

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, APRIL 1, 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 JOSH STEVENSON**
- A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MARCH 18, 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

Public Hearing

D.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6709

Amending Chapter 13 Of The Code Of Ordinances, Entitled "Utilities", Article 13.08, Entitled "Utility Billing", at Section 13.08.005, To Revise Rates For Water Services; Providing A Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of the Caption Hereof.

Close Public Hearing and Consider Adoption of Ordinances

E.1. CLOSING OF PUBLIC HEARING

Consider Adoption of Ordinance Number 6709

Resolutions

F.1. RESOLUTION NO. 7274

Opposing Air Quality Permit 167047, Preventing of Significant Deterioration (PSD) Permit PSDTX1602, Greenhouse Gas Prevention of Significant Deterioration (GHGPSD) Permit GHGPSD TX212, and all Other Permits Submitted to the Texas Commission on Environmental Quality and Other Governmental Agencies by BM Dorchester, LLC Regarding the Construction of the Proposed Dorchester Cement Production Plant (Precalciner Kiln and Associated Equipment Facility) and Operation of Permanent Rock and Concrete Crusher (Quarry) at a Site East of the Highway 289 and FM 902 Intersection Approximately .80 Miles, Directly North of FM 902 after the Taylor Road Intersection; Recognizing the Public Health, Safety, and Welfare Implications

of the Proposed Operation; and Urging Thorough Review of Said Applications

F.2. RESOLUTION NO. 7275

Awarding a Bid to and Authorizing Execution of a Contract Between ANA Site Construction and the Greater Texoma Utility Authority Based on an Invitation to Bid for the Sherman Downtown Wastewater Improvements, Phase 1

F.3. * RESOLUTION NO. 7276

Authorizing Execution of a Professional Services Agreement with Halff Associates, Inc. for Design of the City of Sherman Southwest Trail

F.4. * RESOLUTION NO. 7277

Awarding a Bid to and Authorizing Execution of a Contract with Glenn Polk Autoplex, Inc. for the Purchase of Three New Dodge Ram Ambulance Chassis for the Sherman Fire Department

F.5. * RESOLUTION NO. 7278

Authorizing Execution of a Professional Services Agreement with Huitt-Zollars, Inc, for Erosion Evaluation and Design At West Hill Cemetery

F.6. * RESOLUTION NO. 7279

Authorizing the Purchase of Rubrik Backup Hardware and Subscription for Data Protection, Backup, and Recovery of Information Systems through CDW-G under the TXDIR - Rubrik Carahsoft DIR-CPO-4444 (DIR-CPO-4444)

F.7. * RESOLUTION NO. 7230

Authorizing the Purchase of Dell Storage Solution through Dell Technologies under the National Cooperative Purchasing Alliance (NCPA)

Request to Advertise

G.1. * REQUEST TO ADVERTISE

Annual Services for Finish and Rough Mowing of Various City Properties

Other Business

H.1. OTHER BUSINESS (TABLED AT THE MARCH 18, 2024, REGULAR CITY COUNCIL MEETING)

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

H.2. OTHER BUSINESS

Receive Semi-Annual Report on the Sherman Cultural District

H.3. * OTHER BUSINESS

Consider and Act on Petition from Furizon, Limited related to 312.05 acres of land located in part of the James McKinney Survey, Abstract No. 777 and a part of the Mary Miller Survey, Abstract No. 775, as recorded in Volume 3697, Page 766 of the Grayson County Property Records, Grayson County, Texas, a portion of which is located within the City of Sherman's Extraterritorial Jurisdiction ("ETJ").

H.4. * OTHER BUSINESS

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

Consider and act on petition from Ray C. Davis and Linda B. Davis related to 44.802 acres of land located in part in the T.J. Shannon Survey, the W Hobson Survey and the W. G. Reynolds Survey, as recorded in Volume 4559, Page 338 of the Grayson County Property Records, Grayson County, Texas, located within the City of Sherman's Extraterritorial Jurisdiction ("ETJ").

H.5. * OTHER BUSINESS

Emergency Sewer Repair at Bordeaux Street and Burgundy Lane under Emergency Designation

H.6. * OTHER BUSINESS

Emergency Sewer Repair in the area from 505 to 719 Kessler Blvd under Emergency Designation

Consider Board/Commission Appointments

I.1. ANIMAL CONTROL ADVISORY COMMITTEE

Animal Control Advisory Committee (3)

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:

K.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.

K.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.

K.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.

K.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

K.5. TEX. GOV'T CODE § 551.076

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

K.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.

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

Bel Air

K.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

M.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 Thursday, March 28, 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 28th 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

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

STATE OF TEXAS §
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 18, 2024.

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

MEMBERS ABSENT: COUNCIL MEMBER DOBBS.

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 Pam Howeth.

APPROVE MINUTES

**The Council reviewed the Minutes of the Regular City Council Meeting of March 4, 2024. Council Member Holland moved to approve the Minutes, as presented; Second by Council Member Howeth; All present voted AYE.
MOTION CARRIED.**

CITIZEN'S COMMENTS

SHERMAN CITIZEN'S POLICE ACADEMY

Peter Tracy, 705 S. Valentine, recently saw an advertisement for the Sherman Citizen's Police Academy, which he has attended in the past. He said it was informative, beneficial, and helpful for citizens to know what the Police Department does. He also encouraged citizens to report things they see in their neighborhood.

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.

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

SPECIAL PRESENTATION

RECOGNIZING FIREFIGHTERS FOR LIFE-SAVING ACTIONS ON
12/25/2023

Billy Hartsfield, Fire Chief, presented certificates and medals recognizing the life-saving actions of five firefighters, on December 25, 2023. Karen Tooley was also in attendance to help recognize the firefighters for saving her life.

Firefighters recognized were Cody Whitlock, Charlie Nevegold, Brian Hair, Hunter Nichols, and Jarrod Spearman.

PROCLAMATION

“RED CROSS MONTH” - MARCH 2024

Mayor Plyler presented a proclamation to Dr. Linda Braddy, CEO, American Red Cross North Texas Region, designating March 2024, as “Red Cross Month.”

RED CROSS MONTH
(MARCH 2024)

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

VARIANCE FOR
ALCOHOL SALES
(1121 W. TAYLOR ST)

Ryan Pittman, City Attorney, explained that State law allows a City to adopt an ordinance that prohibits the sale of alcohol within 300 feet of a school, hospital, or a church. The Veteran’s Field, in Fairview Park, is located within 300 feet of Fairview Elementary School. Sherman F&B, LLC, applied for a permit and were denied, based on the City ordinance.

Previously, a similar request was received by the City, from a separate entity, Sherman Sports and Entertainment, LLC, for the sale of beer and wine, at the same location. Their application was also denied; however, the City Council approved their request for a variance. The current request is for mixed beverages.

The City Council has the discretion to review the request and determine whether or not it meets the State law’s criteria for granting a variance.

Mr. Pittman added that the applicant, for this variance, has not appeared before the City Council for permission to operate at this location.

There are two parts to the request, with the first being the variance, and the second is that this separate entity doesn’t hold the license with the City to operate the baseball team at this field. There should also be a consent to that entity to operate at this location, which is separate from the variance.

The applicant was not in attendance at the meeting.

No citizens appeared before the City Council to discuss the request for a variance for alcohol sales.

Mayor Plyler introduced Ordinance No. 6704 and called for a public hearing:

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. McANAI 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

ORD 6704
ZONE CHANGE
(533 E. BROCKETT ST)

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.

Rob Rae, Director of Development Services, said the zone change is from R-6 to R-4, and was recommended by the Planning and Zoning Commission and the staff.

No citizens appeared before the City Council to discuss Ordinance No. 6704.

Mayor Plyler introduced Ordinance No. 6705 and called for a public hearing:

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.

ORD 6705
SUP FOR
AMUSEMENT CENTER
(3400 TEXOMA PKWY)

Mr. Rae said this property received a Specific Use Permit in November 2022, and the owner would now like to expand the site, and add buildings to the parking lot area. This change would require them to update their SUP. The Planning and Zoning Commission recommended approval.

No citizens appeared before the City Council to discuss Ordinance No. 6705.

Mayor Plyler introduced Ordinance No. 6706 and called for a public hearing:

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

ORD 6706
ZONE CHANGE
(200 BLOCK WEST
PARK AVE)

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

Mr. Rae said this request is to rezone from R-6 to R-TH, to allow for the construction of 12 townhome units. Because Park Avenue is a minor arterial street on the City's Thoroughfare Plan, they would not be allowed to have driveways fronting on Park Avenue, so they will be required to have an alley in the back for rear access. No on-street parking would be allowed.

The Planning and Zoning Commission and the staff recommended approval.

Joe Sherwin, Engineer, McManus & Johnson Consulting Engineers, LLC

Mr. Sherwin appeared representing the project and was available if the Council had any questions.

No other citizens appeared before the City Council to discuss Ordinance No. 6706.

Mayor Plyler introduced Ordinance No. 6707 and called for a public hearing:

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.

ORD 6707
ZONE CHANGE
(700 BLOCK NORTH
BRANCH ST)

Mr. Rae said this is an infill lot that meets the minimum requirements for an R-5 District. The Planning and Zoning Commission and the staff recommended approval.

No citizens appeared before the City Council to discuss Ordinance No. 6707.

Mayor Plyler introduced Ordinance No. 6708 and called for a public hearing:

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

ORD 6708
ZONE CHANGE
(800 N. MONTGOMERY
ST)

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.

Mr. Rae said this is an infill lot that meets the minimum requirements for an R-5 District. The Planning and Zoning Commission and the staff recommended approval.

No citizens appeared before the City Council to discuss Ordinance No. 6708.

The Public Hearing was closed.

Ordinance 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.

ORD 6704
ZONE CHANGE
(533 E. BROCKETT ST)

Council Member Howeth expressed concern about that being a busy corner with shallow lots. She asked if the entrance could be on the back side instead of the front.

Ordinance 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.

ORD 6705
SUP FOR
AMUSEMENT CENTER
(3400 TEXOMA PKWY)

Ordinance 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.

ORD 6706
ZONE CHANGE
(200 BLOCK WEST
PARK AVE)

Deputy Mayor Teamann expressed concern about the alleyway and parking.

Ordinance 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.

ORD 6707
ZONE CHANGE
(700 BLOCK NORTH
BRANCH ST)

Ordinance 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.

ORD 6708
ZONE CHANGE
(800 N. MONTGOMERY
ST)

ACTION TAKEN.

Motion by Deputy Mayor Teamann to approve Ordinance Nos. 6704, 6705, 6706, 6707, and 6708, as presented. Second by Council Member Stevenson.

VOTING AYE: Holland, Howeth (Ord. Nos. 6705, 6706, 6707, 6708), Marroquin, Stevenson, Teamann.

VOTING NAY: Howeth (only on Ord. No. 6704)

MOTION CARRIED.

RESOLUTION NO. 7270 -- RENAMING THE PORTION OF LAMBERTH ROAD THAT RUNS NORTH AND SOUTH TO FRIENDSHIP ROAD

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.

RES 7270
RENAME PART OF
LAMBERTH RD

Wayne Lee, Director of Engineering, discussed the plans for Friendship Road and Lamberth Road, as addressed in the Master Thoroughfare Plan. The north-south portion of Lamberth Road is proposed to be changed to Friendship Road.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 7270, as presented. Second by Deputy Mayor Teamann.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 7271 -- AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH RCLCO, INC. FOR A 2024 SHERMAN HOUSING STUDY

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.

RES 7271
SHERMAN HOUSING
STUDY

Mr. Rae discussed a proposed Housing Study. Since 2009 there has been major housing construction in Sherman and the study would address the fiscal impact. The housing study would indicate where Sherman is currently at with their housing supply, where they need to be going, and what the fiscal impact will be. It should take approximately eight to nine weeks to complete, at a cost of \$57,250.

ACTION TAKEN.

Motion by Deputy Mayor Teamann to approve Resolution No. 7271, as presented. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 7272 -- AUTHORIZING THE PURCHASE OF WALKING TRAIL, BENCHES AND SOLAR LIGHTS FROM HUNTER KNEPSHIELD OF TEXAS, INC FOR THE PARKS MAINTENANCE DEPARTMENT THROUGH BUYBOARD

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.

RES 7272
WALKING TRAIL,
BENCHES, SOLAR
LIGHTS FOR
PARK MAINT.

Eric Sandberg, Quality Services Manager, said this contract would install a walking trail, benches, and solar lights at the new Centennial Park, in the 500 block of Hilre Drive.

ACTION TAKEN.

Motion by Council Member Howeth to approve Resolution No. 7272, as presented. Second by Deputy Mayor Teamann.

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

VOTING NAY: None.

MOTION CARRIED.

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
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.

RES 7273
DESIGN OF
SHEPHERD DR.

Mr. Lee said this amendment with Kimley-Horn is for the design of Shepherd Drive, from Hwy 75 to the intersection with Interurban Parkway. As the contract got underway, there was a lot of additional coordination that had to be done with Oncor to move electrical poles. This amendment covers the cost associated with that work.

ACTION TAKEN.

Motion by Council Member Howeth to approve Resolution No. 7273, as presented. Second by Council Member Holland.

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

VOTING NAY: None.

MOTION CARRIED.

REQUEST TO ADVERTISE
PURCHASE AND INSTALLATION OF TRAIL LIGHTING, PAVILION LIGHTING AND ADDITIONAL PARKING AT PECAN GROVE EAST PARK

REQUEST TO ADV
PECAN GROVE EAST
IMPROVEMENTS

The City Council approved the request to advertise for the purchase and installation of trail lighting, pavilion lighting, and additional parking at Pecan Grove East Park. Funding for the projects was included in the FY 2022-2023 and FY 2023-2024 budgets, as part of the Capital Improvement Program.
CONSENT AGENDA.

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

VARIANCE FOR
ALCOHOL SALES
(1121 W. TAYLOR ST)
(TABLED)

No one appeared to represent this request or to answer questions for the Council. Council Members questioned whether the principal of this request was the same principal of the other

variance. Mr. Pittman said the Secretary of State's Office did show the managing partner to be the same person for each company.

This variance would be for "hard liquor" where the other variance was for beer and wine.

Council Members had questions that they needed to ask, however there was not a company representative in attendance at the meeting.

ACTION TAKEN.

Motion by Council Member Stevenson to table the Variance to allow Alcoholic Beverage Sales at Fairview Park, 1121 W. Taylor Street, until the next City Council Meeting. Second by Deputy Mayor Teamann.

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

VOTING NAY: None.

MOTION CARRIED TO TABLE.

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)

ELEMENTARY
SCHOOL SITE
PLAN

Mr. Rae explained that the agenda item is for Site Plan approval of an elementary school that will be located in the Heritage Ranch Development. Schools are a permitted use in the Planned Development Zoning District, so no Specific Use Permit is needed.

The Planning and Zoning Commission recommended approval of the Site Plan.

ACTION TAKEN.

Motion by Council Member Howeth to approve the Site Plan for an Elementary School, in the Heritage Ranch Planned Development, as presented. Second by Deputy Mayor Teamann.

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

VOTING NAY: None.

MOTION CARRIED.

REPAIR AND REWORK OF GALLAGHER DRIVE SEWER UNDER EMERGENCY DESIGNATION

GALLAGHER DRIVE
SEWER REPAIR

The City Council approved the repair and rework of the Gallagher Drive Sewer under an emergency designation. The sewer main that crosses Bordeaux Street, is a clay tile line installed in 1964, that has exceeded its design service life. The line runs between houses and under fences and buildings, therefore they need to bore a new main.

CONSENT AGENDA.

COUNCIL COMMENTS

COUNCIL COMMENTS

- Congratulated the first responders that were honored earlier. (Henry Marroquin)

- Congratulated the first responders and thanked them for the job they do every day. (Shawn Teamann)

ANNOUNCEMENTS

Mayor Plyler announced the following:

- The Sherman Celtic Festival will be held March 23 and March 24, 2024, at Pecan Grove Park.
- The Parks and Recreation Summer Camp and Activities Fair will be held March 30, 2024, at 10:00 a.m., in the Municipal Ballroom. Learn what the community has to offer families.
- Coffee with the Mayor will be held on April 5, 2024, at 8:00 a.m. The Hot Summer Nights line-up for 2024 will be revealed.

ANNOUNCEMENTS

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

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.

EXECUTIVE SESSION

TEX. GOV'T CODE § 551.071 --

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

TEX. GOV'T CODE § 551.072 --

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

TEX. GOV'T CODE § 551.073 --

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

TEX. GOV'T CODE § 551.074 --

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

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

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

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

The Executive Session was not needed tonight.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at
5:45 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



City Council Regular Meeting

Agenda Item No. C.1.

Meeting Date: 4/1/2024

Prepared By:

Approved By:

Caption:

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

Issue:

F. 3. * RESOLUTION NO. 7276

Authorizing Execution of a Professional Services Agreement with Halff Associates, Inc. for Design of the City of Sherman Southwest Trail

F. 4. * RESOLUTION NO. 7277

Awarding a Bid to and Authorizing Execution of a Contract with Glenn Polk Autoplex, Inc. for the Purchase of Three New Dodge Ram Ambulance Chassis for the Sherman Fire Department

F. 5. * RESOLUTION NO. 7278

Authorizing Execution of a Professional Services Agreement with Huitt-Zollars, Inc, for Erosion Evaluation and Design At West Hill Cemetery

F. 6. * RESOLUTION NO. 7279

Authorizing the Purchase of Rubrik Backup Hardware and Subscription for Data Protection, Backup, and Recovery of Information Systems through CDW-G under the TXDIR - Rubrik Carahsoft DIR-CPO-4444 (DIRCPO-4444)

F. 7. * RESOLUTION NO. 7230

Authorizing the Purchase of Dell Storage Solution through Dell Technologies under the National Cooperative Purchasing Alliance (NCPA)

G. 1. * REQUEST TO ADVERTISE

Annual Services for Finish and Rough Mowing of Various City Properties

H. 3. * OTHER BUSINESS

Consider and Act on Petition from Furizon, Limited related to 312.05 acres of land located in part of the James McKinney Survey, Abstract No. 777 and a part of the Mary Miller Survey, Abstract No. 775, as recorded in Volume 3697, Page 766 of the Grayson County Property Records, Grayson County, Texas, a portion of which is located within the City of Sherman's Extraterritorial Jurisdiction ("ETJ").

H. 4. * OTHER BUSINESS

Consider and act on petition from Ray C. Davis and Linda B. Davis related to 44.802 acres of land located

in part in the T.J. Shannon Survey, the W Hobson Survey and the W. G. Reynolds Survey, as recorded in Volume 4559, Page 338 of the Grayson County Property Records, Grayson County, Texas, located within the City of Sherman's Extraterritorial Jurisdiction ("ETJ").

H. 5. * OTHER BUSINESS

Emergency Sewer Repair at Bordeaux Street and Burgundy Lane under Emergency Designation

H. 6. * OTHER BUSINESS

Emergency Sewer Repair in the area from 505 to 719 Kessler Blvd under Emergency Designation

Background:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. D.1.

Meeting Date: 4/1/2024

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6709

Amending Chapter 13 Of The Code Of Ordinances, Entitled "Utilities", Article 13.08, Entitled "Utility Billing", at Section 13.08.005, To Revise Rates For Water Services; Providing A Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of the Caption Hereof.

Issue:

Adoption of a monthly water meter base rate for 12" and 10" meters.

Background:

One of the industries located inside the City has requested a 12" meter. The current rate schedule does not include the 12" meter base rate. The City has a rate for 10" meters, but the charge was omitted in the last update to water and sewer rates. This ordinance adds a 12" meter base monthly rate and corrects the omission of the 10" meter base monthly rate.

Origination:

Utility Billing Department

Financial Consideration:

The 12" meter base rate will only be applied to those users with a 12" meter. There's no change for users with a 10" meter.

Staff Recommendation:

Staff recommends adoption of the ordinance

Alternatives:

The Council could direct the staff with another rate.

Attachments:

1. Ordinance No. 6709

ORDINANCE NO. 6709

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED “UTILITIES”, ARTICLE 13.08, ENTITLED “UTILITY BILLING”, AT SECTION 13.08.005 REVISING RATES FOR WATER SERVICES; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 13, Article 13.08, Section 13.08.005 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby amended so that such section shall read as follows:

Sec. 13.08.005 Water rates

(a) Water furnished by the city to a customer, other than any customer who dwells or resides in a multiunit dwelling within the city limits shall be charged for at the following rates for the fiscal year beginning October 1, 2023, for the first fifteen hundred (1,500) gallons of water used according to meter size and unit of measurement of the meter register:

<u>Meter Sizes</u> <u>(in inches)</u>	<u>Minimum Monthly Amount</u> <u>Oct 1, 2023</u>
5/8 or 3/4	\$24.18
1	\$47.71
1-1/2	\$95.86
2	\$163.32
3	\$356.06
4	\$625.85
6	\$1,396.76
8	\$2,476.02

10 \$3,863.63

12 \$6,761.35

(b) Volume charge. Except as noted below, the charge for all water consumed in excess of the minimum fifteen hundred (1,500) gallons shall be billed at a rate as follows:

Beginning October 1, 2023

Gallons	Rate per 1,000 Gallons
1,500 – 20,000 gallons	\$ 3.47
20,001 – 100,000 gallons	\$ 3.72
100,001 – 500,000 gallons	\$ 3.97
500,001 - Above	\$ 4.22

Water meters utilized for lawn sprinkling systems shall be charged according to meter size plus the consumption volume charge listed above per one thousand (1,000) gallons of water used in excess of the minimum fifteen hundred (1,500) gallons during months of July through October, beginning October 1, 2023. During the billing months of November through June of any fiscal year, such water sprinkler meters shall be billed a minimum monthly charge as would be billed to a 5/8-inch or 3/4-inch meter.

(c) All multiunit dwellings within the city shall be charged for water consumption and availability utilizing the following formula:

Gallons Calculation Beginning October 1, 2023:

(Number of units X \$24.18) +

$$\frac{(\text{Gallons of water used}) - (\text{number of units X 1,500 gallons}) \times}{1,000}$$

\$3.47 = Billing

Meters and meter reading equipment at the service address are the responsibility of the account holder. Lost, damaged, or stolen meters and meter reading equipment will be billed to account holder at current replacement cost. Normal wear is excluded.

(e) Bulk water sales. Upon the approval of the City of Sherman Utility Billing Department, commercial customers may purchase bulk water from a designated meter or hydrant. Bulk water sales will be metered by the City and purchased in advance. Water sales will be calculated using outside the city rates. Bulk water sales will be for one-time purchases. Customers needing water for multiple occurrences or days must establish a Fire Hydrant Meter account, following the required procedures to establish such account, set forth in Section 13.08.003 of this Code.

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 3. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity of effectiveness of the remainder of the ordinance.

SECTION 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

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

INTRODUCED on this the 1st day of April 2024.

ADOPTED on this the 1st day of April 2024.

EFFECTIVE DATE on this the 1st day of April 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



City Council Regular Meeting

Agenda Item No. F.1.

Meeting Date: 4/1/2024

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7274

Opposing Air Quality Permit 167047, Preventing of Significant Deterioration (PSD) Permit PSDTX1602, Greenhouse Gas Prevention of Significant Deterioration (GHGPSD) Permit GHGPSD TX212, and all Other Permits Submitted to the Texas Commission on Environmental Quality and Other Governmental Agencies by BM Dorchester, LLC Regarding the Construction of the Proposed Dorchester Cement Production Plant (Precalciner Kiln and Associated Equipment Facility) and Operation of Permanent Rock and Concrete Crusher (Quarry) at a Site East of the Highway 289 and FM 902 Intersection Approximately .80 Miles, Directly North of FM 902 after the Taylor Road Intersection; Recognizing the Public Health, Safety, and Welfare Implications of the Proposed Operation; and Urging Thorough Review of Said Applications

Issue:

Opposing Air Quality Permit 167047, Preventing of Significant Deterioration (PSD) Permit PSDTX1602, Greenhouse Gas Prevention of Significant Deterioration (GHGPSD) Permit GHGPSD TX212, and all Other Permits Submitted to the Texas Commission on Environmental Quality and Other Governmental Agencies by BM Dorchester, LLC Regarding the Construction of the Proposed Dorchester Cement Production Plant (Precalciner Kiln and Associated Equipment Facility) and Operation of Permanent Rock and Concrete Crusher (Quarry) at a Site East of the Highway 289 and FM 902 Intersection Approximately .80 Miles, Directly North of FM 902 after the Taylor Road Intersection; Recognizing the Public Health, Safety, and Welfare Implications of the Proposed Operation; and Urging Thorough Review of Said Applications

Background:

BM Dorchester, LLC has purchased property and is applying for numerous permits to operate a Permanent Cement Production Plant (Precalciner Kiln and Associated Equipment Facility) and a Permanent Rock and Concrete Crusher (Quarry) at a Site East of Highway 289 and North of FM 902.

Origination:

City Manager's Office

Financial Consideration:

No direct financial impact related to this item

Staff Recommendation:

Staff Recommends approving this resolution

Alternatives:

As Directed by Council

Attachments:

1. Resolution No. 7274

RESOLUTION NO. 7274

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, OPPOSING AIR QUALITY PERMIT 167047, PREVENTION OF SIGNIFICANT DETERIORATION (PSD) PERMIT PSDTX1602, GREENHOUSE GAS PREVENTION OF SIGNIFICANT DETERIORATION (GHGPSD) PERMIT GHGPSDTX212, AND ALL OTHER PERMITS SUBMITTED TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND OTHER GOVERNMENTAL AGENCIES BY BM DORCHESTER, LLC, REGARDING THE CONSTRUCTION OF THE PROPOSED DORCHESTER CEMENT PRODUCTION PLANT (PRECALCINER KILN AND ASSOCIATED EQUIPMENT FACILITY) AND OPERATION OF PERMANENT ROCK AND CONCRETE CRUSHERS (QUARRY) AT A SITE EAST OF THE HIGHWAY 289 AND FM 902 INTERSECTION APPROXIMATELY .80 MILES, DIRECTLY NORTH OF FM 902 AFTER THE TAYLOR ROAD INTERSECTION; RECOGNIZING THE PUBLIC HEALTH, SAFETY, AND WELFARE IMPLICATIONS OF THE PROPOSED OPERATION; AND URGING THOROUGH REVIEW OF SAID APPLICATIONS.

WHEREAS, City Council of the City of Sherman, Texas (“City Council”) finds it to be in the public interest and necessary for the public health, safety, and welfare to announce and submit its concerns regarding potential nuisances resulting from a proposed use of land that the City Council believes is incompatible with surrounding uses and sound regional planning; and

WHEREAS, the City Council strongly supports continued positive residential and commercial growth within the City of Sherman and Grayson County, Texas; and

WHEREAS, BM Dorchester, LLC, is seeking to build and operate a 660-acre cement production plant consisting of a precalciner kiln and associated equipment facility and permanent rock and concrete crushers (quarry) facility (collectively, the “Cement Plant”) to be located near the intersection of Highway 289 and FM 902; and

WHEREAS, BM Dorchester, LLC, has applied to the Texas Commission on Environmental Quality (“TCEQ”) for the issuance of an Air Quality Permit 167047, a Prevention of Significant Deterioration (PSD) Permit PSDTX1602, and a Greenhouse Gas Prevention of Significant Deterioration (GHGPSD) Permit GHGPSDTX212, regarding the construction and operation of the Cement Plant (collectively, the “Permits”); and

WHEREAS, the City is concerned about BM Dorchester LLC’s failure to accurately answer all items on its application; and

WHEREAS, TCEQ is seeking written comments about the permit applications, which the public may submit through TCEQ’s website; and

WHEREAS, the City Council has grave concerns about the location of the proposed Cement Plant for reasons that include its compatibility with surrounding uses, such as the immediately adjacent church and school, the nearby airport, the nearby Sherman industrial park, and residential areas in close proximity to the proposed site; its impact on water quality due to the adjacency of the site to the Choctaw Watershed and Trinity Watershed, numerous Sherman well sites and other public and private wells; and

WHEREAS, the TCEQ's approval of the requested Permits will result in significant negative impacts to the health, safety, and welfare of citizens; water quality and availability; the watershed and floodplain; air quality; traffic flow; roadway safety; wildlife habitat; and property values within the City and as well as Grayson County; and

WHEREAS, should the TCEQ approve the Permits and the Cement Plant begin operations, the monetary damages resulting from the significant negative impacts described above will exceed \$100,000,000. The City Council is prepared to fight to protect the health, safety, welfare, and property rights of its citizens, businesses, and other stakeholders, and the City Council encourages others in the community to do the same; and

WHEREAS, City Council is also concerned about potential air, noise, blast, seismic waves and light pollution from the proposed Cement Plant and the nuisance conditions that could result from the operation. For example, seismic waves and other activity emanating from the Cement Plant could negatively affect sensitive landowners and users nearby, including high-technology manufacturers with multi-billion dollar production facilities in the area that are essential to our local, state and national economy; and

WHEREAS, the site for the proposed Cement Plant is located in the middle of a major and growing employment corridor, which includes jobs that are incentivized by the State of Texas and local jurisdictions; and

WHEREAS, City Council supports private property rights and the rights of property owners to develop their property as they wish so long as they do so in compliance with all federal, state, and local laws and regulations, and they do so in ways that do not negatively impact surrounding property owners or their uses and property values; and

WHEREAS, based upon the information and concerns stated above, City Council finds that its action in adopting this Resolution is in the public interest as to the public's health, safety, and general welfare.

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

SECTION 1. The City Council hereby states its opposition to the proposed Cement Plant and the Permits. The City Council requests the following:

1. That TCEQ and all other governmental agencies, in reviewing the applications for

the Permits, use their expertise and authority to protect the health, safety, and welfare of the citizens, property owners, and environment of the City and deny the Permits; and

2. That all operations at the proposed Cement Plant, including air and steam emissions, water usage and water protection, water run-off, increased traffic, seismic waves and other activity and other environmental effects be thoroughly reviewed for health, safety, and compatibility purposes; and
3. That the City's representatives in the Texas Legislature work with TCEQ to review requirements for air quality permits, water quality oversight, and other environmental protections in Texas, for Texans, and strengthen them as needed.

SECTION 2. City Council hereby directs the mayor and/or City staff to submit written comments, including this Resolution, to TCEQ as evidence of the City's concerns. Such concerns may include the filing of these public comments with TCEQ, other state agencies, and the Texas Legislature along with seeking a contested case hearing or taking other appropriate actions.

SECTION 3. This Resolution shall become effective immediately.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DORCHESTER, TEXAS on this 1st day of April 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



City Council Regular Meeting

Agenda Item No. F.2.

Meeting Date: 4/1/2024

Prepared By: Travis Overturf, Civil Engineer

Approved By: Teri Fine, Assistant to the City Manager

Caption:

RESOLUTION NO. 7275

Awarding a Bid to and Authorizing Execution of a Contract Between ANA Site Construction and the Greater Texoma Utility Authority Based on an Invitation to Bid for the Sherman Downtown Wastewater Improvements, Phase 1

Issue:

To consider awarding a bid to and authorizing execution of a contract between ANA Site Construction of Valley View, Texas, and the Greater Texoma Utility Authority based on an invitation to bid for the Sherman Downtown Wastewater Improvements, Phase 1.

Background:

This project phase was identified during the Downtown Sanitary Sewer Evaluation as the highest priority sewer replacement in downtown. This phase will replace approximately 6,400LF of sewer mains that were found to be in poor condition during the evaluation performed by Burgess & Niple, Inc. Portions of this project extend down existing alleys that will be repaved once the mains have been installed.

Eight (8) bidders responded to the request for bids. Bids were opened on March 18, and the lowest, responsive, responsible bid in the amount of \$2,482,383.00 was submitted by ANA Site Construction. The Engineer recommends awarding to this contractor. A bid tabulation is attached.

Origination:

Engineering Department

Financial Consideration:

Funding in the amount of \$2,482,383.00 will be provided through existing GTUA Open Market Bonds

Staff Recommendation:

It is recommended that the bid be awarded for the Sherman Downtown Wastewater Improvements, Phase 1 to ANA Site Construction in the amount of \$2,482,383.00. It is also recommended that the Greater Texoma Utility Authority (GTUA) be authorized to execute the required contract documents.

Alternatives:

As may be directed by City Council

Attachments:

1. Resolution No. 7275

2. Unsigned Agreement
3. Letter of Recommendation
4. Bid Tabulation
5. Project Map

RESOLUTION NO. 7275

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT BETWEEN ANA SITE CONSTRUCTION AND THE GREATER TEXOMA UTILITY AUTHORITY BASED ON AN INVITATION TO BID FOR THE SHERMAN DOWNTOWN WASTEWATER IMPROVEMENTS, PHASE 1; 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 ANA Site Construction of Valley View, Texas, is hereby awarded the bid and the City of Sherman hereby approves the contract between said contractor and the Greater Texoma Utility Authority in the amount of Two Million Four Hundred Eighty-Two Thousand Three Hundred Eighty-Three Dollars and Zero Cents (\$2,482,383.00) for the Sherman Downtown Wastewater Improvements, Phase 1; subject to all Contract Documents being properly completed and approved as to form and content.

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 1st day of April 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

AGREEMENT

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

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

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Contract Documents (collectively, the "Work"). The Work is generally described as follows:

Sherman Downtown Wastewater Improvements, Phase 1

Article 2. ENGINEER

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

Article 3. CONTRACT TIME

- 3.1 The Work must be substantially completed and ready for final payment within 200 calendar days from the date when the Contract Time commences to run, as provided in the General Conditions.
- 3.2 Liquidated Damages. GTUA and CONTRACTOR recognize that time is of the essence of this Agreement and that GTUA will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by GTUA if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, GTUA and CONTRACTOR agree that CONTRACTOR shall pay GTUA \$ 1000.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by GTUA as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein.

Article 4. CONTRACT PRICE

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

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

Article 5. PAYMENT PROCEDURES

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

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

Article 6. INTEREST

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

Article 7. CONTRACTOR'S REPRESENTATIONS

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

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.
- 7.2 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 7.3 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.
- 7.4 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. CONTRACT DOCUMENTS

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

- 8.1 This Agreement

- 8.2 Solicitation for Bids
- 8.3 Instructions to Respondents
- 8.4 Certifications Required by Texas Law
- 8.5 Suspension and Debarment Certification
- 8.6 Bid Bond and Bid Bond POA
- 8.7 Statement of Respondent's Qualifications
- 8.8 Insurance Requirement Affidavit
- 8.9 Bid Submittal
- 8.10 Resolution of Award
- 8.11 Form 1295, Certificate of Interested Parties
- 8.12 Certificate of Insurance
- 8.13 Performance Bond and POA
- 8.14 Payment Bond and POA
- 8.15 Notice to Proceed
- 8.16 Closeout Documents
- 8.17 Special Provisions
- 8.18 Technical Specification prepared or issued by the City of Sherman dated 02/28/2024.
- 8.19 Drawings, consisting of sheets numbered 1 through 30, inclusive with each sheet bearing the following general title: City of Sherman, **Sherman Downtown Wastewater Improvements, Phase 1 Project**
- 8.20 Addenda numbers 1 to 1, inclusive.
- 8.22 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by GTUA ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the GTUA Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the GTUA's authorization for the GTUA Manager to execute said Change Order. CONTRACTOR agrees that GTUA'S project managers are authorized to issue Contingency Allowance Authorization but GTUA'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

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

Article 9. INDEMNITY

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GTUA, THE CITY OF SHERMAN AND THEIR RESPECTIVE BOARD OR CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "GTUA" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES,

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

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

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

Article 10. LIABILITY

To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this Agreement, and for any and all damage to CONTRACTOR's equipment and other property. GTUA and the

City of Sherman assume no such responsibility or liability. GTUA and the City of Sherman shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

Article 11. **TERMINATION**

GTUA or the City of Sherman is entitled to terminate this Agreement at any time for any reason or for no reason by giving CONTRACTOR at least thirty (30) days' prior written notice of the termination date.

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

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

Article 12. **MISCELLANEOUS**

- 12.1 Terms used in the Agreement will have the meanings indicated in the Special Provisions.
- 12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.
- 12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.
- 12.5 The parties acknowledge and agree that, in executing and performing this Agreement, GTUA has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it or the City of Sherman

against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

- 12.6 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.
- 12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between GTUA and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of GTUA; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between GTUA and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between GTUA and CONTRACTOR.
- 12.11 GTUA and CONTRACTOR agree the City of Sherman is an intended third-party beneficiary of CONTRACTOR's obligations under the Contract Documents and shall be entitled to enforce such obligations as if it were a party hereto and may seek and obtain any and all available remedies against CONTRACTOR in the event CONTRACTOR breaches any term or provision of the Contract Documents, it being the intent of GTUA and CONTRACTOR to confer direct benefits on the City of Sherman under the Contract Documents. In addition, GTUA and CONTRACTOR agree that the City of Sherman is entitled to exercise all rights of GTUA under the Contract Documents. Notwithstanding any statement to the contrary in the Contract Documents, the City of Sherman has no obligations to either GTUA or CONTRACTOR under the Contract Documents.
- 12.12 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing

this document.

- 12.13 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.14 GTUA and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, GTUA and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to GTUA, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by GTUA and CONTRACTOR or by ENGINEER on their behalf. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement (the "Effective Date").

GTUA:

By: _____

Date: _____

Attest: _____

Address for giving notices:

CONTRACTOR: _____

ANA SITE CONSTRUCTION _____

By: _____

Date: _____

(Corporate Seal)

Attest: _____

Address for giving notices:

BURGESS & NIPLE

12750 Merit Drive | Park Central 7 | Suite 425 | Dallas TX 75251 | 972.620.1255

March 21, 2024

Travis Overturf, P.E.
City of Sherman
220 W. Mulberry Street
Sherman, TX 75091

Re: Sherman Downtown Wastewater Improvements Phase 1 Project – Construction Award Recommendation.

Dear Mr. Overturf:

The following bids were received for the above referenced project on March 18, 2024:

	<u>TOTAL BID AMOUNT</u>		
	<u>AMOUNT</u>	<u>BID ALT 1</u>	<u>BID ALT 2</u>
1. ANA Site Construction, LLC	\$2,482,383.00	\$411,600.00	\$93,912.00
2. Atkins Brothers Equipment Co., Inc.	\$2,641,672.00	\$462,000.00	\$79,120.00
3. J&L Construction, LLC	\$2,722,319.43	\$478,800.00	\$92,536.00
4. Douglas Dailey Construction, LLC	\$3,247,767.00	\$201,600.00	\$39,216.00
5. Hayes Construction, LLC	\$3,252,023.25	\$241,500.00	\$49,880.00
6. Dickerson Construction Co., Inc.	\$3,357,784.00	\$577,500.00	\$98,040.00
7. Western Municipal Const. of Texas, LLC	\$3,472,267.79	\$357,000.00	\$66,736.00
8. Western Brown Enterprises, Inc.	\$4,198,231.48	\$534,618.00	\$90,681.00

The Engineer's Estimate was \$2,642,539.00, Bid Alt 1 - \$178,500.00 and Bid Alt 2 - \$30,960.00

Our office has not worked with ANA Site Construction on past projects nor has the City of Sherman. The references provided by the Contractor said do quality work and are easy to work with. Therefore, we have no objections to awarding the project to ANA Site Construction unless the City of Sherman has additional information that Burgess & Niple, Inc. does not have at the time of preparing this letter.

If you have any questions concerning the bid tabulation or the recommendation, please call.

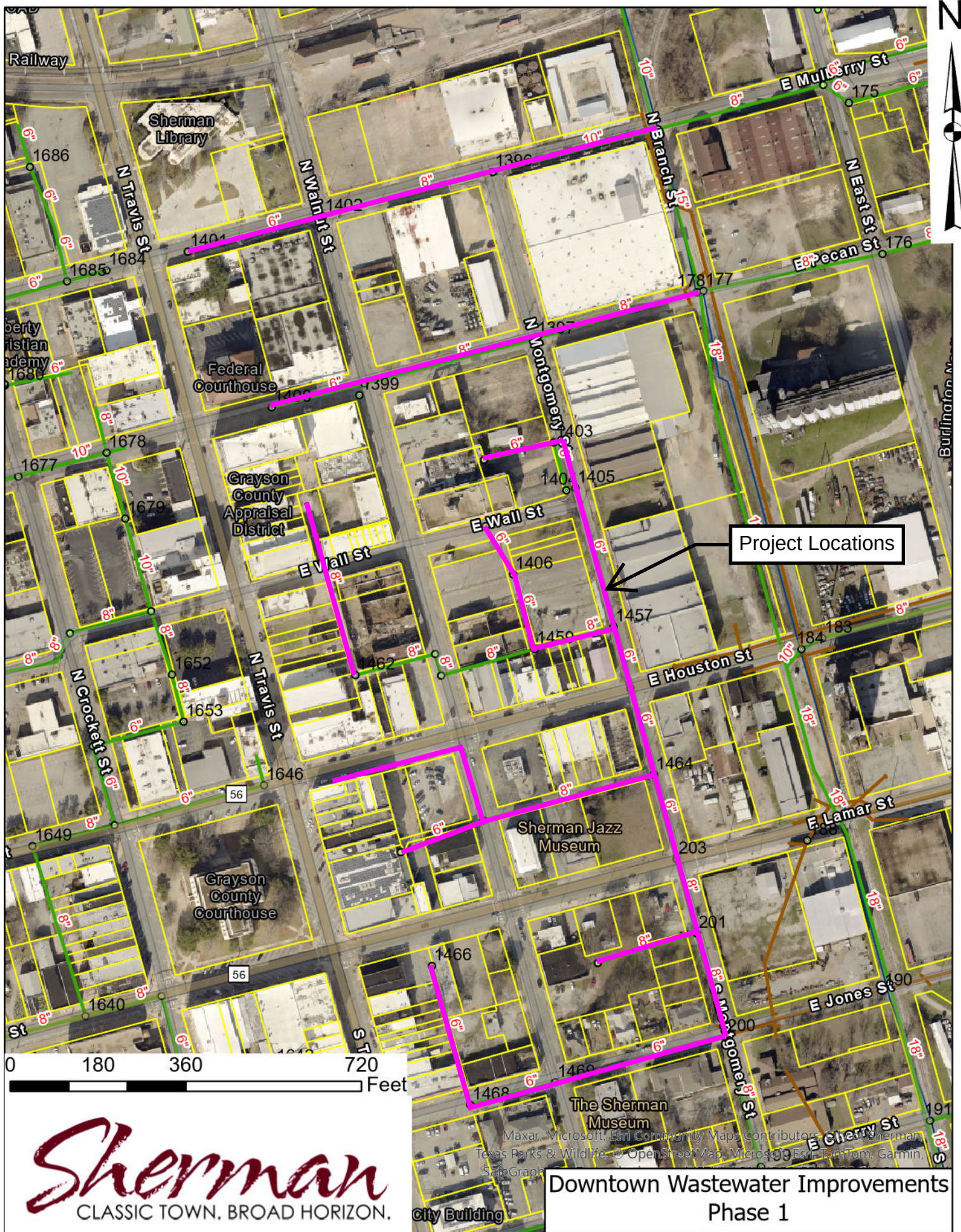
Sincerely,

BURGESS & NIPLE, INC.



Lowell D. DeGroot, P.E.
Senior Project Manager

ITEM NO.	DESCRIPTION OF UNIT	UNIT	QUANTITY	Engineer's Estimate		1		2		3		4		5		6		5		6	
				ANA Site Construction		Atkins Brothers Equipment Co., Inc.		J&L Construction, LLC		Douglas Dailey Construction, LLC		Hayes Construction, LLC		Dickerson Construction Co., Inc.		Western Municipal Const. of Texas, LLC		Western Brown Enterprises, Inc.			
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization & Project Incidentals (Not to Exceed 5% of Bid Total)	LS	1	\$ 95,000.00	\$ 95,000.00	\$ 78,400.00	\$ 78,400.00	\$ 20,000.00	\$ 20,000.00	\$ 113,798.00	\$ 113,798.00	\$ 56,000.00	\$ 56,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 160,767.44	\$ 160,767.44	\$ 183,597.50	\$ 183,597.50
2	R.O.W. Preparation	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 13,000.00	\$ 13,000.00	\$ 150,000.00	\$ 150,000.00	\$ 86,595.00	\$ 86,595.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 22,000.00	\$ 22,000.00	\$ 46,208.95	\$ 46,208.95	\$ 39,847.50	\$ 39,847.50
3	Installation and Maintenance of Barricades and Signs	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00	\$ 5,000.00	\$ 5,000.00	\$ 18,600.00	\$ 18,600.00	\$ 26,000.00	\$ 26,000.00	\$ 10,000.00	\$ 10,000.00	\$ 60,000.00	\$ 60,000.00	\$ 87,921.84	\$ 87,921.84	\$ 37,714.25	\$ 37,714.25
4	SWPPP and Erosion/Sediment Conrol	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 14,515.00	\$ 14,515.00	\$ 5,000.00	\$ 5,000.00	\$ 13,291.00	\$ 13,291.00	\$ 4,800.00	\$ 4,800.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 51,760.22	\$ 51,760.22	\$ 3,984.75	\$ 3,984.75
5	Pre-Construction CCTV Inspection of San. Sewer Lines	LF	6387	\$ 2.00	\$ 12,774.00	\$ 4.00	\$ 25,548.00	\$ 3.00	\$ 19,161.00	\$ 3.00	\$ 19,161.00	\$ 5.00	\$ 31,935.00	\$ 1.75	\$ 11,177.25	\$ 2.00	\$ 12,774.00	\$ 7.89	\$ 50,393.43	\$ 10.90	\$ 69,618.30
6	Rehab Ex. 6" San. Sewer with 8" HDPE (DR-21) San Sewer by Pipe Bursting	LF	362	\$ 85.00	\$ 30,770.00	\$ 251.00	\$ 90,862.00	\$ 175.00	\$ 63,350.00	\$ 231.00	\$ 83,622.00	\$ 96.00	\$ 34,752.00	\$ 115.00	\$ 41,630.00	\$ 275.00	\$ 99,550.00	\$ 209.89	\$ 75,980.18	\$ 254.63	\$ 92,176.06
7	Rehab Ex. 8" San. Sewer with 8" HDPE (DR-13.5) San Sewer by Pipe Bursting	LF	296	\$ 95.00	\$ 28,120.00	\$ 276.00	\$ 81,696.00	\$ 181.00	\$ 53,576.00	\$ 267.00	\$ 79,032.00	\$ 104.00	\$ 30,784.00	\$ 120.00	\$ 35,520.00	\$ 285.00	\$ 84,360.00	\$ 181.81	\$ 53,815.76	\$ 254.61	\$ 75,364.56
8	Furnish & Install 12" DR-35 PVC San. Sewer Pipe	LF	344	\$ 120.00	\$ 41,280.00	\$ 100.00	\$ 34,400.00	\$ 195.00	\$ 67,080.00	\$ 144.00	\$ 49,536.00	\$ 186.00	\$ 63,984.00	\$ 206.00	\$ 70,864.00	\$ 240.00	\$ 82,560.00	\$ 173.06	\$ 59,532.64	\$ 231.40	\$ 79,601.60
9	Furnish & Install 8" ASTM D-2241, DR-26 PVC San. Sewer Pipe	LF	949	\$ 95.00	\$ 90,155.00	\$ 75.00	\$ 71,175.00	\$ 191.00	\$ 181,259.00	\$ 98.00	\$ 93,002.00	\$ 194.00	\$ 184,106.00	\$ 196.00	\$ 186,004.00	\$ 235.00	\$ 223,015.00	\$ 157.31	\$ 149,287.19	\$ 194.78	\$ 184,846.22
10	Furnish & Install 8" DR-26 PVC (Cortalok) San. Sewer Pipe	LF	391	\$ 150.00	\$ 58,650.00	\$ 77.00	\$ 30,107.00	\$ 199.00	\$ 77,809.00	\$ 101.00	\$ 39,491.00	\$ 212.00	\$ 82,892.00	\$ 204.00	\$ 79,764.00	\$ 240.00	\$ 93,840.00	\$ 152.25	\$ 59,529.75	\$ 226.13	\$ 88,416.83
11	Furnish & Install 8" DR-35 PVC San. Sewer Pipe	LF	4041	\$ 90.00	\$ 363,690.00	\$ 62.00	\$ 250,542.00	\$ 130.00	\$ 525,330.00	\$ 94.23	\$ 380,783.43	\$ 170.00	\$ 686,970.00	\$ 192.00	\$ 775,872.00	\$ 230.00	\$ 929,430.00	\$ 130.85	\$ 528,764.85	\$ 213.91	\$ 864,410.31
12	Furnish & Install 20" Dia., 1/4" Thick Steel Casing	LF	15	\$ 300.00	\$ 4,500.00	\$ 274.00	\$ 4,110.00	\$ 230.00	\$ 3,450.00	\$ 400.00	\$ 6,000.00	\$ 621.00	\$ 9,315.00	\$ 170.00	\$ 2,550.00	\$ 400.00	\$ 6,000.00	\$ 815.24	\$ 12,228.60	\$ 609.28	\$ 9,139.20
13	Furnish & Install 16" Dia., 1/4" Thick Steel Casing By Other Than Open Cut	LF	142	\$ 550.00	\$ 78,100.00	\$ 432.00	\$ 61,344.00	\$ 345.00	\$ 48,990.00	\$ 411.00	\$ 58,362.00	\$ 711.00	\$ 100,962.00	\$ 420.00	\$ 59,640.00	\$ 720.00	\$ 102,240.00	\$ 563.67	\$ 80,041.14	\$ 664.06	\$ 94,296.52
14	Trench Safety Design & Implementation	LF	5628	\$ 2.00	\$ 11,256.00	\$ 4.00	\$ 22,512.00	\$ 1.00	\$ 5,628.00	\$ 4.00	\$ 22,512.00	\$ 1.00	\$ 5,628.00	\$ 2.00	\$ 11,256.00	\$ 5.00	\$ 28,140.00	\$ 10.24	\$ 57,630.72	\$ 16.68	\$ 93,875.04
15	Flowable Backfill	CY	194	\$ 250.00	\$ 48,500.00	\$ 243.00	\$ 47,142.00	\$ 120.00	\$ 23,280.00	\$ 353.00	\$ 68,482.00	\$ 200.00	\$ 38,800.00	\$ 200.00	\$ 38,800.00	\$ 225.00	\$ 43,650.00	\$ 252.24	\$ 48,934.56	\$ 419.11	\$ 81,307.34
16	Const. 4.0' Dia. Sanitary Sewer MH	EA	32	\$ 7,500.00	\$ 240,000.00	\$ 6,000.00	\$ 192,000.00	\$ 8,900.00	\$ 284,800.00	\$ 6,728.00	\$ 215,296.00	\$ 11,000.00	\$ 352,000.00	\$ 11,400.00	\$ 364,800.00	\$ 6,000.00	\$ 192,000.00	\$ 5,206.94	\$ 166,622.08	\$ 8,170.37	\$ 261,451.84
17	Abandon Ex. San. Sewer Manhole	EA	6	\$ 1,000.00	\$ 6,000.00	\$ 3,100.00	\$ 18,600.00	\$ 1,000.00	\$ 6,000.00	\$ 1,603.00	\$ 9,618.00	\$ 3,800.00	\$ 22,800.00	\$ 1,200.00	\$ 7,200.00	\$ 1,000.00	\$ 6,000.00	\$ 3,242.27	\$ 19,453.62	\$ 894.30	\$ 5,365.80
18	Remove Ex. San. Sewer Manhole	EA	24	\$ 1,200.00	\$ 28,800.00	\$ 1,300.00	\$ 31,200.00	\$ 2,000.00	\$ 48,000.00	\$ 236.00	\$ 5,664.00	\$ 1,500.00	\$ 36,000.00	\$ 1,250.00	\$ 30,000.00	\$ 1,500.00	\$ 36,000.00	\$ 2,047.60	\$ 49,142.40	\$ 894.30	\$ 21,463.20
19	Short Side San. Sewer Services with cleanout (DR-35 PVC)	EA	58	\$ 1,250.00	\$ 72,500.00	\$ 1,300.00	\$ 75,400.00	\$ 500.00	\$ 29,000.00	\$ 577.00	\$ 33,466.00	\$ 2,600.00	\$ 150,800.00	\$ 2,300.00	\$ 133,400.00	\$ 1,350.00	\$ 78,300.00	\$ 1,335.67	\$ 77,468.86	\$ 2,064.76	\$ 119,756.08
20	Long Side San. Sewer Services with cleanout (DR-35 PVC)	EA	38	\$ 1,850.00	\$ 70,300.00	\$ 1,600.00	\$ 60,800.00	\$ 1,500.00	\$ 57,000.00	\$ 793.00	\$ 30,134.00	\$ 3,100.00	\$ 117,800.00	\$ 2,750.00	\$ 104,500.00	\$ 2,200.00	\$ 83,600.00	\$ 3,772.49	\$ 143,354.62	\$ 2,916.87	\$ 110,841.06
21	Short Side San. Sewer Services with cleanout (ASTM D2241, DR-26 PVC)	EA	47	\$ 1,250.00	\$ 58,750.00	\$ 2,100.00	\$ 98,700.00	\$ 700.00	\$ 32,900.00	\$ 1,856.00	\$ 87,232.00	\$ 2,720.00	\$ 127,840.00	\$ 2,750.00	\$ 129,250.00	\$ 2,100.00	\$ 98,700.00	\$ 2,639.47	\$ 124,055.09	\$ 2,148.18	\$ 100,964.46
22	Additional 4" PVC San. Sewer (SDR-35) Service Line Beyond R.O.W. Line.	LF	200	\$ 50.00	\$ 10,000.00	\$ 415.00	\$ 83,000.00	\$ 150.00	\$ 30,000.00	\$ 80.00	\$ 16,000.00	\$ 68.00	\$ 13,600.00	\$ 40.00	\$ 8,000.00	\$ 150.00	\$ 30,000.00	\$ 1,125.93	\$ 225,186.00	\$ 97.30	\$ 19,460.00
23	Remove and Replace 6" Thick Concrete Pavement	SY	27	\$ 110.00	\$ 2,970.00	\$ 162.00	\$ 4,374.00	\$ 200.00	\$ 5,400.00	\$ 429.00	\$ 11,583.00	\$ 174.00	\$ 4,698.00	\$ 238.00	\$ 6,426.00	\$ 200.00	\$ 5,400.00	\$ 457.19	\$ 12,344.13	\$ 430.61	\$ 11,626.47
24	Remove and Replace 6" Asphalt Pavement	SY	3910	\$ 85.00	\$ 332,350.00	\$ 151.00	\$ 590,410.00	\$ 92.00	\$ 359,720.00	\$ 149.00	\$ 582,590.00	\$ 120.00	\$ 469,200.00	\$ 95.00	\$ 371,450.00	\$ 95.00	\$ 371,450.00	\$ 85.92	\$ 335,947.20	\$ 131.33	\$ 513,500.30
25	Unclassified Alley Excavation	LF	775	\$ 100.00	\$ 77,500.00	\$ 18.00	\$ 13,950.00	\$ 10.00	\$ 7,750.00	\$ 36.00	\$ 27,900.00	\$ 40.00	\$ 31,000.00	\$ 50.00	\$ 38,750.00	\$ 35.00	\$ 27,125.00	\$ 63.00	\$ 48,825.00	\$ 119.82	\$ 92,860.50
26	Construct 6" Thick Conc. Alley Pavement	SY	970	\$ 70.00	\$ 67,900.00	\$ 46.00	\$ 44,620.00	\$ 145.00	\$ 140,650.00	\$ 145.00	\$ 140,650.00	\$ 174.00	\$ 168,780.00	\$ 180.00	\$ 174,600.00	\$ 90.00	\$ 87,300.00	\$ 221.91	\$ 215,252.70	\$ 432.54	\$ 419,563.80
27	Separate Concrete Curb and Gutter	LF	287	\$ 45.00	\$ 12,915.00	\$ 37.00	\$ 10,619.00	\$ 70.00	\$ 20,090.00	\$ 45.00	\$ 12,915.00	\$ 58.00	\$ 16,646.00	\$ 70.00	\$ 20,090.00	\$ 30.00	\$ 8,610.00	\$ 196.44	\$ 56,378.28	\$ 149.32	\$ 42,854.84
28	Remove and Replace Concrete Sidewalk/Leadwalk	SY	134	\$ 70.00	\$ 9,380.00	\$ 33.00	\$ 4,422.00	\$ 11.00	\$ 1,474.00	\$ 107.00	\$ 14,338.00	\$ 20.00	\$ 2,680.00	\$ 20.00	\$ 2,680.00	\$ 10.00	\$ 1,340.00	\$ 94.39	\$ 12,648.26	\$ 97.90	\$ 13,118.60
29	Solid Sodding with 2" Top Soil	SY	175	\$ 6.00	\$ 1,050.00	\$ 13.00	\$ 2,275.00	\$ 14.00	\$ 2,450.00	\$ 40.00	\$ 7,000.00	\$ 18.00	\$ 3,150.00	\$ 40.00	\$ 7,000.00	\$ 25.00	\$ 4,375.00	\$ 85.54			





City Council Regular Meeting

Agenda Item No. F.3.

Meeting Date: 4/1/2024

Prepared By: Theresa Hutchinson, Park & Recreation Manager

Approved By: Teri Fine, Assistant to the City Manager

Caption:

*** RESOLUTION NO. 7276**

Authorizing Execution of a Professional Services Agreement with Halff Associates, Inc. for Design of the City of Sherman Southwest Trail

Issue:

To consider a contract for professional services with Halff Associates, Inc. for the design of the City of Sherman Southwest Trail project.

Background:

The Southwest Trail was identified in the 2022 Trails Master Plan as a desirable location to start a City trails network. The trail will connect schools, neighborhoods and parks in the growing southwest area of Sherman.

Origination:

Parks and Recreation

Financial Consideration:

The total funding needed for this contract is \$145,600.00. This project is budgeted in the fiscal year 2023-2024 Capital Improvement Program and will be funded with the 2023 Certificates of Obligation.

Staff Recommendation:

Council approve the design services in the aforementioned amount to Halff Associates, Inc.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7276
2. Agreement_Southwest Trail Design
3. Location Map_Southwest Trail

RESOLUTION NO. 7276

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC. FOR THE CITY OF SHERMAN SOUTHWEST TRAIL; 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 Halff Associates, Inc. for the City of Sherman Southwest Trail, 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 1st day of April 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



February 29, 2024

Project No. (AVO): 46640.001

Theresa Hutchinson
Parks and Recreation Manager
City of Sherman
220 W. Mulberry Street
Sherman, TX 75090

RE: City of Sherman – Southwest Trail (Design Phase 1 – Alignment Analysis)

Dear Theresa Hutchinson,

Halff is pleased to submit the attached scope and fee proposal to provide services for Design Phase 1 – Alignment Analysis for the City of Sherman's Southwest Trail Project as requested.

The proposed services are described in the Scope of Services (**Attachment A**). The Exclusions/Available Additional Services (**Attachment B**) provides a list of services not included in this proposal but can be provided by Halff upon your request. A PROJECT Exhibit (**Attachment C**) and estimated PROJECT Schedule (**Attachment D**) are/is also included.

We appreciate the opportunity to submit our proposal for this project. Please feel free to contact me at **214.346.6268** or at **dbuchanan@halff.com**, if you have any questions or comments regarding the proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "JDB", with a long horizontal flourish extending to the right.

David Buchanan, PLA
Director of Landscape Architecture

ATTACHMENT A

BASIC SCOPE OF SERVICES TRAIL PLANNING (ALIGNMENT ANALYSIS) FOR SHERMAN SOUTHWEST TRAIL

Halff (CONSULTANT) shall provide trail alignment analysis services for the Sherman Southwest Trail (PROJECT) for the City of Sherman (CLIENT). The purpose of the alignment analysis is to provide preliminary design services to refine the trail and confirm the overall project scope prior to proceeding with development of the construction plans for the PROJECT.

SCOPE

The PROJECT corridor consists of approximately 2.5 miles of concrete off-street shared-used path from Binkley Park to the intersection of W. Moore Street and W. Travis Street as shown in the attached exhibit. The estimated PROJECT construction cost is \$5,531,701 (2025 dollars). (See **Attachment C**) The Design Phase 1 scope for the PROJECT includes initial in-field and desktop analysis tasks and coordination with City Staff to provide a recommended trail alignment for the City's approval prior to entering into the Construction Documentation phase for the trail design.

ASSUMPTIONS

The scope of services for this proposal is based on the following assumptions:

- The scope of work herein represents a single, stand-alone project consisting of tasks described below for the design and construction of the proposed improvements, in their entirety, with no removal or separation of tasks for the completion of the PROJECT.
- All Tasks described herein will be completed consecutively, beginning with **Task 1**, prior to beginning all subsequent Tasks.
- The PROJECT is a proposed trail system corridor starting at Binkley Park and running to the intersection of W. Moore Street and W. Travis Street.
- The PROJECT will meet City of Sherman design requirements.
- This scope of services is for assessment and modifications to the proposed trail alignment. The scope includes analyzing related opportunities, issues and constraints related to the PROJECT prior to moving into the construction document production phase for the PROJECT (Refer To **Attachment B** for exclusions).
- Drawings will be provided digitally in both PDF and AUTOCAD formats.
- Adherence to the project schedule is strictly subject to timely CLIENT and/or stakeholder reviews.

The PROJECT schedule shall be subject to CLIENT review within a maximum of 14 days. **The schedule milestone dates are based on an assumed CLIENT and stakeholder submittal review period of a maximum of two (02) weeks.** Review periods exceeding two (02) weeks may impact subsequent submittals and milestone dates (Ref. **Attachment D**).

- CONSULTANT will be pleased to provide an additional services proposal upon request for any services not provided as a part of the base services proposal and listed in the Available Additional Services list at the end of this proposal should they be found necessary by the CLIENT.
- **CONSULTANT is not responsible for acquiring Right of Entry (ROE).** If required for the completion of the PROJECT Tasks, CLIENT shall be responsible for the facilitation and coordination with all impacted utility franchise and/or private property owners for providing access and ROE for any necessary data collection, field assessments, and/or site investigations.
- The CLIENT will be responsible for distributing, coordinating, and facilitating all reviews of submitted exhibits, documents, etc. to all necessary stakeholders and providing CONSULTANT with organized review comments / feedback from all reviewing entities.
- All meetings described herein will be held at the CONSULTANT's office or virtually. CONSULTANT shall notify CLIENT and request additional compensation if additional meetings are necessary for ongoing coordination and/or the completion of the PROJECT beyond those provided within this base scope of services.

TASK 1 – PROJECT MANAGEMENT, KICK-OFF MEETING & SITE INVESTIGATION

TASK 1.1 – PROJECT MANAGEMENT AND COMMUNICATION

Project Management Coordination:

CONSULTANT will meet internally with staff for coordination and communication of **Task 1** for the PROJECT.

Communications and Reporting:

CONSULTANT will provide monthly progress reports to the CLIENT along with each invoice that describe current progress, identify outstanding issues and/or items of concern.

Coordination/Project Kick-off Meeting:

CONSULTANT will conduct **one (01)** virtual or in-person coordination/project kick-off meeting with the CLIENT and other necessary stakeholders to confirm the goals, objectives, and programming expectations for reviewing the schematic alignment for the PROJECT. Notes will be taken by the CONSULTANT to record items discussed and decisions made during these meetings and provided to all attendees.

- Project Kick-Off Meeting – **One (01)** meeting.

Deliverables:

Notes will be taken by the CONSULTANT at all meetings to record items discussed and decisions made. Deliverables provided by the CONSULTANT shall include the following:

- *Digital PDF copy of the Project Kick-Off meeting notes.*
- *Digital PDF copies of the monthly progress reports (as provided with each monthly billing invoice).*

TASK 1.2 – SITE INVESTIGATION

Site Investigation / Preliminary Field Review and Report:

CONSULTANT will initiate, schedule, and participate with **one (01)** Site Investigation/Preliminary Field Review meeting with the CLIENT of the PROJECT area. The field review is necessary to gain an understanding of possible design modifications to the PROJECT shown in **Attachment C** and to identify key opportunities and constraints. The site investigation will also include the gathering and evaluation of relevant information related to the PROJECT. This meeting may be combined with the Project Kick-off Meeting. CONSULTANT will prepare one (01) Field Review Report detailing the findings and design recommendations associated with, but not limited to, topography of the site, utilities, vegetated areas, neighborhood impacts, drainage, and impacts to existing conditions.

- Site Investigation / Preliminary Field Review Meeting – **One (01)** meeting.

Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *One (01) Digital PDF copy of the Field Assessment Report.*

TASK 2 – H&H ANALYSIS

TASK 2.1 – PROJECT MANAGEMENT AND COMMUNICATION

Project Management Coordination, Communications, and Reporting:

CONSULTANT will provide monthly reports to the CLIENT in 8.5"x11" format, delivered electronically, which will detail the current progress, highlight any outstanding issues, and address future concerns. Additionally, CONSULTANT will conduct internal meetings with their staff for effective coordination and communication regarding the PROJECT.

Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *Digital PDF copies of the monthly progress reports (as provided with each monthly billing invoice).*

TASK 2.2 – DATA COLLECTION AND TERRAIN GENERATION

Data Collection and Analysis:

CONSULTANT will perform the following tasks related to data collection and terrain generation:

- Collect and evaluate the FEMA 2018 effective hydrologic and hydraulic models for Baker Park Creek which is a tributary of Sand Creek through the project area. CONSULTANT will obtain the 2018 approved model's cross sections, topographical survey, and centerline shapefiles along with the proposed trail alignment, reservoir and outflow structures, if available.
- Request City storm sewer data for the project site
- Attend up to one (01) site visit to assess existing conditions.
- Prepare GIS basemap.

- Prepare the existing terrain file using the best available topography. The topography will include 2010 or newer Texas Natural Resources Information System (TNRIS) Light Detection and Ranging (LiDAR) if more recent topography is not available.

TASK 2.3 – EXISTING CONDITIONS HYDROLOGIC ANALYSIS

Hydrologic Analysis:

The following steps will be conducted during the analysis to determine existing conditions flows for all modeled frequency storm events.

- Request and obtain FEMA Effective hydrologic model for Baker Park Creek.
- In addition to the standard FEMA modeled storm frequencies (10-, 50-, 100-, and 500-year events), obtain 2-, and 5-year discharges using the FEMA effective hydrologic model.
- Summarize peak runoff rates for design events in the table to be included in the Letter Report
- Perform QAQC.
- This scope does not include any additional hydrologic analysis of the FEMA effective hydrologic model or any additional hydrologic modifications, improvements, or modeling. Updates will be made to the Baker Park Creek model only.

TASK 2.4 –HYDRAULIC ANALYSIS

Pre-Project Hydraulic Analysis:

The following steps will be conducted during the analysis to determine water surface profiles for all modeled frequency storm events and assess potential floodplain impacts.

- Establish pre-project conditions utilizing FEMA Effective models for Baker Park Creek:
 - a. Convert the effective hydraulic model into HEC-RAS version 6.4 and insert 2-, 5-, and 25-year discharges into the model. Only minor modifications will be performed to properly execute the duplicate effective HEC-RAS model.
 - b. Execute duplicate effective model to compute the 2-, 5-, 10-, 25-, 50-, and 100-year water surface profiles and velocities.
 - c. Revise the duplicate effective model by modifying existing cross-section alignment, integrating additional cross-sections, structures, survey, or other geometric modifications as needed to create the pre-project conditions.
 - d. Perform QAQC.
 - e. This scope does not include converting from Zone A to Zone AE study and also does not include floodway analysis to re-establish floodway limits to meet FEMA standards of no more than one (1) foot of water surface elevation increase in the Base Flood Elevation (100-year).

TASK 2.5 –FLOODPLAIN MAPPING AND DOCUMENTATION

Pre-Project Floodplain Mapping:

CONSULTANT will map the pre-project 5- and 100-year floodplains using the best available topography through the project area to include in the letter report.

Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *Digital PDF copy of a brief memo documenting methodologies, findings, recommendations, issues, and approval processes, for consideration of the City of Sherman's floodplain development permit as part of future design phases. Please note that this scope excludes City of Sherman permitting effort.*
- *Develop a floodplain work map exhibit. The submittal will include a digital printout of the models' input and output files and the models will be available digitally provided with the report.*
- *This submittal does not include submittals to the City of Sherman for any type of permit.*

TASK 3 – ENVIRONMENTAL SERVICES

TASK 3.1 – PROJECT MANAGEMENT AND COMMUNICATION

Project Management Coordination, Communications, and Reporting:

CONSULTANT will provide monthly reports to the CLIENT in 8.5"x11" format, delivered electronically, which will detail the current progress, highlight any outstanding issues, and address future concerns. Additionally, CONSULTANT will conduct internal meetings with their staff for effective coordination and communication regarding the PROJECT.

Deliverables:

Notes will be taken by the CONSULTANT at all meetings to record items discussed and decisions made. Deliverables provided by the CONSULTANT shall include the following:

- *Digital PDF copies of the monthly progress reports (as provided with each monthly billing invoice).*

TASK 3.2 – DATA COLLECTION

Data Collection and Analysis:

CONSULTANT will perform the following review tasks related to environmental, historic, and cultural resources:

- Catalog existing environmental constraints with publicly accessible data.
- Publicly accessible data will include, but is not limited to, potential aquatic features, floodplain and floodway extents, property ownership and easements, land uses, roadways, sidewalks, bicycle facilities, schools, community facilities based on a desktop review.

TASK 3.3 – ENVIRONMENTAL CONSTRAINTS MAPPING

Environmental Constraints Mapping:

CONSULTANT will generate a single environmental constraints map of the pre-project environmental constraints that will be incorporated into Task 4.2.

Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *See Task 4.2.*

TASK 4 –TRAIL ALIGNMENT REFINEMENT

TASK 4.1 – PROJECT MANAGEMENT AND COMMUNICATION

Project Management Coordination, Communications, and Reporting:

CONSULTANT will provide monthly reports to the CLIENT in 8.5"x11" format, delivered electronically, which will detail the current progress, highlight any outstanding issues, and address future concerns. Additionally, CONSULTANT will conduct internal meetings with their staff for coordination and communication regarding the PROJECT.

Deliverables:

Notes will be taken by the CONSULTANT at all meetings to record items discussed and decisions made. Deliverables provided by the CONSULTANT shall include the following:

- *Digital PDF copies of the monthly progress reports (as provided with each monthly billing invoice).*

TASK 4.2 –TRAIL ALIGNMENT – REVIEW AND REFINEMENT

Data Collection:

The CLIENT and Local Stakeholder Partners will provide to the CONSULTANT any additional available project data relevant to the previously identified preliminary project corridor as a part of the TxDOT Grant submittal and as necessary for completion of the project. The CONSULTANT will collect any updated or additionally available data for the following as necessary to identify and assess potential trail and bikeway alignment refinement(s). At a minimum, data will include the following information:

- Google Earth and/or Near Map aerial photography and mapping
- City topography and other information
- Texas statewide environmental/historic/cultural resource data
- FEMA Flood Boundary Maps and Flood Insurance Studies
- Existing and adopted land use maps and plans.
- Local comprehensive and thoroughfare plans
- Oncor and Atmos electric / gas utilities and other information
- City of Sherman utilities and other information as available
- Property information
- Design data from record drawings of existing and proposed transportation facilities
- Existing aerial photography and survey information from the City of Sherman
- Previously prepared drainage studies
- City of Sherman Trails Master Plan

Updated Base Map:

CONSULTANT will take the previous base map information developed during the TxDOT Grant Submittal Application process along with all current and any updated information provided by the CLIENT, Stakeholders, Site Investigation, H&H Floodplain and Environmental Constraints Mapping and create an updated project Base Map as appropriate for use in the field during the Trail Alignment – Review and Refinement task.

Trail Alignment – Review and Refinement:

Utilizing the previous created base map information from the TxDOT Grant Application submittal, the CONSULTANT will review and analyze the previously prepared conceptual alignment for the Southwest Trail along with coordination with City Staff to determine recommended schematic alignment modifications. The trail alignment will be refined based on identified constraints, environmental, hydraulic

and topographical data. CONSULTANT will prepare a planning-level “roll plot” alignment layout containing the following base and design information and anticipated constraints:

- Location of existing property lines, easements and/or ROW limits.
- Approximate centerlines of existing water courses and the location of the floodplain; the approximate location of significant drainage features; and the location of existing parking lots, streets, driveways, and sidewalks on or adjacent to the PROJECT.
- Approximate location of known overhead lines, subsurface utility lines, and utility easements within the project limits, including the location of utility/power poles, generators, and equipment.
- Revised trail alignment alternatives including on-street, at-grade trail and proposed bridges and boardwalks.

Opinion of Probable Construction Costs (OPCC):

The planning-level OPCC previously prepared by Halff, as part of the TxDOT Grant Application submission, will be updated to reflect any alignment changes and will be aligned with TxDOT bid requirements, in a format required by TxDOT. The updated OPCC will be based on TxDOT average bid price information and unit-price information from similar projects.

Deliverables:

Deliverables provided by the CONSULTANT shall include the following:

- *Digital PDF plan of refined trail conceptual alignment.*
- *Digital PDF copy of updated Estimate of Probable Construction Costs.*

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BASIS OF COMPENSATION

Sherman Southwest Trail (Alignment Analysis)

A. TASK 1 – Project Management and Kick-off Meeting

The basis of compensation for the services below shall be as follows:

Task 1.1 – Project Management & Communication	\$ 5,700.00
Task 1.2 – Site Investigation	\$27,000.00

TASK 1 TOTAL (Tasks 1.1 – 1.2)	\$32,700.00
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B. TASK 2 – H&H Analysis:

The basis of compensation for the services below shall be as follows:

Task 2.1 – Project Management & Communication (Cont.)	\$5,000.00
Task 2.2 – Data Collection and Terrain Generation	\$3,000.00
Task 2.3 – Existing Conditions Hydrologic Analysis	\$5,000.00
Task 2.4 – Hydraulic Analysis	\$14,000.00
Task 2.5 – Floodplain Mapping and Documentation	\$13,000.00

TASK 2 TOTAL (Tasks 2.1 – 2.5)	\$40,000.00
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C. TASK 3 – Environmental Services:

The basis of compensation for the services below shall be as follows:

Task 3.1 – Project Management & Communication (Cont.)	\$7,600.00
Task 3.2 – Data Collection and Analysis	\$4,900.00
Task 3.3 – Environmental Constraints Mapping	\$9,200.00

TASK 3 TOTAL (Tasks 3.1 – 3.3)	\$21,700.00
--------------------------------	-------------

D. TASK 4 – Trail Alignment Refinement:

The basis of compensation for the services below shall be as follows:

Task 4.1 – Project Management & Communication (Cont.)	\$21,500.00
Task 4.2 – Trail Alignment – Review and Refinement	\$27,200.00

TASK 4 TOTAL (Tasks 4.1 – 4.2)	\$48,700.00
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**Direct Costs (Estimated Reimbursable Expenses)	\$ 2,500.00
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BASIC LUMP SUM SERVICES GRAND TOTAL (Tasks 1, 2, 3, 4 & Direct Costs)	\$145,600.00
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The fee proposal provided above is valid for 90 days from receipt from CONSULTANT. Estimated fees and direct costs established above shall be considered a lump sum fee and invoiced monthly based on percentage of services completed.

***Direct Costs (estimated reimbursable expenses) will include, but are not necessarily limited to, expenses for supplies, transportation, equipment, travel, communication, printing of plans and specifications, presentation boards, graphic boards, and similar incidentals. All project related expenses will be billed at cost plus 10%.*

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ATTACHMENT B

EXCLUSIONS / AVAILABLE ADDITIONAL SERVICES

The following services are not included in the scope or fees for this proposal; but can be provided by CONSULTANT, subject to negotiation:

GENERAL:

1. Any additional work not specifically included in the Proposed Scope of Work will be accomplished as Additional Services.
2. Revisions to the proposed trail alignment requested by the CLIENT after the trail alignment schematic exhibit is approved, unless necessitated by unforeseen issues in the field.
3. Design of areas outside the limits of the defined project site.
4. Design and coordination existing utility relocations and modifications, including, gas, telephone, or other franchise utility improvements.
5. Additional graphic products.
6. Additional meetings not identified in the project scope of services.
7. Printing of additional drawings or exhibits not identified in the project deliverables.
8. The development of additional concept alternatives beyond the project scope of services are excluded.

PUBLIC ENGAGEMENT:

9. Public Engagement, such as public meetings or hearings, is excluded.
10. Community Engagement and coordination with impacted stakeholders, adjacent property owners, and agencies are excluded.

ELECTRICAL:

11. Electrical Engineering is excluded.

TRAFFIC:

12. Preparation of Traffic engineering reports or studies is excluded.
13. Traffic Control / Traffic Modification Plans is excluded.

PERMITTING:

14. Payment of permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees.

CONSTRUCTION DOCUMENTATION:

15. The preparation and development of Construction Documentation is excluded.

STRUCTURAL ENGINEERING:

16. Structural Engineering services are excluded.

SUE:

17. SUE services are excluded.

GEOTECH:

18. Geotechnical Services are excluded.

ENVIRONMENTAL:

19. Tree identification task assumes a review of the tree survey with City staff not to exceed three 8-hour onsite days. Time beyond this allowance is excluded as part of this scope.
20. Preparation of any permitting documents to yet to be determined applicable federal or state regulations (e.g., Section 404 of the Clean Water Act; State Antiquities Code).

21. Preparation of environmental reports and documentation required for environmental clearance in accordance with the National Environmental Policy Act (NEPA) and TxDOT environmental reviews.
22. This scope does not include a formal report of an environmental constraints analysis findings. Geospatial data and constraints map will be utilized in Task 4.2.

HYDROLOGIC/HYDRAULIC (H&H):

23. Any hydrologic or hydraulic analysis/modeling associated with proposed conditions. The scope above identifies only the effort required to establish pre-project conditions.
24. Any revisions to the effective hydrologic model. The hydrologic model will only be run to establish existing conditions flows not present in the hydraulic model.
25. Local (Sherman, Corps of Engineers, FEMA Region VI in Grayson County) and/or federal (FEMA Washington DC) review and processing fees are not included. An online review and processing fee of at least \$8,000.00 (as of September 2023, fees may increase without warning) for the Final Letter of Map Revision, will be assessed by FEMA.
26. FEMA Project Library model retrieval costs are not included. This cost maybe \$300.00 or greater. FEMA requests \$150.00 upfront plus costs of materials.
27. FEMA requires that public notice of revisions to the floodplain maps be inserted in at least one local newspaper at the LOMR stage, the cost of which is determined by each newspaper. The public notice cost is not included in this scope of work.
28. A Zoning Application Fee is excluded.
29. Streambank stability analysis is excluded.
30. Mitigation for valley storage impacts
31. Floodway analysis is excluded.
32. Scour analysis is excluded.
33. Converting Zone A to Zone AE study is excluded.

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ATTACHMENT C
PROJECT SITE LOCATION



ATTACHMENT D PROJECT SCHEDULE OUTLINE

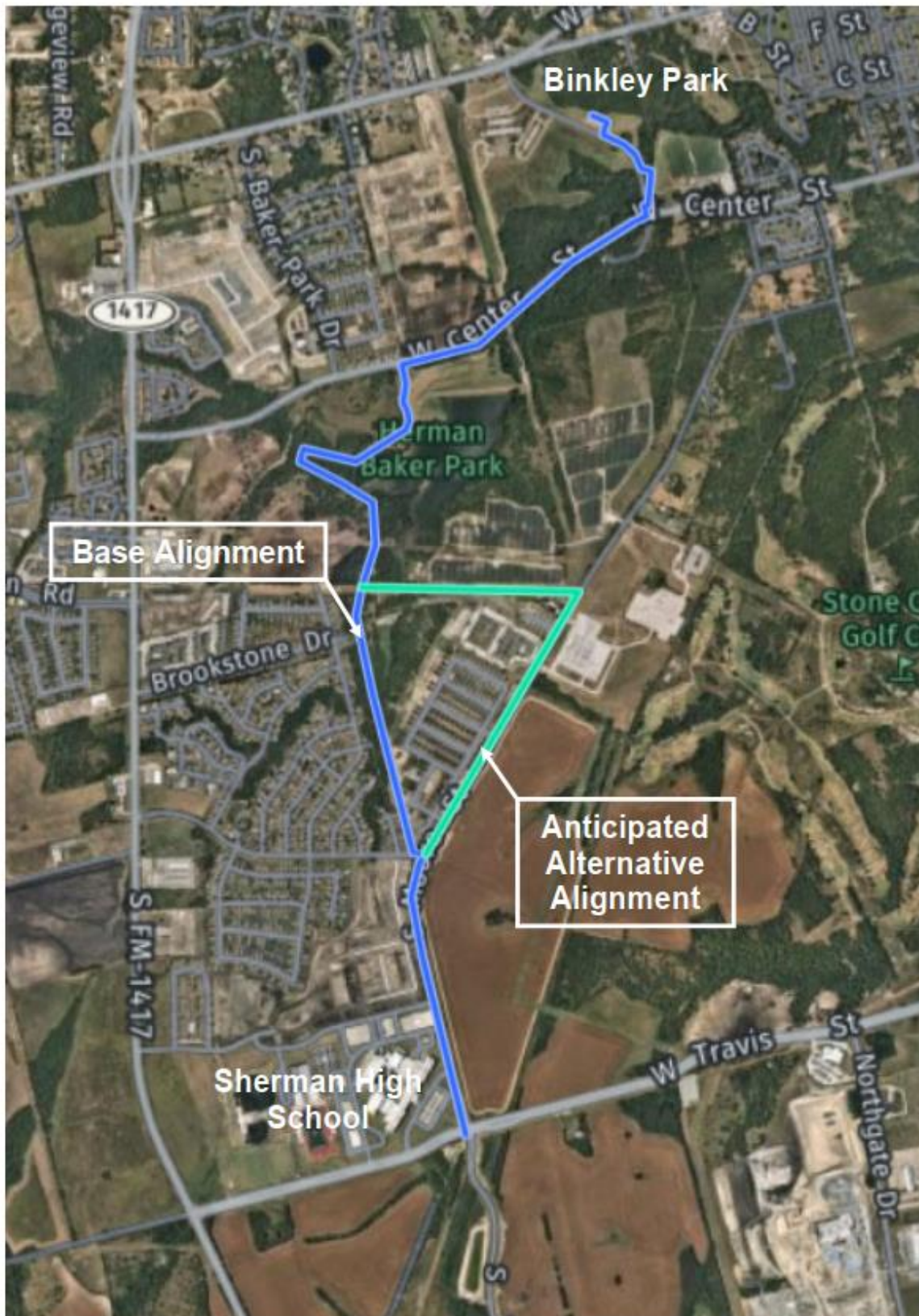
CONSULTANT will work closely with the CLIENT on the PROJECT to determine the agreed upon and approved project schedule. **(All Task Items provided within this scope may be subject to delays depending upon CLIENT and other Agency review turnaround time periods outside of CONSULTANT's control.)**

It is assumed that CLIENT / stakeholder reviews along with any associated review comments will be provided within **ten (10)** working days of receipt of any milestone submittals.

CONSULTANT estimates approximately **24 weeks** to complete the scope of services listed above starting from the receipt of initial Notice to Proceed.

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PROJECT SITE LOCATION





City Council Regular Meeting

Agenda Item No. F.4.

Meeting Date: 4/1/2024

Prepared By: Billy Hartsfield, Fire Chief

Approved By: Teri Fine, Assistant to the City Manager

Caption:

*** RESOLUTION NO. 7277**

Awarding a Bid to and Authorizing Execution of a Contract with Glenn Polk Autoplex, Inc. for the Purchase of Three New Dodge Ram Ambulance Chassis for the Sherman Fire Department

Issue:

To consider awarding a bid to and authorizing execution of a contract for the purchase of three (3) new Dodge Ram ambulance chassis from Glenn Polk Autoplex, Inc. of Gainesville, Texas, based upon a request for public bids for the Sherman Fire Department.

Background:

At the February 19, 2024 meeting, the City Council approved a request for public bids for the purchase of three new Dodge Ram ambulance chassis for the Sherman Fire Department. On March 11, 2024, two (2) bidders responded to the request for bids. City staff recommends awarding the contract to the lowest bidder, Glenn Polk Autoplex, Inc. of Gainesville, Texas, in the amount of \$206,769.00. As has been the case for the past several years, the lead times on receiving vehicles is still many months long; as such, two of these chassis are expected to arrive after September 30th of this year.

Origination:

Fire Department

Financial Consideration:

The total cost of the vehicle chassis is \$206,769.00. One of the three chassis is budgeted in the current fiscal year and will be paid for in the current budget. The other two chassis will be received and paid for in next years' budget.

Staff Recommendation:

It is recommended that City Council approve this request to award the bid and authorize execution of the contract to Glenn Polk Autoplex, Inc.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7277
2. Exhibit A - ITB Purchase of Three New Dodge Ram Ambulance Chassis for SFD
3. Bid Tabulation - Purchase of Three New Dodge Ambulance Chassis for SFD ITB

4. Exhibits C through E
5. Exhibit B_Bid Submittal

RESOLUTION NO. 7277

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH GLENN POLK AUTOPLEX, INC. FOR THE PURCHASE OF THREE NEW DODGE RAM AMBULANCE CHASSIS FOR THE SHERMAN FIRE 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 Glenn Polk Autoplex, Inc. of Gainesville, Texas, is hereby awarded the bid for the purchase of three new Dodge Ram ambulance chassis for the Sherman Fire Department in the amount of Two Hundred Six Thousand Seven Hundred Sixty-Nine Dollars and No Cents (\$206,769.00); and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Glenn Polk Autoplex, Inc. for the purchase of three new Dodge Ram ambulance chassis for the Sherman Fire Department, in accordance with all contract documents attached hereto and made a part hereof for all purposes. 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 1st day of April 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 PITTMAN, CITY ATTORNEY

Exhibit A
Invitation to Bid



City of Sherman
PO Box 1106
Sherman, TX 75091-1106

Invitation to Bid

For

**PURCHASE OF THREE NEW DODGE RAM AMBULANCE CHASSIS FOR
THE SHERMAN FIRE DEPARTMENT
ITB No. 2024-09**

Publication Dates: Sunday February 25, 2024
Sunday March 3, 2024

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CITY OF SHERMAN, TEXAS

FINANCE DEPARTMENT

INVITATION TO BID - BID NO. 2024-09; PURCHASE OF THREE NEW DODGE RAM AMBULANCE CHASSIS FOR THE SHERMAN FIRE DEPARTMENT

The enclosed **INVITATION TO BID (ITB)** and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **PURCHASE OF THREE NEW DODGE RAM AMBULANCE CHASSIS FOR THE SHERMAN FIRE DEPARTMENT** for the City of Sherman.

Questions may be addressed to the Finance Department at the address listed below. The bids will be opened at **2:00 p.m. on Monday, March 11, 2024**, at the following address:

**City of Sherman – Finance Department
Municipal Building
405 N. Rusk Street
Sherman, TX
903-892-7215
craigl@cityofsherman.com**

Bids may be submitted by mail to the following address:

**City of Sherman
Finance Dept. – ITB FOR PURCHASE OF THREE NEW DODGE RAM AMBULANCE CHASSIS FOR THE
SHERMAN FIRE DEPARTMENT - No. 2024-09**

**P.O. Box 1106
Sherman, TX 75091-1106**

OR

Electronically at www.publicpurchase.com

OR

By delivery at the Municipal Building address listed above.

NOTICE TO BIDDERS

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Craig Long, Sherman Municipal Building, 405 N. Rusk, Sherman, Texas 75091 until the hour **2:00 PM on the 11th day of March, 2024**, at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2024-09 – PURCHASE OF THREE NEW DODGE RAM AMBULANCE CHASSIS FOR THE SHERMAN FIRE DEPARTMENT

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council at the following address:

**City Council Chambers
City Hall
220 W. Mulberry
Sherman, TX**

Each bid delivered to the City shall be sealed and clearly marked “PURCHASE OF THREE NEW DODGE RAM AMBULANCE CHASSIS FOR THE SHERMAN FIRE DEPARTMENT 2024-09” on the exterior of the bid. Electronic submittals may only be made through Public Purchase at <https://www.publicpurchase.com>. No email or faxed bids will be accepted. Each bid shall be **manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.**

Please note that all bids **must be received at the designated location or through Public Purchase by the deadline shown**. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for **2:00 p.m., Monday, March 11, 2024**, at which time the sealed bids will be opened.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Finance Department, the bidder shall be responsible for actual delivery of the bid before the advertised date and hour for opening of bids. If the mail is delayed by the postal service, courier service, or an ISP (Internet Service Provider), beyond the date and hour set for the bid opening, bids thus delayed will not be considered.

The City of Sherman will receive sealed bids for: **PURCHASE OF THREE NEW DODGE RAM AMBULANCE CHASSIS FOR THE SHERMAN FIRE DEPARTMENT.**

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict

between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sherman's interpretation shall govern.

Information concerning the bid specifications or bid process/procedures may be submitted in writing to Craig Long, Budget Analyst at craigl@cityofsherman.com, or via phone at (903) 892-7215.

Until the final awarding by the City of Sherman, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, and proceed otherwise when the best interests of said City will be realized hereby.

[Rest of Page Intentionally Left Blank]

CITY OF SHERMAN GENERAL CONDITIONS

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to: www.ci.sherman.tx.us and to www.publicpurchase.com.

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

ASSIGNMENT OF BID/CONTRACT

The successful bidder may not assign their rights and duties under and award without the written consent of the City. Such consent shall not relieve the assignor of liability in event of default by their assignee.

BID CONSIDERATION / TABULATION

Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

BID SUBMISSION

Bids may be submitted in person, by mail, or electronically at www.publicpurchase.com.

- Submit bids via mail to PO Box 1106, Sherman, TX 75091-1106.
- To submit a bid via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- Bids will not be accepted without a signature.
- Bids submitted by email or fax will not be accepted.
- The City is not responsible for mail service. See page 4, paragraph 2 of the Notice to Bidders.

BRAND NAMES

If items for which bids have been called for have been identified by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering “equal” products will be considered for award if such products are clearly identified in the bids and are determined by the City to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their bid that they are offering an “equal product”, their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.**

CHANGES OR ALTERATIONS

No part of this bid may be changed/alterd in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request to this bid will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

TERMINATION

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

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

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Sherman, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each bid. The city of Sherman considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Sherman, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to

provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers the vendor shall indemnify and save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The city of Sherman supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the city of Sherman. As such, the city of Sherman has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not

control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time. It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

PROVISIONAL CLAUSES

The city of Sherman will not enter into any contract where the cost is provisional upon such clauses as are known as “escalator” or “cost-plus” clauses.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for

which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether or not the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL DEFINITIONS:

"City" is the City of Sherman, Texas.

"Bidder" is an individual or business submitting a bid or proposal to the City of Sherman.

"Independent contractor" or "contractor" is one who contracts to perform work or furnish materials in accordance with a contract.

I. PROPOSAL TERMS

- A. The City of Sherman reserves the right to reject any and all proposals received as a result of this ITB. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal: the City reserves the right to consider proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with the independent contractor whose proposal is deemed to best meet the City's specifications and needs.
- B. Proposals must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
- C. In the event it becomes necessary to revise any part of the ITB, addenda will be provided. The deadline for submission of proposals may be adjusted to allow for revisions. To be considered, the entire proposal document, with any amendments, should be returned by the specified date, time and method identified on page 2 of this document.
- D. Proposals should be prepared simply and economically providing a straightforward, concise description of the independent contractor's ability to meet the requirements

of the ITB. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

- E. The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this ITB to the mutually agreed to date of contract.
- F. The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire ITB.

[REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

SPECIFICATIONS

- ❖ Three (3) new Dodge 4500 Regular Cab Chassis; Used will not be accepted
- ❖ 4x2 models required
- ❖ Cloth 40/20/40 premium bench seats required
- ❖ Exterior color must be red
- ❖ Ambulance prep group required
- ❖ Level 1 equipment group required
- ❖ Add black vinyl floor covering
- ❖ 6-speed automatic Aisin AS69RC HD transmission
- ❖ 6.7L I6 Cummins turbo diesel engine
- ❖ Parkview rear sliding window
- ❖ Uconnect 5 W 8.4" display (USA)
- ❖ Parkview rear back-up camera
- ❖ Manual DPF regeneration
- ❖ Customer preferred package 2TG
- ❖ Cab to axle (CA) length 84"
- ❖ GVWR 16,500 lbs.
- ❖ Rear GAWR 12,000 lbs.
- ❖ Single rear fuel tank

BIDDERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Invitation to Bid. I also understand that if this bid is accepted by the City of Sherman that all of the terms and conditions, specifications, and requirements submitted in my bid and any additions, changes, or deletions made during negotiations will be made a part of this bid under a binding contract between my company and the City of Sherman, Texas. I also certify that this bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

____ Corporation (The bid MUST be signed by an Officer of the company)

- ___ Partnership (The bid MUST be signed by a General Partner)
___ Joint Venture (The bid MUST be signed by an Officer of the company)
___ Sole Proprietor (The bid MUST be signed by the Owner)

Company Name: _____

Address of Principal Place of Business:

Mailing Address (if different):

Phone: _____

Fax: _____

Email: _____

Authorized Representative: _____

Signature: _____

Date: _____

Acknowledgement of Addenda (if any): #1 ____ #2 ____ #3 ____

BID FORM

Bidder accepts all of the terms and conditions set forth in the Advertisement for Bid and the Bid Specification Package.

**Total Price for Three (3) New Dodge Ram
Ambulance Chassis, INCLUDING all fees:**

\$ _____

Signature of Bidder _____

Bidder (print name) _____

Contractor References

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Exhibit C

City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

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

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

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

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

	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.
<u> </u>	4. Professional Liability	▪ Minimum \$1,000,000.00 each claim; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of \$ 2,000,000.00.
<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 City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

- X 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.
- X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
- X 10. The Certificate of Insurance must state the project title.
- ___ 11. Other Insurance Requirements (State Below):

Exhibit D
Affidavit of No Prohibited Interest

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, an authorized agent of Contractor, make this affidavit and hereby under 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 under this Agreement (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) 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).
- _____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body 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, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, 202__.

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 _____, 202__.

Notary Public in and for the State of _____
My commission expires: _____

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

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

NOTE: TEC Form 1295 will not be required for all submitting contractors, but, will be required from the recommended contractor prior to award. Verification Form 2270 is required with all proposal submittals. See next page for forms.

INSTRUCTIONS for State Law Mandated Certificate of Interested Parties Form (Form 1295)

1. Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Sherman City Council must be accompanied by an original signature unsworn declaration, Certificate of Interested Parties, Form 1295.
2. Form 1295 must be completed in accordance with the TEC Rules: (<https://www.ethics.state.tx.us/legal/ch46.html>) and Section 2252.908 of the Texas Government Code, as amended: (<http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB01295F.htm>).
3. For questions or issues regarding the TEC rules and state law provisions and how Form 1295 should be completed, please consult with your own legal counsel.
4. In order to fill out and submit Form 1295, you will need to log in as directed on the TEC website: [https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf%20info%20form1295.htm)

Tutorials for creating an account and for creating and submitting Form 1295 may also be found on this web page.
5. Please provide the bolded information exactly as it appears below when creating your certificate:

Who is the contract with? Click the button for **Other**

Governmental Entity

Agency/Entity Name: **City of Sherman**

Contract ID Number: **2024-09**

Description of Goods and Services to be provided: **Purchase of Three New Dodge Ram Ambulance Chassis for the Sherman Fire Department**
6. All other fields as required or as applicable to the individual vendor must be completed as explained in the tutorial video.
7. Vendors must provide a signed, original signature copy of this form along with four signed, notarized, original signature copies of the contract no later than 14 days after Notice of Recommendation for Award is received. All documents shall be signed by an Officer, Director or other Authorized Agent of the company. If the individual signing as Authorized Agent is not an officer or director of the company, appropriate documentation must be included with these documents to confirm that the individual has the authority to bind the company contractually.

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,
2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name & Title: _____

Firm Name: _____

Date Signed: _____

NOTARIZATION

THE STATE OF _____)

COUNTY OF _____)

BEFORE ME, the undersigned notary public on this day personally appeared _____, on behalf of _____ (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 202__.

NOTARY PUBLIC IN AND
FOR THE STATE OF _____

The following definitions apply to Texas Government Code Section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

**CITY OF SHERMAN
BID TABULATION**

**Invitation to Bid for Purchase of Three New Dodge Ram Ambulance Chassis For the Sherman Fire Department
BID OPENING Monday, March 11, 2024; 2:00 PM**

Vendor	Lump Sum Pricing for Three New Dodge Ram Ambulance Chassis	NOTES
Pegasus CDJR, LLC	\$ 214,811.25	
Glenn Polk Autoplex, Inc.	\$ 206,769.00	

Exhibit C

City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

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

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

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

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

	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.
<u> </u>	4. Professional Liability	▪ Minimum \$1,000,000.00 each claim; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of \$ 2,000,000.00.
<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 City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

- X 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.
- X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
- X 10. The Certificate of Insurance must state the project title.
11. Other Insurance Requirements (State Below):

Exhibit D
Affidavit of No Prohibited Interest

THE STATE OF Texas §

THE COUNTY OF Cooke §

I, Jennifer Papp, an authorized agent of Contractor, make this affidavit and hereby under 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 under this Agreement (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) 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).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other: _____.

X _____ 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, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

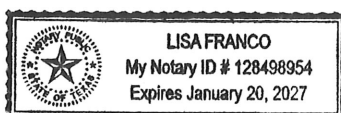
Signed this 4th day of march, 2024

Jennifer Papp/CFO
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Jennifer Papp, 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 4 day of March, 2024.

Lisa Franco
Notary Public in and for the State of Texas
My commission expires: 01.20.2027



CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Glenn Polk Autoplex Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

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.

Not applicable

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 *Glenn Polk, CFO*
Signature of vendor doing business with the governmental entity

March 4, 2024
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



**City of Sherman
PO Box 1106
Sherman, TX 75091-1106**

Invitation to Bid

For

**PURCHASE OF THREE NEW DODGE RAM AMBULANCE CHASSIS FOR
THE SHERMAN FIRE DEPARTMENT
ITB No. 2024-09**

**Publication Dates: Sunday February 25, 2024
 Sunday March 3, 2024**

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*↑ to complete upon
bid award.*

*- Verification Form 2290
Complete*

CITY OF SHERMAN, TEXAS

FINANCE DEPARTMENT

INVITATION TO BID - BID NO. 2024-09; PURCHASE OF THREE NEW DODGE RAM AMBULANCE CHASSIS FOR THE SHERMAN FIRE DEPARTMENT

The enclosed **INVITATION TO BID (ITB)** and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **PURCHASE OF THREE NEW DODGE RAM AMBULANCE CHASSIS FOR THE SHERMAN FIRE DEPARTMENT** for the City of Sherman.

Questions may be addressed to the Finance Department at the address listed below. The bids will be opened at **2:00 p.m. on Monday, March 11, 2024**, at the following address:

**City of Sherman – Finance Department
Municipal Building
405 N. Rusk Street
Sherman, TX
903-892-7215
craigl@cityofsherman.com**

Bids may be submitted by mail to the following address:

**City of Sherman
Finance Dept. – ITB FOR PURCHASE OF THREE NEW DODGE RAM AMBULANCE CHASSIS FOR THE
SHERMAN FIRE DEPARTMENT - No. 2024-09**

**P.O. Box 1106
Sherman, TX 75091-1106**

OR

Electronically at www.publicpurchase.com

OR

By delivery at the Municipal Building address listed above.

NOTICE TO BIDDERS

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Craig Long, Sherman Municipal Building, 405 N. Rusk, Sherman, Texas 75091 until the hour **2:00 PM on the 11th day of March, 2024**, at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2024-09 – PURCHASE OF THREE NEW DODGE RAM AMBULANCE CHASSIS FOR THE SHERMAN FIRE DEPARTMENT

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council at the following address:

**City Council Chambers
City Hall
220 W. Mulberry
Sherman, TX**

Each bid delivered to the City shall be sealed and clearly marked “PURCHASE OF THREE NEW DODGE RAM AMBULANCE CHASSIS FOR THE SHERMAN FIRE DEPARTMENT 2024-09” on the exterior of the bid. Electronic submittals may only be made through Public Purchase at <https://www.publicpurchase.com>. No email or faxed bids will be accepted. Each bid shall be **manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.**

Please note that all bids **must be received at the designated location or through Public Purchase by the deadline shown.** Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for **2:00 p.m., Monday, March 11, 2024**, at which time the sealed bids will be opened.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Finance Department, the bidder shall be responsible for actual delivery of the bid before the advertised date and hour for opening of bids. If the mail is delayed by the postal service, courier service, or an ISP (Internet Service Provider), beyond the date and hour set for the bid opening, bids thus delayed will not be considered.

The City of Sherman will receive sealed bids for: **PURCHASE OF THREE NEW DODGE RAM AMBULANCE CHASSIS FOR THE SHERMAN FIRE DEPARTMENT.**

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict

between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sherman's interpretation shall govern.

Information concerning the bid specifications or bid process/procedures may be submitted in writing to Craig Long, Budget Analyst at craigl@cityofsherman.com, or via phone at (903) 892-7215.

Until the final awarding by the City of Sherman, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, and proceed otherwise when the best interests of said City will be realized hereby.

[Rest of Page Intentionally Left Blank]

CITY OF SHERMAN GENERAL CONDITIONS

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to: www.ci.sherman.tx.us and to www.publicpurchase.com.

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

ASSIGNMENT OF BID/CONTRACT

The successful bidder may not assign their rights and duties under and award without the written consent of the City. Such consent shall not relieve the assignor of liability in event of default by their assignee.

BID CONSIDERATION / TABULATION

Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

BID SUBMISSION

Bids may be submitted in person, by mail, or electronically at www.publicpurchase.com.

- Submit bids via mail to PO Box 1106, Sherman, TX 75091-1106.
- To submit a bid via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- Bids will not be accepted without a signature.
- Bids submitted by email or fax will not be accepted.
- The City is not responsible for mail service. See page 4, paragraph 2 of the Notice to Bidders.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the City to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.**

CHANGES OR ALTERATIONS

No part of this bid may be changed/alterd in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request to this bid will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

TERMINATION

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

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

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Sherman, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each bid. The city of Sherman considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Sherman, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to

provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers the vendor shall indemnify and save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The city of Sherman supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the city of Sherman. As such, the city of Sherman has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not

control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time. It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

PROVISIONAL CLAUSES

The city of Sherman will not enter into any contract where the cost is provisional upon such clauses as are known as "escalator" or "cost-plus" clauses.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for

which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether or not the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL DEFINITIONS:

"City" is the City of Sherman, Texas.

"Bidder" is an individual or business submitting a bid or proposal to the City of Sherman.

"Independent contractor" or "contractor" is one who contracts to perform work or furnish materials in accordance with a contract.

I. PROPOSAL TERMS

- A. The City of Sherman reserves the right to reject any and all proposals received as a result of this ITB. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal: the City reserves the right to consider proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with the independent contractor whose proposal is deemed to best meet the City's specifications and needs.
- B. Proposals must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
- C. In the event it becomes necessary to revise any part of the ITB, addenda will be provided. The deadline for submission of proposals may be adjusted to allow for revisions. To be considered, the entire proposal document, with any amendments, should be returned by the specified date, time and method identified on page 2 of this document.
- D. Proposals should be prepared simply and economically providing a straightforward, concise description of the independent contractor's ability to meet the requirements

of the ITB. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

- E. The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this ITB to the mutually agreed to date of contract.
- F. The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire ITB.

[REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

SPECIFICATIONS

- ❖ Three (3) new Dodge 4500 Regular Cab Chassis; Used will not be accepted
- ❖ 4x2 models required
- ❖ Cloth 40/20/40 premium bench seats required
- ❖ Exterior color must be red
- ❖ Ambulance prep group required
- ❖ Level 1 equipment group required
- ❖ Add black vinyl floor covering
- ❖ 6-speed automatic Aisin AS69RC HD transmission
- ❖ 6.7L I6 Cummins turbo diesel engine
- ❖ Parkview rear sliding window
- ❖ Uconnect 5 W 8.4" display (USA)
- ❖ Parkview rear back-up camera
- ❖ Manual DPF regeneration
- ❖ Customer preferred package 2TG ?
- ❖ Cab to axle (CA) length 84"
- ❖ GVWR 16,500 lbs. \$16,000
- ❖ Rear GAWR 12,000 lbs.
- ❖ Single rear fuel tank

BIDDERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Invitation to Bid. I also understand that if this bid is accepted by the City of Sherman that all of the terms and conditions, specifications, and requirements submitted in my bid and any additions, changes, or deletions made during negotiations will be made a part of this bid under a binding contract between my company and the City of Sherman, Texas. I also certify that this bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

☒ Corporation (The bid MUST be signed by an Officer of the company)

GLENN POLK AUTOPLEX
4330 N INTERSTATE 35
GAINESVILLE, TX 762401965

Configuration Preview

Date Printed: 2024-02-26 6:12 PM VIN: Quantity: 3
Estimated Ship Date: VON: Status: BA - Pending order

Sold to: Ship to:
GLENN POLK AUTOPLEX (44678) GLENN POLK AUTOPLEX (44678)
4330 N INTERSTATE 35 4330 N INTERSTATE 35
GAINESVILLE, TX 762401965 GAINESVILLE, TX 762401965

Vehicle: 2024 4500 REG CAB CHASSIS 4X2 (168.5 in WB - CA of 84 in) (DP4L64)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	DP4L64	4500 REG CAB CHASSIS 4X2 (168.5 in WB - CA of 84 in)	53,760	49,998
Package:	2YA	Customer Preferred Package 2YA	0	0
	ETN	6.7L I6 Cummins Turbo Diesel Engine	9,295	8,552
	DF2	6-Spd Auto Aisin AS69RC HD Trans	1,000	920
Paint/Seat/Trim:	PR4	Flame Red Clear Coat	0	0
	APA	Monotone Paint	0	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0	0
	-X8	Black/Diesel Gray	0	0
Options:	UBD	Uconnect 5 W 8.4" Display (USA)	1,215	1,117
	GFD	Rear Sliding Window	295	272
	TAJ	225/70R19.5G FT All Pos RR Traction	250	231
	CBE	40/20/40 Split Bench Seat	0	0
	WP2	19.5x6.0 Aluminum Whls (Set of 6)	1,995	1,836
	Z4C	GVW Rating - 16000#	0	0
	AZB	Heavy Duty Front Suspension Group	260	240
	AH2	Ambulance Prep Group	935	860
	XNR	Manual DPF Regeneration	345	317
	A61	Tradesman Level 1 Equipment Group	1,880	1,729
	XAC	ParkView Rear Back-up Camera	495	456
	5N6	Easy Order	0	0
	163	Zone 63-Dallas	0	0
	4EA	Sold Vehicle	0	0
Destination Fees:			1,995	1,995
Total Price:			<u>73,720</u>	<u>68,523</u>

Order Type: Retail PSP Month/Week:
Scheduling Priority: 1-Sold Order Build Priority: 99
Salesperson:
Customer Name:
Customer Address:

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

- ☐ Partnership (The bid MUST be signed by a General Partner)
☐ Joint Venture (The bid MUST be signed by an Officer of the company)
☐ Sole Proprietor (The bid MUST be signed by the Owner)

Company Name: Glenn Polk Auto Plex

Address of Principal Place of Business:

4330 N. I 35
Gainesville Tx ~~76242~~ 76240

Mailing Address (if different):

PO Box 697
Gainesville Tx 76241

Phone: 940-665-3461

Fax: 940-665-2304

Email: lesgraham@gpolk.com

Authorized Representative: Les Graham Jennifer Papp, CFO

Signature: [Signature] [Signature]

Date: 3-6-2024 3-6-2024

Acknowledgement of Addenda (if any): #1 ☐ #2 ☐ #3 ☐

BID FORM

Bidder accepts all of the terms and conditions set forth in the Advertisement for Bid and the Bid Specification Package.

Total Price for Three (3) New Dodge Ram
Ambulance Chassis, INCLUDING all fees:

\$ 206,769⁰⁰

Signature of Bidder [Signature]

Bidder (print name) Les Graham

Contractor References

Customer Name: Lamon Lambert (Trazin Ambulance Uffit)

Address: _____

Contact: _____ Telephone #: 214-733-9972

Scope of work performed: Has handled the "go between" all builds & Trazin.

Length of Service: 1 year

Customer Name: DS Trailers & Bed Uffit Co.

Address: _____

Contact: Danny Jackson Telephone #: 405-449-3535

Scope of work performed: Has upfitted over 100 trucks w/ beds & other upfits

Length of Service: 4 yrs.

Customer Name: 2L Custom Trucks

Address: _____

Contact: Wayland Long Telephone #: 940-577-1450

Scope of work performed: Has upfitted, bought, sold, and done good business.

Length of Service: 4 years w/ trucks



CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY)

3/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PDP Group Inc. 10909 McCormick Road Hunt Valley MD 21031	CONTACT NAME: Diane Setzler
	PHONE (A/C, No, Ext): 410-584-1528 FAX (A/C, No):
	E-MAIL: shirley.setzler@pdpgroupinc.com
	ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Continental Casualty Company (CNA)
	INSURER B: The Continental Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED
Glenn Polk Autoplex, Inc dba Glenn Polk Autoplex
4330 North I-35
Gainesville, TX 76240

COVERAGES PROD / CUSTOMER ID: GLENPOL-01

CERTIFICATE #: 220433541

REVISION #:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GARAGE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ Prem. Liab.	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS USED IN GARAGE BUSINESS	AYA737204936	5/1/2023	5/1/2024	AUTO ONLY (Ea accident) \$ 1,000,000 OTHER THAN AUTO ONLY EA ACCIDENT \$ 1,000,000 AGGREGATE \$ 2,000,000
	☐ GARAGE KEEPERS LIABILITY ☐ LEGAL LIABILITY ☐ DIRECT BASIS ☐ PRIMARY ☐ EXCESS					COMP / OTC LOC \$ SPECIFIED PERILS LOC \$ COLLISION LOC \$ LOC \$
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		AYA737204936	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000	☒ OCCUR ☐ CLAIMS-MADE	AYU737204872	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 20,000,000 OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under REMARKS below	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Sherman
P.O. Box 1106
Sherman TX 75091-1106

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 2010-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: GLENPOL-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY PDP Group Inc.		NAMED INSURED Glenn Polk Autoplex, Inc dba Glenn Polk Autoplex 4330 North I-35 Gainesville, TX 76240
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 30 FORM TITLE: CERTIFICATE OF GARAGE INSURANCE

Name of Project: PURCHASE OF THREE NEW DODGE RAM AMBULANCE CHASSIS FOR THE SHERMAN FIRE

City of Sherman, its officers, agents, representatives and employees are an Additional Insured under the Garage/General Liability as required by written contract.

Waiver of Subrogation applies under the Garage/General Liability in favor of the Additional Insured as required by written contract.

Policy provisions have a 30-day notice of cancellation except for non-payment which is 10 days.

Exhibit C

City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

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

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

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

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

	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.
<u> </u>	4. Professional Liability	▪ Minimum \$1,000,000.00 each claim; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of \$ 2,000,000.00.
<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 City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

- X 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.
- X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
- X 10. The Certificate of Insurance must state the project title.
11. Other Insurance Requirements (State Below):

Exhibit D
Affidavit of No Prohibited Interest

THE STATE OF Texas §

THE COUNTY OF Cooke §

I, Jennifer Papp, an authorized agent of Contractor, make this affidavit and hereby under 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 under this Agreement (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) 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).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other: _____.

X _____ 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, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

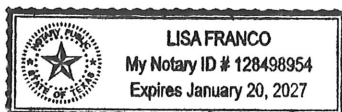
Signed this 4th day of march, 2024

Jennifer Papp/CFO
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Jennifer Papp, 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 4 day of March, 2024.

Lisa Franco
Notary Public in and for the State of Texas
My commission expires: 01.20.2027



CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Glenn Polk Autoplex Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

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.

Not applicable

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 Glenn Polk, CFO
Signature of vendor doing business with the governmental entity

March 4, 2024
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

✓ to complete later

NOTE: TEC Form 1295 will not be required for all submitting contractors, but, will be required from the recommended contractor prior to award. Verification Form 2270 is required with all proposal submittals. See next page for forms. ✓

INSTRUCTIONS for State Law Mandated Certificate of Interested Parties Form (Form 1295)

1. Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Sherman City Council must be accompanied by an original signature unsworn declaration, Certificate of Interested Parties, Form 1295.
2. Form 1295 must be completed in accordance with the TEC Rules: (<https://www.ethics.state.tx.us/legal/ch46.html>) and Section 2252.908 of the Texas Government Code, as amended: (<http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB01295F.htm>).
3. For questions or issues regarding the TEC rules and state law provisions and how Form 1295 should be completed, please consult with your own legal counsel.
4. In order to fill out and submit Form 1295, you will need to log in as directed on the TEC website: <https://www.ethics.state.tx.us/whatsnew/elfinfoform1295.htm>

Tutorials for creating an account and for creating and submitting Form 1295 may also be found on this web page.

5. Please provide the bolded information exactly as it appears below when creating your certificate:

Who is the contract with? Click the button for **Other**

Governmental Entity

Agency/Entity Name: **City of Sherman**

Contract ID Number: **2024-09**

Description of Goods and Services to be provided: **Purchase of Three New Dodge Ram Ambulance Chassis for the Sherman Fire Department**

6. All other fields as required or as applicable to the individual vendor must be completed as explained in the tutorial video.
7. Vendors must provide a signed, original signature copy of this form along with four signed, notarized, original signature copies of the contract no later than 14 days after Notice of Recommendation for Award is received. All documents shall be signed by an Officer, Director or other Authorized Agent of the company. If the individual signing as Authorized Agent is not an officer or director of the company, appropriate documentation must be included with these documents to confirm that the individual has the authority to bind the company contractually.

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,
2. Will not boycott Israel during the term of the contract.

SIGNED BY:

Print Name & Title:

Firm Name:

Date Signed:

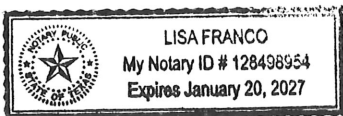
Jennifer Popp
Jennifer Popp, CFO
Glenn Palk Autoplex Inc.
March 4, 2024

NOTARIZATION

THE STATE OF Texas)
)
COUNTY OF COOKE)

BEFORE ME, the undersigned notary public on this day personally appeared Jennifer Popp, on behalf of Glenn Palk Autoplex Inc (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 4 day of March, 2024.



Lisa Franco
NOTARY PUBLIC IN AND
FOR THE STATE OF TEXAS

The following definitions apply to Texas Government Code Section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

GLENN POLK AUTOPLEX
4330 N INTERSTATE 35
GAINESVILLE, TX 762401965

Configuration Preview

Date Printed: 2024-02-26 6:12 PM
Estimated Ship Date:

VIN:
VON:

Quantity: 3
Status: BA - Pending order

Sold to:
GLENN POLK AUTOPLEX (44678)
4330 N INTERSTATE 35
GAINESVILLE, TX 762401965

Ship to:
GLENN POLK AUTOPLEX (44678)
4330 N INTERSTATE 35
GAINESVILLE, TX 762401965

Vehicle: 2024 4500 REG CAB CHASSIS 4X2 (168.5 in WB - CA of 84 in) (DP4L64)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	DP4L64	4500 REG CAB CHASSIS 4X2 (168.5 in WB - CA of 84 in)	53,760	49,998
Package:	2YA	Customer Preferred Package 2YA	0	0
	ETN	6.7L I6 Cummins Turbo Diesel Engine	9,295	8,552
	DF2	6-Spd Auto Aisin AS69RC HD Trans	1,000	920
Paint/Seat/Trim:	PR4	Flame Red Clear Coat	0	0
	APA	Monotone Paint	0	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0	0
	-X8	Black/Diesel Gray	0	0
Options:	UBD	Uconnect 5 W 8.4" Display (USA)	1,215	1,117
	GFD	Rear Sliding Window	295	272
	TAJ	225/70R19.5G FT All Pos RR Traction	250	231
	CBE	40/20/40 Split Bench Seat	0	0
	WP2	19.5x6.0 Aluminum Whls (Set of 6)	1,995	1,836
	Z4C	GVW Rating - 16000#	0	0
	AZB	Heavy Duty Front Suspension Group	260	240
	AH2	Ambulance Prep Group	935	860
	XNR	Manual DPF Regeneration	345	317
	A61	Tradesman Level 1 Equipment Group	1,880	1,729
	XAC	ParkView Rear Back-up Camera	495	456
	5N6	Easy Order	0	0
	163	Zone 63-Dallas	0	0
	4EA	Sold Vehicle	0	0
Destination Fees:			1,995	1,995

Total Price: **73,720** **68,523**

Order Type: Retail
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name:
Customer Address:

PSP Month/Week:
Build Priority: 99

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

GLENN POLK AUTOPLEX
4330 N INTERSTATE 35
GAINESVILLE, TX 762401965

Configuration Preview

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City Council Regular Meeting

Agenda Item No. F.5.

Meeting Date: 4/1/2024

Prepared By: Christopher Armstrong, Assistant City Engineer

Approved By: Teri Fine, Assistant to the City Manager

Caption:

*** RESOLUTION NO. 7278**

Authorizing Execution of a Professional Services Agreement with Huitt-Zollars, Inc, for Erosion Evaluation and Design At West Hill Cemetery

Issue:

To consider a Professional Services Agreement with Huitt-Zollars, Inc. for Erosion Evaluation and Design At West Hill Cemetery

Background:

Sand Creek has been eroding the banks of the channel along the West Hill Cemetery. After years, the erosion has begun to encroach into the cemetery. This Professional Services Agreement is to analyze the creek to determine and design the most cost-effective solution to repair or stabilize the existing stream banks to prevent future erosion.

Origination:

Engineering Department

Financial Consideration:

The total funding needed for this contract is \$218,750.00. Funding will be provided by 2023 COs.

Staff Recommendation:

It is recommended that the professional service agreement with Huitt-Zollars, Inc. be approved.

Alternatives:

As may be directed by City Council.

Attachments:

1. Resolution No. 7278
2. Location Map
3. Professional Services Agreement

RESOLUTION NO. 7278

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HUITT-ZOLLARS, INC. FOR EROSION EVALUATION AND DESIGN AT WEST HILL CEMETERY; 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 Huitt-Zollars, Inc. for Erosion Evaluation and Design at West Hill Cemetery, 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 1st day of April 2024.

CITY OF SHERMAN, TEXAS

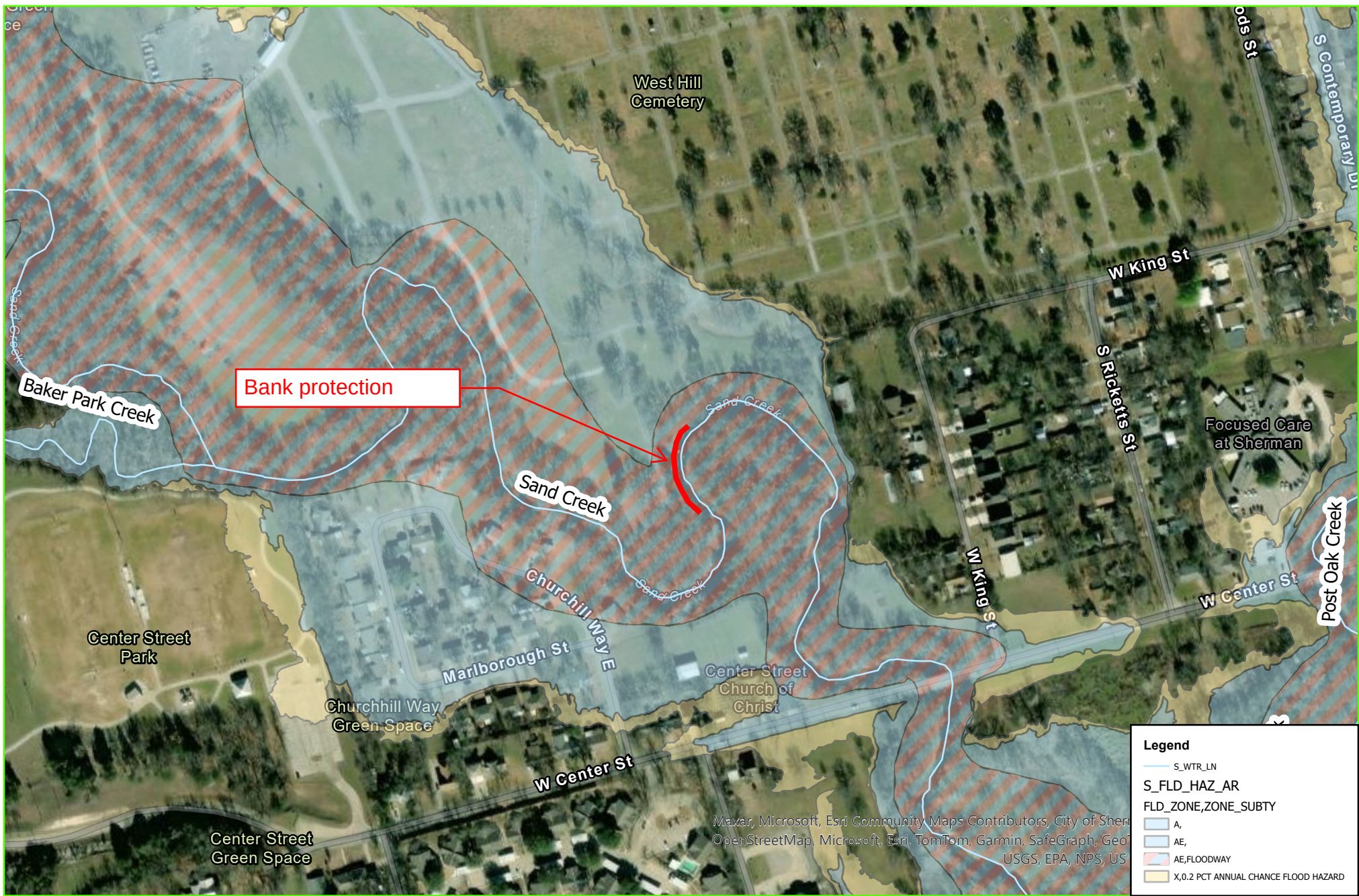
ATTEST:

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



Site Location
Sand Creek at West Hill Cemetery

AGREEMENT
BETWEEN
THE CITY OF SHERMAN, TEXAS AND
HUITT-ZOLLARS, INC.
FOR
PROFESSIONAL SERVICES

Made as of the _____ day of _____, 2024:

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

and Consultant: **Huitt-Zollars, Inc.**
 1800 Teague Drive, Suite 100
 Sherman, TX 75090
 Telephone: (903) 328-2090
 Facsimile: (903) 328-2089

for the following Project: **Erosion Evaluation and Design at West Hill Cemetery**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Hutt-Zollars, 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 **Erosion Evaluation and Design at West Hill Cemetery** 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 a written amendment to this Agreement, may be authorized from time to time by City ("**Amendment**").
- 1.2.1 **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 amount shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Amendment.
- 1.2.2 **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 **Two Hundred Eight Thousand Two Hundred Fifty Dollars (\$208,250.00)**; and (b) for Special Services, in an amount not to exceed **Ten Thousand Five Hundred Dollars (\$10,500.00)** (collectively, "Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Engineering 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**.

- 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 Exhibit G. The rates set forth in Exhibit G are subject to reasonable change provided prior written notice of said change is given to and approved by City.
- 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

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:

Clay Barnett, P.E., CFM

Vice President

Huitt-Zollars, Inc.

1800 Teague Drive, Suite 100

Sherman, TX 75090

Telephone: (903) 328-2090

Email: cbarnett@huitt-zollars.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 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.

12.1.7 **Exhibit G**, 2024 Hourly Rate Sheet

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, or **Exhibit E** 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 E** 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 Grayson 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** – 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.
- 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 current 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 current 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

By: _____
Robby Hefton, City Manager

CONSULTANT:

Huitt-Zollars, Inc.
a Texas Corporation

By: 
Thomas C. Barnett, Vice President

APPROVED AS TO FORM:

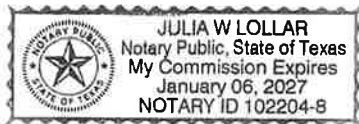
Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys

STATE OF TEXAS §

COUNTY OF Grayson §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **THOMAS C. BARNETT**, 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 PRESIDENT AND DULY AUTHORIZED REPRESENTATIVE FOR **HUITT-ZOLLARS, INC.**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25 DAY OF March 2024.



Julia W Lollar
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 1-6-2027

EXHIBIT A SCOPE OF SERVICES

I. PROJECT DESCRIPTION

Professional engineering services for the study and evaluation of the streambank erosion and scouring issues along Sand Creek from approximately W Center Street to W Lamar Street (General Channel Assessment), as well as the design and production of construction documents for a portion of the channel near the southern end of the West Hill Cemetery (Detailed Design). We understand that the goal of the General Channel Assessment portion of this scope of services is to evaluate the condition of this reach of the creek and determine long-term trends and potential channel restoration activities within the reach. Whereas the goal of the detailed design portion of the scope is to provide protection to a portion of the cemetery where active erosion poses risk to existing cemetery plots and adjacent vehicle path. Figure 1 depicts the approximate limits of detailed channel design and Figure 2 provides approximate limits of the General Channel Assessment.

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, 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:
 - i 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.
 - ii Attend review meeting with the City at the end of each design phase.

EXHIBIT A SCOPE OF SERVICES

- iii Prepare and submit monthly invoices in the format acceptable to the City.
- iv Prepare and submit monthly progress reports.
- v Prepare and submit baseline Project Schedule initially, Project Schedule updates, and updated Opinion of Probable Construction Cost with each plan submittal.
- vi 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.
- vii 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.
- viii Attend additional project coordination meetings, if needed.

III. TASK SUMMARY. BASIC SERVICES

1.0 Survey

Perform research to identify property owners adjacent to the creek. Perform field survey to locate boundary corners. Perform calculations and analysis of data to determine boundary lines. Prepare legal descriptions and exhibit maps for up to 3 temporary easements and 2 permanent easements for construction for the selected alternative.

Prepare design-level topographic survey of the project limits as shown on the attached figure. Provide survey base file, including horizontal and vertical control information, in state plane coordinates and submitted in .DWG format.

2.0 Geotechnical Investigation

2.1 Field Services

Perform two (2) borings drilled to a depth of 40 feet within the footprint of the proposed structure.

The borings will be drilled and sampled using a truck-mounted drilling rig or an ATV rig. Soil samples, obtained through conventional tube or split-barrel (standard penetration test) methods, will be collected based on the encountered soil conditions. Bedrock strata will be tested periodically by use of Texas Department of Transportation (TxDOT) cone penetration tests. Subsurface samples will be preserved and labeled with the corresponding boring number and depth on-site and later undergo comprehensive description in the laboratory by a qualified geologist or engineer. Observed groundwater will be recorded during and at completion of drilling. At completion of drilling operations, borings will be backfilled with onsite cuttings near the surface grade. Backfilled borings are expected to settle over time and should be monitored. The geotechnical subconsultant will not be responsible for any additional backfilling required in the future or any damage or injury that may result from

EXHIBIT A SCOPE OF SERVICES

settlement of the boreholes after the initial backfilling process.

2.2 **Laboratory Services**

Laboratory tests will be performed to evaluate soil index, volume change, strength of subsurface materials, and to provide data for analysis. These tests may include, but are not limited to:

- Moisture content
- Atterberg limits
- Percent passing #200 sieve
- Overburden swells
- Sieve analysis
- Hydrometer analysis
- Direct shear tests
- Unit weight determinations
- Unconfined compression tests on soil

The geotechnical subconsultant will retain recovered samples for 30 days after submission of the geotechnical report, unless otherwise arranged by the client.

2.3 **Engineering Services**

Prepare an engineering report to present the results of the field investigation and laboratory data. Provide an electronic copy of the report. The report will address:

- A plan sheet indicating the approximate location of each boring.
- A log of each boring with boring number, depth of each stratum, material description, soil classification with laboratory test results, and groundwater information.
- A discussion of subsurface soil and groundwater conditions.
- A brief discussion of the site geology.
- Estimates of soil movement related to settlement and expansive soils (if present).
- Outline of the engineering properties of the natural soils present, and any existing fill, if encountered.
- Recommendations for foundation type, depth and allowable loading, uplift considerations, and Seismic Site Class (2018 IBC).
- Recommendations for earthwork, including material type(s), compaction, and backfill requirements.
- Recommendations for retaining wall, including global slope stability analysis, gabion, tieback, and lateral pressure for design of below-grade walls.

3.0 **Data Collection**

Review the city's hydraulic model for Sand Creek, FEMA FIS, historic aerial photos, and related information provided by the city. The city will provide the project hydraulic model.

EXHIBIT A

SCOPE OF SERVICES

Conduct a detailed site investigation and document photos of Sand Creek conditions from approximately W. Center Street to W. Lamar Street as shown in Figure 2 (entire project area). The site investigation will also include examination of the potential overflow channel area shown in Figure 1.

4.0 Geomorphic Assessment

Based on site visit observations and a review of historic aerial photos, available plans, and hydraulic model cross-section data, assess historic vertical and horizontal changes of the stream. Assessment will include identification of locations that exhibit headcutting, bank sloughing, global bank stability failures, channel widening, and bend scour. The purpose of the assessment is to examine stream stability and characterize the existing condition of Sand Creek within the entire project area.

5.0 Existing Conditions Hydraulic Modeling

HZ will examine the existing hydraulic model for Sand Creek (provided by the city) and will update the model to utilize best available topographic information, including city or TNRIS LiDAR data and topographic data acquired by the city for the detailed design portion of the project. Discharges will be used in the analysis. Manning's 'n' values will be assessed in the field and revised in the hydraulic model, if necessary, to create a corrected effective model. The model will then be further revised by supplementing it with additional cross-sections as needed to define hydraulic conditions along the entire project area, with particular detail within the cross-sections located within the detailed design area. This model will reflect existing conditions and will be used as a baseline for comparing against proposed improvements.

6.0 Detailed Design

Detailed design will be prepared for the portion of the stream near the existing channel erosion as shown in Figure 1. This effort will begin with the development of concept alternatives and continue through preparation of plans, specifications, and estimates as well as construction support.

6.1 Concept Design Alternatives

This task applies only to the Detailed Design Area, which encompasses under 200 feet of stream bank protection plus an overflow channel as shown in Figure 1. After review of the existing conditions hydraulic results we will develop shear stress estimates within the detailed design area. Proposed alternatives will then be developed for restoring the eroded stream bank and protecting existing cemetery plots within the approximate location displayed in Figure 1.

We anticipate developing a typical stream bank section that includes hard armoring of the toe of slope and a bioengineered bank slope. Assessment of shear stresses, channel geometry, and restrictions on the project footprint will govern how much of the bank above the toe of slope will require hard armoring, if any.

EXHIBIT A SCOPE OF SERVICES

We will examine up to two alternative concepts that provide additional floodplain conveyance in order to offset potential impacts of fill placed within the floodplain for construction of the channel bank protection. One of these alternatives will include evaluation of overflow channel excavation in the general location as shown in Figure 1. Some grading activity on the opposite bank of the erosion area may also be considered. Preliminary alignments will be developed for the channel bank protection, overflow channel, and other improvements.

Concept-level hydraulic modeling will be prepared for the two alternatives in order to evaluate the proposed alternatives and to verify the alternatives are not expected to adversely impact areas upstream or downstream of the project.

6.2 Concept Design Memorandum

Develop a draft memorandum that summarizes the Concept Design assessments and findings and describes a recommended alternative. The two alternative concepts will be evaluated based upon cost, constructability, maintenance requirements, compliance with a Nationwide 404 Permit (without notification), and hydraulic impacts.

Develop final memorandum of findings based upon city review comments of the draft memorandum.

6.3 Preliminary Design (60%)

For the selected concept alternative, we will prepare 60% design drawings.

1. Develop approximate grading plan
2. Prepare Draft hydraulic model of proposed conditions
3. Verify no adverse impact; verify hydraulic design parameters
4. Develop alignment data sheet
5. Develop plan / profile at 1" = 10 feet horiz. (4 sheets)
6. Develop Typical Detail Sheets
 - a. Short (4-6 feet) Gabion toe wall (1 sheet)
 - b. Toe wall protection detail (stone riprap) (1 sheet)
 - c. Bio-engineered channel slope details (2 sheets)
 - d. Channel transition / terminus alignment control (1 sheet)
 - e. Overflow channel detail and terminus (1 sheet)
7. Prepare preliminary opinion of probable construction cost
8. Prepare draft Hydraulic Report
9. Design review meeting

6.4 Pre-Final Design (95%)

1. Respond to City Comments & revise design accordingly
2. Refine alignment and typical sections
3. Develop post-project DTM
4. Develop final hydraulic model & verify no adverse impact
5. Finalize alignment data sheet

EXHIBIT A SCOPE OF SERVICES

6. Finalize plan / profile sheets
7. Finalize detail sheets
8. Prepare construction access plan
9. Prepare Quantity Sheet
10. Prepare draft special specifications (if necessary)
11. Prepare SWPPP Erosion Control Sheet w/applicable BMPs
12. Prepare & submit final hydraulic report
13. Field Check plans for accuracy
14. Submit plans for final review

6.5 Final Submittal

1. Respond to City comments
2. Finalize all drawing sheets
3. Prepare final quantities and OPCC
4. Submit set of final plans and special specifications

7.0 General Channel Assessment & Recommendations

Based upon a review of field conditions, available historic aerial imagery, information, historic development and future anticipated development, HZ will prepare a geomorphologic assessment of the reach of Sand Creek as shown in Figure 2. HZ will assess velocities, shear stress, publicly available soils information, and existing channel characteristics as a part of this assessment. HZ will prepare a plan view map that highlights areas that are more susceptible to future channel bed and bank erosion. HZ will prepare a narrative discussion of erosion risk and recommended locations to be considered for mitigation of the areas of higher erosion risk combined with a higher consequence of potential damage. The narrative will include a list of potential alternatives to be considered at each of these areas of higher risk.

8.0 Waters of the United States Delineation (Upon Request)

HZ's subconsultant, Integrated Environmental Solutions, LLC (IES), will provide professional services to delineate all waters of the United States, including wetlands, within the project sites. IES wetland ecologist will delineate the jurisdictional limits of the streams based on 33 CFR 328.3[e] and delineate the jurisdictional limits of any wetlands based on the 1987 USACE Wetland Delineation Manual and current Regulatory Guidance Letters. IES will record the limits of the potentially jurisdictional limits with a flagging or painting rock on the channel and Global Positioning System that is capable of sub-meter accuracy. After the delineation is completed, IES will digitize these waters of the United States illustration purposes. This delineation will be provided to the engineer/client for inclusion in their engineering plans to avoid and minimize impacts to waters of the United States and ultimately sufficient for inclusion in a Section 404 permit, if necessary. IES will summarize the applicable Nationwide Permits for each of the proposed sites (e.g., NWP 3, 12, 13, 14, and others). This summary will include detailed quantitative and qualitative conditions for use of the applicable NWPs.

The deliverables for this scope of services is a letter report that summarizes the delineation within the project site. The letter report will include:

EXHIBIT A SCOPE OF SERVICES

- Delineation map of the jurisdictional waters of the United States;
- Routine Wetland Determination Data Forms completed for all potential wetlands (including any questionable wetlands);
- Representative photographs of upland and jurisdictional sites; and
- Descriptions of the site and each jurisdictional area (i.e., topography, soils, plant communities, historic land use, stream characteristics, and ultimately the quality); and
- A Nationwide Permit assessment for the overall project and evaluation as to whether a Pre-Construction Notification is necessary.

9.0 **Nationwide Permit 13 PCN (Upon Request)**

Task 1 – Waters of the United States Delineation

IES will provide professional services to delineate all waters of the United States, including wetlands, within the project sites. IES wetland ecologist will delineate the jurisdictional limits of the streams based on 33 CFR 328.3[e] and delineate the jurisdictional limits of any wetlands based on the 1987 USACE Wetland Delineation Manual and current Regulatory Guidance Letters. IES will record the limits of the potentially jurisdictional limits with a flagging or painting rock on the channel and Global Positioning System that is capable of sub-meter accuracy. After the delineation is completed, IES will digitize these waters of the United States illustration purposes. This delineation will be provided to the engineer/client for inclusion in their engineering plans to avoid and minimize impacts to waters of the United States and ultimately sufficient for inclusion in a Section 404 permit, if necessary. IES will summarize the applicable Nationwide Permits for each of the proposed sites (e.g., NWP 3, 12, 13, 14, and others). This summary will include detailed quantitative and qualitative conditions for use of the applicable NWPs.

The deliverables for this scope of services is a letter report that summarizes the delineation within the project site. The letter report will include:

- Delineation map of the jurisdictional waters of the United States;
- Routine Wetland Determination Data Forms completed for all potential wetlands (including any questionable wetlands);
- Representative photographs of upland and jurisdictional sites; and
- Descriptions of the site and each jurisdictional area (i.e., topography, soils, plant communities, historic land use, stream characteristics, and ultimately the quality); and
- A Nationwide Permit assessment for the overall project and evaluation as to whether a Pre-Construction Notification is necessary.

Task 2 – Nationwide Permit 13 PCN

The proposed activities associated with the bank stabilization projects will involve grading and bank stabilization to protect adjacent properties from loss. This task assumes that one or more of the bank stabilization project sites contain jurisdictional water features and the proposed improvements exceed the thresholds for notification to the USACE (i.e., greater than 500 linear feet, greater than an average of 1 cubic yard per running foot of discharge, or impacts to special aquatic sites. IES will provide professional services to (1) prepare and submit a NWP 13 PCN or the appropriate NWP for the proposed project, and (2) provide coordination with the USACE Fort Worth District.

Although this project may only have minor impacts (i.e., those that are allowed under the

EXHIBIT A SCOPE OF SERVICES

NWP program), the NWP PCN must detail the planning process, the components of the project, impacts to waters of the United States as a result of the proposed project, and compensatory mitigation for those unavoidable impacts if necessary. The cornerstone of the NWP PCN would be to detail the ecological features of the waters of the United States present on the site and how these ecological features relate to the functional condition of the waters. IES would detail these ecological functions and values based on the current condition of the site. Once these baseline conditions are accepted by the USACE, these will be the functions and values that will be mitigated for. All permit applications to the USACE require mitigation for unavoidable impacts to waters of the United States. There are three forms of mitigation which are primarily identified and conducted during project planning: avoidance, minimization, and compensatory. Avoidance and minimization mitigation strategies must be completed and documented before any permit is authorized by the USACE. Although the project does not have significant impacts, there are still requirements, by law, that there are no net loss of the functions and values of jurisdictional waters. However due to the small size of the project sites and disturbed nature, IES will present arguments for no compensatory mitigation for the proposed activities.

Utilizing the USACE standard form for NWP PCN submittals, IES will be assemble and submit the following to the USACE:

- Description of the proposed action;
- Description of the site, including a delineation of the waters of the United States;
 - Functional assessment;
 - Wetland data forms;
 - Representative photographs; and
 - Supporting illustrations;
- Alternatives analysis to the proposed action that do not impact waters of the United States;
- Description of the project's avoidance and minimization efforts;
- Quantitative and qualitative description of the unavoidable impacts to the waters of the United States; and
- A description as to why there is no need for a compensatory mitigation plan.

10.0 Construction Phase Support

Consultant will address technical questions and sheet modifications as needed during construction. A \$10,500 budget is assumed for these services.

EXHIBIT A SCOPE OF SERVICES

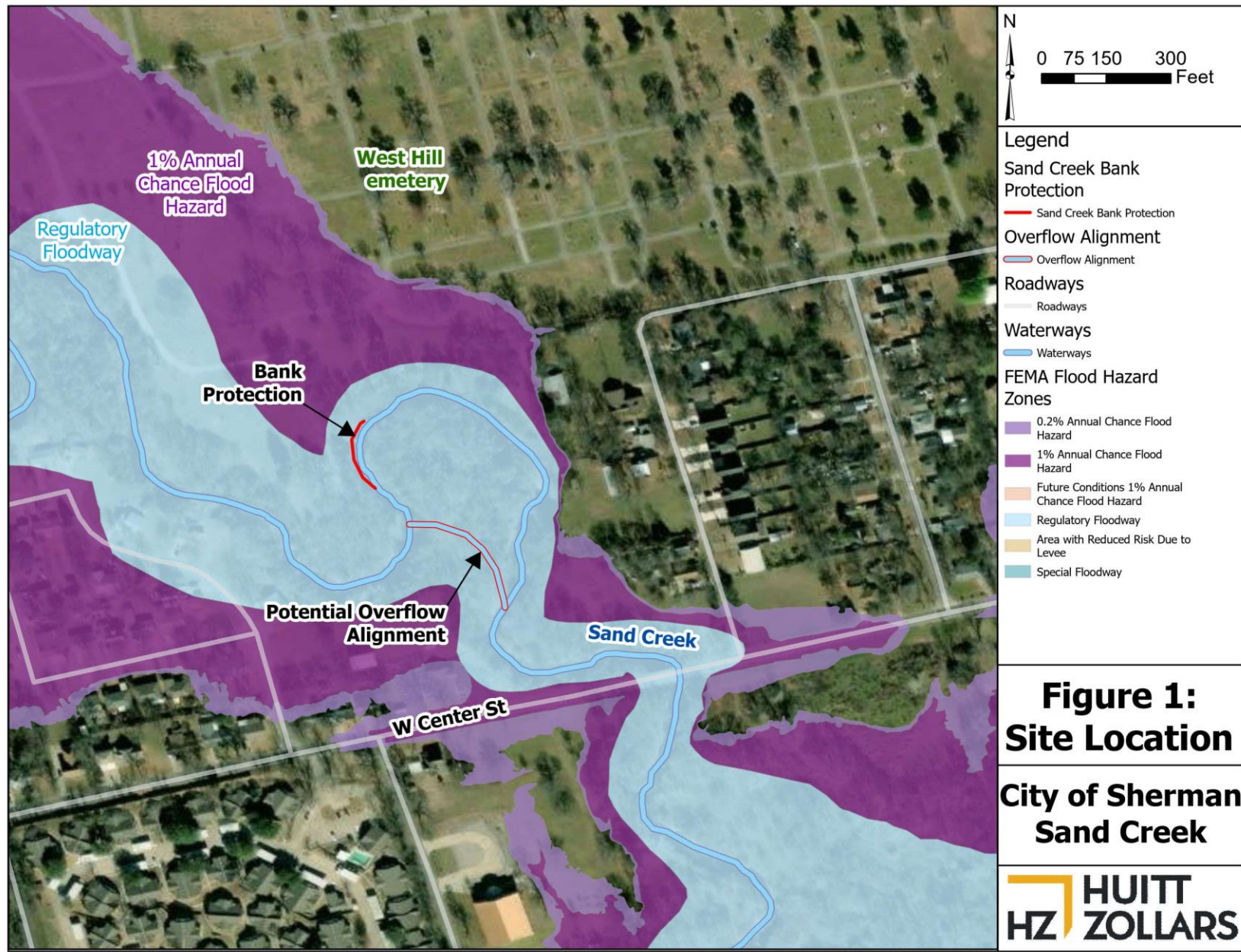


EXHIBIT A SCOPE OF SERVICES

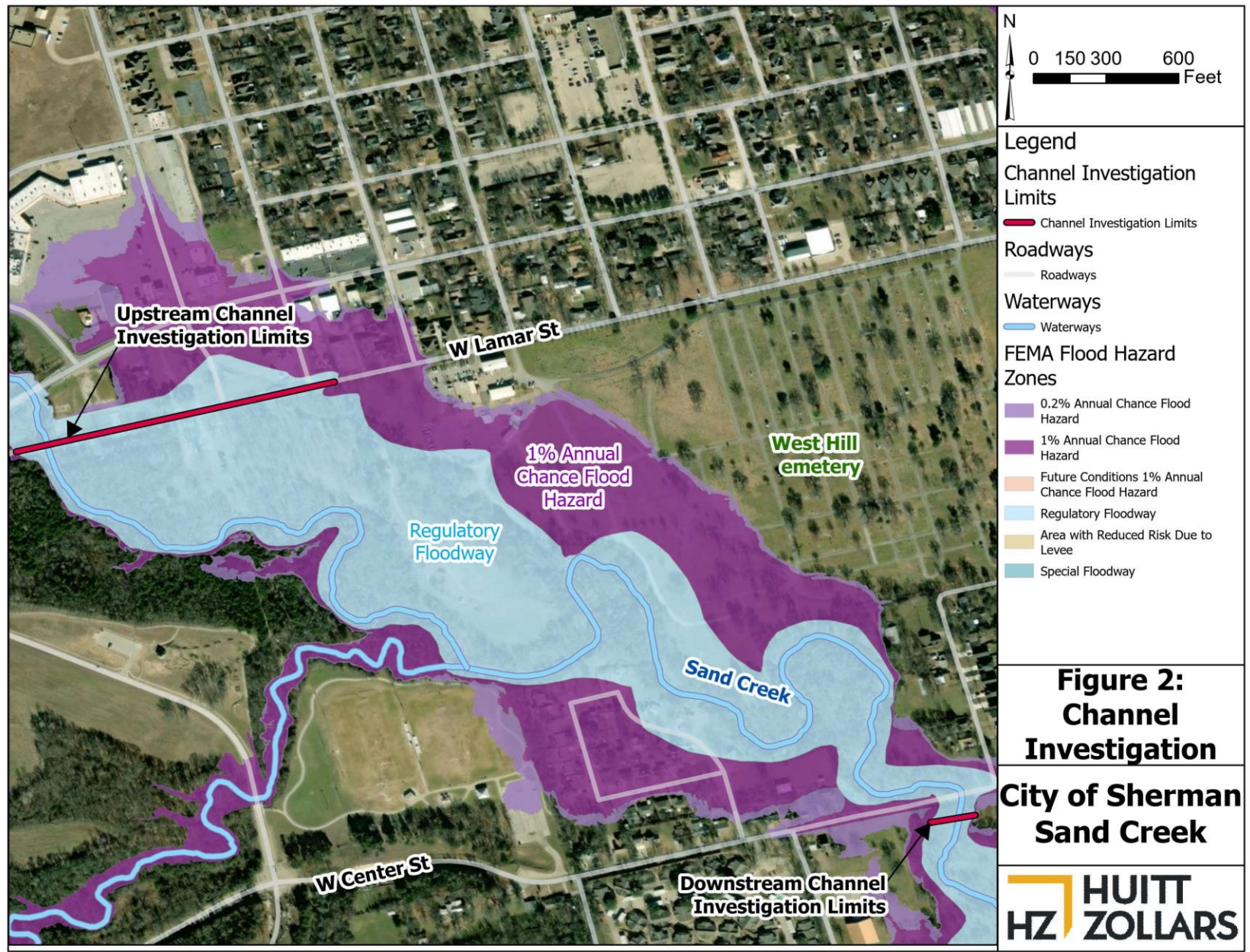


EXHIBIT A SCOPE OF SERVICES

i.

IV. 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. Annual reporting for SWPPP
2. Bid phase services
3. Boundary survey
4. Construction phase storm water pollution prevention plan (SWPPP) or services
5. Construction site monitoring or inspections.
6. Construction staking services.
7. Environmental studies/reports.
8. Legal descriptions and easement documents.
9. Retaining/Decorative wall plans and structural calculations.
10. Separate specification documents.
11. Topographic mapping other than specified.
12. Upstream or downstream storm drainage analysis.
13. Cultural Resource Surveys (Historic, Prehistoric and/or Cemetery Investigations)
14. Any other work tasks not specifically set forth in EXHIBIT A.III - TASK SUMMARY, BASIC SERVICES.

B. **Conditions of Service**

1. Collateral damage to landscaping and/or flatwork may occur in the event of limited access. HZ will not be responsible for any damage to these items or for any repair. If the above conditions are not met and the project site is not accessible to the drilling rig at time of initial mobilization, standby and travel time (portal to portal) will be billed at the rate of \$250/hour for additional mobilizations.
2. HZ will contact DigTess/Texas 811 Once Call for general subsurface utility clearing within the easements. Location and marking any private non-franchise subsurface utilities or other structures and/or items which might be damaged during the field services is not included in this scope. These services must be provided by the Client, if desired, before drilling can proceed. If requested, these services can be provided by a third-part vendor to HZ for an additional fee. HZ will not be responsible for damaged utilities that are not clearly marked.

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
PROJECT BUDGET SUMMARY

A. Compensation

The services to be provided for this Project include two types of work. The first is work which has a clearly defined scope and for which a Lump Sum (LS) fee can be developed and agreed upon and billed monthly on a percentage complete basis.

The second is work elements such as Construction Phase Services. Since the level of effort for these scope elements are not easily defined, the fee for these services has been established with an estimated budget and will be billed monthly on an Hourly Not-to-Exceed (HNTE) basis using the attached Hourly Rate Sheet (see Attachment A).

1.0	<u>Survey</u>	6,600	(LS)
2.0	<u>Geotechnical Investigation</u>	7,500	(LS)
3.0	<u>Data Collection and Review</u>	16,995	(LS)
4.0	<u>Geomorphic Assessment</u>	13,695	(LS)
5.0	<u>Existing Conditions Hydraulic Modeling</u>	10,350	(LS)
6.0	<u>Detailed Design</u>	102,970	(LS)
7.0	<u>General Channel Assessment & Recommendations</u>	35,840	(LS)
8.0	<u>Waters of the United States Delineation (Upon Request)</u>	3,300	(LS)
9.0	<u>Nationwide Permit 13 PCN (Upon Request)</u>	11,000	(LS)
	<u>Sub Total for Design Phase Services</u>	208,250	(LS)
10.0	<u>Construction Phase Services</u>	10,500	(HNTE)
	<u>Sub Total for Construction Phase Services:</u>	10,500	(HNTE)
	<u>Total for All Above Services:</u>	218,750	(LS + HNTE)

Reimbursable Expenses

Reimbursable expenses are estimated at \$1,000 which includes deliveries, mileage, reproduction of plans, etc. Expenses shall be compensated based upon the attached Hourly Rate Sheet. If additional budget is required a separate scope and fee will be submitted to the Client for review and approval.

Total Estimated Budget

Our total estimated budget for this project is \$218,750.00 plus \$1,000 for reimbursable expenses.

EXHIBIT C
GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

1. Files shall be 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.

Text should not be smaller than 0.08" on a full size sheet, and should be a font such as 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

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.

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
<u> </u>	3. XCU Coverage	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

-
- | | | | |
|---------------|-----|---|--|
| <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.		
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		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021

EXHIBIT G 2024 HOURLY RATE SHEET



Dallas/ Fort Worth Office

2024 HOURLY RATE SHEET

Engineering/Architecture

Principal	\$325.00
Sr. Project Manager	\$285.00
QA Manager	\$300.00
Design Principal	\$310.00
Sr. Structural Engineer	\$270.00
Project Manager	\$240.00
Sr. Civil Engineer	\$250.00
Sr. Mechanical Engineer	\$250.00
Sr. Electrical Engineer	\$250.00
Civil Engineer	\$200.00
Structural Engineer	\$200.00
Mechanical Engineer	\$200.00
Electrical Engineer	\$200.00
Plumbing Engineer	\$200.00
EIT	\$155.00
Sr. Architect	\$250.00
Sr. NL Architectural Staff	\$170.00
NL Architectural Staff	\$135.00
Architect	\$175.00
Architect Intern 1	\$110.00
Architect Intern 2	\$120.00
Architect Intern 3	\$145.00
Sr. Landscape Architect	\$195.00
Landscape Architect	\$155.00
Landscape Architect Intern	\$115.00
Sr. Planner	\$300.00
Planner	\$165.00
Planner Intern	\$130.00
Sr. Sustainability Professional	\$175.00
Sustainability Professional	\$145.00
Sr. Designer	\$175.00
Designer	\$140.00
Sr. CADD Technician	\$160.00
CADD Technician	\$110.00

Interior Design

Sr. Interior Designer	\$ 155.00
Interior Designer	\$ 125.00
Interior Designer Intern	\$ 100.00

Survey

Survey Manager	\$240.00
Sr. Project Surveyor	\$200.00
Project Surveyor	\$150.00
Sr. Survey Technician	\$130.00
Survey Technician	\$120.00

Survey Crews

1-Person Survey Crew	\$120.00
2-Person Survey Crew	\$180.00
3-Person Survey Crew	\$205.00

Construction

Sr. Construction Manager	\$220.00
Construction Manager	\$200.00
Resident Engineer	\$155.00
Sr. Resident Project Representative	\$200.00
Resident Project Representative	\$160.00
Sr. Construction Inspector	\$155.00

Administrative

Sr. Project Support	\$115.00
Project Support	\$100.00

Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate

**Subject to Annual Escalation



City Council Regular Meeting

Agenda Item No. F.6.

Meeting Date: 4/1/2024

Prepared By: Shawn Hackworth, IT Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7279**

Authorizing the Purchase of Rubrik Backup Hardware and Subscription for Data Protection, Backup, and Recovery of Information Systems through CDW-G under the TXDIR - Rubrik Carahsoft DIR-CPO-4444 (DIR-CPO-4444)

Issue:

Existing information systems are growing beyond current capacity to protect and recover critical systems.

Background:

Data growth of information systems necessitates expansion of backup systems with an immutable backup system to protect against data loss of critical systems. This agenda item authorizes purchase of equipment and related annual maintenance of the equipment used for these purposes.

Origination:

Payment Approval - Rubrik Backup

Financial Consideration:

This is budgeted in FY23-24. Equipment cost is \$128,388.42, with an annual subscription cost of \$82,230 in subsequent years.

Staff Recommendation:

Staff recommends approval.

Alternatives:

None.

Attachments:

1. Resolution No. 7279
2. CDWG - Quote
3. Rubrik - Proposal

RESOLUTION NO. 7279

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF RUBRIK BACKUP HARDWARE AND SUBSCRIPTION FOR DATA PROTECTION, BACKUP, AND RECOVERY OF INFORMATION SYSTEMS THROUGH CDW-G UNDER THE TXDIR - RUBRIK CARAHSOFT DIR-CPO-4444 (DIR-CPO-4444); 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 the purchase of Rubrik Backup Hardware for data protection, backup, and recovery of information systems in an initial amount of One Hundred Twenty-Eight Thousand Three Hundred Eighty-Eight dollars and Forty-Two cents (\$128,388.42) and with an annual subscription of Eighty-Two Thousand Two Hundred Thirty dollars (\$82,230) for each subsequent year, through the DIR-CPO-4444 contract; 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 1st day of April 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



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

SHAWN HACKWORTH,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NTXX097	3/15/2024	RUBIRK 48TB+96TB RAW ENT+ RENE	4272120	\$128,388.42

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Rubrik Foundation Edition License + Premium Support Mfg. Part#: RS-BT-FE-PE-PP Rubrik Foundation Edition; per usable BETB; Premium support; prepay HW: RHA-6408S- 01 Term: 12 Months QTY 60 X 12 Months = 720 Rubrik, Inc. - RS-BT-FE-PE-PP Electronic distribution - NO MEDIA Contract: TXDIR - Rubrik Carahsoft DIR-CPO-4444 (DIR-CPO-4444)	720	7144057	\$44.70	\$32,184.00
RUBRIK CDM SW USABLE BETB PREM LIC Mfg. Part#: RS-BT-RCDM-T Rubrik Cloud Data Management Software, per usable BETB, Premium Support, 1 Year Support Term: 7 Months QTY 60 X 7 Months = 420 Rubrik, Inc. - RS-BT-RCDM-T Electronic distribution - NO MEDIA Contract: TXDIR - Rubrik Carahsoft DIR-CPO-4444 (DIR-CPO-4444)	420	7151594	\$0.00	\$0.00
Rubrik Premium Support - extended service agreement - 1 month - shipment Mfg. Part#: RS-HW-SVC-PE-S2 Support for R6000S-2 hardware, 1 Year Support; Premium support HW: RHA-6404S- 01 Term: 12 Months QTY 1 X 12 Months = 12 Rubrik, Inc. - RS-HW-SVC-PE-S2 Electronic distribution - NO MEDIA Contract: TXDIR - Rubrik Carahsoft DIR-CPO-4444 (DIR-CPO-4444)	12	7144894	\$243.88	\$2,926.56
Rubrik Professional Services - remote installations configuration Mfg. Part#: RA-PS-INST-RMOT Rubrik Professional Services, Remote Installation and Configuration of up	2	7088723	\$4,298.00	\$8,596.00

QUOTE DETAILS (CONT.)

to 8
briks per site, must be used within
6
months of purchase, prepay
Rubrik, Inc. - RA-PS-INST-RMOT
Electronic distribution - NO MEDIA
Contract: TXDIR - Rubrik Carahsoft DIR-CPO-4444 (DIR-CPO-4444)

Rubrik Enterprise Edition Subscription License+ Premium Support

360	7144888	\$78.39	\$28,220.40
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Mfg. Part#: RS-BT-EE-PE-PP
Rubrik Enterprise Edition; per
usable BETB;
Premium support; prepay
QTY 30 X 12 Months = 360
Rubrik, Inc. - RS-BT-EE-PE-PP
Electronic distribution - NO MEDIA
Contract: National IPA Technology Solutions (2018011)

Rubrik Premium Support - extended service agreement - 1 month - shipment

12	7144894	\$243.88	\$2,926.56
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Mfg. Part#: RS-HW-SVC-PE-S2
Support for R6000S-2 hardware, 1
Year
Support; Premium support
Term: 12 Months
QTY 1 X 12 Months = 12
Rubrik, Inc. - RS-HW-SVC-PE-S2
Electronic distribution - NO MEDIA
Contract: TXDIR - Rubrik Carahsoft DIR-CPO-4444 (DIR-CPO-4444)

RUBRIK CDM SW USABLE BETB PREM LIC

210	7151594	\$0.00	\$0.00
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Mfg. Part#: RS-BT-RCDM-T
Rubrik Cloud Data Management
Software, per
usable BETB, Premium Support, 1 Year
Support
QTY 30 X 7 Months = 210
Rubrik, Inc. - RS-BT-RCDM-T
Electronic distribution - NO MEDIA
Contract: TXDIR - Rubrik Carahsoft DIR-CPO-4444 (DIR-CPO-4444)

RUBRIK CLD VAULT BU LIC+SUP

2400	7146008	\$0.00	\$0.00
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Mfg. Part#: RS-BT-CVB-PE-PP
Rubrik Cloud Vault - Backup; per
BETB;
Premium support; prepay
QTY 200 X 12 Months = 2400
Rubrik, Inc. - RS-BT-CVB-PE-PP
Electronic distribution - NO MEDIA
Contract: National IPA Technology Solutions (2018011)

Rubrik r6408s 96TB Standard Flash Appliance

1	7148698	\$21,164.79	\$21,164.79
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Mfg. Part#: RHA-6408S-01
r6408s Appliance, 4-node, 96TB raw
HDD,
1.6TB SSD, SFP+ NIC, RHA
RS-BT-FE-PE-PP
RS-HW-SVC-PE-S2
Rubrik, Inc. - RHA-6408S-01
Contract: TXDIR - Rubrik Carahsoft DIR-CPO-4444 (DIR-CPO-4444)

Rubrik 3m OM3 LC Fiber Optic Cable

2	7143613	\$65.00	\$130.00
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Mfg. Part#: RCA-F3M-CBL-01
Fiber Optic OM3 LC/LC Cable, 3M,
pack of
4
Rubrik, Inc. - RCA-F3M-CBL-01
Contract: TXDIR - Rubrik Carahsoft DIR-CPO-4444 (DIR-CPO-4444)

QUOTE DETAILS (CONT.)

<u>Rubrik Single Mode 10G 1G SFP+ Transceiver</u>	2	7144883	\$410.00	\$820.00
Mfg. Part#: RCA-SFP-TSR-01 10G/1G Dual Rate SFP+ Transceiver, pack of 4 Rubrik, Inc. - RCA-SFP-TSR-01 Contract: TXDIR - Rubrik Carahsoft DIR-CPO-4444 (DIR-CPO-4444)				
<u>RUBRIK R6404S 4NODE 48TBR 1.6TB SSD</u>	1	7190218	\$17,810.11	\$17,810.11
Mfg. Part#: RHA-6404S-01-2 r6404s Appliance, 4-node, 48TB raw HDD, 1.6TB SSD, SFP+ NIC RS-BT-FE-PE-PP RS-HW-SVC-PE-S2 Rubrik, Inc. - RHA-6404S-01 Contract: TXDIR - Rubrik Carahsoft DIR-CPO-4444 (DIR-CPO-4444)				
<u>Rubrik 3m OM3 LC Fiber Optic Cable</u>	2	7143613	\$65.00	\$130.00
Mfg. Part#: RCA-F3M-CBL-01 Fiber Optic OM3 LC/LC Cable, 3M, pack of 4 Rubrik, Inc. - RCA-F3M-CBL-01 Contract: TXDIR - Rubrik Carahsoft DIR-CPO-4444 (DIR-CPO-4444)				
<u>Rubrik Single Mode 10G 1G SFP+ Transceiver</u>	2	7144883	\$410.00	\$820.00
Mfg. Part#: RCA-SFP-TSR-01 10G/1G Dual Rate SFP+ Transceiver, pack of 4 Rubrik, Inc. - RCA-SFP-TSR-01 Contract: TXDIR - Rubrik Carahsoft DIR-CPO-4444 (DIR-CPO-4444)				
<u>RUBRIK CMPLT ED 30TBU LIC + SUP PP</u>	30	7157856	\$362.00	\$10,860.00
Mfg. Part#: RS-BT-CE30-BS-PP Rubrik Complete Edition, 30TBusable; per usableBETB; Basic support; 1 Year SupportTerm: 12 MonthsAA213164040028Rubrik, Inc. - RS-BT-CE30-BS-PPStart Date: 07/30/2024End Date: 07/29/2025Electronic distribution - NO MEDIA Contract: TXDIR - Rubrik Carahsoft DIR-CPO-4444 (DIR-CPO-4444)				
<u>RUBRIK SUP F R6000S</u>	1	7148093	\$1,800.00	\$1,800.00
Mfg. Part#: RS-HW-SVC-BS-S2 Support for R6000S-2 hardware, 1Year Support;Basic supportTerm: 12 MonthsAA213164040028Rubrik, Inc. - RS-HW-SVC-BS-S2Start Date: 07/30/2024End Date: 07/29/2025Electronic distribution - NO MEDIA Contract: TXDIR - Rubrik Carahsoft DIR-CPO-4444 (DIR-CPO-4444)				
<u>RUBRIK CDM SW USABLE BETB PREM LIC</u>	1	7151594	\$0.00	\$0.00
Mfg. Part#: RS-BT-RCDM-T Rubrik Cloud Data ManagementSoftware, perusable BETB, Premium Support, 1 YearSupportTerm: 1 MonthsAA213164040028Rubrik, Inc. - RS-BT-RCDM-TStart Date: 07/30/2024End Date: 07/31/2024Electronic distribution - NO MEDIA Contract: TXDIR - Rubrik Carahsoft DIR-CPO-4444 (DIR-CPO-4444)				

SUBTOTAL	\$128,388.42
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$128,388.42

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF SHERMAN ACCOUNTS PAYABL PO BOX 1106 SHERMAN, TX 75091-1106 Phone: (903) 892-7352 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF SHERMAN MUNICIPAL BUILDING 405 N RUSK ST SHERMAN, TX 75090-5857 Shipping Method: DROP SHIP-GROUND
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

John Raimondi | (877) 685-2969 | johnrai@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$128,388.42	\$3,633.39/Month	\$128,388.42	\$4,177.76/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



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Support



Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager.

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City Council Regular Meeting

Agenda Item No. F.7.

Meeting Date: 4/1/2024

Prepared By: Shawn Hackworth, IT Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7230**

Authorizing the Purchase of Dell Storage Solution through Dell Technologies under the National Cooperative Purchasing Alliance (NCPA)

Issue:

Storage systems must be replaced.

Background:

Storage systems (equipment) used for servers and file systems are at end of life and need to be replaced to reduce risk of data loss and system outages. The purchase is through the National Cooperative Purchasing Alliance.

Origination:

Payment Approval - Dell storage solution

Financial Consideration:

This is budgeted in FY23-24. Cost of the equipment is \$90,172.

Staff Recommendation:

Staff recommends approval.

Alternatives:

None.

Attachments:

1. Resolution No. 7230
2. Datacenter Storage Refresh - 3.20.24

RESOLUTION NO. 7230

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF DELL STORAGE SOLUTION THROUGH DELL TECHNOLOGIES UNDER THE NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA); 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 the purchase of Dell Storage for a total cost of Ninety Thousand One Hundred dollars (\$90,172) through the National Cooperative Purchasing Alliance; 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 1st day of April 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

Data Center Refresh

City of Sherman, Texas

PowerVault

Description		Price	Qty	Ext. Price
NCPA	NCPA Contract Code: C000001105509			
BUILD	(1) Dell PowerVault ME5012 with 36 Months ProSupport 4 Hour Response	\$56,672.00	1	\$56,672.00
210-BBII	Dell ME5012 Storage Array		1	
403-BCPG	25Gb iSCSI 8 Port Dual Controller		1	
770-BECR	Rack Rails 2U		1	
325-BDDO	ME Series 2U Bezel		1	
450-ALXL	Power Supply, 580W, Redundant, WW		1	
389-EERU	Dell PowerVault ME Series 2U-12, CE Marking		1	
340-DCFR	Dell ME5012 Shipping		1	
871-9053	Dell Hardware Limited Warranty		1	
892-4158	ProSupport 4-Hour 7x24 Onsite Service 3 Years		1	
892-4380	ProSupport 4-Hour 7x24 Technical Support and Assistance 3 Years		1	
989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355		1	
825-8623	Certified Deployment Partner T1 or Distributors		1	
470-ACES	Dell Networking, Cable, SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, 1 Meter		8	
400-ABSK	Hard Drive Blank Filler 3.5		4	
345-BEMK	3.84TB SSD SAS ISE, Read Intensive, up to 24Gbps 512e 2.5in with 3.5in HYB CARR, AG Drive		8	
450-AAME	Powercord,125 Volt,15Amp,10 Foot, C13 to NEMA 5-15		1	
450-AAME	Powercord,125 Volt,15Amp,10 Foot, C13 to NEMA 5-15		1	
210-AQIG	Dell EMC ME412 Storage Expansion Enclosure		1	
770-BECR	Rack Rails 2U		1	
325-BDDO	ME Series 2U Bezel		1	
450-ALXL	Power Supply, 580W, Redundant, WW		1	
340-DCGC	Dell EMC ME412 Shipping		1	
389-EERU	Dell PowerVault ME Series 2U-12, CE Marking		1	

PowerVault

Description	Price	Qty	Ext. Price
821-8756 Dell Hardware Limited Warranty		1	
892-4128 ProSupport 4-Hour 7x24 Onsite Service 3 Years		1	
892-4346 ProSupport 4-Hour 7x24 Technical Support and Assistance 3 Years		1	
989-3439 Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355		1	
825-8623 Certified Deployment Partner T1 or Distributors		1	
400-BJKY 16TB Hard Drive SAS ISE 12Gbps 7.2K 512e 3.5in Hot-Plug		12	
470-ABNN 12Gb HD-Mini to HD-Mini SAS Cable, 2M		1	
470-ABNN 12Gb HD-Mini to HD-Mini SAS Cable, 2M		1	
450-AALV Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)		1	
Subtotal:			\$56,672.00

PowerSwitch

Description	Price	Qty	Ext. Price
BUILD (2) Dell EMC S5248F-ON Switch with 36 Months ProSupport 4 Hour Response	\$33,500.00	1	\$33,500.00
210-APFB Dell S5248F-ON Switch, 48x25GbE SFP28, 4x100GbE QSFP28, 2x100GbE QSFP-DD, PSU to IO, 2xPSU		2	
343-BBLP Dell EMC S52XX-ON Series User Guide		2	
634-BRUN OS10 Enterprise, S5248F-ON		2	
634-BYIJ OS10 SmartFabric Services		2	
818-4856 Dell Hardware Limited Warranty 1 Year		2	
891-6701 ProSupport 4-Hour 7x24 Onsite Service 1 Year		2	
891-6702 ProSupport 4-Hour 7x24 Onsite Service 2 Years Extended		2	
891-6747 ProSupport 4-Hour 7x24 Technical Support and Assistance 3 Years		2	
975-3461 Dell Limited Hardware Warranty Extended Year(s)		2	
989-3439 Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355		2	
997-6306 Info 3rd Party Software Warranty provided by Vendor		2	

PowerSwitch

Description		Price	Qty	Ext. Price
825-8623	Certified Deployment Partner T1 or Distributors		2	
848-8532	3 Years ProSupport OS10 Enterprise Software Support-Maintenance		2	
407-BDCX	Dell Networking Transceiver, SFP+ 10GBASE-T 30m, Gen3.5		16	
470-BBCX	Dell Networking, Cable, SFP28 to SFP28, 25GbE,Passive Copper Twinax Direct Attach Cable,3 Meter		8	
450-AASX	Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US		2	
450-AASX	Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US		2	
			Subtotal:	\$33,500.00

Implementation

Description		Price	Qty	Ext. Price
Implementation	[RE]DESIGN White Glove Fixed Scope Implementation - Included	\$0.00	1	\$0.00
			Subtotal:	\$0.00

Data Center Refresh



Prepared by:
The [RE]DESIGN Group
Kasey Hunt
405-761-9126
khunt@redesign-group.com

Prepared for:
City of Sherman, Texas
220 West Mulberry Street
Sherman, Texas 75090
Randall Mitchell
randallm@cityofsherman.com

Quote Information:
Quote #: 005520
Version: 1
Delivery Date: 03/20/2024
Expiration Date: 04/16/2024

Quote Summary

Description	Amount
PowerVault	\$56,672.00
PowerSwitch	\$33,500.00
Implementation	\$0.00
Total:	\$90,172.00

Acceptance and Incorporation by Reference

Acceptance of this Quote is binding and the above item(s) will be purchased in reliance thereon. All sales are final. Payment Terms are Net 30. After orders are placed, a final invoice will be provided that shall include all applicable taxes and shipping charges not included herein.

This Order together with the Master Services Agreement and Service Attachments and other terms and conditions identified on Exhibit A, all of which are incorporated herein by reference (collectively, the "Agreement") is between REDESIGN Group (sometimes referred to as "we," "us," "our," or "Provider"), and the customer found on the signature block at the end of this Order (sometimes referred to as "you," "your," or "Client"). This Agreement is effective as of the date both parties have signed below (the "Effective Date"). Both Provider and Client are sometimes referred to individually as a "Party", or together as the "Parties". Any capitalized terms in this Order not directly defined are referred to in the applicable document identified on Exhibit A of this Order. If there is a conflict between this Order, the Master Services Agreement, any Service Attachment, or Exhibit, this Order will control.

By signing or accepting this Order, Client acknowledges, represents, and warrants that it has read and agrees to the terms and conditions identified on Exhibit A to this Order which are incorporated as if fully set forth herein.

The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Agreement(s). This Order supersedes all prior negotiations, proposals, orders, agreements and communications between the parties regarding Provider's Services.

Provider may make changes to the Agreement at any time. If there are changes, Provider will revise the date at the top of the document. Provider may or may not provide Client with additional notice regarding such changes. Client should review the terms and conditions regularly. Unless otherwise noted, the amended terms and conditions will be effective immediately, and your continued use of the Services thereafter constitute your acceptance of the changes. If you do not agree to the amended terms and conditions, you must stop using the Services immediately. Please note, you may incur a termination fee or other third-party fees, if applicable. You may access the current version of the terms and conditions at any time by visiting <http://redesign-group.com/legal>.

The parties, acting through their authorized officers, hereby execute this Agreement.

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Exhibit A

Agreement	Description
Master Services Agreement	General terms and conditions applicable to all Provider products and services
Services Attachment for Managed Services	Core managed services including monitoring, remote management, and help-desk
Data Processing Agreement	Data security and privacy agreement including statutorily required terms
Service Level Objectives	Targeted response times by tier of severity
Schedule of Services	Description of managed services offered by Provider
Schedule of 3rd Party Services	Notice of third-party services and waiver of claims

The Future Belongs to the Curious

redesign-group.com



City Council Regular Meeting

Agenda Item No. H.1.

Meeting Date: 4/1/2024

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS (TABLED AT THE MARCH 18, 2024, REGULAR CITY COUNCIL MEETING)

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."

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 subject premises 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.

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☐ 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 _____, _____ County
County Clerk

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 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 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
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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)

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 _____, _____ 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

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 _____, _____ 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.

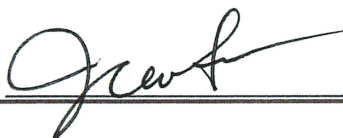
Sales Tax Permit Number 32093121914

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

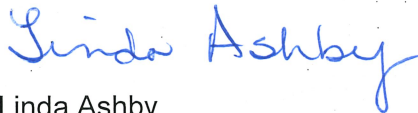
**RE: Sherman F&B, LLC
1121 W. Taylor Street
Sherman, Texas 75092**

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. H.2.

Meeting Date: 4/1/2024

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Semi-Annual Report on the Sherman Cultural District

Issue:

To receive the Sherman Cultural District semi-annual report from Cary Wacker

Background:

This Update will provide the City Council with an overview of the Cultural District's activities and accomplishments during September 2023 to current, as well as upcoming events they have planned.

Origination:

City Council

Financial Consideration:

This presentation is for informational purposes only and has no impact on the City's revenues or expenses.

Staff Recommendation:

No action is required of the City Council.

Alternatives:

None recommended

Attachments:

1. April 1 2024 SCD Report to City Council

April 2024 Report



ACTIVITY SUMMARY (Oct 2023—Mar 2024)

- Art Dash 2024 took place on Leap Day!
- Call for Artists for the Black History Mural Series through April 26.
- Strategic Plan updates: priorities outlined through 2028
- 6 Advisory Board and committee meetings
- Annual report to Texas Commission on the Arts in progress—due June 15

Coming in June/July:

- Dedication of completed Black History mural

Black History Mural Project—Early summer completion

Our 2024 TCA funds support creation of a 6-panel mural series on Travis Street to honor African-American business and arts heritage in Sherman. The proposed placement on the west wall of the Travis Street Mall is especially significant because it's just around the corner from the historic Black Business District on Mulberry Street that thrived until it was destroyed in the 1930 race riot. A call for artists is now out for six design themes selected by community leaders and guided by research conducted at Austin College.

Artist proposals are due April 26. A committee will select the



winning artists, and final designs are due May 20.

The 6 themes selected are:

1. Commemoration of the Andrews Building in the former Black business district.
2. Recognition of Sherman resident William J. Durham, groundbreaking civil rights attorney.
3. Recognition of distinguished Black medical professionals.
4. Portrayal of early 20th-century Black community life, schools and churches.
5. Recognition of native jazz musicians Teddy Buckner (trumpet) and Buddy Tate (saxophone).
6. Acknowledgement of Black musicians known to perform in Sherman in the 1960s and '70s.

New



Art in
Downtown
windows
& spaces

in



List of
Summer Arts
Programs for
Students

2024



Organize:
Friends of
Sherman
Cultural District

2023-2024 Cultural District Advisory Council:

Emilie Nelson, Chair; Leslie Whelan, Vice Chair; Linda Walker, secretary; Holly Doncaster, MeLissa Eason, Veronica Ezell, Bonnie Koenig, Jason Lewis, Courtney Mitchell, Jody Perry, Lucas Ridley.

Ex-officio:

Daron Holland, Sarah McRae-Treasurer,
Terrence Steele, Cary Wacker.



Program support from **Austin College** and
Texas Commission on the Arts.

Texas
Commission
on the Arts



City Council Regular Meeting

Agenda Item No. H.3.

Meeting Date: 4/1/2024

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Teri Fine, Assistant to the City Manager

Caption:

*** OTHER BUSINESS**

Consider and Act on Petition from Furizon, Limited related to 312.05 acres of land located in part of the James McKinney Survey, Abstract No. 777 and a part of the Mary Miller Survey, Abstract No. 775, as recorded in Volume 3697, Page 766 of the Grayson County Property Records, Grayson County, Texas, a portion of which is located within the City of Sherman's Extraterritorial Jurisdiction ("ETJ").

Issue:

Consider and Act on Petition from Furizon, Limited related to 312.05 acres of land located in part of the James McKinney Survey, Abstract No. 777 and a part of the Mary Miller Survey, Abstract No. 775, as recorded in Volume 3697, Page 766 of the Grayson County Property Records, Grayson County, Texas, a portion of which is located within the City of Sherman's Extraterritorial Jurisdiction.

Background:

The City received a petition from Furizon, Limited on March 8, 2024. The petition purports to seek a "release" of 312.055 acres of land located in part in the James McKinney Survey, Abstract No. 777 and a part of the Mary Miller Survey, Abstract No. 775, as recorded in Volume 3697, Page 766 of the Grayson County Property Records, Grayson County, Texas, from the City's Extraterritorial Jurisdiction pursuant to Chapter 42 of the Texas local Government Code.

Origination:

Petition Submitted on behalf of the Landowners

Financial Consideration:

Staff Recommendation:

Recommend denying the petition submitted by Furizon, Limited from the release of property from the City's extraterritorial jurisdiction because Senate Bill 2038, Local Government Codes Sections 42.104 and Section 42.105, are unconstitutional delegations of legislative authority, and are in direct and irreconcilable conflict with Local Government Code Section 42.023, and the City has no consented and does not consent to release of the property from its ETJ or any reduction of the City's ETJ

Alternatives:

Attachments:

1. Petition for Release from Extraterritorial Jurisdiction
2. ETJ Furizon

COATS | ROSE

A PROFESSIONAL CORPORATION

CARSON LUDDECKE
ASSOCIATE ATTORNEY

CLUDDECKE@COATSROSE.COM
DIRECT: (972) 419-4702

March 5, 2024

VIA CERTIFIED MAIL

Office of the City Clerk
City of Sherman, Texas
Attn: Linda Ashby
220 W. Mulberry Street
Sherman, Texas 75090

Re: Petition for Release from the City of Sherman's Extraterritorial Jurisdiction (the
"Petition")

Dear Ms. Ashby:

Enclosed please find a copy of the above-described Petition, pursuant to Chapter 42 of the Texas Local Government Code, as amended. Please reach out to Mindy L. Koehne at mkoehne@coatsrose.com or (972) 982-8461 with any questions regarding the Petition.

Very truly yours,



Carson Luddecke

Enclosure

16000 N. DALLAS PARKWAY, SUITE 350, DALLAS, TEXAS 75248
PHONE: (972) 788-1600 FAX: (972) 702-0662
coatsrose.com

HOUSTON | AUSTIN | DALLAS | SAN ANTONIO | CINCINNATI
018298.000001\4857-9898-5899.v1

**PETITION FOR RELEASE FROM
THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION**

THE STATE OF TEXAS §

COUNTY OF GRAYSON §

TO THE HONORABLE MAYOR AND CITY COUNCIL, §
CITY OF SHERMAN, TEXAS:

COMES NOW the undersigned (the "Petitioner"), acting pursuant to Chapter 42 of the Texas Local Government Code, as amended (the "Act"), respectfully petitions the City of Sherman, Texas ("City") to release certain property located within the City's extraterritorial jurisdiction, as more particularly described and depicted in the attached Exhibit "A" (the "Property"). In support of same, Petitioner would respectfully show the following:

I.

The Property is located within the extraterritorial jurisdiction of the City of Sherman, Texas in Grayson County, Texas and is not located within the corporate limits or extraterritorial jurisdiction of any other municipality. Petitioner requests release from the extraterritorial jurisdiction of the City of Sherman, Texas.

II.

The Property does not lie in an area:

(i) within five (5) miles of the boundary of a military base, at which an active training program is conducted, as defined by Section 43.0117 of the Texas Local Government Code, as amended;

(ii) that was voluntarily annexed into an extraterritorial jurisdiction that is located in a county in which the population grew by more than fifty percent (50%) from the previous federal census in the federal census conducted in the year 2020 and has a population of greater than 240,000;

(iii) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million and that is within fifteen (15) miles of the boundary of a military base, at which an active training program is conducted, and in a county with a population of more than two (2) million;

(iv) designated as an industrial district under Section 42.044 of the Texas Local Government Code, as amended; or

(v) subject to a strategic partnership agreement entered into under Section 43.0751 of the Texas Local Government Code, as amended.

III.

The persons or entities (through authorized representatives) signing this Petition constitute a majority in value of the holders of title to the Property, as shown by the tax rolls and conveyances of record since the date of preparation of said county tax rolls.

IV.

The Petitioner, having met the petition requirements in § 42.104 of the Act, requests the City immediately release the Property from the City's extraterritorial jurisdiction pursuant to § 42.105(c) of the Act. Otherwise, the Property shall be released from the City's extraterritorial jurisdiction by operation of law pursuant to § 42.105(d) of the Act.

V.

This Petition will be filed with the City Secretary for the City of Sherman, Texas.

VI.

WHEREFORE, the Petitioner respectfully pray that this petition be granted in all respects and that the City Council of the City of Sherman, Texas adopts an ordinance or resolution releasing of the Property from the City's extraterritorial jurisdiction.

[SIGNATURE PAGE TO FOLLOW]

RESPECTFULLY SUBMITTED, on this the 1st day of March, 2024.

PETITIONER:

FURIZON, LIMITED,
a Texas limited partnership

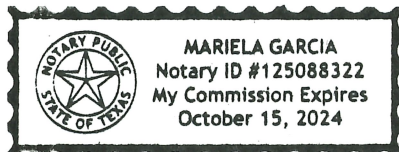
By: Ablegrowth Inc.,
a Texas corporation,
its General Partner

By: 
Name: BRIAN MAI
Title: Director

THE STATE OF Texas §

COUNTY OF Grayson §

This instrument was acknowledged before me on the 1st day of March, 2024, by Brian Mai, Director of Ablegrowth Inc., a Texas corporation, General Partner of Furizon, Limited, a Texas limited partnership, on behalf of said entity and in the capacity herein stated.



(NOTARY SEAL)

Mariela Garcia
Notary Public in and for the State of Texas

EXHIBIT "A"

Legal Description and Map of the Property

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020
Ph: (903) 463-6191 · Email: kate@helveywagnersurveying.net
Texas Board of Engineers and Land Surveyors Firm Registration No. 10088100
Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6378

312.055 Acres

SITUATED in the County of Grayson, State of Texas, being part of the James McKinney Survey, Abstract No. 777 and a part of the Mary Miller Survey, Abstract No. 775, being a part of the 329.149 acre tract of land described as Tract 1 the Special Warranty Deed with Vendor's Lien from David Catching to Furizon, Limited, dated July 13, 2004, and recorded in Volume 3697, Page 766, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit;

BEGINNING at a 1/2 inch rebar found in the North line of 60.3 acre tract of land (First Tract) conveyed to Thomas Leland Taylor in Volume 430, Page 261, Deed Records, Grayson County Texas, at the Southeast corner of the 2.568 acre tract of land conveyed to Thomas Leland Taylor, in Volume 1982, Page 586, Real Property Records, Grayson County, Texas and the most Westerly Southwest corner of both said Furizon, Limited 329.149 ac. and the herein described tract;

THENCE North 01 deg. 00 min. 33 sec. West, with a Westerly line of said Furizon, Limited 329.149 ac. and the East line of said Taylor 2.586 ac., passing a spike nail found in the pavement of Mackey Road, a public road, at the Northeast corner of said Taylor 2.586 ac. at 1,160.67 ft. and continuing for a total distance of 1,168.99 ft to a 1/2 inch capped rebar set, stamped "RPLS 6578" in a North line of said Mary Miller Survey and the South line of both the Antonio Hernandez Survey, Abstract No. 488 and the remainder of the "called" 26 acre tract of land conveyed to 289 Properties, LTD in Volume 4752, Page 825, said Official Public Records, at the Westerly Northwest corner of both said Furizon, Limited 329.149 ac. and the herein described tract;

THENCE North 88 deg. 58 min. 01 sec. East, with the South lines of said Antonio Hernandez Survey, the 289 Properties, LTD remainder of 26 ac., the 3.567 acre tract of land conveyed to the City of Dorchester in Instrument No. 2022-16445, said Official Public Records and the 55.036 acre tract of land conveyed to 99 International Group, LLC in Inst. No. 2022-17162, said Official Public Records and the North line of both said Mary Miller Survey and Furizon, Limited 329.149 ac., a distance of 1,442.65 ft. to a 1/2 inch rebar found in or near the center of Belden Road, a gravel road, in the West line of said James McKinney Survey, at the Southeast corner of both said Antonio Hernandez Survey and said 99 International Group 55.036 ac., a Northeast corner of said Mary Miller Survey and an Ell corner of both said Furizon, Limited 329.149 ac. and the herein described tract;

THENCE North 01 deg. 15 min. 05 sec. West, with the center of said Belden Road, along the East line of both said Aaron Hernandez Survey and 99 International Group 55.036 ac. and the West line of both said James McKinney Survey and Furizon, Limited 329.149 ac., a distance of 796.41 ft. to a 1/2 inch rebar found at the Southwest corner of the 106.130 ac. conveyed to 289 Properties LTD, in Volume 4753, Page 812, said Official Public Records, and the most Northerly Northwest corner of both said Furizon, Limited 329.149 ac. and the herein described tract;;

THENCE North 89 deg. 01 min. 12 sec. East, with the South lines of said 289 Properties 106.130 ac. and the 138.550 ac. conveyed to 289 Properties LTD, in Volume 4753, Page 808, said Official Public Records, and a North line of said Furizon, Limited 329.149 ac., a distance of 3,986.97 ft. to a 1/2 inch capped rebar found (RPLS 4488) at the Northwest corner of the 4.480 ac. conveyed to John Chumbley, in Volume 1585, Page 433, said Deed Records and the Northeast corner of both said Furizon, Limited 329.149 ac. and the herein described tract;

THENCE South 01 deg. 05 min. 27 sec. East, with the East line of said Furizon, Limited 329.149 ac., passing a 1/2 inch rebar found at the Southwest corner of the 1.000 acre tract of land conveyed to Ennis Cornelius Sullivan in Inst. No. 2021-7724, said Official Public Records and the Northwest corner of the 1.000 ac. conveyed to Julie Kyle Benson and Tanner Benson, in Volume 1262, Page 592, said Deed Records, at 479.68 ft., continuing and passing a 1/2 inch rebar found at the Southwest corner of said Benson 1.000 ac. and the most Northerly corner of the 1.000 ac. conveyed to Kenneth J. King and Geraldine King in Volume 1544, Page 731, said Deed Records at 785.53 ft.,

Page 1 of 2

continuing and passing the Southwest corner of said King 1.000 ac. and the most Northerly corner of the 2.000 acre tract of land conveyed to Concrete Redi, LLC in Inst. No. 2022-6328, continuing for a **TOTAL** distance of 1,296.57 ft. to the most Easterly Southeast corner of the herein described tract, **SAID** point bears South 01 deg. 05 min. 27 sec. East, 363.32 ft. to a 1/2 inch rebar found in the West right-of-way line of F.M. Hwy 902, at the most Easterly Southeast corner of said Furizon, Limited 329.149 ac.;

THENCE Southwesterly, over and across said Furizon, Limited 329.149 ac., along the City Limits of the City of Dorchester, the following calls and distances:

1. With a curve to the left, having a central angle of 31 deg. 38 min. 09 sec., a radius of 1,345.94 (chord bears South 14 deg. 44 min. 50 sec. West, 733.75 ft.), and an arc distance of 743.16 ft. to a point at the end of said curve;
2. South 00 deg. 58 min. 05 sec. East, a distance of 170.62 ft. to a point at the beginning of a curve;
3. With a curve to the right, having a central angle of 90 deg. 10 min. 29 sec., a radius of 945.91 ft. (chord bears South 44 deg. 04 min. 41 sec. West, 1,339.76 ft.), and an arc distance of 1,488.71 ft. to a concrete monument found "broken";
4. South 89 deg. 06 min. 15 sec. West, a distance of 687.63 ft. to a point in the East line of the 1.000 acre tract of land conveyed to the City of Sherman, Texas in Volume 1291, Page 208, said Deed Records and a West line of said Furizon, Limited 329.149 ac., at a Southwest corner of the herein described tract;

THENCE Northerly, Westerly, and Southerly, with the East, North, and South lines of said City of Sherman 1.000 ac., the following calls and distances;

1. North 00 deg. 50 min. 04 sec. West, a distance of 58.71 ft. to a point at the Northeast corner of said City of Sherman 1.000 ac. and an Ell corner of both said Furizon, Limited 329.149 ac. and the herein described tract, **SAID** point bears South 77 deg. 51 min. 31 sec. West, 0.19 ft. from a 1/2 inch rebar found;
2. South 89 deg. 09 min. 55 sec. West, a distance of 208.71 ft. to a 1/2 inch capped rebar found stamped (RPLS 4488) at the Northwest corner of said City of Sherman 1.000 ac. and an Ell corner of both said Furizon, Limited 329.149 ac. and the herein described tract;
3. South 00 deg. 50 min. 04 sec. East, a distance of 58.71 ft. to a point at a Southeast corner of the herein described tract;

THENCE Westerly, over and across said Furizon, Limited 329.149 ac., along the City Limits line of the City of Dorchester, the following calls and distances;

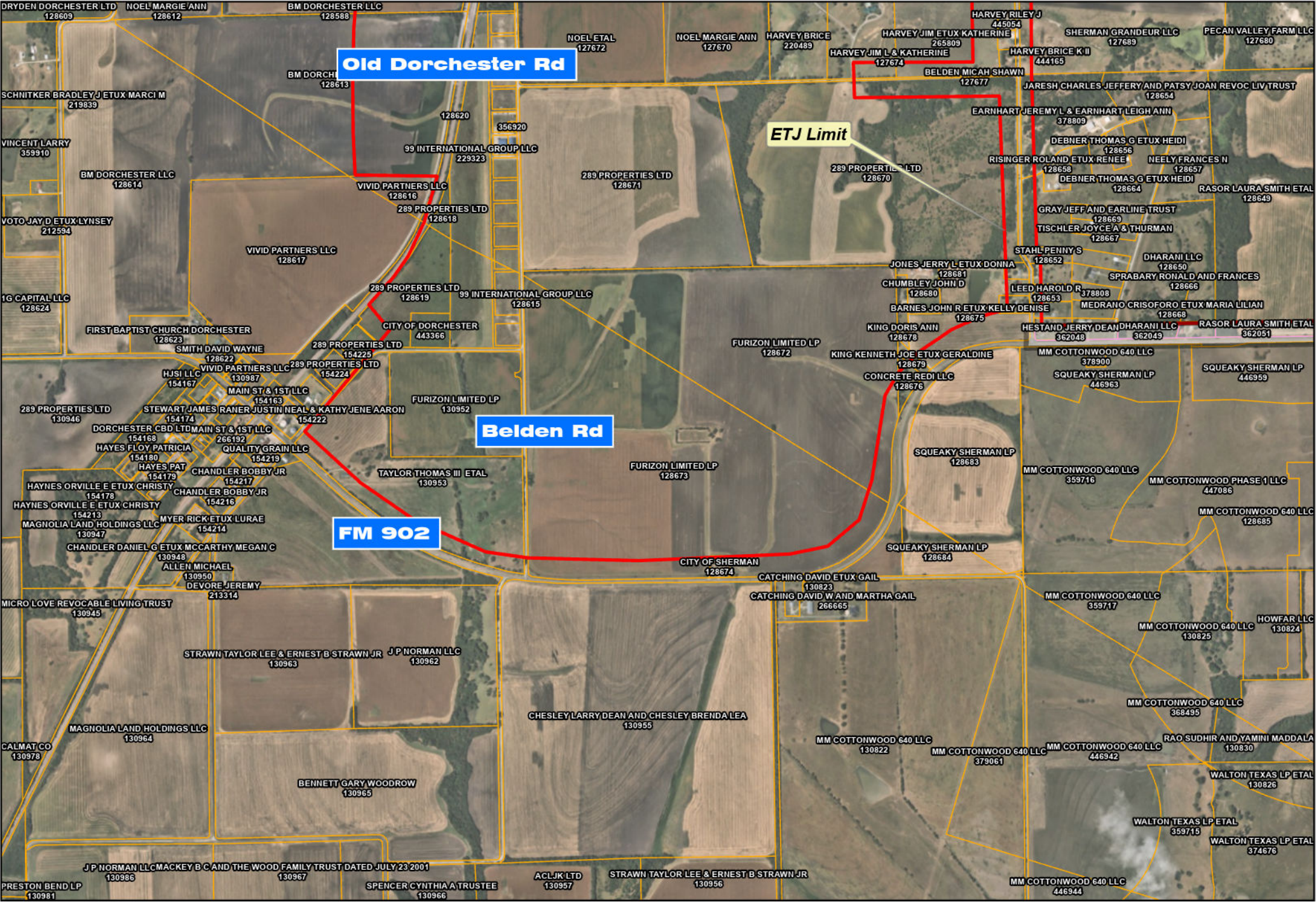
1. South 89 deg. 08 min. 56 sec. West, a distance of 1,323.32 ft. to a point at the beginning of a curve;
2. Northwesterly, with a curve to the right, having a central angle of 10 deg. 01 min. 36 sec., a radius of 3,619.56 ft. (chord bears North 85 deg. 51 min. 17 sec. West, 632.60 ft.), and arc distance of 633.41 ft., to a point in or near the center of said Belden Road, in the East line of both said Mary Miller Survey and Taylor 60.3 ac. and the West line of both said James McKinney Survey and Furizon, Limited 329.149 ac., at a Southwest corner of the herein described tract;

THENCE North 00 deg. 42 min. 29 sec. West, along the pavement of said Belden Road, with the East line of both said Mary Miller Survey and Taylor 60.3 ac. and the West line of both said James McKinney Survey and Furizon, Limited 329.149 ac., a distance of 1,088.77 ft. to a 1/2 inch rebar found the Northwest corner of said Taylor 60.3 ac. and an Ell corner of both said Furizon, Limited 329.149 ac. and the herein described tract;

THENCE South 89 deg. 09 min. 13 sec. West, with the North line of said Taylor 60.3 ac. and a Southerly line of said Furizon, Limited 329.149 ac., a distance of 1,436.04 ft. to the **PLACE OF BEGINNING** and containing **312.055 ACRES** of land.



Kate A. Wagner
 Kate A. Wagner, R.P./S. No. 6578
 August 21, 2023





City Council Regular Meeting

Agenda Item No. H.4.

Meeting Date: 4/1/2024

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Consider and act on petition from Ray C. Davis and Linda B. Davis related to 44.802 acres of land located in part in the T.J. Shannon Survey, the W Hobson Survey and the W. G. Reynolds Survey, as recorded in Volume 4559, Page 338 of the Grayson County Property Records, Grayson County, Texas, located within the City of Sherman's Extraterritorial Jurisdiction ("ETJ").

Issue:

Consider and act on petition from Ray C. Davis and Linda B. Davis related to 44.802 acres of land located in part in the T.J. Shannon Survey, the W Hobson Survey and the W. G. Reynolds Survey, as recorded in Volume 4559, Page 338 of the Grayson County Property Records, Grayson County, Texas, located within the City of Sherman's Extraterritorial Jurisdiction ("ETJ").

Background:

The City received a petition from Ray C. Davis and Linda B. Davis on March 8, 2024. The petition purports to seek a "release" of 44.802 acres of land located in the T.J. Shannon Survey, the W Hobson Survey and the W. G. Reynolds Survey, as recorded in Volume 4559, Page 338 of the Grayson County Property Records, Grayson County, Texas, from the City's Extraterritorial Jurisdiction pursuant to Chapter 42 of the Texas local Government Code.

Origination:

Petition Submitted by Ray C. Davis and Linda B. Davis

Financial Consideration:

Staff Recommendation:

Recommend denying the petition submitted by Ray C. Davis and Linda B. Davis from the release of property from the City's extraterritorial jurisdiction because Senate Bill 2038, Local Government Codes Sections 42.104 and Section 42.105, are unconstitutional delegations of legislative authority, and are in direct and irreconcilable conflict with Local Government Code Section 42.023, and the City has not consented and does not consent to release of the property from its ETJ or any reduction of the City's ETJ. City Council has denied all other such petitions received since this legislation became effective in September 2023.

Alternatives:

Attachments:

1. Petition for Release from Extraterritorial Jurisdiction
2. Location Map

The Law Office of

MUNSON, MUNSON, CARDWELL, TILLET & BROWN

A Texas Professional Corporation
Attorneys and Counselors at Law

William M. Stevens
A Texas Licensed Attorney *
(903) 893-8161
(903) 893-1345 fax

123 S. Travis Street
Sherman, Texas 75090

March 05, 2024

by US Mail Certified, Return Receipt Requested

Pam Williams
City Secretary
220 W Mulberry St.
Sherman, Texas 75090

Re: FM691, Sherman, Texas
GCAD Parcels 115632, 115675, 115680, 115681, and 225895
Petition for Release from Extraterritorial Jurisdiction

Dear Mrs. Ashby,

Please file the enclosed Petition by Landowners for Release from Extraterritorial Jurisdiction.

Please return a time stamped copy of the Petition by Landowners for Release from Extraterritorial Jurisdiction.

Please present the petition to the City Council for consideration.

Thank you for your assistance. If you have any questions regarding this matter, please contact me at your earliest convenience.

Sincerely,



William M. Stevens

WMS/lma

Enc: Petition by Landowners for Release from ETJ for 115632, 115675, 115680, 115681, and 225895
Cc: Clients *by electronic copy*
file: DAVIS-R.Z23C8

**PETITION BY LANDOWNERS FOR RELEASE FROM
EXTRATERRITORIAL JURISDICTION**

TO THE MAYOR OF THE GOVERNING BODY OF SHERMAN, TEXAS:

Pursuant to Texas Local Government Code Sections 42.102 et seq., the undersigned owners petition your honorable Body for the release of land located in the extraterritorial jurisdiction of the City of Sherman, Texas.

This request includes the following property of approximately 44.802 acres of land, consisting of portions of GCAD Property IDs 115632, 115675, 115680, 115681, and 225895 to the full extent that such Property is currently within the ETJ of the City of Sherman, Texas.

Said property is located near

FM691, Sherman, Texas

The property is listed in Grayson County Appraisal District and described as

(115632) G-0685 KERR J C A-G0685, ACRES 17.429
(115675) G-1043 REYNOLDS W G A-G1043, ACRES 5.5
(115680) G-1138 SHANNON T J A-G1138, ACRES 2.11
(115681) G-1138 SHANNON T J A-G1138, ACRES 19.466
(225895) G-0599 HOBSON W A-G0599, ACRES 0.297

and further described as:

5 parcels of land, totaling 44.802 acres, situated in Grayson County, being part of the T J Shannon Survey, the W Hobson Survey, and the W G Reynolds Survey, as recorded in Volume 4559, Page 338 of the Grayson County Property Records.

The property is more particularly described by meets and bounds in the attached Exhibit A and graphically described on the map below.

The undersigned certify that the following required information concerning the land and its inhabitants is reasonably accurate and assumes responsibility for the completion of said information prior to scheduled action by the City.

This petition is initiated by a majority in value of the holders of title of the land in the area, being each and every one of the landowners.

0 dwelling units are located within the area requested for release.

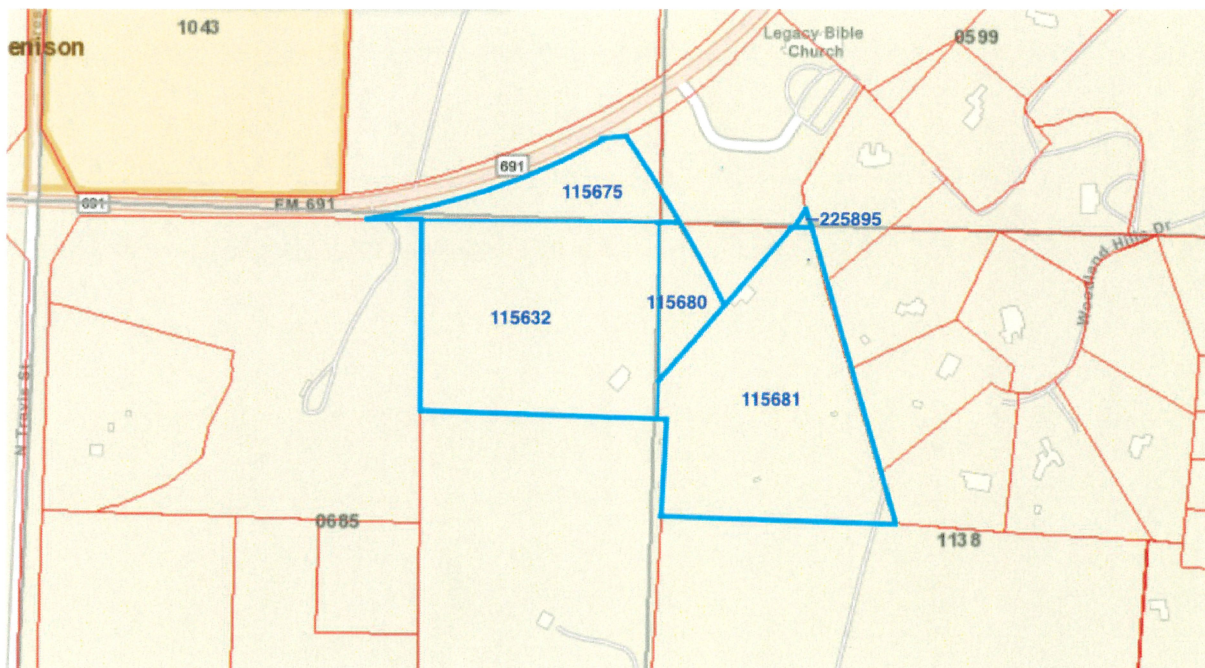
The population of the area in request is 0 in total, of which 0 are registered voters.

No portion of the area of request includes territory within the extraterritorial jurisdiction of another city.

No part of the area in request is subject to a non-annexation agreement.

No part of the area in request is subject to a strategic partnership agreement under Local Government Code § 43.0751.

No part of the area is designated as an industrial district under Local Government Code § 42.044



Petition Signatories
per Election Code § 277.002

Ray Davis

Ray C. Davis

338 Desvoignes Road, Denison, Texas 75201

Residence Address

December 18, 1941

Date of Birth or Voter ID

3 / 1 / 24

Date Signed

Linda Davis

Linda B. Davis

338 Desvoignes Road, Denison, Texas 75201

Residence Address

October 31, 1942

Date of Birth or Voter ID

3 / 1 / 24

Date Signed

EXHIBIT A

TRACT ONE:

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the T. J. Shannon Survey, Abstract No. 1138; the W. Hobson Survey, Abstract No. 599; J. C. Kerr Survey, Abstract No. 685 and the W. G. Reynolds Survey, Abstract No. 1043 also being Tract One and Tract Two as conveyed to Chouteau Ranch, LLC as recorded in Volume 4559, Page 338, Official Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a found 1/2" steel rod at the northeast corner of said Tract One, the northwest corner of that tract of land conveyed to Legacy Bible Church as recorded in Volume 3597, Page 553, Real Property Records, Grayson County, Texas;

Thence South 30°47'08" East, a distance of 833.88 feet to a set 1/2" steel rod at the southwest corner of said Legacy Bible Church tract;

Thence North 40°36'34" East with the south line of said Legacy Bible Church tract, a distance of 538.51 feet to a found 1/2" steel rod in the west line of Dickson's Replat of Lot 10, Block 1, Woodland Hills Addition, an addition to Grayson County Texas as recorded in Volume 17, Page 125, Plat Records, Grayson County, Texas;

Thence South 17°08'36" East with said west line and continuing with the west line of Woodland Hills Subdivision, an addition to Grayson County Texas as recorded in Volume 9, Page 81, Plat Records, Grayson County, Texas, a distance of 1,379.65 feet to a found 1/2" steel rod at the southeast corner of said Tract Two;

Thence North 88°07'33" West with the south line of said Tract Two, a distance of 1,038.59 feet to a found 1/2" steel rod at the southwest corner of said Tract 2 and in the east line of that tract of land conveyed to Larry G. Dunn as recorded in Volume 2428, Page 70, of said Real Property Records;

Thence North 01°12'16" East with said east line, a distance of 409.72 feet to a found 1/2" steel rod at the northeast corner of said Dunn Tract;

Thence North 89°48'53" West with the north line of said Dunn Tract, a distance of 998.61 feet to a found 1/2" steel rod at the northwest corner of said Dunn Tract, the southwest corner of said Tract One and in the east line of that tract of land conveyed to United Materials, LLC. as recorded in recorded in Volume 4643, Page 935, of said Real Property Records;

Thence North 00°25'24" East with said east line and the west line of said Tract One, a distance of 853.00 feet to a found 1/2" steel rod in the southerly right-of-way line of F. M. 691;

Thence easterly with said southerly line the following calls and distances:

easterly with a non tangent curve to the left having a radius of 2,929.83 feet, (chord bears North 70°37'12" East, 641.94 feet) an arc distance of 643.23 feet to a found concrete monument,

South 25°38'30" East, a distance of 10.00 feet to a found concrete monument, northeasterly, with a non tangent curve to the left having a radius of 2,939.83 feet, (chord bears North 61°48'39" East, 258.50 feet) an arc distance of 258.58 feet to the POINT OF BEGINNING and containing 44.802 acres (1,951,574 square feet) of land.

TRACT TWO:

Ingress and Egress Easement (As per Deed)

Situated in the County of Grayson, State of Texas, being a part of the T. J. Shannon Survey, Abstract No. 1138, and being a part of a 283.527 acre tract of, land conveyed by The Don Elliot Company to John H. Pulliam, et ux, by deed dated August 11, 1994, recorded in Volume 2352, Page 138, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod set in the West line of said Shannon Survey and the East line of a 40 acre tract of land conveyed to Melvin Crite by deed recorded in Volume 2272, Page 5, of said Real Property Records, said rod also being the Southwest corner of a 14.044 acre tract of land known as Tract 2;

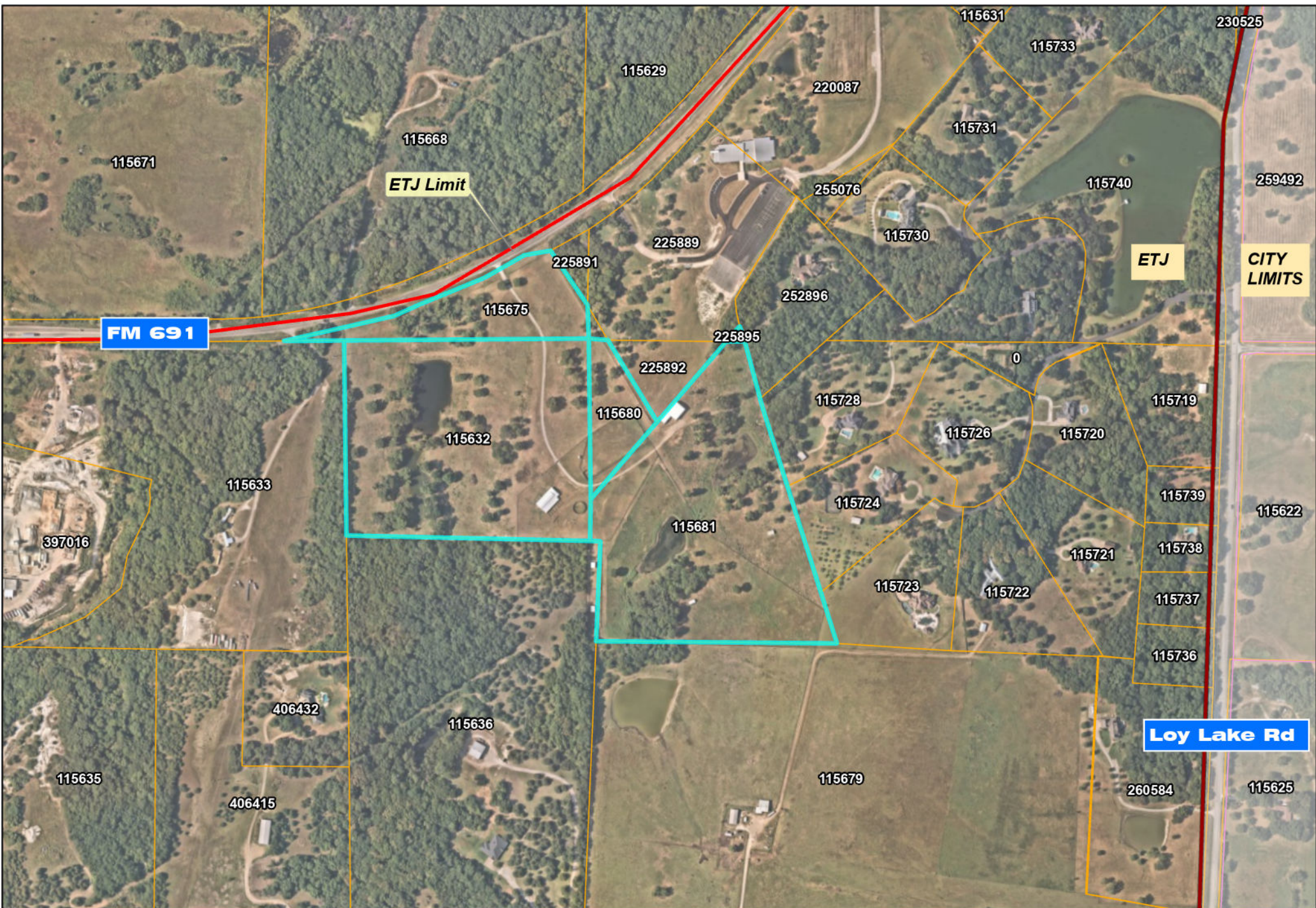
Thence South 86°59 '25" East, along the South line of said Tract 2, a distance of 25.00 feet to a point;

Thence South 02°29'16" West, a distance of 1356.32 feet to a point;

Thence North 88°03'13" West, a distance of 25.00 feet to a point in the West line of said Shannon Survey;

Thence North 02°29'16" East, along said Survey Line a distance of 1356.78 feet to the Point-at-Beginning and containing 0.778 acres of land more or less.

Recorders Memo
Some portions of this
Document may not be
clearly legible.





City Council Regular Meeting

Agenda Item No. H.5.

Meeting Date: 4/1/2024

Prepared By: Wayne Lee, Director of Engineering

Approved By: Teri Fine, Assistant to the City Manager

Caption:

*** Other Business**

Emergency Sewer Repair at Bordeaux Street and Burgundy Lane under Emergency Designation

Issue:

To approve the emergency sewer repair at Bordeaux Street and Burgundy Lane under Emergency Designation

Background:

City staff discovered a section of collapsed sewer main between Bordeaux St. and Burgundy Ln. This section of vitrified clay sewer main installed in 1964 has exceeded its design life and has caused a lot of maintenance issues for the Utility Department, including a regular water jet cleaning schedule to maintain flow until this issue can be resolved. The current condition of the main continues to place nearby customers at risk of backing up and is being replaced under an emergency declaration. This emergency repair consists of approximately 550LF of pipe and two manholes.

Origination:

Engineering Department

Financial Consideration:

The City staff's estimated cost to repair the sewer line is approximately \$157,740.00. The City's Utility Fund will be utilized to fund the repairs.

Staff Recommendation:

It is recommended that the emergency sewer repair at Bordeaux Street and Burgundy Lane 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. Unsigned Agreement
2. Quote - Bordeaux and Burgundy
3. Location Map

AGREEMENT

THIS AGREEMENT is by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality (the “CITY”), and Hayes Construction, LLC, a limited liability company (the “CONTRACTOR”). CITY and CONTRACTOR are sometimes referred to collectively as the “parties” or individually as a “party.”

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

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Contract Documents. The Work project is generally described as follows:

Emergency Sewer Repair at Bordeaux Street and Burgundy Lane - Emergency Designation

Article 2. ENGINEER

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

Article 3. CONTRACT TIME

- 3.1 The Work will be substantially completed and ready for final payment within 30 calendar days from the date when the Contract Time commences to run, as provided in the Special Conditions.
- 3.2 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the Special Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by CITY if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that CONTRACTOR shall pay CITY \$ 20.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by CITY as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein

Article 4. **CONTRACT PRICE**

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

At the unit prices shown on the Quote included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with the Special Conditions. Applications for Payment will be processed by ENGINEER, as provided in the Special Conditions.

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

The CITY shall retain 5% of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. When the Work is substantially complete, the retained amount may be reduced to 2%, at the CITY'S discretion.

Article 6. **INTEREST**

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

Article 7. **CONTRACTOR'S REPRESENTATIONS**

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

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.
- 7.2 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions and drawings of physical conditions, if any, which are contained or identified in the Contract Documents, and accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

- 7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to, or to supplement, those referred to above, which pertain to the subsurface or physical conditions at or contiguous to the site, or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are, or will be, required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of all Underground Facilities, whether indicated in the Contract Documents, or not. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are, or will be, required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 7.7 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.
- 7.8 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

The "Contract Documents," which comprise the entire agreement between CITY and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement
- 8.2 Certifications Required by Texas Law
- 8.3 Suspension and Debarment Certification
- 8.4 Agenda Item

- 8.5 Request for Quotation
- 8.6 Quotation
- 8.7 Form 1295, Certificate of Interested Parties
- 8.8 Certificate of Insurance
- 8.9 Performance Bond and POA
- 8.10 Payment Bond and POA
- 8.11 Notice to Proceed
- 8.12 Maintenance Bond and POA
- 8.13 Closeout Documents
- 8.14 Davis-Bacon Wage Determinations
- 8.15 Special Conditions
- 8.16 Technical Specification prepared or issued by City of Sherman
- 8.17 Drawings, consisting of attached exhibit
- 8.18 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Conditions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by CITY ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the Sherman City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the City Council's authorization for the City Manager to execute said Change Order. CONTRACTOR agrees that CITY'S project managers are authorized to issue Contingency Allowance Authorization but CITY'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

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

Article 9. INDEMNITY

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY

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

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

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

Article 10. **LIABILITY**

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

no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

Article 11. **TERMINATION**

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

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

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

Article 12. **MISCELLANEOUS**

- 12.1 Terms used in the Agreement will have the meanings indicated in the Special Provisions.
- 12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.
- 12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.
- 12.5 The parties acknowledge and agree that, in executing and performing this Agreement, CITY has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be

available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

- 12.6 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.
- 12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between CITY and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of CITY; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between CITY and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONTRACTOR.
- 12.11 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- 12.12 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

12.13 CITY and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to CITY, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or by ENGINEER on their behalf. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement (the "Effective Date").

CITY: CITY OF SHERMAN, TEXAS

CONTRACTOR: _____

By: _____

By: _____

Date: _____

Date: _____

(Corporate Seal)

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

Hayes Construction, LLC.
205 Cody Lane
Sherman, Texas 75092

lara@hayesconstruction.org
+1 (469) 512-7290



City of Sherman

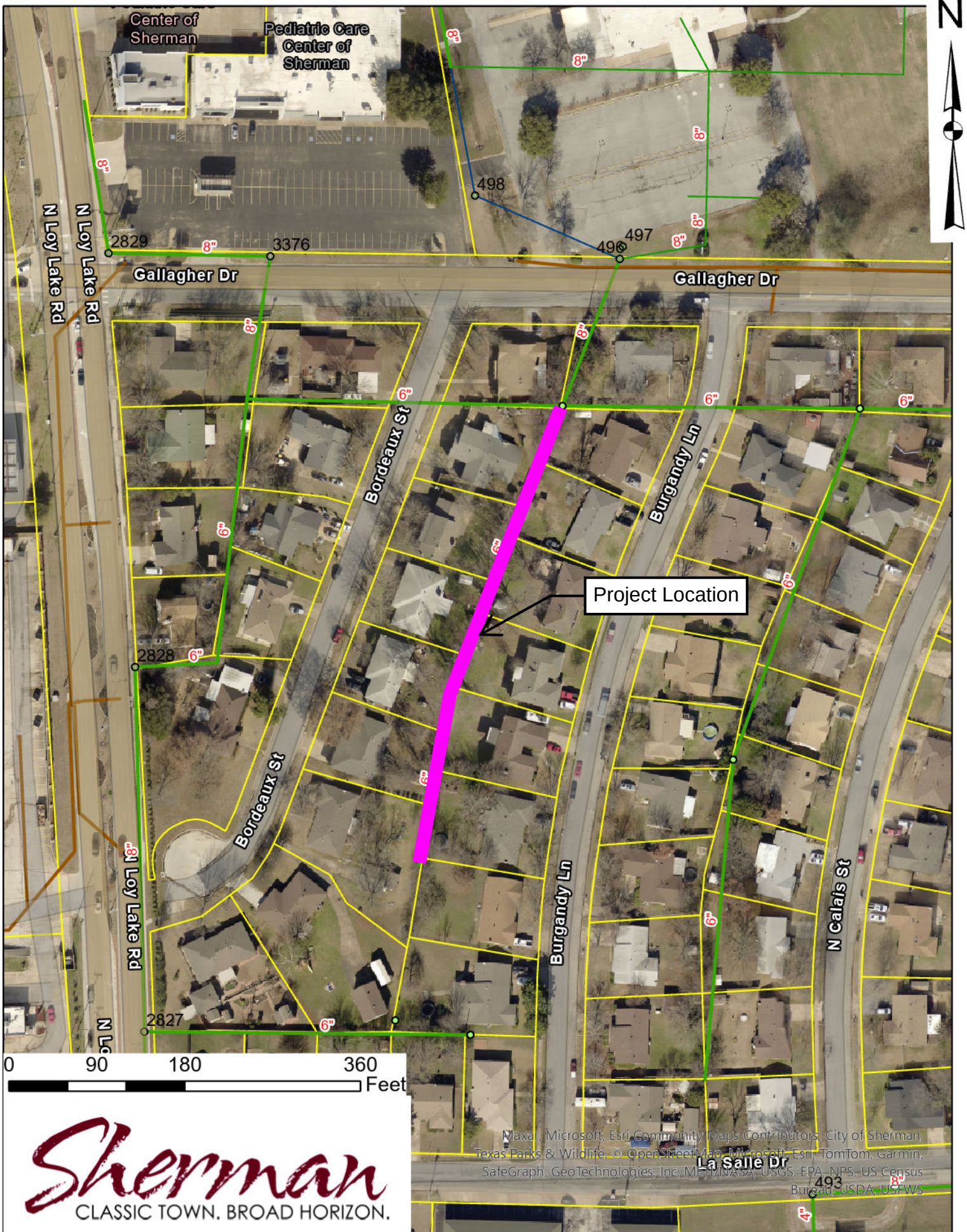
Bill to
City of Sherman
220 W. Mulberry Street
Sherman, Texas 75090

Estimate details
Estimate no.: S-24034
Estimate date: 03/07/2024

#	Product or service	SKU	Qty	Rate	Amount
1.	Mobilization Bordeaux and Burgundy This quote is for pipe bursting 6" existing sewer and replace with 6" DR-17 IPS size on size sewer. Additionally includes: 1) 14ea new sewer taps and tie to existing house lateral line 2) locate 4 ea services where clean out is not visible and placing new clean outs at these locations 3) replace up to 200 sq ft grass with either Bermuda or St. Augustine, exotic grasses excluded 4) remove and replace fence as necessary 5) remove and replace 2 ea sewer manholes and place new clean out at end of line 6) payment, performance and 1 year maintenance bond		1	\$7,000.00	\$7,000.00
2.	Replace sewer line 6" HDPE DR 17 IPS		550	\$115.00	\$63,250.00
3.	Service Tap 14 ea service taps and tie ins		14	\$3,800.00	\$53,200.00
4.	Sewer manhole remove and replace		2	\$9,975.00	\$19,950.00
5.	Construction Contingency 10% "Construction Contingency is to be used at the discretion of the City of Sherman for any unforeseen items. Any work performed without prior authorization from the City of Sherman shall not be paid under this item. The Contractor shall include this amount within their bid and understand the intent is not to utilize this item. At the completion of the work, funds not utilized in this item shall be removed from the contract. Payment for construction contingency shall be made by a lump sum price agreed on in writing by the City of Sherman and the Contractor before said work is commenced. The work is subject to all other conditions of the contract. The Contractor will only charge the fraction of the allowance that yields the agreed upon price which will be considered payment in full for all labor, materials, tools, equipment, and incidentals."		1	\$14,340.00	\$14,340.00

Total

\$157,740.00





City Council Regular Meeting

Agenda Item No. H.6.

Meeting Date: 4/1/2024

Prepared By: Wayne Lee, Director of Engineering

Approved By: Teri Fine, Assistant to the City Manager

Caption:

*** Other Business**

Emergency Sewer Repair in the area from 505 to 719 Kessler Blvd under Emergency Designation

Issue:

To approve the emergency sewer repair in the area from 505 to 719 Kessler Blvd under Emergency Designation

Background:

City staff discovered a section of collapsed sewer main between 505 and 719 Kessler Blvd. This section of 6-inch vitrified clay sewer main installed nearly 75 years ago has exceeded its design life and has caused maintenance issues for our Utility Department, including being on a regular water jetting schedule. The current condition of the main continues to place nearby customers at risk of backing up. This emergency work will transfer the customer sewer services from this 6-inch main to a parallel 24-inch main and, then abandon the 6-inch main under an emergency declaration.

Origination:

Engineering Department

Financial Consideration:

The City staff's estimated cost to repair the sewer line is approximately \$106,150.00. The City's Utility Fund will be utilized to fund the repairs.

Staff Recommendation:

It is recommended that the emergency sewer work in the area from 505 to 719 Kessler Blvd 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. Unsigned Agreement
2. Quote - Kessler Emergency Sewer Repair
3. Location Map

AGREEMENT

THIS AGREEMENT is by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality (the “CITY”), and Hayes Construction, LLC, a limited liability company (the “CONTRACTOR”). CITY and CONTRACTOR are sometimes referred to collectively as the “parties” or individually as a “party.”

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

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Contract Documents. The Work project is generally described as follows:

Emergency Sewer Repair at 505-719 Kessler Blvd. - Emergency Designation

Article 2. ENGINEER

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

Article 3. CONTRACT TIME

- 3.1 The Work will be substantially completed and ready for final payment within 30 calendar days from the date when the Contract Time commences to run, as provided in the Special Conditions.
- 3.2 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the Special Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by CITY if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that CONTRACTOR shall pay CITY \$ 20.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by CITY as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein

Article 4. **CONTRACT PRICE**

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

At the unit prices shown on the Quote included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with the Special Conditions. Applications for Payment will be processed by ENGINEER, as provided in the Special Conditions.

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

The CITY shall retain 5% of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. When the Work is substantially complete, the retained amount may be reduced to 2%, at the CITY'S discretion.

Article 6. **INTEREST**

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

Article 7. **CONTRACTOR'S REPRESENTATIONS**

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

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.
- 7.2 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions and drawings of physical conditions, if any, which are contained or identified in the Contract Documents, and accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

- 7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to, or to supplement, those referred to above, which pertain to the subsurface or physical conditions at or contiguous to the site, or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are, or will be, required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of all Underground Facilities, whether indicated in the Contract Documents, or not. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are, or will be, required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 7.7 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.
- 7.8 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

The "Contract Documents," which comprise the entire agreement between CITY and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement
- 8.2 Certifications Required by Texas Law
- 8.3 Suspension and Debarment Certification
- 8.4 Agenda Item

- 8.5 Request for Quotation
- 8.6 Quotation
- 8.7 Form 1295, Certificate of Interested Parties
- 8.8 Certificate of Insurance
- 8.9 Performance Bond and POA
- 8.10 Payment Bond and POA
- 8.11 Notice to Proceed
- 8.12 Maintenance Bond and POA
- 8.13 Closeout Documents
- 8.14 Davis-Bacon Wage Determinations
- 8.15 Special Conditions
- 8.16 Technical Specification prepared or issued by City of Sherman
- 8.17 Drawings, consisting of attached exhibit
- 8.18 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Conditions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by CITY ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the Sherman City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the City Council's authorization for the City Manager to execute said Change Order. CONTRACTOR agrees that CITY'S project managers are authorized to issue Contingency Allowance Authorization but CITY'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

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

Article 9. INDEMNITY

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY

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

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

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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.

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- 12.1 Terms used in the Agreement will have the meanings indicated in the Special Provisions.
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- 12.5 The parties acknowledge and agree that, in executing and performing this Agreement, CITY has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be

available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

- 12.6 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.
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- 12.8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of CITY; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between CITY and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONTRACTOR.
- 12.11 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- 12.12 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

12.13 CITY and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to CITY, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or by ENGINEER on their behalf. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement (the "Effective Date").

CITY: CITY OF SHERMAN, TEXAS

CONTRACTOR: _____

By: _____

By: _____

Date: _____

Date: _____

(Corporate Seal)

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

ESTIMATE

Hayes Construction, LLC.
205 Cody Lane
Sherman, Texas 75092

lara@hayesconstruction.org
+1 (469) 512-7290



City of Sherman

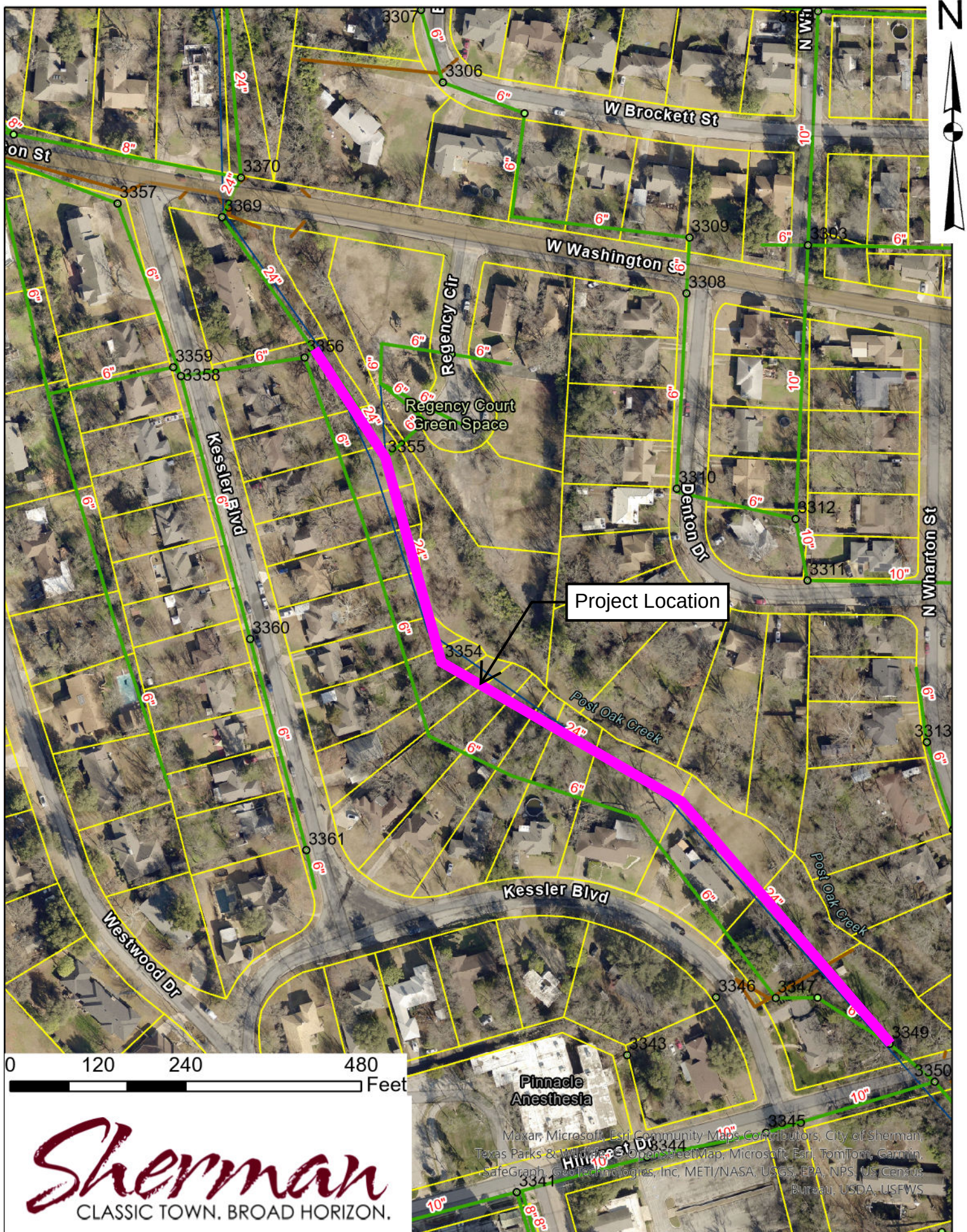
Bill to
City of Sherman
220 W. Mulberry Street
Sherman, Texas 75090

Estimate details
Estimate no.: S-24033
Estimate date: 03/07/2024

#	Product or service	SKU	Qty	Rate	Amount
1.	Mobilization This quote is to relocate a total of 17ea sewer services from 505 Kessler Blvd to 719 Kessler Blvd from the exisitng 6" damaged sewer main to 24" sewer main to include the following: 1) 17 ea. 4" inserta-tee sewer taps 2) extending sewer service from existing main to 24" main (approx 600Lf total) 3) 6 new clean outs (for houses that have no visible clean out now) 4) locating existing service line where no clean out is visible 5) up to 200 sq ft sod replacement (either Bermuda or St. Augustine- exotic grasses excluded) 6) Remove and replace existing fence where necessary to access sewer service 7) Remove from service manholes on existing 6" sewer below ground line and fill with flowable fill. 8) payment, performance and 1 year maintenance bonding ***Note- 24" sewer main is approx 14' deep at 505 Kessler and 12' deep at 719 Kessler ***Note- 515 and 525 Kessler have been priced separately due to existing service is in front of houses and will be routed to rear. These will require additional work (ie. bore, landscaping, concrete cut and repair)		1	\$5,000.00	\$5,000.00
2.	Relocate sewer services 15ea service relocates		15	\$4,700.00	\$70,500.00
3.	Relocate sewer services relocating services at 515 and 525 Kessler		2	\$7,800.00	\$15,600.00
4.	Abandon existing MH remove MH neck and fill with flowable		4	\$1,350.00	\$5,400.00
5.	Construction Contengency 10% "Construction Contingency is to be used at the discretion of the City of Sherman for any unforeseen items. Any work performed without prior authorization from the City of Sherman shall not be paid under this item. The Contractor shall include this amount within their bid and understand the intent is not to utilize this item. At the completion of the work, funds not utilized in this item shall be removed from the contract. Payment for construction contingency shall be made by a lump sum price agreed on in writing by the City of Sherman and		1	\$9,650.00	\$9,650.00

the Contractor before said work is commenced. The work is subject to all other conditions of the contract. The Contractor will only charge the fraction of the allowance that yields the agreed upon price which will be considered payment in full for all labor, materials, tools, equipment, and incidentals.”

Total	\$106,150.00
--------------	---------------------





City Council Regular Meeting

Agenda Item No. I.1.

Meeting Date: 4/1/2024

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

Animal Control Advisory Committee

Animal Control Advisory Committee (3)

Issue:

Dr. Ken Lawrence's term on the Animal Control Advisory Committee expired on February 2, 2024, and Mignon Plyler's term expired on March 17, 2024. They are both eligible and wish to serve again. There is also one vacant position on the board. Applications are on file from Pedro Sanchez, Sarah Pierce, and Janet Karam.

Background:

The Texas Health and Safety Code, Section 823.005, requires that the City establish and maintain an Advisory Committee to assist the Animal Control Department in carrying out their duties. On February 12, 2020, the City Council approved Resolution 6593, creating an Animal Control Advisory Committee. The Committee serves in an advisory capacity to assist the City's Animal Control Department in compliance with City and State regulations concerning the operation of the City's Animal Control facility.

Origination:

The reappointments originated with the Police Department.

Financial Consideration:

There is no financial consideration

Staff Recommendation:

Police Department staff recommends that Dr. Lawrence and Ms. Plyler be reappointed to the Board, and Janet Karam be appointed to the open position.

Alternatives:

The alternative is to delay reappointments and the appointment, or to appoint someone else.

Attachments:

1. Animal Control Advisory Committee
2. Animal Control Advisory Committee - Fact Sheet
3. Applicant List for Animal Control Advisory Committee
4. Ken Lawrence Reappointment Letter
5. Mignon Plyler Reappointment Letter
6. Pedro Sanchez Application
7. Sarah Pierce Application

8. Janet Karam Application

MEMBERSHIP ROSTER

ANIMAL CONTROL ADVISORY COMMITTEE

LENGTH OF TERMS: 3 Years

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Dr. Ken Lawrence		A 2/2/2021	2/2/2024		Licensed Veterinarian
Henry Marroquin		A 11/16/2021 R 3/17/2023	3/17/2023 3/17/2026	1 2	Municipal Official
Morgan Simpson		A 3/17/2020 R 3/17/2023	3/17/2023 3/17/2026	1 2	Animal Services Supervisor
Stephanie Phillips	n/a	A 3/17/2020 R 3/17/2022	3/17/2022 3/17/2025	1 2	Animal Welfare Organization
Kyle Wiser	1	A 3/17/2020 R 3/17/2022	3/17/2022 3/17/2025	1 2	Sherman Citizen
Vacant			3/17/2025		
Aaron Jason Bucy	4	A 10/5/2021	10/5/2024	1	Sherman Citizen
Mignon Plyler	4	A 3/17/2020 R 3/17/2021	3/17/2021 3/17/2024	0 1	Sherman Citizen

NOTE:

Officers		Term Begins	Term Expires
Chairman	Aaron Bucy	4/13/2022	4/13/2024
Vice Chairman			4/13/2024

FACT SHEET

ANIMAL CONTROL ADVISORY COMMITTEE

Established by RESOLUTION 6593 – FEBRUARY 12, 2020

1. Number of Members: EIGHT (8)
2. Term of Appointment: THREE (3) YEARS
3. Consecutive Term Rule: TWO FULL TERMS
4. Qualifications for Membership: COMPRISED OF 8 MEMBERS, AS FOLLOWS: 1 LICENSED VETERINARIAN; 1 MUNICIPAL OFFICIAL; 1 SHERMAN ANIMAL SERVICES SUPERVISOR; 1 REPRESENTATIVE FROM AN ANIMAL WELFARE ORGANIZATION; AND 4 SHERMAN CITIZENS
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization

CHAIRPERSON E VICE CHAIRPERSON E SECRETARY E

ELECTED APPOINTED
7. Departmental Responsibility: POLICE CHIEF
8. Meeting Date: ROUTINELY, BASED ON ADOPTED MEETING SCHEDULE, AT LEAST QUARTERLY
9. Attendance Requirements: IF A MEMBER IS ABSENT 33% OF THE REGULARLY SCHEDULED MEETING IN A CALENDAR YEAR, REGARDLESS OF EXCUSED OR NOT, (SPECIAL EXCEPTIONS MAY BE MADE – SEE BY-LAWS)

=====

PURPOSE:

Committee is a citizen's committee to the City Council, created to assist the City in communicating awareness to the citizens of Sherman, regarding the services, procedure, and compliance with State regulations concerning the operation of animal shelters and coordinating review of programs and services to better serve the community.

RESPONSIBILITIES:

- (1) Assist in the development of Animal Services' mission and policies;
- (2) Review and recommend long-range planning and budgeting for Animal Services;
- (3) Provide research, guidance, advice, sponsor reports and contribute information relevant to Animal Services program development, policies and procedures;
- (4) Serve as liaisons to the community, increasing support and awareness of Animal Services and assisting in the resolution of citizen concerns, issues, and grievances

APPLICANT LIST

Animal Control Advisory Committee

Positions Vacant 3

Applicant	Address	District	Qualifications
Dr. Ken Lawrence	95 Doubletree Dr. Denison	n/a	Current Member; Wishes to be Reappointed
Mignon Plyler	1102 S. Crockett	4	Current Member; Wishes to be Reappointed
Pedro Sanchez	2613 N. Shannon	1	Sherman Animal Control Services
Sarah Pierce	1102 S. Elm	4	The Milieu Wine Bar
Janet Karam	316 W. McGee	1	Artist, Realtor, Hypnotherapist

COMMENTS:

PUBLIC RECORDS DEPARTMENT

Phone No. (903) 892-7204

Fax No. (903) 892-7394

February 28, 2024

Dr. Ken Lawrence
95 Doubletree Dr.
Denison, Texas 75020



RE: Animal Control Advisory Committee

Dear Dr. Lawrence:

Your term on the Animal Control Advisory Committee expired on February 2, 2024. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

cc: Jeremy Cox, Police Lieutenant, Animal Services

X

I do wish to be considered for reappointment to this board

I do not wish to be considered for reappointment to this board

[Signature]
Signature

3/10/24
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106

PUBLIC RECORDS DEPARTMENT

Phone No. (903) 892-7204

Fax No. (903) 892-7394

February 28, 2024

Mignon Plyler
1102 S. Crockett
Sherman, Texas 75090



RE: Animal Control Advisory Committee

Dear Mignon:

Your term on the Animal Control Advisory Committee expires on March 17, 2024. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

cc: Jeremy Cox, Police Lieutenant, Animal Services

☒

I do wish to be considered for reappointment to this board

☐

I do not wish to be considered for reappointment to this board

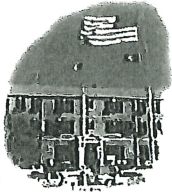
Mignon Plyler

Signature

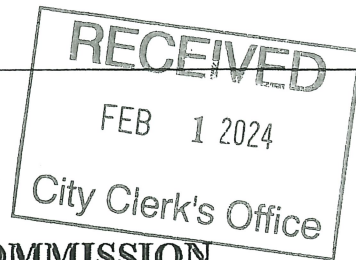
3-04-2024

Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION
MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Pedro J Sanchez

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board

or Commission: Sherman Animal Services Advisory Board

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: <u>2613 N Shannon St, Sherman, TX 75092</u>	Business Name: <u>Sherman Animal Services</u>
Mailing Address: <u>2613 N Shannon St, Sherman, TX 75092</u>	Occupation: <u>Animal Services Officer</u>
Telephone: <u>903-814-1051</u> Fax: _____	Address: <u>1800 E Ida Rd, Sherman, TX 75090</u>
E-Mail: <u>pedros@cityofsherman.com</u>	Telephone: <u>903-892-7255</u> Fax: _____
Sherman Resident for <u>26</u> years County: <u>Grayson</u>	E-Mail: <u>pedros@cityofsherman.com</u>
Drivers License No.: <u>36765479</u>	
Voter Registration No.: <u>87108</u> ✓	

Which Council District do you live in? (see attached map) District 1 ✓

Prior work experience: (please include dates)

Sherman Animal Services : May 2021- current

Greenville ISD Substitute Teacher: 2020-2021

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 2016

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: Texas A&M Commerce ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

I volunteered at the Sherman Goodwill while in high school 2014 & 2015

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - None

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I want to provide input that will help the Animal Shelter and the community. My background growing up in the City of Sherman and now working within the shelter gives me a unique perspective that I think will positively impact the Advisory Board.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Shelter reputation within the community: I would love to see the shelter continue to grow in regard to public outreach within the community. They currently do low cost adoption specials, but might be able to arrange more presentations that positively impact the Sherman Animal Shelter's image.

2) Aesthetic of the Animal Shelter: Continuing to make the shelter appear as friendly and welcoming as possible. This has already been improving at a rapid pace. For example, the inside of the dog runs could be more inviting or quieter, allowing the general public to take their time while looking at the dogs.

3) Size and housing within the shelter: The Animal Shelter could use more specialized areas and kennels for nursing animals, quarantine animals, and sick/injured animals.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Basic Animal Control Officer Certification, Euthanasia Certification, trained in shelter cleaning, animal behavior, field work, some animal medical work, public outreach presentations at schools.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

I work for the City of Sherman Animal Shelter, but believe my experience would be an asset to the board.

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No
Comments: I've spoken with my supervisor about my interest in joining the advisory board.

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

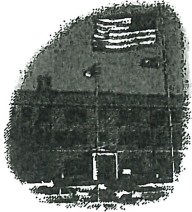
Signature: _____

Date: _____

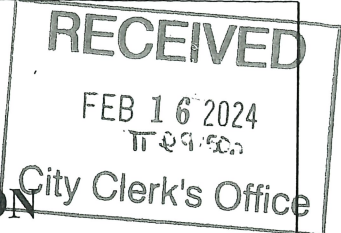
2/1/2024

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION
MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Sarah Reese

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Animal Control Advisory

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 1102 S. Elm St.
Mailing Address: Same
Telephone: 903-357-0745 Fax: _____
E-Mail: Sarah@thevilliewinebar.com
Sherman Resident for 21 years County: Crawford
Drivers License No.: 03835969
Voter Registration No.: 36381 ✓

Occupational Information

Business Name: The Miller Wine Bar
Occupation: Owner
Address: 218 W. Houston St. Suite 100
Telephone: 903-546-5002 Fax: N/A
E-Mail: Sarah@thevilliewinebar.com

Which Council District do you live in? (see attached map) 4 ✓

Prior work experience: (please include dates)

VP of Community Engagement @ Goodwill of Northeast TX 2016-2023

Educational Achievement:

High School Graduate? ☒ Yes ☐ No

Year Graduated/Left School? 1993

Business College, Correspondence School, Adult Education, Other? Brookdale Community College MSW

Name of College/University: 1

☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Sherrill Church - 2016 - 2019, Teyana Point in Time Homeless Count; 2017, 2018, 2019 etc, Downtown Church New 2016 - 2018...

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Taxes - None

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? un / p

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

Welfare of our community is important to me, this includes taking care of the animal population as well. I am also interested in animal safety while they travel in vehicles. I would like to lead how we can work to ensure their safety.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) As stated / Graysen County contributes to grow the city pushes out the natural wildlife population which moves into our community. How can we continue w/ growth while being mindful of our animal population.

2) Feral population is growing

3) To be able to see the shelter animals that are up for adoption possibly used in a way that could bring comfort to those in need. It is a pipe dream, and yet that is where many wonderful things begin.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Not sure taking animals is a skill. I enjoy learning various areas about our city and would like the opportunity to serve.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No

Comments:

Statement of Intent

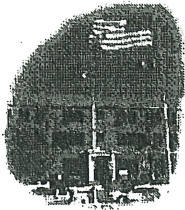
I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: [Signature]

Date: Feb 14, 2024

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

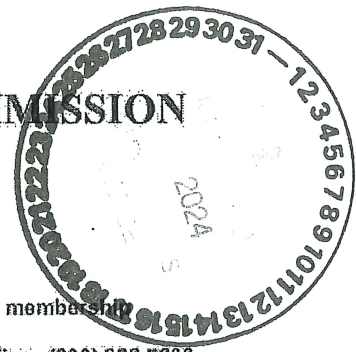
Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN

APPLICATION FOR BOARD OR COMMISSION

MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink

Please complete one application for each board or commission membership

Please limit attachments to two pages

For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Janet Karam

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board

or Commission: Sherman Animal Shelter

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 316 W McGee St, Sherman, TX 75092

Mailing Address: Same

Telephone: 903-821-3183

Fax: _____

E-Mail: janet@easyliferealty.com

Sherman Resident for 12 years County: Grayson

Drivers License No.: 22759148

Voter Registration No.: 1025523413 ✓

Occupational Information

Business Name: Janet Karam

Occupation: Artist, Realtor, Hypnotherapist

Address: 402 W Lamar St, Suite 106

Telephone: 9038213183

Fax: _____

E-Mail: janet@easyliferealty.com

Which Council District do you live in? (see attached map) District 1 ✓

Prior work experience: (please include dates)

Texoma Council of Governments 2011-2018

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 2015

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: University of North Texas

☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Habitat for Humanity 2018-2021

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - None

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one?

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?
/interested in helping the city increase animal adoptions and in becoming a no-kill shelter

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Public Perception- how animals are treated

2) Visibility/Awareness- publicizing animals available for adoption

3) Ease of adoption process

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

As an artist, I can paint pet portraits. I care deeply for animals and how they are treated

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☐ No
Comments:

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature:

Shelton

Date:

2/29/24

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



City Council Regular Meeting

Agenda Item No. M.1.

Meeting Date: 4/1/2024

Prepared By:

Approved By:

Caption:

Council Calendar

2024 Council Calendar

Issue:

Background:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

1. Council Calendar 2024

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
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	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