**CITY OF SHERMAN**
**CITY COUNCIL REGULAR MEETING AGENDA**
**COUNCIL CHAMBERS OF THE CITY HALL**
**220 WEST MULBERRY STREET**
**SHERMAN, TEXAS**
**MONDAY, MAY 20, 2024**
**5:00 PM**

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

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

**A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MAY 6, 2024.**

**Citizen Comments**

**B.1. CITIZEN COMMENTS**

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

**Consent Agenda**

**C.1. CONSENT AGENDA**

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

**Special Presentations**

**D.1. SPECIAL PRESENTATIONS**

To Present Communications Officer Arthur Coker, Patrol Officer Christian Ericksen, and Patrol Officer Caleb Burke with Life Saving Awards.

**Proclamations**

**E.1. PROCLAMATION**

"Motorcycle Safety Awareness Month" - May 2024

**E.2. PROCLAMATION**

"Children's Chorus of Greater North Texas" - 20th Anniversary

**Public Hearing**

**F.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6717**

Approving an Amended Project and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Seven, City of Sherman, Texas, Established Pursuant to Chapter 311 of the Texas Tax Code; Providing a Repealer Clause, Severability Clause and an Effective Date

**F.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6718**

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

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land being in Block 1, Lots 27, 28, 29 and 30 of HM Sumners 2nd Addition, City Of Sherman, Grayson County, Texas, Located At 923 East Jones Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-5 (Single Family Residential) District Zoning Classification, Jose Tobar (Owner), Diego Tobar (Representative) and Preston Trail Land Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

**F.3.** **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6719**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow A Smoke Shop in a C-2 (General Commercial) District, Located At 4520 Texoma Parkway Suites M & N, being a part of the W.M. Patterson Survey, Abstract No. 503, City Of Sherman, Grayson County, Texas Texoma South Development Corporation (Owner), Vapor Maven TX, LLC (Representative) and Copley Land Surveying (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

**F.4.** **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6720**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 13.982 Acres in the Elizabeth Jones Survey, Abstract No. 625 and being a Portion of a Called 28.989 Acre Tract in the FM 1417 Overlay District, City Of Sherman, Grayson County, Texas, Located In The 3400 Block West Houston Street, Heretofore Zoned C-2 (General Commercial) District; Rezoning And Placing The Tract In The MF-15 (Multi Family Residential) District Zoning Classification, Harvest Time Assembly of God Church (Owner), Shay Geach, P.E. (Representative) and Kimley Horn (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

**F.5.** **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6721**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Dwellings, Single-family for Rent (build-to-rent) in a MF-15 (Multi Family Residential) District, Located In The 3400 Block West Houston Street, Consisting Of 13.982 acres in the Elizabeth Jones Survey, Abstract No. 625 and being a portion of a called 28.989 acre tract in the FM 1417 Overlay District, City Of Sherman, Grayson County, Texas; Harvest Time Assembly of God Church (Owner), Shay Geach, P.E. (Representative) and Kimley Horn (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

**F.6.** **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6722**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow A Veterinarian, Animal Hospital, Pound or Shelter, Indoor or Outdoor Kennels in a C-2 (General Commercial) District, Located At 5444 Texoma Parkway, being Lot 3 of Barnes/Kirkpatrick Addition, City Of Sherman, Grayson County, Texas Nathan Gill (Owner), Will Knobler (Representative) and Underwood Drafting & Surveying, LLC (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date;

**F.7.** **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6723**

Extending the Corporate Limits of Said City so as to Annex an Area of Land Consisting of Approximately 2.02 acres of Land Located North of Post Oak Creek and South of Three Oaks, Phase II, and West of Three Oaks Phase III Adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction, on Application of the Landowner; Providing that the Owners and Inhabitants of the Subject Area of Land shall be Entitled to the Rights and Privleges of Other Citizens of the City of Sherman and Shall be Bound by the Acts and Ordinances now in Effect and hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and Sherman's General Zoning Ordinance,

Ordinance No. 2280; Providing a Savings/Repealing Clause, Severability Clause and an Effective Date; and Providing for the Publication of the Caption hereof

**F.8.** **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6724**
Closing and Abandoning a Portion of Right of Way in the City of Sherman, Grayson County, Texas, Said Right of Way being Established in Instrument Number 2022-55 of Plat Records of Grayson County, Texas; Authorizing the City Manager to Execute a Quitclaim Deed Conveying the Same to Terra Perpetua, LLC, the Adjoining Property Owner

**F.9.** **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6725**
Abandoning a Portion of One (1) Fifteen-foot (15') wide Sanitary Sewer Easement Located in Lot 2-HOA, Block F of Replat Bel-Air Village, Phase 1, Being More Particularly Described in the Exhibit "A" Attached Hereto and Made a P art Hereof for all Purposes, which Sanitary Sewer Easement is Established in Instrument No. 2022-55, Plat Records, Grayson County, Texas

**F.10.** **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6726**
Abandoning One (1) 3.728 acre Detention Easement located in Lot 2-HOA, Block F of Replat Bel-Air Village, Phase 1, Being More Particularly Described in the Exhibit "A" Attached Hereto and Made a Part Hereof for all Purposes, which Detention Easement Being is Established in Instrument No. 2022-55, Plat Records, Grayson County, Texas

**F.11.** **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6727**
Closing and Abandoning Two (2) Platted Alleys in the City of Sherman, Grayson County, Texas, being more Particularly Described in the Exhibit "A" attached hereto and Made a Part of Hereof for all Purposes, said Alley being Established in Volume 203, Page 326 of Deed Records of Grayson County, Texas

**Close Public Hearing and Consider Adoption of Ordinances**

**G.1.** **CLOSE PUBLIC HEARING**
Consider Adoption of Ordinances 6717, 6718, 6719, 6720, 6721, 6722, 6723, 6724, 6725, 6726 & 6727.

**Resolutions**

**H.1.** **RESOLUTION NO. 7300**
Confirming the Employment of the Sherman Parks and Recreation Department's Parks and Recreation Director

**H.2.** **RESOLUTION NO. 7301**
Authorizing Execution of the Third Amendment to the Bel Air Village Master Development Agreement with Terra Perpetua, LLC, a Delaware Limited Liability Company, Amending the Terms and Conditions of the Bel Air Master Development Agreement Dated December 18, 2020 and approved by Resolution No. 6676.

**H.3.** **RESOLUTION NO. 7302**
Authorizing the Execution of an Amended License Agreement with Sherman Sports and Entertainment, LLC, for the Use of Veterans Field

**H.4.** **RESOLUTION NO. 7303**
Authorizing Execution of a Street and Utility Agreement between the City of Sherman and Sherman Independent School District for Design and Construction of Certain Public Infrastructure Related to Lone Star Parkway and Heritage Ranch Trail

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

**H.5.** **** RESOLUTION NO. 7304***

Authorizing the City Manager or His Designee to Execute a Special Warranty Deed for the Purchase of 1.488 Acres of Land, More or Less, in the Friar Mcneely Survey, Abstract No. 826, in Sherman, Grayson County, Texas, Being More particularly Described on the Attached Exhibit "A" Attached Hereto and Made a Part of Hereof for All Purposes

**H.6.** **** RESOLUTION NO. 7305***

Authorizing Execution of Amendment No. 1 to the Professional Services Agreement with Parkhill, Smith & Cooper, Inc, DBA Parkhill for Groundwater Analysis and Development Phase I: Hydrologic Conditions Assessment and Model

**H.7.** **** RESOLUTION NO. 7306***

Authorizing Execution of Amendment No. 3 to the Professional Services Agreement with Plummer Associates, Inc. for Engineering Services for Design of the Wastewater Treatment and Water Reuse Master Plan Project

**H.8.** **** RESOLUTION NO. 7307***

Awarding a Bid to and Authorizing Execution of a Contract Between Western Municipal Construction of Texas, LLC and the Greater Texoma Utility Authority Based on an Invitation to Bid for the Post Oak Sanitary Sewer Improvements

**H.9.** **** RESOLUTION NO. 7308***

Awarding a Bid to and Authorizing Execution of a Contract with Mountain Cascade of Texas, LLC, Based on an Invitation to Bid for the NTMWD 72-inch WL Replacement

**H.10.** **** RESOLUTION NO. 7309***

Authorizing Execution of a Professional Services Agreement with Mead & Hunt, Inc. for the Post Oak Wastewater Treatment Plant Digester Evaluation and Preliminary Engineering Feasibility Report

**H.11.** **** RESOLUTION NO. 7310***

Awarding Bids to and Authorizing Execution of Contracts with Multiple Vendors for Annual Finish and Rough Mowing Services

**H.12.** **** RESOLUTION NO. 7311***

Authorizing the Execution of an Encroachment Agreement with Carlos Contreras for the Encroachment of an Existing Building within 20-foot Utility Easement Established in Vol. 662, Page 379, Deed Records, Grayson County, Texas.

**H.13.** **** RESOLUTION NO. 7312***

Authorizing Purchase of New Xybix Workstations (All Equipment and Electrical) for Sherman Police Department Emergency Communications Center through Government Cooperative Pricing

**Other Business**

**I.1.** **OTHER BUSINESS**

Discussion of Subdivision Ordinance and Engineering Design Standards Manual

**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.

Receive legal advice from City Attorney regarding election matters

**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.

Crossroads Development

Utility Issues

Marriott Hotels

**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

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

**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 May 17, 2024 at 4:59 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 17th day of May 2024, City of Sherman, Texas

_____

City Clerk

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

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

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

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

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

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

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

**STATE OF TEXAS** §

**May 6, 2024**

**COUNTY OF GRAYSON** §

**BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on May 6, 2024.**

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

**MEMBERS ABSENT:** **NONE.**

**CALL TO ORDER** — **CALL TO ORDER**

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

**APPROVE MINUTES** — **APPROVE MINUTES**

**The Council reviewed the Minutes of the Regular City Council Meeting of April 15, 2024. Council Member Howeth moved to approve the Minutes, as presented; Second by Council Member Dobbs; All present voted AYE.**
**MOTION CARRIED.**

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

**There were no citizen's comments.**

**CONSENT AGENDA** — **CONSENT AGENDA**

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

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

**PROCLAMATION**

**"WATER SAFETY MONTH" - MAY 2024** — **WATER SAFETY MONTH (MAY 2024)**

**Mayor Plyler presented a proclamation to Christy Baca, representing Texoma Swim Academy, designating May 2024 as "Water Safety Month." Others in attendance were Jennifer Poteat, Executive Director for Colin's Hope; Dana Gage with the LV Project; Jeremy Smith, NDPA Executive Board Member; and Jesus Alderate, Injury Prevention with Children's Health.**

**"MENTAL HEALTH AWARENESS MONTH" - MAY 2024** — **MENTAL HEALTH AWARENESS MONTH (MAY 2024)**

**Council Member Howeth presented a proclamation to members of the Texoma Behavioral Health Leadership Team, designating May 2024 as "Mental Health Awareness Month." Members accepting the proclamation were Dr. Jeremy McMillen, President, TBHLT; Sylvia Cave, CEO of Texoma Community Center; Judge Larry Phillips; Lawrence Davis, Owner Grayson Petroleum; and Juston Sloan, Emerson.**

**ORD 6714 WATER CONSERVATION & DROUGHT CONTINGENCY & WATER EMERGENCY PLAN**

**Mayor Plyler introduced Ordinance No. 6714 and called for a public hearing:**
**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 6207; ADOPTING A NEW WATER CONSERVATION AND DROUGHT CONTINGENCY AND WATER EMERGENCY MANAGEMENT PLAN; PROVIDING FOR ENFORCEMENT, PENALTIES AND DISCONNECTION OF WATER SERVICE FOR NONCOMPLIANCE; REQUIRING THE FILING OF THIS ORDINANCE AND PLAN WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF $2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

**Clint Philpott, Assistant City Manager, said the Texas Commission on Environmental Quality requires that the plan be updated every five years. He explained the different stages of the plan, and when they would be enacted.**

**No citizens appeared before the City Council to discuss Ordinance No. 6714.**

**ORD 6715 POLICE & FIRE FIGHTERS AUTHORIZED POSITIONS**

**Mayor Plyler introduced Ordinance No. 6715 and called for a public hearing:**
**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES, ENTITLED "PERSONNEL", ARTICLE 9.05, ENTITLED "CIVIL SERVICE FOR FIREFIGHTERS AND POLICE OFFICERS", AT SECTION 9.05.026, ENTITLED "AUTHORIZED NUMBER OF POSITIONS", TO REVISE THE NUMBER OF AUTHORIZED POSITIONS IN THE POLICE DEPARTMENT; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.**

**Wes Trisler, Assistant Police Chief, explained that the ordinance would add three patrol officers and address the need to add additional sergeants. This will reduce the number of officers each sergeant supervises. The action will also be the first step in eliminating the corporal rank.**

**No citizens appeared before the City Council to discuss Ordinance No. 6715.**

**ORD 6716 INDUSTRIAL WASTE DISPOSAL**

**Mayor Plyler introduced Ordinance No. 6716 and called for a public hearing:**
**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF SHERMAN, TEXAS, AT CHAPTER 13 (UTILITIES), ARTICLE 13.07 (WATER, SEWERS AND SEWAGE DISPOSAL), DIVISION 5 (REGULATIONS FOR DISPOSAL OF INDUSTRIAL WASTE); MODIFYING CERTAIN EXISTING REGULATIONS AND PRESCRIBING CERTAIN NEW REGULATIONS RELATING TO DISPOSAL OF INDUSTRIAL WASTE); PROVIDING A REPEALING CLAUSE, A SEVERABILITY CLAUSE AND A PENALTY CLAUSE WITH A MAXIMUM FINE OF $2,000.**

**Mr. Philpott said this is a substantial modification to the industrial waste disposal program, with the last major update in 2005. There were minor modifications in 2011 and 2019.**

**Janet Sims, Senior Project Manager, Mead and Hunt**
**Ms. Sims explained that the Wastewater Treatment Plant is permitted through the Texas Commission on Environmental Quality, and they require an Industrial Pretreatment Program because Sherman receives a large contribution of industrial waste.**

**The pollutants from the industries can cause contamination to the waters, sludge, and workers at the plant. The pretreatment program is in accordance with Federal regulations.**

**She discussed the specifics of the program and the implementation at the Wastewater Treatment Plant.**

**No citizens appeared before the City Council to discuss Ordinance No. 6716.**

**The Public Hearing was closed.**

**Ordinance 6714** — **ORD 6714 WATER CONSERVATION & DROUGHT CONTINGENCY & WATER EMERGENCY PLAN**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 6207; ADOPTING A NEW WATER CONSERVATION AND DROUGHT CONTINGENCY AND WATER EMERGENCY MANAGEMENT PLAN; PROVIDING FOR ENFORCEMENT, PENALTIES AND DISCONNECTION OF WATER SERVICE FOR NONCOMPLIANCE; REQUIRING THE FILING OF THIS ORDINANCE AND PLAN WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF $2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

**Ordinance 6715** — **ORD 6715 POLICE & FIRE FIGHTERS AUTHORIZED POSITIONS**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES, ENTITLED "PERSONNEL", ARTICLE 9.05, ENTITLED "CIVIL SERVICE FOR FIREFIGHTERS AND POLICE OFFICERS", AT SECTION 9.05.026, ENTITLED "AUTHORIZED NUMBER OF POSITIONS", TO REVISE THE NUMBER OF AUTHORIZED POSITIONS IN THE POLICE DEPARTMENT; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.**

**Ordinance 6716** — **ORD 6716 INDUSTRIAL WASTE DISPOSAL**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF SHERMAN, TEXAS, AT CHAPTER 13 (UTILITIES), ARTICLE 13.07 (WATER, SEWERS AND SEWAGE DISPOSAL), DIVISION 5 (REGULATIONS FOR DISPOSAL OF INDUSTRIAL WASTE); MODIFYING CERTAIN EXISTING REGULATIONS AND PRESCRIBING CERTAIN NEW REGULATIONS RELATING TO DISPOSAL OF INDUSTRIAL WASTE); PROVIDING A REPEALING**

**CLAUSE, A SEVERABILITY CLAUSE AND A PENALTY CLAUSE WITH A MAXIMUM FINE OF $2,000.**

**ACTION TAKEN.**

**Motion by Council Member Stevenson to approve Ordinance Nos. 6714, 6715, and 6716, as presented. Second by Council Member Holland.**

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

**RES 7294**
**WATER TREATMENT PLANT PROJECT**

**RESOLUTION NO. 7294 -- AUTHORIZING EXECUTION OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PAPE-DAWSON ENGINEERS, INC. FOR SHERMAN WATER TREATMENT PLANT - CONCENTRATE DISCHARGE AND OUTFALL DESIGN SERVICES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PAPE-DAWSON ENGINEERS, INC. FOR SHERMAN WATER TREATMENT PLANT – CONCENTRATE DISCHARGE AND OUTFALL DESIGN SERVICES.**

**Tom Pruitt, Utility Engineer, explained this resolution will provide additional funds for the project at the concentrate discharge line, on the open channel portion. The property owner requested that a culvert be added prior to granting the easement.**

**ACTION TAKEN.**

**Motion by Deputy Mayor Teamann to approve Resolution No. 7294, as presented. Second by Council Member Dobbs.**

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

**RES 7295**
**LOWER POST OAK CREEK INTERCEPTOR CAPACITY IMPROVEMENTS**

**RESOLUTION NO. 7295 -- AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH LOCKWOOD, ANDREWS & NEWNAM, INC. FOR THE LOWER POST OAK CREEK INTERCEPTOR CAPACITY IMPROVEMENTS**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH LOCKWOOD, ANDREWS, & NEWNAM, INC. FOR ENGINEERING SERVICES FOR THE LOWER POST OAK CREEK INTERCEPTOR CAPACITY IMPROVEMENTS.**

**Mr. Pruitt said this project was included in the 2023 Wastewater Master Plan. The project is broken into three phases, and this agreement is for the Lower Post Oak Creek Interceptor Capacity Improvements. The project must start from downstream, in order to not flood the area as the other projects are completed.**

**ACTION TAKEN.**

**Motion by Council Member Dobbs to approve Resolution No. 7295, as presented. Second by Deputy Mayor Teamann.**

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

**RESOLUTION NO. 7296 -- AUTHORIZING THE PURCHASE OF A FORD F-250 TRUCK FROM RUSH TRUCK CENTERS FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)**

**RES 7296 FLEET PURCHASE**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2024 FORD F250 TRUCK FROM RUSH TRUCK CENTERS FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD).**
**CONSENT AGENDA.**

**RESOLUTION NO. 7297 -- AUTHORIZING THE PURCHASE OF A 2024 FORD F-750 DUMP TRUCK FROM RUSH TRUCK CENTERS FOR THE STREET MAINTENANCE DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD)**

**RES 7297 FLEET PURCHASE**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2024 FORD F-750 DUMP TRUCK FROM RUSH TRUCK CENTERS FOR THE STREET MAINTENANCE DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD.**
**CONSENT AGENDA.**

**RESOLUTION NO. 7298 -- AUTHORIZING PAYMENT TO OVERDRIVE ENTERTAINMENT FOR COSTS ASSOCIATED WITH SHERMAN'S SUMMER MUSIC SERIES**

**RES 7298 SUMMER MUSIC SERIES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING PAYMENT TO OVERDRIVE ENTERTAINMENT FOR COSTS ASSOCIATED WITH SHERMAN'S SUMMER MUSIC SERIES.**
**CONSENT AGENDA.**

**RESOLUTION NO. 7299 -- AUTHORIZING EXECUTION OF AN AGREEMENT WITH HABITAT FOR HUMANITY FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 521 EAST CARTER STREET WITHIN THE CITY OF SHERMAN REINVESTMENT ZONE, NUMBER 10 (#10)**

**RES 7299 RESIDENTIAL TAX ABATEMENT (521 E. CARTER)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH HABITAT FOR HUMANITY FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 521**

**EAST CARTER STREET WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10).**
**CONSENT AGENDA.**

**OTHER BUSINESS**

**PRESENTATION FROM HIDELL ON THE CITY HALL RENOVATIONS**

**CITY HALL RENOVATIONS**

**Aaron Babcock, Consultant, Hidell & Associates, updated the City Council on the proposed remodel of City Hall. They have worked with staff to provide a better workflow and make it more efficient for employees and visitors. He presented the "basis of the design" but said they are still in the design phase.**

**The project will be bid in June or July, with Council approval scheduled for July 2024. They have also recommended that staff vacate the building during the construction phase. This should allow for a better contractor cost and a better timeframe. Construction should be six to eight months, starting in August 2024 and ending in the Spring of 2025. During construction, City Hall would be relocated to the old Police Department. Mr. Babcock presented an overview of the proposed design for the new City Hall.**

**Robby Hefton, City Manager, said money for the project is available from the 2023 Bond Issue, and the estimated cost is about $3 million. Council Members were in favor of moving forward with the project.**

**RECEIVE PRESENTATION ON NEW MAIN STREET SIGNS**

**MAIN STREET SIGNS**

**Nate Strauch, Community and Support Services Manager, said that the Main Street Advisory Board would like to designate a portion of Travis Street, between Washington Street and Jones Street, with the honorary designation of "Main Street." The legal name of the street nor any addresses would not change.**

**He presented an example of signs that would be added to existing street signs with the designation for the main thoroughfare.**

**CONSIDER APPROVAL OF THE ANNEXATION SCHEDULING PLAN FOR THE PROPOSED ANNEXATION OF APPROXIMATELY 2.02 ACRES OF LAND LOCATED NORTH OF POST OAK CREEK AND SOUTH OF THREE OAKS, PHASE II, AND WEST OF THREE OAKS PHASE III AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION; AND DIRECTING THE DEPARTMENT OF ENGINEERING SERVICES TO DEVELOP A SERVICE PLAN FOR THE AREA TO BE ANNEXED UPON APPROVAL OF THE ANNEXATION SCHEDULING PLAN**

**ANNEXATION SCHEDULE (THREE OAKS, SECTION 4)**

**Rob Rae, Director of Development Services, said this annexation was requested by the developer and would be heard by the Council on May 20, 2024. This would add a small 2.02 acre tract into the City Limits.**

**ACTION TAKEN.**

**Motion by Deputy Mayor Teamann to approve the Annexation Scheduling Plan for the proposed annexation of approximately**

**2.02 acres of land, as presented. Second by Council Member Dobbs.**

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

**COUNCIL COMMENTS** — **COUNCIL COMMENTS**

- **Recognized the Sherman Symphony on a recent concert and congratulated Susan Barker on being honored for playing 40 years with the Symphony. (Pam Howeth)**

- **Thanks to the City of Sherman for their help with the recent Cinco de Mayo celebration in Downtown Sherman. (Henry Marroquin)**

- **Congratulations to St. Mary's Catholic Parish on their 150th Anniversary in Sherman. (David Plyler)**

**ANNOUNCEMENTS** — **ANNOUNCEMENTS**

**Mayor Plyler announced the following:**

- **Hot Summer Nights will begin June 6, 2024, with Don Felder of the Eagles, and then continue every Thursday in June and July.**

- **Downtown Sherman Now will host Craft the Night Away on May 18, 2024. Tickets are available online.**

- **Coffee with the May will be held June 7, 2024 at Bob Utter Ford.**

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

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

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

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

**TEX. GOV'T CODE § 551.073 --**
**DELIBERATING A NEGOTIATED CONTRACT FOR A PROSPECTIVE GIFT OR DONATION TO THE CITY IF**

**DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON**

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

**A) Parks and Recreation Director**

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

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

**A) Heritage Ranch Development**

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

**On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:44 p.m.**

**On Motion duly made and carried, the Executive Session recessed at 6:08 p.m. and reconvened in Open Meeting.**

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

**ADJOURNMENT** **ADJOURNMENT**

**On Motion duly made and carried, the meeting adjourned at 6:09 p.m.**

**MAYOR**

**CITY CLERK**

# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Regular Meeting** Agenda Item No. C.1.

**Meeting Date:** 5/20/2024

**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:**

**H.** **** RESOLUTION NO. 7304***

**5.** Authorizing the City Manager or His Designee to Execute a Special Warranty Deed for the Purchase of 1.488 Acres of Land, More or Less, in the Friar Mcneely Survey, Abstract No. 826, in Sherman, Grayson County, Texas, Being More particularly Described on the Attached Exhibit "A" Attached Hereto and Made a Part of Hereof for All Purposes

**H.** **** RESOLUTION NO. 7305***

**6.** Authorizing Execution of Amendment No. 1 to the Professional Services Agreement with Parkhill, Smith & Cooper, Inc, DBA Parkhill for Groundwater Analysis and Development Phase I: Hydrologic Conditions Assessment and Model

**H.** **** RESOLUTION NO. 7306***

**7.** Authorizing Execution of Amendment No. 3 to the Professional Services Agreement with Plummer Associates, Inc. for Engineering Services for Design of the Wastewater Treatment and Water Reuse Master Plan Project

**H.** **** RESOLUTION NO. 7307***

**8.** Awarding a Bid to and Authorizing Execution of a Contract Between Western Municipal Construction of Texas, LLC and the Greater Texoma Utility Authority Based on an Invitation to Bid for the Post Oak Sanitary Sewer Improvements

**H.** **** RESOLUTION NO. 7308***

**9.** Awarding a Bid to and Authorizing Execution of a Contract with Mountain Cascade of Texas, LLC, Based on an Invitation to Bid for the NTMWD 72-inch WL Replacement

**H.** **** RESOLUTION NO. 7309***

**10.** Authorizing Execution of a Professional Services Agreement with Mead & Hunt, Inc. for the Post Oak Wastewater Treatment Plant Digester Evaluation and Preliminary Engineering Feasibility Report

**H.** **** RESOLUTION NO. 7310***

**11.** Awarding Bids to and Authorizing Execution of Contracts with Multiple Vendors for Annual Finish and Rough Mowing Services

**H. ** RESOLUTION NO. 7311***

**12.** Authorizing the Execution of an Encroachment Agreement with Carlos Contreras for the Encroachment of an Existing Building within 20-foot Utility Easement Established in Vol. 662, Page 379, Deed Records, Grayson County, Texas.

**H. ** RESOLUTION NO. 7312***

**13.** Authorizing purchase of new Xybix workstations (all equipment and electrical) for Sherman Police Department Emergency Communications Center through government cooperative pricing.

**Background:**

**Origination:**

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

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**Attachments:**
None

# SHERMAN CITY COUNCIL
## Agenda Communication Form

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

**Meeting Date:** 5/20/2024

**Prepared By:** Karen Wolff, Administrative Secretary

**Approved By:** Robby Hefton, City Manager

**Caption:**

**Special Presentations**

To Present Communications Officer Arthur Coker, Patrol Officer Christian Ericksen, and Patrol Officer Caleb Burke with Life Saving Awards.

**Issue:**

To Present Communications Officer Arthur Coker, Patrol Officer Christian Ericksen, and Patrol Officer Caleb Burke with Life Saving Awards.

**Background:**

Communications Officer Arthur Coker received a 911 call from a distressed individual who was desperately trying to rouse his wife, who had suffered an apparent heart attack and subsequent cardiac arrest. Arthur quickly began caller interrogation via Emergency Medical Dispatch. Immediately after initiating the protocol, he was alerted that the patient did not present any signs of consciousness or breathing. Without hesitation, Arthur instructed the caller on how to initiate effective hands-only CPR. Arthur provided precise and timely instructions that led to compressions beginning within one minute and ten seconds.

Throughout the incident, Arthur conducted regular re-evaluations, provided encouragement, and delivered vital instructions while EMS rushed to the scene. Upon arrival, paramedics took over and quickly transported the patient to the hospital. The patient, a prominent member of the city, is still living today.

Arthur's adept handling of the International Academies Emergency Medical Dispatch Protocol, meticulous attention to detail, and remarkable composure under pressure played pivotal roles in the life-saving efforts that ultimately prolonged the life of this Sherman citizen.

In recognition of his actions for the saving of a human life, Arthur Coker is hereby awarded the Sherman Police Department Life Saving Award.

---

Sherman officers were dispatched to a welfare concern of a male who had overdosed on cocaine. Officer Caleb Burke was first to arrive and located the male on the floor and not breathing. Officer Burke began providing CPR and after a short while, the male gasped for air and began breathing. Officer Burke deployed Narcan and rolled the male into the recovery position. The male again became unresponsive. Officer Christian Ericksen quickly started performing CPR. He continued the CPR until the male victim began breathing again.

Sherman Fire/EMS arrived a short time later and began providing medical assistance. The male was transported to Wilson N. Jones emergency room where he was later stabilized and survived the ordeal.

Officer Burke's and Officer Ericksen's selfless and courageous acts of rendering aid in a sudden and unexpected

emergency situation resulted in the preservation of a life. By their noteworthy accomplishments, perseverance, fearlessness, and devotion to duty, Officer Burke and Officer Ericksen reflected great credit upon themselves and upheld the highest traditions of the Sherman Police Department.

In recognition of their actions for the saving of a human life, Officers Caleb Burke and Christian Ericksen are hereby awarded the Sherman Police Department Life Saving Award.

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**Origination:**
Sherman Police Department

**Financial Consideration:**
None

**Staff Recommendation:**
To recognize these individuals

**Alternatives:**

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**Attachments:**
1. Life Saving Award - Coker
2. Life Saving Award - Ericksen
3. Life Saving Award - Burke

awards the

# Life Saving Award



to

# Arthur Coker

**Communications Officer Arthur Coker received a 911 call from a distressed individual who was desperately trying to rouse his wife, who had suffered an apparent heart attack and subsequent cardiac arrest. Arthur quickly began caller interrogation via Emergency Medical Dispatch. Immediately after initiating the protocol, he was alerted that the patient did not present any signs of consciousness or breathing. Without hesitation, Arthur instructed the caller on how to initiate effective hands-only CPR. Arthur provided precise and timely instructions that led to compressions beginning within one minute and ten seconds.**

**Throughout the incident, Arthur conducted regular re-evaluations, provided encouragement, and delivered vital instructions while EMS rushed to the scene. Upon arrival, paramedics took over and quickly transported the patient to the hospital. The patient, a prominent member of the city, is still living today.**

**Arthur's adept handling of the International Academies Emergency Medical Dispatch Protocol, meticulous attention to detail, and remarkable composure under pressure played pivotal roles in the life-saving efforts that ultimately prolonged the life of this Sherman citizen.**

**In recognition of his actions for the saving of a human life, Arthur Coker is hereby awarded the Sherman Police Department Life Saving Award.**

**Awarded this 1st day of May, 2024, by _____**

**Jason Jeffcoat, Chief of Police**

awards the

# Life Saving Award



to

# Officer Christian Ericksen

**Sherman officers were dispatched to a welfare concern of a male who had overdosed on cocaine. Officer Caleb Burke was first to arrive and located the male on the floor and not breathing. Officer Burke began providing CPR and after a short while, the male gasped for air and began breathing. Officer Burke deployed Narcan and rolled the male into the recovery position. The male again became unresponsive and Officer Christian Ericksen quickly started performing CPR. He continued the CPR until the male victim began breathing again.**

**Sherman Fire/EMS arrived a short time later and began providing medical assistance. The male was transported to Wilson N. Jones emergency room where he was later stabilized and survived the ordeal.**

**Officer Burke's and Officer Ericksen's selfless and courageous acts of rendering aid in a sudden and unexpected emergency situation resulted in the preservation of a life. By their noteworthy accomplishments, perseverance, fearlessness, and devotion to duty, Officer Burke and Officer Ericksen reflected great credit upon themselves and upheld the highest traditions of the Sherman Police Department**

**In recognition of his actions for the saving of a human life, Officer Christian Ericksen is hereby awarded the Sherman Police Department Life Saving Award.**

**Awarded this 1st day of May, 2024, by _____**

**Jason Jeffcoat, Chief of Police**

awards the

# Life Saving Award



to

# Officer Caleb Burke

**Sherman officers were dispatched to a welfare concern of a male who had overdosed on cocaine. Officer Caleb Burke was first to arrive and located the male on the floor and not breathing. Officer Burke began providing CPR and after a short while, the male gasped for air and began breathing. Officer Burke deployed Narcan and rolled the male into the recovery position. The male again became unresponsive and Officer Christian Ericksen quickly started performing CPR. He continued the CPR until the male victim began breathing again.**

**Sherman Fire/EMS arrived a short time later and began providing medical assistance. The male was transported to Wilson N. Jones emergency room where he was later stabilized and survived the ordeal.**

**Officer Burke's and Officer Ericksen's selfless and courageous acts of rendering aid in a sudden and unexpected emergency situation resulted in the preservation of a life. By their noteworthy accomplishments, perseverance, fearlessness, and devotion to duty, Officer Burke and Officer Ericksen reflected great credit upon themselves and upheld the highest traditions of the Sherman Police Department**

**In recognition of his actions for the saving of a human life, Officer Caleb Burke is hereby awarded the Sherman Police Department Life Saving Award.**

**Awarded this 1st day of May, 2024, by _____**

**Jason Jeffcoat, Chief of Police**

# SHERMAN CITY COUNCIL
## Agenda Communication Form

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

**Meeting Date:** 5/20/2024

**Prepared By:** Linda Ashby, City Clerk

**Approved By:** Robby Hefton, City Manager

**Caption:**
**PROCLAMATION**
"Motorcycle Safety Awareness Month" - May 2024

**Issue:**
To present a proclamation designating May 2024 as "Motorcycle Safety Awareness Month."

**Background:**
Texas ABATE is motorcycle rights organization that is dedicated to freedom of the road for all motorcyclists, and promotes rider education for all motorcycle riders, motorcycle awareness for all automobile drivers, and fights discriminatory legislation aimed towards the motorcycling community.

**Origination:**
The request originated from Texas ABATE.

**Financial Consideration:**
There is no financial consideration.

**Staff Recommendation:**
The staff recommendation is to present a proclamation designating May as "Motorcycle Safety Awareness Month" in Sherman.

**Alternatives:**
The Council could choose not to present the proclamation.

---

**Attachments:**
1. Motorcycle Safety Awareness Month Proclamation - 2024

Sherman
CLASSIC TOWN. BROAD HORIZON

# Proclamation

WHEREAS, thousands of Texans ride motorcycles on Texas roadways all year long, for both recreational and transportation reasons, which has led to the prevalence of motorcycle crashes and fatalities, and it is essential that all motorists share the road with motorcycles, and pay attention while driving, and

WHEREAS, motorcycles represent only 3 percent of registered vehicles in the United States, but account for 14 percent of all traffic-related fatalities; in 2023, 595 Texans were killed in motorcycle crashes, and

WHEREAS, the National Highway Traffic Safety Administration encourages motorcycle safety through it's "Share the Road" and "Stop Impaired Riding" campaigns, with the goal of protecting motorcyclists, by limiting distractions by motorists, looking twice before changing lanes, and using caution in poor driving conditions to help riders reach their destination safely, and

WHEREAS, May of each year is dedicated to promoting Motorcycle Safety and Awareness, and combating motorcycle-related crashes and fatalities; and drivers of passenger vehicles, trucks, buses, and motorcycles all share the responsibility, and by taking simple measures, such as increasing following distance, consistently using turn signals, and paying close attention to others on the road, citizens can promote safety and save lives

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

**MOTORCYCLE SAFETY AWARENESS MONTH**

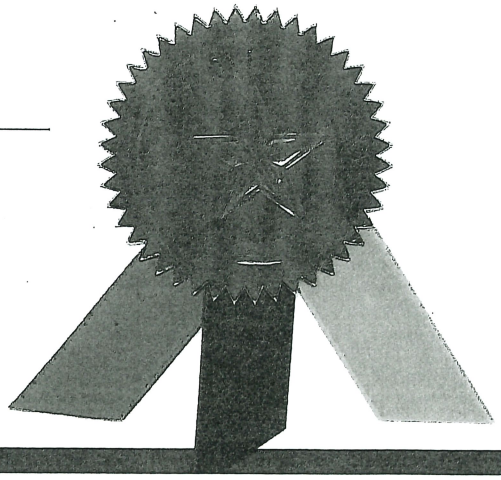
in the City of Sherman and encourage all citizens to learn more about Motorcycle Safety Awareness, and to help make our roadways safe and secure by paying attention to their driving, and putting down the phone.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 20th day of May, 2024.

Mayor

ATTEST:

Linda Ashby
City Clerk



# SHERMAN CITY COUNCIL
## Agenda Communication Form

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

**Meeting Date:** 5/20/2024

**Prepared By:** Linda Ashby, City Clerk

**Approved By:** Robby Hefton, City Manager

**Caption:**
**PROCLAMATION**
"Children's Chorus of Greater North Texas" - 20th Anniversary

**Issue:**
To present a proclamation recognizing the 20th anniversary of the Children's Chorus of Greater North Texas. They are celebrating their 20th year of being a non-profit organization in Sherman.

**Background:**
The Children's Chorus of Greater North Texas was founded in 2003, and gives children from 3rd to 12th grade experience in musical excellence and artistry through choral singing. The organization gives every child, regardless of background, a chance to experience performing at numerous venues and events.

**Origination:**
The request was made by the Executive Director of the the Children's Chorus of Greater North Texas.

**Financial Consideration:**
There is no financial consideration to the City.

**Staff Recommendation:**
It is the staff recommendation that the Council present a proclamation recognizing the 20th anniversary of the Children's Chorus of Greater North Texas, being a non-profit.

**Alternatives:**
The Council could choose not to present the proclamation.

---

**Attachments:**
1. Children's Chorus of Greater North Texas Proclamation

Sherman
CLASSIC TOWN. BROAD HORIZON

# Proclamation

WHEREAS, the Children's Chorus of Greater North Texas strives to create a spirit of community, reflect the diversity of Greater North Texas, and enrich audiences with the best in children's choral literature, and

WHEREAS, the Children's Chorus of Greater North Texas was founded in 2003, to provide an opportunity for 3rd through 12th grade students to experience performing through choral singing, and

WHEREAS, the Children's Chorus of Greater North Texas is a non-profit organization, striving to give all children, regardless of background or financial ability, an opportunity to foster a love of singing and be a part of a wonderful choir program group, and

WHEREAS, the Children's Chorus of Greater North Texas will present "The Joy of Music" as their 20th Anniversary Concert, and hold a Silent Auction on May 20, 2024, at Hope on Houston, in Sherman.

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

**CHILDREN'S CHORUS OF GREATER NORTH TEXAS**

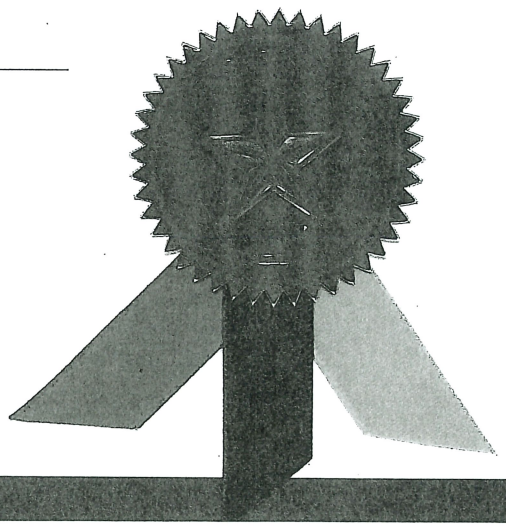
on their 20th anniversary of being a non-profit organization in the City of Sherman, and encourage all citizens to congratulate and support this worthy organization for their spirit of community and support of children with their experience of musical excellence in artistry through choral singing.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 20th day of May, 2024.

_____
Mayor

ATTEST:

Linda Ashby
City Clerk



# SHERMAN CITY COUNCIL
## Agenda Communication Form

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

**Meeting Date:** 5/20/2024

**Prepared By:** Mary Lawrence, Chief Financial Officer

**Approved By:** Robby Hefton, City Manager

**Caption:**

**INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6717**

Approving an Amended Project and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Seven, City of Sherman, Texas, Established Pursuant to Chapter 311 of the Texas Tax Code; Providing a Repealer Clause, Severability Clause and an Effective Date

**Issue:**

To Approve Sherman Tax Increment Reinvestment Zone Number Seven (#7) Amended Project and Financing Plans

**Background:**

Tax Increment Reinvestment Zone #7 encompasses the Bel Air and Legacy Village developments. An amendment to the creation ordinance was approved at the February 5, 2024, City Council meeting with appointment of the Board of Directors (Board) at the February 19, 2024, City Council meeting. The final step is to approve the Amended Project and Financing Plans. The plans are being amended to extend the term of the zone and update the costs expected to be incurred by the zone to align with the Master Development Agreement. The TIRZ #7 Board was scheduled to meet prior to the Council meeting tonight. If the Board approves, the plans will be recommended for approval by the Council.

**Origination:**

Mary Lawrence, CFO
Tax Increment Reinvestment Zone #7 Board

**Financial Consideration:**

The City will receive reimbursement for public infrastructure costs from the increment generated by the Zone until 2030. Beginning January 1, 2030, and upon completion of certain benchmarks such as the completion of the Beach Club and related retail improvements, the developer will then receive the property tax increment generated by the Zone for 20 years as reimbursement for public infrastructure costs and as an economic grant, if applicable.

**Staff Recommendation:**

The staff recommends approval of this ordinance.

**Alternatives:**

The City Council could deny this ordinance or direct changes to be made to the ordinance or to the project and financing plans.

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**Attachments:**

1. Ordinance No. 6717
2. Sherman TIRZ #7 Amended PPFP 2024 v10 (ID 377423)

**ORDINANCE NO. 6717**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING AN AMENDED PROJECT AND FINANCING PLAN FOR SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER SEVEN, CITY OF SHERMAN, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE; PROVIDING A REPEALER CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS,** the City of Sherman, Texas ("City"), established the Sherman Tax Increment Reinvestment Zone Number Seven, City of Sherman, Texas (the "Zone"), and established a Board of Directors for the Zone (the "Board of Directors") to promote development or redevelopment in the Zone pursuant to Ordinance No. 6081, approved by the City Council of the City (the "City Council") on December 4, 2017 ("Ordinance No. 6081"), in accordance with the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, as amended (the "Act"); and

**WHEREAS,** the Zone is also sometimes referred to as the Sherman Tax Increment Financing Reinvestment Zone Number Seven (#7); and

**WHEREAS,** on or before December 18, 2017, the Board of Directors prepared and adopted a project plan and reinvestment zone financing plan for the Zone which was subsequently approved by the City Council on December 18, 2017, pursuant to Ordinance No. 6087 (the "Original Project Plan and Financing Plan"); and

**WHEREAS,** on December 16, 2019, the City Council approved Ordinance No. 6273 amending the Original Project Plan and Financing Plan for the Zone (the "2019 Amended Project Plan and Financing Plan"); and

**WHEREAS,** Section 311.010(a) of the Act provides that the board of directors of a tax increment reinvestment zone shall make recommendations to the governing body of the municipality that created the zone concerning the administration of the Act in the zone; and

**WHEREAS,** Section 311.011(e) of the Act allows the board of directors of a tax increment reinvestment zone to adopt an amendment to a project plan for the zone so long as the amendment is consistent with the requirements and limitations of the Act and is approved by the governing body of the municipality that created the zone; and

**WHEREAS,** on May 20, 2024, the Board of Directors recommended approval of an amendment to the 2019 Amended Project Plan and Financing Plan, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes (the "2024 Amended Project Plan and Financing Plan"); and

**WHEREAS,** the 2024 Amended Project Plan and Financing Plan proposes to increase the total estimated project costs for the Zone and extend the term of the Zone; and

**WHEREAS,** the 2024 Amended Project Plan and Financing Plan is not effective unless it is approved by the City Council by ordinance adopted after a public hearing; and

**WHEREAS,** notice of the public hearing was published in a newspaper of general circulation in the City on May 12, 2024, which date is at least seven (7) days before the date of the public hearing held on May 20, 2024, in accordance with Section 311.003 of the Act; and

**WHEREAS,** on May 20, 2024, the City Council opened a public hearing in accordance with the Act and interested persons were allowed to speak for or against the approval of the 2024 Amended Project Plan and Financing Plan and increasing the total estimated project costs for the Zone; and

**WHEREAS,** after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on May 20, 2024; and

**WHEREAS,** the public hearing was held in full compliance with the Act; and

**WHEREAS,** pursuant to Section 311.007(c) of the Act, the governing body of the municipality that designated a reinvestment zone by ordinance or resolution may extend the term of all or a portion of the zone after notice and hearing in the manner provided for the designation of the zone; and

**WHEREAS,** the Board of Directors is recommending the 2024 Amended Project Plan and Financing Plan to the City Council for approval; and

**WHEREAS,** the City has taken all actions required to approve the 2024 Amended Project Plan and Financing Plan and increase the total estimated project costs for the Zone including, but not limited to, all actions required by the Home Rule Charter of the City, the Act, Chapter 551 of the Texas Government Code, commonly referred to as the Texas Open Meetings Act, and all other applicable laws; and

**WHEREAS,** the City Council finds that approving the 2024 Amended Project Plan and Financing Plan and increasing the total estimated project costs for the Zone as more fully set forth in the 2024 Amended Project Plan and Financing Plan is in the best interest of the City and its citizens.

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

**SECTION 1. RECITALS INCORPORATED.**

That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

**SECTION 2. FINDINGS.**

That the City Council hereby makes the following findings of fact:

i. That the 2024 Amended Project Plan and Financing Plan, as amended, includes all information required by Sections 311.011(b) and (c) of the Act.

ii. That the 2024 Amended Project Plan and Financing Plan, as amended, is feasible and the amended project plan conforms to the City's master plan.

iii. That consistent with Section 311.011(e) of the Act, notice of the public hearing on the amended Zone was published in a newspaper having general circulation in the City on May 12, 2024, which date was before the seventh (7th) day before a public hearing held on May 21, 2024 because the 2024 Amended Project Plan and Financing Plan, as amended, does (i) reduce or increase the geographic area of the Zone; (ii) increase or decrease the tax increment to be contributed by a taxing unit; (iii) increase the total estimated project costs; or (iv) designate additional property in the Zone to be acquired by the City.

**SECTION 3. APPROVAL OF 2024 AMENDED PROJECT PLAN AND FINANCING PLAN.**

That based on the findings set forth in Section 2 of this Ordinance, the 2024 Amended Project Plan and Financing Plan, attached hereto as Exhibit "A," is hereby approved.

**SECTION 4. SEVERABILITY CLAUSE.**

That it is hereby declared to be the intent of the City Council that the words, phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any word, phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by a final judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs or sections of this ordinance, the City Council hereby declaring that this ordinance would have been enacted by the City Council without the incorporation of any such invalid or unconstitutional word, phrase, clause, sentence, paragraph or section.

**SECTION 5. REPEALER CLAUSE.**

That all ordinances or portions thereof in conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed. To the extent that such ordinances or portions thereof are not in conflict herewith, the same shall remain in full force and effect.

**SECTION 6. OPEN MEETINGS.**

That it is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted

was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

**SECTION 7. EFFECTIVE DATE**.

That this Ordinance shall take effect immediately upon passage of this Ordinance.

[Remainder of Page Intentionally Left Blank; Signature page follows]

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS** on this the 20th day of May 2024.

**CITY OF SHERMAN, TEXAS**

**ATTEST:**

**BY:** _____ **BY:** _____
**LINDA ASHBY, CITY CLERK** **DAVID PLYLER, MAYOR**

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

**BY:** _____
**RYAN D. PITTMAN, CITY ATTORNEY**

# EXHIBIT A

## 2024 Amended Project Plan and Financing Plan

# Tax Increment Reinvestment Zone #7
# City of Sherman, Texas



Table of Contents


- Introduction ..... 1
- TIRZ Boundary ..... 2
- Current Conditions ..... 5
- Proposed Development ..... 6
- Project Costs ..... 8
- Financial Feasibility Analysis ..... 9
- Terms and Conditions ..... 15


**DISCLAIMER**

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.
















Sherman is a city in and the county seat of Grayson County, with an estimated population of 44,475. It is one of the two principal cities in the Sherman–Denison metropolitan statistical area, and is the largest city in the Texoma region of North Texas and southern Oklahoma.

Sherman is located approximately 40 miles from the DFW Metroplex and just 25 minutes to Choctaw Casino Resort in Durant, OK. The transportation system is anchored by the crossroads of U.S. Highway 75 and U.S. Highway 82 and is bolstered by the excellent airport facilities at the North Texas Regional Airport (formerly Perrin Field) and Sherman Municipal Airport. Additionally, Lake Texoma guarantees a bountiful source of water.

Sherman is an established hub for tech and manufacturing. Sherman hosts operations for global leaders such as Texas Instruments, Tyson Foods, Emerson, Eaton, Coherent, GlobiTech, Sunny Delight, Modular Power Solutions, Progress Rail Services, Kaiser Aluminum, Altium Packaging, ALPLA, and many others. Sherman has three telecommunications providers that have recently conducted fiber expansions across the city, supporting reliable connectivity for businesses and residents.

**Tax Increment Reinvestment Zone #7, City of Sherman**

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On December 4, 2017 the City Council of the City of Sherman, Texas (the "City Council"), pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance 6081 to designate a contiguous geographic area within the City limits as Reinvestment Zone Number Seven, City of Sherman, Texas (the "Original Boundaries"). On November 18, 2019, the City Council approved Ordinance No. 6262, which amended Ordinance No. 6081 to expand the boundaries of the Zone to add approximately 292.379 acres of land to the Zone (the "Expanded Boundaries"). On February 5, 2024, the City Council approved Ordinance No. 6693 to amend the composition of the Board of Directors to meet the requirements of Section 311.009 of the Act; and to amend Ordinance No. 6081, to extend the term of the Zone.

The goal of Tax Increment Reinvestment Zone #7 (TIRZ #7) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions. This amended project and financing plan outlines the funding of $137,461,748 in public improvements related to water, sanitary sewer, and storm water facilites, as well as street and intersection improvements, transit/parking improvements, open space and park facilities, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Sherman and Grayson County. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.




- TIRZ #7 - Original Boundary
- TIRZ #7A - Expanded Boundary

**Boundary Description**

TIRZ #7 consists of approximately 314.709 acres located within the city limits of the City of Sherman. The legal description for the zone is described in detail below.

**Legal Description TIRZ #7 - Original Boundaries**

SITUATED in the County of Grayson, State of Texas, and being a part of the Sherrod Dunham Survey. Abstract No, 329, and being a part of the l.5698 ac, tract of land conveyed to the City of Sherman by Johnson & Johnson, a Corporation by Warranty Deed dated January 30. 1967 and recorded in Volume 1079. Page 392. Deed Records, Grayson County. Texas. and being all of the 7.409 ac. tract of land conveyed to the City of Sherman, Texas by the State of Texas by Deed Without Warranty dated July 22. 2009 and recorded in Volume 4682. Page 624, Office Public Record;, Grayson County; Texas and being all of the 13.41 ac. tract of land conveyed to Sherman Economic Development Corporation by Garcha Corporation by Warranty Deed dated August 25. 2015 and recorded in Volume 5680. Page 685. said Official Public Records. and being more particularly described as one tract of land by metes and bounds as follows, to-wit:

BEGINNING at a ½ inch capped rebar found stamped “RPLS 4709” in the East right-of-way line of U. S, Highway No. 75, at the Northwest corner of the 12.166 ac. tract of land conveyed to Ramanujam K. Vangipuram in Volume 5948, Page 638, said Official Public Records, at the Southwest corner of said City of Sherman, Texas 7.409 ac,, at the most Westerly Southwest corner of the herein described tract;

THENCE North 15 deg. 32 min. 24 sec. West, with the East right-of-way line of said U, S. Hwy, 75 and a West line of said City of Sherman 7.409 ac., a distance of 203.21 n. to an angle point, being South 19 deg. East. 1.04 ft. from a 5/8 inch rebar found;

THENCE North 04 deg. 04 min. 42 sec. East, continuing with the East right-of-way line of said U.S. Hwy. 75 and a West line of said City of Sherman 7.409 ac. a distance of 317.16 ft. to a l/2 inch capped rebar found stamped “RPLS 4709” at the most Westerly Northwest corner of said City of Sherman 7.409 ac. at the Southwest corner of said City of Sherman 1.5698 ac.:

THENCE North 04 deg. 13 min. 29 sec. East, continuing with the East right-of-way line of said U.S. Hwy. 75 and the West line of said City of Sherman 1.5698 ac., a distance of 279.09 ft. to a 1/2 inch capped rebar set stamped “RPLS 6578” at the intersection of the East right-of-way line of said U.S. Hwy. 75 with the South right-of-way line of F. M. Highway No. 1417. at the Northwest corner of the herein described tract;

THENCE North 74 deg. 36 min. 28 sec. East. over and across said City of Sherman 1.5698 ac., with the South right-of-way line of said F. M. Hwy. 1417, a distance of 150.00 ft. to an ‘x’’ cut in concrete set. at an angle point:

THENCE North 63 deg. 17min. 52 set}. East, continuing over and across said City of Sherman 1,5698 ac., with the South right-of-way line of said F.M. Hwy. 1417. a distance of 50.99 ft. to a point at the South base of a concrete monument found, in the East line of said City of Sherman 1.5698 ac.;

THENCE South 15 deg. 21 min. 56 sec. East, with the East line of said City of Sherman 1.5698 ac., a distance of 20.00 ft. to a 1/2 inch capped rebar set stamped ‘’RPLS 6578’’ at an Ell corner of said City of Sherman 7.409 ac,:

THENCE North 74 deg. 37 min. 24 sec. East. with a North line of said City of Sherman 7.409 ac., a distance of 189.06 ft. to a 1/2 inch capped rebar set stamped “RPLS 6578” in the West line of said Sherman Economic Development Corporation 13.41 ac., at the Northeast corner of said City of Sherman 7.409 ac.;

THENCE North 14 deg. 32 min. 11 sec. West, with the West line of said Sherman Economic Development Corporation 13.41 ac., a distance of 20.05 ft. to a point at the North base of a chain-link fence corner post. in the South right-of-way line of said F. M. Hwy. 1417, at the Northwest corner of said Sherman Economic Development Corporation 13.4l ac.;

THENCE North 74 deg. 36 min. 28 sec. East, with the South right-of-way line of said F, M. Hwy. 1417 and a North line of said Sherman Economic Development Corporation 13.41 ac., a distance of 341.96 ft. to a point at the South base of a concrete monument found, at an angle point;

THENCE North 88 deg. 13 min. 16 sec. East, continuing with the South right-of-way line of said F.M. Hwy. 1417 and a North line of said Sherman Economic Development Corporation 13.41 ac., a distance of 129.82 ft. to an angle point. being North 42 deg. East, 1.6 ft. from a broken concrete monument found:

THENCE North 75 deg. 0 l min. 04 sec. East, continuing with the South right-of-way line of said F. M. Hwy. l 417 and a North line of said Sherman Economic Development Corporation 13.41 ac., a distance. of 51.68 ft, to a 1/2 inch capped rebar set stamped “RPLS 6578” at the Northwest corner of the 0.84 ac. tract of land co1weyed to Eric Popp and Kelly Popp in Volume 4809, Page 60, said Official Public Records. at the most Northerly Northeast corner of both said Sherman Economic Development Corporation 13.41 ac. and the herein described tract:

THENCE South 13 deg., 43 min.46 sec. East. with the West line of said Popp 0.84 ac. and an East line of said Sherman Economic Development Corporation 13.41 ac., a distance 329.28 ft. to a 3 inch pipe fence corner post at the Southwest corner of said Popp 0.84 ac., an Ell corner of both said Sherman Economic Development Corporation 13.41 ac. and the herein described tract:

THENCE North 80 deg. 26 min. 37 sec. East, with the South line of said Popp 0.84 ac. and a North line of said Sherman Economic Development Corporation 13.41 ac., a distance of 114.42 ft. to a 1/2 inch rebar found in a West line of the 246.134 ac. tract of land conveyed to Rolling Meadows Associates in Volume 1716. Page 384, said Deed Records, at the Southeast corner of said Popp 0.84 ac., at the most Easterly Northeast corner of both said Sherman Economic Development Corporation 13.41 ac. and the herein described tract;

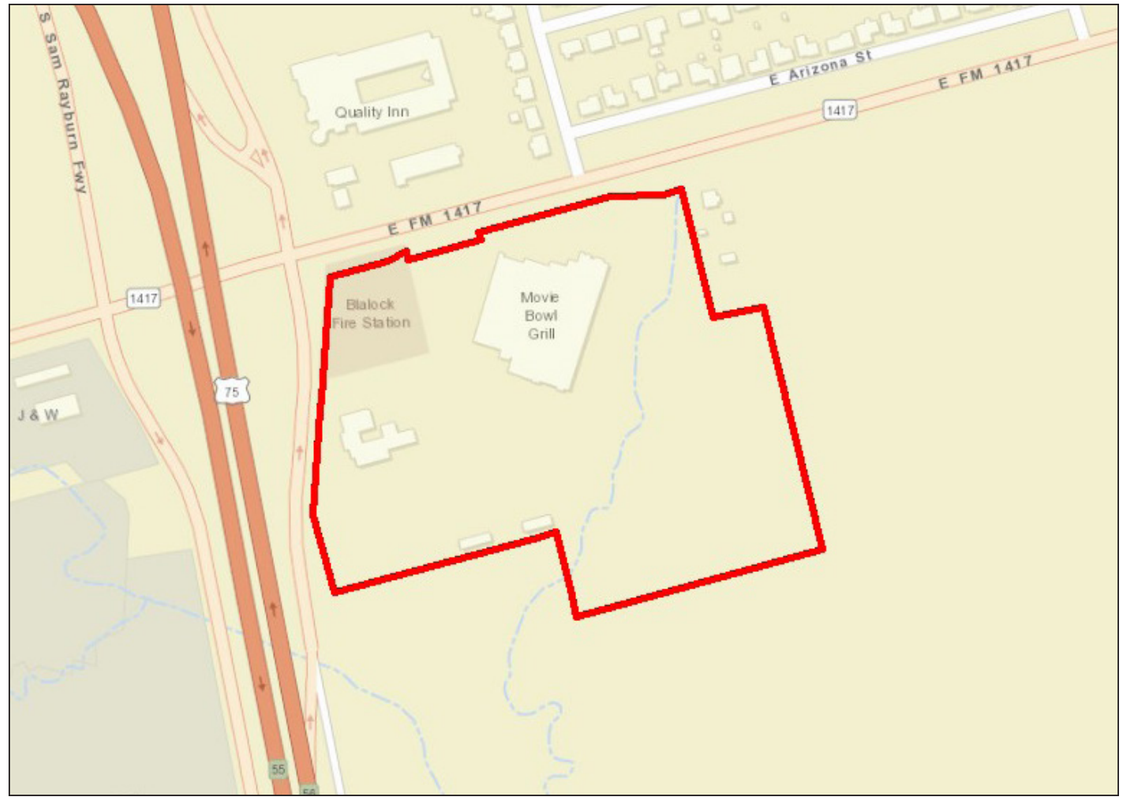
**Legal Description TIRZ #7 - Original Boundaries (Continued)**

THENCE South 15 deg. 25 min. 36 ft. East, with the general course of a wire fence maintaining a West line of said Rolling Meadows Associates 246.134 ac. and an East line of said Sherman Economic Development Corporation 13.41 ac., a distance of 620.43 ft. to a l/2 inch rebar found at the Southeast base of a 4 inch bois d'arc corner post, at un Ell corner of said Rolling Meadows Associates 246.134 ac. at the Southeast corner of both said Sherman Economic Development Corporation 13.41 ac., and the herein described tract:

THENCE South 74 deg. 18 min. 16 sec. West, with the general course of n wire fence maintaining a North line of said Rolling Meadows Associates 246.134 ac. and the South line of said Sherman Economic Development Corporation 13.4 1 ac., passing the West end of said fence and continuing for a total distance of 641.52 ft. to a 1/2 inch rebar found in the East line of said Vangipuram 12.166 ac., at the Southwest corner of said Sherman Economic Development Corporation 13.41 ac., at the most Southerly Southwest corner of the herein described tract;

THENCE North 13 deg. 57 min. 11 sec. West, with the East line of said Vangipuram 12.166 ac. and the West line of said Sherman Economic Development Corporation 13.41 ac., a distance of 217.82 ft. to a 1/2 inch rebar found at the. North base of a chain-link fence corner post, at the Northeast corner or said Vangipuram 12,166 ac., at the Southeast corner of said City of Sherman 7.409 ac., at an Ell corner of the herein described tract;

THENCE South 74 deg. 41 min. 12 sec. West, with the general course of a chain-link fence maintaining the North line of said Vangipuram 12.166 ac. and the South line of said City of Sherman 7.409 ac., passing a chain-link fence corner post at a fence corner and continuing for a total distance of 576.65 ft. to the PLACE OF BEGINNING and containing 22.330 ACRES of land.




- TIRZ #7 - Original Boundary

**Legal Description TIRZ #7A - Expanded Boundaries**

Situated in the County of Grayson, State of Texas, being a part of the Sherrod Dunman Survey, Abstract No. 329, and being the same tract of land described as 246.134 acres conveyed by Edward C. Greene, Trustee to Rolling Meadows Associates by deed dated September 28, 1984, recorded in Volume 1716, Page 384, Deed Records, Grayson County, Texas, Being a part of the 1.5698 acre tract of land conveyed to the City of Sherman By Johnson and Johnson, Recorded in Volume 1079, Page 392 of said Deed Records, then being all of a 7.409 acre tract of land conveyed to the City of Sherman, by the State of Texas, recorded in Volume 4682, Page 624, Official Public Records, Grayson County., Texas and being all of a 13.41 acre tract of land conveyed to Sherman Economic Development Corporation, recorded in Volume 5680, Page 685 of said Official Public Records, Grayson County Texas and being all of a 30.55 Acre tract of land conveyed to Ruth Ellen Green, Recorded in Volume 3331, Page 760 of said Official Public records and being more particularly described by metes and bounds as follows:

Beginning at a point in the North Right-of-Way of F.M. Highway No. 1417 and the West Right-of-Way of the Southern Pacific Railroad;

Thence the following calls and distances with said West Right-of-Way of Southern Pacific Railroad:

South 06°41’02” West, a distance of 2153.79 feet to a point;

South 06°41’02” West, a distance of 2152.72 feet to a point;

North 83°18158” West, a distance of74.99 feet to a point;

South 06°41’02” West, a distance of 843.75 feet to a point;

Thence North 67°19’54” West, with the north line of a 82.032 acre tract of land conveyed to Sam H. Berry, Recorded in Volume 2298; Page 258, Real Property Records, Grayson County, Texas and the remainder of a 290.928 acre tract of land conveyed to Fisher Controls Company, Inc, Recorded in Volume 1349, Page 493 of said Official Public Records a distance of 1878.93 feet to a point;

Thence North 49°31’48” West, with said North line of said Fisher Controls Company; Inc and the east line of a 25.264 acre tract of land conveyed to Liberty Trust Company, Ltd, Recorded in Volume 5948, Page 836, of said Official Public Records a distance of 1553.48 feet to a point;

Thence North 14°46’12” West, with said East line of Liberty Trust Company Ltd, and the east line of a 12.166 acre tract of land, conveyed to Ramanujam K. Vangipuram, Recorded in Volume 5948 Page 638 of said Official Public Records a distance of 1146.57 feet to a point;

Thence North 74°28’45” East, with the South line of a 13.41 acre tract of land conveyed to the Sherman Economic Development Corporation, Recorded in Volume 5680, Page 685 of said Official Public Records a distance of 642.10 feet to a point;

Thence North 15°22’34” West, with the East line of said 13.41 acre tract of land, 620.17 feet to a point being the southeast corner of a 0.84 acre tract of land conveyed to Eric and Kelly Popp, Recorded in Volume 4809, Page 60 of said Official Public Records;

Thence South 75°03’55” West, with the South line of said Popp tract a distance of 104,99 feet to a point being the southwest corner of said Popp Tract;

Thence North 15°12’24” West, with the West line said Popp Tract a distance of 339.35 feet to a point in the South Right-of*Way of F.M. 1417;

Thence North 14°56’21” West, crossing F.M. 1417 a distance of 159.72 feet to a point in the North Right-of-Way of F.M. 1417;

Thence with said North Right of Way of F.M. 1417 the following calls and Distances:

North 75°03’39” East, a distance of 903.84 feet to a point;

North 80°46’17° East, a distance of 200.97 feet to a point;

North 75°03’39” East a distance of 914.20 feet to a point;

North 74°41’09” East, a distance of 149.42 feet to a point;

North 74°18’39” East, a distance of 635.39 feet to a point:

North 67°28’05” East, a distance of 503.53 feet to a point;

North 74°18’39” East, a distance of 502.27 feet to the Point of Beginning and containing 292.379 acres (12736025 square feet) of land.

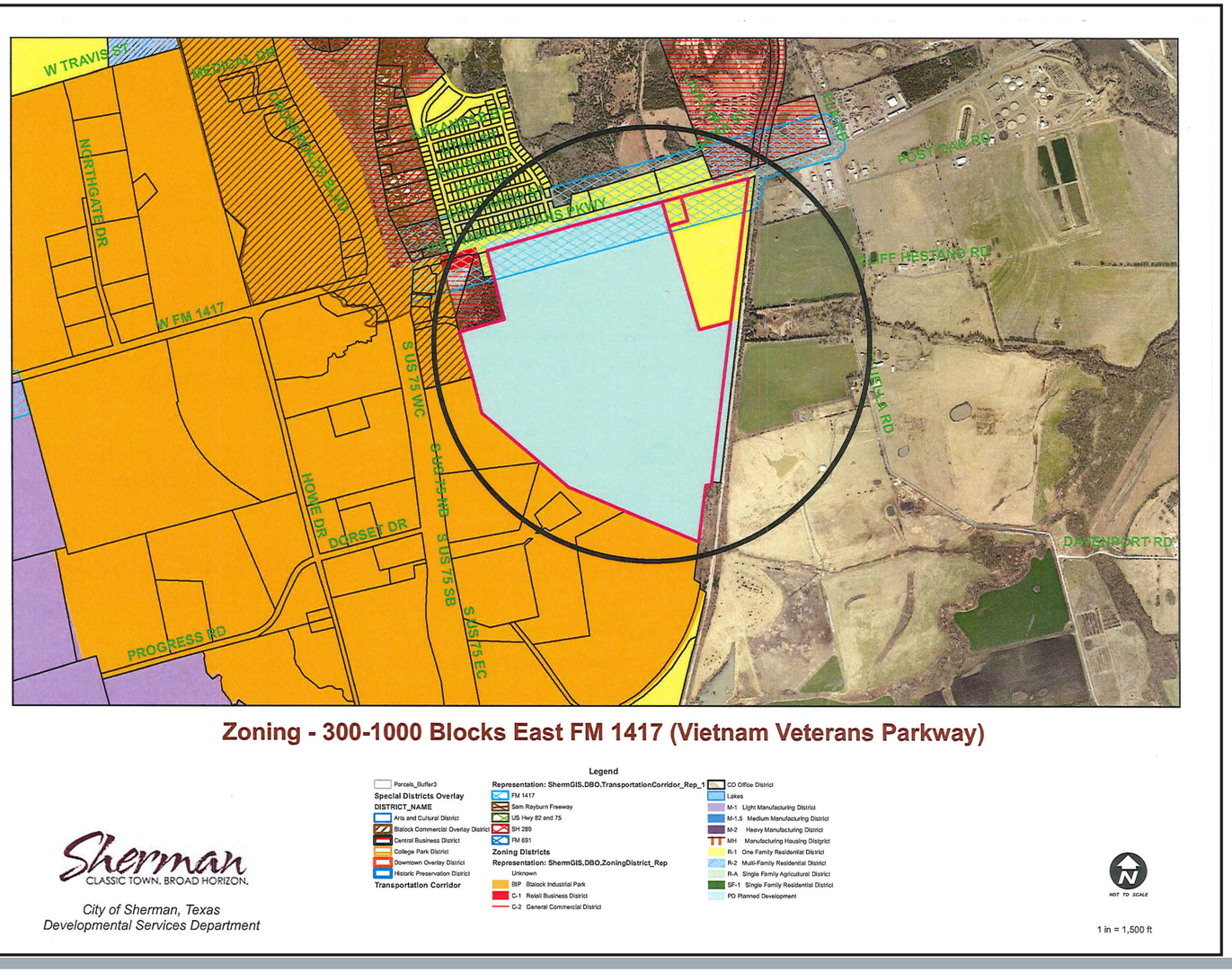



- TIRZ #7A - Expanded Boundary

### Zoning

Zoning for the original boundaries consists of Retail Business (C-1), General Commercial (C-2), with part of the property included in the Blalock Industrial Park. The land within TIRZ #7A is zoned PD: Planned Development. 245.83 acres was approved for a Planned Development for Terra Perpetua Village by Ordinance 6232, August 5, 2019. The owner then purchased an additional 32.545 acres east of the development. Ordinance 6319 was approved on September 8, 2020, amending the planned development to include this acreage for a total of 278 .313 acres and rename it to Bel Air Village. The planned development district is intended to facilitate the planning, design, and development of integrated land uses on large tracts of land that cannot be adequately accommodated in other zoning districts. A PD shall further the goals of the comprehensive plan, demonstrate enhanced and contextual design standards, present a well-organized and cohesive land plan, and contain clear and concise development regulations.

The property may need to be rezoned to accomodate any future development. It is not anticipated there will be any changes to the City of Sherman zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.




**Zoning - 300-1000 Blocks East FM 1417 (Vietnam Veterans Parkway)**

Sherman
CLASSIC TOWN, BROAD HORIZON.

*City of Sherman, Texas*
*Developmental Services Department*

### Land Use

The property contained within the original boundaries of TIRZ #7 is partially developed with an entertainment venue and a convenience store/gas station. Additional vacant land sites within the original boundaries are available for retail and restaurants. The land within the expanded boundaries is primarily vacant land. Less than 30% of the property is used for residential purposes, and less than 50% of the total appraised value of taxable real property is within the TIRZ.

### Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

### Base Value

The original boundaries have a 2017 base year value of zero given that the property was owned by the Economic Development Corporation and was not taxable. The expanded boundaries have a 2019 base value of $103,429.

### Anticipated Development

The master plan below outlines the planned development for the property located within TIRZ #7A. The master plan highlights plans for a mix of uses, including single family residential, multifamily, office, retail, and hotel, which is taken into account in the Development Assumptions found on page 7.



**Anticipated Development**

The table below provides an overview of the scope and timing of potential development that DPED projects could occur during the life of the TIRZ, based on the master plan for the land within TIRZ #7A, market trends, and input from City leadership. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

| | | Units/SF | Projected Completion Date | RP Taxable Value per Unit/SF | Incremental Value | Sales/SF | Incremental Sales |
|---|---|---|---|---|---|---|---|
| **TIRZ #7A** | | | | | | | |
| Townhomes | Phase 1 | 90 | **2024** | $ 400,000 | $ 36,000,000 | $ - | $ - |
| 40' Lot | Phase 1 | 125 | **2024** | $ 500,000 | $ 62,500,000 | $ - | $ - |
| 50' Lot | Phase 1 | 104 | **2024** | $ 700,000 | $ 72,800,000 | $ - | $ - |
| Townhomes | Phase 2 | 98 | **2026** | $ 400,000 | $ 39,200,000 | $ - | $ - |
| Alt. Townhomes | Phase 2 | 30 | **2026** | $ 400,000 | $ 12,000,000 | $ - | $ - |
| 40' Lot | Phase 2 | 280 | **2026** | $ 500,000 | $ 140,000,000 | $ - | $ - |
| 50' Lot | Phase 2 | 123 | **2026** | $ 700,000 | $ 86,100,000 | $ - | $ - |
| 60' Lot | Phase 2 | 30 | **2026** | $ 1,000,000 | $ 30,000,000 | $ - | $ - |
| Multifamily | WEST VILLAGE NORTH | 530 | **2026** | $ 175,000 | $ 92,750,000 | $ - | $ - |
| Multifamily | WEST VILLAGE NORTH | 250 | **2027** | $ 175,000 | $ 43,750,000 | $ - | $ - |
| Multifamily | WEST VILLAGE NORTH | 250 | **2028** | $ 175,000 | $ 43,750,000 | $ - | $ - |
| Multifamily | WEST VILLAGE NORTH | 250 | **2029** | $ 175,000 | $ 43,750,000 | $ - | $ - |
| Multifamily | WEST VILLAGE NORTH | 308 | **2030** | $ 175,000 | $ 53,900,000 | $ - | $ - |
| Retail | WEST VILLAGE NORTH | 72,100 | **2026** | $ 200 | $ 14,420,000 | $ 350 | $ 25,235,000 |
| Office | WEST VILLAGE NORTH | 60,000 | **2028** | $ 225 | $ 13,500,000 | $ - | $ - |
| Hotel | WEST VILLAGE NORTH | 150 | **2028** | $ 175,000 | $ 26,250,000 | $ - | $ - |
| Multifamily | WEST VILLAGE SOUTH | 370 | **2031** | $ 175,000 | $ 64,750,000 | $ - | $ - |
| Multifamily | WEST VILLAGE SOUTH | 370 | **2032** | $ 175,000 | $ 64,750,000 | $ - | $ - |
| Multifamily | WEST VILLAGE SOUTH | 370 | **2033** | $ 175,000 | $ 64,750,000 | $ - | $ - |
| Multifamily | WEST VILLAGE SOUTH | 370 | **2034** | $ 175,000 | $ 64,750,000 | $ - | $ - |
| Multifamily | WEST VILLAGE SOUTH | 370 | **2035** | $ 175,000 | $ 64,750,000 | $ - | $ - |
| Multifamily | WEST VILLAGE SOUTH | 370 | **2036** | $ 175,000 | $ 64,750,000 | $ - | $ - |
| Multifamily | WEST VILLAGE SOUTH | 370 | **2037** | $ 175,000 | $ 64,750,000 | $ - | $ - |
| Multifamily | WEST VILLAGE SOUTH | 370 | **2038** | $ 175,000 | $ 64,750,000 | $ - | $ - |
| Multifamily | WEST VILLAGE SOUTH | 370 | **2039** | $ 175,000 | $ 64,750,000 | $ - | $ - |
| Multifamily | WEST VILLAGE SOUTH | 370 | **2040** | $ 175,000 | $ 64,750,000 | $ - | $ - |
| **Total** | | | | | **$ 1,458,170,000** | | **$ 25,235,000** |

**Project Costs of the Zone**

There are a number of improvements within Tax Increment Reinvestment Zone #7 that will be financed by in part by incremental real property tax generated within the TIRZ.

| Proposed Project Costs - TIRZ #7 | | |
|---|---|---|
| Legacy Village Improvements | $ 3,373,105 | 2.5% |
| Water Facilities and Improvements | $ 17,870,027 | 13.0% |
| Sanitary Sewer Facilities and Improvements | $ 13,746,175 | 10.0% |
| Storm Water Facilities and Improvements | $ 13,746,175 | 10.0% |
| Street and Intersection Improvements | $ 13,746,175 | 10.0% |
| Transit/Parking Improvements | $ 6,873,087 | 5.0% |
| Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements | $ 6,873,087 | 5.0% |
| Economic Development Grants | $ 60,546,608 | 44.0% |
| Administrative Costs | $ 687,309 | 0.5% |
| Total | $ 137,461,748 | 100.0% |

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code. The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The $137,461,748 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration.

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) “Project costs” means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. “Project costs” include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

### Method of Financing

To fund the public improvements outlined on the previous page, the City of Sherman will contribute 75% of the real property increment generated from the M&O portion of its tax rate within the original boundaries of the Zone (TIRZ #7). The City of Sherman will contribute 50% of the real property increment generated from the M&O portion of its tax rate within the expaned boundaries of the Zone (TIRZ #7A). Subject to separate negotiated interlocal agreements, Grayson County will contribute 75% of the real property increment generated from the M&O portion of its tax rate within the original boundaries of the Zone (TIRZ #7) and 50% of the real property increment generated from the M&O portion of its tax rate within the expaned boundaries of the Zone (TIRZ #7A).

### Debt Service

The City funded the original project with an allocation of proceeds from the 2017 Certificates of Obligation of $2.4 million. Repayment will be made from incremental revenues generated by the zone, although security for the bonds is a pledge of ad valorem tax revenues of the City.

The improvements in the expansion area will be funded with available reserves and/or proceeds from Certificates of Obligation issued by the City. Repayment of any debt will be made from incremental revenue generated by the zone, although security for the bonds, if used, will be a pledge of ad valorem tax revenues of the City.

### Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

| TIRZ #7 | Real Property Tax - 2023 Rates | | Participation | |
|---|---|---|---|---|
| | City of Sherman (M&O) | 0.26377100 | 75% | 0.1978283 |
| | Sherman ISD | 1.23650000 | 0% | 0.0000000 |
| | Grayson County (M&O) | 0.23915000 | 75% | 0.1793625 |
| | Grayson County College | 0.14599100 | 0% | 0.0000000 |
| | Other | 0.00000000 | 0% | 0.0000000 |
| | | **1.88541200** | | **0.3771908** |

| TIRZ #7A | Real Property Tax - 2023 Rates | | Participation | |
|---|---|---|---|---|
| | City of Sherman (M&O) | 0.26377100 | 50% | 0.1318855 |
| | Sherman ISD | 1.23650000 | 0% | 0.0000000 |
| | Grayson County (M&O) | 0.23915000 | 50% | 0.1195750 |
| | Grayson County College | 0.14599100 | 0% | 0.0000000 |
| | Other | 0.00000000 | 0% | 0.0000000 |
| | Sherman ISD | 1.23650000 | 0% | 0.0000000 |
| | Grayson County (M&O) | 0.23915000 | 0% | 0.0000000 |
| | Grayson County College | 0.14599100 | 0% | 0.0000000 |
| | Other | 0.00000000 | 0% | 0.0000000 |
| | | **1.88541200** | | **0.0000000** |

| TIRZ #7 & #7A | Sales Tax | | Participation | |
|---|---|---|---|---|
| | City of Sherman | 0.01000000 | 0% | 0.0000000 |
| | In Lieu | 0.00500000 | 0% | 0.0000000 |
| | Street | 0.00125000 | 0% | 0.0000000 |
| | EDC | 0.00375000 | 0% | 0.0000000 |
| | | **0.02000000** | | **0.0000000** |

# Financial Feasibility Analysis - Development Input

► ***INPUT (7A)***

| | |
|---|---|
| INFLATION RATE | 3.50% |

| | |
|---|---|
| DISCOUNT RATE | 6.00% |

| REAL PROPERTY TAX | | PARTICIPATION | |
|---|---|---|---|
| City of Sherman (M&O) | 0.26377100 | 50% | 0.1318855 |
| Sherman ISD | 1.23650000 | 0% | 0.0000000 |
| Grayson County (M&O) | 0.23915000 | 50% | 0.1195750 |
| Grayson County College | 0.14599100 | 0% | 0.0000000 |
| Other | 0.00000000 | 0% | 0.0000000 |
| | 1.88541200 | | 0.2514605 |

| PERSONAL PROPERTY TAX | | PARTICIPATION | |
|---|---|---|---|
| City of Sherman (M&O) | 0.26377100 | 0% | 0.0000000 |
| Sherman ISD | 1.23650000 | 0% | 0.0000000 |
| Grayson County (M&O) | 0.23915000 | 0% | 0.0000000 |
| Grayson County College | 0.14599100 | 0% | 0.0000000 |
| Other | 0.00000000 | 0% | 0.0000000 |
| | 1.88541200 | | 0.0000000 |

| | | | |
|---|---|---|---|
| City of Sherman | 0.0100000 | 0.00% | 0.0000000 |
| In Lieu | 0.0050000 | 0.00% | 0.0000000 |
| Street | 0.0012500 | 0.00% | 0.0000000 |
| EDC | 0.0037500 | 0.00% | 0.0000000 |
| | 0.02000000 | | 0.0000000 |

| | | AREA | REAL PROPERTY | | PERSONAL PROPERTY | | SALES | |
|---|---|---|---|---|---|---|---|---|
| | Year | SF/UNITS | $ / SF | TAX VALUE | $ / SF | TAX VALUE | $ / SF | TAX VALUE |
| Townhomes | 2024 | 90 | $ 400,000.00 | $ 36,000,000 | $ - | $ - | $ - | $ - |
| 40' Lot | 2024 | 125 | $ 500,000.00 | $ 62,500,000 | $ - | $ - | $ - | $ - |
| 50' Lot | 2024 | 104 | $ 700,000.00 | $ 72,800,000 | $ - | $ - | $ - | $ - |
| Townhomes | 2026 | 98 | $ 400,000.00 | $ 39,200,000 | $ - | $ - | $ - | $ - |
| Alt. Townhomes | 2026 | 30 | $ 400,000.00 | $ 12,000,000 | $ - | $ - | $ - | $ - |
| 40' Lot | 2026 | 280 | $ 500,000.00 | $ 140,000,000 | $ - | $ - | $ - | $ - |
| 50' Lot | 2026 | 123 | $ 700,000.00 | $ 86,100,000 | $ - | $ - | $ - | $ - |
| 60' Lot | 2026 | 30 | $ 1,000,000.00 | $ 30,000,000 | $ - | $ - | $ - | $ - |
| Multifamily | 2026 | 530 | $ 175,000.00 | $ 92,750,000 | $ - | $ - | $ - | $ - |
| Multifamily | 2027 | 250 | $ 175,000.00 | $ 43,750,000 | $ - | $ - | $ - | $ - |
| Multifamily | 2028 | 250 | $ 175,000.00 | $ 43,750,000 | $ - | $ - | $ - | $ - |
| Multifamily | 2029 | 250 | $ 175,000.00 | $ 43,750,000 | $ - | $ - | $ - | $ - |
| Multifamily | 2030 | 308 | $ 175,000.00 | $ 53,900,000 | $ - | $ - | $ - | $ - |
| Retail | 2026 | 72,100 | $ 200.00 | $ 14,420,000 | $ - | $ - | $ 350.00 | $ 25,235,000 |
| Office | 2028 | 60,000 | $ 225.00 | $ 13,500,000 | $ - | $ - | $ - | $ - |
| Hotel | 2028 | 150 | $ 175,000.00 | $ 26,250,000 | $ - | $ - | $ - | $ - |
| Multifamily | 2031 | 370 | $ 175,000.00 | $ 64,750,000 | $ - | $ - | $ - | $ - |
| Multifamily | 2032 | 370 | $ 175,000.00 | $ 64,750,000 | $ - | $ - | $ - | $ - |
| Multifamily | 2033 | 370 | $ 175,000.00 | $ 64,750,000 | $ - | $ - | $ - | $ - |
| Multifamily | 2034 | 370 | $ 175,000.00 | $ 64,750,000 | $ - | $ - | $ - | $ - |
| Multifamily | 2035 | 370 | $ 175,000.00 | $ 64,750,000 | $ - | $ - | $ - | $ - |
| Multifamily | 2036 | 370 | $ 175,000.00 | $ 64,750,000 | $ - | $ - | $ - | $ - |
| Multifamily | 2037 | 370 | $ 175,000.00 | $ 64,750,000 | $ - | $ - | $ - | $ - |
| Multifamily | 2038 | 370 | $ 175,000.00 | $ 64,750,000 | $ - | $ - | $ - | $ - |
| Multifamily | 2039 | 370 | $ 175,000.00 | $ 64,750,000 | $ - | $ - | $ - | $ - |
| Multifamily | 2040 | 370 | $ 175,000.00 | $ 64,750,000 | $ - | $ - | $ - | $ - |
| | *TOTAL* | 138,418 | | 1,458,170,000 | | - | | 25,235,000 |

► ***OUTPUT***

| TOTAL TAX REVENUE | | TOTAL | | REAL PROPERTY | | PERSONAL PROPERTY | | SALES | |
|---|---|---|---|---|---|---|---|---|---|
| City of Sherman (M&O) | *14.7%* | $ 144,193,765 | = | $ 134,220,934 | + | $ - | + | $ | 9,972,831 |
| Sherman ISD | *64.3%* | $ 629,197,998 | = | $ 629,197,998 | + | $ - | + | $ | - |
| Grayson County (M&O) | *12.4%* | $ 121,692,439 | = | $ 121,692,439 | + | $ - | + | $ | - |
| Grayson County College | *7.6%* | $ 74,288,108 | = | $ 74,288,108 | + | $ - | + | $ | - |
| In Lieu | *0.5%* | $ 4,986,415 | = | $ - | + | $ - | + | $ | 4,986,415 |
| EDC | *0.4%* | $ 3,739,812 | = | $ - | + | $ - | + | $ | 3,739,812 |
| | *100.0%* | 978,098,537 | | $ 959,399,480 | | $ - | | $ | 18,699,058 |
| | | *100.0%* | | *98.1%* | | *0.0%* | | | *1.9%* |

| TOTAL PARTICIPATION | | TOTAL | | REAL PROPERTY | | PERSONAL PROPERTY | | SALES | |
|---|---|---|---|---|---|---|---|---|---|
| City of Sherman (M&O) | *52.4%* | $ 67,110,467 | = | $ 67,110,467 | + | $ - | + | $ | - |
| Sherman ISD | *0.0%* | $ - | = | $ - | + | $ - | + | $ | - |
| Grayson County (M&O) | *47.6%* | $ 60,846,220 | = | $ 60,846,220 | + | $ - | + | $ | - |
| Grayson County College | *0.0%* | $ - | = | $ - | + | $ - | + | $ | - |
| In Lieu | *0.0%* | $ - | = | | + | $ - | + | $ | - |
| EDC | *0.0%* | $ - | = | | + | $ - | + | $ | - |
| | *100.0%* | 127,956,687 | | $ 127,956,687 | | $ - | | $ | - |
| | | *100.0%* | | *100.0%* | | *0.0%* | | | *0.0%* |

| NET BENEFIT | | TOTAL | | REAL PROPERTY | | PERSONAL PROPERTY | | SALES | |
|---|---|---|---|---|---|---|---|---|---|
| City of Sherman (M&O) | *9.1%* | $ 77,083,298 | = | $ 67,110,467 | + | $ - | + | $ | 9,972,831 |
| Sherman ISD | *74.0%* | $ 629,197,998 | = | $ 629,197,998 | + | $ - | + | $ | - |
| Grayson County (M&O) | *7.2%* | $ 60,846,220 | = | $ 60,846,220 | + | $ - | + | $ | - |
| Grayson County College | *8.7%* | $ 74,288,108 | = | $ 74,288,108 | + | $ - | + | $ | - |
| In Lieu | *0.6%* | $ 4,986,415 | = | $ - | + | $ - | + | $ | 4,986,415 |
| EDC | *0.4%* | $ 3,739,812 | = | $ - | + | $ - | + | $ | 3,739,812 |
| | *100.0%* | 850,141,850 | | $ 831,442,793 | | $ - | | $ | 18,699,058 |
| | | *100.0%* | | *97.8%* | | *0.0%* | | | *2.2%* |

# Financial Feasibility Analysis - Development Worksheet

## Tax Revenue Projections (7A)

### 2017-2023 COLLECTED (REFLECTED IN COMBINED REVENUE)

### TOTAL TAX REVENUE

| | | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 2039 | 2040 | 2041 | 2042 | 2043 | 2044 | 2045 | 2046 | 2047 | 2048 | 2049 | 2050 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **REAL PROPERTY** | | **2024** | **2025** | **2026** | **2027** | **2028** | **2029** | **2030** | **2031** | **2032** | **2033** | **2034** | **2035** | **2036** | **2037** | **2038** | **2039** | **2040** | **2041** | **2042** | **2043** | **2044** | **2045** | **2046** | **2047** | **2048** | **2049** | **2050** | |
| **Townhomes** | Taxable Value Per Unit | 400,000 | 414,000 | 428,490 | 443,487 | 459,009 | 475,075 | 491,702 | 508,912 | 526,724 | 545,159 | 564,240 | 583,988 | 604,427 | 625,582 | 647,478 | 670,140 | 693,594 | 717,870 | 742,996 | 769,001 | 795,916 | 823,773 | 852,605 | 882,446 | 913,331 | 945,298 | 978,383 | |
| | Cumulative Units | - | 90 | 132 | 174 | 216 | 218 | 218 | 218 | 218 | 218 | 218 | 218 | 218 | 218 | 218 | 218 | 218 | 218 | 218 | 218 | 218 | 218 | 218 | 218 | 218 | 218 | 218 | |
| | **Townhomes Taxable Value** | **-** | **37,260,000** | **56,663,518** | **77,379,638** | **100,064,006** | **103,566,246** | **107,191,064** | **110,942,752** | **114,825,748** | **118,844,649** | **123,004,212** | **127,309,359** | **131,765,187** | **136,376,968** | **141,150,162** | **146,090,418** | **151,203,583** | **156,495,708** | **161,973,058** | **167,642,115** | **173,509,589** | **179,582,425** | **185,867,809** | **192,373,183** | **199,106,244** | **206,074,963** | **213,287,586** | |
| **40' Lot** | Taxable Value Per Unit | 500,000 | 517,500 | 535,613 | 554,359 | 573,762 | 593,843 | 614,628 | 636,140 | 658,405 | 681,449 | 705,299 | 729,985 | 755,534 | 781,978 | 809,347 | 837,674 | 866,993 | 897,338 | 928,745 | 961,251 | 994,894 | 1,029,716 | 1,065,756 | 1,103,057 | 1,141,664 | 1,181,622 | 1,222,979 | |
| | Cumulative Units | | 125 | 217 | 310 | 405 | 405 | 405 | 405 | 405 | 405 | 405 | 405 | 405 | 405 | 405 | 405 | 405 | 405 | 405 | 405 | 405 | 405 | 405 | 405 | 405 | 405 | 405 | |
| | **40' Lot Taxable Value** | **-** | **64,687,500** | **116,442,158** | **171,740,399** | **232,373,408** | **240,506,477** | **248,924,204** | **257,636,551** | **266,653,830** | **275,986,714** | **285,646,249** | **295,643,868** | **305,991,403** | **316,701,102** | **327,785,641** | **339,258,138** | **351,132,173** | **363,421,799** | **376,141,562** | **389,306,517** | **402,932,245** | **417,034,873** | **431,631,094** | **446,738,182** | **462,374,019** | **478,557,109** | **495,306,608** | |
| **50' Lot** | Taxable Value Per Unit | 700,000 | 724,500 | 749,858 | 776,103 | 803,266 | 831,380 | 860,479 | 890,595 | 921,766 | 954,028 | 987,419 | 1,021,979 | 1,057,748 | 1,094,769 | 1,133,086 | 1,172,744 | 1,213,790 | 1,256,273 | 1,300,242 | 1,345,751 | 1,392,852 | 1,441,602 | 1,492,058 | 1,544,280 | 1,598,330 | 1,654,271 | 1,712,171 | |
| | Cumulative Units | | 104 | 145 | 185 | 227 | 227 | 227 | 227 | 227 | 227 | 227 | 227 | 227 | 227 | 227 | 227 | 227 | 227 | 227 | 227 | 227 | 227 | 227 | 227 | 227 | 227 | 227 | |
| | **50' Lot Taxable Value** | **-** | **75,348,000** | **108,421,896** | **143,718,663** | **182,341,405** | **188,723,354** | **195,328,671** | **202,165,175** | **209,240,956** | **216,564,389** | **224,144,143** | **231,989,188** | **240,108,810** | **248,512,618** | **257,210,560** | **266,212,929** | **275,530,382** | **285,173,945** | **295,155,033** | **305,485,459** | **316,177,450** | **327,243,661** | **338,697,189** | **350,551,591** | **362,820,897** | **375,519,628** | **388,662,815** | |
| **60' Lot** | Taxable Value Per SF | 1,000,000 | 1,035,000 | 1,071,225 | 1,108,718 | 1,147,523 | 1,187,686 | 1,229,255 | 1,272,279 | 1,316,809 | 1,362,897 | 1,410,599 | 1,459,970 | 1,511,069 | 1,563,956 | 1,618,695 | 1,675,349 | 1,733,986 | 1,794,676 | 1,857,489 | 1,922,501 | 1,989,789 | 2,059,431 | 2,131,512 | 2,206,114 | 2,283,328 | 2,363,245 | 2,445,959 | |
| | Cumulative SF | - | - | 10 | 20 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | |
| | **60' Lot Taxable Value** | **-** | **-** | **10,605,128** | **21,952,614** | **34,425,690** | **35,630,589** | **36,877,660** | **38,168,378** | **39,504,271** | **40,886,921** | **42,317,963** | **43,799,092** | **45,332,060** | **46,918,682** | **48,560,836** | **50,260,465** | **52,019,581** | **53,840,267** | **55,724,676** | **57,675,040** | **59,693,666** | **61,782,944** | **63,945,347** | **66,183,434** | **68,499,855** | **70,897,350** | **73,378,757** | |
| **Multifamily** | Taxable Value Per Unit | 175,000 | 181,125 | 187,464 | 194,026 | 200,817 | 207,845 | 215,120 | 222,649 | 230,442 | 238,507 | 246,855 | 255,495 | 264,437 | 273,692 | 283,272 | 293,186 | 303,448 | 314,068 | 325,061 | 336,438 | 348,213 | 360,401 | 373,015 | 386,070 | 399,582 | 413,568 | 428,043 | |
| | Cumulative Units | - | - | - | 530 | 780 | 1,030 | 1,280 | 1,588 | 1,958 | 2,328 | 2,698 | 3,068 | 3,438 | 3,808 | 4,178 | 4,548 | 4,918 | 5,288 | 5,288 | 5,288 | 5,288 | 5,288 | 5,288 | 5,288 | 5,288 | 5,288 | 5,288 | |
| | **Multifamily Taxable Value** | **-** | **-** | **-** | **102,833,583** | **156,636,690** | **214,080,457** | **275,353,193** | **353,566,407** | **451,204,617** | **555,244,382** | **666,014,205** | **783,857,741** | **909,134,458** | **1,042,220,319** | **1,183,508,500** | **1,333,410,134** | **1,492,355,085** | **1,660,792,755** | **1,718,920,502** | **1,779,082,719** | **1,841,350,614** | **1,905,797,886** | **1,972,500,812** | **2,041,538,340** | **2,112,992,182** | **2,186,946,908** | **2,263,490,050** | |
| **Retail** | Taxable Value Per Unit | 200 | 207 | 214 | 222 | 230 | 238 | 246 | 254 | 263 | 272 | 282 | 292 | 302 | 313 | 324 | 335 | 347 | 359 | 371 | 385 | 398 | 411 | 426 | 441 | 457 | 473 | 489 | |
| | Cumulative SF | - | - | - | 23,793 | 47,586 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | |
| | **Retail Taxable Value** | **-** | **-** | **-** | **5,275,945** | **10,921,206** | **17,126,437** | **17,725,862** | **18,346,267** | **18,988,386** | **19,652,980** | **20,340,834** | **21,052,763** | **21,789,610** | **22,552,246** | **23,341,575** | **24,158,530** | **25,004,079** | **25,879,221** | **26,784,994** | **27,722,469** | **28,692,755** | **29,697,002** | **30,736,397** | **31,812,171** | **32,925,597** | **34,077,993** | **35,270,722** | |
| **Office** | Taxable Value Per SF | 225 | 233 | 241 | 249 | 258 | 267 | 277 | 286 | 296 | 307 | 317 | 328 | 340 | 352 | 364 | 377 | 390 | 404 | 418 | 433 | 448 | 463 | 480 | 496 | 514 | 532 | 550 | |
| | Cumulative SF | - | - | - | - | - | 30,000 | 60,000 | 60,000 | 60,000 | 60,000 | 60,000 | 60,000 | 60,000 | 60,000 | 60,000 | 60,000 | 60,000 | 60,000 | 60,000 | 60,000 | 60,000 | 60,000 | 60,000 | 60,000 | 60,000 | 60,000 | 60,000 | |
| | **Office Taxable Value** | **-** | **-** | **-** | **-** | **-** | **8,016,883** | **16,594,947** | **17,175,770** | **17,776,922** | **18,399,114** | **19,043,083** | **19,709,591** | **20,399,427** | **21,113,407** | **21,852,376** | **22,617,209** | **23,408,812** | **24,228,120** | **25,076,104** | **25,953,768** | **26,862,150** | **27,802,325** | **28,775,406** | **29,782,545** | **30,824,935** | **31,903,807** | **33,020,441** | |
| **Hotel** | Taxable Value Per Unit | 175,000 | 181,125 | 187,464 | 194,026 | 200,817 | 207,845 | 215,120 | 222,649 | 230,442 | 238,507 | 246,855 | 255,495 | 264,437 | 273,692 | 283,272 | 293,186 | 303,448 | 314,068 | 325,061 | 336,438 | 348,213 | 360,401 | 373,015 | 386,070 | 399,582 | 413,568 | 428,043 | |
| | Cumulative Units | - | - | - | - | - | 75 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | |
| | **Hotel Taxable Value** | **-** | **-** | **-** | **-** | **-** | **15,588,383** | **32,267,952** | **33,397,331** | **34,566,237** | **35,776,056** | **37,028,217** | **38,324,205** | **39,665,552** | **41,053,847** | **42,490,731** | **43,977,907** | **45,517,134** | **47,110,233** | **48,759,091** | **50,465,660** | **52,231,958** | **54,060,076** | **55,952,179** | **57,910,505** | **59,937,373** | **62,035,181** | **64,206,412** | |
| | ***Taxable Value*** | **-** | **177,295,500** | **292,132,699** | **522,900,842** | **716,762,604** | **823,238,824** | **930,263,553** | **1,031,398,630** | **1,152,760,967** | **1,281,355,205** | **1,417,538,907** | **1,561,685,807** | **1,714,186,506** | **1,875,449,189** | **2,045,900,381** | **2,225,985,731** | **2,416,170,828** | **2,616,942,049** | **2,708,535,020** | **2,803,333,746** | **2,901,450,427** | **3,003,001,192** | **3,108,106,234** | **3,216,889,952** | **3,329,481,100** | **3,446,012,939** | **3,566,623,392** | |

| | PV | | | | | | | | | | | | | | | | | | | | | | | | | | | | GROSS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| City of Sherman (M&O) | **52,100,346** | - | 467,654 | 770,561 | 1,379,261 | 1,890,612 | 2,171,465 | 2,453,765 | 2,720,530 | 3,040,649 | 3,379,843 | 3,739,057 | 4,119,274 | 4,521,527 | 4,946,891 | 5,396,492 | 5,871,505 | 6,373,158 | 6,902,734 | 7,144,330 | 7,394,381 | 7,653,185 | 7,921,046 | 8,198,283 | 8,485,223 | 8,782,206 | 9,089,583 | 9,407,718 | **134,220,934** |
| Sherman ISD | **244,234,879** | - | 2,192,259 | 3,612,221 | 6,465,669 | 8,862,770 | 10,179,348 | 11,502,709 | 12,753,244 | 14,253,889 | 15,843,957 | 17,527,869 | 19,310,245 | 21,195,916 | 23,189,929 | 25,297,558 | 27,524,314 | 29,875,952 | 32,358,488 | 33,491,036 | 34,663,222 | 35,876,435 | 37,132,110 | 38,431,734 | 39,776,844 | 41,169,034 | 42,609,950 | 44,101,298 | **629,197,998** |
| Grayson County (M&O) | **47,237,179** | - | 424,002 | 698,635 | 1,250,517 | 1,714,138 | 1,968,776 | 2,224,725 | 2,466,590 | 2,756,828 | 3,064,361 | 3,390,044 | 3,734,772 | 4,099,477 | 4,485,137 | 4,892,711 | 5,323,445 | 5,778,273 | 6,258,417 | 6,477,462 | 6,704,173 | 6,938,819 | 7,181,677 | 7,433,036 | 7,693,192 | 7,962,454 | 8,241,140 | 8,529,580 | **121,692,439** |
| Grayson County College | **28,836,308** | - | 258,835 | 426,487 | 763,388 | 1,046,409 | 1,201,855 | 1,358,101 | 1,505,749 | 1,682,927 | 1,870,663 | 2,069,479 | 2,279,921 | 2,502,558 | 2,737,987 | 2,986,830 | 3,249,739 | 3,527,392 | 3,820,500 | 3,954,217 | 4,092,615 | 4,235,856 | 4,384,111 | 4,537,555 | 4,696,370 | 4,860,743 | 5,030,869 | 5,206,949 | **74,288,108** |
| ***Total*** | ***372,408,712*** | **-** | **3,342,751** | **5,507,905** | **9,858,835** | **13,513,928** | **15,521,444** | **17,539,301** | **19,446,114** | **21,734,294** | **24,158,825** | **26,726,449** | **29,444,212** | **32,319,478** | **35,359,944** | **38,573,651** | **41,969,002** | **45,554,775** | **49,340,139** | **51,067,044** | **52,854,391** | **54,704,295** | **56,618,945** | **58,600,608** | **60,651,629** | **62,774,436** | **64,971,541** | **67,245,545** | ***959,399,480*** |

| ***PERSONAL PROPERTY*** | | **2024** | **2025** | **2026** | **2027** | **2028** | **2029** | **2030** | **2031** | **2032** | **2033** | **2034** | **2035** | **2036** | **2037** | **2038** | **2039** | **2040** | **2041** | **2042** | **2043** | **2044** | **2045** | **2046** | **2047** | **2048** | **2049** | **2050** | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Taxable Value Per SF | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Cumulative SF | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | ***Taxable Value*** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | |

| | PV | | | | | | | | | | | | | | | | | | | | | | | | | | | | GROSS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| City of Sherman (M&O) | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Sherman ISD | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Grayson County (M&O) | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Grayson County College | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| ***Total*** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** |

| ***SALES TAX*** | | **2024** | **2025** | **2026** | **2027** | **2028** | **2029** | **2030** | **2031** | **2032** | **2033** | **2034** | **2035** | **2036** | **2037** | **2038** | **2039** | **2040** | **2041** | **2042** | **2043** | **2044** | **2045** | **2046** | **2047** | **2048** | **2049** | **2050** | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Sales Per SF | 350 | 362 | 375 | 388 | 402 | 416 | 430 | 445 | 461 | 477 | 494 | 511 | 529 | 547 | 567 | 586 | 607 | 628 | 650 | 673 | 696 | 721 | 746 | 772 | 799 | 827 | 856 | |
| | Cumulative SF | - | - | - | 23,793 | 47,586 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | 72,100 | |
| | ***Taxable Value*** | **-** | **-** | **-** | **9,232,904** | **19,112,110** | **29,971,264** | **31,020,258** | **32,105,967** | **33,229,676** | **34,392,715** | **35,596,460** | **36,842,336** | **38,131,818** | **39,466,431** | **40,847,756** | **42,277,428** | **43,757,138** | **45,288,638** | **46,873,740** | **48,514,321** | **50,212,322** | **51,969,753** | **53,788,695** | **55,671,299** | **57,619,794** | **59,636,487** | **61,723,764** | |

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | GROSS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| City of Sherman | | - | - | - | 92,329 | 191,121 | 299,713 | 310,203 | 321,060 | 332,297 | 343,927 | 355,965 | 368,423 | 381,318 | 394,664 | 408,478 | 422,774 | 437,571 | 452,886 | 468,737 | 485,143 | 502,123 | 519,698 | 537,887 | 556,713 | 576,198 | 596,365 | 617,238 | **9,972,831** |
| In Lieu | | - | - | - | 46,165 | 95,561 | 149,856 | 155,101 | 160,530 | 166,148 | 171,964 | 177,982 | 184,212 | 190,659 | 197,332 | 204,239 | 211,387 | 218,786 | 226,443 | 234,369 | 242,572 | 251,062 | 259,849 | 268,943 | 278,356 | 288,099 | 298,182 | 308,619 | **4,986,415** |
| Street | | - | - | - | 11,541 | 23,890 | 37,464 | 38,775 | 40,132 | 41,537 | 42,991 | 44,496 | 46,053 | 47,665 | 49,333 | 51,060 | 52,847 | 54,696 | 56,611 | 58,592 | 60,643 | 62,765 | 64,962 | 67,236 | 69,589 | 72,025 | 74,546 | 77,155 | **1,246,604** |
| EDC | 231,464 | - | - | - | 34,623 | 71,670 | 112,392 | 116,326 | 120,397 | 124,611 | 128,973 | 133,487 | 138,159 | 142,994 | 147,999 | 153,179 | 158,540 | 164,089 | 169,832 | 175,777 | 181,929 | 188,296 | 194,887 | 201,708 | 208,767 | 216,074 | 223,637 | 231,464 | **3,739,812** |
| ***Total*** | *8,215,961* | **-** | **-** | **-** | **184,658** | **382,242** | **599,425** | **620,405** | **642,119** | **664,594** | **687,854** | **711,929** | **736,847** | **762,636** | **789,329** | **816,955** | **845,549** | **875,143** | **905,773** | **937,475** | **970,286** | **1,004,246** | **1,039,395** | **1,075,774** | **1,113,426** | **1,152,396** | **1,192,730** | **1,234,475** | ***19,945,661*** |

| ***SUMMARY*** | | **2024** | **2025** | **2026** | **2027** | **2028** | **2029** | **2030** | **2031** | **2032** | **2033** | **2034** | **2035** | **2036** | **2037** | **2038** | **2039** | **2040** | **2041** | **2042** | **2043** | **2044** | **2045** | **2046** | **2047** | **2048** | **2049** | **2050** | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | PV | | | | | | | | | | | | | | | | | | | | | | | | | | | | GROSS |
| City of Sherman (M&O) | **56,208,327** | - | 467,654 | 770,561 | 1,471,590 | 2,081,733 | 2,471,178 | 2,763,968 | 3,041,590 | 3,372,946 | 3,723,771 | 4,095,021 | 4,487,698 | 4,902,845 | 5,341,555 | 5,804,969 | 6,294,279 | 6,810,729 | 7,355,621 | 7,613,067 | 7,879,525 | 8,155,308 | 8,440,744 | 8,736,170 | 9,041,936 | 9,358,404 | 9,685,948 | 10,024,956 | **144,193,765** |
| Sherman ISD | **244,234,879** | - | 2,192,259 | 3,612,221 | 6,465,669 | 8,862,770 | 10,179,348 | 11,502,709 | 12,753,244 | 14,253,889 | 15,843,957 | 17,527,869 | 19,310,245 | 21,195,916 | 23,189,929 | 25,297,558 | 27,524,314 | 29,875,952 | 32,358,488 | 33,491,036 | 34,663,222 | 35,876,435 | 37,132,110 | 38,431,734 | 39,776,844 | 41,169,034 | 42,609,950 | 44,101,298 | **629,197,998** |
| Grayson County (M&O) | **47,237,179** | - | 424,002 | 698,635 | 1,250,517 | 1,714,138 | 1,968,776 | 2,224,725 | 2,466,590 | 2,756,828 | 3,064,361 | 3,390,044 | 3,734,772 | 4,099,477 | 4,485,137 | 4,892,711 | 5,323,445 | 5,778,273 | 6,258,417 | 6,477,462 | 6,704,173 | 6,938,819 | 7,181,677 | 7,433,036 | 7,693,192 | 7,962,454 | 8,241,140 | 8,529,580 | **121,692,439** |
| Grayson County College | **28,836,308** | - | 258,835 | 426,487 | 763,388 | 1,046,409 | 1,201,855 | 1,358,101 | 1,505,749 | 1,682,927 | 1,870,663 | 2,069,479 | 2,279,921 | 2,502,558 | 2,737,987 | 2,986,830 | 3,249,739 | 3,527,392 | 3,820,500 | 3,954,217 | 4,092,615 | 4,235,856 | 4,384,111 | 4,537,555 | 4,696,370 | 4,860,743 | 5,030,869 | 5,206,949 | **74,288,108** |
| In Lieu | **2,053,990** | - | - | - | 46,165 | 95,561 | 149,856 | 155,101 | 160,530 | 166,148 | 171,964 | 177,982 | 184,212 | 190,659 | 197,332 | 204,239 | 211,387 | 218,786 | 226,443 | 234,369 | 242,572 | 251,062 | 259,849 | 268,943 | 278,356 | 288,099 | 298,182 | 308,619 | **4,986,415** |
| Street | **513,498** | - | - | - | 11,541 | 23,890 | 37,464 | 38,775 | 40,132 | 41,537 | 42,991 | 44,496 | 46,053 | 47,665 | 49,333 | 51,060 | 52,847 | 54,696 | 56,611 | 58,592 | 60,643 | 62,765 | 64,962 | 67,236 | 69,589 | 72,025 | 74,546 | 77,155 | **1,246,604** |
| EDC | **1,540,493** | - | - | - | 34,623 | 71,670 | 112,392 | 116,326 | 120,397 | 124,611 | 128,973 | 133,487 | 138,159 | 142,994 | 147,999 | 153,179 | 158,540 | 164,089 | 169,832 | 175,777 | 181,929 | 188,296 | 194,887 | 201,708 | 208,767 | 216,074 | 223,637 | 231,464 | **3,739,812** |
| ***Total*** | ***380,624,673*** | **-** | **3,342,751** | **5,507,905** | **10,043,493** | **13,896,170** | **16,120,869** | **18,159,706** | **20,088,233** | **22,398,887** | **24,846,679** | **27,438,378** | **30,181,058** | **33,082,114** | **36,149,273** | **39,390,606** | **42,814,551** | **46,429,917** | **50,245,912** | **52,004,519** | **53,824,677** | **55,708,541** | **57,658,340** | **59,676,382** | **61,765,055** | **63,926,832** | **66,164,271** | **68,480,021** | ***979,345,141*** |

## PARTICIPATION

| ***REAL PROPERTY*** | *Taxable Value* | - | *177,295,500* | *292,132,699* | *522,900,842* | *716,762,604* | *823,238,824* | *930,263,553* | *1,031,398,630* | *1,152,760,967* | *1,281,355,205* | *1,417,538,907* | *1,561,685,807* | *1,714,186,506* | *1,875,449,189* | *2,045,900,381* | *2,225,985,731* | *2,416,170,828* | *2,616,942,049* | *2,708,535,020* | *2,803,333,746* | *2,901,450,427* | *3,003,001,192* | *3,108,106,234* | *3,216,889,952* | *3,329,481,100* | *3,446,012,939* | *3,566,623,392* | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | PV | | | | | | | | | | | | | | | | | | | | | | | | | | | | GROSS |
| City of Sherman (M&O) | **26,050,173** | - | 233,827 | 385,281 | 689,630 | 945,306 | 1,085,733 | 1,226,883 | 1,360,265 | 1,520,325 | 1,689,922 | 1,869,528 | 2,059,637 | 2,260,763 | 2,473,446 | 2,698,246 | 2,935,752 | 3,186,579 | 3,451,367 | 3,572,165 | 3,697,191 | 3,826,592 | 3,960,523 | 4,099,141 | 4,242,611 | 4,391,103 | 4,544,791 | 4,703,859 | **67,110,467** |
| Sherman ISD | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Grayson County (M&O) | **23,618,589** | - | 212,001 | 349,318 | 625,259 | 857,069 | 984,388 | 1,112,363 | 1,233,295 | 1,378,414 | 1,532,180 | 1,695,022 | 1,867,386 | 2,049,739 | 2,242,568 | 2,446,385 | 2,661,722 | 2,889,136 | 3,129,208 | 3,238,731 | 3,352,086 | 3,469,409 | 3,590,839 | 3,716,518 | 3,846,596 | 3,981,227 | 4,120,570 | 4,264,790 | **60,846,220** |
| Grayson County College | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| ***Total*** | ***49,668,763*** | **-** | ***445,828*** | ***734,598*** | ***1,314,889*** | ***1,802,375*** | ***2,070,120*** | ***2,339,245*** | ***2,593,560*** | ***2,898,738*** | ***3,222,102*** | ***3,564,550*** | ***3,927,023*** | ***4,310,502*** | ***4,716,014*** | ***5,144,631*** | ***5,597,475*** | ***6,075,715*** | ***6,580,576*** | ***6,810,896*** | ***7,049,277*** | ***7,296,002*** | ***7,551,362*** | ***7,815,659*** | ***8,089,208*** | ***8,372,330*** | ***8,665,361*** | ***8,968,649*** | ***127,956,687*** |

| ***PERSONAL PROPERTY*** | *Taxable Value* | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | PV | | | | | | | | | | | | | | | | | | | | | | | | | | | | GROSS |
| City of Sherman (M&O) | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Sherman ISD | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Grayson County (M&O) | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Grayson County College | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| ***Total*** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** |

| ***SALES TAX*** | *Taxable Value* | - | - | - | *9,232,904* | *19,112,110* | *29,971,264* | *31,020,258* | *32,105,967* | *33,229,676* | *34,392,715* | *35,596,460* | *36,842,336* | *38,131,818* | *39,466,431* | *40,847,756* | *42,277,428* | *43,757,138* | *45,288,638* | *46,873,740* | *48,514,321* | *50,212,322* | *51,969,753* | *53,788,695* | *55,671,299* | *57,619,794* | *59,636,487* | *61,723,764* | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| City of Sherman | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| In Lieu | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Street | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| EDC | PV | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| ***Total*** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** |

| ***SUMMARY*** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | PV | | | | | | | | | | | | | | | | | | | | | | | | | | | | GROSS |
| City of Sherman (M&O) | **26,050,173** | - | *233,827* | *385,281* | *689,630* | *945,306* | *1,085,733* | *1,226,883* | *1,360,265* | *1,520,325* | *1,689,922* | *1,869,528* | *2,059,637* | *2,260,763* | *2,473,446* | *2,698,246* | *2,935,752* | *3,186,579* | *3,451,367* | *3,572,165* | *3,697,191* | *3,826,592* | *3,960,523* | *4,099,141* | *4,242,611* | *4,391,103* | *4,544,791* | *4,703,859* | **67,110,467** |
| Sherman ISD | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Grayson County (M&O) | **23,618,589** | - | 212,001 | 349,318 | 625,259 | 857,069 | 984,388 | 1,112,363 | 1,233,295 | 1,378,414 | 1,532,180 | 1,695,022 | 1,867,386 | 2,049,739 | 2,242,568 | 2,446,385 | 2,661,722 | 2,889,136 | 3,129,208 | 3,238,731 | 3,352,086 | 3,469,409 | 3,590,839 | 3,716,518 | 3,846,596 | 3,981,227 | 4,120,570 | 4,264,790 | **60,846,220** |
| Grayson County College | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| In Lieu | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Street | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| EDC | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| ***Total*** | ***49,668,763*** | **-** | ***445,828*** | ***734,598*** | ***1,314,889*** | ***1,802,375*** | ***2,070,120*** | ***2,339,245*** | ***2,593,560*** | ***2,898,738*** | ***3,222,102*** | ***3,564,550*** | ***3,927,023*** | ***4,310,502*** | ***4,716,014*** | ***5,144,631*** | ***5,597,475*** | ***6,075,715*** | ***6,580,576*** | ***6,810,896*** | ***7,049,277*** | ***7,296,002*** | ***7,551,362*** | ***7,815,659*** | ***8,089,208*** | ***8,372,330*** | ***8,665,361*** | ***8,968,649*** | ***127,956,687*** |

## TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT

| ***SUMMARY*** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | PV | | | | | | | | | | | | | | | | | | | | | | | | | | | | GROSS |
| City of Sherman (M&O) | **30,158,154** | - | 233,827 | 385,281 | 781,959 | 1,136,427 | 1,385,445 | 1,537,085 | 1,681,325 | 1,852,621 | 2,033,849 | 2,225,493 | 2,428,060 | 2,642,082 | 2,868,110 | 3,106,724 | 3,358,527 | 3,624,150 | 3,904,253 | 4,040,902 | 4,182,334 | 4,328,716 | 4,480,221 | 4,637,028 | 4,799,324 | 4,967,301 | 5,141,156 | 5,321,097 | **77,083,298** |
| Sherman ISD | **244,234,879** | - | 2,192,259 | 3,612,221 | 6,465,669 | 8,862,770 | 10,179,348 | 11,502,709 | 12,753,244 | 14,253,889 | 15,843,957 | 17,527,869 | 19,310,245 | 21,195,916 | 23,189,929 | 25,297,558 | 27,524,314 | 29,875,952 | 32,358,488 | 33,491,036 | 34,663,222 | 35,876,435 | 37,132,110 | 38,431,734 | 39,776,844 | 41,169,034 | 42,609,950 | 44,101,298 | **629,197,998** |
| Grayson County (M&O) | **23,618,589** | - | 212,001 | 349,318 | 625,259 | 857,069 | 984,388 | 1,112,363 | 1,233,295 | 1,378,414 | 1,532,180 | 1,695,022 | 1,867,386 | 2,049,739 | 2,242,568 | 2,446,385 | 2,661,722 | 2,889,136 | 3,129,208 | 3,238,731 | 3,352,086 | 3,469,409 | 3,590,839 | 3,716,518 | 3,846,596 | 3,981,227 | 4,120,570 | 4,264,790 | **60,846,220** |
| Grayson County College | **28,836,308** | - | 258,835 | 426,487 | 763,388 | 1,046,409 | 1,201,855 | 1,358,101 | 1,505,749 | 1,682,927 | 1,870,663 | 2,069,479 | 2,279,921 | 2,502,558 | 2,737,987 | 2,986,830 | 3,249,739 | 3,527,392 | 3,820,500 | 3,954,217 | 4,092,615 | 4,235,856 | 4,384,111 | 4,537,555 | 4,696,370 | 4,860,743 | 5,030,869 | 5,206,949 | **74,288,108** |
| In Lieu | **2,053,990** | - | - | - | 46,165 | 95,561 | 149,856 | 155,101 | 160,530 | 166,148 | 171,964 | 177,982 | 184,212 | 190,659 | 197,332 | 204,239 | 211,387 | 218,786 | 226,443 | 234,369 | 242,572 | 251,062 | 259,849 | 268,943 | 278,356 | 288,099 | 298,182 | 308,619 | **4,986,415** |
| Street | **513,498** | - | - | - | 11,541 | 23,890 | 37,464 | 38,775 | 40,132 | 41,537 | 42,991 | 44,496 | 46,053 | 47,665 | 49,333 | 51,060 | 52,847 | 54,696 | 56,611 | 58,592 | 60,643 | 62,765 

# Financial Feasibility Analysis - Anticipated TIRZ Revenue

## ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

**TAXABLE BASE YEAR GROWTH** 3.50%
**DISCOUNT RATE** 6.00%

| ORIGINAL BOUNDARY — REAL PROPERTY TAX | | | | ORIGINAL BOUNDARY — BUSINESS PERSONAL PROPERTY TAX | | | | ORIGINAL BOUNDARY — SALES TAX | | | | EXPANDED BOUNDARY — REAL PROPERTY TAX | | | | EXPANDED BOUNDARY — BUSINESS PERSONAL PROPERTY TAX | | | | EXPANDED BOUNDARY — SALES TAX | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| City of Sherman (M&O | 0.2637710 | 75% | 0.1978283 | City of Sherman (M&O | 0.2637710 | 0% | 0.0000000 | City of Sherman | 0.0100000 | 0% | 0.0000000 | City of Sherman (M&O | 0.2637710 | 50% | 0.1318855 | City of Sherman (M&O | 0.2637710 | 0% | 0.0000000 | City of Sherman | 0.0100000 | 0% | 0.0000000 |
| Sherman ISD | 1.2365000 | 0% | 0.0000000 | Sherman ISD | 1.2365000 | 0% | 0.0000000 | In Lieu | 0.0050000 | 0% | 0.0000000 | Sherman ISD | 1.2365000 | 0% | 0.0000000 | Sherman ISD | 1.2365000 | 0% | 0.0000000 | In Lieu | 0.0050000 | 0% | 0.0000000 |
| Grayson County (M&O | 0.2391500 | 75% | 0.1793625 | Grayson County (M&O | 0.2391500 | 0% | 0.0000000 | Street | 0.0012500 | 0% | 0.0000000 | Grayson County (M&O | 0.2391500 | 50% | 0.1195750 | Grayson County (M&O | 0.2391500 | 0% | 0.0000000 | Street | 0.0012500 | 0% | 0.0000000 |
| Grayson County College | 0.1459910 | 0% | 0.0000000 | Grayson County College | 0.1459910 | 0% | 0.0000000 | EDC | 0.0037500 | 0% | 0.0000000 | Grayson County College | 0.1459910 | 0% | 0.0000000 | Grayson County College | 0.1459910 | 0% | 0.0000000 | EDC | 0.0037500 | 0% | 0.0000000 |
| Other | 0.0000000 | 0% | 0.0000000 | Other | 0.0000000 | 0% | 0.0000000 | | *0.0200000* | | *0.0000000* | Other | 0.0000000 | 0% | 0.0000000 | Other | 0.0000000 | 0% | 0.0000000 | | *0.0200000* | | *0.0000000* |
| | *1.8854120* | | *0.3771908* | | *1.8854120* | | *0.0000000* | | | | | | *1.8854120* | | *0.2514605* | | *1.8854120* | | *0.0000000* | | | | |

| TAX BASE YEAR | | 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 | 32 | 33 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **REVENUE YEAR** | **2017** | **2018** | **2019** | **2020** | **2021** | **2022** | **2023** | **2024** | **2025** | **2026** | **2027** | **2028** | **2029** | **2030** | **2031** | **2032** | **2033** | **2034** | **2035** | **2036** | **2037** | **2038** | **2039** | **2040** | **2041** | **2042** | **2043** | **2044** | **2045** | **2046** | **2047** | **2048** | **2049** | **2050** | **TOTALS** | |
| **ORIGINAL BOUNDARY** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **BASE YEAR** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Sherman (M&O) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| Sherman ISD | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| Grayson County (M&O) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| Grayson County College | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| **TAXABLE VALUE** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Sherman (M&O) | | 0 | 8,505,450 | 19,439,779 | 18,010,954 | 20,615,324 | 21,336,861 | 22,083,651 | 22,856,579 | 23,656,559 | 24,484,538 | 25,341,497 | 26,228,450 | 27,146,445 | 28,096,571 | 29,079,951 | 30,097,749 | 31,151,170 | 32,241,461 | 33,369,913 | 34,537,859 | 35,746,685 | 36,997,819 | 38,292,742 | 39,632,988 | 41,020,143 | 42,455,848 | 43,941,802 | 45,479,765 | 47,071,557 | 48,719,062 | 50,424,229 | 52,189,077 | 54,015,695 | | |
| Sherman ISD | | 0 | 8,505,450 | 19,439,779 | 18,010,954 | 20,615,324 | 21,336,861 | 22,083,651 | 22,856,579 | 23,656,559 | 24,484,538 | 25,341,497 | 26,228,450 | 27,146,445 | 28,096,571 | 29,079,951 | 30,097,749 | 31,151,170 | 32,241,461 | 33,369,913 | 34,537,859 | 35,746,685 | 36,997,819 | 38,292,742 | 39,632,988 | 41,020,143 | 42,455,848 | 43,941,802 | 45,479,765 | 47,071,557 | 48,719,062 | 50,424,229 | 52,189,077 | 54,015,695 | | |
| Grayson County (M&O) | | 0 | 8,505,450 | 19,439,779 | 18,010,954 | 20,615,324 | 21,336,861 | 22,083,651 | 22,856,579 | 23,656,559 | 24,484,538 | 25,341,497 | 26,228,450 | 27,146,445 | 28,096,571 | 29,079,951 | 30,097,749 | 31,151,170 | 32,241,461 | 33,369,913 | 34,537,859 | 35,746,685 | 36,997,819 | 38,292,742 | 39,632,988 | 41,020,143 | 42,455,848 | 43,941,802 | 45,479,765 | 47,071,557 | 48,719,062 | 50,424,229 | 52,189,077 | 54,015,695 | | |
| Grayson County College | | 0 | 8,505,450 | 19,439,779 | 18,010,954 | 20,615,324 | 21,336,861 | 22,083,651 | 22,856,579 | 23,656,559 | 24,484,538 | 25,341,497 | 26,228,450 | 27,146,445 | 28,096,571 | 29,079,951 | 30,097,749 | 31,151,170 | 32,241,461 | 33,369,913 | 34,537,859 | 35,746,685 | 36,997,819 | 38,292,742 | 39,632,988 | 41,020,143 | 42,455,848 | 43,941,802 | 45,479,765 | 47,071,557 | 48,719,062 | 50,424,229 | 52,189,077 | 54,015,695 | | |
| Other | | 0 | 8,505,450 | 19,439,779 | 18,010,954 | 20,615,324 | 21,336,861 | 22,083,651 | 22,856,579 | 23,656,559 | 24,484,538 | 25,341,497 | 26,228,450 | 27,146,445 | 28,096,571 | 29,079,951 | 30,097,749 | 31,151,170 | 32,241,461 | 33,369,913 | 34,537,859 | 35,746,685 | 36,997,819 | 38,292,742 | 39,632,988 | 41,020,143 | 42,455,848 | 43,941,802 | 45,479,765 | 47,071,557 | 48,719,062 | 50,424,229 | 52,189,077 | 54,015,695 | | |
| **TAXABLE VALUE INCREMENT** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Sherman (M&O) | | 0 | 8,505,450 | 19,439,779 | 18,010,954 | 20,615,324 | 21,336,861 | 22,083,651 | 22,856,579 | 23,656,559 | 24,484,538 | 25,341,497 | 26,228,450 | 27,146,445 | 28,096,571 | 29,079,951 | 30,097,749 | 31,151,170 | 32,241,461 | 33,369,913 | 34,537,859 | 35,746,685 | 36,997,819 | 38,292,742 | 39,632,988 | 41,020,143 | 42,455,848 | 43,941,802 | 45,479,765 | 47,071,557 | 48,719,062 | 50,424,229 | 52,189,077 | 54,015,695 | | |
| Sherman ISD | | 0 | 8,505,450 | 19,439,779 | 18,010,954 | 20,615,324 | 21,336,861 | 22,083,651 | 22,856,579 | 23,656,559 | 24,484,538 | 25,341,497 | 26,228,450 | 27,146,445 | 28,096,571 | 29,079,951 | 30,097,749 | 31,151,170 | 32,241,461 | 33,369,913 | 34,537,859 | 35,746,685 | 36,997,819 | 38,292,742 | 39,632,988 | 41,020,143 | 42,455,848 | 43,941,802 | 45,479,765 | 47,071,557 | 48,719,062 | 50,424,229 | 52,189,077 | 54,015,695 | | |
| Grayson County (M&O) | | 0 | 8,505,450 | 19,439,779 | 18,010,954 | 20,615,324 | 21,336,861 | 22,083,651 | 22,856,579 | 23,656,559 | 24,484,538 | 25,341,497 | 26,228,450 | 27,146,445 | 28,096,571 | 29,079,951 | 30,097,749 | 31,151,170 | 32,241,461 | 33,369,913 | 34,537,859 | 35,746,685 | 36,997,819 | 38,292,742 | 39,632,988 | 41,020,143 | 42,455,848 | 43,941,802 | 45,479,765 | 47,071,557 | 48,719,062 | 50,424,229 | 52,189,077 | 54,015,695 | | |
| Grayson County College | | 0 | 8,505,450 | 19,439,779 | 18,010,954 | 20,615,324 | 21,336,861 | 22,083,651 | 22,856,579 | 23,656,559 | 24,484,538 | 25,341,497 | 26,228,450 | 27,146,445 | 28,096,571 | 29,079,951 | 30,097,749 | 31,151,170 | 32,241,461 | 33,369,913 | 34,537,859 | 35,746,685 | 36,997,819 | 38,292,742 | 39,632,988 | 41,020,143 | 42,455,848 | 43,941,802 | 45,479,765 | 47,071,557 | 48,719,062 | 50,424,229 | 52,189,077 | 54,015,695 | | |
| Other | | 0 | 8,505,450 | 19,439,779 | 18,010,954 | 20,615,324 | 21,336,861 | 22,083,651 | 22,856,579 | 23,656,559 | 24,484,538 | 25,341,497 | 26,228,450 | 27,146,445 | 28,096,571 | 29,079,951 | 30,097,749 | 31,151,170 | 32,241,461 | 33,369,913 | 34,537,859 | 35,746,685 | 36,997,819 | 38,292,742 | 39,632,988 | 41,020,143 | 42,455,848 | 43,941,802 | 45,479,765 | 47,071,557 | 48,719,062 | 50,424,229 | 52,189,077 | 54,015,695 | | |
| **REVENUE A** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TAXABLE VALUE GROWTH | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Sherman (M&O) | | 0 | 21,589 | 49,217 | 41,278 | 41,028 | 42,210 | 43,688 | 45,217 | 46,799 | 48,437 | 50,133 | 51,887 | 53,703 | 55,583 | 57,528 | 59,542 | 61,626 | 63,783 | 66,015 | 68,326 | 70,717 | 73,192 | 75,754 | 78,405 | 81,149 | 83,990 | 86,929 | 89,972 | 93,121 | 96,380 | 99,753 | 103,245 | 106,858 | 2,107,055 | City of Sherman (M&O) |
| Sherman ISD | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Sherman ISD |
| Grayson County (M&O) | | 0 | 23,033 | 47,472 | 39,514 | 39,224 | 38,270 | 39,610 | 40,996 | 42,431 | 43,916 | 45,453 | 47,044 | 48,691 | 50,395 | 52,159 | 53,984 | 55,874 | 57,829 | 59,853 | 61,948 | 64,116 | 66,360 | 68,683 | 71,087 | 73,575 | 76,150 | 78,815 | 81,574 | 84,429 | 87,384 | 90,442 | 93,608 | 96,884 | 1,920,800 | Grayson County (M&O) |
| Grayson County College | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Grayson County College |
| Other | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Other |
| | | **0** | **44,622** | **96,689** | **80,792** | **80,252** | **80,481** | **83,297** | **86,213** | **89,230** | **92,353** | **95,586** | **98,931** | **102,394** | **105,978** | **109,687** | **113,526** | **117,499** | **121,612** | **125,868** | **130,274** | **134,833** | **139,552** | **144,437** | **149,492** | **154,724** | **160,140** | **165,744** | **171,545** | **177,550** | **183,764** | **190,196** | **196,852** | **203,742** | **4,027,855** | |

| TAX BASE YEAR | | | 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 | 32 | 33 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **REVENUE YEAR** | **2017** | **2018** | **2019** | **2020** | **2021** | **2022** | **2023** | **2024** | **2025** | **2026** | **2027** | **2028** | **2029** | **2030** | **2031** | **2032** | **2033** | **2034** | **2035** | **2036** | **2037** | **2038** | **2039** | **2040** | **2041** | **2042** | **2043** | **2044** | **2045** | **2046** | **2047** | **2048** | **2049** | **2050** | **TOTALS** | |
| **EXPANDED BOUNDARY** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **BASE YEAR** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Sherman (M&O) | | | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | | |
| Sherman ISD | | | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | | |
| Grayson County (M&O) | | | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | | |
| Grayson County College | | | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | | |
| Other | | | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | | |
| **TAXABLE VALUE** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Sherman (M&O) | | | 105,206 | 127,229 | 3,586,297 | 31,606,473 | 32,712,700 | 33,857,644 | 35,042,662 | 36,269,155 | 37,538,575 | 38,852,425 | 40,212,260 | 41,619,689 | 43,076,378 | 44,584,052 | 46,144,493 | 47,759,551 | 49,431,135 | 51,161,225 | 52,951,868 | 54,805,183 | 56,723,364 | 58,708,682 | 60,763,486 | 62,890,208 | 65,091,365 | 67,369,563 | 69,727,498 | 72,167,960 | 74,693,839 | 77,308,123 | 80,013,907 | | |
| Sherman ISD | | | 105,206 | 127,229 | 3,586,297 | 31,606,473 | 32,712,700 | 33,857,644 | 35,042,662 | 36,269,155 | 37,538,575 | 38,852,425 | 40,212,260 | 41,619,689 | 43,076,378 | 44,584,052 | 46,144,493 | 47,759,551 | 49,431,135 | 51,161,225 | 52,951,868 | 54,805,183 | 56,723,364 | 58,708,682 | 60,763,486 | 62,890,208 | 65,091,365 | 67,369,563 | 69,727,498 | 72,167,960 | 74,693,839 | 77,308,123 | 80,013,907 | | |
| Grayson County (M&O) | | | 105,206 | 127,229 | 3,586,297 | 31,606,473 | 32,712,700 | 33,857,644 | 35,042,662 | 36,269,155 | 37,538,575 | 38,852,425 | 40,212,260 | 41,619,689 | 43,076,378 | 44,584,052 | 46,144,493 | 47,759,551 | 49,431,135 | 51,161,225 | 52,951,868 | 54,805,183 | 56,723,364 | 58,708,682 | 60,763,486 | 62,890,208 | 65,091,365 | 67,369,563 | 69,727,498 | 72,167,960 | 74,693,839 | 77,308,123 | 80,013,907 | | |
| Grayson County College | | | 105,206 | 127,229 | 3,586,297 | 30,613,439 | 31,684,909 | 32,793,881 | 33,941,667 | 35,129,625 | 36,359,162 | 37,631,733 | 38,948,844 | 40,312,053 | 41,722,975 | 43,183,279 | 44,694,694 | 46,259,008 | 47,878,073 | 49,553,806 | 51,288,189 | 53,083,276 | 54,941,191 | 56,864,132 | 58,854,377 | 60,914,280 | 63,046,280 | 65,252,900 | 67,536,751 | 69,900,537 | 72,347,056 | 74,879,203 | 77,499,975 | | |
| Other | | | 105,206 | 127,229 | 3,586,297 | 31,606,473 | 32,712,700 | 33,857,644 | 35,042,662 | 36,269,155 | 37,538,575 | 38,852,425 | 40,212,260 | 41,619,689 | 43,076,378 | 44,584,052 | 46,144,493 | 47,759,551 | 49,431,135 | 51,161,225 | 52,951,868 | 54,805,183 | 56,723,364 | 58,708,682 | 60,763,486 | 62,890,208 | 65,091,365 | 67,369,563 | 69,727,498 | 72,167,960 | 74,693,839 | 77,308,123 | 80,013,907 | | |
| **TAXABLE VALUE INCREMENT** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Sherman (M&O) | | | 1,777 | 23,800 | 3,482,868 | 31,503,044 | 32,609,271 | 33,754,215 | 34,939,233 | 36,165,726 | 37,435,146 | 38,748,996 | 40,108,831 | 41,516,260 | 42,972,949 | 44,480,623 | 46,041,064 | 47,656,122 | 49,327,706 | 51,057,796 | 52,848,439 | 54,701,754 | 56,619,935 | 58,605,253 | 60,660,057 | 62,786,779 | 64,987,936 | 67,266,134 | 69,624,069 | 72,064,531 | 74,590,410 | 77,204,694 | 79,910,478 | | |
| Sherman ISD | | | 1,777 | 23,800 | 3,482,868 | 31,503,044 | 32,609,271 | 33,754,215 | 34,939,233 | 36,165,726 | 37,435,146 | 38,748,996 | 40,108,831 | 41,516,260 | 42,972,949 | 44,480,623 | 46,041,064 | 47,656,122 | 49,327,706 | 51,057,796 | 52,848,439 | 54,701,754 | 56,619,935 | 58,605,253 | 60,660,057 | 62,786,779 | 64,987,936 | 67,266,134 | 69,624,069 | 72,064,531 | 74,590,410 | 77,204,694 | 79,910,478 | | |
| Grayson County (M&O) | | | 1,777 | 23,800 | 3,482,868 | 31,503,044 | 32,609,271 | 33,754,215 | 34,939,233 | 36,165,726 | 37,435,146 | 38,748,996 | 40,108,831 | 41,516,260 | 42,972,949 | 44,480,623 | 46,041,064 | 47,656,122 | 49,327,706 | 51,057,796 | 52,848,439 | 54,701,754 | 56,619,935 | 58,605,253 | 60,660,057 | 62,786,779 | 64,987,936 | 67,266,134 | 69,624,069 | 72,064,531 | 74,590,410 | 77,204,694 | 79,910,478 | | |
| Grayson County College | | | 1,777 | 23,800 | 3,482,868 | 31,581,480 | 32,690,452 | 33,838,238 | 35,026,196 | 36,255,733 | 37,528,304 | 38,845,415 | 40,208,624 | 41,619,546 | 43,079,850 | 44,591,265 | 46,155,579 | 47,774,644 | 49,450,377 | 51,184,760 | 52,979,847 | 54,837,762 | 56,760,703 | 58,750,948 | 60,810,851 | 62,942,851 | 65,149,471 | 67,433,322 | 69,797,108 | 72,243,627 | 74,775,774 | 77,396,546 | | |
| Other | | | 1,777 | 23,800 | 3,482,868 | 31,503,044 | 32,609,271 | 33,754,215 | 34,939,233 | 36,165,726 | 37,435,146 | 38,748,996 | 40,108,831 | 41,516,260 | 42,972,949 | 44,480,623 | 46,041,064 | 47,656,122 | 49,327,706 | 51,057,796 | 52,848,439 | 54,701,754 | 56,619,935 | 58,605,253 | 60,660,057 | 62,786,779 | 64,987,936 | 67,266,134 | 69,624,069 | 72,064,531 | 74,590,410 | 77,204,694 | 79,910,478 | | |
| **REVENUE B** | | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 2039 | 2040 | 2041 | 2042 | 2043 | 2044 | 2045 | 2046 | 2047 | 2048 | 2049 | 2050 | | |
| TAXABLE VALUE GROWTH | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Sherman (M&O) | | 0 | 0 | 3 | 40 | 4,621 | 41,548 | 64,510 | 66,775 | 69,120 | 71,546 | 74,057 | 76,656 | 79,347 | 82,131 | 85,013 | 87,995 | 91,082 | 94,277 | 97,584 | 101,007 | 104,549 | 108,216 | 112,010 | 115,938 | 120,003 | 124,210 | 128,564 | 133,071 | 137,736 | 142,564 | 147,561 | 152,733 | 158,086 | 2,872,553 | City of Sherman (M&O) |
| Sherman ISD | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Sherman ISD |
| Grayson County (M&O) | | 0 | 0 | 3 | 38 | 4,418 | 37,670 | 58,489 | 60,542 | 62,668 | 64,868 | 67,145 | 69,501 | 71,940 | 74,465 | 77,077 | 79,782 | 82,580 | 85,477 | 88,475 | 91,579 | 94,790 | 98,114 | 101,555 | 105,116 | 108,801 | 112,616 | 116,564 | 120,650 | 124,879 | 129,257 | 133,787 | 138,476 | 143,329 | 2,604,653 | Grayson County (M&O) |
| Grayson County College | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Grayson County College |
| Other | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Other |
| | | | | **6** | **78** | **9,039** | **79,218** | **122,999** | **127,318** | **131,788** | **136,414** | **141,202** | **146,158** | **151,287** | **156,595** | **162,090** | **167,777** | **173,663** | **179,754** | **186,060** | **192,585** | **199,339** | **206,330** | **213,565** | **221,054** | **228,804** | **236,826** | **245,128** | **253,722** | **262,616** | **271,821** | **281,348** | **291,209** | **301,415** | **5,477,206** | |
| **REVENUE 1 - 7A (EXPANDED)** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **REAL PROPERTY TAX** | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 177,295,500 | 292,132,699 | 522,900,842 | 716,762,604 | 823,238,824 | 930,263,553 | 1,031,398,630 | 1,152,760,967 | 1,281,355,205 | 1,417,538,907 | 1,561,685,807 | 1,714,186,506 | 1,875,449,189 | 2,045,900,381 | 2,225,985,731 | 2,416,170,828 | 2,616,942,049 | 2,708,535,020 | 2,803,333,746 | 2,901,450,427 | 3,003,001,192 | 3,108,106,234 | 3,216,889,952 | 3,329,481,100 | 3,446,012,939 | 3,566,623,392 | | |
| **BUSINESS PERSONAL PROPERTY** | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| City of Sherman (M&O) | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 233,827 | 385,281 | 689,630 | 945,306 | 1,085,733 | 1,226,883 | 1,360,265 | 1,520,325 | 1,689,922 | 1,869,528 | 2,059,637 | 2,260,763 | 2,473,446 | 2,698,246 | 2,935,752 | 3,186,579 | 3,451,367 | 3,572,165 | 3,697,191 | 3,826,592 | 3,960,523 | 4,099,141 | 4,242,611 | 4,391,103 | 4,544,791 | 4,703,859 | 67,110,467 | City of Sherman (M&O) |
| Sherman ISD | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Sherman ISD |
| Grayson County (M&O) | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 212,001 | 349,318 | 625,259 | 857,069 | 984,388 | 1,112,363 | 1,233,295 | 1,378,414 | 1,532,180 | 1,695,022 | 1,867,386 | 2,049,739 | 2,242,568 | 2,446,385 | 2,661,722 | 2,889,136 | 3,129,208 | 3,238,731 | 3,352,086 | 3,469,409 | 3,590,839 | 3,716,518 | 3,846,596 | 3,981,227 | 4,120,570 | 4,264,790 | 60,846,220 | Grayson County (M&O) |
| Grayson County College | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Grayson County College |
| Other | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Other |
| | | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **445,828** | **734,598** | **1,314,889** | **1,802,375** | **2,070,120** | **2,339,245** | **2,593,560** | **2,898,738** | **3,222,102** | **3,564,550** | **3,927,023** | **4,310,502** | **4,716,014** | **5,144,631** | **5,597,475** | **6,075,715** | **6,580,576** | **6,810,896** | **7,049,277** | **7,296,002** | **7,551,362** | **7,815,659** | **8,089,208** | **8,372,330** | **8,665,361** | **8,968,649** | **127,956,687** | |
| **REVENUE 2 - SALES** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SALES | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9,232,904 | 19,112,110 | 29,971,264 | 31,020,258 | 32,105,967 | 33,229,676 | 34,392,715 | 35,596,460 | 36,842,336 | 38,131,818 | 39,466,431 | 40,847,756 | 42,277,428 | 43,757,138 | 45,288,638 | 46,873,740 | 48,514,321 | 50,212,322 | 51,969,753 | 53,788,695 | 55,671,299 | 57,619,794 | 59,636,487 | 61,723,764 | | |
| City of Sherman | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | City of Sherman |
| In Lieu | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | In Lieu |
| Street | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Street |
| EDC | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | EDC |
| | | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | |
| **REVENUE A,B,1,2** | | **0** | **44,622** | **96,695** | **80,870** | **89,291** | **159,698** | **206,297** | **659,359** | **955,616** | **1,543,656** | **2,039,163** | **2,315,209** | **2,592,926** | **2,856,133** | **3,170,515** | **3,503,405** | **3,855,712** | **4,228,389** | **4,622,430** | **5,038,873** | **5,478,804** | **5,943,357** | **6,433,717** | **6,951,121** | **7,194,424** | **7,446,243** | **7,706,875** | **7,976,629** | **8,255,825** | **8,544,792** | **8,843,873** | **9,153,423** | **9,473,806** | **137,461,748** | |
| **Running Total** | | **0** | **44,622** | **141,317** | **222,187** | **311,478** | **471,176** | **677,473** | **1,336,832** | **2,292,448** | **3,836,104** | **5,875,267** | **8,190,476** | **10,783,402** | **13,639,536** | **16,810,051** | **20,313,456** | **24,169,168** | **28,397,558** | **33,019,987** | **38,058,860** | **43,537,664** | **49,481,021** | **55,914,738** | **62,865,859** | **70,060,283** | **77,506,526** | **85,213,401** | **93,190,029** | **101,445,854** | **109,990,646** | **118,834,520** | **127,987,942** | **137,461,748** | | |

**GROSS** 137,461,748

| | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 2039 | 2040 | 2041 | 2042 | 2043 | 2044 | 2045 | 2046 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| City of Sherman (M&O) | $ - | $ 21,589 | $ 49,220 | $ 41,318 | $ 45,649 | $ 83,758 | $ 108,198 | $ 345,819 | $ 501,200 | $ 809,614 | $ 1,069,496 | $ 1,214,276 | $ 1,359,933 | $ 1,497,979 | $ 1,662,866 | $ 1,837,459 | $ 2,022,236 | $ 2,217,697 | $ 2,424,363 | $ 2,642,778 | $ 2,873,512 | $ 3,117,160 | $ 3,374,343 | $ 3,645,710 | $ 3,773,317 | $ 3,905,390 | $ 4,042,086 | $ 4,183,566 | $ 4,329,998 | $ 4,481,555 | $ 4,638,417 | $ 4,800,769 | $ 4,968,803 | 72,090,075 | City of Sherman (M&O) |
| Sherman ISD

## ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

**TAXABLE BASE YEAR GROWTH** 3.50%
**DISCOUNT RATE** 6.00%

| ORIGINAL BOUNDARY — REAL PROPERTY TAX | | | |
|---|---|---|---|
| City of Sherman | 0.5080000 | 100% | 0.5080000 |
| Sherman ISD | 1.2365000 | 100% | 1.2365000 |
| Grayson County | 0.3051000 | 100% | 0.3051000 |
| Grayson County College | 0.1459910 | 100% | 0.1459910 |
| Other | 0.0000000 | 100% | 0.0000000 |
| | *2.1955910* | | *2.1955910* |

| ORIGINAL BOUNDARY — BUSINESS PERSONAL PROPERTY TAX | | | |
|---|---|---|---|
| City of Sherman | 0.5080000 | 100% | 0.5080000 |
| Sherman ISD | 1.2365000 | 100% | 1.2365000 |
| Grayson County | 0.3051000 | 100% | 0.3051000 |
| Grayson County College | 0.1459910 | 100% | 0.1459910 |
| Other | 0.0000000 | 100% | 0.0000000 |
| | *2.1955910* | | *2.1955910* |

| ORIGINAL BOUNDARY — SALES TAX | | | |
|---|---|---|---|
| City of Sherman | 0.0100000 | 100% | 0.0100000 |
| In Lieu | 0.0050000 | 100% | 0.0050000 |
| Street | 0.0012500 | 100% | 0.0012500 |
| EDC | 0.0037500 | 100% | 0.0037500 |
| | *0.0200000* | | *0.0200000* |

| EXPANDED BOUNDARY — REAL PROPERTY TAX | | | |
|---|---|---|---|
| City of Sherman | 0.5080000 | 100% | 0.5080000 |
| Sherman ISD | 1.2365000 | 100% | 1.2365000 |
| Grayson County | 0.3051000 | 100% | 0.3051000 |
| Grayson County College | 0.1459910 | 100% | 0.1459910 |
| Other | 0.0000000 | 100% | 0.0000000 |
| | *2.1955910* | | *2.1955910* |

| EXPANDED BOUNDARY — BUSINESS PERSONAL PROPERTY TAX | | | |
|---|---|---|---|
| City of Sherman | 0.5080000 | 100% | 0.5080000 |
| Sherman ISD | 1.2365000 | 100% | 1.2365000 |
| Grayson County | 0.3051000 | 100% | 0.3051000 |
| Grayson County College | 0.1459910 | 100% | 0.1459910 |
| Other | 0.0000000 | 100% | 0.0000000 |
| | *2.1955910* | | *2.1955910* |

| EXPANDED BOUNDARY — SALES TAX | | | |
|---|---|---|---|
| City of Sherman | 0.0100000 | 100% | 0.0100000 |
| In Lieu | 0.0050000 | 100% | 0.0050000 |
| Street | 0.0012500 | 100% | 0.0012500 |
| EDC | 0.0037500 | 100% | 0.0037500 |
| | *0.0200000* | | *0.0200000* |

| TAX BASE YEAR | 2017 | 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 | 32 | 33 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **REVENUE YEAR** | | **2018** | **2019** | **2020** | **2021** | **2022** | **2023** | **2024** | **2025** | **2026** | **2027** | **2028** | **2029** | **2030** | **2031** | **2032** | **2033** | **2034** | **2035** | **2036** | **2037** | **2038** | **2039** | **2040** | **2041** | **2042** | **2043** | **2044** | **2045** | **2046** | **2047** | **2048** | **2049** | **2050** | **TOTALS** | |
| **ORIGINAL BOUNDARY** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **BASE YEAR** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Sherman | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Sherman ISD | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Grayson County | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Grayson County College | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| **TAXABLE VALUE** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Sherman | | 8,505,450 | 19,439,779 | 18,010,954 | 20,615,324 | 21,336,861 | 22,083,651 | 22,856,579 | 23,656,559 | 24,484,538 | 25,341,497 | 26,228,450 | 27,146,445 | 28,096,571 | 29,079,951 | 30,097,749 | 31,151,170 | 32,241,461 | 33,369,913 | 34,537,859 | 35,746,685 | 36,997,819 | 38,292,742 | 39,632,988 | 41,020,143 | 42,455,848 | 43,941,802 | 45,479,765 | 47,071,557 | 48,719,062 | 50,424,229 | 52,189,077 | 54,015,695 | 55,906,244 | |
| Sherman ISD | | 8,505,450 | 19,439,779 | 18,010,954 | 20,615,324 | 21,336,861 | 22,083,651 | 22,856,579 | 23,656,559 | 24,484,538 | 25,341,497 | 26,228,450 | 27,146,445 | 28,096,571 | 29,079,951 | 30,097,749 | 31,151,170 | 32,241,461 | 33,369,913 | 34,537,859 | 35,746,685 | 36,997,819 | 38,292,742 | 39,632,988 | 41,020,143 | 42,455,848 | 43,941,802 | 45,479,765 | 47,071,557 | 48,719,062 | 50,424,229 | 52,189,077 | 54,015,695 | 55,906,244 | |
| Grayson County | | 8,505,450 | 19,439,779 | 18,010,954 | 20,615,324 | 21,336,861 | 22,083,651 | 22,856,579 | 23,656,559 | 24,484,538 | 25,341,497 | 26,228,450 | 27,146,445 | 28,096,571 | 29,079,951 | 30,097,749 | 31,151,170 | 32,241,461 | 33,369,913 | 34,537,859 | 35,746,685 | 36,997,819 | 38,292,742 | 39,632,988 | 41,020,143 | 42,455,848 | 43,941,802 | 45,479,765 | 47,071,557 | 48,719,062 | 50,424,229 | 52,189,077 | 54,015,695 | 55,906,244 | |
| Grayson County College | | 8,505,450 | 19,439,779 | 18,010,954 | 20,615,324 | 21,336,861 | 22,083,651 | 22,856,579 | 23,656,559 | 24,484,538 | 25,341,497 | 26,228,450 | 27,146,445 | 28,096,571 | 29,079,951 | 30,097,749 | 31,151,170 | 32,241,461 | 33,369,913 | 34,537,859 | 35,746,685 | 36,997,819 | 38,292,742 | 39,632,988 | 41,020,143 | 42,455,848 | 43,941,802 | 45,479,765 | 47,071,557 | 48,719,062 | 50,424,229 | 52,189,077 | 54,015,695 | 55,906,244 | |
| Other | | 8,505,450 | 19,439,779 | 18,010,954 | 20,615,324 | 21,336,861 | 22,083,651 | 22,856,579 | 23,656,559 | 24,484,538 | 25,341,497 | 26,228,450 | 27,146,445 | 28,096,571 | 29,079,951 | 30,097,749 | 31,151,170 | 32,241,461 | 33,369,913 | 34,537,859 | 35,746,685 | 36,997,819 | 38,292,742 | 39,632,988 | 41,020,143 | 42,455,848 | 43,941,802 | 45,479,765 | 47,071,557 | 48,719,062 | 50,424,229 | 52,189,077 | 54,015,695 | 55,906,244 | |
| **TAXABLE VALUE INCREMENT** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Sherman | | 8,505,450 | 19,439,779 | 18,010,954 | 20,615,324 | 21,336,861 | 22,083,651 | 22,856,579 | 23,656,559 | 24,484,538 | 25,341,497 | 26,228,450 | 27,146,445 | 28,096,571 | 29,079,951 | 30,097,749 | 31,151,170 | 32,241,461 | 33,369,913 | 34,537,859 | 35,746,685 | 36,997,819 | 38,292,742 | 39,632,988 | 41,020,143 | 42,455,848 | 43,941,802 | 45,479,765 | 47,071,557 | 48,719,062 | 50,424,229 | 52,189,077 | 54,015,695 | 55,906,244 | |
| Sherman ISD | | 8,505,450 | 19,439,779 | 18,010,954 | 20,615,324 | 21,336,861 | 22,083,651 | 22,856,579 | 23,656,559 | 24,484,538 | 25,341,497 | 26,228,450 | 27,146,445 | 28,096,571 | 29,079,951 | 30,097,749 | 31,151,170 | 32,241,461 | 33,369,913 | 34,537,859 | 35,746,685 | 36,997,819 | 38,292,742 | 39,632,988 | 41,020,143 | 42,455,848 | 43,941,802 | 45,479,765 | 47,071,557 | 48,719,062 | 50,424,229 | 52,189,077 | 54,015,695 | 55,906,244 | |
| Grayson County | | 8,505,450 | 19,439,779 | 18,010,954 | 20,615,324 | 21,336,861 | 22,083,651 | 22,856,579 | 23,656,559 | 24,484,538 | 25,341,497 | 26,228,450 | 27,146,445 | 28,096,571 | 29,079,951 | 30,097,749 | 31,151,170 | 32,241,461 | 33,369,913 | 34,537,859 | 35,746,685 | 36,997,819 | 38,292,742 | 39,632,988 | 41,020,143 | 42,455,848 | 43,941,802 | 45,479,765 | 47,071,557 | 48,719,062 | 50,424,229 | 52,189,077 | 54,015,695 | 55,906,244 | |
| Grayson County College | | 8,505,450 | 19,439,779 | 18,010,954 | 20,615,324 | 21,336,861 | 22,083,651 | 22,856,579 | 23,656,559 | 24,484,538 | 25,341,497 | 26,228,450 | 27,146,445 | 28,096,571 | 29,079,951 | 30,097,749 | 31,151,170 | 32,241,461 | 33,369,913 | 34,537,859 | 35,746,685 | 36,997,819 | 38,292,742 | 39,632,988 | 41,020,143 | 42,455,848 | 43,941,802 | 45,479,765 | 47,071,557 | 48,719,062 | 50,424,229 | 52,189,077 | 54,015,695 | 55,906,244 | |
| Other | | 8,505,450 | 19,439,779 | 18,010,954 | 20,615,324 | 21,336,861 | 22,083,651 | 22,856,579 | 23,656,559 | 24,484,538 | 25,341,497 | 26,228,450 | 27,146,445 | 28,096,571 | 29,079,951 | 30,097,749 | 31,151,170 | 32,241,461 | 33,369,913 | 34,537,859 | 35,746,685 | 36,997,819 | 38,292,742 | 39,632,988 | 41,020,143 | 42,455,848 | 43,941,802 | 45,479,765 | 47,071,557 | 48,719,062 | 50,424,229 | 52,189,077 | 54,015,695 | 55,906,244 | |
| **REVENUE A** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TAXABLE VALUE GROWTH | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Sherman | | 43,208 | 98,754 | 91,496 | 104,726 | 108,391 | 112,185 | 116,111 | 120,175 | 124,381 | 128,735 | 133,241 | 137,904 | 142,731 | 147,726 | 152,897 | 158,248 | 163,787 | 169,519 | 175,452 | 181,593 | 187,949 | 194,527 | 201,336 | 208,382 | 215,676 | 223,224 | 231,037 | 239,124 | 247,493 | 256,155 | 265,121 | 274,400 | 284,004 | 5,639,686 | City of Sherman |
| Sherman ISD | | 105,170 | 240,373 | 222,705 | 254,908 | 263,830 | 273,064 | 282,622 | 292,513 | 302,751 | 313,348 | 324,315 | 335,666 | 347,414 | 359,574 | 372,159 | 385,184 | 398,666 | 412,619 | 427,061 | 442,008 | 457,478 | 473,490 | 490,062 | 507,214 | 524,967 | 543,340 | 562,357 | 582,040 | 602,411 | 623,496 | 645,318 | 667,904 | 691,281 | 13,727,307 | Sherman ISD |
| Grayson County | | 25,950 | 59,311 | 54,951 | 62,897 | 65,099 | 67,377 | 69,735 | 72,176 | 74,702 | 77,317 | 80,023 | 82,824 | 85,723 | 88,723 | 91,828 | 95,042 | 98,369 | 101,812 | 105,375 | 109,063 | 112,880 | 116,831 | 120,920 | 125,152 | 129,533 | 134,066 | 138,759 | 143,615 | 148,642 | 153,844 | 159,229 | 164,802 | 170,570 | 3,387,142 | Grayson County |
| Grayson County College | | 12,417 | 28,380 | 26,294 | 30,097 | 31,150 | 32,240 | 33,369 | 34,536 | 35,745 | 36,996 | 38,291 | 39,631 | 41,018 | 42,454 | 43,940 | 45,478 | 47,070 | 48,717 | 50,422 | 52,187 | 54,013 | 55,904 | 57,861 | 59,886 | 61,982 | 64,151 | 66,396 | 68,720 | 71,125 | 73,615 | 76,191 | 78,858 | 81,618 | 1,620,755 | Grayson County College |
| Other | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Other |
| | | **186,745** | **426,818** | **395,447** | **452,628** | **468,470** | **484,867** | **501,837** | **519,401** | **537,580** | **556,396** | **575,869** | **596,025** | **616,886** | **638,477** | **660,823** | **683,952** | **707,891** | **732,667** | **758,310** | **784,851** | **812,321** | **840,752** | **870,178** | **900,635** | **932,157** | **964,782** | **998,550** | **1,033,499** | **1,069,671** | **1,107,110** | **1,145,859** | **1,185,964** | **1,227,472** | **24,374,890** | |

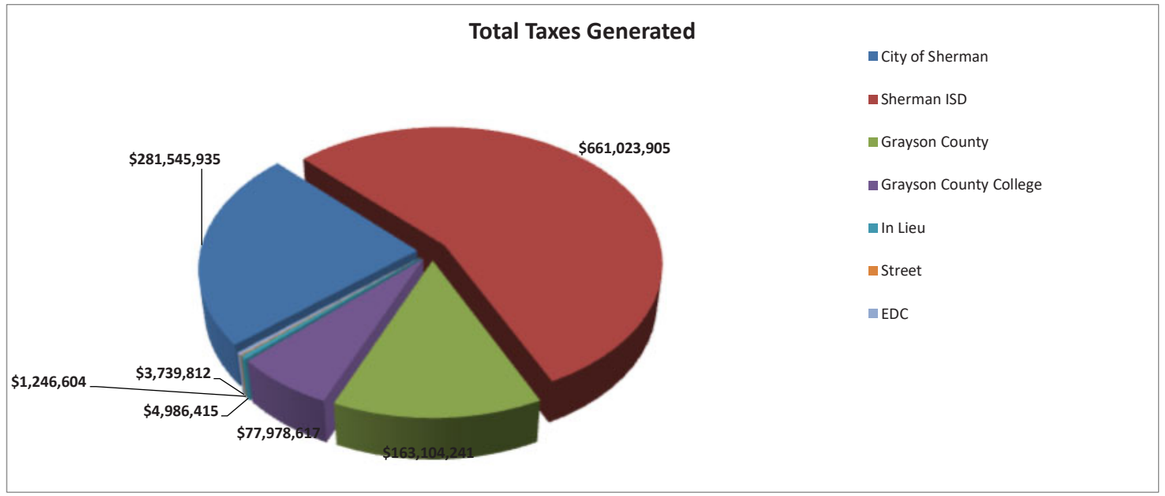
| TAX BASE YEAR | 2017 | | 2018 | 2019 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **REVENUE YEAR** | | | | | **2020** | **2021** | **2022** | **2023** | **2024** | **2025** | **2026** | **2027** | **2028** | **2029** | **2030** | **2031** | **2032** | **2033** | **2034** | **2035** | **2036** | **2037** | **2038** | **2039** | **2040** | **2041** | **2042** | **2043** | **2044** | **2045** | **2046** | **2047** | **2048** | **2049** | **2050** | **TOTALS** | |
| **EXPANDED BOUNDARY** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **BASE YEAR** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Sherman | | | | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | |
| Sherman ISD | | | | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | |
| Grayson County | | | | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | |
| Grayson County College | | | | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | |
| Other | | | | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | 103,429 | |
| **TAXABLE VALUE** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Sherman | | | | | 105,206 | 127,229 | 3,586,297 | 31,606,473 | 32,712,700 | 33,857,644 | 35,042,662 | 36,269,155 | 37,538,575 | 38,852,425 | 40,212,260 | 41,619,689 | 43,076,378 | 44,584,052 | 46,144,493 | 47,759,551 | 49,431,135 | 51,161,225 | 52,951,868 | 54,805,183 | 56,723,364 | 58,708,682 | 60,763,486 | 62,890,208 | 65,091,365 | 67,369,563 | 69,727,498 | 72,167,960 | 74,693,839 | 77,308,123 | 80,013,907 | |
| Sherman ISD | | | | | 105,206 | 127,229 | 3,586,297 | 31,606,473 | 32,712,700 | 33,857,644 | 35,042,662 | 36,269,155 | 37,538,575 | 38,852,425 | 40,212,260 | 41,619,689 | 43,076,378 | 44,584,052 | 46,144,493 | 47,759,551 | 49,431,135 | 51,161,225 | 52,951,868 | 54,805,183 | 56,723,364 | 58,708,682 | 60,763,486 | 62,890,208 | 65,091,365 | 67,369,563 | 69,727,498 | 72,167,960 | 74,693,839 | 77,308,123 | 80,013,907 | |
| Grayson County | | | | | 105,206 | 127,229 | 3,586,297 | 31,606,473 | 32,712,700 | 33,857,644 | 35,042,662 | 36,269,155 | 37,538,575 | 38,852,425 | 40,212,260 | 41,619,689 | 43,076,378 | 44,584,052 | 46,144,493 | 47,759,551 | 49,431,135 | 51,161,225 | 52,951,868 | 54,805,183 | 56,723,364 | 58,708,682 | 60,763,486 | 62,890,208 | 65,091,365 | 67,369,563 | 69,727,498 | 72,167,960 | 74,693,839 | 77,308,123 | 80,013,907 | |
| Grayson County College | | | | | 105,206 | 127,229 | 3,586,297 | 30,613,439 | 31,684,909 | 32,793,881 | 33,941,667 | 35,129,625 | 36,359,162 | 37,631,733 | 38,948,844 | 40,312,053 | 41,722,975 | 43,183,279 | 44,694,694 | 46,259,008 | 47,878,073 | 49,553,806 | 51,288,189 | 53,083,276 | 54,941,191 | 56,864,132 | 58,854,377 | 60,914,280 | 63,046,280 | 65,252,900 | 67,536,751 | 69,900,537 | 72,347,056 | 74,879,203 | 77,499,975 | |
| Other | | | | | 105,206 | 127,229 | 3,586,297 | 31,606,473 | 32,712,700 | 33,857,644 | 35,042,662 | 36,269,155 | 37,538,575 | 38,852,425 | 40,212,260 | 41,619,689 | 43,076,378 | 44,584,052 | 46,144,493 | 47,759,551 | 49,431,135 | 51,161,225 | 52,951,868 | 54,805,183 | 56,723,364 | 58,708,682 | 60,763,486 | 62,890,208 | 65,091,365 | 67,369,563 | 69,727,498 | 72,167,960 | 74,693,839 | 77,308,123 | 80,013,907 | |
| **TAXABLE VALUE INCREMENT** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Sherman | | | | | 1,777 | 23,800 | 3,482,868 | 31,503,044 | 32,609,271 | 33,754,215 | 34,939,233 | 36,165,726 | 37,435,146 | 38,748,996 | 40,108,831 | 41,516,260 | 42,972,949 | 44,480,623 | 46,041,064 | 47,656,122 | 49,327,706 | 51,057,796 | 52,848,439 | 54,701,754 | 56,619,935 | 58,605,253 | 60,660,057 | 62,786,779 | 64,987,936 | 67,266,134 | 69,624,069 | 72,064,531 | 74,590,410 | 77,204,694 | 79,910,478 | |
| Sherman ISD | | | | | 1,777 | 23,800 | 3,482,868 | 31,503,044 | 32,609,271 | 33,754,215 | 34,939,233 | 36,165,726 | 37,435,146 | 38,748,996 | 40,108,831 | 41,516,260 | 42,972,949 | 44,480,623 | 46,041,064 | 47,656,122 | 49,327,706 | 51,057,796 | 52,848,439 | 54,701,754 | 56,619,935 | 58,605,253 | 60,660,057 | 62,786,779 | 64,987,936 | 67,266,134 | 69,624,069 | 72,064,531 | 74,590,410 | 77,204,694 | 79,910,478 | |
| Grayson County | | | | | 1,777 | 23,800 | 3,482,868 | 31,503,044 | 32,609,271 | 33,754,215 | 34,939,233 | 36,165,726 | 37,435,146 | 38,748,996 | 40,108,831 | 41,516,260 | 42,972,949 | 44,480,623 | 46,041,064 | 47,656,122 | 49,327,706 | 51,057,796 | 52,848,439 | 54,701,754 | 56,619,935 | 58,605,253 | 60,660,057 | 62,786,779 | 64,987,936 | 67,266,134 | 69,624,069 | 72,064,531 | 74,590,410 | 77,204,694 | 79,910,478 | |
| Grayson County College | | | | | 1,777 | 23,800 | 3,482,868 | 30,510,010 | 31,581,480 | 32,690,452 | 33,838,238 | 35,026,196 | 36,255,733 | 37,528,304 | 38,845,415 | 40,208,624 | 41,619,546 | 43,079,850 | 44,591,265 | 46,155,579 | 47,774,644 | 49,450,377 | 51,184,760 | 52,979,847 | 54,837,762 | 56,760,703 | 58,750,948 | 60,810,851 | 62,942,851 | 65,149,471 | 67,433,322 | 69,797,108 | 72,243,627 | 74,775,774 | 77,396,546 | |
| Other | | | | | 1,777 | 23,800 | 3,482,868 | 31,503,044 | 32,609,271 | 33,754,215 | 34,939,233 | 36,165,726 | 37,435,146 | 38,748,996 | 40,108,831 | 41,516,260 | 42,972,949 | 44,480,623 | 46,041,064 | 47,656,122 | 49,327,706 | 51,057,796 | 52,848,439 | 54,701,754 | 56,619,935 | 58,605,253 | 60,660,057 | 62,786,779 | 64,987,936 | 67,266,134 | 69,624,069 | 72,064,531 | 74,590,410 | 77,204,694 | 79,910,478 | |
| **REVENUE B** | | | **2018** | **2019** | **2020** | **2021** | **2022** | **2023** | **2024** | **2025** | **2026** | **2027** | **2028** | **2029** | **2030** | **2031** | **2032** | **2033** | **2034** | **2035** | **2036** | **2037** | **2038** | **2039** | **2040** | **2041** | **2042** | **2043** | **2044** | **2045** | **2046** | **2047** | **2048** | **2049** | **2050** | | |
| TAXABLE VALUE GROWTH | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| City of Sherman | | | 0 | 0 | 9 | 121 | 17,693 | 160,035 | 165,655 | 171,471 | 177,491 | 183,722 | 190,171 | 196,845 | 203,753 | 210,903 | 218,303 | 225,962 | 233,889 | 242,093 | 250,585 | 259,374 | 268,470 | 277,885 | 287,629 | 297,715 | 308,153 | 318,957 | 330,139 | 341,712 | 353,690 | 366,088 | 378,919 | 392,200 | 405,945 | 7,435,575 | City of Sherman |
| Sherman ISD | | | 0 | 0 | 22 | 294 | 43,066 | 389,535 | 403,214 | 417,371 | 432,024 | 447,189 | 462,886 | 479,131 | 495,946 | 513,349 | 531,361 | 550,003 | 569,298 | 589,268 | 609,937 | 631,330 | 653,471 | 676,387 | 700,106 | 724,654 | 750,062 | 776,359 | 803,576 | 831,746 | 860,902 | 891,078 | 922,310 | 954,636 | 988,093 | 18,098,600 | Sherman ISD |
| Grayson County | | | 0 | 0 | 5 | 73 | 10,626 | 96,116 | 99,491 | 102,984 | 106,600 | 110,342 | 114,215 | 118,223 | 122,372 | 126,666 | 131,110 | 135,710 | 140,471 | 145,399 | 150,499 | 155,777 | 161,241 | 166,895 | 172,747 | 178,805 | 185,074 | 191,562 | 198,278 | 205,229 | 212,423 | 219,869 | 227,575 | 235,552 | 243,807 | 4,465,736 | Grayson County |
| Grayson County College | | | 0 | 0 | 3 | 35 | 5,085 | 44,542 | 46,106 | 47,725 | 49,401 | 51,135 | 52,930 | 54,788 | 56,711 | 58,701 | 60,761 | 62,893 | 65,099 | 67,383 | 69,747 | 72,193 | 74,725 | 77,346 | 80,058 | 82,866 | 85,771 | 88,778 | 91,891 | 95,112 | 98,447 | 101,897 | 105,469 | 109,166 | 112,992 | 2,069,755 | Grayson County College |
| Other | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Other |
| | | | | | **39** | **523** | **76,470** | **690,228** | **714,466** | **739,552** | **765,515** | **792,388** | **820,201** | **848,987** | **878,781** | **909,618** | **941,534** | **974,568** | **1,008,757** | **1,044,143** | **1,080,767** | **1,118,674** | **1,157,907** | **1,198,513** | **1,240,540** | **1,284,039** | **1,329,060** | **1,375,656** | **1,423,884** | **1,473,799** | **1,525,461** | **1,578,932** | **1,634,274** | **1,691,553** | **1,750,837** | **32,069,666** | |

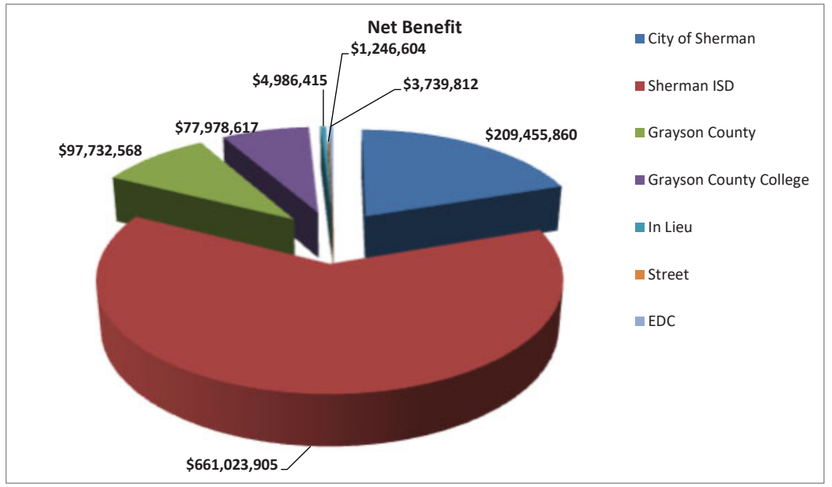
| REVENUE 1 - 7A (EXPANDED) | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 2039 | 2040 | 2041 | 2042 | 2043 | 2044 | 2045 | 2046 | 2047 | 2048 | 2049 | 2050 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| REAL PROPERTY TAX | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 177,295,500 | 292,132,699 | 522,900,842 | 716,762,604 | 823,238,824 | 930,263,553 | 1,031,398,630 | 1,152,760,967 | 1,281,355,205 | 1,417,538,907 | 1,561,685,807 | 1,714,186,506 | 1,875,449,189 | 2,045,900,381 | 2,225,985,731 | 2,416,170,828 | 2,616,942,049 | 2,708,535,020 | 2,803,333,746 | 2,901,450,427 | 3,003,001,192 | 3,108,106,234 | 3,216,889,952 | 3,329,481,100 | 3,446,012,939 | 3,566,623,392 | | |
| BUSINESS PERSONAL PROPERTY | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| City of Sherman | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 900,661 | 1,484,034 | 2,656,336 | 3,641,154 | 4,182,053 | 4,725,739 | 5,239,505 | 5,856,026 | 6,509,284 | 7,201,098 | 7,933,364 | 8,708,067 | 9,527,282 | 10,393,174 | 11,308,008 | 12,274,148 | 13,294,066 | 13,759,358 | 14,240,935 | 14,739,368 | 15,255,246 | 15,789,180 | 16,341,801 | 16,913,764 | 17,505,746 | 18,118,447 | 258,497,843 | City of Sherman |
| Sherman ISD | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2,192,259 | 3,612,221 | 6,465,669 | 8,862,770 | 10,179,348 | 11,502,709 | 12,753,244 | 14,253,889 | 15,843,957 | 17,527,869 | 19,310,245 | 21,195,916 | 23,189,929 | 25,297,558 | 27,524,314 | 29,875,952 | 32,358,488 | 33,491,036 | 34,663,222 | 35,876,435 | 37,132,110 | 38,431,734 | 39,776,844 | 41,169,034 | 42,609,950 | 44,101,298 | 629,197,998 | Sherman ISD |
| Grayson County | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 540,929 | 891,297 | 1,595,370 | 2,186,843 | 2,511,702 | 2,838,234 | 3,146,797 | 3,517,074 | 3,909,415 | 4,324,911 | 4,764,703 | 5,229,983 | 5,721,995 | 6,242,042 | 6,791,482 | 7,371,737 | 7,984,290 | 8,263,740 | 8,552,971 | 8,852,325 | 9,162,157 | 9,482,832 | 9,814,731 | 10,158,247 | 10,513,785 | 10,881,768 | 155,251,362 | Grayson County |
| Grayson County College | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 258,835 | 426,487 | 763,388 | 1,046,409 | 1,201,855 | 1,358,101 | 1,505,749 | 1,682,927 | 1,870,663 | 2,069,479 | 2,279,921 | 2,502,558 | 2,737,987 | 2,986,830 | 3,249,739 | 3,527,392 | 3,820,500 | 3,954,217 | 4,092,615 | 4,235,856 | 4,384,111 | 4,537,555 | 4,696,370 | 4,860,743 | 5,030,869 | 5,206,949 | 74,288,108 | Grayson County College |
| Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Other |
| | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **3,892,684** | **6,414,039** | **11,480,764** | **15,737,175** | **18,074,958** | **20,424,783** | **22,645,295** | **25,309,916** | **28,133,320** | **31,123,357** | **34,288,233** | **37,636,525** | **41,177,194** | **44,919,605** | **48,873,542** | **53,049,229** | **57,457,344** | **59,468,351** | **61,549,743** | **63,703,984** | **65,933,624** | **68,241,301** | **70,629,746** | **73,101,787** | **75,660,350** | **78,308,462** | **1,117,235,311** | |

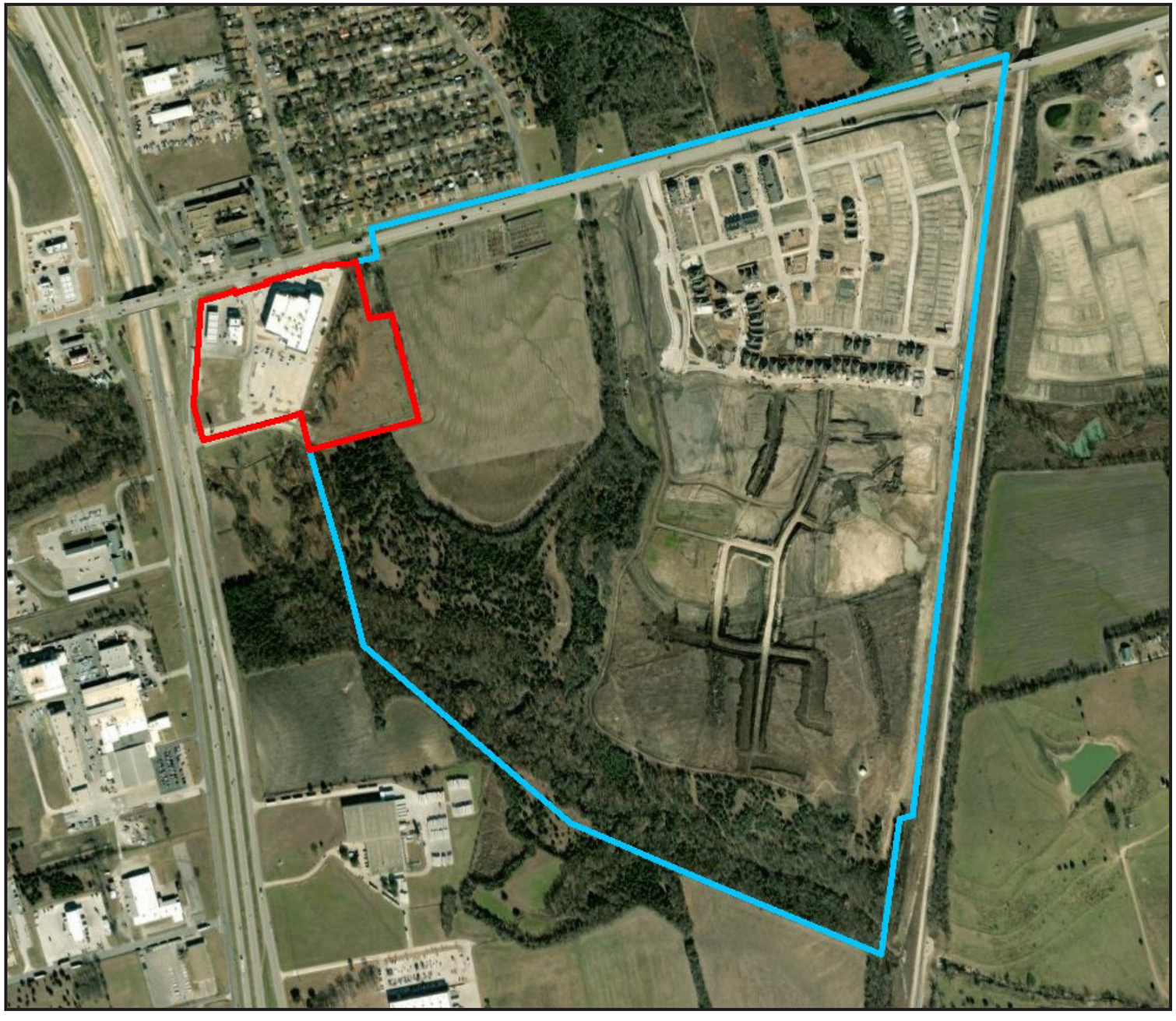
| REVENUE 2 - SALES | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 2039 | 2040 | 2041 | 2042 | 2043 | 2044 | 2045 | 2046 | 2047 | 2048 | 2049 | 2050 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| SALES | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9,232,904 | 19,112,110 | 29,971,264 | 31,020,258 | 32,105,967 | 33,229,676 | 34,392,715 | 35,596,460 | 36,842,336 | 38,131,818 | 39,466,431 | 40,847,756 | 42,277,428 | 43,757,138 | 45,288,638 | 46,873,740 | 48,514,321 | 50,212,322 | 51,969,753 | 53,788,695 | 55,671,299 | 57,619,794 | 59,636,487 | 61,723,764 | | |
| City of Sherman | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 92,329 | 191,121 | 299,713 | 310,203 | 321,060 | 332,297 | 343,927 | 355,965 | 368,423 | 381,318 | 394,664 | 408,478 | 422,774 | 437,571 | 452,886 | 468,737 | 485,143 | 502,123 | 519,698 | 537,887 | 556,713 | 576,198 | 596,365 | 617,238 | 9,972,831 | City of Sherman |
| In Lieu | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 46,165 | 95,561 | 149,856 | 155,101 | 160,530 | 166,148 | 171,964 | 177,982 | 184,212 | 190,659 | 197,332 | 204,239 | 211,387 | 218,786 | 226,443 | 234,369 | 242,572 | 251,062 | 259,849 | 268,943 | 278,356 | 288,099 | 298,182 | 308,619 | 4,986,415 | In Lieu |
| Street | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11,541 | 23,890 | 37,464 | 38,775 | 40,132 | 41,537 | 42,991 | 44,496 | 46,053 | 47,665 | 49,333 | 51,060 | 52,847 | 54,696 | 56,611 | 58,592 | 60,643 | 62,765 | 64,962 | 67,236 | 69,589 | 72,025 | 74,546 | 77,155 | 1,246,604 | Street |
| EDC | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 34,623 | 71,670 | 112,392 | 116,326 | 120,397 | 124,611 | 128,973 | 133,487 | 138,159 | 142,994 | 147,999 | 153,179 | 158,540 | 164,089 | 169,832 | 175,777 | 181,929 | 188,296 | 194,887 | 201,708 | 208,767 | 216,074 | 223,637 | 231,464 | 3,739,812 | EDC |
| | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **184,658** | **382,242** | **599,425** | **620,405** | **642,119** | **664,594** | **687,854** | **711,929** | **736,847** | **762,636** | **789,329** | **816,955** | **845,549** | **875,143** | **905,773** | **937,475** | **970,

**Revenue Summary**

| Taxing Jurisdictions | Total Taxes Generated | TIRZ Participation | Net Benefit |
|---|---|---|---|
| City of Sherman | $281,545,935 | $72,090,075 | $209,455,860 |
| Sherman ISD | $661,023,905 | $0 | $661,023,905 |
| Grayson County | $163,104,241 | $65,371,673 | $97,732,568 |
| Grayson County College | $77,978,617 | $0 | $77,978,617 |
| In Lieu | $4,986,415 | $0 | $4,986,415 |
| Street | $1,246,604 | $0 | $1,246,604 |
| EDC | $3,739,812 | $0 | $3,739,812 |
| **Total** | **$1,193,625,529** | **$137,461,748** | **$1,056,163,780** |





- TIRZ #7 - Original  Boundary
- TIRZ #7A - Expanded Boundary

**Length of TIRZ #7 in Years:**

The TIRZ is scheduled to end on December 31, 2050 (with the final year's tax increment to be collected by September 1, 2051).

**Powers and Duties of Board of Directors:**

The City Council does not delegate or grant any of its powers or authority to the Board of Directors.

The Board shall not be authorized to:

issue bonds;

impose taxes or fees;

exercise the power of eminent domain; or

give final approval to the Zone's project and financing plan.

# SHERMAN CITY COUNCIL
## Agenda Communication Form

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

**Meeting Date:** 5/20/2024

**Prepared By:** Rob Rae, Developmental Services Director

**Approved By:** Robby Hefton, City Manager

**Caption:**

**INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6718**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land being in Block 1, Lots 27, 28, 29 and 30 of HM Sumners 2nd Addition, City Of Sherman, Grayson County, Texas, Located At 923 East Jones Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-5 (Single Family Residential) District Zoning Classification, Jose Tobar (Owner), Diego Tobar (Representative) and Preston Trail Land Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

**Issue:**

Consideration of a Zone Change for 923 East Jones Street from an R-6 (Single Family Residential) District to R-5 (Single Family Residential) District.

**Background:**

The property is located at 923 East Jones Street between South Willow Street and South Vaden Street. The owner is requesting a Zone Change from an R-6 (Single Family Residential) District to R-5 (Single Family Residential) District.

The following has been approved for this location:

- 6/16/2020 – Variance to allow two lots with 50’ lot widths in lieu of the required 60’ in an R-1 (One Family Residential) District.

**Origination:**

Jose Tobar (Owner)
Diego Tobar (Representative)
Preston Trail Land Surveying (Surveyor)

**Financial Consideration:**

None

**Staff Recommendation:**

At the April 16, 2024 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

**Alternatives:**

The City Council could deny the request.

---

**Attachments:**

1. Ordinance No. 6718
2. Location Map
3. Zoning Map
4. Future Landuse Map
5. Property Notification Sign
6. Narrative
7. Survey
8. Elevation

**ORDINANCE NO. 6718**

**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 IN BLOCK 1, LOTS 27, 28, 29 AND 30 OF HM SUMNERS 2ND ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 923 EAST JONES STREET, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-5 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, JOSE TOBAR (OWNER), DIEGO TOBAR (REPRESENTATIVE) AND PRESTON TRAIL LAND SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW**

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

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

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

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

**SECTION 1.** That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 923 East Jones Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-5 (Single Family Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

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

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

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

**SECTION 5.** That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 6.** That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

**SECTION 7.** That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

**SECTION 8.** That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

**INTRODUCED** on this the 20th day of May 2024.

**ADOPTED on** this the 20th day of May 2024.

**EFFECTIVE DATE** on this the 20th day of May 2024.

**CITY OF SHERMAN, TEXAS**

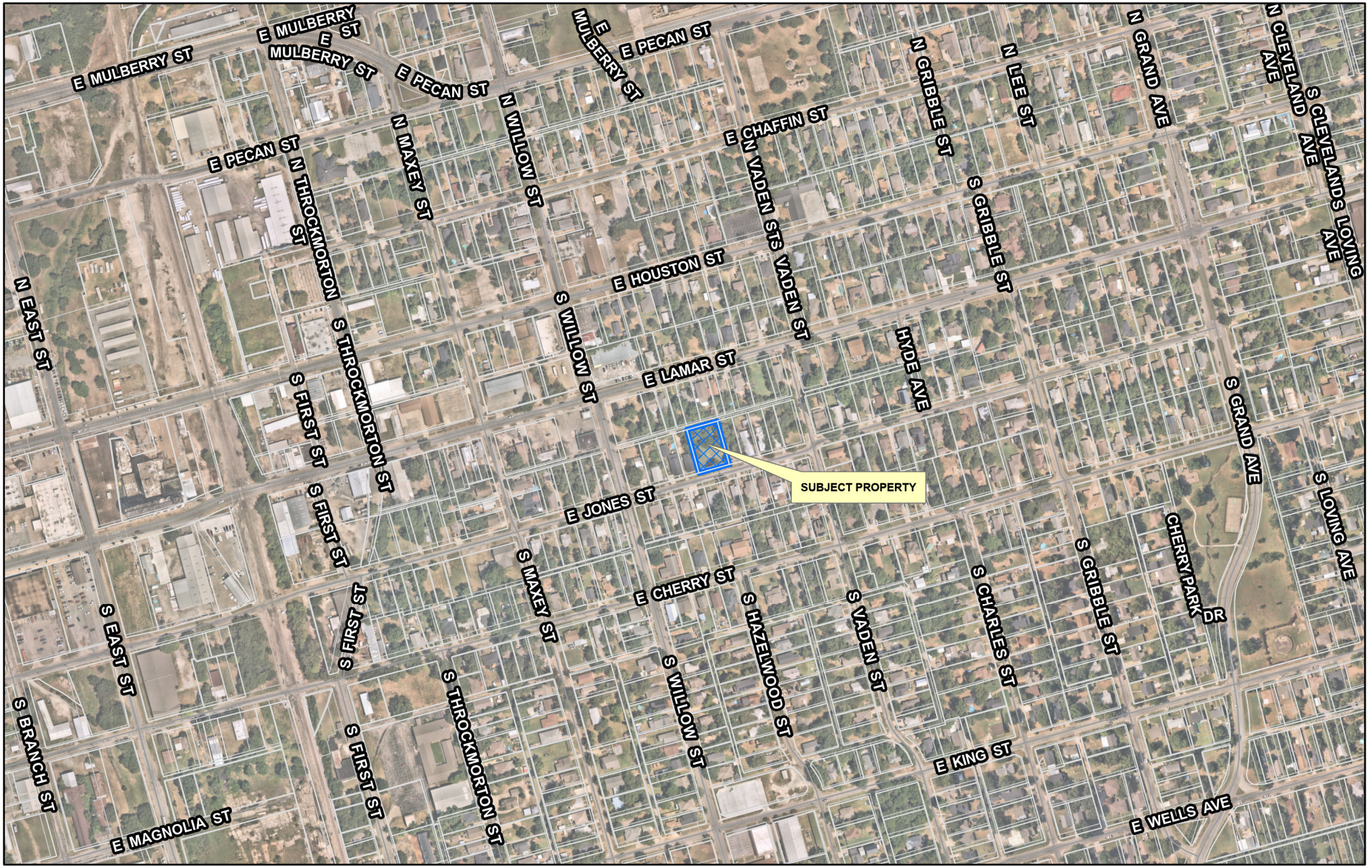
**BY:** _____
**DAVID PLYLER, MAYOR**

**ATTEST:**

**BY:** _____
**LINDA ASHBY, CITY CLERK**

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

**BY:** _____
**RYAN D. PITTMAN, CITY ATTORNEY**




dlagrone H:\PLANNING\Public Notification KT.aprx

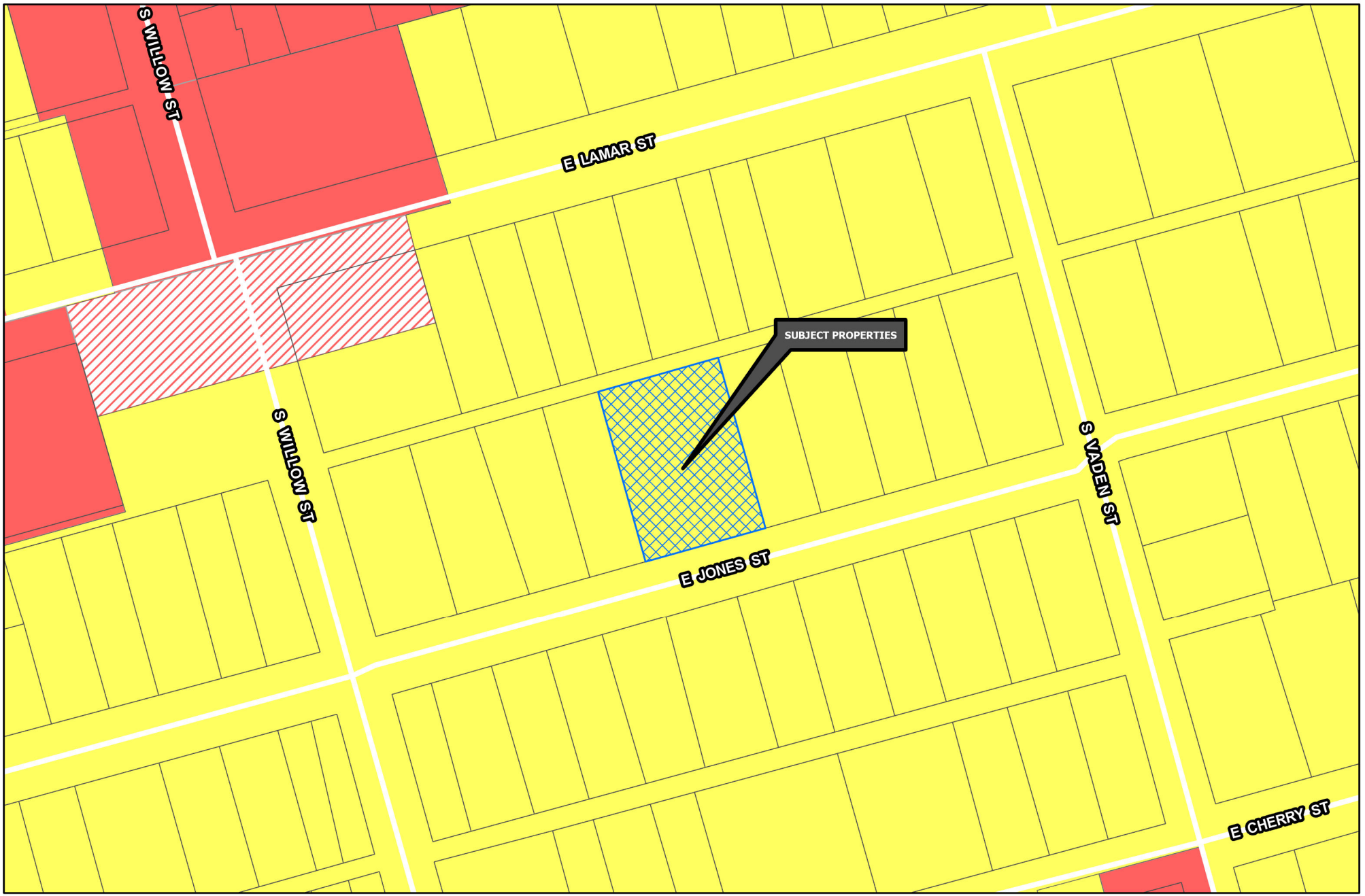
Sherman
CLASSIC TOWN. BROAD HORIZON.

*City of Sherman, Texas*
*Development Services Department*

# CITY OF SHERMAN
# LOCATION MAP
# 923 E JONES ST

N
W E
S

Date: 3/27/2024 9:40 AM




Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

Road Names All

Planning & Zoning

CITY OF SHERMAN
ZONING MAP
923 E JONES ST

N
W E
S

Date: 9/27/2019 9:40:01 AM




## CORE NEIGHBORHOOD

**Intent & Character**

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

**Appropriate Land Use Types**

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

**Compatible Zoning Districts**

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

**Considerations**

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
923 E JONES ST

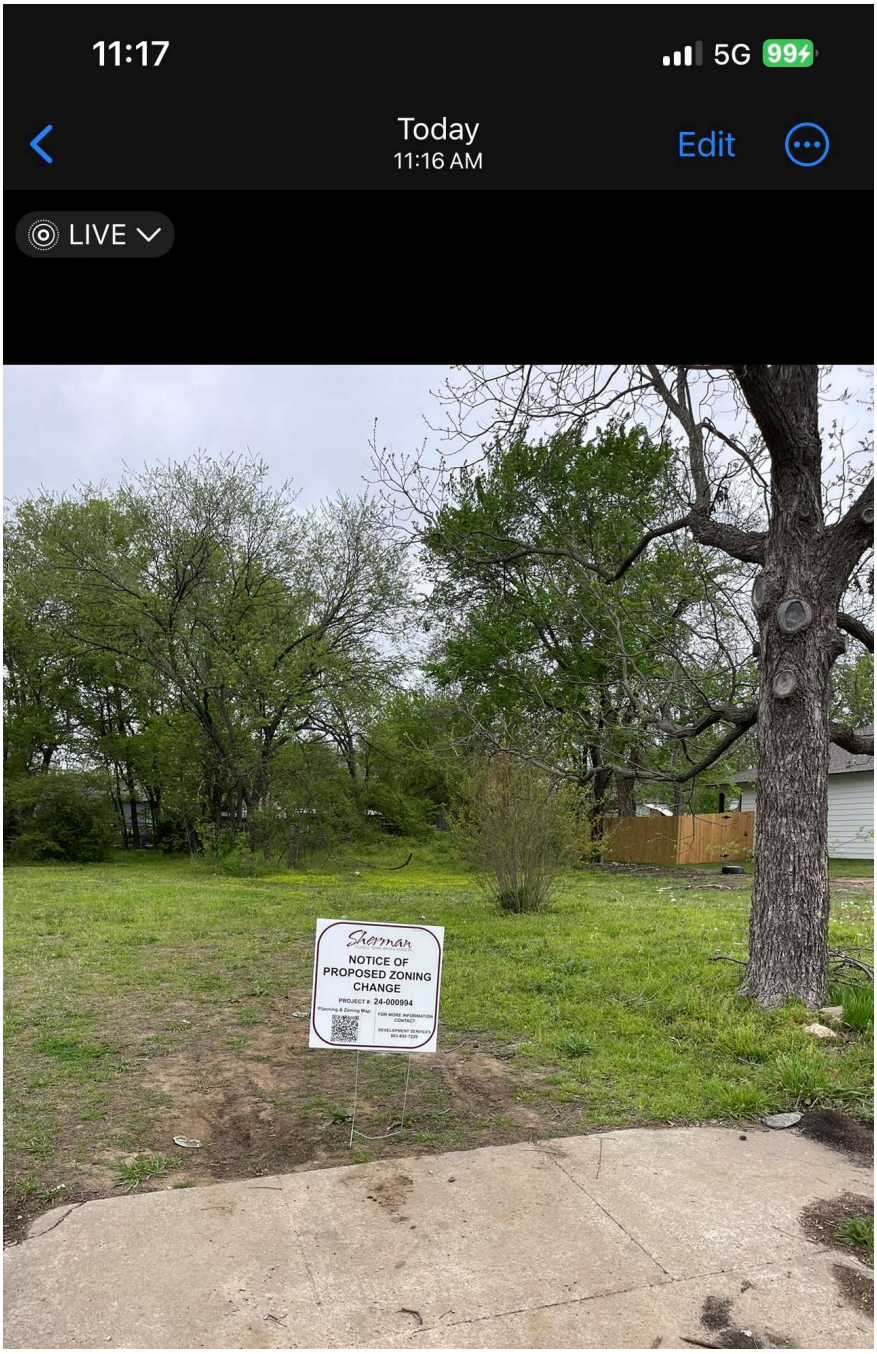
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Date: 3/27/2024 8:40 AM

## Marlow, Lauren

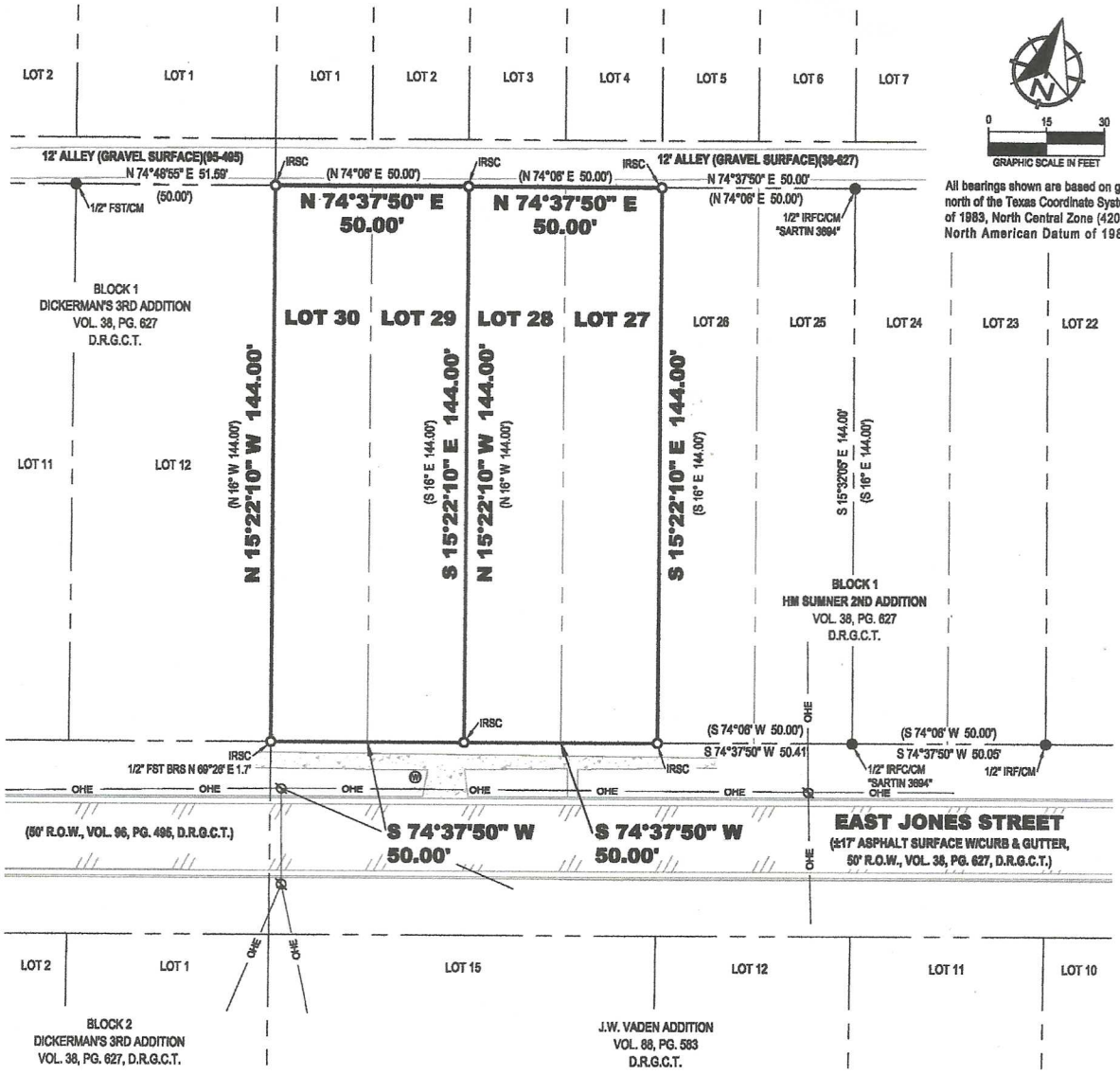
**From:** Planning
**To:** Diego Tobar
**Subject:** RE: Zoning change application

**From:** Diego Tobar
**Sent:** Tuesday, April 2, 2024 11:23 AM
**To:** Planning
**Subject:** Zoning change application



# Zone change narrative

The land will be used to build more houses for the city of sherman, to help our city grow and thrive. The project will be to build 2 single family homes




**LAND DESCRIPTION:**

BEING in Block 1, Lots 27, 28, 29 & 30 of HM Sumners 2nd Addition, according to the plat thereof recorded in Volume 88, Page 627, Deed Records of Grayson County, Texas.

**GENERAL NOTES:**

1. This survey was completed without the benefit of a title commitment. Easements and/or other matters of record may affect the surveyed property. The Surveyor did not perform an Abstract of Title.
2. Not all improvements shown.

**FLOOD STATEMENT:**

I have examined the F.E.M.A. Flood Insurance Rate Map for the City of Sherman, Grayson County, Texas, Community Number 485509, effective date 09/29/2010 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood" as shown on Panel 0290 F of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

Certify to: Tobar's Properties, LLC;

I, Chris R. Noah, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this survey has been prepared from an actual on-the-ground survey of the premises depicted hereon and described in the land description attached hereto, conducted under my direction and supervision on 12/23/2019, and there are no discrepancies, conflicts, shortages in area or boundary line conflicts, or any intrusions of visible improvements from adjoining tracts, or protrusions of visible improvements onto adjoining tracts, to the best of my knowledge and belief, except as shown. I further certify that this survey meets or exceeds the minimum standards established by the Texas Board of Professional Land Surveying.

Chris R. Noah, R.P.L.S. No. 6585

STATE OF TEXAS
REGISTERED
CHRIS R. NOAH
6585
PROFESSIONAL
LAND SURVEYOR

## LEGEND

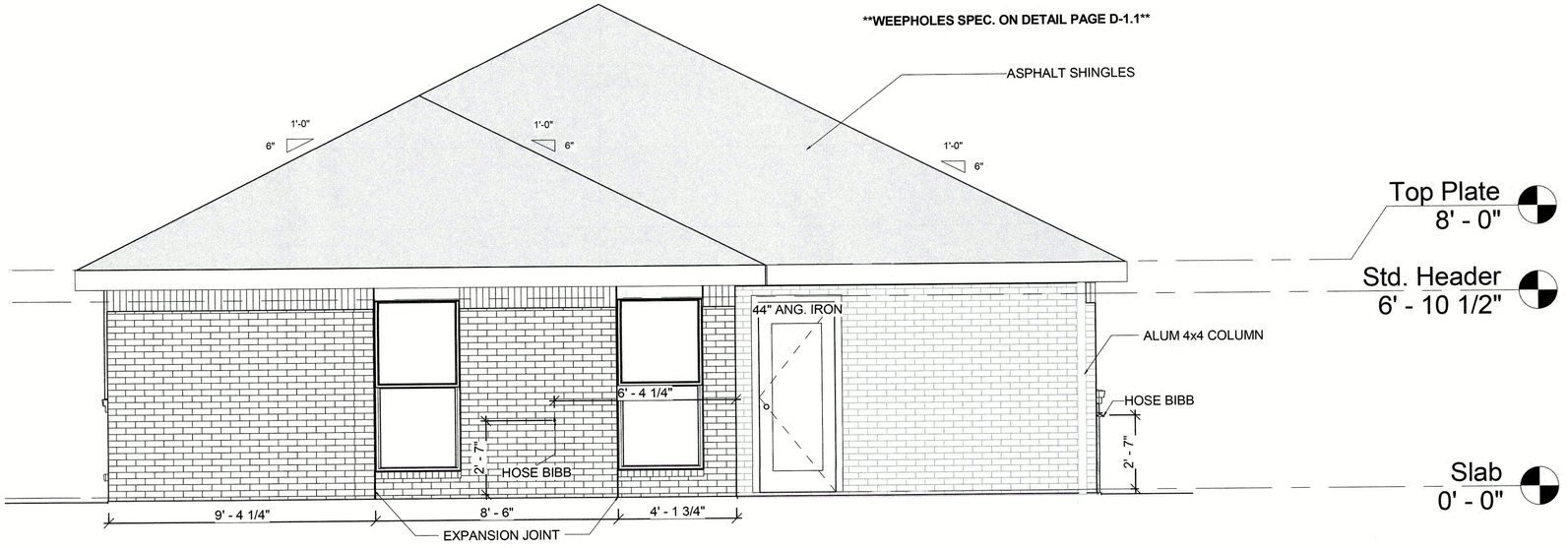
| | |
|---|---|
| ● | FOUND MONUMENT |
| ○ | SET MONUMENT |
| IRSC | 1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET |
| IRF | IRON ROD FOUND |
| IRFC | IRON ROD FOUND W/PLASTIC CAP |
| FST | FOUND SQUARE TUBE |
| BRS | BEARS |
| CM | CONTROLLING MONUMENT |
| ( ) | DEED OR PLAT CALL |
| R.O.W. | RIGHT-OF-WAY |
| D.R.G.C.T. | DEED RECORDS, GRAYSON COUNTY, TEXAS |
| VOL., PG. | VOLUME, PAGE |
| | UTILITY/POWER POLE |
| Ⓜ | WATER METER |
| | BOUNDARY LINE |
| | ADJOINER LINE |
| | ASPHALT |
| OHE | OVERHEAD ELECTRIC/UTILITY |

# TITLE SURVEY
## HM SUMNER 2ND ADDITION
## BLOCK 1, LOTS 27, 28, 29 & 30
## 923 East Jones Street, Sherman
## Grayson County, Texas

Preston Trail LAND SURVEYING
83493 N. State Hwy 289, Suite 5
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

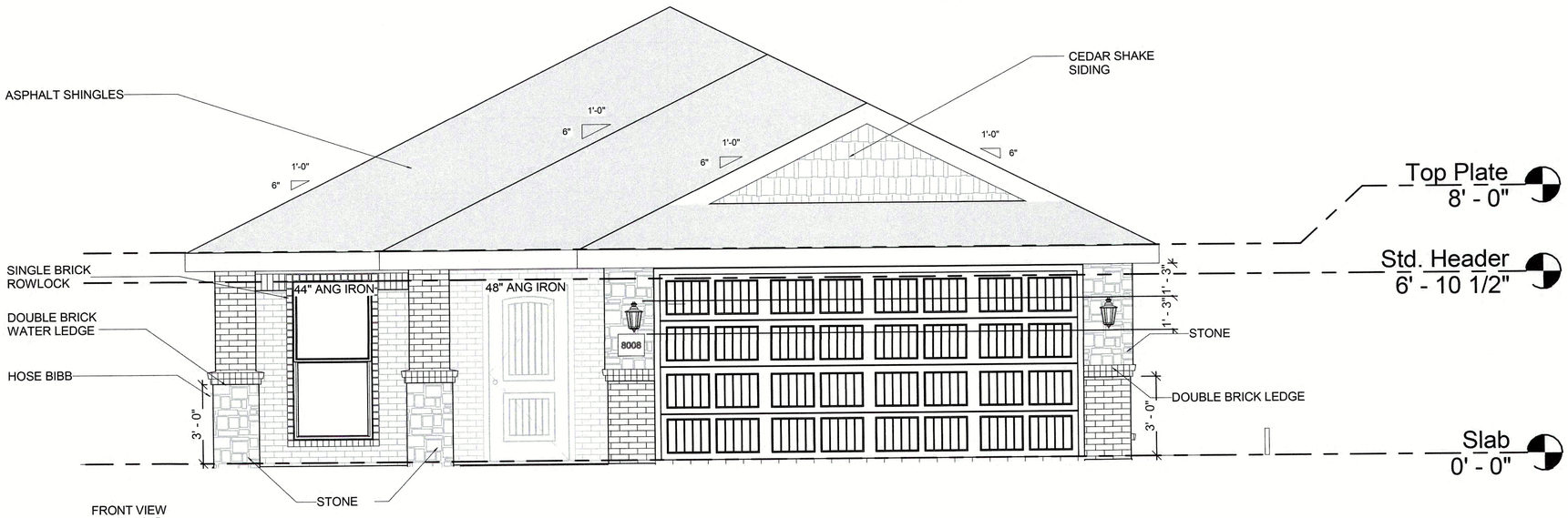
| TBPLS Firm No. 10194175 | Drawn by: BNH<br>Checked by: CRN | Scale: 1"=30'<br>Date: 01/02/2020 | Project No. 19-0576<br>Sheet No. 1 of 1 |
|---|---|---|---|

**WEEPHOLES SPEC. ON DETAIL PAGE D-1.1**




REAR VIEW
3/16" = 1'-0"

**WEEPHOLES SPEC. ON DETAIL PAGE D-1.1**




FRONT VIEW
3/16" = 1'-0"

A-1.1

ELEVATIONS

VERSION: 1.0

DATE: 2/01/2021

PLAN:

ADDRESS:

CUSTOMER: TOBAR

Plans, specifications and pricing subject to change without notification. Plans must be printed at 11"x17" for accurate scale.

# SHERMAN CITY COUNCIL
## Agenda Communication Form

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

**Meeting Date:** 5/20/2024

**Prepared By:** Rob Rae, Developmental Services Director

**Approved By:** Robby Hefton, City Manager

**Caption:**

**INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6719**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow A Smoke Shop in a C-2 (General Commercial) District, Located At 4520 Texoma Parkway Suites M & N, being a part of the W.M. Patterson Survey, Abstract No. 503, City Of Sherman, Grayson County, Texas Texoma South Development Corporation (Owner), Vapor Maven TX, LLC (Representative) and Copley Land Surveying (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

**Issue:**

Consideration of a Specific Use Permit for 4520 Texoma Parkway, Suites M & N to Allow a Smoke Shop in a C-2 (General Commercial) District.

**Background:**

The property is located at 4520 Texoma Parkway, Suites M & N between North Frisco Road and Fallon Drive. The owner is requesting a Specific Use Permit for a smoke shop in a C-2 (General Commercial) District.

**Origination:**

Texoma South Development Corporation (Owner)
Vapor Maven TX, LLC (Representative)
Copley Land Surveying (Surveyor)

**Financial Consideration:**

None

**Staff Recommendation:**

At the April 16, 2024 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Specific Use Permit be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council deny this item.**

**Alternatives:**

The City Council could deny the request.

---

**Attachments:**

1. Ordinance No. 6719
2. Exhibit A - Survey
3. Exhibit B - Zoning Exhibit

4. Location Map
5. Zoning Map
6. Future Landuse Map
7. Sherman Smoke Shop Map
8. Floor Plan
9. Property Notification Sign
10. Staff Review Letter

**ORDINANCE NO. 6719**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A SMOKE SHOP IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 4520 TEXOMA PARKWAY SUITES M & N, BEING A PART OF THE W.M. PATTERSON SURVEY, ABSTRACT NO. 503, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS TEXOMA SOUTH DEVELOPMENT CORPORATION (OWNER), VAPOR MAVEN TX, LLC (REPRESENTATIVE) AND COPLEY LAND SURVEYING (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW**

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

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

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

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

**SECTION 1.** That, from and after the effective date of this Ordinance, the property located at 4520 Texoma Parkway Suites M & N, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Smoke Shop, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property highlighted in gray on **Exhibit A – Survey and Legal Description**.

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

Zoning:

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

Additional Conditions:

12. The property shall be developed and used in accordance with all City Ordinances and the zoning exhibit shown in **Exhibit B.**
13. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded on the first anniversary of the effective date identified below, unless earlier terminated, rescinded, extended or renewed by separate action of the City Council. The owner of the property subject to the Specific Use Permit must receive City Council approval of an application to extend or renew the Specific Use Permit prior to the expiration thereof.

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

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

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

**SECTION 6.** That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

**SECTION 7.** That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 8.** That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

**SECTION 9.** That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

**SECTION 10.** That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

**INTRODUCED** on this the 20th day of May 2024.

**ADOPTED** on this the 20th day of May 2024.

**EFFECTIVE DATE** on this the 20th day of May 2024.

**CITY OF SHERMAN, TEXAS**

**BY:** _____
**DAVID PLYLER, MAYOR**

**ATTEST:**

**BY:** _____
**LINDA ASHBY, CITY CLERK**

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

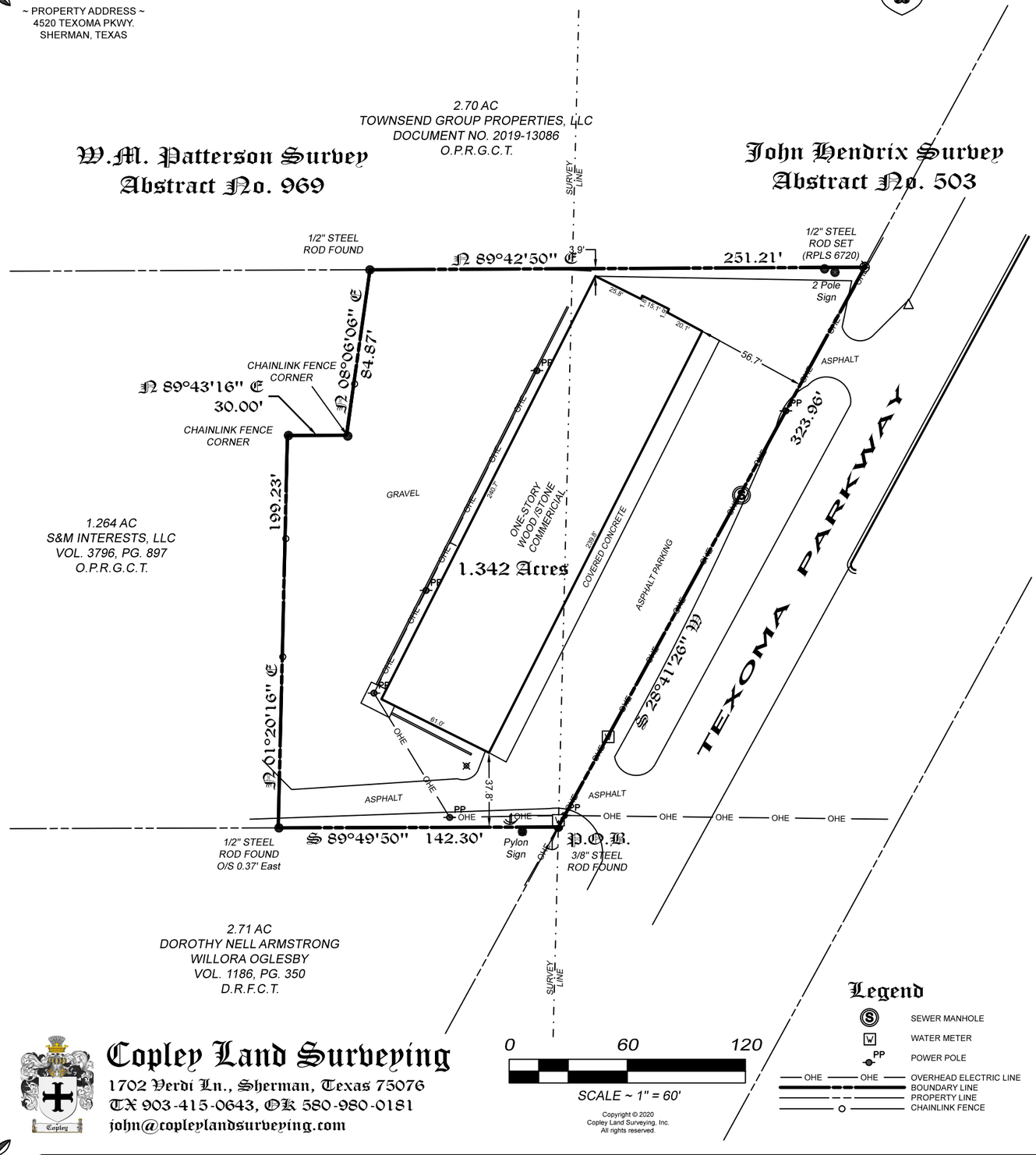
**BY:** _____
**RYAN D. PITTMAN, CITY ATTORNEY**

EXHIBIT A

CLS Job# 20100406B

~ PROPERTY ADDRESS ~
4520 TEXOMA PKWY.
SHERMAN, TEXAS

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




## Legend

- SEWER MANHOLE
- WATER METER
- POWER POLE
- OVERHEAD ELECTRIC LINE
- BOUNDARY LINE
- PROPERTY LINE
- CHAINLINK FENCE

## Legal Description

***Situated*** *in the County of Grayson, State of Texas being a part of the W.M. Patterson Survey, Abstract No. 969, and John Hendrix Survey, Abstract No. 503, and being the 1.342 acre Tract Eight conveyed to BancorpSouth Bank by deed of record in Document No. 2020-19262, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:*

***Beginning*** *at a 3/8" steel rod found in the west right-of-way line of a Texoma Parkway maintaining the southeast corner of said 1.342 acre Tract Eight and the northeast corner of a 2.71 acre tract of land conveyed to Dorothy Nell Armstrong and Willora Oglesby by deed of record in Volume 1186, Page 350, Deed Records, Grayson County, Texas;*

*Thence* ***South 89°49'50" West****, along the south line of said 1.342 acre tract and the north line of said 2.71 acre tract, a distance of* ***142.30 feet*** *to a point from which a 1/2" steel rod found bears east 0.37 feet said point being the southwest corner of said 1.342 acre tract and the southeast corner of a 1.264 acre tract of land conveyed to S & M Interests, LLC by deed of record in Volume 3796, Page 897 of said Official Public Records;*

*Thence northerly along the west line of said 1.342 acre tract and the east line of said 1.264 acre tract the following calls and distances;*

***North 01°20'16" East****, a distance of* ***199.23 feet*** *to a metal chainlink fence corner post;*
***North 89°43'16" East****, a distance of* ***30.00 feet*** *to a metal chainlink fence corner post;*
***North 08°06'06" East****, a distance of* ***84.87 feet*** *to a 1/2" steel rod found maintaining the northwest corner of said 1.342 acre tract, the northeast corner of a 1.264 acre tract and being in the south line of a 2.70 acre tract of land conveyed to Townsend Group Properties, LLC by deed of record in Document No. 2019-13086;*

*Thence* ***North 89°42'50" East****, along the south line of said 2.70 acre tract and the north line of said 1.342 acre tract a distance of* ***251.21 feet*** *to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the west right-of-way line of said Texoma Parkway for the northeast corner of said 1.342 acre tract and the southeast corner of said 2.70 acre tract;*

*Thence* ***South 28°41'26" West****, along said west right-of-way line of said Texoma Parkway, a distance of* ***323.96 feet*** *to the* ***Point-of-Beginning*** *and containing* ***1.342 acres*** *of land.*

*I, John C. Copley, Registered Professional Land Surveyor, do hereby certify that a survey was made on the ground of the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.*

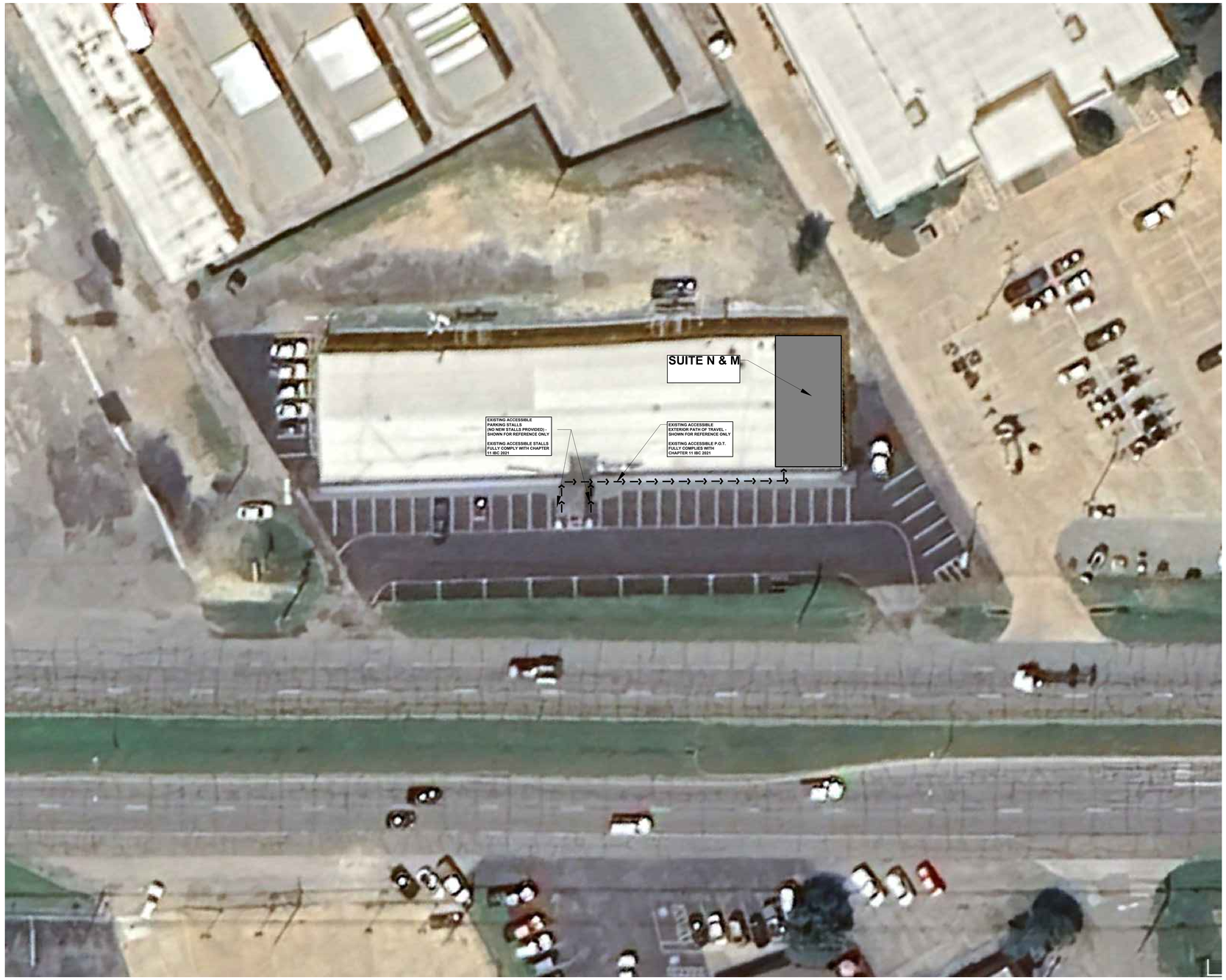
*John C. Copley*
*Registered Professional*
*Land Surveyor No. 6720*
*Firm No. 10194429*
*DATE OF SURVEY: 02/25/20*

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


Copley Land Surveying
1702 Verdi Ln., Sherman, Texas 75076
TX 903-415-0643, OK 580-980-0181
john@copleylandsurveying.com



Copyright © 2020
Copley Land Surveying, Inc.
All rights reserved.




**FOR ONLY REFERENCE**

**NO SCOPE -**
**SHOWN ONLY FOR PROJECT CONTEXT**

SITE PLAN - FOR REFERENCE ONLY
NOT TO SCALE | 1

CUASO DESIGN STUDIO
12600 Hill Country Blvd , Suite R-275
Bee Cave, TX 78738

Owner

VAPOR MAVEN

495 Agnes Dr.
Springdale, AR 72762

| No. | Description | Date |
|---|---|---|

VAPOR MAVEN

4520 Texoma Parkway, Suite N & M
Sherman, TX 75090

SITE PLAN -

FOR REFERENCE ONLY

| | |
|---|---|
| Project Number | 24-0004 |
| Date | 02/05/24 |
| Drawn By | JD |
| Checked By | JD |

A100

| | |
|---|---|
| Scale | As indicated |




dlagrone H:\PLANNING\Public Notification KT.aprx

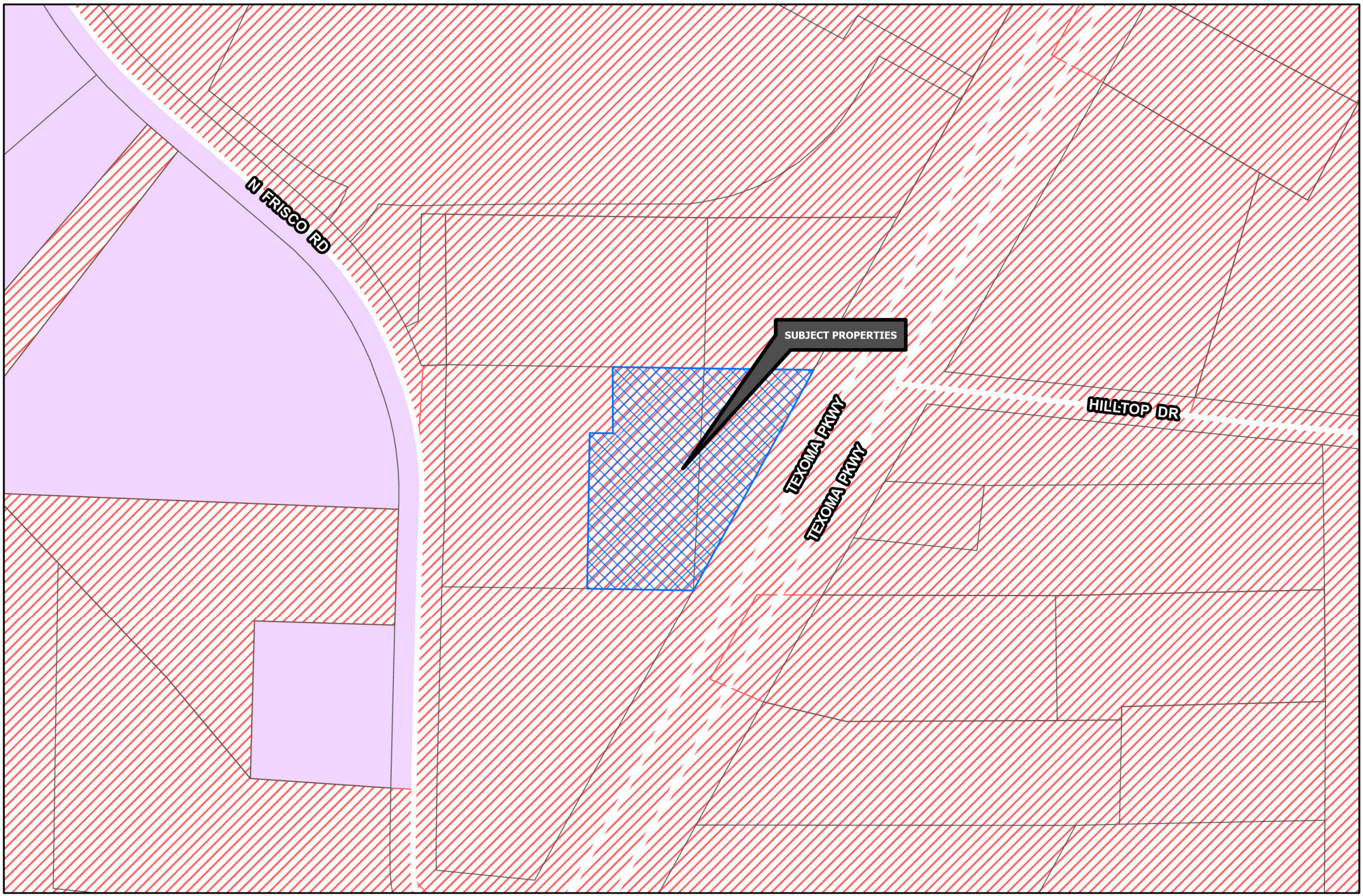
Sherman
CLASSIC TOWN. BROAD HORIZON.

*City of Sherman, Texas*
*Development Services Department*

# CITY OF SHERMAN
# LOCATION MAP
# 4520 TEXOMA PKWY

N
W E
S

Date: 3/27/2024 11:06 AM




Sherman
CLASSIC TOWN. BROAD HORIZON.

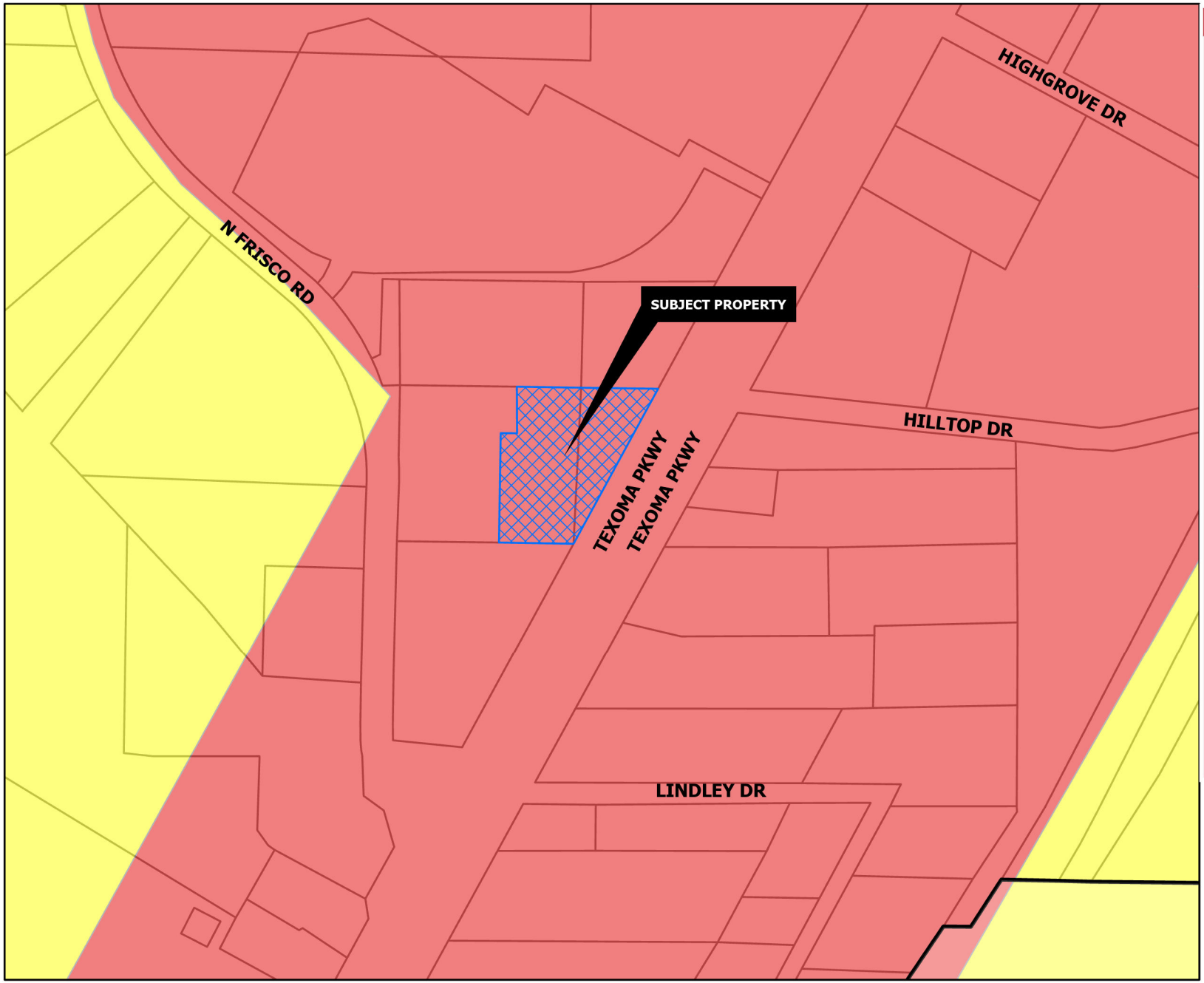
Development Services Department

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

CITY OF SHERMAN
ZONING MAP
4520 TEXOMA PKWY

N
W E
S

Date: 1/27/2023 1:16:00 PM




## REGIONAL COMMERCIAL

**Intent & Character**

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

**Appropriate Land Use Types**

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

**Compatible Zoning Districts**

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

**Considerations**

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

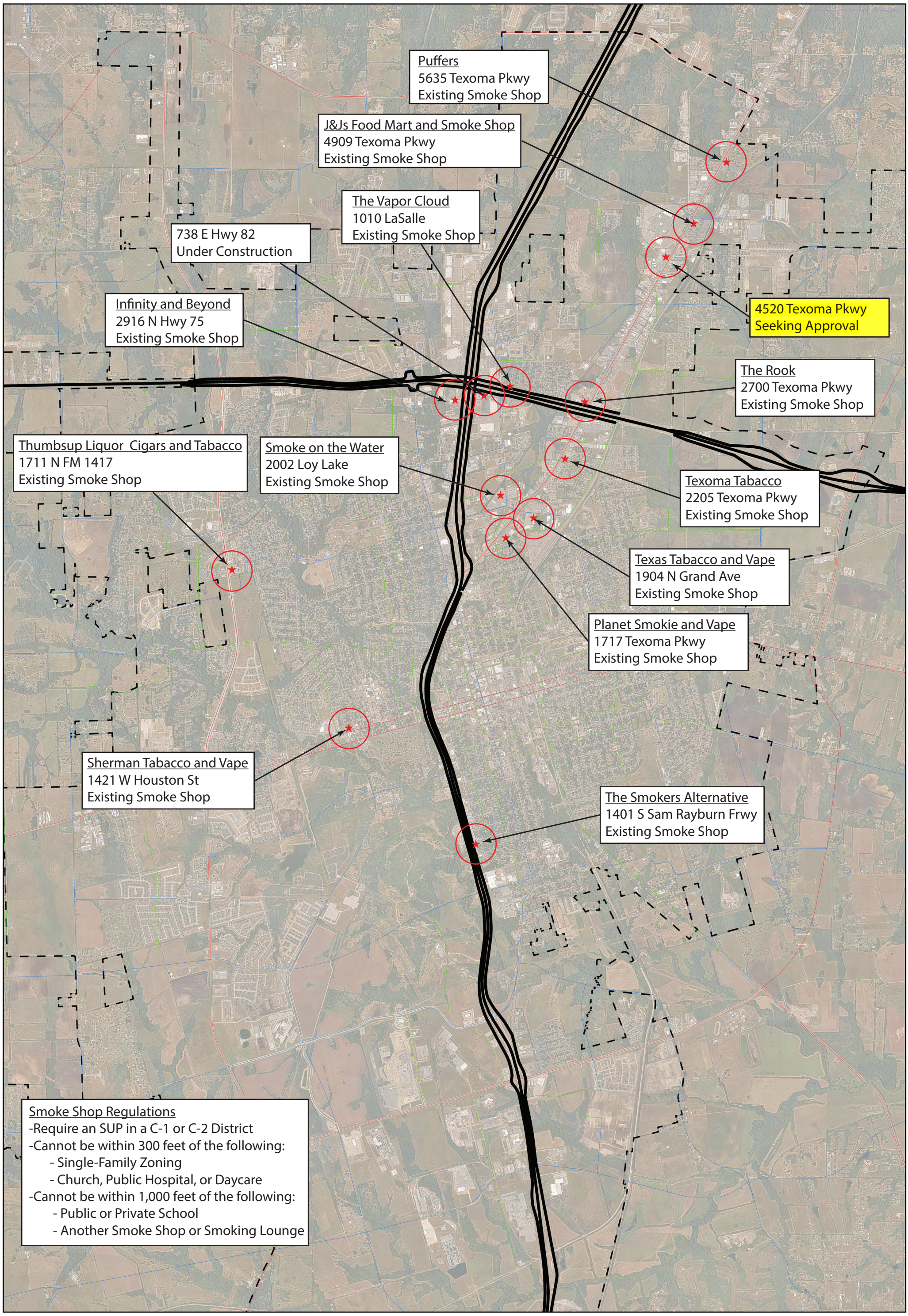
Development Services Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
923 E JONES ST

N
W E
S

Date: 3/27/2024 11:10 AM



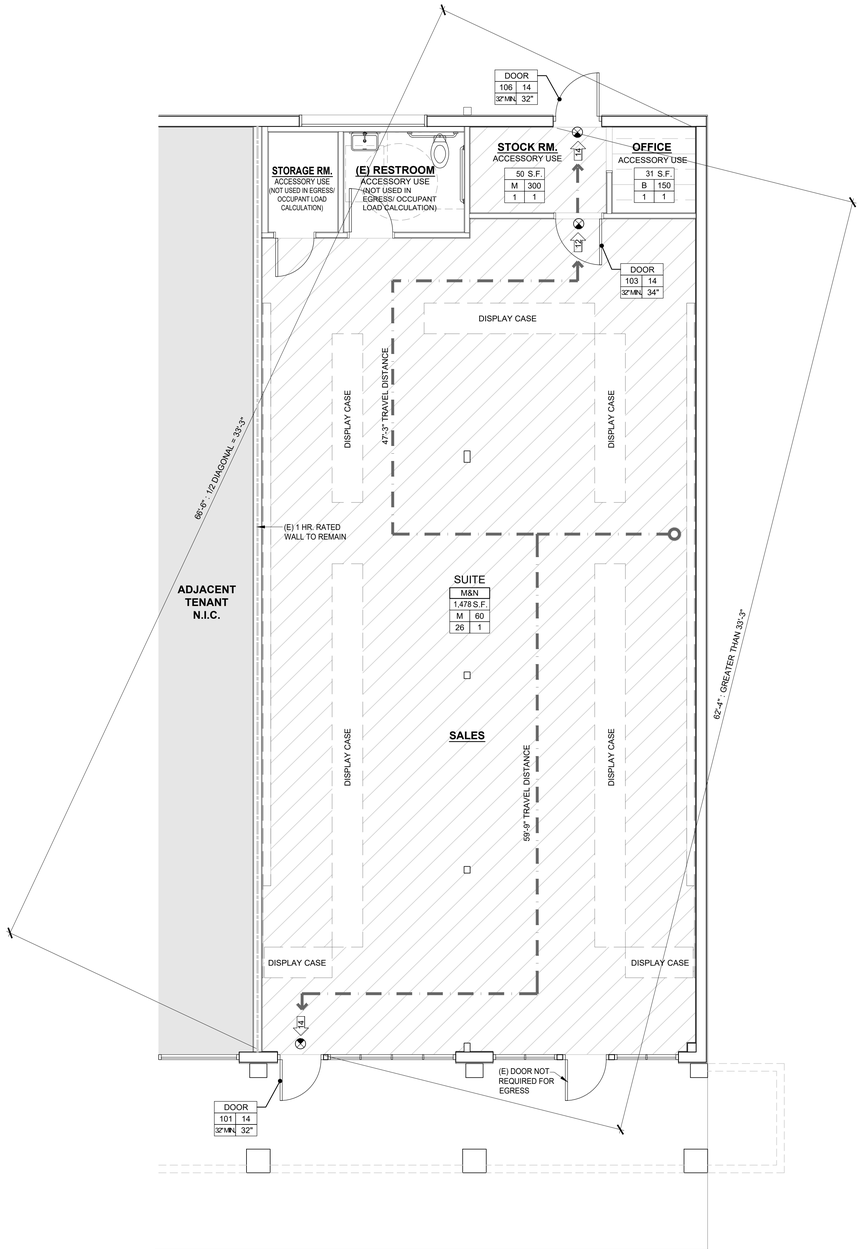

Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services

N

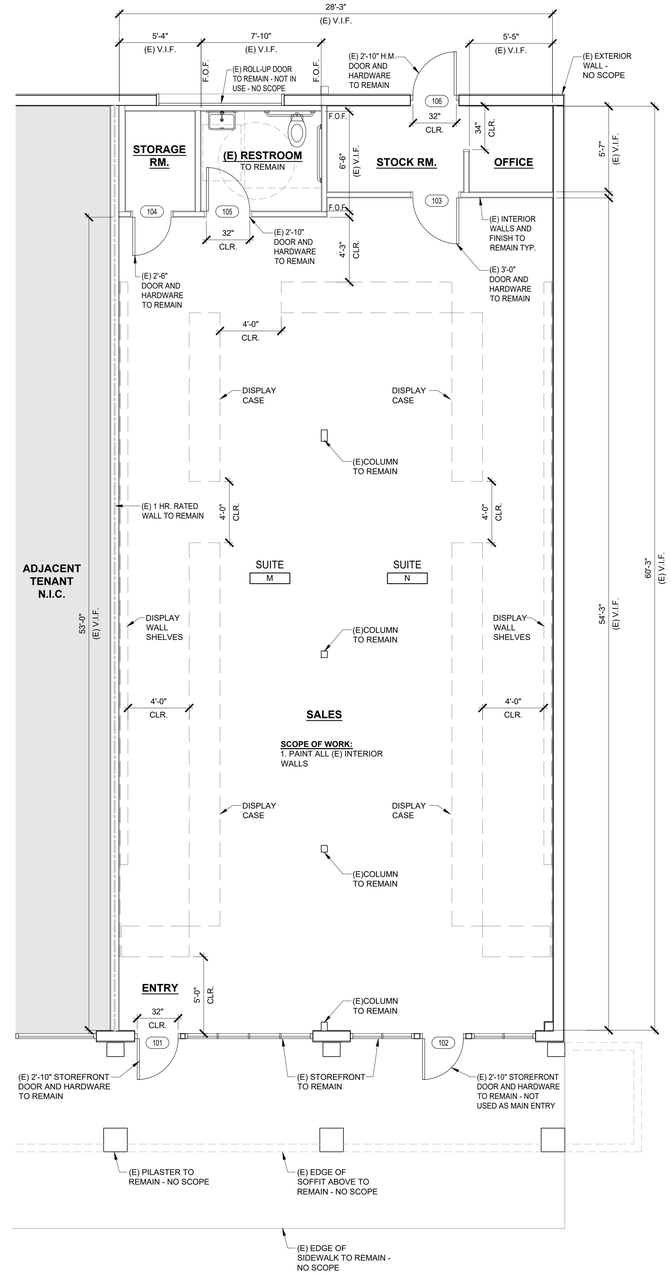
# CITY OF SHERMAN
# Smoke Shop Map

**Legend**
- City Limits
- Smoke Shops
- 1,000' Smoke Shop Buffer

Date: 05/13/2024




BUILDING LIFE SAFETY PLAN | 2
1/4" = 1'-0"




TRUE NORTH

FLOOR PLAN | 1
1/4" = 1'-0"

# FLOOR PLAN SHEET NOTES

1. REFER TO CONSULTANTS DRAWINGS FOR ALL PLUMBING, MECHANICAL AND ELECTRICAL WORK WHICH MAY OR MAY NOT BE SHOWN ON THIS DRAWING FOR REFERENCE.
2. DIMENSIONS ARE TO FACE OF STUD, FACE OF CONCRETE, OR FACE OF MASONRY, UNLESS OTHERWISE NOTED.
3. ANY DISCREPANCIES NOTED SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR CLARIFICATION PRIOR TO BEGINNING WORK.
4. ALL DISSIMILAR METALS ARE TO BE SEPARATED BY NEOPRENE SPACERS/ISOLATION PADS IN ORDER TO PREVENT GALVANIC CORROSION - TYP.
5. ALL ILLUMINATED EXIT SIGNS SHOWN SHALL BE CLEARLY VISIBLE AND NOT OBSTRUCTED BY PIPES, MECH. DUCTWORK, EQUIP., ETC. G.C TO PROVIDE PENDANT EXTENSIONS AT ALL CLG. HUNG EXIT SIGNS PER GOVERNING CODE REQUIREMENTS.
6. U.N.O. ALL (E) EXPOSED STRUCTURE, MECH., PLUMB., & ELEC. CONDUITS & PIPING SHALL BE HELD CLOSE TO UNDER-SIDE OF ROOF STRUCTURE.

# FLOOR PLAN LEGEND

- AREA OF WORK NOT IN SCOPE
- ROOM NAME / 210 / XXXX G.S.F. — ROOM NAME AND NUMBER (GROSS SQUARE FOOTAGE)
- EXISTING 1 HR. FIRE BARRIER
- ### — DOOR NUMBER TAG - REFER TO DOOR SCHEDULE FOR DOOR TYPES AND INFORMATION

# LIFE SAFETY SHEET NOTES

1. REFER TO SHEET A001 FOR GENERAL NOTES, BUILDING CODE INFO AND PROJECT DATA.
2. DOOR WIDTH LESS 2" PER DOOR EQUALS CLEAR DOOR OPENING.
3. FIRE RATED PARTITIONS SHALL RUN CONTINUOUS AND UNINTERRUPTED.
4. FIRE RATINGS ARE AS NOTED AND AS FOLLOWS, WHICHEVER ARE MORE STRINGENT: EXISTING TENANT DEMISING WALLS - 2 HR.
5. PANIC HARDWARE SHALL BE PROVIDED AT ALL TENANT EGRESS DOORS SERVING 50 OCCUPANTS OR MORE AS A PART OF AN 'A' OCCUPANCY PER GOVERNING CODE REQUIREMENTS.
6. TWO EXITS ARE REQUIRED FROM ANY TENANT SPACE EXCEEDING 49 OCCUPANTS PER GOVERNING CODE REQUIREMENTS. DOORS SHALL SWING IN THE DIRECTION OF EGRESS TRAVEL.
7. WHERE TWO OR MORE EXITS ARE REQUIRED, EXTERIOR LANDINGS FOR EXIT DISCHARGE DOORWAYS ARE REQUIRED TO HAVE ILLUMINATION WITH EMERGENCY POWER AND BATTERY BACKUP.
8. ALL EXIT DOORS SHALL BE OPERABLE FROM THE INSIDE WITHOUT THE USE OF A KEY, TOOL OR ANY SPECIAL KNOWLEDGE OR EFFORT. ONLY THE MAIN ENTRY DOORS MAY HAVE KEY OPERATED HARDWARE AND SHALL HAVE A READILY VISIBLE, DURABLE SIGN ABOVE THE DOOR STATING "THIS DOOR MUST REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED" ON BLOCK LETTERS A MINIMUM OF ONE INCH HIGH ON CONTRASTING BACKGROUND PER GOVERNING CODE REQUIREMENTS.
9. MEANS OF EGRESS SHALL BE ILLUMINATED AT ALL TIMES THE BUILDING IS OCCUPIED WITH A MINIMUM OF 1 FOOT CANDLE OF ILLUMINATION AT FLOOR LEVEL.
10. ALL ILLUMINATED EXIT SIGNS SHOWN SHALL BE CLEARLY VISIBLE AND NOT OBSTRUCTED BY PIPES, MECH. DUCTWORK, EQUIP., ETC. G.C. TO PROVIDE PENDANT EXTENSIONS AT ALL CLG. HUNG EXIT SIGNS AS REQUIRED PER GOVERNING CODE REQUIREMENTS.

# LIFE SAFETY PLAN LEGEND

**ROOM TAGS:**

C1 — ROOM NAME
102 — ROOM NUMBER
### S.F. — ROOM AREA- SQUARE FEET
OCCUPANCY CLASS: ### | OLF: ### — OCCUPANT LOAD FACTOR IBC 2015 -TABLE 1004.1.2
OCCUPANT LOAD: OL: ### | ### — EXITS REQUIRED IBC 2015 TABLE 106.2.1

**DOOR/STAIR TAGS:**

DOOR — TYPE (DOOR/STAIR)
EXIT COMPONENT: ### | ### — OCCUPANCY LOAD
EXIT WIDTH REQUIRED: ### | ### — EXIT WIDTH PROVIDED

**PARTITIONS:**

- NO GRAPHIC — NON-RATED WALL
- (E) 1 HR INTERIOR FIRE BARRIER TO REMAIN
- COMMON PATH OF TRAVEL/DISTANCE
- DIRECTION EXIT ARROW
- EXIT SYMBOL - SHOWN FOR REFERENCE ONLY (N.I.C.) - TO BE INSTALLED BY TENANT
- ## — OCCUPANCY LOAD & EXIT ACCESS
- M OCCUPANCY USE
- B OCCUPANCY USE

CUASO DESIGN STUDIO
12600 Hill Country Blvd - Suite R-275
Bee Cave, TX 78738

Owner

VAPOR MAVEN

495 Agnes Dr.
Springdale, AR 72762

| No. | Description | Date |
|---|---|---|

VAPOR MAVEN

4520 Texoma Parkway, Suite N & M
Sherman, TX 75090

FLOOR & BUILDING LIFE SAFETY PLANS

| | |
|---|---|
| Project Number | 24-0004 |
| Date | 02/05/24 |
| Drawn By | JD |
| Checked By | JD |

A101

| | |
|---|---|
| Scale | As indicated |

## Marlow, Lauren

**From:** Planning
**Subject:** RE: photo proof for notice of specific use permit request signage

**From:** Justin Murders
**Sent:** Thursday, March 28, 2024 3:03 PM
**To:** Dyllen George; Planning
**Subject:** photo proof for notice of specific use permit request signage

Company : Vapor Maven



Sherman
CLASSIC TOWN. BROAD HORIZON.

**Development Services**

## STAFF REVIEW LETTER

April 9, 2024 Sent via Email

Texoma South Development Corporation
5330 Alpha Road, Suite 200
Dallas, TX 75240

Vapor Maven TX, LLC
1394 W. Sunset Avenue
Springdale, AR 72764

Dear Applicants,

The request of a Public Hearing, Site Plan and Specific Use Permit approval under Section 14.06.009 allow a Smoke Shop in a C-2 (General Commercial) District located at 4520 Texoma Parkway Suites M & N has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, April 16, 2024, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
4. The property must be properly maintained in a state of good repair and neat appearance.
5. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
6. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
7. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Vapor Maven TX, LLC is the lessee of the Property.
8. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded on the first anniversary of the effective date identified below, unless earlier terminated, rescinded, extended or renewed by separate action of the City Council. The owner of the property subject to the Specific Use Permit must receive City Council approval of an application to extend or renew the Specific Use Permit prior to the expiration thereof.
9. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
10. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which

the Site Plan was approved.

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

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

If additional information or clarification is needed, do not hesitate to contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,

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

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

# SHERMAN CITY COUNCIL
## Agenda Communication Form

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

**Meeting Date:** 5/20/2024

**Prepared By:** Rob Rae, Developmental Services Director

**Approved By:** Robby Hefton, City Manager

**Caption:**

**INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6720**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 13.982 Acres in the Elizabeth Jones Survey, Abstract No. 625 and being a Portion of a Called 28.989 Acre Tract in the FM 1417 Overlay District, City Of Sherman, Grayson County, Texas, Located In The 3400 Block West Houston Street, Heretofore Zoned C-2 (General Commercial) District; Rezoning And Placing The Tract In The MF-15 (Multi Family Residential) District Zoning Classification, Harvest Time Assembly of God Church (Owner), Shay Geach, P.E. (Representative) and Kimley Horn (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

**Issue:**

Consideration of a Zone Change for 13.982 acres of land located in the 3400 Block West Houston Street from a C-2 (General Commercial) District to an MF-15 (Multi Family Residential) District.

**Background:**

The property is located in the 3400 Block West Houston Street at the intersection of West Houston Street and South FM 1417 (Heritage Parkway). The owner is requesting a Zone Change from a C-2 (General Commercial) District to an MF-15 (Multi Family Residential) District to allow for development of a senior living community. An application for the Specific Use Permit (SUP) required to construct the senior living community will be considered under separate action by the Council at this meeting.

**Origination:**

Harvest Time Assembly of God Church (Owner)
Shay Geach, P.E. (Representative)
Kimley Horn (Surveyor)

**Financial Consideration:**

None

**Staff Recommendation:**

At the April 16, 2024 regular meeting, the Planning and Zoning Commission voted 5/1 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

**Alternatives:**

The City Council could deny the request.

**Attachments:**

1. Ordinance No. 6720
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Signs
7. Narrative
8. Site Plan
9. Elevations
10. Landscape Plan
11. Comment Response Letter
12. Opposition Email - Morris

**ORDINANCE NO. 6720**

**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 13.982 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 AND BEING A PORTION OF A CALLED 28.989 ACRE TRACT IN THE FM 1417 OVERLAY DISTRICT, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 3400 BLOCK WEST HOUSTON STREET, HERETOFORE ZONED C-2 (GENERAL COMMERCIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE MF-15 (MULTI FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, HARVEST TIME ASSEMBLY OF GOD CHURCH (OWNER), SHAY GEACH, P.E. (REPRESENTATIVE) AND KIMLEY HORN (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW**

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

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

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

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

**SECTION 1.** That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 3400 Block West Houston Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the MF-15 (Multi Family Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

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

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

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

**SECTION 5.** That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 6.** That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

**SECTION 7.** That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

**SECTION 8.** That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

**INTRODUCED** on this the 20th day of May 2024.

**ADOPTED on** this the 20th day of May 2024.

**EFFECTIVE DATE** on this the 20th day of May 2024.

**CITY OF SHERMAN, TEXAS**

**BY:** _____
**DAVID PLYLER, MAYOR**

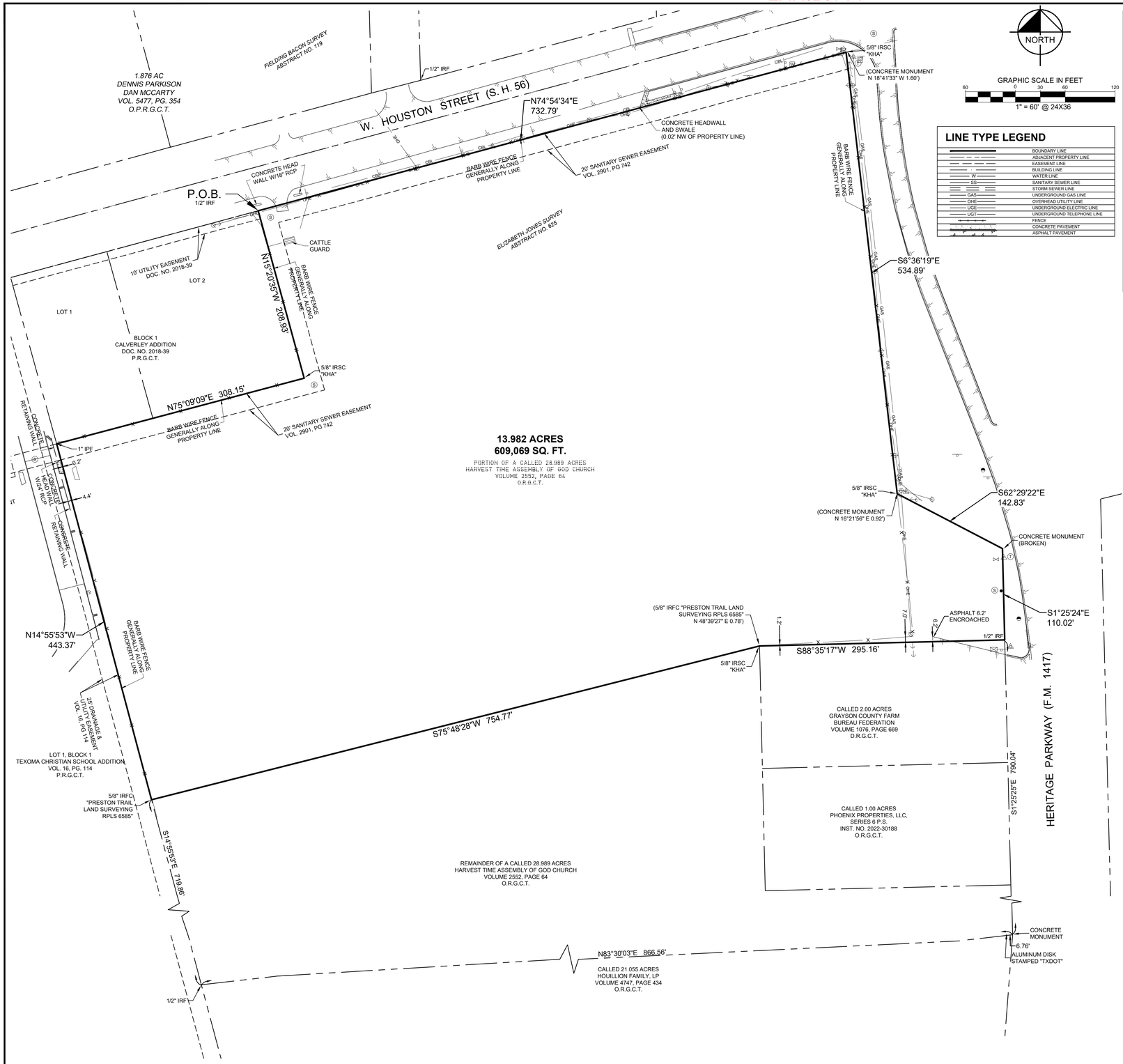
**ATTEST:**

**BY:** _____
**LINDA ASHBY, CITY CLERK**

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

**BY:** _____
**RYAN D. PITTMAN, CITY ATTORNEY**

# EXHIBIT A




## LEGEND

| | | | |
|---|---|---|---|
| | BOX OR PEDESTAL | C | COMMUNICATIONS |
| | HANDHOLE | E | ELECTRIC OR POWER |
| | MANHOLE | F | FIBER OPTIC |
| | MARKER SIGN | G | NATURAL GAS |
| | METER | P | PETROLEUM OR PIPELINE |
| | MARKER PINFLAG | R | RAILROAD |
| | POLE | S | SAN. SEWER OR WASTEWATER |
| | STORAGE TANK | D | STORM SEWER |
| | VALVE (EXCEPT WATER) | T | TELEPHONE |
| | VAULT | TR | TRAFFIC |
| | WELL | U | UNIDENTIFIED |
| TV | CABLE TV | W | WATER |
| | ROOF DRAIN | SH | SECURITY CAMERA |
| | ELEVATION BENCHMARK | S | SANITARY SEWER BOX |
| | FLOW DIRECTION | | SANITARY SEWER CLEAN OUT |
| | MONITORING WELL | | SANITARY SEWER LIFT STATION |
| | FUEL TANK | | STORM SEWER DRAIN |
| | FLOOD LIGHT | | TRAFFIC BARRIER |
| | GUY ANCHOR | | TRAFFIC BOLLARD |
| | GUY ANCHOR POLE | | TRAFFIC CAMERA |
| | UTILITY POLE | | TRAFFIC SENSOR |
| | ELECTRIC SWITCH | | TRAFFIC SIGNAL |
| T | ELECTRIC TRANSFORMER | | TRASH BIN |
| | HANDICAPPED PARKING | | TREE |
| | PARKING METER | W | WATER BOX |
| | RAILROAD SIGNAL | | FIRE SPRINKLER CONNECTION |
| | RAILROAD SIGN | | FIRE HYDRANT |
| | SIGN | | WATER VALVE |
| | MARQUEE/BILLBOARD | | AIR RELEASE VALVE |
| | A/C UNIT | | WATER WELL |
| | BASKET BALL GOAL | IRSC | 5/8" IRON ROD W/ "KHA" CAP SET |
| | GOAL POST | IRFC | IRON ROD WITH CAP FOUND |
| | GREASE TRAP | IRF | IRON ROD FOUND |
| | IRRIGATION VALVE | XS | "X" CUT IN CONCRETE SET |
| | LIGHT STANDARD | XF | "X" CUT IN CONCRETE FOUND |
| | MAIL BOX | P.O.B. | POINT OF BEGINNING |
| N | NEWS STAND | P.O.C. | POINT OF COMMENCING |
| | PHONE BOOTH | | |

## LINE TYPE LEGEND

| | |
|---|---|
| | BOUNDARY LINE |
| | ADJACENT PROPERTY LINE |
| | EASEMENT LINE |
| | BUILDING LINE |
| W | WATER LINE |
| SS | SANITARY SEWER LINE |
| | STORM SEWER LINE |
| GAS | UNDERGROUND GAS LINE |
| OHE | OVERHEAD UTILITY LINE |
| UGE | UNDERGROUND ELECTRIC LINE |
| UGT | UNDERGROUND TELEPHONE LINE |
| | FENCE |
| | CONCRETE PAVEMENT |
| | ASPHALT PAVEMENT |

**PROPERTY DESCRIPTION**

**BEING** a tract of land situated in the Elizabeth Jones Survey, Abstract Number 625, Grayson County, Texas and being a portion of a called 28.989-acre tract of land described in the deed to Harvest Time Assembly of God Church, recorded in Volume 2552, Page 64, Official Public Records of Grayson County, Texas, and being more particularly described by the metes and bounds as follows:

**BEGINNING** at a 1/2" iron rod found for the northwest corner of said 28.989-acre tract, the northeast corner of Block 1, Lot 2 of Calverley Addition, an addition to the City of Sherman, Texas in the plat thereof recorded in Document Number 2018-39, Plat Records of Grayson County, Texas same being in the southeasterly right-of-way of West Houston Street (also known as State Highway 56) (a 100-foot right-of-way);

**THENCE** North 74°54'34" East, with the common line of said 28.989-acre tract and said West Houston Street, a distance of 732.79 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the northeast corner of said 28.989-acre tract, and at the intersection of the southeasterly right-of-way of said West Houston Street and the northwesterly right-of-way of Heritage Parkway (also known as Farm to Market 1417) (a variable width right-of-way); from which a concrete monument bears North 18°41'33" West, a distance of 1.60 feet;

**THENCE** with the northwesterly right-of-way line of said Heritage Parkway common with the easterly line of said 28.989-acre tract the following courses and distances:

South 06°36'19" East, a distance of 534.89 feet to a 5/8" iron rod with plastic cap stamped "KHA" set, from which a concrete monument bears North 16°21'56" East, a distance of 0.92 feet;

South 62°29'22" East, a distance of 142.83 feet to a concrete monument found (broken) for corner;

South 01°25'24" East, a distance of 110.02 feet to a 1/2" iron rod found for the easterly corner of said 28.989-acre tract same being the northeast corner of a called 2.00-acre tract described in the deed to Grayson County Farm Bureau Federation, recorded in Volume 1076, Page 669, Deed Records of Grayson County, Texas; from which a concrete monument found for the southeast corner of said 28.989-acre tract bears South 01°25'25" East, a distance of 790.04 feet;

**THENCE** South 88°35'17" West, departing said common line, with the north line of said 2.00-acre tract same being the northernmost re-entrant line of said 28.989-acre tract, a distance of 295.16 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the northwest corner of said 2.00-acre tract, from which a 5/8" iron rod with plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" found bears North 48°39'27" East, a distance of 0.78 feet;

**THENCE** South 75°48'28" West, over and across said 28.989-acre tract, a distance of 754.77 feet to a 5/8" iron rod with plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" found on the west line of said 28.989-acre tract same being on the east line of Block 1, Lot 1, of Texoma Christian School Addition, an addition to the City of Sherman, Texas in the plat thereof recorded in Volume 16, Page 114, Plat Records of Grayson County, Texas; from which a 1/2" iron rod found for the southwest corner of said 28.989-acre tract bears South 14°55'40" East, a distance of 719.85 feet;

**THENCE** North 14°55'53" West, with the common line of said 28.989-acre tract and said Lot 1, Block 1 (Texoma Christian School Addition), a distance of 443.37 feet to a 1" iron pipe found for the west corner of said 28.989-acre tract and the southwest corner of Block 1, Lot 1 of aforementioned Calverley Addition;

**THENCE** North 75°09'09" East, with the south line of Block 1, Lot 1 and Lot 2 of said Calverley Addition, a distance of 308.15 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the southeast corner of said Lot 2;

**THENCE** North 15°20'35" West, with the east line of said Lot 2, a distance of 208.93 feet to the **POINT OF BEGINNING** and containing a computed area of 609,069 square feet or 13.982 acres of land, more or less.

**SURVEYORS CERTIFICATION:**

To:

I hereby certify that this survey substantially complies with the current Texas Board of Engineers and Land Surveyors Standards and Specifications.

Survey Date: February, 2024


Michael B. Marx
Registered Professional Land Surveyor No. 5181
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Ph. 972-335-3580
michael.marx@kimley-horn.com


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

**NOTES:**

1. There are no buildings observed on the surveyed property.
2. The surveyed property does not appear to be in use as a dump, sump or sanitary landfill.
3. No visible evidence of current earth moving work, building construction or building additions were observed at the time of survey.
4. No wetland markings were observed at the time of survey.
5. There are no known proposed changes in street right-of-way lines.
6. No cemeteries or burial grounds were observed at the time of survey.
7. The surveyor did not abstract the surveyed property. This survey was performed without the benefit of a current title abstract.
8. All bearings shown are based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983 (2011).

**FLOOD STATEMENT:**

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48181C0270G for Grayson County, Texas and incorporated areas, dated September 1, 2022 this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain"

# LAND TITLE SURVEY

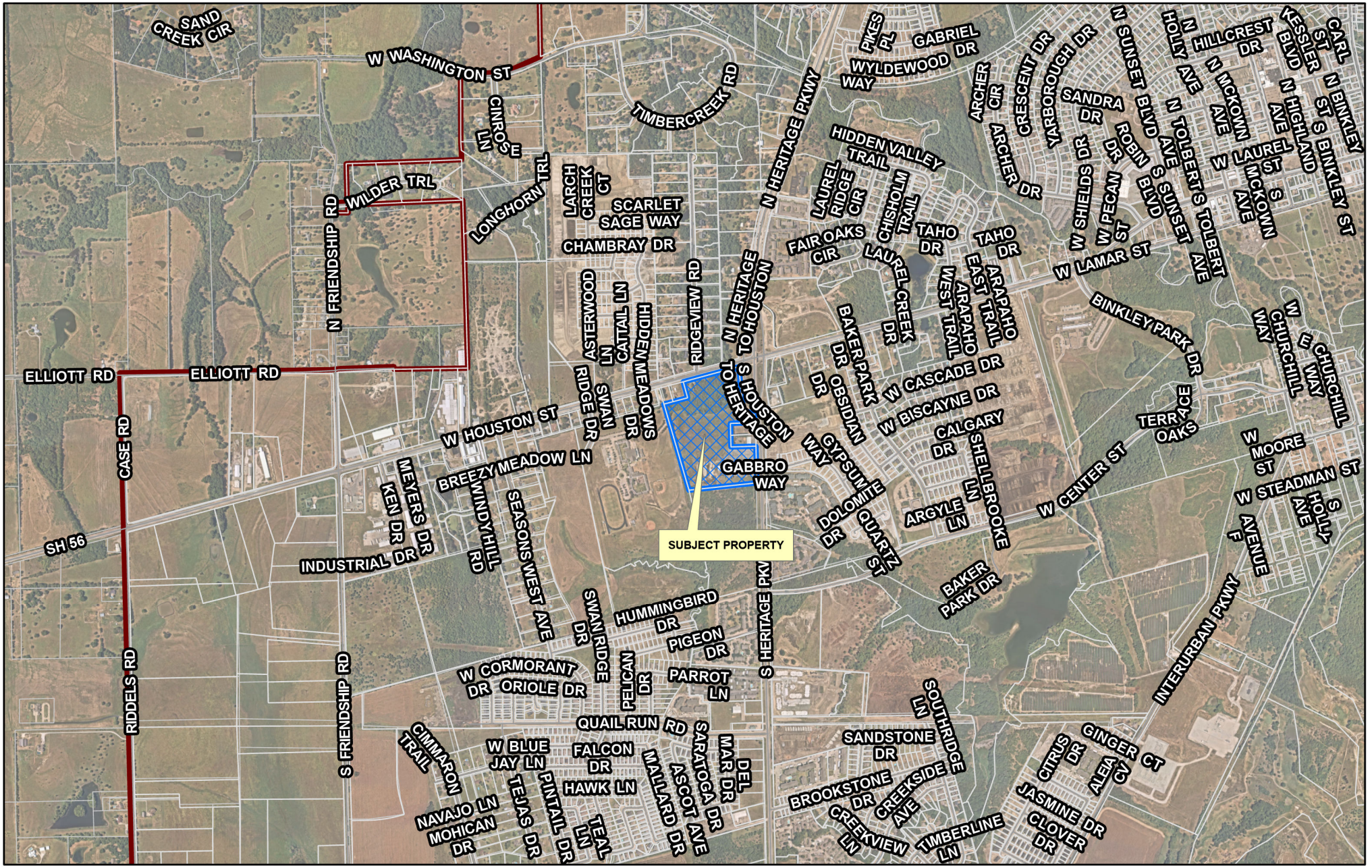
13.982 ACRES
TBD WEST HOUSTON STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS


Kimley»Horn
13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820


| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 60' | CLS | MBM | Feb. 2024 | 064532511 | 1 OF 1 |


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Kimley-Horn and Associates, Inc.
All rights reserved


DWG NAME: K:\FR_SURVEY\064532511-SWC SH 56 AND FM 1417-SHERMAN\DWG\064532511 SURVEY.DWG PLOTTED BY: MARX, MICHAEL 2/29/2024 1:44 PM LAST SAVED: 2/29/2024 4:53 PM




dlagrone H:\PLANNING\Public Notification KT.aprx

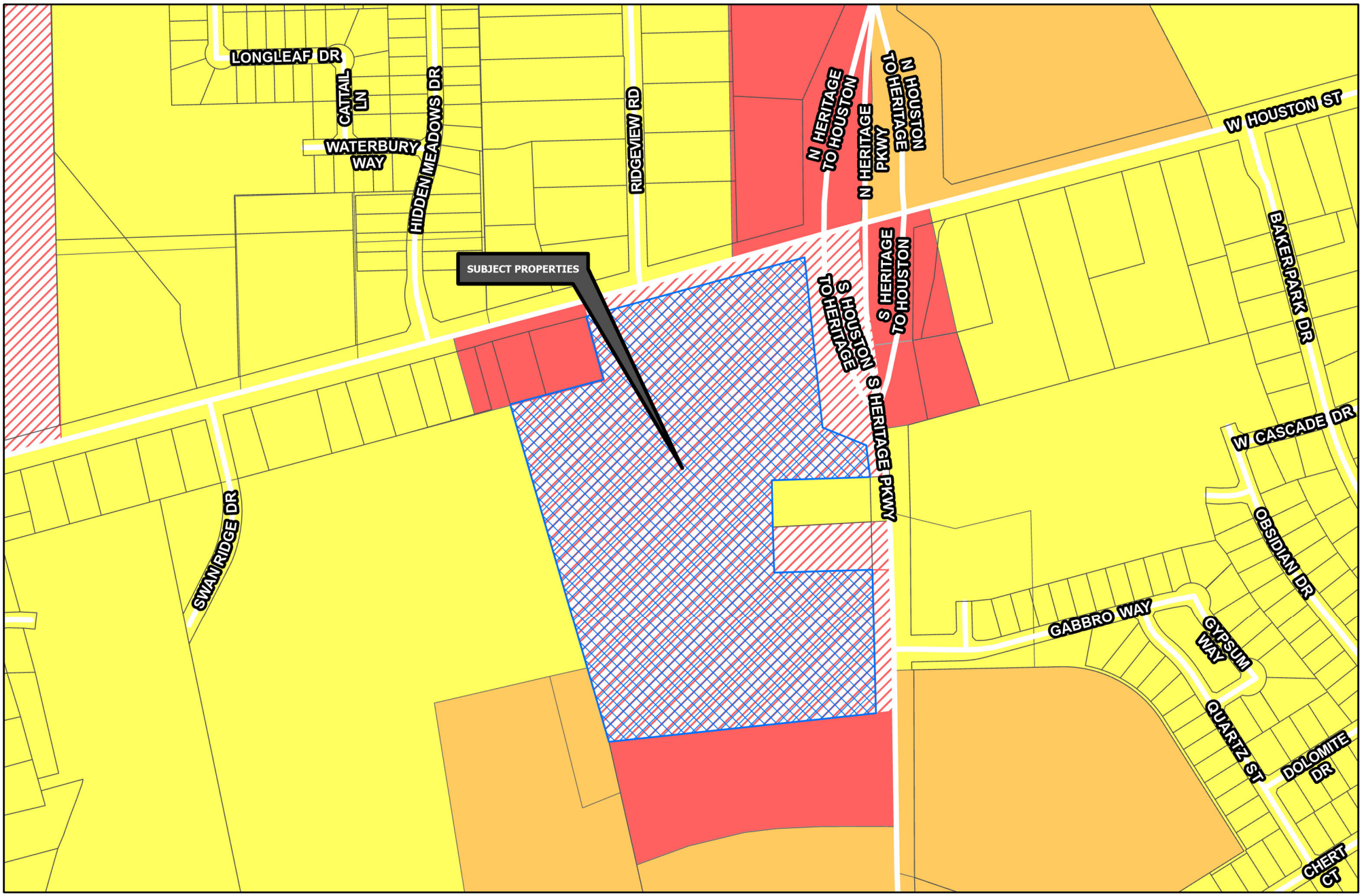
Sherman
CLASSIC TOWN. BROAD HORIZON.

*City of Sherman, Texas*
*Development Services Department*

# CITY OF SHERMAN
# LOCATION MAP
# 3400 BLK W HOUSTON ST

N
W E
S

Date: 3/27/2024 11:10 AM




Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

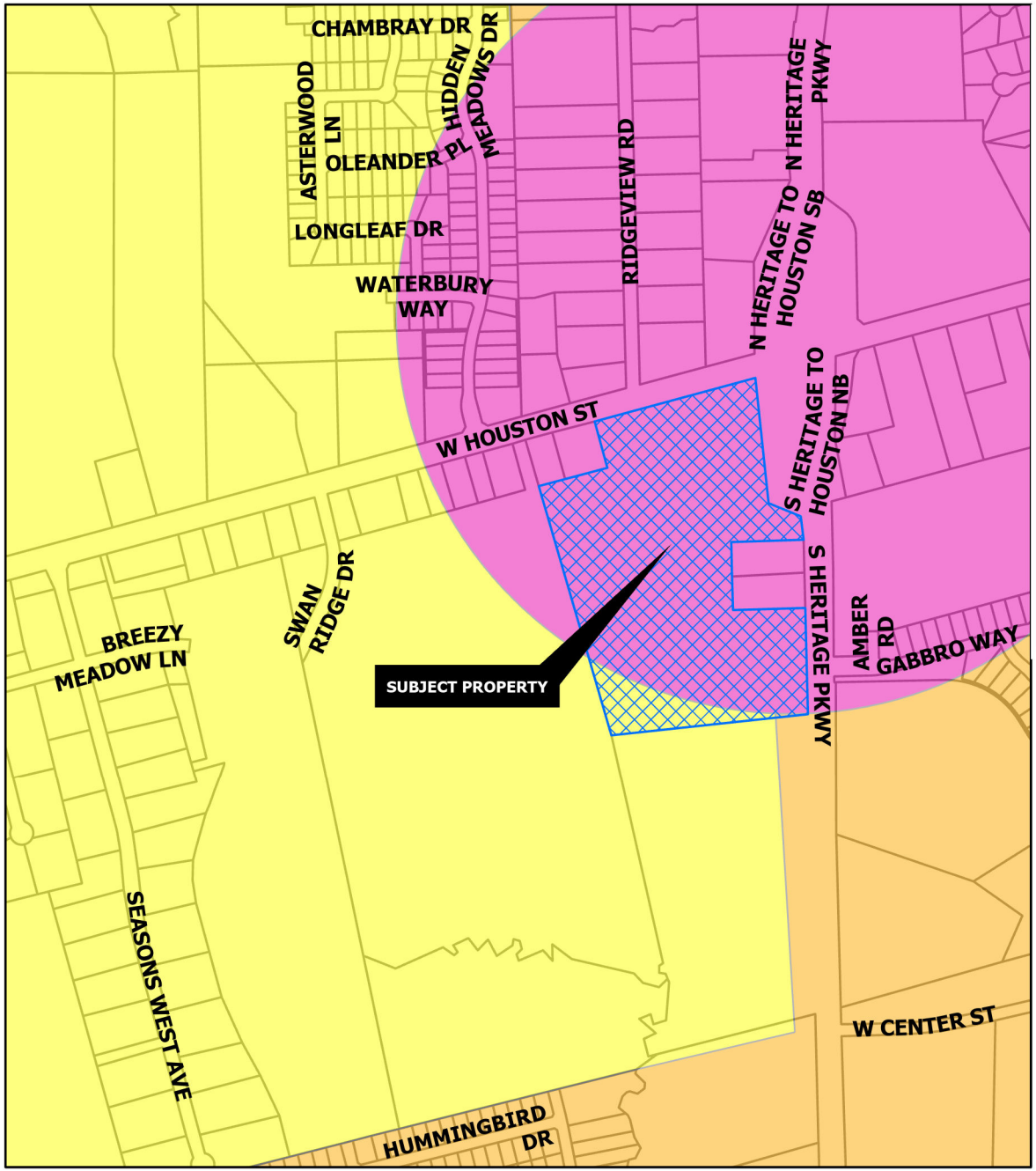
Road Names All

Planning & Zoning

CITY OF SHERMAN
ZONING MAP
3400 BLK W HOUSTON ST

N
W E
S

Date: 1/27/2022 11:10:10 AM




## COMMUNITY COMMERCIAL

**Intent & Character**

The Community Commercial category is intended to promote smaller-scale commercial uses that are integrated into the community. These uses should be compatible with residential development and should provide necessary goods and services to residents. Many of the uses encouraged by this category can be similar to Regional Commercial, but should be developed in a much smaller and community-compatible scale.

**Appropriate Land Use Types**

- Retail and Restaurants
- Grocery Stores
- Professional Offices/Services
- Personal Services
- Childcare

**Compatible Zoning Districts**

- Neighborhood Commercial
- Retail Business
- Office

**Considerations**

- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

## SUBURBAN NEIGHBORHOOD

**Intent & Character**

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

**Appropriate Land Use Types**

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

**Compatible Zoning Districts**

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

**Considerations**

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

Sherman
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Development Services Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
923 E JONES ST

N W E S

Date: 3/27/2024 11:10 AM

Sherman
CLASSIC TOWN. BROAD HORIZON.

NOTICE OF
PROPOSED ZONE CHANGE
AND SPECIFIC USE PERMIT
REQUEST

PROJECT #: 24-001001

Planning & Zoning Map:

FOR MORE INFORMATION
CONTACT:

DEVELOPMENT SERVICES
903-892-7229

Mar 28, 2024 1:10:45 PM
200 South Heritage Parkway
Sherman
Grayson County
Texas

Sherman
CLASSIC TOWN. BROAD HORIZON.

# NOTICE OF PROPOSED ZONE CHANGE AND SPECIFIC USE PERMIT REQUEST

PROJECT #: 24-001001

Planning & Zoning Map:

FOR MORE INFORMATION CONTACT:

DEVELOPMENT SERVICES
903-892-7229

Mar 28, 2024 1:07:08 PM
10822 Texas 56
Sherman
Grayson County
Texas

March 6, 2024

City of Sherman
Planning and Development Review Department
220 W Mulberry Street
Sherman, Texas 75090

***Re:*** ***Project Narrative – Woodland Cottages***
***Site Plan Application***
***Southwest Corner of FM 1417 and HWY 56 Intersection***
***Sherman, Texas 75092***

To Whom It May Concern,

Please accept this Project Narrative for the above-mentioned project. The proposed multi-family development is located at the southwest corner of FM 1417 and HWY 56 Intersection, Sherman, Texas 75092 in Grayson County. The existing property is approximately 28.989 acres and is currently undeveloped. The proposed project is within the FM Highway 1417 Overlay District and is zoned general commercial.

The proposed improvements include subdividing the existing lot to create a ±13.982 lot, a zoning change to multi-family residential for the new lot, 1-story multi-family residential buildings, leasing and amenity center, private drives, and associated site improvements. Private parking will be provided onsite at grade and in single-family style garages.

No portion of this site is in the Federal Emergency Management Agency's floodplain according to Flood Insurance Rate map #48181C0270G, Grayson County, Texas and incorporated areas, dated September 1, 2022. There are no known critical environmental features on this site.

The site is currently zoned C-2 with a proposed change to MF-15.

Water and wastewater service for the development will be provided by existing adjacent Sherman Utility water and wastewater lines.

The proposed improvements will provide detention for onsite drainage and conveyance for offsite drainage to be contained within privately maintained easements.

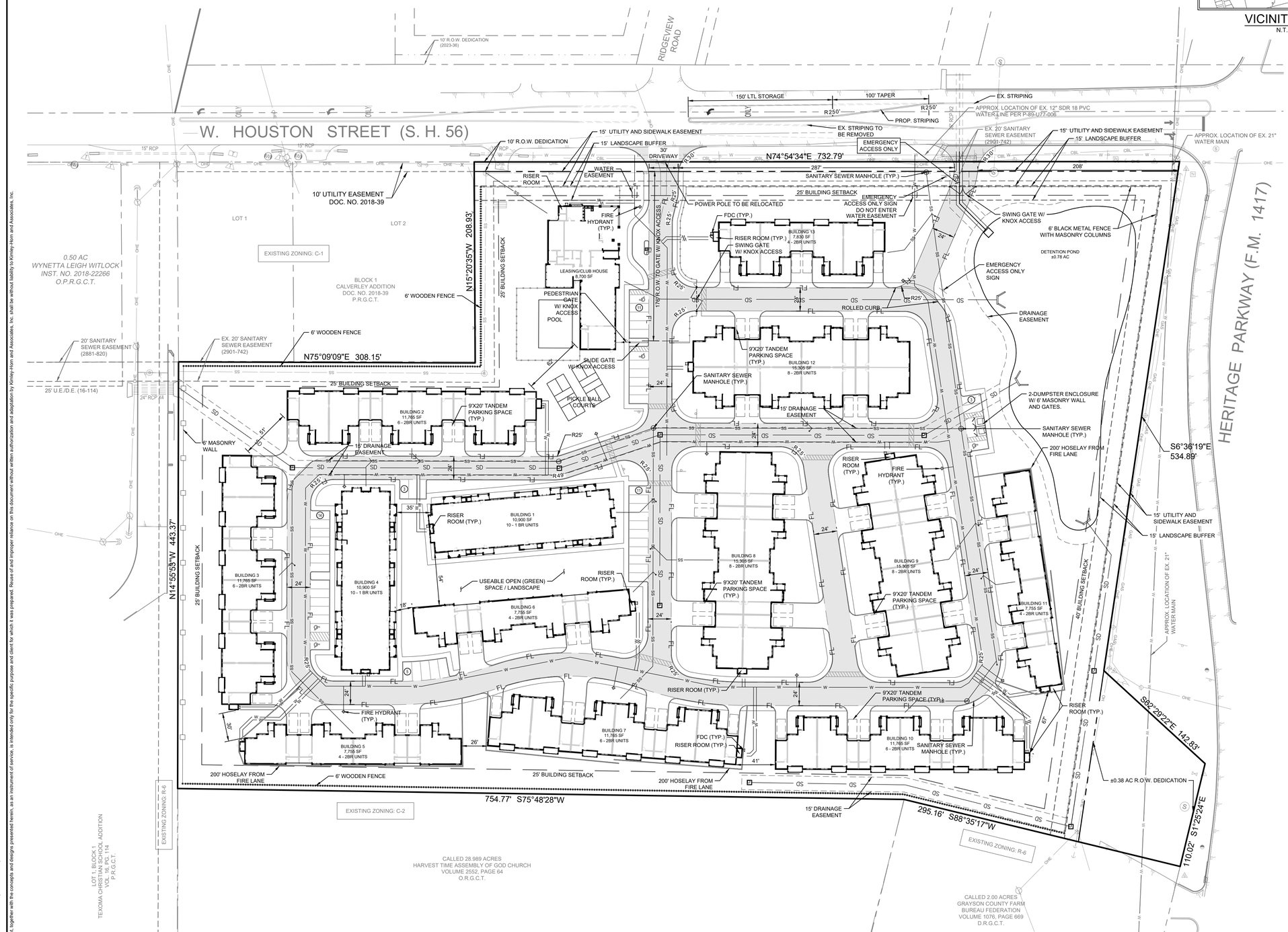
If you have any questions or comments, please contact me at 214-617-0535.

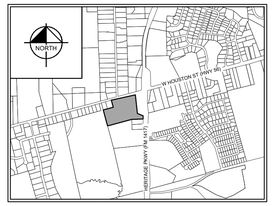
Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Michaelann Durden

Michaelann Durden, EIT




VICINITY MAP
N.T.S.

N
W E
S

0 50' 100'
GRAPHIC SCALE 50'

## LEGEND

| | |
|---|---|
| FL / FL | PROPOSED FIRE LANE |
| | PROPERTY LINE |
| | SETBACK LINE |
| | EASEMENT LINE |
| | MASONRY SCREENING WALL |
| | WOODEN FENCE |
| | PROPOSED METAL FENCE |
| FL | PROPOSED FIRE LANE |
| SS | PROPOSED SANITARY SEWER LINE |
| W | PROPOSED WATER LINE |
| SD | PROPOSED STORM LINE |
| | BARRIER FREE RAMP (BFR) |
| | ACCESSIBLE PARKING SYMBOL |
| X | NUMBER OF PARKING SPACES |
| WM | WATER METER (AND VAULT) |
| FH | FIRE HYDRANT |
| FDC | FIRE DEPARTMENT CONNECTION |
| MH | SANITARY SEWER MANHOLE |
| | JUNCTION BOX OR WYE INLET |
| | HEADWALL |
| TYP | TYPICAL |
| EX | EXISTING |
| PROP. | PROPOSED |

**NOTES:**

1. FIRE LANE DIMENSIONS FOR BUILDINGS LESS THAN 35' IN HEIGHT ARE A MINIMUM OF 24' WIDE WITH A MINIMUM 25' INSIDE RADIUS AND 49' OUTSIDE RADIUS.
2. ALL 90° PARKING STALLS ARE SHOWN TO BE 9' X 20' PER CITY OF SHERMAN REQUIREMENTS.
3. ALL SIDEWALKS SHOWN ARE 4'.
4. RESIDENTIAL TRASH SERVICE WILL BE PROVIDED BY THE CITY WITH INDIVIDUAL 96-GALLON CARTS AT EACH RESIDENCE.

## SITE DATA TABLE - WOODLAND COTTAGES

| | |
|---|---|
| CURRENT ZONING | C-2 |
| PROPOSED ZONING | MF-15 W/ S.U.P. |
| PROPOSED USE | SENIOR LIVING |
| LOT AREA | ± 585,133 SF / 13.433 AC |
| R.O.W. DEDICATION | ± 23,914 SF / 0.549 AC |
| MINIMUM LOT AREA | 2 AC |
| MINIMUM LOT DIMENSIONS | WIDTH: 85' / DEPTH: 100' |
| SETBACKS | FRONT, REAR, & SIDE SETBACK: 25' BORDERING R-6 ZONING: 40' |
| TOTAL BUILDING AREA | 154,570 SF |
| FLOOR-TO-AREA RATIO (FAR) | 0.26:1 |
| IMPERVIOUS COVER | 313,656 SF / 54% |
| LANDSCAPED AREA | 271,477 SF / 46% |
| TOTAL UNITS PROVIDED | 84 UNITS<br>*1BR - 20 UNITS; 2BR - 64 UNITS* |
| BUILDING HEIGHT | *23'-4" / 1-STORY* |
| MINIMUM FLOOR AREA PER DWELLING UNIT *(800 SF)* | *1-BR FLOOR AREA PROVIDED 948 SF*<br>*2-BR FLOOR AREA PROVIDED 1,449 SF* |
| PARKING REQUIRED *(2 SPACES / 2BR UNIT; 1.5 SPACES / 1BR UNIT; 158 SPACES)* | 175 SPACES PROVIDED *(64 GARAGE, 64 TANDEM, 47 SURFACE)* |

| No. | REVISIONS | DATE | BY |
|---|---|---|---|
| | | | |

Kimley»Horn
© 2017 KIMLEY-HORN AND ASSOCIATES, INC.
2600 N. CENTRAL EXPY, SUITE 400
RICHARDSON, TX 75080
PHONE: 214-617-0535
WWW.KIMLEY-HORN.COM TX F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer _SHAY GEACH
P.E. No. _____ Date _____

| KHA PROJECT 064532511 | | | |
|---|---|---|---|
| DATE | 05/13/2024 | | |
| SCALE | AS SHOWN | DESIGNED BY | SEG |
| | | DRAWN BY | MTD |
| | | CHECKED BY | SEG |

# WOODLAND COTTAGES
SHERMAN, TEXAS

# SITE PLAN

SHEET NUMBER
SP-1

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

IMAGES: BNDY2023 Dnd(2024.11 Last)-D2024 Last-04-HYBN Mod(-DT)
XREFS: xSno- xAtt- xBdy- xSite- xEsmt- xEsmt- xEsmt- xEsmt- xEsmt- xEsmt- xHtch- xSmn- xEsSite- xBfndy
PLOT TIME/BY: 5/13/2024 10:54 AM Shay Geach
PLOT DATE/BY: 5/13/2024 10:54 AM SHAY.GEACH
DWG PATH: K:\SHO_Dal\064532511 - CARBON SHERMAN SENIOR LIVING\DWG\PLAN SHEETS
DWG NAME: ARCHITECTURAL SITE PLAN.dwg

Building I

Woodland Cottages - Sherman TX

gsr | andrade ARCHITECTS

Building II

Woodland Cottages - Sherman TX

gsr | andrade ARCHITECTS



Building III

Woodland Cottages - Sherman TX

gsr | andrade ARCHITECTS



Building IV

Woodland Cottages - Sherman TX

gsr | andrade ARCHITECTS

Building V

Woodland Cottages - Sherman TX

gsr | andrade ARCHITECTS



Building VI

Woodland Cottages - Sherman TX

gsr | andrade ARCHITECTS




# Landscape Plan

## PLANT LEGEND

- LIVE OAK – 31
- CEDAR ELM – 56
- CHINQUAPIN OAK–9
- BUR OAK–9
- CHINESE PISTACHE–6
- CRAPE MYRTLE–30
- PURPLE CHASTE TREE–16
- TEXAS REDBUD–20

### GENERAL LANDSCAPE NOTES

1. All landscape areas are to be received within .1' of proposed finish grade and free from all trash and debris.
2. All trees are to be planted in pits twice the diameter of the tree ball and no deeper than the depth of the ball. Scarify all tree pit sides prior to planting. All trees are to be planted plumb and at or slightly above finish grade. All tree pits are to have a 3" watering saucer formed around the perimeter of the pit. All tree pits are to be top dressed with a 2" layer of shredded hardwood mulch. Stake and / or guy trees only at the direction of the landscape architect.
3. Rotovate the existing soil of all planting beds to a minimum depth of 6". Add a 3" layer of premium compost as supplied by Living Earth Technology and till into the top 3" of the existing soil. Install all shrubs 1" above finish grade and fertilize with Agri-form slow release fertilizer tablets at the manufacturer's recommended rates of application. Top dress all planting beds with a 2" layer of shredded hardwood mulch.
4. All planting beds not formed by a concrete curb or sidewalk are to edged with Steel Edging (1/8"x4" painted green) or an approved equal. All edging stakes are to be placed to the inside of the bed and the top of the edging is to be no less than 1" and no more than 1.5" above proposed finish grade.
5. All turf areas are to be hydromulch Bermudagrass, unless otherwise noted on the plan.
6. Hydromulch with Bermudagrass seed at a rate of two (2) pounds per one thousand (1,000) square feet. If installation occurs between September 1 and April 1, all hydromulch areas to be Winter Ryegrass at a rate of four (4) pounds per thousand square feet. Contractor shall be required to re-hydromulch with Bermudagrass the following growing season.
7. All sodded areas are to receive common bermuda sod laid parallel to the contour of the land. All sod on slopes greater than 1:4 is to be pinned with 1"x1"x12" wooden stakes. All sod is to be laid with tight joints and with all joints staggered. Roll all sod with a water ballast lawn roller upon installation and fertilize with a complete fertilizer (13-13-13) at the rate of 1.5# actual nitrogen per 1000 square feet. Water all sod thoroughly.
8. All irrigation meter(s) are to be by utility contractors as per local codes. Irrigation sleeves to be installed by licensed irrigation contractor as per the plan.
9. All irrigation controllers are to have mini-click freeze and rain stats installed as per manufacturer's recommendations.
10. All irrigation sleeves to be by licensed irrigation contractor. All sleeves to be PVC schedule 40 with 90 degree elbows on both ends with extensions protruding 18" above proposed finish grade.
11. All turf and planting beds to be zoned separately. All planting bed heads to be on 12" pop-up risers. All turf heads to be on 4" pop-up risers. All valves to be plastic valves. All equipment to be Rainbird or approved equal.
12. All mainline and lateral line to have a minimum of 12" of cover and to be SDR (class 200) pipe.
13. Quantities shown on plant list are landscape architect's estimate only and should be verified prior to bidding. Contractor shall be responsible for bidding and providing quantity of plants required at spacing designated for bed sizes and configurations shown on the plans regardless of quantities designated on plant list.

### IRRIGATION NOTES:

1. All landscaped areas shall be irrigated with an automatic irrigation system capable of providing the proper amount of water for the particular type of plant material used. Irrigation will be provided by an underground sprinkler system, or a subterranean drip system as approved by the City Arborist.
2. Automatic underground irrigation system shall be equipped with freeze guard set at 38 degrees F.
3. Areas of open space which contain preserved trees need not be irrigated if the City Arborist determines irrigation would be harmful to the preserved trees.

**Woodland Cottages - Sherman TX**
**Landscape Requirements**

**Street Frontage and Landscape Buffer**
1446 ln.ft. @ 15' Buffer = 21,6905 sf required buffer
Street Buffer provided = 21,690 SF
Houston St. : 733 Ln. Feet Heritage Parkway: 713 Ln. Feet
Canopy Trees Required: 2 / 1000 SF
Ornamental Trees Required : 2 / 1000 sf
Required Canopy Trees = 44 with no more than 25% of one species
Provided Canopy Trees = 44
9 Chinquapin Oak (Quercus Muhlenbergii) / 3" min. caliper as required by landscape ordinance
10 Cedar Elm (Ulmus Crassifolia) / 3" min. caliper as required by landscape ordinance
10 Live Oak (Quercus Virginiana) / 3" min. caliper as required by landscape ordinance
9 Bur Oak (Quercus Macrocarpa) / 3" min. caliper as required by landscape ordinance
6 Chinese Pistache (Pistachio Chinensis) / 3" min. caliper as required by landscape ordinance
44 Total Required and Provided
Required Ornamental Trees = 44
Provided Ornamental Trees = 44
20 Crape Myrtle (Lagestroemia Indica ) / MT 6'-8' ht
10 Purple Chaste Tree (Vitex Angustifolia ) MT 6'-8' ht
14 Texas Redbud (Cercis Texensis) MT 6'-8' ht
44 Total Required and Provided

**Compatibility Bufferyard for Single Family Residence(s) abutting development**
626 ln.ft. @ 15' Buffer = 9,390 sf required buffer
Compability Buffer provided >9,390 SF
Canopy Trees Required: 1 / 1000 SF
Ornamental Trees Required : 2 / 1000 sf
Required Canopy Trees = 10
Provided Canopy Trees = 12
7 Cedar Elm (Ulmus Crassifolia) / 3" min. caliper as required by landscape ordinance
3 Live Oak (Quercus Virginiana) / 3" min. caliper as required by landscape ordinance
10 Total Required and Provided
Required Ornamental Trees = 20
Provided Ornamental Trees = 20
10 Crape Myrtle (Lagestroemia Indica ) / MT 6'-8' ht
4 Purple Chaste Tree (Vitex Angustifolia ) MT 6'-8' ht
6 Texas Redbud (Cercis Texensis) MT 6'-8' ht
20 Total Required and Provided

**Offstreet Parking Requirements**
Total Parking and abutting Roadway: 19,800 s.f.
Total Landscape Area Required 10%- 1,980 SF
Total Landscape Area Provided - 1,980 SF
Total Parking Spaces provide: 168
Minimum Canopy Trees Required: 1 per 12 spaces = 14
Canopy Trees Provided: 39 (Required to meet 50" radius requirement)

**Tree Mitigation**
Total Caliper Inches to be mitigation on site: 332
Total Caliper Inches of Code Compliant Trees
93 trees @ 3" caliper 279
Total Caliper Inches to be Mitigated 53
Total Additional Trees @ 3" caliper required 18
18 Live Oak (quercus virginia) 3" cal

**Plant List**

| Qty. | Description | Size/Remarks |
|---|---|---|
| 31 | LIVE OAK (*Quercus Virginiana*) | 3" cal.min. / 10'-12' ht / 5'spd - container grown / single leader |
| 56 | CEDAR ELM (*Ulumus Crassifolia*) | 3" cal.min. / 10'-12' ht / 5'spd - container grown / single leader |
| 9 | CHINQUAPIN OAK (*Quercus Muhlenbergia*) | 3" cal.min. / 10'-12' ht / 5'spd - container grown / single leader |
| 9 | BURR OAK (*Quercus Macrophylla*) | 3" cal.min. / 10'-12' ht / 5'spd - container grown / single leader |
| 6 | CHINESE PISTACHIO (*Pistachio Chinensis*) | 3" cal.min. / 10'-12' ht / 5'spd - container grown / single leader |
| 30 | CRAPE MYRTLE (Lagestroemia Indica) | Container Grown / 3-5 trunks / 7'-9 ht / 5'spd. |
| 14 | OKLAHOMA REDUD (*Cercis Canadensis*) | Container Grown / 3-5 trunks / 7'-9 ht / 5'spd. |
| 20 | PURPLE CHASTE TREE (*Vitex Angustifolia*) | Container Grown / 3-5 trunks / 7'-9 ht / 5'spd. |

Date: 03-04-2024
Job: 2024-WC-SHERMAN.TX

**Revisions**

| Date | Description |
|---|---|
| 04-01-24 | City Comments |

STATE OF TEXAS · D. MARC FUNDERBURK · 879 · REGISTERED LANDSCAPE ARCHITECT · EMERITUS

electronically sealed 04-01-2024

# Woodland Cottages

A Landscape Development of CarbonLandmark Construction

West Houston Street

Sherman, TX

Date Completed: 02-23/24
Designed by: DMF
Checked by: DMF
Phase: Site Plan


**Crossroads Mgmt. LLC**
17120 Dallas Pkwy .#101
Dallas, TX 75248
972-250-2990


Sheet
LP1.0
LANDSCAPE PLAN

Kimley»Horn

*KHA Project No. 064532511*

April 1st, 2023

City of Sherman
Development Services Department
220 W Mulberry Street
Sherman, Texas 75090

RE: Woodland Cottages Site Plan and Zoning Change Comment Report
3400 Blk W Houston
Sherman, TX 75092

To whom it may concern:

Please accept this *Comment Response Letter* in reply to the City of Sherman's review, dated March 26th, 2024 regarding the above-referenced project. Original comments have been included below for reference. All Kimley-Horn responses are listed in ***red.***

Zoning

1. Notate Minimum Floor area of units. The total floor area of any dwelling unit shall not be less than 800 square feet. *(Sec. 14.02.011(4)(A))*
   ***Response: The smallest dwelling unit proposed is 948 sf, this information is now provided in the site data table on the Site Plan.***

2. Notate building height to peak of the roof. No building shall exceed 35 feet. *(Sec. 14.02.011(4)(D))*
   ***Response: The building is 23'-4" to the peak, this information is now provided un the site data table on the Site Plan.***

3. Notate parking space size. This can be notated in the tabulation on the Site Plan. Required parking spaces shall be a minimum of nine (9) feet wide and twenty (20) feet long. *(Sec. 14.04.003(3))*
   ***Response: Parking space sizes have been notated in plan view and with note #2 on the site plan.***

4. Notate distance between adjacent buildings. The minimum building separation between all buildings on the lot shall be ten (10) feet. *(Sec. 14.02.011(4)(I))*
   ***Response: Distance between adjacent buildings has been provided where necessary.***

Solid Waste

5. There is only one enclosure on the site plan. Our requirements are:
   65 – 200 units: Four enclosures 10.0 ft. wide by 10.0 ft. deep, two enclosures 20.0 ft. wide by 10.0 ft. deep, or one Compactor/roll-off enclosure 12 feet wide with the depth to be determined by the compactor/roll-off size selected.
   ***Response: We have updated the single trash enclosure to be 4-dumpster enclosures. The management onsite will provide a valet service that will transfer trash from individual units to the dumpsters onsite.***

Fire Services

6. If three story or greater than 30ft 26' fire lane required and 15-30 ft from building for full parallel length
   ***Response: Proposed buildings are 1-story, so we have provided a 24' fire lane. Note 1 on the site plan cites this portion of code.***

7. 100ft from hydrant to FDC
   ***Response: Acknowledged.***

8. 600 ft from hydrant depending on sprinkler system
   ***Response: Acknowledged, all buildings on site will be sprinklered.***

9. Knox access if gates are present
   ***Response: Acknowledged, a callout has been provided with the gate to clarify knox access.***

10. 10 ft unobstructed path around buildings and 200' maximum hose lay length for sprinklered and 150' maximum on non-sprinklered
    ***Response: Acknowledged, all buildings are sprinklered. See buildings 5, 7, and 11 for examples of hose-lay distance compliance.***

11. Two access points
    ***Response: Per our pre-development meeting with the City of Sherman on October 5th, 2023, two points of access would not be required on this site since all buildings will be sprinklered.***

Please notate Fire Services Site Plan Detail Requirements (as applicable):

1. All Fire Lanes Marked
   ***Acknowledged and shown.***
2. Fire Lane Width Noted
   ***Acknowledged and shown.***
3. Fire Lane Turning Radius Noted
   ***Acknowledged and shown.***
4. Hydrant Locations
   ***Acknowledged and shown.***
5. All Drive Through & Walk Through Gate Locations
   ***Acknowledged and shown.***
6. All K2 Knox Switches & Knox Box Locations
   ***Acknowledged and shown.***
7. Notification of Building's Highest Peak Measurement
   ***Acknowledged and shown on the site data table on the site plan.***

*Additional if the building is equipped throughout with an approved automatic sprinkler system.

- FDC Locations

***Acknowledged and shown.***

- Exterior Riser Room Door Locations

***Acknowledged and shown.***

Please contact me at (214) 617-0535 if additional information is required.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Michaelann Durden

Michaelann Durden, P.E.
Project Manager

Margie Morris
420 Ridgeview Road
Sherman, TX 75092-7737

RE: #24-001001 @ 3400 W Houston, Sherman

April 7, 2024

To Sherman Planning & Zoning Commission Board:

Kindly consider this an objection to the proposed zoning change, #24-001001. While I appreciate thoughtful decisions regarding carefully planned growth in our city, our area of town is becoming inundated with apartments which is already affecting traffic, reducing greenspace, and creating crowding problems.

**Traffic** – Situated at the corner of Highway 56 and FM 1417, the property is located close to a school zone just west of Ridgeview Rd on Hwy 56 and, of course, the high school farther south on FM 1417. Directly east of the property is Master Key Ministries which offers food distribution, that creates backup on the shoulder of FM 1417 north for a considerable distance. North and south of the property on both east and west sides of FM 1417 there are already numerous apartments with additional multi-family homes being built. Of course, there is the new development just to the west of Ridgeview Rd on Highway 56 that will bring additional homes with egress only on to Hwy 56, just as it is with Ridgeview Rd. Depending on the time of day, it can already be challenging to access Hwy 56 from Ridgeview Rd. We have packed enough housing into our small space.

**Safety** – Obviously, the more cars you have entering and exiting busy thoroughfares within a compressed area, the more safety concerns arise. Aside from the previously mentioned schools, there are two others within a mile or so (Wakefield and Sory). There is the Woodman Circle property awaiting development and the acreage on the northwest corner of the Hwy 56 & FM 1417 intersection. Additionally, that intersection is where FM 1417 becomes two lanes, which has created some confusion and will likely continue to be a bottleneck until further improvements are made.

**Noise** – It increases as the population in a concentrated area does. Do Sherman residents care about hearing the birds? If not, does the increase in sirens disturb anyone? I hesitate to bring this up because the noise/dust/lights with the temporary cement batch plant west of Ridgeview Rd didn't seem to bother anyone except those of us who lived next to it. Thank goodness it was, indeed, temporary, but still….

Which is my closing point. **What does Sherman want to be when we grow up?** The decisions being made now are mapping the future. You know that, of course. I ask you to vote accordingly. Thank you.

PS: It's been said the greatest way to affect change is to show up (preferably in large numbers) and make plenty of noise. I've been involved in Sherman since moving here in 1979. I'm tired. This is me participating, waving my arms. 😊 Respectfully, of course.

# SHERMAN CITY COUNCIL
## Agenda Communication Form

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

**Meeting Date:** 5/20/2024

**Prepared By:** Rob Rae, Developmental Services Director

**Approved By:** Robby Hefton, City Manager

**Caption:**

**INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6721**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Dwellings, Single-family for Rent (build-to-rent) in a MF-15 (Multi Family Residential) District, Located In The 3400 Block West Houston Street, Consisting Of 13.982 acres in the Elizabeth Jones Survey, Abstract No. 625 and being a portion of a called 28.989 acre tract in the FM 1417 Overlay District, City Of Sherman, Grayson County, Texas; Harvest Time Assembly of God Church (Owner), Shay Geach, P.E. (Representative) and Kimley Horn (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

**Issue:**

Consideration of a Specific Use Permit for 13.982 acres of land located in the 3400 Block West Houston Street to allow Dwellings, single-family for rent (build-to-rent) in an MF-15 (Multi-Family Residential) District.

**Background:**

The property is located in the 3400 Block West Houston Street at the intersection of West Houston Street and South FM 1417 (Heritage Parkway). The owner is requesting a Specific Use Permit to allow Dwellings, single-family for rent (build-to-rent) in an MF-15 (Multi-Family Residential) District, the property of which is to be used for development of a senior living community.

The Definition of Single-family for rent (Build-to-rent) is as follows:
Dwelling, single-family for rent (build-to-rent). A single-family dwelling within a unified development with at least four (4) single-family attached or single-family detached dwellings on one platted lot. A single-family for rent (build-to-rent) dwelling does not include a multifamily dwelling. (Sherman Zoning Ordinance, Section 14.08.001 Definitions)

The proposed site plan does identify 1 duplex building (2 units) and 4 four-plex buildings (4 units in each). Because this site plan includes 5 buildings in total that are categorized as single-family attached, this site plan falls under the single-family for rent (build-to-rent) definition, thus requiring a Specific Use Permit.

**Origination:**

Harvest Time Assembly of God Church (Owner)
Shay Geach, P.E. (Representative)
Kimley Horn (Surveyor)

**Financial Consideration:**

None

**Staff Recommendation:**
At the April 16, 2024 regular meeting, the Planning and Zoning Commission voted 5/1 to recommend to City Council that the Specific Use Permit be approved subject to the Staff Review Letter and must be used as an age-restricted multi-family development. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve the Specific Use Permit based on the following conditions:**

1. **Council approves the zone change from C-2 to MF-15.**
2. **The developer files an age-restricted deed restriction, in a form approved by the Development Services Director, on the property with the County prior to building permit issuance.**

**Alternatives:**
The City Council could deny the request.

---

**Attachments:**
1. Ordinance No. 6721
2. Exhibit A - Survey
3. Exhibit B - Site Plan
4. Exhibit C - Landscape Plan
5. Location Map
6. Zoning Map
7. Future Landuse Map
8. Property Notification Signs
9. Narrative
10. Comment Response Letter
11. Elevations
12. Staff Review Letter
13. Opposition Email - Morris

**ORDINANCE NO. 6721**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A DWELLING, SINGLE-FAMILY FOR RENT (BUILD-TO-RENT) IN A MF-15 (MULTI FAMILY RESIDENTIAL) DISTRICT, LOCATED IN THE 3400 BLOCK WEST HOUSTON STREET, CONSISTING OF 13.982 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 AND BEING A PORTION OF A CALLED 28.989 ACRE TRACT IN THE FM 1417 OVERLAY DISTRICT, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS HARVEST TIME ASSEMBLY OF GOD CHURCH (OWNER), SHAY GEACH, P.E. (REPRESENTATIVE) AND KIMLEY HORN (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW**

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

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

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

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

**SECTION 1.** That, from and after the effective date of this Ordinance, the property located in the 3400 Block West Houston Street, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Dwelling, single-family for rent (build-to-rent), subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property highlighted in gray on **Exhibit A – Survey and Legal Description**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. *(Code of Ordinances Chapter 3.02(c))*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
5. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
6. The property must be properly maintained in a state of good repair and neat appearance.
7. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
8. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
9. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
10. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
11. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.
12. A second emergency access drive shall be required in addition to the main entrance off of State Highway 56.

Engineering

13. Platting of the property is required. Code of Ordinances Chapter10.02.002(a)(1); Texas Local Government Code Title 1, Sec. 212.004
14. Right of Way along FM 1417 will be required upon platting of subject property. Coordinate with the Engineering Department for exact right of way dimensions. Code of Ordinances Chapter 10.03.0039b)(K)
15. Right of Way along Houston Street (S.H. 56) will be required upon platting of subject property. Coordinate with the Engineering Department for exact right of way dimensions. Code of Ordinances Chapter 10.03.0039b)(K)
16. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman

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

17. Traffic Impact Analysis may be required with civil plans. Coordinate with Engineering Department for requirements and approved Traffic Consultant.
18. Internal water and wastewater lines will be privately owned and maintained.
19. Verify wastewater capacity for proposed use. Upgrade of wastewater infrastructure by developer may be required. Code of Ordinances 10.03.003(h)(5); 10.03.003(h)(9)
20. Privately owned and maintained detention in accordance with City criteria is required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. Ownership and Maintenance information to be shown on plat. Code of Ordinances Chapter 10.03.003(i)
21. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be found in the Development Guide on the City of Sherman website. Code of Ordinances Chapter 10.03.006(b)

Additional Conditions:

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

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

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

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

**SECTION 6.** That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

**SECTION 7.** That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 8.** That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

**SECTION 9.** That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

**SECTION 10.** That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

**INTRODUCED** on this the 20th day of May 2024.

**ADOPTED** on this the 20th day of May 2024.

**EFFECTIVE DATE** on this the 20th day of May 2024.

**CITY OF SHERMAN, TEXAS**

**BY:** _____
**DAVID PLYLER, MAYOR**

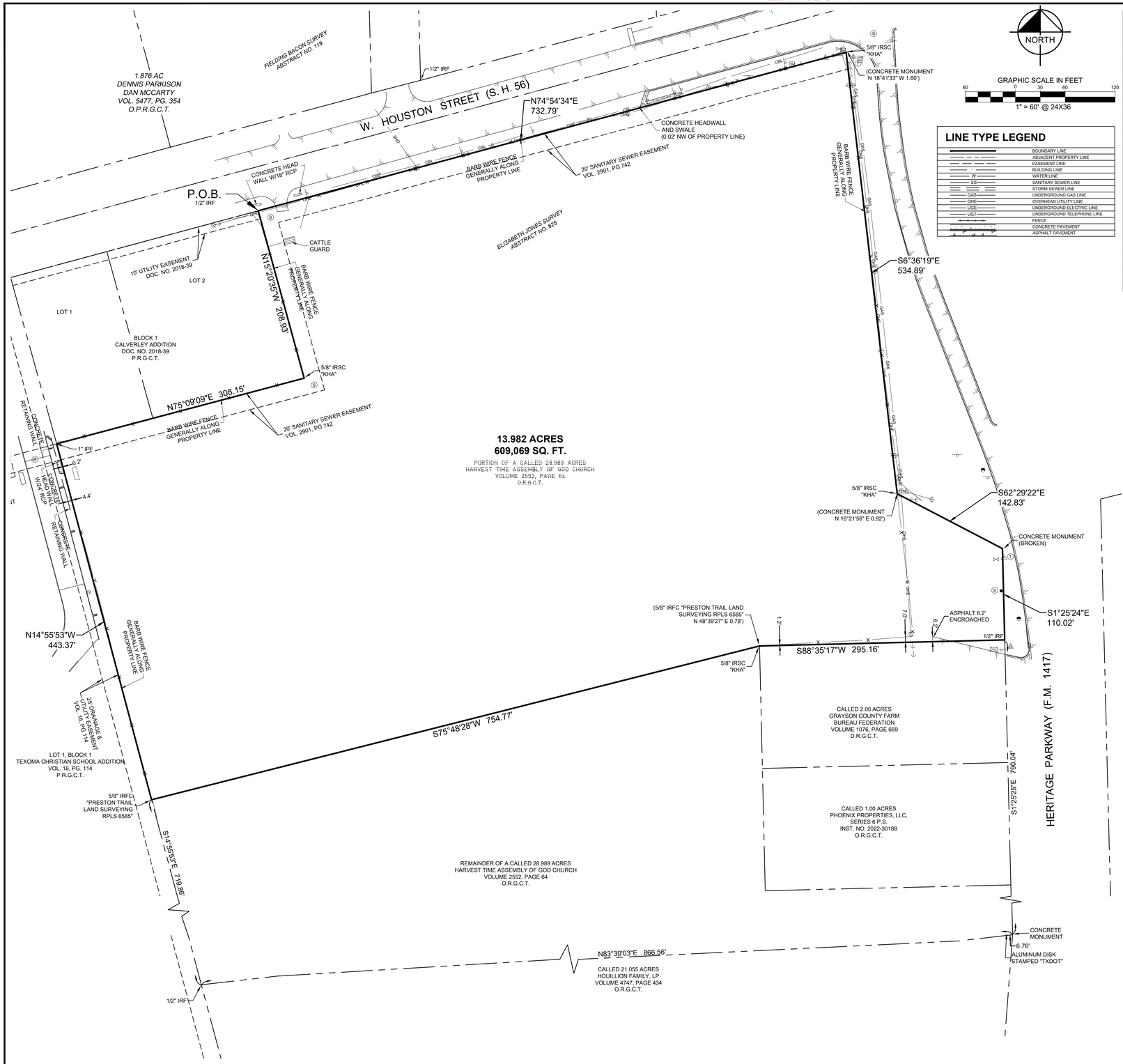
**ATTEST:**

**BY:** _____
**LINDA ASHBY, CITY CLERK**

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

**BY:** _____
**RYAN D. PITTMAN, CITY ATTORNEY**

# EXHIBIT A




NORTH

GRAPHIC SCALE IN FEET

60 0 30 60 120

1" = 60' @ 24X36

## LINE TYPE LEGEND

| | |
|---|---|
| | BOUNDARY LINE |
| | ADJACENT PROPERTY LINE |
| | EASEMENT LINE |
| | BUILDING LINE |
| W | WATER LINE |
| SS | SANITARY SEWER LINE |
| STM | STORM SEWER LINE |
| GAS | UNDERGROUND GAS LINE |
| OHE | OVERHEAD UTILITY LINE |
| UGE | UNDERGROUND ELECTRIC LINE |
| UGT | UNDERGROUND TELEPHONE LINE |
| | FENCE |
| | CONCRETE PAVEMENT |
| | ASPHALT PAVEMENT |

## LEGEND

| | | | |
|---|---|---|---|
| | BOX OR PEDESTAL | C | COMMUNICATIONS |
| | HANDHOLE | E | ELECTRIC OR POWER |
| | MANHOLE | F | FIBER OPTIC |
| | MARKER SIGN | G | NATURAL GAS |
| | METER | P | PETROLEUM OR PIPELINE |
| | MARKER PINFLAG | R | RAILROAD |
| | POLE | S | SAN. SEWER OR WASTEWATER |
| | STORAGE TANK | D | STORM SEWER |
| | VALVE (EXCEPT WATER) | T | TELEPHONE |
| | VAULT | TR | TRAFFIC |
| | WELL | U | UNIDENTIFIED |
| TV | CABLE TV | W | WATER |
| | ROOF DRAIN | | SECURITY CAMERA |
| | ELEVATION BENCHMARK | | SANITARY SEWER BOX |
| | FLOW DIRECTION | | SANITARY SEWER CLEAN OUT |
| | MONITORING WELL | | SANITARY SEWER LIFT STATION |
| | FUEL TANK | | STORM SEWER DRAIN |
| | FLOOD LIGHT | | TRAFFIC BARRIER |
| | GUY ANCHOR | | TRAFFIC BOLLARD |
| | GUY ANCHOR POLE | | TRAFFIC CAMERA |
| | UTILITY POLE | | TRAFFIC SENSOR |
| | ELECTRIC SWITCH | | TRAFFIC SIGNAL |
| | ELECTRIC TRANSFORMER | | TRASH BIN |
| | HANDICAPPED PARKING | | TREE |
| | PARKING METER | | WATER BOX |
| | RAILROAD SIGNAL | | FIRE SPRINKLER CONNECTION |
| | RAILROAD SIGN | | FIRE HYDRANT |
| | SIGN | | WATER VALVE |
| | MARQUEE/BILLBOARD | | AIR RELEASE VALVE |
| | A/C UNIT | | WATER WELL |
| | BASKET BALL GOAL | IRSC | 5/8" IRON ROD W/ "KHA" CAP SET |
| | GOAL POST | IRFC | IRON ROD WITH CAP FOUND |
| | GREASE TRAP | IRF | IRON ROD FOUND |
| | IRRIGATION VALVE | XS | "X" CUT IN CONCRETE SET |
| | LIGHT STANDARD | XF | "X" CUT IN CONCRETE FOUND |
| | MAIL BOX | P.O.B. | POINT OF BEGINNING |
| | NEWS STAND | P.O.C. | POINT OF COMMENCING |
| | PHONE BOOTH | | |

**PROPERTY DESCRIPTION**

**BEING** a tract of land situated in the Elizabeth Jones Survey, Abstract Number 625, Grayson County, Texas and being a portion of a called 28.989-acre tract of land described in the deed to Harvest Time Assembly of God Church, recorded in Volume 2552, Page 64, Official Public Records of Grayson County, Texas, and being more particularly described by the metes and bounds as follows:

**BEGINNING** at a 1/2" iron rod found for the northwest corner of said 28.989-acre tract, the northeast corner of Block 1, Lot 2 of Calverley Addition, an addition to the City of Sherman, Texas in the plat thereof recorded in Document Number 2018-39, Plat Records of Grayson County, Texas same being in the southeasterly right-of-way of West Houston Street (also known as State Highway 56) (a 100-foot right-of-way);

**THENCE** North 74°54'34" East, with the common line of said 28.989-acre tract and said West Houston Street, a distance of 732.79 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the northeast corner of said 28.989-acre tract, and at the intersection of the southeasterly right-of-way of said West Houston Street and the northwesterly right-of-way of Heritage Parkway (also known as Farm to Market 1417) (a variable width right-of-way); from which a concrete monument bears North 18°41'33" West, a distance of 1.60 feet;

**THENCE** with the northwesterly right-of-way line of said Heritage Parkway common with the easterly line of said 28.989-acre tract the following courses and distances:

South 06°36'19" East, a distance of 534.89 feet to a 5/8" iron rod with plastic cap stamped "KHA" set, from which a concrete monument bears North 16°21'56" East, a distance of 0.92 feet;

South 62°29'22" East, a distance of 142.83 feet to a concrete monument found (broken) for corner;

South 01°25'24" East, a distance of 110.02 feet to a 1/2" iron rod found for the easterly corner of said 28.989-acre tract same being the northeast corner of a called 2.00-acre tract described in the deed to Grayson County Farm Bureau Federation, recorded in Volume 1076, Page 669, Deed Records of Grayson County, Texas; from which a concrete monument found for the southeast corner of said 28.989-acre tract bears South 01°25'25" East, a distance of 790.04 feet;

**THENCE** South 88°35'17" West, departing said common line, with the north line of said 2.00-acre tract same being the northernmost re-entrant line of said 28.989-acre tract, a distance of 295.16 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the northwest corner of said 2.00-acre tract, from which a 5/8" iron rod with plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" found bears North 48°39'27" East, a distance of 0.78 feet;

**THENCE** South 75°48'28" West, over and across said 28.989-acre tract, a distance of 754.77 feet to a 5/8" iron rod with plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" found on the west line of said 28.989-acre tract same being on the east line of Block 1, Lot 1, of Texoma Christian School Addition, an addition to the City of Sherman, Texas in the plat thereof recorded in Volume 16, Page 114, Plat Records of Grayson County, Texas; from which a 1/2" iron rod found for the southwest corner of said 28.989-acre tract bears South 14°55'40" East, a distance of 719.85 feet;

**THENCE** North 14°55'53" West, with the common line of said 28.989-acre tract and said Lot 1, Block 1 (Texoma Christian School Addition), a distance of 443.37 feet to a 1" iron pipe found for the west corner of said 28.989-acre tract and the southwest corner of Block 1, Lot 1 of aforementioned Calverley Addition;

**THENCE** North 75°09'09" East, with the south line of Block 1, Lot 1 and Lot 2 of said Calverley Addition, a distance of 308.15 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the southeast corner of said Lot 2;

**THENCE** North 15°20'35" West, with the east line of said Lot 2, a distance of 208.93 feet to the **POINT OF BEGINNING** and containing a computed area of 609,069 square feet or 13.982 acres of land, more or less.

**SURVEYORS CERTIFICATION:**

To:

I hereby certify that this survey substantially complies with the current Texas Board of Engineers and Land Surveyors Standards and Specifications.

Survey Date: February, 2024


Michael B. Marx
Registered Professional Land Surveyor No. 5181
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Ph. 972-335-3580
michael.marx@kimley-horn.com


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

**NOTES:**

1. There are no buildings observed on the surveyed property.
2. The surveyed property does not appear to be in use as a dump, sump or sanitary landfill.
3. No visible evidence of current earth moving work, building construction or building additions were observed at the time of survey.
4. No wetland markings were observed at the time of survey.
5. There are no known proposed changes in street right-of-way lines.
6. No cemeteries or burial grounds were observed at the time of survey.
7. The surveyor did not abstract the surveyed property. This survey was performed without the benefit of a current title abstract.
8. All bearings shown are based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983 (2011).

**FLOOD STATEMENT:**

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48181C0270G for Grayson County, Texas and incorporated areas, dated September 1, 2022 this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain"

# LAND TITLE SURVEY

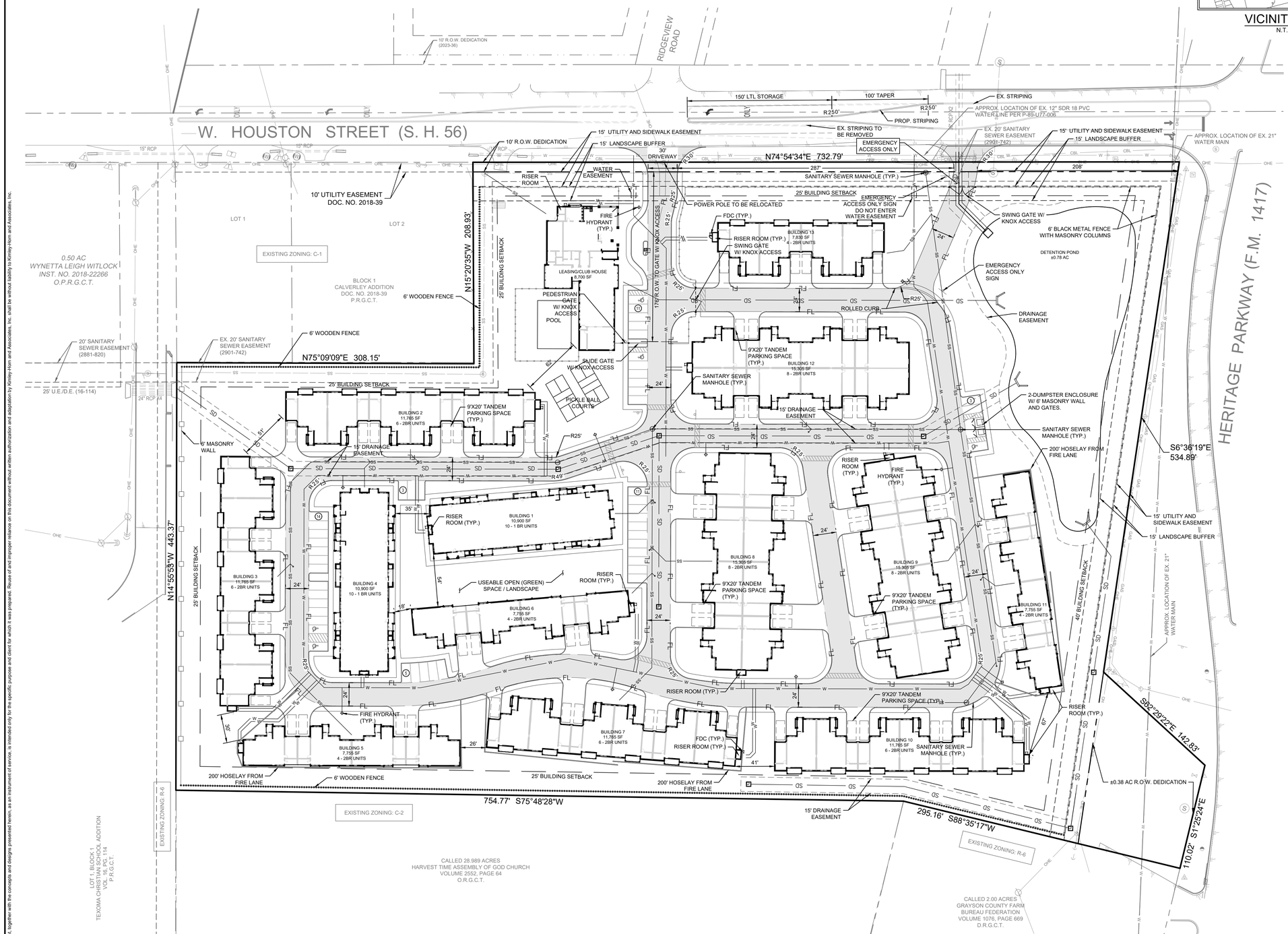
13.982 ACRES
TBD WEST HOUSTON STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

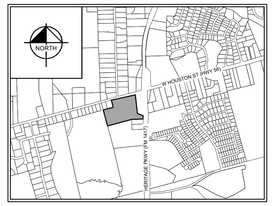

Kimley»Horn
13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820


| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 60' | CLS | MBM | Feb. 2024 | 064532511 | 1 OF 1 |


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DWG NAME: K:\FR_SURVEY\064532511-SWC SH 56 AND FM 1417-SHERMAN\DWG\064532511 SURVEY.DWG PLOTTED BY: MARX, MICHAEL 2/29/2024 1:44 PM LAST SAVED: 2/29/2024 4:53 PM




VICINITY MAP
N.T.S.

N
W E
S

0 50' 100'
GRAPHIC SCALE 50'

## LEGEND

| | |
|---|---|
| FL / FL | PROPOSED FIRE LANE |
| | PROPERTY LINE |
| | SETBACK LINE |
| | EASEMENT LINE |
| | MASONRY SCREENING WALL |
| | WOODEN FENCE |
| | PROPOSED METAL FENCE |
| FL | PROPOSED FIRE LANE |
| SS | PROPOSED SANITARY SEWER LINE |
| W | PROPOSED WATER LINE |
| SD | PROPOSED STORM LINE |
| | BARRIER FREE RAMP (BFR) |
| | ACCESSIBLE PARKING SYMBOL |
| X | NUMBER OF PARKING SPACES |
| WM | WATER METER (AND VAULT) |
| FH | FIRE HYDRANT |
| FDC | FIRE DEPARTMENT CONNECTION |
| MH | SANITARY SEWER MANHOLE |
| | JUNCTION BOX OR WYE INLET |
| | HEADWALL |
| TYP | TYPICAL |
| EX | EXISTING |
| PROP. | PROPOSED |

**NOTES:**

1. FIRE LANE DIMENSIONS FOR BUILDINGS LESS THAN 35' IN HEIGHT ARE A MINIMUM OF 24' WIDE WITH A MINIMUM 25' INSIDE RADIUS AND 49' OUTSIDE RADIUS.
2. ALL 90° PARKING STALLS ARE SHOWN TO BE 9' X 20' PER CITY OF SHERMAN REQUIREMENTS.
3. ALL SIDEWALKS SHOWN ARE 4'.
4. RESIDENTIAL TRASH SERVICE WILL BE PROVIDED BY THE CITY WITH INDIVIDUAL 96-GALLON CARTS AT EACH RESIDENCE.

**SITE DATA TABLE - WOODLAND COTTAGES**

| | |
|---|---|
| CURRENT ZONING | C-2 |
| PROPOSED ZONING | MF-15 W/ S.U.P. |
| PROPOSED USE | SENIOR LIVING |
| LOT AREA | ± 585,133 SF / 13.433 AC |
| R.O.W. DEDICATION | ± 23,914 SF / 0.549 AC |
| MINIMUM LOT AREA | 2 AC |
| MINIMUM LOT DIMENSIONS | WIDTH: 85' / DEPTH: 100' |
| SETBACKS | FRONT, REAR, & SIDE SETBACK: 25' BORDERING R-6 ZONING: 40' |
| TOTAL BUILDING AREA | 154,570 SF |
| FLOOR-TO-AREA RATIO (FAR) | 0.26:1 |
| IMPERVIOUS COVER | 313,656 SF / 54% |
| LANDSCAPED AREA | 271,477 SF / 46% |
| TOTAL UNITS PROVIDED | 84 UNITS<br>*1BR - 20 UNITS; 2BR - 64 UNITS* |
| BUILDING HEIGHT | *23'-4" / 1-STORY* |
| MINIMUM FLOOR AREA PER DWELLING UNIT<br>*(800 SF)* | *1-BR FLOOR AREA PROVIDED*<br>*948 SF*<br>*2-BR FLOOR AREA PROVIDED*<br>*1,449 SF* |
| PARKING REQUIRED<br>*(2 SPACES / 2BR UNIT; 1.5 SPACES / 1BR UNIT; 158 SPACES)* | 175 SPACES PROVIDED<br>*(64 GARAGE, 64 TANDEM, 47 SURFACE)* |

| No. | REVISIONS | DATE | BY |
|---|---|---|---|
| | | | |

Kimley»Horn
© 2017 KIMLEY-HORN AND ASSOCIATES, INC.
2600 N. CENTRAL EXPY, SUITE 400
RICHARDSON, TX 75080
PHONE: 214-617-0535
WWW.KIMLEY-HORN.COM TX F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer _SHAY GEACH
P.E. No. _____ Date _____

| | |
|---|---|
| KHA PROJECT | 064532511 |
| DATE | 05/13/2024 |
| SCALE | AS SHOWN |
| DESIGNED BY | SEG |
| DRAWN BY | MTD |
| CHECKED BY | SEG |

WOODLAND COTTAGES
SHERMAN, TEXAS

SITE PLAN

SHEET NUMBER
SP-1

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

IMAGES BY2022001 Proj2022001 (Land-Xref)(No Map).DWG
XREFS xSurv - x24 - xBld - xSite - xEsmt - xEsmt - xEsmt - xEsmt - xEsmt - xHtch - xSrm - xEsSite - xBndy
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DWG LAST SAVED BY SHAY.GEACH
XREF NAME ...\Xrefs\Proj2022001 (Land-Xref)(No Map).dwg

# EXHIBIT C




# Landscape Plan

## PLANT LEGEND

- LIVE OAK – 31
- CEDAR ELM – 56
- CHINQUAPIN OAK–9
- BUR OAK–9
- CHINESE PISTACHE–6
- CRAPE MYRTLE–30
- PURPLE CHASTE TREE–16
- TEXAS REDBUD–20

### GENERAL LANDSCAPE NOTES

1. All landscape areas are to be received within .1' of proposed finish grade and free from all trash and debris.
2. All trees are to be planted in pits twice the diameter of the tree ball and no deeper than the depth of the ball. Scarify all tree pit sides prior to planting. All trees are to be planted plumb and at or slightly above finish grade. All tree pits are to have a 3" watering saucer formed around the perimeter of the pit. All tree pits are to be top dressed with a 2" layer of shredded hardwood mulch. Stake and / or guy trees only at the direction of the landscape architect.
3. Rotovate the existing soil of all planting beds to a minimum depth of 6". Add a 3" layer of premium compost as supplied by Living Earth Technology and till into the top 3" of the existing soil. Install all shrubs 1" above finish grade and fertilize with Agri-form slow release fertilizer tablets at the manufacturer's recommended rates of application. Top dress all planting beds with a 2" layer of shredded hardwood mulch.
4. All planting beds not formed by a concrete curb or sidewalk are to edged with Steel Edging (1/8"x4" painted green) or an approved equal. All edging stakes are to be placed to the inside of the bed and the top of the edging is to be no less than 1" and no more than 1.5" above proposed finish grade.
5. All turf areas are to be hydromulch Bermudagrass, unless otherwise noted on the plan.
6. Hydromulch with Bermudagrass seed at a rate of two (2) pounds per one thousand (1,000) square feet. If installation occurs between September 1 and April 1, all hydromulch areas to be Winter Ryegrass at a rate of four (4) pounds per thousand square feet. Contractor shall be required to re-hydromulch with Bermudagrass the following growing season.
7. All sodded areas are to receive common bermuda sod laid parallel to the contour of the land. All sod on slopes greater than 1:4 is to be pinned with 1"x1"x12" wooden stakes. All sod is to be laid with tight joints and with all joints staggered. Roll all sod with a water ballast lawn roller upon installation and fertilize with a complete fertilizer (13-13-13) at the rate of 1.5# actual nitrogen per 1000 square feet. Water all sod thoroughly.
8. All irrigation meter(s) are to be by utility contractors as per local codes. Irrigation sleeves to be installed by licensed irrigation contractor as per the plan.
9. All irrigation controllers are to have mini-click freeze and rain stats installed as per manufacturer's recommendations.
10. All irrigation sleeves to be by licensed irrigation contractor. All sleeves to be PVC schedule 40 with 90 degree elbows on both ends with extensions protruding 18" above proposed finish grade.
11. All turf and planting beds to be zoned separately. All planting bed heads to be on 12" pop-up risers. All turf heads to be on 4" pop-up risers. All valves to be plastic valves. All equipment to be Rainbird or approved equal.
12. All mainline and lateral line to have a minimum of 12" of cover and to be SDR (class 200) pipe.
13. Quantities shown on plant list are landscape architect's estimate only and should be verified prior to bidding. Contractor shall be responsible for bidding and providing quantity of plants required at spacing designated for bed sizes and configurations shown on the plans regardless of quantities designated on plant list.

### IRRIGATION NOTES:

1. All landscaped areas shall be irrigated with an automatic irrigation system capable of providing the proper amount of water for the particular type of plant material used. Irrigation will be provided by an underground sprinkler system, or a subterranean drip system as approved by the City Arborist.
2. Automatic underground irrigation system shall be equipped with freeze guard set at 38 degrees F.
3. Areas of open space which contain preserved trees need not be irrigated if the City Arborist determines irrigation would be harmful to the preserved trees.

**Woodland Cottages - Sherman TX**
**Landscape Requirements**

**Street Frontage and Landscape Buffer**
1446 ln.ft. @ 15' Buffer = 21,6905 sf required buffer
Street Buffer provided = 21,690 SF
Houston St. : 733 Ln. Feet Heritage Parkway: 713 Ln. Feet
Canopy Trees Required: 2 / 1000 SF
Ornamental Trees Required : 2 / 1000 sf
Required Canopy Trees = 44 with no more than 25% of one species
Provided Canopy Trees = 44
- 9 Chinquapin Oak (Quercus Muhlenbergii) / 3" min. caliper as required by landscape ordinance
- 10 Cedar Elm (Ulmus Crassifolia) / 3" min. caliper as required by landscape ordinance
- 10 Live Oak (Quercus Virginiana) / 3" min. caliper as required by landscape ordinance
- 9 Bur Oak (Quercus Macrocarpa) / 3" min. caliper as required by landscape ordinance
- 6 Chinese Pistache (Pistachio Chinensis) / 3" min. caliper as required by landscape ordinance
- 44 Total Required and Provided

Required Ornamental Trees = 44
Provided Ornamental Trees = 44
- 20 Crape Myrtle (Lagestroemia Indica ) / MT 6'-8' ht
- 10 Purple Chaste Tree (Vitex Angustifolia ) MT 6'-8' ht
- 14 Texas Redbud (Cercis Texensis) MT 6'-8' ht
- 44 Total Required and Provided

**Compatibility Bufferyard for Single Family Residence(s) abutting development**
626 ln.ft. @ 15' Buffer = 9,390 sf required buffer
Compability Buffer provided >9,390 SF

Canopy Trees Required: 1 / 1000 SF
Ornamental Trees Required : 2 / 1000 sf
Required Canopy Trees = 10
Provided Canopy Trees = 12
- 7 Cedar Elm (Ulmus Crassifolia) / 3" min. caliper as required by landscape ordinance
- 3 Live Oak (Quercus Virginiana) / 3" min. caliper as required by landscape ordinance
- 10 Total Required and Provided

Required Ornamental Trees = 20
Provided Ornamental Trees = 20
- 10 Crape Myrtle (Lagestroemia Indica ) / MT 6'-8' ht
- 4 Purple Chaste Tree (Vitex Angustifolia ) MT 6'-8' ht
- 6 Texas Redbud (Cercis Texensis) MT 6'-8' ht
- 20 Total Required and Provided

**Offstreet Parking Requirements**
Total Parking and abutting Roadway: 19,800 s.f.
Total Landscape Area Required 10%- 1,980 SF
Total Landscape Area Provided - 1,980 SF

Total Parking Spaces provide: 168
Minimum Canopy Trees Required: 1 per 12 spaces = 14
Canopy Trees Provided: 39 (Required to meet 50" radius requirement)

**Tree Mitigation**

| | | |
|---|---|---|
| Total Caliper Inches to be mitigation on site: | | 332 |
| Total Caliper Inches of Code Compliant Trees 93 trees @ 3" caliper | | 279 |
| Total Caliper Inches to be Mitigated | | 53 |
| Total Additional Trees @ 3" caliper required | | 18 |
| 18 Live Oak (quercus virginia) | 3" cal | |

**Plant List**

| Qty. | Description | Size/Remarks |
|---|---|---|
| 31 | LIVE OAK (*Quercus Virginiana*) | 3" cal.min. / 10'-12' ht / 5'spd - container grown / single leader |
| 56 | CEDAR ELM (*Ulumus Crassifolia*) | 3" cal.min. / 10'-12' ht / 5'spd - container grown / single leader |
| 9 | CHINQUAPIN OAK, (*Quercus Muhlenbergia*) | 3" cal.min. / 10'-12' ht / 5'spd - container grown / single leader |
| 9 | BURR OAK (*Quercus Macrophylla*) | 3" cal.min. / 10'-12' ht / 5'spd - container grown / single leader |
| 6 | CHINESE PISTACHIO (*Pistachio Chinensis*) | 3" cal.min. / 10'-12' ht / 5'spd - container grown / single leader |
| 30 | CRAPE MYRTLE (Lagestroemia Indica) | Container Grown / 3-5 trunks / 7'-9 ht / 5'spd. |
| 14 | OKLAHOMA REDUD (*Cercis Canadensis*) | Container Grown / 3-5 trunks / 7'-9 ht / 5'spd. |
| 20 | PURPLE CHASTE TREE (*Vitex Angustifolia*) | Container Grown / 3-5 trunks / 7'-9 ht / 5'spd. |

Date: 03-04-2024
Job: 2024-WC-SHERMAN.TX

**Revisions**

| Date | Description |
|---|---|
| 04-01-24 | City Comments |

STATE OF TEXAS · MARC FUNDERBURK · 879 · REGISTERED LANDSCAPE ARCHITECT · EMERITUS

electronically sealed 04-01-2024

# Woodland Cottages

A Landscape Development of CarbonLandmark Construction

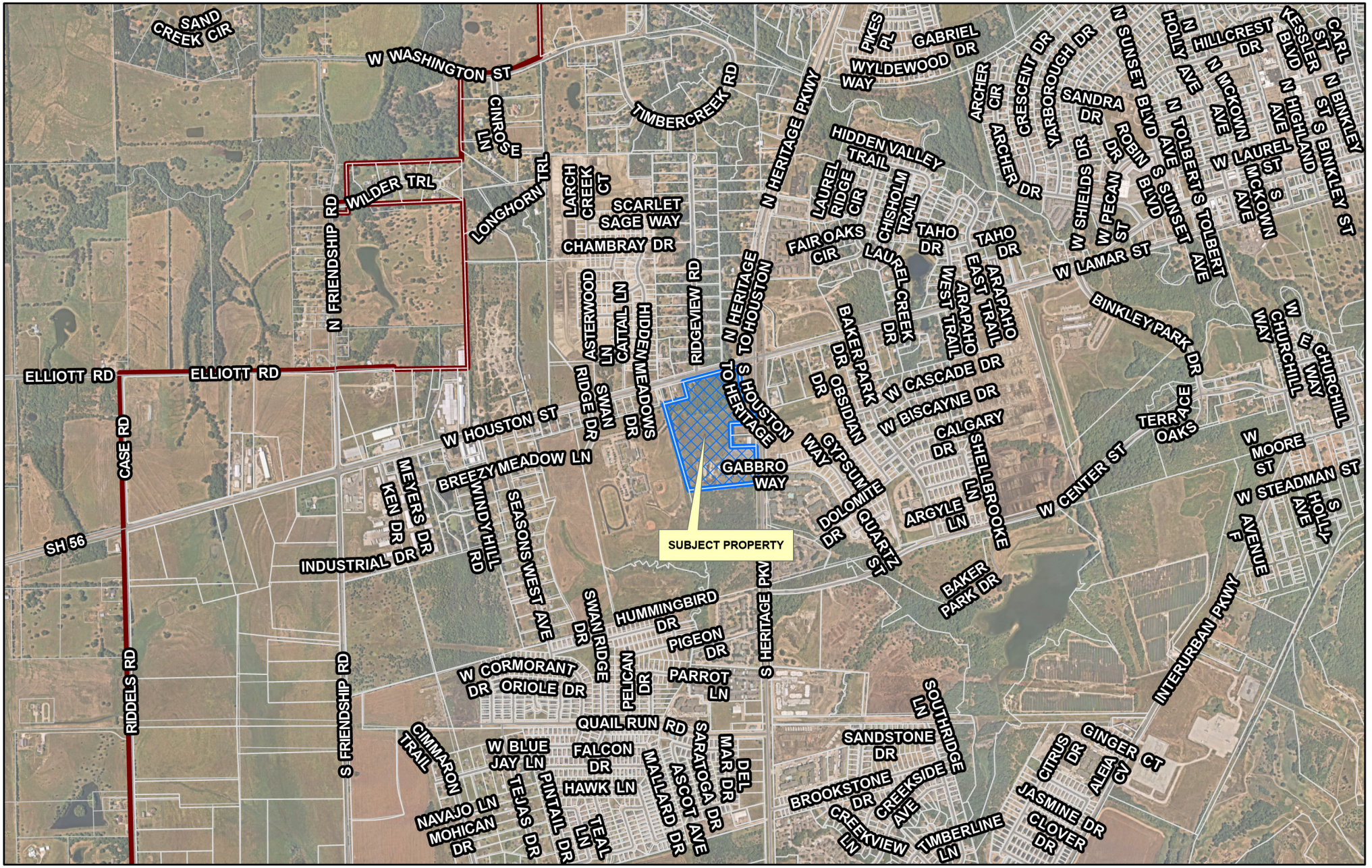
West Houston Street

Sherman, TX

Date Completed: 02-23/24
Designed by: DMF
Checked by: DMF
Phase: Site Plan


**Crossroads Mgmt. LLC**
17120 Dallas Pkwy .#101
Dallas, TX 75248
972-250-2990


Sheet
**LP1.0**
LANDSCAPE PLAN




dlagrone H:\PLANNING\Public Notification KT.aprx

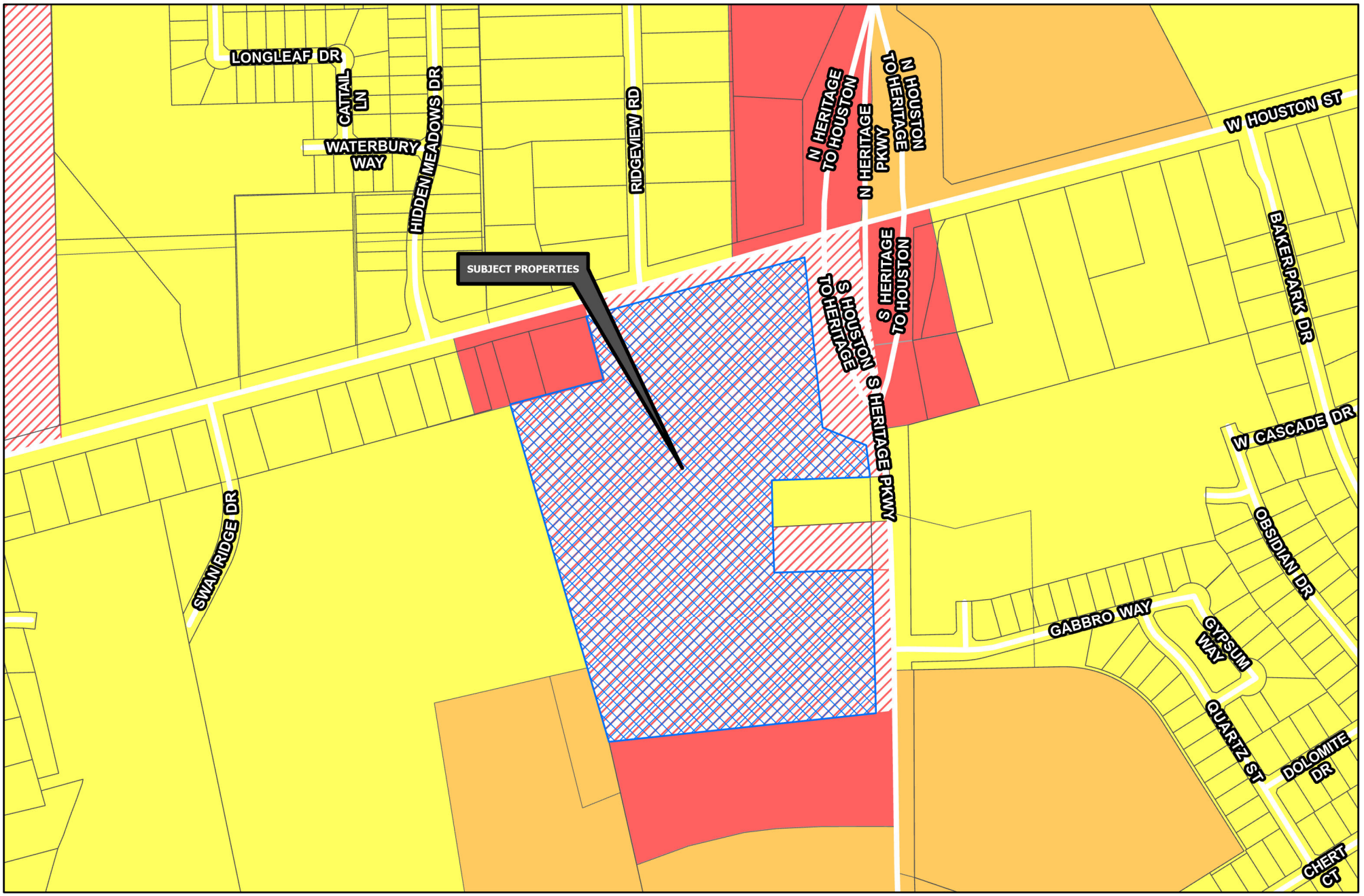
Sherman
CLASSIC TOWN. BROAD HORIZON.

*City of Sherman, Texas*
*Development Services Department*

# CITY OF SHERMAN
# LOCATION MAP
# 3400 BLK W HOUSTON ST

N
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Date: 3/27/2024 11:10 AM




Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

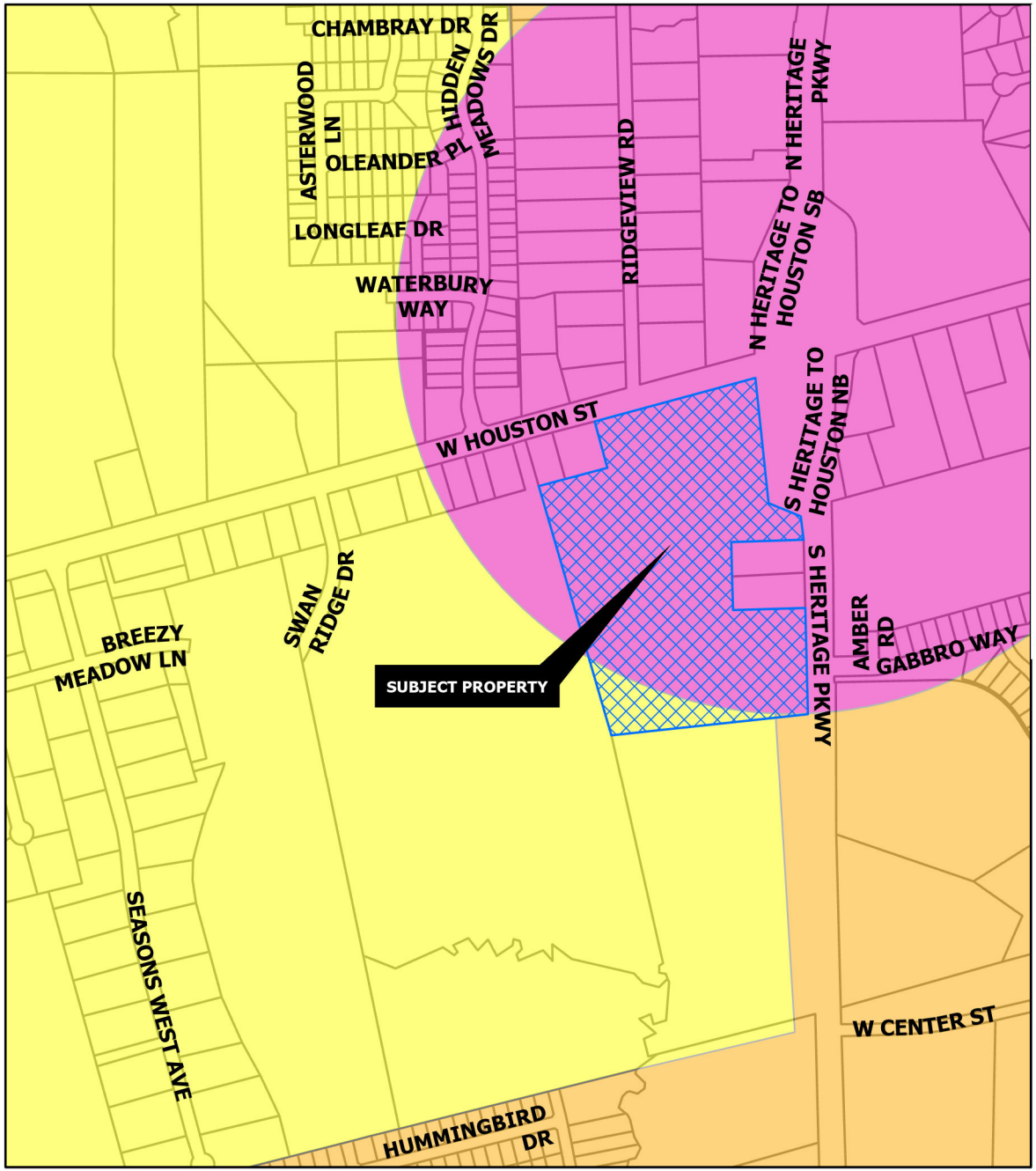
Road Names All

Planning & Zoning

CITY OF SHERMAN
ZONING MAP
3400 BLK W HOUSTON ST

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## COMMUNITY COMMERCIAL

**Intent & Character**

The Community Commercial category is intended to promote smaller-scale commercial uses that are integrated into the community. These uses should be compatible with residential development and should provide necessary goods and services to residents. Many of the uses encouraged by this category can be similar to Regional Commercial, but should be developed in a much smaller and community-compatible scale.

**Appropriate Land Use Types**

- Retail and Restaurants
- Grocery Stores
- Professional Offices/Services
- Personal Services
- Childcare

**Compatible Zoning Districts**

- Neighborhood Commercial
- Retail Business
- Office

**Considerations**

- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

## SUBURBAN NEIGHBORHOOD

**Intent & Character**

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

**Appropriate Land Use Types**

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

**Compatible Zoning Districts**

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

**Considerations**

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

Sherman
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Development Services Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
923 E JONES ST

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Date: 3/27/2024 11:10:18 AM

Sherman
CLASSIC TOWN. BROAD HORIZON.

NOTICE OF
PROPOSED ZONE CHANGE
AND SPECIFIC USE PERMIT
REQUEST

PROJECT #: 24-001001

Planning & Zoning Map:

FOR MORE INFORMATION
CONTACT:

DEVELOPMENT SERVICES
903-892-7229

Mar 28, 2024 1:10:45 PM
200 South Heritage Parkway
Sherman
Grayson County
Texas

Sherman
CLASSIC TOWN. BROAD HORIZON.

# NOTICE OF PROPOSED ZONE CHANGE AND SPECIFIC USE PERMIT REQUEST

PROJECT #: 24-001001

Planning & Zoning Map:

FOR MORE INFORMATION CONTACT:

DEVELOPMENT SERVICES
903-892-7229

Mar 28, 2024 1:07:08 PM
10822 Texas 56
Sherman
Grayson County
Texas

March 6, 2024

City of Sherman
Planning and Development Review Department
220 W Mulberry Street
Sherman, Texas 75090

***Re:*** ***Project Narrative – Woodland Cottages***
***Site Plan Application***
***Southwest Corner of FM 1417 and HWY 56 Intersection***
***Sherman, Texas 75092***

To Whom It May Concern,

Please accept this Project Narrative for the above-mentioned project. The proposed multi-family development is located at the southwest corner of FM 1417 and HWY 56 Intersection, Sherman, Texas 75092 in Grayson County. The existing property is approximately 28.989 acres and is currently undeveloped. The proposed project is within the FM Highway 1417 Overlay District and is zoned general commercial.

The proposed improvements include subdividing the existing lot to create a ±13.982 lot, a zoning change to multi-family residential for the new lot, 1-story multi-family residential buildings, leasing and amenity center, private drives, and associated site improvements. Private parking will be provided onsite at grade and in single-family style garages.

No portion of this site is in the Federal Emergency Management Agency's floodplain according to Flood Insurance Rate map #48181C0270G, Grayson County, Texas and incorporated areas, dated September 1, 2022. There are no known critical environmental features on this site.

The site is currently zoned C-2 with a proposed change to MF-15.

Water and wastewater service for the development will be provided by existing adjacent Sherman Utility water and wastewater lines.

The proposed improvements will provide detention for onsite drainage and conveyance for offsite drainage to be contained within privately maintained easements.

If you have any questions or comments, please contact me at 214-617-0535.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Michaelann Durden, EIT

Kimley»Horn

*KHA Project No. 064532511*

April 1st, 2023

City of Sherman
Development Services Department
220 W Mulberry Street
Sherman, Texas 75090

RE: Woodland Cottages Site Plan and Zoning Change Comment Report
3400 Blk W Houston
Sherman, TX 75092

To whom it may concern:

Please accept this *Comment Response Letter* in reply to the City of Sherman's review, dated March 26th, 2024 regarding the above-referenced project. Original comments have been included below for reference. All Kimley-Horn responses are listed in ***red.***

Zoning

1. Notate Minimum Floor area of units. The total floor area of any dwelling unit shall not be less than 800 square feet. *(Sec. 14.02.011(4)(A))*
   ***Response: The smallest dwelling unit proposed is 948 sf, this information is now provided in the site data table on the Site Plan.***

2. Notate building height to peak of the roof. No building shall exceed 35 feet. *(Sec. 14.02.011(4)(D))*
   ***Response: The building is 23'-4" to the peak, this information is now provided un the site data table on the Site Plan.***

3. Notate parking space size. This can be notated in the tabulation on the Site Plan. Required parking spaces shall be a minimum of nine (9) feet wide and twenty (20) feet long. *(Sec. 14.04.003(3))*
   ***Response: Parking space sizes have been notated in plan view and with note #2 on the site plan.***

4. Notate distance between adjacent buildings. The minimum building separation between all buildings on the lot shall be ten (10) feet. *(Sec. 14.02.011(4)(I))*
   ***Response: Distance between adjacent buildings has been provided where necessary.***

Solid Waste

5. There is only one enclosure on the site plan. Our requirements are:
   65 – 200 units: Four enclosures 10.0 ft. wide by 10.0 ft. deep, two enclosures 20.0 ft. wide by 10.0 ft. deep, or one Compactor/roll-off enclosure 12 feet wide with the depth to be determined by the compactor/roll-off size selected.
   ***Response: We have updated the single trash enclosure to be 4-dumpster enclosures. The management onsite will provide a valet service that will transfer trash from individual units to the dumpsters onsite.***

Fire Services

6. If three story or greater than 30ft 26' fire lane required and 15-30 ft from building for full parallel length
   ***Response: Proposed buildings are 1-story, so we have provided a 24' fire lane. Note 1 on the site plan cites this portion of code.***

7. 100ft from hydrant to FDC
   ***Response: Acknowledged.***

8. 600 ft from hydrant depending on sprinkler system
   ***Response: Acknowledged, all buildings on site will be sprinklered.***

9. Knox access if gates are present
   ***Response: Acknowledged, a callout has been provided with the gate to clarify knox access.***

10. 10 ft unobstructed path around buildings and 200' maximum hose lay length for sprinklered and 150' maximum on non-sprinklered
    ***Response: Acknowledged, all buildings are sprinklered. See buildings 5, 7, and 11 for examples of hose-lay distance compliance.***

11. Two access points
    ***Response: Per our pre-development meeting with the City of Sherman on October 5th, 2023, two points of access would not be required on this site since all buildings will be sprinklered.***

Please notate Fire Services Site Plan Detail Requirements (as applicable):

1. All Fire Lanes Marked
   ***Acknowledged and shown.***
2. Fire Lane Width Noted
   ***Acknowledged and shown.***
3. Fire Lane Turning Radius Noted
   ***Acknowledged and shown.***
4. Hydrant Locations
   ***Acknowledged and shown.***
5. All Drive Through & Walk Through Gate Locations
   ***Acknowledged and shown.***
6. All K2 Knox Switches & Knox Box Locations
   ***Acknowledged and shown.***
7. Notification of Building's Highest Peak Measurement
   ***Acknowledged and shown on the site data table on the site plan.***

*Additional if the building is equipped throughout with an approved automatic sprinkler system.

- FDC Locations

***Acknowledged and shown.***

- Exterior Riser Room Door Locations

***Acknowledged and shown.***

Please contact me at (214) 617-0535 if additional information is required.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Michaelann Durden

Michaelann Durden, P.E.
Project Manager



Building I

Woodland Cottages - Sherman TX

gsr | andrade ARCHITECTS



Building II

Woodland Cottages - Sherman TX

gsr | andrade ARCHITECTS



Building III

Woodland Cottages - Sherman TX

gsr | andrade ARCHITECTS



Building IV

Woodland Cottages - Sherman TX

gsr | andrade ARCHITECTS

Building V

Woodland Cottages - Sherman TX

gsr | andrade ARCHITECTS



Building VI

Woodland Cottages - Sherman TX

gsr | andrade ARCHITECTS

Sherman
CLASSIC TOWN. BROAD HORIZON.

**Development Services**

## STAFF REVIEW LETTER

April 9, 2024 Sent via Email

Travis Jones
17120 Dallas Parkway, Suite 101
Dallas, TX 75248

Shay Geach, P.E.
2600 N. Central Expressway, Suite 400
Richardson, TX 75080

Dear Applicants,

The request of a Public Hearing, Site Plan and Specific Use Permit approval under Section 14.06.009 allow a Dwelling, single-family for rent (build-to-rent) in a MF-15 (Multi Family Residential) District located in the 3400 Block West Houston Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, April 16, 2024, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Sec. 14.04.004)*
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
5. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
6. The property must be properly maintained in a state of good repair and neat appearance.
7. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
8. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
9. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
10. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
11. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

12. A second emergency access drive shall be required in addition to the main entrance off of State Highway 56

Engineering

13. Platting of the property is required. Code of Ordinances Chapter10.02.002(a)(1); Texas Local Government Code Title 1, Sec. 212.004
14. Right of Way along FM 1417 will be required upon platting of subject property. Coordinate with the Engineering Department for exact right of way dimensions. Code of Ordinances Chapter 10.03.0039b)(K)
15. Right of Way along Houston Street (S.H. 56) will be required upon platting of subject property. Coordinate with the Engineering Department for exact right of way dimensions. Code of Ordinances Chapter 10.03.0039b)(K)
16. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003.(f)
17. Traffic Impact Analysis may be required with civil plans. Coordinate with Engineering Department for requirements and approved Traffic Consultant.
18. Internal water and wastewater lines will be privately owned and maintained.
19. Verify wastewater capacity for proposed use. Upgrade of wastewater infrastructure by developer may be required. Code of Ordinances 10.03.003(h)(5); 10.03.003(h)(9)
20. Privately owned and maintained detention in accordance with City criteria is required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. Ownership and Maintenance information to be shown on plat. Code of Ordinances Chapter 10.03.003(i)
21. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be found in the Development Guide on the City of Sherman website. Code of Ordinances Chapter 10.03.006(b)

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

If additional information or clarification is needed, do not hesitate to contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,

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

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

Margie Morris
420 Ridgeview Road
Sherman, TX 75092-7737

RE: #24-001001 @ 3400 W Houston, Sherman

April 7, 2024

To Sherman Planning & Zoning Commission Board:

Kindly consider this an objection to the proposed zoning change, #24-001001. While I appreciate thoughtful decisions regarding carefully planned growth in our city, our area of town is becoming inundated with apartments which is already affecting traffic, reducing greenspace, and creating crowding problems.

**Traffic** – Situated at the corner of Highway 56 and FM 1417, the property is located close to a school zone just west of Ridgeview Rd on Hwy 56 and, of course, the high school farther south on FM 1417. Directly east of the property is Master Key Ministries which offers food distribution, that creates backup on the shoulder of FM 1417 north for a considerable distance. North and south of the property on both east and west sides of FM 1417 there are already numerous apartments with additional multi-family homes being built. Of course, there is the new development just to the west of Ridgeview Rd on Highway 56 that will bring additional homes with egress only on to Hwy 56, just as it is with Ridgeview Rd. Depending on the time of day, it can already be challenging to access Hwy 56 from Ridgeview Rd. We have packed enough housing into our small space.

**Safety** – Obviously, the more cars you have entering and exiting busy thoroughfares within a compressed area, the more safety concerns arise. Aside from the previously mentioned schools, there are two others within a mile or so (Wakefield and Sory). There is the Woodman Circle property awaiting development and the acreage on the northwest corner of the Hwy 56 & FM 1417 intersection. Additionally, that intersection is where FM 1417 becomes two lanes, which has created some confusion and will likely continue to be a bottleneck until further improvements are made.

**Noise** – It increases as the population in a concentrated area does. Do Sherman residents care about hearing the birds? If not, does the increase in sirens disturb anyone? I hesitate to bring this up because the noise/dust/lights with the temporary cement batch plant west of Ridgeview Rd didn't seem to bother anyone except those of us who lived next to it. Thank goodness it was, indeed, temporary, but still….

Which is my closing point. **What does Sherman want to be when we grow up?** The decisions being made now are mapping the future. You know that, of course. I ask you to vote accordingly. Thank you.

PS: It's been said the greatest way to affect change is to show up (preferably in large numbers) and make plenty of noise. I've been involved in Sherman since moving here in 1979. I'm tired. This is me participating, waving my arms. 😊 Respectfully, of course.

# SHERMAN CITY COUNCIL
## Agenda Communication Form

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

**Meeting Date:** 5/20/2024

**Prepared By:** Rob Rae, Developmental Services Director

**Approved By:** Robby Hefton, City Manager

**Caption:**

**INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6722**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow A Veterinarian, Animal Hospital, Pound or Shelter, Indoor or Outdoor Kennels in a C-2 (General Commercial) District, Located At 5444 Texoma Parkway, being Lot 3 of Barnes/Kirkpatrick Addition, City Of Sherman, Grayson County, Texas Nathan Gill (Owner), Will Knobler (Representative) and Underwood Drafting & Surveying, LLC (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date;

**Issue:**

Consideration of a Specific Use Permit for 10.586 acres of land located at 5444 Texoma Parkway to Allow a Veterinarian, animal hospital, pound or shelter, indoor or outdoor kennels in a C-2 (General Commercial) District.

**Background:**

The property is located at 5444 Texoma Parkway between Fallon Drive and De Soto. The owner is requesting a Specific Use Permit to allow a Veterinarian, animal hospital, pound or shelter, indoor or outdoor kennels in a C-2 (General Commercial) District.

**Origination:**

Nathan Gill (Owner)
Will Knobler (Representative)
Underwood Drafting & Surveying, LLC (Surveyor)

**Financial Consideration:**

None

**Staff Recommendation:**

At the April 16, 2024 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Specific Use Permit be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

**Alternatives:**

The City Council could deny the request.

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**Attachments:**

1. Ordinance No. 6722

2. Exhibit A - Survey
3. Exhibit B - Zoning Exhibit
4. Location Map
5. Zoning Map
6. Future Landuse Map
7. Property Notification Sign
8. Narrative
9. Floor Plan
10. Elevations
11. Building Photos
12. Outdoor Kennel Photo
13. Staff Review Letter

**ORDINANCE NO. 6722**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A VETERINARIAN, ANIMAL HOSPITAL, POUND OR SHELTER, INDOOR OR OUTDOOR KENNELS IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 5444 TEXOMA PARKWAY, BEING LOT 3 OF BARNES/KIRKPATRICK ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS NATHAN GILL (OWNER), WILL KNOBLER (REPRESENTATIVE) AND UNDERWOOD DRAFTING & SURVEYING, LLC (SURVEYOR); PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW**

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

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

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

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

**SECTION 1.** That, from and after the effective date of this Ordinance, the property located at 5444 Texoma Parkway, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Veterinarian, animal hospital, pound or shelter, indoor or outdoor kennels, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property highlighted in black on **Exhibit A – Survey and Legal Description**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. *(Code of Ordinances Chapter 3.02(c))*
3. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
4. The property must be properly maintained in a state of good repair and neat appearance.
5. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
6. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
7. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
8. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
9. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Additional Conditions:

10. The property shall be developed and used in accordance with all City Ordinances and the Zoning Exhibit shown in **Exhibit B.**

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

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

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

**SECTION 6.** That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

**SECTION 7.** That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 8.** That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

**SECTION 9.** That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

**SECTION 10.** That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

**INTRODUCED** on this the 20th day of May 2024.

**ADOPTED** on this the 20th day of May 2024.

**EFFECTIVE DATE** on this the 20th day of May 2024.

**CITY OF SHERMAN, TEXAS**

**BY:** _____
**DAVID PLYLER, MAYOR**

**ATTEST:**

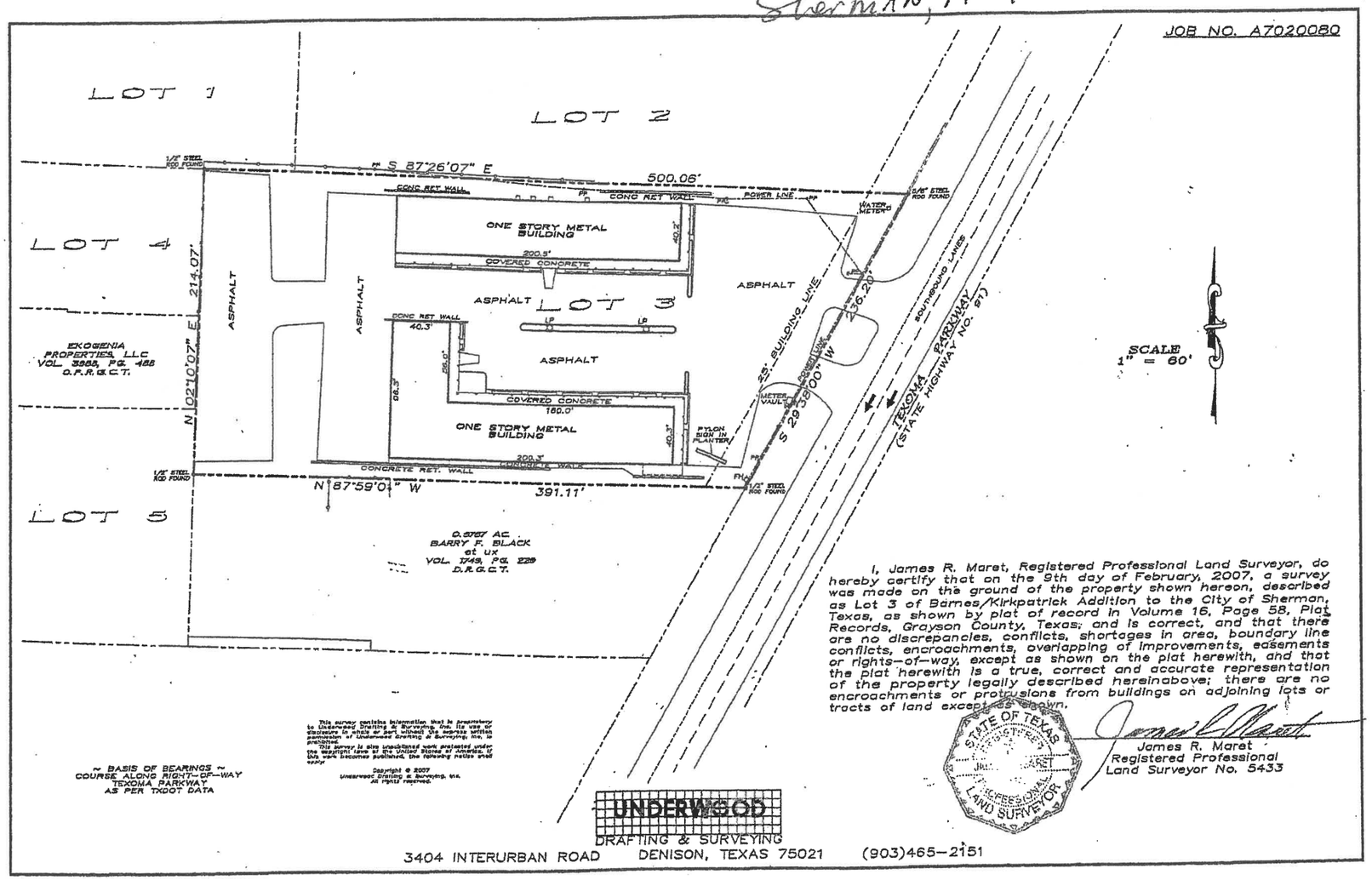
**BY:** _____
**LINDA ASHBY, CITY CLERK**

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

**BY:** _____
**RYAN D. PITTMAN, CITY ATTORNEY**

EXHIBIT A

Survey
5464 Texoma Pkwy
Sherman, Tx 75090




I, James R. Maret, Registered Professional Land Surveyor, do hereby certify that on the 9th day of February, 2007, a survey was made on the ground of the property shown hereon, described as Lot 3 of Barnes/Kirkpatrick Addition to the City of Sherman, Texas, as shown by plat of record in Volume 16, Page 58, Plat Records, Grayson County, Texas; and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way, except as shown on the plat herewith, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove; there are no encroachments or protrusions from buildings on adjoining lots or tracts of land except as shown.

STATE OF TEXAS
JAMES R. MARET
REGISTERED PROFESSIONAL LAND SURVEYOR

James R. Maret
Registered Professional
Land Surveyor No. 5433

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

# Exhibit B - Zoning Exhibit






dlagrone H:\PLANNING\Public Notification KT.aprx

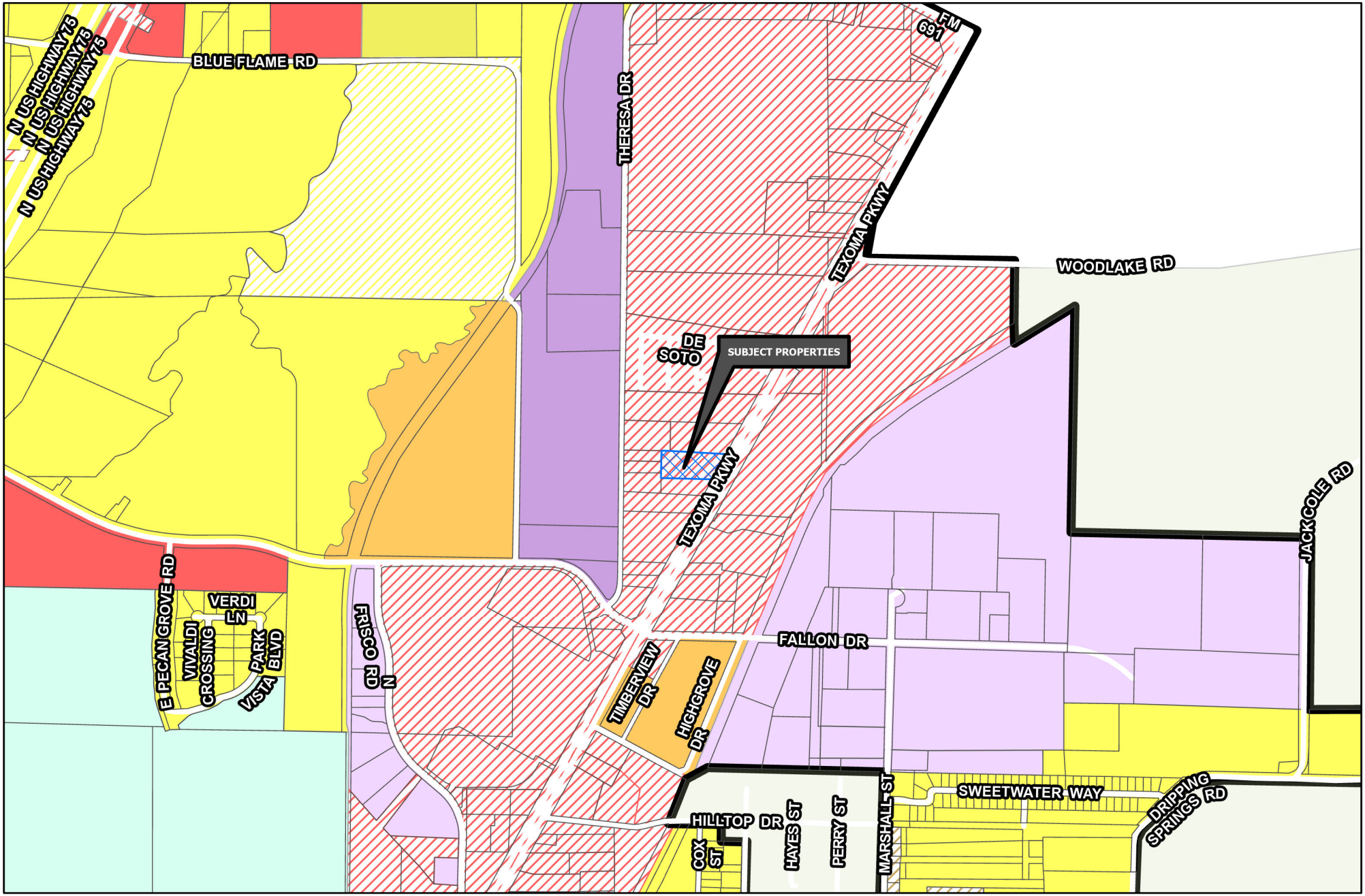
Sherman
CLASSIC TOWN. BROAD HORIZON.

*City of Sherman, Texas*
*Development Services Department*

# CITY OF SHERMAN
# LOCATION MAP
# 5444 TEXOMA PKWY

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W E
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Date: 3/27/2024 3:10 PM




Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

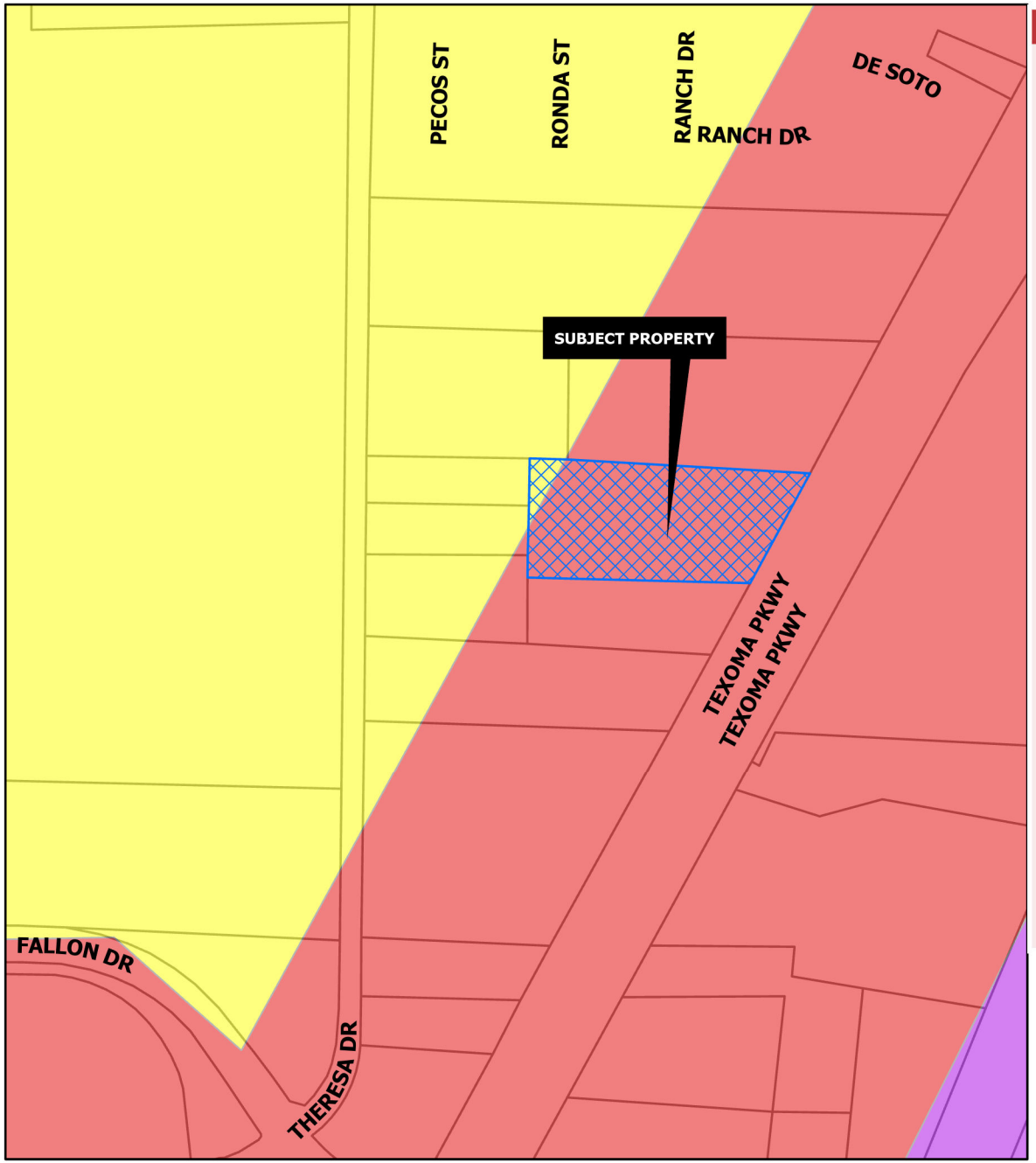
Road Names All

Planning & Zoning

CITY OF SHERMAN
ZONING MAP
5444 TEXOMA PKWY

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Date: 2/27/2023 3:50:01 PM




## REGIONAL COMMERCIAL

**Intent & Character**

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

**Appropriate Land Use Types**

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

**Compatible Zoning Districts**

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

**Considerations**

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

## SUBURBAN NEIGHBORHOOD

**Intent & Character**

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

**Appropriate Land Use Types**

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

**Compatible Zoning Districts**

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

**Considerations**

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

# CITY OF SHERMAN
# FUTURE LAND USE MAP
# 5444 TEXOMA PKWY

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W E
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Date: 3/27/2024 3:10 PM

## Marlow, Lauren

**From:** Planning
**To:** Nathan Gill
**Subject:** RE: The Ruff Hotail's Sign photos

**From:** Nathan Gill
**Sent:** Sunday, March 31, 2024 9:26 PM
**To:** Planning
**Subject:** The Ruff Hotail's Sign photos




Sent from my iPhone

The Ruff Hotail's Project Narrative

We are a Doggy Daycare, Boarding, And Grooming facility in Sherman, TX. We looking to expand into 5448 Texoma Parkway in addition to our 5444 Texoma Parkway Unit. This expansion would allow us to increase the number and size of our indoor play rooms for our clients who use our doggy daycare and boarding services. It would also allow us to have a larger room specifically for grooming as well. It would also allow us to set up more larger kennels in our existing unit to increase the number of boarders we can comfortably house during peak times. In doing this, our clients could spend more time out playing throughout their time in our care. It would also help the dog owners with a smoother drop off and pick up process and extended hours.

The goal of this project is to allow us to be able to be able to service more of the Grayson County Dog Owners. With the additional space. It would increase the number of dogs we could accept in doggy daycare and the number of dogs that can board with us. For this to happen, the additional room mostly will be allotted to six additional playrooms. Throughout the day, all of our daycares and boarding dogs are out in our supervised playrooms making friends and having a great time. We have individual play rooms for just a single family for those who don't do well in a social environment. Our current max boarding is about 40 depending on size of dogs and for daycare is about 10. We only run this at peak times. With the addition, it would increase that to 65 for boarding and 25 for Daycare. As Sherman and outlying cities continue to grow with the other future developments coming into the area, the need for Dog care will continue to increase with it. We are aiming to be able to help ease the citizens worries when traveling or being gone most of the day. We are looking to have the new space up and rolling by the beginning of summer.

Looking at the floor plan, there would be an additional two outdoor potty yards. The yards are attached to the back of the unit and would be either six-foot privacy fenced. It would be on top of current parking spots with gravel brought in and artificial turf installed on top of it. The gravel provides proper drainage to the main drain behind the building. The turf simulates the same feeling for the dogs as grass outside. Our potty yards are sprayed with water to make sure all dog remanence is in the drain. As well as Fecal matter is picked up after dog has left the yard. Our yards are also sanitized with a chemical called Kennelsol that kills dog diseases like Kennel Cough, Rabies, Fleas, and others. We would also want to build a stand-alone Awning behind the unit to ensure even on rainy days, Dogs and Employees are staying dry and are able to take care of business.

Inside the Unit, the reception and retail would be moved to this unit since daycare and grooming enter and exit in the same day and this unit would be used for this purpose, it is much smoother for drop offs and pick-ups. We would also be able to have a few holding kennels for multiple drop-offs at the same time for quickest drop offs and pick-ups for our clients. We would also be able to double the size of room dedicated to retail

Behind the Reception room would be our grooming areas. This would allow our bathers and groomer to have their own space free from distractions for the other dogs. With the ability to fit more grooming tables, we could service more dogs at the same time.

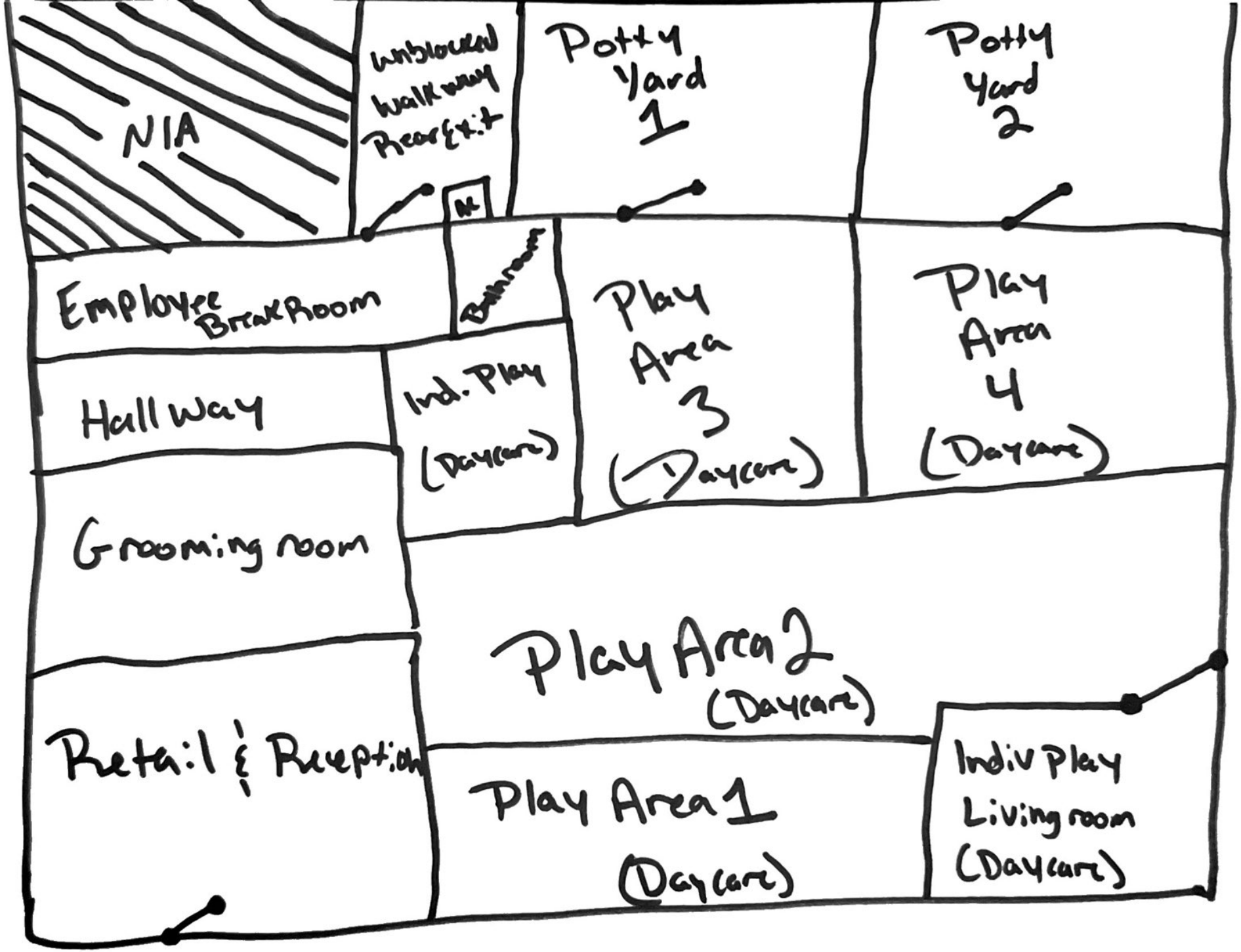
The main room would be completely dedicated to more larger play areas for dogs to be able to stretch their legs and have a great time while in our care. We have ramps, stairs, ball pits, and other fun actives for these play rooms. Our playrooms are cleaned and sanitized daily.

Lastly, with the additional window and roof space, we will be able to put up a proper business sign for our customers to be able to find us easier.

The other businesses around us are mostly manufacturing type business. Noise isn't an issue as there is always heavy machinery and other things are running behind this property throughout the business day. There is not a residential area very close to our facility that would be within earshot for the noises the dogs do make.

This hopefully is just the beginning to what all we can bring to the Grayson County Community. We will have the ability to offer other services like training, mobile grooming, pet sitting, pet walking and other like services in the future as we continue to grow.

This addition would be very beneficial to our ability to better serve the community. Our top priority is customer and dog satisfaction. The additional room and what we can do with it highly increases both of these things.


NIA
Unblocked walkway Rear Exit
Potty Yard 1
Potty Yard 2
Employee Break Room
Bathroom
Play Area 3 (Daycare)
Play Area 4 (Daycare)
Hall way
Ind. Play (Daycare)
Grooming room
Play Area 2 (Daycare)
Retail & Reception
Play Area 1 (Daycare)
Indiv Play Living room (Daycare)

Site Plan






5444
Facility Hours




EXIT


EXIT




Berman
Solid Waste & Recycling

Sherman
CLASSIC TOWN. BROAD HORIZON.

**Development Services**

## STAFF REVIEW LETTER

April 9, 2024

Sent via Email

Will Knobler
4308 North Central Expressway
Dallas, TX 75205

Nathan Gill
2616 Brookhollow Street
Denison, TX 75020

Dear Applicants,

The request of a Public Hearing, Site Plan and Specific Use Permit approval under Section 14.06.009 allow a Veterinarian, animal hospital, pound or shelter, indoor or outdoor kennels in a C-2 (General Commercial) District located at 5444 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, April 16, 2024, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
4. The property must be properly maintained in a state of good repair and neat appearance.
5. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
6. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
7. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
8. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
9. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

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

If additional information or clarification is needed, do not hesitate to contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,

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

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

# SHERMAN CITY COUNCIL
## Agenda Communication Form

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

**Meeting Date:** 5/20/2024

**Prepared By:** Teri Fine, Assistant to the City Manager

**Approved By:** Robby Hefton, City Manager

**Caption:**

**INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6723**

Extending the Corporate Limits of Said City so as to Annex an Area of Land Consisting of Approximately 2.02 acres of Land Located North of Post Oak Creek and South of Three Oaks, Phase II, and West of Three Oaks Phase III Adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction, on Application of the Landowner; Providing that the Owners and Inhabitants of the Subject Area of Land shall be Entitled to the Rights and Privleges of Other Citizens of the City of Sherman and Shall be Bound by the Acts and Ordinances now in Effect and hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280; Providing a Savings/Repealing Clause, Severability Clause and an Effective Date; and Providing for the Publication of the Caption hereof

**Issue:**

To introduce, hold a public hearing, and consider adoption of the annexation ordinance that extends the City of Sherman's corporate limits so as to annex approximately 2.02 acres of land located north of Post Oak Creek and south of Three Oaks, Phase II, and west of Three Oaks Phase III adjacent to the Sherman City limits and in the City's extraterritorial jurisdiction (ETJ), in accordance with state law and the City Charter

**Background:**

It is the City's intention to annex specifically identified individual areas in the City's ETJ, in accordance with state law and the City Charter. At its May 6th meeting, the City Council approved the schedule for annexation of this property, which set the public hearing for the May 20th Regular Council Meeting and the adoption of the Ordinance for that same meeting.

This annexation was initiated by the property owner, Three Oaks Development and Construction Company.

**Origination:**

Letter from Kirk D. Allen, President, Three Oaks Development

**Financial Consideration:**

Estimated property taxes will generate about $10,000 per year at the current tax rate.

**Staff Recommendation:**

It is recommended that the City Council introduce, hold the required public hearing, and consider adoption of the

ordinance for annexation of this approximately 2.02 acres of land located north of Post Oak Creek and south of Three Oaks, Phase II, and west of Three Oaks Phase III Adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction,

**Alternatives:**
As directed by the City Council

---

**Attachments:**
1. Ordinance No. 6723
2. Annexation Schedule
3. Annexation Survey 2.02ac
4. Annexation Agreement
5. Annexation Request
6. Location Map

**ORDINANCE NO. 6723**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX AN AREA OF LAND CONSISTING OF APPROXIMATELY 2.02 ACRES OF LAND LOCATED NORTH OF POST OAK CREEK AND SOUTH OF THREE OAKS, PHASE II, AND WEST OF THREE OAKS PHASE III ROAD ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION, ON APPLICATION OF THE LANDOWNER; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE SUBJECT AREA OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF THE CITY OF SHERMAN AND SHALL BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREINAFTER ADOPTED; AUTHORIZING EXECUTION OF THE ANNEXATION SERVICE PLAN AGREEMENT; PROVIDING FOR A PENALTY FOR A VIOLATION OF THIS ORDINANCE AND SHERMAN'S GENERAL ZONING ORDINANCE, ORDINANCE NO. 2280; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, The City of Sherman ("Landowner") is the sole owner of real property within that certain area of land consisting of 2.02± acres, situated in the Preston Kitchen Survey, Abstract No. 667, Grayson County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes ("Property"); and

**WHEREAS**, Landowner submitted an application to the City of Sherman, Texas ("Sherman"), requesting voluntary annexation of the Property into the city limits of Sherman; and

**WHEREAS**, the City Council of the City of Sherman, Texas ("City Council") has investigated and determined that it would be advantageous and beneficial to Sherman and its citizens to annex the Property under the authority of Chapter 43 of the Texas Local Government Code and the Sherman City Charter; and

**WHEREAS**, the City Council finds that Sherman has complied with all requirements for the consideration and adoption of this Ordinance pursuant to Chapter 43 of the Texas Local Government Code; and

**WHEREAS**, prior to conducting the public hearings required under Chapter 43 of the Texas Local Government Code, the City Council also investigated and determined that the Property is within the extraterritorial jurisdiction of Sherman and is adjacent and contiguous to the existing city limits of Sherman; and

**WHEREAS**, the Landowner and Sherman have negotiated and are prepared to enter into a written annexation service plan agreement, a copy of which is attached hereto as Exhibit B, in accordance with Section 43.0672 of the Texas Local Government Code; and

**WHEREAS**, the City Council finds that the field notes close the boundaries of the Property; and

**WHEREAS**, the City Council has conducted at least one public hearing at which persons interested in the annexation were given an opportunity to be heard regarding the proposed annexation; and

**WHEREAS**, the City Council finds that all legal notices, hearings, procedures and publishing requirements for annexation have been performed and completed in the manner and form required by law;

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

**SECTION 1: Findings Incorporated.** That the findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

**SECTION 2: Annexation Service Plan Agreement.** That the City Manager or his designee is hereby authorized and directed to execute, on behalf of Sherman, the annexation service plan agreement between Sherman and the Landowner, a copy of which is attached hereto as Exhibit B.

**SECTION 3: Property Annexed**. That the Property described as follows and all public streets, roadways and alleyways located within or contiguous to the same are hereby annexed to Sherman, to-wit:

> BEING the following tract of land located in Grayson County, Texas: 2.02± acres, situated in the Preston Kitchen Survey, Abstract No. 667; said Property is more particularly described and depicted in Exhibit A.

**SECTION 4: Rights/Privileges/Inhabitants Bound by Ordinances and Regulations**. That from and after the passage of this Ordinance, the Property shall be a part of Sherman, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens of Sherman and shall be bound by all of the ordinances and regulations enacted pursuant to and in conformity with the City Charter and the laws of the State of Texas.

**SECTION 5: Official Map and Boundaries Amended**. That the official map and boundaries of Sherman are hereby amended to include the Property as part of Sherman. A certified copy of this Ordinance shall be filed in the County Clerk's Office of Grayson County, Texas.

**SECTION 6: Unlawful Use**. That it shall be unlawful for any person, firm, entity or corporation to use the Property in a manner other than as authorized by this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280 ("Zoning Ordinance"), as they exist

or may be amended, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance and the Zoning Ordinance, as they exist or may be amended.

**SECTION 7: Penalty**. That any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding Two Thousand and 00/100 Dollars ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude Sherman from filing suit to enjoin the violation. Sherman retains all legal rights and remedies available to it pursuant to local, state, and federal law.

**SECTION 8: Savings/Repealing**. That all provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 9: Severability**. That should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause and phrase thereof regardless of the fact that any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

**SECTION 10: Effective Date**. That this Ordinance shall become effective from and after its adoption and publication as required by the City Charter and by law.

**SECTION 11: Public Meeting**. That it is hereby officially found and determined that the meeting at which this ordinance was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

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

**INTRODUCED** on this the 20th day of May 2024

**ADOPTED** on this the 20th day of May 2024

**EFFECTIVE DATE** on this the 20th day of May 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**

# ANNEXATION SCHEDULING PLAN

## Annexation of approximately 2.02 acres of land adjacent to the city limits, located North of Post Oak Creek and South of Three Oaks, Phase II, and West of Three Oaks Phase III

Monday, May 6, 2024 .....City Council sets public hearing date and accepts annexation application.

Wednesday, May 8, 2024 .....Send written notice via certified mail, RRR, to property owner(s) in area to be annexed, public or private entities that provide services in the area and any railroads that have ROW in the area to be annexed. Send written notice via certified mail, RRR, to each public school district in the area to be annexed. Such notices must contain the details described in Section 43.0561 of the Local Government Code. Provide draft of proposed annexation service plan agreement in accordance with Section 43.0672 of the Local Government Code.

Thursday, May 9, 2024.....Publish notice of public hearing in the City's official newspaper. Obtain required affidavit of publication from newspaper. Post notice of public hearing on City's website and keep posting up until the date of the hearing.

Thursday, May 16, 2024.....Post notice of public hearing as required by Open Meetings Act.

Monday, May 20, 2024 .....Hold public hearing. (Regular Council Meeting)

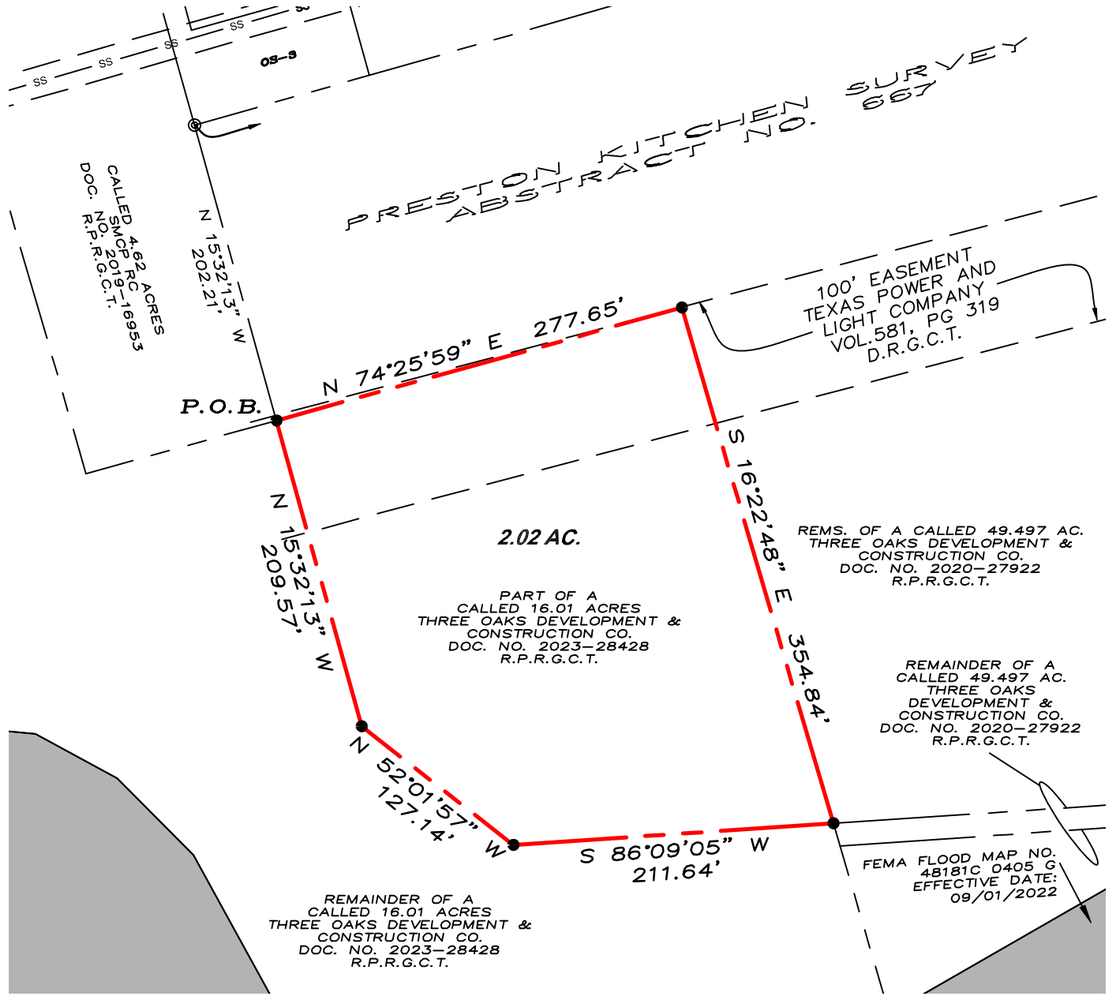
Monday, May 20, 2024 .....Adopt ordinance. (Regular Council Meeting)

JOB NO. 240100056 T3
DFT: BH

## LEGEND

| | | | |
|---|---|---|---|
| ● | 1/2" STEEL ROD SET | P.O.B. | POINT OF BEGINNING |
| ◎ | 1/2" STEEL ROD FOUND | R.P.R.G.C.T. | REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS |
| P.R.G.C.T. | PLAT RECORDS, GRAYSON COUNTY, TEXAS | | BOUNDARY LINE |
| D.R.G.C.T. | DEED RECORDS, GRAYSON COUNTY, TEXAS | | PROPERTY LINE |
| | | | EASEMENT LINE |

SCALE
1" = 100'




## LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of Preston Kitchen Survey, Abstract No. 667, and being part of a called 16.01 acre tract of land described in the deed to Three Oaks Development and Construction Co., recorded in Document No. 2023-28428, Real Property Records, Grayson County, Texas, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod set for the northwest corner of the herein described tract of land, common to the southeast corner of a called 4.62 acre tract of land described in the deed to SMCP RC, recorded in Document No. 2019-16953, said Real Property Records, and common to the western-most southwest corner of a called 49.497 acre tract of land described in the deed to Three Oaks Development and Construction Co., recorded in Document No. 2020-27922, said Real Property Records, and on a northerly line of said 16.01 acre tract, and from which a 1/2" steel rod found for the southwest corner of Three Oaks Addition, Section 2, according to the plat thereof recorded in Document No. 2023-234, Plat Records, Grayson County, Texas, bears North 15°32'13" West, a distance of 202.21 feet;

Thence North 74°25'59" East, with a northerly line of said 16.01 acre tract, and with a southerly line of said 49.497 acre tract, a distance of 277.65 feet to a 1/2" steel rod set for the eastern-most northeast corner of said 16.01 acre tract;

Thence South 16°22'48" East, with an easterly line of said 16.01 acre tract, and with a westerly line of said 49.497 acre tract, a distance of 354.84 feet to a 1/2" steel rod set for the southeast corner of the herein described tract of land;

Thence crossing said 16.01 acre tract, the following 3 courses:

1. South 86°09'05" West, a distance of 211.64 feet to a 1/2" steel rod set;
2. North 52°01'57" West, a distance of 127.14 feet to a 1/2" steel rod set;
3. North 15°32'13" West, a distance of 209.57 feet to the Point of Beginning and containing 2.02 acres of land, more or less.

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

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

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 04/11/24

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

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

# ANNEXATION SERVICE PLAN AGREEMENT

This SERVICE PLAN AGREEMENT ("Agreement") is made and entered into by and among the CITY OF SHERMAN, TEXAS, a home-rule municipality ("Sherman"), and THREE OAKS DEVELOPMENT & CONSTRUCTION COMPANY ("Landowner" or "Developer"). Sherman and Landowner or Developer are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Landowner is the sole owner of that certain tract of land consisting of 2.02± acres, situated in the Preston Kitchen Survey, Abstract No. 667, Grayson County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property" or "Annexed Area"); and

WHEREAS, Landowner submitted to Sherman a voluntary request for annexation of the Property into the corporate limits of Sherman pursuant to Subchapter C-3 of Chapter 43 of the Texas Local Government Code; and

WHEREAS, Landowner acknowledges and agrees that in submitting the voluntary request for annexation of the Property, Landowner has fully investigated and is aware of the rights, duties and obligations that will apply to Landowner and its successors and assigns, as owner of the Property, in the event that the Sherman City Council adopts an ordinance annexing the Property into the corporate limits of Sherman (the "Annexation Ordinance"); and

WHEREAS, Landowner acknowledges and agrees that Sherman has complied or will comply with all requirements for the consideration of Landowner' request for annexation of the Property pursuant to Chapter 43 of the Texas Local Government Code, including holding a public hearing and providing the required public notices regarding the requested annexation; and

WHEREAS, Landowner acknowledges and agrees that the Property is eligible for annexation in all respects under Texas law; and

WHEREAS, the parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code to memorialize their agreement regarding the services Sherman will provide to the Property provided that the Sherman City Council adopts the Annexation Ordinance; and

WHEREAS, Landowner acknowledges and agrees that this Agreement fully complies with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, Sherman has investigated and determined that it would be advantageous and beneficial to Sherman and its citizens to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Sherman and Landowner agree as follows:

1. **Incorporation of Recitals**. The representations, covenants and recitations set forth in the

forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of Sherman and Landowner.

2. **Land Subject to Agreement**. The land that is subject to this Agreement is the Property. Landowner represents that he is the sole owner of the Property.

3. **Agreement Conditioned on Annexation**. This Agreement and the rights, duties and obligations herein are subject to and conditioned on the Sherman City Council adopting the Annexation Ordinance within ninety (90) days after the Effective Date (hereinafter defined) of this Agreement. In the event that the Sherman City Council does not adopt the Annexation Ordinance within ninety (90) days after the Effective Date of this Agreement, this Agreement shall not be effective and neither party shall have any rights, duties or obligations of any kind under this Agreement. In the event Landowner argues or claims that a term, condition or provision of this Agreement or the Annexation Ordinance is invalid, illegal, void, unenforceable or unlawful, then Sherman has the option to terminate this Agreement, effective immediately.

4. **Agreed Service Plan**. Subject to the terms and conditions of this Agreement, the parties agree that Sherman shall furnish or provide for the following municipal services to the Property after annexation at the following levels and in accordance with the following schedule:

   (a) Police Services.

      (i) Patrolling, responses to calls and other routine police services, within the limits of existing personnel and equipment and in a manner consistent with the methods of Sherman, will be provided in the Annexed Area on the effective date of the Annexation Ordinance.

      (ii) Upon ultimate development of the Annexed Area, the same level of police services will be provided to the Annexed Area as are furnished throughout Sherman at that time.

   (b) Fire Services.

      (i) Fire protection and emergency ambulance services and equipment, within the limits of existing personnel and equipment and the limits of available water and distances from existing fire stations and in a manner consistent with the methods of Sherman, will be provided to the Annexed Area upon the effective date of the Annexation Ordinance.

      (ii) Upon ultimate development of the Annexed Area, the same level of fire and emergency ambulance services will be provided to the Annexed Area as are furnished throughout Sherman at that time.

(c) Environmental Health and Code Enforcement Services.

(i) Enforcement of Sherman's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within the Annexed Area within sixty (60) days of the effective date of the Annexation Ordinance. Sherman's environmental health ordinances and regulations will be enforced through the use of existing personnel.

(ii) As development and construction commence in the Annexed Area, sufficient personnel will be provided to furnish the Annexed Area with the same level of environmental health and code enforcement services as are furnished throughout Sherman at that time.

(d) Building Inspections.

(i) Inspection services, including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with Sherman's codes, regulations and ordinances will be provided within sixty (60) days of the effective date of the Annexation Ordinance. Existing personnel will be used to provide such services.

(ii) All inspection services furnished by Sherman but not mentioned above will be provided to the Annexed Area beginning within sixty (60) days of the effective date of the Annexation Ordinance.

(e) Planning and Zoning Services.

(i) The planning and zoning jurisdiction of Sherman will extend to the Annexed Area upon the effective date of the Annexation Ordinance. Sherman city planning will thereafter encompass the Annexed Area, and it shall be entitled to consideration for zoning in accordance with Sherman's Zoning Ordinance and Comprehensive Plan.

(ii) Sherman's zoning, subdivision, sign and other ordinances shall be enforced in the Annexed Area beginning on the effective date of the Annexation Ordinance.

(f) Park and Recreation Services.

(i) Inhabitants of the Annexed Area may utilize all existing park and recreational services, facilities and sites throughout Sherman beginning on the effective date of the Annexation Ordinance.

(ii) Additional facilities and sites to serve the Annexed Area will be acquired, developed and maintained at locations and times provided by applicable plans, policies, programs and decisions of Sherman. The Annexed Area will be included in all future plans for providing parks and recreation services to Sherman.

(iii) Existing parks, playgrounds, swimming pools and other recreational facilities within the Annexed Area shall, upon dedication to and acceptance by Sherman, be maintained and operated by Sherman, but not otherwise.

(g) Solid Waste Collection Services.

(i) Solid waste collection services shall be provided to the Annexed Area in accordance with Sherman's existing policies, beginning on the effective date of the Annexation Ordinance.

(ii) As development and construction commence in the Annexed Area and population density increases in the Annexed Area, solid waste collection services shall be provided to the Annexed Area in accordance with Sherman's policies regarding frequency, changes and the like as are existing at that time.

(h) Streets.

(i) Sherman's existing policies with regard to street maintenance, applicable throughout Sherman, shall apply to the Annexed Area beginning on the effective date of the Annexation Ordinance. Unless a street within the Annexed Area has been constructed or is improved to Sherman's standards and specifications, such street will not be maintained by Sherman. Notwithstanding anything to the contrary herein, private streets within the Annexed Area shall remain private streets after annexation and Sherman and the Landowner agree that Sherman shall have no obligation to maintain, repair or improve the private streets or to pay the costs thereof.

(ii) As development, improvement or construction of streets to Sherman's standards commences within the Annexed Area, the policies of Sherman with regard to participation in the costs thereof, acceptance upon completion thereof and maintenance after completion thereof shall apply as such policies exist at that time.

(iii) The same level of maintenance shall be provided to streets within the Annexed Area that are accepted by Sherman as is provided to streets throughout Sherman.

(iv) Street lighting installed on streets improved to Sherman's standards and specifications shall be maintained by the appropriate franchise holder in accordance with existing Sherman policies.

(i) Water Services.

(i) Connection to existing Sherman water mains for water service for domestic, commercial and industrial use within the Annexed Area will be provided in accordance with existing Sherman policies. Upon connection to existing mains, water will be provided at rates established by Sherman ordinances for such service throughout Sherman.

(ii) As development and construction commence on the Annexed Area, Sherman water mains will be extended in accordance with provisions of the Subdivision Ordinance and other applicable ordinances and regulations in effect at that time. Sherman's participation in the costs of such extensions shall be in accordance with the applicable Sherman ordinances and regulations in effect at that time. Such extensions will be commenced in accordance with state law.

(iii) Water mains installed or improved to Sherman's standards which are within the Annexed Area and are within dedicated easements shall be maintained by Sherman beginning on the effective date of the Annexation Ordinance.

(iv) Private water lines within the Annexed Area shall be maintained by their respective owners in accordance with existing policies applicable throughout Sherman.

(j) Sanitary Sewer Services.

(i) Connections to existing Sherman sanitary sewer mains for sanitary sewer service in the Annexed Area will be provided in accordance with existing Sherman policies. Upon connection, sanitary sewer service will be provided at rates established by Sherman ordinances for such service throughout Sherman.

(ii) Sanitary sewer mains and/or lift stations installed or improved to Sherman's standards that are located in dedicated easements, are within the Annexed Area and are connected to Sherman mains will be maintained by Sherman beginning on the effective date of the Annexation Ordinance.

(iii) As development and construction commence in the Annexed Area, Sherman sanitary sewer services will be extended in accordance with provisions of the Subdivision Ordinance and other applicable Sherman ordinances and regulations in effect at that time. Sherman's participation in the costs of such extensions shall be in accordance with the applicable Sherman ordinances and regulations in effect at that time. Such extensions will be commenced in accordance with state law.

(k) Miscellaneous.

(i) General municipal administration and administrative services of Sherman shall be available to the Annexed Area beginning on the effective date of the Annexation Ordinance.

(ii) Notwithstanding anything set forth above, this Service Plan does not require all municipal services be provided as set forth above if different characteristics of topography, land use and population density are considered a sufficient basis for providing different levels of service.

5. **Default**. If Sherman fails to comply with the terms and conditions of this Agreement and such failure is not cured within a reasonable period of time after Sherman receives written notice of such failure from Landowner, then Landowner may seek disannexation pursuant to Section 43.141 of the Texas Local Government Code as its sole and exclusive remedy. In no event shall Sherman be liable to Landowner or any other owner or inhabitant of the Annexed Area for any direct, indirect, incidental, special or consequential damages arising out of this Agreement or for the cost of procurement of substitute services.

6. **Covenant Running with the Land**. This Agreement shall be a covenant running with the land and Property and shall be binding on Landowner and Landowner's successors and assigns.

7. **Limitations of Agreement**. Sherman ordinances covering property taxes, utility rates, permit fees, inspection fees, tree mitigation fees, impact fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Landowner to Sherman under any ordinance, whether now existing or in the future arising.

8. **Notices**. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing 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 Sherman, addressed to it at:

City of Sherman
Attn: Robby Hefton, City Manager
220 West Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7200
Facsimile: (903) 892-7355
Email: robbyh@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) 544-4044
Email: rpittman@abernathy-law.com

If to Landowner, addressed to him at:

Three Oaks Development & Construction Company
Attn: Kirk Allen, President
1313 W. Washington St.
Sherman, TX 75092
Telephone: (972) 672-7793
Email: kirkallen@yahoo.com

10. **Release. LANDOWNER HEREBY RELEASES, WAIVES AND HOLDS HARMLESS SHERMAN AND ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ALL DAMAGES, INJURIES, CLAIMS, OBJECTIONS, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS ARISING OUT OF OR RELATED TO SHERMAN'S ANNEXATION OF THE PROPERTY, SHERMAN'S CONSIDERATION OF ANNEXATION OF THE PROPERTY AND SHERMAN'S ADOPTION OF THE ANNEXATION ORDINANCE. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

11. **Vested Rights/Chapter 245 Waiver**. This Agreement shall confer no vested rights on the Property, or any portion thereof. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides Sherman with fair notice of any project of Landowner. **LANDOWNER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

12. **Warranties/Representations**. All warranties, 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.

13. **Entire Agreement**. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.

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

15. **Consideration**. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

16. **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 or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

17. **Authority to Execute**. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others 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 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 Effective Date (hereinafter defined). Landowner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and **Landowner covenants and agrees to indemnify, hold harmless, and defend Sherman and its Council members, officers, agents, representatives and employees against any and all claims asserted by any person claiming an ownership interest in the Property who has not signed the Agreement that arise in any way from Sherman's reliance on this Agreement**.

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

19. **Representations**. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

20. **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.

21. **Immunity**. It is expressly understood and agreed that, in the execution and performance of this Agreement, Sherman has not waived, nor shall be deemed hereby 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.

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

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

**CITY OF SHERMAN, TEXAS,**
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

**Attested to by:**

_____
Linda Ashby, City Clerk

**Approved as to Form and Content:**
**The Law Firm of Abernathy, Roeder, Boyd & Hullett, P.C.**

By: _____
Name: Ryan D. Pittman
Title: City Attorney

**THREE OAKS DEVELOPMENT & CONSTRUCTION COMPANY**

By: _____
Printed Name: Kirk Allen
Title: President
Date: 16 April 2024

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Robby Hefton**, 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 City Manager and duly authorized representative of the **CITY OF SHERMAN, TEXAS**, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Sherman, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

_____
Notary Public, State of Texas
My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF Grayson §

BEFORE ME, the undersigned authority, on this day personally appeared **Kirk Allen,** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 16 day of April, 2024.

_____
Notary Public, State of Texas
My Commission Expires:_____

MENDY DIANNE BLACKBURN
Notary ID #124885473
My Commission Expires
May 6, 2024

# Exhibit A

Situated in the County of Grayson, State of Texas, being a part of Preston Kitchen Survey, Abstract No. 667, and being part of a called 16.01 acre tract of land described in the deed to Three Oaks Development and Construction Co., recorded in Document No. 2023-28428, Real Property Records, Grayson County, Texas, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod set for the northwest corner of the herein described tract of land, common to the southeast corner of a called 4.62 acre tract of land described in the deed to SMCP RC, recorded in Document No. 2019-16953, said Real Property Records, and common to the western-most southwest corner of a called 49.497 acre tract of land described in the deed to Three Oaks Development and Construction Co., recorded in Document No. 2020-27922, said Real Property Records, and on a northerly line of said 16.01 acre tract, and from which a 1/2" steel rod found for the southwest corner of Three Oaks Addition, Section 2, according to the plat thereof recorded in Document No. 2023-234, Plat Records, Grayson County, Texas, bears North 15°32'13" West, a distance of 202.21 feet;

Thence North 74°25'59" East, with a northerly line of said 16.01 acre tract, and with a southerly line of said 49.497 acre tract, a distance of 277.65 feet to a 1/2" steel rod set for the eastern-most northeast corner of said 16.01 acre tract;

Thence South 16°22'48" East, with an easterly line of said 16.01 acre tract, and with a westerly line of said 49.497 acre tract, a distance of 354.84 feet to a 1/2" steel rod set for the southeast corner of the herein described tract of land;

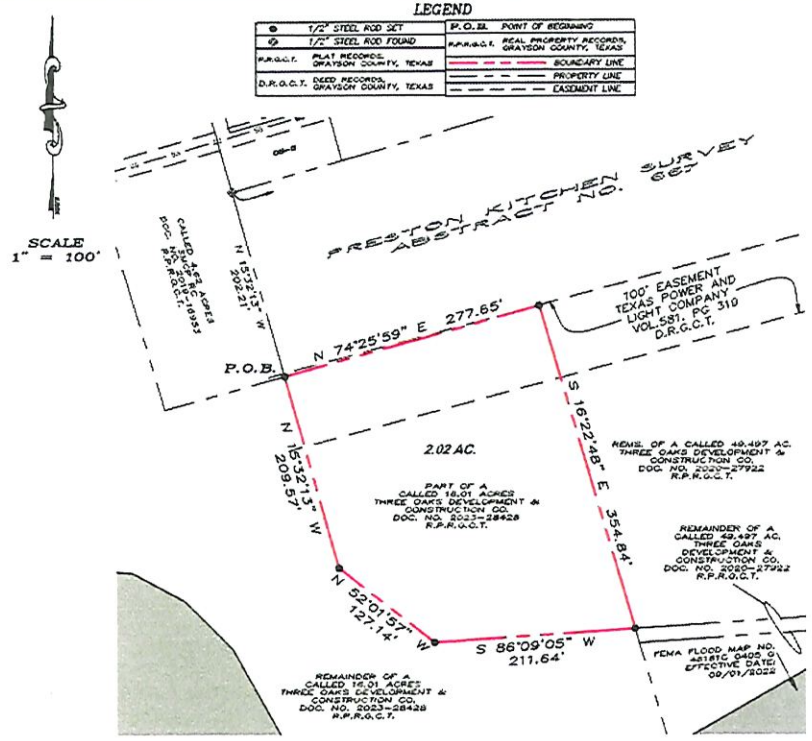
Thence crossing said 16.01 acre tract, the following 3 courses:

1. South 86°09'05" West, a distance of 211.64 feet to a 1/2" steel rod set;

2. North 52°01'57" West, a distance of 127.14 feet to a 1/2" steel rod set;

3. North 15°32'13" West, a distance of 209.57 feet to the Point of Beginning and containing 2.02 acres of land, more or less.

JOB NO. 240100056 T3
DFT: BH




## LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of Preston Kitchen Survey, Abstract No. 667, and being part of a called 16.01 acre tract of land described in the deed to Three Oaks Development and Construction Co., recorded in Document No. 2023–28428, Real Property Records, Grayson County, Texas, and being described by metes and bounds as follows:

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Thence South 16°22'48" East, with an easterly line of said 16.01 acre tract, and with a westerly line of said 49.497 acre tract, a distance of 354.84 feet to a 1/2" steel rod set for the southeast corner of the herein described tract of land;

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3. North 15°32'13" West, a distance of 209.57 feet to the Point of Beginning and containing 2.02 acres of land, more or less.

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

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

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 04/11/24

This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. It is not to be disclosed in whole or part without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.

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

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All rights reserved.

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

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

Three Oaks
Development and Construction

City Of Sherman

Amber Doan

Annexation Request

Please reference previously provided survey for a portion of the 16.01 acre survey, 2.02 acres of which is respectfully requested for annexation into the City of Sherman.

This parcel is a section of our already approved preliminary plats for Phase 3 and 4.

The following is provided:

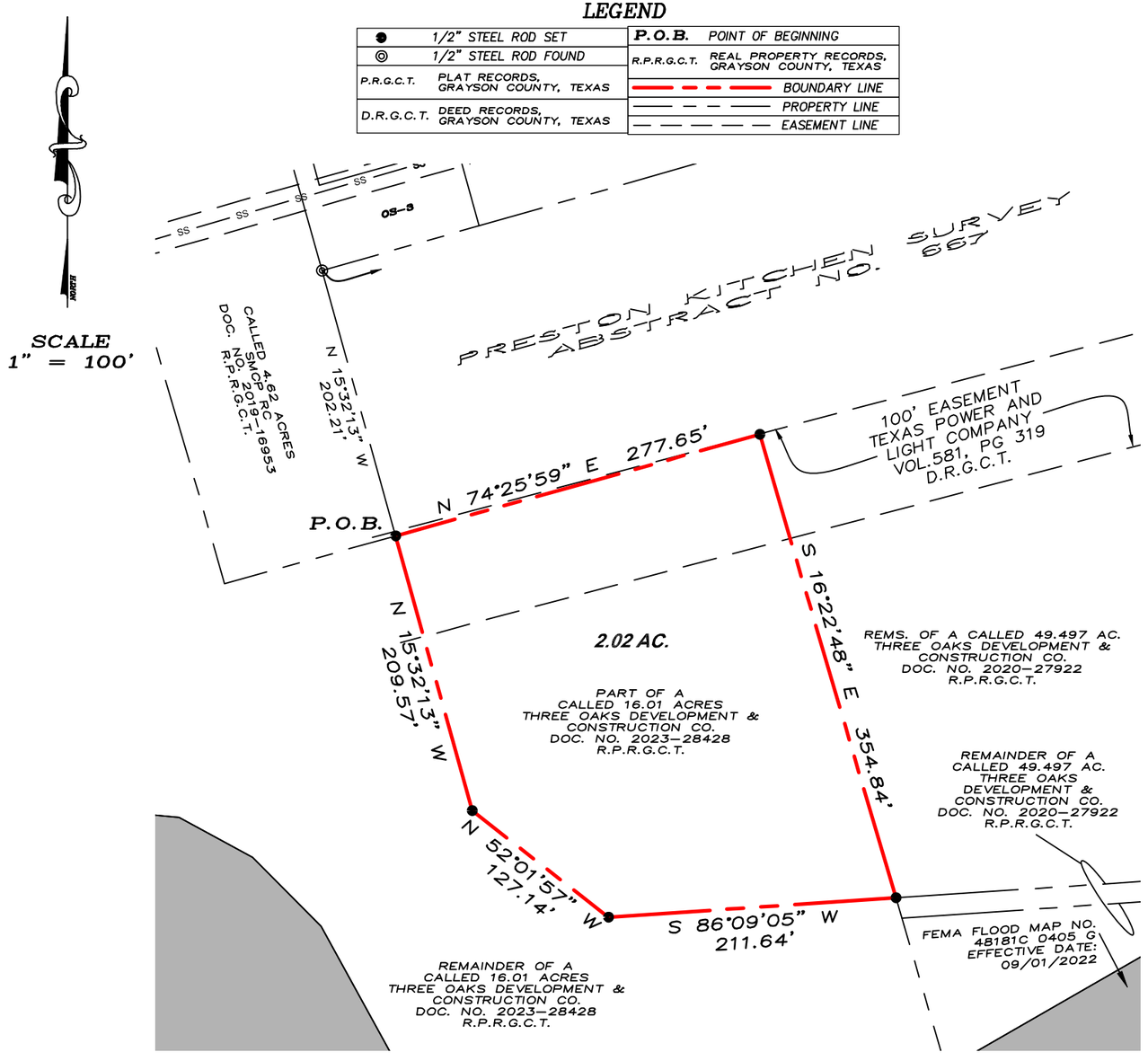
Owner: Three Oaks Development and Construction Company
1313 W Washington St, Sherman TX 75092
POC Kirk Allen, 972-672-7793, kirkallen@yahoo.com

KIRK D. ALLEN
President
Three Oaks Development and Construction Co.

JOB NO. 240100056 T3
DFT: BH

## LEGEND

| | | | |
|---|---|---|---|
| ● | 1/2" STEEL ROD SET | P.O.B. | POINT OF BEGINNING |
| ◎ | 1/2" STEEL ROD FOUND | R.P.R.G.C.T. | REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS |
| P.R.G.C.T. | PLAT RECORDS, GRAYSON COUNTY, TEXAS | | BOUNDARY LINE |
| D.R.G.C.T. | DEED RECORDS, GRAYSON COUNTY, TEXAS | | PROPERTY LINE |
| | | | EASEMENT LINE |




## LEGAL DESCRIPTION

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Thence crossing said 16.01 acre tract, the following 3 courses:

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3. North 15°32'13" West, a distance of 209.57 feet to the Point of Beginning and containing 2.02 acres of land, more or less.

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

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

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 04/11/24

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

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All rights reserved.

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

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

# Annexation - 2.02 acres, Preston Kitchen Survey, Abstract No. 667



# SHERMAN CITY COUNCIL
## Agenda Communication Form

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

**Meeting Date:** 5/20/2024

**Prepared By:** Amber Doan, Engineering Coordinator

**Approved By:** Robby Hefton, City Manager

**Caption:**

**INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6724**

Closing and Abandoning a Portion of Right of Way in the City of Sherman, Grayson County, Texas, Said Right of Way being Established in Instrument Number 2022-55 of Plat Records of Grayson County, Texas; Authorizing the City Manager to Execute a Quitclaim Deed Conveying the Same to Terra Perpetua, LLC, the Adjoining Property Owner

**Issue:**

To consider approving the closure and abandonment of a portion of dedicated right of way, original right of way being established in Instrument No. 2021-117, Plat Records, Grayson County, Texas, and authorizing conveyance of the same to Terra Perpetua, LLC, the adjoining property owner

**Background:**

Bel Air Village, Ph. 1 dedicated Right of Way in this location for an extension of a roadway throughout the proposed Phase 2. Upon design of Phase 2, the location of the road has been revised, no longer requiring the formerly dedicated Right of Way. The Right of Way is owned by the City in fee simple, so authority to convey the same to Terra Perpetua, LLC, the adjoining property owner, is sought.

**Origination:**

Terra Perpetua, LLC, Developer; Engineering Department

**Financial Consideration:**

None

**Staff Recommendation:**

Staff recommends that the City Council approve the Ordinance closing and abandoning the portion of right of way and authorizing conveyance of the same to Terra Perpetua, LLC, the adjoining property owner.

**Alternatives:**

As may be directed by City Council.

---

**Attachments:**

1. Ordinance No. 6724
2. Quit Claim Deed - 0.0253 ac
3. ROW Abandonment Request
4. Location Map-ROW Abandon

**ORDINANCE NO. 6724**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING A PORTION OF RIGHT OF WAY IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, SAID RIGHT OF WAY BEING ESTABLISHED IN INSTRUMENT NUMBER 2022-55 OF PLAT RECORDS OF GRAYSON COUNTY, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED CONVEYING THE SAME TO TERRA PERPETUA, LLC, THE ADJOINING PROPERTY OWNER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That the portion of right of way of in the City of Sherman, Grayson County, Texas, being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes, said right of way being established in Instrument Number 2022-55 of the Plat Records of Grayson County, Texas, shall be closed and abandoned.

**SECTION 2.** That it is the intent of the City Council that the right and interest in such right of way herein closed and vacated shall vest to the adjoining property owner by appropriate conveyance of said right-of-way herein described. The City Manager is hereby authorized to execute a quitclaim deed conveying the same to Terra Perpetua, LLC.

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

**INTRODUCED** on this the 20th day of May 2024.

**ADOPTED** on this the 20th day of May 2024.

**EFFECTIVE DATE** on this the 20th day of May 2024.

**CITY OF SHERMAN, TEXAS**

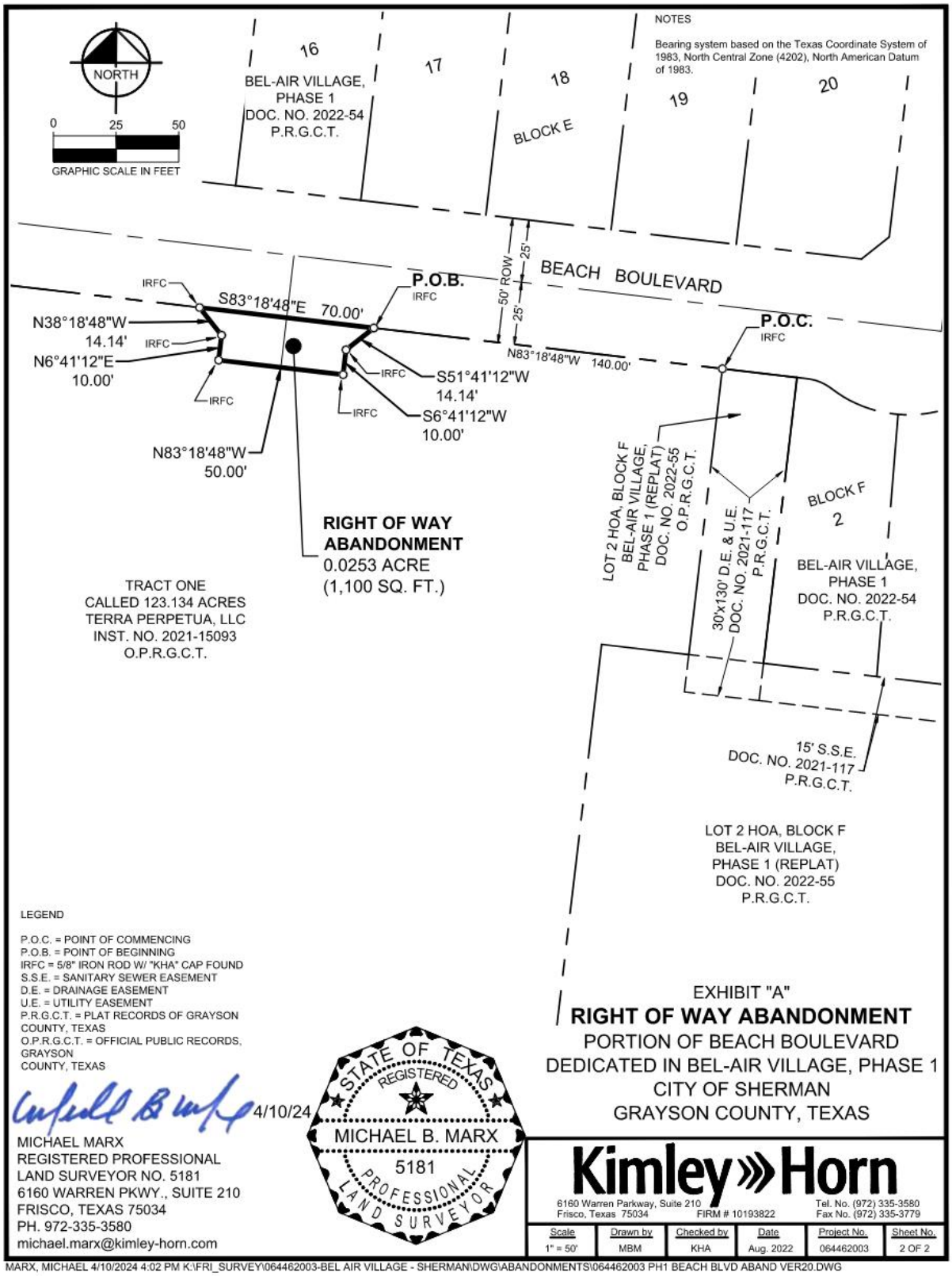
**BY:** _____
**DAVID PLYLER, MAYOR**

**ATTEST:**

**BY:** _____
**LINDA ASHBY, CITY CLERK**

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

**BY:** _____
**RYAN D. PITTMAN, CITY ATTORNEY**


NOTES
Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.
NORTH
0 25 50
GRAPHIC SCALE IN FEET
16
17
18
19
20
BEL-AIR VILLAGE, PHASE 1 DOC. NO. 2022-54 P.R.G.C.T.
BLOCK E
BEACH BOULEVARD
50' ROW
25'
25'
P.O.B.
IRFC
S83°18'48"E 70.00'
N38°18'48"W 14.14'
N6°41'12"E 10.00'
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P.O.C.
IRFC
RIGHT OF WAY ABANDONMENT
0.0253 ACRE
(1,100 SQ. FT.)
TRACT ONE
CALLED 123.134 ACRES
TERRA PERPETUA, LLC
INST. NO. 2021-15093
O.P.R.G.C.T.
LOT 2 HOA, BLOCK F BEL-AIR VILLAGE, PHASE 1 (REPLAT) DOC. NO. 2022-55 O.P.R.G.C.T.
30'x130' D.E. & U.E. DOC. NO. 2021-117 P.R.G.C.T.
BLOCK F
2
BEL-AIR VILLAGE, PHASE 1 DOC. NO. 2022-54 P.R.G.C.T.
15' S.S.E. DOC. NO. 2021-117 P.R.G.C.T.
LOT 2 HOA, BLOCK F BEL-AIR VILLAGE, PHASE 1 (REPLAT) DOC. NO. 2022-55 P.R.G.C.T.
LEGEND
P.O.C. = POINT OF COMMENCING
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P.R.G.C.T. = PLAT RECORDS OF GRAYSON COUNTY, TEXAS
O.P.R.G.C.T. = OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS
4/10/24
MICHAEL MARX
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5181
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
michael.marx@kimley-horn.com
STATE OF TEXAS
REGISTERED
MICHAEL B. MARX
5181
PROFESSIONAL
LAND SURVEYOR
EXHIBIT "A"
RIGHT OF WAY ABANDONMENT
PORTION OF BEACH BOULEVARD
DEDICATED IN BEL-AIR VILLAGE, PHASE 1
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GRAYSON COUNTY, TEXAS
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6160 Warren Parkway, Suite 210
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Fax No. (972) 335-3779
Scale 1" = 50'
Drawn by MBM
Checked by KHA
Date Aug. 2022
Project No. 064462003
Sheet No. 2 OF 2
MARX, MICHAEL 4/10/2024 4:02 PM K:\FRI_SURVEY\064462003-BEL AIR VILLAGE - SHERMAN\DWG\ABANDONMENTS\064462003 PH1 BEACH BLVD ABAND VER20.DWG

**BEING** a tract of land situated in the Sharrod Dunman Survey, Abstract No. 329, City of Sherman, Grayson County, Texas, and being a portion of a Beach Boulevard (a variable width right of way) located south of Block F of Bel-Air Village, Phase 1, an addition to the City of Sherman, according to the Amended Plat thereof recorded in Document No. 2022-54 of the Plat Records of Grayson County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the northerly, northwest corner of Lot 2-HOA, Block F of Replat Bel-Air Village, Phase 1, an addition to the City of Sherman, according to the plat thereof recorded in Document No. 2022-55 of the Plat Records of Grayson County, Texas, same being on the southerly right of way line of said Beach Boulevard;

**THENCE** North 83°18'48" West, along the southerly right of way line of said Beach Boulevard, a distance of 140.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the **POINT OF BEGINNING** of the herein described abandonment tract;

**THENCE** South 51°41'12" West, along the southerly right of way line of said Beach Boulevard, a distance of 14.14 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for corner;

**THENCE** South 06°41'12" West, continuing along the southerly right of way line of said Beach Boulevard, a distance of 10.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for corner;

**THENCE** North 83°18'48" West, continuing along the southerly right of way line of said Beach Boulevard, a distance of 50.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for corner;

**THENCE** North 06°41'12" East, continuing along the southerly right of way line of said Beach Boulevard, a distance of 10.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for corner;

**THENCE** North 38°18'48" West, continuing along the southerly right of way line of said Beach Boulevard, a distance of 14.14 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for corner;

**THENCE** South 83°18'48" East, departing the southerly right of way line of said Beach Boulevard and crossing said Beach Boulevard, a distance of 70.00 feet to the **POINT OF BEGINNING** and containing 1,100 square feet or 0.0253 acres of land.

EXHIBIT "A"

**RIGHT OF WAY ABANDONMENT**

PORTION OF BEACH BOULEVARD
DEDICATED IN BEL-AIR VILLAGE, PHASE 1
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

4/10/24

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

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

Kimley»Horn

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| N/A | MBM | KHA | Aug. 2022 | 064462003 | 1 OF 2 |

MARX, MICHAEL 4/10/2024 4:02 PM K:\FRI_SURVEY\064462003-BEL AIR VILLAGE - SHERMAN\DWG\ABANDONMENTS\064462003 PH1 BEACH BLVD ABAND VER20.DWG

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.**

# QUITCLAIM DEED

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GRAYSON §

As used herein, the following terms shall have the following meanings:

**Effective Date:** _____, 20___

**Grantor:** CITY OF SHERMAN, TEXAS, a home-rule municipality

**Grantor's Mailing Address:** P.O. Box 1106
Sherman, TX 75091

**Grantee:** TERRA PERPETUA, LLC

**Grantee's Mailing Address:** _____
_____

**Consideration:** TEN DOLLARS ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

**Property (including any improvements):**

0.0253± acres of land, situated in the Sharrod Dunman Survey, Abstract no. 329, in the City of Sherman, County of Grayson, State of Texas, as more particularly described and depicted in Exhibit 1, attached hereto and incorporated herein for all purposes ("Property").

Grantor, for the Consideration, quitclaims to Grantee all of Grantor's right, title and interest, if any, in and to the Property, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, without warranty of any kind. Neither Grantor nor Grantor's heirs, successors or assigns will have, claim or demand any right or title to the Property or any part of it.

This conveyance is made by the Grantor and accepted by the Grantee subject to the validly existing and enforceable rights, interests, estates, rights-of-way, easements, encumbrances and other matters presently recorded in Grayson County, Texas, and to all matters that would be revealed by a current survey of the Property.

By acceptance of this Deed, Grantee hereby agrees and acknowledges that:

IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY IS BEING SOLD AND CONVEYED HEREUNDER "AS IS" WITH ANY AND ALL FAULTS AND LATENT

AND PATENT DEFECTS WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY BY GRANTOR. GRANTOR HAS NOT MADE AND DOES NOT HEREBY MAKE AND HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE PROPERTY (OTHER THAN GRANTOR'S SPECIAL WARRANTY OF TITLE CONTAINED HEREIN), INCLUDING, WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY RELATING TO: (I) THE USE, INCOME POTENTIAL, EXPENSES, MAINTENANCE, OPERATION, CHARACTERISTICS, ZONING OR CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF SUITABILITY, TENANTABILITY, HABITABILITY, MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC PURPOSE OR A PARTICULAR PURPOSE; (II) THE NATURE, MANNER OR CONDITION OF THE PROPERTY, ON THE SURFACE OR SUBSURFACE THEREOF, WHETHER OR NOT OBVIOUS, VISIBLE OR APPARENT; (III) THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OR ABSENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS OR THE COMPLIANCE OF THE PROPERTY WITH ANY APPLICABLE REGULATIONS OR LAWS INCLUDING WITHOUT LIMITATION THOSE REGULATIONS OR LAWS PERTAINING TO HEALTH, SAFETY OR THE ENVIRONMENT AND (IV) THE SOIL CONDITIONS, DRAINAGE, GROUNDWATER CONDITION, FLOODING CHARACTERISTICS, UTILITIES OR OTHER CONDITIONS EXISTING IN, ON OR UNDER THE PROPERTY.

GRANTEE ACKNOWLEDGES AND AGREES THAT IT IS ACCEPTING THIS DEED WITHOUT RELYING UPON ANY SUCH REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION, ORAL OR WRITTEN, MADE BY GRANTOR OR ANY REPRESENTATIVE OF GRANTOR OR ANY OTHER PERSON ACTING OR PURPORTING TO ACT FOR OR ON BEHALF OF GRANTOR WITH RESPECT TO THE PROPERTY. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS EXPERIENCED IN THE OWNERSHIP AND OPERATION OF PROPERTIES SIMILAR TO THE PROPERTY AND THAT GRANTEE PRIOR TO THE CLOSING DATE WILL HAVE INSPECTED THE PROPERTY TO GRANTEE'S SATISFACTION AND GRANTEE IS QUALIFIED TO MAKE SUCH INSPECTION. GRANTEE ACKNOWLEDGES THAT IT IS SOLELY RELYING ON GRANTEE'S (OR GRANTEE'S REPRESENTATIVES') INSPECTION, EXAMINATION AND EVALUATION OF THE PROPERTY. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS (OR GRANTEE'S REPRESENTATIVES HAVE), OR PRIOR TO THE CLOSING DATE WILL HAVE, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY), AND GRANTEE ACKNOWLEDGES THAT GRANTEE IS RELYING SOLELY UPON ITS OWN (OR ITS REPRESENTATIVES') INSPECTION, EXAMINATION AND EVALUATION OF THE PROPERTY. GRANTEE REPRESENTS THAT IT SHALL INSPECT THE PROPERTY AND SHALL RELY SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY TO DETERMINE THE CONDITION OF THE PROPERTY AND NOT ON ANY INFORMATION

PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN GRANTOR'S DETERMINATION OF THE CONSIDERATION FOR THE TRANSFER OF THE PROPERTY TO GRANTEE.

GRANTEE, ON BEHALF OF GRANTEE AND GRANTEE'S SUCCESSORS AND ASSIGNS (COLLECTIVELY, "GRANTEE PARTIES") AND ANYONE CLAIMING BY, THROUGH OR UNDER GRANTEE HEREBY FULLY, UNCONDITIONALLY AND IRREVOCABLY RELEASES GRANTOR AND GRANTOR'S EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, SERVANTS, ATTORNEYS, SUCCESSORS AND ASSIGNS, AND ALL PERSONS, FIRMS, CORPORATIONS AND ORGANIZATIONS ACTING ON THE BEHALF OF EACH OF THE FOREGOING (COLLECTIVELY, THE "GRANTOR PARTIES") FROM ANY AND ALL CLAIMS, COUNTERCLAIMS, COSTS, LOSSES, LIABILITIES, OBLIGATIONS, LEGAL OR ADMINISTRATIVE ORDERS OR PROCEEDINGS, DAMAGES, PUNITIVE DAMAGES, EXPENSES, PENALTIES, FINES, DEMANDS, ACTIONS OR CAUSES OF ACTION AND JUDGMENTS (COLLECTIVELY, "CLAIMS") THAT GRANTEE, ANY GRANTEE PARTY OR ANYONE CLAIMING BY, THROUGH OR UNDER GRANTEE MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST ANY GRANTOR PARTY (INCLUDING AS A RESULT OF A GRANTOR PARTIES' NEGLIGENCE OR STRICT LIABILITY) ARISING FROM OR RELATED TO ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS OR OTHER CONDITIONS, WHETHER ENVIRONMENTAL, GEOTECHNICAL, SEISMIC OR OTHERWISE, AFFECTING THE PROPERTY OR ANY PORTION THEREOF.

THE PROVISIONS OF THE ABOVE PARAGRAPHS WERE BARGAINED FOR BY THE PARTIES AND IF GRANTEE REQUIRED GRANTOR EITHER (A) TO MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION OF THE PROPERTY OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN OR (B) TO MAKE REPAIRS, ALTERATIONS OR IMPROVEMENTS WITH RESPECT TO SAID CONDITION, THE CONSIDERATION AND OTHER TERMS OF THE TRANSACTION WOULD HAVE BEEN MATERIALLY DIFFERENT.

This instrument shall be binding on, and inure to the benefit of, Grantee and Grantor and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Name: _____
Its: _____

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared ROBBY HEFTON, 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 City Manager and duly authorized representative of the CITY OF SHERMAN, TEXAS, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Sherman, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2024.

_____
Notary Public, State of Texas
My Commission Expires:_____

ATTEST:

BY: _____
Linda Ashby, City Clerk

APPROVED AS TO FORM:
Abernathy, Roeder, Boyd & Hullett, P.C.

By: _____
Ryan D. Pittman, City Attorney

**AGREED AND ACCEPTED BY GRANTEE:**

TERRA PERPETUA, LLC

By: _____

Printed Name: _____

Its: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____**,** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the duly authorized representative of TERRA PERPETUA, LLC, and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

_____
Notary Public, State of Texas
My Commission Expires:_____

After Recording Return to:
Abernathy, Roeder, Boyd & Hullett, P.C.
1700 Redbud Boulevard, Suite 300
McKinney, Texas 75069
Attention: Ryan D. Pittman

# Exhibit 1
# Legal Description of the Property

**BEING** a tract of land situated in the Sharrod Dunman Survey, Abstract No. 329, City of Sherman, Grayson County, Texas, and being a portion of a Beach Boulevard (a variable width right of way) located south of Block F of Bel-Air Village, Phase 1, an addition to the City of Sherman, according to the Amended Plat thereof recorded in Document No. 2022-54 of the Plat Records of Grayson County, Texas, and being more particularly described by metes and bounds as follows:

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**RIGHT OF WAY ABANDONMENT**
PORTION OF BEACH BOULEVARD
DEDICATED IN BEL-AIR VILLAGE, PHASE 1
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

4/10/24

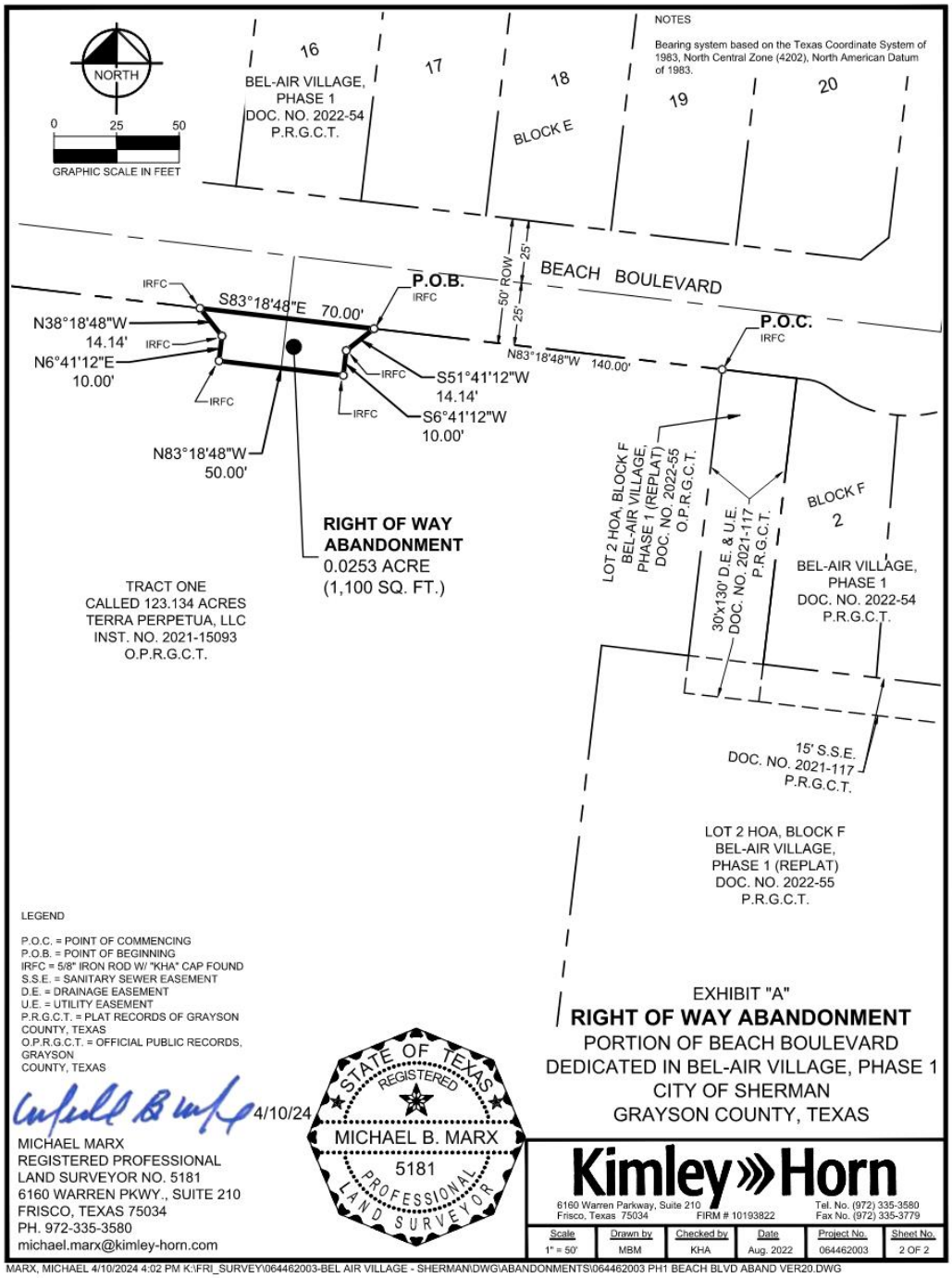
STATE OF TEXAS
REGISTERED
MICHAEL B. MARX
5181
PROFESSIONAL
LAND SURVEYOR

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Tel. No. (972) 770-1300
Fax No. (972) 239-3820

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| N/A | MBM | KHA | Aug. 2022 | 064462003 | 1 OF 2 |

MARX, MICHAEL 4/10/2024 4:02 PM K:\FRI_SURVEY\064462003-BEL AIR VILLAGE - SHERMAN\DWG\ABANDONMENTS\064462003 PH1 BEACH BLVD ABAND VER20.DWG


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michael.marx@kimley-horn.com
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ROW Abandonment Request

***Owner Demographic Information:***

Terra Perpetua, LLC. – 2800 N Dallas Pkwy, Suite 324, Plano, TX 75093
Phone: 972-265-6900
Contact: Ronny Guerrero

***Request:***

This request is to abandon the 0.0253 acre ROW easement that was established with the Bel-Air Village Phase 1 Final Plat.

***Reason for requesting abandonment:***

This ROW abandonment is due to the ROW no longer being needed. Phase 1 proposed a roadway connection at this location. Phase 2 has since updated this plan and no longer requires this ROW easement.

***Legal Description:***

BEING a tract of land situated in the Sharrod Dunman Survey, Abstract No. 329, City of Sherman, Grayson County, Texas, and being a portion of a Beach Boulevard (a variable width right of way) located south of Block F of Bel-Air Village, Phase 1, an addition to the City of Sherman, according to the Amended Plat thereof recorded in Document No. 2022-54 of the Plat Records of Grayson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the northerly, northwest corner of Lot 2-HOA, Block F of Replat Bel-Air Village, Phase 1, an addition to the City of Sherman, according to the plat thereof recorded in Document No. 2022-55 of the Plat Records of Grayson County, Texas, same being on the southerly right of way line of said Beach Boulevard;

THENCE North 83°18'48" West, along the southerly right of way line of said Beach Boulevard, a distance of 140.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the POINT OF BEGINNING of the herein described abandonment tract;

THENCE South 51°41'12" West, along the southerly right of way line of said Beach Boulevard, a distance of 14.14 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for corner;

THENCE South 06°41'12" West, continuing along the southerly right of way line of said Beach Boulevard, a distance of 10.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for corner;

THENCE North 83°18'48" West, continuing along the southerly right of way line of said Beach Boulevard, a distance of 50.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for corner;

THENCE North 06°41'12" East, continuing along the southerly right of way line of said Beach Boulevard, a distance of 10.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for corner;

THENCE North 38°18'48" West, continuing along the southerly right of way line of said Beach Boulevard, a distance of 14.14 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for corner;

THENCE South 83°18'48" East, departing the southerly right of way line of said Beach Boulevard and crossing said Beach Boulevard, a distance of 70.00 feet to the POINT OF BEGINNING and containing 1,100 square feet or 0.0253 acres of land.

***Signature(s) of Record Owner requesting abandonment:***



***Signature(s) of Property owners adjacent to proposed ROW abandonment:***



**BEING** a tract of land situated in the Sharrod Dunman Survey, Abstract No. 329, City of Sherman, Grayson County, Texas, and being a portion of a Beach Boulevard (a variable width right of way) located south of Block F of Bel-Air Village, Phase 1, an addition to the City of Sherman, according to the Amended Plat thereof recorded in Document No. 2022-54 of the Plat Records of Grayson County, Texas, and being more particularly described by metes and bounds as follows:

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**THENCE** South 06°41'12" West, continuing along the southerly right of way line of said Beach Boulevard, a distance of 10.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped “KHA” found for corner;

**THENCE** North 83°18'48" West, continuing along the southerly right of way line of said Beach Boulevard, a distance of 50.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped “KHA” found for corner;

**THENCE** North 06°41'12" East, continuing along the southerly right of way line of said Beach Boulevard, a distance of 10.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped “KHA” found for corner;

**THENCE** North 38°18'48" West, continuing along the southerly right of way line of said Beach Boulevard, a distance of 14.14 feet to a 5/8-inch iron rod with a red plastic cap, stamped “KHA” found for corner;

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EXHIBIT "A"

**RIGHT OF WAY ABANDONMENT**

PORTION OF BEACH BOULEVARD
DEDICATED IN BEL-AIR VILLAGE, PHASE 1
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

4/10/24

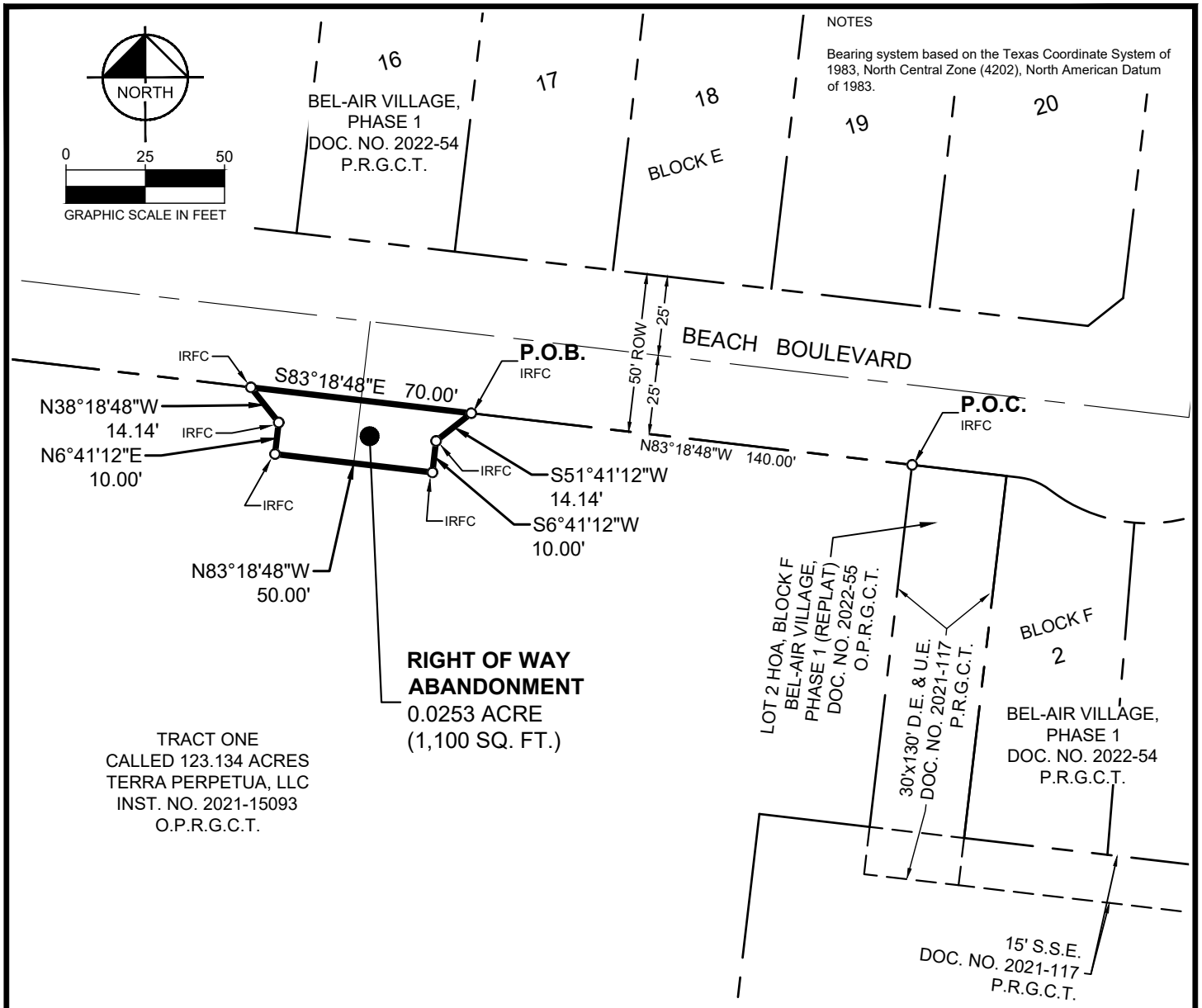
MICHAEL MARX
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5181
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
michael.marx@kimley-horn.com

STATE OF TEXAS
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Tel. No. (972) 770-1300
Fax No. (972) 239-3820

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
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NOTES

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

LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRFC = 5/8" IRON ROD W/ "KHA" CAP FOUND
S.S.E. = SANITARY SEWER EASEMENT
D.E. = DRAINAGE EASEMENT
U.E. = UTILITY EASEMENT
P.R.G.C.T. = PLAT RECORDS OF GRAYSON COUNTY, TEXAS
O.P.R.G.C.T. = OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS

4/10/24

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michael.marx@kimley-horn.com

STATE OF TEXAS
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LAND SURVEYOR

EXHIBIT "A"

# RIGHT OF WAY ABANDONMENT

PORTION OF BEACH BOULEVARD
DEDICATED IN BEL-AIR VILLAGE, PHASE 1
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

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

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# Bel-Air Village Phase 1 Right-of-Way Abandonment



# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Regular Meeting** Agenda Item No. F.9.

**Meeting Date:** 5/20/2024

**Prepared By:** Amber Doan, Engineering Coordinator

**Approved By:** Robby Hefton, City Manager

**Caption:**

**INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6725**

Abandoning a Portion of One (1) Fifteen-foot (15') wide Sanitary Sewer Easement Located in Lot 2-HOA, Block F of Replat Bel-Air Village, Phase 1, Being More Particularly Described in the Exhibit "A" Attached Hereto and Made a P art Hereof for all Purposes, which Sanitary Sewer Easement is Established in Instrument No. 2022-55, Plat Records, Grayson County, Texas

**Issue:**

To consider the abandonment of a portion of one (1) Fifteen-foot (15') wide Sanitary Sewer Easement located in Lot 2-HOA, Block F of Replat Bel-Air Village, Ph. 1 in the City of Sherman, Grayson County, Texas

**Background:**

Said portion of easement, which is filed of record in Instrument No. 2022-55, Plat Records, Grayson County, Texas, is not being utilized and is no longer deemed necessary.

**Origination:**

Terra Perpetua, LLC, Developer; Engineering Department

**Financial Consideration:**

None

**Staff Recommendation:**

Staff recommends approval of the portion of one (1) 15' Sanitary Sewer Easement abandonment.

**Alternatives:**

As may be directed by City Council.

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**Attachments:**

1. Ordinance No. 6725
2. SSE Abandon Exhibit
3. SSE Abandonment Request
4. Location Map-SS Eas Abandon

**ORDINANCE NO. 6725**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING A PORTION OF ONE (1) FIFTEEN-FOOT (15′) WIDE SANITARY SEWER EASEMENT LOCATED IN LOT 2-HOA, BLOCK F OF REPLAT BEL-AIR VILLAGE, PHASE 1, BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH SANITARY SEWER EASEMENT IS ESTABLISHED IN INSTRUMENT NO. 2022-55 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

WHEREAS, the City of Sherman, Texas has received a request to abandon a portion of one (1) Fifteen-foot (15′) wide Sanitary Sewer Easement, as described herein; and

WHEREAS, THE Sanitary Sewer Main Easement is established in Instrument No. 2022-55 of the Plat Records of Grayson County, Texas; and

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

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

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

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

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

**SECTION 1.** That the Sanitary Sewer Easement described on the Exhibit "A" attached hereto and made a part hereof for all purposes, is hereby abandoned.

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

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

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

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

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

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

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

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

**INTRODUCED** on this the 20th day of May 2024.

**ADOPTED** on this the 20th day of May 2024.

**EFFECTIVE DATE** on this the 20th day of May 2024.

**CITY OF SHERMAN, TEXAS**

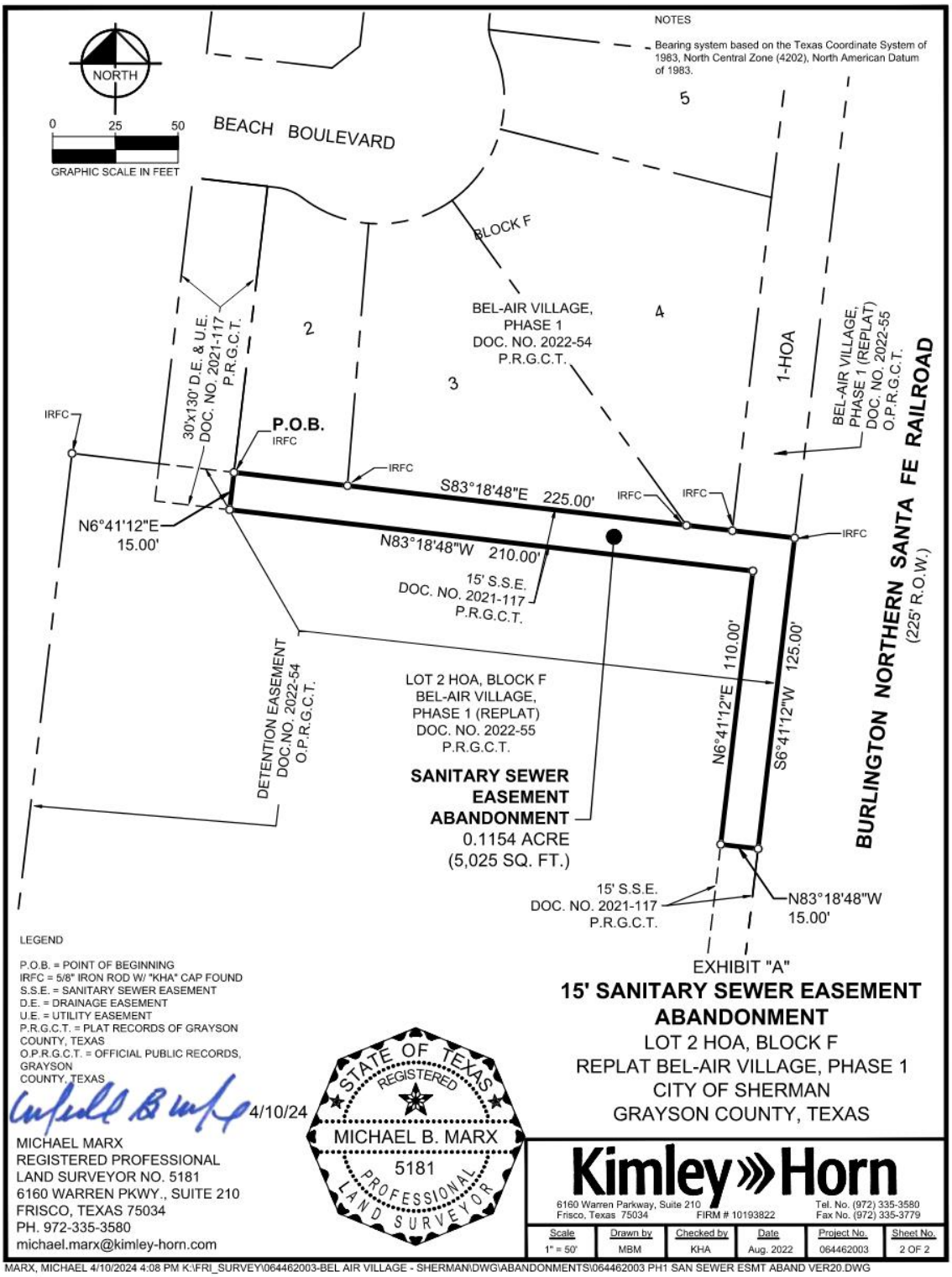
**BY:** _____
**DAVID PLYLER, MAYOR**

**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**


NOTES
Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.
NORTH
0 25 50
GRAPHIC SCALE IN FEET
BEACH BOULEVARD
BLOCK F
BEL-AIR VILLAGE, PHASE 1 DOC. NO. 2022-54 P.R.G.C.T.
30'x130' D.E. & U.E. DOC. NO. 2021-117 P.R.G.C.T.
1-HOA
BEL-AIR VILLAGE, PHASE 1 (REPLAT) DOC. NO. 2022-55 O.P.R.G.C.T.
BURLINGTON NORTHERN SANTA FE RAILROAD (225' R.O.W.)
P.O.B.
IRFC
S83°18'48"E 225.00'
N6°41'12"E 15.00'
N83°18'48"W 210.00'
15' S.S.E. DOC. NO. 2021-117 P.R.G.C.T.
DETENTION EASEMENT DOC.NO. 2022-54 O.P.R.G.C.T.
LOT 2 HOA, BLOCK F BEL-AIR VILLAGE, PHASE 1 (REPLAT) DOC. NO. 2022-55 P.R.G.C.T.
SANITARY SEWER EASEMENT ABANDONMENT
0.1154 ACRE
(5,025 SQ. FT.)
N6°41'12"E 110.00'
S6°41'12"W 125.00'
N83°18'48"W 15.00'
LEGEND
P.O.B. = POINT OF BEGINNING
IRFC = 5/8" IRON ROD W/ "KHA" CAP FOUND
S.S.E. = SANITARY SEWER EASEMENT
D.E. = DRAINAGE EASEMENT
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4/10/24
MICHAEL MARX
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michael.marx@kimley-horn.com
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EXHIBIT "A"
15' SANITARY SEWER EASEMENT ABANDONMENT
LOT 2 HOA, BLOCK F
REPLAT BEL-AIR VILLAGE, PHASE 1
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS
Kimley»Horn
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Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779
Scale 1" = 50'
Drawn by MBM
Checked by KHA
Date Aug. 2022
Project No. 064462003
Sheet No. 2 OF 2
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**BEING** a tract of land situated in the Sharrod Dunman Survey, Abstract No. 329, City of Sherman, Grayson County, Texas, and being a portion of a 15' wide Sanitary Sewer Easement situated in Lot 2-HOA, Block F of Replat Bel-Air Village, Phase 1, an addition to the City of Sherman, according to the plat thereof recorded in Document No. 2022-55 of the Plat Records of Grayson County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the southwest corner of Lot 2, Block F of Bel-Air Village, Phase 1, an addition to the City of Sherman, according to the Amending Plat thereof recorded in Document No. 2022-54 of the Plat Records of Grayson County, Texas, same also being on a northerly line of said Lot 2-HOA;

**THENCE** South 83°18'48" East, along the southerly line of Lots 2, 3 and 4, Block F of said amending plat and a northerly line of said Lot 2-HOA and the northerly line of said 15' wide Sanitary Sewer Easement, passing the southeast corner of said Lot 4 and the southwest corner of Lot 1-HOA, Block F of said amending plat, continuing along the south line of said Lot 1-HOA, a total distance of 225.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found the northeast corner of said Lot 2-HOA and said 15' wide Sanitary Sewer Easement, same being on the westerly line of the Burlington Northern Santa Fe Railroad 225' wide right of way;

**THENCE** South 06°41'12" West, along the easterly line of said Lot 2-HOA, and said 15' wide Sanitary Sewer Easement, and the westerly line of the Burlington Northern Santa Fe Railroad 225' wide right of way, a distance of 125.00 feet to a point for corner;

**THENCE** North 83°18'48" West, departing the easterly line of said Lot 2-HOA, and said 15' wide Sanitary Sewer Easement, and the westerly line of the Burlington Northern Santa Fe Railroad 225' wide right of way, crossing said Lot 2-HOA, a distance of 15.00 feet to a corner on the westerly line of said 15' wide Sanitary Sewer Easement;

**THENCE** North 06°41'12" East, along the westerly line of said 15' wide Sanitary Sewer Easement, a distance of 110.00 feet to a point for corner;

**THENCE** North 83°18'48" West, along the southerly line of said 15' wide Sanitary Sewer Easement, a distance of 210.00 feet to the westerly, southwest corner of said 15' wide Sanitary Sewer Easement;

**THENCE** North 06°41'12" East, along the westerly line of said 15' wide Sanitary Sewer Easement, a distance of 15.00 feet to the **POINT OF BEGINNING** and containing 5,025 square feet or 0.1154 acres of land.

EXHIBIT "A"

**15' SANITARY SEWER EASEMENT ABANDONMENT**

LOT 2 HOA, BLOCK F
REPLAT BEL-AIR VILLAGE, PHASE 1
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

4/10/24

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REPLAT BEL-AIR VILLAGE, PHASE 1
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

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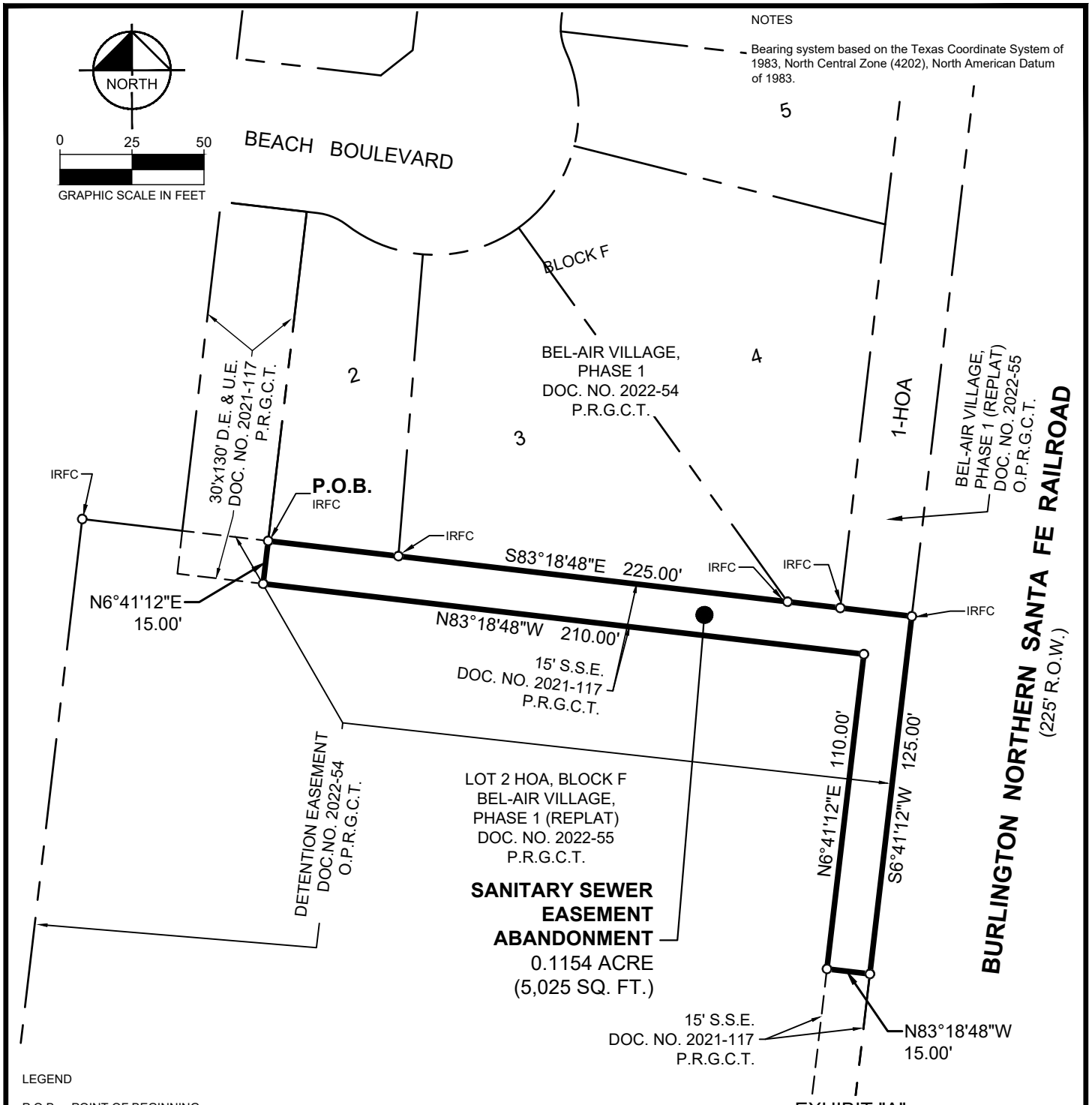
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Sanitary Sewer Easement Abandonment Request

***Owner Demographic Information:***

Terra Perpetua, LLC. – 2800 N Dallas Pkwy, Suite 324, Plano, TX 75093
Phone: 972-265-6900
Contact: Ronny Guerrero

***Request:***

This request is to abandon the 0.1154 acre sanitary sewer easement that was established with the Bel-Air Village Phase 1 Final Plat.

***Reason for requesting abandonment:***

This easement is no longer needed for the development. The sewer line in this location has been relocated to a proposed street within phase 2. This street is proposed under the phase 2 development and Final Plat.

***Legal Description:***

BEING a tract of land situated in the Sharrod Dunman Survey, Abstract No. 329, City of Sherman, Grayson County, Texas, and being a portion of a 15' wide Sanitary Sewer Easement situated in Lot 2-HOA, Block F of Replat Bel-Air Village, Phase 1, an addition to the City of Sherman, according to the plat thereof recorded in Document No. 2022-55 of the Plat Records of Grayson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the southwest corner of Lot 2, Block F of Bel-Air Village, Phase 1, an addition to the City of Sherman, according to the Amending Plat thereof recorded in Document No. 2022-54 of the Plat Records of Grayson County, Texas, same also being on a northerly line of said Lot 2-HOA;

THENCE South 83°18'48" East, along the southerly line of Lots 2, 3 and 4, Block F of said amending plat and a northerly line of said Lot 2-HOA and the northerly line of said 15' wide Sanitary Sewer Easement, passing the southeast corner of said Lot 4 and the southwest corner of Lot 1-HOA, Block F of said amending plat, continuing along the south line of said Lot 1-HOA, a total distance of 225.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found the northeast corner of said Lot 2-HOA and said 15' wide Sanitary

Sewer Easement, same being on the westerly line of the Burlington Northern Santa Fe Railroad 225' wide right of way;

THENCE South 06°41'12" West, along the easterly line of said Lot 2-HOA, and said 15' wide Sanitary Sewer Easement, and the westerly line of the Burlington Northern Santa Fe Railroad 225' wide right of way, a distance of 125.00 feet to a point for corner;

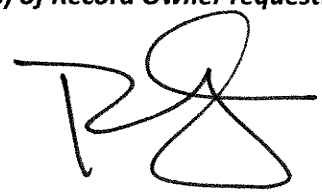
THENCE North 83°18'48" West, departing the easterly line of said Lot 2-HOA, and said 15' wide Sanitary Sewer Easement, and the westerly line of the Burlington Northern Santa Fe Railroad 225' wide right of way, crossing said Lot 2-HOA, a distance of 15.00 feet to a corner on the westerly line of said 15' wide Sanitary Sewer Easement;

THENCE North 06°41'12" East, along the westerly line of said 15' wide Sanitary Sewer Easement, a distance of 110.00 feet to a point for corner;

THENCE North 83°18'48" West, along the southerly line of said 15' wide Sanitary Sewer Easement, a distance of 210.00 feet to the westerly, southwest corner of said 15' wide Sanitary Sewer Easement;

THENCE North 06°41'12" East, along the westerly line of said 15' wide Sanitary Sewer Easement, a distance of 15.00 feet to the POINT OF BEGINNING and containing 5,025 square feet or 0.1154 acres of land.

***Signature(s) of Record Owner requesting abandonment:***



**BEING** a tract of land situated in the Sharrod Dunman Survey, Abstract No. 329, City of Sherman, Grayson County, Texas, and being a portion of a 15' wide Sanitary Sewer Easement situated in Lot 2-HOA, Block F of Replat Bel-Air Village, Phase 1, an addition to the City of Sherman, according to the plat thereof recorded in Document No. 2022-55 of the Plat Records of Grayson County, Texas, and being more particularly described by metes and bounds as follows:

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**THENCE** South 83°18'48" East, along the southerly line of Lots 2, 3 and 4, Block F of said amending plat and a northerly line of said Lot 2-HOA and the northerly line of said 15' wide Sanitary Sewer Easement, passing the southeast corner of said Lot 4 and the southwest corner of Lot 1-HOA, Block F of said amending plat, continuing along the south line of said Lot 1-HOA, a total distance of 225.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found the northeast corner of said Lot 2-HOA and said 15' wide Sanitary Sewer Easement, same being on the westerly line of the Burlington Northern Santa Fe Railroad 225' wide right of way;

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**THENCE** North 83°18'48" West, departing the easterly line of said Lot 2-HOA, and said 15' wide Sanitary Sewer Easement, and the westerly line of the Burlington Northern Santa Fe Railroad 225' wide right of way, crossing said Lot 2-HOA, a distance of 15.00 feet to a corner on the westerly line of said 15' wide Sanitary Sewer Easement;

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EXHIBIT "A"

**15' SANITARY SEWER EASEMENT ABANDONMENT**

LOT 2 HOA, BLOCK F
REPLAT BEL-AIR VILLAGE, PHASE 1
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

4/10/24

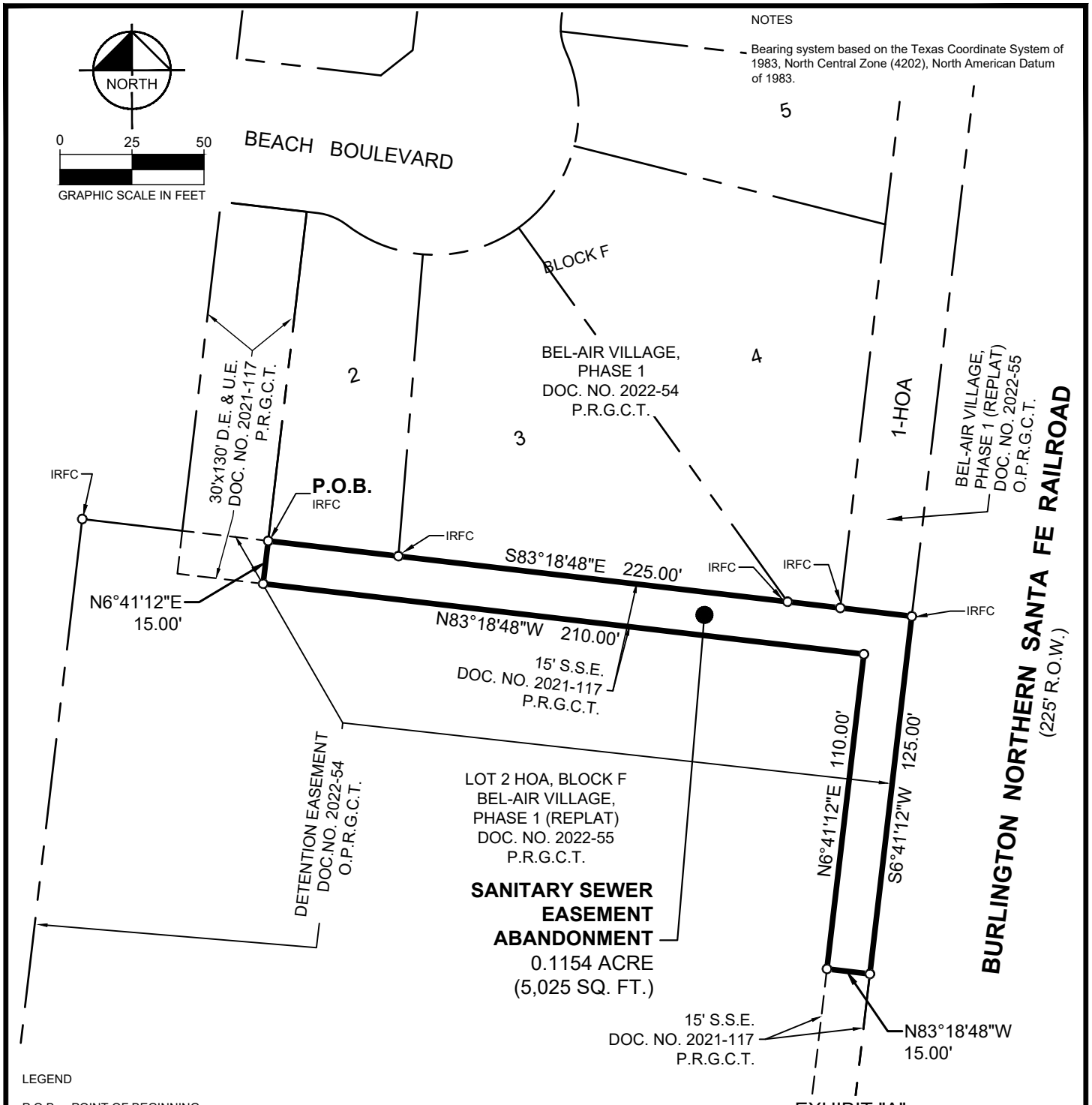
MICHAEL MARX
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LAND SURVEYOR NO. 5181
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
michael.marx@kimley-horn.com

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Fax No. (972) 239-3820

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LEGEND

P.O.B. = POINT OF BEGINNING
IRFC = 5/8" IRON ROD W/ "KHA" CAP FOUND
S.S.E. = SANITARY SEWER EASEMENT
D.E. = DRAINAGE EASEMENT
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P.R.G.C.T. = PLAT RECORDS OF GRAYSON COUNTY, TEXAS
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EXHIBIT "A"

# 15' SANITARY SEWER EASEMENT ABANDONMENT

LOT 2 HOA, BLOCK F
REPLAT BEL-AIR VILLAGE, PHASE 1
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

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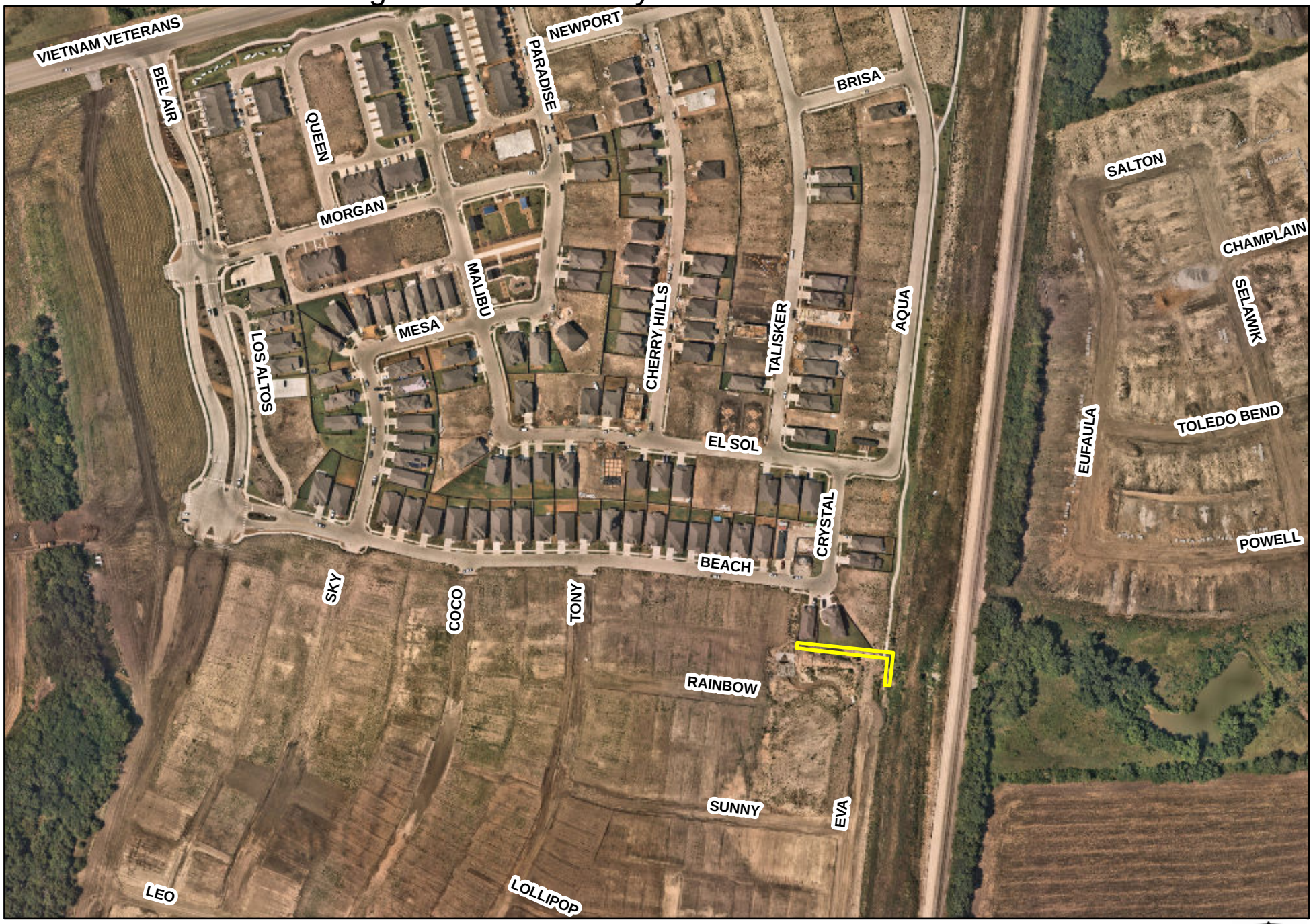

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# Bel-Air Village Phase 1 Sanitary Sewer Easement Abandonment



# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Regular Meeting** Agenda Item No. F.10.

**Meeting Date:** 5/20/2024

**Prepared By:** Amber Doan, Engineering Coordinator

**Approved By:** Robby Hefton, City Manager

**Caption:**

**INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6726**

Abandoning One (1) 3.728 acre Detention Easement located in Lot 2-HOA, Block F of Replat Bel-Air Village, Phase 1, Being More Particularly Described in the Exhibit "A" Attached Hereto and Made a Part Hereof for all Purposes, which Detention Easement Being is Established in Instrument No. 2022-55, Plat Records, Grayson County, Texas

**Issue:**

To consider the abandonment of one 3.728 acre Detention Easement located in the Replat Bel-Air Village, Phase 1 in the City of Sherman, Grayson County, Texas.

**Background:**

Said Easement, which is established in Instrument No. 2022-55, Plat Records, Grayson County, Texas, is no longer deemed necessary. A Flood Study has been completed indicating the Easement is no longer necessary due to previously done site work.

**Origination:**

Terra Perpetua, LLC, Developer; Engineering Department

**Financial Consideration:**

None

**Staff Recommendation:**

Staff recommends approval of the Detention Easement abandonment.

**Alternatives:**

As may be directed by City Council

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**Attachments:**

1. Ordinance No. 6726
2. Detention Eas Abandon Exhibit
3. Detention Easement Abandon Request
4. Location Map-Detention Eas Abandon

**ORDINANCE NO. 6726**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING ONE (1) 3.728 ACRE DETENTION EASEMENT LOCATED IN LOT 2-HOA, BLOCK F OF REPLAT BEL-AIR VILLAGE, PHASE 1, BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH DETENTION EASEMENT IS ESTABLISHED IN INSTRUMENT NO. 2022-55 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

WHEREAS, the City of Sherman, Texas has received a request to abandon one 3.728 acre Detention Easement, as described herein; and

WHEREAS, the Detention Easement is established in Instrument No. 2022-55 of the Plat Records of Grayson County, Texas; and

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

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

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

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

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

**SECTION 1.** That the Detention Easement described on the Exhibit "A" attached hereto and made a part hereof for all purposes, is hereby abandoned.

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

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

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

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

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

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

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

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

**INTRODUCED** on this the 20th day of May 2024.

**ADOPTED** on this the 20th day of May 2024.

**EFFECTIVE DATE** on this the 20th day of May 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**

**BEING** a tract of land situated in the Sharrod Dunman Survey, Abstract No. 329, City of Sherman, Grayson County, Texas, and being all of a Detention Easement situated in Lot 2-HOA, Block F of Replat Bel-Air Village, Phase 1, an addition to the City of Sherman, according to the plat thereof recorded in Document No. 2022-55 of the Plat Records of Grayson County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the southeast corner of said Lot 2-HOA and said Detention Easement, same being on the westerly line of the Burlington Northern Santa Fe Railroad 225' wide right of way;

**THENCE** North 83°18'48" West, along the southerly line of said Lot 2-HOA and said Detention Easement, a distance of 290.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the southwest corner of said Lot 2 HOA;

**THENCE** North 06°41'12" East, along the westerly line of said Lot 2-HOA and said Detention Easement, a distance of 560.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for westerly, northwest corner of said Lot 2 HOA and said Detention Easement;

**THENCE** South 83°18'48" East, along the northerly line of said Detention Easement and said Lot 2-HOA for part of the way, passing at a distance of 35.00 feet, a westerly corner of said Lot 2-HOA, crossing said Lot 2-HOA, passing at a distance of 65.00 feet the southwest corner of Lot 2, Block F of Bel-Air Village, Phase 1, an addition to the City of Sherman, according to the Amending Plat thereof recorded in Document No. 2022-54 of the Plat Records of Grayson County, Texas, continuing along the southerly line of Lots 2, 3 and 4, Block F of said amending plat, passing the southeast corner of said Lot 4 and the southwest corner of Lot 1-HOA, Block F of said amending plat, continuing along the south line of said Lot 1-HOA, a total distance of 290.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the northeast corner of said Detention Easement, same being the northeast corner of said Lot 2-HOA, and being on the westerly line of the Burlington Northern Santa Fe Railroad 225' wide right of way;

**THENCE** South 06°41'12" West, along the easterly line of said Lot 2-HOA and the westerly line of the Burlington Northern Santa Fe Railroad 225' wide right of way, a distance of 560.00 feet to the **POINT OF BEGINNING** and containing 162,400 square feet or 3.728 acres of land.

EXHIBIT "A"

**DETENTION EASEMENT ABANDONMENT**

LOT 2 HOA, BLOCK F
REPLAT BEL-AIR VILLAGE, PHASE 1
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

4/10/24

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

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**THENCE** South 83°18'48" East, along the northerly line of said Detention Easement and said Lot 2-HOA for part of the way, passing at a distance of 35.00 feet, a westerly corner of said Lot 2-HOA, crossing said Lot 2-HOA, passing at a distance of 65.00 feet the southwest corner of Lot 2, Block F of Bel-Air Village, Phase 1, an addition to the City of Sherman, according to the Amending Plat thereof recorded in Document No. 2022-54 of the Plat Records of Grayson County, Texas, continuing along the southerly line of Lots 2, 3 and 4, Block F of said amending plat, passing the southeast corner of said Lot 4 and the southwest corner of Lot 1-HOA, Block F of said amending plat, continuing along the south line of said Lot 1-HOA, a total distance of 290.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped “KHA” found for the northeast corner of said Detention Easement, same being the northeast corner of said Lot 2-HOA, and being on the westerly line of the Burlington Northern Santa Fe Railroad 225' wide right of way;

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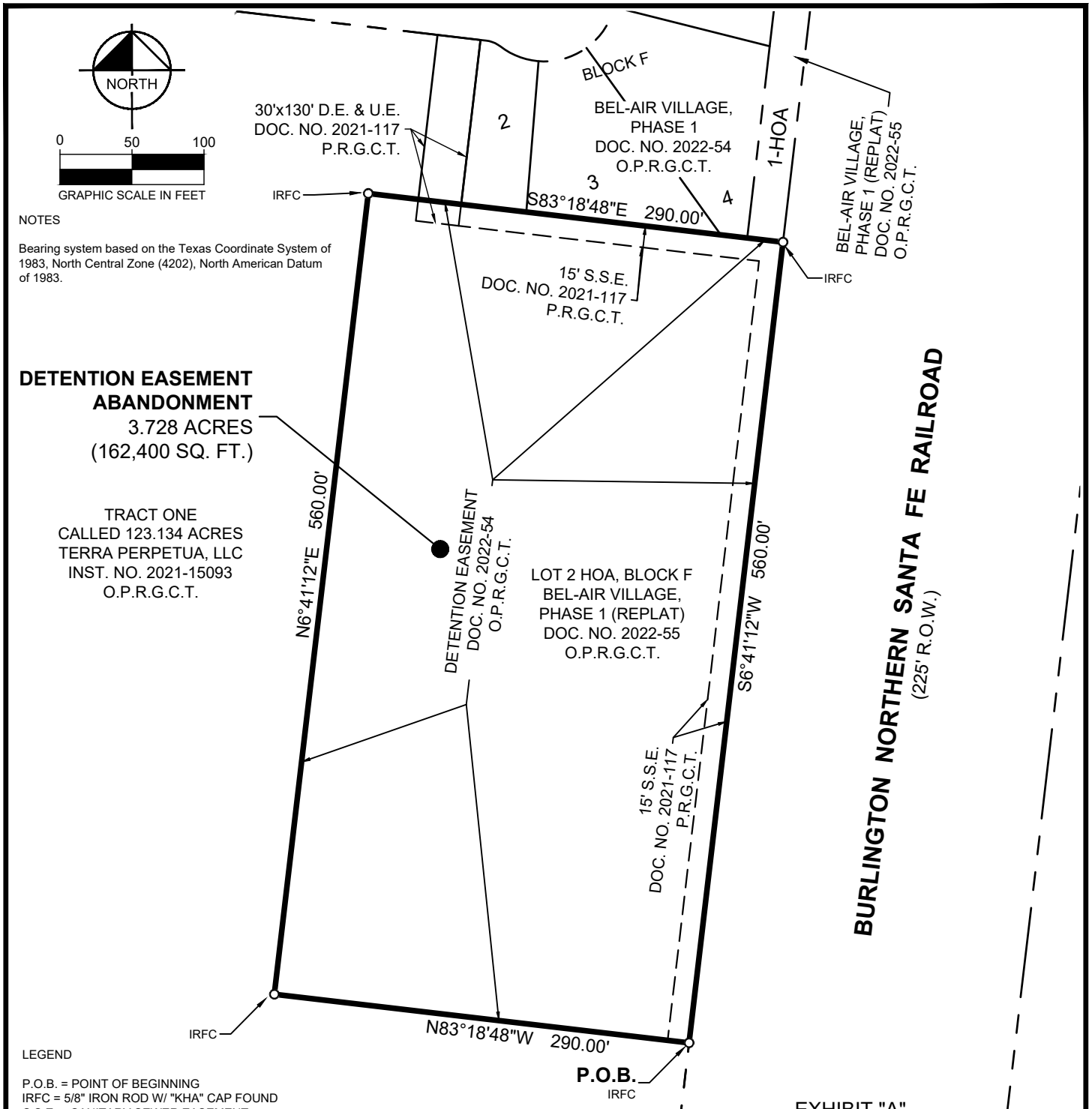
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NOTES

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

LEGEND

P.O.B. = POINT OF BEGINNING
IRFC = 5/8" IRON ROD W/ "KHA" CAP FOUND
S.S.E. = SANITARY SEWER EASEMENT
D.E. = DRAINAGE EASEMENT
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EXHIBIT "A"

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Drainage Easement Abandonment Request

***Owner Demographic Information:***

Terra Perpetua, LLC. – 2800 N Dallas Pkwy, Suite 324, Plano, TX 75093
Phone: 972-265-6900
Contact: Ronny Guerrero

***Request***:

This request is to abandon the 3.728 acre detention easement that was established with the Bel-Air Village Phase 1 Final Plat.

***Reason for requesting abandonment:***

The reason for the abandonment is because the detention pond easement is no longer needed. A flood study was completed and previously submitted to the city which proves the excavation work being done in the flood plain of phase 2 will provide adequate detention volume for the overall drainage basin. A CLOMR has been approved by FEMA and the LOMR as-built survey will start in the coming weeks to initiate the LOMR process. It's important to note, the existing FEMA floodplain does not encroach on any residential lots. A revised FEMA floodplain can be shown on a replat, once revised (+/- 12 months), as typical in other jurisdictions.

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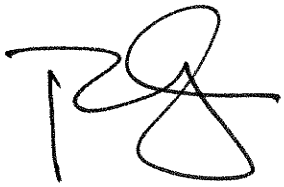
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THENCE South 83°18'48" East, along the northerly line of said Detention Easement and said Lot 2-HOA for part of the way, passing at a distance of 35.00 feet, a westerly corner of said Lot 2-HOA, crossing said Lot 2-HOA, passing at a distance of 65.00 feet the southwest corner of Lot 2, Block F of Bel-Air Village,

Phase 1, an addition to the City of Sherman, according to the Amending Plat thereof recorded in Document No. 2022-54 of the Plat Records of Grayson County, Texas, continuing along the southerly line of Lots 2, 3 and 4, Block F of said amending plat, passing the southeast corner of said Lot 4 and the southwest corner of Lot 1-HOA, Block F of said amending plat, continuing along the south line of said Lot 1-HOA, a total distance of 290.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the northeast corner of said Detention Easement, same being the northeast corner of said Lot 2-HOA, and being on the westerly line of the Burlington Northern Santa Fe Railroad 225' wide right of way;

THENCE South 06°41'12" West, along the easterly line of said Lot 2-HOA and the westerly line of the Burlington Northern Santa Fe Railroad 225' wide right of way, a distance of 560.00 feet to the POINT OF BEGINNING and containing 162,400 square feet or 3.728 acres of land.

***Signature(s) of Record Owner requesting abandonment:***



**BEING** a tract of land situated in the Sharrod Dunman Survey, Abstract No. 329, City of Sherman, Grayson County, Texas, and being all of a Detention Easement situated in Lot 2-HOA, Block F of Replat Bel-Air Village, Phase 1, an addition to the City of Sherman, according to the plat thereof recorded in Document No. 2022-55 of the Plat Records of Grayson County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 5/8-inch iron rod with a red plastic cap, stamped “KHA” found for the southeast corner of said Lot 2-HOA and said Detention Easement, same being on the westerly line of the Burlington Northern Santa Fe Railroad 225' wide right of way;

**THENCE** North 83°18'48" West, along the southerly line of said Lot 2-HOA and said Detention Easement, a distance of 290.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped “KHA” found for the southwest corner of said Lot 2 HOA;

**THENCE** North 06°41'12" East, along the westerly line of said Lot 2-HOA and said Detention Easement, a distance of 560.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped “KHA” found for westerly, northwest corner of said Lot 2 HOA and said Detention Easement;

**THENCE** South 83°18'48" East, along the northerly line of said Detention Easement and said Lot 2-HOA for part of the way, passing at a distance of 35.00 feet, a westerly corner of said Lot 2-HOA, crossing said Lot 2-HOA, passing at a distance of 65.00 feet the southwest corner of Lot 2, Block F of Bel-Air Village, Phase 1, an addition to the City of Sherman, according to the Amending Plat thereof recorded in Document No. 2022-54 of the Plat Records of Grayson County, Texas, continuing along the southerly line of Lots 2, 3 and 4, Block F of said amending plat, passing the southeast corner of said Lot 4 and the southwest corner of Lot 1-HOA, Block F of said amending plat, continuing along the south line of said Lot 1-HOA, a total distance of 290.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped “KHA” found for the northeast corner of said Detention Easement, same being the northeast corner of said Lot 2-HOA, and being on the westerly line of the Burlington Northern Santa Fe Railroad 225' wide right of way;

**THENCE** South 06°41'12" West, along the easterly line of said Lot 2-HOA and the westerly line of the Burlington Northern Santa Fe Railroad 225' wide right of way, a distance of 560.00 feet to the **POINT OF BEGINNING** and containing 162,400 square feet or 3.728 acres of land.

EXHIBIT "A"

**DETENTION EASEMENT ABANDONMENT**

LOT 2 HOA, BLOCK F
REPLAT BEL-AIR VILLAGE, PHASE 1
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

4/10/24

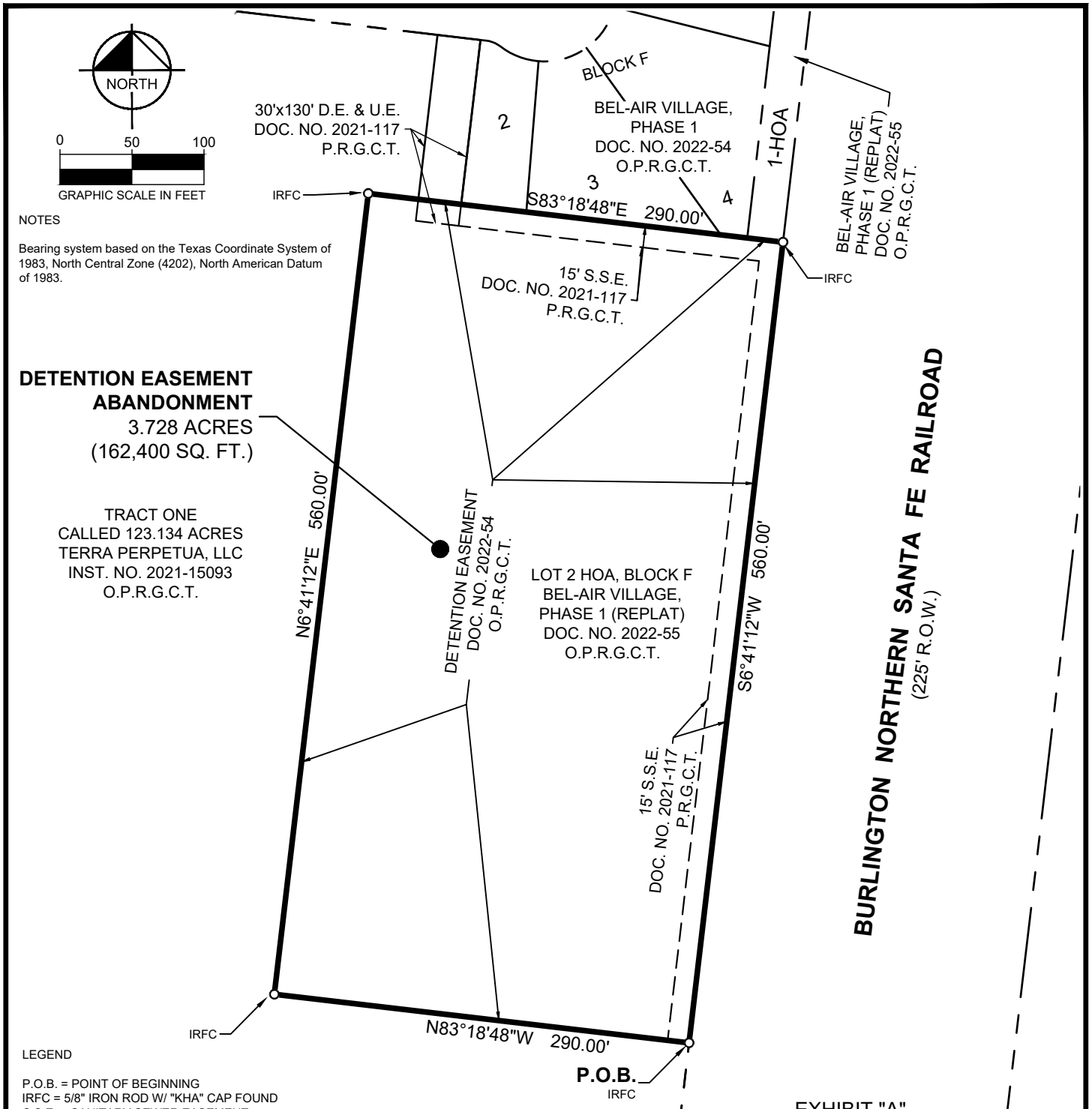
MICHAEL MARX
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5181
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
michael.marx@kimley-horn.com

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

Kimley»Horn
13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| N/A | MBM | KHA | Aug. 2022 | 064462003 | 1 OF 2 |

MARX, MICHAEL 4/10/2024 4:05 PM K:\FRI_SURVEY\064462003-BEL AIR VILLAGE - SHERMAN\DWG\ABANDONMENTS\064462003 PH1 DETENTION ESMT ABAND VER20.DWG




NOTES

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

LEGEND

P.O.B. = POINT OF BEGINNING
IRFC = 5/8" IRON ROD W/ "KHA" CAP FOUND
S.S.E. = SANITARY SEWER EASEMENT
D.E. = DRAINAGE EASEMENT
U.E. = UTILITY EASEMENT
P.R.G.C.T. = PLAT RECORDS OF GRAYSON COUNTY, TEXAS
O.P.R.G.C.T. = OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS

EXHIBIT "A"

# DETENTION EASEMENT ABANDONMENT

LOT 2 HOA, BLOCK F
REPLAT BEL-AIR VILLAGE, PHASE 1
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

4/10/24

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

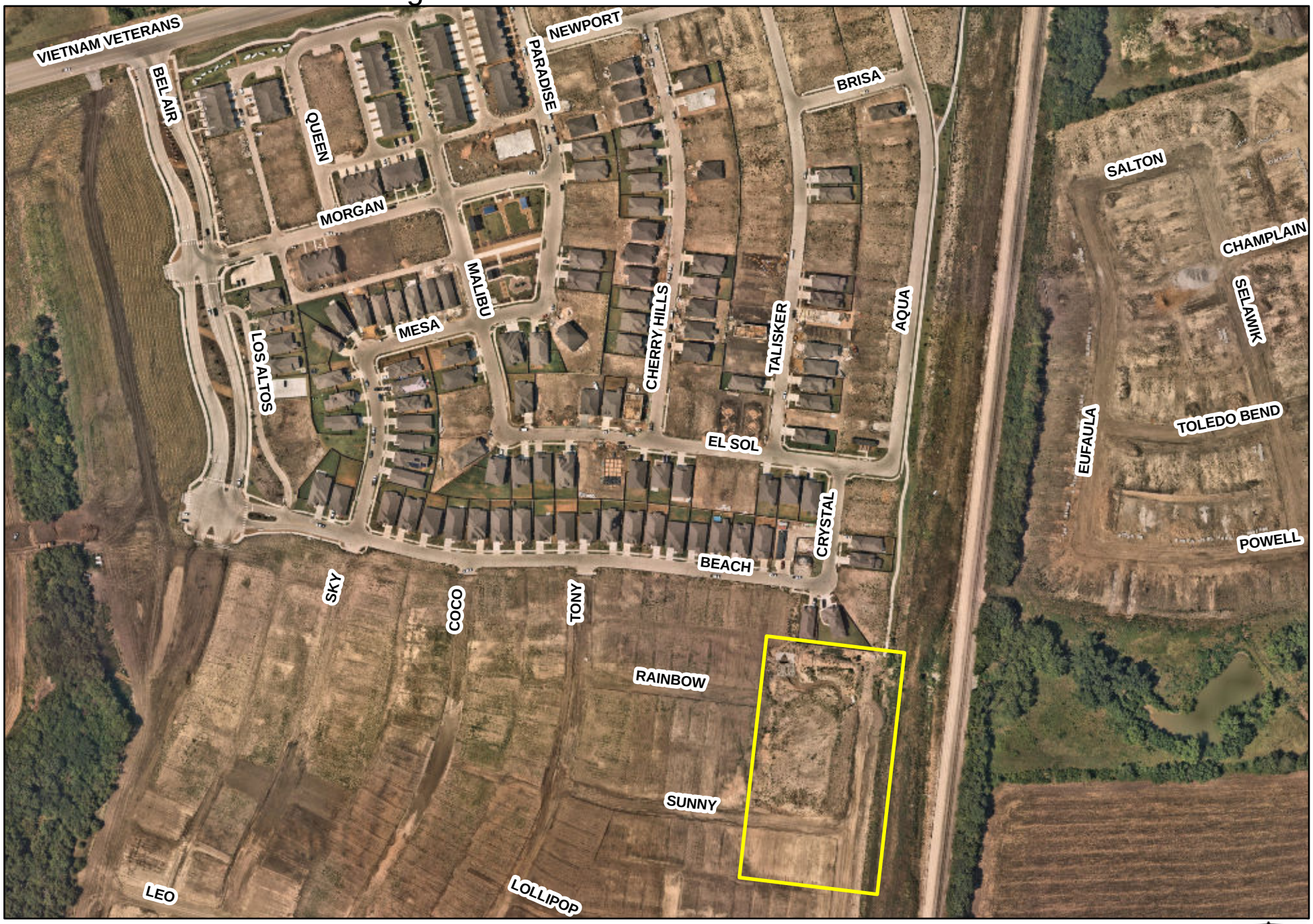
MICHAEL MARX
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5181
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
michael.marx@kimley-horn.com

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

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|---|---|---|---|---|---|
| 1" = 100' | MBM | KHA | Aug. 2022 | 064462003 | 2 OF 2 |

MARX, MICHAEL 4/10/2024 4:05 PM K:\FRI_SURVEY\064462003-BEL AIR VILLAGE - SHERMAN\DWG\ABANDONMENTS\064462003 PH1 DETENTION ESMT ABAND VER20.DWG

# Bel-Air Village Phase 1 Detention Easement Abandonment



# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Regular Meeting** Agenda Item No. F.11.

**Meeting Date:** 5/20/2024

**Prepared By:** Amber Doan, Engineering Coordinator

**Approved By:** Teri Fine, Assistant to the City Manager

**Caption:**

**INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6727**

Closing and Abandoning Two (2) Platted Alleys in the City of Sherman, Grayson County, Texas, being more Particularly Described in the Exhibit "A" attached hereto and Made a Part of Hereof for all Purposes, said Alley being Established in Volume 203, Page 326 of Deed Records of Grayson County, Texas

**Issue:**

To consider approving the closure and abandonment of two (2) platted alleys, original alley being established in Volume J, Page 425, Deed Records, Grayson County, Texas

**Background:**

This Ordinance will perform the necessary action to officially close and abandon two (2) platted alleys. The purpose of these abandonment are to reflect the new layout deemed necessary by civil review of the project.

**Origination:**

Holley Jolly Development, Developer; Engineering Department

**Financial Consideration:**

None.

**Staff Recommendation:**

Staff Recommends that the City Council approve the Ordinance closing and abandoning the alleys.

**Alternatives:**

As may be directed by City Council.

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**Attachments:**

1. Ordinance No 6727
2. Updated request for Alley Abandonment
3. Location Map-Alley Abandon
4. Exhibit "A"

**ORDINANCE NO. 6727**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING TWO (2) PLATTED ALLEYS IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, SAID ALLEY BEING ESTABLISHED IN VOLUME 203, PAGE 326 OF DEED RECORDS OF GRAYSON COUNTY, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That the two (2) platted alleys in the City of Sherman, Grayson County, Texas, being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes, said alley being established in Volume 203, Page 326 of the Deed Records of Grayson County, Texas, shall be closed and abandoned:

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

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

**INTRODUCED** on this the 20th day of May 2024.

**ADOPTED** on this the 20th day of May 2024.

**EFFECTIVE DATE** on this the 20th day of May 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**

## LEGAL DESCRIPTION

### ALLEY 1

Situated in the County of Grayson, State of Texas, being part of the 20—foot Alley in Block 3 of Randolph Heights Addition, according to the plat there of redcorded in Volume 203, Page 326, Deed Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod found for the northwest corner of Lot 3 of said Block 3;

Thence South 74°31'49" West, a distance of 20.00 feet to a point;

Thence South 15°28'09" East, a distance of 300.00 feet to a point;

Thence North 74°31'49" East, a distance of 20.00 feet to a point;

Thence North 15°28'09" West, a distance of 300.00 feet to the Point of Beginning and containing 0.138 acres of land, more or less.

### ALLEY 2

Situated in the County of Grayson, State of Texas, being the 20—foot Alley in Block 2 of Randolph Heights Addition, according to the plat there of redcorded in Volume 203, Page 326, Deed Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at the northwest corner of Lot 1 of said Block 2;

Thence South 15°28'14" East, a distance of 450.00 feet to a point;

Thence South 74°31'47" West, a distance of 20.00 feet to a point;

Thence North 15°28'14" West, a distance of 450.00 feet to a point;

Thence North 74°31'46" East, a distance of 20.00 feet to the Point of Beginning and containing 0.207 acres of land, more or less.

PAGE 2 OF 2

JOB NO. 21070677

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

DOUGLAS W. UNDERWOOD,
R.P.L.S. NO. 4709
FIRM NO. 10006300

20' ALLEY ABANDONMENT

| | |
|---|---|
| DATE: | 04/23/2024 |
| DRAWN BY: | BNH |
| APPROVED BY: | DWU |
| SCALE: | 1" = 100' |

UNDERWOOD

DRAFTING & SURVEYING, INC.
3404 INTERURBAN ROAD
DENISON, TEXAS 75023
(903) 465-2151 FAX: (903) 465-2352

CITY OF SHERMAN

Request for Alley Abandonment

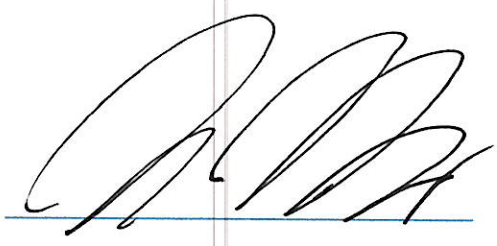
Hanolley Hills Addition

**Recorded Owner & Demographics:** Joshua Holley- Managing Member and authorized signer of Holley Jolly Development. Phone Number: 832-499-7577. Email: Josh@Holleyjollyhomes.com

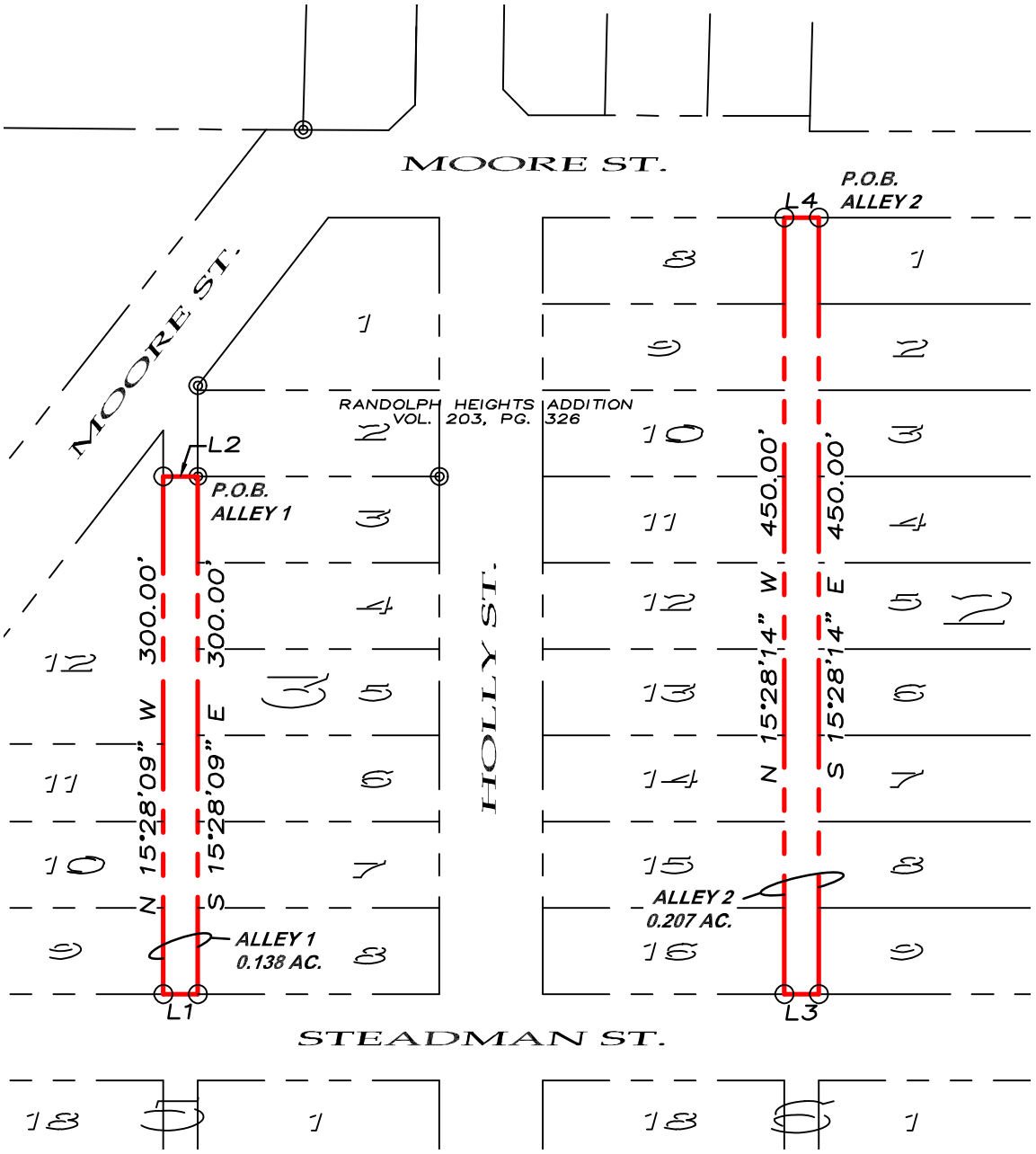
**Action:** Request to Abandon/Requesting Closure of 2 alleys located in Block 2 and 3 of Hanolley Hills/ Randolph Heights Addition

**Reason for Abandonment:** To be granted permission by the City of Sherman to develop and build new construction homes in the community. Abandoning the alleyways is a requirement in order to move forward with the project. It has been discussed that abandoning the alley reduces a burden for the City of Sherman to potentially need to maintain said alley.

**Legal Description (Plat Attached):** See Attached



Holley Jolly Development- Joshua Holley




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | S 74°31'49" W | 20.00' |
| L2 | N 74°31'49" E | 20.00' |
| L3 | S 74°31'47" W | 20.00' |
| L4 | N 74°31'46" E | 20.00' |



JOB NO. 21070677

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

DOUGLAS W. UNDERWOOD,
R.P.L.S. NO. 4709
FIRM NO. 10006300

# 20' ALLEY ABANDONMENT

UNDERWOOD
DRAFTING & SURVEYING, INC.
3404 INTERURBAN ROAD
DENISON, TEXAS 75023
(903) 465-2151 FAX: (903) 465-2352

| | |
|---|---|
| DATE: | 04/23/2024 |
| DRAWN BY: | BNH |
| APPROVED BY: | DWU |
| SCALE: | 1" = 100' |

CITY OF SHERMAN

# LEGAL DESCRIPTION

## ALLEY 1

Situated in the County of Grayson, State of Texas, being part of the 20—foot Alley in Block 3 of Randolph Heights Addition, according to the plat there of redcorded in Volume 203, Page 326, Deed Records, Grayson County, Texas and being described by metes and bounds as follows:

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Thence North 74°31'49" East, a distance of 20.00 feet to a point;

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## ALLEY 2

Situated in the County of Grayson, State of Texas, being the 20—foot Alley in Block 2 of Randolph Heights Addition, according to the plat there of redcorded in Volume 203, Page 326, Deed Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at the northwest corner of Lot 1 of said Block 2;

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Thence South 74°31'47" West, a distance of 20.00 feet to a point;

Thence North 15°28'14" West, a distance of 450.00 feet to a point;

Thence North 74°31'46" East, a distance of 20.00 feet to the Point of Beginning and containing 0.207 acres of land, more or less.



JOB NO. 21070677

STATE OF TEXAS
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PROFESSIONAL
LAND SURVEYOR

DOUGLAS W. UNDERWOOD,
R.P.L.S. NO. 4709
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20' ALLEY ABANDONMENT

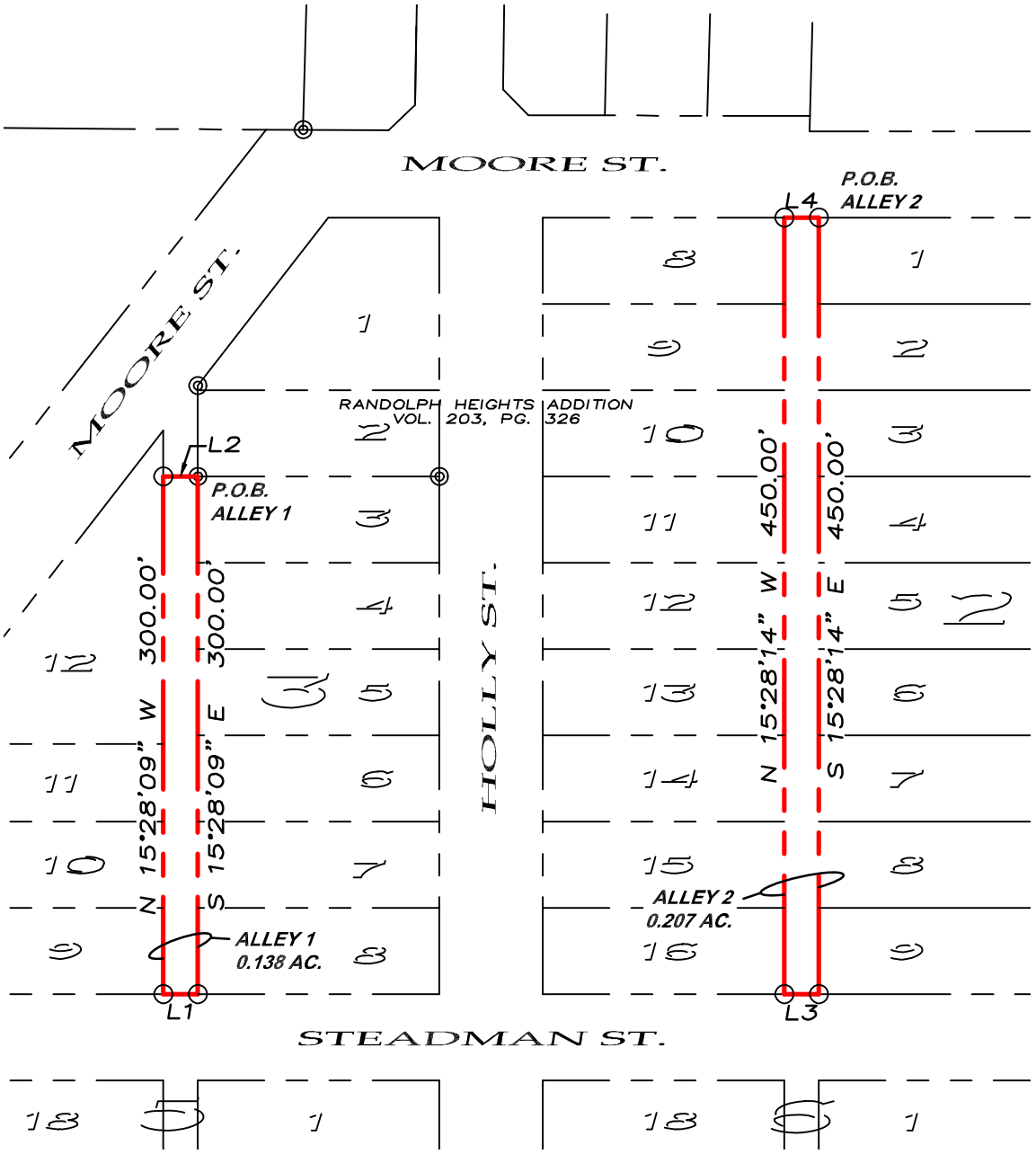
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DRAFTING & SURVEYING, INC.
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| | |
|---|---|
| DATE: | 04/23/2024 |
| DRAWN BY: | BNH |
| APPROVED BY: | DWU |
| SCALE: | 1" = 100' |

CITY OF SHERMAN

# Randolph Heights Addition Alley Abandonment






| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | S 74°31'49" W | 20.00' |
| L2 | N 74°31'49" E | 20.00' |
| L3 | S 74°31'47" W | 20.00' |
| L4 | N 74°31'46" E | 20.00' |



JOB NO. 21070677

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

DOUGLAS W. UNDERWOOD,
R.P.L.S. NO. 4709
FIRM NO. 10006300

# 20' ALLEY ABANDONMENT

UNDERWOOD
DRAFTING & SURVEYING, INC.
3404 INTERURBAN ROAD
DENISON, TEXAS 75023
(903) 465-2151 FAX: (903) 465-2352

| | |
|---|---|
| DATE: | 04/23/2024 |
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| APPROVED BY: | DWU |
| SCALE: | 1" = 100' |

CITY OF SHERMAN

# LEGAL DESCRIPTION

## ALLEY 1

Situated in the County of Grayson, State of Texas, being part of the 20—foot Alley in Block 3 of Randolph Heights Addition, according to the plat there of redcorded in Volume 203, Page 326, Deed Records, Grayson County, Texas and being described by metes and bounds as follows:

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Thence North 74°31'49" East, a distance of 20.00 feet to a point;

Thence North 15°28'09" West, a distance of 300.00 feet to the Point of Beginning and containing 0.138 acres of land, more or less.

## ALLEY 2

Situated in the County of Grayson, State of Texas, being the 20—foot Alley in Block 2 of Randolph Heights Addition, according to the plat there of redcorded in Volume 203, Page 326, Deed Records, Grayson County, Texas and being described by metes and bounds as follows:

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JOB NO. 21070677

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LAND SURVEYOR

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CITY OF SHERMAN

# SHERMAN CITY COUNCIL
## Agenda Communication Form

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

**Meeting Date:** 5/20/2024

**Prepared By:**

**Approved By:**

**Caption:**

**Close Public Hearing**

Consider Adoption of Ordinances 6717, 6718, 6719, 6720, 6721, 6722, 6723, 6724, 6725, 6726 & 6727.

**Issue:**

**F. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6717**

Approving an Amended Project and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Seven, City of Sherman, Texas, Established Pursuant to Chapter 311 of the Texas Tax Code; Providing a Repealer Clause, Severability Clause and an Effective Date

**F. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6718**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land being in Block 1, Lots 27, 28, 29 and 30 of HM Sumners 2nd Addition, City Of Sherman, Grayson County, Texas, Located At 923 East Jones Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-5 (Single Family Residential) District Zoning Classification, Jose Tobar (Owner), Diego Tobar (Representative) and Preston Trail Land Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

**F. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6719**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow A Smoke Shop in a C-2 (General Commercial) District, Located At 4520 Texoma Parkway Suites M & N, being a part of the W.M. Patterson Survey, Abstract No. 503, City Of Sherman, Grayson County, Texas Texoma South Development Corporation (Owner), Vapor Maven TX, LLC (Representative) and Copley Land Surveying (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

**F. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6720**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 13.982 Acres in the Elizabeth Jones Survey, Abstract No. 625 and being a Portion of a Called 28.989 Acre Tract in the FM 1417 Overlay District, City Of Sherman, Grayson County, Texas, Located In The 3400 Block West Houston Street, Heretofore Zoned C-2 (General Commercial) District; Rezoning And Placing The Tract In The MF-15 (Multi Family Residential) District Zoning Classification, Harvest Time Assembly of God Church (Owner), Shay Geach, P.E. (Representative) and Kimley Horn (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

**F. 5.** **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6721**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Dwellings, Single-family for Rent (build-to-rent) in a MF-15 (Multi Family Residential) District, Located In The 3400 Block West Houston Street, Consisting Of 13.982 acres in the Elizabeth Jones Survey, Abstract No. 625 and being a portion of a called 28.989 acre tract in the FM 1417 Overlay District, City Of Sherman, Grayson County, Texas; Harvest Time Assembly of God Church (Owner), Shay Geach, P.E. (Representative) and Kimley Horn (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

**F. 6.** **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6722**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow A Veterinarian, Animal Hospital, Pound or Shelter, Indoor or Outdoor Kennels in a C-2 (General Commercial) District, Located At 5444 Texoma Parkway, being Lot 3 of Barnes/Kirkpatrick Addition, City Of Sherman, Grayson County, Texas Nathan Gill (Owner), Will Knobler (Representative) and Underwood Drafting & Surveying, LLC (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date;

**F. 7.** **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6723**

Extending the Corporate Limits of Said City so as to Annex an Area of Land Consisting of Approximately 2.02 acres of Land Located North of Post Oak Creek and South of Three Oaks, Phase II, and West of Three Oaks Phase III Adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction, on Application of the Landowner; Providing that the Owners and Inhabitants of the Subject Area of Land shall be Entitled to the Rights and Privleges of Other Citizens of the City of Sherman and Shall be Bound by the Acts and Ordinances now in Effect and hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280; Providing a Savings/Repealing Clause, Severability Clause and an Effective Date; and Providing for the Publication of the Caption hereof

**F. 8.** **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6724**

Closing and Abandoning a Portion of Right of Way in the City of Sherman, Grayson County, Texas, Said Right of Way being Established in Instrument Number 2022-55 of Plat Records of Grayson County, Texas; Authorizing the City Manager to Execute a Quitclaim Deed Conveying the Same to Terra Perpetua, LLC, the Adjoining Property Owner

**F. 9.** **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6725**

Abandoning a Portion of One (1) Fifteen-foot (15') wide Sanitary Sewer Easement Located in Lot 2-HOA, Block F of Replat Bel-Air Village, Phase 1, Being More Particularly Described in the Exhibit "A" Attached Hereto and Made a P art Hereof for all Purposes, which Sanitary Sewer Easement is Established in Instrument No. 2022-55, Plat Records, Grayson County, Texas

**F. 10.** **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6726**

Abandoning One (1) 3.728 acre Detention Easement located in Lot 2-HOA, Block F of Replat Bel-Air Village, Phase 1, Being More Particularly Described in the Exhibit "A" Attached Hereto and Made a Part Hereof for all Purposes, which Detention Easement Being is Established in Instrument No. 2022-55, Plat Records, Grayson County, Texas

**F. 11.** **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6727**

Closing and Abandoning Two (2) Platted Alleys in the City of Sherman, Grayson County, Texas, being more Particularly Described in the Exhibit "A" attached hereto and Made a Part of Hereof for all Purposes, said Alley being Established in Volume 203, Page 326 of Deed Records of Grayson County, Texas

**Background:**

**Origination:**

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

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**Attachments:**
None

# SHERMAN CITY COUNCIL
## Agenda Communication Form

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

**Meeting Date:** 5/20/2024

**Prepared By:** Teri Fine, Assistant to the City Manager

**Approved By:** Robby Hefton, City Manager

**Caption:**
**RESOLUTION NO. 7300**
Confirming the Employment of the Sherman Parks and Recreation Department's Parks and Recreation Director

**Issue:**
To consider confirming the employment of the Parks and Rec Director

**Background:**
After a several months-long search by a search committee, the committee identified Justin Eastwood as the top candidate for filling the open Parks and Recreation Director position. Justin comes to the City with experience as a Parks and Recreation Director from a nearby community. His skillset as an exceptional communicator, leader, and planner, along with his Parks and Rec leadership experience and his education, will enhance the City's efforts to manage the growing demands of our community from a quality-of-life standpoint. Justin is expected to join the City in mid-June.

Confirmation by City Council of the City Manager's appointment of a Director position is required by the City's Charter.

**Origination:**
City Manager Robby Hefton

**Financial Consideration:**
This position is budgeted

**Staff Recommendation:**
The City Manager recommends that the Council approve this resolution confirming the employment of Justin Eastwood as Sherman's new Parks and Recreation Director.

**Alternatives:**
None Recommended

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**Attachments:**
1. Resolution No. 7300

**RESOLUTION NO. 7300**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CONFIRMING THE EMPLOYMENT OF THE SHERMAN PARKS AND RECREATION DEPARTMENT'S PARKS AND RECREATION DIRECTOR; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS,** the City Manager of the City of Sherman has offered employment to Mr. Justin Eastwood as the Parks and Recreation Director of the City of Sherman Parks and Recreation Department, which Mr. Eastwood has accepted; and

**WHEREAS,** Chapter 143 of the Local Government Code and Article IV, Section 2(d) of the Sherman City Charter require such appointment to be confirmed by the City Council;

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

**SECTION 1.** That Mr. Justin Eastwood is hereby confirmed as the Parks and Recreation Director for the City of Sherman Parks and Recreation Department.

**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 20th day of May 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**

# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Regular Meeting** Agenda Item No. H.2.

**Meeting Date:** 5/20/2024

**Prepared By:** Mary Lawrence, Chief Financial Officer

**Approved By:** Robby Hefton, City Manager

**Caption:**

**RESOLUTION NO. 7301**

Authorizing Execution of the Third Amendment to the Bel Air Village Master Development Agreement with Terra Perpetua, LLC, a Delaware Limited Liability Company, Amending the Terms and Conditions of the Bel Air Master Development Agreement Dated December 18, 2020 and approved by Resolution No. 6676.

**Issue:**

Authorizing Execution of the Third Amendment to the Bel Air Village Master Development Agreement with Terra Perpetua, LLC, a Delaware Limited Liability Company, Amending the Terms and Conditions of the Bel Air Master Development Agreement Dated December 18, 2020 and approved by Resolution No. 6676.

**Background:**

On December 18, 2020, the City and Bel Air Communities, LLC entered into a Master Development Agreement (MDA). On April 19, 2021, and on December 5, 1022, the agreement was amended to assign the Agreement to Terra Perpetua, LLC ("Developer"), and provide for certain terms and conditions related to the development of Bel Air Village, respectively.

The third amendment provides for the definition of "Phase 2 Developer Improvements" to mean the initial Multi-family complex, Bel Air Beach Club and the Retail Improvements connected to the Bel Air Beach Club, including the infrastructure to serve the Phase 2 improvements. Certain provisions relating to the TIRZ are also updated to agree with TIRZ #7 Project and Financing Plan, also on this agenda for Council consideration, the most significant of which delays the starting date for TIRZ reimbursement to the developer to a specific date, January 1, 2030, instead of using a date only that is tied only to completion of certain milestones. This effectively increases the length of time under which the City will capture the increased property tax revenue resulting from the Bel Air development.

**Origination:**

City Manager

**Financial Consideration:**

Additional costs include those included in the Tax Increment Reinvestment Zone Financing Plan #7. There are no costs associated with the clarifying language for the definition of Phase 2 Improvements.

**Staff Recommendation:**

Staff Recommends approval of the Amendment to the Master Development Agreement.

**Alternatives:**

As directed by the City Council

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**Attachments:**

1. Resolution No. 7301
2. BEL AIR VILLAGE PID -- Third Amendment to MDA

**RESOLUTION NO. 7301**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF THE THIRD AMENDMENT TO THE BEL AIR VILLAGE MASTER DEVELOPMENT AGREEMENT WITH TERRA PERPETUA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AMENDING THE TERMS AND CONDITIONS OF THE BEL AIR VILLAGE MASTER DEVELOPMENT AGREEMENT DATED DECEMBER 18, 2020 AND APPROVED BY RESOLUTION NO. 6676; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**RECITALS**

**WHEREAS,** the City and Bel Air Communities, LLC, a Delaware limited liability company (the "Original Developer") entered into that certain Bel Air Village Master Development Agreement on December 18, 2020 (the "MDA"), as approved by the City Council pursuant to Resolution No. 6676, whereby the MDA provides for the terms and conditions for the construction of public facilities in the Bel Air Village Planned Development, an approximate 278-acre development east of U.S. Highway 75 and sough of F.M. 1417 (Vietnam Veterans Parkway) and located wholly within Sherman Tax Increment Reinvestment Zone #7 in the City of Sherman ("Bel Air Village"), Texas; and

**WHEREAS,** the Original Developer's interest and obligations in and to the MDA have been assigned to Terra Perpetua, LLC, a Delaware limited liability company (the "Developer"); and

**WHEREAS,** the Developer and the City desire to amend the terms and conditions of the MDA pursuant to that certain Third Amendment to Bel Air Village Master Development Agreement (the "Third Amendment") attached hereto and made a part hereof for all purposes to acknowledge Developer's assumption of interest and obligations in and to the MDA, and to modify other terms related to the development and construction of Bel Air Village.

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

**SECTION 1.** That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute the Third Amendment, 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.**

**PASSED AND APPROVED** on this the 20th day of May 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**

**THIRD AMENDMENT TO**
**BEL AIR VILLAGE**
**MASTER DEVELOPMENT AGREEMENT**

This Third Amendment to Bel Air Village Master Development Agreement (this "Third Amendment") is entered into by and between **Terra Perpetua, LLC**, a Delaware limited liability company (the "Developer"), and the **City of Sherman, Texas**, a home-rule municipality of the State of Texas (the "City," and collectively with the Developer, the "Parties"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Third Amendment ("Effective Date").

## ARTICLE I
## RECITALS

**WHEREAS,** the City and Bel Air Communities, LLC, a Delaware limited liability company (the "Original Developer") entered into that certain Bel Air Village Master Development Agreement, dated as of December 18, 2020, recorded under Instrument Number 2021-12452 in the Official Records of Grayson County, Texas (the "Original Agreement"), as assigned by the Original Developer to the Developer, as amended by that certain First Amendment to Bel Air Village Master Development Agreement, between the City and the Developer, effective as of April 19, 2021 (the "First Amendment"), as amended by that certain Second Amendment to Bel Air Village Master Development Agreement, between the City and the Developer, effective as of December 5, 2022 (the "Second Amendment" and collectively with the Original Agreement, the First Amendment, and this Third Amendment, the "MDA"), which provides for certain terms and conditions related to the phased development of the Property into a mixed-use project known as "Bel Air Village;" and

**WHEREAS,** the MDA provides for the Developer's design, construction, installation and development of certain improvements on the Property referred to as the Developer Improvements, and the City's design, construction, installation and development of certain improvements on the Property referred to as the City Improvements, which such Developer Improvements and City Improvements are collectively referred to as the Improvements; and

**WHEREAS,** the MDA provides for use of the revenues generated within Sherman Tax Increment Reinvestment Zone #7 (the "TIRZ") to pay for Administrative Expenses of the TIRZ, to reimburse the City for the City Improvements, to reimburse the Developer for the Developer Improvements, and to provide an economic development grant to the Developer; and

**WHEREAS,** on February 5, 2024, the City Council approved Ordinance No. 6693 which amended the TIRZ as follows: (i) an amendment to the composition of the Board of Directors of the TIRZ (the "Board"), (ii) an authorization of the powers of the Board under Section 311.010(h) of Chapter 311, Texas Tax Code, subject to City Council approval, (iii) a clarification of certain language relating to the TIRZ Fund, and (iv) an extension to the term of the TIRZ; and

**WHEREAS**, on May 20, 2024, the City Council approved Ordinance No. ____ which amended the TIRZ Project and Finance Plan and authorized an increase to estimated project costs for the TIRZ; and

**WHEREAS,** the Parties desire to enter into this Third Amendment to amend certain provisions relating to the TIRZ.

**NOW, THEREFORE,** for and in consideration of the mutual covenants of the Parties set forth in this Third Amendment, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the MDA is hereby amended as follows:

**AGREEMENT**

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the forth in the foregoing recitals of this Third Amendment are true and correct, are incorporated into the body of this Third Amendment and are adopted as findings of the City and the authorized representative of the Developer.

2. Article II – Definitions, "TIRZ Documents". The definition of "TIRZ Documents" is hereby deleted and replaced in its entirety with the following:

"TIRZ Documents means, collectively, the TIRZ Project and Finance Plan, the TIRZ Ordinance, any interlocal agreement between the City and a participating taxing entity, as amended from time to time, and this Agreement."

3. Article II – Definitions, "TIRZ Ordinance". The definition of "TIRZ Ordinance" is hereby deleted and replaced in its entirety with the following:

"TIRZ Ordinance means City Ordinance No. 6081 adopted on December 4, 2017, as amended by City Ordinance No. 6262 adopted on November 18, 2019, as amended by City Ordinance No. 6273 adopted on December 16, 2019, as amended by City Ordinance No. 6693 adopted on February 5, 2024, as amended by City Ordinance No. ____ adopted on May 20, 2024, along with any subsequent ordinances effectuating amendments thereto."

4. Phase 2 Developer Improvements. The second to last sentence of Section 4.1(b) of the MDA titled "Phase 2" is hereby deleted and replaced in its entirety with the following:

"The "Phase 2 Developer Improvements" means the Initial Multi-Family Complex, Bel Air Beach Club, the portion of the Retail Improvements connected to the Bel Air Beach Club, and the portions of the Developer Infrastructure that are necessary to serve the other Developer Improvements during Phase 2."

5. Article VII – TIRZ. Article VII is hereby replaced in its entirety with the revised Article VII below.

"**ARTICLE VII**
**TIRZ**

7.1 Tax Increment Reinvestment Zone. The City has exercised its powers under the TIF Act and amended the boundaries of the TIRZ to include the Property. Increment generated from the Property shall be disbursed from the TIRZ Fund to reimburse the City for the City Improvements until the later of: (i) January 1, 2030; or (ii) the date the Phase 2 Developer Improvements are completed by Developer and accepted by the City. Upon the occurrence of the later of the foregoing events, the City's right to reimbursement from the TIRZ Fund shall terminate, except for the Administrative Expenses. Upon the occurrence of the later of the foregoing events, increment generated from the Property shall be disbursed from the TIRZ Fund as set forth in Section 7.3 below and pursuant to the TIRZ Documents for the balance of the term of the TIRZ; provided, however, that none of the County tax increment shall be dispersed for the economic development grant. During the term of this Agreement, the City's and County's participation rates in the TIRZ shall, respectively, never decrease below fifty percent (50%) of the maintenance and operations ("M&O") portion of the City's annual ad valorem tax rate and fifty percent (50%) of the tax rate allocated annually to the General Fund of the County; provided, however, that the City shall not be held responsible or liable for any failure by the County to maintain such participation rate, it being understood and agreed by the Developer that the City does not and cannot control the County. The base tax year for purposes of calculating the TIRZ increment for the Property is 2019. The TIRZ will terminate pursuant to the TIRZ Ordinance. All of the City's Administrative Expenses associated with the TIRZ will be paid in accordance with Chapter 311 of the Texas Tax Code, as amended, and the City will not be responsible for payment of such costs.

For illustration purposes only, if the County currently has a General Fund tax rate of $0.32/$100, under this scenario, Developer shall receive $0.16, or 50% of the County total General Fund tax rate, which is given to the TIRZ. Similarly, if the City currently has an M&O rate of $0.34/$100, Developer shall receive $0.17, or 50% of the City total M&O tax rate, which is given to the TIRZ. The Parties understand that City is not prohibited from changing its overall M&O ad valorem rate and County is not prohibited from changing its General Fund ad valorem rate, which may therefore affect the reimbursement amount under Section 7.3.

7.2 Grayson County Participation. The County has agreed to participate in the TIRZ at the rate of fifty percent (50%) of the County's ad valorem tax rate pursuant to an interlocal agreement between the City and the County. If necessary, the Parties shall cooperate in a joint request to the County to extend the County's participation in the TIRZ through the term of the TIRZ. The request shall be for fifty percent (50%) of the County tax increment until the earlier of: (i) December 31, 2050 (with final year's tax to be deposited by January 31, 2051), or (ii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the TIRZ, and the interest thereon, have been paid in full. If the County does not participate in the TIRZ through the termination date provided herein, the City's participation rate shall not be increased in any way to account or make up for the County's failure to so participate.

7.3 TIRZ Priority. Amounts disbursed from the TIRZ Fund shall be consistent with the terms and conditions of this Agreement and the Project and Finance Plan. In the event the Project and Finance Plan is not consistent with the terms and conditions of this Agreement, then Developer may terminate this Agreement. The moneys in the TIRZ Fund shall be paid to the City to reimburse the City for its annual Administrative Expenses incurred operating the TIRZ and to reimburse the

City for its construction of the City Improvements until the later of: (i) January 1, 2030; or (ii) the date the Phase 2 Developer Improvements are completed by Developer and accepted by City. Upon the occurrence of the later of the foregoing events, the City increment collected from the Property in the TIRZ Fund shall be paid in the following priority on an annual basis: (i) first, to the City in an amount equal to the Administrative Expenses incurred operating the TIRZ; (ii) second, to reimburse Developer for certain actual costs incurred in designing, constructing, installing and developing the Authorized Improvements not otherwise reimbursed by the PID, (iii) third, to compensate the property owner for the City's acquisition of rights of way within the Property, and (iv) fourth, to pay Developer an economic development grant pursuant to the TIRZ Project and Finance Plan and this Agreement with any remaining increment contributed to the TIRZ Fund by the City. Upon the later of: (i) January 1, 2030; or (ii) the date the Phase 2 Developer Improvements are completed by Developer and accepted by City, the County increment collected from the Property in the TIRZ Fund shall be paid in the following priority on an annual basis: (i) first, to the City in an amount equal to the Administrative Expenses incurred operating the TIRZ; (ii) second, to reimburse the Developer for certain actual costs incurred in designing, constructing, installing and developing certain Authorized Improvements not otherwise reimbursed by the PID, and (iii) third, to reimburse the Developer for any other project costs set forth in the Project and Finance Plan.

7.4 TIRZ Fund. In accordance with the TIRZ Ordinance and the TIRZ Project and Finance Plan, the tax increment obtained from the Property based on the participation levels set forth in Section 7.1 above shall be placed into the TIRZ Fund, a separate fund which has been created by the City. Monies collected in the TIRZ Fund, including any accounts established thereunder, shall be disbursed as set forth in Section 7.3, and such TIRZ Fund shall be accounted for in accordance with generally accepted accounting principles."

6. Article X – Term. Article X is hereby replaced in its entirety with the revised Article X below.

"**ARTICLE X**
**TERM**

This Agreement shall terminate upon the earlier of: (i) December 31, 2050 (ii) December 31, 2030, in the event Developer has not completed the Phase 2 Developer Improvements by that date; or (iii) the date on which the City and the Developer discharge all of their obligations hereunder, including (a) the Authorized Improvements have been completed and the City has accepted all of the Authorized Improvements, (b) the Developer has been reimbursed for all completed and accepted Authorized Improvements through the PID or the TIRZ, and (c) the City has paid all grant monies to the Developer pursuant to this Agreement. If allowed by law, the Parties may extend the term of this Agreement beyond the term set forth above if they execute an agreement in writing. Notwithstanding the foregoing, the term of the PID will be established according to the SAP, and is not subject to the term limit of this Agreement contained in this Article X."

7. Defined Terms. Any term not defined herein shall be deemed to have the same meaning ascribed to it under the MDA.

8. Ratification. The Developer and the City hereby ratify and confirm all of the terms, provisions, covenants and conditions of the MDA and acknowledge and agree that the MDA remains in full force and effect, except as amended in this Third Amendment.

9. Controlling Agreement. To the extent that any provision contained herein conflicts with the MDA, the provision contained herein shall supersede such conflicting provisions contained in the MDA.

10. Entire Agreement/Amendment. This Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement contain the entire agreement of the Parties with respect to the matters contained herein. This Third Amendment may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

11. Authority to Execute. The individuals executing this Third Amendment on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Third Amendment 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 Third Amendment in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Third Amendment 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. Counterparts. This Third Amendment may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one Third Amendment. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Party.

13. Anti-Boycott Verification. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this MDA. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, '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. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

14. Iran, Sudan, and Foreign Terrorist Organizations. The Developer hereby represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

15. Energy Companies. The Developer hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this MDA. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

16. Firearm Entities. The Developer hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this MDA against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

17. Survival of Representations. Notwithstanding anything contained herein, the representations and covenants contained in Sections 13, 14, 15, and 16 shall survive termination of this MDA until the statute of limitations has run.

[signatures on following pages]

EXECUTED by the City and Developer on the respective dates stated below.

Date: _____ **CITY OF SHERMAN**

By: _____
Robby Hefton, City Manager

ATTEST:

_____
Linda Ashby, City Clerk

APPROVED AS TO FORM:

_____
Ryan D. Pittman, Attorney for the City

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the _____ day of May, 2024 by Robby Hefton, City Manager of the City of Sherman, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

**DEVELOPER**

Terra Perpetua LLC,
a Delaware limited liability company

By: _____
Name: Ronny Guerrero
Its: President & CEO

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of May, 2024 by Ronny Guerrero, President & CEO of Terra Perpetua, LLC, a Delaware limited liability company, on behalf of said company.

_____
Notary Public, State of Texas

# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Regular Meeting** Agenda Item No. H.3.

**Meeting Date:** 5/20/2024

**Prepared By:** Terrence Steele, Assistant City Manager

**Approved By:** Robby Hefton, City Manager

**Caption:**

**RESOLUTION NO. 7302**

Authorizing the Execution of an Amended License Agreement with Sherman Sports and Entertainment, LLC, for the Use of Veterans Field

**Issue:**

Amending the license agreement the City has with Sherman Entertainment, to allow a sublicense to another entity. Even though the same person owns the entities, it is a different "entity" requires written permission from the City to operate as a sublicensee.

**Background:**

After the license agreement between the City and Sherman Sports and Entertainment, LLC was approved for the license of Veteran's Field in Fairview Park, located at 1121 W. Taylor Street for Semi-Professional Baseball, the City Council granted a variance to allow Sherman Sports and Entertainment, LLC, to sell beer and wine at Veteran's Field. Sherman F&B, LLC, applied for a "Mixed Beverage" On-Premise Retailer License/Permit and a "Food and Beverage Certificate" in Fairview Park and was denied. Tim Woodland, managing member of both Sherman Sports and Entertainment, LLC and Sherman F&B, LLC, appealed the denial on behalf of Sherman F&B, LLC and appeared representing the request. He explained that he owns both entities, Sherman Sports & Entertainment, and Sherman F&B. For liability purposes, he stated he had split the food and beverages portion from the sports entertainment portion. He also added the application for mixed beverages, instead of just beer and wine. This license agreement is being amended to include language indicating that Tim Woodland or any of his representatives do not have the right to sell or lease to any other group or entity the mixed beverage portion of his license without the consent of the City.

**Origination:**

City Manager's Office

**Financial Consideration:**

None

**Staff Recommendation:**

Staff recommends approval

**Alternatives:**

Mixed beverage alcohol sales may be limited to a separate location from non-alcohol sales.

**Attachments:**

1. Resolution No. 7302
2. Revised Lease Agreement - Signed
3. 7210 (ID 359836)

**RESOLUTION NO. 7302**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AMENDED LICENSE AGREEMENT WITH SHERMAN SPORTS AND ENTERTAINMENT, LLC, FOR THE USE OF VETERANS FIELD; 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 any and all documentation being properly completed and approved as to form and content by the City Attorney, to enter into an amended license agreement with Sherman Sports and Entertainment, LLC, for the use of Veterans Field to commence on the Effective date as defined in the agreement and shall expire at 11:59 p.m. on December 31, 2028, pursuant to the terms and provisions of the contract document 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 20th day of May 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**

# FIRST AMENDED AND RESTATED VETERANS FIELD LICENSE AGREEMENT

This FIRST AMENDED AND RESTATED LICENSE AGREEMENT ("Agreement") is made and entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality ("Licensor"), and SHERMAN SPORTS AND ENTERTAINMENT LLC, a Texas limited liability company ("Licensee"), on the terms and conditions set forth herein. Licensor and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, Licensor is the owner of Veterans Field, a baseball stadium with concessions, restrooms, parking and related improvements and facilities located at 1121 W. Taylor Street, Sherman, Texas (the "Property"); and

WHEREAS, Licensor and Licensee entered into that certain License Agreement dated November 18, 2023 (the "Original Agreement"), which is incorporated herein by reference for all purposes; and

WHEREAS, Licensor and Licensee desire to amend and restate the Original Agreement as set forth in this Agreement and to agree as set forth herein; and

WHEREAS, Licensee desires to enter onto and use a portion of the Property, limited to the area highlighted in yellow in Exhibit A (the "Licensed Property"), for those uses described in Exhibit B, attached hereto and incorporated herein for all purposes ("Permitted Uses"); and

WHEREAS, Licensor agrees to grant Licensee a temporary, non-exclusive license for the purpose of entering onto and using the Licensed Property for the Permitted Uses on the terms and conditions set forth below; and

WHEREAS, Licensor finds that it is in the best interest of Licensor and its citizens to enter into this Agreement and provide the license as described herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Licensor and Licensee agree as follows:

## ARTICLE 1 – LICENSE

1.1 **Grant of License**. Licensor hereby grants Licensee a temporary, non-exclusive license for the Permitted Uses on the Licensed Property during the Term (hereinafter defined) of this Agreement (the "License"). Licensee's right to enter on and use the Licensed Property shall be limited solely to the Permitted Uses and none other.

1.2 **No Cost to Licensor**. The parties agree that all costs and expenses associated in any way with Licensee's use of the Licensed Property shall be borne solely by Licensee and that Licensor shall have no monetary obligations under this Agreement other than utility charges as described in this Agreement.

1.3 **Non-Exclusive License**. This License is non-exclusive and is subject to (a) any existing utility, drainage, communication or other public facility located in, on or under the Licensed Property owned by Licensor or any utility or communication company, public or private; and (b) any existing lease, license or other interest in the Licensed Property granted by Licensor to any individual, corporation or other entity, public or private. In addition, Licensor shall have the exclusive right to use the Licensed Property for games, practices, events and other uses during all times that do not directly conflict with the Licensee's scheduled uses of the Licensed Property, as approved by Licensor.

1.4 **Liens Not Permitted**. Licensee shall fully pay for all labor and materials used in, on or about the Licensed Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Licensed Property by reason of any work done or materials furnished to the Licensed Property at Licensee's instance or request.

1.5 **Governmental Approvals**. Licensee, at its sole cost and expense, shall be responsible for and shall obtain any and all licenses, permits, zoning approvals or other approvals from the City of Sherman and all other governmental agencies, federal, state or local, required to carry on any activity permitted herein. Nothing in this Agreement shall constitute such license, permit or other approval of any scope of work proposed by Licensee.

1.6 **Security of Licensed Property**. Licensee, at its sole cost and expense, shall provide all security on the Licensed Property.

1.7 **Consideration**. In exchange for the rights granted herein, Licensee shall take the following actions as conditions to Licensee entering onto or using the Licensed Property under this Agreement:

(a) Pay to Licensor a license fee in the amount of twenty-four thousand and 00/100 dollars ($24,000) (the "License Fee"). The License Fee is nonrefundable and due on or before the first day of the Term (hereinafter defined). If this Agreement is terminated before the Term expires for any reason, no portion of the License Fee shall be refunded to Licensee;

(b) Pay to Licensor an amount equal to fifty cents ($.50) times the number of tickets sold for each game and other event held by or on behalf of Licensee on the Licensed Property (the "Revenue Share"). The Revenue Share is due within thirty (30) days after each ticketed game or other event occurs. Upon request, Licensee shall allow Licensor to audit all of the Licensee's records, documents, agreements and other instruments to ensure Licensee's compliance with its obligations relating to the Revenue Share;

(c) Obtain Licensor's written approval of the name, logos and other branding for the baseball team that will play home games on the Licensed Property before any such games occur; and

(d) Provide to Licensor, at no cost to Licensor, at least 500 general admission and/or picnic area tickets to games and other events held by or on behalf of Licensee at the Licensed Property during each calendar year of the Term (hereinafter defined); and

(e) Construct and install the Licensee Improvements (hereinafter defined).

1.8 **Deposit**. In addition to the consideration set forth above, Licensee shall pay to Licensor a deposit in the amount of ten thousand and 00/100 dollars ($10,000.00) ("Deposit") on or before the first day of the Term (hereinafter defined). If Licensee defaults with respect to any provision of this Agreement, Licensor may, but will not be required to, use, apply or retain all or any part of the Deposit for the payment of any fee or cost or any other sum in default, or for the payment of any other amount which Licensor may incur or may become obligated to incur by reason of Licensee's default, or to compensate Licensor for any other loss or damage which Licensor may suffer by reason of Licensee's default. If any portion of the Deposit is so used or applied, Licensee will, upon demand therefor, deposit cash with Licensor in an amount sufficient to restore the Deposit to the original amount. If Licensee fully performs every provision of this Agreement to be performed by Licensee, the Deposit will be returned to Licensee within thirty (30) days after the expiration of the Term, less any sums Licensor has deducted pursuant to this section. Licensee will not assign or encumber Licensor's interest in the Deposit, and neither Licensor nor Licensor's successors or assigns will be bound by any such attempted assignment or encumbrance of the Deposit.

## ARTICLE 2 – MAINTENANCE AND OPERATIONS

2.1 **Licensor Maintenance**. Except as otherwise required by Licensee in this Agreement, Licensor shall maintain the Licensed Property as determined by Licensor in its sole discretion. Licensor shall have complete and unfettered access to the Licensed Property, including during games and events held by or on behalf of Licensee, at all times for all purposes.

2.2 **Licensee Maintenance; Damages**. Licensee shall use reasonable care during the use of the Licensed Property to avoid damaging any existing improvements, equipment and vegetation on or about the Licensed Property and any adjacent property owned by or under the control of Licensor, except as expressly provided herein. Licensee shall keep the Licensed Property free of trash and debris and must clean all portions of the Licensed Property after each game and event held by or on behalf of Licensee. Licensee shall not erect any permanent improvements on the Licensed Property or remove any existing improvements, except as expressly provided herein. Licensee shall repair any and all damages to the Licensed Property that are sustained during Licensee's use of the Licensed Property ("Licensee Damages"). All such repairs shall be made at Licensee's sole cost and expense. Licensor shall have the option of making repairs necessitated by the Licensee Damages if: (a) the Licensee Damages interfere with Licensor's use of the Licensed Property, or the Licensee Damages in any way pose a health or safety risk to the public; and (b) Licensor notifies Licensee of the Licensee Damages and Licensee fails to make the appropriate repairs within five (5) days of receiving notice thereof from Licensor. If Licensor makes the repairs under the provisions of this Section 2.2, Licensor shall send a written invoice to Licensee and take any reasonable action to perform all necessary repairs and assess Licensee for the costs thereof plus interest from the date paid by Licensor to the date of reimbursement by

Licensee at the Interest Rate (hereinafter defined). Licensor may elect to use the Deposit paid by Licensee for such reimbursement. The term "Interest Rate" shall mean the higher of either (i) the interest rate announced as the "prime rate" by *The Wall Street Journal* plus two (2) percent per annum; or (ii) the highest rate of interest allowed by applicable law. This Article 2 shall survive termination of this Agreement.

2.3 **Restoration**. Upon termination of this Agreement and in addition to Licensee's obligations set forth in Section 2.2 above, Licensee shall remove from the Licensed Property all trash, debris, equipment, vehicles, temporary structures, fencing and any other personal property placed on the Licensed Property by, on behalf of or with the consent of Licensee (collectively, "Licensee's Personal Property"). Should Licensee fail to remove Licensee's Personal Property on the termination or expiration of this Agreement in accordance with this Section 2.3, Licensor may, in its sole discretion, remove and dispose of the same without any liability, whatsoever, to Licensee. Any costs associated with Licensor's removal of Licensee's Personal Property pursuant to this Section 2.3 shall be borne by Licensee.

2.4 **No Alterations**. Licensee shall not make, nor allow to be made, any alterations of any kind to the Licensed Property, except as provided herein and except as otherwise approved in writing by Licensor. Licensee shall not injure or damage in any manner the Licensed Property and shall not cause or permit anything to be done whereby the Licensed Property shall be in any manner injured or damaged.

2.5 **Utility Charges**. Licensor shall pay all utility charges for water, electricity, heat, gas, garbage and trash removal used in and about the Licensed Property.

2.6 **Personnel**. Licensee shall provide and pay for all employees and other personnel needed to operate games and events held by or on behalf of Licensee on the Licensed Property, including, but not limited to, as many TCOLE-certified security officer as required by Licensor but in no event fewer than one (1) such security officer, sales and marketing personnel, ticket sellers, ticket takers, ushers, cleaning personnel, first aid providers, public address announcer, concession workers, retail merchandise employees and customer service personnel.

## ARTICLE 3 – TERM AND TERMINATION

3.1 **Term**. Licensee's right to enter onto and use the Licensed Property under this Agreement shall commence on the Effective Date (hereinafter defined) and shall expire at 11:59 p.m. on December 31, 2028 ("Term"), at which time this Agreement shall terminate, unless terminated earlier as provided herein or unless the parties mutually agree to a written extension of the Term.

3.2 **Termination Without Cause**. Notwithstanding any statement to the contrary in this Agreement, Licensor may terminate this Agreement without cause by providing to Licensee thirty (30) days' prior written notice.

3.3 **Termination on Default**. Notwithstanding the foregoing, Licensor shall have the right to terminate this Agreement if Licensee fails to perform its obligations under this Agreement by providing to Licensee three (3) days' prior written.

3.4 **Condition on Termination**. On expiration or termination of this Agreement, Licensee shall surrender the Licensed Property to Licensor.

3.5 **Holding Over**. If Licensee or any party claiming by, through or under Licensee fails to surrender the Licensed Property at the expiration of the Term or the earlier termination of this Agreement, the continued occupancy of the Licensed Property shall be that of a tenancy from day to day, terminable by Licensor in accordance with Texas law. Licensee shall pay an amount (on a per day basis without reduction for partial days during the holdover) equal to two thousand and no/100s dollars ($2,000), payable in advance, for the period of the holdover.

## ARTICLE 4 – COMPLIANCE WITH LAWS

4.1 **Compliance with Laws**. Licensee shall, in connection with Licensee's activities on or about the Licensed Property, comply with all applicable laws, rules, codes, regulations, ordinances, government programs and orders by any court or governmental agency (including, without limitation, laws relating to hazardous materials, air or noise pollution, toxic waste or other substances or materials potentially injurious to health, safety or welfare), as they exist, may be amended or in the future arising, relating to Licensee's use of the Licensed Property. Licensee acknowledges that Licensor has adopted certain rules and regulations covering the use of the Licensed Property and the conduct of persons at or on such Licensed Property, which rules may be amended from time to time at Licensor's sole discretion. If Licensee observes that its use and/or occupancy of the Licensed Property is at variance with federal, state and local laws, ordinances and regulations, Licensee shall promptly notify Licensor in writing.

4.2 **Hazardous Materials**. In the event that any hazardous material, toxic waste or other substance or material potentially injurious to health, safety or welfare is spilled, deposited, placed or dumped on the Licensed Property during or in connection with Licensor's use of the Licensed Property, Licensee shall immediately notify Licensor of the nature and extent of such event and shall, at Licensee's sole cost and expense, promptly remedy the condition to Licensor's satisfaction.

## ARTICLE 5 – LICENSEE IMPROVEMENTS; SIGNS

5.1 **Licensee Improvements**. Licensee shall, at its sole cost and expense, construct or cause to be constructed on the Licensed Property the following upgrades to the existing improvements: perimeter fencing with windscreen, upgraded entrance, bleacher seating, covered seating, picnic areas, food and beverage areas, new sound system and bullpens (collectively, the "Licensee Improvements"), subject to the requirements in this Section. The Licensee Improvements shall be designed, constructed and installed such that the quality of the Licensee Improvements is commensurate with the representative images in Exhibit C, attached hereto and incorporated herein for all purposes. Licensee shall take all actions necessary to ensure the Licensee Improvements are completed and accepted by Licensor on or before April 1, 2024, and no games

or other events shall be held by Licensee on the Licensed Property until the Licensee Improvements have been accepted by Licensor.

(a) Licensor's Approval of Plans. The following rules govern Licensor's approval of construction, additions and alterations of the Licensee Improvements and other buildings or improvements on the Licensed Property:

(i) Written Approval Required. No improvement, including the Licensee Improvements, may be constructed or installed on the Licensed Property unless the plans, specifications and proposed location of the improvement has received Licensor's written approval and the improvement complies with the Licensor-approved plans, specifications and proposed location. No material addition to or alteration of any building or structure erected on the Licensed Property may be commenced until plans and specifications covering the proposed addition or alteration have been first submitted to and approved by Licensor.

(ii) Submission of Plans. Licensee must, at its sole cost and expense, engage a licensed architect or engineer to prepare plans and specifications for constructing or installing the Licensee Improvements and for constructing or installing any other improvements or additions or alterations to any buildings or improvements that require Licensor's approval under Subsection (i) above. Licensee must submit two (2) copies of detailed working drawings, plans and specifications for constructing the Licensee Improvements for Licensor's approval. If Licensee wishes to construct or install any other improvements or make any additions or alterations to buildings or improvements for which Licensor's approval is required under Subsection (i) above, Licensee must submit two (2) copies of detailed working drawings, plans and specifications for any such projects for Licensor's approval before the project begins.

(iii) Licensor's Approval. Licensor will promptly review and approve all plans submitted under Subsection (ii) above or note in writing any required changes or corrections that must be made to the plans. Any required changes or corrections must be made, and the plans resubmitted to Licensor, within thirty (30) days after the corrections or changes have been noted. Licensee represents and warrants that as of the Effective Date of this Agreement, the estimated amount of the Licensee's costs of construction or installation of the Licensee Improvements is equal to $197,200 (the "Licensee Construction Costs"), with the final amount to be evidenced by the final, executed contracts for the construction or installation of the Licensee Improvements and other evidence reasonably required by Licensor establishing Licensee's cost of construction or installation of the Licensee Improvements, true and correct copies of which Licensee shall provide to Licensor as a condition of Licensor's acceptance of the Licensee Improvements. Licensee shall be permitted to trade advertising, tickets or other services as part of the Licensee Construction Costs and receive credit towards the Licensee Construction Costs provided that the Licensor provides contracts and/or evidence to the same.

(iv) Effect of Approval. Licensor's approval of any plans and specifications does not constitute approval of the architectural or engineering design, and Licensor, by approving the plans and specifications, assumes no liability or responsibility for the architectural or engineering design or for any defect in any building or improvement constructed from the plans or specifications.

(c) Ownership of Improvements. Any buildings, improvements, additions, alterations and fixtures (except furniture and trade fixtures) constructed, placed or maintained on any part of the Licensed Property, including but not limited to the Licensee Improvements (collectively, the "Improvements"), are considered part of the real property of the Licensed Property, must remain on the Licensed Property and shall become the property of Licensor at the termination or expiration of the Term. Licensor may, however, require that Licensee promptly remove any or all Improvements on termination or expiration of the Term. In the event that Licensor requires Licensee to remove any Improvement, Licensee shall promptly repair any damage to the Licensed Property caused by such removal.

(d) Construction Coordination. Prior to commencing construction or installation of the Licensee Improvements, Licensee and Licensor shall meet and develop a construction logistics/coordination plan that provides guidelines for the construction and installation of the Licensee Improvements and that demonstrates the understanding of the general contractor responsible for constructing the Licensee Improvements (the "Licensee Contractor") regarding the construction of the Licensor Improvements. Licensor must approve of such plan before Licensee may commence construction or installation of the Licensee Improvements.

(e) Construction Standards. Any Improvements shall be constructed or installed, and any alteration, renovation, repair, refurbishment or other work with regard thereto shall be performed, in accordance with the following standards and requirements:

(i) All such construction, installation or work shall be performed in a good and workmanlike manner in accordance with good industry practice for the type of work in question.

(ii) Except as otherwise provided in this Agreement, all such construction, installation or work shall be done at Licensee's sole cost and expense in compliance with all applicable building codes and ordinances of Licensor.

(iii) No construction, installation or work shall be commenced until all licenses, permits, inspections and authorizations required by Licensor are obtained.

(iv) Licensee shall have obtained and shall maintain in force and effect the insurance coverage required by this Agreement.

(v) After commencement, such construction, installation or work shall be pursued with due diligence to its completion.

(vi) Except as otherwise provided in this Agreement, Licensee shall pay for all costs incurred by Licensee in constructing the Improvements, including but not limited to, all building permit and inspection fees.

(vii) Licensee shall, at its expense, be responsible for compliance with the Americans with Disabilities Act and any other law pertaining to disabilities and architectural barriers.

(viii) As required by Section 2252.909 of the Texas Government Code, Licensee shall include in each contract for the construction, alteration or repair of an improvement to the Licensed Property a condition that the contractor: (A) execute a payment bond that conforms to Subchapter I, Chapter 53, Property Code; and (B) execute a performance bond in an amount equal to the amount of the contract for the protection of the Licensor and conditioned on the faithful performance of the contractor's work in accordance with the plans, specifications and contract documents. Evidence of such bonds must be provided to Licensor before any such construction, alteration or repair may commence. In addition, Licensee shall provide to Licensor a notice of commencement consistent with Section 2252.909(c) of the Texas Government Code at least 90 days before the date any construction, alteration or repair of any improvement to the Licensed Property begins. Licensor and Licensee agree that nothing in this section shall be interpreted as Licensor consenting to or approving any construction, alteration or repair of any improvement to the Licensed Property by or on behalf of Licensee that is not separately and expressly allowed under the other terms of this Agreement.

5.2 **Signs**. Licensee shall have the right to erect signs on the Licensed Property provided that Licensee complies with all applicable governmental laws, ordinances and regulations relating to such signs and subject to the prior written approval of Licensor. Licensee shall remove all signs at the termination or expiration of the Term and shall repair any damage, including without limitation, closing holes caused by such removal.

5.3 **Trade Fixtures**. Licensee shall have the right to place shelves, bins, furniture, equipment or other trade fixtures in, on or about the Licensed Property, provided that Licensee complies with all applicable governmental laws, ordinances and regulations regarding such fixtures. Licensee shall have the right to remove all trade fixtures at the termination or expiration of the Term, provided that Licensee is not in default under the Agreement and that the fixtures will be removable without structural damage to the Licensed Property. Licensee must repair any damage to the Licensed Property caused by removal of trade fixtures, and all such repairs must be completed prior to the termination or expiration of the Term. Any trade fixtures that have not been removed by Licensee at the termination or expiration of the Term shall be deemed abandoned by Licensee and shall automatically become the property of Licensor.

5.4 **Naming Rights**. Any naming rights for the stadium on the Licensed Property shall be mutually agreed on in writing by the parties and must contain the words "Veterans Field" as in "XYZ Stadium at Veterans Field." Any revenue generated from such naming rights shall be shared equally by Licensor and Licensee.

5.5 **Taxes**. Licensee shall pay directly to the applicable taxing authority when due and payable all taxes assessed against trade fixtures, furnishings, equipment, inventory, products, or any other personal property belonging to Licensee located on the Licensed Property.

## ARTICLE 6 – LIABILITY

6.1 **Liability**. Licensee assumes all risks and liability resulting or arising from or relating to Licensee's use of the Licensed Property, the existing condition or location of the Licensed Property or the state of maintenance, repair or operation of the Property. Licensor shall not be liable or responsible for maintaining or improving the Licensed Property and makes no representation about its safety, security, condition or suitability for intended use. Licensor shall not be liable or responsible for any damage or injury to persons or property during Licensee's use of the Licensed Property, whether the damage or injury is caused by or results from: (a) fire, electricity, water, wind or other weather conditions; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, lighting fixtures or any other cause; (c) conditions arising on or about the Licensed Property, or from other sources or places; or (d) any act or omission of Licensee. Licensee assumes full responsibility for the conduct of any and all persons on or about the Licensed Property during Licensee's use of the Licensed Property.

6.2 **Disclaimer/Waiver of Damages/Liability**.

(a) Licensee acknowledges and agrees that Licensor is not providing any guarantee, representation or warranty, and Licensor hereby disclaims any guarantee, representation or warranty: (i) of the condition or suitability of the Licensed Property, in whole or in part, for the Permitted Uses; or (ii) that Licensee's Personal Property will not be damaged, stolen or in any other way compromised while the same is located on the Licensed Property.

(b) **LICENSEE HEREBY RELEASES LICENSOR FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR DEMANDS FOR DAMAGES (PERSONAL OR PROPERTY), INJURY (INCLUDING DEATH) OR OTHERWISE, IT MAY HAVE WITH REGARD TO LICENSEE'S USE AND/OR OCCUPANCY OF THE LICENSED PROPERTY AS SET FORTH HEREIN.**

(c) Licensee agrees that Licensor shall not, under any circumstance, be liable and/or responsible for any claim, demand and/or judgment for damages (personal or property), injury (including death), or otherwise, which may, directly or indirectly, in whole or in part, result from Licensee's use and/or occupancy of the Licensed Property whatsoever.

## ARTICLE 7 – INSURANCE

7.1 **Licensee's Insurance Requirements**. Licensee shall not enter onto or use the Licensed Property until Licensee has obtained, at Licensee's expense, all of the insurance required hereunder and such insurance has been approved by Licensor. Licensee shall procure and maintain General Liability insurance for personal injury (including death) and property damage with a minimum of Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars

($4,000,000) in the aggregate, including products coverage. Any contractor of Licensee shall be required to carry the same insurance as Licensee. Licensee shall deliver to Licensor the certificate of insurance and all endorsement(s) evidencing the requirements set forth herein simultaneously with its execution of this Agreement.

(a) All insurance and certificate(s) of insurance shall contain the following provisions:

(i) Name Licensor, its officers, agents, representatives and employees, as additional insureds as to all applicable coverage with the exception of workers' compensation insurance.

(ii) Provide for at least thirty (30) days prior written notice to Licensor for any cancellation, non-renewal or material change of the insurance on the face of the certificate(s).

(iii) Provide for a waiver of subrogation against Licensor for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

(iv) Include all endorsements applicable to each policy and be endorsed to cover Licensee's agreement to indemnify Licensor as set out in this Agreement.

(v) Include the following provisions: (1) severability of interests; and (2) an act or omission of one of the insureds or additional insureds that would void or otherwise reduce coverage shall not reduce or void the coverage as to the other insureds.

(b) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

## ARTICLE 8 – INDEMNITY

8.1 **INDEMNIFICATION. IN CONSIDERATION OF LICENSOR ENTERING INTO THIS AGREEMENT AND GRANTING LICENSEE THE RIGHTS AND PRIVILEGES CONTAINED HEREIN, LICENSEE DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS LICENSOR FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), ARISING OUT OF LICENSEE'S USE OR OCCUPANCY OF THE LICENSED PROPERTY AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACTS OR OMISSIONS OF LICENSEE (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST LICENSOR 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 LICENSEE AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE LICENSEE, 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. LICENSEE IS EXPRESSLY REQUIRED TO DEFEND LICENSOR AGAINST ALL SUCH CLAIMS.

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

THIS ARTICLE 8 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

## ARTICLE 9 – NOTICE

9.1 **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 electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Licensor, addressed to it at:

City of Sherman
Attn: City Manager
220 W. Mulberry Street
Sherman, TX 75090
Telephone: (903) 892-7201
Email: robbyh@cityofsherman.com

With a copy to:

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

If to Licensee, addressed to it at:

Sherman Sports and Entertainment, LLC
Attn: Tim Woodland
26525 Scott Road
Huffman, Texas 76336
Telephone: (281) 451-5406
Email: tim.woodland@sherman-se.com

## ARTICLE 10 – MISCELLANEOUS PROVISIONS

10.1 **Findings Incorporated**. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of Licensor and Licensee.

10.2 **Relationship of Parties**. The parties do not intend that this Agreement be construed as creating a principal and agent relationship, partnership, joint venture or any association between the parties, it being understood and agreed that none of the provisions contained herein or any acts of the parties in the performance of their respective obligations hereunder shall be deemed to create any relationship between the parties other than the relationship of licensor and licensee. It is understood and agreed that this Agreement does not appoint either party as an agent of the other for any purpose whatsoever. Neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

10.3 **Licensee's Warranties/Representations**. All warranties, representations and covenants made by Licensee to Licensor in this Agreement or in any certificate or other instrument delivered by Licensee to Licensor under this Agreement shall be considered to have been relied upon by Licensor and will survive the termination of this Agreement, regardless of any investigation made by Licensor.

10.4 **Entire Agreement**. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

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

10.6 **Consideration**. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

10.7 **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 signature will also be deemed to constitute an original if properly executed.

10.8 **Authority to Execute**. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others 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 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 Effective Date of this Agreement.

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

10.10 **Representations**. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

10.11 **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.

10.12 **Assignment; Sublicense**.

(a) This Agreement is not assignable by Licensee without the written consent of Licensor. In addition, Licensee may not sublicense, sublet, encumber or otherwise transfer this Agreement or any right or interest in this Agreement, or in the Licensed Property or the Improvements, without the written consent of Licensor.

(b) Subject to and without waiver of the requirements of subsection (a) above, Licensor hereby consents to Licensee's sublicense to Sherman F&B, LLC of the Licensed Property, on the following terms and conditions (the "Sublicense"):

(i) Licensor is entitled to revoke consent to the Sublicense at any time, for any reason and without prior notice, and on being provided notice of such revocation, Licensee shall take all steps necessary to ensure that Sherman F&B, LLC immediately ceases to occupy or use the Licensed Property;

(ii) Licensee shall be jointly and severally liable and responsible for all acts and omissions of Sherman F&B, LLC on or about the Licensed Property. Licensee shall ensure that Sherman F&B, LLC and its officers, directors, partners, employees, representatives, contractors, subcontractors, agents, successors, vendors, grantees, trustees, contractors, subcontractors, invitees, volunteers and/or another other third parties for whom Sherman F&B, LLC is legally responsible comply with all applicable laws, rules, codes, regulations, ordinances, government programs and orders by any court or governmental agency (including, without limitation, laws relating to the sale or service of alcoholic beverages, hazardous materials, air or noise pollution, toxic waste or other substances or materials potentially injurious to health, safety or welfare), as they exist, may be amended or in the future arising. If Licensee observes that Sherman F&B, LLC's use and/or occupancy of the Licensed Property is at variance with federal, state and local laws, ordinances and regulations, Licensee shall promptly notify Licensor in writing. Sherman F&B, LLC shall be subject to and must comply with all of the terms and conditions of this Agreement in connection with the Sublicense, and Licensor does not agree to extend, expand, modify or alter any of the terms or conditions of this Agreement other than as expressly stated in this subsection (b);

(iii) Before Sherman F&B, LLC may enter onto and use any portion of the Licensed Property, Licensee must obtain Licensor's written approval of any written agreement between Licensee and Sherman F&B, LLC regarding the use of the Licensed Property;

(iv) Licensor's consent to the Sublicense shall be automatically revoked in the event that Tim Woodland ceases to be the managing member of both Licensee and Sherman F&B, LLC, and upon such revocation, Licensee shall take all steps necessary to ensure that Sherman F&B, LLC immediately ceases to occupy or use the Licensed Property;

(v) The sale and service of alcoholic beverages on the Licensed Property shall be limited to only those types of beverages permitted by applicable regulations of the Texas Alcoholic Beverage Commission, except that any sale or service of liquor or mixed beverages, as those terms are defined in Section 1.04 of the

Texas Alcoholic Beverage Code, may only be in the form of beverages dispensed from a frozen drink machine such as a margarita machine.

10.13 **Indemnification**. The parties agree that the Indemnity provisions set forth herein are conspicuous, and the parties have read and understood the same.

10.14 **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.

10.15 **Immunity**. The parties acknowledge and agree that, in executing and performing this Agreement, Licensor 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.

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

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

10.18 **Non-Dedication**. The parties agree that this Agreement (i) is a revocable license that shall not be recorded by either party, (ii) does not convey any interest in the Property, and (iii) shall not be construed in any event as an easement.

10.19 **Miscellaneous Drafting Provisions**. This Agreement shall be deemed drafted equally by the 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 either 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.

10.20 **Original Agreement**. This Agreement amends and restates the Original Agreement. On the execution of this Agreement by all parties, the provisions of the Original Agreement shall be void and of no further force or effect, and this Agreement shall supersede the same.

[*Signature page follows.*]

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

**LICENSOR:**

**CITY OF SHERMAN, TEXAS,**
a Texas home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

**LICENSEE:**

**SHERMAN SPORTS AND ENTERTAINMENT LLC,**
a Texas limited liability company

By: Timothy Woodland
Printed Name: Timothy Woodland
Title: Owner
Date: 5-15-2024

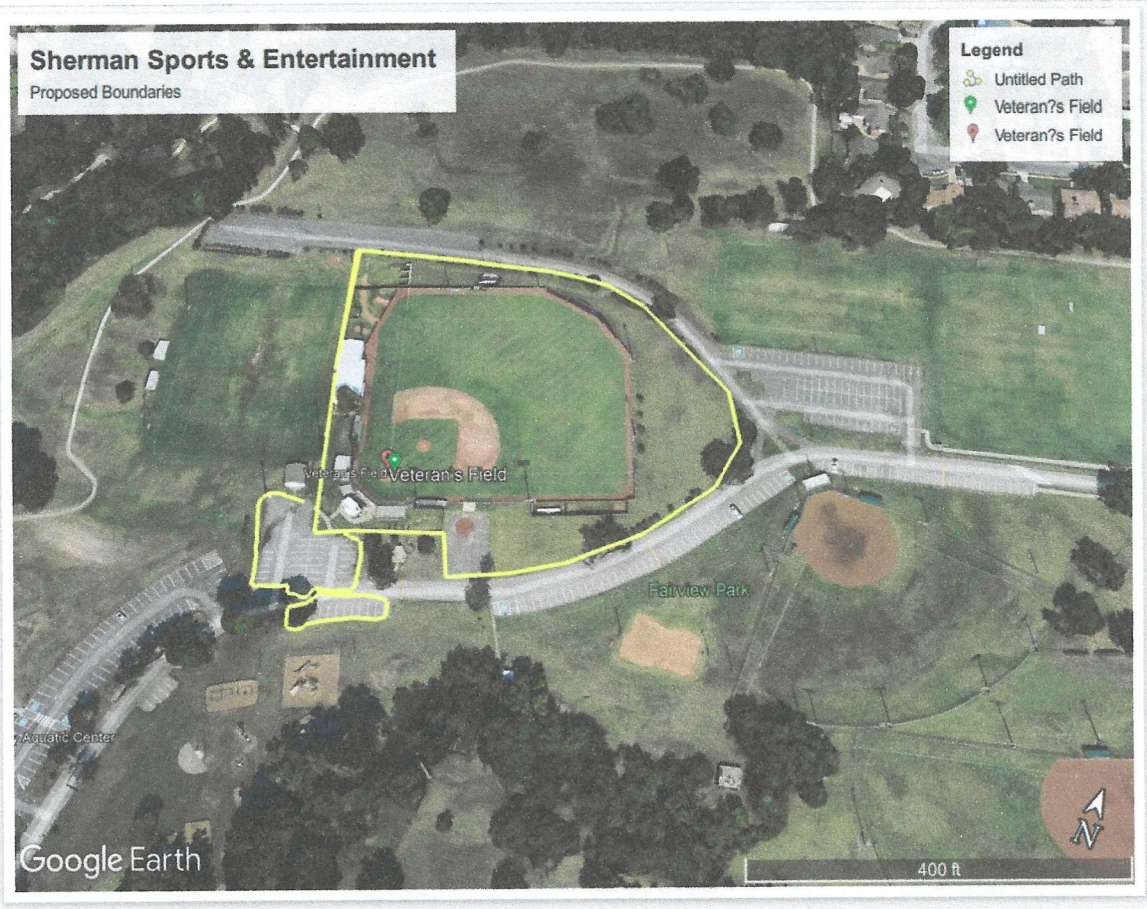
STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ and duly authorized representative of **SHERMAN SPORTS AND ENTERTAINMENT LLC**, a Texas limited liability company, and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

_____
Notary Public, State of Texas
My Commission Expires:_____

**EXHIBIT A**
**Licensed Property**



## EXHIBIT B
**Permitted Uses**

1. The holding of no fewer than 34 and no more than 43 home preseason, regular season and postseason/playoff baseball games of an expansion team in the Mid-America League;
2. The holding of practices of such team during a Spring Training period, not to exceed 7 days;
3. The holding of other family friendly events as scheduled in advance and approved in writing by Licensee. Licensee must provide Licensor with a proposed schedule of games, practices and events, including event type and other details required by Licensor, at least sixty (60) days before the date of the event; and
4. The operation of concession facilities, including the sale of food and beverages. Licensee is entitled to all revenue generated from the operation of any such concession facilities for all events held by or on behalf of Licensee on the Licensed Property.

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**EXHIBIT C**
**Representative Images**






903
BEER GARDEN
movistar
PIRELLI
beIN SPORTS
NARANJA
COCA-COLA
BRIDGESTONE
NOBLEX

**RESOLUTION NO. 7210**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH SHERMAN SPORTS AND ENTERTAINMENT, LLC, FOR THE USE OF VETERANS FIELD; 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 any and all documentation being properly completed and approved as to form and content by the City Attorney, to enter into an license agreement with Sherman Sports and Entertainment, LLC, for the use of Veterans Field to commence on the Effective date as defined in the agreement and shall expire at 11:59 p.m. on December 31, 2028, pursuant to the terms and provisions of the contract document attached hereto and made a part hereof for all purposes.

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS** on this the 6th day of November 2023.

**CITY OF SHERMAN, TEXAS**

**BY:** _____
**DAVID PLYLER, MAYOR**

**ATTEST:**

**BY:** Linda Ashby
**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**

## VETERANS FIELD LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality ("Licensor"), and SHERMAN SPORTS AND ENTERTAINMENT LLC, a Texas limited liability company ("Licensee"), on the terms and conditions set forth herein. Licensor and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, Licensor is the owner of Veterans Field, a baseball stadium with concessions, restrooms, parking and related improvements and facilities located at 1121 W. Taylor Street, Sherman, Texas (the "Property"); and

WHEREAS, Licensee desires to enter onto and use a portion of the Property, limited to the area highlighted in yellow in Exhibit A (the "Licensed Property"), for those uses described in Exhibit B, attached hereto and incorporated herein for all purposes ("Permitted Uses"); and

WHEREAS, Licensor agrees to grant Licensee a temporary, non-exclusive license for the purpose of entering onto and using the Licensed Property for the Permitted Uses on the terms and conditions set forth below; and

WHEREAS, Licensor finds that it is the best interest of Licensor and its citizens to enter into this Agreement and provide the license as described herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Licensor and Licensee agree as follows:

### ARTICLE 1 – LICENSE

1.1 **Grant of License**. Licensor hereby grants Licensee a temporary, non-exclusive license for the Permitted Uses on the Licensed Property during the Term (hereinafter defined) of this Agreement (the "License"). Licensee's right to enter on and use the Licensed Property shall be limited solely to the Permitted Uses and none other.

1.2 **No Cost to Licensor**. The parties agree that all costs and expenses associated in any way with Licensee's use of the Licensed Property shall be borne solely by Licensee and that Licensor shall have no monetary obligations under this Agreement other than utility charges as described in this Agreement.

1.3 **Non-Exclusive License**. This License is non-exclusive and is subject to (a) any existing utility, drainage, communication or other public facility located in, on or under the Licensed Property owned by Licensor or any utility or communication company, public or private; and (b) any existing lease, license or other interest in the Licensed Property granted by Licensor to any individual, corporation or other entity, public or private. In addition, Licensor shall have the exclusive right to use the Licensed Property for games, practices, events and other uses during all times that do not directly conflict with the Licensee's scheduled uses of the Licensed Property, as approved by Licensor.

1.4 **Liens Not Permitted**. Licensee shall fully pay for all labor and materials used in, on or about the Licensed Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Licensed Property by reason of any work done or materials furnished to the Licensed Property at Licensee's instance or request.

1.5 **Governmental Approvals**. Licensee, at its sole cost and expense, shall be responsible for and shall obtain any and all licenses, permits, zoning approvals or other approvals from the City of Sherman and all other governmental agencies, federal, state or local, required to carry on any activity permitted herein. Nothing in this Agreement shall constitute such license, permit or other approval of any scope of work proposed by Licensee.

1.6 **Security of Licensed Property**. Licensee, at its sole cost and expense, shall provide all security on the Licensed Property.

1.7 **Consideration**. In exchange for the rights granted herein, Licensee shall take the following actions as conditions to Licensee entering onto or using the Licensed Property under this Agreement:

(a) Pay to Licensor a license fee in the amount of twenty-four thousand and 00/100 dollars ($24,000) (the "License Fee"). The License Fee is nonrefundable and due on or before the first day of the Term (hereinafter defined). If this Agreement is terminated before the Term expires for any reason, no portion of the License Fee shall be refunded to Licensee;

(b) Pay to Licensor an amount equal to fifty cents ($.50) times the number of tickets sold for each game and other event held by or on behalf of Licensee on the Licensed Property (the "Revenue Share"). The Revenue Share is due within thirty (30) days after each ticketed game or other event occurs. Upon request, Licensee shall allow Licensor to audit all of the Licensee's records, documents, agreements and other instruments to ensure Licensee's compliance with its obligations relating to the Revenue Share;

(c) Obtain Licensor's written approval of the name, logos and other branding for the baseball team that will play home games on the Licensed Property before any such games occur; and

(d) Provide to Licensor, at no cost to Licensor, at least 500 general admission and/or picnic area tickets to games and other events held by or on behalf of Licensee at the Licensed Property during each calendar year of the Term (hereinafter defined); and

(e) Construct and install the Licensee Improvements (hereinafter defined).

1.8 **Deposit**. In addition to the consideration set forth above, Licensee shall pay to Licensor a deposit in the amount of ten thousand and 00/100 dollars ($10,000.00) ("Deposit") on or before the first day of the Term (hereinafter defined). If Licensee defaults with respect to any provision of this Agreement, Licensor may, but will not be required to, use, apply or retain all or any part of the Deposit for the payment of any fee or cost or any other sum in default, or for the payment of

any other amount which Licensor may incur or may become obligated to incur by reason of Licensee's default, or to compensate Licensor for any other loss or damage which Licensor may suffer by reason of Licensee's default. If any portion of the Deposit is so used or applied, Licensee will, upon demand therefor, deposit cash with Licensor in an amount sufficient to restore the Deposit to the original amount. If Licensee fully performs every provision of this Agreement to be performed by Licensee, the Deposit will be returned to Licensee within thirty (30) days after the expiration of the Term, less any sums Licensor has deducted pursuant to this section. Licensee will not assign or encumber Licensor's interest in the Deposit, and neither Licensor nor Licensor's successors or assigns will be bound by any such attempted assignment or encumbrance of the Deposit.

## ARTICLE 2 – MAINTENANCE AND OPERATIONS

2.1 **Licensor Maintenance**. Except as otherwise required by Licensee in this Agreement, Licensor shall maintain the Licensed Property as determined by Licensor in its sole discretion. Licensor shall have complete and unfettered access to the Licensed Property, including during games and events held by or on behalf of Licensee, at all times for all purposes.

2.2 **Licensee Maintenance; Damages**. Licensee shall use reasonable care during the use of the Licensed Property to avoid damaging any existing improvements, equipment and vegetation on or about the Licensed Property and any adjacent property owned by or under the control of Licensor, except as expressly provided herein. Licensee shall keep the Licensed Property free of trash and debris and must clean all portions of the Licensed Property after each game and event held by or on behalf of Licensee. Licensee shall not erect any permanent improvements on the Licensed Property or remove any existing improvements, except as expressly provided herein. Licensee shall repair any and all damages to the Licensed Property that are sustained during Licensee's use of the Licensed Property ("Licensee Damages"). All such repairs shall be made at Licensee's sole cost and expense. Licensor shall have the option of making repairs necessitated by the Licensee Damages if: (a) the Licensee Damages interfere with Licensor's use of the Licensed Property, or the Licensee Damages in any way pose a health or safety risk to the public; and (b) Licensor notifies Licensee of the Licensee Damages and Licensee fails to make the appropriate repairs within five (5) days of receiving notice thereof from Licensor. If Licensor makes the repairs under the provisions of this Section 2.2, Licensor shall send a written invoice to Licensee and take any reasonable action to perform all necessary repairs and assess Licensee for the costs thereof plus interest from the date paid by Licensor to the date of reimbursement by Licensee at the Interest Rate (hereinafter defined). Licensor may elect to use the Deposit paid by Licensee for such reimbursement. The term "Interest Rate" shall mean the higher of either (i) the interest rate announced as the "prime rate" by *The Wall Street Journal* plus two (2) percent per annum; or (ii) the highest rate of interest allowed by applicable law. This Article 2 shall survive termination of this Agreement.

2.3 **Restoration**. Upon termination of this Agreement and in addition to Licensee's obligations set forth in Section 2.2 above, Licensee shall remove from the Licensed Property all trash, debris, equipment, vehicles, temporary structures, fencing and any other personal property placed on the Licensed Property by, on behalf of or with the consent of Licensee (collectively,

"Licensee's Personal Property"). Should Licensee fail to remove Licensee's Personal Property on the termination or expiration of this Agreement in accordance with this Section 2.3, Licensor may, in its sole discretion, remove and dispose of the same without any liability, whatsoever, to Licensee. Any costs associated with Licensor's removal of Licensee's Personal Property pursuant to this Section 2.3 shall be borne by Licensee.

2.4 **No Alterations**. Licensee shall not make, nor allow to be made, any alterations of any kind to the Licensed Property, except as provided herein and except as otherwise approved in writing by Licensor. Licensee shall not injure or damage in any manner the Licensed Property and shall not cause or permit anything to be done whereby the Licensed Property shall be in any manner injured or damaged.

2.5 **Utility Charges**. Licensor shall pay all utility charges for water, electricity, heat, gas, garbage and trash removal used in and about the Licensed Property.

2.6 **Personnel**. Licensee shall provide and pay for all employees and other personnel needed to operate games and events held by or on behalf of Licensee on the Licensed Property, including, but not limited to, as many TCOLE-certified security officer as required by Licensor but in no event fewer than one (1) such security officer, sales and marketing personnel, ticket sellers, ticket takers, ushers, cleaning personnel, first aid providers, public address announcer, concession workers, retail merchandise employees and customer service personnel.

## ARTICLE 3 – TERM AND TERMINATION

3.1 **Term**. Licensee's right to enter onto and use the Licensed Property under this Agreement shall commence on the Effective Date (hereinafter defined) and shall expire at 11:59 p.m. on December 31, 2028 ("Term"), at which time this Agreement shall terminate, unless terminated earlier as provided herein or unless the parties mutually agree to a written extension of the Term.

3.2 **Termination Without Cause**. Notwithstanding any statement to the contrary in this Agreement, Licensor may terminate this Agreement without cause by providing to Licensee thirty (30) days' prior written notice.

3.3 **Termination on Default**. Notwithstanding the foregoing, Licensor shall have the right to terminate this Agreement if Licensee fails to perform its obligations under this Agreement by providing to Licensee three (3) days' prior written.

3.4 **Condition on Termination**. On expiration or termination of this Agreement, Licensee shall surrender the Licensed Property to Licensor.

3.5 **Holding Over**. If Licensee or any party claiming by, through or under Licensee fails to surrender the Licensed Property at the expiration of the Term or the earlier termination of this Agreement, the continued occupancy of the Licensed Property shall be that of a tenancy from day to day, terminable by Licensor in accordance with Texas law. Licensee shall pay an amount (on a per day basis without reduction for partial days during the holdover) equal to two thousand

and no/100s dollars ($2,000), payable in advance, for the period of the holdover.

## ARTICLE 4 – COMPLIANCE WITH LAWS

4.1 **Compliance with Laws**. Licensee shall, in connection with Licensee's activities on or about the Licensed Property, comply with all applicable laws, rules, codes, regulations, ordinances, government programs and orders by any court or governmental agency (including, without limitation, laws relating to hazardous materials, air or noise pollution, toxic waste or other substances or materials potentially injurious to health, safety or welfare), as they exist, may be amended or in the future arising, relating to Licensee's use of the Licensed Property. Licensee acknowledges that Licensor has adopted certain rules and regulations covering the use of the Licensed Property and the conduct of persons at or on such Licensed Property, which rules may be amended from time to time at Licensor's sole discretion. If Licensee observes that its use and/or occupancy of the Licensed Property is at variance with federal, state and local laws, ordinances and regulations, Licensee shall promptly notify Licensor in writing.

4.2 **Hazardous Materials**. In the event that any hazardous material, toxic waste or other substance or material potentially injurious to health, safety or welfare is spilled, deposited, placed or dumped on the Licensed Property during or in connection with Licensor's use of the Licensed Property, Licensee shall immediately notify Licensor of the nature and extent of such event and shall, at Licensee's sole cost and expense, promptly remedy the condition to Licensor's satisfaction.

## ARTICLE 5 – LICENSEE IMPROVEMENTS; SIGNS

5.1 **Licensee Improvements**. Licensee shall, at its sole cost and expense, construct or cause to be constructed on the Licensed Property the following upgrades to the existing improvements: perimeter fencing with windscreen, upgraded entrance, bleacher seating, covered seating, picnic areas, food and beverage areas, new sound system and bullpens (collectively, the "Licensee Improvements"), subject to the requirements in this Section. The Licensee Improvements shall be designed, constructed and installed such that the quality of the Licensee Improvements is commensurate with the representative images in Exhibit C, attached hereto and incorporated herein for all purposes. Licensee shall take all actions necessary to ensure the Licensee Improvements are completed and accepted by Licensor on or before April 1, 2024, and no games or other events shall be held by Licensee on the Licensed Property until the Licensee Improvements have been accepted by Licensor.

(a) Licensor's Approval of Plans. The following rules govern Licensor's approval of construction, additions and alterations of the Licensee Improvements and other buildings or improvements on the Licensed Property:

(i) Written Approval Required. No improvement, including the Licensee Improvements, may be constructed or installed on the Licensed Property unless the plans, specifications and proposed location of the improvement has received Licensor's written approval and the improvement complies with the Licensor-approved plans, specifications and proposed location. No material addition to or

alteration of any building or structure erected on the Licensed Property may be commenced until plans and specifications covering the proposed addition or alteration have been first submitted to and approved by Licensor.

(ii) Submission of Plans. Licensee must, at its sole cost and expense, engage a licensed architect or engineer to prepare plans and specifications for constructing or installing the Licensee Improvements and for constructing or installing any other improvements or additions or alterations to any buildings or improvements that require Licensor's approval under Subsection (i) above. Licensee must submit two (2) copies of detailed working drawings, plans and specifications for constructing the Licensee Improvements for Licensor's approval. If Licensee wishes to construct or install any other improvements or make any additions or alterations to buildings or improvements for which Licensor's approval is required under Subsection (i) above, Licensee must submit two (2) copies of detailed working drawings, plans and specifications for any such projects for Licensor's approval before the project begins.

(iii) Licensor's Approval. Licensor will promptly review and approve all plans submitted under Subsection (ii) above or note in writing any required changes or corrections that must be made to the plans. Any required changes or corrections must be made, and the plans resubmitted to Licensor, within thirty (30) days after the corrections or changes have been noted. Licensee represents and warrants that as of the Effective Date of this Agreement, the estimated amount of the Licensee's costs of construction or installation of the Licensee Improvements is equal to $197,200 (the "Licensee Construction Costs"), with the final amount to be evidenced by the final, executed contracts for the construction or installation of the Licensee Improvements and other evidence reasonably required by Licensor establishing Licensee's cost of construction or installation of the Licensee Improvements, true and correct copies of which Licensee shall provide to Licensor as a condition of Licensor's acceptance of the Licensee Improvements. Licensee shall be permitted to trade advertising, tickets or other services as part of the Licensee Construction Costs and receive credit towards the Licensee Construction Costs provided that the Licensor provides contracts and/or evidence to the same.

(iv) Effect of Approval. Licensor's approval of any plans and specifications does not constitute approval of the architectural or engineering design, and Licensor, by approving the plans and specifications, assumes no liability or responsibility for the architectural or engineering design or for any defect in any building or improvement constructed from the plans or specifications.

(c) Ownership of Improvements. Any buildings, improvements, additions, alterations and fixtures (except furniture and trade fixtures) constructed, placed or maintained on any part of the Licensed Property, including but not limited to the Licensee Improvements (collectively, the "Improvements"), are considered part of the real property of the Licensed Property, must remain on the Licensed Property and shall become the property of Licensor at the termination or expiration of the Term. Licensor may, however, require that Licensee

promptly remove any or all Improvements on termination or expiration of the Term. In the event that Licensor requires Licensee to remove any Improvement, Licensee shall promptly repair any damage to the Licensed Property caused by such removal.

(d) Construction Coordination. Prior to commencing construction or installation of the Licensee Improvements, Licensee and Licensor shall meet and develop a construction logistics/coordination plan that provides guidelines for the construction and installation of the Licensee Improvements and that demonstrates the understanding of the general contractor responsible for constructing the Licensee Improvements (the "Licensee Contractor") regarding the construction of the Licensor Improvements. Licensor must approve of such plan before Licensee may commence construction or installation of the Licensee Improvements.

(e) Construction Standards. Any Improvements shall be constructed or installed, and any alteration, renovation, repair, refurbishment or other work with regard thereto shall be performed, in accordance with the following standards and requirements:

(i) All such construction, installation or work shall be performed in a good and workmanlike manner in accordance with good industry practice for the type of work in question.

(ii) Except as otherwise provided in this Agreement, all such construction, installation or work shall be done at Licensee's sole cost and expense in compliance with all applicable building codes and ordinances of Licensor.

(iii) No construction, installation or work shall be commenced until all licenses, permits, inspections and authorizations required by Licensor are obtained.

(iv) Licensee shall have obtained and shall maintain in force and effect the insurance coverage required by this Agreement.

(v) After commencement, such construction, installation or work shall be pursued with due diligence to its completion.

(vi) Except as otherwise provided in this Agreement, Licensee shall pay for all costs incurred by Licensee in constructing the Improvements, including but not limited to, all building permit and inspection fees.

(vii) Licensee shall, at its expense, be responsible for compliance with the Americans with Disabilities Act and any other law pertaining to disabilities and architectural barriers.

(viii) As required by Section 2252.909 of the Texas Government Code, Licensee shall include in each contract for the construction, alteration or repair of an improvement to the Licensed Property a condition that the contractor: (A) execute a payment bond that conforms to Subchapter I, Chapter 53, Property Code; and (B)

execute a performance bond in an amount equal to the amount of the contract for the protection of the Licensor and conditioned on the faithful performance of the contractor's work in accordance with the plans, specifications and contract documents. Evidence of such bonds must be provided to Licensor before any such construction, alteration or repair may commence. In addition, Licensee shall provide to Licensor a notice of commencement consistent with Section 2252.909(c) of the Texas Government Code at least 90 days before the date any construction, alteration or repair of any improvement to the Licensed Property begins. Licensor and Licensee agree that nothing in this section shall be interpreted as Licensor consenting to or approving any construction, alteration or repair of any improvement to the Licensed Property by or on behalf of Licensee that is not separately and expressly allowed under the other terms of this Agreement.

5.2 **Signs**. Licensee shall have the right to erect signs on the Licensed Property provided that Licensee complies with all applicable governmental laws, ordinances and regulations relating to such signs and subject to the prior written approval of Licensor. Licensee shall remove all signs at the termination or expiration of the Term and shall repair any damage, including without limitation, closing holes caused by such removal.

5.3 **Trade Fixtures**. Licensee shall have the right to place shelves, bins, furniture, equipment or other trade fixtures in, on or about the Licensed Property, provided that Licensee complies with all applicable governmental laws, ordinances and regulations regarding such fixtures. Licensee shall have the right to remove all trade fixtures at the termination or expiration of the Term, provided that Licensee is not in default under the Agreement and that the fixtures will be removable without structural damage to the Licensed Property. Licensee must repair any damage to the Licensed Property caused by removal of trade fixtures, and all such repairs must be completed prior to the termination or expiration of the Term. Any trade fixtures that have not been removed by Licensee at the termination or expiration of the Term shall be deemed abandoned by Licensee and shall automatically become the property of Licensor.

5.4 **Naming Rights**. Any naming rights for the stadium on the Licensed Property shall be mutually agreed on in writing by the parties and must contain the words "Veterans Field" as in "XYZ Stadium at Veterans Field." Any revenue generated from such naming rights shall be shared equally by Licensor and Licensee.

5.5 **Taxes**. Licensee shall pay directly to the applicable taxing authority when due and payable all taxes assessed against trade fixtures, furnishings, equipment, inventory, products, or any other personal property belonging to Licensee located on the Licensed Property.

## ARTICLE 6 – LIABILITY

6.1 **Liability**. Licensee assumes all risks and liability resulting or arising from or relating to Licensee's use of the Licensed Property, the existing condition or location of the Licensed Property or the state of maintenance, repair or operation of the Property. Licensor shall not be liable or responsible for maintaining or improving the Licensed Property and makes no representation about its safety, security, condition or suitability for intended use. Licensor shall

not be liable or responsible for any damage or injury to persons or property during Licensee's use of the Licensed Property, whether the damage or injury is caused by or results from: (a) fire, electricity, water, wind or other weather conditions; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, lighting fixtures or any other cause; (c) conditions arising on or about the Licensed Property, or from other sources or places; or (d) any act or omission of Licensee. Licensee assumes full responsibility for the conduct of any and all persons on or about the Licensed Property during Licensee's use of the Licensed Property.

6.2 **Disclaimer/Waiver of Damages/Liability**.

(a) Licensee acknowledges and agrees that Licensor is not providing any guarantee, representation or warranty, and Licensor hereby disclaims any guarantee, representation or warranty: (i) of the condition or suitability of the Licensed Property, in whole or in part, for the Permitted Uses; or (ii) that Licensee's Personal Property will not be damaged, stolen or in any other way compromised while the same is located on the Licensed Property.

(b) **LICENSEE HEREBY RELEASES LICENSOR FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR DEMANDS FOR DAMAGES (PERSONAL OR PROPERTY), INJURY (INCLUDING DEATH) OR OTHERWISE, IT MAY HAVE WITH REGARD TO LICENSEE'S USE AND/OR OCCUPANCY OF THE LICENSED PROPERTY AS SET FORTH HEREIN.**

(c) Licensee agrees that Licensor shall not, under any circumstance, be liable and/or responsible for any claim, demand and/or judgment for damages (personal or property), injury (including death), or otherwise, which may, directly or indirectly, in whole or in part, result from Licensee's use and/or occupancy of the Licensed Property whatsoever.

## ARTICLE 7 – INSURANCE

7.1 **Licensee's Insurance Requirements**. Licensee shall not enter onto or use the Licensed Property until Licensee has obtained, at Licensee's expense, all of the insurance required hereunder and such insurance has been approved by Licensor. Licensee shall procure and maintain General Liability insurance for personal injury (including death) and property damage with a minimum of Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in the aggregate, including products coverage. Any contractor of Licensee shall be required to carry the same insurance as Licensee. Licensee shall deliver to Licensor the certificate of insurance and all endorsement(s) evidencing the requirements set forth herein simultaneously with its execution of this Agreement.

(a) All insurance and certificate(s) of insurance shall contain the following provisions:

(i) Name Licensor, its officers, agents, representatives and employees, as additional insureds as to all applicable coverage with the exception of workers' compensation insurance.

(ii) Provide for at least thirty (30) days prior written notice to Licensor for any cancellation, non-renewal or material change of the insurance on the face of the certificate(s).

(iii) Provide for a waiver of subrogation against Licensor for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

(iv) Include all endorsements applicable to each policy and be endorsed to cover Licensee's agreement to indemnify Licensor as set out in this Agreement.

(v) Include the following provisions: (1) severability of interests; and (2) an act or omission of one of the insureds or additional insureds that would void or otherwise reduce coverage shall not reduce or void the coverage as to the other insureds.

(b) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

## ARTICLE 8 – INDEMNITY

8.1 INDEMNIFICATION. IN CONSIDERATION OF LICENSOR ENTERING INTO THIS AGREEMENT AND GRANTING LICENSEE THE RIGHTS AND PRIVILEGES CONTAINED HEREIN, LICENSEE DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS LICENSOR FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), ARISING OUT OF LICENSEE'S USE OR OCCUPANCY OF THE LICENSED PROPERTY AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACTS OR OMISSIONS OF LICENSEE (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST LICENSOR 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 LICENSEE AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE LICENSEE, 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. LICENSEE IS EXPRESSLY REQUIRED TO DEFEND LICENSOR AGAINST ALL SUCH CLAIMS.

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

THIS ARTICLE 8 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

## ARTICLE 9 – NOTICE

9.1 **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 electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Licensor, addressed to it at:
City of Sherman
Attn: City Manager
220 W. Mulberry Street
Sherman, TX 75090
Telephone: (903) 892-7201
Email: robbyh@cityofsherman.com

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

If to Licensee, addressed to it at:

Sherman Sports and Entertainment, LLC
Attn: Tim Woodland
26525 Scott Road
Huffman, Texas 76336
Telephone: (281) 451-5406
Email: tim.woodland@sherman-se.com

## ARTICLE 10 – MISCELLANEOUS PROVISIONS

10.1 **Findings Incorporated**. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of Licensor and Licensee.

10.2 **Relationship of Parties**. The parties do not intend that this Agreement be construed as creating a principal and agent relationship, partnership, joint venture or any association between the parties, it being understood and agreed that none of the provisions contained herein or any acts of the parties in the performance of their respective obligations hereunder shall be deemed to create any relationship between the parties other than the relationship of licensor and licensee. It is understood and agreed that this Agreement does not appoint either party as an agent of the other for any purpose whatsoever. Neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

10.3 **Licensee's Warranties/Representations**. All warranties, representations and covenants made by Licensee to Licensor in this Agreement or in any certificate or other instrument delivered by Licensee to Licensor under this Agreement shall be considered to have been relied upon by Licensor and will survive the termination of this Agreement, regardless of any investigation made by Licensor.

10.4 **Entire Agreement**. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

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

10.6 **Consideration**. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

10.7 **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 signature will also be deemed to constitute an original if properly executed.

10.8 **Authority to Execute**. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others 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 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 Effective Date of this Agreement.

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

10.10 **Representations**. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

10.11 **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.

10.12 **Assignment**. This Agreement is not assignable by Licensee without the written consent of Licensor. In addition, Licensee may not sublicense, sublet, encumber or otherwise transfer this Agreement or any right or interest in this Agreement, or in the Licensed Property or the Improvements, without the written consent of Licensor.

10.13 **Indemnification**. The parties agree that the Indemnity provisions set forth herein are conspicuous, and the parties have read and understood the same.

10.14 **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.

10.15 **Immunity**. The parties acknowledge and agree that, in executing and performing this Agreement, Licensor 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.

10.16 **Reference to Licensee**. When referring to "Licensee" herein, this Agreement shall refer to and be binding upon Licensee, and its officers, directors, partners, employees, representatives, contractors, subcontractors, agents, successors, assignees (as authorized herein),

vendors, grantees, trustees, contractors, subcontractors, invitees, volunteers and/or another other third parties for whom such Licensee is legally responsible.

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

10.18 **Non-Dedication**. The parties agree that this Agreement (i) is a revocable license that shall not be recorded by either party, (ii) does not convey any interest in the Property, and (iii) shall not be construed in any event as an easement.

10.19 **Miscellaneous Drafting Provisions**. This Agreement shall be deemed drafted equally by the 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 either 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.

[*Signature page follows.*]

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

**LICENSOR:**

**CITY OF SHERMAN, TEXAS,**
a Texas home-rule municipality

By: _____
Robby Hefton, City Manager
Date: 11-7-2023

**LICENSEE:**

**SHERMAN SPORTS AND ENTERTAINMENT LLC,**
a Texas limited liability company

By: _____
Printed Name: Timothy M Woodland
Title: CEO - owner
Date: 11-18-2023

STATE OF TEXAS §
§
COUNTY OF Harris §

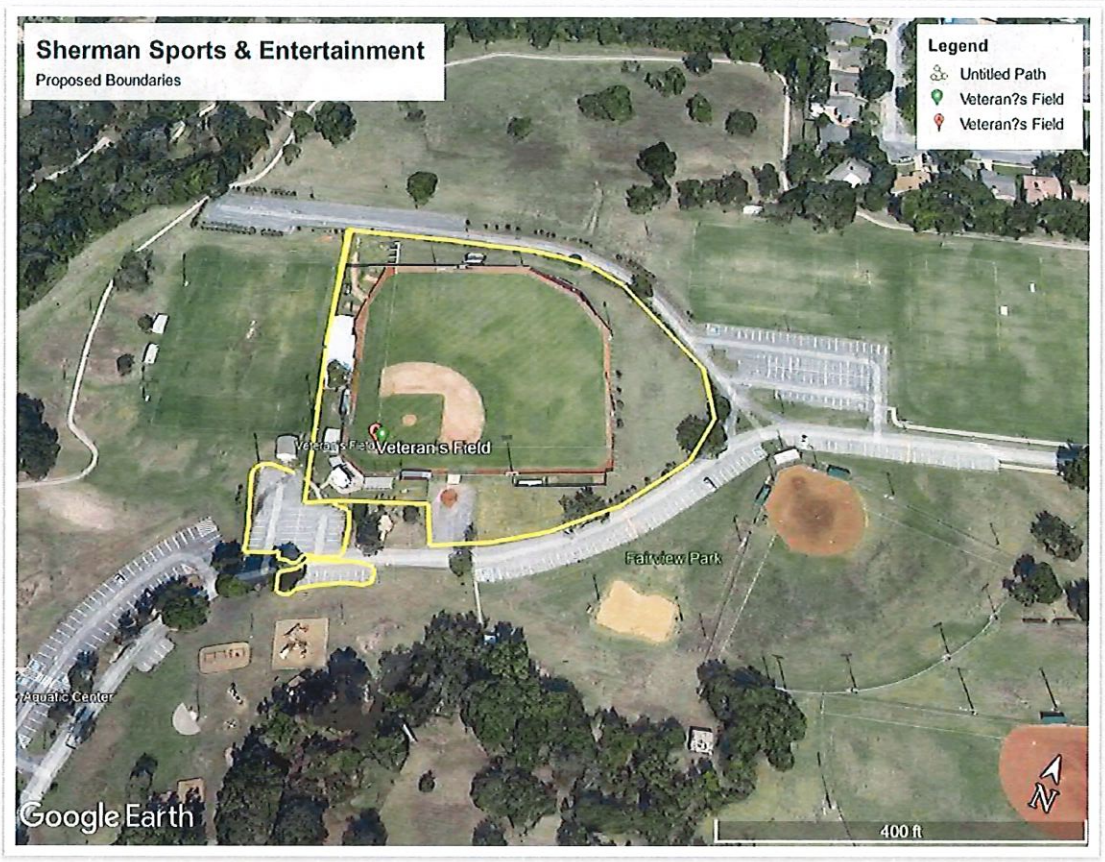
BEFORE ME, the undersigned authority, on this day personally appeared Timothy Woodland, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the CEO-owner and duly authorized representative of **SHERMAN SPORTS AND ENTERTAINMENT LLC**, a Texas limited liability company, and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of November, 2023.

_____
Notary Public, State of Texas
My Commission Expires: 10-02-2026

SAM CHUNG NOTARY PUBLIC STATE OF TEXAS NOTARY ID 131747-2 MY COMM EXP 10-02-2026

# EXHIBIT A
## Licensed Property



## EXHIBIT B
**Permitted Uses**

1. The scheduling of no fewer than 34 and no more than 43 home preseason, regular season and postseason/playoff baseball games of an expansion team in the Mid-America League;
2. The scheduling of practices of such team during a Spring Training period, not to exceed 7 days;
3. The scheduling of other family friendly events as scheduled in advance and approved in writing by Licensee. Licensee must provide Licensor with a proposed schedule of games, practices and events, including event type and other details required by Licensor, at least sixty (60) days before the date of the event; and
4. The operation of concession facilities, including the sale of food and beverages. Licensee is entitled to all revenue generated from the operation of any such concession facilities for all events held by or on behalf of Licensee on the Licensed Property.

[*The remainder of this page intentionally left blank.*]

**EXHIBIT C**
**Representative Images**






903
BEER GARDEN
NOBLEX

# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Regular Meeting** Agenda Item No. H.4.

**Meeting Date:** 5/20/2024

**Prepared By:** Teri Fine, Assistant to the City Manager

**Approved By:** Robby Hefton, City Manager

**Caption:**

**RESOLUTION NO. 7303**

Authorizing Execution of a Street and Utility Agreement between the City of Sherman and Sherman Independent School District for Design and Construction of Certain Public Infrastructure Related to Lone Star Parkway and Heritage Ranch Trail

**Issue:**

Authorizing Execution of a Street and Utility Agreement between the City of Sherman and Sherman Independent School District for Design and Construction of Certain Public Infrastructure Related to Lone Star Parkway and Heritage Ranch Trail

**Background:**

Sherman ISD is constructing a new Elementary School within Heritage Ranch Planned Development. The location of the school requires public infrastructure to be extended prior to the school opening in August 2025. The developer is donating the land and extending sewer service to the site. The City will provide water and streets to the site. Specifically, the City will design and construct the following infrastructure as part of this agreement:

1. Future Lone Star Parkway, a four-lane, median-divided concrete street from US 82 north to the intersection of Future Heritage Ranch Trail, including a 12" water line and drainage system
2. Two full lanes of Lone Star Parkway north of the intersection of the future Heritage Ranch Trail, including a 12"water line and storm drainage system, along a portion of the eastern boundary of the property.
3. Future Heritage Ranch Trail, including a 12" water line and storm drainage system, along a portion of the southern boundary of Developer's site.

This agreement is only to detail Sherman ISD's portion of reimbursement for the extension of the above streets and timeline for construction. Staff will come back this summer for council approval to bid and construct after the engineering design is approved.

**Origination:**

City Manager's Office

**Financial Consideration:**

The total estimated cost of the project is $6,900,000, which includes a 20% contingency. The total reimbursement from Sherman ISD to the City is $1,200,000.00.

**Staff Recommendation:**

Staff recommends approval of this resolution.

**Alternatives:**
As directed by Council.

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**Attachments:**
1. Resolution No. 7303
2. Attachment A
3. Agreement

**RESOLUTION NO. 7303**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A STREET AND UTILITY AGREEMENT BETWEEN THE CITY OF SHERMAN AND SHERMAN INDEPENDENT SCHOOL DISTRICT FOR DESIGN AND CONSTRUCTION OF CERTAIN PUBLIC INFRASTRUCTURE RELATED TO LONE STAR PARKWAY AND HERITAGE RANCH 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 Authorizing Execution of a Street and Utility Agreement between the City of Sherman and Sherman Independent School District for Design and Construction of Certain Public Infrastructure Related to Lone Star Parkway and Heritage Ranch Trail in the City of Sherman, Texas, 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 20th day of May 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**

PLAINVIEW ROAD

SISD Elem. Site

EW COLLECTOR

PAVING-1 PLAINVIEW ROAD
1,500 LF 4 LANE DIVIDED
ASPHALT TRANSITION BACK TO EXISTING NORTH OF INTERSECTION

W-2 PLAINVIEW ROAD
1,050 LF WATER LINE

PAVING-2 EW COLLECTOR
1,100 LF 4 LANE UNDIVIDED

W-1 PLAINVIEW ROAD
1,500 LF WATER LINE

PHASE 3

PHASE 2
WEST

TxDOT-1
DECELERATION LANE

US HWY 82

11/14/2023

City of Sherman, Texas

**HERITAGE RANCH INFRASTRUCTURE**
**PUBLIC IMPROVEMENTS**

tnp

GRAPHIC SCALE
150 0 75 150 300

# STREET AND UTILITY AGREEMENT

This Street and Utility Agreement (this "Agreement") is entered into by and between the CITY OF SHERMAN, 200 West Mulberry Street, Sherman, Texas 75091 (the "City"), and SHERMAN INDEPENDENT SCHOOL DISTRICT, 2701 Loy Lake Road, Sherman, Texas 75090 (the "Developer").

NOW THEREFORE, in consideration of the premises, the Developer and the City enter into this Agreement as follows:

A. The purpose of this Agreement is to set forth the terms and conditions upon which the Developer will contribute funds to the City for the design and construction of certain public improvements adjacent to and necessary to serve the development of a ____-acre tract of land situated in the _____ Survey, Abstract No. ____ (the "Property"), as described in the Deed from _____ to Sherman Independent School District, filed of record on _____ in Volume ____, Page ___ of the Official Public Records of Grayson County, Texas, which the Developer agrees will be developed and used for elementary school and/or other educational purposes.

B. The City agrees to design and construct, or to cause to be designed and constructed, the following public infrastructure: (1) future Lone Star Parkway, a four-lane, median-divided concrete street from US 82 north to the intersection of future Heritage Ranch Trail, including a 12" water line and the associated storm drainage system as shown in blue in **Attachment A** (collectively, the "Lone Star Parkway Southern Improvements"); (2) two full lanes (24' minimum) of Lone Star Parkway north of the intersection of future Heritage Ranch Trail, including a 12" water line and the associated storm drainage system, along a portion of the eastern boundary of the Property as shown in orange in **Attachment A** (collectively, the "Lone Star Parkway Northern Improvements"); and (3) future Heritage Ranch Trail, a 48-foot-wide concrete street, including a 12" water line and the associated storm drainage system, along a portion of the southern boundary of Developer's site as shown in blue in **Attachment A** (collectively, the "Heritage Ranch Trail Improvements," and together with the Lone Star Parkway Southern Improvements and the Lone Star Parkway Northern Improvements, the "City Improvements"). The City, in accordance with the terms of this Agreement and with reasonable consideration of Developer's input, is entitled to handle, determine and direct all aspects of procurement, bidding, contract award, design, construction, timeline and contractor management associated with the City Improvements. The parties agree that the City shall not be responsible for designing or constructing any portion of the sanitary sewer improvements necessary to serve the Property or any other public improvements not described in this Agreement. The City shall take reasonable steps to achieve substantial completion, or cause the achievement of substantial completion, of the City Improvements no later than June 30, 2025, subject to events of force majeure, but in no event shall the City be liable to Developer or other parties if the City Improvements are not substantially or actually completed by that date.

C. Developer will be permitted to access and tie into the City Improvements from the Property after the City's completion and final acceptance of the City Improvements, so long as the Developer has paid the City the sum of One Million Two Hundred Thousand dollars ($1,200,000) in contribution toward the cost of the City Improvements, to be paid as follows:

25% upon Developer review and approval of City's final plans and specifications
50% upon City's execution of contract for construction of the City Improvements
25% upon final completion of the City Improvements

D. Upon payment of the sum described in Section C, no other costs, pro rata fees, reimbursements or other amounts will be due from Developer to City in connection with the City Improvements, regardless of the final, actual cost of the City Improvements. The Property will remain subject to applicable City fees associated with the development thereof, including but not limited to plan review fees, building permit fees, tap fees, meter fees, inspection fees, water, sewer, stormwater and solid waste, tree mitigation fees, provided such fees would be applicable in the absence of this Agreement.

E. It is expressly understood and agreed that, in the execution and performance of this Agreement, the parties have not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to them 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.

F. This Agreement shall confer no vested rights on the Property, or any portion thereof, and does not provide to City "fair notice" of any "project" as defined in Chapter 245 of the Texas Local Government Code. In addition, nothing contained in this Agreement shall constitute a "permit" or an application for a "permit" as defined in Chapter 245 of the Texas Local Government Code.

G. The requirements and provisions of this Agreement shall be binding on the Developer, the City, and their respective successors and assigns.

H. 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.

I. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.

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

DEVELOPER:
SHERMAN INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Thomas O'Neal, Acting Superintendent
Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

CITY:
CITY OF SHERMAN

By: _____
Robby Hefton, City Manager

Date: _____

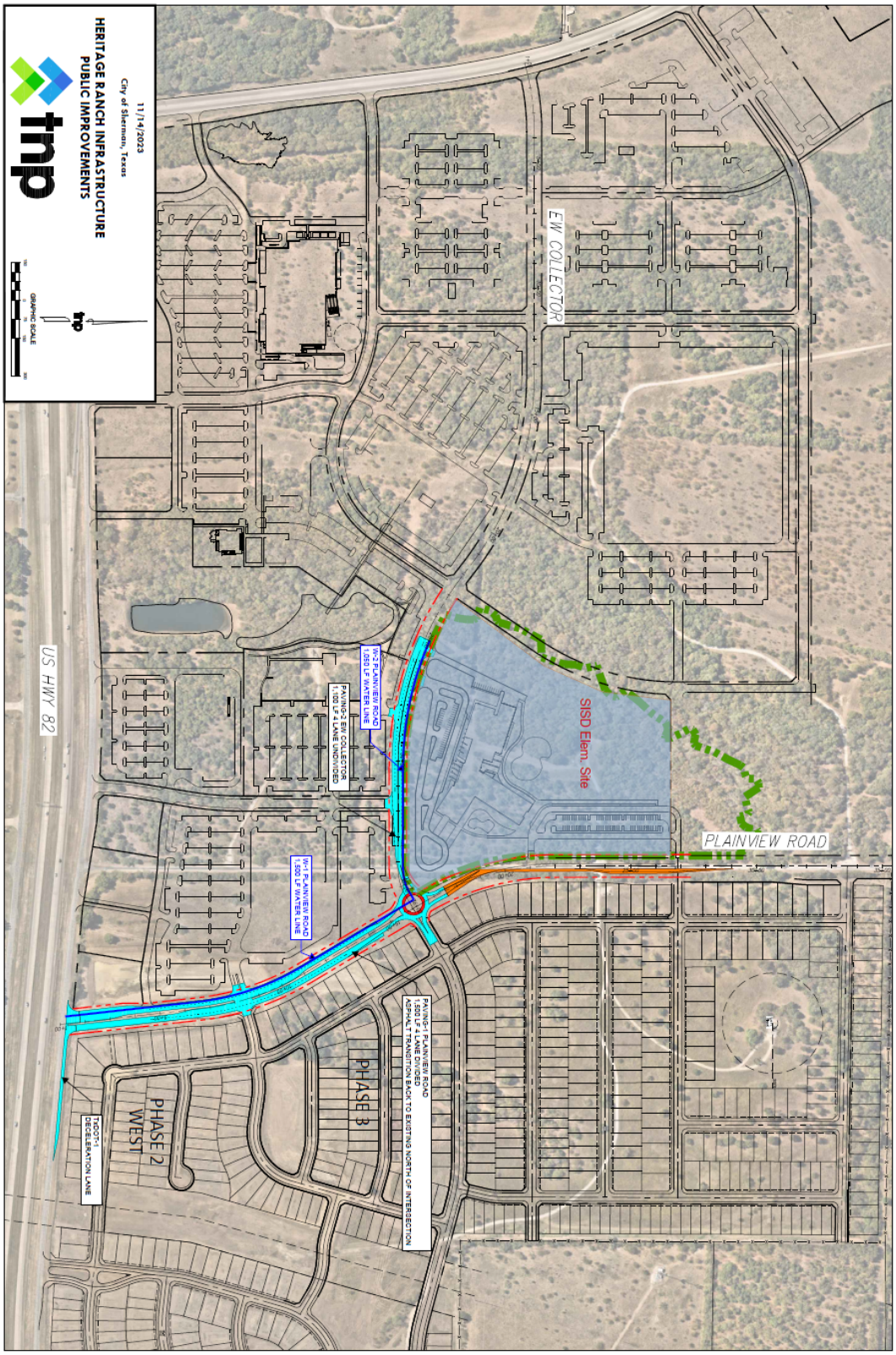
ATTEST:

By: _____
Linda Ashby, City Clerk

APPROVED AS TO FORM:
Abernathy, Roeder, Boyd & Hullett, P.C.

By: _____
Ryan D. Pittman, City Attorney

Attachment A



# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Regular Meeting** Agenda Item No. H.5.

**Meeting Date:** 5/20/2024

**Prepared By:** Amber Doan, Engineering Coordinator

**Approved By:** Robby Hefton, City Manager

**Caption:**

**** RESOLUTION NO. 7304***

Authorizing the City Manager or His Designee to Execute a Special Warranty Deed for the Purchase of 1.488 Acres of Land, More or Less, in the Friar Mcneely Survey, Abstract No. 826, in Sherman, Grayson County, Texas, Being More particularly Described on the Attached Exhibit "A" Attached Hereto and Made a Part of Hereof for All Purposes

**Issue:**

Authorizing the conveyance of Real Property from Sparks Shepard Ventures, LLC, located in the Friar McNeely Survey, Abstract No. 826 for installation of the new Shepherd 2.0 million gallon elevated water storage tank

**Background:**

A 2.0 million gallon elevated storage tank was identified in the Water Master Plan to replace the existing Shepherd 750,000 gallon tank to provide adequate pressure and storage for peak water usage for the southern portion of Sherman which is experiencing lots of growth.

This item is for the acquisition of conveyance of Real Property from Sparks Shepard Ventures, LLC, located in the Friar McNeely Survey, Abstract No. 826 for the installation of the new Shepherd elevated storage tank.

**Origination:**

Engineering Department

**Financial Consideration:**

The agreed conveyance amount is $380,000.00

**Staff Recommendation:**

Staff recommends that the City Council approve the resolution to authorize the conveyance of the subject property.

**Alternatives:**

As may be directed by City Council

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**Attachments:**

1. Resolution No. 7304

2. Sparks Shepard Ventures-SWD
3. EXHIBIT A
4. Location Map

**RESOLUTION NO. 7304**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A SPECIAL WARRANTY DEED FOR THE PURCHASE OF 1.488 ACRES OF LAND, MORE OR LESS, IN THE FRIAR MCNEELY SURVEY, ABSTRACT NO. 826, IN SHERMAN, GRAYSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES; 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, execute a Special Warranty Deed for Three hundred Eighty thousand Dollars and no/100 ($380,000.00) the purchase of 1.488 acres of land in the Friar McNeely Survey, Abstract No. 826, in Sherman, Grayson County, Texas, being more particularly described in the attached Exhibit "A-1" 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 20th day of May 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**

Resolution No. 7304

Page **2** of **2**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.**

After Recording Return to:
City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

# SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GRAYSON §

As used herein, the following terms shall have the following meanings:

**Effective Date: _____**, 2024

**Grantor: SPARKS SHEPARD VENTURES LLC, a Texas limited liability company**

**Grantor's Mailing Address:** 7000 Parkwood Blvd. Ste B400
Frisco, TX. 75034

**Grantee:** CITY OF SHERMAN, TEXAS, a home-rule municipality

**Grantee's Mailing Address:** P.O. Box 1106
Sherman, TX 75091

**Consideration:** TEN DOLLARS ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

**Property (including any improvements):**

1.488 ± acres of land, situated in the FRIAR McNEELY SURVEY , Abstract No. 826, City of Sherman, Grayson County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes ("Property").

This conveyance shall include all and singular the rights and appurtenances pertaining to the Property, including any right, title and interest in and to adjacent streets, roads, alleys or rights-of-way; all oil, gas and other minerals; and any improvements, fixtures, and personal property situated on or attached to the Property.

**Reservations from and Exceptions to Conveyance and Warranty:**

Permitted Encumbrances, if any, listed on Exhibit B, attached hereto and incorporated herein for all purposes.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

Each individual executing this instrument on behalf of Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

It is understood and agreed that the consideration received by Grantor hereunder includes adequate compensation for the grant of the rights hereunder and for all damages arising out of the construction, reconstruction, repair, operation and maintenance of roadway or other public facilities.

This instrument shall be binding on, and inure to the benefit of, Grantee and Grantor and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

When the context requires, singular nouns and pronouns include the plural.

[*Signature pages follow*.]

EXECUTED on the dates of the acknowledgments, but to be EFFECTIVE on the _____ day of _____, 2024.

**GRANTOR:**

**SPARKS SHEPARD VENTURES LLC,**
**a Texas limited liability company**

By: _____

Printed Name: RAVI POLISHETTY

Its: managing partner

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **RAVI POLISHETTY**, 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 managing partner and duly authorized representative of **SPARKS SHEPARD VENTURES LLC**, **a Texas limited liability company** and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2024.

_____
Notary Public, State of Texas
My Commission Expires:_____

AGREED AND ACCEPTED:

**CITY OF SHERMAN, TEXAS**

By: _____
Robby Hefton, City Manager

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **ROBBY HEFTON**, 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 City Manager and duly authorized representative of the **CITY OF SHERMAN, TEXAS**, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Sherman, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2024.

_____
Notary Public, State of Texas
My Commission Expires:_____

ATTEST:

BY: _____
Linda Ashby, City Clerk

APPROVED AS TO FORM AND
CONTENT:
Abernathy, Roeder, Boyd & Hullett, P.C.

By: _____

Name: _____
City Attorney

## PARTIAL RELEASE OF LIEN

The undersigned, being the holder of the lien against all or a portion of the Property evidenced by:

hereby consents to the execution of the foregoing Deed and hereby releases the Property from the lien or lien(s) described above.

_____,

a _____

By: _____

_____

STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ and duly authorized representative of _____, a _____, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of said _____.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2024.

_____
Notary Public, State of _____
My Commission Expires:_____

# Exhibit A
## Legal Description of the Property

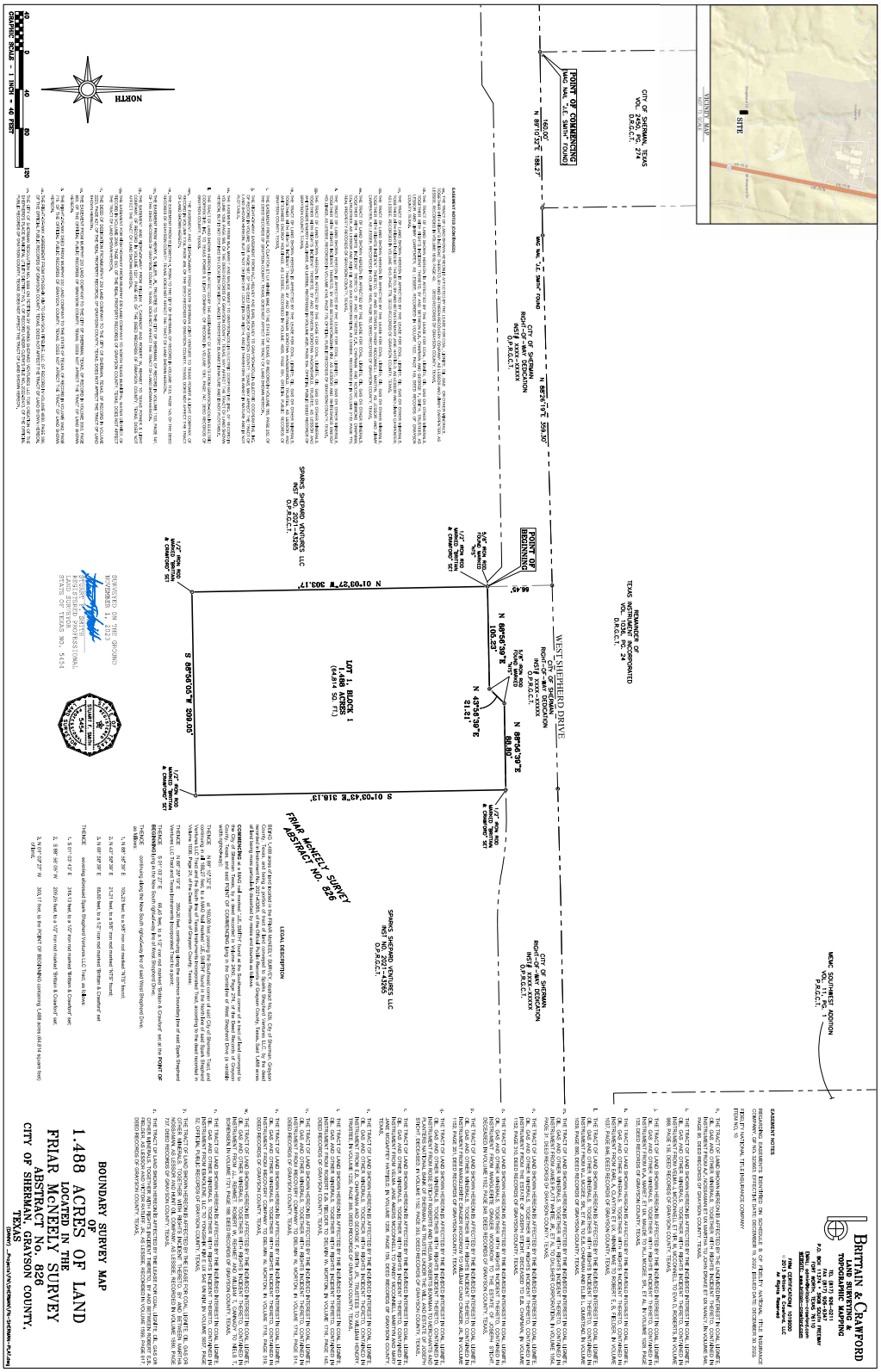


**Exhibit B**
**Permitted Exceptions**

1. Grantor specifically reserves from this conveyance all its rights, title and interest in all oil, gas and other minerals in and under the Property, provided that Grantor shall not be permitted to, and shall not allow any party to, drill or excavate for oil, gas and other minerals on or from the surface of the Property, but Grantor may extract oil, gas or other minerals from and under the Property by directional drilling or other means that do not interfere with or disturb Grantee's use of the Property




VICINITY MAP
NOT TO SCALE

BRITTAIN & CRAWFORD
LAND SURVEYING &
TOPOGRAPHIC MAPPING
TEL (817) 926-0211
FAX (817) 926-9347
P.O. BOX 11374 • 3908 SOUTH FREEWAY
FORT WORTH, TEXAS 76110
EMAIL: admin@brittain-crawford.com
WEBSITE: www.brittain-crawford.com

FIRM CERTIFICATION# 1019000
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MEMC SOUTHWEST ADDITION
VOL. 11, PG. 1
P.R.G.C.T.

CITY OF SHERMAN, TEXAS
VOL. 2450, PG. 274
D.R.G.C.T.

REMAINDER OF
TEXAS INSTRUMENT INCORPORATED
VOL. 1036, PG. 24
D.R.G.C.T.

WEST SHEPHERD DRIVE
CITY OF SHERMAN
RIGHT-OF-WAY DEDICATION
INST# XXXX-XXXXX
O.P.R.G.C.T.

POINT OF COMMENCING
(MAG NAIL "J.E. SMITH" FOUND)

160.00'
N 89°10'32"E 188.27'

MAG NAIL "J.E. SMITH" FOUND

N 88°26'19"E 359.30'

CITY OF SHERMAN
RIGHT-OF-WAY DEDICATION
INST# XXXX-XXXXX
O.P.R.G.C.T.

POINT OF BEGINNING

99.49'

5/8" IRON ROD
FOUND MARKED
"NTS"

N 88°56'39"E
105.23'

1/2" IRON ROD
MARKED "BRITTAIN
& CRAWFORD" SET

5/8" IRON ROD
FOUND MARKED
"NTS"

N 88°56'39"E
88.80'

1/2" IRON ROD
MARKED "BRITTAIN
& CRAWFORD" SET

N 43°56'39"E
21.21'

CITY OF SHERMAN
RIGHT-OF-WAY DEDICATION
INST# XXXX-XXXXX
O.P.R.G.C.T.

SPARKS SHEPARD VENTURES LLC
INST NO. 2021-43265
O.P.R.G.C.T.

N 01°03'27"W 303.17'

LOT 1, BLOCK 1
1.488 ACRES
(64,814 SQ. FT.)

S 01°03'27"E 313.18'

SPARKS SHEPARD VENTURES LLC
INST NO. 2021-43265
O.P.R.G.C.T.

FRIAR McNEELY SURVEY
ABSTRACT NO. 826

1/2" IRON ROD
MARKED "BRITTAIN
& CRAWFORD" SET

S 88°56'05"W 209.05'

1/2" IRON ROD
MARKED "BRITTAIN
& CRAWFORD" SET

NORTH

40 0 40 80 120
GRAPHIC SCALE - 1 INCH = 40 FEET

**EASEMENT NOTES (CONTINUED):**

aa. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE LEASE FOR COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, BY AND BETWEEN RECOVERY COMPANY, AS LESSOR AND JIMMY CARPENTER, AS LESSEE, RECORDED IN VOLUME 1616, PAGE 49, DEED RECORDS OF GRAYSON COUNTY, TEXAS.

ab. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE LEASE FOR COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, BY AND BETWEEN E.B. CHAPMAN AND GEORGE F. SMITH, TRUSTEES, AS LESSOR AND JIMMY CARPENTER, AS LESSEE, RECORDED IN VOLUME 1622, PAGE 169, DEED RECORDS OF GRAYSON COUNTY, TEXAS.

ac. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE LEASE FOR COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, BY AND BETWEEN MARY JANE HATFIELD, AS LESSOR AND JIMMY CARPENTER, AS LESSEE, RECORDED IN VOLUME 1643, PAGE 778, DEED RECORDS OF GRAYSON COUNTY, TEXAS.

ad. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE LEASE FOR COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, BY AND BETWEEN PANSY MCCONNELL MARTYN, AS LESSOR AND JIMMY CARPENTER, AS LESSEE, RECORDED IN VOLUME 1643, PAGE 782, DEED RECORDS OF GRAYSON COUNTY, TEXAS.

ae. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE LEASE FOR COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, BY AND BETWEEN E.B., CHAPMAN AND NOLENE SIMMONS CHAPMAN, CO-TRUSTEES, AS LESSOR AND AXIS OIL AND GAS CORPORATION, AS LESSEE, RECORDED IN IN VOLUME 2132, PAGE 773, REAL PROPERTY RECORDS OF GRAYSON COUNTY, TEXAS.

af. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE LEASE FOR COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, BY AND BETWEENYONGSHIK KIM, AS LESSOR AND WHITESANDS ENERGY HOLDINGS, AS LESSEE, RECORDED IN VOLUME 4746, PAGE 779, OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS.

ag. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE LEASE FOR COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, BY AND BETWEEN DOROTHA HAGENWOLD, TRUSTEE, AS LESSOR AND WHITESANDS ENERGY HOLDINGS, AS LESSEE, RECORDED IN VOLUME 4828, PAGE 834, OFFICIAL PUBLIC DEED RECORDS OF GRAYSON COUNTY, TEXAS.

ah. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE LEASE FOR COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, BY AND BETWEEN DOROTHA HAGENWOLD, TRUSTEE, AS LESSOR AND WHITESANDS ENERGY HOLDINGS, AS LESSEE, RECORDED IN VOLUME 4828, PAGE 834, OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS.

ai. THE EASEMENT FROM E.A. CLAYTON ET UX WINNIE MAE TO THE STATE OF TEXAS, OF RECORD IN VOLUME 769, PAGE 252, OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE TRACT OF LAND SHOWN HEREON.

aj. THE RIGHT-OF-WAY EASEMENT FROM R.C. HELVEY AND EARL HELVEY TO GRAYSON-COLLIN ELECTRIC COOPERATIVE, INC., OF RECORD IN VOLUME 1068, PAGE 587, OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS, MAY AFFECT THE TRACT OF LAND SHOWN HEREON, BUT IS NOT DEFINED BY LOCATION OR WIDTH, AND IS THEREFORE BLANKET IN NATURE AND IS NOT PLOTTABLE.

ak. THE EASEMENT FROM W.A. MARET AND MAUDE MARET TO GRAYSON-COLLIN ELECTRIC COOPERATIVE, INC., OF RECORD IN VOLUME 1056, PAGE 595, OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS, MAY AFFECT THE TRACT OF LAND SHOWN HEREON, BUT IS NOT DEFINED BY LOCATION OR WIDTH, AND IS THEREFORE BLANKET IN NATURE AND IS NOT PLOTTABLE.

al. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE ASSIGNMENT OF EASEMENTS FROM GRAYSON-COLLIN ELECTRIC COOPERATIVE, INC. TO TEXAS POWER & LIGHT COMPANY, OF RECORD IN VOLUME 1061, PAGE 747, DEED RECORDS OF GRAYSON COUNTY, TEXAS.

am. THE EASEMENT AND RIGHT-OF-WAY FROM SOUTH SHERMAN JOINT VENTURE TO TEXAS POWER & LIGHT COMPANY, OF RECORD IN VOLUME 1104, PAGE 466, OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE TRACT OF LAND SHOWN HEREON.

an. THE EASEMENT FROM ELIZABETH H. PENN TO THE CITY OF SHERMAN, OF RECORD IN VOLUME 1133, PAGE 143, OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE TRACT OF LAND SHOWN HEREON.

ao. THE EASEMENT FROM HENRY S. MILLER, JR., TRUSTEE TO THE CITY OF SHERMAN, OF RECORD IN VOLUME 1133, PAGE 147, OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE TRACT OF LAND SHOWN HEREON.

ap. THE EASEMENT AND RIGHT-OF-WAY FROM WILLIAM T. CANNADY AND ROBERT W. REHMET TO TEXAS POWER & LIGHT COMPANY, OF RECORD IN VOLUME 1221, PAGE 481, OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE TRACT OF LAND SHOWN HEREON.

aq. THE EASEMENT FOR RIGHT-OF-WAY FROM MURPHY 230 LAND COMPANY TO NORTH TEXAS MUNICIPAL WATER DISTRICT, OF RECORD IN VOLUME 2060, PAGE 693, OF THE REAL PROPERTY RECORDS OF GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE TRACT OF LAND SHOWN HEREON.

ar. THE DEED OF DEDICATION FROMMURPHY 230 LAND COMPANY TO THE CITY OF SHERMAN, TEXAS, OF RECORD IN VOLUME 2223, PAGE 427, OF THE REAL PROPERTY RECORDS, OF GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE TRACT OF LAND SHOWN HEREON.

as. THE EASEMENT FROM MURPHY 230 LAND COMPANY TO THE CITY OF SHERMAN, TEXAS, OF RECORD IN VOLUME 3563, PAGE 665, OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE TRACT OF LAND SHOWN HEREON.

at. THE RIGHT-OF-WAY DEED FROM MURPHY 230 LAND COMPANY TO THE STATE OF TEXAS, OF RECORD IN VOLUME 4830, PAGE 719, OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE TRACT OF LAND SHOWN HEREON.

au. THE RIGHT-OF-WAY AGREEMENT FROM YONGSHIK KIM TO GRAYSON PIPELINE, LLC, OF RECORD IN VOLUME 4830, PAGE 566, OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE TRACT OF LAND SHOWN HEREON.

av. THE CITY OF SHERMAN RESOLUTION NO. 6898 ON PETITION BY SPARKS SHEPARD VENTURES LLC FOR CREATION OF THE SHEPHERD'S PLACE MUNICIPAL UTILITY DISTRICT NO. 1, OF RECORD UNDER CLERK'S FILE NO. 2022-24473, OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, DOES NOT AFFECT THE TRACT OF LAND SHOWN HEREON.

SURVEYED ON THE GROUND
NOVEMBER 1, 2023

STUART F. SMITH
REGISTERED PROFESSIONAL
LAND SURVEYOR
STATE OF TEXAS NO. 5454

STATE OF TEXAS
REGISTERED
STUART F. SMITH
5454
PROFESSIONAL
LAND SURVEYOR

**LEGAL DESCRIPTION**

BEING 1.488 acres of land located in the FRIAR McNEELY SURVEY, Abstract No. 826, City of Sherman, Grayson County, Texas, and being a portion of tract of land conveyed to Sparks Shepherd Ventures LLC. by the deed recorded in Instrument No. 2021-43265, of the Official Public Records of Grayson County, Texas. Said 1.488 acres of land being more particularly described by meles and bounds as follows:

**COMMENCING** at a MAG nail marked "J.E. SMITH" found at the Southwest corner of a tract of land conveyed to the City of Sherman Texas, by a deed recorded in Volume 2450, Page 274, of the Deed Records of Grayson County, Texas, and said POINT OF COMMENCING lying in the Centerline of West Shepherd Drive (a variable width right-of-way);

THENCE N 89° 10' 32" E at 160.00 feet passing the Southeast corner of said City of Sherman Tract, and continuing in all 188.27 feet, to a MAG Nail marked "J.E. SMITH" found in the North line of said Spark Shepherd Ventures LLC Tract and the South line of Texas Instruments Incorporated Tract, according to the deed recorded in Volume 1036, Page 24, of the Deed Records of Grayson County, Texas;

THENCE N 88° 26' 19" E 359.30 feet, continuing along the common boundary line of said Spark Shepherd Ventures LLC Tract and Texas Instruments Incorporated Tract to a point;

THENCE S 01° 03' 27" E 66.45 feet, to a 1/2" iron rod marked "Brittain & Crawford" set at the **POINT OF BEGINNING** lying in the New South right-of-way line of West Shepherd Drive;

THENCE continuing along the New South right-of-way line of said West Shepherd Drive, as follows:

1. N 88° 56' 39" E 105.23 feet, to a 5/8" iron rod marked "NTS" found;
2. N 43° 56' 39" E 21.21 feet, to a 5/8" iron rod marked "NTS" found;
3. N 88° 56' 39" E 88.80 feet, to a 1/2" iron rod marked "Brittain & Crawford" set

THENCE severing aforesaid Spark Shepherd Ventures LLC Tract, as follows:

1. S 01° 03' 43" E 318.13 feet, to a 1/2" iron rod marked "Brittain & Crawford" set;
2. S 88° 56' 05" W 209.05 feet, to a 1/2" iron rod marked "Brittain & Crawford" set;
3. N 01° 03' 27" W 303.17 feet, to the POINT OF BEGINNING containing 1.488 acres (64,814 square feet) of land.

**EASEMENT NOTES**

REGARDING EASEMENTS IDENTIFIED ON SCHEDULE B OF FIDELITY NATIONAL TITLE INSURANCE COMPANY, GF NO. 323663, EFFECTIVE DATE: DECEMBER 19, 2022, ISSUED DATE: DECEMBER 30, 2022.

FIDELITY NATIONAL TITLE INSURANCE COMPANY
ITEM NO. 10

h. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE UNDIVIDED INTEREST IN COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT FROM A.F. NOSSAMAN ET UX MARTHA TO JOHN DRAKE ET UX NANCY, IN VOLUME 546, PAGE 95, DEED RECORDS OF GRAYSON COUNTY, TEXAS.

i. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE INDIVIDED INTEREST IN COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT FROM VELMA J. MCCONNELL ET VIR, M. MCCONNELL TO EVA D. ROBERTS, IN VOLUME 988, PAGE 138, DEED RECORDS OF GRAYSON COUNTY, TEXAS.

j. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE INDIVIDED INTEREST IN COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT FROM W.A. MARET, ET UX, MAUDE TO W.J. MCGEE, SR., ET AL, IN VOLUME 1028, PAGE 135, DEED RECORDS OF GRAYSON COUNTY, TEXAS.

k. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE INDIVIDED INTEREST IN COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT FROM EARL A. CLAYTON ET UX, WINNIE MAE TO ROBERT E. B. FIELDER, IN VOLUME 1037, PAGE 846, DEED RECORDS OF GRAYSON COUNTY, TEXAS.

l. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE INDIVIDED INTEREST IN COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT FROM W.J. MCGEE, SR., ET AL TO E.B. CHAPMAN AND ELLIS L. OLMSTEAD, IN VOLUME 1039, PAGE 890, DEED RECORDS OF GRAYSON COUNTY, TEXAS.

m. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE INDIVIDED INTEREST IN COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT FROM JAMES PLATT WHITE, JR., ET AL TO DALSHER CORPORATION, IN VOLUME 1054, PAGE 31, DEED RECORDS OF GRAYSON COUNTY, TEXAS.

n. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE INDIVIDED INTEREST IN COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT FROM THE ESTATE OF JOSEPH STICHT, DECEASED TO E.B. CHAPMAN, IN VOLUME 1152, PAGE 310, DEED RECORDS OF GRAYSON COUNTY, TEXAS.

o. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE INDIVIDED INTEREST IN COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT FROM MARGUERITE CRAGER WOODROW TO THE ESTATE OF JOSEPH STICHT, DECEASED, IN VOLUME 1152, PAGE 349, DEED RECORDS OF GRAYSON COUNTY, TEXAS.

p. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE INDIVIDED INTEREST IN COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT FROM MARGUERITE CRAGER WOODROW TO WILLIAM CUNO CRAGER, JR., IN VOLUME 1152, PAGE 351, DEED RECORDS OF GRAYSON COUNTY, TEXAS.

q. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE INDIVIDED INTEREST IN COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT FROM ROSE STICHT ROBERTS AND THELMA ROBERTS BOWMAN TO MERCHANTS AND PLANTERS NATIONAL BANK OF SHERMAN, AS TRUSTEE UNDER THE WILL AND ESTATE OF JOSEPH STICHT, DECEASED, IN VOLUME 1152, PAGE 353, DEED RECORDS OF GRAYSON COUNTY, TEXAS.

r. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE INDIVIDED INTEREST IN COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT FROM VELMA JANE AKERS MCCONNELL TO PANSY MCCONNELL MARTYN AND MARY JANE MCGAFFEY HATFIELD, IN VOLUME 1208, PAGE 159, DEED RECORDS OF GRAYSON COUNTY, TEXAS.

s. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE INDIVIDED INTEREST IN COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT FROM E.A. CHAPMAN AND GEORGE F. SMITH JR., TRUSTEES TO WILLIAM HENDRY, TRUSTEE, IN VOLUME 1235, PAGE 368, DEED RECORDS OF GRAYSON COUNTY, TEXAS.

t. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE INDIVIDED INTEREST IN COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT FROM ROBERT E.B. FIELDER TO DELWIN W. MORTON, IN VOLUME 1716, PAGE 145, DEED RECORDS OF GRAYSON COUNTY, TEXAS.

u. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE INDIVIDED INTEREST IN COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT FROM RECOVERY COMPANY TO DELWIN W. MORTON, IN VOLUME 1718, PAGE 514, DEED RECORDS OF GRAYSON COUNTY, TEXAS.

v. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE INDIVIDED INTEREST IN COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT FROM RECOVERY COMPANY TO DELWIN W. MORTON, IN VOLUME 1718, PAGE 519, DEED RECORDS OF GRAYSON COUNTY, TEXAS.

w. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE INDIVIDED INTEREST IN COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT FROM J.L. REHMET, ROBERT W. REHMET AND WILLIAM T. CANNADY TO NIELS T. SORENSEN, IN VOLUME 1721, PAGE 188, DEED RECORDS OF GRAYSON COUNTY, TEXAS.

x. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE INDIVIDED INTEREST IN COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT FROM EB/NOLENE, LLC TO YONGSHIK KIM E UX SAE UN KIM, IN VOLUME 5657, PAGE 52, OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS.

y. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE LEASE FOR COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, BY AND BETWEEN MARTHA NOSSAMAN, AS LESSOR AND HUNT OIL COMPANY, AS LESSEE, RECORDED IN VOLUME 1580, PAGE 737, DEED RECORDS OF GRAYSON COUNTY, TEXAS.

z. THE TRACT OF LAND SHOWN HEREON IS AFFECTED BY THE LEASE FOR COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENT THERETO, BY AND BETWEEN ROBERT E.B. FIELDER, AS LESSOR AND VICTOR RATLIFF, JR., AS LESSEE, RECORDED IN VOLUME 1599, PAGE 817, DEED RECORDS OF GRAYSON COUNTY, TEXAS.

# BOUNDARY SURVEY MAP
# OF
# 1.488 ACRES OF LAND
## LOCATED IN THE
# FRIAR McNEELY SURVEY
## ABSTRACT No. 826
## CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

(DANNY) ...Projects\FN\SHERMAN\FN-SHERMAN-PLAT.dwg

# Friar McNeely Survey, 1.488 acres



# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Regular Meeting** Agenda Item No. H.6.

**Meeting Date:** 5/20/2024

**Prepared By:** Tom Pruitt, Utility Engineer

**Approved By:** Robby Hefton, City Manager

**Caption:**

**** RESOLUTION NO. 7305***

Authorizing Execution of Amendment No. 1 to the Professional Services Agreement with Parkhill, Smith & Cooper, Inc, DBA Parkhill for Groundwater Analysis and Development Phase I: Hydrologic Conditions Assessment and Model

**Issue:**

To consider Amendment No. 1 to the Professional Services Agreement with Parkhill, Smith & Cooper, Inc, DBA Parkhill for Groundwater Analysis and Development - Phase I: Hydrologic Conditions Assessment and Model

**Background:**

The purpose behind the Phase I project was to study the City's groundwater aquifers and determine optimal possible locations of adding to the City's groundwater capacity. This looked at how much groundwater allowance the City has, how much that capacity has reduced over time, and how much the City may be able to draw from the existing wells in the future. Phase I also analyzed potential new locations where the City may acquire more groundwater, and where those may be in relation to existing raw water pipelines.

This Amendment No. 1 to the project will look in detail at each of the City's 23 well sites individually and each of the 10 groundwater pump stations. Detailed assessment of pumping equipment will be compared to nameplate data and electrical requirements noted for each pump station. Further, SCADA systems will be evaluated and noted. Groundwater well histories will be researched, evaluated, and recommendations given for optimization or possible repairs.

An assessment of the facilities will be given scores within a matrix that will allow staff to establish goals and routine maintenance programs that will make the groundwater system a more sustainable system into the future.

**Origination:**

Engineering Department

**Financial Consideration:**

The cost of this amendment is $390,000.00.

**Staff Recommendation:**

It is recommended that Amendment No. 1 to the Professional Services Agreement with Parkhill, Smith & Cooper, Inc, DBA Parkhill for the Groundwater Analysis and Development - Phase I: Hydrologic Conditions Assessment and Model be approved.

**Alternatives:**
As may be directed by the City Council

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**Attachments:**
1. Resolution No. 7305
2. Agreement - Signed
3. Resolution No. 7094 & Professional Services Agreement
4. Map

**RESOLUTION NO. 7305**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER INC., DBA PARKHILL FOR GROUNDWATER ANALYSIS AND DEVEOLPMENT PHASE 1: HYDROLOGIC CONDITIONS ASSESSMENT AND MODEL; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute Amendment No. 1 to the Professional Services Agreement with Parkhill, Smith & Cooper, Inc., DBA Parkhill for Groundwater Analysis and Development Phase 1: Hydrologic Conditions Assessment and Model, 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 20th day of May 2024.

**CITY OF SHERMAN, TEXAS**

**BY: _____**
**DAVID PLYLER, MAYOR**

**ATTEST:**

**BY: _____**
**LINDA ASHBY, CITY CLERK**

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

**BY: _____**
**RYAN D. PITTMAN, CITY ATTORNEY**

**AMENDMENT NO. 1**

TO THE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES BETWEEN THE CITY OF SHERMAN (CITY) AND PARKHILL, SMITH & COOPER, INC., DBA PARKHILL (CONSULTANT)
FOR THE GROUNDWATER ANALYSIS AND DEVELOPMENT PROJECT
Dated June 26, 2023 ("Original Agreement")

---

This Amendment No. 1 serves to increase the original contract scope and fees under the Original Agreement based on the following additional work and adjustments to the project scope:

- Addition of pump station and groundwater wells assessment and reporting

The contract amount under the Original Agreement shall be increased in amounts not to exceed the following:

D. Pump Station Assessment
(Expected Completion: 120 days from Amendment No. 1 execution)..... $122,500 (Hourly)
E. Groundwater Wells Assessment
(Expected Completion: 180 days from Amendment No. 1 execution)..... $130,000 (Hourly)
F. Assessment Reporting
(Expected Completion: 75 days post field work) ..... $70,000 (Hourly)
G. Subcontractor Services
(Expected Completion: 180 days from Amendment No. 1 execution )..... $67,500 (Reimb)

**TOTAL FEE INCREASE (NOT TO EXCEED): ..... $390,000**

**[Rest of page left intentionally blank]**

This Amendment No. 1 shall be effective on the date is executed by the last party to execute it. The OWNER and CONSULTANT hereby agree to insert EXHIBIT A1 following EXHIBIT A under the Original Agreement to read as follows:

## EXHIBIT A1
## SCOPE OF SERVICES FOR PUMP STATION AND GROUNDWATER WELLS ASSESSMENT

### 1. PROJECT DESCRIPTION

a. Generally, the scope includes professional services necessary for the complete conditions assessment and subsequent reporting measures of up to ten (10) existing pump stations and all active existing groundwater wells connected to the City's water conveyance system. Recommendations for all assets will be presented in a computational report summarized by a subjective measurement risk v. probability matrix allowing for ease of future prioritization. Additionally, a technical specification template will be developed for the transition to groundwater line shaft vertical turbine pumping equipment along with equipment review and limited construction oversight of the City's selected contracting firm.

Parkhill has identified the following items to be included in this scope of services:

i. **Pump Station Assessment**

1. Pump Testing & Inspection:

a. As part of the investigation, pump testing will be conducted at all pump stations to ascertain field capacity of pumps and to generate a system curve. The physical condition of the pump can(s) and pump(s) will be field verified; the condition of the pump(s) will be field investigated with support by a designated pump manufacturer to confirm compliance with both manufacturer requirements and Hydraulic Institute Standards. Computational Fluid Dynamics (CFD) modeling will be conducted, as necessary, on the can and pump configuration on a minimum of one pump at each station.

- Conduct kick-off meeting with City staff
- Request Maintenance Records to include:
  - Past replacement-year/frequency
  - Past rebuilds-year/frequency
  - Impeller & wear ring replacement
  - Total operating hours
- Review any previous water system studies, record drawings, existing pump information, and maintenance history.
- Conduct site visit to review pumps, associated instrumentation and controls, pump system discharge points, water level operating elevations, valving, discuss issues with operations staff, and identify location(s) for installing pressure gauges for testing pumps and developing system curve field data.
- Develop theoretical system curve using record

drawing information and pertinent field gathered data to determine operating points.

- Perform in-field testing with pump representative taking simultaneous flows and pressure readings for each pump, including shut-off head, while also including:
    - Vibration checks
    - Play in shafts
    - Measure all dimensions of can(s)
    - Assist with any shipping to manufacturers.
    - Provide tear-down report, as needed
    - Provide CFD Model
- Develop field derived system curve and determine operating points for existing pumps. Compare actual system curve to theoretical curve as derived from existing scope of services.
- Present results of pump testing, any teardown analysis, and results of CFD modeling to City staff.

2. I&C and SCADA Services:
    a. Provide controls engineering services to analyze SCADA related modifications and/or upgrades based on investigation of existing system and operational software/hardware components, including any pump drives and starters.
        - Site visit to each station
        - Analysis of existing record drawings
        - Development of upgrade recommendations
        - Bill of existing material inventory
        - Direction on any program modifications regarding local station PLC and HMI programs
        - One follow-up troubleshooting visits (services do not include installation of materials/equipment)

ii. **Groundwater Wells Assessment**

1. Operational Components:
    a. Assessment of all existing groundwater wells to develop a record of maintenance/operational items that require consideration for upgrades or replacement. These items will be derived in comparison to local and state regulatory codes.
        - Request Maintenance Records to include:
            - Past replacement-year/frequency
            - Past rebuilds-year/frequency
            - Existing camera surveys
            - Operating permits
            - Disinfection/quality reports
            - Pump sizing (existing study)

- Review in conjunction with current water system study, record drawings, existing pump information, and maintenance history.
- Conduct site visits to review pumps, associated instrumentation and controls, pump system discharge points, water level operating elevations, valving, discuss issues with operations staff.
- Assist with contractor pulling and investigation of pump system. Provide oversight of camera investigative survey
- Provide above ground appurtenance review including by not limited to meters, sample cocks, valves, gauges, electrical wiring, flanges, and sealing blocks.
- Overview of existing site conditions including pads, fencing, roads, and elevations.
- Present results of investigation and any testing data to City staff.

2. I&C and SCADA Services
    a. Provide controls engineering services to analyze SCADA related modifications and/or upgrades based on investigation of existing sites and operational software/hardware components, including any pump drives and starters.
        - Site visit to each station
        - Analysis of existing record drawings
        - Development of upgrade recommendations
        - Bill of existing material inventory
        - Metering of current primary power voltage and determination of cleanliness rating
        - One follow-up troubleshooting visit (services do not include installation of materials/equipment)

3. Pumping Specification, Construction Oversight, & Subsurface Investigation:
    a. Develop a technical specification template for the conversion of existing submersible pumping equipment to line shaft vertical turbine pumping.

    b. Construction oversight and technical documentation to include:
        - Submittal Review (10 total occurrences)
        - RFI/FO Development (10 total occurrences)
        - General Meetings (5 virtual / 2 on-site)
        - Construction Oversight (40 hours total)

c. Subsurface Investigation (McAfee Well):
   - Pull existing column piping and pump to assess operational condition. (replace to original functionality post investigation)
   - Haul pumping equipment to contractor facility to perform operational inspection and deliver report of findings.
   - Perform downhole CCTV survey for the total depth of the well and record footage for electronic transfer and further analysis of findings. Present detailed report of findings and recommendations

## 2. GENERAL REQUIREMENTS

a. Specific design goals shall be obtained from the City of Sherman. Consultant will establish and summarize design criteria. The design criteria will be reviewed by the City for approval.
b. Consultant shall coordinate with other Consultants, utility companies, franchise utilities, City of Sherman, pipeline companies, and any other entity which has facilities within or adjacent to the Project Site(s).
c. Communications and Reporting:
   i. Attend review meeting with the City at the end of each assessment phase.
   ii. Prepare and submit monthly invoices in the format acceptable to the City.
   iii. Prepare and submit baseline Project Schedule initially, followed by Project Schedule updates with each phase submittal.
   iv. Coordinate with other agencies and entities as necessary for the design of the existing and/or proposed infrastructure and provide and obtain information needed to prepare the assessment.
   v. 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.
d. Consultant shall copy the City's designated representative on communication and reporting related to this project and any related projects or sub- projects that are part of the Major Infrastructure Improvements Program

## 3. TASK SUMMARY, BASIC SERVICES

### a. Additional Work

i. The following items are not included under this agreement but will be considered as extra work:
   1. Any survey services
   2. Any geotechnical services
   3. Any hydraulic modeling services (outside of what is required for testing)
   4. Any structural or site assessment services

5. Any plan set design or bidding services
6. Any improvements to facilities
7. Assessment of hazardous materials (e.g., asbestos, black mold, etc.)
8. Submittals or deliverables in addition to those listed herein
9. Any repair or rehabilitation costs associated with improvements of existing infrastructure

Any extra work will be as directed by the City in writing for an additional fee as to by the City and Consultant.

**[Rest of page left intentionally blank]**

This Amendment No. 1 shall be effective on the date it is executed by the last party to execute it. The CITY and CONSULTANT hereby agree to amend the amount of the Fees in EXHIBIT B as follows:

A. Hydrogeologic Analysis
(Expected Completion: 15 weeks post contract execution) ..... $75,000

B. Water System Model
(Expected Completion: 15 weeks post contract execution) ..... $22,000

C. Reporting & Presentation
(Expected Completion: 3 weeks post final comments) ..... $8,000

D. Pump Station Assessment
(Expected Completion: 120 days from amendment No. 1 execution) ..... $122,500 (Hourly)

E. Groundwater Wells Assessment
(Expected Completion: 180 days from Amendment No. 1 execution) ..... $130,000 (Hourly)

F. Assessment Reporting
(Expected Completion: 75 days post field work) ..... $70,000 (Hourly)

G. Subcontractor Services
(Expected Completion: 180 days from Amendment No. 1 execution ) ..... $67,500 (Reimb)

**CONTRACT TOTAL (NOT TO EXCEED): ..... $495,000**

The parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Original Agreement and acknowledge and agree that the Original Agreement remains in full force and effect, except as amended in this Amendment No. 1. To the extent that any provision contained herein conflicts with the Original Agreement, the provision contained herein shall supersede such conflicting provision contained in the Original Agreement. This Amendment No. 1 and the Original Agreement contain the entire agreement of the parties with respect to the matters contained herein. This Amendment No. 1 may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto. Any term not defined herein shall be deemed to have the meaning ascribed to it under the Original Agreement.

**[Rest of page left intentionally blank]**

EXECUTED in on behalf of CONSULTANT as shown below, and on behalf of the CITY by its City Manager (thereunto duly authorized) this _____day of _____, 2024.

**CITY:**
**CITY OF SHERMAN, TEXAS**

_____
**Robby Hefton, City Manager**

**CONSULTANT:**
**PARKHILL SMITH & COOPER, INC.**

_____
**Ryan Kennerly, P.E.**
**Principal**

**ATTEST:**

_____
**Linda Ashby**
**City Clerk**

**ATTEST:**

_____

**APPROVAL RECOMMENDED:**

_____
**Wayne E. Lee, P.E., CFM / Director Engineering**

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

**BY:** _____
**Ryan D. Pittman**
**City Attorney**

## CORPORATE ACKNOWLEDGMENT

**THE STATE OF TEXAS§**
§
**COUNTY OF** Tarrant §

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

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this the 15th day of May, A.D. 2024.

SHARON WEST
Notary Public, State of Texas
Comm. Expires 01-21-2026
Notary ID 2443564

Notary Public In and For Tarrant County, Texas

My Commission Expires:

01/21/2026

**RESOLUTION NO. 7094**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER INC., DBA PARKHILL FOR GROUNDWATER ANALYSIS AND DEVEOLPMENT PHASE 1: HYDROLOGIC CONDITIONS ASSESSMENT AND MODEL; 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 Parkhill, Smith & Cooper, Inc., DBA Parkhill for Groundwater Analysis and Development Phase 1: Hydrologic Conditions Assessment and Model, 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 26th day of June 2023.

**CITY OF SHERMAN, TEXAS**

**ATTEST:**

**BY:** Linda Ashby
**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**

**AGREEMENT**
**BETWEEN**
**THE CITY OF SHERMAN, TEXAS AND**
**PARKHILL**
**FOR**
**PROFESSIONAL SERVICES**

Made as of the 26 day of June, 2023:

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

and Consultant: **Parkhill**
255 N Center St. Ste 100
Arlington, TX 76011
Telephone: (817) 633-0434

for the following Project: **Groundwater Analysis and Development**
**Phase 1: Hydrologic Conditions Assessment and Model**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Parkhill, 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 Groundwater Analysis and Development Project: Phase 1 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 **One Hundred Five Thousand Dollars and Zero Cents ($105,000.00)**; and (b) for Special Services, in an amount not to exceed **Zero Dollars and Zero Cents ($0.00)** (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**.

3.3.1 **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.

3.3.2 **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.

3.3.3 **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.

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

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

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the following personnel rates, as attached as **Exhibit G**. The rates set forth in **Exhibit G** are subject to change every January 1.

3.2 **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.

3.3 **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.

3.4 **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.

3.5 **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 ($10^{th}$) 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.

3.6 **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.

3.7 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed

3.8 **Fixed Budget Limit for Construction Cost** – If a fixed budget limit for the Construction Cost has been established, the Consultant shall be permitted to make reasonable adjustments in the scope of the Project and to include alternate bid items in the Bid Proposal to adjust the Construction Cost to the fixed limit. However, this paragraph shall not operate to increase the fixed budget limit of the Construction Cost established in this Agreement. All adjustments in the Scope of

the Project shall be approved by the City and documented in writing. Should the lowest bona fide bid for construction of the Project be in excess of 130% of $(agreed project budget) due to the negligence or other fault of the Consultant, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or re-negotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4), require that the Consultant adjust the Project scope or quality, or both, as necessary to reduce the Construction Cost to within the budgetary constraints. In the case of (4) the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitation on Construction Cost. These revisions and modifications may include splitting the Project into multiple Construction Phases that will fall within budget constraints. The Consultant shall provide the services defined in Exhibit A, as required, for each of the new phases created by splitting the Project.

## ARTICLE 4
## OWNERSHIP OF DOCUMENTS

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

4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX.

GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

## ARTICLE 5
## CONSULTANT'S INSURANCE REQUIREMENTS

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

5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each claim, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to

City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

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

## ARTICLE 6
## CONSULTANT'S ACCOUNTING RECORDS

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

## ARTICLE 7
## AUDITS AND RECORDS/VENDOR DISCLOSURE

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

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

## ARTICLE 8
## TERMINATION OF AGREEMENT/REMEDIES

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

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

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

## ARTICLE 9
## DISPUTE RESOLUTION/MEDIATION

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

## ARTICLE 10
## INDEMNITY

**CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF**

WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONSULTANT" FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR

THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

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

## ARTICLE 11
## NOTICES

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party

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

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

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

If to Consultant, addressed to:
**Ryan Kennerly, PE, DBIA**
Principal
Parkhill
255 N Center St. Ste 100
Arlington, TX 76011
Telephone: (817) 633.0434
Email: rkennerly@parkhill.com

## ARTICLE 12
## MISCELLANEOUS

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

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

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

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

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

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

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

12.1.7 **Exhibit G**, Consultant's Hourly Rate Schedule

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

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

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

12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives and administrators are hereby bound to the terms and conditions of this Agreement.

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

12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in 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.

**[SIGNATURE PAGE TO FOLLOW]**

**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:**

**Parkhill**
a Texas Corporation

By: _____
Ryan Kennerly, Principal

**APPROVED AS TO FORM:**

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

STATE OF TEXAS §
§
COUNTY OF Lubbock §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **RYAN KENNERLY**, 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 **PARKHILL**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 7th DAY OF June 2023.

NOTARY PUBLIC STATE OF TEXAS
Debbie German
My Commission Expires
06/06/2024
ID No 130684115

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My commission expires: 2024.06.06

## EXHIBIT A
## SCOPE OF SERVICES

### I. PROJECT DESCRIPTION

This project generally includes a technical analysis of the City's groundwater assets and sources to aid in building a focused strategy on both geographical areas and subsurface target zones. A review of the current water system model (through InfoWater) will also assist with effectively targeting the City's appropriate pressure planes and water infrastructure. All findings will be presented in draft form to City staff to allow for technical input and review. Lastly, a sealed project report will be delivered outlining the overall results and approach to subsequent phasing.

### 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.
- 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

### A. Preliminary Design Phase

a. Prepare preliminary engineering review drawings (1"=20' scale), 22"x34" sheets) to include preliminary horizontal and vertical alignments of all proposed improvements with minimal construction-related notes. Cross-sections at least every fifty (50) feet will be required for paving-related or channel-related projects. If necessary, report in sufficient detail to indicate clearly any of the problems involved and provide alternate solutions available to the City. Include preliminary layouts, a right-of-way map, sketches, and cost estimates for the Project and set forth clearly the Consultant's recommendations for any alternate designs.

b. Water, sanitary sewer, and storm drains will be shown on the plans based on field information and surveys collected by the Consultant and from existing "Record Drawings" provided by the City of Sherman. Other utilities should be shown on the plans based on field information and surveys collected by the Consultant, utility locates requested by the Consultant, and any available "Record Drawings" that the Consultant can obtain from other utilities.

c. Depending on comments received from the City's review and field investigations, another set of preliminary phase construction drawings may be required.

d. Upon completion of the Preliminary Design Phase, the Engineer will advise the City of any geotechnical, soil, foundation, or other subsurface investigations or any special surveys, Level B or A SUE, or special testing which, in the opinion of the Consultant, may be required for the proper execution of the project, and assist the City in arranging for the conduct of such investigations and tests. The performance of geotechnical investigations and tests will not be a part of

the Consultant's Basic Engineering Services and will not be included unless specifically authorized in writing under "F. Special Services."

e. Prior to the Preliminary review meeting with the City, the Consultant shall schedule and attend a project site visit with the City Project Manager and Construction personnel to walk the project. The Consultant shall summarize the City's comments from the field visit and submit this information to the City in writing.

f. The Consultant will consult with the City, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. Consultant will design City facilities to avoid or minimize conflicts with existing utilities, and where known and possible, consider potential future utilities in designs.

**B. Intermediate Design Plans (60%)**

a. Prepare intermediate engineering review drawings that address all comments from the preliminary engineering review, including detailed construction-related notes. Cross-sections at least every fifty (50) feet will be required for paving-related or channel-related projects. Driveway profiles will be required for paving-related projects. A general notes sheet(s), coordinate control sheet(s), proposed traffic control sheet(s), proposed erosion control plan sheet(s), and detail sheet(s) will be required for all projects. Drainage-related projects will require all pertinent information showing calculations for drainage areas, inlet capacity, spread of flow and depth in street, and hydraulic grade line.

b. Prepare miscellaneous plan sheets, including cover sheet, index, general notes, project control (1"=100' scale, 22"x34" sheets), and applicable City standard details.

c. Prepare Preliminary Project Manual, including Bid Form and Special Conditions and technical specifications.

**C. Final Design/Construction Plans (90%, 100%)**

a. Prepare final engineering review drawings that address all comments from the intermediate review.

b. Prepare detailed cost estimates based on current unit prices from the proposal of authorized construction, which shall include summaries of bid items and quantities on the unit price system of bidding, wherever practical.

c. Finalize miscellaneous plan sheets, including cover sheet, index, general notes, project control and applicable City standard details.

d. Submit three (3) final sealed copies each of any necessary right-of-way or easement documents.

e. When required by the nature of the project, the Consultant shall provide necessary exhibits and attend a public meeting with the City.

f. Upon completion of the final design review, the Consultant shall furnish to the City up to four (4) additional copies and a pdf of the construction drawings to be forwarded to the utility companies.

g. Upon completion of the final design review, the Consultant shall furnish to the City, where required by the circumstances of the assignment, the engineering data, construction plans, completed forms, and reports necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid or for planning advances not included in Basic Engineering Services).

**D. <u>Bid Phase Services</u>**

a. Prepare bid set drawings and specifications that address all comments from the final design review and additional information provided by utility relocations and right-of-way negotiations.

b. Furnish to the City all necessary copies of approved Construction Contract Documents needed for competitive bidding (plans, specifications, notice to bidders, proposals, etc.). All sets of Construction Contract Documents in excess of eight (8) copies are to be paid for separately as provided hereinafter.

c. Consultant will submit the project plans to the State of Texas for the TAS/ADA review, if required for the Project. Consultant will prepare the application and make the submittal. The City will provide a check for the fee based on the construction cost of pedestrian improvements per the submittal requirements. Consultant will address comments from the review and revise plans if necessary.

d. Assist the City in the advertisement of the Project for competitive bids.

e. Assist the City with any Pre-Bidders meetings.

f. Prepare addenda as appropriate to interpret, clarify, or expand the Bid Documents.

g. Assist the City in the opening and tabulation of bids for construction of the Project.

h. Prepare a written summary of the bid tabulation and evaluation together with a letter addressing the award of the construction contract.

i. Assist in the preparation of formal Construction Contract Documents, provide four (4) copies of contracts to be executed by the contractor, and coordinate their execution by the respective parties.

j. The Consultant shall not be required to guarantee the accuracy of the final design Cost of Construction, but may be required to provide additional services at no cost to the City if bids for the Project exceed the fixed budget limit for the Construction Cost as provided in Article 3.

## E. Construction Phase Services

a. Conformed Document submittal:
   i. Update the Bid Documents (plans and Project Manual) to incorporate bid addenda items
   ii. Print up to ten (10) sets 11"x17" plans and Project Manuals for issuance at the Pre-Construction Conference.
   iii. Package and submit CAD base files upon request.
b. Site Visits upon request
c. *Pre-Construction Meeting.* Attend Pre-Construction Meeting(s) prior to commencement of Work at the Site
d. *Franchise Utility Coordination*. Assist the City with franchise utility coordination efforts and conflict resolution during construction.
e. *Requests for information*. Coordinate with Engineer and issue clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City.
f. *Change Orders*. Recommend Change Orders to City, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor. Task includes preparing plan sheet revisions.
g. *Shop Drawings, Samples, and Submittals.* Review and approve or take other appropriate action in respect to Shop Drawings, Samples, Submittals and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design

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

h. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
i. *Disagreements between City and Contractor.* As necessary, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
j. *Limitation of Responsibilities.* Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.
k. Consultant shall prepare construction Record Documents based on the information received from Contractor within 30 days of final completion in accordance with the Agreement. Consultant shall submit one full size set and one pdf file of the Record Documents.

## F. Special Services

a. Various services incidental to the project, but not within the scope of the Basic Engineering Services covered by A., B., C., D., and E. preceding, which may be performed or arranged for separately by City, or may be added to the Consultant's responsibilities by mutual agreement and written authorization include but are not necessarily limited to the following:
   i. Design Surveying - to collect information required for design, including photogrammetry, land surveying, and related office computations and drafting. All surveys and coordinate information shall be based on the NAD 83 CORS Grid Coordinate System utilizing control monuments established within the City of Sherman. This also includes refreshing and re-establishing benchmarks and reference points on NAD 83 CORS Grid Coordinate System for construction of the project, one time only. This does not include construction staking.
   ii. Staking of the Centerline of the proposed Project for utility coordination. The Consultant or its surveyor shall stake the centerline throughout the extent of the Project. The beginning and the end of the Project shall be designated. The points of intersection, points of curvature, and points of

tangency of all horizontal curves shall be designated. Stations and half-stations (50-foot and 100-foot) shall be designated throughout the entire Project, on tangential and curvilinear portions. Said centerline control is to be established in a timely fashion as directed by City staff. Said centerline control markings are to be a one-time event and shall be of a nature to last a minimum of eight months.

iii. Furnish descriptive instruments related to the acquisition of easements and/or rights-of-way. The description of these parcels should be rotated to match the bearings of the individual deeds. The payment for these instruments will be made on a per parcel basis unless otherwise indicated. As part of providing instruments for right-of-way acquisition, the Engineer/Surveyor will need to stake the corners of the acquisition.
iv. Appearances before hearings for eminent domain proceedings are specifically not included in the specified per parcel payment.
v. Appearances before regulatory agencies.
vi. Assistance to the City as an expert witness in any litigation or claim, arising from, or in connection with, the Project.
vii. Special investigations involving detailed consideration of operation, maintenance, and overhead expense; preparation of rate schedules; preparation of special reports and an engineer's certificate as required for marketing bonds; earnings and expense statements; preparation of assessment rolls; special feasibility studies; appraisals; valuations; and material audits or inventories required for certification of force account construction performed by the City.
viii. Detailed mill, shop, and/or laboratory inspection of materials or equipment.
ix. Geotechnical Investigation & Report - obtain the services of a qualified geotechnical engineering laboratory to conduct soil and foundation investigations, including test borings, soil tests, and analyses of test results.
x. Preparation of applications and supporting documents for government grants or planning advances for public works projects.
xi. Preparation of report, sketches, drawings, presentations, and permit applications involving environmental, historical, and archaeological considerations.
xii. Revision of reports and Construction Contract Documents after specific approval by City.
xiii. Subsurface Utility Engineering that involves Level "A" or "B" identification of a utility.

## 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:

## EXHIBIT B
## PROJECT BUDGET SUMMARY

I. **Basic Services**

A. Hydrogeologic Analysis
(Expected Completion: 15 weeks post contract execution) $75,000.00

B. Water System Model
(Expected Completion: 15 weeks post contract execution) $22,000.00

C. Reporting & Presentation
(Expected Completion: 3 weeks post final comments) $8,000.00

***Total Basic Services (Lump Sum)*** ***$105,000.00***

***Project Budget, Grand Total (Not-To-Exceed)*** ***$105,000.00***

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

1. Files shall done in DWG/DXF format.

2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83 Grid.

3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.

4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.

5. The file shall contain required features for the project type as detailed below:

    a. Pre-Construction/As-Built Plans and/or Record Documents:
        i. Layers from Final Plat Requirements as Applicable to Project Type.
        ii. Water Utility Features.
        iii. Sanitary Sewer Features.
        iv. Storm Sewer Features.

6. Each required feature group should be provided as a separate layer within the file.

7. Layer names should be representative of the information contained in the layer.

8. Line work should be done per accepted industry norms.

Text should not be smaller than 0.08" on a full size sheet, and should be a font such at Simplex, Calibri, or Arial.

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

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

II. **GUIDELINES FOR DIRECT EXPENSES**.

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

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

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

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

D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as

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 |
|---|---|---|---|
| _X_ | 1. | Worker's Compensation & Employer's Liability | ▪ Statutory Limits of the State of Texas |
| _X_ | 2. | General Liability | ▪ Minimum $1,000,000.00 each occurrence;<br>▪ Minimum $2,000,000.00 in the aggregate |
| ___ | 3. | XCU Coverage | ▪ Minimum $1,000,000.00 each occurrence;<br>▪ Minimum $2,000,000.00 in the aggregate |

| | | | |
|---|---|---|---|
| _X_ | 4. | Professional Liability | ▪ Minimum $1,000,000.00 each claim;<br>▪ Minimum $2,000,000.00 in the aggregate |
| _X_ | 5. | Umbrella Coverage of Excess Liability Coverage | ▪ An amount of $2,000,000.00<br>▪ Minimum $2,000,000.00 in the aggregate |

_X_ 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.

_X_ 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.

_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 and bid number.

___ 11. Other Insurance Requirements (State Below):

# EXHIBIT F
# CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

## 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.**

Parkhill

**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? N/A

☐ 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? N/A

☐ 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.**

N/A

**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** Ryan Kennerly

Signature of vendor doing business with the governmental entity

June 7, 2023

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

# EXHIBIT G
# Parkhill
# Hourly Rate Schedule
## January 1, 2023 through December 31, 2023

Client: City of Sherman

Project: City of Sherman GW Analysis & Dev

Agreement Date: _____

Location: Sherman, Texas

| CLASSIFICATION | HOURLY RATE |
|---|---|
| **SUPPORT STAFF I** | $71.00 |
| **SUPPORT STAFF II** | $84.00 |
| **SUPPORT STAFF III** | $116.00 |
| **SUPPORT STAFF IV** | $123.00 |
| **SUPPORT STAFF V** | $136.00 |
| **SUPPORT STAFF VI** | $147.00 |
| **PROFESSIONAL LEVEL I** | |
| Architect | $145.00 |
| Civil Engineer | $157.00 |
| Electrical Engineer | $161.00 |
| Interior Designer | $138.00 |
| Landscape Architect | $138.00 |
| Mechanical Engineer | $150.00 |
| Structural Engineer | $150.00 |
| Survey Tech | $128.00 |
| Other Professional | $135.00 |
| **PROFESSIONAL LEVEL II** | |
| Architect | $156.00 |
| Civil Engineer | $176.00 |
| Electrical Engineer | $182.00 |
| Interior Designer | $145.00 |
| Landscape Architect | $145.00 |
| Mechanical Engineer | $174.00 |
| Structural Engineer | $171.00 |
| Survey Tech | $140.00 |
| Other Professional | $142.00 |

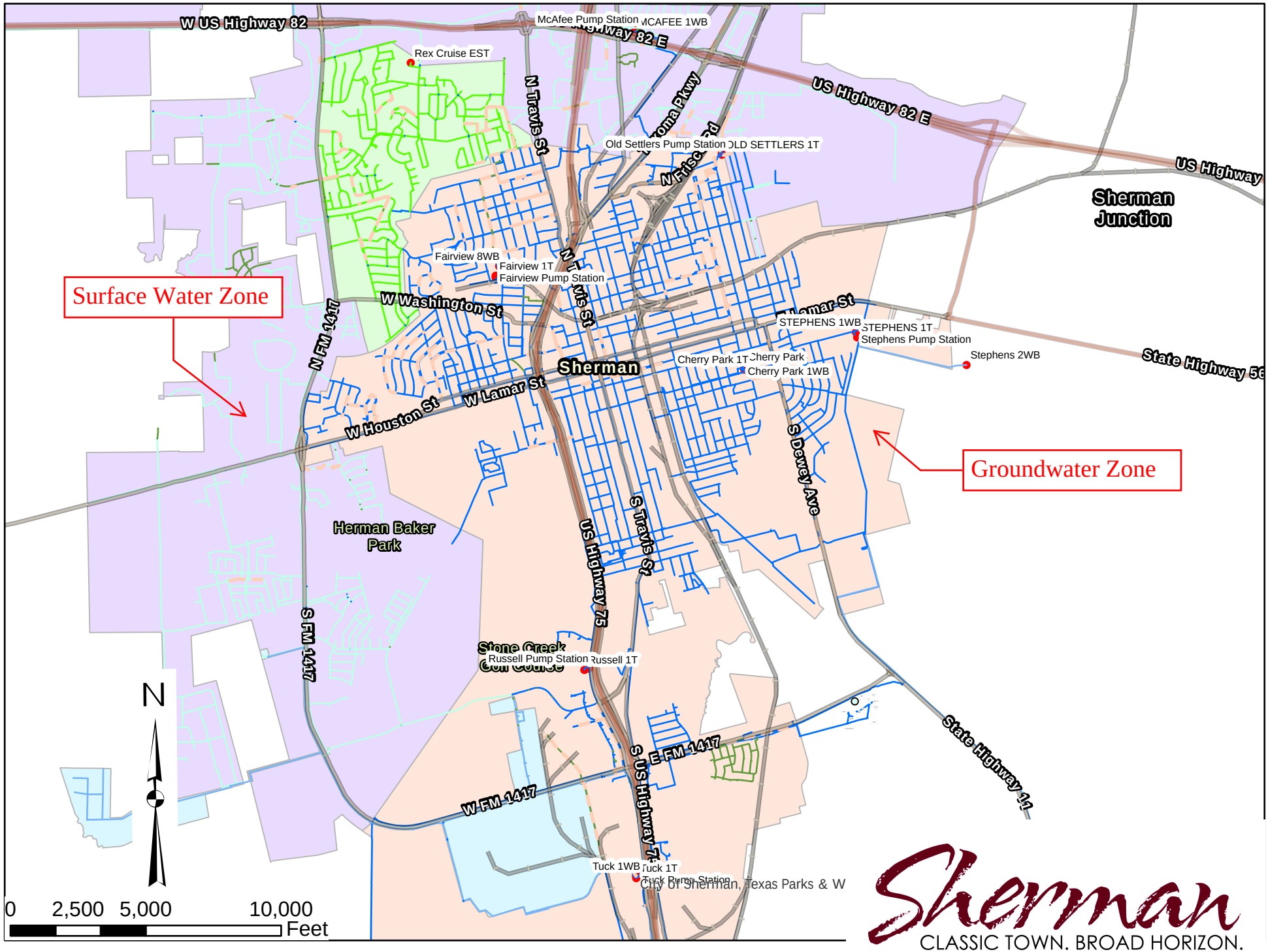
| CLASSIFICATION | HOURLY RATE |
|---|---|
| **PROFESSIONAL LEVEL III** | |
| Architect | $177.00 |
| Civil Engineer | $218.00 |
| Electrical Engineer | $212.00 |
| Interior Designer | $159.00 |
| Landscape Architect | $171.00 |
| Mechanical Engineer | $203.00 |
| Structural Engineer | $210.00 |
| Survey Tech | $163.00 |
| Other Professional | $156.00 |
| **PROFESSIONAL LEVEL IV** | |
| Architect | $217.00 |
| Civil Engineer | $254.00 |
| Electrical Engineer | $249.00 |
| Interior Designer | $174.00 |
| Landscape Architect | $185.00 |
| Mechanical Engineer | $238.00 |
| Structural Engineer | $242.00 |
| Survey Tech | $198.00 |
| Other Professional | $184.00 |
| **PROFESSIONAL LEVEL V** | |
| Architect | $263.00 |
| Civil Engineer | $306.00 |
| Electrical Engineer | $304.00 |
| Interior Designer | $208.00 |
| Landscape Architect | $226.00 |
| Mechanical Engineer | $290.00 |
| Structural Engineer | $292.00 |
| Professional Land Surveyor | $231.00 |
| Other Professional | $205.00 |

| CLASSIFICATION | HOURLY RATE |
|---|---|
| **PROFESSIONAL LEVEL VI** | |
| Architect | $292.00 |
| Civil Engineer | $329.00 |
| Electrical Engineer | $343.00 |
| Interior Designer | $253.00 |
| Landscape Architect | $272.00 |
| Mechanical Engineer | $328.00 |
| Structural Engineer | $315.00 |
| Professional Land Surveyor | $255.00 |
| Other Professional | $248.00 |
| **PROFESSIONAL LEVEL VII** | |
| Architect | $376.00 |
| Civil Engineer | $393.00 |
| Electrical Engineer | $393.00 |
| Interior Designer | $283.00 |
| Landscape Architect | $376.00 |
| Mechanical Engineer | $376.00 |
| Structural Engineer | $393.00 |
| Professional Land Surveyor | $306.00 |
| Other Professional | $376.00 |

**Expenses:** Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 15 percent for items such as:

1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one-and-a-half times these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.
Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2023 through December 31, 2023. After December 31, 2023, invoices will reflect the Schedule of Charges currently in effect.


W US Highway 82
McAfee Pump Station
MCAFEE 1WB
Rex Cruise EST
US Highway 82 E
N Travis St
Old Settlers Pump Station
OLD SETTLERS 1T
US Highway
Sherman Junction
Fairview 8WB
Fairview 1T
Fairview Pump Station
Surface Water Zone
W Washington St
N FM 1417
STEPHENS 1WB
STEPHENS 1T
Stephens Pump Station
Stephens 2WB
State Highway 56
Cherry Park 1T
Cherry Park
Cherry Park 1WB
Sherman
W Lamar St
W Houston St
S Dewey Ave
Groundwater Zone
Herman Baker Park
US Highway 75
S Travis St
S FM 1417
Stone Creek
Russell Pump Station
Russell 1T
State Highway 11
S E FM 1417
W FM 1417
S US Highway 75
Tuck 1WB
Tuck 1T
Tuck Pump Station
City of Sherman, Texas Parks & W
N
0
2,500
5,000
10,000
Feet
Sherman
CLASSIC TOWN. BROAD HORIZON.

# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Regular Meeting** Agenda Item No. H.7.

**Meeting Date:** 5/20/2024

**Prepared By:** Tom Pruitt, Utility Engineer

**Approved By:** Robby Hefton, City Manager

**Caption:**

**** RESOLUTION NO. 7306***

Authorizing Execution of Amendment No. 3 to the Professional Services Agreement with Plummer Associates, Inc. for Engineering Services for Design of the Wastewater Treatment and Water Reuse Master Plan Project

**Issue:**

To consider an amendment to the contract for Professional Services with Plummer Associates, Inc. for engineering services for the design of the Wastewater Treatment and Water Reuse Master Plan

**Background:**

This Amendment No. 3 to the Plummer contract will provide funds necessary for services to incorporate adequate and timely Supervisory Control and Data Acquisition (SCADA) integration at the new South Wastewater Treatment Plant. Plummer will provide additional engineering needed to bolster the existing integrator firm's capacity for programming, configuration, testing, and coordination, of the software and Human-Machine (HMI) interface. Plummer will serve as the primary point of contract on this undertaking.

**Origination:**

Engineering Department

**Financial Consideration:**

The total funding needed for Amendment No. 3 is $550,000.00.

**Staff Recommendation:**

It is recommended that the Council approves the design services in the aforementioned amount to Plummer Associates, Inc.

**Alternatives:**

As may be directed by the City Council

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**Attachments:**

1. Resolution No. 7306
2. Amendment No 3
3. Resolution No. 6902
4. Resolution No. 7065
5. Resolution No. 7244
6. Location Map

**RESOLUTION NO. 7306**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PLUMMER ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR DESIGN OF THE WASTEWATER TREATMENT AND WATER REUSE MASTER PLAN PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute Amendment No. 3 to the Professional Services Agreement with Plummer Associates, Inc. for engineering services for the design of the Wastewater Treatment and Water Reuse Master Plan Project, 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 20th day of May 2024.

**CITY OF SHERMAN, TEXAS**

**BY: _____**
**DAVID PLYLER, MAYOR**

**ATTEST:**

**BY: _____**
**LINDA ASHBY, CITY CLERK**

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

**BY: _____**
**RYAN D. PITTMAN, CITY ATTORNEY**

**AMENDMENT NO. 3**

TO THE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES BETWEEN
THE CITY OF SHERMAN ("OWNER") AND PLUMMER ASSOCIATES, INC. ("CONSULTANT")
FOR THE WASTEWATER TREATMENT AND WATER REUSE MASTER PLAN PROJECT

Dated June 6, 2022 ("Original Agreement")

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This Amendment No. 3 serves to increase the original contract fees under the Original Agreement ($2,073,011), Amendment No. 1 (11,369,931), and Amendment No. 2 (8,474,247) based on the following **changes** to the project scope as detailed in the attached Exhibit A3: "Amendment 3 - Scope of Services." The new total professional services shall now be $ 22,467,189.

The contract amount under the Original Agreement, Amendment No. 1, and Amendment No. 2 shall be increased by a fee not to exceed $ 550,000 as presented in the attached Exhibit B3: "Amendment No. 3 – Project Design Budget Summary."

**Basic Configuration Services (Lump Sum)**

| | **Scope Item – South WWTP MBR Design & Construction Services** | | **Fee** |
|---|---|---|---|
| A | Project Management, Meetings, Workshops, & Expenses | $ | 60,000 |
| B | Configuration Standards, Requirements Definition & Documentation | $ | 20,000 |
| C | Project Coordination & Control Strategies | $ | 15,000 |
| D | Network Configuration, PLC Programming, and HMI Configuration | $ | 260,000 |
| E | Testing Services | $ | 75,000 |
| F | Training Services | $ | 35,000 |
| G | Startup and Commissioning Services | $ | 45,000 |
| H | Maintenance Services | $ | 40,000 |
| **Total Basic Configuration Services Amendment No. 3:** | | **$** | **550,000** |

| | | | |
|---|---|---|---|
| **TOTAL AMENDMENT NO. 3 NOT TO EXCEED** | | **$** | **550,000** |

**[Rest of page left intentionally blank]**

This Amendment No. 3 shall be effective on the date it is executed by the last party to execute it. The OWNER and CONSULTANT hereby agree to amend the Proposed Fees in EXHIBIT B3 of the Original Agreement plus EXHIBIT B1 of Amendment #1 and EXHIBIT B2 of Amendment #2 to read as follows:

**Proposed Fees**

Consultant shall be compensated on the following lump sum basis. Special and Additional Services shall be performed based on the rate schedule included in the Original Agreement.

| | | | |
|---|---|---|---|
| I. | Basic Services | | |
| | A. | Information Gathering and Review | $117,221 |
| | B, | Capacity and Treatability Study | $190,251 |
| | C. | Treatment Alternatives Screening Evaluation | $339,260 |
| | D | Water Reuse Alternatives Screening Evaluation | $102,919 |
| | E. | Indirect Potable Reuse Alternatives Screening Evaluation | $55,212 |
| | F. | Detailed Alternative Evaluation | $337,909 |
| | G. | Implementation Plan | $37,341 |
| | H. | Report | $117,765 |
| | I. | Project Administration | $154,053 |
| | J. | Additional Meetings | $36,080 |
| | K. | Preliminary Design | $1,649,103 |
| | L. | Equipment Preselection | $913,402 |
| | M. | CMAR Coordination | $650,812 |
| | N. | Final Design | $7,664,917 |
| | O. | PM & Meetings | $1,366,650 |
| | P. | Regulatory and Permitting | $137,274 |
| | | **Total Basic Services*** | $13,870,169 |

| | | | |
|---|---|---|---|
| II. | Special Services | | |
| | A. | Additional Sampling | $20,000 |
| | B, | Additional Detailed Alternative Evaluation | $340,000 |
| | C. | Additional Data Collection and Analysis | $30,000 |
| | D | Additional Model Development & Screening | $50,000 |
| | E. | Additional Meetings | $50,000 |
| | F. | Surveying, Easement Preparation, and SUE | $50,000 |
| | G. | Geotechnical Engineering | $25,000 |
| | H. | Environmental and Architectural Investigation Services | $20,000 |
| | I. | Construction Administration | $4,302,407 |
| | J. | Support Services – Geotech, Survey, SUE | $159,613 |
| | K. | Construction Management and Resident Project Representative Services (through first 12 months of construction) | $3,000,000 |
| | | **Total Special Services** | $8,047,020 |

| | | | |
|---|---|---|---|
| III. | Basic Configuration Services (Lump Sum) | | |
| | A. | Project Management, Meetings, Workshops, & Expenses | $60,000 |
| | B, | Configuration Standards, Requirements Definition & Documentation | $20,000 |
| | C. | Project Coordination & Control Strategies | $15,000 |
| | D | Network Configuration, PLC Programming, and HMI Configuration | $260,000 |
| | E. | Testing Services | $75,000 |
| | F. | Training Services | $35,000 |
| | G. | Startup and Commissioning Services | $45,000 |
| | H. | Maintenance Services | $40,000 |
| | | **Total Basic Configuration Services (Lump Sum)** | $550,000 |

| Total Services with Amendments 1 through 3 | | |
|---|---|---|
| I. | Total Basic Services | $13,870,169 |
| II. | Total Special Services | $8,047,020 |
| III. | Total Basic Configuration Services (Lump Sum) | $550,000 |
| | **Total Revised Contract** | $22,467,189 |

The parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Original Agreement and acknowledge and agree that the Original Agreement remains in full force and effect, except as amended in Amendment No. 1, Amendment No. 2, and this Amendment No. 3. To the extent that any provision contained herein conflicts with the Original Agreement, the provision contained herein shall supersede such conflicting provision contained in the Original Agreement and Amendment No. 1 and Amendment No. 2. This Amendment No. 3, the Original Agreement, Amendment No. 1, and Amendment No. 2 contain the entire agreement of the parties with respect to the matters contained herein. This Amendment No. 3 may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

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

**OWNER:**
**CITY OF SHERMAN, TEXAS**

_____
**Robby Hefton, City Manager**

**CONSULTANT:**
**PLUMMER ASSOCIATES, INC**

_____
**Alan E. Davis, P.E., Principal**

**ATTEST:**

_____
**Linda Ashby**
**City Clerk**

**ATTEST:**

_____
**Nick Toussaint, P.E., Principal**

**APPROVAL RECOMMENDED:**

_____
**Wayne E. Lee, P.E., CFM / Director Engineering**

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

**BY:** _____

**NAME:** _____
**CITY ATTORNEY**

**CORPORATE ACKNOWLEDGMENT**

**THE STATE OF TEXAS** §
§
**COUNTY OF** TARRANT §

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

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this the 3rd day of May, A.D. 2024.

M RENEE HAILEY
Notary ID #125442706
My Commission Expires
July 20, 2026

M R. Hailey

Notary Public In and For Tarrant County, Texas

My Commission Expires:

July 20, 2026

**PROJECT DESCRIPTION**

The City of Sherman ("City" or "Owner") has selected Plummer Associates, Inc. ("Plummer") to provide engineering consulting services for planning, design and construction administration associated with the south wastewater treatment and water reuse facilities needed to support continued growth of the industrial and domestic wastewater system in the City.

The additional scope of services described below includes programming and configuration services to the City of Sherman in support of the South Wastewater Treatment Plant - MBR Phase 1 project. Pummer will now also provide project management services for the programming and configuration project and will act as the primary point of contact for the project.

Plummer and its sub-contractor Tek Automation will serve as the "integration team" to provide PLC Programming and Human Machine Interface (HMI) configuration additions to the existing Post Oak WWTP control system. The integration team will also develop a programing documentation package for each process area, as well as conduct controls workshops, to be held with the plant operations staff, that will focus on the programming and configuration effort while it is underway. For plant areas that include vendor panels, the integration team will perform coordination reviews of the package PLCs, verifying the data is available for the HMI as well as providing the necessary IP addressing back to the vendor.

The integration team will confirm tagging standards, standard Add-On-Instructions (AOIs), Function Blocks (FBs) and other PLC and HMI constructs to aid the development process and provide the City with a standard controls approach that can be easily operated and maintained in the future. Programming activities will include several workshops with the City to discuss the programming effort and possible options available that City staff may wish to review, as well as discuss the rationale for alarm notification, data historization, and reporting requirements.

The integration team will provide an overall testing plan, that will describe the different components of the project testing, beginning with the testing that occurs at the control panel fabrication facility, followed by the different on-site testing activities.

Operator training will be conducted in multiple sessions to accommodate multiple operations shifts and an appropriate number of sessions. An HMI operations manual will be provided to support the operator training and longer-term operations. It is anticipated that the HMI operations manual will be an online system to promote ease of use and future expansion.

The project will include startup-up services and warranty/corrective and maintenance services.

The HMI configuration and PLC programming deliverables to be provided by area will include:

**Area 200 – Screening**

The screenings area will have a new Programmable Logic Controller (200-PLC-101) provided by contractor and programmed by the Plummer Integration Team.

Scope of Services:

The screening PLC will be programmed for influent lift station level control and monitoring/alarm functions. The programming will also include Lead/Lag control and alternation of the pumps. Other functions included in the scope of work are the PLC logic for the operation of the sluice gates in the influent box, and the integration of screen channel with the screening equipment.

Also, control and monitoring programming will be furnished for Remote Input/Output (RIO) racks, including the Alkalinity System (380-RIO-101), and the Sludge Storage System (800-RIO-101).

**Area 300 – Pretreatment**

The Pretreatment Unit area will have a new Programmable Logic Controller (300-PLC-101) provided by contractor and programmed by the Plummer Integration Team.

Scope of Services:

The PTU PLC program will include monitoring of the grit system (310-GS-111), the fine screens monitoring (320-FS-111 & 320-FS-121), and the equalization tank controls including the valve controls (330-RIO101). Programming will also include the I/O of the Equalization Remote I/O Rack, (330-RIO-101) and the Bubbler system (330-PLC-101).

**Area 400 – Blower Building**

The Blower Building will have a new Programmable Logic Controller (450-PLC-101) provided by the contractor and programmed by the Plummer Integration Team.

Scope of Services:

Programming for primary services of the Blower PLC will include control of the BRB basins, the BRB Internal Recycle Pumps, the VFDs for same, and the BRB mixers. The PLC will also be programmed to monitor and control the BRB Basins Remote I/O, the Scum collector, carbon addition, the Carbon system, and its remote I/O (400-RIO-101, 400-RIO-102, 370-RIO-101). The Blower PLC will also monitor the vendor BRB Aeration Blower Master Control Panel, the Scum Pump Station, and the MBR Blowers.

**Area 550 – MBR Support Building**

The MBR Support Building will have a new Programmable Logic Controller (550-PLC-101) provided by the contractor and programmed by the Plummer Integration Team.

Scope of Services:

Programming for primary services of the MBR Support PLC will include monitoring of the Membrane Master Control Panel (500-PLC-101), the RAS Wetwell Mixers, the WAS Sludge

Pumps, and Filters 1 & 2 I/O at the Influent Pump Station. In addition, the PLC will be programmed to control the Relift Pumps.

## I. TASK SUMMARY, BASIC CONFIGURATION SERVICES

### A. TASK A: CONFIGURATION PROJECT MANAGEMENT AND QUALITY CONTROL

a. Provide project management for Basic Configuration Services. Project management shall include monitoring and addressing issues related to the scope of work, budget and deliverables; preparing and processing monthly billings; providing labor resources necessary to fulfill scoped work; scheduling and participating in quality control reviews; and providing updates to the City on a regular basis.
   i. The Engineer shall coordinate efforts on project tasks identified above.
   ii. The Engineer shall prepare a common monthly invoice.

### B. TASK B: PROJECT CONFIGURATION STANDARDS, REQUIREMENTS DOCUMENTATION

a. The Engineer will provide an HMI and PLC documentation package, along with a network documentation package.
   i. The Engineer will provide an HMI documentation package showing the additions to the existing navigation system, a list of the hierarchy of screens, and individual proposed and finalized HMI screens. The engineer will also produce an I/O tag list for the HMI database for all new tags, indicating process ranges and alarming conditions.
   ii. The engineer will develop a PLC submittal that will document each PLC's I/O, memory map and control subroutines. The Engineer will also develop a mapping list documenting communication messages between each of the PLCs.
   iii. The engineer will develop a detailed physical and logical network diagram for the facility and will maintain the master IP address listing, including any Virtual Lan (VLAN) or IP subnet information. The engineer will also document any configuration information for remote access or virtual private networks (VPNs)
   iv. The Engineer shall provide final system documentation of the HMI system, including software listings and databases, software graphics, configuration files on CD-ROMS or otherwise incorporate into the online O&M Manual.

### C. TASK C: PROJECT COORDINATION & CONTROL STRATEGIES

a. The Engineer will prepare an agenda and conduct bi-weekly coordination meetings to ensure timely and effective communications between the City, contractor, and integration team. During hi-effort construction periods or planned shutdowns, these meetings will be moved to a weekly frequency.

b. The Engineer will maintain a control network IP addressing master list and will provide direction to vendors on this item.
c. The Engineer will develop control strategies for each process area and will conduct a workshop to discuss strategies prior to PLC coding.

## D. TASK D: NETWORK CONFIGURATION, PLC PROGRAMMING, AND HMI CONFIGURATION

a. PLC Programming

i. Influent Pump Station 200-PLC-101

a. The Engineer will develop and test a PLC program for the Influent Pump Station 200-PLC-101 and include PLC data mapping to support SCADA monitoring and control.

b. The Engineer will develop and test a PLC program for the Relift Pump Station and include PLC data mapping to support SCADA monitoring and control of the Effluent Filters.

c. The Engineer will develop and test a PLC program for the monitoring of the Coarse Screens (200-ACS-111, 121) and include PLC data mapping to support SCADA monitoring and control.

d. The Engineer will develop and test logic to control (2) small and (2) large influent pumps. Controls will provide for Lead/Lag control of the reduced voltage soft starters (RVSS) and will provide for manual and automatic modes. In automatic mode, level sensors will be used, and alternation of the pumps will be performed each day.

e. The engineer will provide logic to control the header valves to PTU in manual and automatic control. In auto, logic will close the header valve and modulate header valve to peak storage basin to maintain discharge header pressure.

f. The Engineer will provide flow limiting to PTU using the PTU High Level safety interlock. In addition, an Operator-entered Flow maximum to PTU will be provided to maintain desired flow to PTU.

g. The Engineer will develop and test logic to control the alkalinity system chemical feed pumps over the 380-RIO-101 I/O rack. In manual mode, operators will be able to set the GPH feed rate. In auto, operators will enter a desired dosage rate in mg/l and the PLC program will calculate the dosage based on the IPS discharge rate.

h. The chemical pump control will also contain an auto sequence to rotate the pumps each day.

i. The Engineer will develop and test logic to control the sludge storage tank system blowers over the 800-RIO-101 I/O rack. In manual, the blowers will be controlled to run at setpoint, In auto, the blowers will be controlled based on the level. An interlock from the sludge storage tank will prevent the WAS pumps from operating.

j. The blowers will also contain an auto sequence to rotate the pumps each day.

ii. Preliminary Treatment Unit 300-PLC-101

a. The Engineer will develop and test monitoring the I/O of the control panel for Fine Screen Unit No.1 and Fine Screen Unit No. 2

b. The Engineer will develop and test monitoring the I/O of the control panel for Grit Removal Unit No.1

c. The Engineer will program and test a monitoring routine for the equalization tank large-bubble mixing system over ethernet communications.

d. The Engineer will develop and test a PLC program for the Preliminary Treatment PLC 300-PLC-101 and include PLC data mapping to support SCADA monitoring and control.

e. The Engineer will develop and test logic for the PTU outlet gates. In manual, the operator will control the gates. In auto, the cleaning action logic will be implemented to control the gates.

f. The Engineer will develop and test the logic for the EQ Basin Effluent Control Valve and Flow Meter. Manual logic will be provided to allow manual control of the Effluent Control Valve. Automatic logic will be provided to control effluent valve automatically.

iii. Blower Building 450-PLC-101

a. The Engineer will develop and test a PLC program for the Blower Building PLC 450-PLC-101 and include PLC data mapping to support SCADA monitoring and control.

b. The Engineer will develop and test the logic to monitor information coming from the BRB Aeration Blower Master Control Panel. In addition, logic will be provided which allows the blowers to be started or stopped

and will also include the adjustment of the header pressure to be adjusted.

c. The engineer will develop and test logic for the BRB basin controls. This logic will allow the operators to select the basins in service.

d. The Engineer will develop and test logic that will allow manual control of the BRB Recycle Pump VFDs over the Ethernet/IP. In addition, logic will be provided to allow for automatic control of the pump VFDs where the operator enters a Flow "Q" setpoint and will divide the basin effluent flow by the number of basins in service and will adjust the speed of the pumps to maintain the recycle flow rate. Additional logic will be provided to rotate the pumps once a day.

e. The Engineer will develop and test logic for both manual and automatic control of the BRB Mixers. The program will monitor the operation of the mixers as well as provide indication of alarm conditions, including motor winding temperature and motor moisture intrusion.

f. The engineer will develop and test logic to control the BRB Basins air flow control valves via the Remote I/O Racks 400-RIO-101 & 400-RIO-102. Logic will be provided for several modes of auto control, including Dissolved Oxygen control and Ammonia control. The control modes will have automatic mode to maintain DO levels in the basins.

g. The ammonia control mode will also be developed to lower ammonia through a cascaded control loop and using the flow signals. An alternate solution using flow control will also be provided along with manual control modes for each header.

h. The Engineer will also develop and test control logic for the scum collection system. Logic will be provided to allow for manual control as well as auto control. In auto, a timer will be implemented to be interlocked with the other basin scum collector. A high-level interlock will also prevent collector opening.

i. The Engineer will develop and test logic for the carbon system pumps via the 370-RIO-101 remote rack. The pumps will have manual control and auto control. In auto, the operator will enter dosage in mg/l based on equalization basin flow and the PLC will calculate dosage. An alternator control will also be provided.

iv. Membrane Support Building 550-PLC-101

a. The Engineer will develop and test a PLC program for the MBR Support Building 550-PLC-101 and include PLC data mapping to support SCADA monitoring and control.

b. The Engineer will develop and develop and test the logic to monitor information coming from the Membrane Master Control Panel. Logic will be provided to organize this data and make it available for polling by the HMI.

c. The Engineer will develop and test control logic for the RAS Wetwell Mixers (600-MX-111 & 121). Manual control will be programmed to allow remote start/stop of the mixers. In auto control mode, mixers will run unless prohibited by low wetwell level.

d. The Engineer will develop and test control logic for the RAS wetwell pumps. Logic will be provided for manual control of the RAS VFDs, allowing the operator to set a manual speed output to the pumps. In the automatic mode, the RAS pumps will automatically speed up or down to maintain a wetwell operating level. Wetwell level will be used as the process variable (PV) in this control and the high and low float level will be used for alarm and shutdown interlocks.

e. The Engineer will develop and test WAS pump control logic for the two (2) WAS pumps. In the auto mode, a WAS pump control loop will maintain a constant flow to the sludge storage tank using the WAS flowmeter as PV. In this mode, the operator will enter the total gallons to waste each day, and the number of wasting periods, and the PLC will calculate and set the wasting pumps until the total gallons wasted is reached. The operator will also have manual control of the pumps where a manual wasting rate can be set. The Engineer will also create a pump rotation routine for the pumps.

f. The Engineer will develop and test PLC program logic to monitor the Filters 1 & 2 I/O and map it for consumption by the HMI.

g. The Engineer will develop and test PLC program logic to control the two (2) re-lift pumps via the VFDs over ethernet to supply the filters. The re-lift pumps will have operator adjustable manual control logic and automatic control logic. In the automatic mode, the operator will set a desired flow rate to the filters and a flow control loop will minimize the fluctuations to the filters, while maintaining level in storage. The Engineer will also create a pump rotation routine for the pumps.

b. Server Cabinet and Network Configuration

i. Network Cabinet

a. The Engineer will configure the managed ethernet switches in the PLC cabinets including the creation and configuration of the Virtual Lans (VLANs).

b. A Remote Access Solution (eWon VPN) may be installed for secure HMI and PLC updates.

c. Rockwell FactoryTalk HMI Configuration

i. The Engineer shall create the graphical user screens, alarms, trends and setup the tag database additions for the equipment in the project's scope of work.

ii. The Engineer will with assistances from plant staff, develop and plant tag (I/O) database for the newly added equipment.

iii. The Engineer will update menu and navigation templates for the process additions.

iv. The Engineer develop detailed operating screens for the new plant equipment.

v. The engineer will also develop control screens to allow setpoint changes for PLC control and alarm functions.

vi. The Engineer will develop a communications status screen to show the additional PLCs added during the project

vii. The Engineer will update and configure system security and log-in as appropriate for the added processes.

d. Programming Code Review and Assistance

i. The Engineer shall review PLC controller code and HMI configuration written by our team members.

## E. TASK E: TESTING

a. The Engineer will develop, manage and perform a comprehensive field-testing effort that will involve all parties to test new equipment from the field device, it's Input/Output signals, through the field wiring to the PLC, the PLC logic functions, communications across the network, polling from the HMI, HMI database screens, trending, alarming and reporting processes.

b. The Engineer will develop a testing plan, complete with a listing of the areas, items to be tested, testing sheets for review, and will lead the execution of the testing planThe Engineer will develop an un-witnessed Factory Test (UFT) plan.

c. The Engineer will specify and witness the System Integration Test (SIT).

d. The Engineer will specify and witness the Factory Acceptance Test (FAT).

e. The Engineer will specify and witness the Operational Readiness Test (ORT).

f. The Engineer will specify and witness the Functional Demonstration Test (FDT).

g. The Engineer will specify and witness the 30-day Site Acceptance Test (SAT)

### F. TASK F: TRAINING SERVICES

a. The engineer will develop a training plan that will encompass the operation and control of the new equipment being supplied. The training will supplement the individual vendor training being provided and will focus on the PLC and HMI controls.

b. The Engineer will provide training on the basics of the PLC, HMIs and use of the Operator Interfaces will be provided.

c. Additional in-depth equipment troubleshooting, and maintenance activities will be provided to maintenance and support staff.

### G. TASK G: STARTUP AND COMMISSIONING SERVICES

a. As part of the coordination effort, The Engineer will lead the overall commissioning activities, providing the overall plan and administering the weekly start-up activities. The engineer will plan, witness and coordinate activities with the contractor and witness.

### H. TASK H: MAINTENANCE SERVICES

a. The Integration Team will provide a one-year maintenance period during which any issues arising out of the programming and configuration items will be rectified through a periodic review and execution of a master punchlist.

### I. SCHEDULE

a. The integration team will coordinate with the CMAR contractor's schedule to align the completion of programming and configuration services with the startup and testing of equipment for the South WWTP MBR project. Implementation and cutover activities will be coordinated and scheduled with the CMAR Contractor. Additionally, it is anticipated that the time-period for the programming and configuration services as detailed above in the Basic Configuration Services shall be completed within 410 days after the execution date of this Agreement.

## II. TASK SUMMARY, SPECIAL SERVICES

Special Services incidental to the Project, but not included within the scope of Basic Configuration Services covered above, which may be performed or arranged for separately by the City or may be added to the Engineer's responsibilities by mutual agreement and prior written authorization.

**EXHIBIT B3**

**AMENDMENT NO. 3 - PROJECT DESIGN BUDGET SUMMARY**

**Basic Configuration Services (Lump Sum)**

| | **Scope Item – South WWTP MBR Design & Construction Services** | | **Fee** |
|---|---|---|---|
| A | Project Management, Meetings, Workshops & Expenses | $ | 60,000 |
| B | Configuration Standards, Requirements Definition & Documentation | $ | 20,000 |
| C | Project Coordination & Control Strategies | $ | 15,000 |
| D | Network Configuration, PLC Programming, & HMI Configuration | $ | 260,000 |
| E | Testing Services | $ | 75,000 |
| F | Training Services | $ | 35,000 |
| G | Startup & Commissioning Services | $ | 45,000 |
| H | Maintenance Services | $ | 40,000 |
| **Total - Basic Configuration Services Amendment No. 3:** | | **$** | **550,000** |
| **TOTAL AMENDMENT NO. 3 NOT TO EXCEED** | | **$** | **550,000** |

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**RESOLUTION NO. 6902**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PLUMMER ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR DESIGN OF THE WASTEWATER TREATMENT AND WATER REUSE MASTER PLAN PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That the City 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 Plummer Associates, Inc. for engineering services for the design of the Wastewater Treatment and Water Reuse Master Plan Project, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS** on this the 6th day of June, 2022.

**CITY OF SHERMAN, TEXAS**

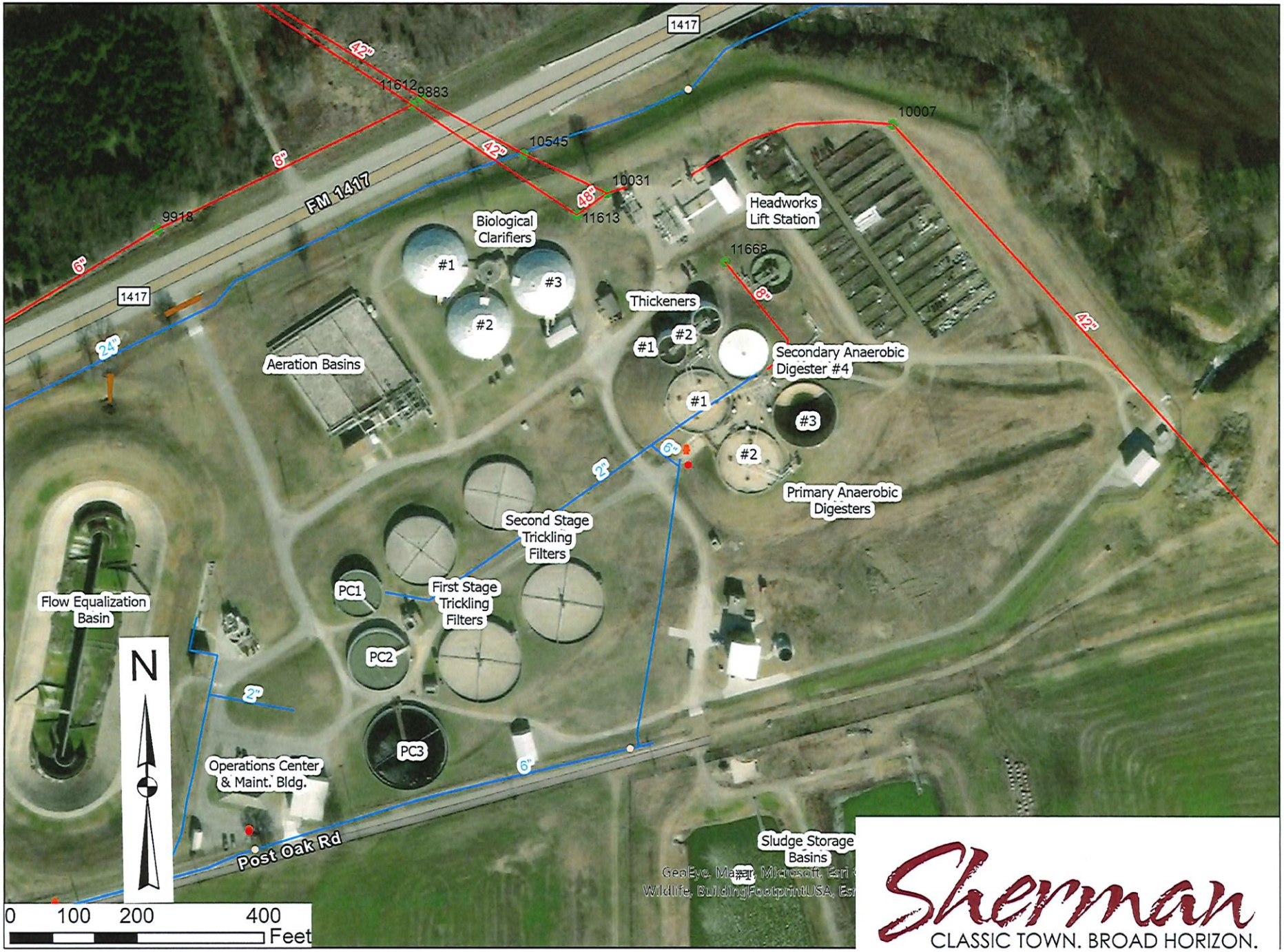
**ATTEST:**

**BY:** Linda Ashby
**LINDA ASHBY, CITY CLERK**

**BY:** _____
**DAVID PLYLER, MAYOR**

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

**BY:** _____
**RYAN D. PITTMAN, CITY ATTORNEY**


1417
42"
11612
9883
10007
10545
8"
42"
FM 1417
48"
10031
11613
Headworks
Lift Station
9918
6"
Biological
Clarifiers
#1
#3
#2
11668
8"
1417
Thickeners
#2
#1
24"
Aeration Basins
Secondary Anaerobic
Digester #4
42"
#1
#3
6"
2"
#2
Primary Anaerobic
Digesters
Second Stage
Trickling
Filters
PC1
First Stage
Trickling
Filters
Flow Equalization
Basin
PC2
N
2"
PC3
6"
Operations Center
& Maint. Bldg.
Post Oak Rd
Sludge Storage
Basins
0 100 200 400
Feet
Sherman
CLASSIC TOWN. BROAD HORIZON.

**AGREEMENT**

**BETWEEN**

**THE CITY OF SHERMAN, TEXAS AND**

**PLUMMER ASSOCIATES, INC.**

**FOR**

**PROFESSIONAL SERVICES**

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

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

and Consultant: **Plummer Associates, Inc.**
1320 South University Dr. Suite 300
Fort Worth, TX 76182
Telephone: 817.806.1700

for the following Project: **Wastewater Treatment and Water Reuse Master Plan**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Plummer Associates, 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 civil engineering services for the Wastewater Treatment and Water Reuse Master Plan Project ("Project"); and

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

**NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:**

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

## ARTICLE 1
## CONSULTANT'S SERVICES

1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.

1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes ("Scope of Services"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of written amendment to this Agreement, may be authorized from time to time by City ("Amendment(s)").

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 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 one million four hundred eighty-eight thousand eleven dollars **($1,488,011.00)**; (b) for Special Services, on a cost-plus basis in an amount not to exceed five hundred eighty-five thousand dollars **($585,000.00)** (collectively, "Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Design Budget Summary as set forth in **Exhibit B**.

3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.

3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a

determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement. Consultant shall submit his findings in writing to City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be solely responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and for consulting with such agencies and utilities to assist the City in obtaining all applicable 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. City shall be responsible for permitting and approval fees.

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 the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

Hourly Billable Rates by Position

| Staff Description | Range of Billing Rates |
|---|---|
| Admin Staff | $ 85.00 - $ 105.00 |
| Senior Admin Staff | $ 90.00 - $ 130.00 |
| Designer/Technician | $ 75.00 - $ 115.00 |
| Designer/Technician III | $ 100.00 - $ 130.00 |
| Senior Designer/Technician | $ 125.00 - $ 160.00 |
| Engineer/Scientist Intern | $ 50.00 - $ 95.00 |
| Engineer-in-Training/Scientist-in-Training | $ 95.00 - $ 130.00 |
| Engineer-in-Training/Scientist-in-Training III | $ 115.00 - $ 145.00 |
| Project Engineer/Scientist | $ 120.00 - $ 155.00 |
| Senior Project Engineer/Scientist | $ 135.00 - $ 195.00 |
| Project Manager | $ 180.00 - $ 250.00 |
| Senior Project Manager | $ 225.00 - $ 295.00 |
| Principal I | $ 250.00 - $ 330.00 |
| Principal II | $ 290.00 - $ 400.00 |
| Electrical Engineer in Training I | $ 85.00 - $ 110.00 |
| Electrical Engineer in Training II | $ 100.00 - $ 115.00 |
| Electrical Engineer in Training III | $ 120.00 - $ 150.00 |
| Electrical Specialist | $ 130.00 - $ 165.00 |
| Programmer | $ 135.00 - $ 170.00 |
| Programmer II | $ 140.00 - $ 175.00 |
| Senior Electrical Engineer | $ 260.00 - $ 295.00 |

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 or non-renewal 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 or non-renewal 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 or non-renewal 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 or non-renewal, 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:

**Alan E. Davis**
Principal
Plummer Associates, Inc
1320 South University Dr.
Fort Worth, TX 76182
Telephone: 817.806.1700
Email: adavis@plummer.com

## ARTICLE 12
## MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "F," all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof

and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

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

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

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

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

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

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

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

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.

12.2.1 **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.

12.2.2 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's 2021-2022 fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2021-2022 fiscal year unless and until such funds are budgeted.

12.2.3 **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.

12.2.4 **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:**
**Plummer Associates, Inc.**
a Texas corporation

By: _____
Alan Davis, Principal

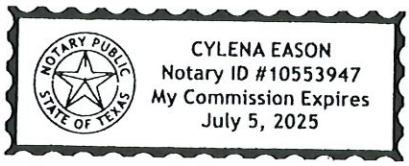
**APPROVED AS TO FORM:**

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

STATE OF TEXAS §
§
COUNTY OF Tarrant §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **ALAN DAVIS**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS A PRINCIPAL AND DULY AUTHORIZED REPRESENTATIVE FOR **PLUMMER ASSOCIATES, INC.**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 1 DAY OF June 2022.




Cylena Eason
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: July 5, 2025

## I. PROJECT DESCRIPTION

With the recent announcement of a new $30 Billion Texas Instruments (TI) semiconductor chip manufacturing campus to be located in the City of Sherman (City), the City is developing a comprehensive infrastructure plan to serve the facility and the associated growth. The City has selected Plummer Associates, Inc. (Plummer) to provide engineering consulting services for planning, design and construction administration associated with the wastewater treatment and water reuse facilities needed to support the TI facility and continued growth. It is anticipated that these services will be performed in phases. The first phase will include the initial data/information gathering and master planning that will provide a road map for subsequent design and construction phases. The remainder of this document defines the scope of work for the Phase 1 master planning services.

## 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.
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

### A. Task A: Information Gathering and Review

a. Kickoff Meeting: Prepare for and facilitate an in-person kickoff meeting in Sherman to review the scope and schedule; identify critical success factors and potential risks; and discuss data/information that will be used in the planning process. Data currently available to Plummer will be identified.

b. Information Request: Prepare and submit to City a request for information. The City will provide available requested information, and any other related information City is aware of that may benefit the project team. Information to be provided may include, but not be limited to: customer water usage data; historical flow and water quality data, previous design and master plan reports; development and planning information, population and flow projection information, water supply cost and rate information, GIS data layers, existing TPDES permits, and water rights information. A separate information request will also be provided summarizing desired information and data to be obtained from TI. Data to be requested will include information from existing TI facilities with similarities to the one to be constructed in Sherman. In addition, information on the quality of the existing TI discharges and timing of the planned phase-out of the existing TI facility will be requested. Information related to individual process streams and the opportunities for reuse at the TI facility will be requested, such as water quality requirements, potential uses, and reuse water quantity. It is assumed that all data and information will be provided in electronic format. If data from existing TI facilities are not available, special sampling may be required and is included as a special service.

c. Tour of Existing TI Facilities: Plummer (up to 3 team members) will accompany City of Sherman staff on up to two site visits to facilities that are similar to the facility to be constructed in Sherman. The budget allocated to this task only covers time and travel expenses for Plummer team staff. City staff expenses are not included. Plummer will document information obtained from the site visits. Plummer will contact the municipalities where these facilities are located to schedule a meeting with wastewater and pretreatment staff before each site visit. Plummer will request a copy of the technically based local limits from these municipalities.

d. Information Review: Review and summarize the information provided by Sherman and TI.

e. Information Gathering/Review Meetings:
   i. Coordinate with the City to meet with representatives of TI to obtain additional information and insight into plans for design and operation of the TI facility.

   ii. Meet with the City to discuss questions related to information provided and any outstanding information needed for completion of the Master Plan.

**Deliverables**: Summaries to be included in final report, as appropriate; meeting notes.

## B. Capacity and Treatability Study

a. Task B: Wastewater Flow Projections and Quality Characteristics

   i. Evaluate/Confirm Wastewater Flow Projections: Evaluate flow projections provided in Task A. Modify and augment as appropriate based on information obtained from discussions with TI and any other updated information provided by the City. Flows to be developed include annual average daily; maximum month; peak two-hour; average daily minimum; and extended wet weather influent. Variability in TI flows will be evaluated and documented, including the timing of phasing out the existing TI facility. If required by individual treatment processes, maximum and minimum weekly flows shall also be included. Flow peaking factors (peak two-hour, maximum month, etc.) will be established using available data. The evaluation period for the flow projections will be consistent with the period used in the City's most recent Wastewater Master Plan.

   ii. Wastewater Characteristics (Quality and Quantity):

      a. Review five years of historical quality data for biochemical oxygen demand (BOD), ammonia (NH3), total suspended solids (TSS) and

potential of hydrogen (pH) from the Post Oak WWTP. This will include all recorded data and sampling locations at the plant.

b. Predict wastewater characteristics received at Post Oak WWTP after the water purification facility ceases discharging to the collection system.

c. Identify potential pollutants of concern that are typically regulated/monitored in facilities with processes similar to the proposed TI facility. Obtain historical water quality and flow data from similar operational TI facilities and summarize water quality characteristics.

d. Evaluate water quality from the existing TI facility in Sherman and based on information provided by TI, evaluate the impact of phasing out this facility on the water quality characteristics.

e. Based on the evaluation above and other information provided by TI, estimate projected water quality characteristics and quantity for the pollutants of concern for each internal waste stream and the final wastewater discharges from the new TI facility; identify water quality characteristics associated with the new TI discharge that may impact treatment processes and discharge permitting (e.g. biocides, nitrification inhibitors, dissolved solids, potentially hazardous wastes, etc.).

f. Identify types of new industries that may come to the City to support TI. Determine if any of the new industries could have significant flows or discharge pollutants of concern at levels that could be problematic.

g. Identify direct and indirect industrial users that are located in the vicinity of the new TI facility. Review five years of historical discharge data obtained through the City's pretreatment program or available through EPA Enforcement and Compliance History Online for the industries. Obtain information related to changes that have occurred in the past five years or changes that are proposed for the industrial user's facilities that have or may cause an impact to the characteristics of the discharges to the City's treatment works. The impacts of COVID on the industrial user discharges will be considered in the review.

h. Review wastewater quality data with respect to the potable water source (groundwater or surface water). The typical wastewater characteristics for domestic and commercial sources that receive potable water from each source will be reviewed. Any other available relevant water quality data for the Post Oak WWTP will be reviewed.

i. Define concentrations and loads to be used in projecting future wastewater quality. Loads will include annual average daily; maximum month average daily; peak two-hour; and average daily minimum. If required by the individual treatment processes, maximum and minimum weekly loads shall also be included.

j. Separately characterize wastewater quality for the following scenarios:

- Post Oak WWTP commingled with wastewater from the TI facility
- Post Oak WWTP without wastewater from the TI facility
- TI facility + nearby industrial dischargers (for potential treatment at a separate industrial treatment facility)
- Post Oak WWTP without TI facility and without nearby industrial dischargers

iii. Task B Meetings: The following meetings are anticipated to support Task B activities:

a. Prepare for and facilitate one in-person meeting with the City in Sherman to review the results of the Task B evaluation. A PowerPoint summary of results will be provided at the meeting and will serve as the intermediate documentation of the Task B results.

b. Prepare for and facilitate up to 3 virtual meetings (with the City and/or TI) to review task progress or obtain additional input/information.

**Deliverable:** PowerPoint slides summarizing flow projections and water quality characterization; meeting notes.

b. Task C: Treatment Alternatives Screening Evaluation (Note: This task will be coordinated with and conducted concurrently with Tasks D and E.)

i. Treatment Alternative Development: Develop conceptual planning-level treatment scenarios for up to 5 treatment alternatives. Perform a process evaluation and assessment for each alternative. Prepare treatment process diagrams and descriptions for each alternative. Alternatives to be included will be finalized following completion of Task B but may include:

a. All flow is commingled and treated at the existing Post Oak WWTP site for the entire planning period.

b. Flow is initially commingled and treated at the Post Oak WWTP until capacity of the existing WWTP is reached; A separate industrial

treatment train will be constructed at the Post Oak WWTP site to treat flows from TI (and potentially other nearby industries).

c. Flow is initially commingled and treated at the Post Oak WWTP until capacity of the existing WWTP is reached; A separate industrial treatment plant will be constructed at a new site located near TI to treat flows from TI (and potentially other nearby industries).

d. TI flows are not commingled at the Post Oak WWTP. A separate industrial treatment plant will be constructed at a new site located near TI to treat flows from TI (and potentially other nearby industries) and will be operational when the TI facility comes online.

ii. Permitting: Identify the type(s) of permits required and the regulations that apply to the discharge/waste streams generated by each alternative. The difficulty of and anticipated schedule for obtaining each authorization will be identified.

iii. Discharge Locations and Permit Limits: Perform a desktop evaluation of potential discharge location(s) for each alternative. Using default QUAL-TX model assumptions (for dissolved oxygen), TCEQ screening procedures, and applicable federal industrial regulations, the potential Texas Pollutant Discharge Elimination System (TPDES) permit limits for each alternative will be predicted.

iv. Residuals Disposal: If reverse osmosis treatment is required to manage dissolved solids, perform a desktop evaluation of residual disposal options and identification of potential waste stream segregation needs. Options to be considered will include surface water discharge, deep well injection, and up to two other options that may include high recovery options to minimize the amount of liquid waste or emerging technologies. Coordinate with the City's consultant evaluating water treatment plant improvements to determine whether a combined residuals disposal option for water and wastewater treatment is viable.

v. Conveyance Evaluation: Determine conveyance improvements required for each treatment alternative

a. Coordinate with City's conveyance consultant to define collection system improvements needed for each alternative.

b. Define conveyance system improvements required for discharge of treated effluent and residuals disposal for each alternative.

vi. Planning-Level Costs: Develop planning-level opinions of probable construction cost (OPCCs), operation and maintenance (O&M), and life cycle costs for each alternative. Costs will be developed for the following elements:

   a. Wastewater collection system and treated effluent conveyance. Conveyance costs will be based on planning level (AACE Level 5) unit cost factors (e.g. $/linear foot for pipelines or $/MGD for lift stations) and will be coordinated with the unit cost factors used by the City's conveyance consultant. For operating costs, unit cost factors will be based on linear feet of pipe and pipe type (gravity vs. force main), and $/HP for lift stations.

   b. Treatment facility improvements. Facility improvement costs will be based on planning-level unit cost factors (e.g. $/MGD) for each treatment process category (e.g. conventional treatment, advanced treatment, biosolids treatment, odor control, etc.). For operational costs, unit cost factors generally will be based on gallons of wastewater treated.

vii. Non-Cost Factors: Define non-cost considerations associated with each alternative. The review of non-cost factors will include legal, regulatory, environmental, social, institutional and public acceptance issues.

viii. Pretreatment Program: Identify the impacts to the established Pretreatment Program that implementing each alternative will have. This evaluation may involve comparing the predicted loadings discharged to Post Oak WWTP to the allowable headworks loadings and allowable industrial loadings developed for the City's approved and/or proposed pretreatment program. The objective of the evaluation is to determine if and what type of modifications to the program will be required.

ix. Develop Evaluation Criteria and Matrix: Develop proposed evaluation criteria and scoring matrix to be used to evaluate alternatives. Populate draft scoring matrix.

x. Task C Meetings: The following meetings are anticipated to support Task C activities:

   a. Prepare for and facilitate an in-person alternative screening workshop with the City in Sherman. Summary descriptions of each alternative will be provided prior to the workshop. At the workshop, evaluation criteria, weights and scoring will be reviewed and confirmed with the City. The scoring matrix will then be used to rank the alternatives and

select which alternative(s) will move forward with a more detailed evaluation.

b. Prepare for and facilitate up to 3 virtual meetings (with the City and/or TI) to review task progress or obtain additional input/information.

**Deliverables:** Summary descriptions of each alternative; final screening scoring matrix; meeting notes.

C. **Task D: Water Reuse Alternatives Screening Evaluation**

a. Existing Customer Identification: Identify potential customers for non-potable reclaimed water in the vicinity of the new TI facility and in the vicinity of the Post Oak WWTP.

i. Analyze monthly metered water usage data to be provided by the City, to include any separate irrigation meters. For customers with no irrigation meter, seasonal water usage will be used to estimate potential irrigation usage. Rank customers in order of largest likely non-potable water usage. Cross-check with desktop review of aerial imagery to confirm likely irrigated areas.

ii. Prepare for and facilitate a meeting with the City to review ranked list of potential largest nonpotable water users and obtain input and feedback.

iii. Prepare for and attend up to 5 meetings with potential customers to evaluate interest in using reclaimed water and determine any special water quality or pressure/delivery requirements. If desired by the City, one meeting could be coordinated with pretreatment program customers.

b. Future Customer Identification: Using available planning and development information, together with other information available from the City, identify potential future development areas that may be candidates for receiving reclaimed water. Estimates of potential demands for future development will be based on available information and are likely to be very approximate.

c. Reclaimed Water Supply and Water Quality: Summarize reclaimed water supply and water quality requirements.

i. Using historical flow data and projections from Task B and in coordination with Task C, document existing and future reclaimed water supply, both from the Post Oak WWTP and a potential future industrial WWTP, as appropriate.

ii. Prepare a summary of existing treated effluent quality from the Post Oak WWTP and expected water quality requirements to serve potential reclaimed water customers. Treatment process improvements needed to meet

expected quality requirements will be included in the treatment alternatives for Task C.

d. Evaluate Reclaimed Water Delivery Options for Nonpotable Reuse: In coordination with Task C, evaluate delivery options for nonpotable reuse for each treatment alternative.

   i. A hydraulic model will be developed for each alternative. Planning- level demands will be estimated from the information developed in Tasks D.a. and D.b. The model will be used to evaluate pipeline sizing and pumping/storage requirements.

   ii. GIS maps will be prepared for presentation of each alternative.

   iii. OPCCs, together with estimated O&M and life cycle costs, will be developed for each alternative.

   iv. Non-cost considerations, such as regulatory or institutional issues, permitting requirements, barriers to implementation or other similar issues will be summarized.

e. Summarize Reclaimed Water Delivery Alternatives: In coordination with Task C, prepare a summary of each reclaimed water delivery alternative. Summaries will be incorporated into treatment alternative summaries and included as part of the Task C screening workshop.

**Deliverables:** Prioritized list of potential customers; hydraulic model of each alternative; summary of reclaimed water delivery alternatives; meeting notes.

## D. Task E: Indirect Potable Reuse Alternatives Screening Evaluation

a. Screening of Potential Discharge Locations:

   i. In coordination with previous tasks, estimate the quantity of water that may be available for discharge to the Lake Texoma, Lake Ray Roberts, Lake Lewisville, or Lake Lavon watersheds for subsequent indirect reuse.

   ii. Perform a desktop evaluation of potential discharge locations to evaluate the viability of discharging to other watersheds. Using default QUAL-TX model assumptions (for dissolved oxygen) and TCEQ screening procedures, estimate projected TPDES permit limits for each potential location.

b. Water Provider Meetings: Working with the City, prepare for and facilitate up to 3 meetings with regional water providers to discuss their interest in purchasing and/or trading return flows from the City. It is anticipated that meetings would be with some or all of North Texas Municipal Water District (NTMWD), Greater Texoma Utility Authority (GTUA), and Dallas Water Utilities (DWU).

c. Evaluate Indirect Potable Reuse (IPR) Alternatives: Based on input received from meetings in Task E2, develop up to 3 IPR alternatives.

   i. Develop conceptual plans of required conveyance infrastructure and display on a GIS map.

   ii. Develop OPCCs together with estimated O&M and life cycle costs for each alternative.

   iii. Summarize non-cost considerations, such as regulatory or institutional issues, permitting requirements, barriers to implementation or other similar issues.

d. Summarize IPR Alternatives: In coordination with Task C, prepare a summary of each IPR alternative. Summaries will be incorporated into treatment alternative summaries and included as part of the Task C screening workshop.

**Deliverables:** Summary of IPR alternatives including maps, costs and review of non-cost factors; meeting notes.

## E. Task F: Alternative Evaluation

a. Alternative Development: Based on the results of the Task C Screening Workshop, evaluate one alternative, including items to address Post Oak WWTP condition assessment needs, treatment alternatives for the TI project, and infrastructure needs associated with water reuse. Evaluation of a second alternative is included as a Special Service.

   i. Perform treatment process modeling for the alternative.

   ii. For each proposed discharge location (including discharge of RO concentrate, as appropriate), develop a refined water quality model and assessment of potential TPDES permit limits.

   iii. Prepare conceptual design:

      a. Prepare design concept memorandum defining raw wastewater flow and quality characteristics, effluent discharge flow and quality characteristics, odor control concepts, biosolids and residual handling concepts. Develop a conceptual process design drawing including all treatment process units with flow rates.

      b. Prepare desktop evaluation of potential new WWTP sites near the TI facility. A detail selection of a site would occur in a subsequent project. The desktop evaluation would include up to three sites and criteria such as property size, ownership, and current use, known geology,

proximity to power, vehicle access, proximity to the TI facility, and proximity to discharge locations.

c. Develop conceptual electrical loads for the plant. Coordinate with power company for electrical service for new sites.

d. Update conceptual conveyance infrastructure plan based on the selected alternative and selected treatment site and display on a GIS map.

e. Identify conceptual communication strategy to other city facilities and plant security requirements.

b. Alternative Conceptual Costs: Develop OPCCs, O&M, and life cycle costs for each alternative.

c. Task F Meetings: The following meetings are anticipated to support Task F activities:

i. Prepare for and facilitate an in-person alternative review meeting with the City in Sherman. If more than one alternative has been evaluated, a similar scoring exercise as performed in Task C will be used to rank the alternatives and select the preferred option.

ii. Prepare for and facilitate up to 3 virtual meetings to review task progress or obtain additional input/information.

d. Finalize Conceptual Alternatives: Incorporate feedback received from City from Task F alternative review meeting and finalize alternative(s) and cost(s).

**Deliverables:** Conceptual design memorandum and opinions of cost; meeting notes.

## F. Task G: Implementation Plan

a. Document CIP Projects: Document and summarize CIP projects associated with the recommended alternative. Projects will also include the improvements identified during the Post Oak WWTP condition assessment project.

b. Prepare Implementation Plan: Implementation steps for the recommended alternative identified in Task F will be documented, together with a proposed schedule for implementation.

**Deliverables:** CIP projects and implementation plan for the recommended alternative.

G. **Task H: Report**

a. Draft Report: Document the results of the previous tasks in a draft report. One electronic copy of the report will be provided to the City for review.

b. Final Report: Prepare a final report that incorporates comments received from City. An electronic (pdf) copy of the final report, together with 3 hard copies, will be provided to City.

**Deliverables:** Draft and final report.

H. **Task I: Project Administration and Additional Meetings**

a. Project Administration: Project administration will include but not be limited to developing and implementing a project management plan; tracking and managing internal schedules of work; monitoring and addressing issues related to the scope of work, budget and deliverables; preparing and processing monthly billings; providing labor resources necessary to fulfill scoped work; scheduling and participating in quality control reviews; and providing updates to the City on a regular basis. A standard monthly invoice and progress reports will be prepared for all services.

**Deliverables:** Monthly progress reports and invoices

I. **Task J: Additional Meetings:**

a. Prepare for and attend up to 2 additional in-person meetings (not included in other tasks) with City staff, TI, City Council or other stakeholders. For budgeting purposes, each meeting will be 4 hours and include 10 people from the consultant team plus meeting preparation, meeting documentation, and travel.

**Deliverables:** Meeting notes for each meeting.

J. **Special Services**

a. Various services incidental to the project, but not within the scope of the Basic Engineering Services covered by basic services, which may be performed or arranged for separately by City, or may be added to the Consultant's responsibilities by mutual agreement and written authorization include but are not necessarily limited to the following items. The scope and compensation for these services will be further defined and agreed to prior to authorization:
   i. Additional Sampling: Additional sampling at the City's Post Oak WWTP, or an existing TI facility to obtain additional water quality data to support the evaluation.

ii. Additional alternative evaluation: In accordance with scope Task F: Alternative Evaluation, perform a alternative evaluation, including conceptual design tasks and costs for a second alternative.
iii. Additional data collection or analysis not included in Basic Services.
iv. Additional model development or evaluations not included in Basic Services.
v. Additional meetings not included in Basic Services.
vi. Design surveying and utility locations:
    a. Perform preliminary surveying for the wastewater treatment plant sites. These services are based upon survey of the City's Post Oak WWTP and a new plant site. A detailed scope of work will be provided prior to authorization by the City. Perform subsurface utility engineering (SUE) Quality Level A or B services at critical locations.
vii. Geotechnical Investigation & Report: These services are based upon geotechnical engineering at the City's Post Oak WWTP and a new WWTP site. A detailed scope of work will be provided prior to authorization by the.
    a. Perform soil borings and install piezometers at select locations on plant site(s)
viii. Preparation of site visits, report, sketches, drawings, presentations, and permit applications involving environmental, historical, and archaeological considerations. A detailed scope of work will be provided prior to authorization by the City once the pipeline routes and plant site have been established.

EXHIBIT B

PROJECT DESIGN BUDGET SUMMARY

I. Basic Services

| | | |
|---|---|---|
| A. | Information Gathering and Review | $ 117,221 |
| B. | Capacity and Treatability Study | $ 190,251 |
| C. | Treatment Alternatives Screening Evaluation | $ 339,260 |
| D. | Water Reuse Alternatives Screening Evaluation | $ 102,919 |
| E. | Indirect Potable Reuse Alternatives Screening Evaluation | $ 55,212 |
| F. | Detailed Alternative Evaluation | $ 337,909 |
| G. | Implementation Plan | $ 37,341 |
| H. | Report | $ 117,765 |
| I. | Project Administration | $ 154,053 |
| J. | Additional Meetings | $ 36,080 |
| ***Total Basic Services (Lump Sum)*** | | ***$ 1,488,011*** |

II. Special Services

| | | |
|---|---|---|
| A. | Additional Sampling | $ 20,000 |
| B. | Additional Detailed Alternative Evaluation | $ 340,000 |
| C. | Additional Data Collection and Analysis | $ 30,000 |
| D. | Additional Model Development & Screening | $ 50,000 |
| E. | Additional Meetings | $ 50,000 |
| F. | Surveying, Easement Preparation, and SUE | $ 50,000 |
| G. | Geotechnical Engineering | $ 25,000 |
| H. | Environmental and Architectural Investigation Services | $ 20,000 |
| ***Total Authorized Special Services*** | | ***$ 585,000*** |

***Project Budget, Grand Total (Not-To-Exceed)*** ***$ 2,073,011***

1. Files shall done in DWG/DXF format.

2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83 Grid.

3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.

4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.

5. The file shall contain required features for the project type as detailed below:

    a. Pre-Construction/As-Built Plans and/or Record Documents:
        i. Layers from Final Plat Requirements as Applicable to Project Type.
        ii. Water Utility Features.
        iii. Sanitary Sewer Features.
        iv. Storm Sewer Features.

6. Each required feature group should be provided as a separate layer within the file.

7. Layer names should be representative of the information contained in the layer.

8. Line work should be done per accepted industry norms.

9. Text should not be smaller than 0.08" on a full size sheet, and should be a font such at Simplex, Calibri, or Arial.

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 or non-renewal 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 |
|---|---|---|---|
| X | 1. | Worker's Compensation & Employer's Liability | ▪ Statutory Limits of the State of Texas |
| X | 2. | General Liability | ▪ Minimum $1,000,000.00 each occurrence;<br>▪ Minimum $2,000,000.00 in the aggregate |
| ___ | 3. | XCU Coverage | ▪ Minimum $1,000,000.00 each occurrence;<br>▪ Minimum $2,000,000.00 in the aggregate |

| | | | |
|---|---|---|---|
| X | 4. | Professional Liability | ▪ Minimum $1,000,000.00 each claim;<br>▪ Minimum $2,000,000.00 in the aggregate |
| X | 5. | Umbrella Coverage of Excess Liability Coverage | ▪ An amount of $2,000,000.00<br>▪ Minimum $2,000,000.00 in the aggregate |

X 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.

X 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.

X 8. Thirty (30) days' notice of cancellation or non-renewal. 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 and bid number.

___ 11. Other Insurance Requirements (State Below):

# EXHIBIT F
# CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

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

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

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

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

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

| OFFICE USE ONLY |
|---|
| Date Received |

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

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

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

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.**

**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

5-30-2022
Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

**RESOLUTION NO. 7065**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PLUMMER ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR DESIGN OF THE WASTEWATER TREATMENT AND WATER REUSE MASTER PLAN PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute Amendment No. 1 to the Professional Services Agreement with Plummer Associates, Inc. for engineering services for the design of the Wastewater Treatment and Water Reuse Master Plan Project, 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 May 2023.

**CITY OF SHERMAN, TEXAS**

**ATTEST:**

**BY:** Linda Ashby
**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**

## AMENDMENT NO. 1

TO THE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES BETWEEN
THE CITY OF SHERMAN (OWNER) AND PLUMMER ASSOCIATES, INC. (ENGINEER)
FOR THE WASTEWATER TREATMENT AND WATER REUSE MASTER PLAN PROJECT

Dated June 6, 2022 ("Original Agreement")

---

This Amendment No. 1 serves to increase the original contract fees under the Original $2,073,011 Agreement based on the following **additional** work to the project scope as detailed in the attached Exhibit A1: "Amendment 1 - Scope of Services." The new total professional services shall now be $13,442,942.

The contract amount under the Original Agreement shall be increased by a fee not to exceed $11,369,931 as presented in the attached Exhibit B1: "Amendment 1 – Project Design Budget Summary."

**I. Basic Services**

| | Scope Item – Post Oak WWTP Improvements | Fee |
|---|---|---|
| A | Preliminary Design | $ 1,083,059 |
| B | Equipment Preselection | $ 346,557 |
| C | CMAR Coordination | $ 337,530 |
| D | Final Design | $ 4,143,375 |
| E | PM & Meetings | $ 1,109,023 |
| F | Regulatory & Permitting | $ 137,274 |
| **Total Basic Services Amendment No. 1:** | | **$ 7,156,818** |

**II. Special Services**

| | Scope Item – Post Oak WWTP Improvements | Fee |
|---|---|---|
| G | Construction Administration | $ 4,000,000 |
| H | Support Services - Geotech, Survey, SUE | $ 213,113 |
| **Total Special Services Amendment No. 1:** | | **$ 4,213,113** |

---

**TOTAL AMENDMENT NO. 1 NOT TO EXCEED (LUMP SUM) $ 11,369,931**

The contract completion date shall be extended to March 31, 2026.
[Rest of page left intentionally blank]

This Amendment No. 1 shall be effective on the date it is executed by the last party to execute it. The OWNER and ENGINEER hereby agree to amend the Proposed Fees section of this Original Agreement to read as follows:

**Proposed Fees**

Engineer shall be compensated on the following lump sum basis. Additional Services shall be performed based on the attached 2023 rate schedule.

| **Basic Services** | **Fee** |
|---|---|
| Wastewater Treatment and Water Reuse Master Plan | $ 1,488,011 |
| Amendment 1 -Post Oak WWTP Improvements | $ 7,156,818 |
| **Total Basic Services:** | **$ 8,644,829** |

| **Special Services** | **Fee** |
|---|---|
| Wastewater Treatment and Water Reuse Master Plan | $ 585,000 |
| Amendment 1 – Post Oak WWTP Improvements | $ 4,213,113 |
| **Total Special Services:** | **$ 4,798,113** |

| | |
|---|---|
| **TOTAL NOT TO EXCEED (LUMP SUM)** | **$ 13,442,942** |

The parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Original Agreement and acknowledge and agree that the Original Agreement remains in full force and effect, except as amended in this Amendment No. 1. To the extent that any provision contained herein conflicts with the Original Agreement, the provision contained herein shall supersede such conflicting provision contained in the Original Agreement. This Amendment No. 1 and the Original Agreement contain the entire agreement of the parties with respect to the matters contained herein. This Amendment No. 1 may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

**[Rest of page left intentionally blank]**

EXECUTED in three (3) counterparts (each of which is an original) on behalf of ENGINEER shown below, and on behalf of the OWNER by its City Manager (thereunto duly authorized) this 12 day of May, 2023.

**OWNER:**
**CITY OF SHERMAN, TEXAS**

Robby Hefton, City Manager

**ENGINEER:**
**PLUMMER ASSOCIATES, INC**

Ellen McDonald, Principal

**ATTEST:**

Linda Ashby
City Clerk

**ATTEST:**

**APPROVAL RECOMMENDED:**

Wayne E. Lee, P.E., CFM / Director Engineering

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

BY:
NAME: Ryan D. Pittman
CITY ATTORNEY

## CORPORATE ACKNOWLEDGMENT

**THE STATE OF TEXAS** §
§
**COUNTY OF** TARRANT §

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

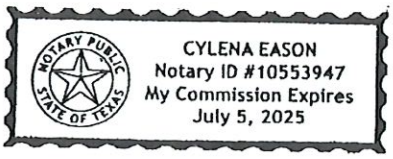
**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this the 30 day of March, A.D. 2023.

Cylena Eason

Notary Public In and For Tarrant County, Texas

My Commission Expires:

July 5, 2025



# EXHIBIT A1
# AMENDMENT NO. 1 - SCOPE OF SERVICES

## PROJECT DESCRIPTION

The City has selected Plummer Associates, Inc. (Plummer) to provide engineering consulting services for planning, design and construction administration associated with the wastewater treatment and water reuse facilities needed to support the Texas Instruments (TI) semiconductor chip manufacturing facility expansion and continued growth of the industrial and domestic wastewater system in the City. Phase 1 of this effort, master planning services, is ongoing and includes data analysis and wastewater process modeling. Results from preliminary modeling indicate that the increases in industrial wastewater (from the TI facility and the GlobalWafer facility) flows and loads, in conjunction with projected increases in domestic wastewater flows, may exceed the capacity of the Post Oak WWTP as early as 2025. To complete an expansion of the Post Oak facilities in 2025, the initial design, acquisition of long-lead equipment, and procurement of a construction manager at risk (CMAR) need to begin and proceed concurrently with the completion of the master plan project. This Phase 2 scope of services includes the following tasks specifically associated with the Post Oak WWTP expansion:

- Preliminary Design
- Equipment Preselection
- Construction Manager at Risk (CMAR) Coordination
- Final Design
- Meetings, Workshops, and Project Management
- Regulatory & Permitting
- Construction Administration
- Support Services (e.g. Survey, Geotech, Subsurface Utility Engineering)

## I. ASSUMPTIONS

**A.** Size facilities at Post Oak for 2025 flows and loads (less than 16 mgd).
**B.** Beyond 2025 flows and loads (by 2026) additional facilities will be brought online, likely as a dedicated Industrial Wastewater Treatment Plant with location to be determined.
**C.** CMAR approach will be utilized for both facilities.
**D.** This amendment is for design and construction phase services of the Post Oak WWTP and does not include the Industrial Treatment Plant facilities.
**E.** A separate amendment will be developed for the Industrial Treatment Plant discharge permit efforts. The permit could be associated with a new location or an amendment to existing permit.
**F.** The Post Oak facilities will be designed to treat wastewater flows and loads through 16 MGD of projected industrial and municipal contributions to meet the current discharge permit requirements.

G. Solids disposal is assumed to be via landfill.
H. The Post Oak facility design will consider 210 reuse potential, cooling water reuse, and reuse via discharge that flows to a downstream reservoir, but it will not reflect or include any advanced treatment (TDS treatment, advanced oxidations, adsorption, etc).
I. Major equipment will have early procurement packages based on equipment pre-selection. Front end documents for pre-selection to be coordinated with CMAR.
J. Initial Conceptual Opinion of Probable Construction Cost (OPCC) will be developed by the Design Engineer for the Post Oak facility improvements. A cost model will be prepared by the Construction Manager at Risk (CMAR). Engineer will provide an updated OPCC at the 60% and 90% design milestones.
K. The construction of the electrical upgrades currently under design under a separate contract for the Post Oak WWTP will be included in the work performed for this project:

## II. TASK SUMMARY, BASIC SERVICES

### A. TASK A: PRELIMINARY DESIGN

a. Evaluate and select an approach for the additional facilities by considering the following three alternatives:
   i. Conventional treatment within the footprint of the existing process facilities (i.e. adding new basins adjacent to the existing basins).
   ii. Conventional treatment train located south of Post Oak Rd. that could be incorporated into the process train of a future industrial facility.
   iii. Conversion of the existing process to an integrated fixed film activated sludge (IFAS) - or other similar technology. If this alternative is selected as the preferred approach, new basins for primary clarifiers, aeration basins, and final clarifiers may not be required for treating the flows and loads in 2025.
b. Perform Post Oak Wastewater Treatment Plant preliminary and process design for the following facilities:
   i. Primary Clarifiers (PC) – rehab existing PC3 and design new PC4. Evaluate chemical addition to support silica removal. Provide odor control for the primary clarifier weir areas. PC4 may not be required for IFAS alternative.
   ii. Daily Flow Equalization Basin – new basin with mixing. Assumes the existing basin is reserved for wet weather – peak flow storage.
   iii. Equalization Basin Blower Building – rehab existing blower building and mixing for the existing EQ/Peak Storage basin.
   iv. Anaerobic/Anoxic Basins – Demolish Trickling Filters and construct new basins at that location for the purpose of improving biological system performance.

v. Aeration Basins (AB) – new ABs or modified ABs for IFAS. Evaluate increasing air supply to existing ABs.
vi. Blowers for new AB – Evaluate increasing air to existing ABs and air to new AB.
vii. Biological Clarifier – new Biological Clarifier if required.
viii. RAS for anoxic zone/WAS for new Biological Clarifier and Primary sludge for new Primary Clarifier if required. Evaluate new sludge pump station for PC3 & PC4 if required.
ix. Disc Filters – new filters for 16 MGD design flow and the associated peak flowrate, design will include considerations Biological Clarifier loadings, reuse potential, and silica removal.
x. Grit Building – NFPA improvements per Condition Assessment.
xi. UV and Headworks Lift Station (HLS) – No improvements are identified for this project. The capacity of the system will be evaluated during preliminary design.
xii. WAS Thickening – Add thickener w/polymer system, feed pump and thickened sludge pump.
xiii. Anaerobic Digester (AD) – Rehabilitate two (2) ADs per Condition Assessment with mixing system and auxiliary facilities. Evaluate the capacity of the dewatering system. No improvements to the solids dewatering capacity are assumed for this phase of the project.
xiv. Raw Wastewater Pump Station, Bar Screens, Fine Screens and Grit Removal Units, and dewatering equipment – No capacity improvements are identified for these facilities. The capacity of the existing facilities will be evaluated during preliminary design.

c. Develop liquids and solids process drawings based on above scope. Include process design information. Develop liquids and solids mass balance and incorporate recycle streams into liquids process. Utilize biological model results developed in the master plan project.
d. Develop P&ID's, Operating and Control descriptions, and equipment lists for above facilities. Up to 25 P&ID's are estimated.
e. Develop equipment list with electrical loads. Coordinate electrical loads with the ongoing electrical rehabilitation project.
f. Develop preliminary sizing and layouts for facilities in above list. Determine new buildings needed for mechanical equipment and electrical equipment. The City will provide input on building space criteria for operations and maintenance.
g. Develop Piping Schedule with pipe sizes and materials for all piping systems based on process and peak flow capacities.
h. Develop Site Plan based on above facilities with roads, parking areas, and drainage concepts.

i. Perform hydraulic modeling for the plant and develop a hydraulic profile drawing. Assess flow splitting for new facilities. Develop system head curves for each modified pump station and perform pump selections. Determine piping sizes and materials. Develop plant drain and plant water schematics.
j. Perform alternative evaluations for the following items – other facility's equipment will be designed to match existing facilities.
    i. Blowers for Aeration Basins (Turbo vs Multi-stage vs Single stage)
    ii. Cloth Disc Filters (Four manufacturers)
    iii. Anaerobic Digester – mixing system, gas utilization
k. Prepare Preliminary Design Report
    i. Include wastewater flow, concentration, and load analysis from Master Plan.
    ii. Include biological model inputs, results, and assumptions from Master Plan.
    iii. Incorporate other selected Immediate and Near-term improvements recommended in the Condition Assessment.
    iv. Assist City with the phasing of improvements in coordination with the funding available for improvements.
l. Prepare Basis of Design Memorandum.

**Deliverables**: *Draft and Final Preliminary Design Report*

## B. TASK B: EQUIPMENT PRESELECTION

a. In conjunction with Task C below, develop up to four equipment preselection or early procurement front-end document packages in coordination with City and CMAR to assist in obtaining equipment proposals for up to 13 equipment packages, including the following equipment. Additional packages may be added to the list based on input from the CMAR relative to market conditions at the time of design.
    i. Preselection Package:
        a. Primary clarifier mechanisms
        b. Precast Wire Wound Prestressed Concrete Tanks
        c. Aeration Blowers
        d. Electrical Switchgear
        e. Variable Speed Drives
        f. Mixing system for EQ Basin
        g. Mixing system for Anoxic Basins
        h. Mixing system for Sludge Storage Tanks
        i. Sludge Pumps (Centrifugal)
        j. Sludge Pumps (Positive Displacement)
        k. Mixing system for Digesters.

l. Programmable Logic Controller (PLC) Panels

b. Develop equipment specifications for above equipment items. Develop performance requirements and information necessary for evaluation of proposals.
c. Assist the City and CMAR during advertisement of equipment proposals. Respond to requests for information and prepare addendum items.
d. Attend prebid meeting and proposal evaluation meeting with the City.
e. Perform proposal reviews for conformance with the specifications and contract documents.
f. Prepare proposal review summary and selection recommendation letters for each equipment item.
g. Prepare notice of award letters and notice to proceed for shop drawing preparation and coordinate award with the CMAR.
h. Incorporate preselected equipment in the plans and specifications for the expansion.

**Deliverables:** *Preprocurement Packages, RFI Response Documents, Proposal Review Summaries, Vendor Recommendation Letters, Notice of Award/Notice to Proceed Letters, Meeting Minutes, Decision Logs.*

## C. TASK C: CMAR COORDINATION, EARLY OUT PACKAGES/SEQUENCING

a. It is the City's intent based on Engineer's recommendation to deliver the Project using the CMAR delivery method. The CMAR will be initially contracted to provide pre-construction phase [Design Phase] services, including but not necessarily limited to the following efforts:

i. CMAR will develop and progressively update a detailed "open book" cost model based on current market conditions to confirm budgets and help guide design decisions.

ii. CMAR will develop a construction management plan and schedule in advance of construction.

iii. CMAR will perform evaluations of cost, constructability, schedule, materials availability, etc. to be included in alternative system evaluations and provide constructability reviews.

iv. CMAR will develop long-lead procurement strategies, including the pre-selected equipment, and initiate early procurement of these long-lead items in conjunction with Task B above).

v. CMAR will provide any potholing or laser scanning activities required to support development of accurate design information, as identified by the Engineer.

vi. CMAR will assist in the design and construction phase permitting processes, as required.

vii. CMAR will provide procurement services for selection of key subcontractors and suppliers.

viii. CMAR will develop a guaranteed maximum price (GMP) for construction for City review and consideration.

b. Assuming City acceptance of the GMP, the CMAR will then provide all services required of a general contractor, including self-performance and subcontractor procurement and management, during subsequent construction and post-construction phases of the Project.

c. The relationship between the CMAR and Engineer is intended to be collaborative and proactive, with both participating as advisors to the City during the pre-construction phase [Design Phase]. It is the City's desire and Engineer's recommendation to incorporate a contractor's perspective and input into the Project planning and design decisions, and to leverage the ability for early procurement and phased construction prior to full completion of design.

d. CMAR Design Phase – The following tasks define the specific efforts to be performed and completed by the Engineer during the pre-construction phase [Design Phase] of the Project.

i. Cost Model and GMP Review.

a. Coordinate with CMAR, Program Manager, and City to provide input and information on materials, appurtenances and other major capital cost items throughout design phase. Review and comment on the initial cost model and subsequent cost model updates (based on 60% and 90% design submittals) developed by CMAR. Cost review activities will include a review of direct and indirect costs, CMAR fee and CMAR contingency; review supplier and subcontractor quotes and request supplemental quotes, as necessary; compare costs with other applicable projects; and perform review of risk analysis model and/or cost contingencies developed by the CMAR. Indirect costs included in the CMAR cost model will include applicable general conditions and general requirements, bonds, insurance and sales tax. Using the cost models and GMP(s) as the basis for the total construction cost(s), coordinate with the City and program manager regarding additional City administrative costs, engineering fees,

construction administration and inspection fees, and (if applicable) City contingency to develop a Total Construction Cost Estimate (TCCE).

b. A parallel opinion of probable construction cost will be prepared by the Engineer at the 60% and 90% design milestones. Written recommendation(s) to City regarding opinion of GMP(s) acceptance (Electronic format only) will be provided by the Engineer.

e. Early Procurement Activities: Coordinate with CMAR and City to develop an equipment and materials procurement plan, including identification of items to be selected and/or procured early based on "best value" or low-bid strategies, and define the parameters associated with "best value" selection as applicable. For those items selected for early procurement, specify the acceptable manufacturers, and identify associated Bid Document requirements and incorporate into the preselected equipment packages.

i. Coordinate with CMAR to develop the preselection equipment packages and supporting design drawings for early procurement of major long-lead equipment items with the specific acceptable manufacturers. Coordinate with CMAR as part of the bidding process and prepare any addenda as required. Assist the City and CMAR with the review of the supplier proposals and bid packages and the subsequent selection process.

ii. CMAR shall be responsible for the packaging of front-end documents, technical specifications and applicable design drawings developed by Engineer; submittal of packages to applicable manufacturers and/or vendors; coordination of vendor proposals; pre- selection of equipment and appurtenances (with City and Engineer input); delivery of detailed design criteria and documents of selected equipment to Engineer for further use and incorporation into detailed design documents; and coordination of delivery, storage, and payment of procured items accordingly.

iii. Early Procurement Design Document Packages (Electronic "PDF" format only) will be provided by the Engineer. Eight "early-out" packages are included in this scope of service.

f. General CMAR Coordination: In addition to efforts above, general coordination with CMAR during the pre-construction phase [Design Phase] will include, but not necessarily be limited to:

i. Coordination with City and Program Manager regarding development of the CMAR Construction and/or Post- Construction Phase contract and applicable City front-end documents and Engineer's Division 1 specifications.

ii. Soliciting input from CMAR during design development as appropriate.

iii. Coordinating any potholing or laser scanning activities by the CMAR required to support accurate development of design documents.

iv. Providing input to construction management plan and schedule development.

v. Evaluating alternative systems and materials proposed or suggested by CMAR.

vi. Responding to constructability review comments.

vii. Providing input to Maintenance of Plant Operations (MOPO) plan and schedule; and

viii. Attending subcontractor pre-selection meetings conducted by CMAR as appropriate.

ix. *NOTE: Should the City be unable or unwilling to accept the CMAR GMP and instead decide to procure and deliver the Project using a traditional "design-bid-build" delivery method, subsequent modifications to the front-end documents, technical specifications, and associated design drawings specifically applicable to the City delivery method will be handled under Additional Services, if desired by the City. Additional services for bidding, including preparation of Bid Document sets, participation on a pre-bid conference, responding to Bidder questions, preparing applicable addenda, attendance at the Bid opening, assistance in evaluation of Bids, and participation in a pre-construction conference with the selected General Contractor will also be handled under Additional Services, if desired by the City.*

g. CMAR Advertisement/Selection Phase: Provide assistance and support City and Program Manager in selecting a CMAR.

i. Request for Qualifications: The Engineer shall review the CMAR Request for Qualifications (RFQ) document as part one of the two-step CMAR procurement process. This task includes one (1) coordination meeting with City to finalize the documents and establish minimum contractor qualifications.

ii. Request For Proposals: The Engineer shall review the CMAR Request For Proposals (RFP) document and scoring rubric as part two of the two-step CMAR procurement process. This task includes one (1) coordination meeting with City to

finalize the documents and establish selection criteria by which to evaluate the submitted CMAR proposals.

iii. Selection Assistance: The Engineer shall provide City technical assistance for the two-step CMAR procurement process to support City in the review and selection of the CMAR. This task includes one (1) coordination meeting with City to review the scoring of submittals.

iv. Contract Development: The Engineer shall review the CMAR contract document using the Engineers Joint Contract Documents Committee (EJCDC) contract template as a basis. This task includes one (1) coordination meeting with City to review the documents. City will provide legal review of the contract documents and provide the Engineer with any applicable legal opinions needed during the contract development process.

v. Negotiation Assistance: The Engineer shall provide assistance in negotiations for the initial CMAR contract. This task includes one (1) negotiation meeting with the City and CMAR.

**D. TASK D: FINAL DESIGN**

a. Based on the Preliminary Design, Equipment Preselection, and Coordination with the CMAR, the Engineer shall prepare for approval by the City Drawings and Specifications that set forth in detail the requirements for the construction of the Project and comply with applicable laws, statutes, ordinances, codes, and regulations.

b. Contract Documents: The Engineer shall assist the City and CMAR in preparation of necessary bidding information, bidding forms, the conditions of the contract, and the form of agreement between the City and general contractor. Engineer will use the City's "front-end" documents for the Project. Engineer will use the Engineer's technical specifications.

c. Opinion of Probable Construction Cost: The Engineer shall provide updates to the opinions of cost prepared during preliminary design and compare it with the opinion of cost prepared by the CMAR prior to early out packages and at the 60-percent and 90-percent phases.

d. Submit plans, specifications, and contract documents to the applicable federal and state agency(s) for approval, where required.

e. Coordinate with utility companies and furnish such information necessary to utility companies whose facilities may be affected, or services may be required for the Project.

**Deliverables**: *60%, 90% and 100% (Issued for Construction/IFC) documents, Engineer review comments on CMAR cost estimates, meeting minutes, decision logs*.

## E. TASK E: MEETINGS AND WORKSHOPS AND PROJECT MANAGEMENT

a. Meetings and Workshops:

i. Schedule and direct regular coordination meetings with the design team to coordinate project task assignments, action items, and to prepare for progress meetings with the City. Engineer will maintain an Action Item Log and Decision Log to monitor project activity. Coordinate with subconsultants to confirm all project elements are compatible, integrated, and meet City performance requirements.

ii. Schedule and direct progress weekly meetings with the City, Program Manager, and design team to review and discuss design development progress with plant operations staff, discuss deliverable status, schedule, outstanding action items, and decisions made. Coordinate with the selected CMAR contractor during progress meetings. Engineer will prepare draft meeting minutes to include action lists and decision lists.

iii. QC Review Meetings: plan and participate in two internal QC meetings with the design team. The meetings will be held at approximately the 60 percent and 90 percent project completion stages. Review Workshops: Plan and participate in two (2) review workshops with the design team, Program Manager, and City to review the 60 percent and 90 percent deliverables.

b. Project Management:

i. Project administration will include but not be limited to developing and implementing a project management plan; tracking and managing internal schedules of work; monitoring and addressing issues related to the scope of work, budget and deliverables; preparing and processing monthly billings; providing labor resources necessary to fulfill scoped work; scheduling and participating in quality control reviews; and providing updates to the City on a regular basis. A standard monthly invoice and progress reports will be prepared for all services.

## F. TASK F: REGULATORY & PERMITTING

a. Coordinate with ongoing permitting projects and comply with any applicable state and local limits.

b. Coordinate with the City, CMAR, Program Manager and the TCEQ to expedite review and approval of design packages. This coordination will require both formal and informal meetings, by phone, virtual "MSTEAMS" meetings or in-person meetings. This activity includes the following tasks:

c. Coordination with City and Program Manager

   i. Meet with the City and Program Manager at the initiation of the project and, at the discretion of the City and Program Manager, periodically during the duration of the project. The purpose of the initial meeting is to present the regulatory approach for coordinating with the TCEQ and obtaining approval of the plans and specifications. Subsequent meetings will be conducted to discuss status of approvals and to prepare for meetings with the TCEQ. Meetings may be convened either by phone, MS, Teams or in-person. In-person meetings will occur at the City's offices.

d. Coordination with TCEQ

   i. Prepare for and attend one review meeting with the TCEQ's Plan Review Team in Austin. The TCEQ review meeting will be held when the process design for the new facilities is approximately 90% complete and will include a review of the project design criteria, projected wastewater flow and load increases, and potential variances to TCEQ design criteria for wastewater treatment plants. The purpose of the meeting will be to inform TCEQ of the treatment plant improvement scope and schedule, and prepare the TCEQ for an unconventional project delivery method (CMAR) of the facilities.

   ii. The scope of work also includes up to four (4) additional coordination meetings with the TCEQ during the design and construction phases corresponding with the CMAR's phases of construction (e.g. facilities requiring early completion, facilities requiring normal completion, and the remaining facilities). The purpose of the review meetings is to coordinate and answer questions related to the design packages and the overall schedule of the construction project. Meetings will be convened either by phone, MS Teams, or in person. In-person meetings will be convened at the TCEQ offices in Austin.

e. Coordination with the CMAR

i. Prepare for and attend periodic meetings with the CMAR to coordinate regulatory approval for construction. Meetings will be convened either by phone, MS Teams, or in-person. Coordinate meetings with the City and Program Manager.

**Deliverables:** *Meeting agendas, draft meeting notes, revised meeting notes.*

## III. TASK SUMMARY, ADDITIONAL SERVICES

### G. TASK G: CONSTRUCTION ADMINISTRATION

a. General Construction Administration Phase services

i. The scope of Construction Administration Services is based on a construction timeframe of twenty-four (24) months from construction Notice to Proceed to construction substantial completion and thirty (30) months from construction Notice to Proceed to construction final completion.

ii. Construction Phase duties, responsibilities, and limitations of the ENGINEER shall not be restricted, modified, or extended without agreement of the City and Engineer in writing.

iii. The City's approval, acceptance, use of, or payments for all or any part of Engineer's services hereunder or the Project itself shall in no way alter the Engineer's obligations to the City's rights herein.

iv. The Engineer shall be a representative of and shall advise and consult the City during construction. The Engineer shall have the authority to act on behalf of the City only to the extent provided in this Agreement, unless otherwise modified by written instrument.

b. Engineer's Personnel at the Construction Site

i. The presence and duties of Engineer 's personnel at a construction site, whether as onsite representative or otherwise, do not make the Engineer or its personnel in any way responsible for those duties that belong to the City and/or construction contractors or other entities, and do not relieve the construction contractors or any other entity from their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the contract documents and any health and/or safety precautions related to such construction work.

ii. Engineer and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health and/or safety precautions related to such work and have no duty for inspecting, noting, observing, correcting, or reporting on health and/or safety deficiencies of the construction contractors or other persons at the site except Engineer 's own personnel.

iii. The presence of the Engineer 's personnel at a construction site is for the purpose of providing the Engineer and the City a greater degree of confidence that the completed work will conform generally to the contract documents and that the integrity of the design concept, as reflected in the contract documents, has been implemented and preserved. The Engineer neither guarantees the performance of any construction contractor nor assumes responsibility for contractor's failure to perform the work in accordance with the contract documents.

c. Internet-based Construction Management

i. The Engineer will provide, for use by the City and the selected contractor, an internet-based construction management system, including the following items:

ii. Establish and maintain the project construction management system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process.

iii. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.

d. Pre-Construction Conference

i. The Engineer shall conduct a pre-construction conference for the Project. Meeting shall be conducted with the City and contractor at the City's facility. At a minimum, the following items will be discussed at the pre- construction conference:

a. The construction schedules prepared by the contractor;

b. Schedule of values and payment procedures and schedules;

c. Designation of key personnel and their duties; and

d. Procedures for the construction administration of the Project.

e. Construction Progress Meetings

i. The Engineer 's project manager and project engineer will participate in monthly construction progress meetings for the Project.

ii. The Engineer will prepare and distribute agendas and meetings notes for each meeting.

iii. Additional site visits beyond those listed will be a Special Service and the Engineer shall be entitled to additional compensation.

f. Shop Drawings and Submittal Review

i. The Engineer will review samples; catalog data; schedules; shop drawings; laboratory, shop, and mill tests of materials and equipment; and other data pursuant to the general conditions of the construction contract. Review quality related documents provided by the contractor such as test reports, equipment installation reports, or other documentation required by the construction contract documents. This review is for the benefit of the City and covers only general compliance with the information given by the construction contract documents. This review does not relieve the contractor of any responsibilities such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect the workers and the public, or the necessary to construct and complete a workable facility in accordance with the construction contract documents.

ii. The fee is based on review of up to five hundred (500) submittals.

iii. Additional submittal reviews beyond those listed will be a Special Service and the Engineer shall be entitled to additional compensation.

g. Requests for Information

i. The Engineer will interpret the intent of the plans and specifications and respond to requests for information (RFIs) for the City and contractors.

ii. The fee is based on processing up to four hundred (400) RFIs.

iii. Additional RFI responses beyond those listed will be a Special service and the Engineer shall be entitled to additional compensation.

h. Contract Modifications

i. The Engineer will review contract modification request (CMRs) and prepare proposed contract modifications (PCMs) for items identified during construction that are necessary or requested by the City or contractor but are not in accordance with the construction documents.

ii. The Engineer will prepare documentation for construction modifications required to implement modifications in the design of the Project.

iii. The fee is based on processing up to a total of one hundred twenty (120) CMRs, PCMs, and field/change orders.

iv. Additional contract modifications beyond those listed will be a Special service and the Engineer shall be entitled to additional compensation.

v. Investigations, analyses, studies, or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the City are a Special Service. Substitutions of materials or equipment or design modifications requested by the City are a Special Service and the Engineer shall be entitled to additional compensation.

i. Pay Estimates

i. The Engineer will review and comment on a maximum of thirty (30) estimates for payment to contractor, pursuant to the general conditions of the construction contract. Recommendations by the Engineer to the City for periodic construction progress payments to the construction contractor will be based on the Engineer's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent: that continuous or detailed examinations have been made by the Engineer to ascertain that the construction contractor has completed the work in exact accordance with the contract documents; that the final work will be acceptable in all aspects; that the Engineer has made an examination to ascertain how or for what purpose the construction contractor has used the monies paid; that title to any of the work, materials, or equipment passed to the City free and clear of liens, claims, security interested, or encumbrances; or that there are no other matters at issue between the City and the construction contractor that affect the amount that should be paid.

j. Substantial and Final Review

i. The Engineer will conduct, in the company of the City's representative, a substantial completion review for the project for conformance with the design concept of the project and general compliance with the contract documents and provide a list of deficiencies to the contractor. Three (3) interim phase and one overall substantial review site visits are anticipated.

ii. The Engineer will conduct, in the company of the City's representative, a final review for the project for conformance with the design concept of the project and general compliance with the contract documents, verify that items identified on the deficiency list from the substantial completion review have been completed, and make recommendation for final payment to the contractor. Three (3) interim phase and one overall final review site visits are anticipated.

k. Record ("As-Built") Drawings

i. The contractor will provide to the Engineer red-line drawings for use in the development of the record drawings. In the event that the contractor does not provide adequate red-line drawings and the Engineer must develop the record drawings based on in-depth investigation and research will be considered a Special Service.

ii. The Engineer will revise the construction drawings in accordance with the information furnished by the contractor reflecting changes to the project made during construction. Record drawings are defined as the drawings produced by the Engineer's modifications to the original design drawings to reflect the changes during the construction.

iii. The Engineer prepare record drawings, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed.

iv. The Engineer is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

v. Record drawings for the project will be issued by the ENGINEER within sixty (60) days after the comments and markups are provided by the contractor, and the City.

vi. The Engineer will provide the City with digital copies in Adobe PDF on compact disc five (5) half-sized (11" x 17") sets of plans (bound, bond), and two (2) full-

sized (22" x 34") sets of plans (bound, bond) to the City. No technical specification books will be provided.

## H. TASK H: SUPPORT SERVICES – SURVEY, SUE, AND GEOTECH (IF NEEDED FOR EXISTING SITE)

a. Surveying Services: Engineer with coordinate surveying services for the following:

   i. Engineer will provide and coordinate land survey at location for the WWTP sites as required to perform the design.

   ii. The survey will base horizontal and vertical control on the treatment plant benchmark coordinates and datum. Survey measurements will be based on NAD 83 state plane coordinates.

   iii. Survey will produce a topographical survey of project area to map utilities and existing structures. The survey will include contours shown at one-foot intervals, plotted locations of structures, paving, visible improvements, and utility information based on surface evidence.

   iv. CCTV inspection of the biological clarifier effluent piping.

b. Geotechnical Engineering: Engineer will coordinate and subcontract Geotechnical services for the collection and analysis of up to twelve (12) locations and provide a geotechnical report for foundation design recommendations.

c. Subsurface Utility Engineering

   i. Engineer will perform up to twenty (15) nondestructive SUE Quality Level A "locates" of up to 15 feet deep for use within the project construction limits.

**EXHIBIT B1**

**AMENDMENT NO. 1 - PROJECT DESIGN BUDGET SUMMARY**

## I. Basic Services

| | Scope Item | Fee (Lump Sum) |
|---|---|---|
| A | Preliminary Design | $ 1,083,059 |
| B | Equipment Preselection | $ 346,557 |
| C | CMAR Coordination | $ 337,530 |
| D | Final Design | $ 4,143,375 |
| E | PM & Meetings | $ 1,109,023 |
| F | Regulatory & Permitting | $ 137,274 |
| **Total Basic Services Amendment No. 1:** | | **$ 7,156,818** |

## II. Special Services

| | Scope Item | Fee |
|---|---|---|
| G | Construction Administration | $ 4,000,000 |
| H | Support Services - Geotech, Survey, SUE | $ 213,113 |
| **Total Special Services Amendment No. 1:** | | **$ 4,213,113** |

| | |
|---|---|
| **TOTAL AMENDMENT NO. 1 NOT TO EXCEED (LUMP SUM)** | **$ 11,369,931** |

**EXHIBIT B1**
**PLUMMER ASSOCIATES, INC.**
**HOURLY FEE SCHEDULE**
**2023**

| Staff Description | Staff Code | Range of Billing Rates |
|---|---|---|
| Admin Staff | A1-A3 | $ 85.00 - $ 115.00 |
| Senior Admin Staff | A4 | $ 100.00 - $ 125.00 |
| Designer/Technician | C1-C2 | $ 80.00 - $ 120.00 |
| Designer/Technician III | C3 | $ 110.00 - $ 140.00 |
| Senior Designer/Technician | C4 | $ 130.00 - $ 180.00 |
| Engineer/Scientist Intern | ES0 | $ 50.00 - $ 95.00 |
| Engineer-in-Training/Scientist-in-Training | ES1-ES2 | $ 95.00 - $ 150.00 |
| Engineer-in-Training/Scientist-in-Training III | ES3 | $ 100.00 - $ 170.00 |
| Project Engineer/Scientist | ES4 | $ 120.00 - $ 190.00 |
| Senior Project Engineer/Scientist | ES5 | $ 135.00 - $ 210.00 |
| Project Manager | ES6 | $ 180.00 - $ 290.00 |
| Senior Project Manager | ES7 | $ 220.00 - $ 300.00 |
| Principal I | ES8 | $ 275.00 - $ 350.00 |
| Principal II | ES9 | $ 325.00 - $ 430.00 |
| Electrical Engineer in Training I | EE1 | $ 95.00 - $ 130.00 |
| Electrical Engineer in Training II | EE2 | $ 110.00 - $ 150.00 |
| Electrical Engineer in Training III | EE3 | $ 130.00 - $ 180.00 |
| Electrical Specialist | EE4 | $ 150.00 - $ 210.00 |
| Programmer | EE5 | $ 165.00 - $ 240.00 |
| Programmer II | EE6 | $ 170.00 - $ 260.00 |
| Senior Electrical Engineer | EE7 | $ 260.00 - $ 330.00 |

**RESOLUTION NO. 7244**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PLUMMER ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR DESIGN OF THE WASTEWATER TREATMENT AND WATER REUSE MASTER PLAN PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute Amendment No. 2 to the Professional Services Agreement with Plummer Associates, Inc. for engineering services for the design of the Wastewater Treatment and Water Reuse Master Plan Project, 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 16th day of January 2024.

**CITY OF SHERMAN, TEXAS**

**ATTEST:**

**BY:** Linda Ashby
**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**

## AMENDMENT NO. 2

TO THE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES BETWEEN THE CITY OF SHERMAN ("OWNER") AND PLUMMER ASSOCIATES, INC. ("CONSULTANT") FOR THE WASTEWATER TREATMENT AND WATER REUSE MASTER PLAN PROJECT

Dated June 6, 2022 ("Original Agreement")

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This Amendment No. 2 serves to increase the original contract fees under the Original Agreement ($2,073,011) and Amendment No. 1 (11,369,931) based on the following **changes** to the project scope as detailed in the attached Exhibit A2: "Amendment 2 - Scope of Services." The new total professional services shall now be $ 21,917,189.

The contract amount under the Original Agreement and Amendment No. 1 shall be increased by a fee not to exceed $ 8,474,247 as presented in the attached Exhibit B2: "Amendment No. 2 – Project Design Budget Summary."

### I. Basic Services (Lump Sum)

| | Scope Item – South WWTP MBR Design & Construction Services | Fee |
|---|---|---|
| A | Preliminary Design | $ 566,044 |
| B | Equipment Preselection | $ 566,845 |
| C | CMAR Coordination | $ 313,282 |
| D | Final Design | $ 3,521,542 |
| E | PM & Meetings | $ 257,627 |
| F | Regulatory & Permitting | $ 0 |
| **Total Basic Services Amendment No. 2:** | | **$ 5,225,340** |

### II. Special Services (Time & Materials)

| | Scope Item – South WWTP MBR Design & Construction Services | Fee |
|---|---|---|
| G | Construction Administration Services | $ 302,407 |
| H | Support Services - Geotech, Survey | -$ 53,500 |
| I | Construction Management and Resident Project Representative Services (through first 12 months of construction) | $ 3,000,000 |
| **Total Special Services Amendment No. 2:** | | **$ 3,248,907** |

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**TOTAL AMENDMENT NO. 2 NOT TO EXCEED** **$ 8,474,247**

This Amendment No. 2 shall be effective on the date it is executed by the last party to execute it. The OWNER and CONSULTANT hereby agree to amend the Proposed Fees section of this Original Agreement to read as follows:

**Proposed Fees**

Consultant shall be compensated on the following lump sum basis. Special and Additional Services shall be performed based on the rate schedule included in the Original Agreement.

| **Basic Services** | **Fee** |
|---|---|
| Wastewater Treatment and Water Reuse Master Plan | $ 1,488,011 |
| Amendment 1 - Post Oak WWTP Improvements | $ 7,156,818 |
| Amendment 2 - South WWTP – MBR | $ 5,225,340 |
| **Total Basic Services:** | **$ 13,870,169** |

| **Special Services** | **Fee** |
|---|---|
| Wastewater Treatment and Water Reuse Master Plan | $ 585,000 |
| Amendment 1 – Post Oak WWTP Improvements | $ 4,213,113 |
| Amendment 2 – South WWTP – MBR | $ 3,248,907 |
| **Total Special Services:** | **$ 8,047,020** |

| | |
|---|---|
| **TOTAL NOT TO EXCEED (LUMP SUM)** | **$ 21,917,189** |

The parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Original Agreement and acknowledge and agree that the Original Agreement remains in full force and effect, except as amended in this Amendment No. 1 and Amendment No. 2. To the extent that any provision contained herein conflicts with the Original Agreement, the provision contained herein shall supersede such conflicting provision contained in the Original Agreement and Amendment No. 1. This Amendment No. 2, the Original Agreement, and Amendment No. 1 contain the entire agreement of the parties with respect to the matters contained herein. This Amendment No. 2 may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

[Rest of page left intentionally blank]

EXECUTED in three (3) counterparts (each of which is an original) on behalf of CONSULTANT shown below, and on behalf of the OWNER by its City Manager (thereunto duly authorized) this 17 day of January, 2024.

**OWNER:**
**CITY OF SHERMAN, TEXAS**

Robby Hefton, City Manager

**CONSULTANT:**
**PLUMMER ASSOCIATES, INC**

Alan E. Davis, P.E., Principal

**ATTEST:**

Linda Ashby
City Clerk

**ATTEST:**

Marshall Plunk, PE
Team Leader

**APPROVAL RECOMMENDED:**

Wayne E. Lee, P.E., CFM / Director Engineering

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

BY: _____

NAME: Ryan D. Pittman

CITY ATTORNEY

## CORPORATE ACKNOWLEDGMENT

**THE STATE OF TEXAS** §
§
**COUNTY OF TARRANT** §

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

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this the 3rd day of January, A.D. 2024.

M RENEE HAILEY
Notary ID #125442706
My Commission Expires
July 20, 2026

M. Renee Hailey

Notary Public In and For Tarrant County, Texas

My Commission Expires:

July 20, 2026

# EXHIBIT A2
# AMENDMENT NO. 2 - SCOPE OF SERVICES

## PROJECT DESCRIPTION

The City has selected Plummer Associates, Inc. (Plummer) to provide engineering consulting services for planning, design and construction administration associated with the wastewater treatment and water reuse facilities needed to support continued growth of the industrial and domestic wastewater system in the City. Phase 1 of this effort, master planning services, is ongoing and includes data analysis and wastewater process modeling. Results from modeling indicate that the increases in industrial wastewater flows and loads, in conjunction with projected increases in domestic wastewater flows, may exceed the capacity of the Post Oak WWTP as early as 2025.

Amendment No.1 included design services for expanding the North Post Oak WWTP, the acquisition of long-lead equipment, and procurement of a Construction Manager at Risk (CMAR). The tasks specifically associated with the North Post Oak WWTP expansion were included in Amendment No. 1. After consideration of additional data and further development of the Master Plan, the decision was made by the City and recommended by Plummer to move forward with a new South Membrane Bioreactor (MBR) treatment train located across Post Oak Road on property owned by the City in lieu of an expanding the conventional process train. Although more expensive than the conventional treatment process, the MBR treatment train would be more suited to the semiconductor industry wastewater and would provide the City with better redundancy and less risk of plant upsets during and after construction.

Amendment No. 2 includes the following tasks and replaces the work for Amendment No. 1 as described below. The fee shown for Amendment No. 2 is in addition to the approved fee for Amendment No. 1. Table 1 at the end of Exhibit A2 provides a summary of the changes between Amendment No. 1 and Amendment No. 2:

- Preliminary Design
- Equipment Preselection
- Construction Manager at Risk (CMAR) Coordination
- Final Design
- Meetings, Workshops, and Project Management
- Regulatory & Permitting
- Construction Services
- Support Services (e.g. Survey, Geotech, Subsurface Utility Engineering)
- Construction Management and Resident Project Representation

## I. ASSUMPTIONS

**A.** Flow from the City's MEMC interceptor will be routed to the South WWTP – MBR

(Membrane Biological Reactor) train. Phase 1 of the South WWTP – MBR will be designed for an annual average flow (AAF) of 4 MGD and peak day flow of 8 MGD.

B. Beyond year 2025 expected flows and mass loading, additional wastewater treatment facilities will be constructed.

C. Semiconductor industries will be ramping up flows from their facilities beginning in 2024. During this interim period prior to the new plant coming on line, the conventional North WWTP will be treating the wastewater from these industries. This project includes some improvements to the conventional train to help process these initial wastewater flows from the industries.

D. The alternative project delivery Construction Manager at Risk (CMAR) approach will be utilized.

E. Both the new MBR train along with the conventional train will operate under the existing TCEQ discharge permit requirements. The 5-year permit will expire in 2025. The permit application is not included in this amendment. The MBR train will be designed with 20% spare capacity.

F. Solids disposal is assumed to be via landfill.

G. The design will consider Chapter 210 reuse potential, cooling water reuse, and reuse via discharge that flows to a downstream reservoir, but it will not include any advanced treatment (TDS treatment, advanced oxidation processes, adsorption, etc). The South treatment plant site will be planned for adding future advanced treatment and the treatment technologies in this project will be suitable pretreatment for those advanced treatment technologies. Chemical feed points will be planned for improving future nutrient removal.

H. Major equipment will have early procurement packages based on equipment pre-selection. Front end documents for pre-selection to be coordinated with CMAR.

I. Initial Conceptual Opinion of Probable Construction Cost (OPCC) will be developed by the Design Engineer for the Post Oak facility improvements. A cost model will be prepared by the Construction Manager at Risk (CMAR). Engineer will provide an updated OPCC at the 60% and 90% design milestones.

J. In the first phase, the plant with use potable water for service water and no plant water pumping will be provided.

K. Stormwater will be routed from the new MBR site into the northwest earthen basin, and the southwest earthen basin will be used for emergency wastewater storage with piping into and out of it from the diversion structure and influent pump station.

L. No odor control treatment is included in this project

## II. TASK SUMMARY, BASIC SERVICES

### A. TASK A: PRELIMINARY DESIGN

a. **Delete** the evaluation of additional convention treatment facilities (Task A.a) and the preliminary design of the conventional treatment processes (Task A.b) of Amendment No. 1.
b. Perform preliminary and process design for the following facilities.
    i. South WWTP – MBR train:
        a. Diversion Structure – Design new diversion structure to collect influent flow from the South Interceptors. Design a parallel raw water diversion pipeline (approximately 1500 LF) from a connection at the western boundary of the City's property to collect influent from the southwest industrial interceptor and Luella interceptor prior to connecting to the southern interceptor (MEMC) pipeline. Design a diversion pipeline from the MEMC pipeline to the diversion structure (approximately 300 LF). The diversion structure will be designed for 32 MGD capacity and have provision for emergency overflow to the existing wet weather basins and to the Post Oak WWTP.
        b. Screening Facility – Design new coarse screening facility (1/4-inch spacing) ahead of the raw wastewater pumps. Channels and screens for 16 MGD will be included in this design.
        c. Influent Pump Station – Design new influent pump station to pump influent flow to the new Preliminary Treatment Unit facility. The pump station will be designed for 8 MGD firm pumping capacity initially and the ability to expand capacity by adding pumps to 32 MGD firm capacity. Design chemical storage, feed equipment, and mixing to provide alkalinity adjustment to the raw wastewater.
        d. Influent Pump Station Electrical Structure – The electrical equipment serving the influent pump station and screening facility will be designed on a slab on grade with canopy cover.
        e. Preliminary Treatment Unit (PTU) Facility – Design new PTU structure to house fine screens (1 mm opening), vortex grit removal, screenings compactor, and grit classifier/washer. The facility will be designed for a peak flow of 8 MGD.
        f. Primary Clarifiers (PC) – No primary clarifiers are included in the design, but the site layout will include space for adding primary clarifiers in the future.
        g. Daily Flow Equalization Basin – Design new 4-million-gallon basin with cover and mixing system. Flow control will be provided with a motor operated valve in a vault. Diversion piping around the basin will be provided with isolation gates at the Headworks facility and valves downstream of the basin.

h. Biological Reactor Basins – Design new basins associated with the MBR facility including mixing for anoxic zones, diffusers for aerobic zones, and new blower building and blowers serving the biological reactor basins and MBR facility. The blower building will included an electrical building serving the blowers and a canopy covered area for the blowers. Design for chemical storage, feed equipment, and mixing to add carbon to the influent wastewater will be provided.

i. Membrane Bioreactor Facility – Design new 4MGD MBR average daily flow (ADF) facility with space planned to immediately expand to 8 MGD.

j. Membrane Support Pipe Gallery and Building – Design membrane basin pipe gallery to house the permeate pumps, WAS pumps, chemical feed, permeate tank, backpulse piping and valves, and clean in place (CIP) piping and valves. Design membrane support building to house HVAC equipment, electrical equipment, restrooms, and operations facilities. Facility shall be designed to house the equipment for 8 MGD.

k. RAS Pumping – Design new RAS pumping facility to support MBRs and biological reactors.

l. Sludge Storage Basin – Design a new tank to store WAS from the MBR facility. The tank will include aeration and pumping facilities to deliver WAS to the existing dewatering building.

ii. Conventional North Post Oak WWTP train:

a. Disc Filters – Design new filters for 10 MGD average flow, design will include considerations for the existing Biological Clarifier loadings.

b. Relift Pump Station – Design new pump station to lift flow to the filter facility at the North Post Oak WWTP.

c. Develop liquids and solids process drawings based on above scope. Include process design information. Develop liquids and solids mass balance, and incorporate recycle streams into liquids process. Utilize biological model results developed in the master plan project.

d. Develop P&IDs, Operating and Control descriptions, and equipment lists for above facilities. Up to 25 P&IDs are estimated.

e. Develop equipment list with electrical loads. Coordinate electrical loads with the ongoing electrical rehabilitation project.

f. Develop preliminary sizing and layouts for facilities in above list. Determine new buildings needed for mechanical equipment and electrical equipment. The City will provide input on building space criteria for operations and maintenance.

g. Develop Piping Schedule with pipe sizes and materials for piping systems based on process and peak flow capacities.

h. Develop Site Plan based on above facilities with roads, parking areas, and drainage concepts.
i. Perform biological modeling for the plant to develop treatment requirements. Up to 24 modeling scenarios will be performed. Develop headworks loadings and constituent mass balances.
j. Perform hydraulic modeling for the plant and develop a hydraulic profile drawing. Assess flow splitting for new facilities. Develop system head curves for each modified pump station and perform pump selections. Determine piping sizes and materials. Develop plant drain and plant water schematics.
k. Perform alternative evaluations for the following items – other facility's equipment will be designed to match existing facilities.
    i. Blowers for the biological reactors (centrifugal vs. positive displacement)
    ii. MBRs (Four manufacturers)
    iii. Cloth Disc Filters (Two manufacturers)
l. Prepare Preliminary Design Report
    i. Include wastewater flow, concentration, and load analysis from Master Plan.
    ii. Include biological model inputs, results, and assumptions from Master Plan.
m. Prepare Preliminary Design Report and submit to TCEQ. Coordinate with TCEQ for approvals using CMAR construction
n. Prepare 30% design drawings and specification list.

**Deliverables:** *Draft and Final Preliminary Design Report, 30% drawings, P&IDs*

## B. TASK B: EQUIPMENT PRESELECTION

a. In conjunction with Task C below, develop up to five equipment preselection or early procurement front-end document packages in coordination with City and CMAR to assist in obtaining equipment proposals for up to 20 equipment packages, including the following equipment. Additional packages may be added to the list based on input from the CMAR relative to market conditions at the time of design.
    i. Preselection Package:
        a. Coarse and Fine Screens
        b. Grit Removal Equipment
        c. Precast Wire Wound Prestressed Concrete Tanks
        d. Bioreactor Mixers, Blowers, and Diffusers
        e. Membrane Bioreactor Equipment
        f. Effluent Filters
        g. Chemical Storage and Feed Equipment
        h. Electrical Switchgear

i. Variable Speed Drives
j. Mixing system for EQ Basin
k. Mixing system for Sludge Storage Tanks
l. Sludge Pumps (Positive Displacement)
m. Influent and Sludge Pumps (Submersible)
n. Programmable Logic Controller (PLC) Panels

b. Develop equipment specifications for above equipment items. Develop performance requirements and information necessary for evaluation of proposals.
c. Prepare opinions of probable construction costs for preselection materials
d. Assist in solicitation of prospective material providers.
e. Assist the City and CMAR during advertisement of equipment proposals. Respond to requests for information and prepare addendum items.
f. Attend one prebid meeting and one proposal evaluation meeting with the City.
g. Perform proposal reviews for conformance with the specifications and contract documents.
h. Prepare proposal review summary and selection recommendation letters for each equipment item.
i. Prepare notice of award letters and coordinate award with the CMAR. The CMAR will issue notice to proceed for shop drawing preparation and coordinate shop drawing submittals.
j. Incorporate preselected equipment in the plans and specifications for the expansion.

**Deliverables:** *Pre-procurement Packages, RFI Response Documents during Bid Period,, Proposal Review Summaries, Vendor Recommendation Letters, Notice of Award, Meeting Minutes.*

## C. TASK C: CMAR COORDINATION, EARLY OUT PACKAGES/SEQUENCING

a. It is the City's intent based on Engineer's recommendation to deliver the Project using the CMAR delivery method. The CMAR will be initially contracted to provide pre-construction phase [Design Phase] services, including but not necessarily limited to the following efforts:

   i. CMAR will develop and progressively update a detailed "open book" cost model based on current market conditions to confirm budgets and help guide design decisions.

   ii. CMAR will develop a construction management plan and schedule in advance of construction.

iii. CMAR will perform evaluations of cost, constructability, schedule, materials availability, etc. to be included in alternative system evaluations and provide constructability reviews.

iv. CMAR will develop long-lead procurement strategies, including the pre-selected equipment, and initiate early procurement of these long-lead items in conjunction with Task B above.

v. CMAR will provide any potholing or laser scanning activities required to support development of accurate design information, as identified by the Engineer.

vi. CMAR will assist in the design and construction phase permitting processes, as required.

vii. CMAR will provide procurement services for selection of key subcontractors and suppliers.

viii. CMAR will develop a guaranteed maximum price (GMP) for construction for City review and consideration.

b. Assuming City acceptance of the GMP, the CMAR will then provide all services required of a general contractor, including self-performance and subcontractor procurement and management, during subsequent construction and post-construction phases of the Project.

c. The relationship between the CMAR and Engineer is intended to be collaborative and proactive, with both participating as advisors to the City during the pre-construction phase [Design Phase]. It is the City's desire and Engineer's recommendation to incorporate a contractor's perspective and input into the Project planning and design decisions, and to leverage the ability for early procurement and phased construction prior to full completion of design.

d. CMAR Design Phase – The following tasks define the specific efforts to be performed and completed by the Engineer during the pre-construction phase [Design Phase] of the Project.

i. Cost Model and GMP Review.

a. Coordinate with CMAR, Program Manager, and City to provide input and information on materials, appurtenances and other major capital cost items throughout design phase. Review and comment on the initial cost model and subsequent cost model updates (based on 60% and 90% design submittals) developed by CMAR. Cost review activities will include a review

of direct and indirect costs, CMAR fee and CMAR contingency; review supplier and subcontractor quotes and request supplemental quotes, as necessary; compare costs with other applicable projects; and perform review of risk analysis model and/or cost contingencies developed by the CMAR. Indirect costs included in the CMAR cost model will include applicable general conditions and general requirements, bonds, insurance and sales tax. Using the cost models and GMP(s) as the basis for the total construction cost(s), coordinate with the City and program manager regarding additional City administrative costs, engineering fees, construction administration and inspection fees, and (if applicable) City contingency to develop a Total Construction Cost Estimate (TCCE).

b. A parallel opinion of probable construction cost will be prepared by the Engineer at the 30%, 60% and 90% design milestones. Written recommendation(s) to City regarding opinion of GMP(s) acceptance (Electronic format only) will be provided by the Engineer.

e. Early Procurement Activities: Coordinate with CMAR and City to develop an equipment and materials procurement plan, including identification of items to be selected and/or procured early based on "best value" or low-bid strategies, and define the parameters associated with "best value" selection as applicable. For those items selected for early procurement, specify the acceptable manufacturers and identify associated Bid Document requirements and incorporate into the preselected equipment packages.

i. Coordinate with CMAR to develop the preselection equipment packages and supporting design drawings for early procurement of major long-lead equipment items with the specific acceptable manufacturers. Coordinate with CMAR as part of the bidding process and prepare any addenda as required. Assist the City and CMAR with the review of the supplier proposals and bid packages and the subsequent selection process.

ii. CMAR shall be responsible for the packaging of front-end documents, technical specifications and applicable design drawings developed by Engineer; submittal of packages to applicable manufacturers and/or vendors; coordination of vendor proposals; pre-selection of equipment and appurtenances (with City and Engineer input); delivery of detailed design criteria and documents of selected equipment to Engineer for further use and incorporation into detailed design documents; and coordination of delivery, storage, and payment of procured items accordingly.

iii. Early Procurement Design Document Packages (Electronic "PDF" format only) will be provided by the Engineer. Twenty "early-out" packages are included in this scope of service.

f. General CMAR Coordination: In addition to efforts above, general coordination with CMAR during the pre-construction phase [Design Phase] will include, but not necessarily be limited to:

i. Coordination with City and Program Manager regarding development of the CMAR Construction and/or Post- Construction Phase contract, applicable City front-end documents, and Engineer's Division 1 specifications.

ii. Soliciting input from CMAR during design development as appropriate.

iii. Coordinating any potholing or laser scanning activities by the CMAR required to support accurate development of design documents.

iv. Providing input to construction management plan and schedule development.

v. Evaluating alternative systems and materials proposed or suggested by CMAR.

vi. Responding to constructability review comments.

vii. Providing input to Maintenance of Plant Operations (MOPO) plan and schedule.

viii. *NOTE: Should the City be unable or unwilling to accept the CMAR GMP and instead decide to procure and deliver the Project using a traditional "design-bid-build" delivery method, subsequent modifications to the front-end documents, technical specifications, and associated design drawings specifically applicable to the City delivery method will be handled as Additional Services. Additional services for bidding, including preparation of Bid Document sets, participation on a pre-bid conference, responding to Bidder questions, preparing applicable addenda, attendance at the Bid opening, assistance in evaluation of Bids, and participation in a pre-construction conference with the selected General Contractor will also be handled as Additional Services, if desired by the City.*

g. CMAR Advertisement/Selection Phase: Provide assistance and support City and Program Manager in selecting a CMAR.

i. Request for Qualifications: The Engineer shall review the CMAR Request for Qualifications (RFQ) document as part one of the two-step CMAR procurement process. This task includes one (1) coordination meeting with City to finalize the documents and establish minimum contractor qualifications.

ii. Request For Proposals: The Engineer shall review the CMAR Request For Proposals (RFP) document and scoring rubric as part two of the two-step CMAR procurement process. This task includes one (1) coordination meeting with City to finalize the documents and establish selection criteria by which to evaluate the submitted CMAR proposals.

iii. Selection Assistance: The Engineer shall provide City technical assistance for the two-step CMAR procurement process to support City in the review and selection of the CMAR. This task includes one (1) coordination meeting with City to review the scoring of submittals.

iv. Contract Development: The Engineer shall review the CMAR contract document using the Engineers Joint Contract Documents Committee (EJCDC) contract template as a basis. This task includes one (1) coordination meeting with City to review the documents. City will provide legal review of the contract documents and provide the Engineer with any applicable legal opinions needed during the contract development process.

**D. TASK D: FINAL DESIGN**

a. **Delete** the design drawings and specifications for the expansion of the Post Oak WWTP as provided in Amendment No. 1.

b. Based on the Preliminary Design, Equipment Preselection, and Coordination with the CMAR, the Engineer shall prepare for approval by the City Drawings and Specifications that set forth in detail the requirements for the construction of the Project and comply with applicable laws, statutes, ordinances, codes, and regulations.

c. Contract Documents: The Engineer shall assist the City and CMAR in preparation of necessary bidding information, and bidding forms. Engineer will use the City's "front-end" and EJCDC documents for the Project. Engineer will use the Engineer's technical specifications.

d. Opinion of Probable Construction Cost: The Engineer shall provide updates to the opinions of cost prepared during preliminary design and compare it with the opinion of cost prepared by the CMAR prior to early out packages and at the30-percent, 60-percent, and 90-percent phases.

e. Submit plans, specifications, and contract documents to the applicable federal and state agency(s) for approval, where required.

f. Coordinate with utility companies and furnish such information necessary to utility companies whose facilities may be affected, or services may be required for the Project.

**Deliverables**: *60%, 90% and 100% (Issued for Construction/IFC) documents, Engineer review comments on CMAR cost estimates, meeting minutes*.

## E. TASK E: MEETINGS AND WORKSHOPS AND PROJECT MANAGEMENT

a. Meetings and Workshops:

i. Schedule and direct regular coordination meetings with the design team to coordinate project task assignments, action items, and to prepare for progress meetings with the City. Engineer will maintain an Action Item Log and Decision Log to monitor project activity. Coordinate with subconsultants to confirm all project elements are compatible, integrated, and meet City performance requirements.

ii. Schedule and direct weekly progress meetings with the City, Program Manager, CMAR, and design team to review and discuss design development progress with plant operations staff, discuss deliverable status, schedule, outstanding action items, and decisions made. Coordinate with the selected CMAR contractor during progress meetings. Engineer will prepare draft meeting minutes to include action lists and decision lists.

iii. Discipline Design Coordination Meetings: Participate in up to 30 meetings with subconsultants to coordinate specific discipline requirements (such as structural, architectural, building mechanical) for design.

iv. Additional Site Visits: Attend up to twelve (12) additional visits to the plant site, not associated with the Review Workshops.

v. Task Force Meetings: Participate in up to 8 task force meetings per week through 60-percent design related to project areas such as document management, project management, procurement, process design, etc. Task force meetings will be scheduled and conducted by the CMAR.

vi. QC Review Meetings: plan and participate in two internal QC meetings with the design team. The meetings will be held at approximately the 60 percent and 90 percent project completion stages.

vii. Review Workshops: Plan and participate in two (2) review workshops with the design team, Program Manager, and City to review the 60 percent and 90 percent deliverables.

b. Project Management:

i. Project administration will include but not be limited to developing and implementing a project management plan; tracking and managing internal schedules of work; monitoring and addressing issues related to the scope of work, budget and deliverables; preparing and processing monthly billings; providing labor resources necessary to fulfill scoped work; scheduling and participating in quality control reviews; and providing updates to the City on a regular basis. A standard monthly invoice and progress reports will be prepared for all services.

## F. TASK F: REGULATORY & PERMITTING

a. Coordinate with ongoing permitting projects and comply with any applicable state and local limits.

b. Coordinate with the City, CMAR, Program Manager and the TCEQ to expedite review and approval of design packages. This coordination will require both formal and informal meetings, by phone, virtual MS Teams meetings or in-person meetings. This activity includes the following tasks:

c. Coordination with City and Program Manager

i. Meet with the City and Program Manager at the initiation of the project and, at the discretion of the City and Program Manager, periodically during the duration of the project. The purpose of the initial meeting is to present the regulatory approach for coordinating with the TCEQ and obtaining approval of the plans and specifications. Subsequent meetings will be conducted to discuss status of approvals and to prepare for meetings with the TCEQ. Meetings may be convened either by phone, MS, Teams or in-person. In-person meetings will occur at the City's offices.

d. Coordination with TCEQ

i. Prepare for and attend one review meeting with the TCEQ's Plan Review Team in Austin. The TCEQ review meeting will be held when the process design for the new facilities is approximately 90% complete and will include a review of the project design criteria, projected wastewater flow and load increases, and potential variances to TCEQ design criteria for wastewater treatment plants. The

purpose of the meeting will be to inform TCEQ of the treatment plant improvement scope and schedule, and prepare the TCEQ for an unconventional project delivery method (CMAR) of the facilities.

ii. The scope of work also includes up to four (4) additional coordination meetings with the TCEQ during the design and construction phases corresponding with the CMAR's phases of construction (e.g. facilities requiring early completion, facilities requiring normal completion, and the remaining facilities). The purpose of the review meetings is to coordinate and answer questions related to the design packages and the overall schedule of the construction project. Meetings will be convened either by phone, MS Teams, or in person. In-person meetings will be convened at the TCEQ offices in Austin.

e. Coordination with the CMAR

i. Prepare for and attend periodic meetings with the CMAR to coordinate regulatory approval for construction. Meetings will be convened either by phone, MS Teams, or in-person. Coordinate meetings with the City and Program Manager.

**Deliverables:** *Meeting agendas, draft meeting notes, revised meeting notes.*

## III. TASK SUMMARY, SPECIAL SERVICES

### G. TASK G: CONSTRUCTION ADMINISTRATION SERVICES

a. General Construction Administration Phase services

i. The scope of Construction Administration Services is based on a construction timeframe of eighteen (18) months from construction Notice to Proceed to construction substantial completion and twenty-one (21) months from construction Notice to Proceed to construction final completion.

ii. Construction Phase duties, responsibilities, and limitations of the Engineer shall not be restricted, modified, or extended without agreement of the City and Engineer in writing.

iii. The City's approval, acceptance, use of, or payments for all or any part of Engineer's services hereunder or the Project itself shall in no way alter the Engineer's obligations to the City's rights herein.

iv. The Engineer shall be a representative of and shall advise and consult the City during construction. The Engineer shall have the authority to act on behalf of the

City only to the extent provided in this Agreement, unless otherwise modified by written instrument.

b. Engineer's Personnel at the Construction Site

i. The presence and duties of Engineer's personnel at a construction site, whether as onsite representative or otherwise, do not make the Engineer or its personnel in any way responsible for those duties that belong to the City and/or construction contractors or other entities, and do not relieve the construction contractors or any other entity from their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the contract documents and any health and/or safety precautions related to such construction work.

ii. Engineer and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health and/or safety precautions related to such work and have no duty for inspecting, noting, observing, correcting, or reporting on health and/or safety deficiencies of the construction contractors or other persons at the site except Engineer 's own personnel.

iii. The presence of the Engineer's personnel at a construction site is for the purpose of providing the Engineer and the City a greater degree of confidence that the completed work will conform generally to the contract documents and that the integrity of the design concept, as reflected in the contract documents, has been implemented and preserved. The Engineer neither guarantees the performance of any construction contractor nor assumes responsibility for contractor's failure to perform the work in accordance with the contract documents.

c. Internet-based Construction Management

i. The Engineer will utilize the management software provided by the CMAR contractor for this project.

d. Pre-Construction Conference

i. The Engineer shall conduct a pre-construction conference for the Project. Meeting shall be conducted with the City and contractor at the City's facility. At a minimum, the following items will be discussed at the pre-construction conference:

a. The construction schedules prepared by the contractor;

b. Schedule of values and payment procedures and schedules;

c. Designation of key personnel and their duties; and

d. Procedures for the construction administration of the Project.

e. Construction Progress Meetings

i. The Engineer 's project manager and project engineer will participate in monthly construction progress meetings for the Project.

ii. The Engineer will prepare and distribute agendas and meetings notes for each meeting.

iii. Additional site visits beyond those listed will be a Special Service and the Engineer shall be entitled to additional compensation.

f. Shop Drawings and Submittal Review

i. The Engineer will review samples; catalog data; schedules; shop drawings; laboratory, shop, and mill tests of materials and equipment; and other data pursuant to the general conditions of the construction contract. Review quality related documents provided by the contractor such as test reports, equipment installation reports, or other documentation required by the construction contract documents. This review is for the benefit of the City and covers only general compliance with the information given by the construction contract documents. This review does not relieve the contractor of any responsibilities such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect the workers and the public, or the necessary to construct and complete a workable facility in accordance with the construction contract documents.

ii. The fee is based on review of up to five hundred (500) submittals.

iii. Additional submittal reviews beyond those listed will be a Special Service and the Engineer shall be entitled to additional compensation.

g. Requests for Information

i. The Engineer will interpret the intent of the plans and specifications and respond to requests for information (RFIs) for the City and contractors.

ii. The fee is based on processing up to four hundred (400) RFIs.

iii. Additional RFI responses beyond those listed will be a Special service and the Engineer shall be entitled to additional compensation.

h. Contract Modifications

i. The Engineer will review contract modification requests (CMRs) and prepare proposed contract modifications (PCMs) for items identified during construction that are necessary or requested by the City or contractor but are not in accordance with the construction documents.

ii. The Engineer will prepare documentation for construction modifications required to implement modifications in the design of the Project.

iii. The fee is based on processing up to a total of one hundred twenty (120) CMRs, PCMs, field/change orders, and work change directives (WCDs).

iv. Additional contract modifications beyond those listed will be a Special service and the Engineer shall be entitled to additional compensation.

v. Investigations, analyses, studies, or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the City are a Special Service. Substitutions of materials or equipment or design modifications requested by the City are a Special Service and the Engineer shall be entitled to additional compensation.

i. Pay Estimates

i. The Engineer will review and comment on a maximum of twenty-one (21) estimates for payment to contractor, pursuant to the general conditions of the construction contract. Recommendations by the Engineer to the City for periodic construction progress payments to the construction contractor will be based on the Engineer's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent: that continuous or detailed examinations have been made by the Engineer to ascertain that the construction contractor has completed the work in accordance with the contract documents; that the final work will be acceptable in all aspects; that the Engineer has made an examination to ascertain how or for what purpose the construction contractor has used the monies paid; that title to any of the work, materials, or equipment passed to the City free and clear of liens, claims, security interested, or encumbrances; or that there are no other matters

at issue between the City and the construction contractor that affect the amount that should be paid.

j. Substantial and Final Review

i. The Engineer will conduct, in the company of the City's representative, a substantial completion review for the project for conformance with the design concept of the project and general compliance with the contract documents and provide a list of deficiencies to the contractor. Three (3) interim phase and one overall substantial review site visits are anticipated.

ii. The Engineer will conduct, in the company of the City's representative, a final review for the project for conformance with the design concept of the project and general compliance with the contract documents, verify that items identified on the deficiency list from the substantial completion review have been completed, and make recommendation for final payment to the contractor. Three (3) interim phase and one overall final review site visits are anticipated.

k. Record Drawings

i. The contractor will provide to the Engineer red-line drawings for use in the development of the record drawings. In the event that the contractor does not provide adequate red-line drawings and the Engineer must develop the record drawings based on in-depth investigation and research will be considered a Special Service.

ii. The Engineer will revise the construction drawings in accordance with the information furnished by the contractor reflecting changes to the project made during construction. Record drawings are defined as the drawings produced by the Engineer's modifications to the original design drawings to reflect the changes during the construction.

iii. The Engineer shall prepare record drawings, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed.

iv. The Engineer is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

v. Record drawings for the project will be issued by the ENGINEER within sixty (60) days after the comments and markups are provided by the contractor, and the City.

vi. The Engineer will provide the City with digital copies in Adobe PDF on compact disc, two (2) half-sized (11" x 17") sets of plans (bound, bond), and two digital copies on USB drives to the City. No technical specification books will be provided in paper but will be on USB drives.

## H. TASK H: SUPPORT SERVICES – SURVEY AND GEOTECH (IF NEEDED FOR EXISTING SITE)

a. Surveying Services: Engineer with coordinate surveying services for the following:

i. Engineer will provide and coordinate land survey at location for the WWTP sites as required to perform the design.

ii. The survey will base horizontal and vertical control on the treatment plant benchmark coordinates and datum. Survey measurements will be based on NAD 83 state plane coordinates.

iii. Survey will produce a topographical survey of project area to map utilities and existing structures. The survey will include contours shown at one-foot intervals, plotted locations of structures, paving, visible improvements, and utility information based on surface evidence.

b. Geotechnical Engineering: Engineer will coordinate and subcontract Geotechnical services for the collection and analysis of up to twelve (12) locations and provide a draft and final geotechnical report for foundation design recommendations.

i.

## I. TASK I: CONSTRUCTION MANAGEMENT AND RESIDENT PROJECT REPRESENTATIVE SERVICES

a. General services:

i. Represent the City's interests in administering a CMAR contract with both overall construction oversight and daily on-site representation for the CMAR contractor's construction activity. The requested services include documentation and reporting to the City and Program Manager the issues and status relating to the CMAR contractor's work.

ii. Provide the staff necessary to perform the construction management and on-site representation as outlined below and for the Project. Construction Manager and subconsultants will provide these services for an anticipated period of 21 months.

Services assumed to begin December 2023 and end in August 2025. Initial planning level assumption is for the following contract positions:

a. Senior Construction Manager (CM) – Overall oversight and representative of the Construction Management firm in contractual and performance issues. Responsible in charge of day-to-day inspection, schedule review, and coordinating quality assurance testing of contractor, and construction activity. Detailed task coordination with CMAR contractor, the City's project manager, the Program Manager (PM), construction observation staff, and the Construction Materials Testing (CMT) firm.
b. Assistant CM and Document Support – Work directly under the CM and assist with CM duties as required on the project and administer movement and proper filing of project documents handled by Construction Manager.
c. On-site representatives – Work directly under the CM, and in coordination with City's Project Manager and Program Manager, observe and document construction performance in accordance with the Contract Documents. Also provide comments and advice to the City and Program Manager on the CMAR contractor's performance with regard to industry standard practices. This scope includes up to 6 full-time inspectors across the following disciplines: civil, mechanical, electrical, and instrumentation and controls.
d. Construction Materials Testing (CMT) – The CMT will not be subcontracted to the CM, but the CM will coordinate with the CMT, city Project Manager, Program Manager and CMAR to provide quality assurance testing in accordance with the Contract Documents.

iii. Establish and manage the Construction Management Team.
iv. Develop and maintain a Construction Management Plan.
v. Store all project related records in the CMAR Project Management Information System (PMIS), for required document retention purposes.
vi. Quality Assurance and Quality Control:
    a. Disseminate pertinent project information internally and externally, implement Quality Assurance (QA) and Quality Control (QC) measures, and submit deliverables as required per the agreed-upon project schedule.
vii. Communication:
    a. Establish communication procedures and protocol with the City, Contractor, Inspectors, Engineer of Record (EOR), and CMT.
    b. Conduct weekly construction progress meetings with City, CM, Contractor to exchange information regarding progress of construction, safety or quality concerns, status of submittals, status of modifications, and to

address any project related issues. Prepare agenda and minutes related to these meetings. One of the weekly construction progress meetings will serve as the monthly project meetings with City, EOR, Contractors, and CM Team for the benefit of the City Staff to provide overview of progress of construction and to discuss any major project issues. Intent of this meeting is for additional City and other staff to attend as desired without having to be involved in the bi-weekly meetings where specific project details are discussed.

c. Develop and distribute meeting agendas, workshop planning information and handouts, and other applicable information pertaining to each specific meeting or workshop.
d. Record meeting minutes, send a draft to meeting attendees for review, and distribute final meeting minutes after incorporating changes and comments.
e. Provide weekly emails to City and EOR summarizing the work completed for the week including photos as appropriate and outlining work to be completed the following week.

viii. Cost Management:

a. Review proposed schedule of values and payment requests prepared by CMAR Contractor. CM will review pay requests monthly and recommend payments at the intervals required by the Program Manager.
b. Coordinate with City, Program Manager, and CMAR Contractor to establish a basis and procedure for review of monthly quantities of work in place and payment requests.

ix. Schedule Management:

a. Review approved baseline schedules, "look-ahead" schedules, and monthly construction progress schedules prepared by the CMAR Contractor.
b. Monitor progress of actual work completed relative to planned progress and address any identified schedule slippage or other anomalies with Contractor. Collaborate with the Contractor to develop a recovery schedule if tasks on the critical path continue to slip.
c. Review each monthly schedule submittal and provide comments related to the requirements of the Contract Documents. Analyze each schedule to identify changes over the previous month's schedule, including tasks that are behind schedule, tasks that have not yet started, changes in float, critical path, and task relationships.

d. Develop a monthly Schedule Review Memo that identifies any significant changes to the schedule (critical path, float, reporting relationships, etc.), tasks that are behind schedule, and tasks that are at risk of falling behind schedule. The memo will be transmitted to the Contractor followed by a discussion with the Contractor during the monthly coordination meetings.
e. The memo will be transmitted electronically to the City and saved to the program PMIS site.

x. Project Status Reports and Invoicing:
   a. Provide written project status reports to the City once per month throughout the duration of the project. Project status reports will include, at a minimum, a summary description of activities completed, description of activities planned for the next 30 days, financial status of the project, status of schedule for the project, and identification of any technical or other issues which may have an impact on the overall project budget and/or schedule. Project status reports will be provided to the City with each invoice.
   b. Submit invoices monthly along with the project status report referenced above.

xi. Issues Management:
   a. Provide initial interpretation of the drawings and specifications and coordinate with EOR to develop official interpretation for City and CMAR Contractor. Track and coordinate the resolution of all project and program related issues. An Issues Log will be saved to the Program PMIS site.

xii. Change Management:
   a. Establish procedures for administering constructive changes to the construction contracts, which will be documented in the Construction Management Plan.
   b. Prepare documentation for contract modifications required to implement modifications in the design of the project, including the summary memo. Coordinate with the EOR for technical review and approval of any design modifications, and all design modifications will have the EOR seal affixed.
   c. Process contract modifications and negotiate with the Contractor in conjunction with and on behalf of the City to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the City.
   d. Receive and evaluate notices of Contractor claims and make recommendations to the City on the merit and value of the claim on the basis of information submitted by the Contractor or available in project

documentation. Endeavor to negotiate a settlement value with the Contractor in conjunction with and on behalf of the City.

xiii. Project Completion:

a. When Contractor requests that substantial completion be granted for the Project (or applicable portions thereof), the Construction Manager will conduct, in company with City's representative, a review of the Project for conformance with the design concept of the Project and general compliance with the construction contract documents. Coordinate with EOR as appropriate regarding any reviews of the work that are deemed necessary. Support the EOR in the development of a list of deficiencies to be corrected by the Contractor before recommending Substantial Completion be granted and/or any partial release or reduction of retainage is made.

b. Support the EOR in conducting a final review of the Project for conformance with the design concept of the Projects and general compliance with the construction contract documents.

c. Support the EOR in obtaining legal releases, permits, warranties, spare parts, O&M manuals, as-built drawings, and keys from the Contractor. Review closeout submittals and other documents and make recommendation for final payment to Contractor when appropriate.

xiv. Record Documents

a. Receive and review record drawings from Contractor. Transmit drawings and other documents as needed to EOR for preparation of "Record Drawings," indicating locations of project elements and final built conditions of project components. Drawings prepared by incorporating notes, Contractor field notes and City field notes taken at the project during the construction process.

b. Construction Management Roles

i. Construction Manager / Assistant Construction Manager:

a. Construction Managers will manage and administer the day-to-day requirements of the Projects and coordinate regularly with the City's Program Manager.

b. CM will serve as the liaison between the City, the CMAR/Contractor, and the EOR. The CM provide leadership to the assigned Inspectors in the performance of their inspection duties.

c. Primary responsibilities of CM include the following:

1) Serve as the primary point of contact, with primary responsibility for construction contract administration and quality assurance.

2) Provide direction and manage the efforts of Inspectors. Manage Inspectors as a resource across construction tasks.
3) Manage the quality of services provided by Inspectors to determine that their duties are performed in a timely manner.
4) Work with City staff when needed to coordinate construction activities that may impact the City's ongoing operations. Coordinate upcoming shut-downs at the plant site and coordinate with the City's Project Manager to prepare a Shut-Down Request Form following the City's policies and procedures.
5) Attend progress meetings and report on project progress.
6) Review daily construction reports prepared by the Inspectors and discuss any issues noted with the Inspector and other parties as required.
7) Monitor overall construction of the project and determine that construction is in conformance with Contract Documents. Recognize when an issue might impact or improve scheduling or construction operation on another known efforts and bring this to the attention of the City's Project Manager.
8) Coordinate with Contractor to resolve any issues or disputes related to construction. Support the City's Project Manager in the resolution of any disputes or claims that cannot be resolved at the field level.
9) Support administration and negotiations of claims with Contractor with support from the EOR.
10) Recognize risk elements of the risk management plan and initiate countermeasures as directed.
11) Provide progress reports to the City Project Manager for updating and presentation purposes to City upper management and the Board.
12) Manage the efforts of the construction materials testing laboratories and technicians.
13) Coordinate with document management staff to verify that all documentation is filed properly in both digital and hard copy files as required.
14) Verify that the inspectors have reviewed the quantities of work in place, review the payment requests and supporting documentation, and recommend the amount the CMAR/Contractor be paid on monthly and final payment requests.
15) Administer Construction Contracts: Prepare project documentation in accordance with the contract documents.

16) Manage the receipt, logging, control, tracking, and timely processing of all Project documents using the CMAR's Project Management Information System (PMIS).
17) Schedule and conduct construction progress meetings with CMAR/Contractor, City, EOR, and other staff.
18) Attend other on-site project related construction meetings, as needed.
19) Review Shop Drawings received from the Contractor for conformance with the Contract Documents' submittal requirements and administrative completeness. Distribute shop drawings to the appropriate EOR staff and monitor the responsiveness of the EOR during the review process.
20) Work directly with the EOR to see that documentation and submittals provided for review are returned with adequate and timely written review comments. Determine that design issues related to requests for information on construction documents, Shop Drawing reviews, and proposed contract modifications are adequately addressed.
21) Consolidate written comments on Shop Drawings and other submittals by the EOR and return to the Contractor.
22) Review Contractor Requests for Information. Distribute requests to inspectors, City PM, other appropriate staff, and EOR when applicable and coordinate timely response. Review answers and prepare formal response to Contractor pursuant to contract documents.
23) Prepare notices of defective work. Coordinate the resolution of non-compliant work with the Contractor, and the City. Document and follow up on non-conforming work to determine that acceptable correction of defects is accomplished.
24) Initiate and review field orders. Record the changes in the record contract documents.
25) Coordinate evaluation of product substitution requests with City staff, and the EOR.
26) Administer and manage resolution of day-to-day construction issues. Coordinate with the CITY PM, EOR, and Contractor on technical issues and concerns working to resolve disputes at the Project level and keep Construction Manager informed of issues.
27) Review schedules presented in accordance with the Contract Documents. Coordinate with a P6 schedule analyst monthly to review and report on the contractor's P6 schedule.

28) Review and coordinate approval of a Schedule of Values. Conduct monthly schedule and progress payment meetings with the Contractor. Work with the Contractor to have pay requests ready for City processing in accordance with the Contract Documents. Determine that documentation required for measurement for payment of work is in place and that the materials on hand are accurate.
29) Implement the Change Management process in accordance with the Contract Documents. Prepare Requests for a Change Proposals for City initiated changes to the work. Respond to Contractor's Change Proposals. Prepare written justification statements and include cost estimates for each Change Proposal. Include a description of the background explaining the reason for the change, resolution alternatives, and resolution recommendation for action by the City. Prepare and submit Change Request Form and the justification memo with all of the appropriate back-up information in accordance with the Contract Documents and City Policy. Change Orders and Contract Amendments require approval from the City.
30) Maintain a working set of record documents. Determine that measurements required for record documents are taken before work is covered.
31) Take photographs to document differing site conditions, change order and claim items, and any special or unique conditions as they arise.
32) Manage Project completion activities as required by the Contract Documents.
33) Manage the process of closing out the construction contract.
34) Recommend acceptance of the work in writing in preparation of issuance of the Certificate of Substantial Completion, recommendation to the Board, Notice of Completion, and the City's Internal Notice of Completion.
35) Prepare final Change Orders as required. Classify and summarize the change orders and include in the final construction summary report.
36) Prepare an Internal Notice of Completion addressed to the City's Operations and Maintenance Department.
37) Coordinate with the City's Project Manager to assist with the development of a list of deficiencies to be corrected by the Contractor before recommendation of final payment.

38) Coordinate with the Contractor to provide O&M Manuals to the City and training is developed and delivered to City Staff in a timely manner.

ii. On-Site Representatives:
   a. Provide Civil, Structural, Electrical, and Instrumentation & Controls inspection services.
   b. Primary responsibilities of Inspectors include the following:
      1) Serve as point of contact for the CM, with primary responsibility for construction quality assurance.
      2) Observe construction work daily to determine that construction is in conformance with Construction Contract Documents. In this effort the On-Site Representatives will endeavor to protect the City against defects and deficiencies in the work of contractor.
      3) Prepare Daily Construction Reports (DCRs) documenting daily construction activities in PMIS, number of construction staff on site, equipment staged and/or operating on site, visitors to the site, discussions of any field issues with any parties, and any other information pertinent to or potentially impacting the Project.
      4) Assist the CM and the CITY staff when needed to coordinate construction activities that may impact the CITY's ongoing operations.
      5) Coordinate the efforts of CMT laboratories and technicians.
      6) Verify quantities of work in place and assist CM in the review of the payment requests and supporting documentation.
      7) Attend periodic project coordination meetings (semi-monthly or monthly) when requested by the CM to provide updates and inputs on construction progress and issues as appropriate.
      8) Attend other project related construction meetings as needed.
      9) Assist CM in preparation of notices of defective work. Assist in coordinating the resolution of non-compliant work with the contractor. Document and follow up on non-conforming work to determine that acceptable correction of defects is accomplished.
      10) Maintain a working set of record documents. Determine that measurements required for record documents are taken before work is covered.
      11) Take photographs to document differing site conditions, change order and claim items, and any special or unique conditions as they arise.

iii. Administrative Assistant (AA):

a. The Administrative Assistant will provide administrative support for the Construction Manager and On-site Project Representatives.
b. Edits, formats, and finalizes project-related documents, including outsourcing where necessary for binding and/or copying services.
c. Assist CM with on-boarding new on-site representatives.
d. Helps maintain inventory of office supplies.
e. Primary responsibilities of AA include the following:
    1) Assist CM with scheduling and coordinating meetings and video calls. Attend progress meetings and other on-site meetings in support of the CM to assist with the development of agendas and the preparation and distribution of meeting notes.
    2) Assist in the preparation of daily reports. Review reports and correct for formatting and work with RPRs and CMs to provide missing information as necessary.
    3) Assist CM with development of progress reports.
    4) Assist CM with contacting and coordinating CMT services.
    5) Assist document management staff to verify that all documentation is filed properly in both digital and hard copy files as required at the project level and the program level (SharePoint).
    6) Assist CM with the receipt, logging, control, tracking, and timely processing of all Project documents using the CMAR's PMIS at the project level and the Program Manager at the program level (SharePoint).
    7) Assist CM with collecting submittal review comments from reviewers.
    8) Assist CM in preparation of notices of defective work.

c. Limitations of Authority of Construction Management:
    i. The CM will not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by City and EOR via Change Order, Field Order, or other written authorization for or-equal items.
    ii. The CM will not exceed the authority as set forth in Agreement or the Contract Documents.
    iii. The CM will not undertake any of the responsibilities of CMAR Contractor, Subcontractor, Suppliers, or CMAR Contractor's superintendent.
    iv. On site representative services do not relieve the CMAR Contractor of its contractual responsibility for construction quality.
    v. The CM will not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, or procedures of

construction unless such advice or directions are specifically required by the Contract Documents.

vi. The CM will not advise on; issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of City or Contractor.

d. Schedule:

i. Refer to the enclosed schedule for the assumed "Construction Management On-Site Personnel". The following list is a summary of the enclosed schedule.

| Position | Budgeted Hours this Amendment* | Calculated Total Hours** |
|---|---|---|
| Construction Manager/Lead Inspector | 2220 | 3600 |
| Assistant CM | 2400 | 4140 |
| On-Site Representative 1 | 2050 | 3360 |
| On-Site Representative 2 | 1850 | 3140 |
| On-Site Representative 3 | 1850 | 2850 |
| On-Site Representative 4 (EI&C) | 950 | 2050 |
| On-Site Representative (Seasonal) 1 | 0 | 800 |
| On-Site Representative (Seasonal) 2 | 0 | 800 |
| On-Site Engineer – Part Time | 680 | 984 |
| On-Site Administrative Assistant | 1320 | 2160 |

*Assumes a work schedule of 5 days per week, 10 hours per day, and 12 months of the construction period and does not include additional seasonal shift work during the summer.

**Assumes a work schedule of 6 days per week and 10 hours per day, and 21 month duration.

ii. CM will include a summary of hours worked in each monthly report. The CM will notify the City and Program Manager if longer or additional shifts are required causing the actual work hours to exceed the total estimated hours in this proposal. CM will prepare an amendment to the contract for compensation for additional hours.

e. Deliverables:

i. Construction Management Plan (saved electronically and/or the Program PMIS site).

ii. Documentation and Summary Memos for Allowance, Contingency, and Change Order Requests.

iii. Monthly Schedule Review Memos (submitted electrically by email and saved to PMIS and/or the Program PMIS site).

iv. Monthly invoices and Project Status Reports (submitted electrically by email and saved to PMIS and/or the Program PMIS site).
v. Meeting Agendas and Meeting Minutes.
vi. Daily Construction Reports, including photos, will be loaded into PMIS.

f. Recurring Meetings:
   i. Bi-weekly construction progress meetings with City, CM, Contractor to discuss construction specific topics.
   ii. Monthly project meetings with City, Contractor, EOR, and CM Team for the benefit of the City Staff to provide overview of progress of construction and to discuss any major project issues.

**EXHIBIT B1**

**AMENDMENT NO. 2 - PROJECT DESIGN BUDGET SUMMARY**

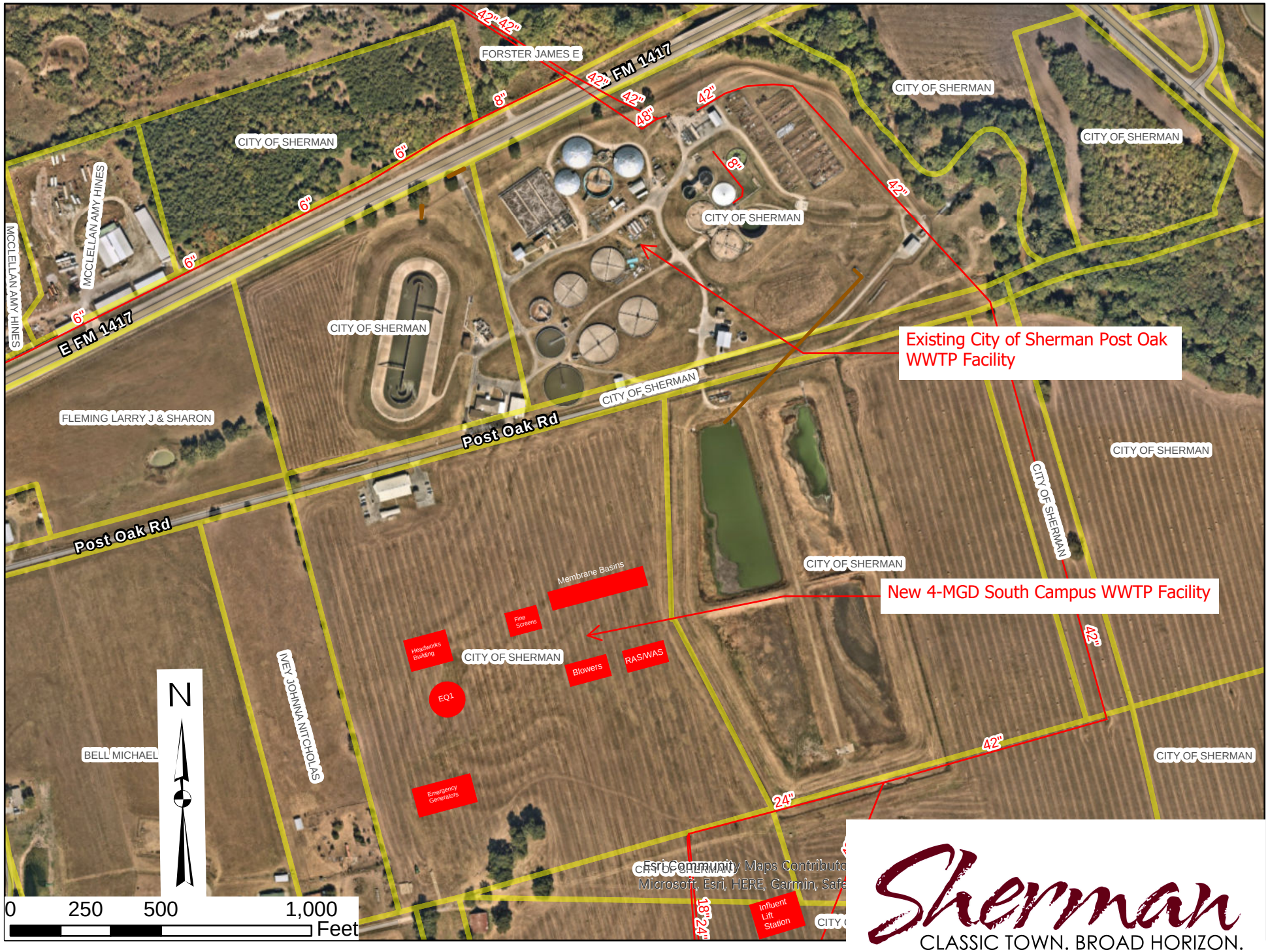
**I. Basic Services (Lump Sum)**

| | Scope Item – South WWTP MBR | Fee |
|---|---|---|
| A | Preliminary Design | $ 566,044 |
| B | Equipment Preselection | $ 566,845 |
| C | CMAR Coordination | $ 313,282 |
| D | Final Design | $ 3,521,542 |
| E | PM & Meetings | $ 257,627 |
| F | Regulatory & Permitting | $ 0 |
| **Total Basic Services Amendment No. 2:** | | **$ 5,225,340** |

**II. Special Services (Time & Materials)**

| | Scope Item – South WWTP MBR | Fee |
|---|---|---|
| G | Construction Administration Services | $ 302,407 |
| H | Support Services - Geotech, Survey | -$ 53,500 |
| I | Construction Management and Resident Project Representative Services (through first 12 months of construction) | $ 3,000,000 |
| **Total Special Services Amendment No. 2:** | | **$ 3,248,907** |

| | |
|---|---|
| **TOTAL AMENDMENT NO. 2 NOT TO EXCEED** | **$ 8,474,247** |


Existing City of Sherman Post Oak WWTP Facility
New 4-MGD South Campus WWTP Facility
Membrane Basins
Fine Screens
Headworks Building
Blowers
RAS/WAS
EQ1
Emergency Generators
Influent Lift Station
FM 1417
E FM 1417
Post Oak Rd
Post Oak Rd
FORSTER JAMES E
FLEMING LARRY J & SHARON
BELL MICHAEL
IVEY JOHNNA NITCHOLAS
MCCLELLAN AMY HINES
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Microsoft, Esri, HERE, Garmin, Safe
Sherman
CLASSIC TOWN. BROAD HORIZON.

# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Regular Meeting** Agenda Item No. H.8.

**Meeting Date:** 5/20/2024

**Prepared By:** Tom Pruitt, Utility Engineer

**Approved By:** Robby Hefton, City Manager

**Caption:**

**** RESOLUTION NO. 7307***

Awarding a Bid to and Authorizing Execution of a Contract Between Western Municipal Construction of Texas, LLC and the Greater Texoma Utility Authority Based on an Invitation to Bid for the Post Oak Sanitary Sewer Improvements

**Issue:**

To consider awarding a bid to and authorizing execution of a contract between Western Municipal Construction of Texas, LLC of Justin, Texas, and the Greater Texoma Utility Authority based on an invitation to bid for the Post Oak Sanitary Sewer Improvements.

**Background:**

The project was originally requested to be designed for replacement at the request of the Utilities Department in 2021. The concern was wastewater lines that were in Post Oak Creek and also an adjacent wastewater line along a branch stream to the north and crossing Vancouver Street were exposed and in danger of breaking. Pipeline hardening was undertaken to temporarily protect the line at the time, and engineering analysis and route study undertaken to determine optimal cost and maintainability of the new lines was undertaken. Re-routing of the wastewater lines was determined to be the best choice of action and design completed. Due to budget concerns, the project was bid in two phases. Line A was bid as an additive alternate project and Line B was bid as the base bid project. After bids were opened, it was determined that funding is adequate to do both lines. The project was advertised on March 31, 2024.

The project is part of the CIP budget.

Seven (7) bidders responded to the request for bids. Bids were opened on April 30th, and the lowest, responsive, responsible bid in the amount of $4,124,945.30 was submitted by Western Municipal Construction of Texas, LLC. The Engineer recommends awarding to this contractor. A bid tabulation is attached.

**Origination:**

Engineering Department

**Financial Consideration:**

Funding in the amount of $4,124,945.30 will be provided through existing GTUA Open Market Bonds.

**Staff Recommendation:**

It is recommended that the bid be awarded for the Post Oak Sanitary Sewer Improvements to Western Municipal Construction of Texas, LLC in the amount of $4,124,945.30. 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

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**Attachments:**
1. Resolution No. 7307
2. Unsigned Agreement
3. Bid Tabulation
4. Letter of Recommendation
5. Location Map

**RESOLUTION NO. 7307**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT BETWEEN WESTERN MUNICIPAL CONSTRUCTION OF TEXAS, LLC AND THE GREATER TEXOMA UTILITY AUTHORITY BASED ON AN INVITATION TO BID FOR THE POST OAK SANITARY SEWER IMPROVEMENTS; 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 Western Municipal Construction of Texas, LLC of Justin, 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 Four Million One Hundred Twenty-Four Thousand Nine Hundred Forty-Five Dollars and Thirty Cents ($4,124,945.30) for the Post Oak Sanitary Sewer Improvements; 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 20th day of May 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"), Western Municipal Construction of Texas, LLC 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:

**Post Oak Sanitary Sewer Improvements**

Article 2. **ENGINEER**

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

Article 3. **CONTRACT TIME**

3.1 The Work must be substantially completed and ready for final payment within 240 calendar days from the date when the Contract Time commences to run, as provided in the General Conditions.

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

Article 4. **CONTRACT PRICE**

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

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

Article 5. **PAYMENT PROCEDURES**

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

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

Article 6. **INTEREST**

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

Article 7. **CONTRACTOR'S REPRESENTATIONS**

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

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

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

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

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

contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

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

8.1 This Agreement
8.2 Advertisement 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 Maintenance Bond and POA
8.17 Closeout Documents
8.18 Special Provisions
8.19 Technical Specification prepared or issued by the Huitt-Zollars Inc. dated 3/5/2024.
8.20 Drawings, consisting of sheets numbered 1 through 22, inclusive with each sheet bearing the following general title: **City of Sherman, Post Oak Sanitary Sewer Improvements.**
8.21 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: | CONTRACTOR: |
|---|---|
| Greater Texoma Utility Authority | Western Municipal Construction of Texas, LLC |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| | (Corporate Seal) |
| Attest: _____ | Attest: _____ |
| Address for giving notices: | Address for giving notices: |
| 5100 Airport Drive | 402 Gulf Ave |
| Denison, TX 75020 | Justin, TX 76247 |

POST OAK SANITARY SEWER IMPROVEMENTS BID TABULATION
CITY OF SHERMAN, TEXAS
BIDS DUE: 04/30/2024 @ 3:00 PM

| ITEM NO. | ITEM DESCRIPTION | UNIT | QUANTITY | AVERAGE UNIT PRICE | WESTERN MUNICIPAL CONSTRUCTION | | J&L CONSTRUCTION | | DICKERSON CONSTRUCTION | | CANARY CONSTRUCTION | | FM UTILITIES | | ATKINS BROS. EQUIP. CO. | | LYNN VESSELS CONSTRUCTION | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | UNIT PRICE | BID TOTAL | UNIT PRICE | BID TOTAL | UNIT PRICE | BID TOTAL | UNIT PRICE | BID TOTAL | UNIT PRICE | BID TOTAL | UNIT PRICE | BID TOTAL | UNIT PRICE | BID TOTAL |
| | **BASE BID (LINE B)** | | | | | | | | | | | | | | | | | |
| B.1 | MOBILIZATION | LS | 1 | $ 130,700.72 | $ 275,000.00 | $ 275,000.00 | $ 100,259.00 | $ 100,259.00 | $ 150,000.00 | $ 150,000.00 | $ 130,000.00 | $ 130,000.00 | $ 148,246.02 | $ 148,246.02 | $ 10,000.00 | $ 10,000.00 | $ 101,400.00 | $ 101,400.00 |
| B.2 | BARRICADES, SIGN AND TRAFFIC CONTROL | LS | 1 | $ 25,706.05 | $ 6,000.00 | $ 6,000.00 | $ 37,631.00 | $ 37,631.00 | $ 63,000.00 | $ 63,000.00 | $ 25,000.00 | $ 25,000.00 | $ 19,573.83 | $ 19,573.83 | $ 10,000.00 | $ 10,000.00 | $ 18,737.50 | $ 18,737.50 |
| B.3 | REMOVE & DISPOSE ASPHALT PAVING | SY | 2,265 | $ 48.29 | $ 33.00 | $ 74,745.00 | $ 8.10 | $ 18,346.50 | $ 30.00 | $ 67,950.00 | $ 150.00 | $ 339,750.00 | $ 55.56 | $ 125,843.40 | $ 40.00 | $ 90,600.00 | $ 21.40 | $ 48,471.00 |
| B.4 | REPLACE ASPHALT TRENCH PAVEMENT | SY | 2,265 | $ 142.94 | $ 71.00 | $ 160,815.00 | $ 131.56 | $ 297,983.40 | $ 80.00 | $ 181,200.00 | $ 175.00 | $ 396,375.00 | $ 197.16 | $ 446,567.40 | $ 191.00 | $ 432,615.00 | $ 154.89 | $ 350,825.85 |
| B.5 | REMOVE & DISPOSE CONCRETE CURB & GUTTER | LF | 19 | $ 78.96 | $ 17.00 | $ 323.00 | $ 293.00 | $ 5,567.00 | $ 100.00 | $ 1,900.00 | $ 50.00 | $ 950.00 | $ 22.75 | $ 432.25 | $ 20.00 | $ 380.00 | $ 50.00 | $ 950.00 |
| B.6 | REPLACE CONCRETE CURB & GUTTER | LF | 19 | $ 105.30 | $ 45.00 | $ 855.00 | $ 290.21 | $ 5,513.99 | $ 125.00 | $ 2,375.00 | $ 50.00 | $ 950.00 | $ 56.92 | $ 1,081.48 | $ 110.00 | $ 2,090.00 | $ 60.00 | $ 1,140.00 |
| B.7 | NOT USED | - | - | - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - |
| B.8 | 4" DOUBLE YELLOW THERMOPLASTIC STRIPE | LF | 206 | $ 39.30 | $ 1.25 | $ 257.50 | $ 173.72 | $ 35,786.32 | $ 30.00 | $ 6,180.00 | $ 40.00 | $ 8,240.00 | $ 4.88 | $ 1,005.28 | $ 4.00 | $ 824.00 | $ 21.24 | $ 4,375.44 |
| B.9 | ABANDON EXISTING MANHOLE | EA | 5 | $ 1,623.79 | $ 1,775.00 | $ 8,875.00 | $ 1,854.80 | $ 9,274.00 | $ 1,000.00 | $ 5,000.00 | $ 1,500.00 | $ 7,500.00 | $ 1,011.72 | $ 5,058.60 | $ 2,000.00 | $ 10,000.00 | $ 2,225.00 | $ 11,125.00 |
| B.10 | REMOVE EXISTING MANHOLE | EA | 7 | $ 2,049.99 | $ 1,900.00 | $ 13,300.00 | $ 692.43 | $ 4,847.01 | $ 3,000.00 | $ 21,000.00 | $ 2,000.00 | $ 14,000.00 | $ 1,819.97 | $ 12,739.79 | $ 3,000.00 | $ 21,000.00 | $ 1,937.50 | $ 13,562.50 |
| B.11 | ANTI-SEEPAGE COLLAR | EA | 12 | $ 1,284.02 | $ 2,020.00 | $ 24,240.00 | $ 838.75 | $ 10,065.00 | $ 1,500.00 | $ 18,000.00 | $ 650.00 | $ 7,800.00 | $ 2,635.65 | $ 31,627.80 | $ 1,000.00 | $ 12,000.00 | $ 343.75 | $ 4,125.00 |
| B.12 | 18" PVC SANITARY SEWER PIPE — SDR 26 | LF | 2,794 | $ 369.98 | $ 290.00 | $ 810,260.00 | $ 266.92 | $ 745,774.48 | $ 400.00 | $ 1,117,600.00 | $ 295.00 | $ 824,230.00 | $ 349.40 | $ 976,223.60 | $ 450.00 | $ 1,257,300.00 | $ 538.51 | $ 1,504,596.94 |
| B.13 | 18" PVC SANITARY SEWER PIPE — SDR 26 (OVER 20' DEEP) | LF | 522 | $ 458.23 | $ 156.00 | $ 81,432.00 | $ 355.92 | $ 185,790.24 | $ 454.00 | $ 236,988.00 | $ 340.00 | $ 177,480.00 | $ 641.06 | $ 334,633.32 | $ 600.00 | $ 313,200.00 | $ 660.65 | $ 344,859.30 |
| B.14 | 8" PVC SANITARY SEWER PIPE — SDR 26 | LF | 1,603 | $ 145.62 | $ 67.00 | $ 107,401.00 | $ 180.40 | $ 289,181.20 | $ 73.00 | $ 117,019.00 | $ 95.00 | $ 152,285.00 | $ 131.48 | $ 210,762.44 | $ 200.00 | $ 320,600.00 | $ 272.48 | $ 436,785.44 |
| B.15 | 6" PVC SANITARY SEWER PIPE — SDR 26 | LF | 7 | $ 177.17 | $ 200.00 | $ 1,400.00 | $ 152.29 | $ 1,066.03 | $ 120.00 | $ 840.00 | $ 90.00 | $ 630.00 | $ 92.15 | $ 645.05 | $ 190.00 | $ 1,330.00 | $ 395.77 | $ 2,770.39 |
| B.16 | 5' DIA. PRECAST FLAT TOP SSMH | EA | 10 | $ 19,478.69 | $ 14,150.00 | $ 141,500.00 | $ 18,913.90 | $ 189,139.00 | $ 15,000.00 | $ 150,000.00 | $ 16,000.00 | $ 160,000.00 | $ 35,077.53 | $ 350,775.30 | $ 21,000.00 | $ 210,000.00 | $ 16,209.37 | $ 162,093.70 |
| B.17 | 4' DIA. PRECAST FLAT TOP SSMH | EA | 14 | $ 10,984.18 | $ 6,050.00 | $ 84,700.00 | $ 10,224.21 | $ 143,138.94 | $ 8,000.00 | $ 112,000.00 | $ 8,500.00 | $ 119,000.00 | $ 17,899.87 | $ 250,598.18 | $ 19,000.00 | $ 266,000.00 | $ 7,215.18 | $ 101,012.52 |
| B.18 | RECONNECT EXISTING SANITARY SEWER SERVICE | EA | 28 | $ 2,165.12 | $ 1,000.00 | $ 28,000.00 | $ 1,709.32 | $ 47,860.96 | $ 1,500.00 | $ 42,000.00 | $ 3,500.00 | $ 98,000.00 | $ 2,796.52 | $ 78,302.56 | $ 1,600.00 | $ 44,800.00 | $ 3,050.00 | $ 85,400.00 |
| B.19 | CONNECT TO EXISTING SANITARY SEWER | EA | 9 | $ 5,246.56 | $ 2,250.00 | $ 20,250.00 | $ 2,836.11 | $ 25,524.99 | $ 14,000.00 | $ 126,000.00 | $ 3,500.00 | $ 31,500.00 | $ 4,188.44 | $ 37,695.96 | $ 1,000.00 | $ 9,000.00 | $ 8,951.39 | $ 80,562.51 |
| B.20 | B.O.T.O.C. STEEL ENCASEMENT | LF | 400 | $ 873.58 | $ 830.00 | $ 332,000.00 | $ 645.17 | $ 258,068.00 | $ 700.00 | $ 280,000.00 | $ 1,200.00 | $ 480,000.00 | $ 1,001.60 | $ 400,640.00 | $ 950.00 | $ 380,000.00 | $ 788.26 | $ 315,304.00 |
| B.21 | PLACEMENT OF BLOCK SODDING | SY | 1,726 | $ 19.96 | $ 9.50 | $ 16,397.00 | $ 26.23 | $ 45,272.98 | $ 25.00 | $ 43,150.00 | $ 15.00 | $ 25,890.00 | $ 17.45 | $ 30,118.70 | $ 40.00 | $ 69,040.00 | $ 6.56 | $ 11,322.56 |
| B.22 | FLOWABLE BACKFILL | CY | 50 | $ 290.24 | $ 390.00 | $ 19,500.00 | $ 273.88 | $ 13,694.00 | $ 250.00 | $ 12,500.00 | $ 400.00 | $ 20,000.00 | $ 292.78 | $ 14,639.00 | $ 200.00 | $ 10,000.00 | $ 225.00 | $ 11,250.00 |
| B.23 | TV INSP. OF NEW SANITARY SEWER LINES | LF | 4,926 | $ 3.72 | $ 1.05 | $ 5,172.30 | $ 4.43 | $ 21,822.18 | $ 5.00 | $ 24,630.00 | $ 3.00 | $ 14,778.00 | $ 5.00 | $ 24,630.00 | $ 6.00 | $ 29,556.00 | $ 1.56 | $ 7,684.56 |
| B.24 | TRENCH EXCAVATION SAFETY AND SUPPORT | LF | 4,484 | $ 10.82 | $ 1.00 | $ 4,484.00 | $ 13.42 | $ 60,175.28 | $ 5.00 | $ 22,420.00 | $ 3.00 | $ 13,452.00 | $ 10.80 | $ 48,427.20 | $ 40.00 | $ 179,360.00 | $ 2.50 | $ 11,210.00 |
| B.25 | SWPPP | LS | 1 | $ 10,261.98 | $ 11,000.00 | $ 11,000.00 | $ 9,950.00 | $ 9,950.00 | $ 8,000.00 | $ 8,000.00 | $ 12,500.00 | $ 12,500.00 | $ 11,383.89 | $ 11,383.89 | $ 10,000.00 | $ 10,000.00 | $ 9,000.00 | $ 9,000.00 |
| B.26 | CONSTRUCTION STAKING | LS | 1 | $ 17,947.03 | $ 8,300.00 | $ 8,300.00 | $ 19,337.00 | $ 19,337.00 | $ 18,000.00 | $ 18,000.00 | $ 16,500.00 | $ 16,500.00 | $ 14,742.24 | $ 14,742.24 | $ 30,000.00 | $ 30,000.00 | $ 18,750.00 | $ 18,750.00 |
| B.27 | 30" DRILL SHAFTS | LF | 40 | $ 525.83 | $ 600.00 | $ 24,000.00 | $ 1,093.38 | $ 43,735.20 | $ 600.00 | $ 24,000.00 | $ 210.00 | $ 8,400.00 | $ 461.03 | $ 18,441.20 | $ 300.00 | $ 12,000.00 | $ 416.41 | $ 16,656.40 |
| B.28 | PIER CAP CLASS "C" CONCRETE | CY | 2.5 | $ 4,743.02 | $ 13,400.00 | $ 33,500.00 | $ 10,868.80 | $ 27,172.00 | $ 2,500.00 | $ 6,250.00 | $ 1,200.00 | $ 3,000.00 | $ 819.85 | $ 2,049.63 | $ 1,900.00 | $ 4,750.00 | $ 2,512.50 | $ 6,281.25 |
| B.29 | PIPE ENCASEMENT | LF | 42 | $ 471.73 | $ 535.00 | $ 22,470.00 | $ 659.40 | $ 27,694.80 | $ 400.00 | $ 16,800.00 | $ 400.00 | $ 16,800.00 | $ 512.20 | $ 21,512.40 | $ 400.00 | $ 16,800.00 | $ 395.48 | $ 16,610.16 |
| B.30 | CONTINGENCY ALLOWANCE | LS | 1 | $ 236,000.00 | $ 236,000.00 | $ 236,000.00 | $ 236,000.00 | $ 236,000.00 | $ 236,000.00 | $ 236,000.00 | $ 236,000.00 | $ 236,000.00 | $ 236,000.00 | $ 236,000.00 | $ 236,000.00 | $ 236,000.00 | $ 236,000.00 | $ 236,000.00 |
| | **SUBTOTAL BASE BID (LINE B)** | | | | $ | **2,552,176.80** | $ | **2,915,670.50** | $ | **3,110,802.00** | $ | **3,341,010.00** | $ | **3,854,396.52** | $ | **3,989,245.00** | $ | **3,932,862.02** |
| | **ALTERNATE BID (LINE A)** | | | | | | | | | | | | | | | | | |
| A.1 | MOBILIZATION | LS | 1 | $ 93,760.16 | $ 255,000.00 | $ 255,000.00 | $ 81,966.00 | $ 81,966.00 | $ 87,500.00 | $ 87,500.00 | $ 75,000.00 | $ 75,000.00 | $ 79,205.11 | $ 79,205.11 | $ 10,000.00 | $ 10,000.00 | $ 67,650.00 | $ 67,650.00 |
| A.2 | BARRICADES, SIGN & TRAFFIC CONTROL | LS | 1 | $ 22,876.92 | $ 5,600.00 | $ 5,600.00 | $ 41,725.00 | $ 41,725.00 | $ 49,000.00 | $ 49,000.00 | $ 20,000.00 | $ 20,000.00 | $ 15,075.96 | $ 15,075.96 | $ 10,000.00 | $ 10,000.00 | $ 18,737.50 | $ 18,737.50 |
| A.3 | REMOVE & DISPOSE ASPHALT PAVING | SY | 2,205 | $ 52.93 | $ 33.00 | $ 72,765.00 | $ 11.20 | $ 24,696.00 | $ 30.00 | $ 66,150.00 | $ 175.00 | $ 385,875.00 | $ 59.86 | $ 131,991.30 | $ 40.00 | $ 88,200.00 | $ 21.46 | $ 47,319.30 |
| A.4 | REPLACE ASPHALT TRENCH PAVEMENT | SY | 2,205 | $ 137.52 | $ 71.00 | $ 156,555.00 | $ 144.46 | $ 318,534.30 | $ 80.00 | $ 176,400.00 | $ 150.00 | $ 330,750.00 | $ 198.45 | $ 437,582.25 | $ 191.00 | $ 421,155.00 | $ 127.70 | $ 281,578.50 |
| A.5 | NOT USED | - | - | - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - | - | $ - |
| A.6 | 4" DOUBLE YELLOW THERMOPLASTIC STRIPE | LF | 390 | $ 21.67 | $ 1.25 | $ 487.50 | $ 60.32 | $ 23,524.80 | $ 30.00 | $ 11,700.00 | $ 40.00 | $ 15,600.00 | $ 4.88 | $ 1,903.20 | $ 4.00 | $ 1,560.00 | $ 11.22 | $ 4,375.80 |
| A.7 | ABANDON EXISTING MANHOLE | EA | 6 | $ 1,553.82 | $ 1,775.00 | $ 10,650.00 | $ 1,359.17 | $ 8,155.02 | $ 1,000.00 | $ 6,000.00 | $ 1,500.00 | $ 9,000.00 | $ 1,075.90 | $ 6,455.40 | $ 2,000.00 | $ 12,000.00 | $ 2,166.67 | $ 13,000.02 |
| A.8 | ANTI-SEEPAGE COLLAR | EA | 9 | $ 1,442.86 | $ 2,020.00 | $ 18,180.00 | $ 1,877.56 | $ 16,898.04 | $ 1,500.00 | $ 13,500.00 | $ 650.00 | $ 5,850.00 | $ 2,708.68 | $ 24,378.12 | $ 1,000.00 | $ 9,000.00 | $ 343.75 | $ 3,093.75 |
| A.9 | 21" PVC SANITARY SEWER PIPE — SDR 26 | LF | 1,817 | $ 388.44 | $ 315.00 | $ 572,355.00 | $ 302.52 | $ 549,678.84 | $ 445.00 | $ 808,565.00 | $ 295.00 | $ 536,015.00 | $ 287.92 | $ 523,150.64 | $ 475.00 | $ 863,075.00 | $ 598.67 | $ 1,087,783.39 |
| A.10 | 15" PVC SANITARY SEWER PIPE — SDR 26 | LF | 7 | $ 358.13 | $ 290.00 | $ 2,030.00 | $ 566.57 | $ 3,965.99 | $ 275.00 | $ 1,925.00 | $ 240.00 | $ 1,680.00 | $ 331.10 | $ 2,317.70 | $ 300.00 | $ 2,100.00 | $ 504.24 | $ 3,529.68 |
| A.11 | 8" PVC SANITARY SEWER PIPE — SDR 26 | LF | 1,556 | $ 149.03 | $ 57.00 | $ 88,692.00 | $ 163.18 | $ 253,908.08 | $ 75.00 | $ 116,700.00 | $ 95.00 | $ 147,820.00 | $ 131.46 | $ 204,551.76 | $ 200.00 | $ 311,200.00 | $ 321.54 | $ 500,316.24 |
| A.12 | 5' DIA. PRECAST FLAT TOP SSMH | EA | 7 | $ 19,344.27 | $ 18,800.00 | $ 131,600.00 | $ 17,905.43 | $ 125,338.01 | $ 15,000.00 | $ 105,000.00 | $ 16,000.00 | $ 112,000.00 | $ 30,524.84 | $ 213,673.88 | $ 21,000.00 | $ 147,000.00 | $ 16,179.64 | $ 113,257.48 |
| A.13 | 4' DIA. PRECAST FLAT TOP SSMH | EA | 6 | $ 11,920.10 | $ 8,050.00 | $ 48,300.00 | $ 12,201.67 | $ 73,210.02 | $ 9,000.00 | $ 54,000.00 | $ 8,500.00 | $ 51,000.00 | $ 18,817.79 | $ 112,906.74 | $ 19,000.00 | $ 114,000.00 | $ 7,871.25 | $ 47,227.50 |
| A.14 | RECONNECT EXISTING SANITARY SEWER SERVICE | EA | 34 | $ 2,239.60 | $ 1,500.00 | $ 51,000.00 | $ 1,948.71 | $ 66,256.14 | $ 1,500.00 | $ 51,000.00 | $ 3,500.00 | $ 119,000.00 | $ 2,828.52 | $ 96,169.68 | $ 1,600.00 | $ 54,400.00 | $ 2,800.00 | $ 95,200.00 |
| A.15 | FURNISH & INSTALL SANITARY SEWER SERVICE | EA | 5 | $ 2,867.65 | $ 2,525.00 | $ 12,625.00 | $ 1,642.60 | $ 8,213.00 | $ 2,500.00 | $ 12,500.00 | $ 3,500.00 | $ 17,500.00 | $ 3,230.92 | $ 16,154.60 | $ 4,000.00 | $ 20,000.00 | $ 2,675.00 | $ 13,375.00 |
| A.16 | CONNECT TO EXISTING SANITARY SEWER | EA | 3 | $ 4,023.31 | $ 2,900.00 | $ 8,700.00 | $ 2,833.33 | $ 8,499.99 | $ 2,500.00 | $ 7,500.00 | $ 4,000.00 | $ 12,000.00 | $ 3,179.85 | $ 9,539.55 | $ 3,000.00 | $ 9,000.00 | $ 9,750.00 | $ 29,250.00 |
| A.17 | TELEVISION INSPECTION OF NEW SANITARY SEWER LINES | LF | 3,380 | $ 4.19 | $ 1.05 | $ 3,549.00 | $ 6.70 | $ 22,646.00 | $ 5.00 | $ 16,900.00 | $ 3.00 | $ 10,140.00 | $ 5.00 | $ 16,900.00 | $ 7.00 | $ 23,660.00 | $ 1.56 | $ 5,272.80 |
| A.18 | TRENCH EXCAVATION SAFETY AND SUPPORT | LF | 3,380 | $ 6.10 | $ 1.00 | $ 3,380.00 | $ 11.78 | $ 39,816.40 | $ 5.00 | $ 16,900.00 | $ 3.00 | $ 10,140.00 | $ 9.43 | $ 31,873.40 | $ 10.00 | $ 33,800.00 | $ 2.50 | $ 8,450.00 |
| A.19 | SWPPP | LS | 1 | $ 10,169.84 | $ 9,000.00 | $ 9,000.00 | $ 9,305.00 | $ 9,305.00 | $ 6,000.00 | $ 6,000.00 | $ 6,500.00 | $ 6,500.00 | $ 11,383.90 | $ 11,383.90 | $ 20,000.00 | $ 20,000.00 | $ 9,000.00 | $ 9,000.00 |
| A.20 | CONSTRUCTION STAKING | LS | 1 | $ 12,777.51 | $ 8,300.00 | $ 8,300.00 | $ 19,398.00 | $ 19,398.00 | $ 12,500.00 | $ 12,500.00 | $ 11,000.00 | $ 11,000.00 | $ 10,119.58 | $ 10,119.58 | $ 15,000.00 | $ 15,000.00 | $ 13,125.00 | $ 13,125.00 |
| A.21 | CONTINGENCY ALLOWANCE | LS | 1 | $ 114,000.00 | $ 114,000.00 | $ 114,000.00 | $ 114,000.00 | $ 114,000.00 | $ 114,000.00 | $ 114,000.00 | $ 114,000.00 | $ 114,000.00 | $ 114,000.00 | $ 114,000.00 | $ 114,000.00 | $ 114,000.00 | $ 114,000.00 | $ 114,000.00 |
| | **SUBTOTAL ALTERNATE BID (LINE A)** | | | | $ | **1,572,768.50** | $ | **1,809,734.63** | $ | **1,733,740.00** | $ | **1,990,870.00** | $ | **2,059,332.77** | $ | **2,279,150.00** | $ | **2,475,541.96** |
| | **TOTAL BID: BASE + ALTERNATE** | | | | $ | **4,124,945.30** | $ | **4,725,405.13** | $ | **4,844,542.00** | $ | **5,331,880.00** | $ | **5,913,729.29** | $ | **6,268,395.00** | $ | **6,408,403.98** |

HUITT ZOLLARS

May 10, 2024

Mr. Tom Pruit, PE
Utility Engineer
City of Sherman
220 W. Mulberry St.
Sherman, TX 75090

Re: Recommendation of Award
Post Oak Sanitary Sewer Improvements

Dear Mr. Pruitt:

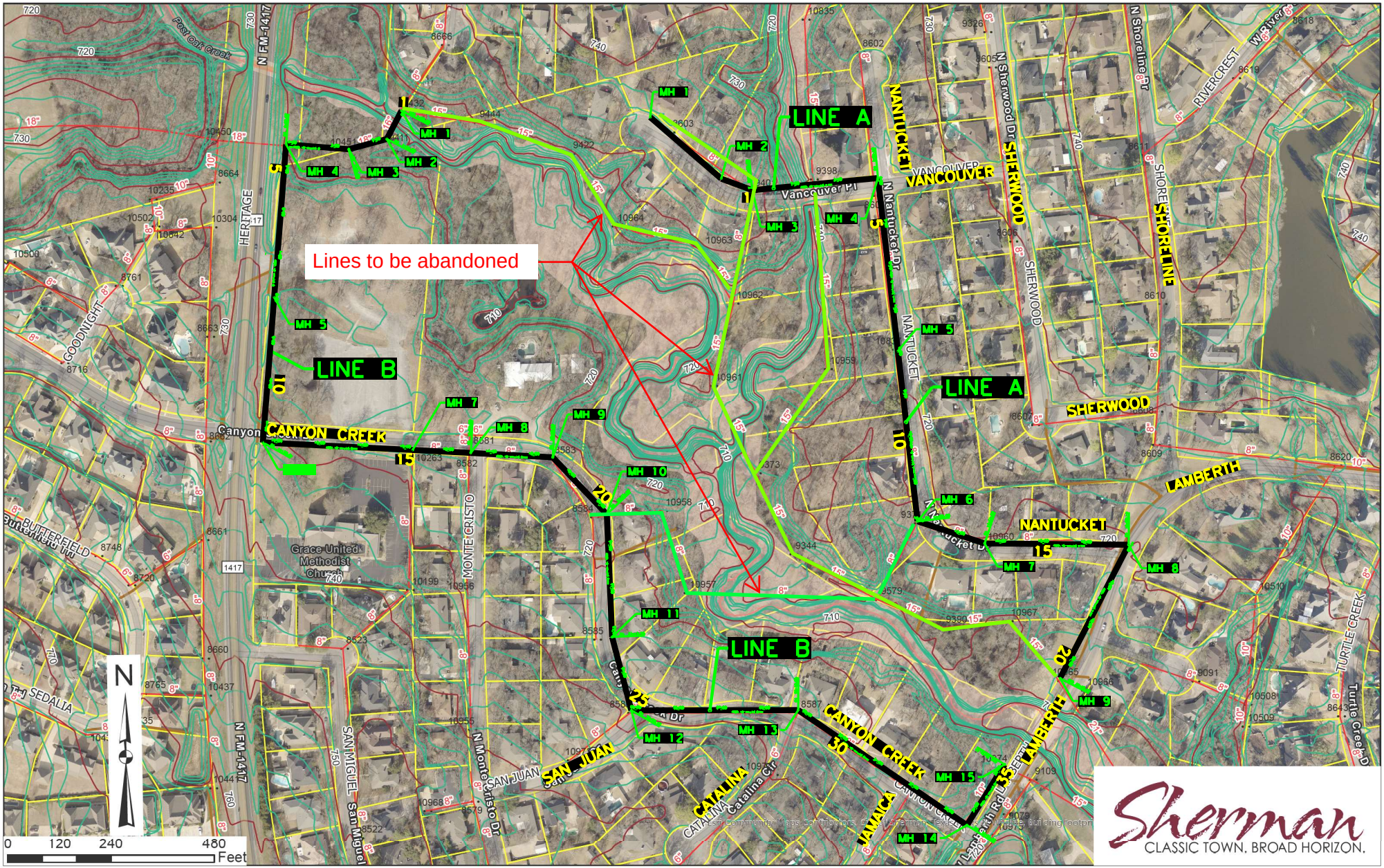
Huitt-Zollars, Inc. has reviewed the low bid submitted by Western Municipal Construction of Texas, LLC and has determined that they meet the minimum required qualifications and provided sufficient recommendations to verify their capabilities for this project.

Sincerely,

HUITT-ZOLLARS, INC.



Kellen Robertson, PE
Sr. Associate




**Project Location Map**

# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Regular Meeting** Agenda Item No. H.9.

**Meeting Date:** 5/20/2024

**Prepared By:** Wayne Lee, Director of Engineering

**Approved By:** Robby Hefton, City Manager

**Caption:**

**** RESOLUTION NO. 7308***

Awarding a Bid to and Authorizing Execution of a Contract with Mountain Cascade of Texas, LLC, Based on an Invitation to Bid for the NTMWD 72-inch WL Replacement

**Issue:**

To consider awarding a bid to and authorizing execution of a contract with Mountain Cascade of Texas, LLC of Alvarado, Texas, based on an invitation to bid for the NTMWD 72-inch WL Replacement project.

**Background:**

During the design of Shepherd Drive, North Texas Municipal Water District (NTMWD) advised that the existing 72" water main, based upon the design plans, has the potential to rupture under the new paving. Staff determined the best course of action would be to replace the aged section of pipe, to reduce the potential of having the new roadway closed due to the potential damage. Several options were considered and discussed with NTMWD concerning the protection and replacement of the line. The most expedient and cost effective solution was to replace the line in lieu of attempting to protect the old line in place. The City chose to design and construct a new 72" line. The project was designed, advertised and bid. The City received five (5) bidders, which were scored based upon the construction cost, the time to install and the firms qualifications.

Five (5) bidders responded to the request for bids. The lowest bid in the amount of $1,203,840.00 was submitted by Mountain Cascade of Texas, LLC of Alvarado, Texas. A bid tabulation is attached.

**Origination:**

Engineering Department

**Financial Consideration:**

The total funding needed for this contract is $1,203,840.00. This will be funded by CO's.

**Staff Recommendation:**

It is recommended that the bid be awarded for the NTMWD 72-inch WL Replacement to Mountain Cascade of Texas, LLC in the amount of $1,203,840.00. It is also recommended that the City Manager be authorized to execute the required contract documents.

**Alternatives:**

As may be directed by City Council

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**Attachments:**

1. Resolution No. 7308
2. Unsigned Agreement
3. Bid Tabulation
4. Location Map
5. Award Recommendation

**RESOLUTION NO. 7308**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH MOUNTAIN CASCADE OF TEXAS, LLC., BASED ON AN INVITATION TO BID FOR THE NTMWD 72-INCH WL REPLACEMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That Mountain Cascade of Texas, LLC., of Alvarado, Texas, is hereby awarded the bid and the City of Sherman hereby approves the contract with Mountain Cascade of Texas, LLC., in the amount of One Million Two Hundred Three Thousand Eight Hundred Forty Dollars and Zero Cents ($1,203,840.00) for the NTMWD 72-inch WL Replacement; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Mountain Cascade of Texas, LLC, for the construction of the aforementioned improvements, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS** on this the 20th day of May 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 CITY OF SHERMAN, TEXAS, a home-rule municipality (the "CITY"), and Mountain Cascade of Texas, LLC., a corporation (the "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to collectively as the "parties" or individually as a "party."

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

Article 1. **WORK**

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

**NTMWD 72-inch WL Replacement**

Article 2. **ENGINEER**

The Project has been designed by Kimley-Horn and Associates, 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 meet the milestone completion of and ready for final payment by the **40th week after notice to proceed** and the **6th week after NTMWD approves the shutdown plan and all materials are acquired,** as provided in the General 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 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 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 $ 5000.00 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.

Project shall meet the milestone completion on or before **40th week after notice to proceed**. Liquidated Damages will be enforced if above condition is not met, and are $1,000 per day until substantial completion is met Additional time (day(s)) for inclement weather or delay will not be considered on this milestone.

- In addition, liquidated damages are stipulated in Section 01 35 00, SPECIAL PROCEDURES, for

failure to meet milestone completions. The Owner will be the sole judge as to whether the work has been completed within the allotted time. Assessment of liquidated damages by the Owner shall not constitute a waiver of the Owner's right to sue and collect additional damages which Owner may sustain by the failure of the Contractor to perform in accordance with the terms of its Contract.

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 Unit Price Bid Schedule included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

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

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.

7.9 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 Advertisement for Bids
8.3 Instructions to Offerors

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 Offeror'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 Maintenance Bond and POA
8.17 Closeout Documents
8.18 Davis-Bacon Wage Determinations
8.19 Special Provisions
8.20 Technical Specifications
8.21 Drawings, consisting of sheets numbered G1 through BC(10)-14, inclusive with each sheet bearing the following general title: Construction Plans for NTMWD 72-inch WL Replacement.
8.22 Addenda numbers _1__ to __2__, inclusive.
8.23 Documentation submitted by CONTRACTOR prior to Notice of Award, identified as Bid Proposal
8.24 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

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

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

Article 9. **INDEMNITY**

**CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES**

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

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

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

Article 10. **LIABILITY**

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

Agreement, and for any and all damage to CONTRACTOR's equipment and other property. CITY assumes no such responsibility or liability. CITY shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

Article 11. **TERMINATION**

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

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

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

Article 12. **MISCELLANEOUS**

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

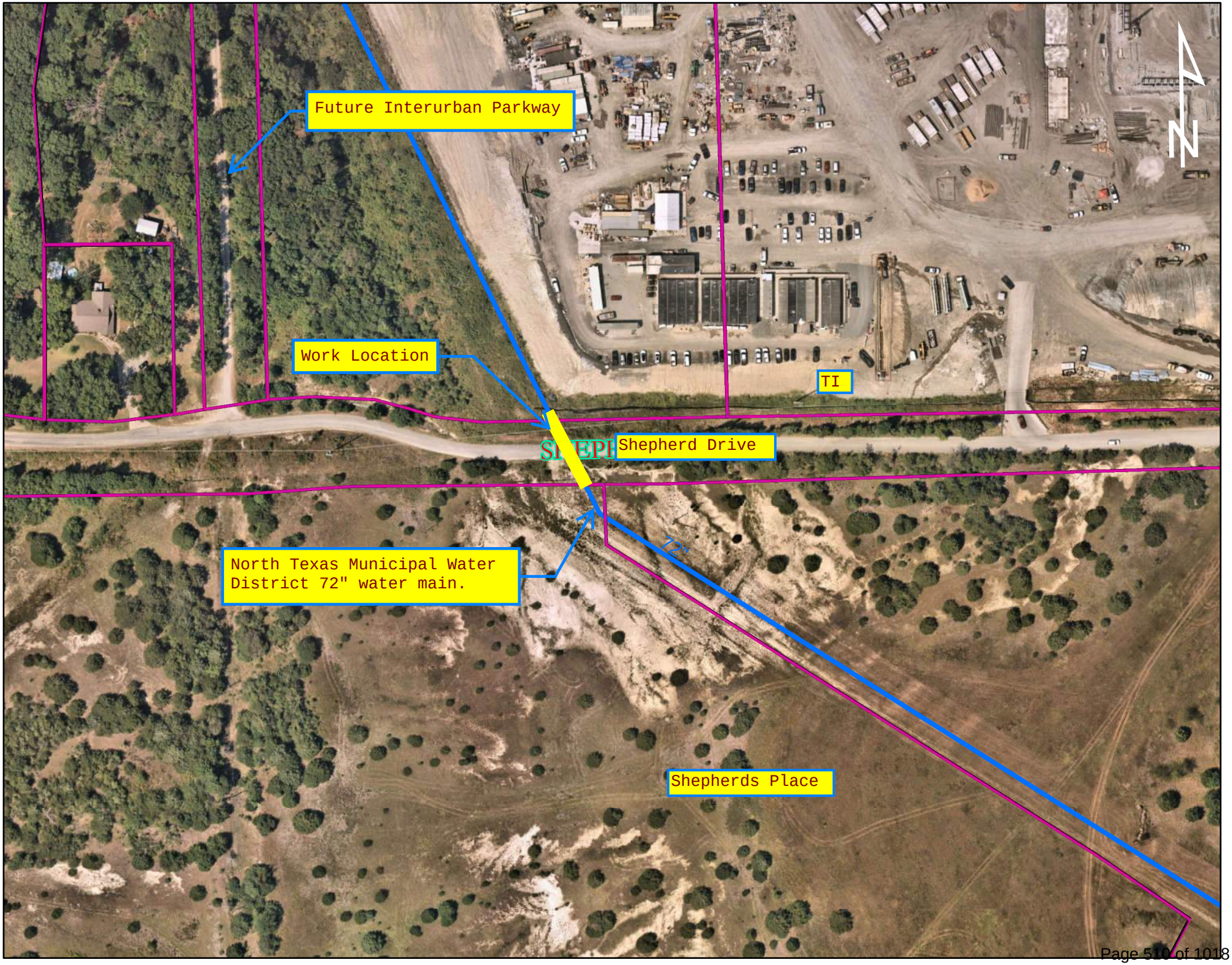
Article 13. **OTHER PROVISIONS**

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: Mountain Cascade of Texas, LLC |
| _____ | _____ |
| By: _____ | By: _____ |
| Date: _____ | Date: _____ |
| | (Corporate Seal) |
| Attest: _____ | Attest: _____ |
| Address for giving notices: | Address for giving notices: |
| 220 W. Mulberry St.<br>Sherman, TX 75090 | 5340 E US Hwy 67<br>Alvarado, Tx 76009 |

| | COMPETITIVE SEALED PROPOSAL EVALUATION | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Rankings** | **Company** | **Bid Price ($)** | **Points** | **Contractor Qualification Points (20 max)** | **Construction Time (days)** | **Points** | **Sub-Total Points** | **NTMWD Rankings** | |
| **1** | Mountain Cascade TX | $ 1,203,840.00 | 40.00 | 10.00 | 150 | 32.00 | **82.00** | 2.00 | |
| **3** | Canary Construction, Inc. | $ 1,551,900.00 | 31.03 | 6.67 | 280 | 17.14 | **54.84** | 3.00 | |
| **2** | Belt Construction | $ 1,851,920.00 | 26.00 | 5.00 | 120 | 40.00 | **71.00** | 4.00 | |
| **5** | Garney Construction | $ 1,963,250.00 | 24.53 | 20.00 | NR | 0.00 | **44.53** | 1.00 | Non-Responsive |
| **4** | Western Municipal Construction | $ 1,989,524.46 | 24.20 | 15.00 | 322 | 14.91 | **54.11** | 5.00 | |


Future Interurban Parkway
Work Location
TI
Shepherd Drive
North Texas Municipal Water District 72" water main.
72"
Shepherds Place

Kimley»Horn

May 13, 2024

Mr. Greg Perry, P.E.
City of Sherman
220 W. Mulberry Street
Sherman, TX 75090

**RE:** ***CIP Project 3109 – NTMWD 72-inch WL Relocation***
***Recommendation of Award***
***KH No. 063493017***

Dear Greg,

On Friday May 3, 2024, the City of Sherman (City) received bids for the construction of the NTMWD 72-inch WL Relocation project. The project includes water line replacement, grading, temporary paving, fiber optic modifications, test control stations, and erosion control.

The project was a competitive sealed proposal (CSP) that consisted of price, qualifications, and construction time. There was a total of five (5) bidders with the following bids:

| BIDDERS | Calculated Bid Total | As-Read Bid Total | Construction Time (days) |
|---|---|---|---|
| Mountain Cascade TX | **$1,203,840.00** | **$1,203,840.00** | **150** |
| Canary Construction, Inc. | $1,551,900.00 | $1,546,300.00 | 280 |
| Belt Construction of Texas, LLC. | $1,851,920.00 | $1,851,920.00 | 120 |
| Garney Construction | $1,963,250.00 | $1,963,250.00 | NR |
| Western Municipal Construction | $1,989,524.46 | $1,989,524.46 | 322 |

It should be noted that calculation errors were identified in the bid forms for Canary Construction, Inc. The table identifies the calculated bid total developed from each individual bid item unit price multiplied by bid item quantity as well as the as-read bid total.

Bid Bonds were received for each of the five bidders. Mountain Cascade appears to be the lowest responsible bidder and scored highest number of points (82.00) according to the CSP scoring criteria. Mountain Cascade has routinely been involved in water line projects of this type. It is our recommendation that the City award the construction contract to Mountain Cascade in the amount of $1,203,840.00.

We appreciate the opportunity to continue to work with the City on this project. If you have any questions, please do not hesitate to contact me.

Sincerely,



Ben Gleichert, P.E.
Project Manager
BJG

| | COMPETITIVE SEALED PROPOSAL EVALUATION | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Rankings** | **Company** | **Bid Price ($)** | **Points** | **Contractor Qualification Points (20 max)** | **Construction Time (days)** | **Points** | **Sub-Total Points** | **NTMWD Rankings** | |
| **1** | Mountain Cascade TX | $ 1,203,840.00 | 40.00 | 10.00 | 150 | 32.00 | **82.00** | 2.00 | |
| **3** | Canary Construction, Inc. | $ 1,551,900.00 | 31.03 | 6.67 | 280 | 17.14 | **54.84** | 3.00 | |
| **2** | Belt Construction | $ 1,851,920.00 | 26.00 | 5.00 | 120 | 40.00 | **71.00** | 4.00 | |
| **5** | Garney Construction | $ 1,963,250.00 | 24.53 | 20.00 | NR | 0.00 | **44.53** | 1.00 | Non-Responsive |
| **4** | Western Municipal Construction | $ 1,989,524.46 | 24.20 | 15.00 | 322 | 14.91 | **54.11** | 5.00 | |

# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Regular Meeting** Agenda Item No. H.10.

**Meeting Date:** 5/20/2024

**Prepared By:** Tom Pruitt, Utility Engineer

**Approved By:** Robby Hefton, City Manager

**Caption:**

**** RESOLUTION NO. 7309***

Authorizing Execution of a Professional Services Agreement with Mead & Hunt, Inc. for the Post Oak Wastewater Treatment Plant Digester Evaluation and Preliminary Engineering Feasibility Report

**Issue:**

To consider a Professional Services Agreement with Mead & Hunt, Inc. for the Post Oak Wastewater Treatment Plant Digester Evaluation and Preliminary Engineering Feasibility Report

**Background:**

These projects are included in the 2023 and 2024 WWTP CIP. Mead & Hunt will develop an opinion of probable construction cost for replacement of Equalization Basin blowers & building and a Digester Evaluation for the Post Oak Wastewater Treatment Plant.

The objective of the project is to evaluate sludge handling options and prepare a Preliminary Engineering Feasibility Report (PEFR) for a Texas Water Development Board (TWDB) Clean Water State Revolving Fund (CWSRF) application. It is recognized that the specific assignment under this agreement does not involve final design or construction-related services. The purpose of the PSA is for evaluation of optimal digestion and creation of engineering report to satisfy Texas Water Development Board funding application.

**Origination:**

Engineering Department

**Financial Consideration:**

Funding in the amount of $114,112 is required and is available through the 2024 GTUA Open Market Bonds

**Staff Recommendation:**

It is recommended that the contract for professional services with Mead & Hunt, Inc. for the Post Oak Wastewater Treatment Plant Digester Evaluation and Preliminary Engineering Feasibility Report be approved.

**Alternatives:**

As may be directed by the City Council

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**Attachments:**

1. Resolution No. 7309
2. Professional Services Agreement
3. Location Map

**RESOLUTION NO. 7309**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MEAD & HUNT, INC. FOR THE POST OAK WASTEWATER TREATMENT PLANT DIGESTER EVALUATION AND PRELIMINARY ENGINEERING FEASIBILITY REPORT; 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 Mead & Hunt, Inc. for the Post Oak Wastewater Treatment Plant Digester Evaluation and Preliminary Engineering Feasibility Report, 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 20th day of May 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**

**BETWEEN**

**THE CITY OF SHERMAN, TEXAS AND**

**MEAD & HUNT, 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: **Mead & Hunt, Inc.**
6001 Interstate 20 West, Suite 219
Arlington, Texas 76017
Telephone: (817) 719-0372

for the following Project: **Post Oak Wastewater Treatment Plant**
**Digester Evaluation and Preliminary Engineering Feasibility Report**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Mead & Hunt, 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 civil engineering services for the Post Oak Wastewater Treatment 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, and for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## ARTICLE 1
## CONSULTANT'S SERVICES

1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.

1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes ("Scope of Services"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of written amendment, may be authorized from time to time by City ("Amendment(s)").

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 the subcontracts. A duly executed, written Amendment requiring additional funding of $50,000 or more of the original contract price 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 OF SHERMAN**.

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 percent complete basis in an amount not to exceed one hundred fourteen thousand and one hundred twelve dollars ($114,112.00) ("Consultant's Fee"); and (b) paid in accordance with this Article 3 and the Project Design Budget Summary as set forth in **Exhibit B**.

3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.

3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement. Consultant shall submit his findings in writing to City, or submit a written

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

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

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

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

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

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

**Hourly Billable Rates by Position**

| Position | Hourly Rate |
|---|---|
| Principal | $275 |
| Senior Project Manager | $245 |
| Project Scientist | $190 |
| Technician | $120 |
| Admin | $81 |

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

3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.

3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter "D" of the TEX. GOV'T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.

3.8 **Adjusted Compensation** – If the Scope of the Project ("Scope of the Project") or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant's compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.

3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to

Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

3.10 **Fixed Budget Limit for Construction Cost** - If a fixed budget limit for the Construction Cost has been established, the Consultant shall be permitted to make reasonable adjustments in the scope of the Project and to include alternate bid items in the Bid Proposal to adjust the Construction Cost to the fixed limit. However, this paragraph shall not operate to increase the fixed budget limit of the Construction Cost established in the following paragraph. All adjustments in the scope of the Project shall be approved by the City and documented in writing. Should the lowest bona fide bid for construction of the Project be in excess of 130% of $(Not Applicable – This contract does not involve design or construction) due to the negligence of the Consultant, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or re-negotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4), require that the Consultant adjust the Project scope or quality, or both, as necessary to reduce the Construction Cost to within the budgetary constraints. In the case of (4) the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitation on Construction Cost. These revisions and modifications may include splitting the Project into multiple Construction Phases that will fall within budget constraints. The Consultant shall provide the services defined in Exhibit A, as required, for each of the new phases created by splitting the Project. Absent negligence on the part of the Consultant in making its estimates of probable Construction Cost, providing services as defined in Exhibit A shall be the limit of the Consultant's liability arising from the establishment of such fixed limitation of Construction Costs. The Consultant shall be entitled to compensation for all other services performed in accordance with this Agreement.

## 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.

**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.

5.3 **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:

**Charlotte Smith**

Senior Project Manager
Mead & Hunt, Inc.
6001 Interstate 20 West, Suite 219
Arlington, Texas 76017
Telephone: (817) 719-0372
Email: Charlotte.Smith@meadhunt.com

## ARTICLE 12
## MISCELLANEOUS

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

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

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

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

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

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

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

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, or **Exhibit F** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F** 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 2023-2024 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 2023-2024 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:**
**Mead & Hunt, Inc.**

By: Charlotte D. Smith
Charlotte Smith
Senior Project Manager

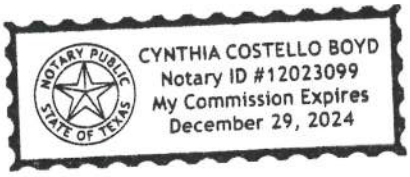
**APPROVED AS TO FORM**:

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

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **CHARLOTTE SMITH**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; SHE ACKNOWLEDGED TO ME THAT SHE ACKNOWLEDGED TO ME THAT SHE IS A SENIOR PROJECT MANAGER AND IS A DULY AUTHORIZED REPRESENTATIVE FOR **MEAD & HUNT**, AND THAT SHE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 7 DAY OF May 2024.




Cynthia Costello Boyd
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 12/29/2024

## I. PROJECT DESCRIPTION

A. Mead & Hunt will assist with development of an opinion of probable construction cost for replacement of Equalization Basin blowers and a Digester Evaluation for the Post Oak Wastewater Treatment Plant. The objective of the project is to evaluate sludge handling options and prepare a Preliminary Engineering Feasibility Report (PEFR) for a Texas Water Development Board (TWDB) Clean Water State Revolving Fund (CWSRF) application.

B. It is recognized that the specific assignment under this agreement does not involve final design or construction-related services. Provisions of this contract that address preparation of plans, specifications, and construction documents are not applicable to this specific assignment.

C. Scope of Services
The Scope of Services that Mead & Hunt will provide for this project are opinion of probable construction costs for replacement of Equalization Basin blowers and improvements at sludge handling. The recommended sludge handling option will be incorporated into a PEFR for a TWDB CWSFR application. The tasks associated with the basic activities are described in III. Task Summary.

## 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.

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. Coordinate, prepare for and attend project initiation meeting to discuss historical issues, costs and goals at sludge handling.
2. Develop and summarize opinion of probable construction cost for replacement of Equalization Basin blowers including moving electrical to new Electrical Building, replacing man door, adding card access security, and replacing lighting.
3. Collect, summarize and review historical flow and sludge data and O&M costs associated with sludge handling.
4. Coordinate, prepare for and attend project workshop to determine design average flow (expected to range from 8 to 12 MGD) for Digester Evaluation and review summarized historical data and costs.
5. Evaluate and summarize condition of existing Digesters, mixers and gas handling facilities.
6. Evaluate six options for sludge handling including
    a. rehabilitation of Digester No. 2 without gas recovery,
    b. rehabilitation of Digester No. 2 with gas recovery,
    c. construction of one or two new anaerobic digester(s) without gas recovery,
    d. construction of one or two new anaerobic digester(s) with gas recovery,
    e. aerated sludge holding,
    f. digesting only primary sludge and storing WAS separately.
7. Coordinate and attend two site visits of existing installations of suitable anaerobic digester mixing equipment. Site visits anticipate to be within the DFW Metroplex.
8. Evaluate and summarize impacts to local limits for metals if anerobic digestion removed from sludge handling. Consider impact of routing discharges from the majority of industries to new South plant.
9. Coordinate, prepare for and attend project workshop to review sludge handling options to

detail in Digester Evaluation summary memorandum.

10. Prepare Digester Evaluation Summary memorandum, with section on Equalization Basin blower replacement cost opinion. Submit memorandum for internal then Client review.
11. Coordinate, prepare for and attend project review meeting to discuss draft Digester Evaluation.
12. Incorporate City review comments and finalize Preliminary Engineering Feasibility Report to be used for a TWDB CWSRF application.
13. Prepare presentation and attend City Council meeting to present recommended improvements to City Council.

## 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. Only preliminary design included. Detailed design anticipated to follow in subsequent phase.

**EXHIBIT B**
**PROJECT DESIGN BUDGET SUMMARY**

## I. Basic Services

Work described as Basic Services will be conducted on a percent complete basis. Mead & Hunt will provide services up to and will not exceed $ 114,112 without prior approval from the City.

EXHIBIT B
EVALUATION PROJECT BUDGET SUMMARY

| | | |
|---|---|---|
| I. Basic Services | | |
| A. | Project Initiation, Data Gathering and Evaluation, Capacity and Condition Evaluation | $ 14,521 |
| B. | Development of Six Options, Workshops, Options Evaluation, and Site Visits | $ 34,032 |
| C. | Opinion of Probable Construction Cost (OPCC), Summary Memorandum, Preliminary Engineering Feasibility Report (PEFR) and Council Presentation | $ 42,239 |
| D. | Travel Expenses (including 10-percent multiplier) | $ 1,320 |
| E. | Electrical & Instrumentation Subconsultant (including 10-percent multiplier) | $ 22,000 |
| | Total Basic Services | $ 114,112 |

1. Files shall done in DWG/DXF format.

2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83 Grid.

3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.

4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.

5. The file shall contain required features for the project type as detailed below:

    a. Pre-Construction/As-Built Plans and/or Record Documents:
        i. Layers from Final Plat Requirements as Applicable to Project Type.
        ii. Water Utility Features.
        iii. Sanitary Sewer Features.
        iv. Storm Sewer Features.

6. Each required feature group should be provided as a separate layer within the file.

7. Layer names should be representative of the information contained in the layer.

8. Line work should be done per accepted industry norms.

9. Text should not be smaller than 0.08” on a full size sheet, and should be a font such at Simplex, Calibri, or Arial.

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

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**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 |
|---|---|---|---|
| _X_ | 1. | Worker's Compensation & Employer's Liability | ▪ Statutory Limits of the State of Texas |
| _X_ | 2. | General Liability | ▪ Minimum $1,000,000.00 each occurrence;<br>▪ Minimum $2,000,000.00 in the aggregate |
| ___ | 3. | XCU Coverage | ▪ Minimum $1,000,000.00 each occurrence;<br>▪ Minimum $2,000,000.00 in the aggregate |

| | | | |
|---|---|---|---|
| _X_ | 4. | Professional Liability | ▪ Minimum $1,000,000.00 each claim;<br>▪ Minimum $2,000,000.00 in the aggregate |
| _X_ | 5. | Umbrella Coverage of Excess Liability Coverage | ▪ An amount of $2,000,000.00<br>▪ Minimum $2,000,000.00 in the aggregate |

_X_ 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.

_X_ 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.

_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 and bid number.

___ 11. Other Insurance Requirements (State Below):

## 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.**

**N/A**

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.**

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 — 9/29/2023 Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021




Sherman
CLASSIC TOWN. BROAD HORIZON.

# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Regular Meeting** Agenda Item No. H.11.

**Meeting Date:** 5/20/2024

**Prepared By:** Eric Sandberg, Quality Services Manager

**Approved By:** Robby Hefton, City Manager

**Caption:**

**** RESOLUTION NO. 7310***

Awarding Bids to and Authorizing Execution of Contracts with Multiple Vendors for Annual Finish and Rough Mowing Services

**Issue:**

To consider awarding contracts to multiple vendors for annual finish and rough mowing services, based on a Request for Proposals (RFP)

**Background:**

At the April 1, 2024 meeting, the City Council authorized a request to advertise for the solicitation of proposals for the annual services to finish and rough mow various highways, City boulevards, islands, street right-of-ways, and other City properties. A public request for competitive, sealed proposals resulted in nine (9) submittals, which were opened on April 19, 2024. In order to gain maximum benefit for the City, staff recommends awarding contracts to seven (7) different vendors, based on the evaluation of specific criteria detailed in the Request for Proposals.

**Origination:**

Quality Services

**Financial Consideration:**

The cost for these services was bid on a "per cycle" basis for each mowing type - finish and rough mowing. The total per cycle for all finish mowing services is approximately $19,390.00. The total per cycle for monthly rough mowing services is approximately $44,275.00. The total cost to be incurred by the City for these services will be determined by how many cycles are mowed during the mowing season. Overall, the costs are expected to increase compared to the prior year due to more sites being mowed (e.g., US 75, US 82, and FM 1417) and due to a higher level of service being required of the mowers (e.g., picking up trash prior to mowing).

**Staff Recommendation:**

It is recommended that the Council award the contracts for finish and rough mowing services to the vendors as identified in the attached pricing summary.

**Alternatives:**

As may be directed by the City Council

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**Attachments:**

1. Resolution No. 7310

2. 2024 Mowing Contractors by Site Location
3. Bid Evaluation
4. Mowing Services RFP 2024
5. Map Locations
6. Exhibits B_Bid Submittals
7. Exhibits C, D, and E
8. Signed Agreements
9. 2024 Mowing Contractors by Site Location

**RESOLUTION NO. 7310**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING BIDS TO AND AUTHORIZING EXECUTION OF CONTRACTS WITH MULTIPLE VENDORS FOR ANNUAL FINISH AND ROUGH MOWING SERVICES; 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 contracts with multiple vendors for the annual finish and rough mowing services 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.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS,** on this the 20th day of May 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**

# 2023-2024 Mowing

| MAP # | LOCATIONS | Contractor |
|---|---|---|
| | **3 TIMES A MONTH** | |
| 1 | Airport - | Lost Pines |
| 2 | Center St. Underpass | Perfection Landscape |
| 3 | Lamar St. Underpass | Perfection Landscape |
| 4 | Houston St. Underpass | Perfection Landscape |
| 5 | Hwy 75 & 82 ROW | TGW Land Service |
| 6 | Park St. Underpass | Perfection Landscape |
| 7 | Travis St. Underpass | Perfection Landscape |
| 8 | Houston / Lamar Frontage Road | Lost Pines |
| 9 | Washington St underpass and Island | Perfection Landscape |
| 10 | 75 - Intersection at Sheppard Drive (east and west sides) | Lees Lawn Care |
| 11 | W. Travis - ROW & Medians from 75 to 1417 Minus Flower Beds | TGW Land Service |
| 12 | Grand Ave. Medians | Lost Pines |
| 13 | Cherry @75 - ROW | Perfection Landscape |
| 14 | Moore St. ROW 1417 To Park St | TGW Land Service |
| 15 | 4200 Block of Texoma Parkway - Triangle between KTEN & Parkway | Lost Pines |
| 15 | Texoma Parkway median (Hard Edge / Weedeat curbs) | Lost Pines |
| 16 | FM 1417 and Redbud - FINISH MOW | Lost Pines |
| 17 | FM 1417 ROW Washington St to HWY 82 & Sidewalk Areas | Lost Pines |
| 18 | 1417 - Intersection at Houston (east & west side) | Lost Pines |
| 19 | 1417 - Traffic island from 56/Houston to Washington | Lost Pines |
| | **2 TIMES A MONTH** | |
| 20 | Lamberth @ 75 ROW | TGW Land Service |
| 21 | N. Loy Lake @ 75 Turnabout and Traffic Island across from Graham | TGW Land Service |

| | | |
|---|---|---|
| 22 | 75 - ROW Intersection W. Fern to W. Pecan | Lees Lawn Care |
| 23 | W. Steadman - ROW at 75 | Perfection Landscape |
| 24 | 1417 - Intersection at Dorchester | Lost Pines |
| 25 | 1417 - Intersection at Farmington | Lost Pines |
| 26 | 1417 - Intersection at Quail Run from 1417 to Del Mar | Lost Pines |
| 27 | Brookstone @ 1417 - Both sides of intersection | Lost Pines |
| 28 | Steeplechase - ROW Intersection at 1417 | Lost Pines |
| 29 | S. Travis St ROW | Lost Pines |
| 30 | Dewey Ave. / Ida Rd Intersection | TGW Land Service |
| 31 | N. Travis - ROW at 82 - All Sides | TGW Land Service |
| 32 | N Loy Lake and 82 ROW at Popeye's | TGW Land Service |
| 33 | Masters - E. Peyton St. North to tree line | Lees Lawn Care |
| 34 | Loy Lake south of Simmons Bank - RR ROW(Taylor St. RR ROW) | Van Boatright |
| 35 | Fallon Dr. ROW | Lees Lawn Care |
| 36 | Pecan Grove ROW | Lees Lawn Care |
| 37 | Frisco Rd. ROW | The Camp Cutters |
| 38 | Lamberth Rd and bridge | Van Boatright |
| 39 | Gallagher Rd. ROW & N. Luther Knox Dr. | Lees Lawn Care |
| 40 | 1100 block N. Throckmorton - Richards & Throckmorton | Van Boatright |
| 41 | Throckmorton St. Dead End Lot | Van Boatright |
| 42 | 800 block of East Sycamore adjacent to RR property | Van Boatright |
| 43 | ROW at King and at Wells | Lees Lawn Care |
| 44 | Ross St. ROW | Van Boatright |
| | **ROUGH MOW** | |
| 45 | HWY 75 ( FM 691 TO FM 902) | Presley Land MGMT |

| | | |
|---|---|---|
| **46** | **75 - Merge triangle traffic island at S/W Travis** | Lost Pines |
| **47** | **FM 1417 ( HWY 56 TO HWY 11)** | Lost Pines |
| **48** | **HWY 82 ( HWY 289 TO FM 1417)** | Presley Land MGMT |
| **49** | **IDA Rd. ROW** | Van Boatright |
| **50** | **Travis St. ROW** | Lost Pines |
| **51** | **Arizona St. ROW** | The Camp Cutters |
| **52** | **First St. ROW (including mow back at all intersections)** | Lost Pines |
| **53** | **N. East from Houston to Pecan - RR ROW** | Van Boatright |
| **54** | **N. East St. North of Texoma PRKWY** | Van Boatright |

## RFP Evaluation - Finish and Rough Mowing Services

| EVALUATION CRITERIA | Presley Land Management, LLC | LeFelton Opulent, LLC | Lee's Lawn Care | A-1 Lawn Care and Landscaping, LLC | The Camp Cutters | TGW Land Service | Perfection Landscape | Lost Pines Landscaping, LLC | Van Boatright |
|---|---|---|---|---|---|---|---|---|---|
| **Qualifications** - includes past City performance, when applicable **(40%)** | 40.00 | 25.67 | 30.00 | 28.33 | 30.00 | 30.00 | 40.00 | 40.00 | 40.00 |
| **Pricing (20%)** | 15.00 | 2.33 | 11.67 | 9.33 | 7.33 | 15.00 | 10.33 | 16.00 | 11.00 |
| **References (20%)** | 20.00 | 20.00 | 20.00 | 20.00 | 20.00 | 20.00 | 20.00 | 20.00 | 20.00 |
| **Equipment/Staffing (15%)** | 15.00 | 15.00 | 15.00 | 15.00 | 15.00 | 15.00 | 15.00 | 15.00 | 15.00 |
| **Pre-bid Meeting Attendance (5%)** | 5.00 | 0.00 | 0.00 | 5.00 | 0.00 | 0.00 | 0.00 | 5.00 | 5.00 |
| **Evaluation Score** | 95.00 | 63.00 | 76.67 | 77.67 | 72.33 | 80.00 | 85.33 | 96.00 | 91.00 |

**Exhibit A**
**Request for Proposal**

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

# Request for Proposals

**For**

# FINISH AND ROUGH MOWING SERVICES

## RFP No. 2024-15

**Publication Dates:** **Thursday April 4, 2024**
**Sunday April 14, 2024**

**TABLE OF CONTENTS**


| Document | Page # |
|---|---|
| Instructions to Bidders | 3 |
| Notice to Bidders | 4 |
| General Conditions | 6 |
| Specifications for Finish Mowing Locations | 12 |
| Specifications for Rough Mowing Locations | 13 |
| Bid Sheet (2024 Master Mow List) | 15 |
| Evaluation Criteria | 17 |
| Agreement for Finish and Rough Mowing Services | 18 |
| Contact References | 28 |
| Exhibit C: City's Insurance Requirements | 29 |
| Exhibit D: Affidavit of No Prohibited Interest | 31 |
| Exhibit E: Conflict of Interest Questionnaire | 32 |
| Texas Ethics Commission Form 1295 & Verification Form 2290 | 34 |

**CITY OF SHERMAN, TEXAS**

**FINANCE DEPARTMENT**

**REQUEST FOR PROPOSAL - BID NO. 2024-15**; **Finish and Rough Mowing Services**

The enclosed **REQUEST FOR PROPOSAL** (RFP) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **Finish and Rough Mowing Services** 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 Friday, April 19, 2024,** at the following address:

**City of Sherman – Human Resources Conference Room (2nd floor)**
**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. – RFP for Finish and Rough Mowing Services - No. 2024-15**

**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 19TH day of April, 2024,** at which time bids duly delivered and submitted will be considered for supplying the following:

**BID NO. 2024-15 – Finish and Rough Mowing Services**

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 "Finish and Rough Mowing Services 2024-15" 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.**

A pre-bid meeting is scheduled at **10:00 a.m., Thursday, April 11, 2024**, to be located at **220 W. Mulberry St., Sherman, Texas, in City Council Chambers**. This meeting is not mandatory, but, attendance is strongly encouraged. Contractors should review the evaluation criteria scoring section for points associated with attendance of this pre-bid meeting.

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., Friday, April 19, 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: **Finish and Rough Mowing Services.**

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.

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**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. Please refer to the **EVALUATION CRITERIA** for additional information.

## 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/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request 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.

**DEFAULT**

In case of default of the successful bidder, the city of Sherman may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

**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 RFP. 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 RFP, 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,

E. concise description of the independent contractor's ability to meet the requirements of the RFP. 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.

F. The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this RFP to the mutually agreed to date of contract.

G. The City of Sherman reserves the right to increase or decrease the amount of janitorial services based upon annual budget constraints with fifteen (15) days' notice.

H. 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 RFP.

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## SPECIFICATIONS FOR FINISH MOWING LOCATIONS

**MOWING AREAS:**

- Grass to be routinely mowed to an average height of 1 ½" to 2".
- Clippings to be blown off drives and walkways, but, not into the street.
- Trimmings around all obstacles, as needed. **Any use of Round-Up or other chemicals must be pre-approved**.
- Edging (string) of curbs, drives, and walks will be performed each mowing cycle.
- Litter to be removed from area **PRIOR** to mowing.
- Depending on location, direction of mowing pattern to be altered on a regular basis to avoid worn spots.
- Mowing to include topping along edged locations.

**MOWING SHEDULE:**

Initially, this mowing contract will begin on or near May 7, 2024, continuing through October 31, 2024. If the contract is renewed, per terms listed within this RFP, the City will require mowing services as needed during the off-season months and full mowing schedules to resume on or near March 1st. Generally, for March-October months, contractor can expect to follow the twice-per-month & three-times-per-month mowing requirements listed in the location bid item section. Any additional mowing must be pre-approved by the Grounds and Cemetery Maintenance Superintendent.

## SPECIFICATIONS FOR ROUGH MOWING LOCATIONS

**MOWING AREAS:**

- Grass to be routinely mowed to maintain an average height of 6”.
- Clippings to be blown off the drives and walkways, but, not into the street.
- Edging (string) when curb and gutter street present.
- Edging (string) around utility poles, towers, guard rails, and wires.
- Litter to be removed from area **PRIOR** to mowing.
- **Any use of Round-Up or other chemicals must be pre-approved**.

**MOWING SCHEDULE:**

Initially, this mowing contract will begin on or near May 7, 2024, continuing through October 31, 2024. If the contract is renewed, per terms listed within this RFP, the City will require mowing services as needed during the off-season months and full mowing schedules to resume on or near March 1st. Generally, for March-October months, contractor can expect to follow the once-per-month mowing requirements listed in the location bid item section. Any additional mowing must be pre-approved by the Grounds and Cemetery Maintenance Superintendent.

**NOTE ON AWARDING: The City will <u>not</u> award all mowing sites to one vendor. Due to the volume of mowing sites, and the addition of larger highway sections, the City intends to award contracts to multiple vendors. <u>Bidders are not required to submit a price for each site</u>.**

**CONTRACTOR**

| 2024 MASTER MOW LIST | | COMPANY NAME: | |
|---|---|---|---|
| MAP # | LOCATIONS | NOTES | $ Per Mow |
| | | **3 TIMES A MONTH** | |
| 1 | Airport - | 3 Times a Month, Debris picked up before and after mowing, weed eat outside of fence and along fence | |
| 2 | Center St.Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 3 | Lamar St.Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 4 | Houston St.Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 5 | Hwy 75 & 82 ROW | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 6 | Park St. Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 7 | Travis St. Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 8 | Houston / Lamar Frontage Road | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 9 | Washington St underpass and Island | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 10 | 75 - Intersection at Sheppard Drive (east and west sides) | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 11 | W. Travis - ROW & Medians from 75 to 1417 Minus Flower Beds | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 12 | Grand Ave. Medians | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 13 | Cherry @75 - ROW | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 14 | Moore St. ROW 1417 To Park St | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 15 | 4200 Block of Texoma Parkway - Triangle between KTEN & Parkway | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 15 | Texoma Parkway median (Hard Edge / Weedeat curbs) | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 16 | FM 1417 and Redbud - FINISH MOW | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 17 | FM 1417 ROW Washington St to HWY 82 & Sidewalk Areas | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 18 | 1417 - Intersection at Houston (east & west side) | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 19 | 1417 - Traffic island from 56/Houston to Washington | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| | | **2 TIMES A MONTH** | |
| 20 | Lamberth @ 75 ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 21 | N. Loy Lake @ 75 Turnabout and Traffic Island across from Graham | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 22 | 75 - ROW Intersection W. Fern to W. Pecan | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 23 | W. Steadman - ROW at 75 | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 24 | 1417 - Intersection at Dorchester | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 25 | 1417 - Intersection at Farmington | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 26 | 1417 - Intersection at Quail Run from 1417 to Del Mar | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |

| MAP # | LOCATIONS | NOTES | $ Per Mow |
|---|---|---|---|
| 27 | Brookstone @ 1417 - Both sides of intersection | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 28 | Steeplechase - ROW Intersection at 1417 | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 29 | S. Travis St ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 30 | Dewey Ave. / Ida Rd Intersection | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 31 | N. Travis - ROW at 82 - All Sides | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 32 | N Loy Lake and 82 ROW at Popeye's | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 33 | Masters - E. Peyton St. North to tree line | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 34 | Loy Lake south of Simmons Bank - RR ROW(Taylor St. RR ROW) | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 35 | Fallon Dr. ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 36 | Pecan Grove ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 37 | Frisco Rd. ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 38 | Lamberth Rd and bridge | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 39 | Gallagher Rd. ROW & N. Luther Knox Dr. | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 40 | 1100 block N. Throckmorton - Richards & Throckmorton | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 41 | Throckmorton St. Dead End Lot | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 42 | 800 block of East Sycamore adjacent to RR property | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 43 | ROW at King and at Wells | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 44 | Ross St. ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| | | **ROUGH MOW** | |
| 45 | HWY 75 ( FM 691 TO FM 902) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 46 | 75 - Merge triangle traffic island at S/W Travis | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 47 | FM 1417 ( HWY 56 TO HWY 11) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 48 | HWY 82 ( HWY 289 TO FM 1417) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 49 | IDA Rd. ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 50 | Travis St. ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 51 | Arizona St. ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 52 | First St. ROW (including mow back at all intersections) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 53 | N. East from Houston to Pecan - RR ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 54 | N. East St. North of Texoma PRKWY | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |

## EVALUATION PROCESS

All submitted proposals will be reviewed by the City of Sherman for compliance with the specified RFP requirements. The selection committee will decide proposals which meet the RFP requirements and receive further evaluation.

Based on the firms' response to the RFP requirements, the selection committee will determine

the top firm(s) capable of meeting the needs of the City for such services. The City may invite the top firm(s) for an interview before considering a contract. Once the firm has been selected, the City will submit an agreement to the City Council for approval. The following evaluation criteria will be considered by the selection committee.

**BEST VALUE EVALUATION CRITERIA**

40% Qualifications (when applicable, will include past performance of services for the City)
20% Pricing
20% References
15% Equipment/Staff**
5% Pre-bid meeting attended (contractor representative signature on pre-bid sign-in sheet)

****NOTE: Contractor is required to submit an itemized list of equipment and staffing, in order for City staff to evaluate capacity to meet contract requirements.**

## AGREEMENT FOR FINISH AND ROUGH MOWING SERVICES

The **City of Sherman, Texas**, a home-rule municipality ("City"), and _____, a Texas corporation ("Contractor"), hereby enter into this Agreement for finish and rough mowing services ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City issued a Request for Proposal, attached hereto as Exhibit A and incorporated herein for all purposes ("Bid Request"), seeking competitive sealed bids for finish and rough mowing services for the City; and

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

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

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

1. Scope of Services.
   Contractor shall provide the services and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.
   The initial term of the Agreement shall be for a period of six (6) months, commencing on the Effective Date (hereinafter defined) of this Agreement ("Initial Term"). City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each (each a "Renewal Term") on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
   In exchange for Contractor's performance of the Services in accordance with the Agreement Document, City agrees to pay Contractor on the basis defined by and in the amounts set forth in the Submittal ("Contractor's Fee").

   City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or

documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the 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.

4. Agreement Documents.

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

A. This Agreement;

B. The Request for Proposal, attached hereto as Exhibit A;

C. The Submittal, attached hereto as Exhibit B;

D. City's Insurance Requirements, attached hereto as Exhibit C;

E. Affidavit of No Prohibited Interested, attached hereto as Exhibit D; and

F. Conflict of Interest Questionnaire, attached hereto as Exhibit E.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or

supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

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

7. No Prohibited Interest; Vendor Disclosure.

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

8. 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.**

9. 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.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations

and policies, Contractor shall immediately notify City in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

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

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without 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.

12. Authority to Execute.

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

13. Assignment.

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

14. No Waiver of Immunity.

The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
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 the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

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

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

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

21. 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.

22. Indemnity.
The parties agree that the indemnity provision set forth in Section 8 herein is conspicuous and the parties have read and understood the same.

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

If to Contractor, to: _____
Attn:_____
Address:_____
_____
Telephone:_____
Facsimile:_____
Email:_____

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

With a copy to:

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

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

25. Independent Contractor.
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.

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

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

28. Reference to City.
When referring to "City" herein, 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.

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

30. 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.

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

**CITY OF SHERMAN, TEXAS,**
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

**ATTEST:**

_____
Linda Ashby, City Clerk

_____
a Texas corporation

By: _____
Printed Name: _____
Title: _____
Date: _____

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Robby Hefton**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the City Manager and duly authorized representative for the **City of Sherman, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202_.

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

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **_____,** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the _____ (title) and duly authorized representative for, a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202_.

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

## 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**

# 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 |
|---|---|---|
| X | 1. Worker's Compensation & Employer's Liability | ▪ Statutory Limits of the State of Texas |
| X | 2. General Liability | ▪ Minimum $1,000,000.00 each occurrence;<br>▪ Minimum $2,000,000.00 in the aggregate. |
| ___ | 3. XCU Coverage | ▪ Minimum $1,000,000.00 each occurrence;<br>▪ Minimum $2,000,000.00 in the aggregate. |
| ___ | 4. Professional Liability | ▪ Minimum $1,000,000.00 each claim;<br>▪ Minimum $2,000,000.00 in the aggregate. |
| ___ | 5. Umbrella Coverage or Excess Liability Coverage | ▪ An amount of $ 2,000,000.00. |
| X | 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. | |
| X | 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

**FORM CIQ**

**For vendor doing business with local governmental entity**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

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

   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: **2024-15**

   Description of Goods and Services to be provided: **Finish and Rough Mowing Services**

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.

rev. 1/26/2018

## 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 _____

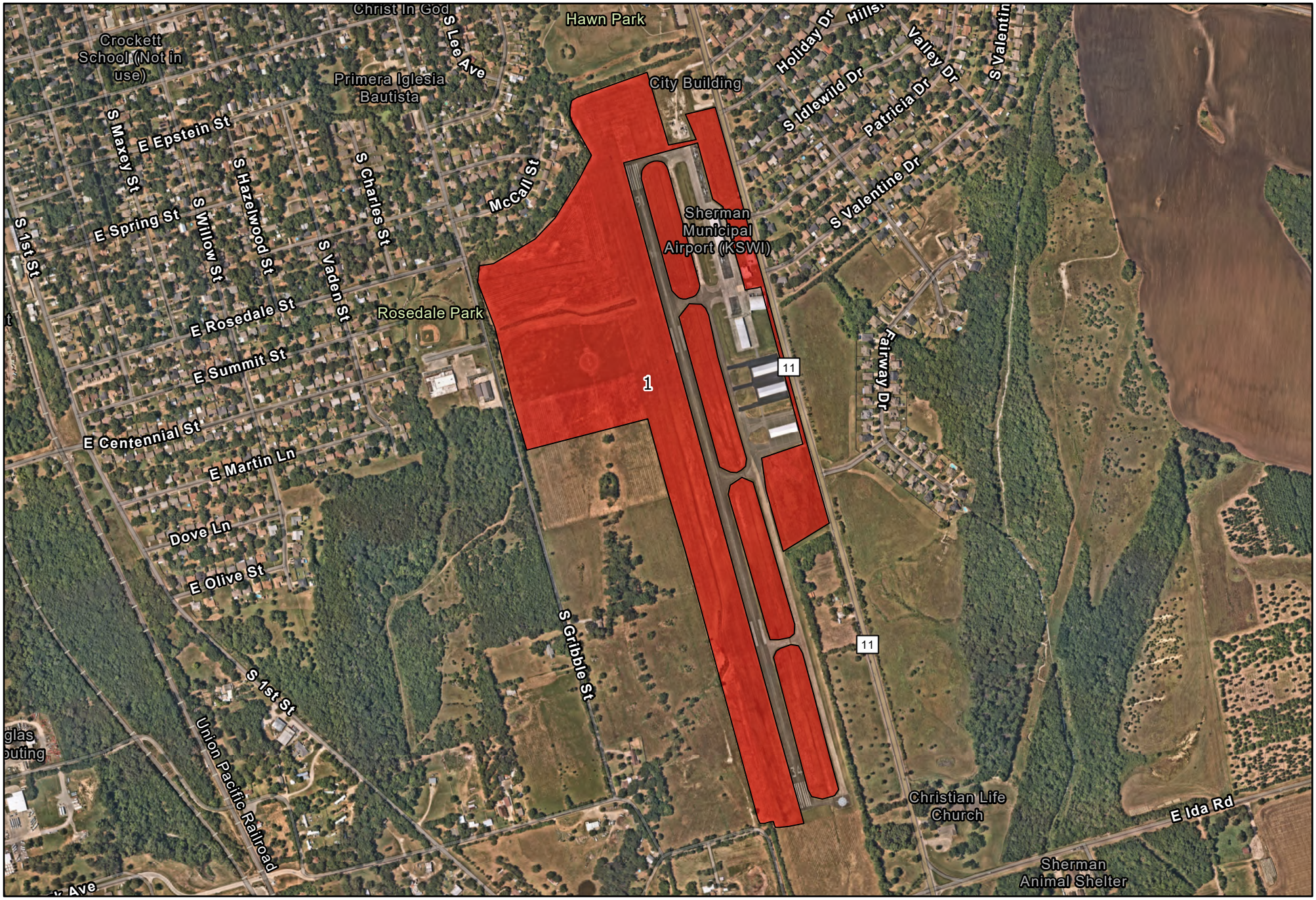
---

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.**




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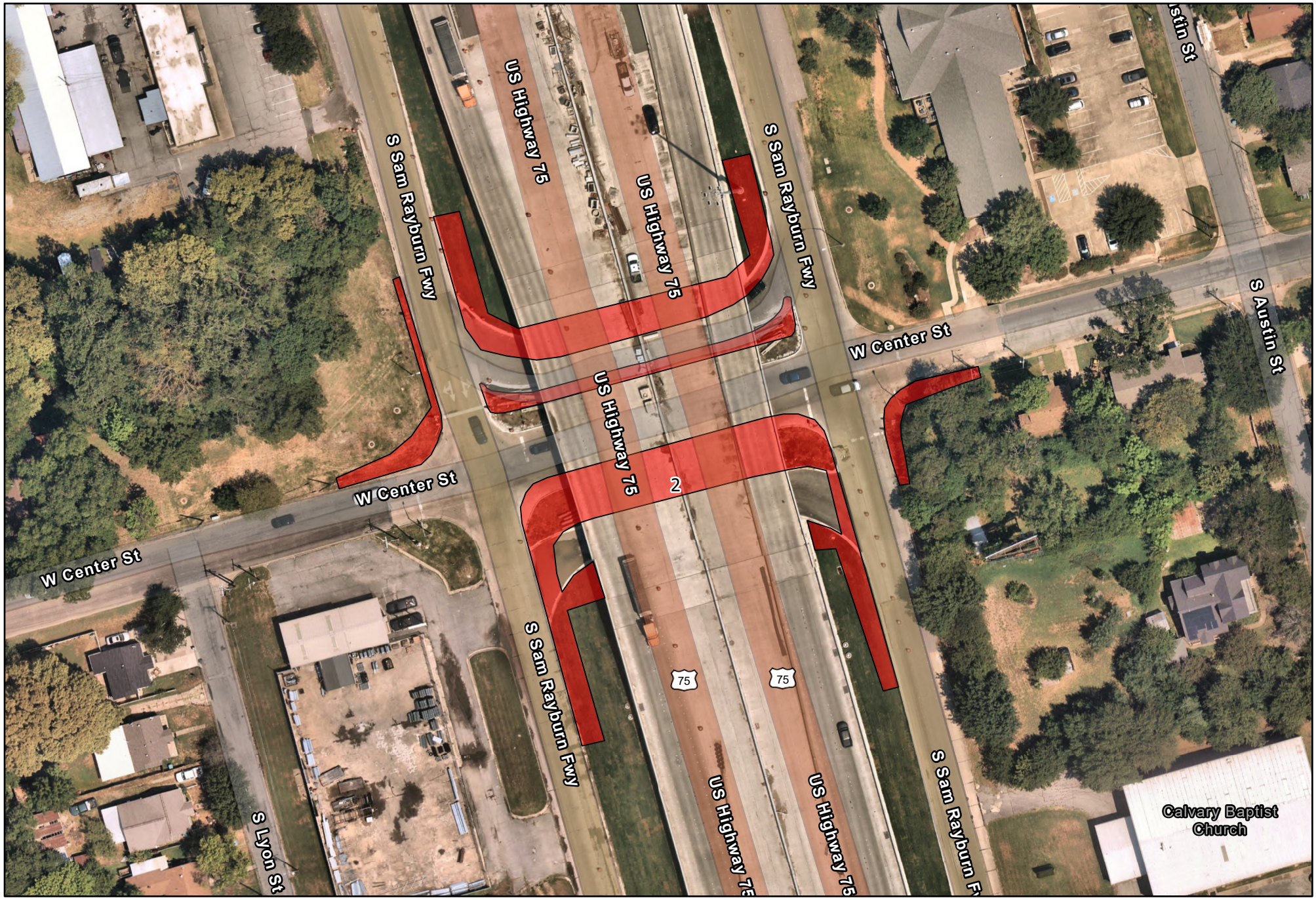
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Scale: 1:9,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 1

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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N

Scale: 1:1,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 2

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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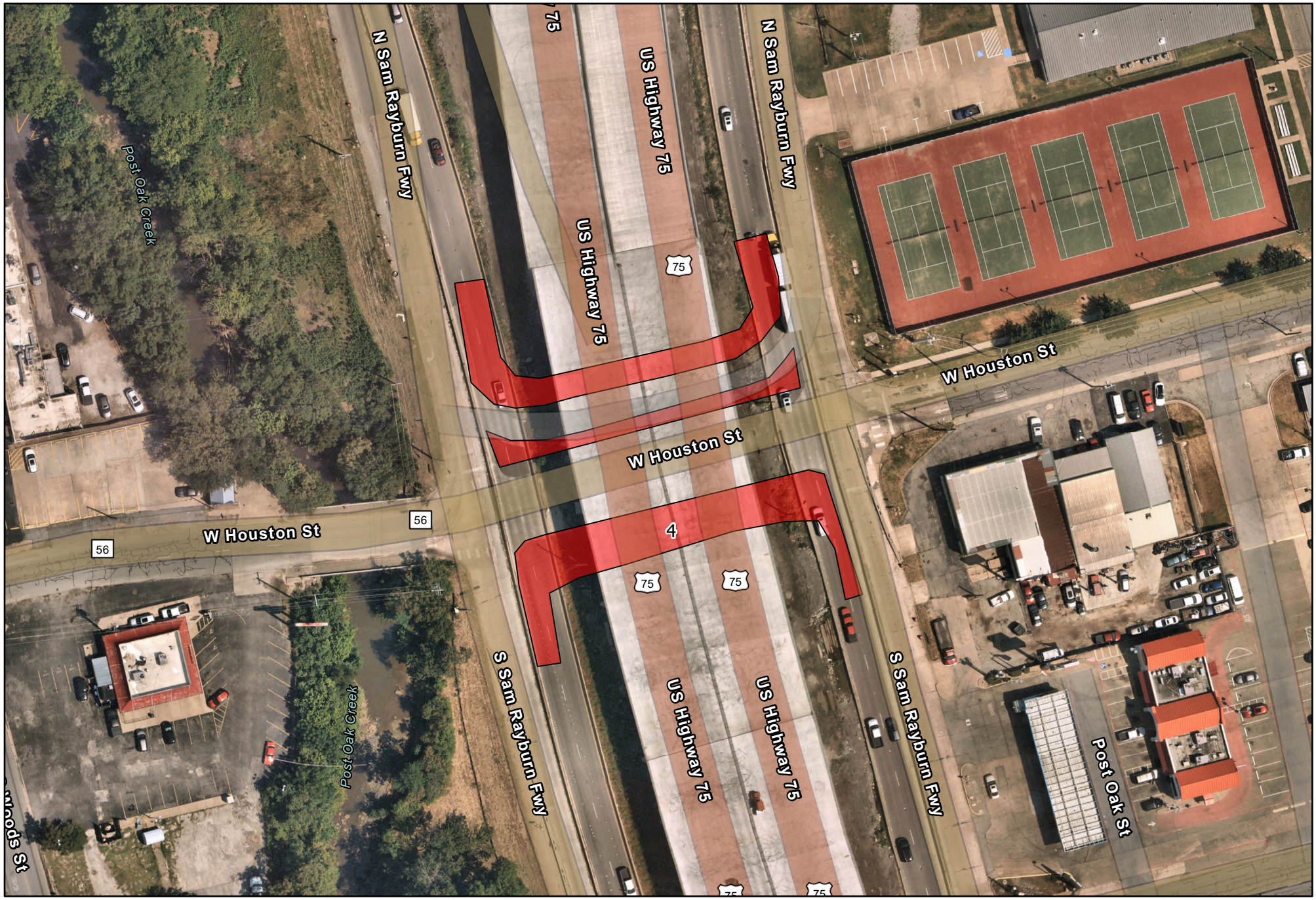
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Scale: 1:1,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 3

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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N

Scale: 1:1,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 4

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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N

Scale: 1:2,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 5

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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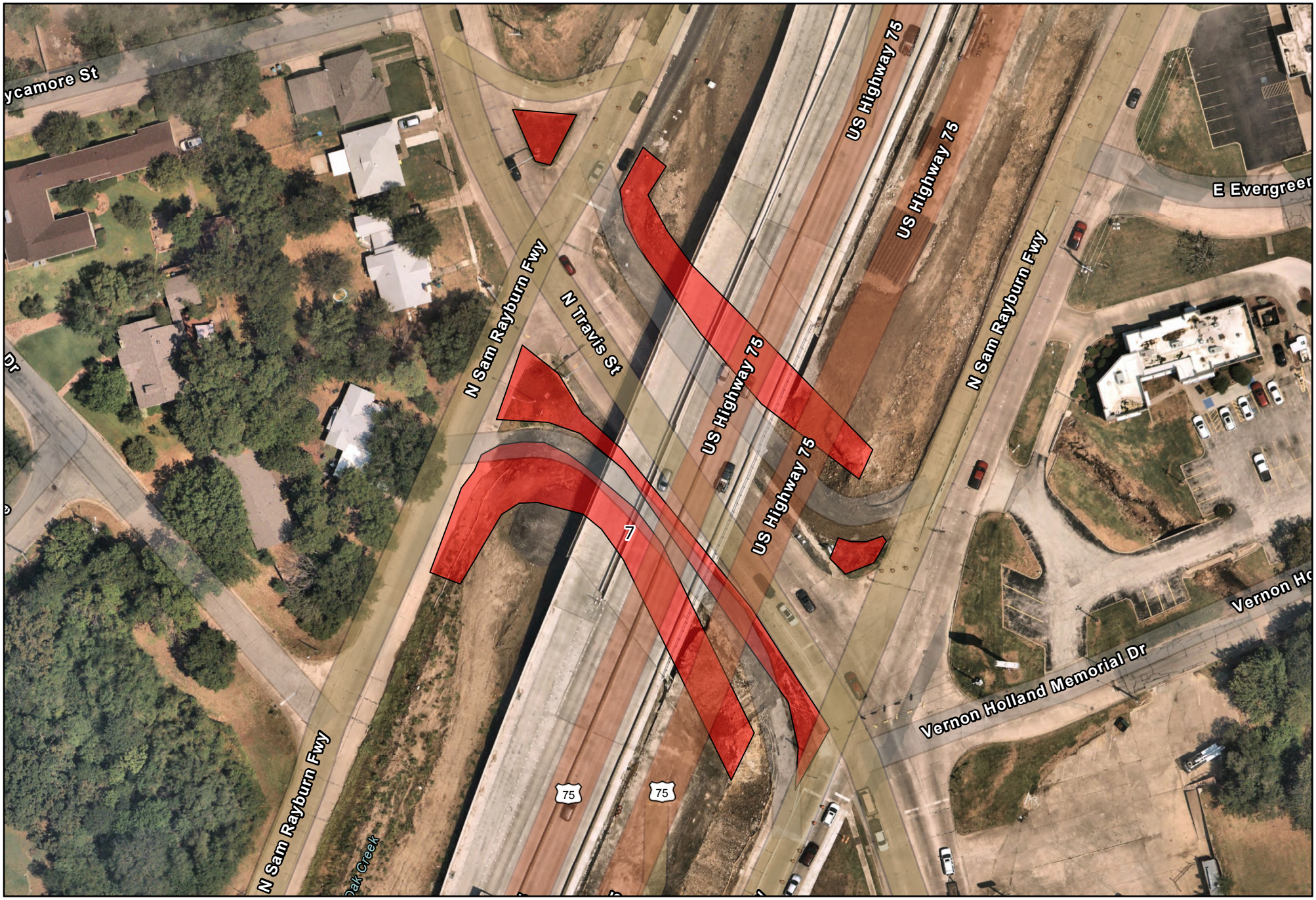
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Scale: 1:1,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 6

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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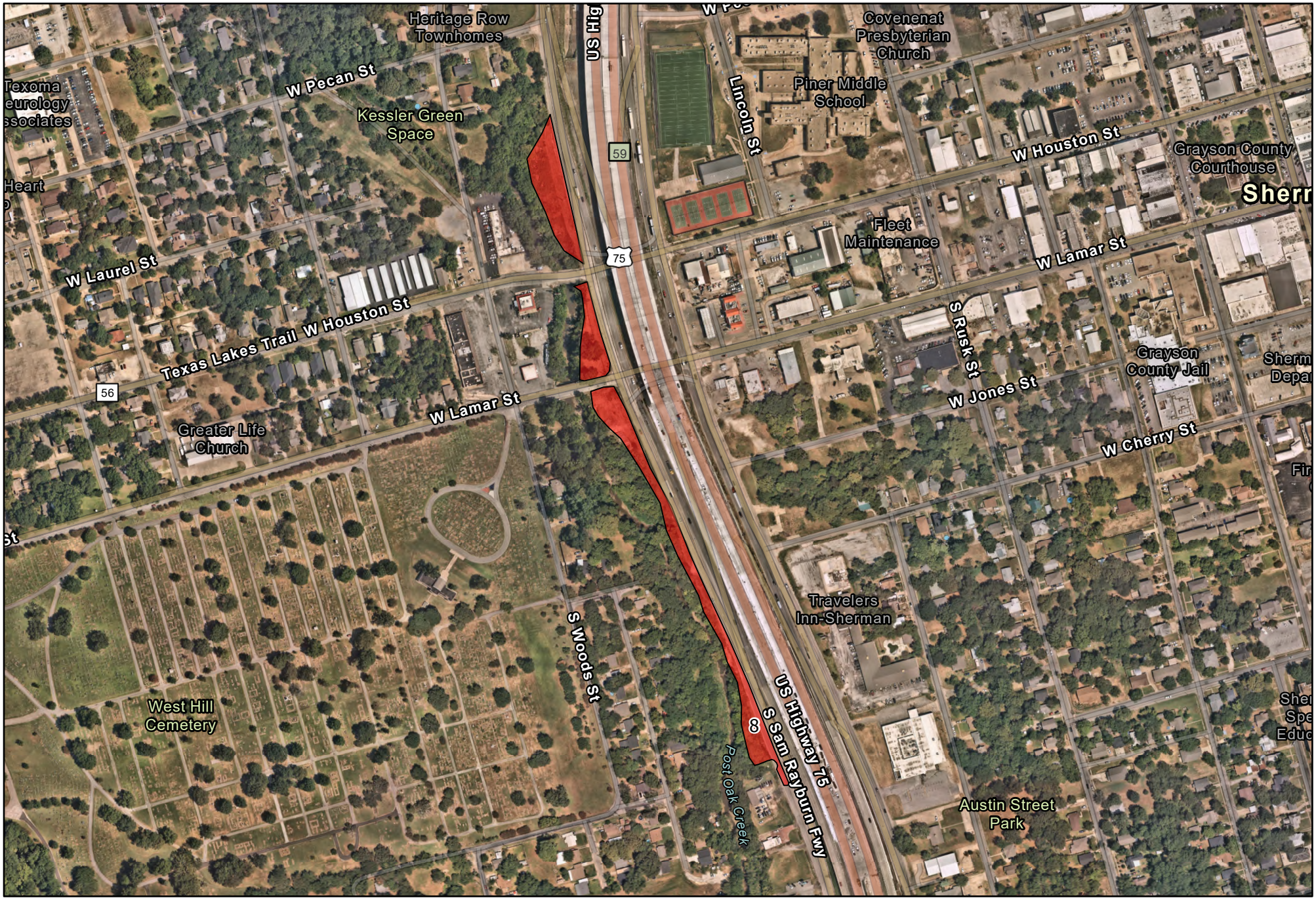
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Scale: 1:1,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 7

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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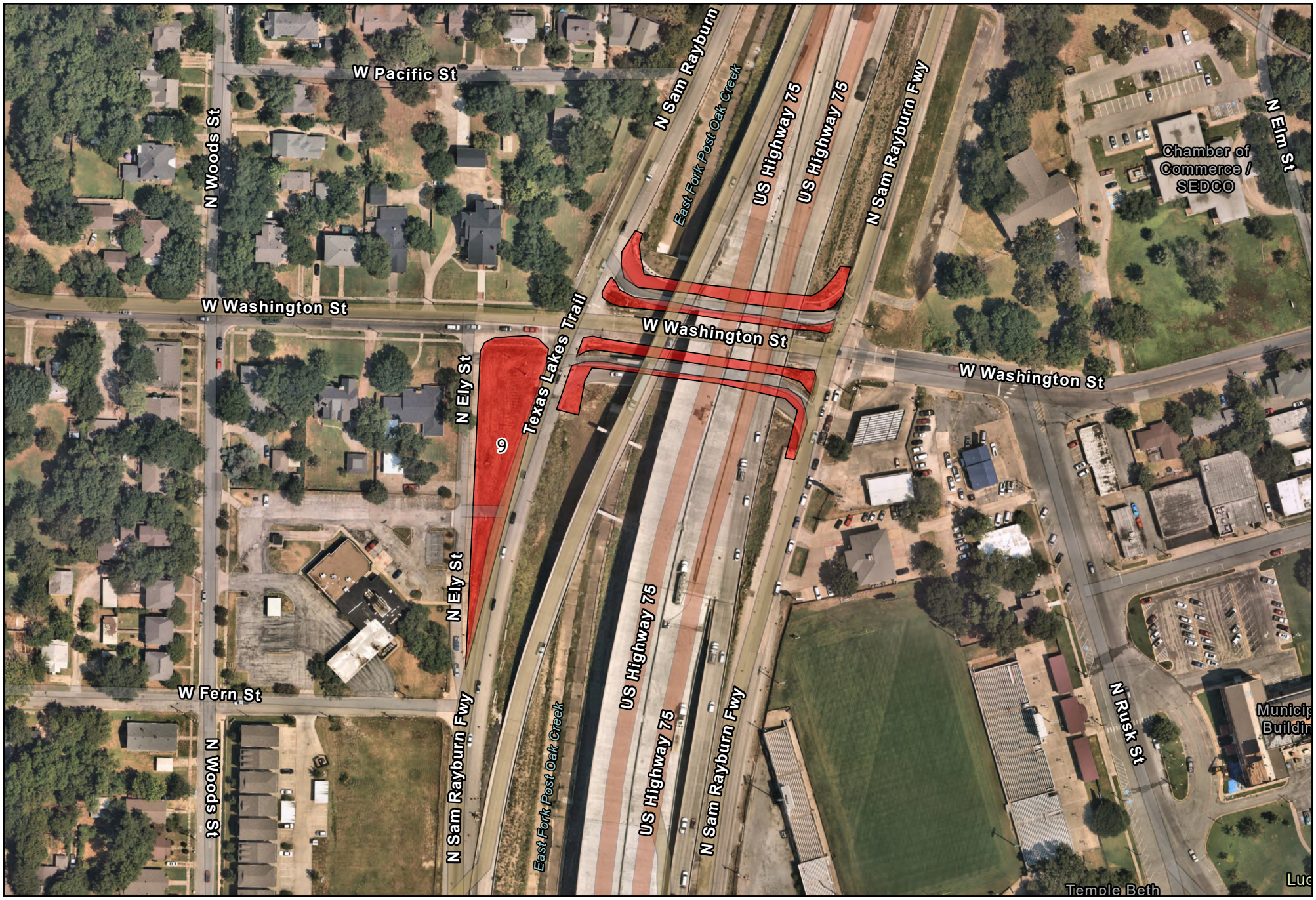
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Scale: 1:5,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 8

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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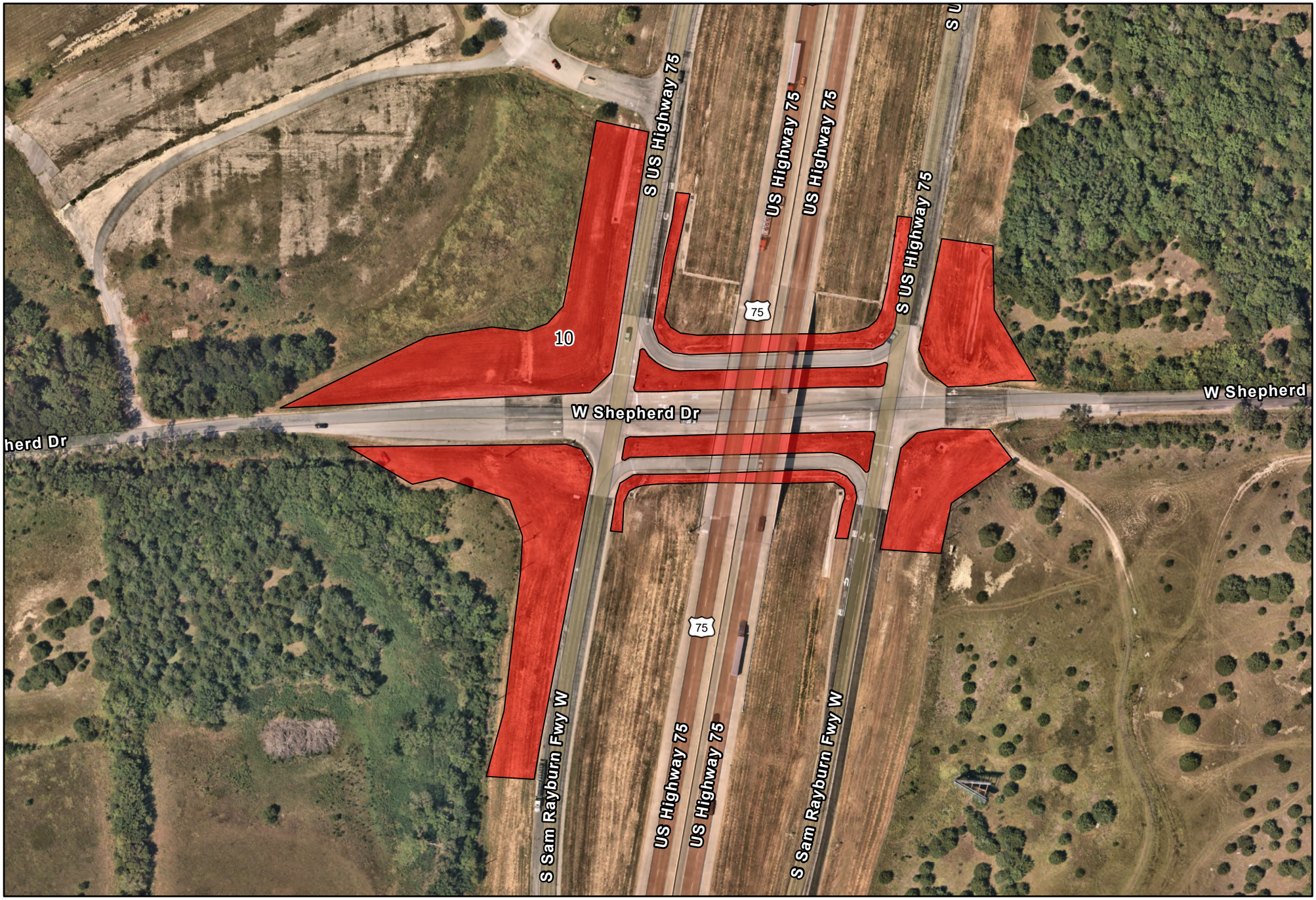
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Scale: 1:2,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 9

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

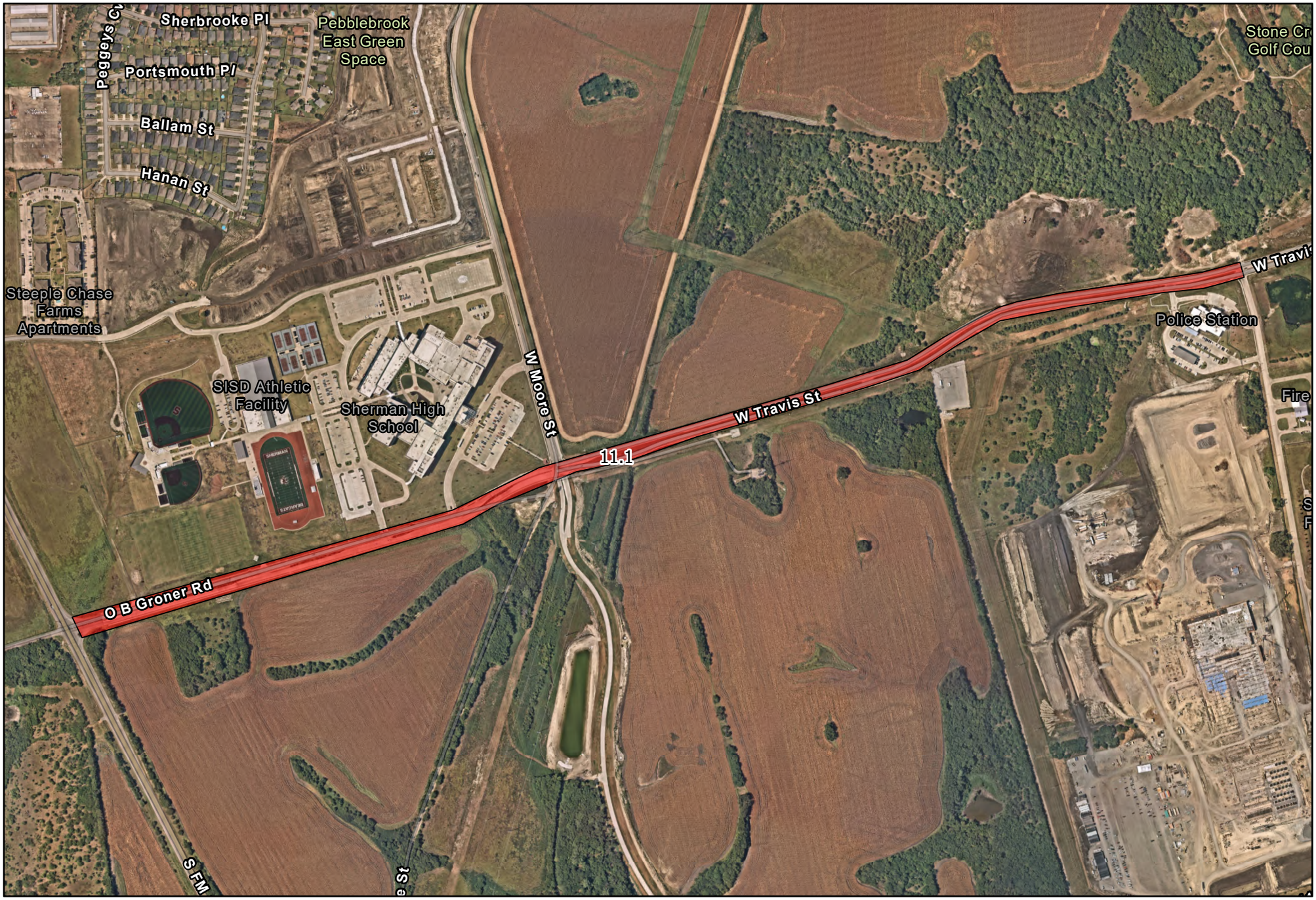
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Scale: 1:2,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 10

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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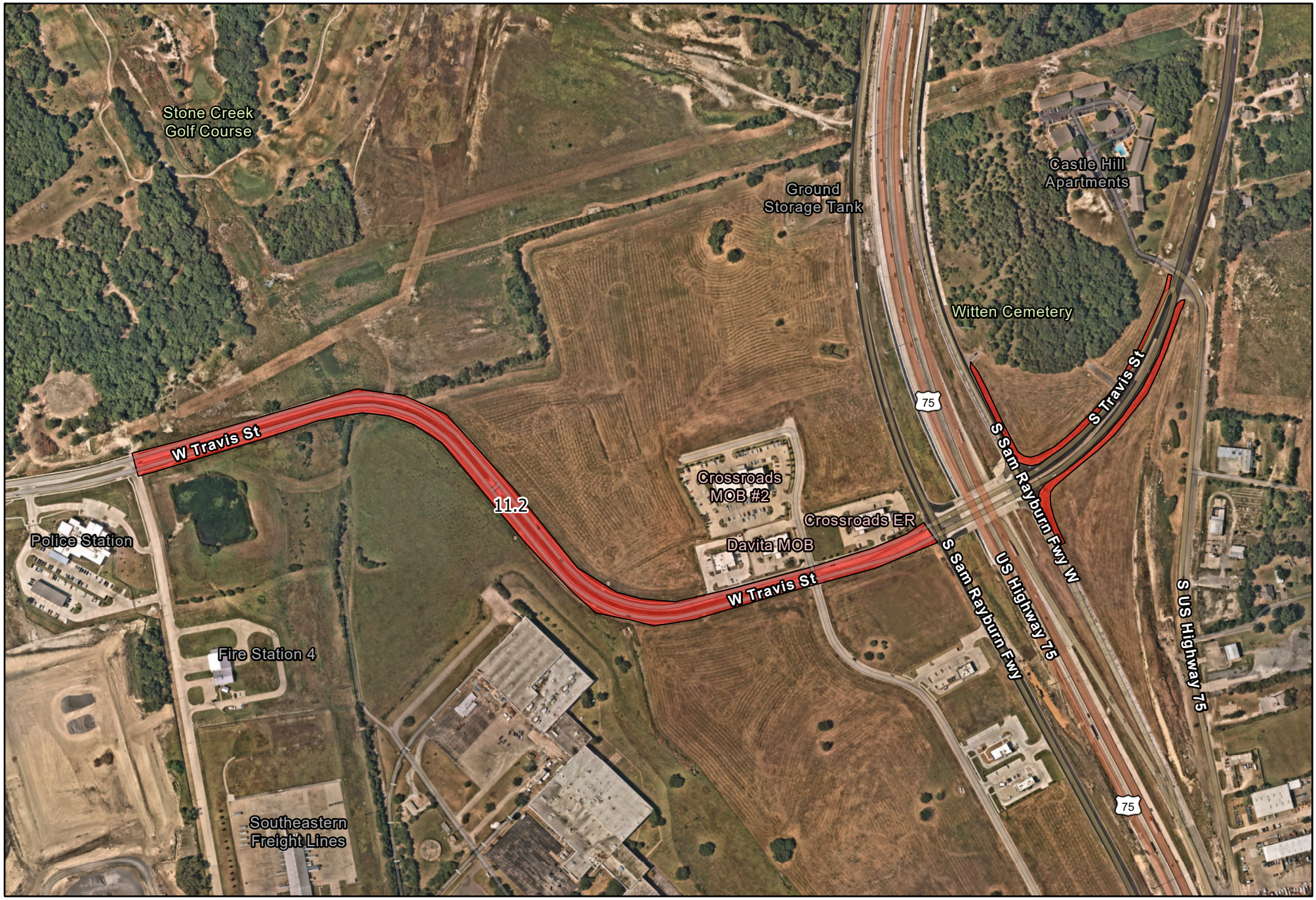
N

Scale: 1:9,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 11.1

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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N

Scale: 1:6,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 11.2

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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N

Scale: 1:3,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 12.1

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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N

Scale: 1:3,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 12.2

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.



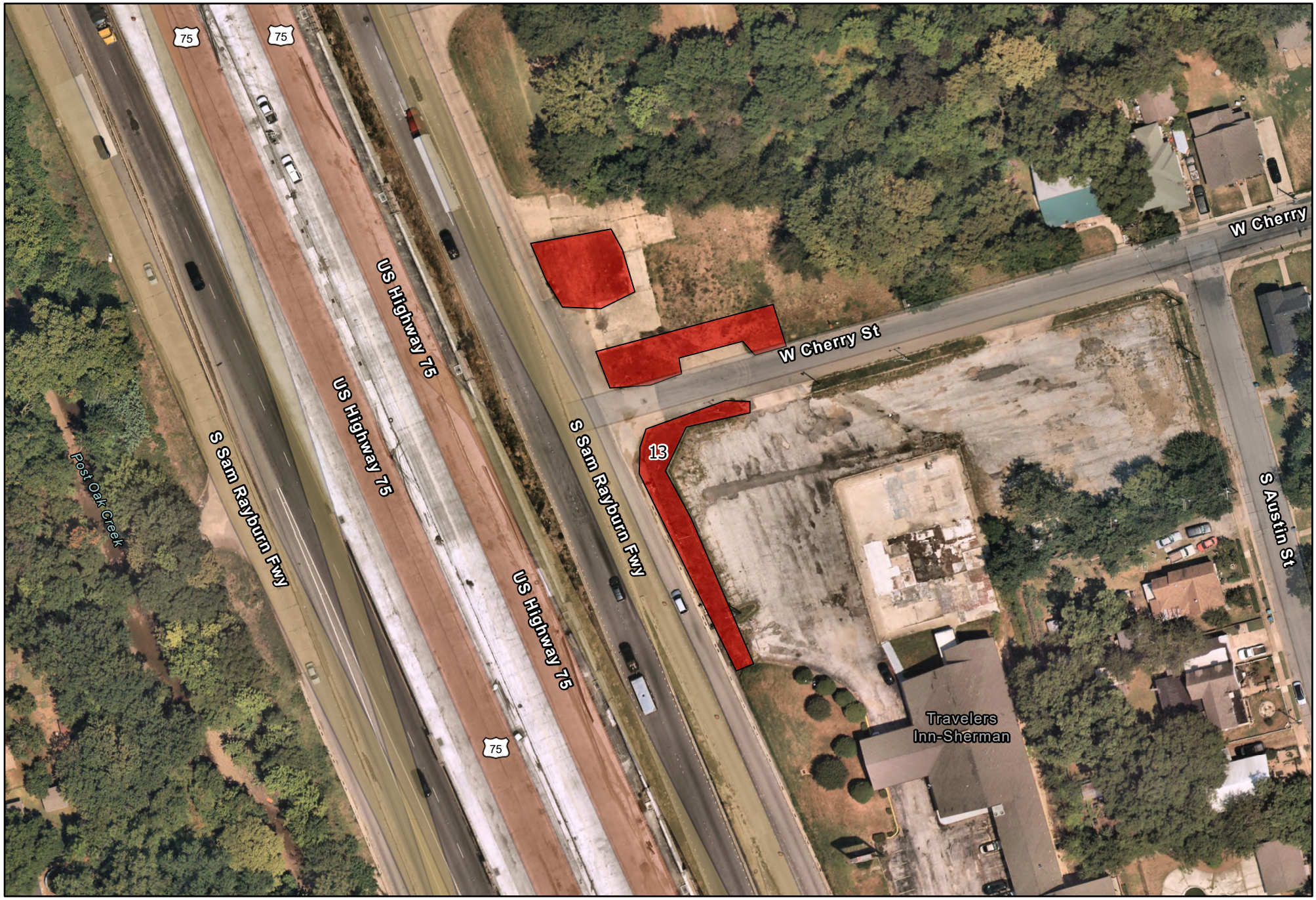

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Scale: 1:2,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 12.3

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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N

Scale: 1:1,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
# Map: 13

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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N

Scale: 1:12,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 14

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:1,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 15.1

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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Scale: 1:6,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 15.2

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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N

Scale: 1:7,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 15.3

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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N

Scale: 1:8,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 15.4

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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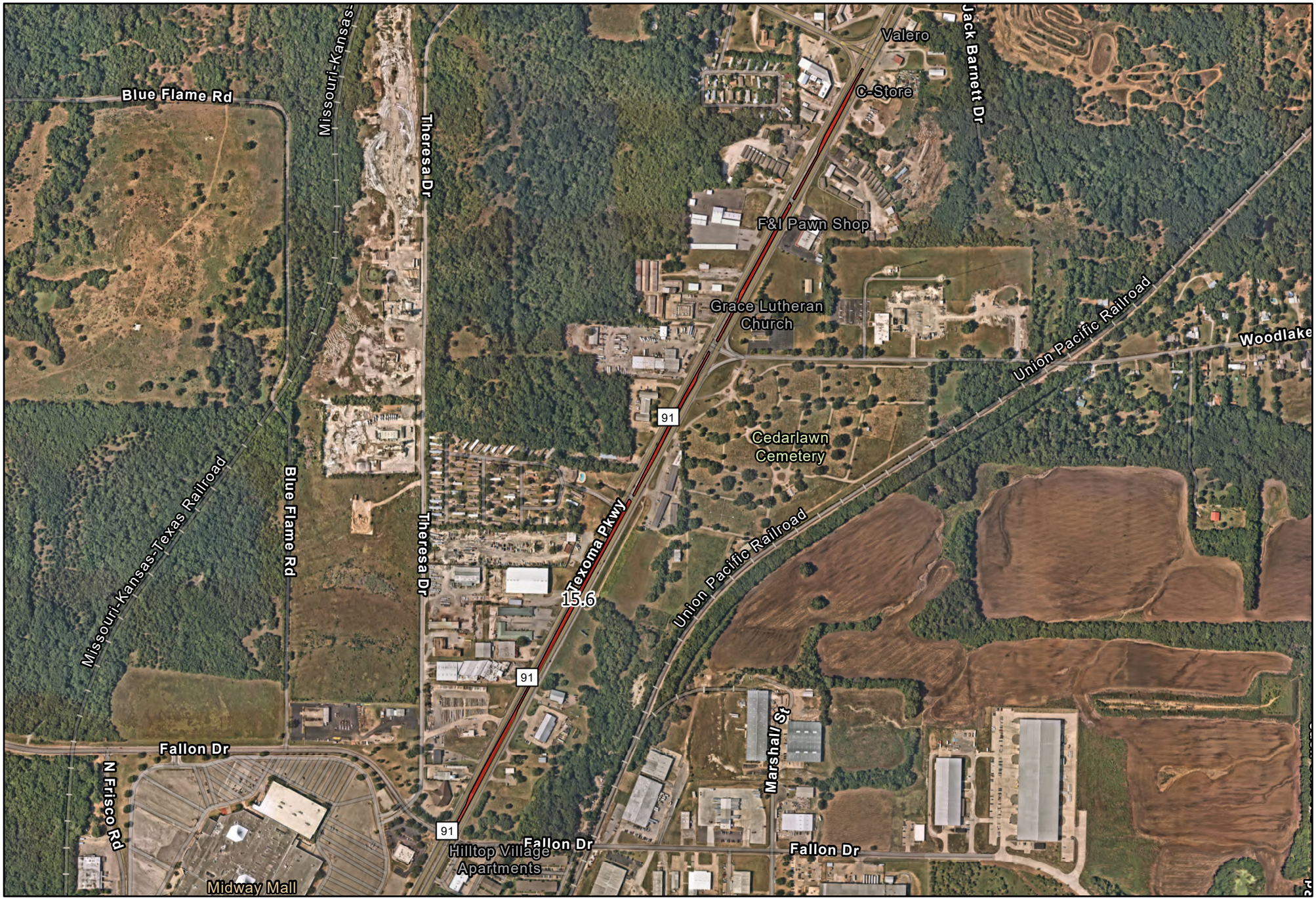
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Scale: 1:7,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 15.5

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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N

Scale: 1:9,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 15.6

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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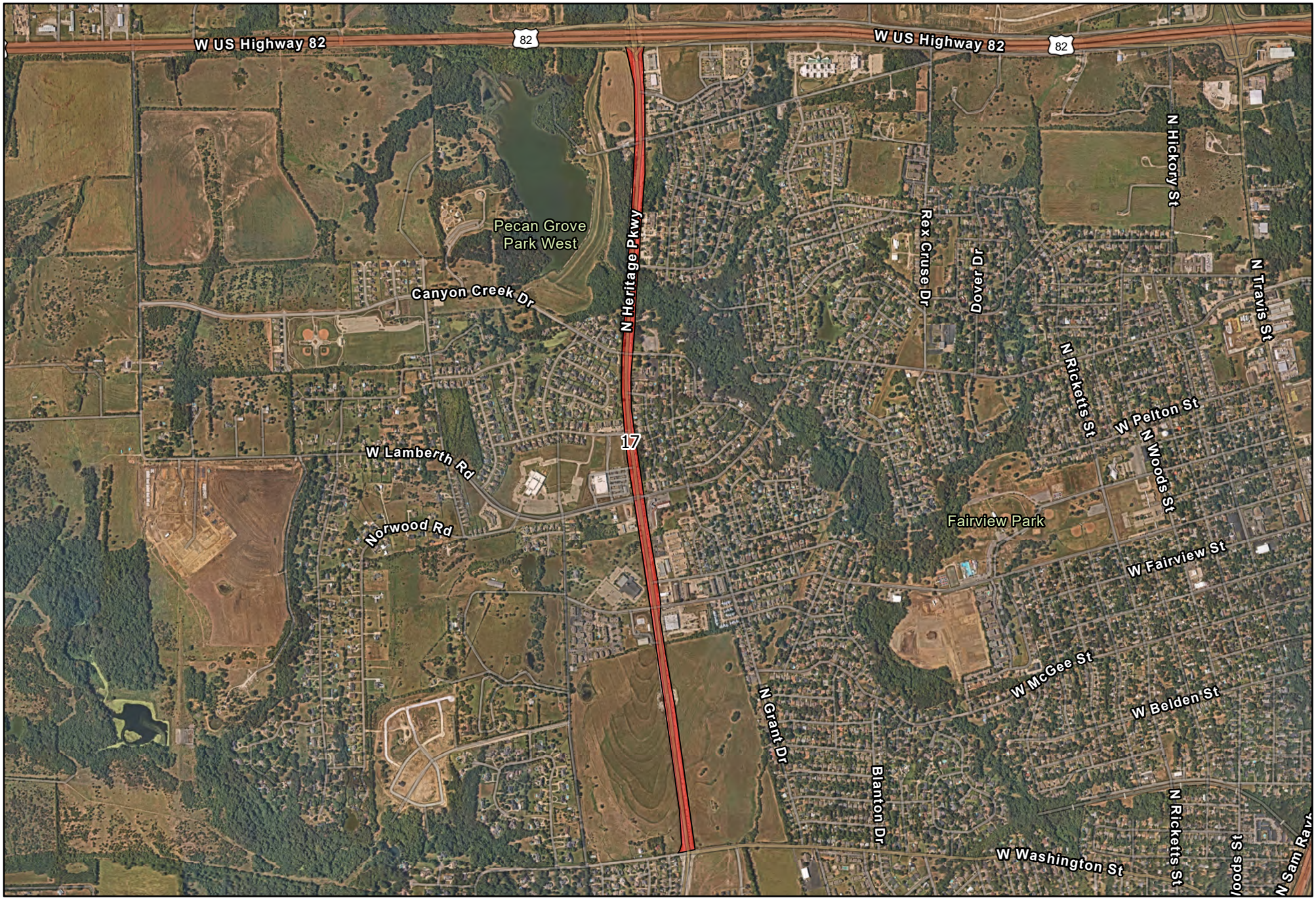
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Scale: 1:1,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 16

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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N

Scale: 1:19,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 17

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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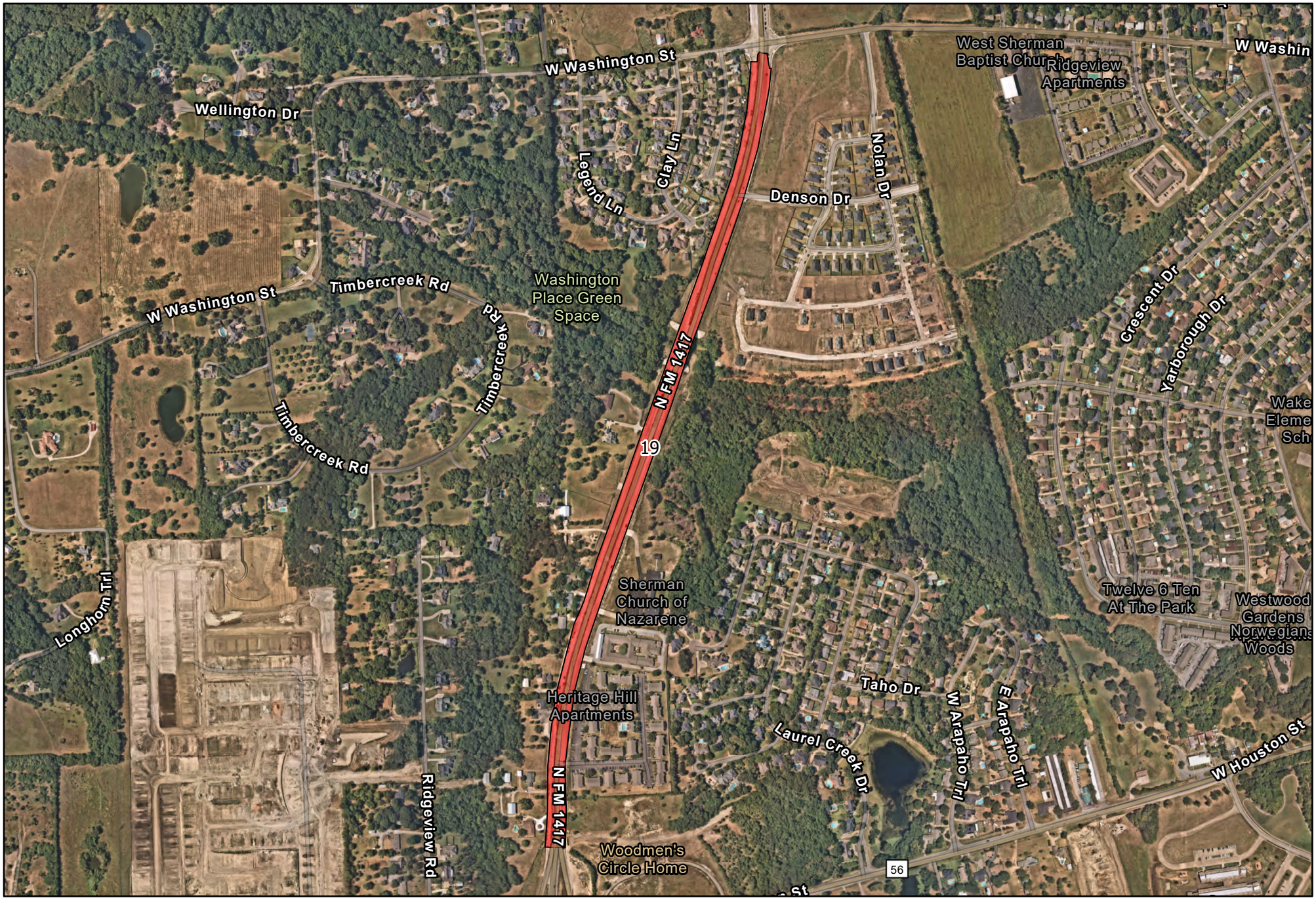
N

Scale: 1:3,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 18

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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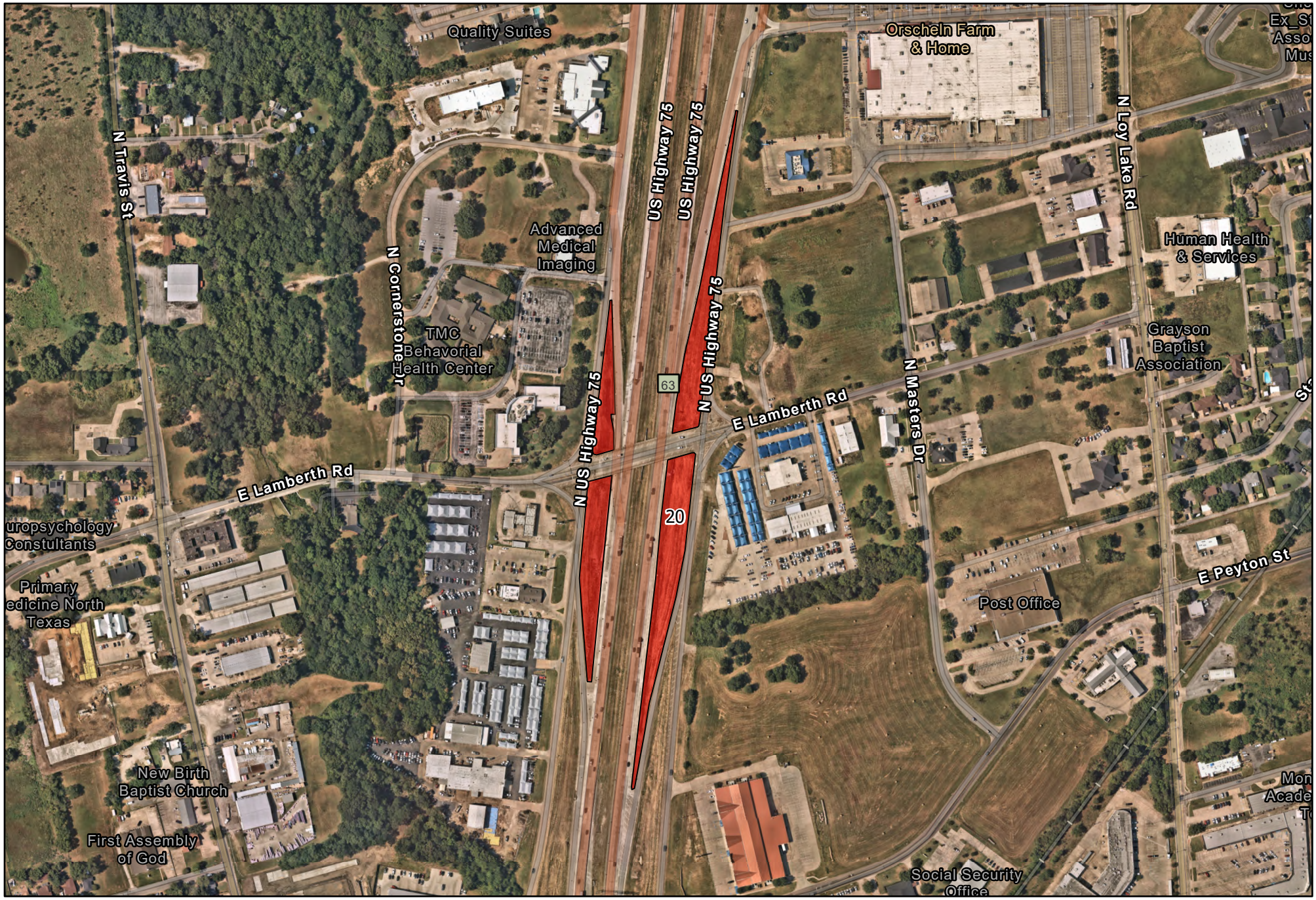
N

Scale: 1:9,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 19

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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N

Scale: 1:5,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 20

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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N

Scale: 1:2,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 21

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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N

Scale: 1:2,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 22

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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N

Scale: 1:1,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 23

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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N

Scale: 1:1,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 24

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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N

Scale: 1:1,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 25

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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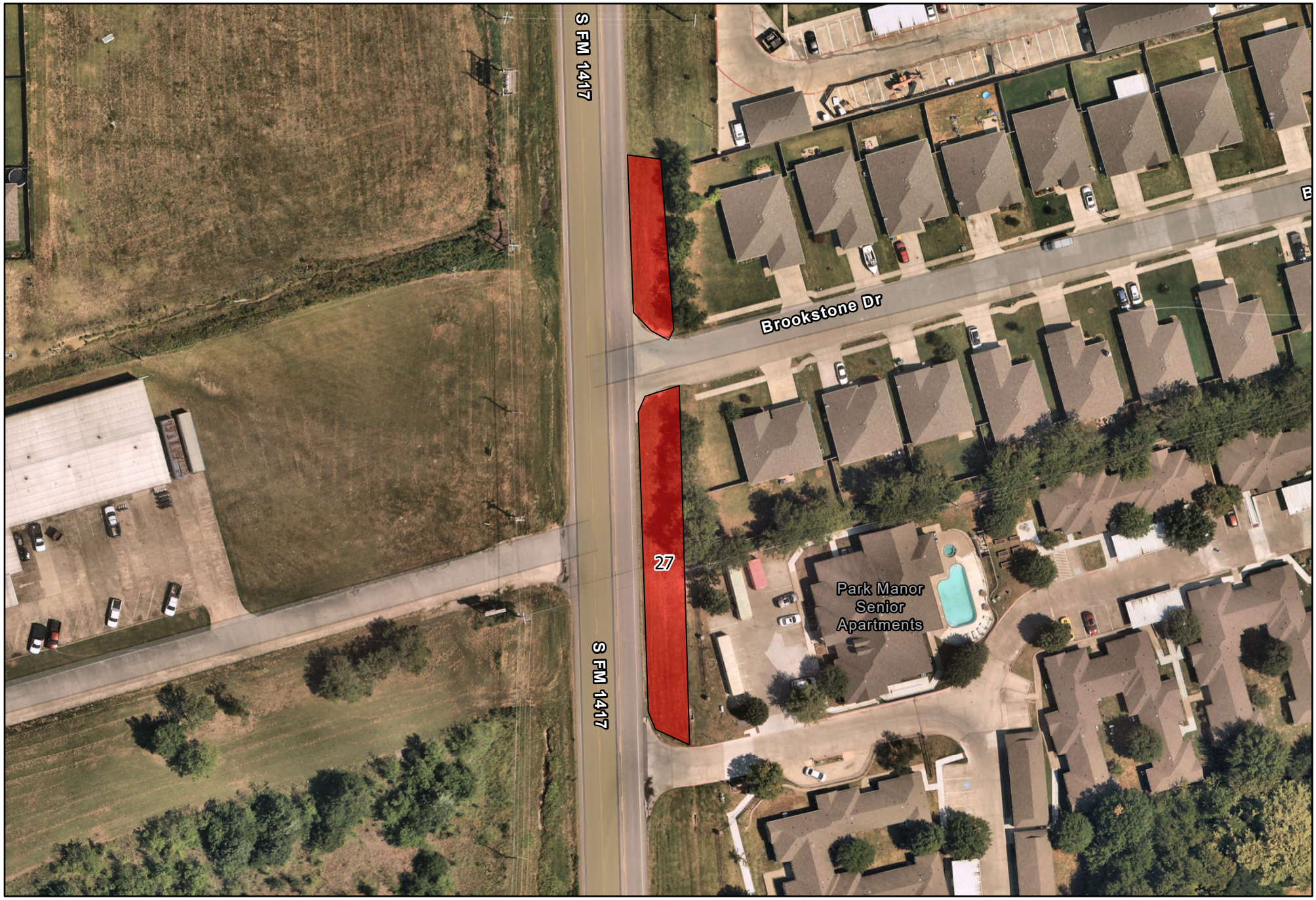
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Scale: 1:2,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 26

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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N

Scale: 1:1,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 27

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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N

Scale: 1:1,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 28

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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N

Scale: 1:4,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 29

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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N

Scale: 1:7,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 30

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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N

Scale: 1:2,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 31

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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N

Scale: 1:1,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 32

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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N

Scale: 1:3,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 33

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

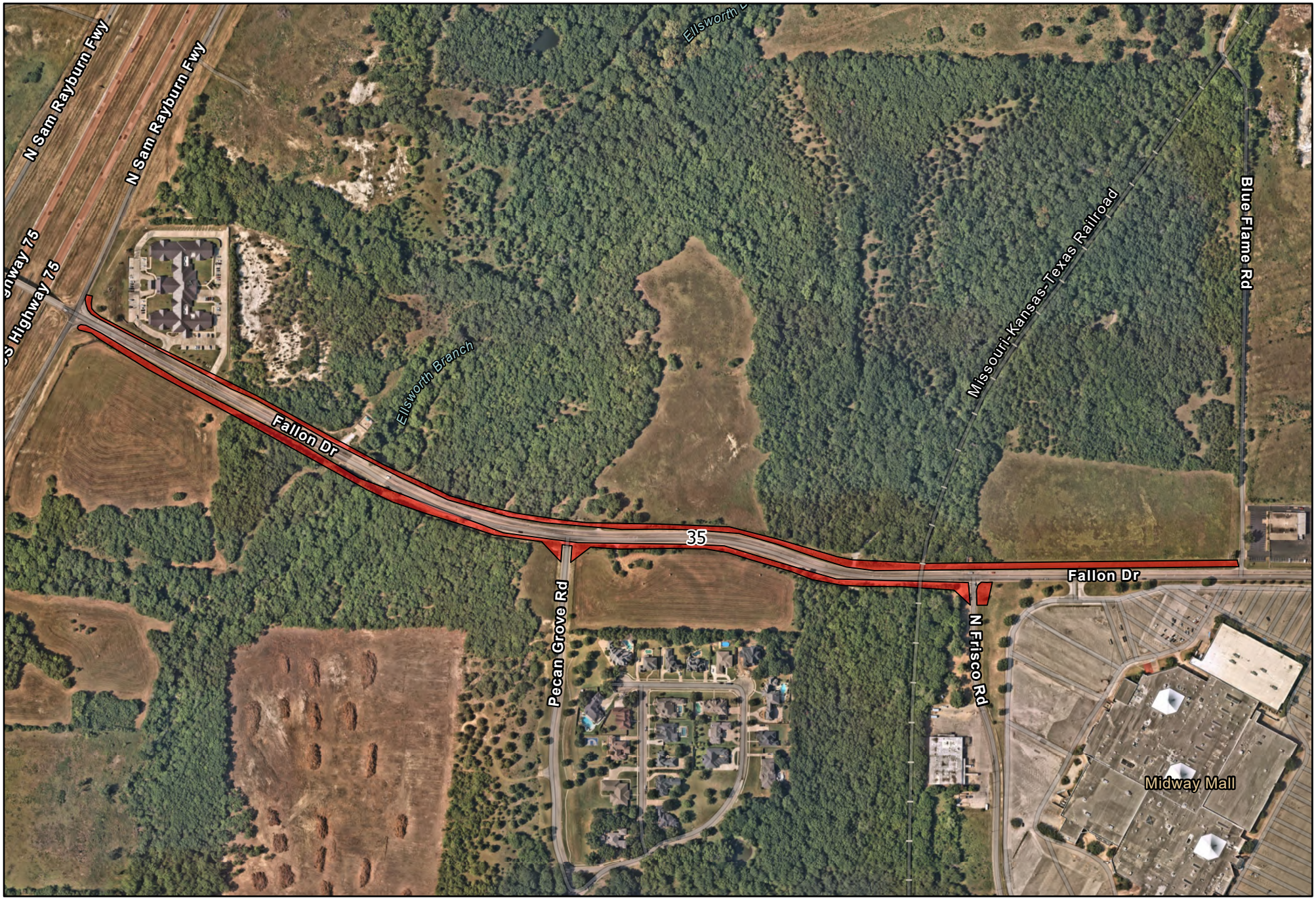
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Scale: 1:3,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 34

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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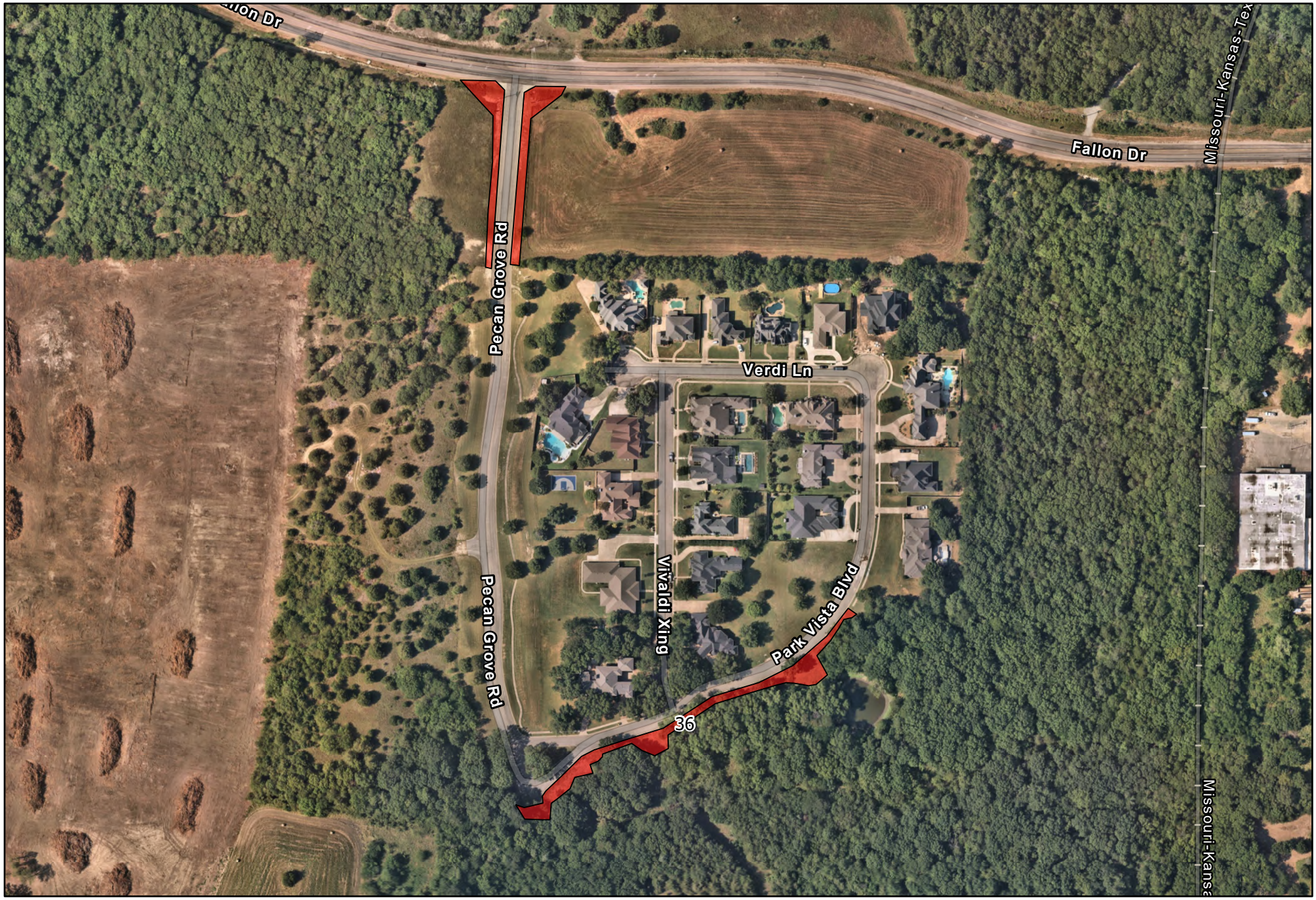
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Scale: 1:6,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 35

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:3,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 36

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:11,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 37.1

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:8,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 37.2

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:3,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 38

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:3,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 39

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:1,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 40

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:1,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 41

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:1,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 42

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:1,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 43

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

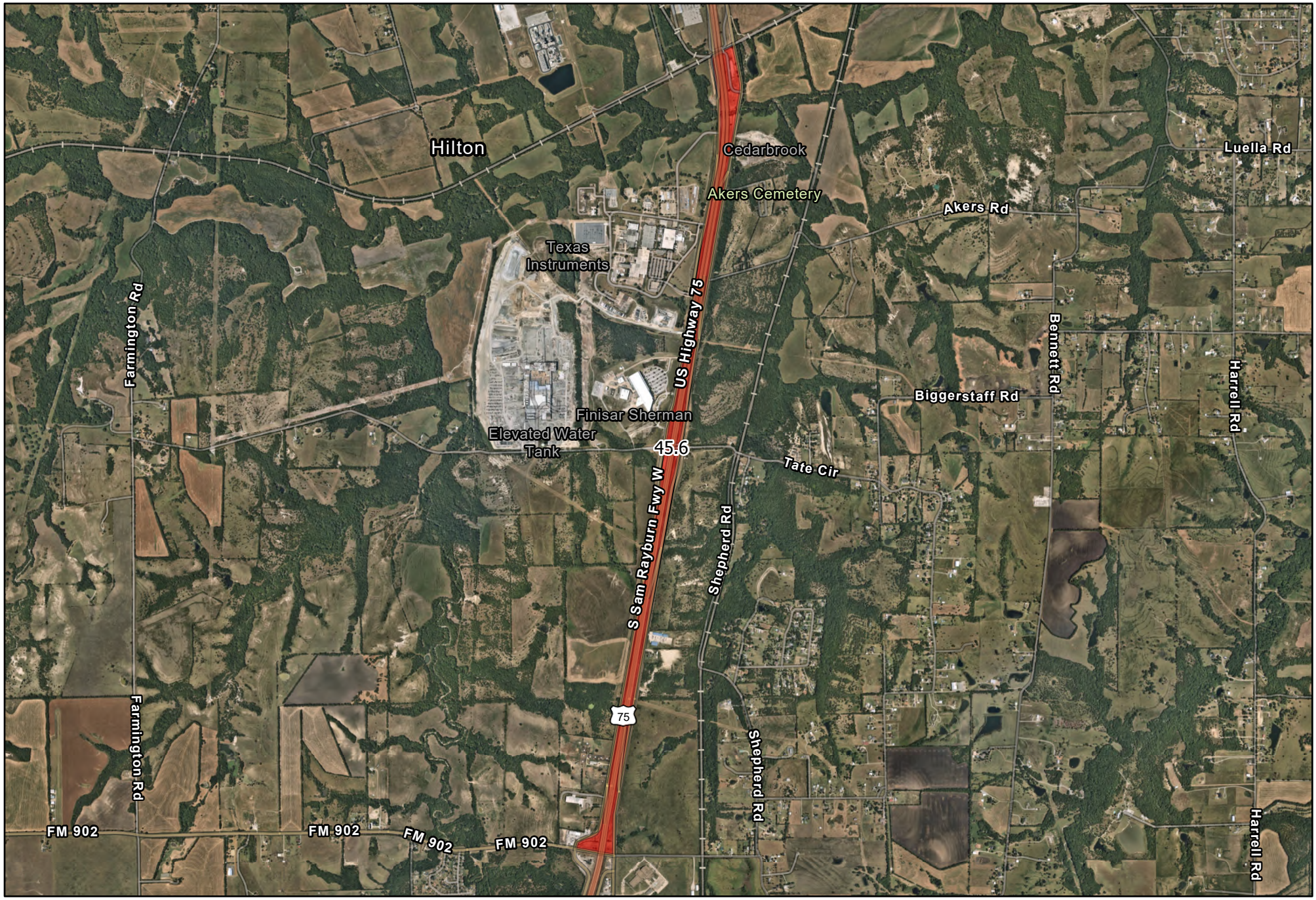
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Scale: 1:3,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 44

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

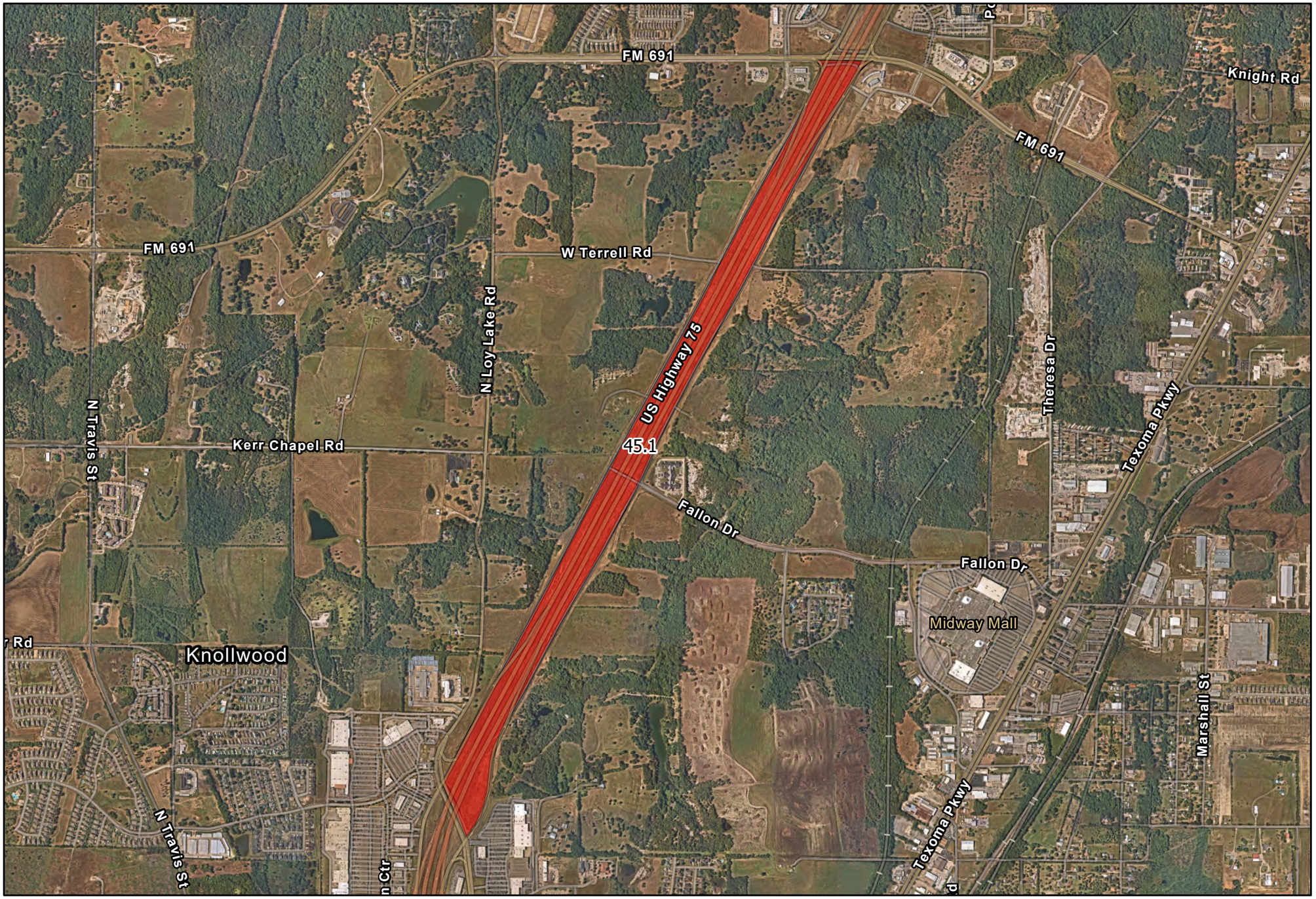
N

Scale: 1:32,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 45.6

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

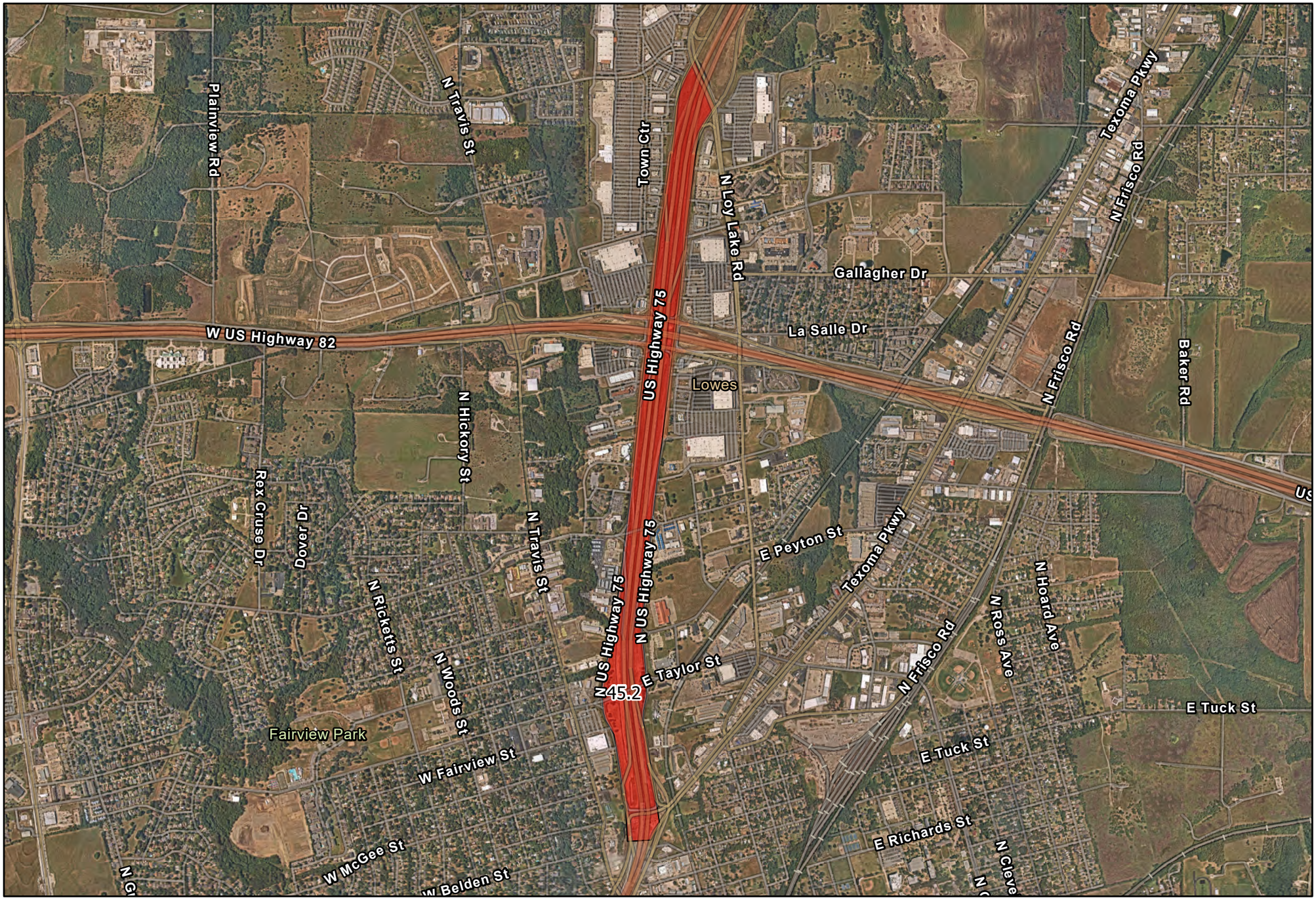
N

Scale: 1:20,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 45.1

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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Scale: 1:23,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 45.2

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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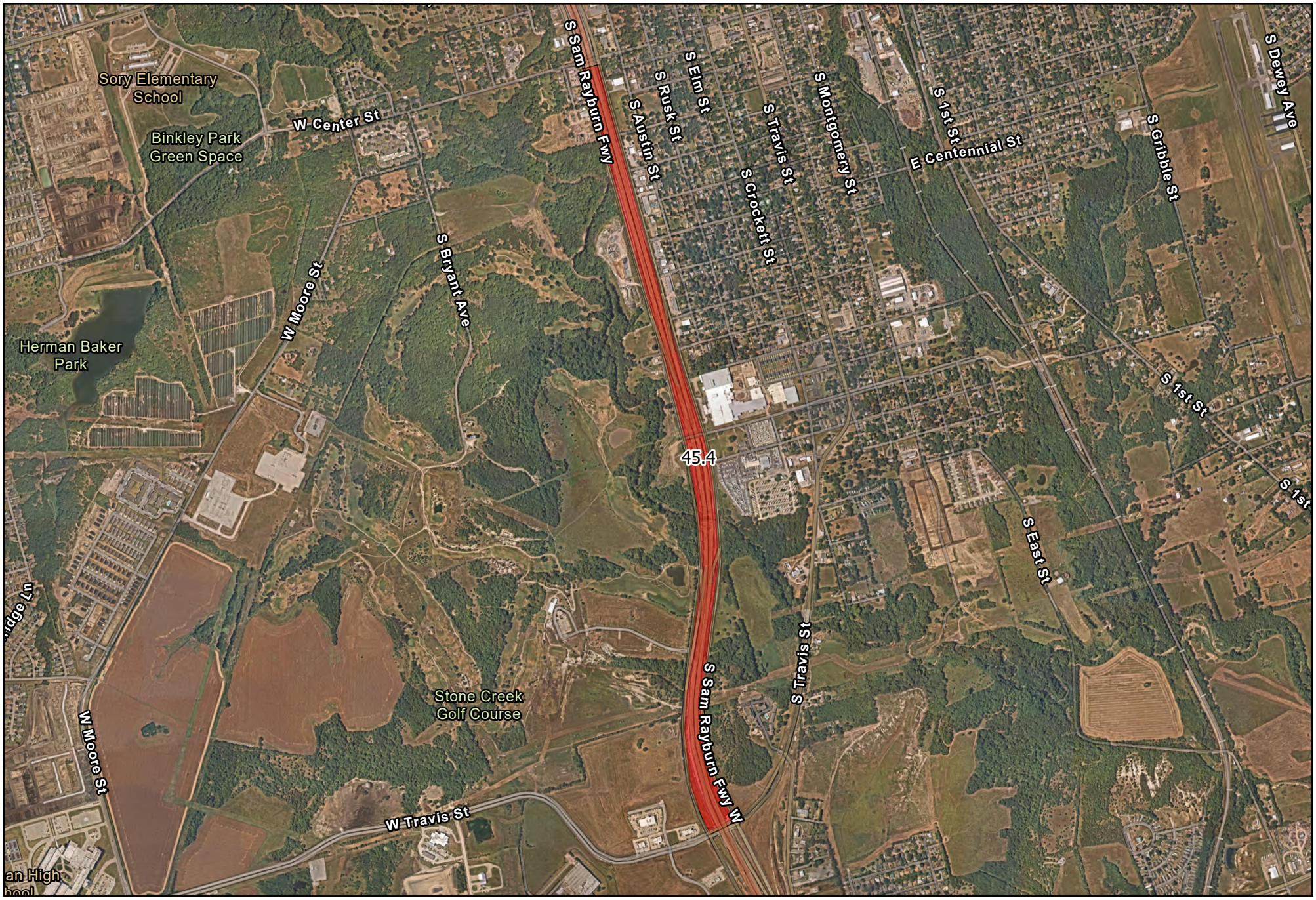
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Scale: 1:15,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 45.3

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

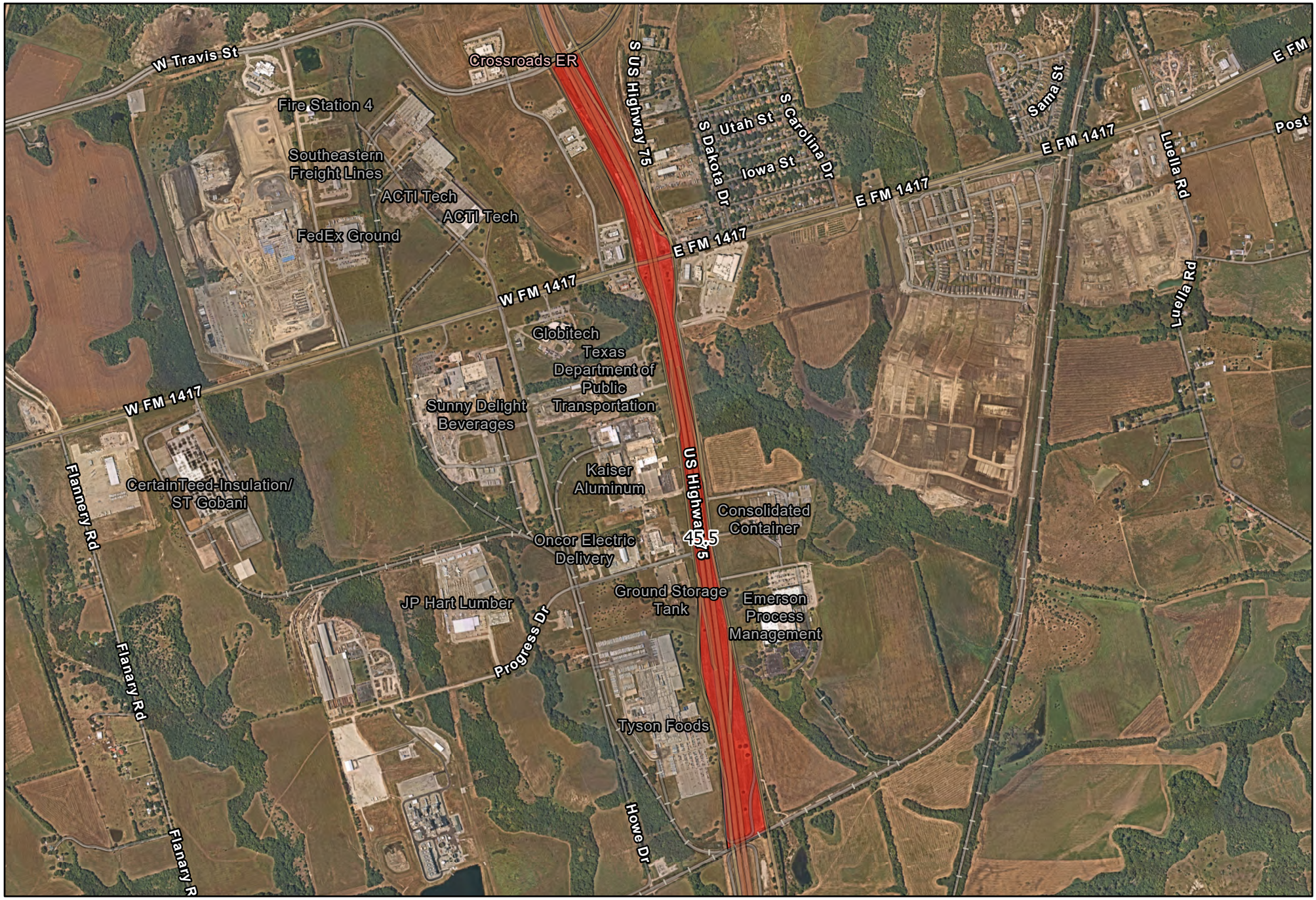
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# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 45.4

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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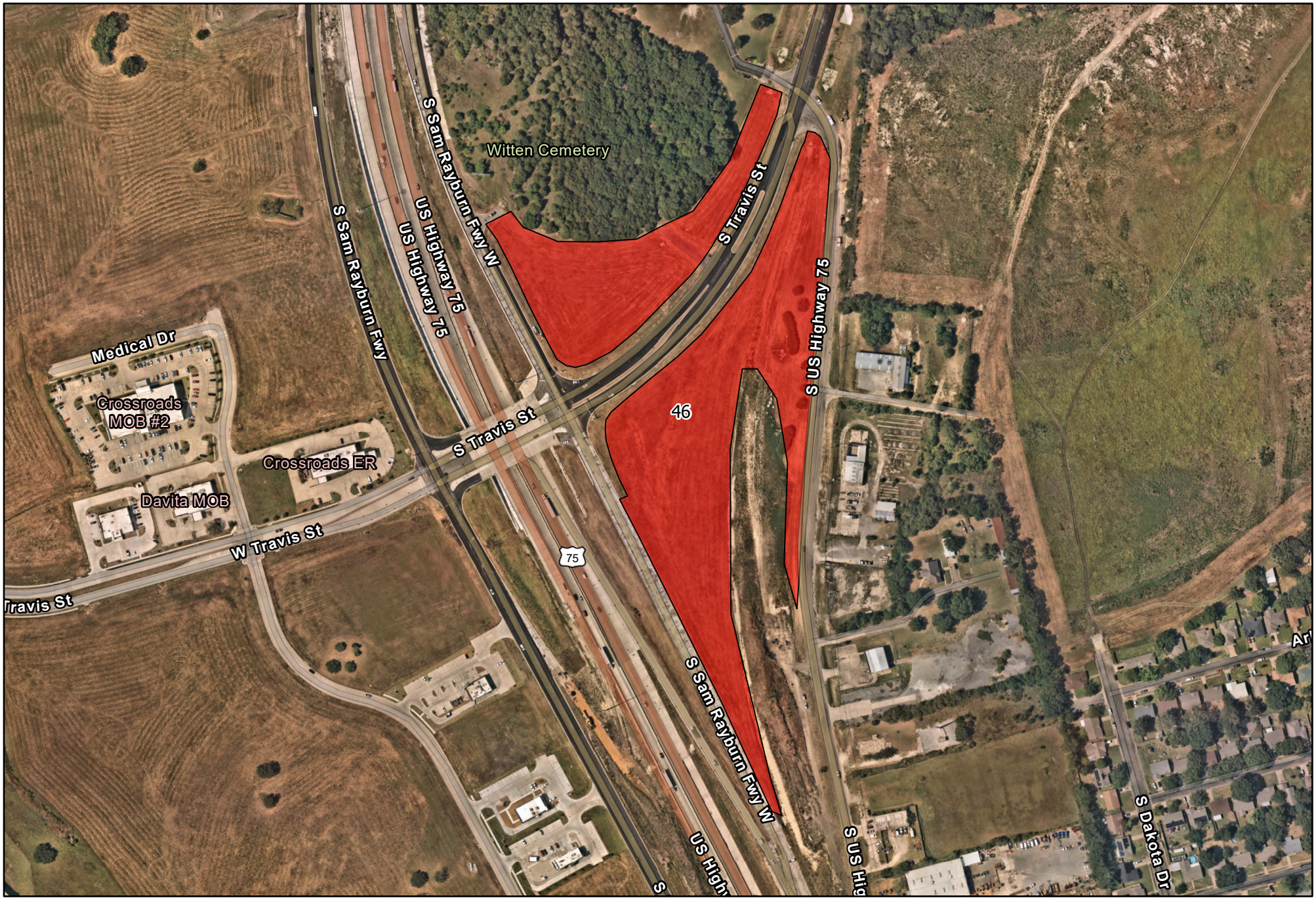
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# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 45.5

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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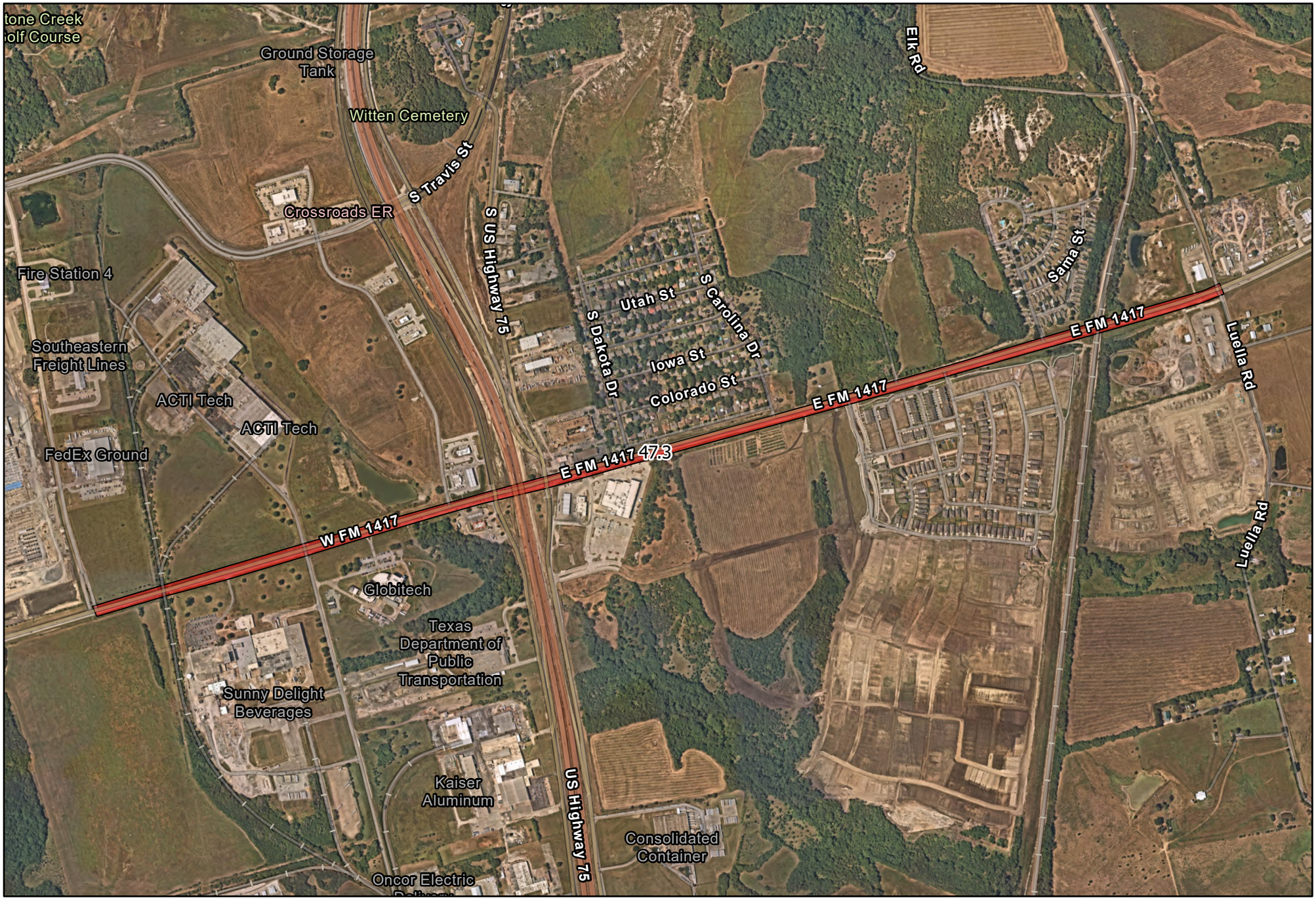
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Scale: 1:4,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 46

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:13,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 47.3

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

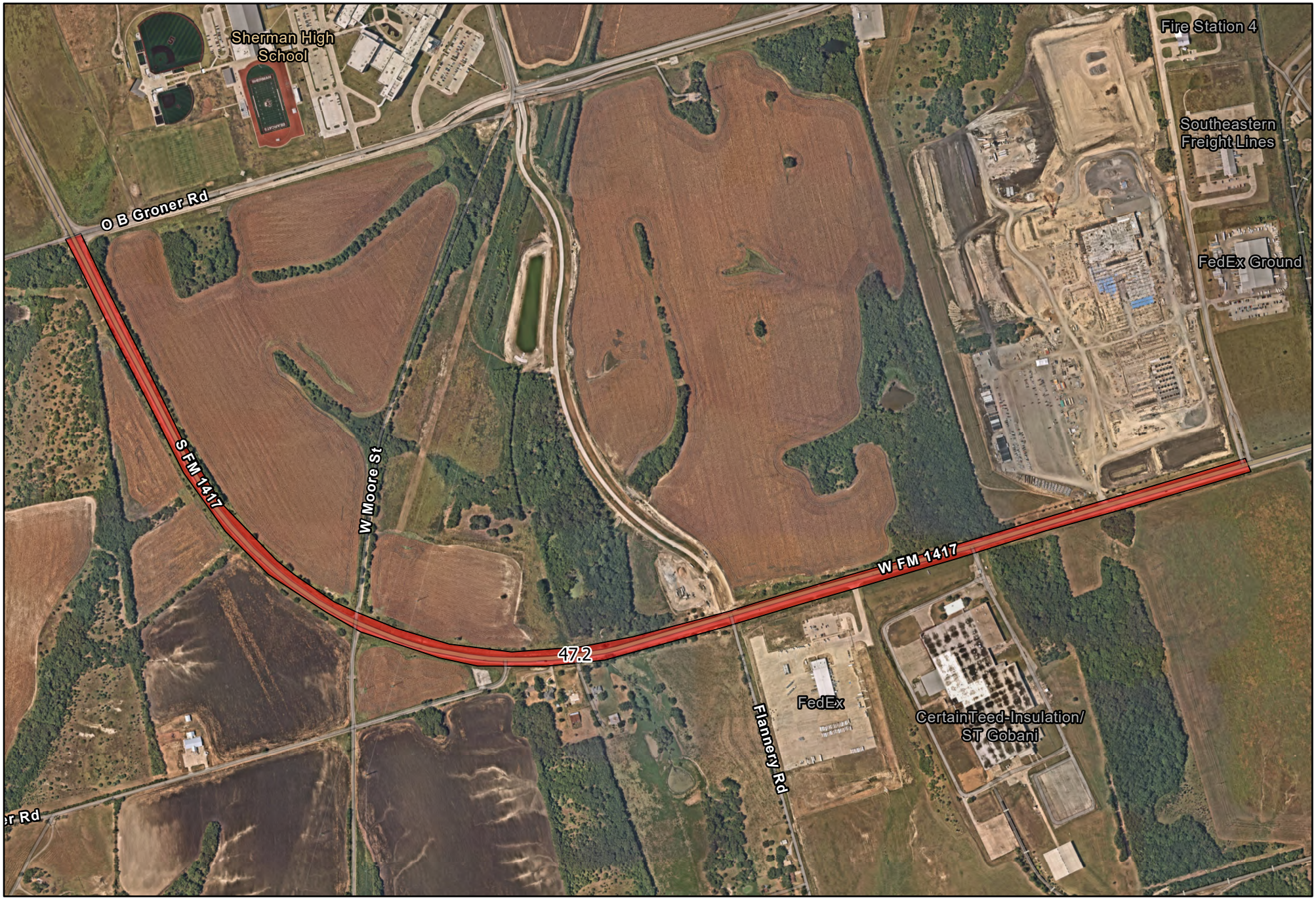
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Scale: 1:20,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 47.1

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:10,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 47.2

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

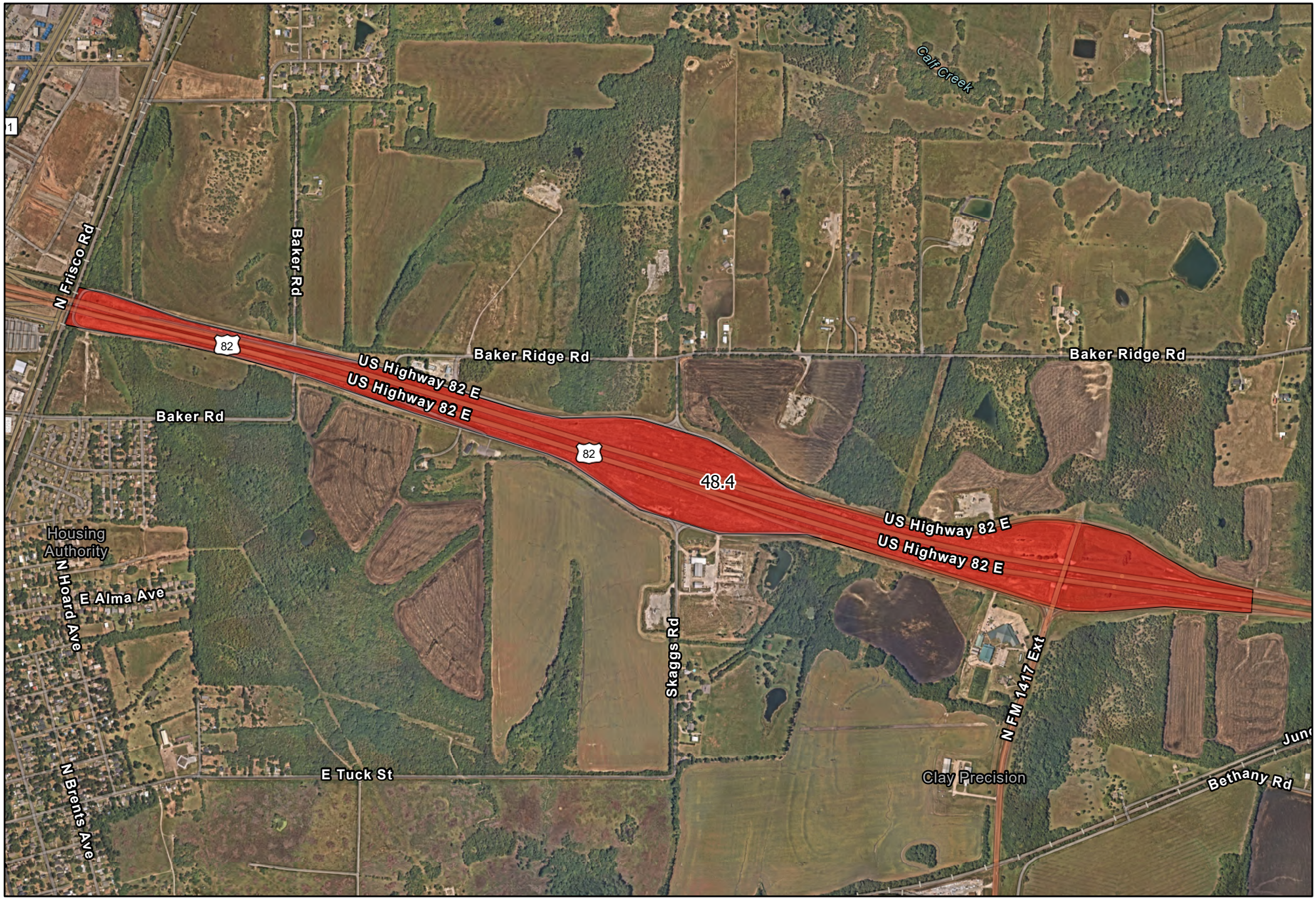
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Scale: 1:5,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 47.4

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

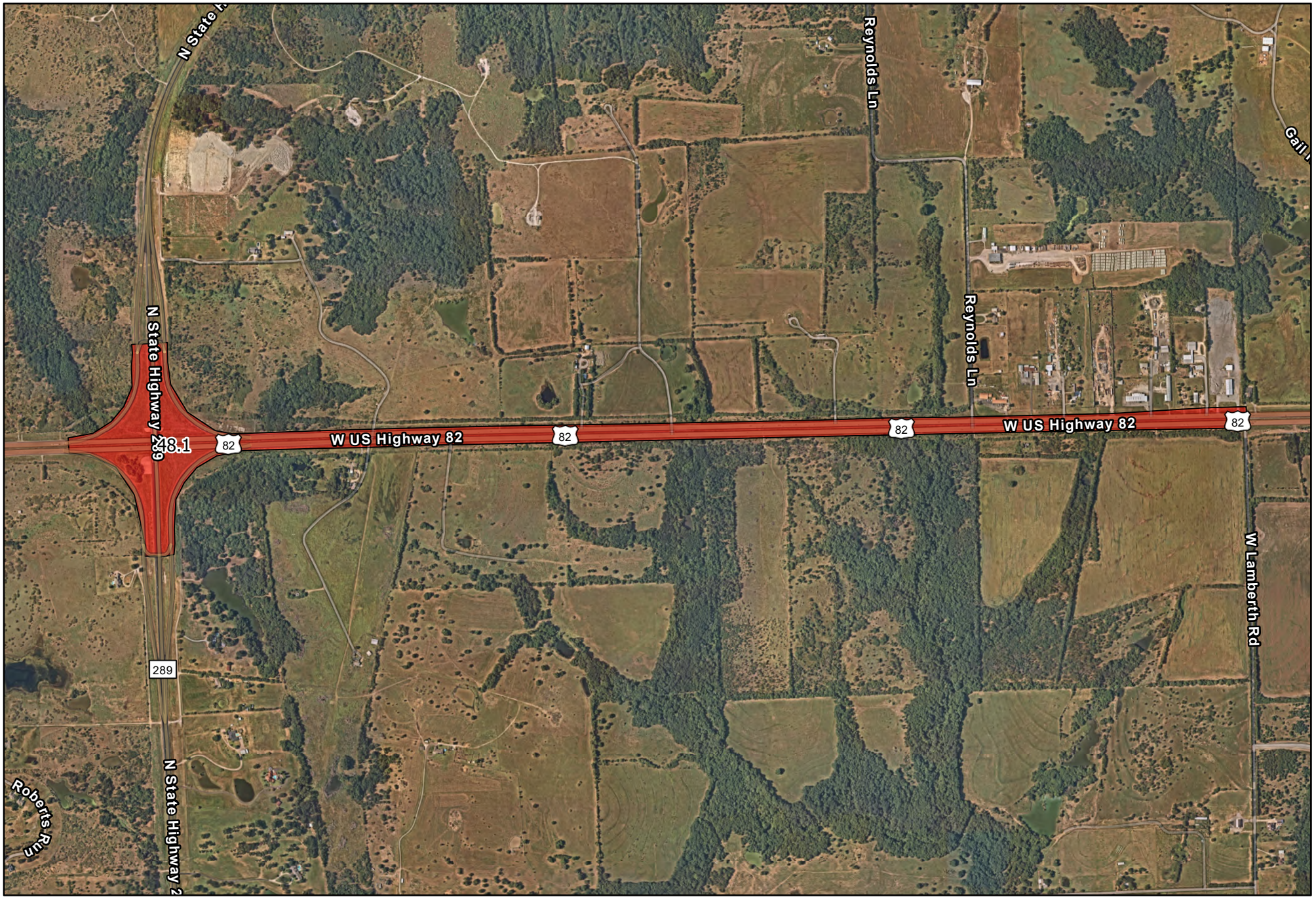
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Scale: 1:14,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 48.4

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

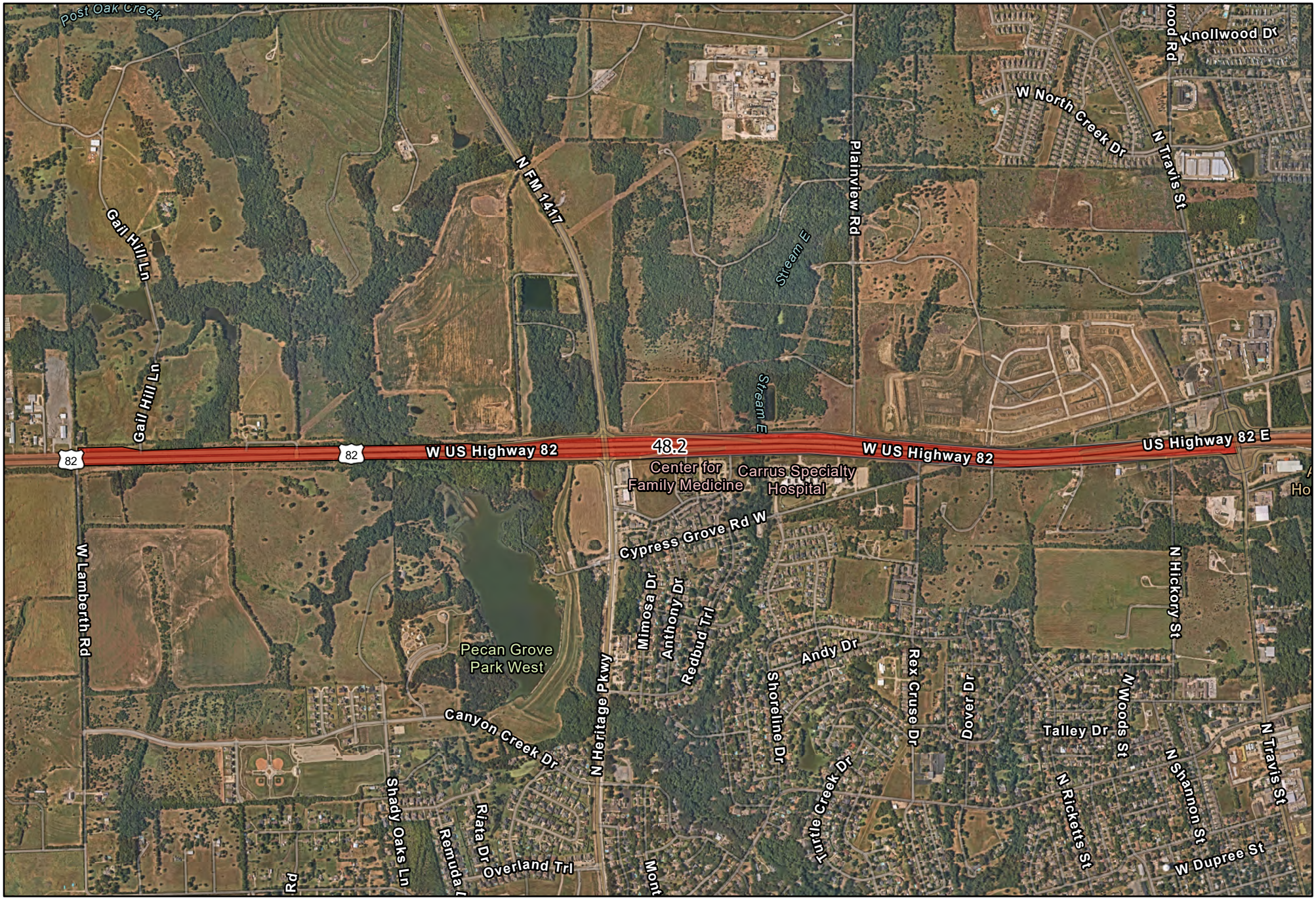
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Scale: 1:15,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 48.1

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.



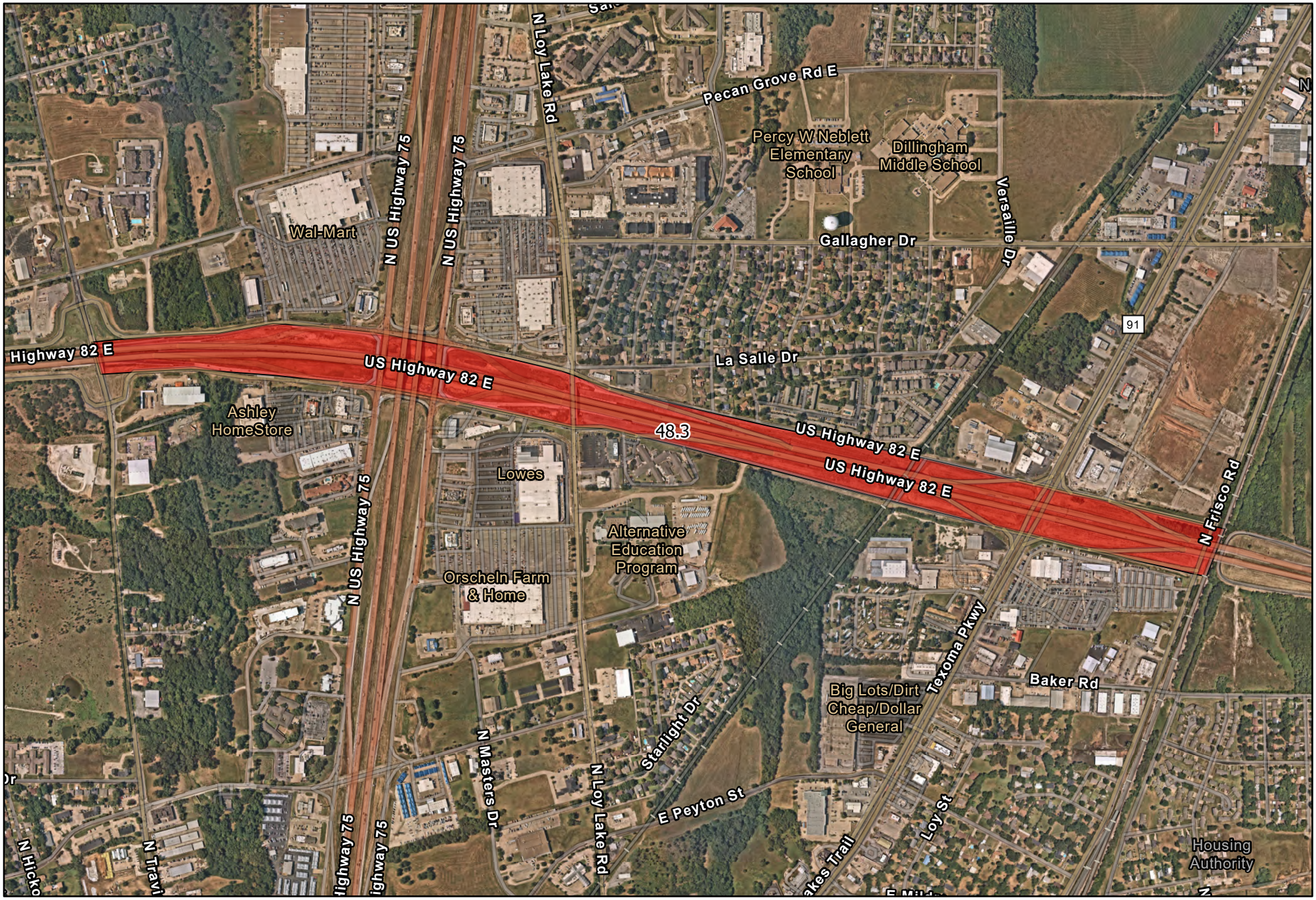

H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

Scale: 1:18,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 48.2

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

Scale: 1:11,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 48.3

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

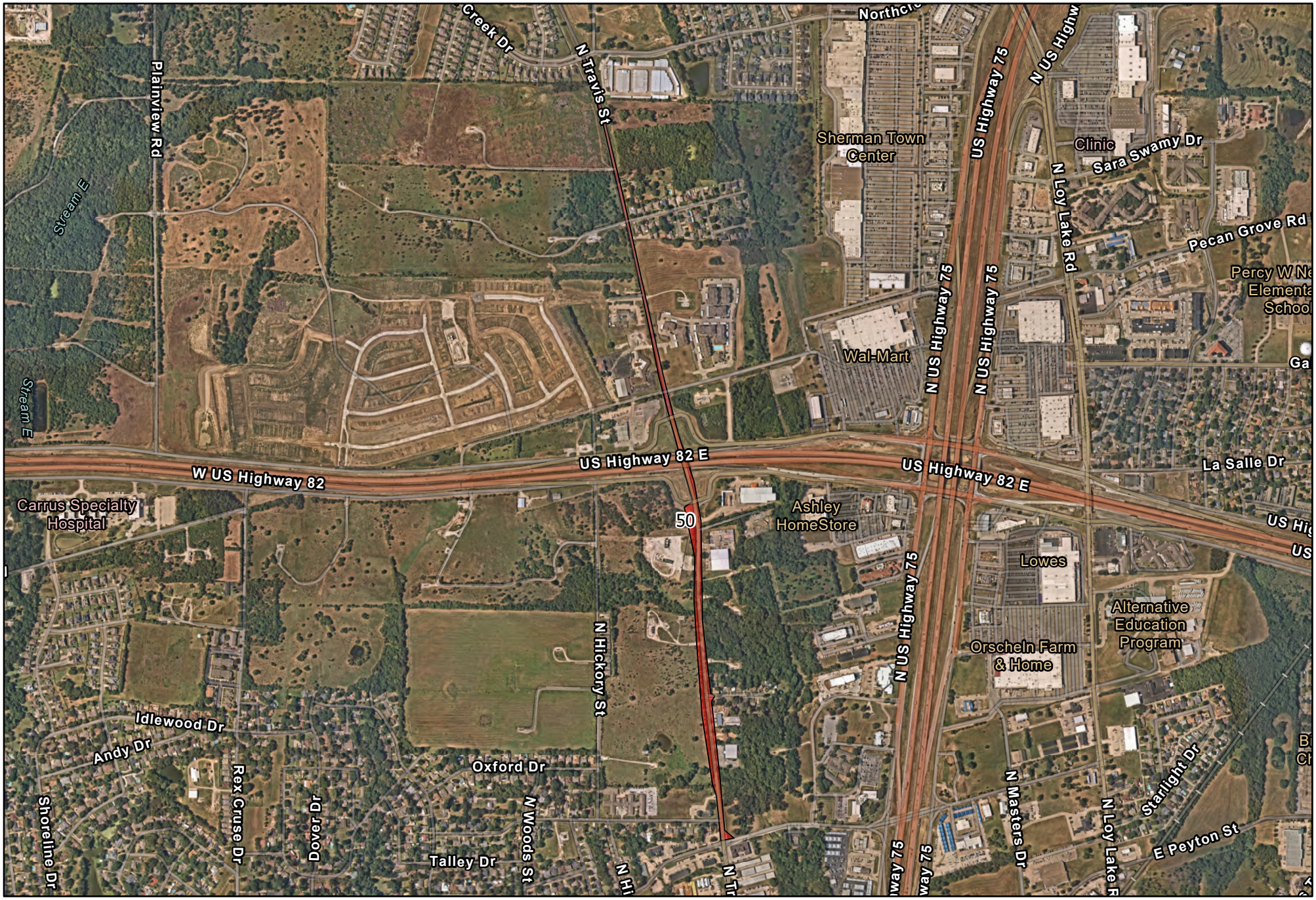
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Scale: 1:3,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 49

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:13,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 50

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:2,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 51

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

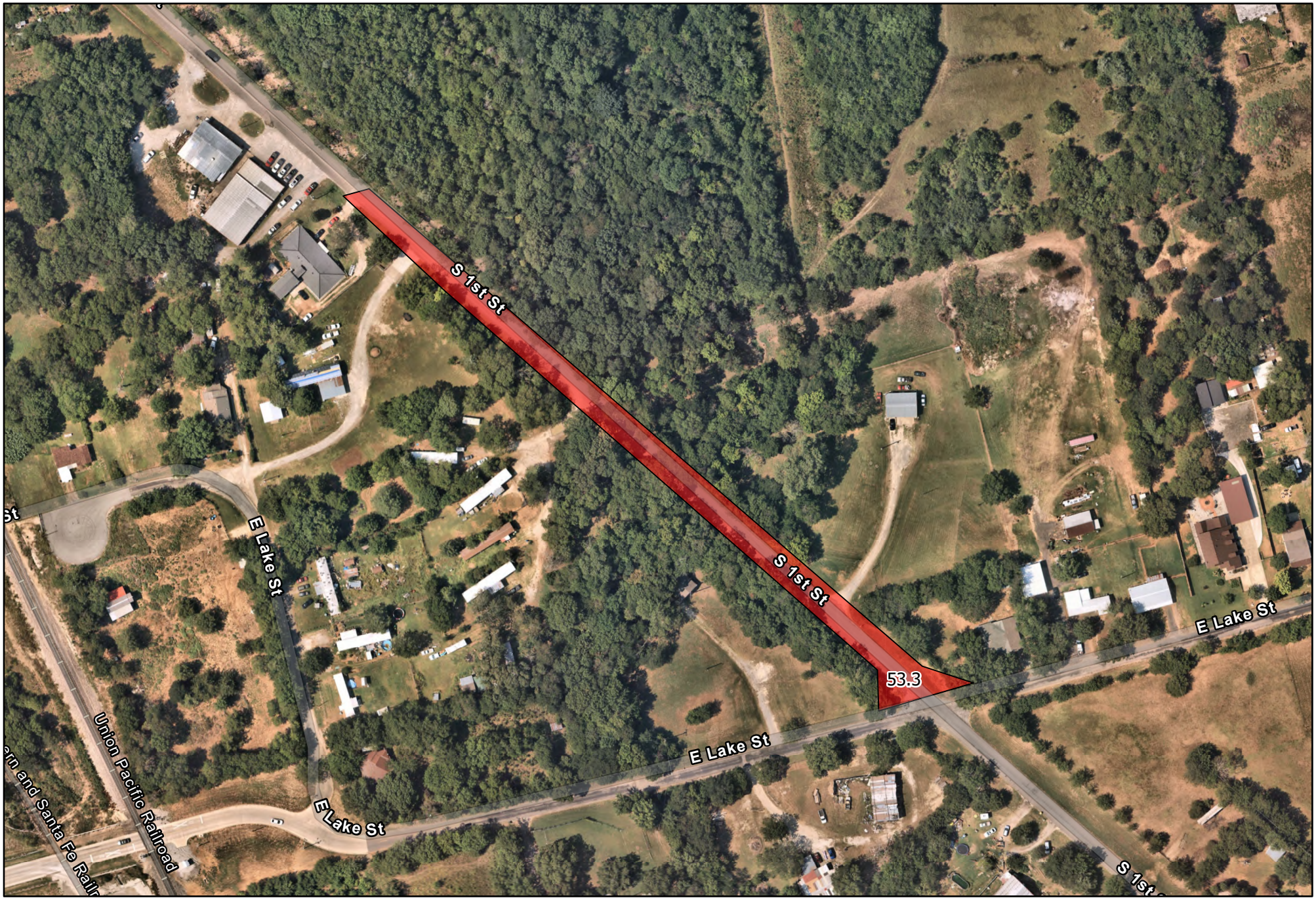
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Scale: 1:2,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 52

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

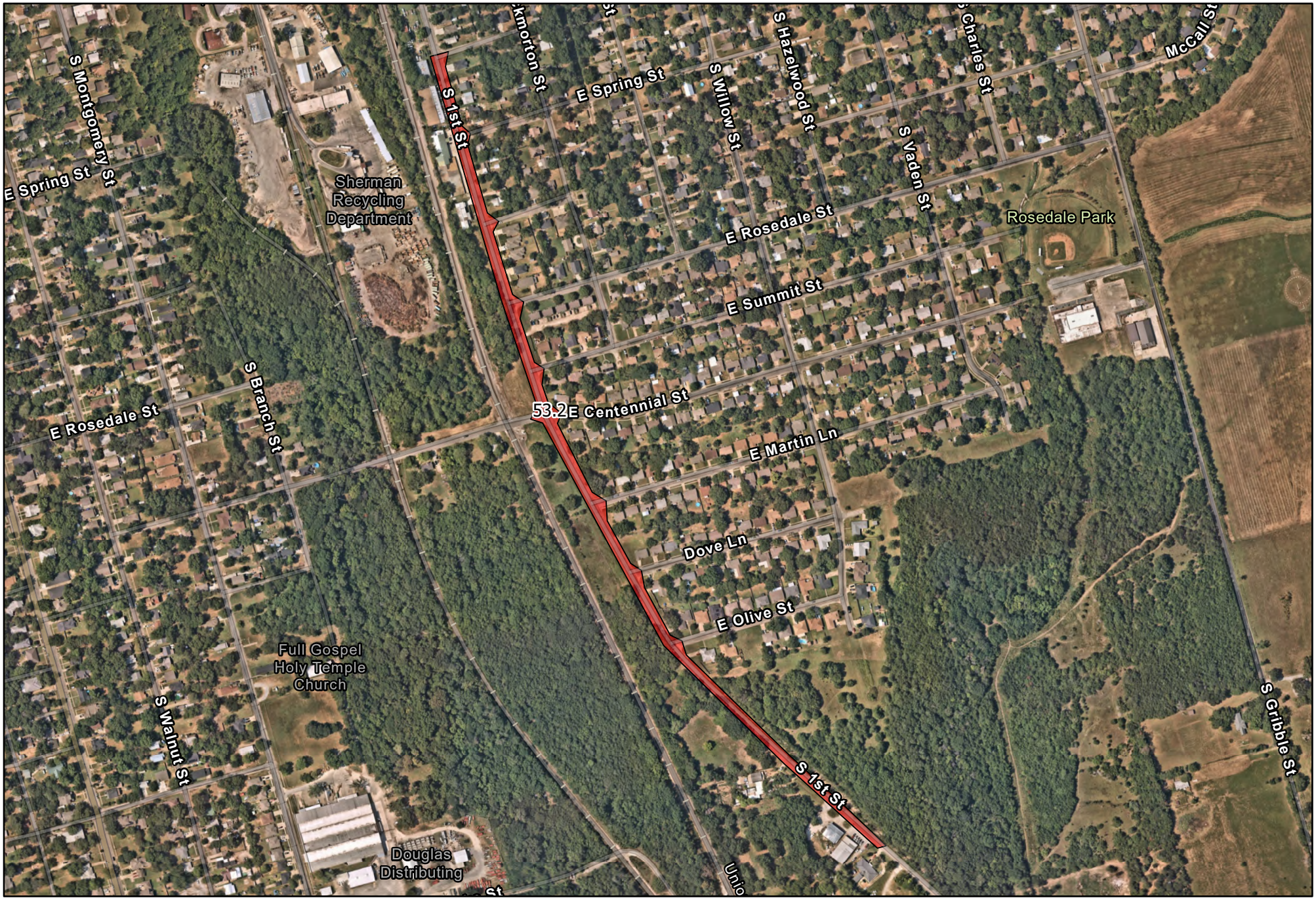
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Scale: 1:2,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 53.3

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:6,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 53.2

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




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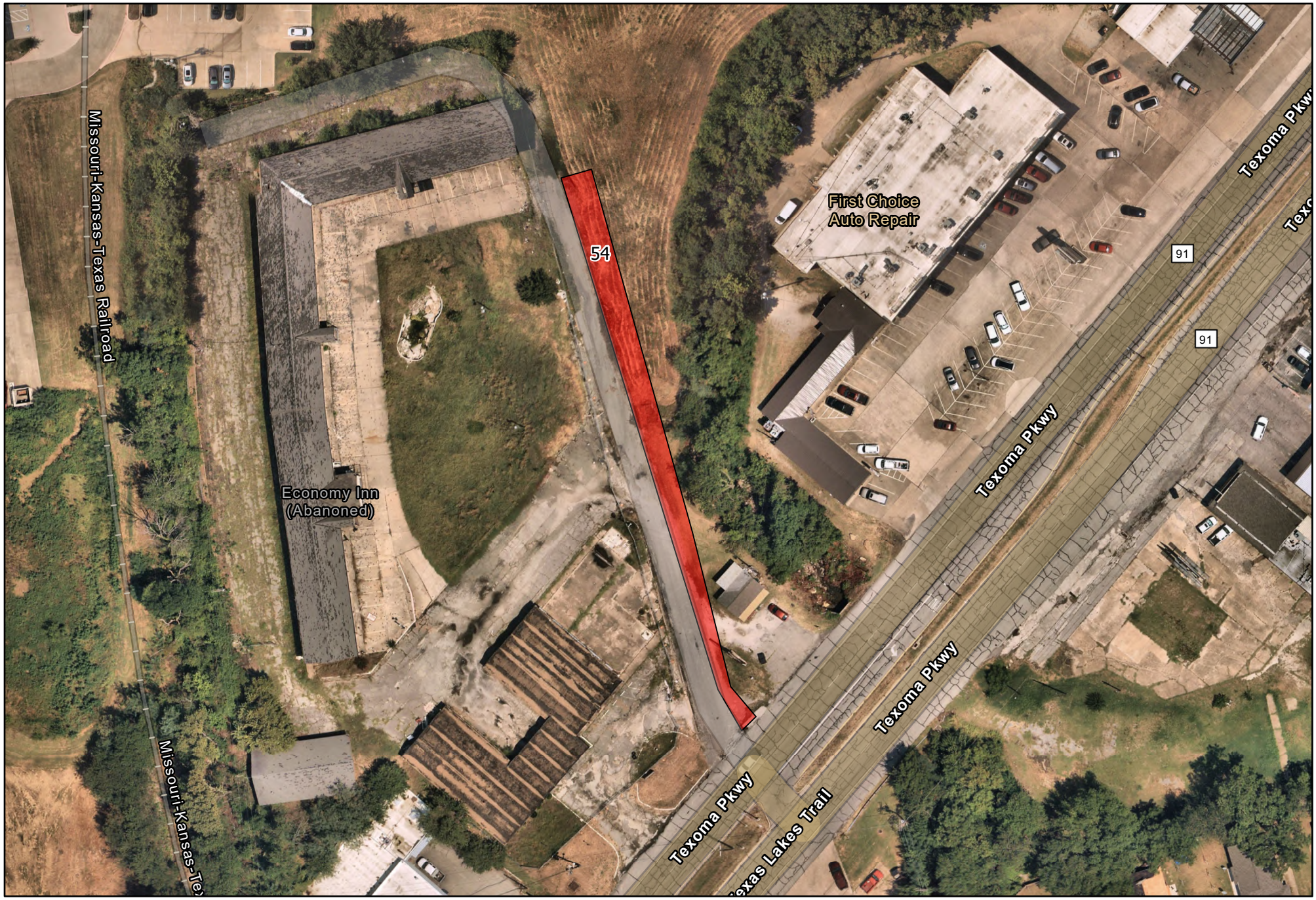
N

Scale: 1:5,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 53.1

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.




H:\ENGINEER\GIS\ArcGIS Pro Projects\Mowing

N

Scale: 1:1,000

# CITY OF SHERMAN
# CONTRACTOR MOWING AREAS
## Map: 54

Source: Sherman GIS
Date:3/27/2024

Sherman
CLASSIC TOWN. BROAD HORIZON.

# City of Sherman (TX)
## Tabulation Report RFP #2024-15 - REQUEST FOR PROPOSALS - FINISH AND ROUGH MOWING SERVICES
## Vendor: Presley Land management LLC

**General Comments:**

**General Attachments:** Sherman - Rough Mow Scan 1.pdf
Sherman - Rough Mow Scan 2.pdf

**Exhibit A**
**Request for Proposal**

Sherman
CLASSIC TOWN. BROAD HORIZON.

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

# Request for Proposals

**For**

# FINISH AND ROUGH MOWING SERVICES

**RFP No. 2024-15**

**Publication Dates:** **Thursday April 4, 2024**
**Sunday April 14, 2024**

## TABLE OF CONTENTS


| Document | Page # |
|---|---|
| Instructions to Bidders | 3 |
| Notice to Bidders | 4 |
| General Conditions | 6 |
| Specifications for Finish Mowing Locations | 12 |
| Specifications for Rough Mowing Locations | 13 |
| Bid Sheet (2024 Master Mow List) | 15 |
| Evaluation Criteria | 17 |
| Agreement for Finish and Rough Mowing Services | 18 |
| Contact References | 28 |
| Exhibit C: City's Insurance Requirements | 29 |
| Exhibit D: Affidavit of No Prohibited Interest | 31 |
| Exhibit E: Conflict of Interest Questionnaire | 32 |
| Texas Ethics Commission Form 1295 & Verification Form 2290 | 34 |

**CITY OF SHERMAN, TEXAS**

**FINANCE DEPARTMENT**

**REQUEST FOR PROPOSAL - BID NO. 2024-15; Finish and Rough Mowing Services**

The enclosed **REQUEST FOR PROPOSAL** (RFP) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **Finish and Rough Mowing Services** 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 Friday, April 19, 2024,** at the following address:

**City of Sherman – Human Resources Conference Room (2nd floor)**
**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. – RFP for Finish and Rough Mowing Services - No. 2024-15**

**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 19TH day of April, 2024,** at which time bids duly delivered and submitted will be considered for supplying the following:

**BID NO. 2024-15 – Finish and Rough Mowing Services**

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 "Finish and Rough Mowing Services 2024-15" 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.**

A pre-bid meeting is scheduled at **10:00 a.m., Thursday, April 11, 2024**, to be located at **220 W. Mulberry St., Sherman, Texas, in City Council Chambers**. This meeting is not mandatory, but, attendance is strongly encouraged. Contractors should review the evaluation criteria scoring section for points associated with attendance of this pre-bid meeting.

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., Friday, April 19, 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: **Finish and Rough Mowing Services.**

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. Please refer to the **EVALUATION CRITERIA** for additional information.

## 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/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request 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.

## DEFAULT

In case of default of the successful bidder, the city of Sherman may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

## 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 30$^{th}$. 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 RFP. 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 RFP, 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,

E. concise description of the independent contractor's ability to meet the requirements of the RFP. 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.

F. The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this RFP to the mutually agreed to date of contract.

G. The City of Sherman reserves the right to increase or decrease the amount of janitorial services based upon annual budget constraints with fifteen (15) days' notice.

H. 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 RFP.

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## SPECIFICATIONS FOR FINISH MOWING LOCATIONS

### MOWING AREAS:

- Grass to be routinely mowed to an average height of 1 ½" to 2".
- Clippings to be blown off drives and walkways, but, not into the street.
- Trimmings around all obstacles, as needed. **Any use of Round-Up or other chemicals must be pre-approved.**
- Edging (string) of curbs, drives, and walks will be performed each mowing cycle.
- Litter to be removed from area **PRIOR** to mowing.
- Depending on location, direction of mowing pattern to be altered on a regular basis to avoid worn spots.
- Mowing to include topping along edged locations.

### MOWING SHEDULE:

Initially, this mowing contract will begin on or near May 7, 2024, continuing through October 31, 2024. If the contract is renewed, per terms listed within this RFP, the City will require mowing services as needed during the off-season months and full mowing schedules to resume on or near March 1st. Generally, for March-October months, contractor can expect to follow the twice-per-month & three-times-per-month mowing requirements listed in the location bid item section. Any additional mowing must be pre-approved by the Grounds and Cemetery Maintenance Superintendent.

## SPECIFICATIONS FOR ROUGH MOWING LOCATIONS

### MOWING AREAS:

- Grass to be routinely mowed to maintain an average height of 6".
- Clippings to be blown off the drives and walkways, but, not into the street.
- Edging (string) when curb and gutter street present.
- Edging (string) around utility poles, towers, guard rails, and wires.
- Litter to be removed from area **PRIOR** to mowing.
- **Any use of Round-Up or other chemicals must be pre-approved.**

### MOWING SCHEDULE:

Initially, this mowing contract will begin on or near May 7, 2024, continuing through October 31, 2024. If the contract is renewed, per terms listed within this RFP, the City will require mowing services as needed during the off-season months and full mowing schedules to resume on or near March 1st. Generally, for March-October months, contractor can expect to follow the once-per-month mowing requirements listed in the location bid item section. Any additional mowing must be pre-approved by the Grounds and Cemetery Maintenance Superintendent.

**NOTE ON AWARDING: The City will not award all mowing sites to one vendor. Due to the volume of mowing sites, and the addition of larger highway sections, the City intends to award contracts to multiple vendors. Bidders are not required to submit a price for each site.**

**CONTRACTOR**

| 2024 MASTER MOW LIST | | COMPANY NAME: | |
|---|---|---|---|
| MAP # | LOCATIONS | NOTES | $ Per Mow |
| | | **3 TIMES A MONTH** | |
| 1 | Airport - | 3 Times a Month, Debris picked up before and after mowing, weed eat outside of fence and along fence | |
| 2 | Center St.Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 3 | Lamar St.Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 4 | Houston St.Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 5 | Hwy 75 & 82 ROW | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 6 | Park St. Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 7 | Travis St. Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 8 | Houston / Lamar Frontage Road | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 9 | Washington St underpass and Island | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 10 | 75 - Intersection at Sheppard Drive (east and west sides) | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 11 | W. Travis - ROW & Medians from 75 to 1417 Minus Flower Beds | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 12 | Grand Ave. Medians | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 13 | Cherry @75 - ROW | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 14 | Moore St. ROW 1417 To Park St | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 15 | 4200 Block of Texoma Parkway - Triangle between KTEN & Parkway | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 15 | Texoma Parkway median (Hard Edge / Weedeat curbs) | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 16 | FM 1417 and Redbud - FINISH MOW | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 17 | FM 1417 ROW Washington St to HWY 82 & Sidewalk Areas | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 18 | 1417 - Intersection at Houston (east & west side) | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 19 | 1417 - Traffic island from 56/Houston to Washington | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| | | **2 TIMES A MONTH** | |
| 20 | Lamberth @ 75 ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 21 | N. Loy Lake @ 75 Turnabout and Traffic Island across from Graham | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 22 | 75 - ROW Intersection W. Fern to W. Pecan | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 23 | W. Steadman - ROW at 75 | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 24 | 1417 - Intersection at Dorchester | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 25 | 1417 - Intersection at Farmington | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 26 | 1417 - Intersection at Quail Run from 1417 to Del Mar | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |

| MAP # | LOCATIONS | NOTES | $ Per Mow |
|---|---|---|---|
| 27 | Brookstone @ 1417 - Both sides of intersection | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 28 | Steeplechase - ROW Intersection at 1417 | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 29 | S. Travis St ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 30 | Dewey Ave. / Ida Rd Intersection | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 31 | N. Travis - ROW at 82 - All Sides | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 32 | N Loy Lake and 82 ROW at Popeye's | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 33 | Masters - E. Peyton St. North to tree line | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 34 | Loy Lake south of Simmons Bank - RR ROW(Taylor St. RR ROW) | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 35 | Fallon Dr. ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 36 | Pecan Grove ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 37 | Frisco Rd. ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 38 | Lamberth Rd and bridge | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 39 | Gallagher Rd. ROW & N. Luther Knox Dr. | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 40 | 1100 block N. Throckmorton - Richards & Throckmorton | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 41 | Throckmorton St. Dead End Lot | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 42 | 800 block of East Sycamore adjacent to RR property | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 43 | ROW at King and at Wells | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 44 | Ross St. ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| | | ROUGH MOW | |
| 45 | HWY 75 ( FM 691 TO FM 902) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | $22,000.00 |
| 46 | 75 - Merge triangle traffic island at S/W Travis | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 47 | FM 1417 ( HWY 56 TO HWY 11) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 48 | HWY 82 ( HWY 289 TO FM 1417) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | $16,500.00 |
| 49 | IDA Rd. ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 50 | Travis St. ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 51 | Arizona St. ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 52 | First St. ROW (including mow back at all intersections) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 53 | N. East from Houston to Pecan - RR ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 54 | N. East St. North of Texoma PRKWY | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |

## EVALUATION PROCESS

All submitted proposals will be reviewed by the City of Sherman for compliance with the specified RFP requirements. The selection committee will decide proposals which meet the RFP requirements and receive further evaluation.

Based on the firms' response to the RFP requirements, the selection committee will determine

the top firm(s) capable of meeting the needs of the City for such services. The City may invite the top firm(s) for an interview before considering a contract. Once the firm has been selected, the City will submit an agreement to the City Council for approval. The following evaluation criteria will be considered by the selection committee.

**BEST VALUE EVALUATION CRITERIA**

| | |
|---|---|
| 40% | Qualifications (when applicable, will include past performance of services for the City) |
| 20% | Pricing |
| 20% | References |
| 15% | Equipment/Staff** |
| 5% | Pre-bid meeting attended (contractor representative signature on pre-bid sign-in sheet) |

****NOTE: Contractor is required to submit an itemized list of equipment and staffing, in order for City staff to evaluate capacity to meet contract requirements.**

- We have 15 Case farmall 120c tractors with 15 Bushhog mowers.
- We have 15 Stihl 131R weedeaters for weed trimming.

## AGREEMENT FOR FINISH AND ROUGH MOWING SERVICES

The **City of Sherman, Texas**, a home-rule municipality ("City"), and Presley Land Management LLC, a Texas corporation ("Contractor"), hereby enter into this Agreement for finish and rough mowing services ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City issued a Request for Proposal, attached hereto as Exhibit A and incorporated herein for all purposes ("Bid Request"), seeking competitive sealed bids for finish and rough mowing services for the City; and

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

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

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

1. Scope of Services.
   Contractor shall provide the services and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.
   The initial term of the Agreement shall be for a period of six (6) months, commencing on the Effective Date (hereinafter defined) of this Agreement ("Initial Term"). City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each (each a "Renewal Term") on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
   In exchange for Contractor's performance of the Services in accordance with the Agreement Document, City agrees to pay Contractor on the basis defined by and in the amounts set forth in the Submittal ("Contractor's Fee").

   City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or

documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the 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.

4. Agreement Documents.

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

A. This Agreement;

B. The Request for Proposal, attached hereto as Exhibit A;

C. The Submittal, attached hereto as Exhibit B;

D. City's Insurance Requirements, attached hereto as Exhibit C;

E. Affidavit of No Prohibited Interested, attached hereto as Exhibit D; and

F. Conflict of Interest Questionnaire, attached hereto as Exhibit E.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or

supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

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

7. No Prohibited Interest; Vendor Disclosure.

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

8. 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.

9. 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.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations

and policies, Contractor shall immediately notify City in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

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

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without 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.

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

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

14. No Waiver of Immunity.

The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
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 the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

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

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

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

21. 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.

22. Indemnity.
The parties agree that the indemnity provision set forth in Section 8 herein is conspicuous and the parties have read and understood the same.

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

If to Contractor, to: Presley Land Management LLC
Attn: Brandon Presley
Address: 7490 Walnut St
Frisco TX 75033
Telephone: 214-455-0492
Facsimile:
Email: brandon@presleylandmanagement.com

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

With a copy to:

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

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

25. Independent Contractor.
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.

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

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

28. Reference to City.
When referring to "City" herein, 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.

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

30. 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.

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

**CITY OF SHERMAN, TEXAS,**
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

**ATTEST:**

_____
Linda Ashby, City Clerk

Presley Land Management LLC
a Texas corporation

By: _____
Printed Name: Brandon Presley
Title: President
Date: 4/18/2024

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Robby Hefton**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the City Manager and duly authorized representative for the **City of Sherman, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202_.

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

STATE OF TEXAS §
§
COUNTY OF Collin §

BEFORE ME, the undersigned authority, on this day personally appeared Brandon Presley known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the President (title) and duly authorized representative for, a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of April, 2024.

LUKE LAMAS
Notary Public, State of Texas
Comm. Expires 05-18-2025
Notary ID 13310678-9

_____
Notary Public in and for the State of Texas
My Commission Expires: 05/18/2025

## Contractor References

Customer Name: TxDOT - Grayson County

Address: 3904 US 75 South Sherman TX 75090

Contact: Karl Kight Telephone #: 903-209-8364

Scope of work performed: ROW mowing

Length of Service: 3 years

Customer Name: TxDOT - Collin County

Address: 2205 S State Hwy 5 McKinney, TX 75069

Contact: Tony Balibrera Telephone #: 469-890-5895

Scope of work performed: ROW mowing

Length of Service: 4 years

Customer Name: Garret Shields Infrastructure

Address: 1117 E Walnut St. Garland TX 75044

Contact: Jacob Trumbly Telephone #: 972-345-5867

Scope of work performed: ROW Mowing

Length of Service: 3 years

# 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 |
|---|---|---|
| X | 1. Worker's Compensation & Employer's Liability | ▪ Statutory Limits of the State of Texas |
| X | 2. General Liability | ▪ Minimum $1,000,000.00 each occurrence;<br>▪ Minimum $2,000,000.00 in the aggregate. |
| ___ | 3. XCU Coverage | ▪ Minimum $1,000,000.00 each occurrence;<br>▪ Minimum $2,000,000.00 in the aggregate. |
| ___ | 4. Professional Liability | ▪ Minimum $1,000,000.00 each claim;<br>▪ Minimum $2,000,000.00 in the aggregate. |
| ___ | 5. Umbrella Coverage or Excess Liability Coverage | ▪ An amount of $ 2,000,000.00. |
| X | 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. | |
| X | 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):

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/18/2024

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<br>FEDERATED MUTUAL INSURANCE COMPANY<br>HOME OFFICE: P.O. BOX 328<br>OWATONNA, MN 55060 | CONTACT NAME: CLIENT CONTACT CENTER<br>PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664<br>E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM |

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: FEDERATED MUTUAL INSURANCE COMPANY | 13935 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED 411-751-1
PRESLEY LAND MANAGEMENT LLC
7190 WALNUT ST
FRISCO, TX 75033-3429

COVERAGES CERTIFICATE NUMBER: 18 REVISION NUMBER: 0

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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | Y | Y | 1831651 | 06/01/2024 | 06/01/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS & COMP/OP AGG | $1,000,000<br>$100,000<br>EXCLUDED<br>$1,000,000<br>$2,000,000<br>$2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY SCHEDULED AUTOS<br>HIRED AUTOS ONLY NON-OWNED AUTOS ONLY | Y | Y | 1831651 | 06/01/2024 | 06/01/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per Person)<br>BODILY INJURY (Per Accident)<br>PROPERTY DAMAGE (Per Accident) | $1,000,000 |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION | Y | Y | 1831655 | 06/01/2024 | 06/01/2025 | EACH OCCURRENCE<br>AGGREGATE | $5,000,000<br>$5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 1851428 | 06/01/2024 | 06/01/2025 | X PER STATUTE OTHER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE -EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE

CERTIFICATE HOLDER

411-751-1 18 0
CITY OF SHERMAN
PO BOX 1106
SHERMAN, TX 75091-1106

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 411-751-1

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | | NAMED INSURED |
|---|---|---|
| FEDERATED MUTUAL INSURANCE COMPANY | | PRESLEY LAND MANAGEMENT LLC<br>7190 WALNUT ST<br>FRISCO, TX 75033-3429 |
| POLICY NUMBER<br>SEE CERTIFICATE # 18.0 | | |
| CARRIER<br>SEE CERTIFICATE # 18.0 | NAIC CODE | EFFECTIVE DATE: SEE CERTIFICATE # 18.0 |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

2024-15
FINISH AND ROUGH MOWING SERVICES
ADDITIONAL INSURED INCLUDE CITY OF SHERMAN, ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
WORKERS COMPENSATION CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER WHERE PERMITTED BY STATE STATUTE.
COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.
FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.
FOR WORKERS COMPENSATION, FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
(1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "loss" which occurs prior to the date of your contract with such person or organization;
2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

**(1)** The additional insured is a Named Insured under such other insurance; and

**(2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A.** **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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2. "Bodily injury" or "property damage" occurring after:
   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

# TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement, effective on 06/01/2024 at 12:01 A.M. standard time, forms a part of

Policy No. 1851428

Issued to PRESLEY LAND MANAGEMENT LLC

Issued by Federated Mutual Insurance Company

Endorsement No. 1

Nicholas R. Zoeller

Authorized Representative

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

   Name of person or organization:

   ☒ Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
3. Premium:

   The premium charge for this endorsement shall be percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: **Included**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/18/2024

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<br>FEDERATED MUTUAL INSURANCE COMPANY<br>HOME OFFICE: P.O. BOX 328<br>OWATONNA, MN 55060 | CONTACT NAME: CLIENT CONTACT CENTER<br>PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664<br>E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM |
| | INSURERS AFFORDING COVERAGE — NAIC # |
| | INSURER A: FEDERATED MUTUAL INSURANCE COMPANY — 13935 |
| INSURED 411-751-1<br>PRESLEY LAND MANAGEMENT LLC<br>7190 WALNUT ST<br>FRISCO, TX 75033-3429 | INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

COVERAGES — CERTIFICATE NUMBER: 18 — REVISION NUMBER: 0

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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | Y | Y | 1831651 | 06/01/2023 | 06/01/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS & COMP/OP AGG | $1,000,000<br>$100,000<br>EXCLUDED<br>$1,000,000<br>$2,000,000<br>$2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY SCHEDULED AUTOS<br>HIRED AUTOS ONLY NON-OWNED AUTOS ONLY | Y | Y | 1831651 | 06/01/2023 | 06/01/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per Person)<br>BODILY INJURY (Per Accident)<br>PROPERTY DAMAGE (Per Accident) | $1,000,000 |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION | Y | Y | 1831655 | 06/01/2023 | 06/01/2024 | EACH OCCURRENCE<br>AGGREGATE | $5,000,000<br>$5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 1851428 | 06/01/2023 | 06/01/2024 | X PER STATUTE OTHER<br>E.L EACH ACCIDENT<br>E.L DISEASE -EA EMPLOYEE<br>E.L DISEASE - POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE

CERTIFICATE HOLDER

411-751-1 18 0
CITY OF SHERMAN
PO BOX 1106
SHERMAN, TX 75091-1106

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 411-751-1

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | | NAMED INSURED |
|---|---|---|
| FEDERATED MUTUAL INSURANCE COMPANY | | PRESLEY LAND MANAGEMENT LLC<br>7190 WALNUT ST<br>FRISCO, TX 75033-3429 |
| POLICY NUMBER<br>SEE CERTIFICATE # 18.0 | | |
| CARRIER<br>SEE CERTIFICATE # 18.0 | NAIC CODE | EFFECTIVE DATE: SEE CERTIFICATE # 18.0 |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

2024-15
FINISH AND ROUGH MOWING SERVICES
ADDITIONAL INSURED INCLUDE CITY OF SHERMAN, ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
WORKERS COMPENSATION CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER WHERE PERMITTED BY STATE STATUTE.
COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.
FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.
FOR WORKERS COMPENSATION, FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
(1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "loss" which occurs prior to the date of your contract with such person or organization;
2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

**(1)** The additional insured is a Named Insured under such other insurance; and

**(2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A.** **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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2. "Bodily injury" or "property damage" occurring after:
   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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**Federated Mutual Insurance Company**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# LIMITED AMENDMENT OF CANCELLATION PROVISIONS

All Coverage Parts included in this policy are subject to the following conditions:

If we cancel this policy, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

**SCHEDULE**

| **Name and Address of Person(s) Or Organization(s):** |
|---|
| City of Sherman<br>PO Box 1106<br>Sherman, TX 75091-1106 |
| **Number of days advance notice for any reason other than non-payment of premium:** 30 |
| **Number of days advanced notice for non-payment of premium:** See Common Policy Conditions |

**Insured:** PRESLEY LAND MANAGEMENT LLC
7190 Walnut St
Frisco, TX 75033-3429

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**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

# TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement, effective on 06/01/2023 at 12:01 A.M. standard time, forms a part of

Policy No. 1851428

Issued to PRESLEY LAND MANAGEMENT LLC

Issued by Federated Mutual Insurance Company

Endorsement No. 1

Nicholas R. Zoeve

Authorized Representative

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

   Name of person or organization:

   ☒ Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
3. Premium:

   The premium charge for this endorsement shall be percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: **Included**

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**Exhibit D**

**Affidavit of No Prohibited Interest**

THE STATE OF Texas §

THE COUNTY OF Collin §

I, Brandon Presley 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 18 day of April, 2024.

BCP President

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Brandon Presley, 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 18 day of April, 2024

LUKE LAMAS
Notary Public, State of Texas
Comm. Expires 05-18-2025
Notary ID 13310678-9

Notary Public in and for the State of Texas

My commission expires: 05/18/2025

EXHIBIT E

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

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

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

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

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

| OFFICE USE ONLY |
| --- |
| Date Received |

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

**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: 4/18/2024

## 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.**

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1147710

**Date Filed:**
04/16/2024

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Presley Land Management LLC
Frisco, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
City of Sherman

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
2024-15
Right of Way Mowing

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

My name is Brandon Presley, and my date of birth is 12/27/1979.

My address is 7190 Walnut St (street), Frisco (city), TX (state), 75033 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Collin County, State of Texas, on the 18 day of April (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

# 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

   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: **2024-15**

   Description of Goods and Services to be provided: **Finish and Rough Mowing Services**

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.

rev. 1/26/2018

## 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:** B C B

**Print Name & Title:** Brandon Presley President

**Firm Name:** Presley Land Management LLC

**Date Signed:** 4/18/2024

## NOTARIZATION

THE STATE OF Texas )
)
COUNTY OF Collin )

BEFORE ME, the undersigned notary public on this day personally appeared Brandon Presley, on behalf of Presley Land Management LLC (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 18 day of April, 2024.

LUKE LAMAS
Notary Public, State of Texas
Comm. Expires 05-18-2025
Notary ID 13310678-9

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.**

**Exhibit A**
**Request for Proposal**

Sherman
CLASSIC TOWN. BROAD HORIZON.

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

# Request for Proposals

**For**

# FINISH AND ROUGH MOWING SERVICES

**RFP No. 2024-15**

**Publication Dates:** **Thursday April 4, 2024**
**Sunday April 14, 2024**

## TABLE OF CONTENTS


| Document | Page # |
|---|---|
| Instructions to Bidders | 3 |
| Notice to Bidders | 4 |
| General Conditions | 6 |
| Specifications for Finish Mowing Locations | 12 |
| Specifications for Rough Mowing Locations | 13 |
| Bid Sheet (2024 Master Mow List) | 15 |
| Evaluation Criteria | 17 |
| Agreement for Finish and Rough Mowing Services | 18 |
| Contact References | 28 |
| Exhibit C: City's Insurance Requirements | 29 |
| Exhibit D: Affidavit of No Prohibited Interest | 31 |
| Exhibit E: Conflict of Interest Questionnaire | 32 |
| Texas Ethics Commission Form 1295 & Verification Form 2290 | 34 |

**CITY OF SHERMAN, TEXAS**

**FINANCE DEPARTMENT**

**REQUEST FOR PROPOSAL - BID NO. 2024-15; Finish and Rough Mowing Services**

The enclosed **REQUEST FOR PROPOSAL** (RFP) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **Finish and Rough Mowing Services** 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 Friday, April 19, 2024,** at the following address:

**City of Sherman – Human Resources Conference Room (2nd floor)**
**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. – RFP for Finish and Rough Mowing Services - No. 2024-15**

**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 19TH day of April, 2024,** at which time bids duly delivered and submitted will be considered for supplying the following:

**BID NO. 2024-15 – Finish and Rough Mowing Services**

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 "Finish and Rough Mowing Services 2024-15" 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.**

A pre-bid meeting is scheduled at **10:00 a.m., Thursday, April 11, 2024**, to be located at **220 W. Mulberry St., Sherman, Texas, in City Council Chambers**. This meeting is not mandatory, but, attendance is strongly encouraged. Contractors should review the evaluation criteria scoring section for points associated with attendance of this pre-bid meeting.

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., Friday, April 19, 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: **Finish and Rough Mowing Services.**

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. Please refer to the **EVALUATION CRITERIA** for additional information.

## 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/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request 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.

## DEFAULT

In case of default of the successful bidder, the city of Sherman may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

## 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 RFP. 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 RFP, 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,

E. concise description of the independent contractor's ability to meet the requirements of the RFP. 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.

F. The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this RFP to the mutually agreed to date of contract.

G. The City of Sherman reserves the right to increase or decrease the amount of janitorial services based upon annual budget constraints with fifteen (15) days' notice.

H. 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 RFP.

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## SPECIFICATIONS FOR FINISH MOWING LOCATIONS

### MOWING AREAS:

- Grass to be routinely mowed to an average height of 1 ½" to 2".
- Clippings to be blown off drives and walkways, but, not into the street.
- Trimmings around all obstacles, as needed. **Any use of Round-Up or other chemicals must be pre-approved.**
- Edging (string) of curbs, drives, and walks will be performed each mowing cycle.
- Litter to be removed from area **PRIOR** to mowing.
- Depending on location, direction of mowing pattern to be altered on a regular basis to avoid worn spots.
- Mowing to include topping along edged locations.

### MOWING SHEDULE:

Initially, this mowing contract will begin on or near May 7, 2024, continuing through October 31, 2024. If the contract is renewed, per terms listed within this RFP, the City will require mowing services as needed during the off-season months and full mowing schedules to resume on or near March 1st. Generally, for March-October months, contractor can expect to follow the twice-per-month & three-times-per-month mowing requirements listed in the location bid item section. Any additional mowing must be pre-approved by the Grounds and Cemetery Maintenance Superintendent.

## SPECIFICATIONS FOR ROUGH MOWING LOCATIONS

### MOWING AREAS:

- Grass to be routinely mowed to maintain an average height of 6".
- Clippings to be blown off the drives and walkways, but, not into the street.
- Edging (string) when curb and gutter street present.
- Edging (string) around utility poles, towers, guard rails, and wires.
- Litter to be removed from area **PRIOR** to mowing.
- **Any use of Round-Up or other chemicals must be pre-approved.**

### MOWING SCHEDULE:

Initially, this mowing contract will begin on or near May 7, 2024, continuing through October 31, 2024. If the contract is renewed, per terms listed within this RFP, the City will require mowing services as needed during the off-season months and full mowing schedules to resume on or near March 1st. Generally, for March-October months, contractor can expect to follow the once-per-month mowing requirements listed in the location bid item section. Any additional mowing must be pre-approved by the Grounds and Cemetery Maintenance Superintendent.

**NOTE ON AWARDING: The City will not award all mowing sites to one vendor. Due to the volume of mowing sites, and the addition of larger highway sections, the City intends to award contracts to multiple vendors. Bidders are not required to submit a price for each site.**

CONTRACTOR

| 2024 MASTER MOW LIST | | COMPANY NAME: | |
|---|---|---|---|
| MAP # | LOCATIONS | NOTES | $ Per Mow |
| | | 3 TIMES A MONTH | |
| 1 | Airport - | 3 Times a Month, Debris picked up before and after mowing, weed eat outside of fence and along fence | none |
| 2 | Center St.Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $ 125.00 |
| 3 | Lamar St.Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | none |
| 4 | Houston St.Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | none |
| 5 | Hwy 75 & 82 ROW | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | none |
| 6 | Park St. Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | none |
| 7 | Travis St. Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | none |
| 8 | Houston / Lamar Frontage Road | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | none |
| 9 | Washington St underpass and Island | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | none |
| 10 | 75 - Intersection at Sheppard Drive (east and west sides) | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $ 175.00 |
| 11 | W. Travis - ROW & Medians from 75 to 1417 Minus Flower Beds | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $ 1610.00 |
| 12 | Grand Ave. Medians | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $ 800.00 |
| 13 | Cherry @75 - ROW | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $ 150.00 |
| 14 | Moore St. ROW 1417 To Park St | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | none |
| 15 | 4200 Block of Texoma Parkway - Triangle between KTEN & Parkway | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | none |
| 15 | Texoma Parkway median (Hard Edge / Weedeat curbs) | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | none |
| 16 | FM 1417 and Redbud - FINISH MOW | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $ 100.00 |
| 17 | FM 1417 ROW Washington St to HWY 82 & Sidewalk Areas | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | none |
| 18 | 1417 - Intersection at Houston (east & west side) | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | none |
| 19 | 1417 - Traffic island from 56/Houston to Washington | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | none |
| | | 2 TIMES A MONTH | |
| 20 | Lamberth @ 75 ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | none |
| 21 | N. Loy Lake @ 75 Turnabout and Traffic Island across from Graham | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | none |
| 22 | 75 - ROW Intersection W. Fern to W. Pecan | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $ 175.00 |
| 23 | W. Steadman - ROW at 75 | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $ 150.00 |
| 24 | 1417 - Intersection at Dorchester | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $ 200.00 |
| 25 | 1417 - Intersection at Farmington | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $ 300.00 |
| 26 | 1417 - Intersection at Quail Run from 1417 to Del Mar | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $ 250.00 |

Finish and Rough Mowing Services

| MAP # | LOCATIONS | NOTES | $ Per Mow |
|---|---|---|---|
| 27 | Brookstone @ 1417 - Both sides of intersection | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $200.00 |
| 28 | Steeplechase - ROW Intersection at 1417 | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $ ~~$200~~ 80.00 |
| 29 | S. Travis St ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | none |
| 30 | Dewey Ave. / Ida Rd Intersection | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | none |
| 31 | N. Travis - ROW at 82 - All Sides | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | none |
| 32 | N Loy Lake and 82 ROW at Popeye's | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | none |
| 33 | Masters - E. Peyton St. North to tree line | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $125.00 |
| 34 | Loy Lake south of Simmons Bank - RR ROW(Taylor St. RR ROW) | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | none |
| 35 | Fallon Dr. ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $500.00 |
| 36 | Pecan Grove ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $200.00 |
| 37 | Frisco Rd. ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | none |
| 38 | Lamberth Rd and bridge | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | none |
| 39 | Gallagher Rd. ROW & N. Luther Knox Dr. | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $150.00 |
| 40 | 1100 block N. Throckmorton - Richards & Throckmorton | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | none |
| 41 | Throckmorton St. Dead End Lot | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | none |
| 42 | 800 block of East Sycamore adjacent to RR property | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | none |
| 43 | ROW at King and at Wells | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $150.00 |
| 44 | Ross St. ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | none |
| | | ROUGH MOW | none |
| 45 | HWY 75 ( FM 691 TO FM 902) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | none |
| 46 | 75 - Merge triangle traffic island at S/W Travis | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | none |
| 47 | FM 1417 ( HWY 56 TO HWY 11) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | none |
| 48 | HWY 82 ( HWY 289 TO FM 1417) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | none |
| 49 | IDA Rd. ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | none |
| 50 | Travis St. ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | none |
| 51 | Arizona St. ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | none |
| 52 | First St. ROW (including mow back at all intersections) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | none |
| 53 | N. East from Houston to Pecan - RR ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | none |
| 54 | N. East St. North of Texoma PRKWY | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | none |

## EVALUATION PROCESS

All submitted proposals will be reviewed by the City of Sherman for compliance with the specified RFP requirements. The selection committee will decide proposals which meet the RFP requirements and receive further evaluation.

Based on the firms' response to the RFP requirements, the selection committee will determine

the top firm(s) capable of meeting the needs of the City for such services. The City may invite the top firm(s) for an interview before considering a contract. Once the firm has been selected, the City will submit an agreement to the City Council for approval. The following evaluation criteria will be considered by the selection committee.

**BEST VALUE EVALUATION CRITERIA**

| | |
|---|---|
| 40% | Qualifications (when applicable, will include past performance of services for the City) |
| 20% | Pricing |
| 20% | References |
| 15% | Equipment/Staff** |
| 5% | Pre-bid meeting attended (contractor representative signature on pre-bid sign-in sheet) |

****NOTE: Contractor is required to submit an itemized list of equipment and staffing, in order for City staff to evaluate capacity to meet contract requirements.**

## AGREEMENT FOR FINISH AND ROUGH MOWING SERVICES

The **City of Sherman, Texas**, a home-rule municipality ("City"), and Lee's Lawn Care, a Texas corporation ("Contractor"), hereby enter into this Agreement for finish and rough mowing services ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City issued a Request for Proposal, attached hereto as Exhibit A and incorporated herein for all purposes ("Bid Request"), seeking competitive sealed bids for finish and rough mowing services for the City; and

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

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

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

1. Scope of Services.
Contractor shall provide the services and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.
The initial term of the Agreement shall be for a period of six (6) months, commencing on the Effective Date (hereinafter defined) of this Agreement ("Initial Term"). City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each (each a "Renewal Term") on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
In exchange for Contractor's performance of the Services in accordance with the Agreement Document, City agrees to pay Contractor on the basis defined by and in the amounts set forth in the Submittal ("Contractor's Fee").

City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or

documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the 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.

4. Agreement Documents.

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

A. This Agreement;

B. The Request for Proposal, attached hereto as Exhibit A;

C. The Submittal, attached hereto as Exhibit B;

D. City's Insurance Requirements, attached hereto as Exhibit C;

E. Affidavit of No Prohibited Interested, attached hereto as Exhibit D; and

F. Conflict of Interest Questionnaire, attached hereto as Exhibit E.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or

supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

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

7. No Prohibited Interest; Vendor Disclosure.

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

8. 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.

9. 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.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations

and policies, Contractor shall immediately notify City in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

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

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without 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.

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

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

14. No Waiver of Immunity.

The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
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 the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

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

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

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

21. 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.

22. Indemnity.
The parties agree that the indemnity provision set forth in Section 8 herein is conspicuous and the parties have read and understood the same.

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

If to Contractor, to: Lee's Lawn Care
Attn: Yolanda Williford
Address: 1507 N Binkley St
Sherman, TX 75092
Telephone: 903
Facsimile: (903) 267-6139
Email: LeeWilliford79@yahoo.com

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

With a copy to:

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

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

25. Independent Contractor.
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.

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

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

28. Reference to City.
When referring to "City" herein, 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.

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

30. 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.

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

**CITY OF SHERMAN, TEXAS,**
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

**ATTEST:**

_____
Linda Ashby, City Clerk

Lee's Lawn Care
a Texas corporation

By: Yolanda Williford
Printed Name: Yolanda Williford
Title: CEO
Date: 4-18-2024

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Robby Hefton**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the City Manager and duly authorized representative for the **City of Sherman, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202_.

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

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared Yolanda Williford, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the owner (title) and duly authorized representative for, a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of APRIL, 2024.

DANNA HARRY
Notary ID #134149429
My Commission Expires
January 17, 2027

Danna Harry
Notary Public in and for the State of Texas
My Commission Expires: January 17th, 2027

## Contractor References

Customer Name: Jenniter Willams

Address: N/A

Contact: Jennifer Telephone #: 254-733-8967

Scope of work performed: mowing lawn care

Length of Service: 2yrs

Customer Name: Andrea Hines

Address: 3220 Tx-5, Anna Tx

Contact: Andrea Telephone #: 469-667-6075

Scope of work performed: Lawn Care

Length of Service: 2yrs

Customer Name: Josh Wilson

Address: 530 S Travis St

Contact: Josh Telephone #: 850-525-2665

Scope of work performed: Lawn Care

Length of Service: 3 Months

# 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 |
|---|---|---|
| X | 1. Worker's Compensation & Employer's Liability | ▪ Statutory Limits of the State of Texas |
| X | 2. General Liability | ▪ Minimum $1,000,000.00 each occurrence;<br>▪ Minimum $2,000,000.00 in the aggregate. |
| ___ | 3. XCU Coverage | ▪ Minimum $1,000,000.00 each occurrence;<br>▪ Minimum $2,000,000.00 in the aggregate. |
| ___ | 4. Professional Liability | ▪ Minimum $1,000,000.00 each claim;<br>▪ Minimum $2,000,000.00 in the aggregate. |
| ___ | 5. Umbrella Coverage or Excess Liability Coverage | ▪ An amount of $ 2,000,000.00. |
| X | 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. | |
| X | 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 Grayson §

I, Yolanda Williford, 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).

X 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 16 day of April, 2024.

Yolanda Williford/CEO
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Yolanda Williford, 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 17th day of APRIL, 2024.

D'Anna Harris
Notary Public in and for the State of TX
My commission expires: January 17th 2027

DANNA HARRY
Notary ID #134149429
My Commission Expires
January 17, 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.**

Lee's Lawn Care

**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.**

Leander Williford Jr

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.**

Leander is my brother that works for the City of Sherman

**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** Yolanda Williford

Signature of vendor doing business with the governmental entity

4-18-24

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

   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: **2024-15**

   Description of Goods and Services to be provided: **Finish and Rough Mowing Services**

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.

rev. 1/26/2018

## 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:** Yolanda Williford

**Print Name & Title:** Yolanda Williford CEO

**Firm Name:** Lee's Lawn Care

**Date Signed:** 4/18/2024

## NOTARIZATION

THE STATE OF Texas )
)
COUNTY OF Grayson )

BEFORE ME, the undersigned notary public on this day personally appeared Yolanda Williford, on behalf of Lee's Lawn Care (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 19th day of April, 2024.

DANNA HARRY
Notary ID #134149429
My Commission Expires
January 17, 2027

NOTARY PUBLIC IN AND
FOR THE STATE OF TX

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.**

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Yolanda Williford

2 Business name/disregarded entity name, if different from above.
Lee's Lawn Care

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
1507 N Binkley St

Requester's name and address (optional)

6 City, state, and ZIP code
Sherman, Tx 75092

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**
4 5 1 - 9 9 - 7 0 6 2

**or**

**Employer identification number**
__ - _____

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** | **Signature of U.S. person** Yolanda Williford | **Date** 4/18/2024

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

## COMMERCIAL GENERAL LIABILITY COVERAGE PART – OCCURRENCE FORM
## CERTIFICATE PAGE

IT IS AGREED THAT THIS CERTIFICATE IS ISSUED TO THE CERTIFICATE HOLDER LISTED BELOW TO CERTIFY COVERAGE UNDER THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY LISTED BELOW.

| | |
|---|---|
| **INSURANCE COMPANY: Great American E&S Insurance Company**<br>**NAME OF INSURED:** Artisan Contractors Risk Purchasing Group<br>**CERTIFICATE HOLDER: Yolanda Williford**<br>**ADDRESS:** 1507 N Binkley St, Sherman, TX 75092<br>**POLICY PERIOD: 04/18/2024 TO 04/18/2025** 12:01 AM Standard Time At The Address Of The Certificate Holder | **POLICY NUMBER:**<br>PLE919386<br>**CERTIFICATE NUMBER:**<br>-LC150317 |

**LIMITS OF INSURANCE**

| | | | |
|---|---|---|---|
| General Aggregate Limit (Other Than Products-Completed Operations) | $ | 2,000,000 | |
| Products-Completed Operations Aggregate Limit | $ | 2,000,000 | |
| Personal and Advertising Injury Limit | $ | 1,000,000 | |
| Each Occurrence Limit | $ | 1,000,000 | |
| Damage to Premises Rented To You Limit | $ | 300,000 | Any One Premises |
| Medical Expense Limit | $ | EXCLUDED | |

**FORMS AND ENDORSEMENTS** applicable to all Coverage Parts and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule MI9027 (02/99).

**TYPE OF BUSINESS:** ☒ Individual ☐ Corporation ☐ Partnership ☐ LLC ☐ Other:

**PREMIUM BASIS:** $20,000 Payroll P/Person

| | | |
|---|---|---|
| **ANNUAL PREMIUM:** | $390.00 | ***(100% Earned/Non-Refundable)*** |
| **RPG FEE:** | $60.00 | |
| **SURPLUS LINES TAX:** | $21.83 | |
| **STAMPING FEE:** | $0.18 | |
| **TOTAL ANNUAL COST:** | $472.01 | |

**POLICY DEDUCTIBLE:** $0

**BUSINESS CLASSIFICATION:** Lawn Maintenance,Lawn Mowing,Raking Leaves

THIS INSURANCE IS SUBJECT TO ALL THE TERMS AND CONDITIONS, INCLUDING APPLICABLE ENDORSEMENTS, OF THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY. A COPY OF THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY ACCOMPANIES THIS CERTIFICATE. ADDITIONAL COPIES WILL BE PROVIDED TO THE CERTIFICATE HOLDER UPON REQUEST. PLEASE READ THE POLICY AND ALL ENDORSEMENTS.

**CLAIMS/INCIDENTS REPORTING**

Full detail of any incident should be submitted via the customer dashboard. Questions can be sent via email to claims@vopins.com or by letter to Veracity Insurance Solutions, 260 South 2500 West, Suite 303, Pleasant Grove UT 84062.

***NO ADMISSION OF LIABILITY MAY BE MADE EITHER VERBALLY OR IN WRITTING***

Program Administrator:

Veracity Insurance Solutions, LLC
260 South 2500 West, Suite 303
Pleasant Grove UT 84062
866.395.1308
info@Veracityins.com

**ADMINISTRATOR SIGNATURE:**

**Guaranty Fund Nonparticipation Notice**

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85% percent tax on gross premium.

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/17/2024

**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**<br>BIBERK<br>P.O. Box 113247<br>Stamford, CT 06911 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** 844-472-0967 **FAX (A/C, No):** 203-654-3613<br>**E-MAIL ADDRESS:** customerservice@biBERK.com |
| | **INSURER(S) AFFORDING COVERAGE** / **NAIC #** |
| | **INSURER A :** Berkshire Hathaway Direct Insurance Company / 10391 |
| **INSURED**<br>Yolanda Williford<br><br>1507 N Binkely St<br>Sherman, TX 75092 | **INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 0 |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 0 |
| | | | | | | | MED EXP (Any one person) | $ 0 |
| | | | | | | | PERSONAL & ADV INJURY | $ 0 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 0 |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 0 |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | N9WC191278 | 04/18/2024 | 04/18/2025 | X PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 100,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 100,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |
| | Professional Liability (Errors & Omissions): Claims-Made | | | | | | Per Occurrence/ Aggregate | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Exclusions:
Yolanda Williford;

**CERTIFICATE HOLDER**

Yolanda Williford
1507 N Binkely St
Sherman, TX 75092-

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

**© 1988-2015 ACORD CORPORATION. All rights reserved.**

## AGREEMENT FOR FINISH AND ROUGH MOWING SERVICES

The **City of Sherman, Texas**, a home-rule municipality ("City"), and The Camp Cutters, a Texas corporation ("Contractor"), hereby enter into this Agreement for finish and rough mowing services ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City issued a Request for Proposal, attached hereto as Exhibit A and incorporated herein for all purposes ("Bid Request"), seeking competitive sealed bids for finish and rough mowing services for the City; and

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

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

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

1. Scope of Services.
Contractor shall provide the services and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.
The initial term of the Agreement shall be for a period of six (6) months, commencing on the Effective Date (hereinafter defined) of this Agreement ("Initial Term"). City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each (each a "Renewal Term") on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
In exchange for Contractor's performance of the Services in accordance with the Agreement Document, City agrees to pay Contractor on the basis defined by and in the amounts set forth in the Submittal ("Contractor's Fee").

City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or

documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the 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.

4. Agreement Documents.

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

A. This Agreement;

B. The Request for Proposal, attached hereto as Exhibit A;

C. The Submittal, attached hereto as Exhibit B;

D. City's Insurance Requirements, attached hereto as Exhibit C;

E. Affidavit of No Prohibited Interested, attached hereto as Exhibit D; and

F. Conflict of Interest Questionnaire, attached hereto as Exhibit E.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or

supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

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

7. No Prohibited Interest; Vendor Disclosure.

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

8. 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.**

9. 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.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations

and policies, Contractor shall immediately notify City in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

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

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without 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.

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

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

14. No Waiver of Immunity.

The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
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 the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

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

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

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

21. 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.

22. Indemnity.
The parties agree that the indemnity provision set forth in Section 8 herein is conspicuous and the parties have read and understood the same.

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

If to Contractor, to: The Camp - Cutters
Attn: Andre' Luper
Address: 503 N. Travis
Sherman TX. 75090
Telephone: 903-647-2774/903-819-9668
Facsimile:
Email: thecampsports@gmail.com

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

With a copy to:

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

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

25. Independent Contractor.
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.

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

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

28. Reference to City.
When referring to "City" herein, 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.

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

30. 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.

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

**CITY OF SHERMAN, TEXAS,**
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

**ATTEST:**

_____
Linda Ashby, City Clerk

The Camp Cutters
a Texas corporation

By: _____
Printed Name: _____
Title: _____
Date: _____

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Robby Hefton**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the City Manager and duly authorized representative for the **City of Sherman, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

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

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the _____ (title) and duly authorized representative for, a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

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

## Contractor References

Customer Name: TAPS Public Transit

Address: 6104 Texoma Parkway, Sherman TX. 75090

Contact: Mr. Joe Telephone #: 903-375-2077

Scope of work performed: Perform routine lawn maintenance duties including grass cutting, lawn edging and weed pulling. Providing seasonal lawn care such as spring and fall clean up

Length of Service: 2 years

Customer Name: Harmony Baptist Church

Address: 2111 E. Tuck St., Sherman TX. 75090

Contact: Pastor Eaton Telephone #: 903-209-9257

Scope of work performed: Perform routine lawn maintenance duties including grass cutting, and lawn edging. " "

Length of Service: 2½ years

Customer Name: Temple of Hope Faith + Grace

Address: 823 E. Pecan St., Sherman TX. 75090

Contact: Mr. Walker Telephone #: 903-421-5888

Scope of work performed: Perform routine lawn maintenance duties including grass cutting and lawn edging. " "

Length of Service: 2 years

## 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 |
|---|---|---|
| X | 1. Worker's Compensation & Employer's Liability | ▪ Statutory Limits of the State of Texas |
| X | 2. General Liability | ▪ Minimum $1,000,000.00 each occurrence;<br>▪ Minimum $2,000,000.00 in the aggregate. |
| ___ | 3. XCU Coverage | ▪ Minimum $1,000,000.00 each occurrence;<br>▪ Minimum $2,000,000.00 in the aggregate. |
| ___ | 4. Professional Liability | ▪ Minimum $1,000,000.00 each claim;<br>▪ Minimum $2,000,000.00 in the aggregate. |
| ___ | 5. Umbrella Coverage or Excess Liability Coverage | ▪ An amount of $ 2,000,000.00. |
| X | 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. | |
| X | 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):

CONTRACTOR

| 2024 MASTER MOW LIST | | COMPANY NAME: | |
|---|---|---|---|
| MAP # | LOCATIONS | NOTES | $ Per Mow |
| | | 3 TIMES A MONTH | |
| 1 | Airport - | 3 Times a Month, Debris picked up before and after mowing, weed eat outside of fence and along fence | $3600 |
| 2 | Center St.Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $300 |
| 3 | Lamar St.Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $300 |
| 4 | Houston St.Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $300 |
| 5 | Hwy 75 & 82 ROW | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 6 | Park St. Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $250 |
| 7 | Travis St. Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $300 |
| 8 | Houston / Lamar Frontage Road | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 9 | Washington St underpass and Island | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $400 |
| 10 | 75 - Intersection at Sheppard Drive (east and west sides) | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 11 | W. Travis - ROW & Medians from 75 to 1417 Minus Flower Beds | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $1500 |
| 12 | Grand Ave. Medians | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $1025 |
| 13 | Cherry @75 - ROW | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $250 |
| 14 | Moore St. ROW 1417 To Park St | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 15 | 4200 Block of Texoma Parkway - Triangle between KTEN & Parkway | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $2600 |
| 15 | Texoma Parkway median (Hard Edge / Weedeat curbs) | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | ~~$350~~ ADL $350 |
| 16 | FM 1417 and Redbud - FINISH MOW | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | ~~$1025~~ |
| 17 | FM 1417 ROW Washington St to HWY 82 & Sidewalk Areas | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $1025 |
| 18 | 1417 - Intersection at Houston (east & west side) | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 19 | 1417 - Traffic island from 56/Houston to Washington | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $900 |
| | | 2 TIMES A MONTH | |
| 20 | Lamberth @ 75 ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 21 | N. Loy Lake @ 75 Turnabout and Traffic Island across from Graham | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 22 | 75 - ROW Intersection W. Fern to W. Pecan | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 23 | W. Steadman - ROW at 75 | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $100 |
| 24 | 1417 - Intersection at Dorchester | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $350 |
| 25 | 1417 - Intersection at Farmington | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $350 |
| 26 | 1417 - Intersection at Quail Run from 1417 to Del Mar | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $850 |

Finish and Rough Mowing Services

| MAP # | LOCATIONS | NOTES | $ Per Mow |
|---|---|---|---|
| 27 | Brookstone @ 1417 - Both sides of intersection | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $250 |
| 28 | Steeplechase - ROW Intersection at 1417 | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $200 |
| 29 | S. Travis St ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $1025 |
| 30 | Dewey Ave. / Ida Rd Intersection | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $1500 |
| 31 | N. Travis - ROW at 82 - All Sides | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 32 | N Loy Lake and 82 ROW at Popeye's | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 33 | Masters - E. Peyton St. North to tree line | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $1000 |
| 34 | Loy Lake south of Simmons Bank - RR ROW(Taylor St. RR ROW) | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $450 |
| 35 | Fallon Dr. ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 36 | Pecan Grove ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $1025 |
| 37 | Frisco Rd. ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $600 |
| 38 | Lamberth Rd and bridge | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $650 |
| 39 | Gallagher Rd. ROW & N. Luther Knox Dr. | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $1375 |
| 40 | 1100 block N. Throckmorton - Richards & Throckmorton | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $350 |
| 41 | Throckmorton St. Dead End Lot | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $350 |
| 42 | 800 block of East Sycamore adjacent to RR property | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $350 |
| 43 | ROW at King and at Wells | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $250 |
| 44 | Ross St. ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $525 |
| | | **ROUGH MOW** | |
| 45 | HWY 75 ( FM 691 TO FM 902) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 46 | 75 - Merge triangle traffic island at S/W Travis | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 47 | FM 1417 ( HWY 56 TO HWY 11) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 48 | HWY 82 ( HWY 289 TO FM 1417) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 49 | IDA Rd. ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | $1250 |
| 50 | Travis St. ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 51 | Arizona St. ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | $425 |
| 52 | First St. ROW (including mow back at all intersections) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | $800 |
| 53 | N. East from Houston to Pecan - RR ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 54 | N. East St. North of Texoma PRKWY | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |

# Equipment and Staffing

| Qty | Equipment |
|---|---|
| 3 | 0-Turns |
| 11 | Push Mowers |
| 8 | Weed-Eaters |
| 4 | Blowers |
| 1 | Trimmer |
| 1 | Chainsaw |
| 4 | Hedge Clippers |
| 2 | Edgers |

## Employees

Andre Luper
Nekochia Luper
Lazat Wilson
Colby Nelson
Kane Bowen
Brandon Bowen
Dre'lon Luper
Key'lon Luper
Noah Johnson
Jessenia Valenzuela

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

April 16, 2024

For Informational Purposes
503 N TRAVIS ST
SHERMAN TX 75090-4946

## Account Information:

| | |
|---|---|
| **Policy Holder Details :** | **The Camp Cleaners The Camp Cut** |

### Contact Us

**Need Help?**
Chat online or call us at
(866) 467-8730.
We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/16/2024

**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 be endorsed. If SUBROGATIONIS 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**<br>MCCULLOUGH & PIERSON AGENCY<br>46507957<br>229 W WASHINGTON STREET<br>SHERMAN TX 75090 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** (903) 868-1200 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** |
| | **INSURER(S) AFFORDING COVERAGE** — **NAIC#**<br>**INSURER A :** Hartford Underwriters Insurance Company — 30104 |
| **INSURED**<br>THE CAMP CLEANERS THE CAMP CUT<br>503 N TRAVIS ST<br>SHERMAN TX 75090-4946 | **INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/Y YY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>[X] General Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | 46 SBA AS1XUL | 04/27/2023 | 04/27/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $1,000,000<br>$1,000,000<br>$10,000<br>$1,000,000<br>$2,000,000<br>$2,000,000 |
| | **AUTOMOBILE LIABILITY**<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS [ ] NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>*BODILY INJURY (Per accident)*<br>PROPERTY DAMAGE (Per accident) | |
| | [ ] **UMBRELLA LIAB** [ ] OCCUR<br>[ ] **EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y/N** [ ]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/ A | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE -EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | |
| A | Employment Practices Liability Insurance | | | 46 SBA AS1XUL | 04/27/2023 | 04/27/2024 | Each Claim Limit<br>*Annual Aggregate Limit* | $25,000<br>*$25,000* |

***DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES*** **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**

For Informational Purposes
503 N TRAVIS ST
SHERMAN TX 75090-4946

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

Susan L. Castaneda

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

April 16, 2024

For Informational Purposes
503 N TRAVIS ST
SHERMAN TX 75090-4946

## Account Information:

| Policy Holder Details : | The Camp Cleaners The Camp Cut |
|---|---|



### Contact Us

**Need Help?**
Chat online or call us at
(866) 467-8730.
We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

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**AUTHORIZED REPRESENTATIVE**

Susan L. Castaneda

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**Exhibit A**
**Request for Proposal**

Sherman
CLASSIC TOWN. BROAD HORIZON.

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

# Request for Proposals

**For**

# FINISH AND ROUGH MOWING SERVICES

**RFP No. 2024-15**

**Publication Dates:** **Thursday April 4, 2024**
**Sunday April 14, 2024**

## TABLE OF CONTENTS


| Document | Page # |
|---|---|
| Instructions to Bidders | 3 |
| Notice to Bidders | 4 |
| General Conditions | 6 |
| Specifications for Finish Mowing Locations | 12 |
| Specifications for Rough Mowing Locations | 13 |
| Bid Sheet (2024 Master Mow List) | 15 |
| Evaluation Criteria | 17 |
| Agreement for Finish and Rough Mowing Services | 18 |
| Contact References | 28 |
| Exhibit C: City's Insurance Requirements | 29 |
| Exhibit D: Affidavit of No Prohibited Interest | 31 |
| Exhibit E: Conflict of Interest Questionnaire | 32 |
| Texas Ethics Commission Form 1295 & Verification Form 2290 | 34 |

**CITY OF SHERMAN, TEXAS**

**FINANCE DEPARTMENT**

**REQUEST FOR PROPOSAL - BID NO. 2024-15; Finish and Rough Mowing Services**

The enclosed **REQUEST FOR PROPOSAL** (RFP) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **Finish and Rough Mowing Services** 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 Friday, April 19, 2024,** at the following address:

**City of Sherman – Human Resources Conference Room (2nd floor)**
**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. – RFP for Finish and Rough Mowing Services - No. 2024-15**

**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 19TH day of April, 2024,** at which time bids duly delivered and submitted will be considered for supplying the following:

**BID NO. 2024-15 – Finish and Rough Mowing Services**

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 "Finish and Rough Mowing Services 2024-15" 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.**

A pre-bid meeting is scheduled at **10:00 a.m., Thursday, April 11, 2024**, to be located at **220 W. Mulberry St., Sherman, Texas, in City Council Chambers**. This meeting is not mandatory, but, attendance is strongly encouraged. Contractors should review the evaluation criteria scoring section for points associated with attendance of this pre-bid meeting.

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., Friday, April 19, 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: **Finish and Rough Mowing Services.**

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. Please refer to the **EVALUATION CRITERIA** for additional information.

## 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/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request 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.

## DEFAULT

In case of default of the successful bidder, the city of Sherman may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

## 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 RFP. 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 RFP, 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,

E. concise description of the independent contractor's ability to meet the requirements of the RFP. 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.

F. The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this RFP to the mutually agreed to date of contract.

G. The City of Sherman reserves the right to increase or decrease the amount of janitorial services based upon annual budget constraints with fifteen (15) days' notice.

H. 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 RFP.

**[REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

## SPECIFICATIONS FOR FINISH MOWING LOCATIONS

### MOWING AREAS:

- Grass to be routinely mowed to an average height of 1 ½" to 2".
- Clippings to be blown off drives and walkways, but, not into the street.
- Trimmings around all obstacles, as needed. **Any use of Round-Up or other chemicals must be pre-approved.**
- Edging (string) of curbs, drives, and walks will be performed each mowing cycle.
- Litter to be removed from area **PRIOR** to mowing.
- Depending on location, direction of mowing pattern to be altered on a regular basis to avoid worn spots.
- Mowing to include topping along edged locations.

### MOWING SHEDULE:

Initially, this mowing contract will begin on or near May 7, 2024, continuing through October 31, 2024. If the contract is renewed, per terms listed within this RFP, the City will require mowing services as needed during the off-season months and full mowing schedules to resume on or near March 1st. Generally, for March-October months, contractor can expect to follow the twice-per-month & three-times-per-month mowing requirements listed in the location bid item section. Any additional mowing must be pre-approved by the Grounds and Cemetery Maintenance Superintendent.

## SPECIFICATIONS FOR ROUGH MOWING LOCATIONS

### MOWING AREAS:

- Grass to be routinely mowed to maintain an average height of 6".
- Clippings to be blown off the drives and walkways, but, not into the street.
- Edging (string) when curb and gutter street present.
- Edging (string) around utility poles, towers, guard rails, and wires.
- Litter to be removed from area **PRIOR** to mowing.
- **Any use of Round-Up or other chemicals must be pre-approved.**

### MOWING SCHEDULE:

Initially, this mowing contract will begin on or near May 7, 2024, continuing through October 31, 2024. If the contract is renewed, per terms listed within this RFP, the City will require mowing services as needed during the off-season months and full mowing schedules to resume on or near March 1st. Generally, for March-October months, contractor can expect to follow the once-per-month mowing requirements listed in the location bid item section. Any additional mowing must be pre-approved by the Grounds and Cemetery Maintenance Superintendent.

**NOTE ON AWARDING: The City will not award all mowing sites to one vendor. Due to the volume of mowing sites, and the addition of larger highway sections, the City intends to award contracts to multiple vendors. Bidders are not required to submit a price for each site.**

CONTRACTOR

| 2024 MASTER MOW LIST | | COMPANY NAME: Blake Goode Welding + Construction | |
|---|---|---|---|
| MAP # | LOCATIONS | NOTES | $ Per Mow |
| | | **3 TIMES A MONTH** | |
| 1 | Airport - | 3 Times a Month, Debris picked up before and after mowing, weed eat outside of fence and along fence | 2,295 00 |
| 2 | Center St.Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 350 |
| 3 | Lamar St.Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 185 |
| 4 | Houston St.Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 185 |
| 5 | Hwy 75 & 82 ROW | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 350 |
| 6 | Park St. Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 420 |
| 7 | Travis St. Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 300 |
| 8 | Houston / Lamar Frontage Road | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 9 | Washington St underpass and Island | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 300 |
| 10 | 75 - Intersection at Sheppard Drive (east and west sides) | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 500 |
| 11 | W. Travis - ROW & Medians from 75 to 1417 Minus Flower Beds | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 850 |
| 12 | Grand Ave. Medians | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 900 |
| 13 | Cherry @75 - ROW | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 150 |
| 14 | Moore St. ROW 1417 To Park St | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 600 |
| 15 | 4200 Block of Texoma Parkway - Triangle between KTEN & Parkway | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 15 | Texoma Parkway median (Hard Edge / Weedeat curbs) | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 16 | FM 1417 and Redbud - FINISH MOW | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 100 |
| 17 | FM 1417 ROW Washington St to HWY 82 & Sidewalk Areas | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 18 | 1417 - Intersection at Houston (east & west side) | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 450 |
| 19 | 1417 - Traffic island from 56/Houston to Washington | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| | | **2 TIMES A MONTH** | |
| 20 | Lamberth @ 75 ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 450 |
| 21 | N. Loy Lake @ 75 Turnabout and Traffic Island across from Graham | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 325 |
| 22 | 75 - ROW Intersection W. Fern to W. Pecan | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 150 |
| 23 | W. Steadman - ROW at 75 | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 300 |
| 24 | 1417 - Intersection at Dorchester | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 150 |
| 25 | 1417 - Intersection at Farmington | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 200 |
| 26 | 1417 - Intersection at Quail Run from 1417 to Del Mar | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 200 |

| MAP # | LOCATIONS | NOTES | $ Per Mow |
|---|---|---|---|
| 27 | Brookstone @ 1417 - Both sides of intersection | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 150 |
| 28 | Steeplechase - ROW Intersection at 1417 | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 150 |
| 29 | S. Travis St ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 375 |
| 30 | Dewey Ave. / Ida Rd Intersection | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 450 |
| 31 | N. Travis - ROW at 82 - All Sides | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 600 |
| 32 | N Loy Lake and 82 ROW at Popeye's | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 150 |
| 33 | Masters - E. Peyton St. North to tree line | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 300 |
| 34 | Loy Lake south of Simmons Bank - RR ROW(Taylor St. RR ROW) | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 300 |
| 35 | Fallon Dr. ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 450 |
| 36 | Pecan Grove ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 300 |
| 37 | Frisco Rd. ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 38 | Lamberth Rd and bridge | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 300 |
| 39 | Gallagher Rd. ROW & N. Luther Knox Dr. | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 375 |
| 40 | 1100 block N. Throckmorton - Richards & Throckmorton | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 300 |
| 41 | Throckmorton St. Dead End Lot | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 300 |
| 42 | 800 block of East Sycamore adjacent to RR property | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 300 |
| 43 | ROW at King and at Wells | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 150 |
| 44 | Ross St. ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | 300 |
| | | **ROUGH MOW** | |
| 45 | HWY 75 ( FM 691 TO FM 902) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | 18,400 |
| 46 | 75 - Merge triangle traffic island at S/W Travis | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | 1300 |
| 47 | FM 1417 ( HWY 56 TO HWY 11) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | 7700 |
| 48 | HWY 82 ( HWY 289 TO FM 1417) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | 15,000 |
| 49 | IDA Rd. ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | 1400 |
| 50 | Travis St. ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | 2300 |
| 51 | Arizona St. ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | 1100 |
| 52 | First St. ROW (including mow back at all intersections) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | 1100 |
| 53 | N. East from Houston to Pecan - RR ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | 3500 |
| 54 | N. East St. North of Texoma PRKWY | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | 450 |

## EVALUATION PROCESS

All submitted proposals will be reviewed by the City of Sherman for compliance with the specified RFP requirements. The selection committee will decide proposals which meet the RFP requirements and receive further evaluation.

Based on the firms' response to the RFP requirements, the selection committee will determine

the top firm(s) capable of meeting the needs of the City for such services. The City may invite the top firm(s) for an interview before considering a contract. Once the firm has been selected, the City will submit an agreement to the City Council for approval. The following evaluation criteria will be considered by the selection committee.

**BEST VALUE EVALUATION CRITERIA**

| | |
|---|---|
| 40% | Qualifications (when applicable, will include past performance of services for the City) |
| 20% | Pricing |
| 20% | References |
| 15% | Equipment/Staff** |
| 5% | Pre-bid meeting attended (contractor representative signature on pre-bid sign-in sheet) |

****NOTE: Contractor is required to submit an itemized list of equipment and staffing, in order for City staff to evaluate capacity to meet contract requirements.**

## AGREEMENT FOR FINISH AND ROUGH MOWING SERVICES

The **City of Sherman, Texas**, a home-rule municipality ("City"), and _____, a Texas corporation ("Contractor"), hereby enter into this Agreement for finish and rough mowing services ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City issued a Request for Proposal, attached hereto as Exhibit A and incorporated herein for all purposes ("Bid Request"), seeking competitive sealed bids for finish and rough mowing services for the City; and

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

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

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

1. Scope of Services.
   Contractor shall provide the services and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.
   The initial term of the Agreement shall be for a period of six (6) months, commencing on the Effective Date (hereinafter defined) of this Agreement ("Initial Term"). City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each (each a "Renewal Term") on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
   In exchange for Contractor's performance of the Services in accordance with the Agreement Document, City agrees to pay Contractor on the basis defined by and in the amounts set forth in the Submittal ("Contractor's Fee").

   City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or

documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the 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.

4. Agreement Documents.

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

A. This Agreement;

B. The Request for Proposal, attached hereto as Exhibit A;

C. The Submittal, attached hereto as Exhibit B;

D. City's Insurance Requirements, attached hereto as Exhibit C;

E. Affidavit of No Prohibited Interested, attached hereto as Exhibit D; and

F. Conflict of Interest Questionnaire, attached hereto as Exhibit E.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or

supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

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

7. No Prohibited Interest; Vendor Disclosure.

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

8. 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.**

9. 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.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations

and policies, Contractor shall immediately notify City in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

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

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without 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.

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

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

14. No Waiver of Immunity.

The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
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 the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

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

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

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

21. 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.

22. Indemnity.
The parties agree that the indemnity provision set forth in Section 8 herein is conspicuous and the parties have read and understood the same.

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

If to Contractor, to: TGW LAND SERVICE
Attn: BLAKE GOODE
Address: 10236 FM 274
RAVENNA, TX 75476
Telephone: (978) 604-4915
Facsimile:
Email: BLAKE GOODE @ YAHOO.COM

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

With a copy to:

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

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

25. Independent Contractor.
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.

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

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

28. Reference to City.
When referring to "City" herein, 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.

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

30. 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.

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

**CITY OF SHERMAN, TEXAS,**
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

**ATTEST:**

_____
Linda Ashby, City Clerk

_____
a Texas corporation

By: _____
Printed Name: _____
Title: _____
Date: _____

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Robby Hefton**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the City Manager and duly authorized representative for the **City of Sherman, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202_.

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

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the _____ (title) and duly authorized representative for, a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202_.

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

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/18/2024

**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 | CONTACT NAME: Brian Book |
|---|---|
| DelaFuente Ins Srvcs 2, Inc<br>1307 Wyoming Ave<br>El Paso TX 79902 | PHONE (A/C, No, Ext): FAX (A/C, No):<br>E-MAIL ADDRESS: |

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Champlain Specialty Insurance Company | 10833 |
| INSURER B : | Progressive Ins Co | 24260 |
| INSURER C : | Markel Ins (First Comp) | 21687 |
| INSURER D : | Texas Mutual | 22945 |
| INSURER E : | Great American Insurance Co. | |
| INSURER F : | | |

INSURED
Blake Goode Welding and Construction, L.C.
TGW Land Service
10236 FM 274
Ravenna TX 75476

**COVERAGES** **CERTIFICATE NUMBER:** BLAK24041813084295 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ☑ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☑ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☑ PRO-JECT ☐ LOC<br>☐ OTHER: | Y | Y | CSARCGL000227801 | 6/22/2023 | 6/22/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>☑ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☑ HIRED AUTOS ONLY ☑ NON-OWNED AUTOS ONLY | Y | Y | 07548002 | 4/20/2024 | 4/20/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Pollution Liability | $ 1,000,000<br>$<br>$<br>$<br>$ 1,000,000/2,000,000 |
| C | ☑ UMBRELLA LIAB ☑ OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | Y | Y | MKLV4EUL104617 | 6/22/2023 | 6/22/2024 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | 0002070290 | 11/17/2023 | 11/17/2024 | ☑ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| E | Inland Marine | | | IMPF04599700 | 6/22/2023 | 6/22/2024 | Scheduled Equipment<br>Leased/Rented | 1,4000,000<br>100,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Project: Finish and Rough Mowing Services 29
The City of Sherman 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. 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. 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. Finish and Rough Mowing Services 29

**CERTIFICATE HOLDER**

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

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

**© 1988-2015 ACORD CORPORATION. All rights reserved.**

## Contractor References

Customer Name: City Of Durant

Address: 300 west Evergreen Durant, OK 74701

Contact: Cindy Price Telephone #: (580) 931-6600

Scope of work performed: Mowed city Parks, brush cut 69/75 & Bypass Airport / Hwy 78

Length of Service: 6 years

Customer Name: NTMWD

Address: 312 North main street Bonham, Tx 75418

Contact: Jennifer Stanley Telephone #: (903) 640-1949

Scope of work performed: ROW mowing

Length of Service: 6 years

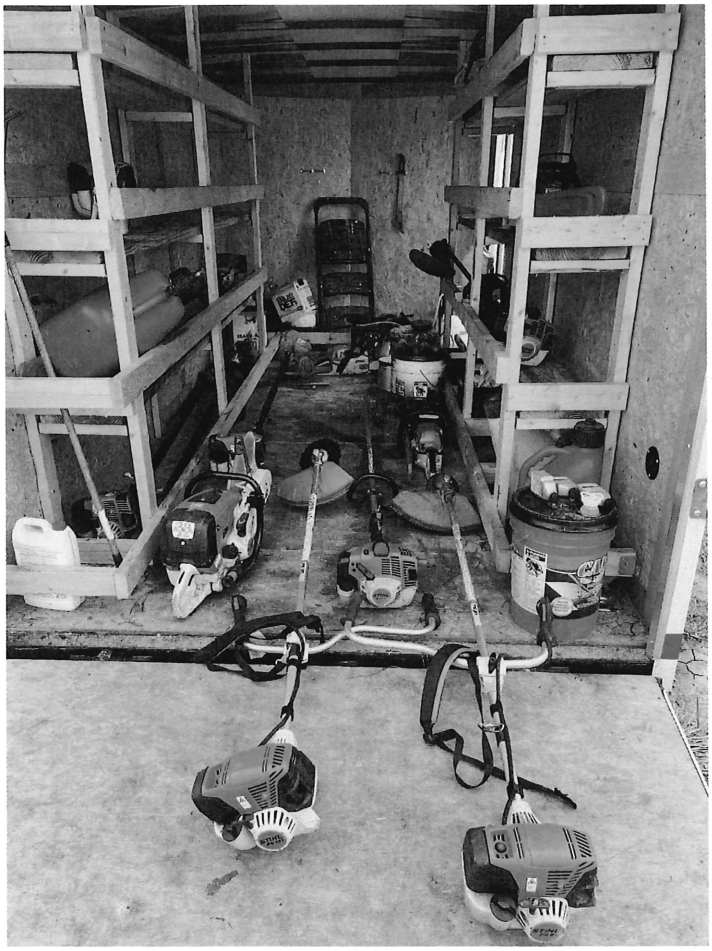
Customer Name: Atmos Energy

Address: PO Box 650205 Dallas, Tx 75265

Contact: MARK Bankston Telephone #: (940) 636-0292

Scope of work performed: ROW mowing

Length of Service: 6 years




DEF

GREEN-KUT


CHEETAH II


NEW HOLLAND
HOLLAND



# 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 |
|---|---|---|
| _X_ | 1. Worker's Compensation & Employer's Liability | ▪ Statutory Limits of the State of Texas |
| _X_ | 2. General Liability | ▪ Minimum $1,000,000.00 each occurrence;<br>▪ Minimum $2,000,000.00 in the aggregate. |
| __ | 3. XCU Coverage | ▪ Minimum $1,000,000.00 each occurrence;<br>▪ Minimum $2,000,000.00 in the aggregate. |
| ___ | 4. Professional Liability | ▪ Minimum $1,000,000.00 each claim;<br>▪ Minimum $2,000,000.00 in the aggregate. |
| __ | 5. Umbrella Coverage or Excess Liability Coverage | ▪ An amount of $ 2,000,000.00. |
| _X_ | 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. | |
| _X_ | 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 FANNIN §

I, BLAKE GOODE, 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 18 day of APRIL, 2024

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Blake Goode, 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 18th day of April, 2024.

_____
Notary Public in and for the State of Texas
My commission expires: 01-15-2027

# 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.**

NONE

**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 ☒ N/A 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 ☒ N/A 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.**

N/A

**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**

N/A

Signature of vendor doing business with the governmental entity

N/A

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

   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: **2024-15**

   Description of Goods and Services to be provided: **Finish and Rough Mowing Services**

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.

rev. 1/26/2018

## 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:** BLAKE GOODE, OWNER

**Firm Name:** BLAKE

**Date Signed:** 04/18/2024

## NOTARIZATION

STUART WILLIAM HALL
Notary Public, State of Texas
Comm. Expires 01-15-2027
Notary ID 131854812

THE STATE OF Texas )
)
COUNTY OF Fannin )

BEFORE ME, the undersigned notary public on this day personally appeared Blake Goode, on behalf of Blake Goode Welding & Const (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 18th day of April, 2024.

_____
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.**

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1148693

**Date Filed:**
04/18/2024

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Blake Goode Welding and Construction, DBA: TGW Land Service
Ravenna, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Sherman

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

2024-15
Finish and Rough Mowing Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

My name is BLAKE GOODE, and my date of birth is 07/31/1974.

My address is 10236 FM 274 (street), RAVENNA (city), TX (state), 75476 (zip code), FANNIN (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in FANNIN County, State of TX, on the 18 day of APRIL (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

**CONTRACTOR**

| 2024 MASTER MOW LIST | | COMPANY NAME: Perfection Landscape | |
|---|---|---|---|
| MAP # | LOCATIONS | NOTES | $ Per Mow |
| | | **3 TIMES A MONTH** | |
| 1 | Airport - | 3 Times a Month, Debris picked up before and after mowing, weed eat outside of fence and along fence | NB |
| 2 | Center St.Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $275 |
| 3 | Lamar St.Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $250 |
| 4 | Houston St.Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $250 |
| 5 | Hwy 75 & 82 ROW | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 6 | Park St. Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $150 |
| 7 | Travis St. Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $250 |
| 8 | Houston / Lamar Frontage Road | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 9 | Washington St underpass and Island | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $275 |
| 10 | 75 - Intersection at Sheppard Drive (east and west sides) | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 11 | W. Travis - ROW & Medians from 75 to 1417 Minus Flower Beds | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 12 | Grand Ave. Medians | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 13 | Cherry @75 - ROW | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $100 |
| 14 | Moore St. ROW 1417 To Park St | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 15 | 4200 Block of Texoma Parkway - Triangle between KTEN & Parkway | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 15 | Texoma Parkway median (Hard Edge / Weedeat curbs) | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 16 | FM 1417 and Redbud - FINISH MOW | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $75 |
| 17 | FM 1417 ROW Washington St to HWY 82 & Sidewalk Areas | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 18 | 1417 - Intersection at Houston (east & west side) | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $700 |
| 19 | 1417 - Traffic island from 56/Houston to Washington | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| | | **2 TIMES A MONTH** | |
| 20 | Lamberth @ 75 ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 21 | N. Loy Lake @ 75 Turnabout and Traffic Island across from Graham | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 22 | 75 - ROW Intersection W. Fern to W. Pecan | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 23 | W. Steadman - ROW at 75 | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $75 |
| 24 | 1417 - Intersection at Dorchester | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 25 | 1417 - Intersection at Farmington | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 26 | 1417 - Intersection at Quail Run from 1417 to Del Mar | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |

Finish and Rough Mowing Services

15

903 271-5318

4-18-24

| MAP # | LOCATIONS | NOTES | $ Per Mow |
|---|---|---|---|
| 27 | Brookstone @ 1417 - Both sides of intersection | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 28 | Steeplechase - ROW Intersection at 1417 | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $75 |
| 29 | S. Travis St ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 30 | Dewey Ave. / Ida Rd Intersection | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 31 | N. Travis - ROW at 82 - All Sides | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 32 | N Loy Lake and 82 ROW at Popeye's | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 33 | Masters - E. Peyton St. North to tree line | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $225 |
| 34 | Loy Lake south of Simmons Bank - RR ROW(Taylor St. RR ROW) | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 35 | Fallon Dr. ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 36 | Pecan Grove ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 37 | Frisco Rd. ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 38 | Lamberth Rd and bridge | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $175 |
| 39 | Gallagher Rd. ROW & N. Luther Knox Dr. | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $150 |
| 40 | 1100 block N. Throckmorton - Richards & Throckmorton | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 41 | Throckmorton St. Dead End Lot | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 42 | 800 block of East Sycamore adjacent to RR property | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 43 | ROW at King and at Wells | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | NB |
| 44 | Ross St. ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $200 |
| | | **ROUGH MOW** | |
| 45 | HWY 75 ( FM 691 TO FM 902) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | NB |
| 46 | 75 - Merge triangle traffic island at S/W Travis | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 47 | FM 1417 ( HWY 56 TO HWY 11) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 48 | HWY 82 ( HWY 289 TO FM 1417) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 49 | IDA Rd. ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 50 | Travis St. ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 51 | Arizona St. ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 52 | First St. ROW (including mow back at all intersections) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 53 | N. East from Houston to Pecan - RR ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 54 | N. East St. North of Texoma PRKWY | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |







903-271-5318

4-18-24

## Contractor References

Customer Name: Dean Gilbert Jr.

Address: 801 E Taylor St. Sherman, Tx

Contact: Dean Telephone #: 903-893-5188

Scope of work performed: Mowing of Commercial properties

Length of Service: 8 yrs

Customer Name: Jeremy Roberts

Address: 1718 S. Elm St. Sherman, Tx

Contact: Jeremy Roberts Telephone #: 903-487-0910

Scope of work performed: Mowing of business property

Length of Service: 4 yrs.

Customer Name: Trey Marr

Address: 200 Jaron Dr. Pottsboro, Tx

Contact: Trey Marr Telephone #: 580-775-3060

Scope of work performed: Mowing of home and business.

Length of Service: 3 yrs

**Exhibit C**

## 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:** Chris Stephens / owner

**Firm Name:** Perfection Landscape

**Date Signed:** 4-18-24

## 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.**

# 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.**

None

**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.**

None

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

**7**

_____ _____

Signature of vendor doing business with the governmental entity Date

# 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

   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: **2024-15**

   Description of Goods and Services to be provided: **Finish and Rough Mowing Services**

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.

rev. 1/26/2018

## EVALUATION PROCESS

All submitted proposals will be reviewed by the City of Sherman for compliance with the specified RFP requirements. The selection committee will decide proposals which meet the RFP requirements and receive further evaluation.

Based on the firms' response to the RFP requirements, the selection committee will determine

the top firm(s) capable of meeting the needs of the City for such services. The City may invite the top firm(s) for an interview before considering a contract. Once the firm has been selected, the City will submit an agreement to the City Council for approval. The following evaluation criteria will be considered by the selection committee.

**BEST VALUE EVALUATION CRITERIA**

| | |
|---|---|
| 40% | Qualifications (when applicable, will include past performance of services for the City) |
| 20% | Pricing |
| 20% | References |
| 15% | Equipment/Staff** |
| 5% | Pre-bid meeting attended (contractor representative signature on pre-bid sign-in sheet) |

****NOTE: Contractor is required to submit an itemized list of equipment and staffing, in order for City staff to evaluate capacity to meet contract requirements.**

**Exhibit D**

**Affidavit of No Prohibited Interest**

THE STATE OF _____ §

THE COUNTY OF _____ §

I, Chris Stephens, 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 18 day of April, 2024

C. St
_____
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

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.**

**CONTRACTOR**

| 2024 MASTER MOW LIST | | COMPANY NAME: Lost Pines Landscaping, LLC | | |
|---|---|---|---|---|
| MAP # | LOCATIONS | NOTES | $ Per Mow | |
| | | 3 TIMES A MONTH | | |
| 1 | Airport - | 3 Times a Month, Debris picked up before and after mowing, weed eat outside of fence and along fence | $2,300 | |
| 2 | Center St.Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $400 | |
| 3 | Lamar St.Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $225 | |
| 4 | Houston St.Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $225 | |
| 5 | Hwy 75 & 82 ROW | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $1,000 | |
| 6 | Park St. Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $200 | |
| 7 | Travis St. Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $225 | |
| 8 | Houston / Lamar Frontage Road | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $550 | |
| 9 | Washington St underpass and Island | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $400 | |
| 10 | 75 - Intersection at Sheppard Drive (east and west sides) | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $550 | |
| 11 | W. Travis - ROW & Medians from 75 to 1417 Minus Flower Beds | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $1,750 or $2,000 | includes weed eating fences |
| 12 | Grand Ave. Medians | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $500 | |
| 13 | Cherry @75 - ROW | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $75 | |
| 14 | Moore St. ROW 1417 To Park St | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $750 or $900 | includes weed eating fences |
| 15 | 4200 Block of Texoma Parkway - Triangle between KTEN & Parkway | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $50 alone or $0 when included with Texoma Pkwy | |
| 15 | Texoma Parkway median (Hard Edge / Weedeat curbs) | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $2,000 | |
| 16 | FM 1417 and Redbud - FINISH MOW | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $50 alone or $0 when included with Hwy 1417 | |
| 17 | FM 1417 ROW Washington St to HWY 82 & Sidewalk Areas | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $2,500 | |
| 18 | 1417 - Intersection at Houston (east & west side) | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $400 | |
| 19 | 1417 - Traffic island from 56/Houston to Washington | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $1,500 | |
| | | 2 TIMES A MONTH | | |
| 20 | Lamberth @ 75 ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | | |
| 21 | N. Loy Lake @ 75 Turnabout and Traffic Island across from Graham | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $400 | |
| 22 | 75 - ROW Intersection W. Fern to W. Pecan | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $200 | |
| 23 | W. Steadman - ROW at 75 | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $75 | |
| 24 | 1417 - Intersection at Dorchester | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $100 | |
| 25 | 1417 - Intersection at Farmington | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $100 | |
| 26 | 1417 - Intersection at Quail Run from 1417 to Del Mar | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $200 | |

Finish and Rough Mowing Services

| MAP # | LOCATIONS | NOTES | $ Per Mow |
|---|---|---|---|
| 27 | Brookstone @ 1417 - Both sides of intersection | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $160 |
| 28 | Steeplechase - ROW Intersection at 1417 | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $75 |
| 29 | S. Travis St ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $300 |
| 30 | Dewey Ave. / Ida Rd Intersection | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $750 |
| 31 | N. Travis - ROW at 82 - All Sides | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 32 | N Loy Lake and 82 ROW at Popeye's | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $120 |
| 33 | Masters - E. Peyton St. North to tree line | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $300 |
| 34 | Loy Lake south of Simmons Bank - RR ROW(Taylor St. RR ROW) | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $150 |
| 35 | Fallon Dr. ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $300 |
| 36 | Pecan Grove ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $240 |
| 37 | Frisco Rd. ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $500 |
| 38 | Lamberth Rd and bridge | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $150 |
| 39 | Gallagher Rd. ROW & N. Luther Knox Dr. | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $160 |
| 40 | 1100 block N. Throckmorton - Richards & Throckmorton | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $160 |
| 41 | Throckmorton St. Dead End Lot | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $100 |
| 42 | 800 block of East Sycamore adjacent to RR property | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $160 |
| 43 | ROW at King and at Wells | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $160 |
| 44 | Ross St. ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| | | ROUGH MOW | |
| 45 | HWY 75 ( FM 691 TO FM 902) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 46 | 75 - Merge triangle traffic island at S/W Travis | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | $600 rough mow or $1,000 finish mow |
| 47 | FM 1417 ( HWY 56 TO HWY 11) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | $2,800 |
| 48 | HWY 82 ( HWY 289 TO FM 1417) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 49 | IDA Rd. ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | $300 |
| 50 | Travis St. ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | $500 |
| 51 | Arizona St. ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | $300 |
| 52 | First St. ROW (including mow back at all intersections) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | $400 |
| 53 | N. East from Houston to Pecan - RR ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | $300 |
| 54 | N. East St. North of Texoma PRKWY | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | $300 |

*$300 minimum per rough mow location

# Lost Pines Landscaping Equipment List

**Current:**

- John Deere 5075E Tractor
- John Deere 12' Wide Area Mower
- John Deere FM1017R Flex-Wing Groomer
- John Deere E12 Flex Wing Cutter
- Scag 61" Cheetah
- Scag 61" Cheetah
- Grasshopper 61" 335 with Edge-Eze
- (2) Toro 21" Walk Behinds
- (6) Echo Weed Eaters
- (4) Stihl BR800 Blowers
- (2) Crew Cab Trucks
- (2) Trailers

# Lost Pines Landscaping Staff

- Russell Jowell – Owner/Operations
- Blair Jowell – Owner/Office
- (3) Additional Full Time Crew Members
- (2) Additional Part Time Crew Members

## AGREEMENT FOR FINISH AND ROUGH MOWING SERVICES

The **City of Sherman, Texas**, a home-rule municipality ("City"), and _____, a Texas corporation ("Contractor"), hereby enter into this Agreement for finish and rough mowing services ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City issued a Request for Proposal, attached hereto as Exhibit A and incorporated herein for all purposes ("Bid Request"), seeking competitive sealed bids for finish and rough mowing services for the City; and

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

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

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

1. Scope of Services.
Contractor shall provide the services and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.
The initial term of the Agreement shall be for a period of six (6) months, commencing on the Effective Date (hereinafter defined) of this Agreement ("Initial Term"). City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each (each a "Renewal Term") on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
In exchange for Contractor's performance of the Services in accordance with the Agreement Document, City agrees to pay Contractor on the basis defined by and in the amounts set forth in the Submittal ("Contractor's Fee").

City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or

documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the 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.

4. Agreement Documents.

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

A. This Agreement;

B. The Request for Proposal, attached hereto as Exhibit A;

C. The Submittal, attached hereto as Exhibit B;

D. City's Insurance Requirements, attached hereto as Exhibit C;

E. Affidavit of No Prohibited Interested, attached hereto as Exhibit D; and

F. Conflict of Interest Questionnaire, attached hereto as Exhibit E.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or

supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

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

7. No Prohibited Interest; Vendor Disclosure.

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

8. 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.**

9. 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.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations

and policies, Contractor shall immediately notify City in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

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

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without 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.

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

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

14. No Waiver of Immunity.

The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
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 the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

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

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

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

21. 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.

22. Indemnity.
The parties agree that the indemnity provision set forth in Section 8 herein is conspicuous and the parties have read and understood the same.

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

If to Contractor, to: Lost Pines Landscaping, LLC
Attn: Blair Jowell
Address: 181 Golf Walk Circle
Denison, Texas 75020
Telephone: (903)271-2536
Facsimile:
Email: bjowell22@gmail.com

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

With a copy to:

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

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

25. Independent Contractor.
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.

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

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

28. Reference to City.
When referring to "City" herein, 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.

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

30. 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.

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

**CITY OF SHERMAN, TEXAS,**
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

**ATTEST:**

_____
Linda Ashby, City Clerk

Lost Pines Landscaping, LLC
a Texas corporation

By: RLL / Blair Jowell
Printed Name: Russell Jowell / Blair Jowell
Title: Owners
Date: April 18, 2024

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Robby Hefton**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the City Manager and duly authorized representative for the **City of Sherman, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202_.

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

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the _____ (title) and duly authorized representative for, a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202_.

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

## Contractor References

Customer Name: City of Sherman

Address: 405 N. Rusk Street, Sherman, Texas 75090

Contact: Sean Hemperley Telephone #: (903)815-3457

Scope of work performed: all inclusive grounds maintenance to include but not limited to mowing, edging, beds

Length of Service: 2020 - Present

Customer Name: City of Sherman

Address: 405 N. Rusk Street, Sherman, Texas 75090

Contact: Eric Sandberg Telephone #: (903)271-8842

Scope of work performed: wide area finish mowing and rough mowing

Length of Service: 2021 - Present

Customer Name: City of Anna

Address: 3223 N. Powell Parkway, Anna, Texas 75409

Contact: David Trevino & Taylor Hill Telephone #: (214)585-8681 & (469)325-5343

Scope of work performed: finish mow and edge water facility sites and land clearance

Length of Service: 2022 - 2023

**Exhibit C**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/18/2024

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 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**

Texas Farm Bureau Insurance
200 S. FM 1417
Sherman Tx 75092

CONTACT NAME: Terry Thomas
PHONE (A/C, No, Ext): 903-893-4393. FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Texas Farm Bureau Insurance | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**INSURED**

Lost Pines Landscaping LLC
P.O. Box 182
Denison Tx 75021

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC | | | CGL 53601700 | 3/25/24 | 3/25/25 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS [ ] NON-OWNED AUTOS | | | | | | | $ |
| | | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | UMBRELLA LIAB [ ] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED [ ] RETENTION $ | | | | | | | $ |
| | | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | | $ |
| | | | | | | | WC STATU-TORY LIMITS [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Sherman, its officers, agents, representatives and employees as additional insureds.

**CERTIFICATE HOLDER**

City of Sherman

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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**Exhibit D**

**Affidavit of No Prohibited Interest**

THE STATE OF Texas §

THE COUNTY OF Grayson §

I, Russell Jowell, Blair Jowell 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 18th day of April, 2024.

Russell Jowell / Blair Jowell
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Russell & Jessica Jowell, 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 18 day of April, 2024.

Linda Mitchell
Notary Public in and for the State of Texas
My commission expires: March 9, 2025

ANDREA MITCHELL
Notary ID #132961838
My Commission Expires
March 9, 2025

# 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.**

Does Not Apply

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 Blair Jowell

Signature of vendor doing business with the governmental entity

April 18, 2024

Date

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1149039

**Date Filed:**
04/18/2024

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Lost Pines Landscaping, LLC
Denison, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
City of Sherman

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
2024-15
Finish and Rough Mowing Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

My name is Blair Jowell, and my date of birth is 12/22/1982.

My address is 181 Golf Walk Circle (street), Denison (city), Tx (state), 75020 (zip code), USA. (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Grayson County, State of Texas, on the 18th day of April (month), 2024 (year).

Blair Jowell
Signature of authorized agent of contracting business entity
(Declarant)

## 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:** R Jowell / Blair Jowell

**Print Name & Title:** Russell Jowell & Blair Jowell, Owners

**Firm Name:** Lost Pines Landscaping, LLC

**Date Signed:** April 18, 2024

## NOTARIZATION

THE STATE OF Texas )
)
COUNTY OF Grayson )

BEFORE ME, the undersigned notary public on this day personally appeared Russell and Jessica Jowell, on behalf of Lost Pines Landscaping, LLC (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 18 day of April, 2024.

NOTARY PUBLIC
ANDREA MITCHELL
Notary ID #132961838
My Commission Expires
March 9, 2025

Andrea Mitchell
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.**

**Exhibit A**
**Request for Proposal**

Sherman
CLASSIC TOWN. BROAD HORIZON.

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

# Request for Proposals

**For**

# FINISH AND ROUGH MOWING SERVICES

**RFP No. 2024-15**

**Publication Dates:** **Thursday April 4, 2024**
**Sunday April 14, 2024**

## TABLE OF CONTENTS


| Document | Page # |
|---|---|
| Instructions to Bidders | 3 |
| Notice to Bidders | 4 |
| General Conditions | 6 |
| Specifications for Finish Mowing Locations | 12 |
| Specifications for Rough Mowing Locations | 13 |
| Bid Sheet (2024 Master Mow List) | 15 |
| Evaluation Criteria | 17 |
| Agreement for Finish and Rough Mowing Services | 18 |
| Contact References | 28 |
| Exhibit C: City's Insurance Requirements | 29 |
| Exhibit D: Affidavit of No Prohibited Interest | 31 |
| Exhibit E: Conflict of Interest Questionnaire | 32 |
| Texas Ethics Commission Form 1295 & Verification Form 2290 | 34 |

**CITY OF SHERMAN, TEXAS**

**FINANCE DEPARTMENT**

**REQUEST FOR PROPOSAL - BID NO. 2024-15; Finish and Rough Mowing Services**

The enclosed **REQUEST FOR PROPOSAL** (RFP) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **Finish and Rough Mowing Services** 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 Friday, April 19, 2024,** at the following address:

**City of Sherman – Human Resources Conference Room (2nd floor)**
**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. – RFP for Finish and Rough Mowing Services - No. 2024-15**

**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 19TH day of April, 2024,** at which time bids duly delivered and submitted will be considered for supplying the following:

**BID NO. 2024-15 – Finish and Rough Mowing Services**

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 "Finish and Rough Mowing Services 2024-15" 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.**

A pre-bid meeting is scheduled at **10:00 a.m., Thursday, April 11, 2024**, to be located at **220 W. Mulberry St., Sherman, Texas, in City Council Chambers**. This meeting is not mandatory, but, attendance is strongly encouraged. Contractors should review the evaluation criteria scoring section for points associated with attendance of this pre-bid meeting.

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., Friday, April 19, 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: **Finish and Rough Mowing Services.**

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. Please refer to the **EVALUATION CRITERIA** for additional information.

## 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/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request 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.

**DEFAULT**

In case of default of the successful bidder, the city of Sherman may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

**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 RFP. 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 RFP, 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,

E. concise description of the independent contractor's ability to meet the requirements of the RFP. 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.

F. The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this RFP to the mutually agreed to date of contract.

G. The City of Sherman reserves the right to increase or decrease the amount of janitorial services based upon annual budget constraints with fifteen (15) days' notice.

H. 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 RFP.

**[REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

## SPECIFICATIONS FOR FINISH MOWING LOCATIONS

**MOWING AREAS:**

- Grass to be routinely mowed to an average height of 1 ½" to 2".
- Clippings to be blown off drives and walkways, but, not into the street.
- Trimmings around all obstacles, as needed. **Any use of Round-Up or other chemicals must be pre-approved.**
- Edging (string) of curbs, drives, and walks will be performed each mowing cycle.
- Litter to be removed from area **PRIOR** to mowing.
- Depending on location, direction of mowing pattern to be altered on a regular basis to avoid worn spots.
- Mowing to include topping along edged locations.

**MOWING SHEDULE:**

Initially, this mowing contract will begin on or near May 7, 2024, continuing through October 31, 2024. If the contract is renewed, per terms listed within this RFP, the City will require mowing services as needed during the off-season months and full mowing schedules to resume on or near March 1st. Generally, for March-October months, contractor can expect to follow the twice-per-month & three-times-per-month mowing requirements listed in the location bid item section. Any additional mowing must be pre-approved by the Grounds and Cemetery Maintenance Superintendent.

## SPECIFICATIONS FOR ROUGH MOWING LOCATIONS

**MOWING AREAS:**

- Grass to be routinely mowed to maintain an average height of 6".
- Clippings to be blown off the drives and walkways, but, not into the street.
- Edging (string) when curb and gutter street present.
- Edging (string) around utility poles, towers, guard rails, and wires.
- Litter to be removed from area **PRIOR** to mowing.
- **Any use of Round-Up or other chemicals must be pre-approved.**

**MOWING SCHEDULE:**

Initially, this mowing contract will begin on or near May 7, 2024, continuing through October 31, 2024. If the contract is renewed, per terms listed within this RFP, the City will require mowing services as needed during the off-season months and full mowing schedules to resume on or near March 1st. Generally, for March-October months, contractor can expect to follow the once-per-month mowing requirements listed in the location bid item section. Any additional mowing must be pre-approved by the Grounds and Cemetery Maintenance Superintendent.

**NOTE ON AWARDING: The City will not award all mowing sites to one vendor. Due to the volume of mowing sites, and the addition of larger highway sections, the City intends to award contracts to multiple vendors. Bidders are not required to submit a price for each site.**

CONTRACTOR

| 2024 MASTER MOW LIST | | COMPANY NAME: | |
|---|---|---|---|
| MAP # | LOCATIONS | NOTES | $ Per Mow |
| | | 3 TIMES A MONTH | |
| 1 | Airport - | 3 Times a Month, Debris picked up before and after mowing, weed eat outside of fence and along fence | |
| 2 | Center St.Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 3 | Lamar St.Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 4 | Houston St.Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 5 | Hwy 75 & 82 ROW | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 6 | Park St. Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 7 | Travis St. Underpass | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 8 | Houston / Lamar Frontage Road | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $800 |
| 9 | Washington St underpass and Island | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 10 | 75 - Intersection at Sheppard Drive (east and west sides) | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 11 | W. Travis - ROW & Medians from 75 to 1417 Minus Flower Beds | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 12 | Grand Ave. Medians | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $900 00 |
| 13 | Cherry @75 - ROW | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 14 | Moore St. ROW 1417 To Park St | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 15 | 4200 Block of Texoma Parkway - Triangle between KTEN & Parkway | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 15 | Texoma Parkway median (Hard Edge / Weedeat curbs) | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 16 | FM 1417 and Redbud - FINISH MOW | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $125 00 |
| 17 | FM 1417 ROW Washington St to HWY 82 & Sidewalk Areas | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 18 | 1417 - Intersection at Houston (east & west side) | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 19 | 1417 - Traffic Island from 56/Houston to Washington | 3 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| | | 2 TIMES A MONTH | |
| 20 | Lamberth @ 75 ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 21 | N. Loy Lake @ 75 Turnabout and Traffic Island across from Graham | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $350 00 |
| 22 | 75 - ROW Intersection W. Fern to W. Pecan | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $300 00 |
| 23 | W. Steadman - ROW at 75 | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $175 00 |
| 24 | 1417 - Intersection at Dorchester | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 25 | 1417 - Intersection at Farmington | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 26 | 1417 - Intersection at Quail Run from 1417 to Del Mar | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |

| MAP # | LOCATIONS | NOTES | $ Per Mow |
|---|---|---|---|
| 27 | Brookstone @ 1417 - Both sides of Intersection | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 28 | Steeplechase - ROW Intersection at 1417 | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 29 | S. Travis St ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 30 | Dewey Ave. / Ida Rd Intersection | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 31 | N. Travis - ROW at 82 - All Sides | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 32 | N Loy Lake and 82 ROW at Popeye's | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | |
| 33 | Masters - E. Peyton St. North to tree line | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $240.00 |
| 34 | Loy Lake south of Simmons Bank - RR ROW(Taylor St. RR ROW) | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $175.00 |
| 35 | Fallon Dr. ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $600.00 |
| 36 | Pecan Grove ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $250.00 |
| 37 | Frisco Rd. ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $900.00 |
| 38 | Lamberth Rd and bridge | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $1200.00 |
| 39 | Gallagher Rd. ROW & N. Luther Knox Dr. | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $250.00 |
| 40 | 1100 block N. Throckmorton - Richards & Throckmorton | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $180.00 |
| 41 | Throckmorton St. Dead End Lot | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $125.00 |
| 42 | 800 block of East Sycamore adjacent to RR property | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $150.00 |
| 43 | ROW at King and at Wells | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $200.00 |
| 44 | Ross St. ROW | 2 Times a Month, Debris picked up before and after mowing, hard edged, clipping shall be blown off Right of Way | $300.00 |
| | | **ROUGH MOW** | |
| 45 | HWY 75 ( FM 691 TO FM 902) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 46 | 75 - Merge triangle traffic island at S/W Travis | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 47 | FM 1417 ( HWY 56 TO HWY 11) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 48 | HWY 82 ( HWY 289 TO FM 1417) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 49 | IDA Rd. ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | $250.00 |
| 50 | Travis St. ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 51 | Arizona St. ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | |
| 52 | First St. ROW (including mow back at all intersections) | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | $1000.00 |
| 53 | N. East from Houston to Pecan - RR ROW | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | $450.00 |
| 54 | N. East St. North of Texoma PRKWY | Rough Mow 1 Time a Month, Debris picked up before and after mowing, clipping shall be blown off Right of Way | $300.00 |

## EVALUATION PROCESS

All submitted proposals will be reviewed by the City of Sherman for compliance with the specified RFP requirements. The selection committee will decide proposals which meet the RFP requirements and receive further evaluation.

Based on the firms' response to the RFP requirements, the selection committee will determine

the top firm(s) capable of meeting the needs of the City for such services. The City may invite the top firm(s) for an interview before considering a contract. Once the firm has been selected, the City will submit an agreement to the City Council for approval. The following evaluation criteria will be considered by the selection committee.

**BEST VALUE EVALUATION CRITERIA**

40% Qualifications (when applicable, will include past performance of services for the City)
20% Pricing
20% References
15% Equipment/Staff**
5% Pre-bid meeting attended (contractor representative signature on pre-bid sign-in sheet)

****NOTE: Contractor is required to submit an itemized list of equipment and staffing, in order for City staff to evaluate capacity to meet contract requirements.**

## AGREEMENT FOR FINISH AND ROUGH MOWING SERVICES

The **City of Sherman, Texas**, a home-rule municipality ("City"), and Van Boatright, a Texas corporation ("Contractor"), hereby enter into this Agreement for finish and rough mowing services ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City issued a Request for Proposal, attached hereto as Exhibit A and incorporated herein for all purposes ("Bid Request"), seeking competitive sealed bids for finish and rough mowing services for the City; and

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

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

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

1. Scope of Services.
   Contractor shall provide the services and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.
   The initial term of the Agreement shall be for a period of six (6) months, commencing on the Effective Date (hereinafter defined) of this Agreement ("Initial Term"). City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each (each a "Renewal Term") on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
   In exchange for Contractor's performance of the Services in accordance with the Agreement Document, City agrees to pay Contractor on the basis defined by and in the amounts set forth in the Submittal ("Contractor's Fee").

   City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or

documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the 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.

4. Agreement Documents.

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

A. This Agreement;

B. The Request for Proposal, attached hereto as Exhibit A;

C. The Submittal, attached hereto as Exhibit B;

D. City's Insurance Requirements, attached hereto as Exhibit C;

E. Affidavit of No Prohibited Interested, attached hereto as Exhibit D; and

F. Conflict of Interest Questionnaire, attached hereto as Exhibit E.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or

supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

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

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

8. 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.**

9. 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.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations

and policies, Contractor shall immediately notify City in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

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

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without 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.

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

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

14. No Waiver of Immunity.

The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
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 the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

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

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

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

21. 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.

22. Indemnity.
The parties agree that the indemnity provision set forth in Section 8 herein is conspicuous and the parties have read and understood the same.

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

If to Contractor, to:
Van Boatright
Attn: Van Boatright
Address: 5198 Dripping Springs Rd
Sherman, Texas 75090
Telephone: 903-744-4261
Facsimile: N/A
Email: boaty2122@yahoo.comN

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

With a copy to:

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

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

25. Independent Contractor.
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.

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

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

28. Reference to City.
When referring to "City" herein, 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.

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

30. 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.

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

**CITY OF SHERMAN, TEXAS,**
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

**ATTEST:**

_____
Linda Ashby, City Clerk

_____
a Texas corporation

By: _____
Printed Name: _____
Title: _____
Date: _____

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Robby Hefton**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the City Manager and duly authorized representative for the **City of Sherman, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202_.

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

STATE OF TEXAS §
§
COUNTY OF Grayson §

BEFORE ME, the undersigned authority, on this day personally appeared Van Boatright known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the owner (title) and duly authorized representative for, a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of April, 2024.

JOHNA MARCELL BOATRIGHT
My Notary ID # 124357141
Expires March 1, 2025

John M Boatright
_____
Notary Public in and for the State of Texas
My Commission Expires: 3/1/2025

## Contractor References

Customer Name: City of Sherman

Address: 100 S. Rusk Street, Sherman, TX 75090

Contact: Andreas Liss Telephone #: 903-892-7077

Scope of work performed: Mowing, lot clean up, creek clean up and tree trimming

Length of Service: 10 years

Customer Name: Friendship Cemetary Association

Address: 267 Friendship Rd., Sherman, TX 75092

Contact: Ron Woodworth Telephone #: 214-906-2046

Scope of work performed: Mowing and tree trimming

Length of Service: 8 years

Customer Name: David Henry

Address: 7969 Dripping Springs Rd, Denison, TX 75020

Contact: David Henry Telephone #: 903-815-9185

Scope of work performed: Mowing and tree trimming

Length of Service: 15 years

**Exhibit C**

# 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 |
|---|---|---|
| _X_ | 1. Worker's Compensation & Employer's Liability | ▪ Statutory Limits of the State of Texas |
| _X_ | 2. General Liability | ▪ Minimum $1,000,000.00 each occurrence;<br>▪ Minimum $2,000,000.00 in the aggregate. |
| ___ | 3. XCU Coverage | ▪ Minimum $1,000,000.00 each occurrence;<br>▪ Minimum $2,000,000.00 in the aggregate. |
| ___ | 4. Professional Liability | ▪ Minimum $1,000,000.00 each claim;<br>▪ Minimum $2,000,000.00 in the aggregate. |
| ___ | 5. Umbrella Coverage or Excess Liability Coverage | ▪ An amount of $ 2,000,000.00. |
| _X_ | 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. | |
| _X_ | 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 Grayson §

I, Van Boatright, 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 19 day of APRIL, 2024.

Van Boatright
_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Van Boatright, 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 19th day of April, 2024

John M Boatright
_____
Notary Public in and for the State of Texas
My commission expires: 3/1/2025

JOHNA MARCELL BOATRIGHT
My Notary ID # 124357141
Expires March 1, 2025

# 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.**

Van Boatright

**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.**

N/A

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.**

N/A

**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** Van Boatright

Signature of vendor doing business with the governmental entity

4 19 24

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

   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: **2024-15**

   Description of Goods and Services to be provided: **Finish and Rough Mowing Services**

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.

rev. 1/26/2018

## 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:** Van Boatright

**Print Name & Title:** Van Boatright

**Firm Name:** Van Boatright

**Date Signed:** 4/18/24

## NOTARIZATION

THE STATE OF Texas )
)
COUNTY OF Grayson )

BEFORE ME, the undersigned notary public on this day personally appeared Van Boatright, on behalf of Van Boatright (self) (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 19th day of April, 2024.

JOHNA MARCELL BOATRIGHT
My Notary ID # 124357141
Expires March 1, 2025

John M Boatright
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.**

## 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 |
|---|---|---|
| X | 1. Worker's Compensation & Employer's Liability | ▪ Statutory Limits of the State of Texas |
| X | 2. General Liability | ▪ Minimum $1,000,000.00 each occurrence;<br>▪ Minimum $2,000,000.00 in the aggregate. |
| ___ | 3. XCU Coverage | ▪ Minimum $1,000,000.00 each occurrence;<br>▪ Minimum $2,000,000.00 in the aggregate. |
| ___ | 4. Professional Liability | ▪ Minimum $1,000,000.00 each claim;<br>▪ Minimum $2,000,000.00 in the aggregate. |
| ___ | 5. Umbrella Coverage or Excess Liability Coverage | ▪ An amount of $ 2,000,000.00. |
| X | 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. | |
| X | 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 Collin §

I, Brandon Presley 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 18 day of April, 2024.

BCP President

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Brandon Presley, 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 18 day of April, 2024

LUKE LAMAS
Notary Public, State of Texas
Comm. Expires 05-18-2025
Notary ID 13310678-9

Notary Public in and for the State of Texas

My commission expires: 05/18/2025

EXHIBIT E

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

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

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

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

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

| OFFICE USE ONLY |
| --- |
| Date Received |

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

**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: 4/18/2024

**Exhibit D**

**Affidavit of No Prohibited Interest**

THE STATE OF Texas §

THE COUNTY OF Grayson §

I, Yolanda Williford, 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).

X 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 16 day of April, 2024.

Yolanda Williford D/CEO
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Yolanda Williford, 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 17th day of APRIL, 2024.

D'Anna Harry
Notary Public in and for the State of TX
My commission expires: January 17th 2027

DANNA HARRY
Notary ID #134149429
My Commission Expires
January 17, 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.**

Lee's Lawn Care

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.**

Leander Williford Jr

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.**

Leander is my brother that works for the City of Sherman

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 Yolanda Williford

Signature of vendor doing business with the governmental entity

4-16-24

Date

Finish and Rough Mowing Services

**Exhibit D**

**Affidavit of No Prohibited Interest**

THE STATE OF Texas §

THE COUNTY OF Grayson §

I, Andre' Luper, 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 22 day of April, 2024.

Signature of Official/Title / owner

BEFORE ME, the undersigned authority, this day personally appeared Andre Luper, 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 22nd day of April, 2024.

Notary Public in and for the State of Texas
My commission expires: September 7th, 2027

ZACKARY WETZEL
Notary ID #134544126
My Commission Expires
September 7, 2027

Exhibit E

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

The Camp Cutters

**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

4/22/2024

Date

**Exhibit D**

**Affidavit of No Prohibited Interest**

THE STATE OF TEXAS §

THE COUNTY OF FANNIN §

I, BLAKE GOODE, 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 18 day of APRIL, 2024

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Blake Goode, 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 18th day of April, 2024.

_____
Notary Public in and for the State of Texas
My commission expires: 01-15-2027

# 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.**

NONE

**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 ☒ N/A 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 ☒ N/A 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.**

N/A

**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**

N/A

Signature of vendor doing business with the governmental entity

N/A

Date

**Exhibit D**

**Affidavit of No Prohibited Interest**

THE STATE OF Texas §

THE COUNTY OF Grayson §

I, Chris Stephens, 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 22nd day of April, 2024

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Chris Stephens, 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 22nd day of April, 2024

_____
Notary Public in and for the State of Texas
My commission expires: July 13, 2025

KAREN MCFARLIN
Notary ID #12363159
My Commission Expires
July 13, 2025

# 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.**

None

**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.**

None

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

**7**

Signature of vendor doing business with the governmental entity

4-22-24

Date

## Exhibit D
## Affidavit of No Prohibited Interest

THE STATE OF Texas _____ §

THE COUNTY OF Grayson _____ §

I, Russell Jowell, Blair Jowell 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 18th day of April, 2024.

Russell / Blair Jowell
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Russell & Jessica Jowell, 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 18 day of April, 2024.

Andrea Mitchell
Notary Public in and for the State of Texas
My commission expires: March 9, 2025

NOTARY PUBLIC STATE OF TEXAS
ANDREA MITCHELL
Notary ID #132961838
My Commission Expires
March 9, 2025

# 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.**

Does Not Apply

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 Blair Jowell

Signature of vendor doing business with the governmental entity

April 18, 2024

Date

**Exhibit D**

**Affidavit of No Prohibited Interest**

THE STATE OF Texas §

THE COUNTY OF Grayson §

I, Van Boatright, 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 19 day of APRIL, 2024.

Van Boatright
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Van Boatright, 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 19th day of April, 2024

JOHNA MARCELL BOATRIGHT
My Notary ID # 124357141
Expires March 1, 2025

Notary Public in and for the State of Texas
My commission expires: 3/1/2025

EXHIBIT E

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

Van Boatright

**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.**

N/A

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.**

N/A

**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** Van Boatright

Signature of vendor doing business with the governmental entity

4 19 24

Date

## AGREEMENT FOR FINISH AND ROUGH MOWING SERVICES

The **City of Sherman, Texas**, a home-rule municipality ("City"), and Presley Land Management LLC, a Texas corporation ("Contractor"), hereby enter into this Agreement for finish and rough mowing services ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City issued a Request for Proposal, attached hereto as Exhibit A and incorporated herein for all purposes ("Bid Request"), seeking competitive sealed bids for finish and rough mowing services for the City; and

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

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

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

1. Scope of Services.
   Contractor shall provide the services and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.
   The initial term of the Agreement shall be for a period of six (6) months, commencing on the Effective Date (hereinafter defined) of this Agreement ("Initial Term"). City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each (each a "Renewal Term") on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
   In exchange for Contractor's performance of the Services in accordance with the Agreement Document, City agrees to pay Contractor on the basis defined by and in the amounts set forth in the Submittal ("Contractor's Fee").

   City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or

documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the 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.

4. Agreement Documents.

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

A. This Agreement;

B. The Request for Proposal, attached hereto as Exhibit A;

C. The Submittal, attached hereto as Exhibit B;

D. City's Insurance Requirements, attached hereto as Exhibit C;

E. Affidavit of No Prohibited Interested, attached hereto as Exhibit D; and

F. Conflict of Interest Questionnaire, attached hereto as Exhibit E.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or

supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

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

7. No Prohibited Interest; Vendor Disclosure.

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

8. 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.

9. 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.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations

and policies, Contractor shall immediately notify City in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

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

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without 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.

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

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

14. No Waiver of Immunity.

The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
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 the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

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

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

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

21. 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.

22. Indemnity.
The parties agree that the indemnity provision set forth in Section 8 herein is conspicuous and the parties have read and understood the same.

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

If to Contractor, to: Presley Land Management LLC
Attn: Brandon Presley
Address: 7490 Walnut St
Frisco TX 75033
Telephone: 214-455-0492
Facsimile:
Email: brandon@presleylandmanagement.com

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

With a copy to:

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

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

25. Independent Contractor.
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.

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

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

28. Reference to City.
When referring to "City" herein, 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.

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

30. 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.

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

**CITY OF SHERMAN, TEXAS,**
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

**ATTEST:**

_____
Linda Ashby, City Clerk

Presley Land Management LLC
a Texas corporation

By: _____
Printed Name: Brandon Presley
Title: President
Date: 4/18/2024

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Robby Hefton**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the City Manager and duly authorized representative for the **City of Sherman, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202_.

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

STATE OF TEXAS §
§
COUNTY OF Collin §

BEFORE ME, the undersigned authority, on this day personally appeared Brandon Presley known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the President (title) and duly authorized representative for, a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of April, 2024.

LUKE LAMAS
Notary Public, State of Texas
Comm. Expires 05-18-2025
Notary ID 13310678-9

_____
Notary Public in and for the State of Texas
My Commission Expires: 05/18/2025

## AGREEMENT FOR FINISH AND ROUGH MOWING SERVICES

The **City of Sherman, Texas**, a home-rule municipality ("City"), and Lee's Lawn Care, a Texas corporation ("Contractor"), hereby enter into this Agreement for finish and rough mowing services ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City issued a Request for Proposal, attached hereto as Exhibit A and incorporated herein for all purposes ("Bid Request"), seeking competitive sealed bids for finish and rough mowing services for the City; and

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

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

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

1. Scope of Services.
   Contractor shall provide the services and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.
   The initial term of the Agreement shall be for a period of six (6) months, commencing on the Effective Date (hereinafter defined) of this Agreement ("Initial Term"). City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each (each a "Renewal Term") on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
   In exchange for Contractor's performance of the Services in accordance with the Agreement Document, City agrees to pay Contractor on the basis defined by and in the amounts set forth in the Submittal ("Contractor's Fee").

   City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or

documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the 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.

4. Agreement Documents.

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

A. This Agreement;

B. The Request for Proposal, attached hereto as Exhibit A;

C. The Submittal, attached hereto as Exhibit B;

D. City's Insurance Requirements, attached hereto as Exhibit C;

E. Affidavit of No Prohibited Interested, attached hereto as Exhibit D; and

F. Conflict of Interest Questionnaire, attached hereto as Exhibit E.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or

supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

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

7. No Prohibited Interest; Vendor Disclosure.

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

8. 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.

9. 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.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations

and policies, Contractor shall immediately notify City in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

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

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without 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.

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

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

14. No Waiver of Immunity.

The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
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 the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

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

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

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

21. 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.

22. Indemnity.
The parties agree that the indemnity provision set forth in Section 8 herein is conspicuous and the parties have read and understood the same.

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

If to Contractor, to: Lee's Lawn Care,
Attn: Yolanda Williford
Address: 1507 N Binkley St
Sherman, TX 75092
Telephone: 903
Facsimile: (903) 267-6139
Email: Leewilliford79@yahoo.com

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

With a copy to:

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

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

25. Independent Contractor.
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.

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

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

28. Reference to City.
When referring to "City" herein, 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.

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

30. 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.

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

**CITY OF SHERMAN, TEXAS,**
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

**ATTEST:**

_____
Linda Ashby, City Clerk

Lee's Lawn Care
a Texas corporation

By: Yolanda Williford
Printed Name: Yolanda Williford
Title: CEO
Date: 4-18-2024

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Robby Hefton**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the City Manager and duly authorized representative for the **City of Sherman, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202_.

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

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared Yolanda Williford, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the Owner (title) and duly authorized representative for, a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of APRIL, 2024.

NOTARY PUBLIC STATE OF TEXAS
DANNA HARRY
Notary ID #134149429
My Commission Expires
January 17, 2027

Danna Harry
Notary Public in and for the State of Texas
My Commission Expires: January 17th, 2027

## AGREEMENT FOR FINISH AND ROUGH MOWING SERVICES

The **City of Sherman, Texas**, a home-rule municipality ("City"), and The Camp Cutters, a Texas corporation ("Contractor"), hereby enter into this Agreement for finish and rough mowing services ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City issued a Request for Proposal, attached hereto as Exhibit A and incorporated herein for all purposes ("Bid Request"), seeking competitive sealed bids for finish and rough mowing services for the City; and

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

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

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

1. Scope of Services.
Contractor shall provide the services and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.
The initial term of the Agreement shall be for a period of six (6) months, commencing on the Effective Date (hereinafter defined) of this Agreement ("Initial Term"). City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each (each a "Renewal Term") on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
In exchange for Contractor's performance of the Services in accordance with the Agreement Document, City agrees to pay Contractor on the basis defined by and in the amounts set forth in the Submittal ("Contractor's Fee").

City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or

documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the 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.

4. Agreement Documents.

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

A. This Agreement;

B. The Request for Proposal, attached hereto as Exhibit A;

C. The Submittal, attached hereto as Exhibit B;

D. City's Insurance Requirements, attached hereto as Exhibit C;

E. Affidavit of No Prohibited Interested, attached hereto as Exhibit D; and

F. Conflict of Interest Questionnaire, attached hereto as Exhibit E.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or

supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

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

7. No Prohibited Interest; Vendor Disclosure.

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

8. 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.**

9. 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.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations

and policies, Contractor shall immediately notify City in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

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

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without 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.

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

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

14. No Waiver of Immunity.

The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
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 the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

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

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

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

21. 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.

22. Indemnity.
The parties agree that the indemnity provision set forth in Section 8 herein is conspicuous and the parties have read and understood the same.

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

If to Contractor, to: The Camp - Cutters
Attn: Andre Luper
Address: 503 N. Travis
Sherman TX. 75090
Telephone: 903-647-2774/903-819-9668
Facsimile:
Email: thecampsports@gmail.com

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

With a copy to:

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

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

25. Independent Contractor.
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.

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

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

28. Reference to City.
When referring to "City" herein, 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.

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

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Robby Hefton**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the City Manager and duly authorized representative for the **City of Sherman, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

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

STATE OF TEXAS §
§
COUNTY OF Grayson §

BEFORE ME, the undersigned authority, on this day personally appeared Andre Luper, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the owner (title) and duly authorized representative for, a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 03 day of April, 2024.

DANIELLE SUTHERLAND
Notary ID #12160715
My Commission Expires
November 15, 2024

Notary Public in and for the State of Texas
My Commission Expires: 11/15/2024 11/15/24

30. 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.

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

**CITY OF SHERMAN, TEXAS,**
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

**ATTEST:**

_____
Linda Ashby, City Clerk

The Camp-Cutlers
a Texas corporation

By: _____
Printed Name: Andee Luper
Title: owner
Date: 4/23/2024

## AGREEMENT FOR FINISH AND ROUGH MOWING SERVICES

The **City of Sherman, Texas**, a home-rule municipality ("City"), and TGW Land Service, a Texas corporation ("Contractor"), hereby enter into this Agreement for finish and rough mowing services ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City issued a Request for Proposal, attached hereto as Exhibit A and incorporated herein for all purposes ("Bid Request"), seeking competitive sealed bids for finish and rough mowing services for the City; and

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

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

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

1. Scope of Services.
Contractor shall provide the services and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.
The initial term of the Agreement shall be for a period of six (6) months, commencing on the Effective Date (hereinafter defined) of this Agreement ("Initial Term"). City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each (each a "Renewal Term") on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
In exchange for Contractor's performance of the Services in accordance with the Agreement Document, City agrees to pay Contractor on the basis defined by and in the amounts set forth in the Submittal ("Contractor's Fee").

City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or

documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the 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.

4. Agreement Documents.

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

A. This Agreement;

B. The Request for Proposal, attached hereto as Exhibit A;

C. The Submittal, attached hereto as Exhibit B;

D. City's Insurance Requirements, attached hereto as Exhibit C;

E. Affidavit of No Prohibited Interested, attached hereto as Exhibit D; and

F. Conflict of Interest Questionnaire, attached hereto as Exhibit E.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or

supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

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

7. No Prohibited Interest; Vendor Disclosure.

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

8. 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**

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10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations

and policies, Contractor shall immediately notify City in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

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

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without 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.

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

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

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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.

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

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This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

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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 the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

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

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

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

21. 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.

22. Indemnity.
The parties agree that the indemnity provision set forth in Section 8 herein is conspicuous and the parties have read and understood the same.

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

If to Contractor, to: TGW LAND SERVICE
Attn: BLAKE GOODE
Address: 10236 FM 274
RAVENNA, TX 75476
Telephone: (978) 604-4915
Facsimile:
Email: BLAKE GOODE @ YAHOO.COM

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

With a copy to:

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

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

25. Independent Contractor.
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.

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

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

28. Reference to City:
When referring to "City" herein, 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.

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

30. 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.

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

**CITY OF SHERMAN, TEXAS,**
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

**ATTEST:**

_____
Linda Ashby, City Clerk

Blake Goode Welding + Construction
~~a Texas corporation~~

By: _____
Printed Name: Blake Goode
Title: Owner
Date: 4/22/24

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Robby Hefton**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the City Manager and duly authorized representative for the **City of Sherman, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202_.

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

STATE OF TEXAS §
§
COUNTY OF Fannin §

BEFORE ME, the undersigned authority, on this day personally appeared Blake Goode known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the Owner (title) and duly authorized representative for, a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of April, 2024.

STUART WILLIAM HALL
Notary Public, State of Texas
Comm. Expires 01-15-2027
Notary ID 131854812

_____
Notary Public in and for the State of Texas
My Commission Expires: 01-15-2027

## AGREEMENT FOR FINISH AND ROUGH MOWING SERVICES

The **City of Sherman, Texas**, a home-rule municipality ("City"), and Chris Stephens, a Texas corporation ("Contractor"), hereby enter into this Agreement for finish and rough mowing services ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City issued a Request for Proposal, attached hereto as Exhibit A and incorporated herein for all purposes ("Bid Request"), seeking competitive sealed bids for finish and rough mowing services for the City; and

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

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

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

1. Scope of Services.
   Contractor shall provide the services and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.
   The initial term of the Agreement shall be for a period of six (6) months, commencing on the Effective Date (hereinafter defined) of this Agreement ("Initial Term"). City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each (each a "Renewal Term") on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
   In exchange for Contractor's performance of the Services in accordance with the Agreement Document, City agrees to pay Contractor on the basis defined by and in the amounts set forth in the Submittal ("Contractor's Fee").

   City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or

documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the 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.

4. Agreement Documents.

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

A. This Agreement;

B. The Request for Proposal, attached hereto as Exhibit A;

C. The Submittal, attached hereto as Exhibit B;

D. City's Insurance Requirements, attached hereto as Exhibit C;

E. Affidavit of No Prohibited Interested, attached hereto as Exhibit D; and

F. Conflict of Interest Questionnaire, attached hereto as Exhibit E.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or

supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

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

7. No Prohibited Interest; Vendor Disclosure.

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

8. 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.**

9. 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.

10. Compliance with Laws; Standard of Care.
Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations

and policies, Contractor shall immediately notify City in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

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

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without 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.

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

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

14. No Waiver of Immunity.

The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
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 the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

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

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

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

21. 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.

22. Indemnity.
The parties agree that the indemnity provision set forth in Section 8 herein is conspicuous and the parties have read and understood the same.

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

If to Contractor, to: Chris Stephens
Attn: Chris
Address: 697 Brady Rd

Telephone: 903-271-5318
Facsimile:
Email: Chris_Stephens78@yahoo.com

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

With a copy to:

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

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

25. Independent Contractor.
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.

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

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

28. Reference to City.
When referring to "City" herein, 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.

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

30. 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.

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

**CITY OF SHERMAN, TEXAS,**
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

**ATTEST:**

_____
Linda Ashby, City Clerk

Perfection Landscape
a Texas corporation

By: _____
Printed Name: Chris Stephens
Title: Owner
Date: 4-22-24

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Robby Hefton**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the City Manager and duly authorized representative for the **City of Sherman, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202_.

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

STATE OF TEXAS §
§
COUNTY OF Grayson §

BEFORE ME, the undersigned authority, on this day personally appeared Chris Stephens known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the owner (title) and duly authorized representative for, a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of April, 2024.

_____
Notary Public in and for the State of Texas
My Commission Expires: July 13, 2025

KAREN MCFARLIN
Notary ID #12363159
My Commission Expires
July 13, 2025

## AGREEMENT FOR FINISH AND ROUGH MOWING SERVICES

The **City of Sherman, Texas**, a home-rule municipality ("City"), and Lost Pines Landscaping LLC, a Texas corporation ("Contractor"), hereby enter into this Agreement for finish and rough mowing services ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City issued a Request for Proposal, attached hereto as Exhibit A and incorporated herein for all purposes ("Bid Request"), seeking competitive sealed bids for finish and rough mowing services for the City; and

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

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

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

1. Scope of Services.
   Contractor shall provide the services and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.
   The initial term of the Agreement shall be for a period of six (6) months, commencing on the Effective Date (hereinafter defined) of this Agreement ("Initial Term"). City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each (each a "Renewal Term") on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
   In exchange for Contractor's performance of the Services in accordance with the Agreement Document, City agrees to pay Contractor on the basis defined by and in the amounts set forth in the Submittal ("Contractor's Fee").

   City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or

documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the 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.

4. Agreement Documents.

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

A. This Agreement;

B. The Request for Proposal, attached hereto as Exhibit A;

C. The Submittal, attached hereto as Exhibit B;

D. City's Insurance Requirements, attached hereto as Exhibit C;

E. Affidavit of No Prohibited Interested, attached hereto as Exhibit D; and

F. Conflict of Interest Questionnaire, attached hereto as Exhibit E.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or

supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

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

7. No Prohibited Interest; Vendor Disclosure.

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

8. 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.

9. 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.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations

and policies, Contractor shall immediately notify City in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

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

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without 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.

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

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

14. No Waiver of Immunity.

The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
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 the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

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

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

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

21. 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.

22. Indemnity.
The parties agree that the indemnity provision set forth in Section 8 herein is conspicuous and the parties have read and understood the same.

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

If to Contractor, to: Lost Pines Landscaping, LLC
Attn: Blair Jowell
Address: 181 Golf Walk Circle
Denison, Texas 75020
Telephone: (903)271-2536
Facsimile:
Email: bjowell22@gmail.com

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

With a copy to:

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

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

25. Independent Contractor.
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.

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

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

28. Reference to City.
When referring to "City" herein, 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.

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

30. 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.

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

**CITY OF SHERMAN, TEXAS,**
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

**ATTEST:**

_____
Linda Ashby, City Clerk

Lost Pines Landscaping, LLC
a Texas corporation

By: Russell & Blair Jowell
Printed Name: Russell Jowell & Blair Jowell
Title: Owners
Date: May 15, 2024

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Robby Hefton**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the City Manager and duly authorized representative for the **City of Sherman, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202_.

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

STATE OF TEXAS §
§
COUNTY OF Grayson §

BEFORE ME, the undersigned authority, on this day personally appeared Russell Jowell & Blair Jowell known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the Owners (title) and duly authorized representative for, a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15 day of May, 2024.

Linda Mitchell
Notary Public in and for the State of Texas
My Commission Expires: March 9, 2025

NOTARY PUBLIC STATE OF TEXAS
ANDREA MITCHELL
Notary ID #132961838
My Commission Expires
March 9, 2025

## AGREEMENT FOR FINISH AND ROUGH MOWING SERVICES

The **City of Sherman, Texas**, a home-rule municipality ("City"), and Van Boatright, a Texas corporation ("Contractor"), hereby enter into this Agreement for finish and rough mowing services ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City issued a Request for Proposal, attached hereto as Exhibit A and incorporated herein for all purposes ("Bid Request"), seeking competitive sealed bids for finish and rough mowing services for the City; and

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

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

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

1. Scope of Services.
Contractor shall provide the services and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.
The initial term of the Agreement shall be for a period of six (6) months, commencing on the Effective Date (hereinafter defined) of this Agreement ("Initial Term"). City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each (each a "Renewal Term") on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
In exchange for Contractor's performance of the Services in accordance with the Agreement Document, City agrees to pay Contractor on the basis defined by and in the amounts set forth in the Submittal ("Contractor's Fee").

City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or

documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the 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.

4. Agreement Documents.

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

A. This Agreement;

B. The Request for Proposal, attached hereto as Exhibit A;

C. The Submittal, attached hereto as Exhibit B;

D. City's Insurance Requirements, attached hereto as Exhibit C;

E. Affidavit of No Prohibited Interested, attached hereto as Exhibit D; and

F. Conflict of Interest Questionnaire, attached hereto as Exhibit E.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or

supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

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

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

8. 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**

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Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations

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

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without 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.

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

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

14. No Waiver of Immunity.

The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
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 the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

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

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

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

21. 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.

22. Indemnity.
The parties agree that the indemnity provision set forth in Section 8 herein is conspicuous and the parties have read and understood the same.

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

If to Contractor, to:
Van Boatright
Attn: Van Boatright
Address: 5198 Dripping Springs Rd
Sherman, Texas 75090
Telephone: 903-744-4261
Facsimile: N/A
Email: boaty2122@yahoo.comN

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

With a copy to:

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

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

25. Independent Contractor.
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.

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

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

28. Reference to City.
When referring to "City" herein, 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.

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

30. 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.

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

**CITY OF SHERMAN, TEXAS,**
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

**ATTEST:**

_____
Linda Ashby, City Clerk

Van Boatright
_____
a Texas corporation S P

By: _____
Printed Name: Van Boatright
Title: Owner
Date: 4 19 24

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Robby Hefton**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the City Manager and duly authorized representative for the **City of Sherman, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202_.

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

STATE OF TEXAS §
§
COUNTY OF Grayson §

BEFORE ME, the undersigned authority, on this day personally appeared Van Boatright known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the owner (title) and duly authorized representative for, a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of April, 2024.

JOHNA MARCELL BOATRIGHT
My Notary ID # 124357141
Expires March 1, 2025

John M Boatright
Notary Public in and for the State of Texas
My Commission Expires: 3/1/2025

# 2023-2024 Mowing

| MAP # | LOCATIONS | Contractor |
|---|---|---|
| | **3 TIMES A MONTH** | |
| 1 | Airport - | Lost Pines |
| 2 | Center St. Underpass | Perfection Landscape |
| 3 | Lamar St. Underpass | Perfection Landscape |
| 4 | Houston St. Underpass | Perfection Landscape |
| 5 | Hwy 75 & 82 ROW | TGW Land Service |
| 6 | Park St. Underpass | Perfection Landscape |
| 7 | Travis St. Underpass | Perfection Landscape |
| 8 | Houston / Lamar Frontage Road | Lost Pines |
| 9 | Washington St underpass and Island | Perfection Landscape |
| 10 | 75 - Intersection at Sheppard Drive (east and west sides) | Lees Lawn Care |
| 11 | W. Travis - ROW & Medians from 75 to 1417 Minus Flower Beds | TGW Land Service |
| 12 | Grand Ave. Medians | Lost Pines |
| 13 | Cherry @75 - ROW | Perfection Landscape |
| 14 | Moore St. ROW 1417 To Park St | TGW Land Service |
| 15 | 4200 Block of Texoma Parkway - Triangle between KTEN & Parkway | Lost Pines |
| 15 | Texoma Parkway median (Hard Edge / Weedeat curbs) | Lost Pines |
| 16 | FM 1417 and Redbud - FINISH MOW | Lost Pines |
| 17 | FM 1417 ROW Washington St to HWY 82 & Sidewalk Areas | Lost Pines |
| 18 | 1417 - Intersection at Houston (east & west side) | Lost Pines |
| 19 | 1417 - Traffic island from 56/Houston to Washington | Lost Pines |
| | **2 TIMES A MONTH** | |
| 20 | Lamberth @ 75 ROW | TGW Land Service |
| 21 | N. Loy Lake @ 75 Turnabout and Traffic Island across from Graham | TGW Land Service |

| | | |
|---|---|---|
| 22 | 75 - ROW Intersection W. Fern to W. Pecan | Lees Lawn Care |
| 23 | W. Steadman - ROW at 75 | Perfection Landscape |
| 24 | 1417 - Intersection at Dorchester | Lost Pines |
| 25 | 1417 - Intersection at Farmington | Lost Pines |
| 26 | 1417 - Intersection at Quail Run from 1417 to Del Mar | Lost Pines |
| 27 | Brookstone @ 1417 - Both sides of intersection | Lost Pines |
| 28 | Steeplechase - ROW Intersection at 1417 | Lost Pines |
| 29 | S. Travis St ROW | Lost Pines |
| 30 | Dewey Ave. / Ida Rd Intersection | TGW Land Service |
| 31 | N. Travis - ROW at 82 - All Sides | TGW Land Service |
| 32 | N Loy Lake and 82 ROW at Popeye's | TGW Land Service |
| 33 | Masters - E. Peyton St. North to tree line | Lees Lawn Care |
| 34 | Loy Lake south of Simmons Bank - RR ROW(Taylor St. RR ROW) | Van Boatright |
| 35 | Fallon Dr. ROW | Lees Lawn Care |
| 36 | Pecan Grove ROW | Lees Lawn Care |
| 37 | Frisco Rd. ROW | The Camp Cutters |
| 38 | Lamberth Rd and bridge | Van Boatright |
| 39 | Gallagher Rd. ROW & N. Luther Knox Dr. | Lees Lawn Care |
| 40 | 1100 block N. Throckmorton - Richards & Throckmorton | Van Boatright |
| 41 | Throckmorton St. Dead End Lot | Van Boatright |
| 42 | 800 block of East Sycamore adjacent to RR property | Van Boatright |
| 43 | ROW at King and at Wells | Lees Lawn Care |
| 44 | Ross St. ROW | Van Boatright |
| | **ROUGH MOW** | |
| 45 | HWY 75 ( FM 691 TO FM 902) | Presley Land MGMT |

| | | |
|---|---|---|
| **46** | **75 - Merge triangle traffic island at S/W Travis** | Lost Pines |
| **47** | **FM 1417 ( HWY 56 TO HWY 11)** | Lost Pines |
| **48** | **HWY 82 ( HWY 289 TO FM 1417)** | Presley Land MGMT |
| **49** | **IDA Rd. ROW** | Van Boatright |
| **50** | **Travis St. ROW** | Lost Pines |
| **51** | **Arizona St. ROW** | The Camp Cutters |
| **52** | **First St. ROW (including mow back at all intersections)** | Lost Pines |
| **53** | **N. East from Houston to Pecan - RR ROW** | Van Boatright |
| **54** | **N. East St. North of Texoma PRKWY** | Van Boatright |

# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Regular Meeting** Agenda Item No. H.12.

**Meeting Date:** 5/20/2024

**Prepared By:** Amber Doan, Engineering Coordinator

**Approved By:** Robby Hefton, City Manager

**Caption:**

**** RESOLUTION NO. 7311***

Authorizing the Execution of an Encroachment Agreement with Carlos Contreras for the Encroachment of an Existing Building within 20-foot Utility Easement Established in Vol. 662, Page 379, Deed Records, Grayson County, Texas.

**Issue:**

To consider executing an encroachment agreement relating to an existing 20-foot Utility Easement established in Volume 662, Page 379, Deed Records, Grayson County, Texas, being locally known as 4511 Cox Street.

**Background:**

Carlos Contreras is the property owner of 4511 Cox Street. A Variance was approved by the Board of Adjustment on April 16, 2024 for an existing accessory structure located in the rear of the property. This structure also encroaches into an existing Utility Easement. An Encroachment Agreement will be necessary for this structure to remain in its current location.

**Origination:**

Carlos Contreras, Property Owner

**Financial Consideration:**

None.

**Staff Recommendation:**

City staff has no objections to the proposed encroachment and, upon receiving approval from franchise utilities, it is recommended that the encroachment be executed.

**Alternatives:**

As may be directed by the City Council.

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**Attachments:**

1. Resolution No. 7311
2. Partially Signed Encroach Agmt_05062024
3. 4511 Cox Street-Encroachment Easement Request
4. Location Map

**RESOLUTION NO. 7311**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT TO CARLOS CONTRERAS FOR THE ENCROACHMENT OF AN EXISTING BUILDING WITHIN 20-FOOT UTILITY EASEMENT ESTABLISHED IN VOLUME 662, PAGE 379, DEED RECORDS, GRAYSON COUNTY, TEXAS, LOCALLY KNOWN AS 4511 COX STREET IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an encroachment agreement for the encroachment for an existing building within the 20-foot utility easement established in Volume 662, Page 379, Deed Records, Grayson County, Texas, locally known as 4511 Cox Street in the City of Sherman, as shown on the Exhibit "A" attached hereto and incorporated herein for all purposes.

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

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TX** on this the 20th day of May 2024.

**CITY OF SHERMAN, TEXAS**

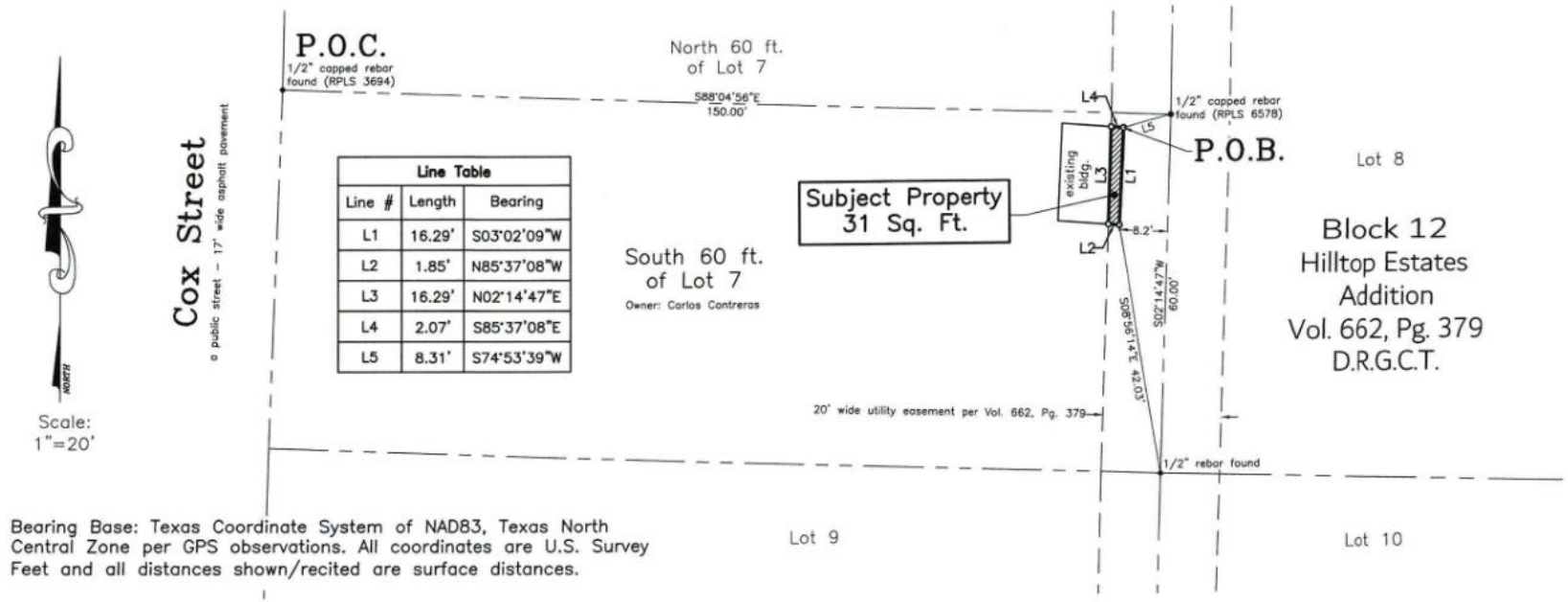
**BY:** _____
**DAVID PLYLER, MAYOR**

**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**




| Line Table | | |
|---|---|---|
| Line # | Length | Bearing |
| L1 | 16.29' | S03°02'09"W |
| L2 | 1.85' | N85°37'08"W |
| L3 | 16.29' | N02°14'47"E |
| L4 | 2.07' | S85°37'08"E |
| L5 | 8.31' | S74°53'39"W |

Bearing Base: Texas Coordinate System of NAD83, Texas North Central Zone per GPS observations. All coordinates are U.S. Survey Feet and all distances shown/recited are surface distances.

# Encroachment Easement/Agreement:

over and across Lot 7, Block 12, Hilltop Estates Addition referenced hereon

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and is a true and correct representation of the property shown hereon to the best of my knowledge and belief. See Field Notes attached herewith.

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

Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: April 26, 2024

Job No. AGS570424

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

P:\Land Projects R2\4511 Cox Street\Civil 3D\Encroachment Easement.dwg Layout: Legal-Landscape Plot Date Apr 26 24 Time: 10:36 AM

# *Helvey-Wagner Surveying, Inc.*

222 West Main Street · Denison, Texas 75020
Ph: (903) 463-6191 · Email: kate@helveywagnersurvey.net
Texas Board of Engineers and Land Surveyors Firm Registration No. 10088100
*Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578*


## ENCROACHMENT EASEMENT/AGREEMENT
## 31 SQUARE FEET

**SITUATED** in the City of Sherman, County of Grayson, State of Texas, being a part of the John Hendrix Survey, Abstract No. 503 and being a part of Lot 7, Block 12, Hilltop Estates Addition to Grayson County, Texas as per plat of record in Volume 662, Page 379, Deed Records, Grayson County, Texas and being more particularly described by metes and bounds as follows, to-wit:

**COMMENCING** at a ½ inch capped rebar found (RPLS 3694) at the Northwest corner of the tract of land known as the South 60 ft. of said Lot 7 and the Southwest corner of the tract of land known as the North 60 ft. of said Lot 7, lying in the East line of Cox Street, a public street;

**THENCE** South 88 deg. 04 min. 56 sec. East, with the common property line, over and across said Lot 7, a distance of 150.00 ft. to a ½ inch capped rebar found, stamped "RPLS 6578" at the Southeast corner of the tract of land known as the North 60 ft. of Lot 7 and the Northeast corner of the tract of land known as the South 60 ft. of said Lot 7, lying in the West line of Lot 8, said Block 12, Hilltop Estates Addition;

**THENCE** South 74 deg. 53 min. 39 sec. West, over and across said Lot 7, a distance of 8.31 ft. to the Northeast corner of both an existing building and the herein described tract, being the **TRUE POINT OF BEGINNING**;

**THECNCE** South 03 deg. 02 min. 09 sec. West, over and across said Lot 7, along the East line of the existing building, a distance of 16.29 ft. to the Southeast corner of both the existing building and the herein described tract, ***SAID*** point bears South 08 deg. 56 min. 14 sec. East, 42.03 ft. to a ½ inch rebar found at the Southeast corner of said Lot 7;

**THENCE** North 85 deg. 37 min. 08 sec. West, continuing over and across said Lot 7, along the South line of the existing building, a distance of 1.85 ft.to the Southwest corner of the herein described tract, lying in the West line of a 20 ft. wide utility easement as per said Vol. 662, Pg. 379;

**THENCE** North 02 deg. 14 min. 47 sec. East, continuing over and across said Lot 7, with the West line of said 20 ft. utility easement, a distance of 16.29 ft. to the Northwest corner of the herein described tract;

**THENCE** South 85 deg. 37 min. 08 sec. East, continuing over and across said Lot 7, with the North line of the existing building, a distance of 2.07 ft. to the **PLACE OF BEGINNING** and containing **31 SQUARE FEET** of land.



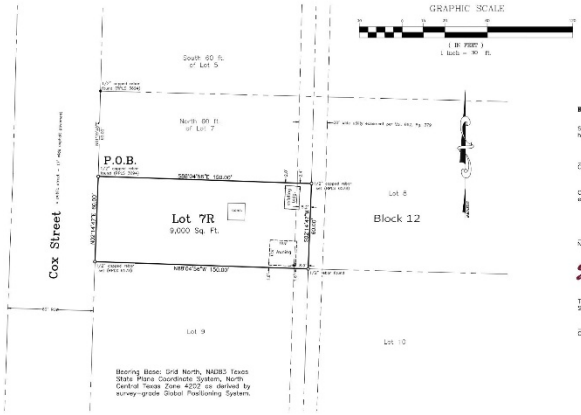

Kate A. Wagner, R.P.L.S. No. 6578
April 26, 2024

### *Vicinity map*
*(not to scale)*




### *General Notes:*

1. Water Supply to be provided by City of Sherman.
2. Sewer service to be provided by City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any platting creeks or drainage channels traversing along or across this addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat hereon lies within a Zone "X" (areas determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0290 G, Revised Date: September 1, 2021.
8. Neither the City or Sherman nor the undersigned surveyor will be responsible for any damages, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.




## LEGAL DESCRIPTION

**SITUATED** in the City of Sherman, County of Grayson, State of Texas, being a part of the John Hendrix Survey, Abstract No. 503, being the South 60 ft. of Lot 7, Block 12 of Hilltop Estates Addition to Grayson County, Texas as per plat of record in Volume 682, Page 379, Deed Records, Grayson County, Texas and being more particularly described by metes and bounds as follows, to-wit:

**BEGINNING** at a 1/2 inch capped rebar found (RPLS 3694) lying in the East line of Cox Street, a public street, and the West line of said Lot 7, at the Southwest corner of the property known as the North 60 ft. of said Lot 7, Block 12 and the Northwest corner of the herein described tract, FROM which a ½ inch capped rebar found (RPLS 3694) at the Northwest corner of said Lot 7 bears North 01 deg. 29 min. 40 sec. East, 60.00 ft.;

**THENCE** South 88 deg. 04 min. 56 sec. East, over and across said Lot 7, a distance of 150.00 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" in the West line of Lot 8, said Block 12, at the Southeast corner of what is known as the North 60 ft. of Lot 7 and the Northeast corner of the herein described tract;

**THENCE** South 02 deg. 14 min. 47 sec. West, with the East line of said Lot 7 and the West line of said Lot 8, a distance of 60.00 ft. to a 1/2 inch rebar found at the Southwest corner of said Lot 8, the Northwest corner of Lot 10, said Block 12, the Northeast corner of Lot 9, said Block 12 and the Southeast corner of both said Lot 7 and the herein described tract;

**THENCE** North 88 deg. 04 min. 56 sec. West, with the North line of said Lot 9 and the South line of said Lot 7, a distance of 150.00 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" in the East line of said Cox Street, at the Northwest corner of said Lot 9 and the Southwest corner of both said Lot 7 and the herein described tract;

**THENCE** North 02 deg. 14 min. 47 sec. East, with the East line of said Cox Street and the West line of said Lot 7, a distance of 60.00 ft. to the **PLACE OF BEGINNING** and containing **7,000 SQUARE FEET and/or 0.207 ACRES** of land.

**KNOW ALL MEN BY THESE PRESENTS:**

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

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

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

Preliminary Plat, for Inspection Purposes Only. In No Way Official or Approved for Record Purposes.

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT** I, Carlos J. Contreras, sole owner of Replat of the South 60 ft. of Lot 7, Block 12, Hilltop Estates Addition to the City of Sherman, Texas, do hereby dedicate the streets, easements, alleys, rights-of-way, parks, school sites and other public places shown hereon to the public use forever.

Carlos J. Contreras

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

Given under my hand and seal of office this _____ day of _____, 2024.

Notary Public, Grayson County, Texas

This, the Preliminary plat of Replat of the South 60 ft. of Lot 7, Block 12, Hilltop Estates Addition to the City of Sherman, Texas, is hereby approved this _____ day of _____, 2024, by the Planning and Zoning Commission of the City of Sherman, Texas.

Chairman Secretary

**Preliminary Replat**
**Lot 7R, Block 12**

# Replat of South 60' of Lot 7, Block 12 Hilltop Estates Addition

**to**
**City of Sherman**
**Grayson County, Texas**
**0.207 Acres**
**in the**
**John Hendrix Survey**
**Abstract No. 503**

Job No. CGS230124

Helvey-Wagner Surveying, Inc.
222 N. Main St., Denison, Texas 75020
Phone (903) 465-6101
Email: kole@helveysurveying.net
TBPELS Firm Registration No. 10088100

Owner:
Carlos Contreras
17 Ridgeview Dr.
Sherman, Texas 75090

P:\Land Projects\CGS\17 Cox Street\Dwg\230417 Cox Street Dwg Layout, Plot Plot Date: Jan 19 24 Time: 10:50 AM

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return to:
City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

# ENCROACHMENT AND LICENSE AGREEMENT

THIS ENCROACHMENT AND LICENSE AGREEMENT ("Agreement") is made and entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality ("City"), and CARLOS CONTRERAS ("Licensee"). City and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City and any Franchise Utility Company (each a "Franchisee") have existing rights in certain real property by virtue of that certain Plat of the Hilltop Estates Addition ("Plat"), filed in Volume 662, Page 379, Deed Records, Grayson County, Texas. The Plat, which more particularly describes and depicts a 20-foot Utility Easement ("Property"), is incorporated herein by reference for all purposes; and

WHEREAS, Licensee desires to operate, repair and maintain an existing structure ("Encroaching Facility"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference for all purposes, within the boundaries of the Property; and

WHEREAS, in exchange for the consideration set forth below, City has agreed to grant a license to permit the encroachment of the Encroaching Facility on the Property subject to the terms and conditions of this Agreement and provided that Licensee first complies with the City's ordinances relating to the construction and use of the Encroaching Facility.

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

1. 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.

2. Location of Encroaching Facility. City hereby grants a nonexclusive license to Licensee, authorizing Licensee to, at its own cost and expense, maintain and repair the Encroaching Facility within that portion of the Property as generally depicted

and described in Exhibit A, subject to the terms and conditions of this Agreement. Any modification, alteration, expansion or addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City. In particular, Licensee shall not modify the Encroaching Facility in any manner that results in the Encroaching Facility: (a) occupying more space within the Property than as approved by this Agreement; (b) extending further into the Property than as approved by this Agreement; or (c) changing the Encroaching Facility's location within the Property to be outside the area approved by this Agreement. Licensee shall ensure that Licensee and any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility abide by the terms and conditions set forth herein and any permit governing the Encroaching Facility. Licensee shall, at its own cost and expense, provide a copy of this Agreement to any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility. Notwithstanding anything to the contrary herein, nothing in this Agreement shall be deemed to waive any applicable requirement of the City's ordinances or regulations applicable to the Encroaching Facility, and Licensee shall be responsible for obtaining a permit, if required under the City's ordinance, prior to any construction on the Encroaching Facility.

3. Restrictions on Use of Property. In using the Property for the purposes described herein, Licensee shall, at its own cost and expense, comply with all applicable laws, rules, regulations and requirements, as they exist, may be amended or in the future arising, including but not limited to, City's ordinances, and shall promptly execute and fulfill all orders and requirements imposed by City or other governmental authorities for the correction, prevention and abatement of nuisances or Code violations in, on or connected with the Encroaching Facility. At the conclusion of any work in connection with the Encroaching Facility, Licensee shall ensure that any third party and/or contractor of Licensee engaged in such work shall remove all debris and other materials from the Property and restore the same to substantially the same condition it was in prior to the commencement of the work thereon or in proximity thereto, with the exception of the encroachment permitted herein. Licensee shall ensure that any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility does not, and shall not itself, place trash dumpsters, toxic or hazardous substances or flammable material in or on the Property. Additionally, Licensee shall not place in or on the Property any other improvements unless approved in advance in writing by City. Any modification, alteration, expansion or other addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City.

4. Maintenance of Encroaching Facility. Licensee shall, at Licensee's sole cost and expense, maintain the Encroaching Facility in good condition and repair. City will not, under any circumstance, be responsible for any costs, whatsoever, of construction, reconstruction, operation, maintenance, repair or removal of the Encroaching Facility. If City notifies Licensee of any deficiencies in any such maintenance, repair or removal of the Encroaching Facility, Licensee shall make the

necessary repairs within the earlier of (a) thirty (30) days after the date of such notice or the (b) another date as determined by City and Licensee in writing. If City notifies Licensee of any deficiencies in any such maintenance, repair or removal of the Encroaching Facility, and Licensee shall thereafter fail to complete such maintenance, repair or removal within the required time period, then City may require Licensee to promptly remove the Encroaching Facility or contract, at Licensee's sole cost and expense, for the maintenance, repair or removal of the Encroaching Facility.

5. Removal of Encroaching Facility. City and any Franchisee are entitled to remove all or a portion of the Encroaching Facility as reasonably necessary to construct, reconstruct, maintain or repair public improvements within the affected Property. City or Franchisee will notify Licensee of any intent to remove all, or a portion, of the Encroaching Facility, and upon receiving such notice, Licensee shall ensure that the requested removal is made within the earlier of (a) thirty (30) days after the date of such notice or (b) another date as determined by City and Licensee in writing. If City or Franchisee notifies Licensee of its intent to remove all, or a portion, of the Encroaching Facility, and Licensee shall thereafter fail to complete the removal within the required time period, then City or Franchisee may require Licensee to promptly remove the Encroaching Facility. Notwithstanding anything to the contrary herein, if the removal is necessitated by an emergency, no notice is required. If so removed, City or Franchisee has no obligation to replace the affected portions of the Encroaching Facility upon completion of such work.

6. Risk and Liability. Licensee assumes all risks and liability resulting or arising from or relating to Licensee's use of the Property, the Encroaching Facility, the existing condition or location of the Property or the existing state of maintenance, repair or operation of the Property. Licensee agrees and acknowledges that City or Franchisee shall not be liable, whatsoever, for any damage to the Encroaching Facility as a result of City's or Franchisee's use or enjoyment of the rights provided it in the Property. Any City and/or Franchisee property or infrastructure damaged or destroyed by Licensee or its agents, employees, representatives, invitees, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, shall be repaired or replaced by City or Franchisee at Licensee's sole cost and expense and payment is due immediately upon Licensee's receipt of an invoice from City or Franchisee.

7. **INDEMNIFICATION. LICENSEE AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND ANY OTHER THIRD PARTIES FOR WHOM CITY IS LEGALLY RESPONSIBLE, AS WELL AS EACH FRANCHISEE, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, AND ANY OTHER THIRD PARTIES FROM WHOM FRANCHISE IS LEGALLY RESPONSIBLE FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS,**

**AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), LOSSES, DEMANDS, EXPENSES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), OR OTHER HARM ARISING OUT OF, OR OCCASIONED BY, ANY NEGLIGENCE, GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, WHETHER BY ACT OR OMISSION, OF ANY LICENSEE OR ITS AGENTS, REPRESENTATIVES, EMPLOYEES, SEPARATE CONTRACTORS AND/OR SUBCONTRACTORS AND/OR THIRD PARTIES FOR WHOM EACH SUCH LICENSEE IS LEGALLY RESPONSIBLE, REGARDLESS OF ANY JOINT OR CONCURRENT NEGLIGENCE OF CITY OR FRANCHISEE.**

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

**THE PROVISIONS OF THIS SECTION 7 ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON, ENTITY OR THIRD PARTY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION 7 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.**

8. **No "Permit." NOTHING CONTAINED IN THIS AGREEMENT SHALL CONSTITUTE A "PERMIT" AS DEFINED IN CHAPTER 245, TEX. LOC.**

**GOV'T CODE, AND NOTHING IN THIS AGREEMENT SHALL BE CONSIDERED TO PROVIDE THE CITY WITH FAIR NOTICE OF A PROJECT. LICENSEE WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEX. LOC. GOV'T CODE BASED ON THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

9. Default/Remedies. If Licensee, its employees, agents, representatives, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, defaults under any of the terms and conditions of this Agreement and such default continues for a period of five (5) days after City or Franchisee notifies Licensee of such default in writing, City or Franchisee may, at its sole election and in addition to any other remedies it may exercise, terminate this Agreement, and upon such termination, all of Licensee's rights hereunder shall cease and terminate. This Agreement shall also terminate upon Licensee's abandonment of the Encroaching Facility.

10. Miscellaneous Provisions.

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

If to City, addressed to it at:
City of Sherman
Attention: Wayne E. Lee, P.E., CFM, Director of Engineering
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
Email: rpittman@abernathy-law.com

If to Licensee, addressed to it at:
Carlos Contreras
17 Ridgeview Drive
Sherman, TX 75090

b. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.

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

d. 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 signature will also be deemed to constitute an original if properly executed and delivered to the other party.

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

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

g. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

h. No Third Party Beneficiaries. The parties do not intend that this Agreement be construed as creating 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.

i. Indemnification. The parties agree that the indemnity provisions set forth in Section 7 herein are conspicuous, and the parties have read and understood the same.

j. 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.

k. Immunity. The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

l. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the parties. 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 either 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.

[*Signature page follows.*]

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

**CITY:**

**CITY OF SHERMAN, TEXAS,**
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

**LICENSEE:**

**CARLOS CONTRERAS**

By: _____
Carlos Contreras
Date: 5/6/24

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared Robby Hefton, known to me to be the person whose name is subscribed to the foregoing instrument; he acknowledged to me that he is the city manager and duly authorized representative of the CITY OF SHERMAN, TEXAS, a Texas home-rule municipality, and that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the CITY OF SHERMAN, TEXAS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

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

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

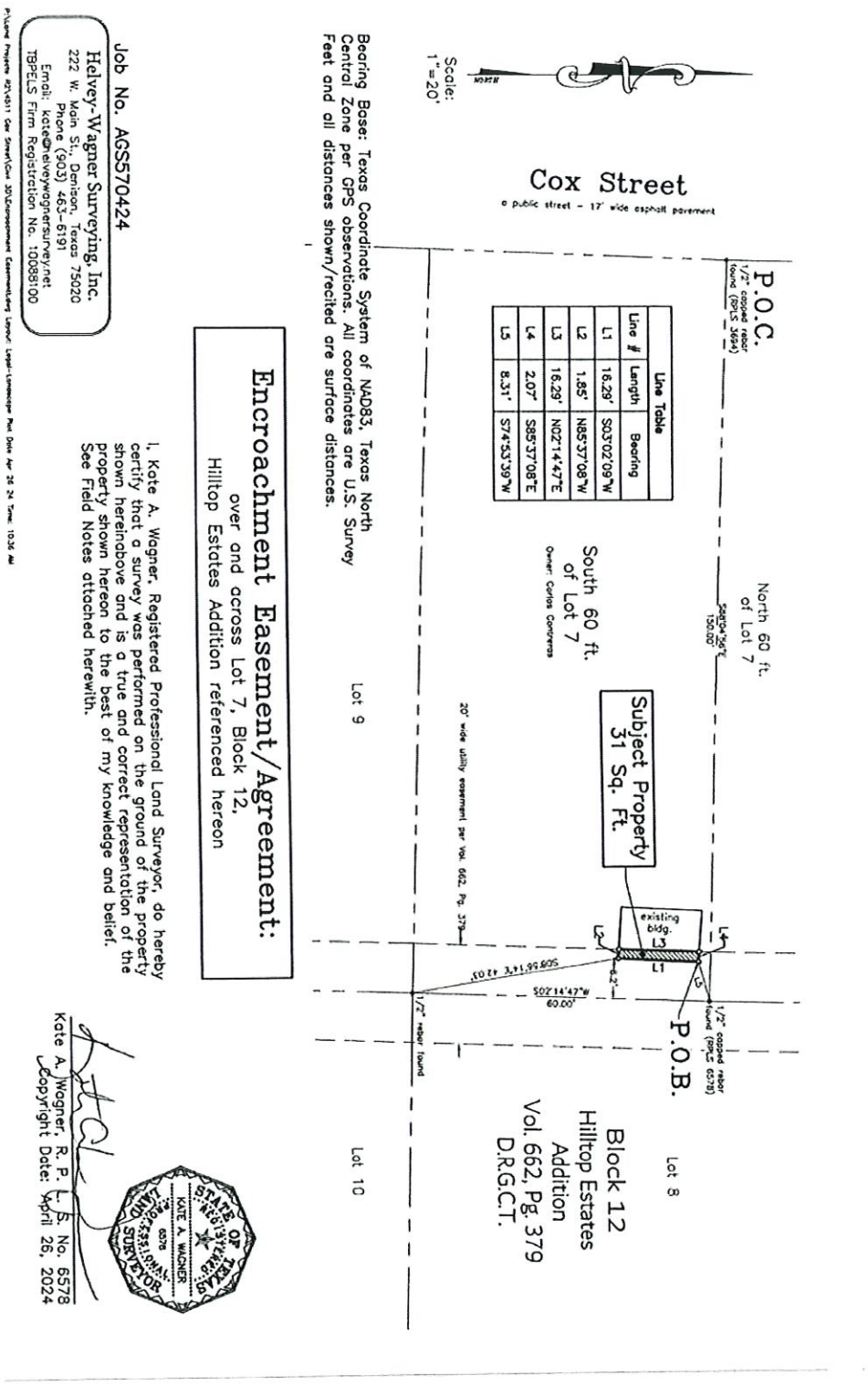
BEFORE ME, the undersigned authority, on this day personally appeared Carlos Contreras known to me to be the person whose name is subscribed to the foregoing instrument, and that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6 day of May 6, 2024

_____
Notary Public in and for the State of Texas
My Commission Expires: 01/13/2025

KAREN I LOYA
Notary Public, State of Texas
Comm. Expires 01/13/2025
Notary ID 13286813-7

# EXHIBIT A


Cox Street
a public street - 17' wide asphalt pavement
P.O.C.
1/2" capped rebar found (RPLS 5694)
North 60 ft. of Lot 7
S89°54'26"E 150.00'
Line Table
Line # | Length | Bearing
L1 | 16.29' | S03°02'09"W
L2 | 1.85' | N85°37'08"W
L3 | 16.29' | N02°14'47"E
L4 | 2.07' | S85°37'08"E
L5 | 8.31' | S74°53'39"W
South 60 ft. of Lot 7
Owner: Carlos Contreras
Subject Property 31 Sq. Ft.
existing bldg.
20' wide utility easement per Vol. 662, Pg. 379
S89°55'14"E 42.02'
S02°14'47"W 60.00'
1/2" rebar found
1/2" capped rebar found (RPLS 6578)
P.O.B.
Lot 9
Lot 10
Lot 8
Block 12
Hilltop Estates Addition
Vol. 662, Pg. 379
D.R.G.C.T.
Scale: 1"=20'
Bearing Base: Texas Coordinate System of NAD83, Texas North Central Zone per GPS observations. All coordinates are U.S. Survey Feet and all distances shown/recited are surface distances.
Encroachment Easement/Agreement:
over and across Lot 7, Block 12,
Hilltop Estates Addition referenced hereon
I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and is a true and correct representation of the property shown hereon to the best of my knowledge and belief. See Field Notes attached herewith.
Job No. AGS570424
Helvey-Wagner Surveying, Inc.
222 W. Main St. Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10008100
STATE OF TEXAS
KATE A. WAGNER
6578
REGISTERED PROFESSIONAL LAND SURVEYOR
Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: April 26, 2024

# *Helvey-Wagner Surveying, Inc.*

222 West Main Street · Denison, Texas 75020
Ph: (903) 463-6191 · Email: kate@helveywagnersurvey.net
Texas Board of Engineers and Land Surveyors Firm Registration No. 10088100
*Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578*


## ENCROACHMENT EASEMENT/AGREEMENT
## 31 SQUARE FEET

**SITUATED** in the City of Sherman, County of Grayson, State of Texas, being a part of the John Hendrix Survey, Abstract No. 503 and being a part of Lot 7, Block 12, Hilltop Estates Addition to Grayson County, Texas as per plat of record in Volume 662, Page 379, Deed Records, Grayson County, Texas and being more particularly described by metes and bounds as follows, to-wit:

**COMMENCING** at a ½ inch capped rebar found (RPLS 3694) at the Northwest corner of the tract of land known as the South 60 ft. of said Lot 7 and the Southwest corner of the tract of land known as the North 60 ft. of said Lot 7, lying in the East line of Cox Street, a public street;

**THENCE** South 88 deg. 04 min. 56 sec. East, with the common property line, over and across said Lot 7, a distance of 150.00 ft. to a ½ inch capped rebar found, stamped "RPLS 6578" at the Southeast corner of the tract of land known as the North 60 ft. of Lot 7 and the Northeast corner of the tract of land known as the South 60 ft. of said Lot 7, lying in the West line of Lot 8, said Block 12, Hilltop Estates Addition;

**THENCE** South 74 deg. 53 min. 39 sec. West, over and across said Lot 7, a distance of 8.31 ft. to the Northeast corner of both an existing building and the herein described tract, being the **TRUE POINT OF BEGINNING;**

**THECNCE** South 03 deg. 02 min. 09 sec. West, over and across said Lot 7, along the East line of the existing building, a distance of 16.29 ft. to the Southeast corner of both the existing building and the herein described tract, ***SAID*** point bears South 08 deg. 56 min. 14 sec. East, 42.03 ft. to a ½ inch rebar found at the Southeast corner of said Lot 7;

**THENCE** North 85 deg. 37 min. 08 sec. West, continuing over and across said Lot 7, along the South line of the existing building, a distance of 1.85 ft.to the Southwest corner of the herein described tract, lying in the West line of a 20 ft. wide utility easement as per said Vol. 662, Pg. 379;

**THENCE** North 02 deg. 14 min. 47 sec. East, continuing over and across said Lot 7, with the West line of said 20 ft. utility easement, a distance of 16.29 ft. to the Northwest corner of the herein described tract;

**THENCE** South 85 deg. 37 min. 08 sec. East, continuing over and across said Lot 7, with the North line of the existing building, a distance of 2.07 ft. to the **PLACE OF BEGINNING** and containing **31 SQUARE FEET** of land.




Kate A. Wagner, R.P.L.S. No. 6578
April 26, 2024

April 26, 2024

City of Sherman
Engineering Department
220 W Mulberry Street
Sherman, Texas 75090
Via email: engineering@cityofsherman.com

Ref: 4511 Cox Street, Sherman, Texas; Contreras Addition, a replat of part of Lot 7, Block 12, Hilltop Estates Addition, Grayson County, Texas; Property ID 154395

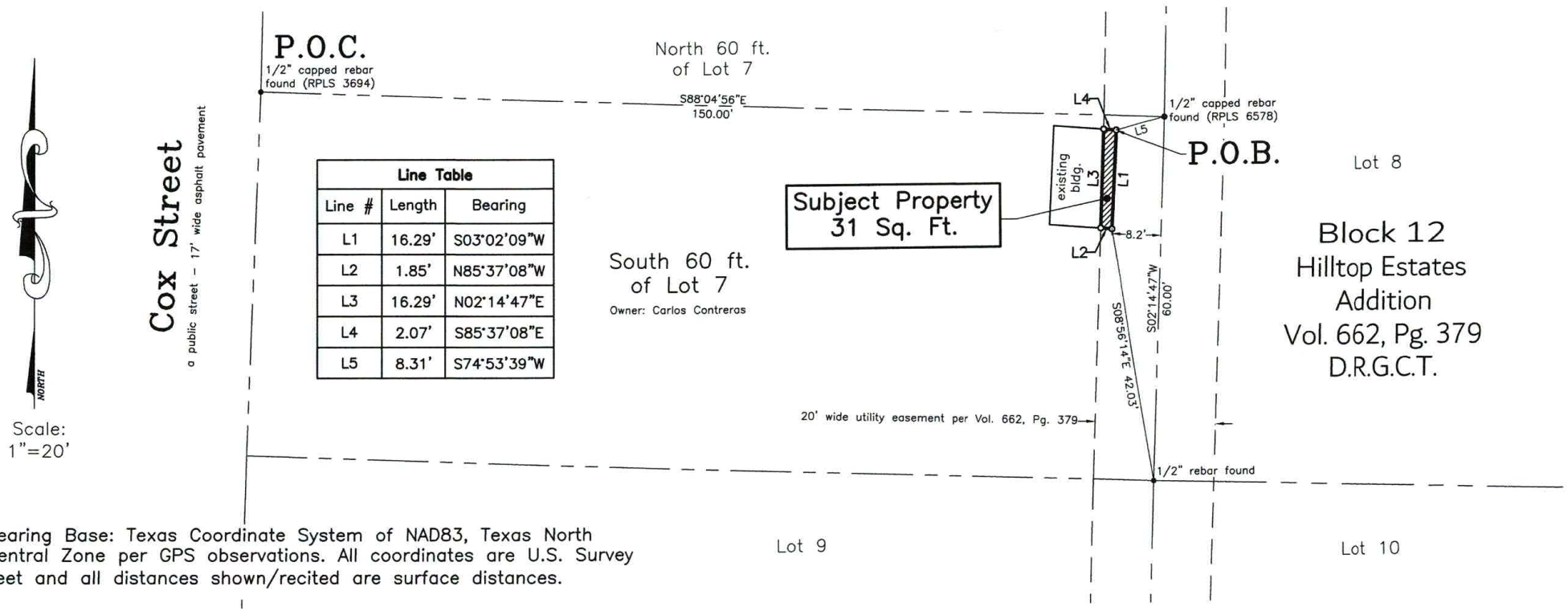
To whom it may concern:

I am requesting you to consider approving an encroachment agreement for an existing building located on the herein above property, in which a portion lies within the limits of a 20 ft. wide platted utility easement. I am asking for this as part of the approval process to have a plat filed to build a new residential home on this property. The area for this encroachment agreement is 31 square feet of land and the existing building encroaches, at the further point, 2.07 ft. into the existing platted easement. A drawing is attached showing the dimensions and area of this request. I appreciate your time in consideration of my request.

Regards,

Carlos Contreras

Property Owner:
Carlos Contreras
17 Ridgeview Drive
Sherman, Texas 75090




Bearing Base: Texas Coordinate System of NAD83, Texas North Central Zone per GPS observations. All coordinates are U.S. Survey Feet and all distances shown/recited are surface distances.

# Encroachment Easement/Agreement:

over and across Lot 7, Block 12,
Hilltop Estates Addition referenced hereon

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and is a true and correct representation of the property shown hereon to the best of my knowledge and belief. See Field Notes attached herewith.

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

Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: April 26, 2024

Job No. AGS570424

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

P:\Land Projects R2\4511 Cox Street\Civil 3D\Encroachment Easementt.dwg Layout: Legal-Landscape Plot Date Apr 26 24 Time: 10:36 AM

# *Helvey-Wagner Surveying, Inc.*

222 West Main Street · Denison, Texas 75020
Ph: (903) 463-6191 · Email: kate@helveywagnersurvey.net
Texas Board of Engineers and Land Surveyors Firm Registration No. 10088100
*Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578*


## ENCROACHMENT EASEMENT/AGREEMENT
## 31 SQUARE FEET

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**THENCE** South 88 deg. 04 min. 56 sec. East, with the common property line, over and across said Lot 7, a distance of 150.00 ft. to a ½ inch capped rebar found, stamped "RPLS 6578" at the Southeast corner of the tract of land known as the North 60 ft. of Lot 7 and the Northeast corner of the tract of land known as the South 60 ft. of said Lot 7, lying in the West line of Lot 8, said Block 12, Hilltop Estates Addition;

**THENCE** South 74 deg. 53 min. 39 sec. West, over and across said Lot 7, a distance of 8.31 ft. to the Northeast corner of both an existing building and the herein described tract, being the **TRUE POINT OF BEGINNING**;

**THECNCE** South 03 deg. 02 min. 09 sec. West, over and across said Lot 7, along the East line of the existing building, a distance of 16.29 ft. to the Southeast corner of both the existing building and the herein described tract, ***SAID*** point bears South 08 deg. 56 min. 14 sec. East, 42.03 ft. to a ½ inch rebar found at the Southeast corner of said Lot 7;

**THENCE** North 85 deg. 37 min. 08 sec. West, continuing over and across said Lot 7, along the South line of the existing building, a distance of 1.85 ft.to the Southwest corner of the herein described tract, lying in the West line of a 20 ft. wide utility easement as per said Vol. 662, Pg. 379;

**THENCE** North 02 deg. 14 min. 47 sec. East, continuing over and across said Lot 7, with the West line of said 20 ft. utility easement, a distance of 16.29 ft. to the Northwest corner of the herein described tract;

**THENCE** South 85 deg. 37 min. 08 sec. East, continuing over and across said Lot 7, with the North line of the existing building, a distance of 2.07 ft. to the **PLACE OF BEGINNING** and containing **31 SQUARE FEET** of land.




Kate A. Wagner, R.P.L.S. No. 6578
April 26, 2024

# 4511 Cox Street




0 100 200 400 Feet

NORTH

# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Regular Meeting** Agenda Item No. H.13.

**Meeting Date:** 5/20/2024

**Prepared By:** Jason Jeffcoat, Police Chief

**Approved By:** Robby Hefton, City Manager

**Caption:**

**** RESOLUTION NO. 7312***

Authorizing Purchase of New Xybix Workstations (All Equipment and Electrical) for Sherman Police Department Emergency Communications Center through Government Cooperative Pricing

**Issue:**

Seeking approval to purchase Communication Center consoles through cooperative pricing to be reimbursed by a CSEC Proposition 8 Disbursement Grant.

**Background:**

The Sherman Police Department plans to purchase the new consoles to replace the outdated consoles brought over from the old Police Department.

**Origination:**

Sherman Police Department

**Financial Consideration:**

Total cost of this purchase is $187,438.52. All costs associated with this purchase will be reimbursed by the CSEC Proposition 8 Disbursement Grant.

**Staff Recommendation:**

Staff recommends purchase.

**Alternatives:**

As directed by council.

---

**Attachments:**

1. Resolution No. 7312
2. Xybix Quote 34381
3. Layout -Specs

**RESOLUTION NO. 7312**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF NEW XYBIX WORKSTATIONS FOR SHERMAN POLICE DEPARTMENT EMERGENCY COMMUNICATION CENTER THROUGH GOVERNMENT COOPERATIVE PRICING; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

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

**SECTION 1.** That the City Manager be and is hereby authorized and directed to purchase new workstations for the Sherma Police Department at a total price of One Hundred Eighty-Seven Thousand Four Hundred Thirty-Eight dollars and Eighty-Two cents ($187,438.52). Any agreements related to the purchase must be approved by the City Attorney

**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 COUNICL OF THE CITY OF SHERMAN, TX** on this the 20th day of May 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**

Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
JamieA

# Quote

**Quote Number: 34381**

| | |
|---|---|
| **Quote Date:** | **5/3/2024** |
| **Revision:** | **C** |
| **Orig Create Date:** | **4/11/2024** |
| **Expires:** | **8/1/2024** |
| **Opp #:** | **0029654** |

**Terms:** 1% 20 Days, NET 30 Days



**QUOTE TO:**
Acct: SHEPOLSHTX

Sherman Police Department
Accounts Payable Dept
PO Box 1106
Sherman TX 75091-1106

Phone:
Email:

**SHIP TO:**
Sherman Police Department
2600 W Travis Street
Sherman, TX 75092
USA

Salesperson: KAYLA BUTLER
Phone: (214) 727-1681
Email: kaylab@xybix.com

*HGAC*
*Contract #: EC07-23*
*Product Line: Eagle Line w/axys*
*Install Type: Standard w/ Live Cutover*
*Remove & Move to Storage: (6) qty.*
*Tax Exempt*

*05.03.24: R2 - Confirmed finishes and etching - JEA*
*04.23.24: R1 - Revised for preferred layout - JEA*
*04.11.24: R0 - Drawing Creation - JEA*

*REMOVAL OF EXISTING:*
*All equipment and electrical must be removed from the existing workstations prior to removal. Removal is priced to take place during the Installation of the new Xybix workstations.*

| Line | Part Num | Desc | | Qty U/M | List Ea. | Disc. % | Disc. Price | Net Price |
|---|---|---|---|---|---|---|---|---|
| 1.00 | 12343. | Panel System Priced by the Linear Foot:<br>Grade 3 Fabric<br>12343-1-DS - 29-48in - 140.0 LF @ $388.00/LF<br><br>Acrylic<br>16717 - Lit & Blank - 129.0 LF @ 272.00/LF<br>16718 - Lit & Etched - 2.0 LF @ 534.00/LF<br><br>Upper Tiles Fabric Color: TBD Grade 3 G2<br>Lower Tiles Fabric Color: TBD Grade 3 G2<br>Panel Trim Color: Black | 1 | 1.00 EA | $90,476.00 | 50.00 % | $45,238.00 | $45,238.00 |
| 2.00 | 14377-3D. | Adj. Table Worksurface - Corner Dual Surface - 90L x 90R - Cable Management Included | 2 | 6.00 EA | $3,153.00 | 50.00 % | $1,576.50 | $9,459.00 |
| 3.00 | 15702 | L5 Table Base | 3 | 6.00 EA | $9,278.00 | 50.00 % | $4,639.00 | $27,834.00 |
| 4.00 | 16744. | Monitor Mount 3 - Rollervision - Corner Dual Surface - 90L x 90R<br><br>16674 - Std VESA Mount Qty = 6 Total: $2,484.00 - OPEN MARKET | 4 | 6.00 EA | $5,271.00 | 50.00 % | $2,635.50 | $15,813.00 |

Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
JamieA

xybix

**Quote**

**Quote Number: 34381**

| | |
|---|---|
| **Quote Date:** | **5/3/2024** |
| **Revision:** | **C** |
| **Orig Create Date:** | **4/11/2024** |
| **Expires:** | **8/1/2024** |
| **Opp #:** | **0029654** |

**Terms:** 1% 20 Days, NET 30 Days



| Line | Part Num | Desc | | Qty U/M | List Ea. | Disc. % | Disc. Price | Net Price |
|---|---|---|---|---|---|---|---|---|
| 5.00 | 14349 | Cable, Display Port, Male/Male, 25 ft, Black | 5 | 24.00 EA | $124.00 | 50.00 % | $62.00 | $1,488.00 |
| 5.01 | 15095 | Cable, HDMI, Male/Male, 25 ft, Black | 35 | 12.00 EA | $124.00 | 50.00 % | $62.00 | $744.00 |
| 5.02 | 16130-8 | Datadock 2 - Keyboard Snap-In Cable Organizer<br>Includes:<br>8 - USB Ports<br>1 - RJ45 Port | 6 | 6.00 EA | $841.00 | 50.00 % | $420.50 | $2,523.00 |
| 6.00 | 15848 | Grounding Kit Full Station R56 Compliant | 8 | 6.00 EA | $1,665.00 | 50.00 % | $832.50 | $4,995.00 |
| 6.01 | 17005 | Grounding Kit Install Tools | 37 | 1.00 EA | $0.00 | 0.00 % | $0.00 | $0.00 |
| 6.02 | 11792-BLK | Power Bar - 10 Outlet With Black Sticker | 9 | 6.00 EA | $185.00 | 50.00 % | $92.50 | $555.00 |
| 6.03 | 11792-OR | Power Bar - 10 Outlet With Orange Sticker | 10 | 6.00 EA | $185.00 | 50.00 % | $92.50 | $555.00 |
| 6.04 | 14976 | 6 Outlet Power Strip 25' | 7 | 6.00 EA | $196.00 | 50.00 % | $98.00 | $588.00 |
| 7.00 | 16708. | Axys Control System with Fan<br>Base Price: $2,121.00<br>16707AXS - Heat - $675.00<br>16709AXS - Task Lights - $270.00<br>16710AXS - PS Light Controller<br>16711AXS - Footwell Lighting - $259.00<br>16712AXS - Down Bias Lighting - $159.00<br>16713AXS - Arc Lighting - $530.00<br>16771AXS - Axys Status Light 3 HI - $1,812.00 | 11 | 6.00 EA | $5,826.00 | 50.00 % | $2,913.00 | $17,478.00 |
| 7.01 | 15560 | Acrylic Cleaning Kit | 12 | 1.00 EA | $159.00 | 50.00 % | $79.50 | $79.50 |
| 8.00 | 16909 | Shelf, Under Surface, With Power, 1 AC Outlet, 1 USB Charge, 1 USB-C Charge, Metal, Black | 17 | 6.00 EA | $364.00 | 50.00 % | $182.00 | $1,092.00 |
| 10.00 | 12031-3D. | Return Worksurface - 72Wx23.5D | 18 | 1.00 EA | $979.00 | 50.00 % | $489.50 | $489.50 |
| 10.01 | 12033-3D-FT. | Flip Top Return Worksurface - 18Wx36D | 19 | 6.00 EA | $782.00 | 50.00 % | $391.00 | $2,346.00 |
| 10.02 | 12033-3D. | Return Worksurface - 18Wx36D | 20 | 4.00 EA | $782.00 | 50.00 % | $391.00 | $1,564.00 |
| 10.03 | 13094-3D. | Return Worksurface - 30Wx84D | 21 | 2.00 EA | $2,211.00 | 50.00 % | $1,105.50 | $2,211.00 |
| 10.04 | 13094-3D. | Return Worksurface - 36Wx84D - Right Corner | 36 | 1.00 EA | $2,211.00 | 50.00 % | $1,105.50 | $1,105.50 |

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| Line | Part Num | Desc | | Qty U/M | List Ea. | Disc. % | Disc. Price | Net Price |
|---|---|---|---|---|---|---|---|---|
| 10.05 | 13094-3D. | Return Worksurface - 36Wx84D - Left Corner | 41 | 1.00 EA | $2,211.00 | 50.00 % | $1,105.50 | $1,105.50 |
| 11.00 | 16209 | Cable Bridge Corner Angled Left Side | 22 | 3.00 EA | $289.00 | 50.00 % | $144.50 | $433.50 |
| 11.02 | 16210 | Cable Bridge Corner Angled Right Side | 23 | 3.00 EA | $289.00 | 50.00 % | $144.50 | $433.50 |
| 12.00 | 11352-3D. | Drawer Pedestal - Fixed - Single - 18W - 6-6-12 Drawers 18W 22D | 25 | 6.00 EA | $1,548.00 | 50.00 % | $774.00 | $4,644.00 |
| 14.00 | 11668-3D. | Lateral File - 36W2 Drawer 30H | 26 | 2.00 EA | $2,172.00 | 50.00 % | $1,086.00 | $2,172.00 |
| 16.00 | 13678-3D. | Storage Cabinet - UnderWS W/Toekick - 48W, 28H, 13D | 28 | 6.00 EA | $1,744.00 | 50.00 % | $872.00 | $5,232.00 |
| 18.00 | 14329-3D. | Filler Panel | 29 | 12.00 EA | $172.00 | 50.00 % | $86.00 | $1,032.00 |
| 18.01 | 12235 | Bracket, Support, L, 18 in, Black | 30 | 4.00 EA | $57.00 | 50.00 % | $28.50 | $114.00 |
| 18.02 | 16877. | Under Surface Support Bars Priced by Linear Foot: 3.0ft | 31 | 6.00 EA | $150.00 | 50.00 % | $75.00 | $450.00 |
| 19.00 | 10176EXT | Cup Holder - Extended for Eagle | 32 | 6.00 EA | $125.00 | 50.00 % | $62.50 | $375.00 |
| 90.00 | 16139 | Installers Kit Eagle Line | 33 | 6.00 EA | $0.00 | 0.00 % | $0.00 | $0.00 |
| 99.00 | Other | Other Charges & Services | 34 | 1.00 EA | $0.00 | 0.00 % | $0.00 | $0.00 |

**Line (34) - Miscellaneous Charge -**

| | Description | Ext. Price |
|---|---|---|
| 1.) | Freight - Full Truck | 2,541.82 |
| 2.) | Installation | 26,387.70 |
| 3.) | Remove & Move to Storage (6) | 1,500.00 |

| | | | |
|---|---|---|---|
| List Price Total: | $314,018.00 | Lines Total: | $157,009.00 |
| | | Line Miscellaneous Charges Total: | $30,429.52 |
| | | Taxes Total: | $0.00 |
| | | **Quote Total:** | **$187,438.52** |

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**Quote**

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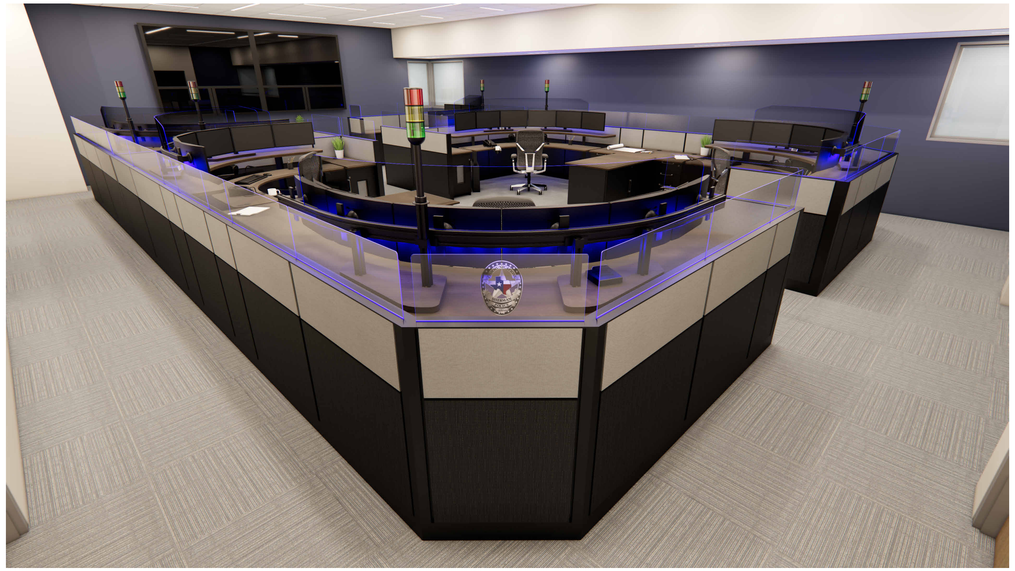


| Line | Part Num | Desc | Qty | U/M | List Ea. | Disc. % | Disc. Price | Net Price |
|---|---|---|---|---|---|---|---|---|

Note 1:
All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

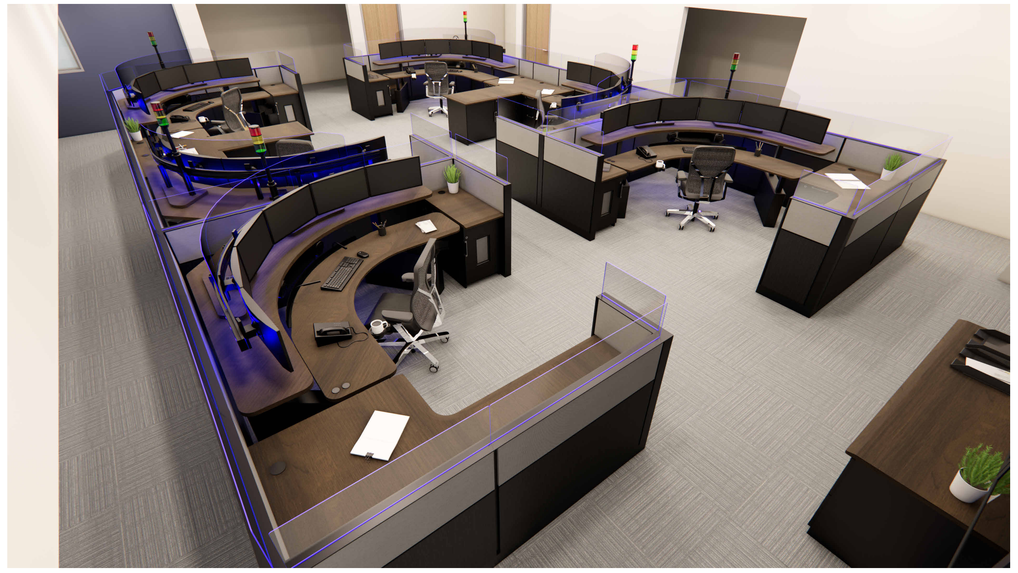
Note 2:
Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of $75 per man hour straight time and $115 per man hour for OT plus subsistence expenses.
Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.









| TABLE OF CONTENTS | |
|---|---|
| PAGE # | PAGE NAME |
| D1.0 | COVER PAGE |
| D2.0 | FLOOR PLAN |
| D6.0 | HOLE LOCATION PLAN |
| D10.0 | FINISH SELECTION |
| D11.0 | CABLE SHEET |

# SHERMAN POLICE DEPARTMENT

SHERMAN, TX 75092

**SIGN OFF APPROVAL:** Furniture orders and product installation shall not proceed until the Client has given approval to these documents. Approval of the Client shall constitute approval of the drawings for contents, scope of work and all dimensions regarded by the Client as being necessary to the use of space, furnishings and equipment. Furniture orders, or product installation authorized by the Client from these documents, shall be interpreted by XYBIX as approval in full to these documents by the Client. Revisions after approval of these documents shall result in additional costs.

Signature:_____ _____ Title:_____ Date:_____


xybix

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Littleton, CO. 80120
1.800.788.2810 F.303.683.5454
www.xybix.com

Sales : Kayla Butler
Email : KaylaB@xybix.com
Designer : Jamie Anderson
Email. : JamieA@xybix.com


SHERMAN POLICE DEPARTMENT - RELACEMENT CONSOLES
2600 W TRAVIS ST
SHERMAN, TX 75092

Opportunity: 0029654
Carpet Opp: N/A
Drawing Name: COVER PAGE
SHEET: D1.0
SCALE: 12" = 1'-0"


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Sign-Off Initials: x_____
REV 2

REVISIONS

| REV | DESCRIPTION | DATE | DESIGNER |
|---|---|---|---|
| 0 | Drawing Creation | 04.11.24 | JEA |
| 1 | Revised for preferred layout | 04.23.24 | JEA |
| 2 | Confirmed finishes and etching | 05.03.24 | JEA |



**Xybix 90"x90" Dual Surface Console**:
Sit to stand adjustment range of 22"-48" AFF, with L5 Table Base

**Axys Control System**
**User Interface controlled through Windows, Andriod, and IOS**
**Fan:** Forced Air Flow
**Heat:** (2) 250w Forced Air Heaters
**Task Light:** (2) Dimmable lights with flexible mounting arm on keyboard surface.
**Panel System Acrylic**
**Footwell Lighting**
**Down Bias Lighting**
**Arc Lighting**
**Status Light:** (3) High with Red, Yellow, Green LED's

**Grounding:** R56

**10"H Lit Acrylic Panel:** Attached to top of panel system

**42"H Panel System:** .55NRC Rated sound absorption

**"Rollervision" Monitor Mounting System:** 10" focal depth adjustment, accommodates the following monitors left to right:
**Bottom Row:** 24", 24", 24", 24", 24", 24"

**18"W Drawer Pedestal:** 6", 6", 12" drawers

**Single Metal Shelf:** Under monitor surface, with grommet & (1) Power-only USB, (1) USB-C and (1) Power Outlet. 19"W x 5 1/4"H x 9"D

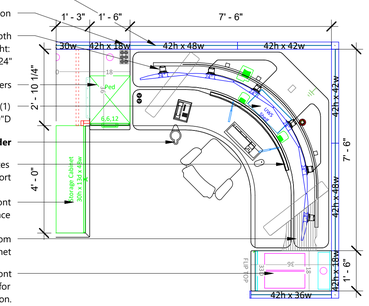
**Swivel Cup Holder**

**Datadock:** Keyboard surface cable organizer, accommodates the following: (8) USB Ports & (1) CAT6 Port

**48"W Storage Cabinet:** Adjustable shelf, lockable front doors, 30" AFF to top side of worksurface

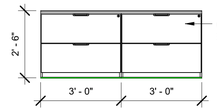
**Cable Management Bridge:** Cable organization from desk to CPU Cabinet

**18"W CPU Cabinet under Flip Top Worksurface:** front locking doors, internal fixed shelf, (2) silent 45 CFM fans for active ventilation.
**CPU's Per Position:**
(2) 7.5"W x 18"H x 18"D




2 TYPICAL - WORKSTATION
3/8" = 1'-0"

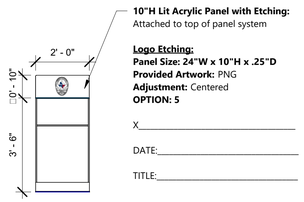





**(2) 36"W Lateral File:** (2) drawers, 30" AFF to top side of worksurface

3 ELEVATION - LATERAL FILES
3/8" = 1'-0"






**10"H Lit Acrylic Panel with Etching:**
Attached to top of panel system

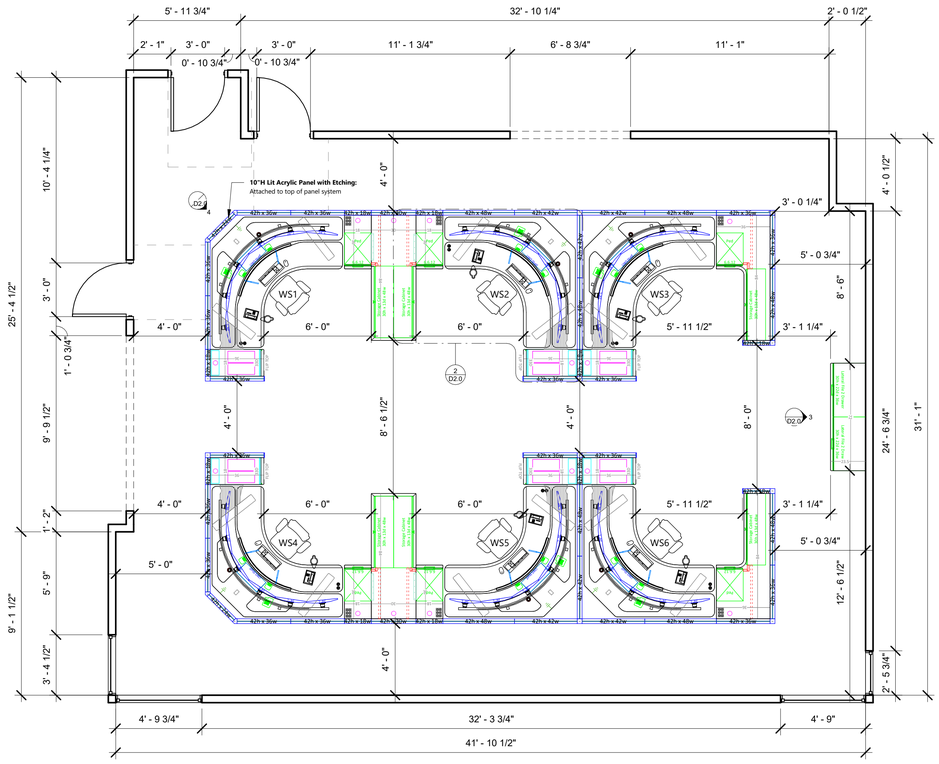
**Logo Etching:**
**Panel Size: 24"W x 10"H x .25"D**
**Provided Artwork:** PNG
**Adjustment:** Centered
**OPTION: 5**

X_____

DATE:_____

TITLE:_____

4 ELEVATION - ETCHED ACRYLIC
3/8" = 1'-0"




CEILING HEIGHT: 10'-0"
POWER/DATA COMING FROM: EXISTING RAISED FLOOR

1 FLOOR PLAN
1/4" = 1'-0"

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SHERMAN POLICE DEPARTMENT - RELACEMENT CONSOLES
2600 W TRAVIS ST
SHERMAN, TX 75092

Opportunity: 0029654
Carpet Opp: N/A
Drawing Name: FLOOR PLAN
SHEET: D2.0
SCALE: As indicated


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Sign-Off Initials: X_____ REV 2

| REVISIONS | | | |
|---|---|---|---|
| REV | DESCRIPTION | DATE | DESIGNER |
| 0 | Drawing Creation | 04.11.24 | JEA |
| 1 | Revised for preferred layout | 04.23.24 | JEA |
| 2 | Confirmed finishes and etching | 05.03.24 | JEA |

| GENERAL ELECTRICAL NOTES | |
|---|---|
| | Comments |
| 1. | Xybix CANNOT recommend the number of circuits or power requirements for your stations. Please consult with an electrical engineer, your architect, local or city electrician for compliance with local electrical codes. |
| 2. | Some radio and phone equipment manufacturers have specific electrical requirements, so consult with them as well. |
| 3. | Most common set up is typically three circuits per station. (2) 20-Amp UPS circuits & (1) 20-Amp non-UPS circuit. Please contact Xybix to discuss other solutions if this is not a feasible. |
| 4. | Non-UPS/Building Power circuit is used for connecting non-critical equipment (MyClimate, adjustable table lifts, task lights, USB charging, etc.). UPS circuits are used for connecting critical equipment (Computers, monitors, radios, or other critical equipment) |
| 5. | (6) outlets for the two UPS circuits and (2) outlets for non-UPS building power circuit is the most common application. If possible, the wires should be fed through a MC conduit to the receptacle box. The MC conduit with extra length coiled under the floor allows for the flexibility to move it in any future layout changes. MC conduit can be run through the panel frame system to be installed in the cpu cabinets. |
| 6. | Another option is to have receptacles in the wall at each station and the Xybix panel system will hide it. When placed at the correct height it will be easy to access. Xybix will plug the power bars into the receptacles. The panel must be tight up against the wall for this method to work. |
| 7. | Xybix will plug into these receptacles using custom made power bars. These have 15-25ft cords and 6 or 10 outlets on each one. Xybix typically supplies 4-6 of these per station, depending on layout and equipment (see "Electrical Diagram" document). Xybix will supply orange and black labels on the power bars to help differentiate between UPS (orange) and building power (black) circuits. Typically, there is one black labeled power bar per station and all others will be labeled orange. |
| 8. | Xybix's standard equipment does not require any specific grounding. We recommend that you contact your radio supplier for grounding requirements. However, Xybix does offer several ways to help ground your stations and to meet any required grounding standards. Xybix offers two levels of grounding to meet your needs; Standard Grounding, and R-56 Grounding. The simpler one (Standard Grounding) grounds the panel frames to a buss bar in the CPU cabinet. The more extensive one (R-56) meets the latest Motorola R-56 grounding standard. This option grounds almost everything that is metal in the station. The project electrician will need to attach the grounding network to the buss bar to complete the attachment to the building ground. |

**HOLE LOCATION**

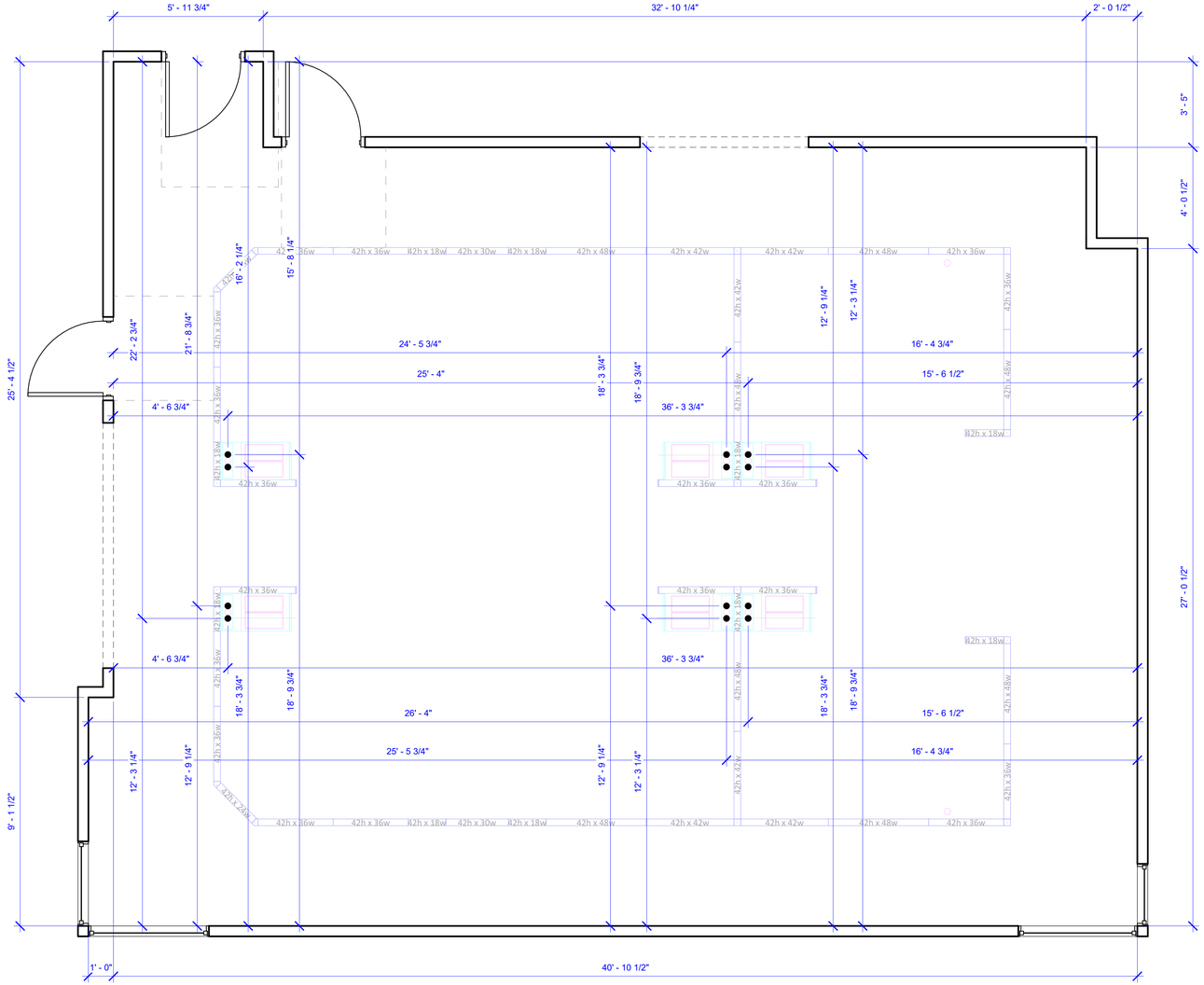
RECOMMENDED: (2) 2"-3" DIAMETER HOLES
PER CPU CABINET 6" APART ON CENTER




ALL WALL DIMENSIONS TO BE VERIFIED PRIOR TO DRILLING HOLES

HOLE LOCATION PLAN LEGEND
3/8" = 1'-0"

DIMENSIONS FOR RAISED FLOOR GRID STARTING LOCATION HAVE NOT BEEN PROVIDED. POWER & DATA HOLES ARE DIMENSIONED FROM WALLS.
HOLE LOCATIONS MUST BE VERIFIED PRIOR TO DRILLING TO ENSURE THERE ARE NO CONFLICTS WITH THE EXISTING/NEW RAISED FLOOR GRID.




1 HOLE LOCATION PLAN
3/8" = 1'-0"

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SHERMAN, TX 75092

Opportunity: 0029654
Carpet Opp: N/A
Drawing Name: HOLE LOCATION PLAN
SHEET: D6.0
SCALE: 3/8" = 1'-0"

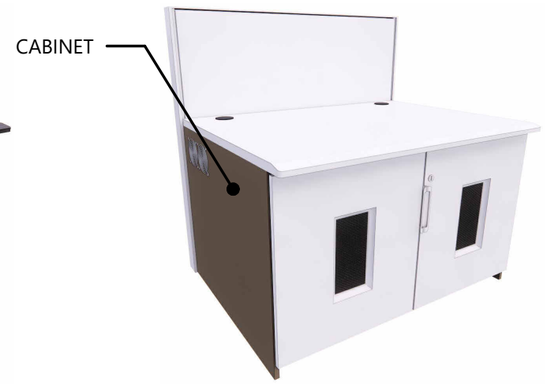

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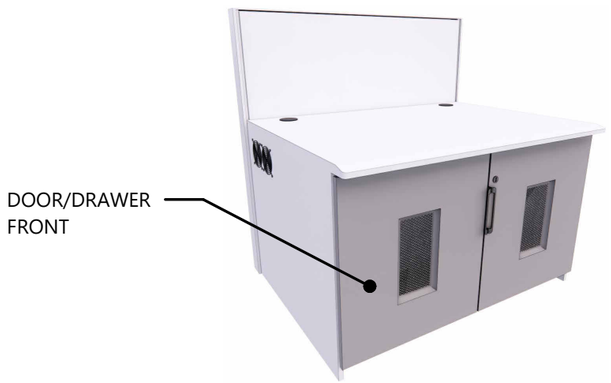

Sign-Off Initials: x_____
REV 2

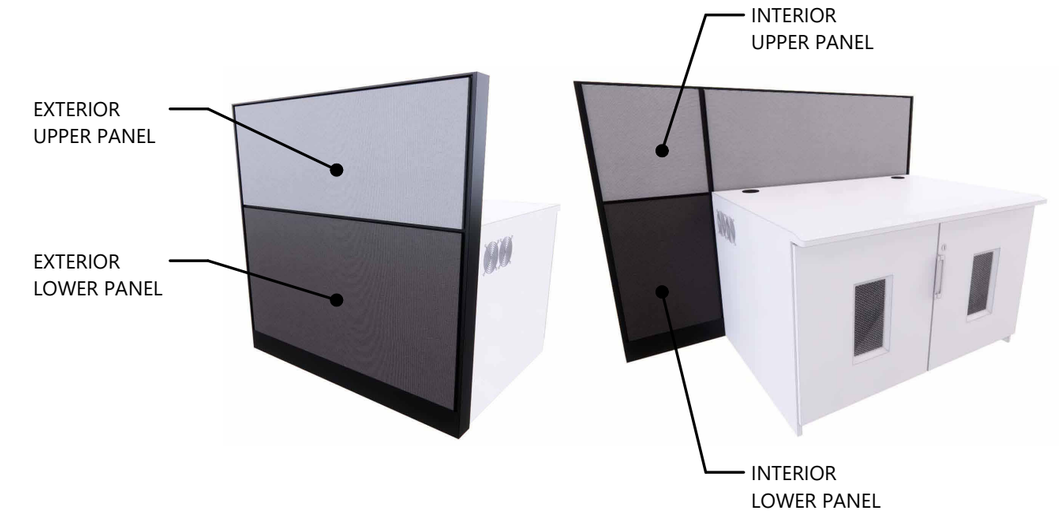
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# FINISH LOCATIONS




# FINISH SELECTIONS

**FINISHES ARE NOT GUARANTEED TO BE AVAILABLE AT TIME OF ORDER DUE TO STOCK OR MANUFACTURER DISCONTINUING PRODUCT WITHOUT NOTICE**

**Panel Trim : Black**
**Interior Upper Panel : CF Stinson Shift Aqueduct 64497**
**Interior Lower Panel : CF Stinson Binary Ink BIN56**
**Exterior Upper Panel : CF Stinson Shift Aqueduct 64497**
**Exterior Lower Panel : CF Stinson Binary Ink BIN56**
**Counter Top : Dackor Riviera Oak, Monaco D101**
**Door & Drawer Front : surf(x) Matte Luxe, Black 536745**
**Cabinet : Panolam Pluswood 90S Black Chamois**
**Edgeband : Panolam Pluswood 90S Black match**
**Handle : Eagle Silver**

| Interior Upper Panel | Exterior Upper Panel | Counter Top | Handle |
|---|---|---|---|
| SHIFT AQUEDUCT | SHIFT AQUEDUCT | RIVIERA OAK MONACO | SILVER |

| Interior Lower Panel | Exterior Lower Panel | Cabinet | Door/Drawer Front |
|---|---|---|---|
| BINARY INK | BINARY INK | BLACK | MATTE LUXE BLACK |

# CARPET SELECTIONS

**Carpet : .N/A**
**Cove Base : .N/A**
**Installation Method : .N/A**

| Carpet | Cove Base | Installation Method |
|---|---|---|
| N/A | N/A | N/A |

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Opportunity: 0029654
Carpet Opp: N/A
Drawing Name: FINISH SELECTION
SHEET: D10.0
SCALE: 3/8" = 1'-0"

NOTE: This design & layout is the property of XYBIX Systems, Inc. & is not to be used in any written manner without express written permission by XYBIX Systems, Inc.

Sign-Off Initials: X_____
REV 2

# CABLE EXTENSIONS **(PER POSITION)**

# POSITION(S) TYPE: WS 1-6

## DUAL SURFACE DATADOCK CABLES (For Keyboard, Mouse and Phone connections)




| CABLE ADAPTOR TYPE |  DUAL USB (2) (Cable Managed to CPU Cabinet) Keyboard & Mouse |  CHARGE ONLY - DUAL USB (2) (Cable Managed to Power Outlet) Cell Phone charging |  CAT6 (Max. 2) (Cable Managed to CPU Cabinet) Phone ONLY not for Networking |
|---|---|---|---|
| QUANTITY | 8 Total | N/A | 1 Total |

***Datadock has (5) additional slots for expansion if more than (8) USB's and (1) CAT6 is needed. Please note that additional cables will be charged separately.***

## KEYBOARD SURFACE CABLES (ONLY applies for Monitor or Touchscreen sitting on Keyboard Surface)

| CABLE TYPE |  VGA Male / Female Extension Standard Connection for monitors. |  DVI-D Male / Female Extension Typical for Hi-Resolution |  DVI-I 10' Max Length Male / Female Extension Typical for Hi-Resolution |  HDMI Male / Male Extension Typical for Hi-Resolution |  Display Port Male / Male Extension Typical for Hi-Resolution |  USB Keyboard & Mouse |  CAT6 Phone ONLY |
|---|---|---|---|---|---|---|---|
| QUANTITY | | | | | | | |

NOT APPLICABLE

## MONITOR SURFACE CABLES

| CABLE TYPE |  VGA Male / Female Extension Standard Connection for monitors. |  DVI-D Male / Female Extension Typical for Hi-Resolution |  DVI-I 10' Max Length Male / Female Extension Typical for Hi-Resolution |  HDMI Male / Male Extension Typical for Hi-Resolution |
|---|---|---|---|---|
| QUANTITY | | | | 2 EA |

| CABLE TYPE |  Display Port Male / Male Extension Typical for Hi-Resolution |  Display Port to Mini Display Port |  USB |  AUDIO Typical for Speakers |
|---|---|---|---|---|
| QUANTITY | 4 EA | | | |

## OPTIONAL ITEMS FOR MONITOR SURFACE (EX: CABLE ADAPTORS, USB'S)

| CABLE ADAPTOR TYPE | _____ TO _____ | _____ TO _____ | _____ | _____ |
|---|---|---|---|---|
| QUANTITY | | | | |

If different cable connector types are required it is your responsibility to contact your Designer or Sales Rep. You agree that any changes to this order following receipt of sign-off drawing and PO may result in additional cost that will be expensed to the client.

Signature: _____ Date: _____


xybix

8207 SouthPark Circle
Littleton, CO. 80120
1.800.788.2810 F.303.683.5454
www.xybix.com

Sales : Kayla Butler
Email : KaylaB@xybix.com
Designer : Jamie Anderson
Email. : JamieA@xybix.com


SHERMAN POLICE DEPARTMENT - RELACEMENT CONSOLES
2600 W TRAVIS ST
SHERMAN, TX 75092

Opportunity: 0029654
Carpet Opp: N/A
Drawing Name: CABLE SHEET

SHEET: D11.0
SCALE:


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Sign-Off Initials: x_____
REV 2

# SHERMAN CITY COUNCIL
## Agenda Communication Form

**City Council Regular Meeting** Agenda Item No. I.1.

**Meeting Date:** 5/20/2024

**Prepared By:** Rob Rae, Developmental Services Director, Wayne Lee, Director of Engineering

**Approved By:** Robby Hefton, City Manager

**Caption:**
**Other Business**
Discussion of Subdivision Ordinance and Engineering Design Standards Manual

**Issue:**
Staff presentation to City Council regarding the proposed changes to the Subdivision Ordinance and the Engineering Design Standards Manual.

**Background:**
On June 9, 2023, City Council approved Resolution No. 7086 executing a professional services agreement with Halff Associates to update the City's subdivision ordinance. This effort was put on hold for approximately 4 months in the fall of 2023 so that Halff Associates could assist staff in creating a new Tree Ordinance.

Following a number of coordination meetings throughout the subdivision ordinance update process, Halff Associates provided city staff with a draft of the subdivision ordinance on February 20, 2024. Staff has since been tasked with reviewing and editing the draft subdivision ordinance. Staff anticipates bringing the final version of the Subdivision Ordinance to Council for approval on June 3rd.

As part of the subdivision ordinance update, engineering staff has been actively working on updating the Engineering Design Standards Manual to coincide with the update of the subdivision ordinance. The Engineering Design Standards Manual provides rules and regulations for the development and construction of public infrastructure in the City of Sherman. When adopted, these standards will provide the regulations for the construction of public infrastructure for new subdivisions and for city roadway and utility projects.

The draft of the Engineering Design Standards Manual has been made public on the City's website since September 2023.

**Origination:**
Development Services
Engineering

**Financial Consideration:**
None

**Staff Recommendation:**
No action at this time

**Alternatives:**
None

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**Attachments:**
None

# 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 |
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| 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 |
|---|---|---|---|---|---|---|
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| 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 |
|---|---|---|---|---|---|---|
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| 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 |
| | |
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