 2 serves to adjust the original contract Special Services fees in **Exhibit A** of Original Agreement for these additional services.

Billing for the following Special Services is anticipated to be complete leaving an amount of fee that could be reallocated as follows.

SPECIAL SERVICES

Description	Contract Value	Previous Amount Billed	Amount to be Billed 7/2023	Remaining
F. DESCRIPTIVE INSTRUMENTS FOR ROW AND EASEMENTS	29,600.00	21,100.00	2,035.00	6,465.00
G. DESIGN SURVEYING	45,000.00	40,620.60	00.00	4,379.40
H. LEVEL "A" SUBSURFACE UTILITY ENGINEERING	13,500.00	11,550.00	00.00	1,950.00
I. GEOTECHNICAL INVESTIGATION & REPORT	22,000.00	20,900.00	00.00	1,100.00
J. ENVIRONMENTAL SERVICES	40,000.00	18,534.82	00.00	21,465.18
Subtotal	150,100.00	112,705.42	2,035.00	35,359.58

The work will be as directed by the Owner and include the following:

Task K – Franchise Utility Coordination

- Additional assistance with day-to-day coordination and oversight of the franchise utility coordination for the project.
- Refer to Task K – Franchise Utility Coordination of the Original Agreement.

Task L – Additional Bid Phase Services

- Additional addenda development to interpret, clarify, and expand the Bid Documents for the project.
- Additional assistance with bid phase process for the project.
- Refer to Task C – Bid Phase Services of the Original Agreement.

This Amendment No. 2 shall amend the following Special Services of the Proposed Fees section of this Original Agreement to read as follows:

SPECIAL SERVICES

Description	Original Agreement	Amendment No. 2	Adjusted TOTAL
F. DESCRIPTIVE INSTRUMENTS FOR ROW AND EASEMENTS	29,600.00	(6,465.00)	23,135.00
G. DESIGN SURVEYING	45,000.00	(4,379.40)	40,620.60
H. LEVEL "A" SUBSURFACE UTILITY ENGINEERING	13,500.00	(1,950.00)	11,550.00
I. GEOTECHNICAL INVESTIGATION & REPORT	22,000.00	(1,100.00)	20,900.00
J. ENVIRONMENTAL SERVICES	40,000.00	(21,465.18)	18,534.82
K. FRANCHISE UTILITY COORDINATION	20,000.00	16,669.50	36,669.50
L. ADDITIONAL BID PHASE SERVICES	n/a	18,690.08	18,690.08
Subtotal	170,100.00	0.00	170,100.00

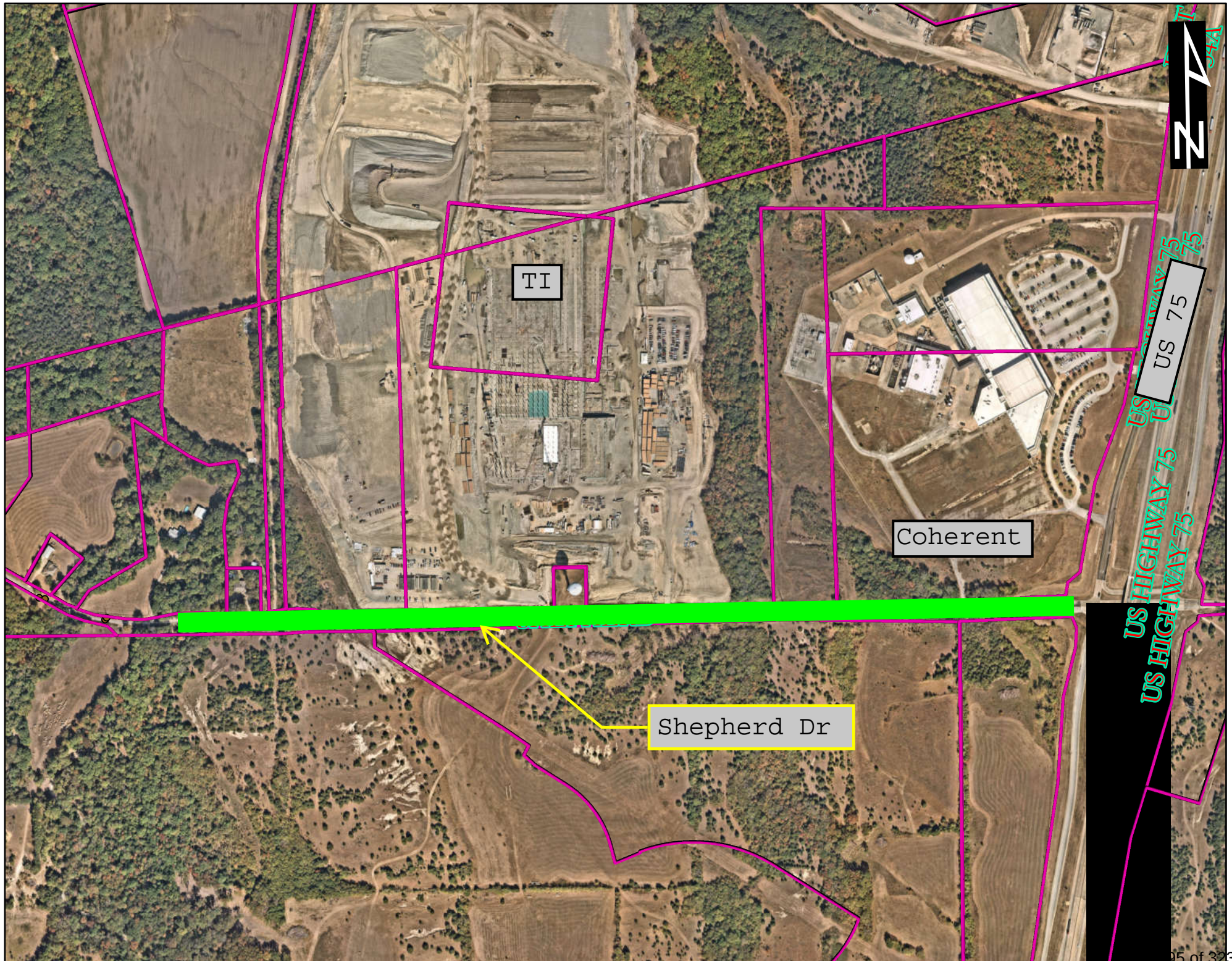
The total contract amount under the Original Agreement shall not change. If the above proposed scope and fee meet with your approval, please execute in the space provided below. The Amendment will be executed in three (3) counterparts (each of which is an original) on behalf of the City of Sherman.

AUTHORIZATION AND ACCEPTANCE OF CONTRACT AMENDMENT

Accepted this 7 day of August, 2023.



Gregory W. Perry, P.E.
Assistant City Engineer, City of Sherman





City Council Regular Meeting

Agenda Item No. I.1.

Meeting Date: 3/18/2024

Prepared By: Theresa Hutchinson, Park & Recreation Manager

Approved By: Clint Philpott, Assistant City Manager

Caption:

*** REQUEST TO ADVERTISE**

Purchase and Installation of Trail Lighting, Pavilion Lighting and Additional Parking at Pecan Grove East Park

Issue:

Requesting to advertise for the purchase and installation of trailing lighting, pavilion lighting and to expand the parking lot at Pecan Grove East Park

Background:

To provide a safer environment and accommodate increased usage, improvements need to be made to Pecan Grove East Park. Currently, there is no lighting in the park. The installation of lights on the trail, pavilion and parking lot will increase the safety and park usage. The parking lot expansion to the north will accommodate the increasing number of park goers.

Origination:

Parks and Recreation Department

Financial Consideration:

The cost of advertising will be approximately \$400.00.

Funding for these improvements was approved in the FY 2022-2023 and FY 2023-2024 budgets as part of the Capital Improvement Program.

Staff Recommendation:

It is recommended that the City Council approve the request to advertise.

Alternatives:

As may be directed by the City Council

Attachments:

None



City Council Regular Meeting

Agenda Item No. J.1.

Meeting Date: 3/18/2024

Prepared By: Linda Ashby, City Clerk

Approved By: Clint Philpott, Assistant City Manager

Caption:

OTHER BUSINESS

Consider Request for a Variance to Allow Alcoholic Beverage Sales within 300 Feet of a School (Fairview Elementary); Mark Schuster, Owner, Sherman F&B, LLC, on premises located at Fairview Park, 1121 W. Taylor Street, pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code

Issue:

To consider the appeal of Sherman F&B, LLC, concerning the property located at 1121 W. Taylor Street, known as Fairview Park, to allow a "Mixed Beverage" On-Premise Retailer License/Permit and a "Food and Beverage Certificate" within 300 feet of a school (Fairview Elementary). Section 109.33(e) of the Texas Alcoholic Beverage Code authorizes the City Council to grant a variance if it determines that enforcement of the 300-foot regulation in this particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a TABC license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the City Council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

Background:

Sherman Sports and Entertainment, LLC, was recently granted a Variance for a "Retail Dealer's On-Premise License" and a "Wine and Malt Beverage Retail Dealer's On-Premise Permit" to sell alcohol at Veteran's Field in Fairview Park, located at 1121 W. Taylor Street. Currently, Sherman F&B, LLC, has applied for a "Mixed Beverage" On-Premise Retailer License/Permit and a "Food and Beverage Certificate" in Fairview Park.

According to the requestor, they changed the name on the application for "liability purposes."

Because this is a new application, for a different type of license, by a different entity, the application was denied because it was determined that the property line for the store is located within 300 feet from the Fairview Elementary School property line. According to section 4.14.035 of the City's Code of Ordinances, entitled "Development Standards," the sale of mixed beverages is also subject to the distance requirements set forth in the ordinance.

Origination:

The request for a variance originated with Mark Schuster, Sherman F&B, LLC.

Financial Consideration:

There is no direct cost to the City of Sherman.

Staff Recommendation:

It is the recommendation of the staff that the City Council consider the appeal.

Alternatives:

The Council could choose not to consider the appeal.

Attachments:

1. Sherman F&B, LLC - Application 2024
2. Sherman F&B, LLC - Denial Letter - 2024
3. Sherman Appeal to Council 030124
4. Development Standards
5. FairviewAlcoholAppeal - Map



**TEXAS ALCOHOLIC
BEVERAGE COMMISSION**
Texans Helping Businesses & Protecting Communities

**Required
Certifications**

Join TABC in the fight against human trafficking

L-CERT (7/2022)

Submit this form to the proper officials to obtain certification for the type of license/permit for which you are applying as required by TX Alc. Bev. Code, Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13. This Required Certifications form must be submitted with your Initial Application form.

Contact your local TABC office for assistance.

LOCATION INFORMATION

1. Trade Name of Location (Name of restaurant, bar, store, etc.) Sherman F&B LLC			
2. Owner of Business/Applicant (Name of Corporation, LLC, etc.) Sherman F&B LLC			
3. Type of Owner ☐ Corporation ☐ Limited Partnership ☒ Limited Liability Company ☐ Limited Liability Partnership ☐ Partnership ☐ Other: _____			
4. Location Address 1121 W Taylor St			
City Sherman	County Grayson	State Tx	Zip Code 75092
5. Mailing Address 26525 Scott Rd			
City Huffman	County Harris	State Tx	Zip Code 77336
6. Business Telephone Number	Alternate Telephone Number (281) 451-5406	E-mail Address tim.woodland@sherman-se.com	
7. Application for:			
☒ Original	☐ Reinstatement	License/Permit Number	☐ Reinstatement and Change of Trade Name
	☐ Change of Location	License/Permit Number	☐ Change of Location and Trade Name
8A. Type of Off-Premise Retailer License/Permit:			
☐ BF Retail Dealer's Off-Premise License	☐ E Local Cartage Permit	☐ P Package Store Permit	
☐ BQ Wine and Malt Beverage Retail Dealer's Off-Premise Permit	☐ ET Third-Party Local Cartage Permit	☐ Q Wine Only Package Store	
☐ LP Local Distributor's Permit			
8B. Type of On-Premise Retailer License/Permit			
☐ BE Retail Dealer's On-Premise License	☐ E Local Cartage Permit	☒ MB Mixed Beverage	
☐ BG Wine and Malt Beverage Retail Dealer's On-Premise Permit	☒ FB Food and Beverage Certificate	☐ WP Waterpark Permit	
☐ BP Brewpub License	☐ LH Late Hours Certificate		
8C. Type of Wholesaler's, Distributor's, or Manufacturer's License/Permit			
☐ BB General Distributor's License	☐ D Distillers and Rectifiers Permit - allows on-premise consumption	☐ S Nonresident Seller's Permit	
☐ BC Branch Distributor's License	☐ DS Out-of-State Winery Direct Shipper's Permit	☐ SD Brewer's Self-Distribution License	
☐ BN Nonresident Brewer's License	☐ G Winery - allows on-premise consumption	☐ W Wholesaler's Permit	
☐ BW Brewer's License	☐ J Bonded Warehouse	☐ X General Class B Wholesaler Permit	
☐ JD Bonded Warehouse (Dry Area)			
9. For On or OFF-Premise Applicants, Indicate Primary Business Type at this Location			
☐ Bar	☐ Grocery/Market	☐ Package Store	☐ Sexually Oriented
☐ Civic Center	☐ Hotel	☐ Public Entertainment Fac. (PEF as defined in Sec. 108.73)	☐ Sporting Arena
☐ Convenience Store	☐ Motel	☐ Racetrack	
☐ Delivery Company	☐ Movie Theater	☒ Restaurant	

Trade Name: Sherman F&B LLCLocation Address: 1121 W Taylor StCity: ShermanCounty: Grayson**Off-Premise Certifications**Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit...requests certification, the city secretary...shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by charter or ordinance.**Certificate of City Secretary: P, Q, BF, BQ**

TX Alc. Bev. Code, Section 11.37 & 61.37

☐ CHECK HERE IF NOT IN CITY LIMITS

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought as the place of business is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

Permits/Licenses Wet For	Based on most recent local option election, area is wet for:
☐ BF	The legal sale of malt beverages for off-premise consumption only ☐ greater than 5% alcohol by volume OR ☐ 5% or less alcohol by volume
☐ BF, BQ, Q	The legal sale of malt beverages and wine for off-premise consumption only
☐ BF, BQ, Q, P	The legal sale of all alcoholic beverages for off-premise consumption only

OR

☐ I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN

HERE _____, _____, TEXAS
City Secretary/Clerk City

S E A L

On-Premise CertificationsPer Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit...requests certification, the city secretary...shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by charter or ordinance.**Certificate of City Secretary (FOR MB, MB/FB, BG, BG/FB, BE, & BE/FB)**

TX Alc. Bev. Code, Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

Permits/Licenses Wet For	Based on most recent local option election, area is wet for:
☐ MB	Mixed Beverage Permit
☐ MB/FB	Mixed Beverage Restaurant Permit with required Food and Beverage Certificate
☐ BG*	Wine and Malt Beverage Retail Dealer's On-Premise Permit
☐ BG/FB*	Wine and Malt Beverage Retail Dealer's On-Premise Permit with required Food and Beverage Certificate
☐ BE*	Retail Dealer's On-Premise License
☐ BE/FB*	Retail Dealer's On-Premise License with required Food and Beverage Certificate
*Mark box on right for BE and/or BE/FB	☐ greater than 5% alcohol by volume OR ☐ 5% or less alcohol by volume
*Mark box on right for any of the following license or permit types BG, BG/FB BE, BE/FB	Election for given location was held for: ☐ legal sale of malt beverage/wine (17%) on-premise AFTER Sept. 1, 1999 OR ☐ legal sale of malt beverage/wine (14%) on-premise BEFORE Sept. 1, 1999

SIGN

HERE _____, _____, TEXAS
City Secretary/Clerk City

S E A L

Certification for Late Hours Certificate (LH)

TX Alc. Bev. Code, Chapters 29 & 70 et seq.

I hereby certify on this _____ day of _____, 20____, that one of the below is correct:

☐	The governing body of this city or county has by ordinance or order authorized the sale of mixed beverages between midnight and 2:00 A.M.;
OR	
☐	The governing body of this city or county has by ordinance or order authorized the sale of malt beverage between midnight and _____ A.M.;
OR	
☐	The population of the city or county where premises are located was 500,000 or more according to the 24 th Decennial Census of the United States as released by the Bureau of the Census on April 1, 2020;
OR	
☐	The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2020).

SIGN

HERE _____, _____, TEXAS
City Secretary/Clerk City

S E A L

Trade Name: Sherman F&B LLC

Location Address: 1121 W Taylor St

City: Sherman

County: Grayson

Wholesaler, Distributor or Manufacturer Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit... requests certification, the city secretary... shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by charter or ordinance.

Certificate of City Secretary for: BB, BC, J, W & X

☐ CHECK HERE IF NOT IN CITY LIMITS

I hereby certify on this ____ day of _____, 20__, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

SIGN

HERE _____, TEXAS
City Secretary/Clerk City

S E A L

Certificate of City Secretary for Winery (G) Applicants

Per Sec. 16.011, "A winery permit may be issued for premises in an area in which the sale of wine has not been authorized by a local option election..."

I hereby certify on this ____ day of _____, 20__, that this location address ☐ is ☐ is not in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

OR

☐ I hereby refuse on this ____ day of _____, 20__ to certify this location.

SIGN

HERE _____, TEXAS
City Secretary/Clerk City

S E A L

Certificate of City Secretary for: BW & D

I hereby certify on this ____ day of _____, 20__, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages, and

☐ does ☐ does not allow for on-premise consumption and

☐ does ☐ does not allow for off-premise consumption in accordance with 501.035 of the Election Code.

OR

☐ I hereby refuse on this ____ day of _____, 20__ to certify this location.

SIGN

HERE _____, TEXAS
City Secretary/Clerk City

S E A L

Trade Name: Sherman F&B LLCLocation Address: 1121 W Taylor StCity: ShermanCounty: Grayson**Off-Premise Certifications**Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit... requests certification, the county clerk... shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by any valid order...**Certificate of County Clerk: P, Q, BF, BQ**

TX Alc. Bev. Code, Section 11.37 & 61.37

☐ CHECK HERE IF NOT IN CITY LIMITS

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought as the place of business is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

Permits/Licenses Wet For	Based on most recent local option election, area is wet for:
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☐ BF, BQ, Q, P	The legal sale of all alcoholic beverages for off-premise consumption only

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SIGN

HERE _____, _____ County
County Clerk

S E A L

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TX Alc. Bev. Code, Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

Permits/Licenses Wet For	Based on most recent local option election, area is wet for:
☐ MB	Mixed Beverage Permit
☐ MB/FB	Mixed Beverage Restaurant Permit with required Food and Beverage Certificate
☐ BG*	Wine and Malt Beverage Retail Dealer's On-Premise Permit
☐ BG/FB*	Wine and Malt Beverage Retail Dealer's On-Premise Permit with required Food and Beverage Certificate
☐ BE*	Retail Dealer's On-Premise License
☐ BE/FB*	Retail Dealer's On-Premise License with required Food and Beverage Certificate
*Mark box on right for BE and/or BE/FB	☐ greater than 5% alcohol by volume OR ☐ 5% or less alcohol by volume
*Mark box on right for any of the following license or permit types BG, BG/FB BE, BE/FB	Election for given location was held for: ☐ legal sale of malt beverage/wine (17%) on-premise AFTER Sept. 1, 1999 OR ☐ legal sale of malt beverage/wine (14%) on-premise BEFORE Sept. 1, 1999

SIGN

HERE _____, _____ County
County Clerk

S E A L

Certification for Late Hours Certificate (LH)

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☐	The governing body of this city or county has by ordinance or order authorized the sale of mixed beverages between midnight and 2:00 A.M.;
OR	
☐	The governing body of this city or county has by ordinance or order authorized the sale of malt beverage between midnight and _____ A.M.;
OR	
☐	The population of the city or county where premises are located was 500,000 or more according to the 24 th Decennial Census of the United States as released by the Bureau of the Census on April 1, 2020;
OR	
☐	The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2020).

SIGN

HERE _____, _____ County
County Clerk

S E A L

Trade Name: Sherman F&B LLC

Location Address: 1121 W Taylor St

City: Sherman

County: Grayson

Wholesaler, Distributor or Manufacturer Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit... requests certification, the county clerk... shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by any valid order...

Certificate of County Clerk for: BB, BC, J, W & X

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SIGN

HERE _____, _____ County
County Clerk

S E A L

Certificate of County Clerk for Winery (G) Applicants

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I hereby certify on this ____ day of _____, 20__, that this location address ☐ is ☐ is not in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

OR

☐ I hereby refuse on this ____ day of _____, 20__ to certify this location.

SIGN

HERE _____, _____ County
County Clerk

S E A L

Certificate of County Clerk for: BW & D

I hereby certify on this ____ day of _____, 20__, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages, and

☐ does ☐ does not allow for on-premise consumption and

☐ does ☐ does not allow for off-premise consumption in accordance with 501.035 of the Election Code.

OR

☐ I hereby refuse on this ____ day of _____, 20__ to certify this location.

SIGN

HERE _____, _____ County
County Clerk

S E A L

Trade Name: Sherman F&B LLC

Location Address: 1121 W Taylor St

City: Sherman

County: Grayson

**Publisher's Affidavit for All Applicants Except BN, DS, S
TX Alc. Bev. Code, Section 11.39 and 61.38**

Name of newspaper	
City, County	
Dates notice published in daily/weekly newspaper (MM/DD/YYYY)	
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown.</i>	
Signature of publisher or designee	
Sworn to and subscribed before me on this date (MM/DD/YYYY)	
Signature of Notary Public	
SEAL	

ATTACH PRINTED

COPY OF THE

NOTICE HERE

[Click here to see example of
newspaper publication](#)

Comptroller of Public Accounts Certificate for All Applicants

TX Alc. Bev. Code, Section 11.46 (b) & 61.42 (b)

This is to certify on this 13th day of February, 20 24, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit and that none of the persons making this application are indebted to the State of Texas.

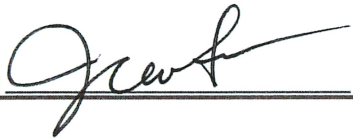
Sales Tax Permit Number 32093121914

Outlet Number 00001

Print Name of Comptroller Employee Jessica Castro

Print Title of Comptroller Employee Enforcement Officer

SIGN HERE



FIELD OFFICE

Dallas

SEAL



PUBLIC RECORDS DEPARTMENT

Phone No. (903) 892-7204

Fax No. (903) 892-7394

February 27, 2024

Sherman F&B, LLC
Attn: Mike Roman
mromantx@gmail.com
26525 Scott Road
Huffman, Texas 77336

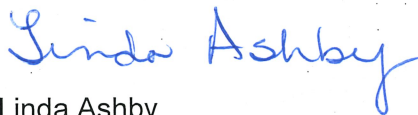
**RE: Sherman F&B, LLC
1121 W. Taylor Street
Sherman, Texas 75092**

Dear Mr. Roman:

Your application for a "Mixed Beverage" and "Food and Beverage Certificate" On-Premise License has been denied. Upon inspection, it was found that your business is within 300 feet of a public or private school or day care center.

The City's Code of Ordinances, Section 4.14.035, states that the minimum distance between retail stores that offer the sale of alcoholic beverages for off-premise consumption and public or private schools or day care facilities is 300 feet. Measurements are made from property line to property line and in a direct line across intersections. I have included a copy of the Code for your information.

Sincerely,



Linda Ashby
City Clerk

cc: Robby Hefton, City Manager
Zachary Flores, Assistant City Manager
Terrence Steele, Assistant City Manager
Ryan Pittman, City Attorney
Rob Rae, Director of Development Services
Theresa Hutchinson, Parks and Recreation Manager

March 1, 2024

Mr. Terrance Steele, Assistant City Manager
City of Sherman
220 West Mulberry Street
Sherman, TX 75090

Dear Terrance:

Please find attached a letter of denial from Ms. Linda Ashby, City Clerk, with respect to our request to our application for a liquor license at Veteran's Field. For liability purposes, we changed the applicant on the TABC license to Sherman F&B, LLC and neglected to inform Ms. Ashby of this change.

I respectfully request an appeal to this decision with City Council at the next regularly scheduled meeting.

Please let me know what else I need to provide.

Sincerely,

Mark Schuster

Mark Schuster
Sherman Sports and Entertainment, LLC

 Sec. 4.14.035 Development standards

(a) Alcoholic beverages for off-premises consumption only. The sale of alcoholic beverages is permitted only in a zoning district where retail sales are allowed. The minimum distance between retail stores that offer the sale of alcoholic beverages for off-premises consumption and the following uses are:

(1) Schools (public and private) and day care centers: 300 feet. As allowed by state law, a school may petition for 1,000 feet. All measurements of distances are as provided for in state law (property line to property line and in a direct line across intersections).

(2) Churches: 300 feet. All measurements of distances are as provided for in state law (along the property lines of the street fronts and from front door to front door, and in a direct line across intersections).

(3) Hospitals: 300 feet. All measurements of distances are as provided for in state law (along the property lines of the street fronts and from front door to front door, and in a direct line across intersections).

(b) Mixed beverages in a restaurant by food and beverage certificate holders only. The sale of mixed beverages in a restaurant by food and beverage certificate holders is allowed in any zoning district where restaurants are allowed. The holder of a permit under this subsection shall be required to meet distance requirements as set forth in subsection (a), above.

(Ordinance 5994 adopted 12/5/16)





City Council Regular Meeting

Agenda Item No. J.2.

Meeting Date: 3/18/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Clint Philpott, Assistant City Manager

Caption:

OTHER BUSINESS

Site Plan for an Elementary School, being 23.764 acres being in the Uriah Burns Survey, Abstract No. 121 and in the Heritage Ranch PD (Planned Development); Sherman Independent School District (Owner), Philip Varughese (Representative), VLK Architects (Architect) and Teague Nall & Perkins (Surveyor) (200 Block Plainview Road)

Issue:

Consideration of a Site Plan for 23.764 acres of land located in the 200 Block Plainview Road in the Heritage Ranch PD (Planned Development).

Background:

The property is located at 200 Block Plainview Road near the intersection of Lone Star and Plainview Road. The owner is requesting Site Plan approval for an Elementary School in the Heritage Ranch Planned Development.

Origination:

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

Financial Consideration:

None

Staff Recommendation:

At the February 20, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Site Plan be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

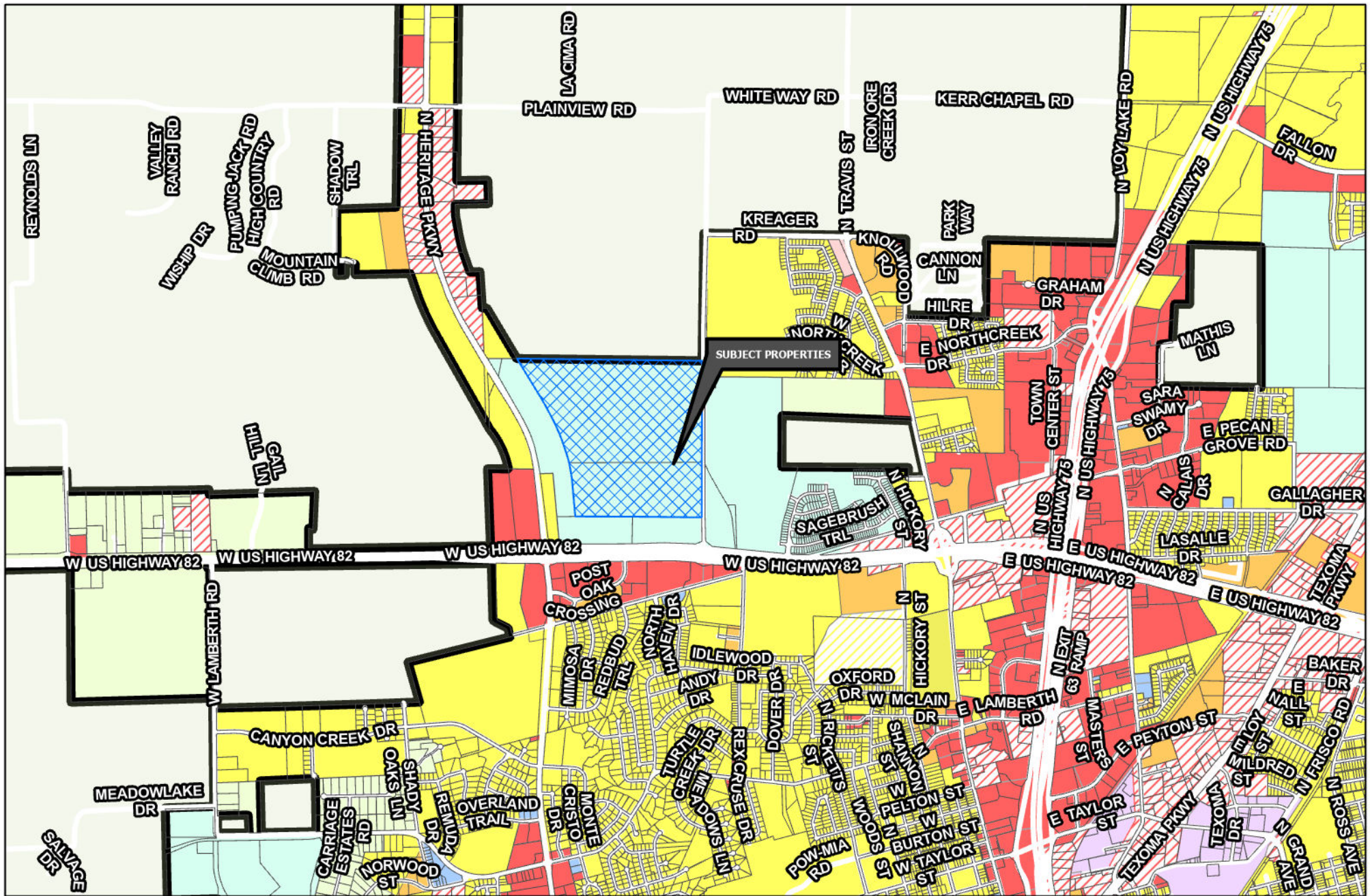
Alternatives:

The City Council could deny the request.

Attachments:

1. Location Map
2. Zoning Map
3. Survey
4. Narrative
5. Site Plan

6. Landscape Plan
7. Elevations
8. Staff Review Letter



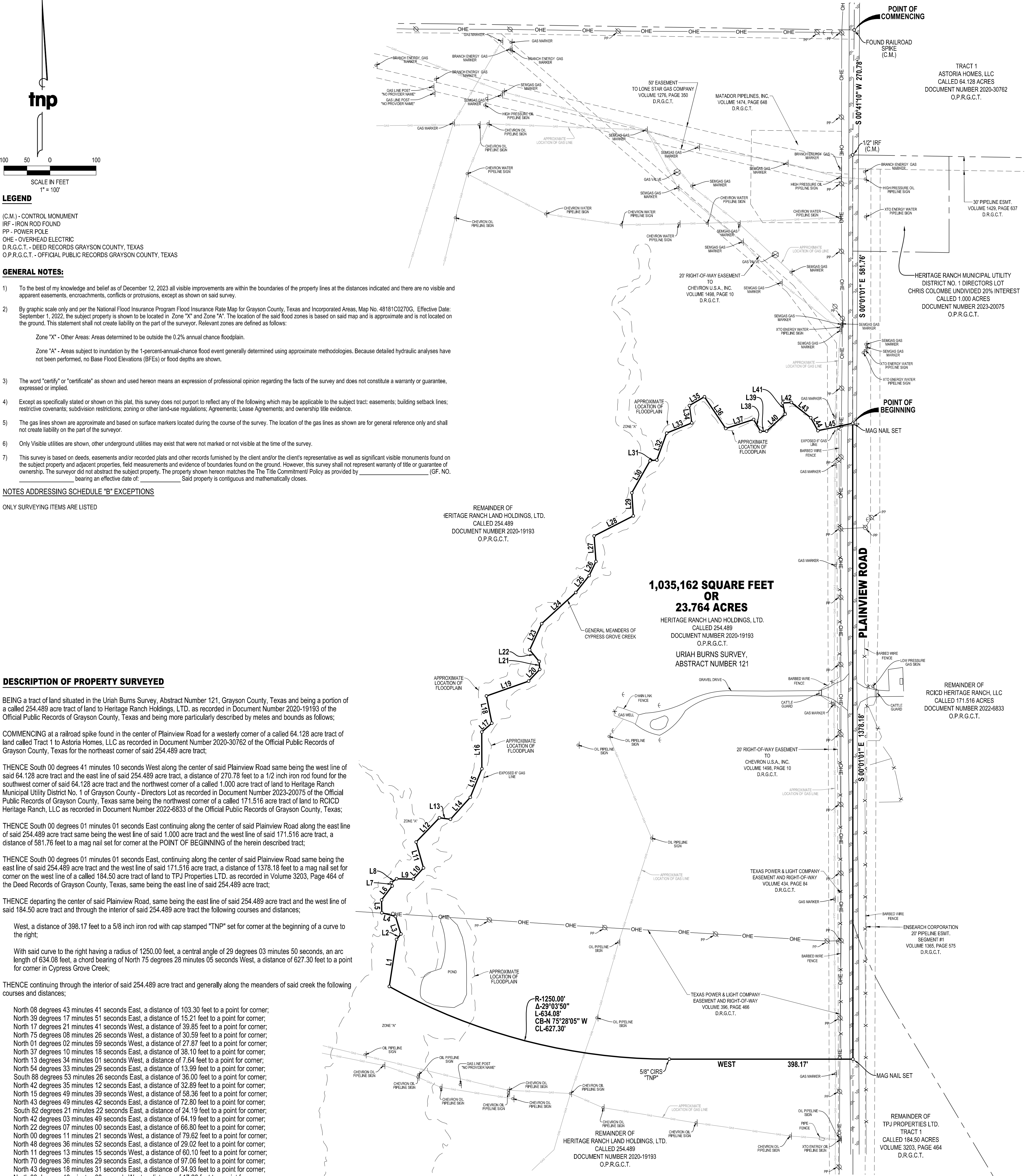
Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
200 BLK PLAINVIEW RD





DESCRIPTION OF PROPERTY SURVEYED

BEING a tract of land situated in the Uriah Burns Survey, Abstract Number 121, Grayson County, Texas and being a portion of a called 254.489 acre tract of land to Heritage Ranch Holdings, LTD. as recorded in Document Number 2020-30762 of the Official Public Records of Grayson County, Texas and being more particularly described by metes and bounds as follows;

COMMENCING at a railroad spike found in the center of Plainview Road for a westerly corner of a called 64.128 acre tract of land called Tract 1 to Astoria Homes, LLC as recorded in Document Number 2020-30762 of the Official Public Records of Grayson County, Texas for the northeast corner of said 254.489 acre tract;

THENCE South 00 degrees 41 minutes 10 seconds West along the center of said Plainview Road same being the west line of said 64.128 acre tract and the east line of said 254.489 acre tract, a distance of 270.78 feet to a 1/2 inch iron rod found for the southwest corner of said 64.128 acre tract and the northwest corner of a called 1.000 acre tract of land to Heritage Ranch Municipal Utility District No. 1 of Grayson County - Directors Lot as recorded in Document Number 2023-20075 of the Official Public Records of Grayson County, Texas same being the northwest corner of a called 171.516 acre tract of land to RCICD Heritage Ranch, LLC as recorded in Document Number 2022-6833 of the Official Public Records of Grayson County, Texas;

THENCE South 00 degrees 01 minutes 01 seconds East continuing along the center of said Plainview Road along the east line of said 254.489 acre tract same being the west line of said 1.000 acre tract and the west line of said 171.516 acre tract, a distance of 581.76 feet to a mag nail set for corner at the POINT OF BEGINNING of the herein described tract;

THENCE South 00 degrees 01 minutes 01 seconds East, continuing along the center of said Plainview Road same being the east line of said 254.489 acre tract and the west line of said 171.516 acre tract, a distance of 1378.18 feet to a mag nail set for corner on the west line of a called 184.50 acre tract of land to TPJ Properties LTD. as recorded in Volume 3203, Page 464 of the Deed Records of Grayson County, Texas, same being the east line of said 254.489 acre tract;

THENCE departing the center of said Plainview Road, same being the east line of said 254.489 acre tract and the west line of said 184.50 acre tract and through the interior of said 254.489 acre tract the following courses and distances;

West, a distance of 398.17 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 1250.00 feet, a central angle of 29 degrees 03 minutes 50 seconds, an arc length of 634.08 feet, a chord bearing of North 75 degrees 28 minutes 05 seconds West, a distance of 627.30 feet to a point for corner in Cypress Grove Creek;

THENCE continuing through the interior of said 254.489 acre tract and generally along the meanders of said creek the following courses and distances;

North 08 degrees 43 minutes 41 seconds East, a distance of 103.30 feet to a point for corner;
North 39 degrees 17 minutes 51 seconds East, a distance of 15.21 feet to a point for corner;
North 17 degrees 21 minutes 41 seconds West, a distance of 39.85 feet to a point for corner;
North 75 degrees 08 minutes 26 seconds West, a distance of 30.59 feet to a point for corner;
North 01 degrees 02 minutes 59 seconds West, a distance of 27.87 feet to a point for corner;
North 37 degrees 10 minutes 16 seconds East, a distance of 36.10 feet to a point for corner;
North 13 degrees 34 minutes 01 seconds West, a distance of 7.64 feet to a point for corner;
North 54 degrees 33 minutes 29 seconds East, a distance of 13.99 feet to a point for corner;
South 88 degrees 53 minutes 26 seconds East, a distance of 36.00 feet to a point for corner;
North 42 degrees 35 minutes 12 seconds East, a distance of 32.89 feet to a point for corner;
North 15 degrees 49 minutes 39 seconds West, a distance of 58.36 feet to a point for corner;
North 43 degrees 49 minutes 42 seconds East, a distance of 72.80 feet to a point for corner;
South 82 degrees 21 minutes 22 seconds East, a distance of 24.19 feet to a point for corner;
North 42 degrees 03 minutes 49 seconds East, a distance of 64.19 feet to a point for corner;
North 22 degrees 07 minutes 00 seconds East, a distance of 66.80 feet to a point for corner;
North 00 degrees 11 minutes 21 seconds West, a distance of 79.62 feet to a point for corner;
North 48 degrees 36 minutes 52 seconds East, a distance of 29.02 feet to a point for corner;
North 11 degrees 13 minutes 15 seconds West, a distance of 60.10 feet to a point for corner;
North 70 degrees 36 minutes 29 seconds East, a distance of 97.06 feet to a point for corner;
North 43 degrees 18 minutes 31 seconds East, a distance of 34.93 feet to a point for corner;
North 03 degrees 46 minutes 00 seconds West, a distance of 17.26 feet to a point for corner;
North 39 degrees 24 minutes 01 seconds West, a distance of 32.40 feet to a point for corner;
North 24 degrees 35 minutes 39 seconds East, a distance of 62.60 feet to a point for corner;
North 47 degrees 36 minutes 39 seconds East, a distance of 100.19 feet to a point for corner;
North 38 degrees 27 minutes 22 seconds East, a distance of 46.67 feet to a point for corner;
North 25 degrees 38 minutes 48 seconds East, a distance of 33.88 feet to a point for corner;
North 04 degrees 12 minutes 33 seconds West, a distance of 55.62 feet to a point for corner;
North 63 degrees 00 minutes 00 seconds East, a distance of 95.37 feet to a point for corner;
North 03 degrees 30 minutes 38 seconds West, a distance of 50.09 feet to a point for corner;
North 29 degrees 30 minutes 58 seconds East, a distance of 79.90 feet to a point for corner;
North 83 degrees 29 minutes 12 seconds East, a distance of 15.00 feet to a point for corner;
North 20 degrees 03 minutes 12 seconds East, a distance of 61.97 feet to a point for corner;
North 20 degrees 03 minutes 12 seconds East, a distance of 61.97 feet to a point for corner;
North 67 degrees 48 minutes 15 seconds East, a distance of 58.77 feet to a point for corner;
North 07 degrees 48 minutes 43 seconds West, a distance of 37.93 feet to a point for corner;
North 59 degrees 42 minutes 10 seconds East, a distance of 37.86 feet to a point for corner;
South 33 degrees 51 minutes 17 seconds East, a distance of 82.83 feet to a point for corner;
North 72 degrees 07 minutes 33 seconds East, a distance of 63.58 feet to a point for corner;
South 29 degrees 33 minutes 29 seconds East, a distance of 29.74 feet to a point for corner;
North 87 degrees 15 minutes 55 seconds East, a distance of 13.40 feet to a point for corner;
North 47 degrees 30 minutes 49 seconds East, a distance of 54.50 feet to a point for corner;
North 12 degrees 31 minutes 43 seconds West, a distance of 24.85 feet to a point for corner;
North 87 degrees 04 minutes 20 seconds East, a distance of 18.98 feet to a point for corner;
South 51 degrees 48 minutes 09 seconds East, a distance of 53.51 feet to a point for corner;
South 29 degrees 01 minutes 48 seconds East, a distance of 31.98 feet to a point for corner;
North 78 degrees 03 minutes 11 seconds East, a distance of 77.11 feet to the POINT OF BEGINNING containing 1,035,162 square feet, or 23.764 acres of land.

SURVEYOR'S CERTIFICATE

To: Sherman Independent School District and Heritage Ranch Holdings, LTD.

I, Brian J. Maddox II, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I have prepared this map from an actual on the ground survey of the land, and the monuments shown thereon were found under my personal supervision in accordance with the Surveying Rules and Regulations of the State of Texas. This survey substantially conforms to a Category 1A, Condition II Land Title Survey.

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

Brian J. Maddox II
Registered Professional Land Surveyor No. 6659
Surveyed on the ground December 12, 2023

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

LINE	BEARING	DISTANCE
L1	N 08°43'41" E	103.30'
L2	N 39°17'51" E	15.21'
L3	N 17°21'41" W	39.85'
L4	N 75°08'26" W	30.59'
L5	N 01°02'59" W	27.87'
L6	N 37°10'16" E	36.10'
L7	N 13°34'01" W	7.64'
L8	N 54°33'29" E	13.99'
L9	S 88°53'26" E	36.00'
L10	N 42°35'12" E	32.89'
L11	N 15°49'39" W	58.36'
L12	N 43°49'42" E	72.80'
L13	S 82°21'22" E	24.19'
L14	N 42°03'49" E	64.19'
L15	N 22°07'00" E	66.80'
L16	N 00°11'21" W	79.62'
L17	N 48°36'52" E	29.02'
L18	N 11°13'15" W	60.10'
L19	N 70°36'29" E	97.06'
L20	N 43°18'31" E	34.93'
L21	N 03°46'00" W	17.26'
L22	N 39°24'01" W	32.40'
L23	N 24°35'39" E	62.60'
L24	N 47°36'39" E	100.19'
L25	N 38°27'22" E	46.67'
L26	N 25°38'48" E	33.88'
L27	N 04°12'33" W	55.62'
L28	N 63°00'00" E	95.37'
L29	N 03°30'38" W	50.09'
L30	N 29°30'58" E	79.90'
L31	N 83°29'12" E	15.00'
L32	N 20°03'17" E	61.97'
L33	N 67°48'15" E	58.77'
L34	N 07°46'43" W	37.93'
L35	S 59°42'10" E	37.86'
L36	S 33°51'17" E	82.83'
L37	N 72°07'33" E	63.58'
L38	S 29°32'29" E	29.74'
L39	N 87°15'55" E	13.40'
L40	N 47°30'49" E	54.50'
L41	N 12°31'43" W	24.85'
L42	N 87°04'20" E	18.98'
L43	S 51°48'09" E	53.51'
L44	S 29°01'48" E	31.98'
L45	N 78°03'11" E	77.11'

BASIS OF BEARINGS:

BEARINGS ARE REFERENCED TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 (NORTH CENTRAL ZONE 4202; NAD83(2011) EPOCH 2010) AS DERIVED LOCALLY FROM ALLTERRA CENTRAL RTKNET CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) VIA REAL TIME KINEMATIC (RTK) SURVEY METHODS. ALL DISTANCES SHOWN ARE SURFACE DISTANCES USING A COMBINED SCALE FACTOR OF 1.0001039028.

PROJECT INFORMATION
Project No.: SHI 23530
Date: December 12, 2023
Drawn By: JM
Scale: 1"=100'
Sheet: 1 of 1

LAND TITLE SURVEY OF
1,035,162 SQUARE FEET OR 23.764 ACRES

A TRACT OF LAND SITUATED IN THE
URIAH BURNS SURVEY, ABSTRACT NUMBER 121,
GRAYSON COUNTY, TEXAS



SURVEYOR
TEAGUE NALL AND PERKINS, INC.
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
TBPLS Registration No. 10194381
www.tnpinc.com

A PORTION OF A CALLED 254.489 ACRE TRACT OF LAND TO HERITAGE RANCH LAND HOLDINGS, LTD. AS RECORDED IN DOCUMENT NUMBER 2020-19193 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS

Project Narrative

To: City Of Sherman

From: Teague Nall and Perkins, Inc.

Date: November 29, 2023

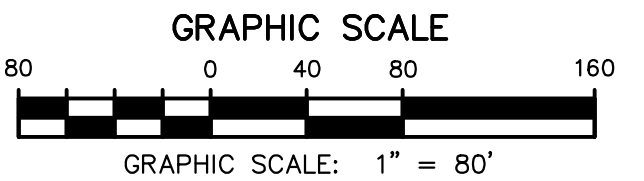
RE: Specific Use Permit; Fairview Elementary School

Design Narrative: New Sherman ISD Elementary School

The Project is the construction of a new Elementary School in Sherman ISD, which will consist of building a new school on in the Heritage Ranch Development. The school will house Kindergarten through the 5th grade.

The project will consist of constructing the new 2-story elementary school including parking, drive aisles, sidewalks, fencing, and other various elements. A courtyard and outdoor learning areas will also be constructed adjacent to the proposed school. The proposed building will consist of classrooms, media center, fine arts, cafeteria, auditorium, science labs, and music rooms.

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



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

CLASSROOMS: 42 CLASSROOMS

REQUIRED PARKING:	
REQUIRED STANDARD SPACES (2.5x42)	105 SPACES
REQUIRED HANDICAP PARKING:	8 SPACES

PROVIDED PARKING:	
TOTAL STANDARD PARKING:	146 SPACES
TOTAL HANDICAP PARKING:	8 SPACES
TOTAL PARKING:	154 SPACES

THE SCHOOL PROPERTY AND ALL SURROUNDING PROPERTIES ARE ZONED PD – PLANNED DEVELOPMENT

BUILDING SQUARE FOOTAGE	76,444 SF
BUILDING HEIGHT	34'-8"FT

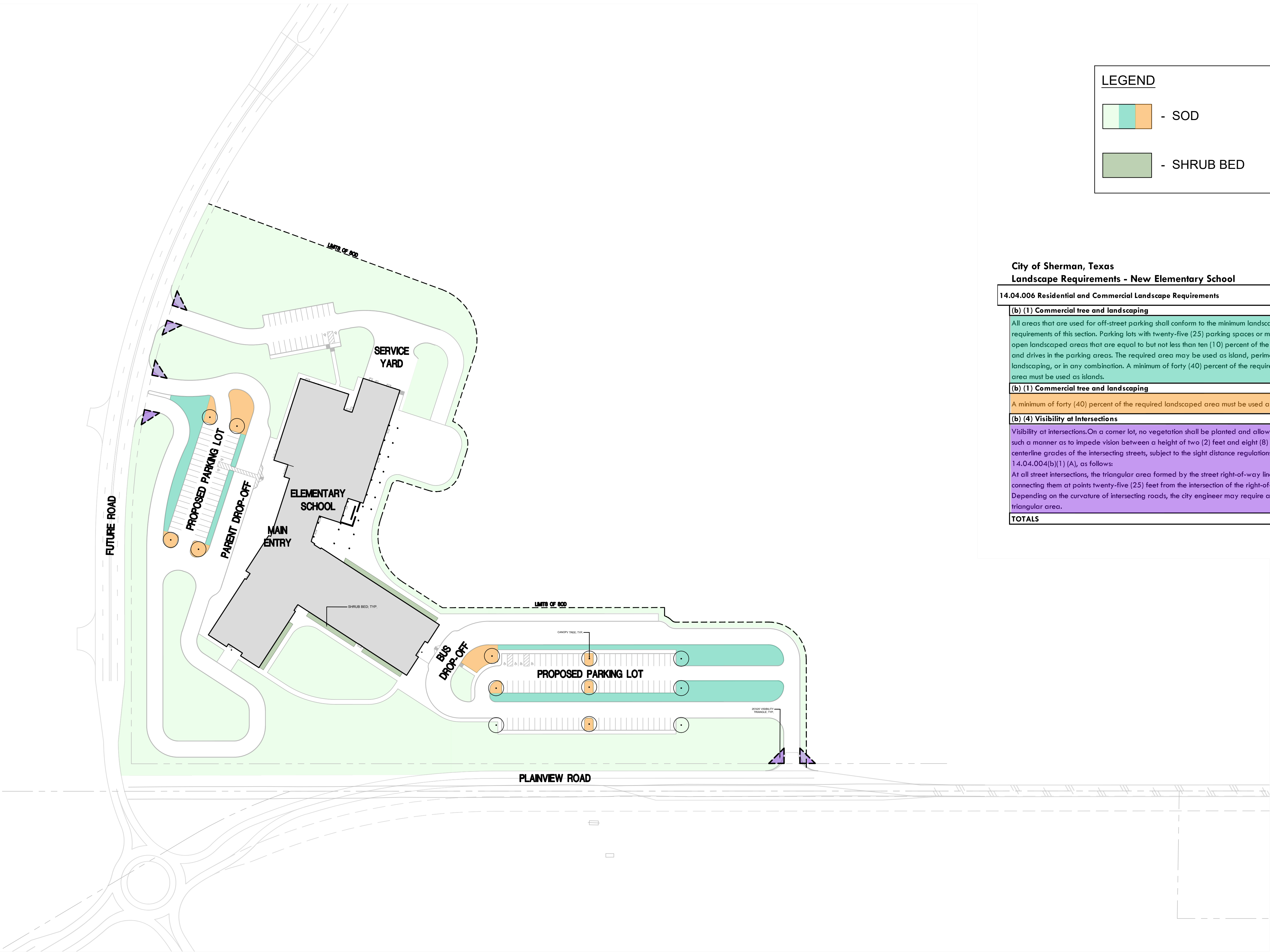
GROSS PROPERTY SQUARE FOOTAGE	1,035,161.74 SF
IMPERVIOUS AREA	354,109.84 SF
FLOOR-TO-AREA RATIO	10.86%

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



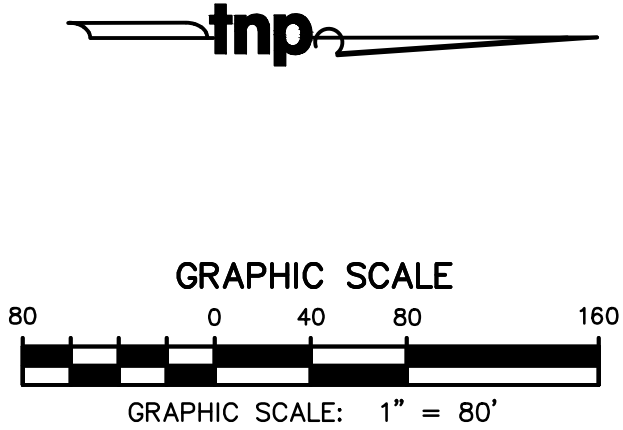
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
JANUARY 2024

Drawing: T:\Projects\VLK23543\Eng-c30\CA0\Site Plan\QTY LANDSCAPE PLAN.dwg at Jan 09, 2024--7:45pm by jprodd
Layout: Layout1 Xrefs: XD-BASE.dwg - XREF-BUD.dwg - 2P-LAYOUT.dwg - LS-BASE.dwg



LEGEND

- SOD

- SHRUB BED

City of Sherman, Texas		LANDSCAPING			
Landscape Requirements - New Elementary School		Unit	Req. per SF	LS SF Required	LS SF Provided
(b) (1) Commercial tree and landscaping		133,440	(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%	13,344	31,190
(b) (1) Commercial tree and landscaping		13,344	(SF)		
A minimum of forty (40) percent of the required landscaped area must be used as islands.			40%	5,338	6,885
(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	13,344	31,190
				Required	Provided



LOCATION MAP
N.T.S.

SPECIFIC USE PERMIT
LANDSCAPE PLAN
SHERMAN ISD
NEW ELEMENTARY SCHOOL
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS
JANUARY 2024


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

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

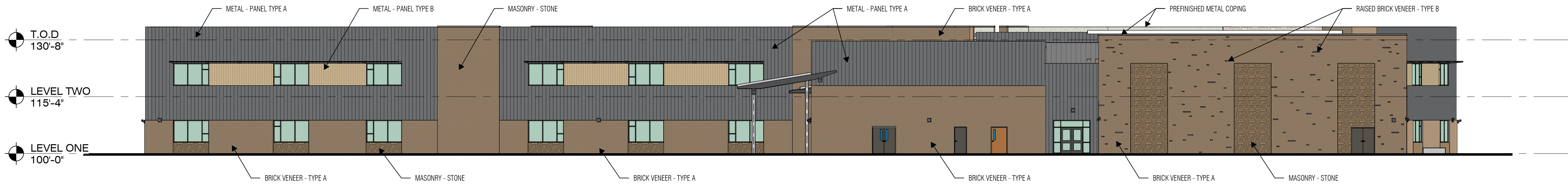
SHEET TITLE

OVERALL EXTERIOR
ELEVATIONS

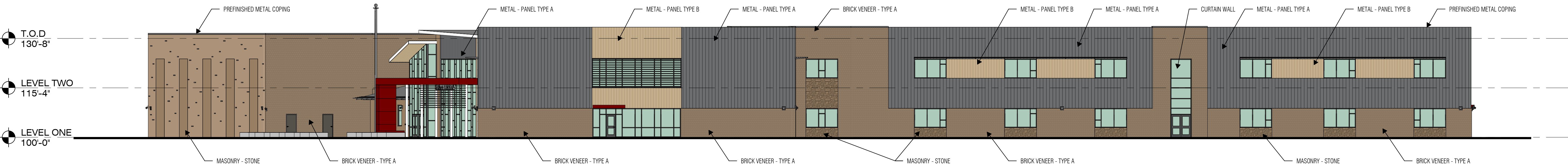
SHEET NO.

A3.01

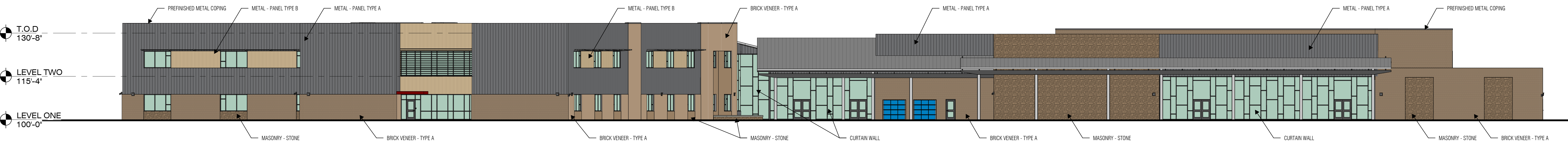
COPYRIGHT © 2023 VLK ARCHITECTS



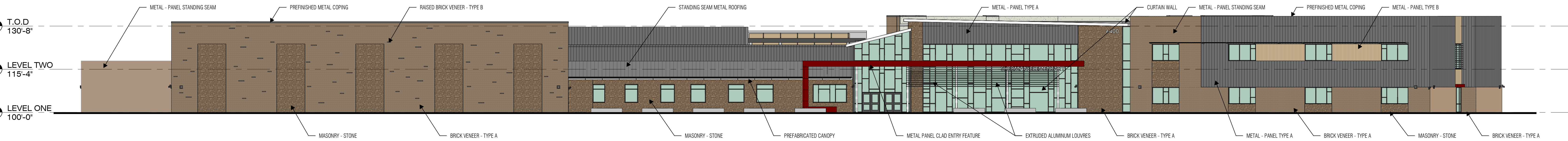
4 BUILDING ELEVATION - EAST
SCALE: 1/16" = 1'-0"



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"

STAFF REVIEW LETTER

February 13, 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 Site Plan approval for an Elementary School located in the 200 Block Plainview Road has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, February 20, 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. (*Heritage Rance PD(Planned Development)*)
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. (*Heritage Rance PD(Planned Development)*)
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 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.
7. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.
8. A queuing study shall be provided to ensure drive aisles can support pick up and drop off of students for build out conditions.

Engineering

9. Platting of the property is required. Code of Ordinances Chapter 10.02.002(a)(1); Texas Local Government Code Title 1, Sec. 212.004
10. All requirements of the Floodplain Ordinance shall be followed. Code of Ordinances Chapter 3, Article 3.12
11. 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)
12. Buildings are not to be constructed within 100 feet of an oil or natural gas well. Code of Ordinances

- Chapter 3(c); International Fire Code 2018 5706.3.1.3
13. Verify requirements in reference to existing oil wells and pumping jacks. Code of Ordinances Chapter 3(c); International Fire Code 2018 5706.3.1.3
 14. Proposed Drive “B” will encroach into 15’ Utility, Landscape, & Sidewalk Easement that will be required along Plainview Road upon platting. Code of Ordinances Chapter 10.03.003(d)(2)
 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. Water main must be extended in accordance with City criteria to serve proposed development. Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10.03.003(g)
 17. Wastewater main must be extended in accordance with City criteria to serve proposed development. Wastewater capacity shall be verified for proposed use. Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10.03.003(h)
 18. 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)
 19. No vehicles may be permitted to park or stand on any adjacent public street unless a parking lane is provided for such purpose.
 20. A traffic study shall be provided to determine if driveways require a deceleration lane.

Fire Services

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.

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
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Dillon Stewart, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer



City Council Regular Meeting

Agenda Item No. J.3.

Meeting Date: 3/18/2024

Prepared By: Teri Fine, Assistant to the City Manager

Approved By:

Caption:

*** OTHER BUSINESS**

Repair and Rework of Gallagher Drive Sewer under Emergency Designation

Issue:

To allow the repair and rework of the Gallagher Drive Sewer under Emergency Designation

Background:

The sewer main that crosses Bordeaux St. is a clay tile line installed in 1964 and has exceeded its design service life. It recently collapsed, and City crews tried clearing the line with a water jet tuck and could not clear it. The line runs between houses and under fences and buildings, which kept crews from being able to dig it up. Hayes Construction has been hired to bore a new main.

The City of Sherman has used this company before and has found them to be competent and timely in their work.

Origination:

Utilities

Financial Consideration:

The City staff's estimated cost to repair the sewer is \$63,000. The City's Utility Fund will be utilized to fund the repairs.

Staff Recommendation:

It is recommended that the emergency repair to the Gallagher Dr. sewer 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. Invoice
2. Map

INVOICE

Hayes Construction, LLC.
205 Cody Lane
Sherman, Texas 75092

lara@hayesconstruction.org
+1 (469) 512-7290



City of Sherman:Gallagher Dr emergency sewer repair

Bill to
City of Sherman
220 W. Mulberry Street
Sherman, Texas 75090

Invoice details
Invoice no.: 0227241
Terms: Net 30
Invoice date: 02/27/2024

#	Product or service	SKU	Qty	Rate	Amount
1.	Service Tap service tap and reconnect, up to 6ft deep		3	\$2,400.00	\$7,200.00
2.	Service tap- extra depth per foot adder for depth greater than 6ft; 3ea taps at 8ft deep		6	\$200.00	\$1,200.00
3.	Locate existing service Note: this is only for services that have no visible clean out or location		2	\$800.00	\$1,600.00
4.	Manhole tie ins manhole tie ins and re-grout		2	\$4,100.00	\$8,200.00
5.	Replace sewer line 10" HDPE up sized from 8"		320	\$140.00	\$44,800.00

Total

\$63,000.00

Ways to pay

BANK

Contact Hayes Construction, LLC. to pay.



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						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	8	8	9	10
12	13	13	14	15	16	17
18	19	20	22	22	23	24
25	26	27	28	29		

March						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	6	7	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July						
Su	Mo	Tu	We	Th	Fr	Sa
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September						
Su	Mo	Tu	We	Th	Fr	Sa
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

CALLED MEETINGS	
4/19/2024	Budget Planning Meeting
5/23/2024	CIP Work Session
6/20/2024	Budget Workshop Day 1
6/21/2024	Budget Workshop Day 2