

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
MUNICIPAL BALLROOM
405 N. RUSK ST
SHERMAN, TEXAS
MONDAY, OCTOBER 7, 2024
5:00 PM**

- A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER JUSTON DOBBS**
- A.3. APPROVE MINUTES OF THE JOINT CITY COUNCIL/SHERMAN ECONOMIC DEVELOPMENT CORPORATION CALLED MEETING OF SEPTEMBER 10, 2024, THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 16, 2024, AND THE CALLED CITY COUNCIL MEETING OF SEPTEMBER 23, 2024.**

OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION

Citizen Comments

C.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

D.1. CONSENT AGENDA

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

Public Hearing

E.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6775

Authorizing the Issuance of "CITY OF SHERMAN, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024"; Specifying the Terms and Features of Said Certificates; Providing for the Payment of Said Certificates of Obligation by the Levy of an Ad Valorem Tax Upon All Taxable Property within the City and a Limited Pledge of the Net Revenues from the Operation of the City's Waterworks and Sewer System; Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale and Delivery of Said Certificates, Including the Approval and Execution of a Paying Agent/Registrar Agreement and the Approval and Distribution of an Official Statement; and Providing an Effective Date

E.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6776

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6608, And Granting A Specific Use Permit To Allow A Correctional Or Detention Facility Or Jail In A C-1 (Retail Business) District/Central Business District Overlay Located At 200 South Crockett Street, City Of Sherman, Grayson County, Texas Grayson County, Texas (Owner), Bruce Dawsey (Representative) And Underwood

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Drafting & 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

E.3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6777

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 14 (Zoning Ordinance), Articles 14.06 (Development Procedures), 14.08 (Definitions) And 14.10 (Use Chart); Modifying Certain Existing Regulations And Prescribing New Regulations Relating To The Land Use Of Temporary Concrete Batching Plant; 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

E.4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6778

Adopting a Local Property Tax Exemption for Qualifying Child-care Facilities, as Defined by Texas Tax Code Section 11.36, and Amending Chapter 11 "Taxation" of the Code of Ordinance of the City of Sherman, Texas, by Adding Section 11.02.006 "Child-care Facilities Exemption"

Close Public Hearing and Consider Adoption of Ordinances

F.1. CLOSE PUBLIC HEARING

Consider Adoption of Ordinances 6775, 6776, 6777 & 6778.

F.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6774 (TABLED AT THE SEPTEMBER 16, 2024 CITY COUNCIL MEETING)

Repealing Ordinance No. 6354 and Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land, Consisting Of 438.99 Acres In The John Jennings Survey, Abstract No. 647, And The Uriah Burns Survey, Abstract No. 121, City Of Sherman, Grayson County, Texas, Located In The 3500-4500 Blocks Of North F.M. 1417 (Heritage Parkway) And The 600-1900 Blocks Of West U.S. Highway 82, Heretofore Zoned Planned Development (PD) District; Providing That The Tract Is Rezoned And Placed In The Planned Development (PD) Zoning Classification With Modified Development Standards; Describing The Tract To Be Rezoned; Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Resolutions

G.1. RESOLUTION NO. 7367

Awarding a Bid to and Authorizing Execution of a Contract with Lynn Vessels Construction, LLC Based on an Invitation to Bid for the Heritage Ranch Public Improvements Phase 1

G.2. RESOLUTION NO. 7368

Awarding a Bid to and Authorizing Execution of a Contract with Texana Land & Asphalt Inc. Based on an Invitation to Bid for the Street Maintenance Project - Phase 2

G.3. RESOLUTION NO. 7369

Authorizing the City Manager or His Designee to Execute a Special Warranty Deed and Execute Contract Documents for The Purchase and Acquisition of Real Property from Wattman Holdings LLC Located at 324 North Crockett Street, being 0.1148 Acres in the J.B McAnair Survey, Abstract 763

G.4. * RESOLUTION NO. 7370

Determining a Public Necessity to Acquire Certain Property Interests for Public Use, Dedication for Construction and Expansion of FM 1417 (Heritage Parkway) from SH 56 to West Travis Street, Authorizing the City Manager or His Designee to Execute Right-of-Way Warranty Deeds for the Dedication of Land in Sherman, Grayson County, Texas

- G.5. * RESOLUTION NO. 7371**
Authorizing Execution of a Professional Services Agreement with Wade Trim, Inc. for the US 82 Wastewater Replacement Project
- G.6. * RESOLUTION NO. 7372**
Authorizing Execution of Amendment No. 2 to the Professional Services Agreement with Parkhill, Smith & Cooper, Inc. for the Water System Emergency Backup Power Project
- G.7. * RESOLUTION NO. 7373**
Authorizing Execution of a Professional Services Agreement with Mead & Hunt, Inc. for the North Wastewater Treatment Plant Expansion Study and Preliminary Engineering Feasibility Report
- G.8. * RESOLUTION NO. 7374**
Authorizing the Execution of an Encroachment Agreement with GM Sherman Owner LP for the Encroachment of a Monument Sign within 20-foot Utility Easement Established in Vol. 17, Pages 99 & 100, Plat Records, Grayson County, Texas.
- G.9. * RESOLUTION NO. 7375**
Authorizing the Execution of an Encroachment Agreement with CastleRock Communities LLC for the Encroachment of a Retaining Wall within a 10-foot Utility Easement and Right-of-Way Established in Instrument No. 2023-245, Plat Records, Grayson County, Texas
- G.10. * RESOLUTION NO. 7376**
Authorizing Execution of Amendment No. 1 to the Professional Services Agreement with Halff Associates, Inc. for Right-Of-Way Assistance
- G.11. * RESOLUTION NO. 7377**
Authorizing Execution of a Discretionary Service Agreement with Oncor Electric Delivery Company, LLC for the Extension of Overhead Electric Supply within the Wastewater Treatment Plant for Power to the MBR Plant Expansion
- G.12. * RESOLUTION NO. 7378**
Approval of Grayson Central Appraisal District's Resolution #2024-02 Grayson Central Appraisal District
- G.13. * RESOLUTION NO. 7379**
Authorizing Purchase of a 2025 Chevy Silverado from Sames Motor Company through BuyBoard for the Sherman Fire Department
- G.14. * RESOLUTION NO. 7380**
Authorizing Purchase of A 2025 Chevy Tahoe from Sames Motor Company through BuyBoard for the Sherman Fire Department
- G.15. * RESOLUTION NO. 7381**
Authorizing Purchase of A 2025 Chevy Suburban from Sames Motor Company through BuyBoard for the Sherman Fire Department
- G.16. * RESOLUTION NO. 7382**
Authorizing the Approval of a Contract with Motorola Solutions for Body Cameras, In-Car Video Systems, and Cloud Service
- G.17. * RESOLUTION NO. 7383**

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Authorizing the Purchase of a New U55-5R3A Mini Excavator from Zimmerer Kubota for the Distribution Services Department through Sourcewell.

G.18. * RESOLUTION NO. 7384

Authorizing the Purchase of a New 2024 Ford F-350 Regular Cab from Rush Truck Center for the Distribution Services Department through BuyBoard.

G.19. * RESOLUTION NO. 7385

Authorizing the Purchase of a New 2024 Ford F-350 Crew Cab from Rush Truck Center for the Distribution Services Department through Buyboard

G.20. * RESOLUTION NO. 7386

Authorizing the Purchase of a New 2024 Ford F-250 Regular Cab from Rush Truck Center for the Distribution Services Department through BuyBoard

G.21. * RESOLUTION NO. 7387

Authorizing the Purchase of a New 2024 T480 Kenworth Dump Truck from MHC for the Distribution Services Department through BuyBoard

G.22. * RESOLUTION NO. 7388

Authorizing the Purchase of Three New 2025 Chevy Tahoes from Silsbee Ford, Inc. through TIPS Purchasing Cooperative for the Sherman Police Department.

G.23. * RESOLUTION NO. 7389

Authorizing the Purchase of Vehicle Upfitting from Haloz36 Corp for the Three New 2025 Chevy Tahoes Through TIPS Purchasing Cooperative for the Sherman Police Department

G.24. * RESOLUTION NO. 7390

Authorizing the Purchase of a New Peterbilt 548 Knuckle Truck from Rush Truck Centers - Austin for the Solid Waste Department through Buyboard

G.25. * RESOLUTION NO. 7391

Authorizing the Purchase of a New Freightliner Rear Load Truck from Doggett Freightliner of South Texas LLC - Austin for the Solid Waste Department through the TIPS Purchasing Cooperative

G.26. * RESOLUTION NO. 7392

Authorizing the Purchase of a New 2024 Ford F-450 Regular Cab from Rush Truck for the Distribution Services Department Center through BuyBoard

G.27. * RESOLUTION NO. 7393

Authorizing the Purchase of a New Wilkens Transfer Trailer from Wilkens Industries, Inc. for the Solid Waste Department through the Buyboard

G.28. * RESOLUTION NO. 7394

Authorizing the Purchase of a New Mclaughlin VX50-500 Vacuum Excavator Trailer from Vermeer for the Distribution Services Department through BuyBoard

G.29. * RESOLUTION NO. 7395

Authorizing the Purchase of a New Peterbilt Roll Off Truck from Rush Trucking Center - Austin for the Solid Waste Department through Buyboard

G.30. * RESOLUTION NO. 7396

Authorizing the Purchase of a New Peterbilt Transfer Truck from Rush Trucking Center - Austin for the Solid Waste Department through Buyboard

G.31. * RESOLUTION NO. 7397

Authorizing the Purchase of a New Kenworth Roll Off Truck from MHC Kenworth - Dallas for the Solid Waste Department through Buyboard

G.32. * RESOLUTION NO. 7398

Authorizing Execution of Purchase with SoftwareOne for Annual Renewal of Microsoft Enterprise Agreement for Licenses including Office 365 and SQL Server through TIPS Purchasing Cooperative Contract

G.33. * RESOLUTION NO. 7399

Authorizing Execution of an Agreement with Knight Furniture Co Inc Under the City of Sherman's Downtown Building Improvement Grant Program for Renovations at 108 W Lamar Street

G.34. * RESOLUTION NO. 7400

Authorizing Execution of a Chapter 380 Grant Agreement with Ash & Barrel LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

G.35. * RESOLUTION NO. 7401

Authorizing the Execution of a Contract from SpectrumVoip through Buyboard Buyboard Co-op #498-15 to Provide City Telephone Service using SpectrumVoip Cloud Based Phone System.

Request to Advertise

H.1. *REQUEST TO ADVERTISE

Purchase Multiple Fleet Vehicles for Multiple City Departments

H.2. * REQUEST TO ADVERTISE

Requesting to Advertise for Competitive Bids for the Replacement of the Kidd-Key Conservatory Fountain Located at Kidd-Key Park

Other Business

I.1. OTHER BUSINESS

Receive Semi-Annual Report on the Sherman Cultural District

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.

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

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.

a) Sherman Crossroads Development

b) Project Milwaukee

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. 2024 AND 2025 COUNCIL CALENDARS

Council Calendar

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall (317 S. Travis) of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Friday, October 4, 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 October 4, 2024. City of Sherman, Texas

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

City Clerk

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

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

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

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

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

Mayor

David Plyler

Deputy Mayor

Shawn C. Teamann

Council Members

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

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

STATE OF TEXAS §

September 10, 2024

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Joint Meeting of the Sherman City Council and the Sherman Economic Development Corporation was begun and held in the Sherman Police Department Community Room, on September 10, 2024.

COUNCIL MEMBERS PRESENT: Mayor David Plyler; Deputy Mayor Shawn Teamann.
Council Members Holland, Howeth, Marroquin, Stevenson.

COUNCIL MEMBERS ABSENT: Council Member Dobbs.

SEDCO MEMBERS PRESENT: Scott Bandemir, Vice-Chairman; Jason Brumm, Secretary; Gail Utter; Dr. Al Hambrick; Willie Steele; David Plyler (Ex-Officio); Shawn Teamann (Ex-Officio); Robby Hefton (Ex-Officio); Dr. Thomas O'Neal, Interim Sherman Independent School District Superintendent (Ex-Officio); Jeff Moore, Attorney.

SEDCO MEMBERS ABSENT: Janie Bates, Chairman; Robin Phillips; Juston Dobbs (Ex-Officio).

CITY STAFF PRESENT: Robby Hefton, City Manager; Clint Philpott, Assistant City Manager; Zach Flores, Assistant City Manager; Rob Rae, Director of Development Services; Jason Jeffcoat, Police Chief; Billy Hartsfield, Fire Chief; Mary Lawrence, Chief Financial Officer; Wayne Lee, Director of Engineering; Eric Sandberg, Public Works Manager; Nate Strauch, Community and Support Services Manager; Leah Roberts, Human Resources Director; Justin Eastwood, Parks and Recreation Director; Theresa Hutchinson, Parks and Recreation Manager; Tom Pruitt, Utility Engineer; Sarah McRae, Tourism/Main Street Manager; Jana Walker, Controller; Brett LaBarge, IT Assistant Manager; Trevor Deaton, IT Support Tech; Teri Fine, Assistant to the City Manager; Tasheena Taylor, Administrative Assistant; Linda Ashby, City Clerk.

CITY ATTORNEY: Ryan Pittman, Abernathy, Roeder, Boyd, Hullett

SEDCO STAFF PRESENT: Ashton Bellows, Chief Financial Officer; Shannon Blake, Vice President of Business Development; April Day, Executive Assistant.

PURPOSE: **Call to Order, Quorum Determined, Meeting Declared Open, Recognition of Guests and Visitors**

Pledge of Allegiance and Invocation by Council Member Henry Marroquin

CITIZEN'S COMMENTS

COUNCIL MINUTES -- SEPTEMBER 10, 2024

SEDCO WORK PROGRAM 2023-2024

SEDCO's Presentation of the 2023-2024 Work Program Results

SEDCO WORK PROGRAM 2024-2025

SEDCO's Presentation of the 2024-2025 Work Program

SEDCO WORK PROGRAM 2024-2025

SEDCO Board to Discuss and Consider Approval of the SEDCO Work Program 2024-2025

SEDCO WORK PROGRAM 2024-2025

City Council to Discuss and Consider Approval of the SEDCO Work Program 2024-2025

SEDCO BUDGET 2024-2025

SEDCO's Presentation of the SEDCO Budget 2024-2025

SEDCO BUDGET 2024-2025

SEDCO Board to Discuss and Consider 2024-2025 Budget

SEDCO BUDGET 2024-2025

City Council to Discuss and Consider Approval of the 2024-2025 SEDCO Budget

COUNCIL COMMENTS

EXECUTIVE SESSION

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

The City Council will now hold an Executive Session pursuant to the provisions of the Open Meetings Law, Chapter 551, Government Code, Vernons Texas Codes Annotated, in accordance with the authority contained in the following sections.

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

COUNCIL MINUTES -- SEPTEMBER 10, 2024

TEX. GOV'T CODE § 551.074 --

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

TEX. GOV'T CODE § 551.076 –

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

TEX. GOV'T CODE § 551.087 –

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

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

OPEN MEETING

Reconvene into Open Meeting and Consider Action, if any, on items discussed in Executive Session

ADJOURNMENT

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN, RECOGNITION OF GUESTS AND VISITORS

Mayor Plyler called the meeting to order at 12:01 p.m., declared a quorum present, and opened the City Council Meeting. Scott Bandemir, Sherman Economic Development Corporation Vice Chairman, called their meeting to order and declared a quorum present.

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCIL MEMBER HENRY MARROQUIN

Council Member Pam Howeth led the Pledge of Allegiance and gave the invocation.

CITIZEN COMMENTS

There were no citizen's comments.

SEDCO WORK PROGRAM 2023-2024

SEDCO'S PRESENTATION OF THE 2023-2024 WORK PROGRAM RESULTS

Ashton Bellows, Sherman Economic Development Corporation, Chief Financial Officer, presented a video of SEDCO's results for the 2023-2024 fiscal year.

SEDCO WORK PROGRAM 2024-2025

SEDCO'S PRESENTATION OF THE 2024-2025 WORK PROGRAM

Ms. Bellows discussed each goal contained in their Proposed Program of Work for FY 2024-2025. The goals include retention of industry, attraction of new industry, developing workforce including

COUNCIL MINUTES -- SEPTEMBER 10, 2024

women and veterans, real estate, transitioning the annual RISE competition to a year-round grant program, and spotlighting women and minority-owned businesses.

Sherman has been “shortlisted” on two projects, that if they come to fruition, would total 804 new jobs. SEDCO staff also attended the SEMICON and Select USA conventions, and realized great results from contacts made at the events. Two businesses from the event are “highly interested” in coming to Sherman.

SEDCO is currently working on agreements to sell land to Lawrence Equipment, Easy Foods, and Persys. They are also constructing aprons on Howe Drive, which should help with congestion on the roadway, and on the Progress Drive Extension. Ms. Bellows said originally the flyovers to update the aerial maps for Sherman, occurred about every two years. However, with the current development, they are being updated about every 18 months. As Sherman grows, the maps will be updated even more often.

In October 2024, Kent Sharp, SEDCO President, will begin his term as Board Chairman of the Texas Economic Development Council. With his position moving up, Ms. Bellows will join the TEDC Board, assuring that Sherman has a voice on the Board.

Participants discussed the cost of membership in the organizations, and the time that would be needed for their participation. They discussed the various programs and the goals they hope to realize. Council Member Marroquin also asked about advertising and media that was distributed, and if it was available in Spanish.

Mr. Hefton addressed spec industrial space, with the Board, and their willingness to partner with developers in providing this spec space. Ms. Utter did feel that was possible, and was what they should be doing. That issue was discussed several years ago, and should be considered again. Both boards discussed the possibility and need for spec industrial buildings.

SEDCO WORK PROGRAM 2024-2025

SEDCO BOARD TO DISCUSS AND CONSIDER APPROVAL OF THE SEDCO WORK PROGRAM 2024-2025

Mr. Bandemir asked for a vote on SEDCO’s Work Program for 2024-2025.

ACTION TAKEN.

Motion by Ms. Utter to approve the SEDCO Work Program for FY 2024-2025, as presented.

Second by Mr. Brumm.

VOTING AYE: Utter, Hambrick, Bandemir, Brumm, Steele.

VOTING NAY: None.

MOTION CARRIED.

SEDCO WORK PROGRAM 2024-2025

CITY COUNCIL TO DISCUSS AND CONSIDER APPROVAL OF THE SEDCO WORK PROGRAM 2024-2025

Mayor Plyler asked for a vote on SEDCO’s Work Program for 2024-2025.

ACTION TAKEN.

Motion by Deputy Mayor Teamann to approve the SEDCO Work Program for FY 2024-2025, as presented. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

COUNCIL MINUTES – SEPTEMBER 10, 2024

SEDCO BUDGET 2024-2025

SEDCO'S PRESENTATION OF THE SEDCO BUDGET 2024-2025

Ms. Bellows presented the proposed SEDCO budget for 2024-2025. She said SEDCO received about \$6 million in sales tax annually. Interest is based on 3.5%, making revenue about \$9.3 million.

On the expenditure side, \$5.5 million of the "contractual or sundry services" is a payment to GlobalWafers, which will happen for the next three years. Then it will drop to \$500,000 for seven years, for a ten-year total deal.

Under "capital expenses," \$4.8 million of the \$5.1 million is for the infrastructure and rails, and everything going on around Progress Park VI. These projects are benefiting Progress Rail and upgrading Flanary Road. This makes a \$5.6 million deficit proposed for FY 2024-2025.

SEDCO BUDGET 2024-2025

SEDCO BOARD TO DISCUSS AND CONSIDER 2024-2025 BUDGET

Mr. Bandemir asked for a motion from the SEDCO Board on the updated 2024-2025 SEDCO Budget.

ACTION TAKEN.

Motion by Dr. Hambrick to approve SEDCO's Updated Budget for FY 2024-2025, as presented. Second by Mr. Steele.

VOTING AYE: Utter, Hambrick, Bandemir, Brumm, Steele.

VOTING NAY: None.

MOTION CARRIED.

SEDCO BUDGET 2024-2025

CITY COUNCIL TO DISCUSS AND CONSIDER APPROVAL OF THE 2024-2025 SEDCO BUDGET

Mayor Plyler asked for a vote on SEDCO's Budget for 2024-2025.

ACTION TAKEN.

Motion by Deputy Mayor Teamann to approve the SEDCO Budget for FY 2024-2025, as presented. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

COUNCIL COMMENTS

Mayor Plyler congratulated SEDCO on a good job.

EXECUTIVE SESSION

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COUNCIL MINUTES – SEPTEMBER 10, 2024

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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

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Council Members determined there was no need for an Executive Session.

ADJOURNMENT

There being no further business to come before the City Council or the Sherman Economic Development Corporation, motion was duly made and approved to adjourn the Joint Meeting at 12:44 p.m.

MAYOR

ATTEST

CITY CLERK

Goals to Promote Capital Investment and Jobs:

- A. Retain and expand existing primary employers
- B. Recruit targeted primary employers and allies
- C. Support workforce development and employment programs
- D. Manage and market SEDCO real estate to attract industrial real estate investments
- E. Transition the entrepreneurial program into an on demand and focused effort
- F. Educate and promote Sherman women-owned and/or minority-owned (WOMO) businesses



**Proposed
Program of Work
2024-2025**

New Actions for 2024-2025



- **Goal A (Retention)**
 - Brainstorm an industry appreciation night at either a Shadowcats or Texoma FC game
- **Goal B (Attraction)**
 - Currently working 2 projects where Sherman is shortlisted; 804 total new jobs
 - Attend SEMICON and Select USA
 - Texas Economic Development Corporation
- **Goal C (Workforce)**
 - Start a Women in STEM initiative with industrial, workforce, and education partners
 - Marketing campaign targeting veterans for Sherman manufacturing jobs

New Actions for 2024-2025



- **Goal D (Real Estate)**
 - Sell land to Lawrence Equipment, Easy Foods, and Persys
 - Howe Drive aprons (construction began yesterday)
 - Progress Drive extension
 - Aerial map update
- **Goal E (RISE)**
 - Transition from an annual competition to a tradition grant program offered year-round
- **Goal F (WOMO)**
 - Introduce the WOMO Business Spotlight on social

Staff Activities



- In October, Kent will start his term as the TEDC Board Chair.
- Ashton will join the TEDC Board and will continue working on her CTED and EDFP certifications.
- Shannon will continue working on her Bachelor's program in Accounting.
- April will participate in the 2024-2025 Leadership Sherman Class.



- SEDCO Board to Discuss and Consider Approval of the FY 2024-2025 SEDCO Program of Work
- City Council to Discuss and Consider Approval of the FY 2024-2025 SEDCO Program of Work

Proposed 2024-2025 Budget

Proposed FY 24-25 Budget

	ACCOUNT 850-9850-	ACTUAL FY 22-23	APPROVED FY 23-24	CURRENT ACTUAL FY 23-24	PROPOSED ACTUAL FY 23-24	VARIANCE PROPOSED ACTUAL TO APPROVED FY 23-24	PROPOSED FY 24-25	VARIANCE PROPOSED FY 24-25 TO APPROVED FY 23-24
SUMMARY								
Revenues								
Sales Tax 4A - SEDCO	60204	\$ 6,817,965	\$ 6,500,000	\$ 6,350,791	\$ 6,928,136	\$ 428,136	\$ 5,738,000	\$ (762,000)
Interest Earned	66001	\$ 782,854	\$ 652,745	\$ 1,026,683	\$ 1,217,400	\$ 564,655	\$ 1,053,029	\$ 400,284
Miscellaneous Revenue	68010	\$ -	\$ 1,060,000	\$ 613,903	\$ 613,903	\$ (446,097)	\$ 2,500,000	\$ 1,440,000
TOTAL REVENUES		\$ 7,600,819	\$ 8,212,745	\$ 7,991,377	\$ 8,781,940	\$ 569,195	\$ 9,291,029	\$ 1,078,284
Expenses								
Personnel Expenses TOTAL	81000	\$ 560,315	\$ 577,445	\$ 506,265	\$ 608,191	\$ 30,746	\$ 669,772	\$ 92,327
Supplies TOTAL	82000	\$ 5,463	\$ 14,501	\$ 12,319	\$ 15,000	\$ 499	\$ 13,500	\$ (1,001)
Maintenance and Repairs TOTAL	83000	\$ 5,652	\$ 15,615	\$ 15,295	\$ 15,735	\$ 120	\$ 5,855	\$ (9,760)
Utilities and Communications TOTAL	84000	\$ 8,328	\$ 10,000	\$ 7,230	\$ 8,741	\$ (1,259)	\$ 10,000	\$ -
Contractual or Sundry Services TOTAL	85000	\$ 1,108,069	\$ 2,879,393	\$ 747,528	\$ 1,186,923	\$ (1,692,470)	\$ 7,825,001	\$ 4,945,608
Debt Service TOTAL	86000	\$ 566,056	\$ 1,236,537	\$ 927,403	\$ 1,236,537	\$ 0	\$ 1,244,339	\$ 7,802
Capital Expenses TOTAL	88000	\$ 18,675	\$ 1,575,000	\$ 71,010	\$ 71,010	\$ (1,503,990)	\$ 5,160,305	\$ 3,585,305
TOTAL EXPENSES		\$ 2,272,558	\$ 6,308,491	\$ 2,287,050	\$ 3,142,137	\$ (3,166,354)	\$ 14,928,772	\$ 8,620,281
NET INCOME (LOSS)								
		\$ 5,328,261	\$ 1,904,254	\$ 5,704,327	\$ 5,639,803	\$ 3,735,549	\$ (5,637,743)	Surplus or (Deficit) Amount
CASH & INVESTMENTS ENDING BALANCE								
		\$ 21,649,846	\$ 23,554,100	\$ 27,354,174	\$ 27,289,649		\$ 21,651,906	



- SEDCO Board to Discuss and Consider Approval of the FY 2024-2025 SEDCO Budget
- City Council to Discuss and Consider Approval of the FY 2024-2025 SEDCO Budget

STATE OF TEXAS §
COUNTY OF GRAYSON §

September 16, 2024

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 Municipal Ballroom on September 16, 2024.

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

MEMBERS ABSENT: NONE.

CALL TO ORDER

Mayor Plyler called the meeting to order at 5:03 p.m. The Pledge of Allegiance and Invocation were led by Deputy Mayor Shawn Teamann.

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of September 3, 2024. Council Member Howeth moved to approve the Minutes, as presented; Second by Deputy Mayor Teamann; All present voted AYE.
MOTION CARRIED.

CITIZEN'S COMMENTS

There were no citizen's comments.

CONSENT AGENDA

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

Mayor Plyler said there had been a request to table Item G3 - Resolution 7357, entitled “Awarding a Bid to and Authorizing Execution of a Contract Between Kitching & Co LLC and the Greater Texoma Utility Authority Based on an Invitation to Bid for the Miscellaneous Water Line Improvements 2022.”

The Council reviewed the Consent Agenda. Council Member Dobbs moved to approve the Consent Agenda, except for Item G3, which will be considered for table, as presented. Second by Council Member Stevenson. All present voted AYE.

RESOLUTION NO. 7357 -- AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT BETWEEN KITCHING & CO LLC AND THE GREATER TEXOMA UTILITY AUTHORITY BASED ON AN INVITATION TO BID FOR THE MISCELLANEOUS WATER LINE IMPROVEMENTS 2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDED A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT BETWEEN KITCHING & CO LLC AND THE GREATER TEXOMA UTILITY AUTHORITY BASED ON AN

CALL TO ORDER

APPROVE MINUTES

CITIZEN'S COMMENTS

CONSENT AGENDA

**RES 7357
MISCELLANEOUS
WATER LINE
IMPROVEMENTS
(TABLED)**

COUNCIL MINUTES – SEPTEMBER 16, 2024

INVITATION TO BID FOR THE MISCELLANEOUS WATER LINE IMPROVEMENTS 2022.

ACTION TAKEN.

Motion by Council Member Dobbs to Table Resolution No. 7357, as requested. Second by Council Member Stevenson.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson.
VOTING NAY: None.
ABSTAIN: Teamann.
MOTION CARRIED TO TABLE.

PROCLAMATION

“CONSTITUTION WEEK” -- SEPTEMBER 17-23, 2024

Mayor Plyler presented a proclamation to Amanda Bauman, Regent, Preston Trail Chapter, National Society Daughters of the American Revolution, designating September 17 through 23, 2024 as “Constitution Week.”

CONSTITUTION
WEEK
(SEPT. 17-23, 2024)

“NATIONAL NIGHT OUT DAY” -- OCTOBER 1, 2024

Council Member Howeth presented a proclamation to Lieutenant Sam Boyle, Sherman Police Department, designating October 1, 2024 as “National Night Out Day.”

NATIONAL NIGHT
OUT DAY
(OCT. 1, 2024)

Mayor Plyler introduced Ordinance No. 6765 and called for a public hearing: (TABLED AT THE AUGUST 19, 2024 CITY COUNCIL MEETING)

ORD 6765
SUP FOR ELECTRIC
POWER SUBSTATION
(1512 INTERURBAN
PKWY)

ACTION TAKEN.

Motion by Council Member Howeth to remove Ordinance No. 6765, from table for discussion. Second by Council Member Stevenson.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED TO REMOVE FROM TABLE.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AN ELECTRIC POWER SUBSTATION OR GENERATING INCLUDING GROUND-MOUNTED SOLAR AND WIND IN A R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT, LOCATED AT 1512 INTERURBAN PARKWAY, CONSISTING OF 45.107 ACRES BEING A PART OF THE ELIZABETH JONES SURVEY, ABSTRACT 628, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS CEDAR RIDGE DEVELOPMENT (OWNER), HOLLEY ENERGY SOLUTIONS, LLC (REPRESENTATIVE) AND UNDERWOOD DRAFTING & SURVEYING, INC. (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Rob Rae, Development Services Director, said this Specific Use Permit would allow an electrical power substation, known as a battery energy storage system.

The Planning and Zoning Commission recommended approval of the Specific Use Permit, however, the staff recommends that the Council deny this item, due to its close proximity to several City parks, single family and multi family residences, a senior living facility, several churches, and an elementary school.

The property is located in the City's Comprehensive Plan as "core neighborhood," which allows uses such as single family, multi family and neighborhood retail. The plant would be considered a "manufacturing use" and would not be consistent with the Comprehensive Master Plan.

Mr. Rae said the language in the SUP ordinance says the City Council, considering any requests for SUPs, shall only approve such requests after they have determined that the allowed usage will not be detrimental to the adjacent property, or to the City as a whole. One of the criteria is also that the SUP does not violate the intent of the Comprehensive Plan. Therefore, Mr. Rae said, the staff recommends denial of the SUP.

Bill Magers, Cedar Ridge Development, P.O. Box 91003, Sherman
Mr. Magers said he is the owner of the property for which the SUP is requested. He felt that the highest and best use for this property is from energy companies. A solar farm has a SUP for usage on the property next door. This request would be for a SUP on the remaining 48 acres, on a previous SUP from 2017 for the solar farm, which would essentially "revive the current SUP for the rest of the tract."

He said it would also expand Baker Park from 84 acres to 125 acres, with walking trails and green space, and would generate \$1 million in ad valorem revenues for more than 25 years.

He added that the previous SUP impacted the use of the property that they are now considering, and discussed the current makeup of the tract, and the fact that the energy users there need to access the "Stone Creek Switch." He said the Stone Creek Switch is a unique asset to Sherman and is the highest capacity switch in North Texas, and can handle a lot of use. He said, other developers would see these as liabilities.

He addressed the "highest and best use" for the property and said only "cheap housing" would want that property, because of the surrounding powerlines and solar farm.

Mr. Magers distributed a letter from Cypress Creek Renewals, saying they were willing to grant the City of Sherman an easement for a walking trail for the area underneath the existing Oncor transmission lines. He listed three conditions on which this easement would be granted. They also agreed to install a vegetative buffer, not to exceed \$20,000, along West Moore Road, covering the front entrance of the solar farm.

He reiterated that, Cedar Ridge Development was willing to donate a 9.5 acre tract to the City, and Cypress Creek would donate an easement, to tie the walking trail from Center Street to West Travis

Street, from Sory Elementary to Sherman High School, and from Binkley Park to Herman Baker Park. With Herman Baker's 83 acres, and this additional property, it would expand the park to 145 acres and greenspace. He added that, surrounding property owners support the plan.

He summed up the benefits of the project, which he said would cost the Sherman taxpayers \$0.

Josh Holley, Holley Energy Solutions, LLC, 3348 West Stafford Drive, Denison

Mr. Holley is the developer for the project, and is developing residential across the street. He discussed the "assets" on the property for the battery storage facility, which would not be considered assets for other types of development.

He showed examples of other BESS facilities, many near residential areas, parks, or densely populated areas. He also explained the make-up of the battery systems, and how they relate to leakage and fire protection.

He said the proposed site would supply enough energy for 125,000 for a few hours, which would provide relief for the grid. Also, over 25 years, it should provide \$30 million in property taxes to the City. There would be no stress on the streets, water, or traffic. He added that Holley Energy Solutions would remain in control of the ownership.

Mr. Holley highlighted the benefits of the Yellow Rose BESS to the City of Sherman.

Billy Hartsfield, Fire Chief

Chief Hartsfield expressed concern about the thermal runaways, which causes a fire event that creates their own oxygen, which makes it very difficult to extinguish by water. It can cause the fire to reignite once it appears to be out, and some have taken up to five days to control. They can also release toxic, flammable, and explosive gasses.

Chief Hartsfield also discussed fire "incidents" and evacuations that have taken place in the United States from the battery storage facilities.

Peter Tracy, 705 S. Valentine, Sherman

Mr. Tracy asked about the lifespan of the solar panels, adding that there was no current means of recycling the materials from the solar panels. He also asked about the lifespan of the batteries. He was concerned about what would happen to both when they reached the lifespan.

Brendan Miller, Energy Storage Lead Engineer, Westwood Professional Services, 2901 Dallas Parkway, Plano

Mr. Miller is the Project Engineer, and said they are not using solar panels. The batteries are designed for a lifespan of 20 years, and as they degrade, they will be replaced.

He said it is not recommended to place water on this type of fire, which will increase the fire and release toxic gasses. He said the fires that were discussed were “improper allocation of firefighting methodology.”

All of the battery manufacturers currently recommend the use of water only for cooling the surrounding area to prevent spread to other surrounding units. He said the proper way to suppress the fire is to allow it to burn out on its own, which it will do in “a couple of hours.” If they are allowed to burn out, he said, the materials will be removed and the risk of reignition won’t happen.

He added, that in many cases, it is a “misapplication of firefighting techniques” for this given type of chemistry. The new chemistry is also less volatile. He said, “evacuations are at the discretion of the local fire authority” and large-scale evacuations are not considered the best practice. He said there are gasses that will escape from the batteries, and those gasses are dangerous to about 25 feet from the units. Other than that, it is just a “smoke hazard.”

Angela Holland, 912 South Bryant Street, Sherman

Ms. Holland lives in the vicinity of the proposed battery storage plant, and felt it was a great idea and good for Sherman, but not right for her neighborhood. She felt there were other areas that would be more suited to the facility. She said there is a lot of development nearby and felt the residents would suffer from the facility.

No other citizens appeared before the City Council to discuss Ordinance No. 6765.

Mayor Plyler introduced Ordinance No. 6773 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RECOGNIZING THE TERMINATION OF SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER THREE (TIRZ #3) BY OPERATION OF LAW; DISSOLVING THE BOARD OF DIRECTORS AND TAX INCREMENT FUND FOR TIRZ #3; DIRECTING THAT ANY MONEY REMAINING IN THE TIRZ #3 FUND BE PAID TO THE CITY OF SHERMAN; PROVIDING A REPEALING CLAUSE AND SEVERABILITY CLAUSE.

ORD 6773
TERMINATING
TIRZ #3

Mary Lawrence, Chief Financial Officer, explained that Tax Increment Reinvestment Zone #3 covers Sherman Commons, including Academy, Kohl’s, and Aspire Apartments. All the costs of the zone, including infrastructure and grants, have been paid, and the zone is no longer needed.

She asked that the Council terminate the zone and return the property taxes to the General Fund. The zone generates about \$265,000 annually.

No citizens appeared before the City Council to discuss Ordinance No. 6773.

Mayor Plyler introduced Ordinance No. 6774 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 6354 AND AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 438.99 ACRES IN THE JOHN JENNINGS SURVEY, ABSTRACT NO. 647, AND THE URIAH BURNS SURVEY, ABSTRACT NO. 121, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 3500-4500 BLOCKS OF NORTH F.M. 1417 (HERITAGE PARKWAY) AND THE 600-1900 BLOCKS OF WEST U.S. HIGHWAY 82, HERETOFORE ZONED PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING THAT THE TRACT IS REZONED AND PLACED IN THE PLANNED DEVELOPMENT (PD) ZONING CLASSIFICATION WITH MODIFIED DEVELOPMENT STANDARDS; DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6774
ZONE CHANGE
(3500-4500 BLOCKS
OF W. HWY 82)

Mr. Rae explained that the Heritage Ranch Planned Development wanted to develop a multi-family project on the west side of the development. This amendment would allow the multi-family use as a permitted use in the commercial and entertainment district. It was originally thought that multi-family was included in that portion of the development plan, but it wasn't when the plan came to the City.

The Planning and Zoning Commission recommended approval of the amendment, and it is consistent with the Comprehensive Plan. The staff also recommends approval.

This item is tied to Item H-1, regarding a Site Plan approval for 312 multi-family units in Heritage Ranch.

Michaelann Durden, Project Manager, Kimley Horn, 2600 N. Central Expy, Suite 400, Richardson, Texas

Ms. Durden appeared representing the engineer for the project, and was available to answer any questions about the amendment or the Site Plan.

No other citizens appeared before the City Council to discuss Ordinance No. 6774.

The Public Hearing was closed.

Ordinance 6773

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RECOGNIZING THE TERMINATION OF SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER THREE (TIRZ #3) BY OPERATION OF LAW; DISSOLVING THE BOARD OF DIRECTORS AND TAX INCREMENT FUND FOR TIRZ #3; DIRECTING THAT ANY MONEY REMAINING IN THE TIRZ #3 FUND BE PAID TO THE CITY OF SHERMAN; PROVIDING A REPEALING CLAUSE AND SEVERABILITY CLAUSE.

ORD 6773
TERMINATING
TIRZ #3

Council Member Stevenson verified that all debts are paid from the TIRZ #3.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Ordinance No. 6773, as presented. Second by Deputy Mayor Teamann.

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

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6774

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 6354 AND AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 438.99 ACRES IN THE JOHN JENNINGS SURVEY, ABSTRACT NO. 647, AND THE URIAH BURNS SURVEY, ABSTRACT NO. 121, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 3500-4500 BLOCKS OF NORTH F.M. 1417 (HERITAGE PARKWAY) AND THE 600-1900 BLOCKS OF WEST U.S. HIGHWAY 82, HERETOFORE ZONED PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING THAT THE TRACT IS REZONED AND PLACED IN THE PLANNED DEVELOPMENT (PD) ZONING CLASSIFICATION WITH MODIFIED DEVELOPMENT STANDARDS; DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6774
ZONE CHANGE
(3500-4500 BLOCKS
OF W. HWY 82)
(TABLED)

Council Member Stevenson asked for clarification on the missed use request. Mr. Rae explained that the Planned Development language did not allow for multi-family in the commercial or entertainment districts.

Ms. Durden explained that the request would be single-use, multi-family, three-stories, one and two bedrooms.

Council Member Stevenson expressed concern that if they changed the Planned Development requirement, that they could make everything multi-family. Mr. Rae said the language change wouldn't keep them from doing that. Multi-family is currently allowed in the residential district.

Mr. Rae said this Planned Development was originally approved in 2021, before the Zoning Ordinance was updated. Many changes have been made since that time.

ACTION TAKEN.

Motion by Council Member Stevenson to Table Ordinance No. 6774, as presented. Second by Council Member Dobbs.

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

VOTING NAY: None.

ABSTAIN: Teamann.

MOTION CARRIED TO TABLE.

OTHER BUSINESS

SITE PLAN OF HERITAGE RANCH MULTI-FAMILY PHASE 1, TRACT 1, CONSISTING OF 14.650 ACRES OF LAND LOCATED IN THE 300-1000 BLOCKS WEST HIGHWAY 82 IN THE HERITAGE RANCH PD (PLANNED DEVELOPMENT)/75&82 OVERLAY DISTRICT

HERITAGE RANCH
SITE PLAN
(TABLED)

Since the Site Plan is tied to the zone change in Ordinance 6774, Robby Hefton, City Manager, recommended that the Council also table this item.

ACTION TAKEN.

Motion by Council Member Stevenson to Table the Site Plan of Heritage Ranch Multi-Family Phase 1, Tract 1, as presented.
Second by Council Member Dobbs.

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

VOTING NAY: None.

ABSTAIN: Teamann.

MOTION CARRIED TO TABLE.

Ordinance 6765

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AN ELECTRIC POWER SUBSTATION OR GENERATING INCLUDING GROUND-MOUNTED SOLAR AND WIND IN A R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT, LOCATED AT 1512 INTERURBAN PARKWAY, CONSISTING OF 45.107 ACRES BEING A PART OF THE ELIZABETH JONES SURVEY, ABSTRACT 628, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS CEDAR RIDGE DEVELOPMENT (OWNER), HOLLEY ENERGY SOLUTIONS, LLC (REPRESENTATIVE) AND UNDERWOOD DRAFTING & SURVEYING, INC. (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

ORD 6765
SUP FOR ELECTRIC
POWER SUBSTATION
(1512 INTERURBAN
PKWY)
(MOTION FAILED)

Council Member Stevenson asked about the proposed screening for the battery storage facility. Mr. Magers explained that Cedar Ridge Development would donate some property to the City, which would basically extend the park. The other entity would provide an easement. Holley Energy Solutions would pay for the screen.

Council Member Stevenson said if the City isn't paying for screening and is getting additional acreage for the park, those "were big pluses." He asked if the battery storage facility would have noise. Mr. Miller said there is noise associated with the site, however this site is isolated, so he didn't think the noise would extend across the property boundary.

Council Member Stevenson verified that water and sewer would also not be required. He also asked if specific training would be required for the Fire Department to know how to handle possible fires at the facility. Mr. Miller said he recommended training for the Fire Department and said Mr. Holley has said he will pay for the training for the Fire Department.

Deputy Mayor Teamann asked if a condition of the Specific Use Permit was just for lithium batteries. It was not a condition, but could be added in the motion.

Council Member Marroquin asked about dates and locations of fires at these types of facilities. Council Members discussed the use of these batteries and their safety and noise level.

Council Member Holland said there are 41 homes being constructed in that neighborhood, there is a High School, and Elementary School. He felt the battery storage facility was a “great idea” but not good for the neighborhood.

Council Member Howeth felt it was probably the best use of the property, and questioned the type of housing that would be located in that area, close to the solar farm.

Mr. Miller said the reason for that location is because the substation is across the street.

Mayor Plyler said there is a lot of flooding near some of the nearby residences. Mr. Holley said there is a drainage plan in place and some silt fencing to help “catch” that. He said since the streets are in, much of that slope has been redirected. He assured the Council that the situation will be resolved.

Council Member Holland reiterated that he did not feel it was a good project for the neighborhood.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Ordinance No. 6765, as presented. Second by Council Member Howeth.

VOTING AYE: Howeth, Stevenson.

VOTING NAY: Dobbs, Holland, Marroquin, Teamann.

MOTION FAILED.

Deputy Mayor Shawn Teamann left the Council Meeting at 6:30 p.m.

RESOLUTION NO. 7355 -- AUTHORIZING EXECUTION OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT WITH SUNNY DELIGHT BEVERAGES CO. FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE FOR TANGIBLE PERSONNEL PROPERTY IMPROVEMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT WITH SUNNY DELIGHT BEVERAGES CO. FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE FOR TANGIBLE PROPERTY IMPROVEMENTS.

**RES 7355
SUNNY DELIGHT
INCENTIVE GRANT**

Ms. Lawrence said Sunny Delight Beverages Company is investing an additional \$8 million in equipment at their Sherman facility. They have applied for a tax abatement. They are updating their current production line, replacing outdated equipment, and acquiring new equipment.

The City is offering a Chapter 380 Agreement, which will offer them the same benefits as a tax abatement, but will allow the City to have more efficient oversight of the terms of the agreement.

The monetary effect for the City is the same as it would be for the tax abatement. The term of the agreement is five years, and the benefit is about \$50,000.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 7355, as presented. Second by Council Member Howeth.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 7356 -- AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PAPE-DAWSON ENGINEERS, INC. FOR MAJOR INFRASTRUCTURE IMPROVEMENTS

**RES 7356
INFRASTRUCTURE
IMPROVEMENTS**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PAPE-DAWSON ENGINEERS, INC. FOR MAJOR INFRASTRUCTURE IMPROVEMENTS.

Tom Pruitt, Utility Engineer, explained that this amendment is to a professional services agreement with Pape-Dawson for major infrastructure improvements, including projects at the Wastewater Treatment Plant, Concentrate Discharge projects, Elevated Storage Tank, 36" Water Line, and Lake Texoma Pump Station. Most of these projects are moving into construction, except the Elevated Storage Tank.

The original contract was for two years, Amendment No. 1 extended that three months, and this Amendment extends it another year.

ACTION TAKEN.

Motion by Council Member Dobbs to approve Resolution No. 7356, as presented. Second by Council Member Howeth.
VOTING AYE: Dobbs, Holland, Howeth, Marroquin, Stevenson.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 7358 -- AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC. FOR THE LAMBERTH ROAD POST OAK CREEK CROSSING - PHASE 2

**RES 7358
LAMBERTH ROAD
POST OAK CREEK
CROSSING**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC. FOR THE LAMBERTH ROAD POST OAK CREEK CROSSING – PHASE 2.
CONSENT AGENDA.

RESOLUTION NO. 7359 -- AUTHORIZING SUBMISSION OF A JOINT GRANT APPLICATION WITH THE CITY OF DENISON AND GRAYSON COUNTY FOR, AND THE ACCEPTANCE OF, A GRANT AWARDED UNDER THE 2024 JUSTICE ASSISTANCE GRANT PROGRAM - CFDA #16.738

RES 7359
JAG GRANT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN, THE CITY OF DENISON, AND GRAYSON COUNTY FOR GRANT FUNDING TO BE AWARDED BY THE U.S. DEPARTMENT OF JUSTICE UNDER THE 2024 JUSTICE ASSISTANCE GRANT PROGRAM – CFDA #16.738.

CONSENT AGENDA.

RESOLUTION NO. 7360 -- AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN, THE CITY OF DENISON, AND GRAYSON COUNTY FOR GRANT FUNDING TO BE AWARDED BY THE U.S. DEPARTMENT OF JUSTICE UNDER THE 2024 JUSTICE ASSISTANCE GRANT PROGRAM - CFDA #16.738

RES 7360
JAG GRANT
INTERLOCAL
AGREEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN, THE CITY OF DENISON, AND GRAYSON COUNTY FOR GRANT FUNDING TO BE AWARDED BY THE U.S. DEPARTMENT OF JUSTICE UNDER THE 2024 JUSTICE ASSISTANCE GRANT PROGRAM -- CFDA #16.738.

CONSENT AGENDA.

RESOLUTION NO. 7361 -- AUTHORIZING SUBMISSION OF AN APPLICATION FOR A GRANT AWARDED BY THE TEXAS DEPARTMENT OF TRANSPORTATION UNDER THE ROUTINE AIRPORT MAINTENANCE PROGRAM (RAMP) TO FUND IMPROVEMENTS AT THE SHERMAN MUNICIPAL AIRPORT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY

RES 7361
AIRPORT RAMP
GRANT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF AN APPLICATION FOR A GRANT AWARDED BY THE TEXAS DEPARTMENT OF TRANSPORTATION UNDER THE ROUTINE AIRPORT MAINTENANCE PROGRAM (RAMP) TO FUND IMPROVEMENTS AT THE SHERMAN MUNICIPAL AIRPORT; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY.

CONSENT AGENDA.

RESOLUTION NO. 7362 -- REPEALING AND REPLACING RESOLUTION NO. 7165; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE; ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR NEWLY HIRED FIREFIGHTERS AND FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE

RES 7362
POLICE & FIRE
SALARY STRUCTURES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING AND REPLACING RESOLUTION NO. 7165; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; ESTABLISHING SPECIAL LONGEVITY PAY SCHEDULES FOR NEWLY HIRED FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE. CONSENT AGENDA.

RESOLUTION NO. 7363 -- AUTHORIZING EXECUTION OF AN EASEMENT TO ONCOR ELECTRIC DELIVERY COMPANY, LLC FOR THE INSTALLATION OF OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY TO THE WASTEWATER TREATMENT PLANT EXPANSION

RES 7363
ONCOR EASEMENT
WWTP EXPANSION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN EASEMENT TO ONCOR ELECTRIC DELIVERY COMPANY, LLC FOR THE INSTALLATION OF OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY FOR THE CITY OF SHERMAN WASTEWATER TREATMENT PLANT. CONSENT AGENDA.

RESOLUTION NO. 7364 -- AMENDING THE 2023-2024 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

RES 7364
BUDGET
AMENDMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE 2023-2024 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024. CONSENT AGENDA.

RESOLUTION NO. 7365 -- AUTHORIZING EXECUTION OF A SECOND PAYMENT OF FUNDS UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS TO 124 S. CROCKETT STREET TO DAVID DOWNTAIN, D/B/A RP SHERMAN PROPERTIES II, LLC

RES 7365
DOWNTOWN BLDG
IMPROVEMENT
GRANT
(124 S. CROCKETT)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A SECOND PAYMENT OF FUNDS UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS TO 124 S CROCKETT STREET TO DAVID DOWNTAIN, D/B/A RP SHERMAN PROPERTIES II, LLC. CONSENT AGENDA.

COUNCIL COMMENTS

- Thanked everyone for their help with the recent Hispanic Heritage Festival. (Henry Marroquin)

COUNCIL COMMENTS

ANNOUNCEMENTS

Mayor Plyler announced the following:

- The Mayor's Economic Development Round Table will be held on September 17, 2024, at 10:00 a.m., in the Municipal Building. Ross Perot, Jr. will be the speaker.

ANNOUNCEMENTS

- Arts Fest will be held on the Municipal Building Grounds on September 21, 2024.

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

EXECUTIVE SESSION

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

TEX. GOV'T CODE § 551.071 --

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

TEX. GOV'T CODE § 551.072 --

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

TEX. GOV'T CODE § 551.073 --

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

TEX. GOV'T CODE § 551.074 --

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

TEX. GOV'T CODE § 551.076 --

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

TEX. GOV'T CODE § 551.087 --

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

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

Council Members decided the Executive Session was not needed.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at
6:36 p.m.

ADJOURNMENT

MAYOR

CITY CLERK

COUNCIL MINUTES – FEBRUARY 6, 2017

Mayor Plyler introduced Ordinance No. 6006 and called for a public hearing:

Mr. Shadden said the solar energy facility will be located on 112 plus acres off of Moore Street, **however you can't see the site from Moore Street.** The maximum height will be eight feet, but the structure will be a little less. The facility will be quite and will **tie into the grid at the Payne Substation.**

The Planning and Zoning Commission recommended approval, subject to the staff review letter and a "green screen" around the fence.

A representative was available to answer any questions the City Council might have.

Council Member Teamann said he has been working closely with Aaron Wilson on the project and it is anticipated to bring in about \$19.5 million in property value, both in personal property and by increasing land value. There will also be about 40 to 50 jobs for local contractors with about \$2.5 million paid in wages. He felt this was a good project for Sherman.

No other citizens appeared before the City Council to discuss Ordinance No. 6006.

ACTION TAKEN.

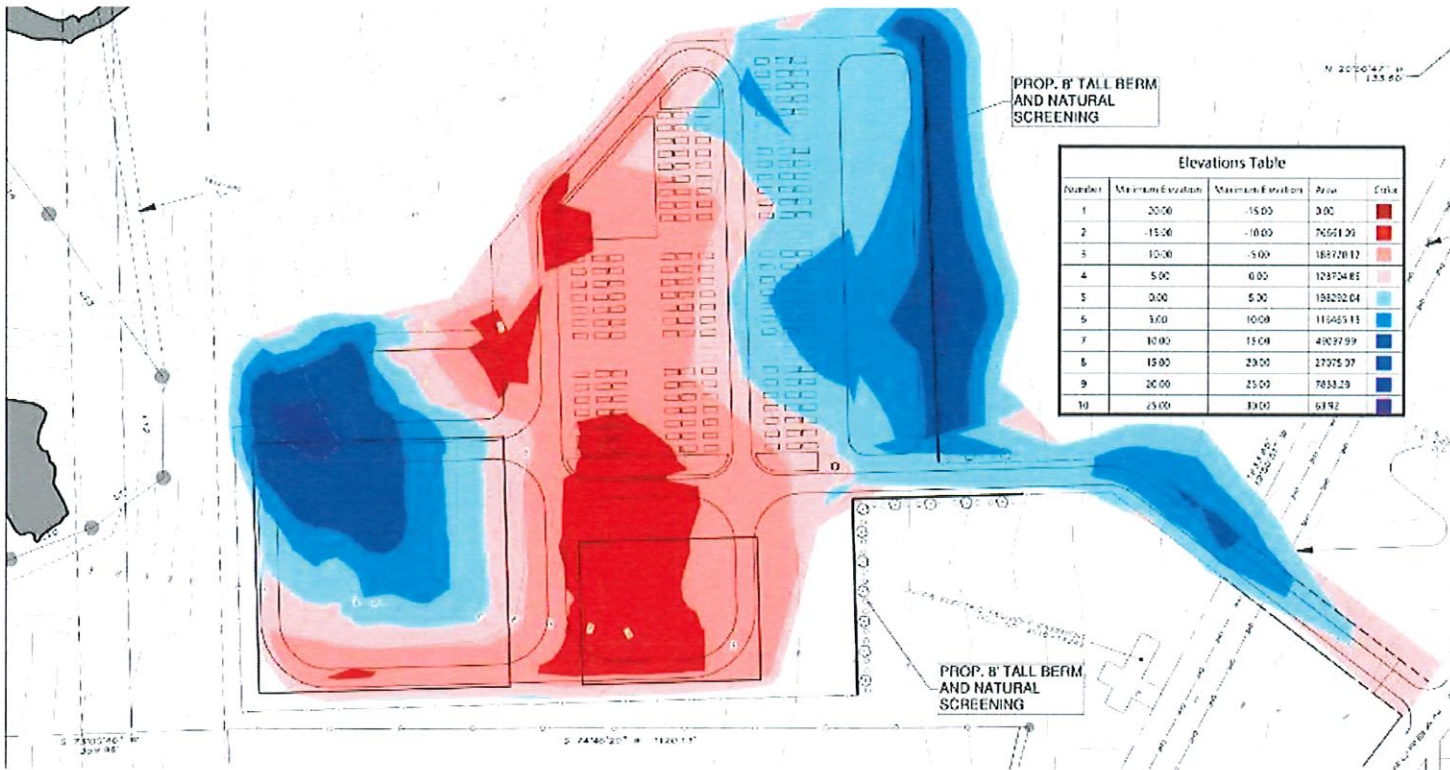
Motion by Council Member Couch to adopt Ordinance Nos. 6005, 6006, 6007, and 6008, as presented. Second by Council Member Howeth.

VOTING AYE: Brown, Couch, Howeth, Sofey, Steele, Teamann.

VOTING NAY: None.







Item	Detail
Cut/Fill (Cubic Yards)	•Total Cut: 97,134 CY (shown in red) •Total Fill: 95,6670 CY (shown in blue) •Net: Cut 1,464 CY
Summary	•Based on a 1:1 cut/fill analysis, this high-level grading plan proposes net 1,464 CY of cut which can be spread out on the undeveloped portion of the site to minimize haul-off as designed •Upon detailed engineering we expect the site to balance with minimal impacts to overall grade and design

Sherman housing could meet city needs for nearly a decade, study finds

By Michael Hutchins Herald Democrat

The study found that about 4,400 single-family homes are currently in some form of development. With these homes, the city could see its population increase by about 11,000 residents.

By comparison, about 3,300 multi-family units are currently in development with an expected population increase of about 6,000.

Based on this scenario, Pawelek estimated that the **single-family housing stock in development could meet the needs of the city for the next eight to nine years.**

Meanwhile, **the multi-family needs will likely be met for the next six to seven years.**







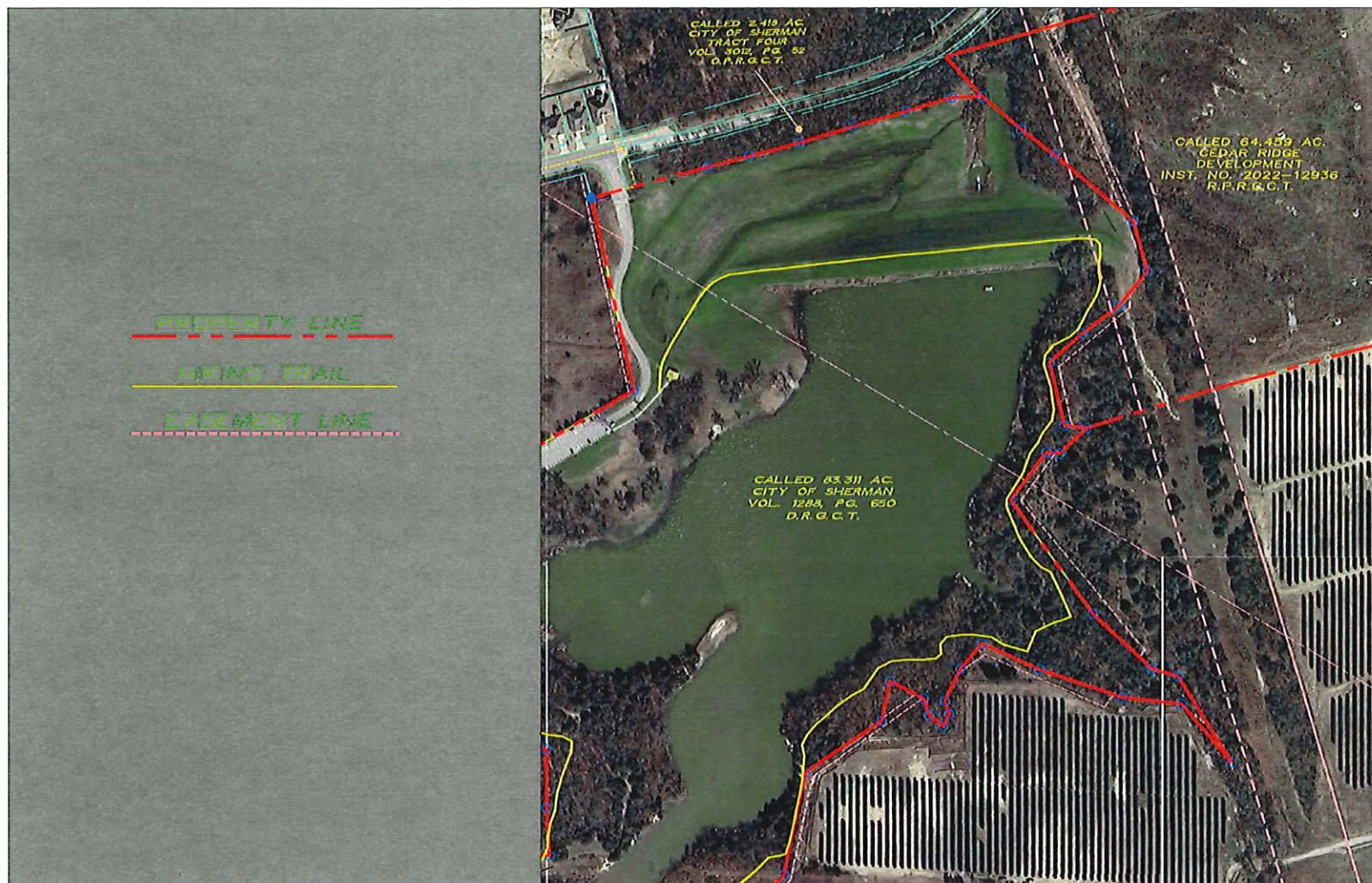






















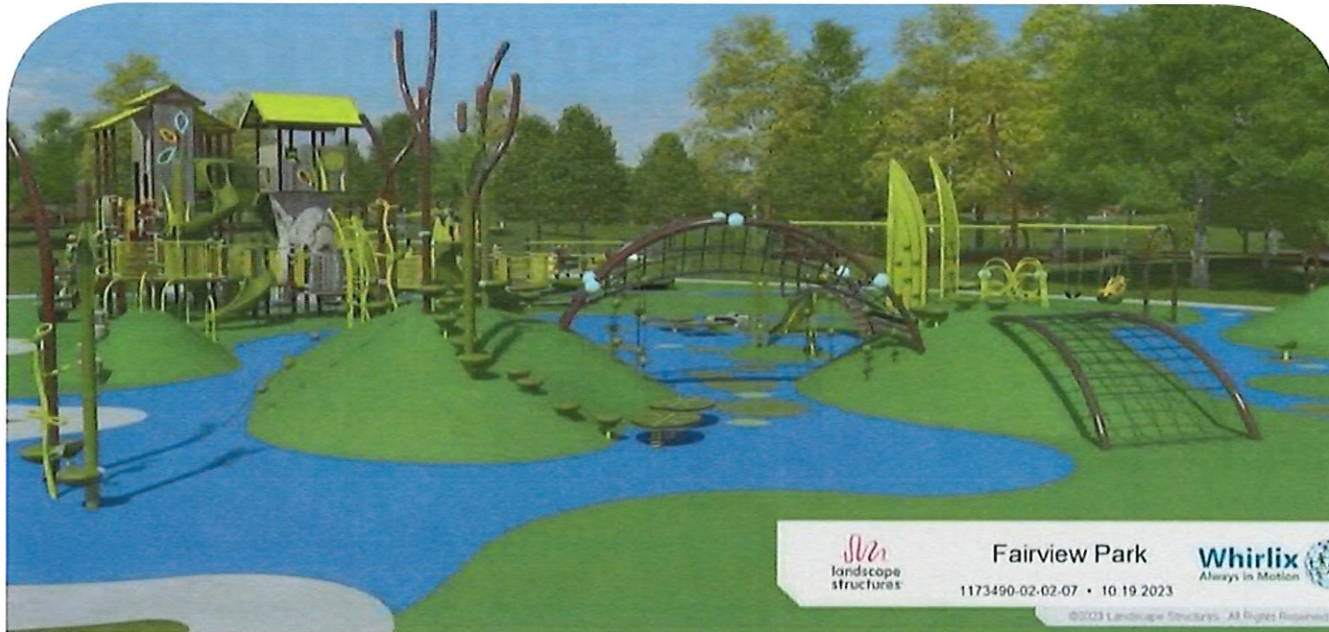




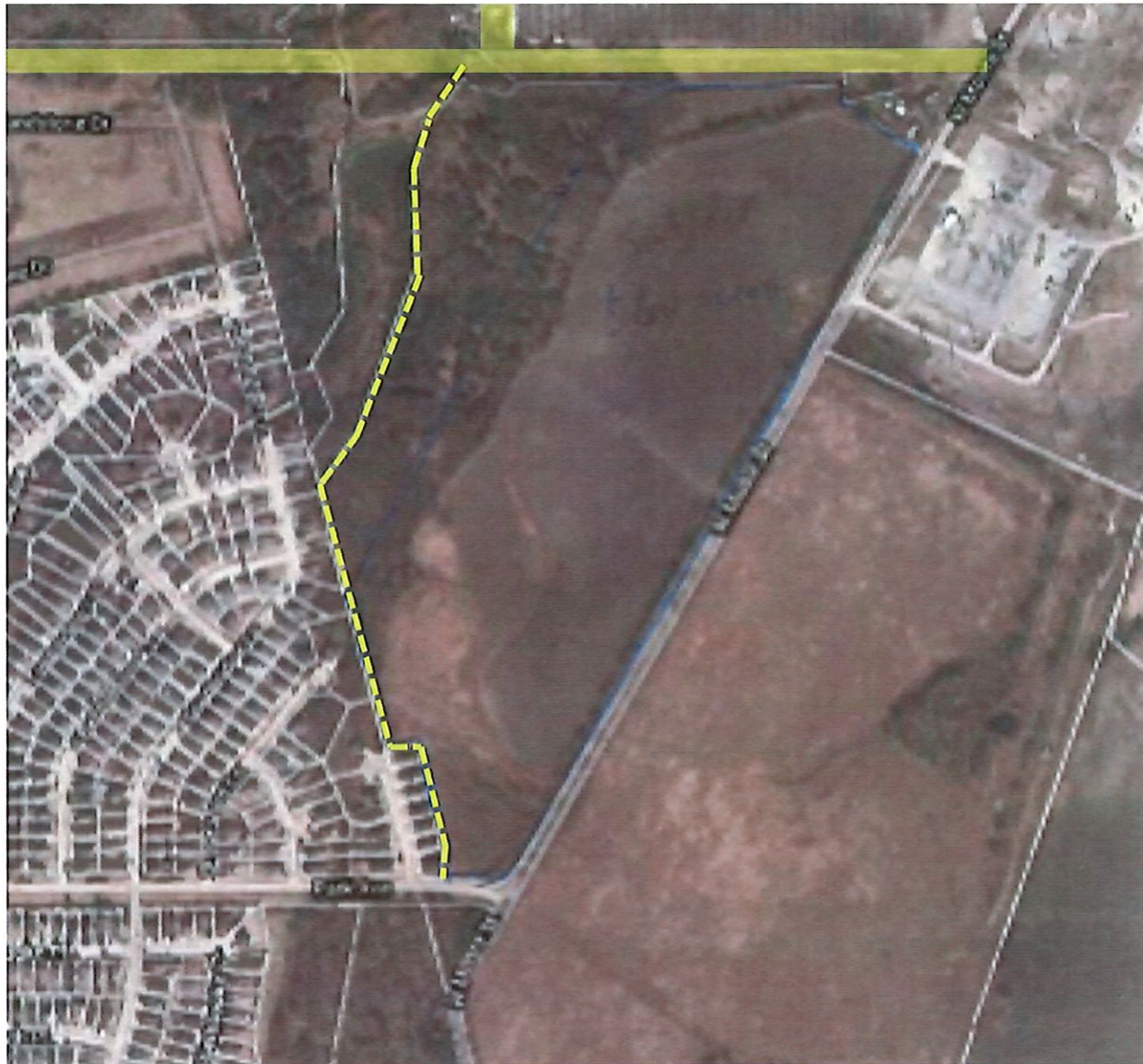






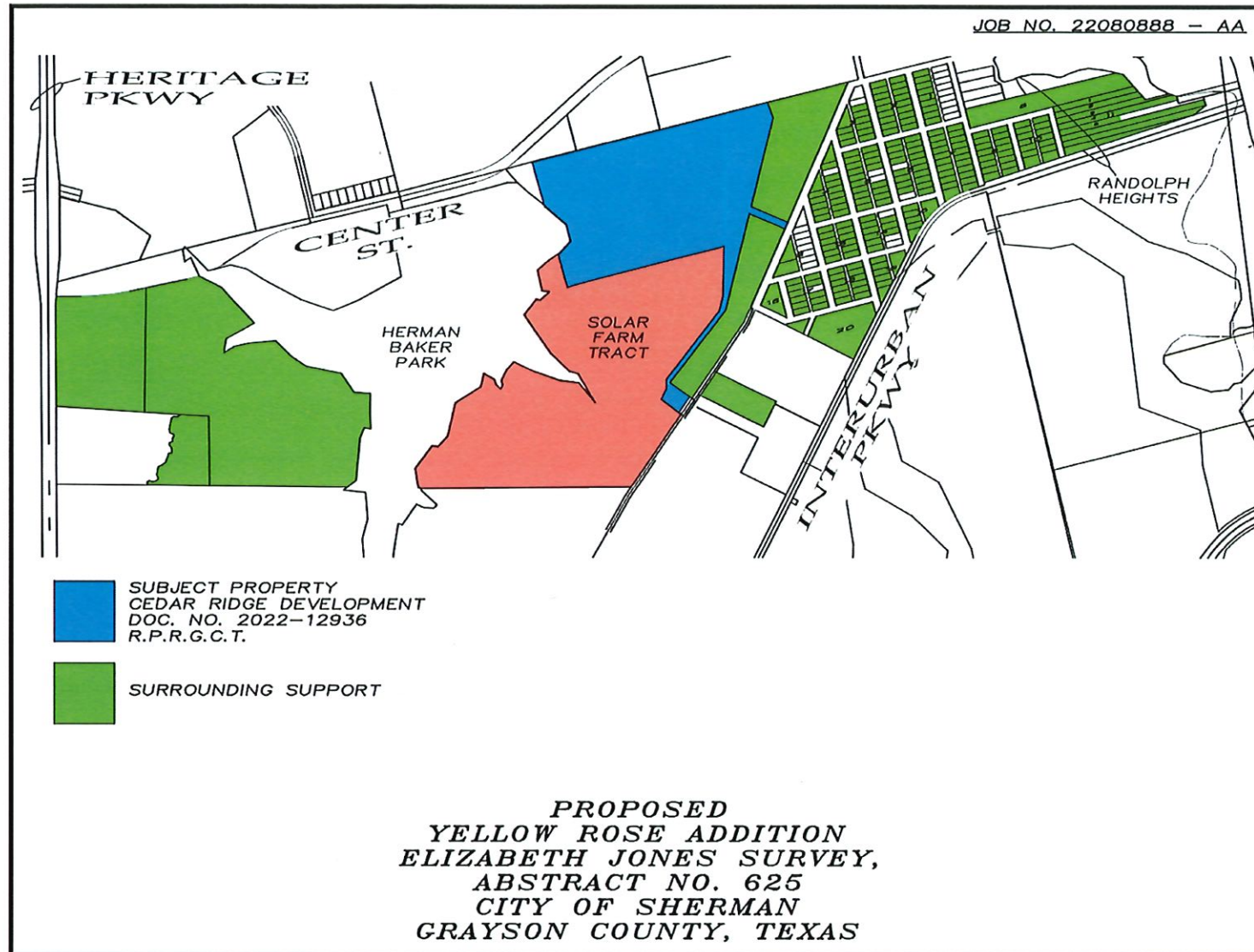


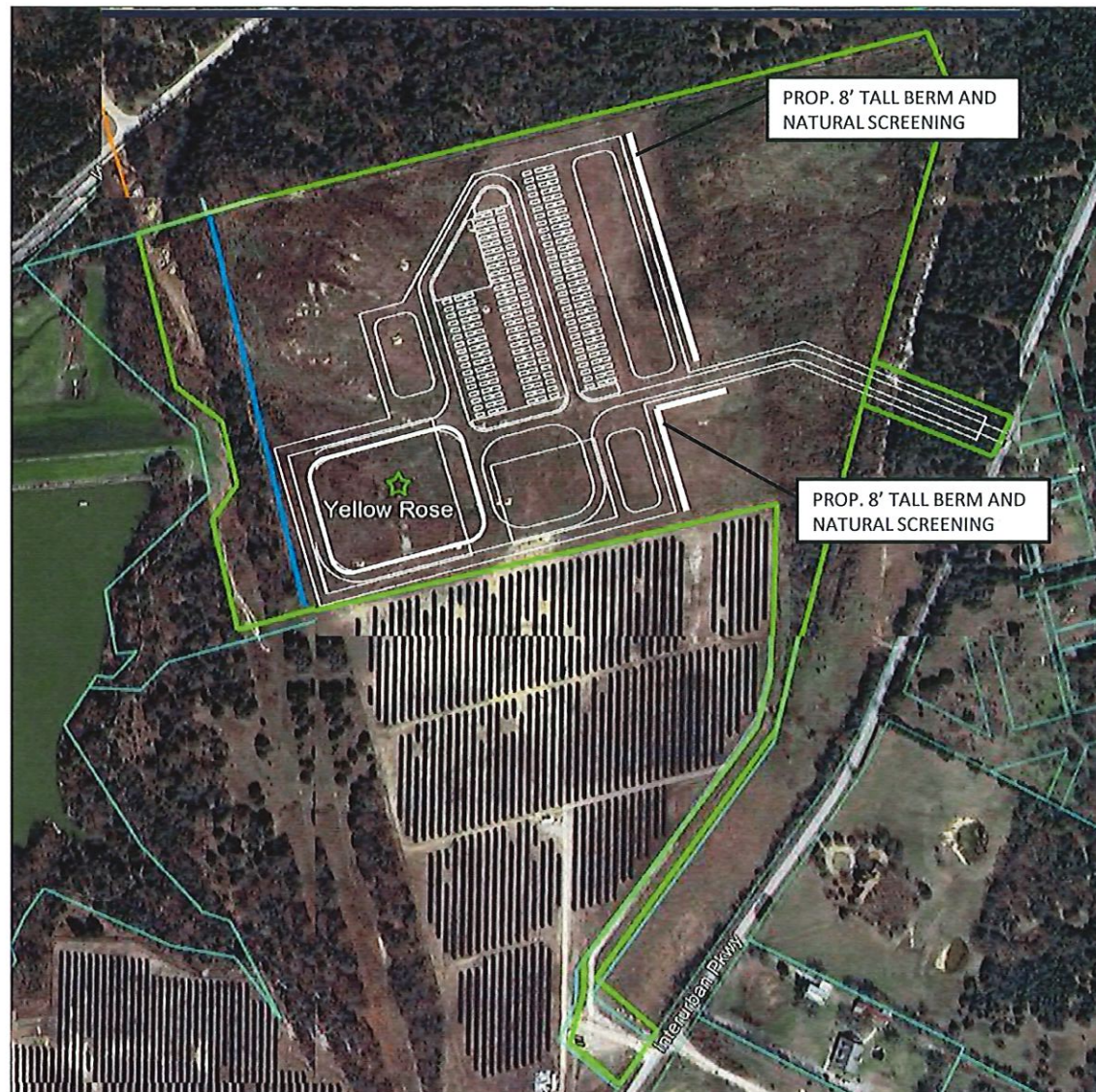
**\$1.8 million project will
give Sherman's Fairview
Park a new look**





JOB NO. 22080888 - AA



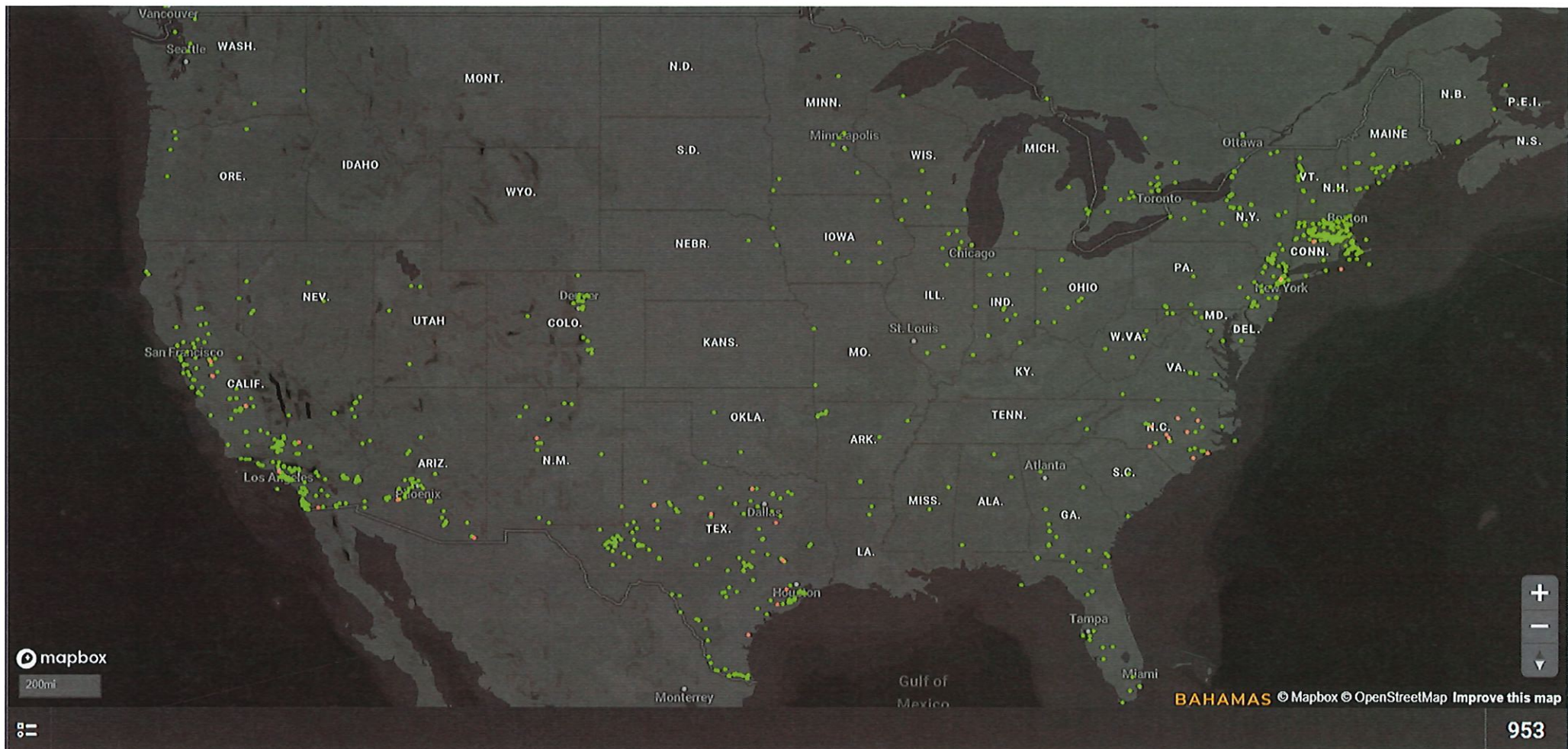


LAND USE/ PROXIMITY SUMMARY

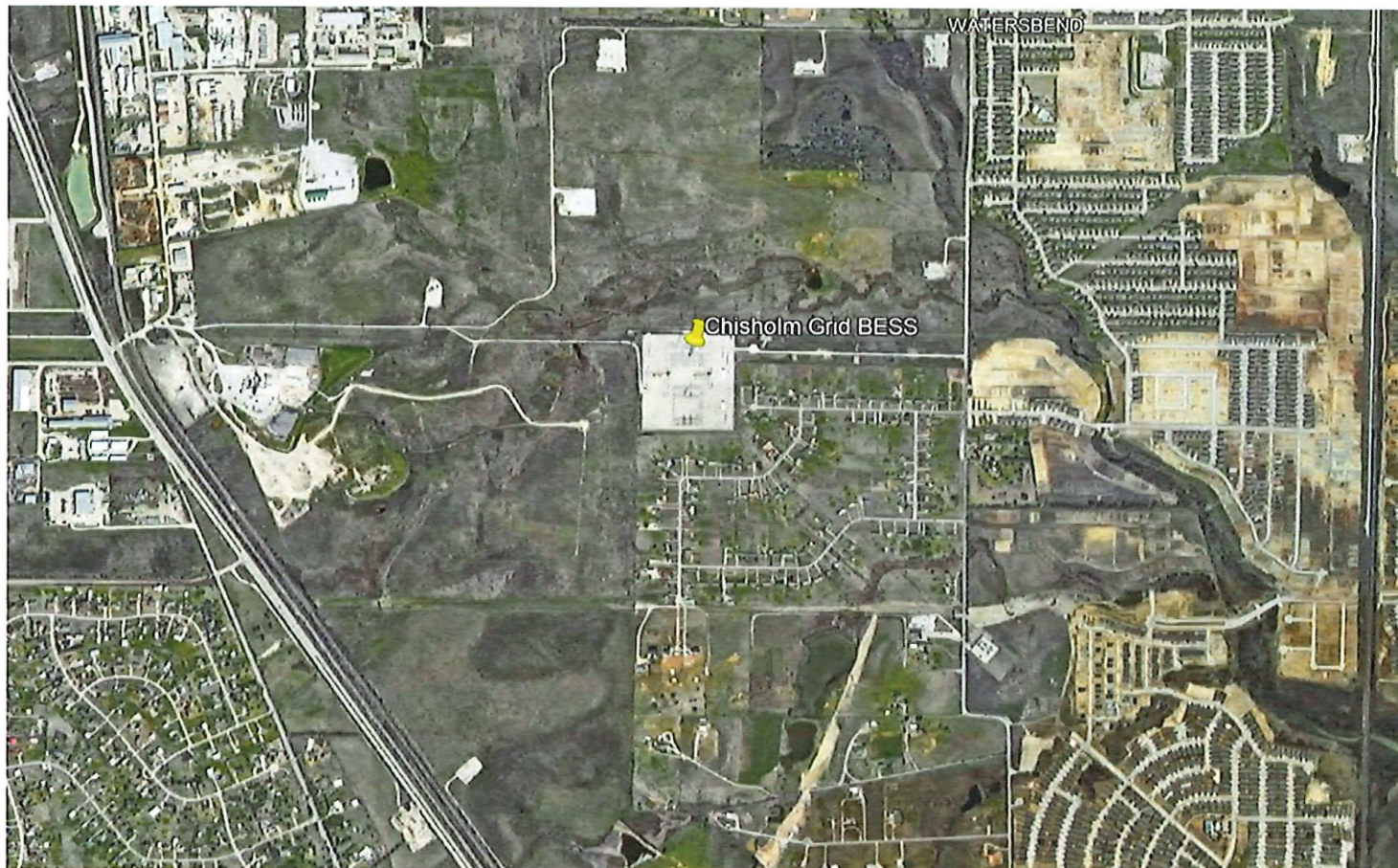
1. The SUP unanimously passed in 2017 **forever changed** the highest and best use of the tract.
2. **Surrounding** neighbors overwhelmingly support this plan. It is THEIR neighborhood.
3. The site will be 900' – 1600' (¼ mile from the road) secluded by trees in Oncor ROW.
4. Preserves trees, adds +/- 45 acres to Herman Baker Park and protects its boundaries forever.
5. Moving 200' east of the Oncor power lines creates a perpetual “green buffer” for the park.
6. The development is undetectable from the Interurban Way or Baker Park.
7. Provides more extensive green space than other development.
8. Extends Trail network from Sory Elementary to SHS/ Center Street to West Travis.
9. Provides screening of Solar Farm along Interurban Way.
10. Generates immediate & higher tax revenues than ANY other use - \$30 mil. over 25 yrs.
11. All this at \$0 cost to the Sherman Taxpayer.



Nationwide BESS Facilities – 953 Operational



Chisholm Grid BESS – 100MW / 200MWh



Tarrant County, TX



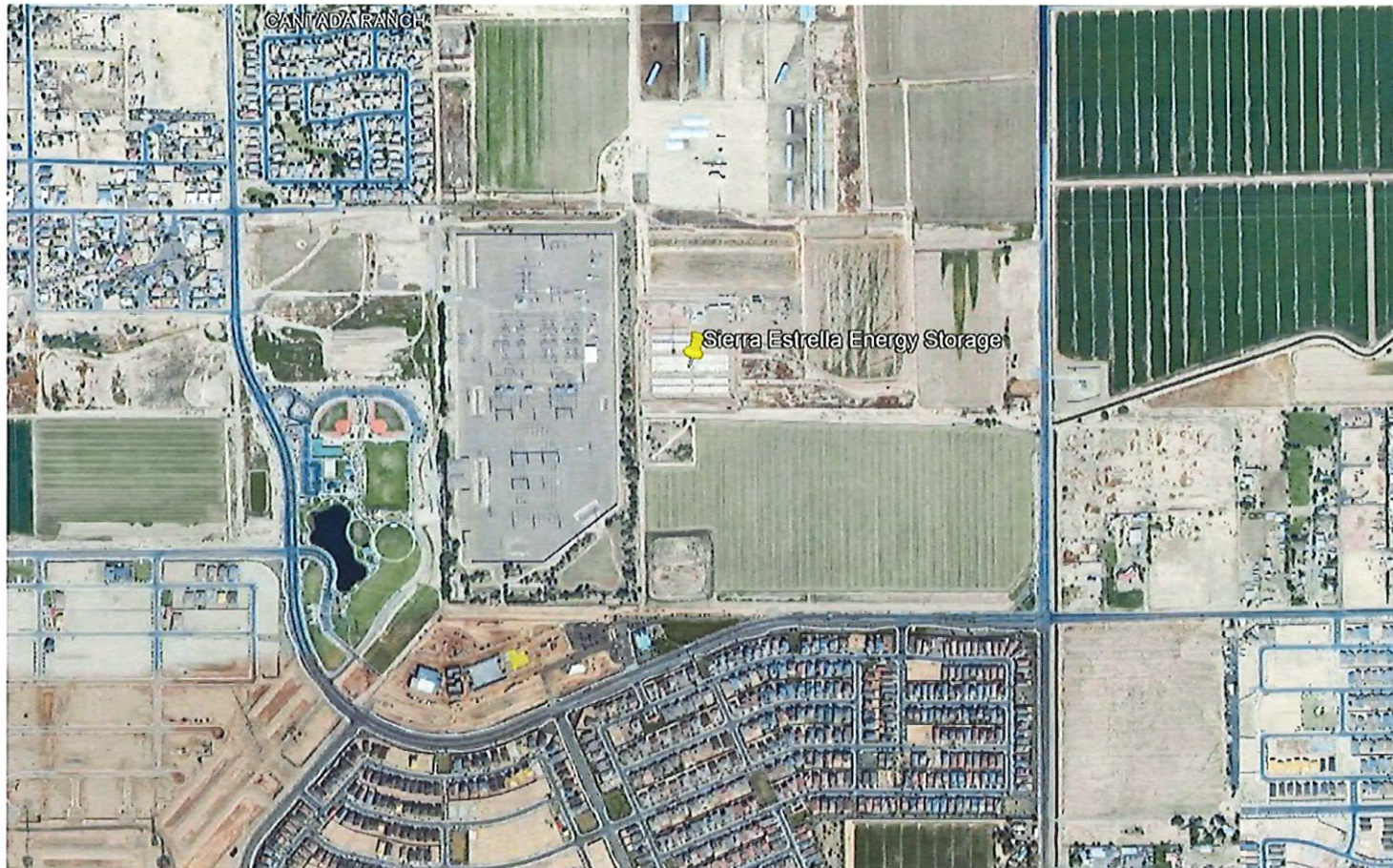
Diablo 1 & 2 – 200MW / 800MWh



Contra Costa County, CA



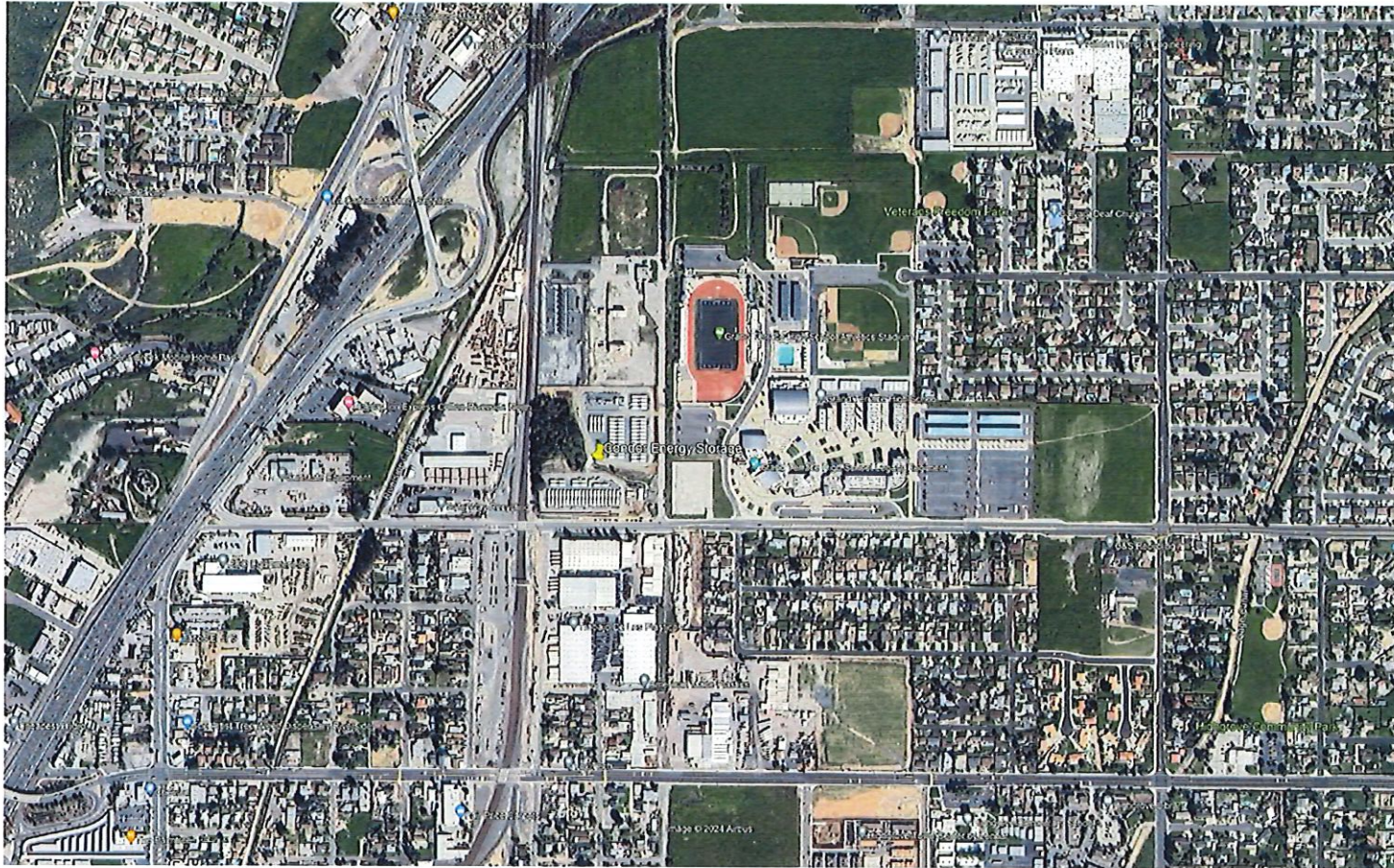
Sierra Estrella Energy Storage – 250MW / 1,000MWh



Maricopa County, AR



Condor Energy Storage – 200MW / 800MWh



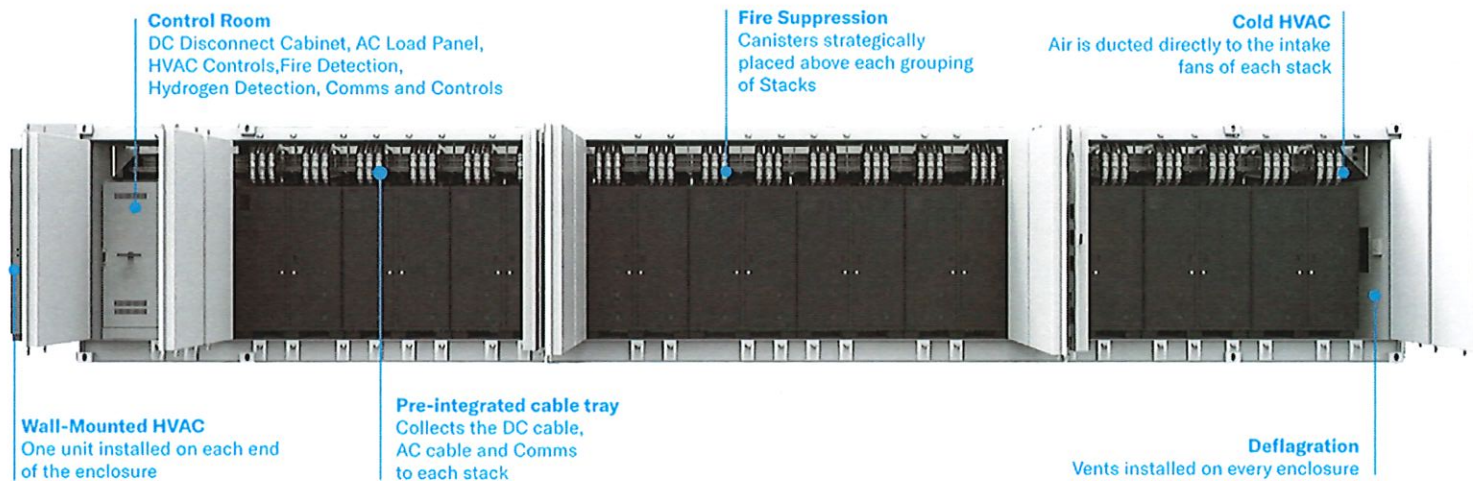
San Bernardino County, CA



BATTERY ENERGY STORAGE SYSTEMS EXPLAINED

Utility-scale BESS facilities are connected directly to the electric grid and consist of:

- Lithium-ion batteries & battery racks
- Battery enclosure containers
- Inverters to convert between DC and AC electricity
- During normal operations, the batteries are completely solid with a contained paste-like electrolyte, so off-gassing and leakage will not occur even if physically damaged
- Energy/Battery Management System (EMS/BMS) to control and monitor all equipment



BUILT-IN SAFETY FEATURES

1. Energy/Battery Management System (EMS/BMS)
 - The EMS constantly monitors all equipment and is programmed to automatically disconnect battery cells in the event of abnormal temperature or voltage conditions.
2. Unprevented Fire Event
 - In the rare event that a fire does occur, National Fire Protection Association code recommends a let-it-burn approach.
 - BESS containers are adequately spaced to prevent fire propagation from one container to another.
 - Individual units are designed to completely burn within a matter of hours. Once a container is finished burning, it is craned off-site and replaced.
 - Smoke from BESS fires is similar in toxicity to that of a typical house fire and less toxic than that of a typical passenger vehicle fire.

BENEFITS TO SHERMAN AND THE SURROUNDING AREA



Increases Electric Reliability

BESS facilities store electricity to respond to supply shortages. This directly improves grid resilience, leading to fewer blackouts and brownouts for residents and businesses in the area.



Resolves Transmission Inefficiencies

Growth in renewable energy resources and the rapidly increasing demand for electricity leads to transmission inefficiencies. Battery storage facilities are strategically placed to respond.



Significant Tax Contributions

With a proposed capital investment of ~\$170MM and an operational lifespan of 20+ years, the proposed facility will become a meaningful tax contributor for decades to come.

RELIABLE POWER FOR INDUSTRIAL GROWTH

Bringing energy efficiency to the fab

Large semiconductor fabs use as much as 100 megawatt-hours of power each hour, which is more than many automotive plants or oil refineries do. In some markets, electricity can account for up to 30 percent of fab operating costs, so there is significant opportunity in rethinking power usage and management.

Steve Chen,
Apoorv Gautam, and
Florian Weig

A typical semiconductor fabrication plant, or fab, will use as much power in a year as about 50,000 homes. In fact, the larger "megafabs" can consume more electricity than auto plants and refineries. Some facilities have even built their own captive power plants.

While the power consumed by semiconductor chips has been reduced significantly in the past decade, improvements in the energy used during the chip-production process have lagged behind. Energy costs can account for 5 to 30 percent of fab operating expenses, depending on local electricity prices. High-tariff markets include semiconductor hot spots like Japan and Singapore.

Given the competitive intensity of the industry, it is not surprising that integrated device manufacturers and foundries have invested to achieve energy-efficient solutions (sometimes in collaboration with "green" nongovernmental organizations). We often find, however, that less work has been put into ensuring that the company's infrastructure is run in the most efficient manner. Instead, reliability is frequently the primary, and sometimes the only, consideration when it comes to utility requirements. Few measurements are taken, and at many fabs, there is only one power meter for the entire clean room, despite the dozens of power-intensive tools contained therein. About \$20 million to \$30 million in electricity

McKinsey & Company - [LINK](#)

TECHNOLOGY AND IoT > ENERGY

The Success of US Chip Manufacturing Hinges on Our Electric Grid

March 12, 2024

Advanced semiconductor equipment requires 10 times more power. Our grid is not up to the task.

Sarah Shinton

Industry Week - [LINK](#)

INDUSTRY ARTICLE

Protecting Critical Power Supplies With 24/7 Chip Production

January 28, 2024 by Daniel Turk, ABB



As semiconductor shortages cause disruption worldwide, production facilities are being commissioned to meet demand. Uptime is crucial, as these facilities must run around the clock to fill backlogs and future orders. This article examines the electrification specification required to protect critical power supplies and keep semiconductor production rolling.

EE Power - [LINK](#)

Energy Considerations at the Dawn of Strategic Manufacturing



Center For Strategic & International Studies - [LINK](#)

PROJECT OVERVIEW

YELLOW ROSE BESS

LAND

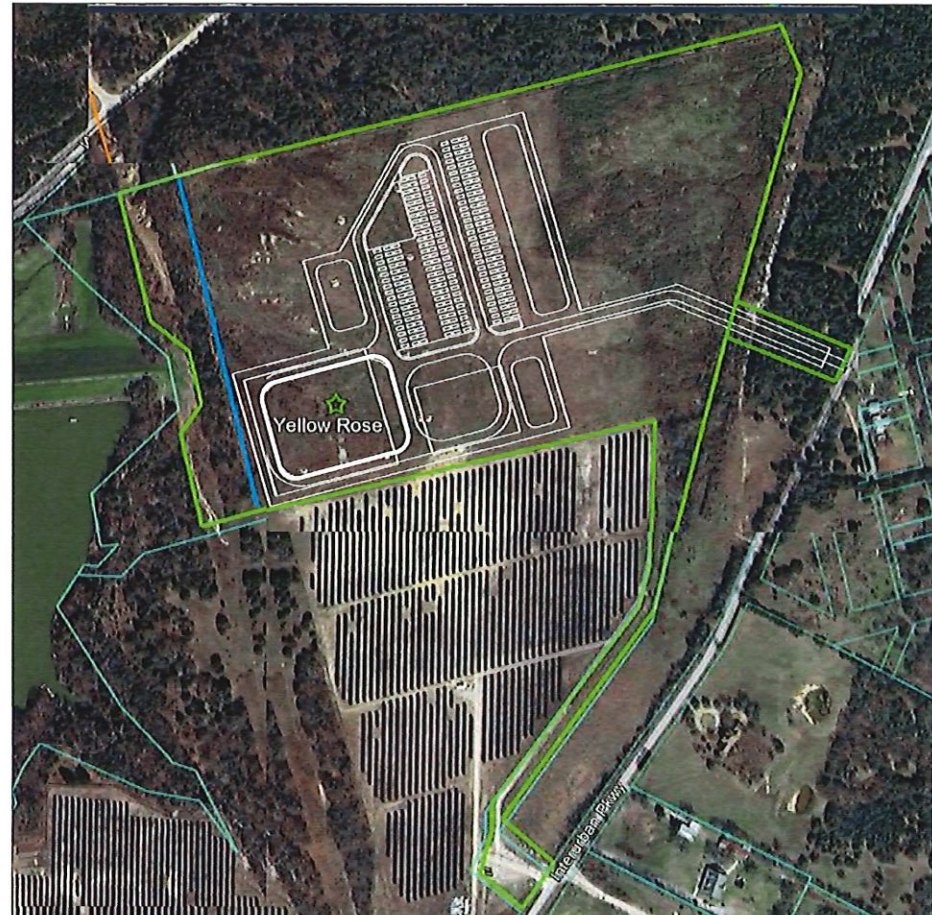
- **Land Control:** 40 acres (purchase option)
- **Location:** Grayson County, TX – Sherman City Limits

INTERCONNECTION / CONSTRUCTION

- **Proposed Size:** 200MW x 2h
 - 125,000 homes x 2 hours
- **Proposed POI:** Oncor 138kV Line Tap – Valley Switch to Stone Creek Switch
- **Estimated Operation Date:** Q1 2027
- **Estimated Construction Start:** Q2 2026

ADDITIONAL INFORMATION

- **Full-Time Employees:** 0 (unmanned facility)
100 – 200 construction jobs
- Landscaping for site maintenance
- **Project Cost:** ~\$170MM
- **Estimated Property Taxes:** \$30,000,000
(Over 25 years)



Holley Energy Solutions LLC Ad Valorem Payment Schedule- Yellow Rose BESS 200 Mwac

Tax Year	Market Value of Qualified Property	Aggregated Payments to all ISD's on Qualified Property	Aggregated Payments to all County and City Jurisdictions on Qualified Property	Total Payments
2027	\$0	\$0	\$0	\$ -
2028	\$143,852,172	\$2,045,434	\$1,114,900	\$ 3,160,334
2029	\$130,488,855	\$1,855,421	\$1,011,330	\$ 2,866,751
2030	\$117,125,539	\$1,665,408	\$907,760	\$ 2,573,168
2031	\$103,762,222	\$1,475,395	\$804,190	\$ 2,279,585
2032	\$90,398,906	\$1,285,382	\$700,620	\$ 1,986,002
2033	\$77,035,589	\$1,095,369	\$597,050	\$ 1,692,420
2034	\$63,672,273	\$905,356	\$493,480	\$ 1,398,837
2035	\$50,308,956	\$715,343	\$389,911	\$ 1,105,254
2036	\$36,945,640	\$525,330	\$286,341	\$ 811,671
2037	\$31,443,098	\$447,089	\$243,694	\$ 690,783
2038	\$31,443,098	\$447,089	\$243,694	\$ 690,783
2039	\$31,443,098	\$447,089	\$243,694	\$ 690,783
2040	\$31,443,098	\$447,089	\$243,694	\$ 690,783
2041	\$31,443,098	\$447,089	\$243,694	\$ 690,783
2042	\$31,443,098	\$447,089	\$243,694	\$ 690,783
2043	\$31,443,098	\$447,089	\$243,694	\$ 690,783
2044	\$31,443,098	\$447,089	\$243,694	\$ 690,783
2045	\$31,443,098	\$447,089	\$243,694	\$ 690,783
2046	\$31,443,098	\$447,089	\$243,694	\$ 690,783
2047	\$31,443,098	\$447,089	\$243,694	\$ 690,783
2048	\$31,443,098	\$447,089	\$243,694	\$ 690,783
2049	\$31,443,098	\$447,089	\$243,694	\$ 690,783
2050	\$31,443,098	\$447,089	\$243,694	\$ 690,783
2051	\$31,443,098	\$447,089	\$243,694	\$ 690,783
2052	\$31,443,098	\$447,089	\$243,694	\$ 690,783
2053	\$31,443,098	\$447,089	\$243,694	\$ 690,783
Total				\$29,617,341

Texas Business and Commerce Code §117.002, aka,
The Lone Star Infrastructure Protection Act (LSIPA)

Sec. 117.002. PROHIBITED ACCESS TO CRITICAL INFRASTRUCTURE. (a) A business entity may not enter into an agreement relating to critical infrastructure in this state with a company:

- (1) if, under the agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the business entity for product warranty and support purposes; and
- (2) if the business entity knows that the company is:
 - (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by:
 - (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or
 - (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or
 - (B) headquartered in China, Iran, North Korea, Russia, or a designated country.
- (b) The prohibition described by Subsection (a) applies regardless of whether:
 - (1) the company's or its parent company's securities are publicly traded; or
 - (2) the company or its parent company is listed on a public stock exchange as:
 - (A) a Chinese, Iranian, North Korean, or Russian company; or
 - (B) a company of a designated country.

YELLOW ROSE BESS SUMMARY

1. Compliments and improves the existing development and existing SUP.
2. Highest Financial Return of ANY proposed use taxpayers – \$30 mil 25 yrs.
3. \$1 mil.+ annually for 25+ years.
4. Offers significant economic benefits to Sherman taxpayers.
5. Enhances consistent power to local industry ensuring continued growth.
6. Utilizes and maximizes a valuable local asset – Stone Creek Switch
7. No increase in traffic along Interurban Way.
8. Meets City of Sherman Fire Adopted Safety Standards - IBC 2021.
9. *Meets IBC 2024, IFC Section 1207, UL 9540, 9540A, NFPA 855 Standards

* International Building Code, International Fire Code, Universal Laboratories, National Fire Protection Association.





August 15, 2024

To whom it may concern:

Cypress Creek Renewables company Dogwood Creek Landholdings LLC owns 66 acres of property identified as Paracel 155 062507007 and operates a solar energy facility on that property which is along W Moore Street in Sherman, Texas.

Cypress Creek is willing to grant the City of Sherman an easement for a walking trail under the area identified in Figure 1 on the following page. This is the area underneath the existing Oncor transmission lines. Please note, Cypress Creek is only willing to grant an easement for this use if:

1. Oncor approves of this use within their utility transmission corridor and within their existing easement
2. A mutually agreeable easement is negotiated and executed between the City and the relevant Cypress Creek entity
3. The City of Sherman pays for all costs associated with improvements of the walking trail, including but not limited to fencing to limit public access into the private property owned by Cypress Creek and any other upgrades required to build and maintain the walking trail

Additionally, Cypress Creek is willing to install a vegetative buffer that does not exceed \$20,000 in total cost along West Moore Road and identified on the following page as Figure 2. Please note, Cypress Creek will only commit to the vegetative buffer installations if the proposed Yellow Rose BESS project reaches Commercial Operation and installs the vegetative buffer on behalf of Cypress Creek.

Thank you,

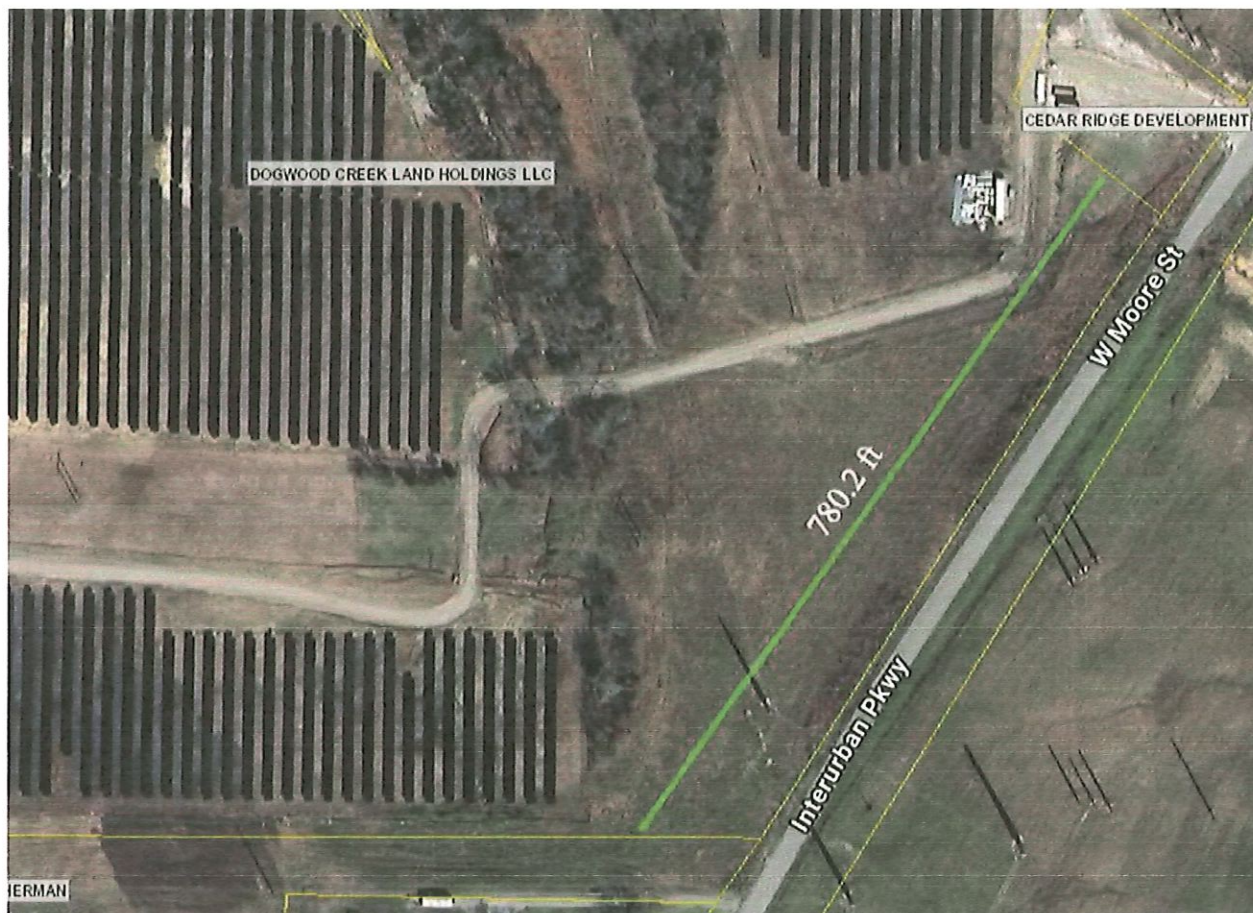
By: _____
DocuSigned by:
Haley Larabee
45D395B5ECFE4E1...

Title: Authorized Person

Figure 1:



Figure 2:



STATE OF TEXAS

§

September 23, 2024

COUNTY OF GRAYSON

§

BE IT REMEMBERED THAT A Called Meeting of the Sherman City Council was begun and held in the Meeting Room of the Sherman Public Library, on September 23, 2024.

COUNCIL MEMBERS PRESENT: Mayor David Plyler; Deputy Mayor Shawn Teamann
Council Member Stevenson.

COUNCIL MEMBERS ABSENT: Council Members Dobbs, Holland, Howeth, Marroquin.

CITY STAFF PRESENT: Robby Hefton, City Manager; Terrence Steele, Assistant City Manager; Clint Philpott, Assistant City Manager; Billy Hartsfield, Fire Chief; Sarah McRae, Tourism/Main Street Manager; Whitney Tilley, Tourism/Main Street Administrative Specialist; Trevor Deaton, IT Support Tech; Teri Fine, Assistant to the City Manager; Linda Ashby, City Clerk.

CITY ATTORNEY: Ryan Pittman, Abernathy, Roeder, Boyd, Hullett

PURPOSE: Call to Order, Quorum Determined, Meeting Declared Open, Recognition of Guests and Visitors

CITIZEN'S COMMENTS

Declare Results of the September 14, 2024 Special Municipal Election Canvass of Election Returns

RESOLUTION NO. 7366

Declaring the Results of the September 14, 2024 Special Municipal Election Held in the City of Sherman, Grayson County, Texas, to Fill a Vacancy in the Council Member, District 1 Position

COUNCIL COMMENTS

EXECUTIVE SESSION

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

The City Council will now hold an Executive Session pursuant to the provisions of the Open Meetings Law, Chapter 551, Government Code, Vernons Texas Codes Annotated, in accordance with the authority contained in the following sections.

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

COUNCIL MINUTES – SEPTEMBER 23, 2024

deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person

TEX. GOV'T CODE § 551.073 --

Deliberating A Negotiated Contract For A Prospective Gift Or Donation To The City If Deliberation In An Open Meeting Would Have A Detrimental Effect On The Position Of The City In Negotiations With A Third Person

TEX. GOV'T CODE § 551.074 --

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

TEX. GOV'T CODE § 551.076 –

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

TEX. GOV'T CODE § 551.087 –

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

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

OPEN MEETING

Reconvene into Open Meeting and Consider Action, if any, on items discussed in Executive Session

ADJOURNMENT

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN, RECOGNITION OF GUESTS AND VISITORS

Mayor Plyler called the meeting to order at 12:00 p.m., declared a quorum present, and opened the City Council Meeting.

CITIZEN COMMENTS

There were no citizen's comments.

DECLARE RESULTS OF THE SEPTEMBER 14, 2024 SPECIAL MUNICIPAL ELECTION CANVASS OF ELECTION RETURNS

Mayor Plyler canvassed the Election returns of the September 14, 2024 Special Municipal Election to fill a vacancy in the Council Member, District 1 position. He read the number of

COUNCIL MINUTES – SEPTEMBER 23, 2024

early votes, Election Day votes, and total votes received for the District 1 Council position. The detail of the Election returns are maintained in the permanent record file entitled “Elections” in the Office of the City Clerk. The canvass statistics are attached and made a part of these Minutes. (Exhibit A)

RESOLUTION NO. 7366

DECLARING THE RESULTS OF THE SEPTEMBER 14, 2024 SPECIAL MUNICIPAL ELECTION HELD IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, TO FILL A VACANCY IN THE COUNCIL MEMBER, DISTRICT 1 POSITION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DECLARING THE RESULTS OF THE SEPTEMBER 14, 2024 SPECIAL MUNICIPAL ELECTION HELD IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS.

Linda Ashby, City Clerk, presented the returns for the Special Election to fill the Council Member, District 1 position.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 7366, as presented.

Second by Deputy Mayor Teamann.

VOTING AYE: Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

COUNCIL COMMENTS

There were no Council comments.

EXECUTIVE SESSION

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

The City Council will now hold an Executive Session pursuant to the provisions of the Open Meetings Law, Chapter 551, Government Code, Vernons Texas Codes Annotated, in accordance with the authority contained in the following sections.

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

COUNCIL MINUTES – SEPTEMBER 23, 2024

or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing

TEX. GOV'T CODE § 551.076 –

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

TEX. GOV'T CODE § 551.087 –

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

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

Council Members determined there was no need for an Executive Session.

ADJOURNMENT

There being no further business to come before the City Council, motion was duly made and approved to adjourn the Meeting at 12:02 p.m.

MAYOR

ATTEST

CITY CLERK

CITY OF SHERMAN, TEXAS

Special Municipal Election September 14, 2024 Registered Voters 26,015 City Ballots Cast 1,551 Percentage Voted 5.96 %

PRECINCTS	101 *	102	103 *	104 *	204 *	206 *	301	302	303 *	304	310 *	405	408 *	409	410 *	TOTAL
Early Ballots Cast	54	38	60	0	0	92	132	139	0	143	12	21	0	215	156	1,062
Reg. Ballots Cast	23	19	25	0	0	29	65	57	0	90	4	4	0	98	75	489
Total Ballots Cast	77	57	85	0	0	121	197	196	0	233	16	25	0	313	231	1,551
Registered Voters	2,127	1,964	2,400	59	1	2,474	2,550	3,756	4	4,650	249	768	0	2,554	2,459	26,015
% of registered voters casting ballots by precinct	3.6 %	2.9 %	3.5 %	0 %	0 %	4.89 %	7.73 %	5.22 %	0 %	5 %	6.4 %	3.26 %	0 %	12.26 %	9.39 %	5.96 %

*Split Precincts – Some voters in these precincts are inside the Sherman City Limits and some are outside the Sherman City Limits;
Only voters inside the Sherman City Limits are allowed to vote the Sherman Ballot

Voter Statistics

RACES	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Council Member, District 1			
Sandra Melton	288	123	411
Casie Rivas	260	140	400
Clay Barnett	512	225	737

RACES	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
<i>Prepared by Linda Ashby, City Clerk, Sherman, Texas</i>			

There were 3 under votes, meaning that a voter did not vote in any race

STATISTICS				
	TOTAL	Absentee	Early Voting	Election Day
Election Day Precincts Reporting	15 of 15	0	0	15
Precincts Complete	0 of 15	0	0	0
Precincts Partially Reported	15 of 15	0	0	15
Absentee/ Early Precincts Reporting	15 of 15	11	15	0
Registered Voters - Total	0			
Ballots Cast - Total	1,551	232	830	489
Ballots Cast - Blank	3	1	1	1
Voter Turnout - Total	0.00%			

Council Member, District No.1
Vote For 1

	TOTAL	VOTE %	Absentee	Early Voting	Election Day
Sandra Melton	411	26.50%	81	207	123
Casie Rivas	400	25.79%	34	226	140
Clay Barnett	737	47.52%	116	396	225
Overvotes	0	0.00%	0	0	0
Undervotes	3	0.19%	1	1	1

Precinct 101

STATISTICS				
	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	0			
Ballots Cast - Total	77	9	45	23
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	0.00%			

Council Member, District No.1

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Sandra Melton	22	3	17	2
Casie Rivas	18	0	9	9
Clay Barnett	37	6	19	12
Overvotes	0	0	0	0
Undervotes	0	0	0	0

Precinct 102

STATISTICS				
	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	0			
Ballots Cast - Total	57	25	13	19
Ballots Cast - Blank	2	1	1	0
Voter Turnout - Total	0.00%			

Council Member, District No.1

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Sandra Melton	31	14	7	10
Casie Rivas	13	4	2	7
Clay Barnett	11	6	3	2
Overvotes	0	0	0	0
Undervotes	2	1	1	0

Precinct 103

STATISTICS				
	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	0			
Ballots Cast - Total	85	15	45	25
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	0.00%			

Council Member, District No.1

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Sandra Melton	27	4	14	9
Casie Rivas	28	2	16	10
Clay Barnett	30	9	15	6
Overvotes	0	0	0	0
Undervotes	0	0	0	0

Precinct 104

STATISTICS				
	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	0			
Ballots Cast - Total	0	0	0	0
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	0.00%			

Council Member, District No.1

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Sandra Melton	0	0	0	0
Casie Rivas	0	0	0	0
Clay Barnett	0	0	0	0
Overvotes	0	0	0	0
Undervotes	0	0	0	0

Precinct 204

STATISTICS				
	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	0			
Ballots Cast - Total	0	0	0	0
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	0.00%			

Council Member, District No.1

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Sandra Melton	0	0	0	0
Casie Rivas	0	0	0	0
Clay Barnett	0	0	0	0
Overvotes	0	0	0	0
Undervotes	0	0	0	0

Precinct 206

STATISTICS				
	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	0			
Ballots Cast - Total	121	21	71	29
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	0.00%			

Council Member, District No.1

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Sandra Melton	34	6	18	10
Casie Rivas	24	4	16	4
Clay Barnett	63	11	37	15
Overvotes	0	0	0	0
Undervotes	0	0	0	0

Precinct 301

STATISTICS				
	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	0			
Ballots Cast - Total	197	31	101	65
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	0.00%			

Council Member, District No.1

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Sandra Melton	50	9	26	15
Casie Rivas	45	5	25	15
Clay Barnett	102	17	50	35
Overvotes	0	0	0	0
Undervotes	0	0	0	0

Precinct 302

STATISTICS				
	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	0			
Ballots Cast - Total	196	32	107	57
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	0.00%			

Council Member, District No.1

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Sandra Melton	61	15	26	20
Casie Rivas	54	6	34	14
Clay Barnett	81	11	47	23
Overvotes	0	0	0	0
Undervotes	0	0	0	0

Precinct 303

STATISTICS				
	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	0			
Ballots Cast - Total	0	0	0	0
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	0.00%			

Council Member, District No.1

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Sandra Melton	0	0	0	0
Casie Rivas	0	0	0	0
Clay Barnett	0	0	0	0
Overvotes	0	0	0	0
Undervotes	0	0	0	0

Precinct 304

STATISTICS				
	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	0			
Ballots Cast - Total	233	33	110	90
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	0.00%			

Council Member, District No.1

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Sandra Melton	63	8	34	21
Casie Rivas	54	7	18	29
Clay Barnett	116	18	58	40
Overvotes	0	0	0	0
Undervotes	0	0	0	0

Precinct 310

STATISTICS				
	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	0			
Ballots Cast - Total	16	5	7	4
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	0.00%			

Council Member, District No.1

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Sandra Melton	2	0	0	2
Casie Rivas	6	3	2	1
Clay Barnett	8	2	5	1
Overvotes	0	0	0	0
Undervotes	0	0	0	0

Precinct 405

STATISTICS				
	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	0			
Ballots Cast - Total	25	3	18	4
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	0.00%			

Council Member, District No.1

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Sandra Melton	1	0	1	0
Casie Rivas	9	0	7	2
Clay Barnett	15	3	10	2
Overvotes	0	0	0	0
Undervotes	0	0	0	0

Precinct 408

STATISTICS				
	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	0			
Ballots Cast - Total	0	0	0	0
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	0.00%			

Council Member, District No.1
Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Sandra Melton	0	0	0	0
Casie Rivas	0	0	0	0
Clay Barnett	0	0	0	0
Overvotes	0	0	0	0
Undervotes	0	0	0	0

Precinct 409

STATISTICS				
	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	0			
Ballots Cast - Total	313	35	180	98
Ballots Cast - Blank	1	0	0	1
Voter Turnout - Total	0.00%			

Council Member, District No.1

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Sandra Melton	81	14	47	20
Casie Rivas	73	3	47	23
Clay Barnett	158	18	86	54
Overvotes	0	0	0	0
Undervotes	1	0	0	1

Precinct 410

STATISTICS				
	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	0			
Ballots Cast - Total	231	23	133	75
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	0.00%			

Council Member, District No.1

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Sandra Melton	39	8	17	14
Casie Rivas	76	0	50	26
Clay Barnett	116	15	66	35
Overvotes	0	0	0	0
Undervotes	0	0	0	0



City Council Regular Meeting

Agenda Item No. D.1.

Meeting Date: 10/7/2024

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:

G.4. * RESOLUTION NO. 7370

Determining a Public Necessity to Acquire Certain Property Interests for Public Use, Dedication for Construction and Expansion of FM 1417 (Heritage Parkway) from SH 56 to West Travis Street, Authorizing the City Manager or His Designee to Execute Right-of-Way Warranty Deeds for the Dedication of Land in Sherman, Grayson County, Texas

G.5. * RESOLUTION NO. 7371

Authorizing Execution of a Professional Services Agreement with Wade Trim, Inc. for the US 82 Wastewater Replacement Project

G.6. * RESOLUTION NO. 7372

Authorizing Execution of Amendment No. 2 to the Professional Services Agreement with Parkhill, Smith & Cooper, Inc. for the Water System Emergency Backup Power Project

G.7. * RESOLUTION NO. 7373

Authorizing Execution of a Professional Services Agreement with Mead & Hunt, Inc. for the North Wastewater Treatment Plant Expansion Study and Preliminary Engineering Feasibility Report

G.8. * RESOLUTION NO. 7374

Authorizing the Execution of an Encroachment Agreement with GM Sherman Owner LP for the Encroachment of a Monument Sign within 20-foot Utility Easement Established in Vol. 17, Pages 99 & 100, Plat Records, Grayson County, Texas

G.9. * RESOLUTION NO. 7375

Authorizing the Execution of an Encroachment Agreement with CastleRock Communities LLC for the Encroachment of a Retaining Wall within 10-foot Utility Easement and Right-of-Way Established in Instrument No. 2023-245, Plat Records, Grayson County, Texas

G.10. * RESOLUTION NO. 7376

Authorizing Execution of Amendment No. 1 to the Professional Services Agreement with Halff Associates, Inc. for Right-Of-Way Assistance

- G.11. * RESOLUTION NO. 7377**
Authorizing Execution of a Discretionary Service Agreement with Oncor Electric Delivery Company, LLC for the Relocation of Overhead Electric Supply along Post Oak Road, in the City of Sherman
- G.12. * RESOLUTION NO. 7378**
Approval of Grayson Central Appraisal District's Resolution #2024-02 Grayson Central Appraisal District
- G.13. * RESOLUTION NO. 7379**
Authorizing Purchase of a 2025 Chevy Silverado from Sames Motor Company through BuyBoard for the Sherman Fire Department
- G.14. * RESOLUTION NO. 7380**
Authorizing Purchase of A 2025 Chevy Tahoe from Sames Motor Company through BuyBoard for the Sherman Fire Department
- G.15. * RESOLUTION NO. 7381**
Authorizing Purchase of A 2025 Chevy Suburban from Sames Motor Company through BuyBoard for the Sherman Fire Department
- G.16. * RESOLUTION NO. 7382**
Approving and Authorizing Submission of a Contract with Motorola Solutions for Body Cameras, In-Car Video Systems, and Cloud Service
- G.17. * RESOLUTION NO. 7383**
Authorizing the Purchase of a New U55-5R3A Mini Excavator from Zimmerer Kubota for the Distribution Services Department through Sourcewell.
- G.18. * RESOLUTION NO. 7384**
Authorizing the Purchase of a New 2024 Ford F-350 Regular Cab from Rush Truck Center for the Distribution Services Department through BuyBoard.
- G.19. * RESOLUTION NO. 7385**
Authorizing the Purchase of a New 2024 Ford F-350 Crew Cab for the Distribution Services Department from Rush Truck Center through the Texas Local Government Purchasing Cooperative (BuyBoard).
- G.20. * RESOLUTION NO. 7386**
Authorizing the Purchase of a New 2024 Ford F-250 Regular Cab from Rush Truck Center for the Distribution Services Department through BuyBoard
- G.21. * RESOLUTION NO. 7387**
Authorizing the Purchase of a New 2024 T480 Kenworth Dump Truck from MHC for the Distribution Services Department through BuyBoard
- G.22. * RESOLUTION NO. 7388**
Authorizing the Purchase of Three New 2025 Chevy Tahoes from Silsbee Ford, Inc. through TIPS Purchasing Cooperative for the Sherman Police Department.
- G.23. * RESOLUTION NO. 7389**
Authorizing the Purchase of Vehicle Upfitting from Haloz36 Corp for the Three New 2025 Chevy Tahoes Through TIPS Purchasing Cooperative for the Sherman Police Department

- G.24. * RESOLUTION NO. 7390**
Authorizing the Purchase of a New Peterbilt 548 Knuckle Truck from Rush Truck Centers - Austin for the Solid Waste Department through Buyboard
- G.25. * RESOLUTION NO. 7391**
Authorizing the Purchase of a New Freightliner Rear Load Truck from Doggett Freightliner of South Texas LLC - Austin for the Solid Waste Department through the TIPS Purchasing Cooperative
- G.26. * RESOLUTION NO. 7392**
Authorizing the Purchase of a New 2024 Ford F-450 Regular Cab from Rush Truck for the Distribution Services Department Center through BuyBoard
- G.27. * RESOLUTION NO. 7393**
Authorizing the Purchase of a New Wilkens Transfer Trailer from Wilkens Industries, Inc. for the Solid Waste Department through the Buyboard
- G.28. * RESOLUTION NO. 7394**
Authorizing the Purchase of a New Mclaughlin VX50-500 Vacuum Excavator Trailer from Vermeer for the Distribution Services Department through BuyBoard
- G.29. * RESOLUTION NO. 7395**
Authorizing the Purchase of a New Peterbilt Roll Off Truck from Rush Trucking Center - Austin for the Solid Waste Department through Buyboard
- G.30. * RESOLUTION NO. 7396**
Authorizing the Purchase of a New Peterbilt Transfer Truck from Rush Trucking Center - Austin for the Solid Waste Department through Buyboard
- G.31. * RESOLUTION NO. 7397**
Authorizing the Purchase of a New Kenworth Roll Off Truck from MHC Kenworth - Dallas for the Solid Waste Department through Buyboard
- G.32. * RESOLUTION NO. 7398**
Authorizing Execution of Purchase with SoftwareOne for Annual Renewal of Microsoft Enterprise Agreement for Licenses including Office 365 and SQL Server through TIPS Purchasing Cooperative Contract
- G.33. * RESOLUTION NO. 7399**
Authorizing Execution of an Agreement with Knight Furniture Co Inc Under the City of Sherman's Downtown Building Improvement Grant Program for Renovations at 108 W Lamar Street
- G.34. * RESOLUTION NO. 7400**
Authorizing Execution of a Chapter 380 Grant Agreement with Ash & Barrel LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program
- G.35. * RESOLUTION NO. 7401**
Authorizing the Execution of a Contract from SpectrumVoip through Omnia contract # EV2370 or Buyboard Buyboard Co-op #498-15 to Provide City Telephone Service using SpectrumVoip Cloud Based Phone System.

H. 1. *REQUEST TO ADVERTISE

Purchase Multiple Fleet Vehicles for Multiple City Departments

H. 2. *REQUEST TO ADVERTISE

Requesting to Advertise for Competitive Bids for the Replacement of the Kidd-Key Conservatory Fountain Located at Kidd-Key Park

Background:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. E.1.

Meeting Date: 10/7/2024

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6775

Authorizing the Issuance of "CITY OF SHERMAN, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024"; Specifying the Terms and Features of Said Certificates; Providing for the Payment of Said Certificates of Obligation by the Levy of an Ad Valorem Tax Upon All Taxable Property within the City and a Limited Pledge of the Net Revenues from the Operation of the City's Waterworks and Sewer System; Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale and Delivery of Said Certificates, Including the Approval and Execution of a Paying Agent/Registrar Agreement and the Approval and Distribution of an Official Statement; and Providing an Effective Date

Issue:

Consider all matters incident and related to the issuance and sale of "City of Sherman, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024," including the adoption of an ordinance authorizing the issuance of such certificates of obligation.

Background:

The Council approved the Notice of Intention to Issue Certificates of Obligation at the August 5, 2024, Council Meeting. This Ordinance authorizes the City to actually issue the Certificates, which will be repaid over thirty years. The \$20 million in proceeds from the issuance are expected to be received at the end of October. The source of repayment will be property taxes, although the Certificates call for a pledge of both taxes and water and sewer revenues as security, as is customary.

The proceeds will be used to finance street projects, including major rebuilds of existing streets, and infrastructure in residential developments; and design and planning for a public works facility, a public safety training facility, and a new fire station.

Consider all matters incident and related to the issuance and sale of "City of Sherman, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024", including the adoption of an ordinance authorizing the issuance of such certificates of obligation.

Origination:

City Manager's Office

Financial Consideration:

The cost of issuance will be about \$275,000, which will be netted against the proceeds.

Staff Recommendation:

Staff recommends approval of the Ordinance.

Alternatives:

No alternatives can be recommended at this time.

Attachments:

1. Ordinance No. 6775

ORDINANCE NO. 6775

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS AUTHORIZING THE ISSUANCE OF "CITY OF SHERMAN, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024"; SPECIFYING THE TERMS AND FEATURES OF SAID CERTIFICATES; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES OF OBLIGATION BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND A LIMITED PLEDGE OF THE NET REVENUES FROM THE OPERATION OF THE CITY'S WATERWORKS AND SEWER SYSTEM; RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE AND DELIVERY OF SAID CERTIFICATES, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AND PROVIDING 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, notice of the City Council's intention to issue certificates of obligation in the maximum principal amount not to exceed \$20,000,000 for the purpose of paying contractual obligations to be incurred for (i) designing, constructing, improving, extending, expanding, upgrading developing, and equipping streets, roads, bridges, and intersections, including drainage, utility line relocations, sidewalks, entryways, landscaping, lighting, curbs, gutters, and acquisition of land and rights-of-way or other easements therefor; (ii) designing, constructing, acquiring, improving and equipping City administrative facilities, including fleet and equipment services facilities, solid waste and recycling facilities, building maintenance facilities, grounds maintenance facilities, and facilities for the streets, parks, utility distribution and solid waste departments, and the purchase of land and acquisition of any rights-of-way or other easements therefor; (iii) designing, constructing, acquiring, purchasing, designing, renovating, improving and equipping public safety facilities, including a fire station and a public safety training facility, and the acquisition of land and rights-of-way or other easements therefor; (iv) designing, constructing, and renovating Westhill Cemetery, including creek erosion improvements; and (v) paying professional services fees and other such costs incurred in connection therewith including the costs of issuing the Certificates, has been duly published in the *Herald Democrat*, a newspaper hereby found and determined to be of general circulation in the City of Sherman, Texas, on August 20, 2024, and August 27, 2024, the date of the first publication of such notice being not less than forty- six (46) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates and (ii) continuously on the City's website for at least forty-five (45) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

WHEREAS, no petition protesting the issuance of the certificates of obligation and bearing valid petition signatures of at least 5% of the qualified electors of the City, has been presented to or filed with the Mayor, City Clerk or any other official of the City on or prior to

the date of the passage of this Ordinance; and

WHEREAS, during the preceding three years, the City has not submitted a bond proposition to authorize the issuance of bonds for the same purposes for which the Certificates are hereby being issued and which proposition was disapproved by voters; and

WHEREAS, the Council hereby finds and determines the certificates of obligation described in the aforesaid notice should be issued and sold at this time in the amount and manner as hereinafter provided; now, therefore,

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$, to be designated and bear the title "CITY OF SHERMAN, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) designing, constructing, improving, extending, expanding, upgrading developing, and equipping streets, roads, bridges, and intersections, including drainage, utility line relocations, sidewalks, entryways, landscaping, lighting, curbs, gutters, and acquisition of land and rights-of-way or other easements therefor; (ii) designing, constructing, acquiring, improving and equipping City administrative facilities, including fleet and equipment services facilities, solid waste and recycling facilities, building maintenance facilities, grounds maintenance facilities, and facilities for the streets, parks, utility distribution and solid waste departments, and the purchase of land and acquisition of any rights-of-way or other easements therefor; (iii) designing, constructing, acquiring, purchasing, designing, renovating, improving and equipping public safety facilities, including a fire station and a public safety training facility, and the acquisition of land and rights-of-way or other easements therefor; (iv) designing, constructing, and renovating Westhill Cemetery, including creek erosion improvements; and (v) paying professional services fees and other such costs incurred in connection therewith including the costs of issuing the Certificates, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Date. The Certificates are issuable in fully registered form only; shall be dated October 31, 2024 (the "Certificate Date") and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on August 15 in each of the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rate(s) in accordance with the following schedule:

<u>Year of</u> <u>Stated Maturity</u>	<u>Principal</u> <u>Amount (\$)</u>	<u>Interest</u> <u>Rate (%)</u>
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
2051
2052
2053
2054

The Certificates shall bear interest on the unpaid principal amounts from the date of their delivery to the initial purchasers, anticipated to be October 31, 2024 (the "Delivery Date") at the rates per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30-day months); and such interest shall be payable on February 15 and August 15 of each year, commencing February 15, 2025, until maturity or prior redemption.

SECTION 3: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar

and the City may prescribe. The Mayor or Mayor Pro Tem and City Clerk are authorized to execute and deliver such Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State of Texas, financial institution or other entity duly qualified and legally authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates shall be payable at the Stated Maturities or upon prior redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices initially in East Syracuse, New York, or with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

(a) Optional Redemption. The Certificates having Stated Maturities on and after [August 15, 2034], shall be subject to redemption prior to maturity, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on [August 15, 2033], or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

At least forty-five (45) days prior to a redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date of redemption therefor. The decision of the City to exercise the right to redeem Certificates shall be entered in the minutes of the governing body of the City.

(b) Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificates as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificates by \$5,000 and shall select the Certificates to be redeemed within such Stated Maturity by lot or by any other customary method that results in a random selection.

(c) Mandatory Redemption. [The Certificates maturing on August 15, 20__, and August 15, 20__ (the "Term Certificates") shall be subject to mandatory redemption in part prior to maturity at the redemption price of par and accrued interest to the date of redemption on the respective dates and in the principal amounts as follows:

Term Certificates due August 15, 20__

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 20__	\$
August 15, 20__	\$
August 15, 20__	\$_____ (maturity)

Term Certificates due August 15, 20__

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 20__	\$
August 15, 20__	\$
August 15, 20__	\$
August 15, 20__	\$_____ (maturity)

Approximately forty-five (45) days prior to each mandatory redemption date for the Term Certificates, the Paying Agent/Registrar shall select by lot, or by any other customary method that results in a random selection, the numbers of the Term Certificates within the applicable Stated Maturity to be redeemed on the next following August 15 from moneys set aside for that purpose in the Certificate Fund (as hereinafter defined). Any Term Certificates not selected for prior redemption shall be paid on the date of their Stated Maturity.

The principal amount of the Term Certificates for a given Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (2) shall have been redeemed pursuant to the optional redemption provisions set forth in subparagraph (a) of this Section and not theretofore credited against a mandatory redemption requirement.]

(d) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register

at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, provided moneys sufficient for the payment of such Certificate (or the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar, and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender of the Certificates. If a Certificate is subject by its terms to prior redemption and has been called for redemption and notice of redemption has been duly given as hereinabove provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys sufficient for the payment of such Certificate (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

(e) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

SECTION 5: Registration - Transfer - Exchange of Certificates - Predecessor Certificates. The Paying Agent/Registrar shall obtain, record and maintain in the Security Register the name and address of each and every owner of the Certificates issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate (other than the Initial Certificate(s) authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying

Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates (other than the Initial Certificate(s) authorized in Section 8) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange, upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates to the Holder requesting the exchange.

All Certificates issued in any transfer or exchange of Certificates shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class, postage prepaid to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 21 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4, and 5 of this Ordinance relating to the payment, transfer, and exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in the Blanket Issuer

Letter of Representations by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Certificates, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4 and 5 of this Ordinance.

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Clerk. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the date of the adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of the individuals executing the same shall cease to be such officer at the time of delivery of the Certificates to the initial purchaser(s) and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in **Exhibit B**, manually or by facsimile executed by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in **Exhibit B**, manually or by facsimile executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

SECTION 8: Initial Certificate(s). The Certificates herein authorized shall be initially issued either (i) as a single fully-registered certificate in the total principal amount stated in Section 1 above with principal installments to become due and payable as provided in Section 2 and numbered T-1, or (ii) as multiple fully registered certificates, being one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (the "Initial Certificate(s)") and, in either case, the Initial

Certificate(s) shall be registered in the name of the initial purchasers or the designee thereof. The Initial Certificate(s) shall be submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchasers, or the designee thereof. Any time after the delivery of the Initial Certificate(s) and pursuant to written instructions from the initial purchasers, or the designee thereof, the Paying Agent/Registrar shall cancel the Initial Certificate(s) and exchange it for the definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified for such purpose; all pursuant to and in accordance with such written instructions from the initial purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates, shall be substantially in the forms set forth in **Exhibit B** attached hereto with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Ordinance and may have such letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Certificates as evidenced by their execution. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the certificate.

The definitive Certificates and the Initial Certificate(s) shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

SECTION 10: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appears herein without qualifying language, are defined to mean as follows:

(a) The term "Additional Obligations" shall mean combination tax and revenue obligations hereafter issued which by their terms are payable from ad valorem taxes and additionally payable from and secured by a parity lien on and pledge of the Net Revenues of the System of equal rank and dignity with the lien and pledge securing the payment of the Previously Issued Certificates and the Certificates.

(b) The term "Certificate Fund" shall mean the special Fund created and established under the provisions of Section 11 of this Ordinance.

- (c) The term "Certificates" shall mean the "City of Sherman, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024" authorized by this Ordinance.
- (d) The term "Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.
- (e) The term "Fiscal Year" shall mean the twelve month financial accounting period used by the City in connection with the operation of the System which may be any twelve consecutive month period established by the City.
- (f) The term "Government Securities" shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Certificates.
- (g) The term "Gross Revenues" shall mean all income, receipts and revenues of every nature derived or received from the operation and ownership (excluding refundable meter deposits, restricted gifts and grants in aid of construction) of the System, including earnings and income derived from the investment or deposit of moneys in any special funds or accounts created and established for the payment and security of the Prior Lien Obligations and other obligations payable solely from and secured only by a lien on and pledge of the Net Revenues.
- (h) The term "Net Revenues" shall mean Gross Revenues of the System, with respect to any period, after deducting the System's Operating and Maintenance Expenses during such period.
- (i) The term "Operating and Maintenance Expenses" shall mean all current expenses of operating and maintaining the System, including all salaries, labor, materials, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the City Council, reasonably and fairly exercised, are necessary to maintain the operations and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair obligations payable from Net Revenues shall be deducted in determining "Net Revenues". Depreciation charges shall not be considered Operating and Maintenance Expenses. Operating and Maintenance Expenses shall include payments under contracts for the purchase of water supply, treatment of sewage or other materials, goods, services, or facilities for the System to the extent authorized by law and the provisions of such contract.

(j) The term "Outstanding" when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 22 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 21 hereof.

(k) The term "Previously Issued Certificates" shall mean the outstanding (1) "City of Sherman, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2016", dated July 15, 2016, originally issued in the principal amount of \$6,970,000, (2) "City of Sherman, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2017", dated March 30, 2017, originally issued in the principal amount of \$18,110,000, (3) "City of Sherman, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2018", dated September 6, 2018, originally issued in the principal amount of \$18,980,000, (4) "City of Sherman, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2019", dated May 14, 2019, originally issued in the principal amount of \$19,130,000, (5) "City of Sherman, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021" dated May 18, 2021, originally issued in the principal amount of \$29,025,000, and (6) "City of Sherman, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023" dated September 21, 2023, originally issued in the principal amount of \$73,640,000.

(l) The term "Prior Lien Obligations" shall mean all revenue bonds or other obligations hereafter issued, payable from and secured, in whole or in part, by a lien on and pledge of all or a portion of the Net Revenues of the System prior to the right and claim on the Net Revenues of the System securing the payment of the Previously Issued Certificates and the Certificates.

(m) The term "System" shall mean all properties, facilities and plants currently owned, operated and maintained by the City for the supply, treatment, transmission and distribution of treated potable water and the collection, treatment and disposal of water carried wastes, together with all future improvements, extensions, enlargements and additions thereto and replacements thereof.

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account or fund on the books and records of the City known as the

"SPECIAL SERIES 2024 TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND", and all

moneys deposited to the credit of such Fund shall be kept and maintained in a special banking account a depository bank of the City. The Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance and City Clerk of the City, individually or collectively, are hereby authorized and directed to make withdrawals from said Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (Texas Government Code, Chapter 2256, as amended) relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a manner that the money required to be expended from said Fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12: Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied a sufficient tax, within the limitations prescribed by law, on each one hundred dollars' valuation of taxable property in said City, adequate to pay such Debt Service Requirements while the Certificates remain Outstanding, full allowance being made for delinquencies and costs of collection; and said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the City Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the Council shall determine:

(1) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Net Revenues of the System, together

with any other lawfully available revenues of the City, appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(2) The amount of Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(3) The amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3) above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 13: Limited Pledge of Net Revenues. The City hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues of the System to the payment and security of Prior Lien Obligations, the Net Revenues of the System in the amount of \$1,000 are hereby irrevocably pledged, equally and ratably, to the payment of the principal of and interest on the Previously Issued Certificates, the Certificates and Additional Obligations, if issued, and the limited pledge of \$1,000 of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System until such time as the City shall pay all of such \$1,000, after which time the pledge shall cease, and shall be on a parity in all respects with the lien on the Net Revenues securing the payment of the Previously Issued Certificates, all in accordance with the terms and provisions hereof. Furthermore, such lien on and pledge of the Net Revenues securing the payment of the Certificates shall be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer or transfer of control of the Net Revenues, the filing of this Ordinance or any other act; all as provided in Chapter 1208 of the Texas Government Code ("Chapter 1208").

Chapter 1208 applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the City under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the City under this Section 13 is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 14: System Fund. The City covenants and agrees that all Gross Revenues (excluding earnings from the investment of money held in any special funds or accounts created for the payment and security of the Prior Lien Obligations) shall be deposited as collected into a fund maintained at an official depository of the City and known on the books of the City as the "Water and Sewer System Fund" (hereinafter called the "System Fund"). All moneys deposited to the credit of the System Fund shall be allocated, dedicated and disbursed to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of reasonable and proper Operating and Maintenance Expenses of the System as defined herein or required by statute to be a first charge on and claim against the Gross Revenues of the System.

Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinances authorizing the issuance of Prior Lien Obligations.

Third: To the payment of the limited amount pledged to the payment of the Previously Issued Certificates and the Certificates.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

SECTION 15: Deposits to Certificate Fund. Subject to the provisions of Section 13 hereof, the City hereby covenants and agrees that the amount of pledged Net Revenues of the System (\$1,000), together with other lawfully available revenues appropriated by the City for payment of the Debt Service Requirements on the Certificates and ad valorem taxes levied, collected and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, or another fund created for the payment of the principal of and interest on any Certificates, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues of the System.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Certificate Fund, or (b)

defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the Holder of any of the Certificates shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 18: Special Covenants. The City hereby further covenants as follows:

(a) It has the lawful power to pledge the Net Revenues of the System to the payment of the Certificates in the manner herein contemplated and has lawfully exercised such power under the Constitution and laws of the State of Texas, including said power existing under Texas Government Code, Chapter 1502, as amended, and Texas Local Government Code, Subchapter C of Chapter 271, as amended.

(b) Other than for the payment of the Previously Issued Certificates and the Certificates, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System.

SECTION 19: Issuance of Prior Lien Obligations. The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, payable, in whole or in part, from the Net Revenues (without impairment of the obligation of contract with the Holders of the Certificates) upon such terms and conditions as the City Council may determine.

Additionally, the City reserves the right to issue Additional Obligations, without limitation or any restriction or condition being applicable to their issuance under the terms of this Ordinance, payable from and secured by a lien on and pledge of the Net Revenues of the System of equal rank and dignity, and on a parity in all respects, with the lien thereon and pledge thereof securing the payment of the Previously Issued Certificates and the Certificates.

SECTION 20: Application of Prior Lien Obligations Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such

conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations.

SECTION 21: Mutilated, Destroyed, Lost and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 22: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and the Net Revenues of the System and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or on a redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities shall mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. In the event of a defeasance of the Certificates, the City shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent certified public accountant, or another qualified third party concerning the sufficiency of the deposit of cash and/or Government Securities to pay, when

due, the principal of, redemption premium (if any), and interest due on any defeased Certificates. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 23: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section and in Section 39 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency or formal defect or omission herein. In addition, the City may, with the consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition or rescission.

SECTION 24: Covenants to Maintain Tax-Exempt Status.

- (a) **Definitions.** When used in this Section, the following terms have the following meanings:

"Closing Date" means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest

earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or- pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) the City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such

calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States from the construction fund, other appropriate fund, or if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Certificate Fund, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance or City Clerk, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 25: Sale of Certificates. Pursuant to a public sale for the Certificates, the bid submitted by ____ (herein referred to as the "Purchaser") is declared to be the best bid received producing the lowest true interest cost rate to the City; such bid is hereby accepted and incorporated herein by reference as a part of this Ordinance for all purposes and the sale of the

Certificates to said Purchaser at the price of \$___ representing ___% of the par value, is hereby approved and confirmed. Delivery of the Certificates to the Purchaser shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The terms of sale are hereby declared to be in the best interest of the City.

SECTION 26: Official Statement. The use of the Preliminary Official Statement in the offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects, and the City Council hereby finds that the information and data contained in said Preliminary Official Statement pertaining to the City and its financial affairs is true and correct in all material respects and no material facts have been omitted therefrom which are necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance or City Clerk, one or more of said officials), shall be and is hereby in all respects approved and the Purchaser is hereby authorized to use and distribute said final Official Statement, dated October 7, 2024, in the offering, sale and delivery of the Certificates to the public.

SECTION 27: Proceeds of Sale. The proceeds of sale of the Certificates, [excluding premium in the amount of \$___] and amounts to pay costs of issuance, shall be deposited in a construction fund maintained at an official depository of the City. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including guaranteed investment contracts permitted by Texas Government Code, Section 2256.015 et seq., and the City's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. [Premium in the above amount as well as] all surplus proceeds of sale of the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund.

SECTION 28: Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale of the Certificates, the investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchaser.

SECTION 29: Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such

notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 30: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 31: Legal Opinion. The Purchaser's obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas ("Bond Counsel") approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with DTC or a reproduction thereof shall be printed on the definitive Certificates in the event the book-entry-only system shall be discontinued. The engagement of Bond Counsel as bond counsel to the City is hereby approved, ratified and confirmed.

SECTION 32: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 33: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, and this Ordinance and all its provisions is intended to be and shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 34: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 35: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 36: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 37: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 38: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 39: Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year of the City beginning in the fiscal year ending in and after 2024, financial information and operating data with respect to the City of the general type included in Tables 1 through 4 and 6 through 9 in Appendix A of the final Official Statement and (2) within twelve months after the end of each fiscal year of the City beginning in the fiscal year ending in and 2024, the audited financial statements of the City. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the City shall file unaudited financial statements by the required time and audited financial statements for the applicable fiscal year, when and if the audit report becomes available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Appendix C to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the

date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701- TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding item 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code

or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (c)15 and (c)16 and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) hereof of any Certificate calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section

shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) hereof an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 40: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, and City Clerk are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance, sale and delivery of the Certificates. In addition, prior to the delivery of the Certificates, the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, City Clerk or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the Ordinance or such other document, or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Additionally, the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager,

Director of Finance, and City Clerk may execute, authenticate, certify, or endorse or authorize to be executed, authenticated, certified, or endorsed with such officer's facsimile signature instead of the officer's manual signature any written agreement, including a contract, purchase order or surety bond, and any related document, including an application, certificate, or approval. For purposes of this Ordinance, "facsimile signature" means a reproduction of the manual signature of an authorized officer that is made by any method.

SECTION 41: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble of this Ordinance are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were related in full in this Section.

SECTION 42: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 43: Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage on the date shown below and it is so ordained.

[remainder of page left blank intentionally]

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

INTRODUCED on this the 7th day of October 2024.

ADOPTED on this the 7th day of October 2024.

EFFECTIVE DATE on this the 7th day of October 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
PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of October 7, 2024 (this “Agreement”), by and between The Bank of New York Mellon Trust Company, N.A., a banking association duly organized and existing under the laws of the United States of America (the “Bank”) and the City of Sherman (the “Issuer”).

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its “Combination Tax and Revenue Certificates of Obligation, Series 2024” (the “Securities”), dated October 31, 2024, such Securities scheduled to be delivered to the initial purchasers thereof on or about October 31, 2024; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the “Authorizing Document” (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank’s services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Sections 2271.002(a)(2), 2274.002(a)(2) and 2276.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of

the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Financial Advisor” means Specialized Public Finance Inc.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

“Redemption Date”, when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

“Responsible Officer”, when used with respect to the Bank, means any managing director, President, Vice President, senior associate, associate, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

“Stated Maturity” means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

First
Class/Registered/Certified
Express Delivery/Courier
or by hand:

The Bank of New York Mellon Trust Company, N.A.
Corporate Trust
500 Ross Street, Suite 625
Pittsburgh, PA 15262

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the

Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other

information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality

of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, the Financial Advisor or other agent. The Bank may act on an e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or willful misconduct on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

In the event the Bank becomes involved in litigation in connection with this Section, the Issuer, to the extent permitted by law, agrees to indemnify and save the Bank harmless from all loss, cost, damages, expenses, and attorney fees suffered or incurred by the Bank as a result. The obligations of the Bank under this Agreement shall be performable at the principal corporate office of the Bank in the City of Dallas, Texas.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for “Depository Trust Company” services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the “Operational Arrangements”, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12 Iran, Sudan or Foreign Terrorist Organizations. The Bank 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, Government Code. The foregoing representation excludes the Bank 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 Bank understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

Notwithstanding anything contained herein, the representations and covenants contained in this Section 6.12 shall survive the termination of this Agreement until the statute of limitations has run.

Section 6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as paying agent

By:

Title:

Address: 2001 Bryan Street, 10th Floor
Dallas, Texas 75201

CITY OF SHERMAN, TEXAS

By:

Mayor

Address: 317 S. Travis Street
Sherman, Texas 75090

Attest:

City Clerk

ANNEX A

EXHIBIT B
FORM OF CERTIFICATES

(a) Form of Definitive Certificates.

REGISTERED NO. _

UNITED STATES OF AMERICA STATE OF TEXAS
CITY OF SHERMAN, TEXAS,

REGISTERED

\$ _____

COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2024

Certificate Date:

Interest Rate:

Stated Maturity:

CUSIP No.: Delivery Date:
October 31, 2024 _____ %

August 15, 20____

October 31, 2024

Registered Owner:

Principal Amount:

The City of Sherman (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Grayson, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from the Delivery Date) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2025, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or upon its prior redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk

and expense of, the registered owner. If the date for a payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) designing, constructing, improving, extending, expanding, upgrading developing, and equipping streets, roads, bridges, and intersections, including drainage, utility line relocations, sidewalks, entryways, landscaping, lighting, curbs, gutters, and acquisition of land and rights-of-way or other easements therefor; (ii) designing, constructing, acquiring, improving and equipping City administrative facilities, including fleet and equipment services facilities, solid waste and recycling facilities, building maintenance facilities, grounds maintenance facilities, and facilities for the streets, parks, utility distribution and solid waste departments, and the purchase of land and acquisition of any rights-of-way or other easements therefor; (iii) designing, constructing, acquiring, purchasing, designing, renovating, improving and equipping public safety facilities, including a fire station and a public safety training facility, and the acquisition of land and rights-of-way or other easements therefor; (iv) designing, constructing, and renovating Westhill Cemetery, including creek erosion improvements; and (v) paying professional services fees and other such costs incurred in connection therewith including the costs of issuing the Certificates, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

[The Certificates maturing on the dates hereinafter identified (the "Term Certificates") are subject to mandatory redemption prior to maturity with funds on deposit in the Certificate Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the mandatory redemption date on the respective dates and in principal amounts as follows:

Term Certificates due August 15, 20____		Term Certificates due August 15, 20____	
<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 20____	\$ _____	August 15, 20____	\$ _____
August 15, 20____	\$ _____	August 15, 20____	\$ _____
August 15, 20____	\$ _____(maturity)	August 15, 20____	\$ _____
		August 15, 20____	\$ _____(maturity)

The particular Term Certificates of a given Stated Maturity required to be redeemed each redemption date shall be chosen by lot, or by any other customary method that results in a random selection, by the Paying Agent/Registrar; provided, however, that the principal

amount of Term

Certificates for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

The Certificates maturing on and after [August 15, 2034], may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on [August 15, 2033], or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites

to the redemption are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the

manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and from a limited pledge of the Net Revenues (as defined in the Ordinance) of the City's combined Waterworks and Sewer System (the "System"), such pledge of the Net Revenues for the payment of the Certificates being limited to an amount of \$1,000 and, together with a parity pledge securing the payment of the Previously Issued Certificates (identified and defined in the Ordinance), being junior and subordinate to the lien on and pledge of the Net Revenues securing the payment of "Prior Lien Obligations" (as defined in the Ordinance) now outstanding and hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations while the Certificates are outstanding without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise, as well as the right to issue Additional Obligations (identified and defined in the Ordinance) payable from the same sources as the Certificates and, together with the Previously Issued Certificates and the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the owner or holder of this Certificate by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the nature and extent of the pledge of the Net Revenues securing the payment of the Certificates; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the pledge of the Net Revenues and covenants made in the Ordinance may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or upon its prior

redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the

Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates as aforesated. In case any provision in this Certificate shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City.

CITY OF SHERMAN, TEXAS

Mayor

COUNTERSIGNED:

City

Clerk

(SEA

L)

Comptroller of Public Accounts
of the State of Texas

only.

(c) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within-mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar located in East Syracuse, New York, is the "Designated Payment/Transfer Office" for this Certificate.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., Dallas, Texas

Registration Date:

By _____
Authorized Signature

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto
(Print or typewrite name, address and zip code
of transferee): _____

(Social Security or other identifying number _____) the
within Certificate and all rights thereunder, and hereby irrevocably constitutes and
appoints _____ attorney to transfer the
within Certificate on the books kept for registration thereof, with full power of substitution in
the premises.

DATED: _____

NOTICE: The signature on this assignment

Signature guaranteed:

must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

(e) The Initial Certificate(s) shall be in the form set forth in paragraph (b) of this Exhibit, except that the heading and first paragraph of the form of a single fully registered Initial Certificate shall be modified as follows:

REGISTERED NO. T-1

UNITED STATES OF AMERICA STATE OF TEXAS
CITY OF SHERMAN, TEXAS,

REGISTERED

\$ _____

COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION
SERIES 2024

Certificate Date:

Delivery

Date:

October 31, 2024
2024

October 31,

Registered Owner: _____

Principal Amount: _____ DOLLARS

The City of Sherman (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Grayson, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on August 15 in the years and in principal installments in accordance with the following schedule:

Year of
Stated Maturity

Principal
Installments

Interest Rate(s)

(Information to be inserted from schedule in Section 2 hereof)

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amounts hereof from the Delivery Date at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing February 15, 2025, until maturity or prior redemption. Principal installments of this Certificate are payable at its Stated Maturity or on a redemption date to the registered owner hereof by The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in East Syracuse, New York (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.



City Council Regular Meeting

Agenda Item No. E.2.

Meeting Date: 10/7/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6776

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6608, And Granting A Specific Use Permit To Allow A Correctional Or Detention Facility Or Jail In A C-1 (Retail Business) District/Central Business District Overlay Located At 200 South Crockett Street, City Of Sherman, Grayson County, Texas Grayson County, Texas (Owner), Bruce Dawsey (Representative) And Underwood Drafting & Surveying (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Repealing Ordinance 6608 and Consideration of a Specific Use Permit for 4.050 acres of land located at 200 South Crockett Street to allow a Correctional or Detention Facility or Jail in a C-1 (Retail Business) District/Central Business District Overlay

Background:

The property is located at 200 South Crockett Street between West Lamar Street and West Cherry Street. The owner is requesting approval of a Site Plan and Specific Use Permit to allow a Correctional or Detention Facility or Jail in a C-1 (Retail Business) District/Central Business District Overlay and repeal Ordinance No. 6608.

The County received approval for an SUP for a jail in Ordinance 6608 on June 26th, 2023. Since that time, the County and its architect, engineer and contractor has had to change the scope of the project to reduce project costs. This change in scope requires the County to request a repealing of the SUP that was approved in June of 2023 and the approval of a new SUP with the revised site plan and elevation.

The following has been approved for this location:

- 1/18/2011 - Zone Change from a R-2 (Multi-Family Residential) District and C-2 (General Commercial) District to C-1 (Retail Business) District.
- 1/18/2011 - Variance to allow a detention facility on a site 3.87 acres in lieu of the required 15 acres in a C-1 (Retail Business) District/Central Business District.
- 5/16/2023 - Public Hearing and Zone Change, Block 9 of Original Town Plat consisting of 1.767 acres in the Grayson County Justice Center from a MF-30 (Multi-Family Residential) District to a C-1 (Retail Business) District.
- 5/16/2023 - Public Hearing and Specific Use Permit under Section 14.06.009 to allow a Correctional or Detention Facility or Jail in a C-1 (Retail Business) District/Central Business District Overlay.
- 5/16/2023 - Public Hearing and Zoning Text Amendment to add regulations for a new Subarea A of the Central Business District Overlay (CBD-A).
- 06/20/2023 - Public Hearing and Replat of Grayson County Justice Center, Lot 1R

Origination:

Grayson County, Texas (Owner)
County Judge Bruce Dawsey (Representative)
Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 18, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Specific Use Permit be approved tied to Grayson County as a sole owner and operator of the county jail not for a future private facility and Staff Review Letter. **Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6776
2. Exhibit A - Final Plat
3. Exhibit B - Site Plan
4. Exhibit C - Elevations
5. Exhibit D - Parking Exhibit
6. Location Map
7. Zoning Map
8. Future Landuse Map
9. Property Notification Sign
10. Narrative
11. Parking Lot Letter
12. Ordinance 6608
13. Staff Review Letter
14. Filed Deed Restriction

ORDINANCE NO. 6776

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, REPEALING ORDINANCE 6608, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A CORRECTIONAL OR DETENTION FACILITY OR JAIL IN A C-1 (RETAIL BUSINESS) DISTRICT/CENTRAL BUSINESS DISTRICT OVERLAY LOCATED AT 200 SOUTH CROCKETT STREET, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS GRAYSON COUNTY, TEXAS (OWNER), BRUCE DAWSEY (REPRESENTATIVE) AND UNDERWOOD DRAFTING & 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 200 South Crockett Street, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit allow a Correctional or Detention Facility or Jail, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property as described as **Exhibit A – Final Plat**.

SECTION 2. Repeal of Ordinance No. 6608. The City Council hereby repeals Ordinance No. 6608 of the Code of Ordinances in its entirety. The effective date of such repeal shall not occur until the effective date of this Ordinance, at which time Ordinance No. 6608 shall be repealed. Such repeal shall not abate any pending prosecution or lawsuit or prevent any prosecution or lawsuit from

being commenced for any violation of any provision of Ordinance No. 6608 occurring before the effective date of this Ordinance.

SECTION 3. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267). (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 and 14.03.009))
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 and 14.03.009))
5. 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))
6. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
7. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Fire Services:

8. The following must be shown on the site plan that is submitted for the building permit.
9. Building is equipped throughout with an approved automatic sprinkler system.
10. [] 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 600' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
11. [] 903.3.7 Amended - Fire department connections for automatic sprinkler systems shall be installed in accordance with Section 912. Fire department connections shall be located not more than 100 ft (30.5 m) from the nearest fire hydrant connected to an approved water supply. Fire department connections shall be a 2.5-inch threaded fitting design. Fire department connections shall be equipped with locking Knox caps that operate with the Authority Having Jurisdiction's Knox key. (Located In City

Ordinances Amendments)

12. [] 914.3.1.1.1.1 Amended - Exterior access door directly into the sprinkler control room is required. (Located In City Ordinances Amendments)
13. [] 506.1 Amended - Any new and existing buildings that have a fire sprinkler riser, standpipe system and/or a fire alarm control panel shall have a Knox key box that contains keys or a keycard to gain access to every door leading from the exterior of the building to the fire sprinkler riser, standpipe system and/or the fire alarm control panel. (Located In City Ordinances Amendments)

Planning and Zoning Commission Conditions:

14. 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 Grayson County is the owner and operator of the Facility or the Facility is not the Primary Jail.

Additional Conditions:

15. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B**.
16. The property shall be developed in accordance with the Building Elevations shown in **Exhibit C**.
17. The required parking shall be provided in accordance with the parking plan shown in **Exhibit D**.

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 7th day of October 2024.

ADOPTED on this the 7th day of October 2024.

EFFECTIVE DATE on this the 7th day of October 2024.

CITY OF SHERMAN, TEXAS

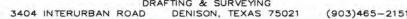
BY: _____
DAVID PLYLER, MAYOR

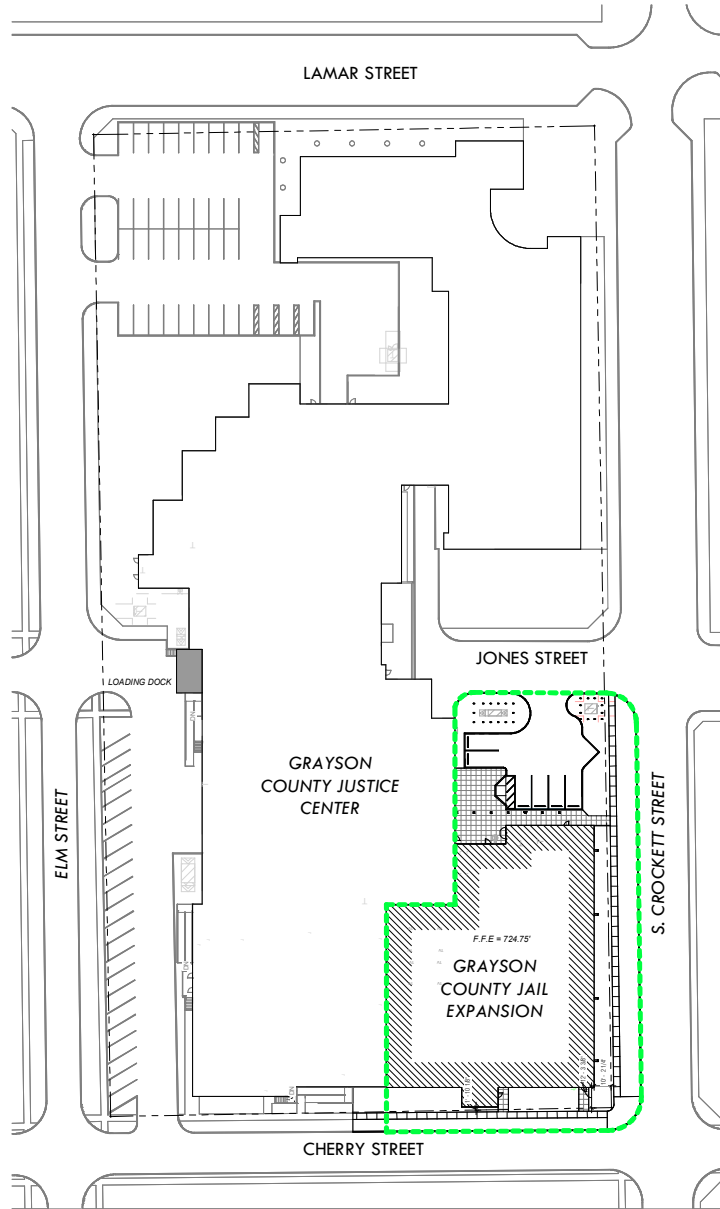
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

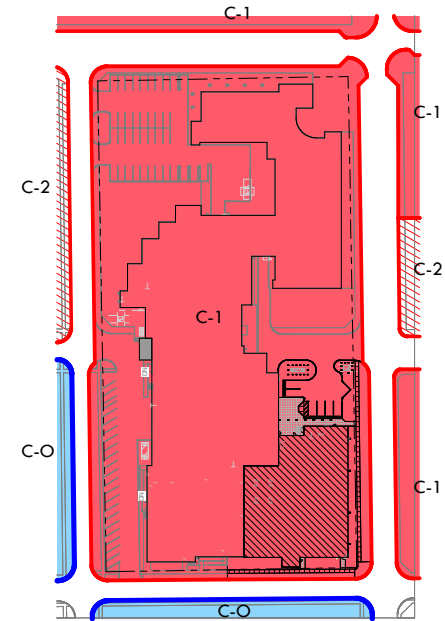
APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY





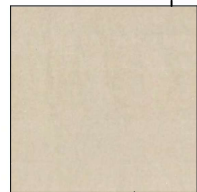
SITE PLAN ZONING EXHIBIT



ZONING MAP

ZONING EXHIBIT INFO

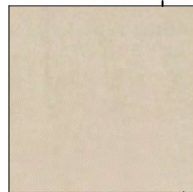
PROPOSED ADDITION	
BUILDING FOOTPRINT	27,340 SF
EXISTING	
BUILDING FOOTPRINT	178,847 SF
TOTAL SITE AREA	178,847 SF
EXTENTS OF PROPOSED ADDITION	
C-1 ZONING CLASS	
C-2 ZONING CLASS	
C-O ZONING CLASS	



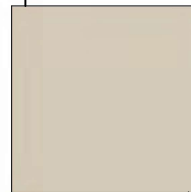
DRAINABLE EIFS
SW 1079



LIMESTONE SEASHELL VENEER
WAINSCOT



CAST STONE WAINSCOT CAP



PREFINISHED METAL COPING CAP -
SAND

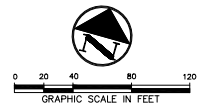
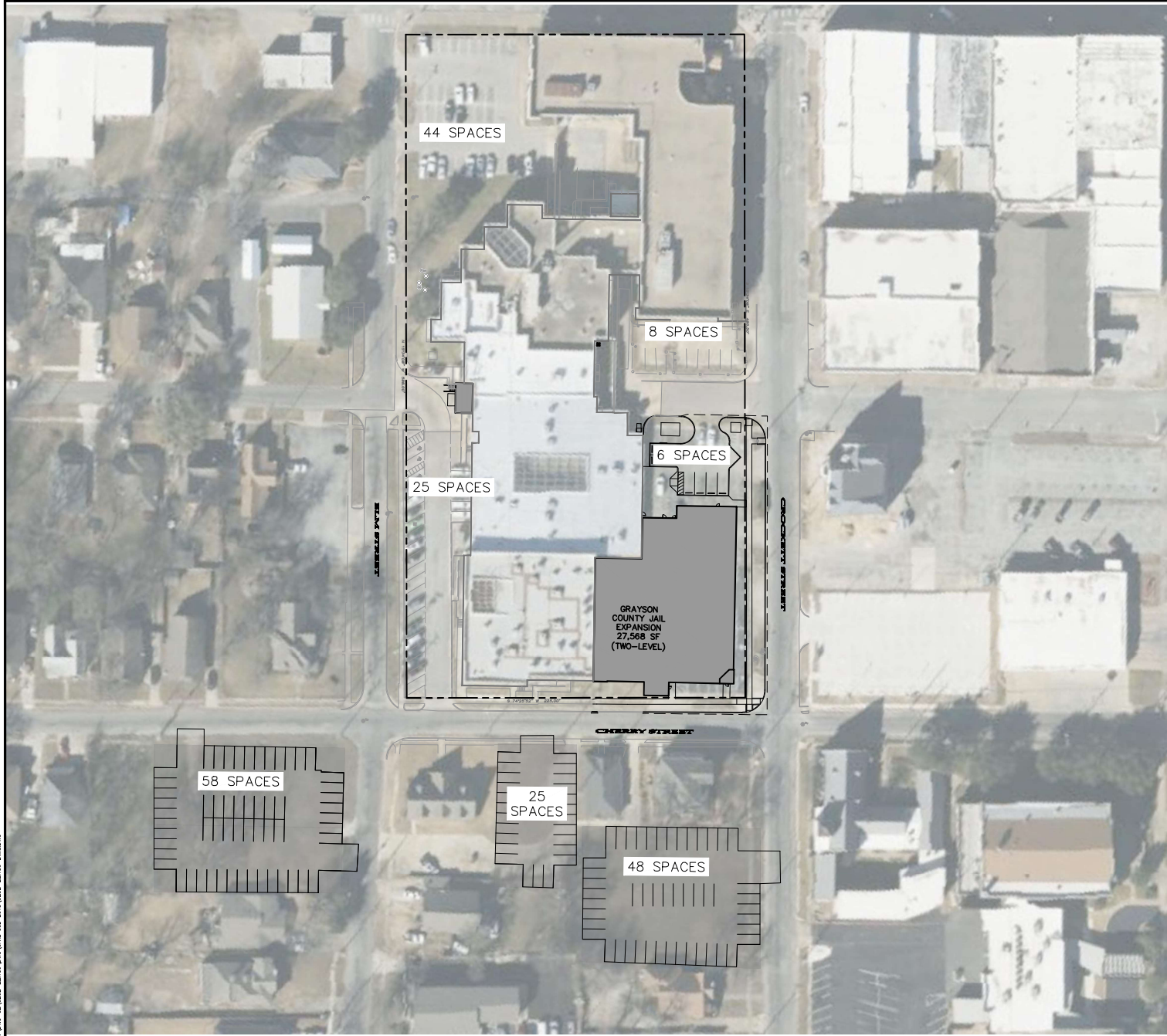


AIADEK PREMANUFACTURED CANOPY
SYSTEM - BOTTOM SIDE



AIADEK PREMANUFACTURED STEEL
CANOPY FRAME POWDERCOATED FINISH
DARK BRONZE





PARKING CALCULATIONS	
EMPLOYEES ON DUTY: TOTALS REQUIRED FOR EVERY 3 CORRECTIONAL EMPLOYEES	
140 TOTAL EMPLOYEES 40 EMPLOYEES FOR SHIFT DURING REGULAR HOURS 30 EMPLOYEES FOR SHIFT ON WEEKENDS AND AFTER HOURS	
PARKING PROVIDED: 83 ON-SITE PARKING SPOTS 131 OFF-SITE PARKING SPOTS	
214 TOTAL PARKING SPOTS	

TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000

		DATE: DATE/TIME OF REVISION				
NO.	DATE	REVISION				
 Pacheco Koch a  Westwood company		118 N. OHIO STREET CELINA, TX 75809 214.451.2765				
PARKING EXHIBIT						
GRAYSON COUNTY JAIL						
SITE DEVELOPMENT						
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
CAB	JDW	AUG 2024	1"=40'			EX-P-1

PK FILE: 5232-22.186

PK-5232-22.186-DIMS.DWG



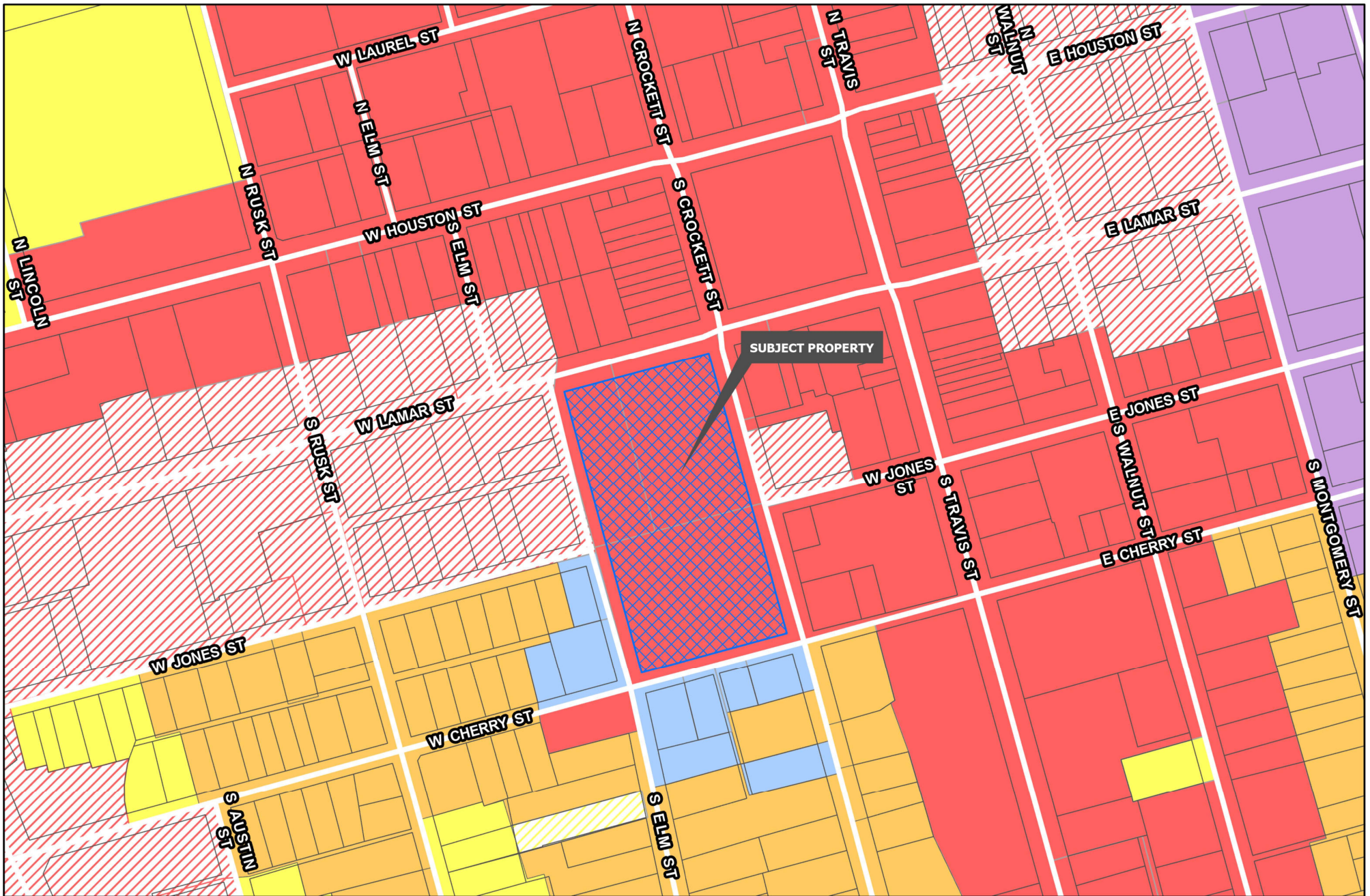
diagnose H:\PLANNING\Public Notification KT.aprx



City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
200 S CROCKETT ST



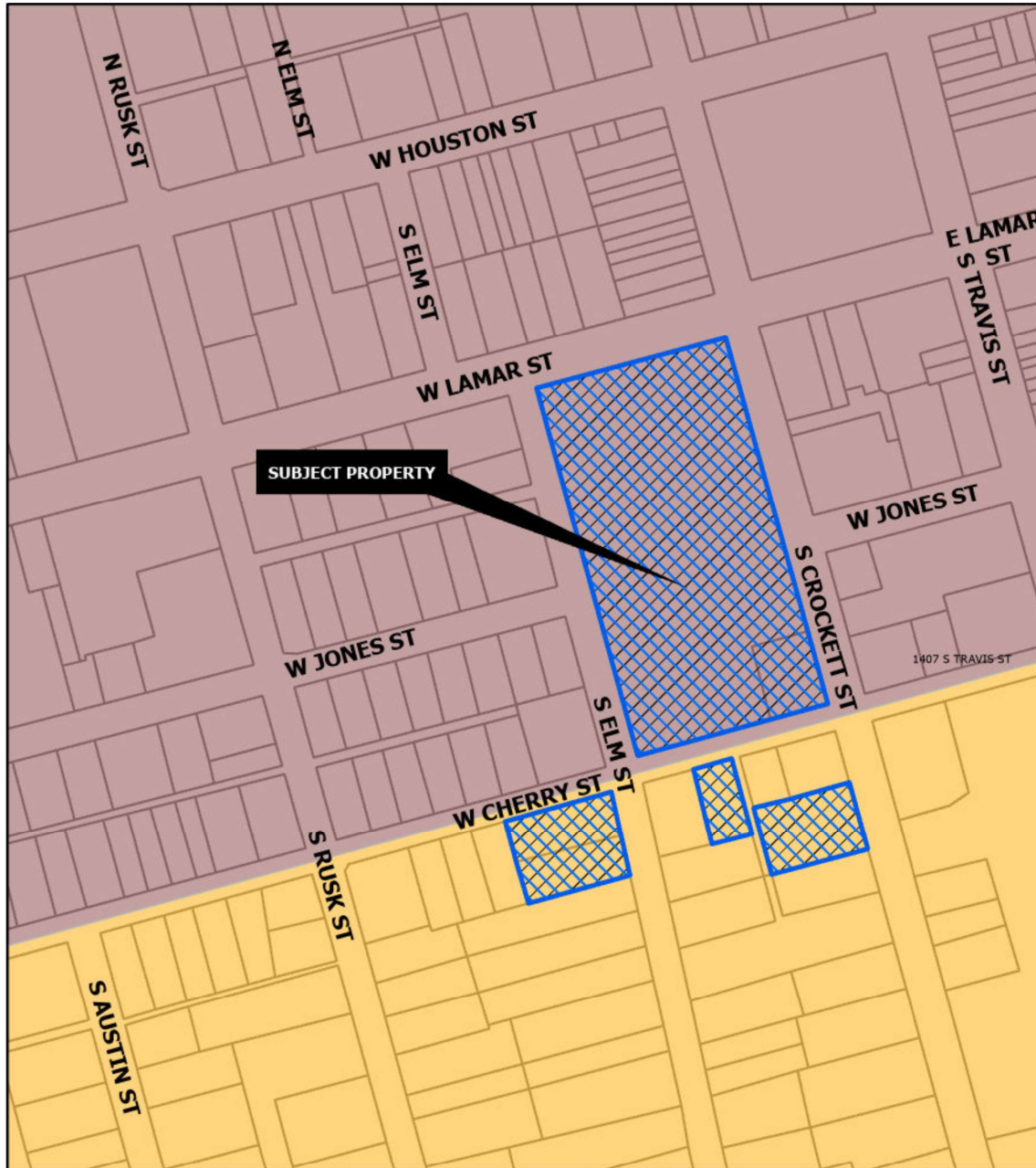


Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
200 S CROCKETT ST





DOWNTOWN

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

CORE NEIGHBORHOOD

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
200 S CROCKETT ST





Add a Caption

Wednesday • Sep 4, 2024 • 10:51 AM

[Adjust](#)

 IMG_2913

No camera information

JPEG

No lens information

0.8 MP • 768 x 1024 • 416 KB

Updated SUP Documentation Response

Zoning

1. Site Plan

a. Zoning exhibit must show correct zoning. (updated zoning and adjacencies)

i. This area is all C-1 (Retail Business) District as of 5/16/2023 per ordinance 6607 (updated zoning and adjacencies)

ii. The zoning exhibit demonstrates that part of the property is within the CBD and some outside the CBD. The entire property is located withing the CBD.

1. Remove the references: (removed)

a. WITHIN CBD

b. OUTSIDE CBD

c. SITE AREA WITHIN CBD

d. SITE AREA OUTSIDE CBD

iii. Remove FLOOR TO AREA for the addition. This is not applicable to the CBD. (removed)

iv. Identify the distance from the property lines at Cherry and Crockett (corners dimensioned to the property line)

1. At all street intersections, the triangular area formed by the street right-of-way lines and a line connecting them at points fifteen (15) feet from the intersection of the right-of-way lines. Depending on the curvature of intersecting roads, the city engineer may require a larger triangular area. (Sec.

14.03.003(d)(3)(C)(iv)(a))

b. Parking (Sec. 14.03.009(1)(3))

i. Parking shall be provided for one (1) parking space for every 400 square feet of office space. Parking requirements may be met on-site, on-street, or by lease from a site directly adjacent or diagonally adjacent to the subject property. (Requirement met. The county owns the adjacent lots shown in the Parking Exhibit Staffing has been shown on the updated legend along with parking totals.))

ii. Parking shall be provided for one (1) parking space for every three (3) employees for a correctional or detention facility or jail. Parking requirements may be met on-site, on-street, or by lease from a site directly adjacent or diagonally adjacent to the subject property. (Requirement met. The county owns the adjacent lots shown in the Parking Exhibit Staffing has been shown on the updated legend along with parking totals.)

Engineering

Informational Engineering Comments:

2. New drive approaches and sidewalks shall conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003(h)* (will comply)
3. Existing curb cuts shall have curb placed during construction. (will comply)
4. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Civil Plan submittal requirements can be found in the Development Guide on the City of Sherman website. *Code of Ordinances Chapter 10.04; Engineering Design Standards Manual Sec. 1.9* (will comply)



Bruce W. Dawsey
Grayson County Judge

September 3, 2024

City of Sherman
Planning and Zoning

This letter is to address the parking question related to the below Section. The submitted parking spaces will be built on land owned by Grayson County. There will not be any leased parking required to the County.

- a. Parking (*Sec. 14.03.009(1)(3)*)
 - i. Parking shall be provided for one (1) parking space for every 400 square feet of office space. Parking requirements may be met on-site, on-street, or by lease from a site directly adjacent or diagonally adjacent to the subject property.
 - ii. Parking shall be provided for one (1) parking space for every three (3) employees for a correctional or detention facility or jail. Parking requirements may be met on-site, on-street, or by lease from a site directly adjacent or diagonally adjacent to the subject property.

Sincerely,

Bruce W. Dawsey

Grayson County Judge

ORDINANCE NO. 6608

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 CORRECTIONAL OR DETENTION FACILITY OR JAIL IN A C-1 (RETAIL BUSINESS) DISTRICT/CENTRAL BUSINESS DISTRICT OVERLAY, LOCATED AT 200 SOUTH CROCKETT STREET (GRAYSON COUNTY, TEXAS, OWNER; MYRON DORNIC, JACKSON WALKER, LLP, REPRESENTATIVE; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this 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 200 South Crockett Street, City of Sherman, Grayson County, Texas is granted a Specific Use Permit for a Correctional or Detention Facility or Jail, 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 green on **Exhibit A – Survey**.

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

Zoning:

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

2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267). (*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 and 14.03.009*)
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 and 14.03.009*)
5. Impact fees will be required at the time of building permit application. (*Chapter 13, Article. 13.11*)
6. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009 (a)(1)(C)*)
7. 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.
8. 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.

Planning and Zoning Commission Conditions

9. 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 Grayson County is the owner and operator of the Facility or the Facility is not the Primary Jail.

Additional Conditions:

10. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B**.
11. The property shall be developed in accordance with the Building Elevations shown in **Exhibit C**.
12. The required parking shall be provided in accordance with the parking plan shown in **Exhibit D**.

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.

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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.

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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 26th day of June 2023.

ADOPTED on this the 26th day of June 2023.

EFFECTIVE DATE on this the 26th day of June 2023.

CITY OF SHERMAN, TEXAS

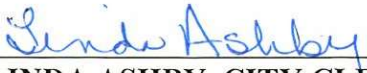
BY:



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

Submitted by Myron Dornic, attorney for Grayson County, with proposed revisions as part of City Council consideration of Item E.11 (Ordinance No. 6608) on June 26, 2023 (see page 2 of 4)

ORDINANCE NO. 6608

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 CORRECTIONAL OR DETENTION FACILITY OR JAIL IN A C-1 (RETAIL BUSINESS) DISTRICT/CENTRAL BUSINESS DISTRICT OVERLAY, LOCATED AT 200 SOUTH CROCKETT STREET (GRAYSON COUNTY, TEXAS, OWNER; MYRON DORNIC, JACKSON WALKER, LLP, REPRESENTATIVE; AND UNDERWOOD DRAFTING & SURVEYING, SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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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 (903.892.7267). (*Code of Ordinances Chapter 3.02(c)*)
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9. 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 Grayson County is the owner and operator of the Facility and the Facility is the Primary Jail.

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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.

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INTRODUCED on this the 26th day of June 2023.

ADOPTED on this the 26th day of June 2023.

EFFECTIVE DATE on this the 26th day of June 2023.

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

Situated in the County of Grayson, State of Texas, being a part of Samuel Blagg Survey, Abstract No. 56, and being a part of Grayson County Justice Center, according to the plat thereof recorded in Volume 21, Page 157, Plat Records, Grayson County, Texas, (of which consists of the south half of Jones Street and Lots 1 through 6 in Block "B" of Original Town Plat of the City of Sherman, recorded in Volume "B", Page 1, Deed Records, Grayson County, Texas), and being all of a called 0.176 acre tract of land described in the deed to Grayson County, Texas, recorded in Document No. 2020-25664, Official Public Records, Grayson County, Texas, and being described by metes and bounds as follows:

Beginning at the southeast corner of said 0.176 acre tract, and at the intersection of the westerly right-of-way line of Crockett Street and the northerly right-of-way line of Cherry Street;

Thence South 74°25'52" West, with the southerly line of said 0.176 acre tract, and with the southerly line of aforesaid Grayson County Justice Center Addition, and with the northerly right-of-way line of said Cherry Street, distance of 300.00 feet to the southwest corner of said Grayson County Justice Center Addition, and at the intersection of the northerly right-of-way line of said Cherry Street and with the easterly right-of-way line of said Elm Street;

Thence North 15°34'08" West, with the westerly line of said Grayson County Justice Center Addition, and with the easterly right-of-way line of said Elm Street, a distance of 236.50 feet to the northwest corner of the herein described tract of land, said point falls in the center of aforesaid Jones Street;

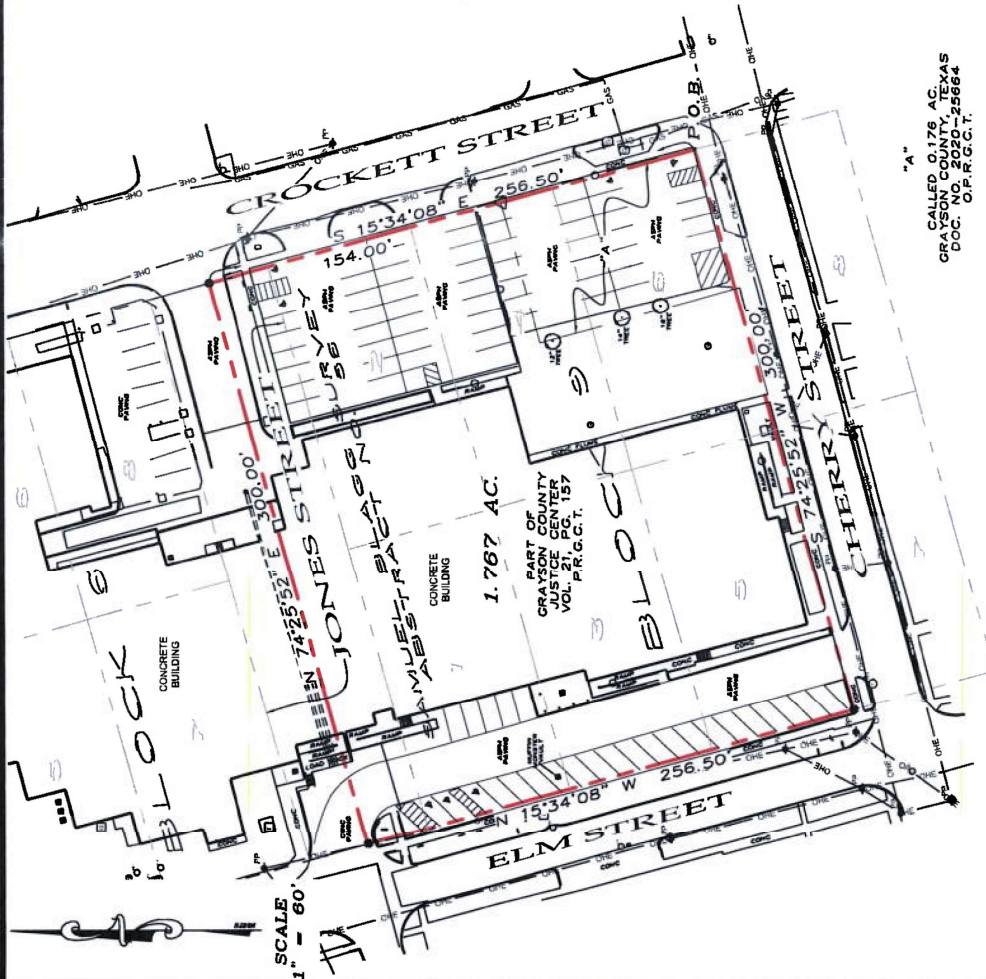
Thence North 74°25'52" East, crossing said Grayson County Justice Center Addition, and in said Jones Street, a distance of 300.00 feet to the northeast corner of the herein described tract of land, and on the easterly line of said Grayson County Justice Center Addition, and on the westerly right-of-way line of aforesaid Crockett Street

Thence South 15°34'08" East, with the easterly line of said Grayson County Justice Center Addition, and with the westerly right-of-way line of said Crockett Street, passing en route at a distance of 154.00 feet a P/K nail found for the northeast corner of aforesaid 0.176 acre tract, and continuing on said course, with the easterly line of said 0.176 acre tract, a distance of 256.50 feet to the Point of Beginning and containing 1.767 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.



Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 04/20/23



"A"
CALLED 0.176 AC.
GRAYSON COUNTY, TEXAS
DOC. NO. 2020-25664
O.P.R.G.C.T.

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

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UNDERWOOD
DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Samuel Bragg Survey, Abstract No. 56 and being all of a tract of land described as Tract One conveyed to Diocese of Dallas as recorded in Volume 2320, Page 58, Real Property Records, Grayson County, Texas, and being all of a tract of land described as Tract Two conveyed to Diocese of Dallas as recorded in said deed, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod found for the southeast corner of said Tract Two, common to the northeast corner of a 0.20 acre tract of land conveyed in the deed to BNS Holding Corp., recorded in Volume 3262, Page 512, Official Public Records, Grayson County, Texas;

Thence South 74°43'05" West, with the southerly line of said Tract Two, and with the northerly line of said 0.20 acre tract, a distance of 145.00 feet to a 1/2" steel rod set for the southwest corner of said Tract Two, common to the northwest corner of said 0.20 acre tract;

Thence North 15°16'55" West, with the westerly line of said Tract Two, and with the westerly line of said Tract One, and with the easterly line of an alley, a distance of 120.00 feet to a 1/2" steel rod set for the northwest corner of said Tract One, common to the southwest corner of a tract of land conveyed to Creta Lynn Carter II, recorded in Volume 2349, Page 416, said Real Property Records;

Thence North 74°43'05" East, with the northerly line of said Tract One, and with the southerly line of said Carter Tract, and with the southerly line of a 0.162 acre tract of land conveyed in the deed to Warrington Estates LLC, recorded in Document Number 2018-18657, said Official Public Records, a distance of 145.00 feet to a 1/2" steel rod set for the northeast corner of said Tract One, common to the southeast corner of said 0.162 acre tract;

Thence South 15°16'55" East, with the easterly line of said Tract One, and with the easterly line of said Tract Two, a distance of 120.00 feet to the Point of Beginning and containing 0.399 acres, 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.



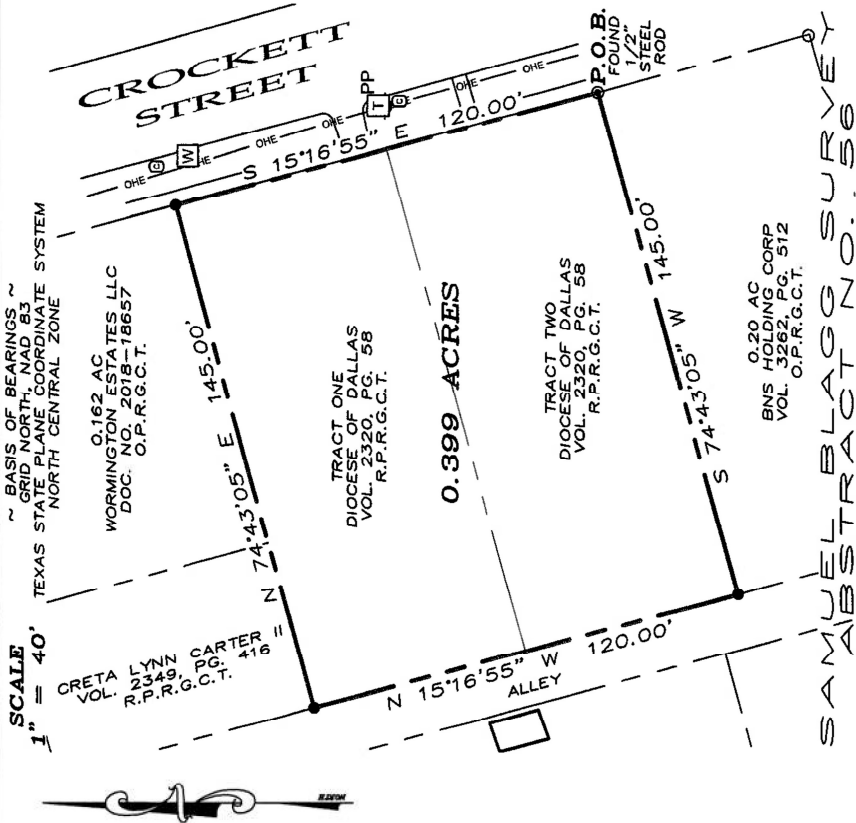
UNDERWOOD

DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021

(903)465-2151

DATE OF SURVEY: 08/01/22



LEGEND

- PP 1/2" STEEL ROD SET
- POWER POLE
- WATER METER
- TELEPHONE PEDESTAL
- CABLE MARKER
- BOUNDARY LINE
- PROPERTY LINE
- OVERHEAD ELECTRIC LINE
- OHE

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3404 INTERURBAN ROAD

DENISON, TEXAS 75021

(903)465-2151

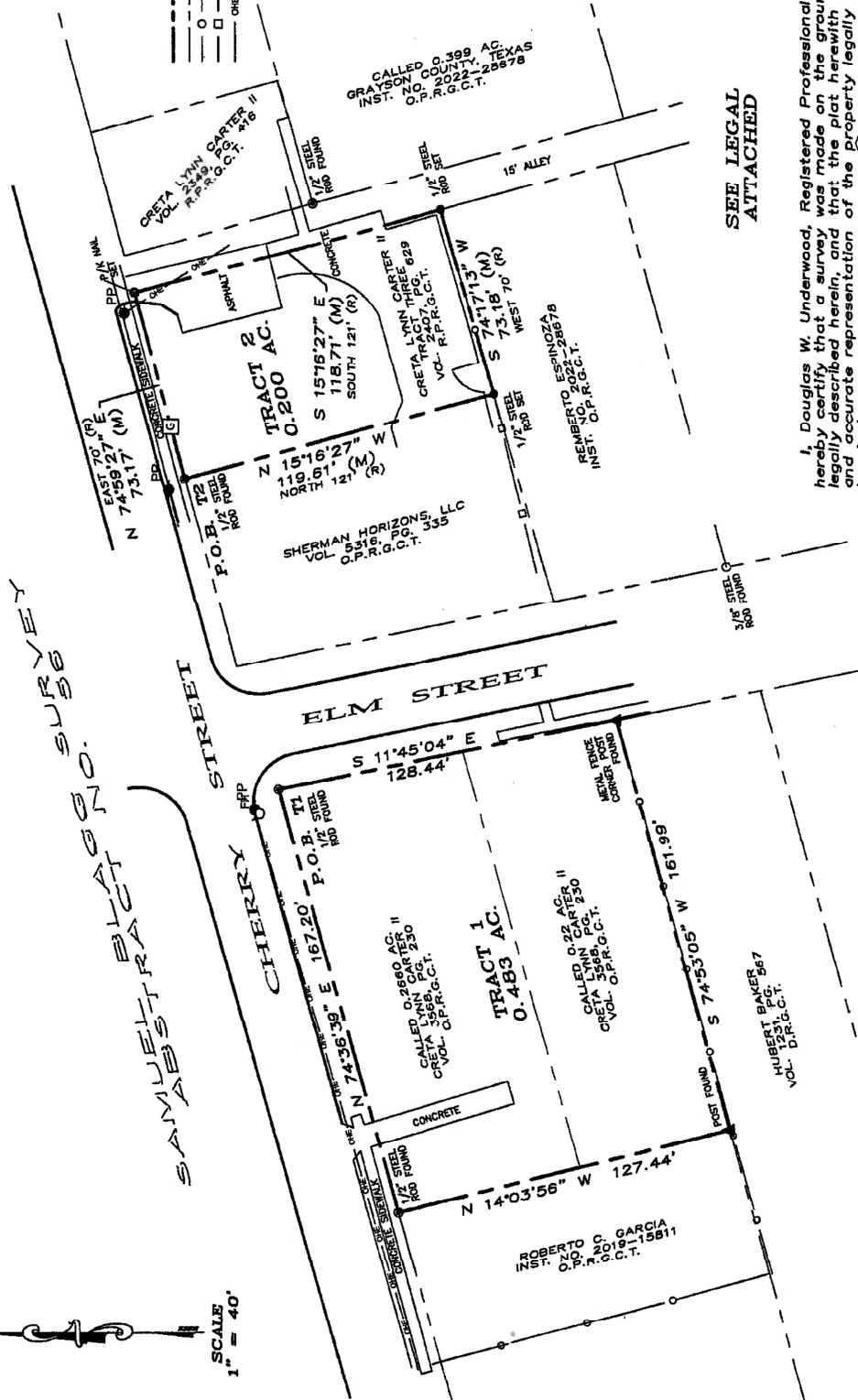
JOB NO. 22101139
FW, LR - DFT: BH

LEGEND

- PP POWER POLE
- GM GAS METER
- YH FIRE HYDRANT
- (M) MEASURED
- (R) RECORD
- BOUNDARY LINE
- CHAINLINK FENCE
- STOCKAD FENCE
- OVERHEAD ELECTRIC LINE

SALVESTRA BLVD. SURVEY

SCALE
1" = 40'



SEE LEGAL
ATTACHED

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.



-- BASE OF BEARINGS --
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

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UNDERWOOD
DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 11/04/22

UNDERWOOD
DRAFTING & SURVEYING, INC.

Legal Description

Job No. 22101139

TRACT 1

Situated in the County of Grayson, State of Texas, being a part of Samuel Blagg Survey, Abstract No. 56, and being all of a called 0.2660 acre tract of land described in the deed to Creta Lynn Carter, II, recorded in Volume 3568, Page 230, Official Public Records, Grayson County, Texas, and all of a called 0.22 acre tract of land described in the deed to Creta Lynn Carter, II, recorded in Volume 3568, Page 230, said Official Public Records, and being described by metes and bounds as follows:

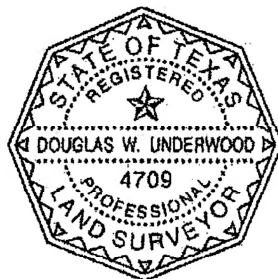
Beginning at a 1/2" steel rod found for the northeast corner of said 0.2660 acre tract, and at the intersection of the southerly right-of-way line of Cherry Street and the westerly right-of-way line of Elm Street;

Thence South 11°45'04" East, with the easterly line of said 0.2660 acre tract, and with the easterly line of said 0.22 acre tract, and with the westerly right-of-way line of said Elm Street, a distance of 128.44 feet to a metal fence corner post found for the southeast corner of said 0.22 acre tract, common to the northeast corner of a tract of land described in the deed to Hubert Baker, recorded in Volume 1231, Page 567, Deed Records, Grayson County, Texas;

Thence South 74°53'05" West, with the southerly line of said 0.22 acre tract, and with the northerly line of said Baker Tract, along or near a fence, a distance of 161.99 feet to a post found for the southwest corner of said 0.22 acre tract, common to the southeast corner of a tract of land described in the deed to Roberto C. Garcia, recorded in Instrument No. 2019-15811, said Official Public Records;

Thence North 14°03'56" West, with the westerly line of said 0.22 acre tract, and with the westerly line of aforesaid 0.2660 acre tract, and with the easterly line of said Garcia Tract, a distance of 127.44 feet to a 1/2" steel rod found for the northwest corner of said 0.2660 acre tract, common to the northeast corner of said Garcia Tract, and on the southerly right-of-way line of aforesaid Cherry Street;

Thence North 74°36'39" East, with the northerly line of said 0.2660 acre tract, and with the northerly right-of-way line of said Cherry Street, a distance of 167.20 feet to the Point of Beginning and containing 0.483 acres of land, more or less.



[Signature] 11/04/2022

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 1006300



DRAFTING & SURVEYING, INC.

Legal Description

Job No. 22101139

TRACT 2

Situated in the County of Grayson, State of Texas, being a part of Samuel Biagg Survey, Abstract No. 56, and being a retracement survey of a tract of land described as Tract Three in the deed to Creta Lynn Carter, II, recorded in Volume 2407, Page 629, Real Property Records, Grayson County, Texas, and being described by metes and bounds as follows:

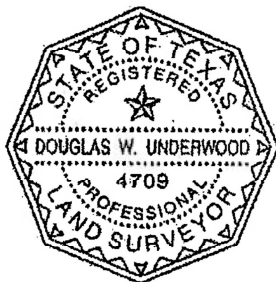
Beginning at a 1/2" steel rod found for the northwest corner of said Tract Three, common to the northeast corner of a tract of land described in the deed to Sherman Horizons, LLC, recorded in Volume 5316, Page 335, Official Public Records, Grayson County, Texas, and on the southerly right-of-way line of Cherry Street;

Thence North 74°59'27" East, with the northerly line of said Tract Three, and with the southerly right-of-way line of said Cherry Street, a distance of 73.17 feet to a P/K nail set for the northeast corner of said Tract Three, and at the intersection of the southerly right-of-way line of said Cherry Street and the westerly line of a 15-foot alley;

Thence South 15°16'27" East, with the easterly line of said Tract Three, and with the westerly line of said 15-foot alley, a distance of 118.71 feet to 1/2" steel rod set for the southeast corner of said Tract Three, common to the northeast corner of a tract of land described in the deed to Remberto Espinoza, recorded in Instrument No. 2022-28678, said Official Public Records;

Thence South 74°17'13" West, with the southerly line of said Tract Three, and with the northerly line of said Espinoza Tract, a distance of 73.18 feet to a 1/2" steel rod set for the southwest corner of said Tract Three, common to the southeast corner of aforesaid Sherman Horizons, LLC;

Thence North 15°16'27" West, with the westerly line of said Tract Three, and with the easterly line of said Sherman Horizons, LLC, a distance of 119.61 feet to the Point of Beginning and containing 0.200 acres of land, more or less.



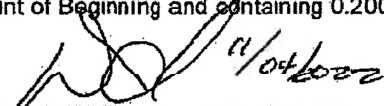
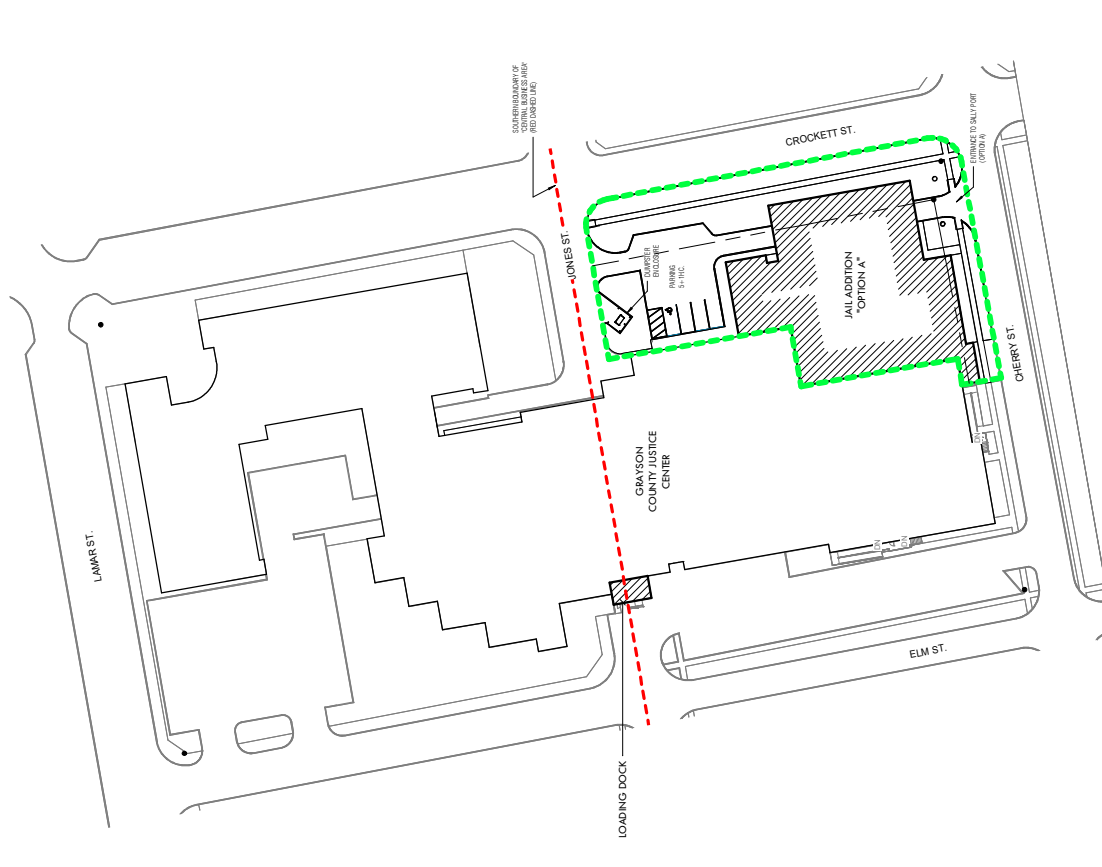
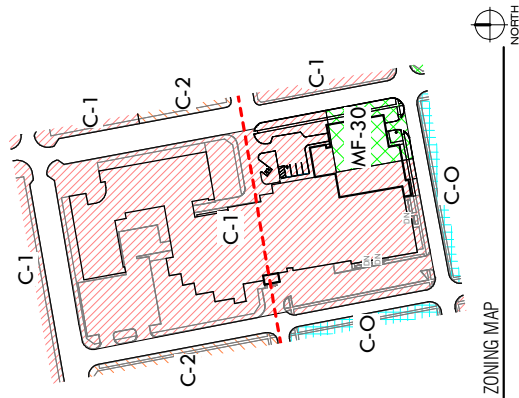

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 1006300

EXHIBIT B



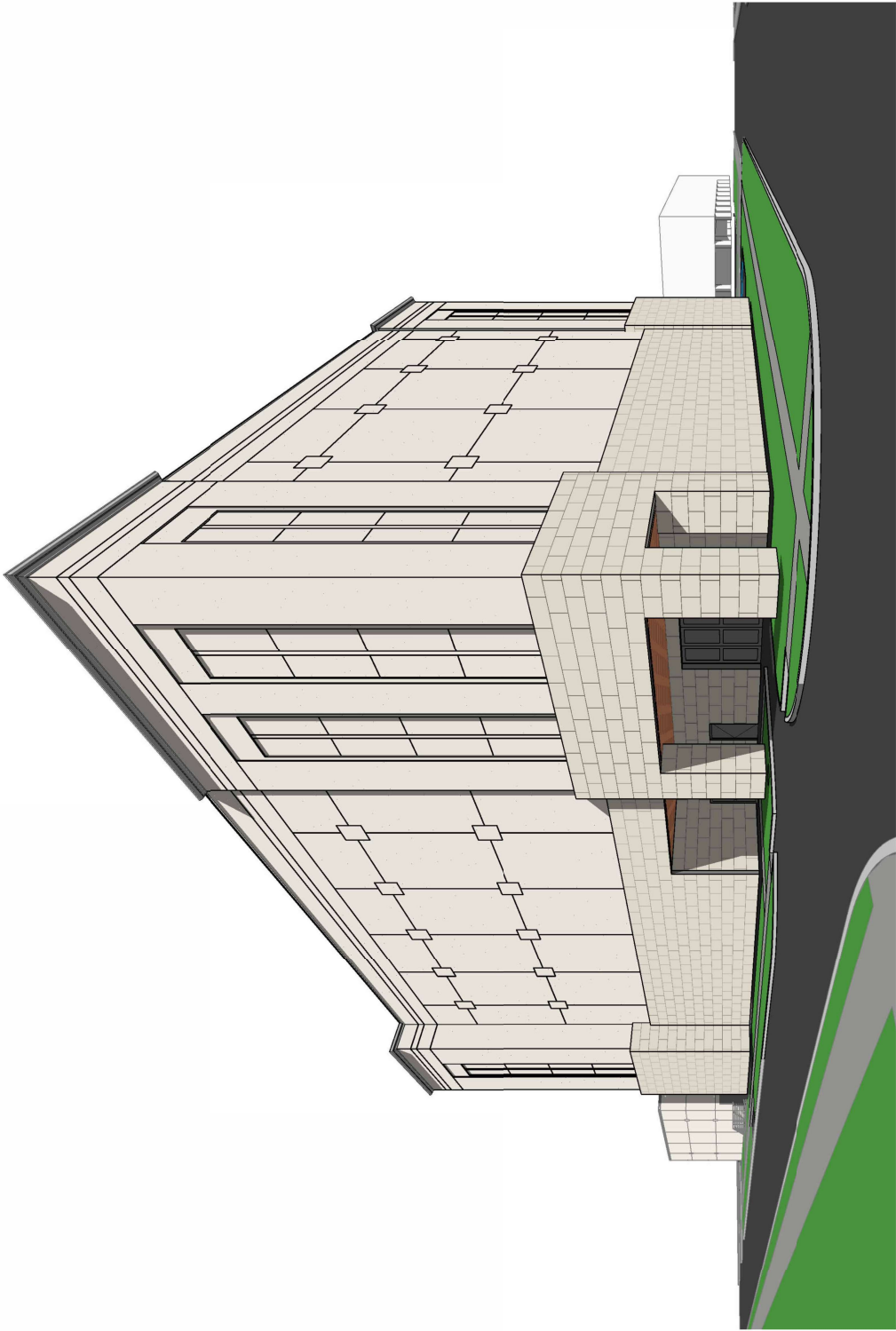
SITE PLAN - ZONING EXHIBIT



ZONING EXHIBIT INFO

PROJ. N°:	24-00000000
DATE:	04/19/2023
BY:	BRINKLEY SARGENT WIGINTON ARCHITECTS
REVISIONS:	
1. 04/19/2023	1. 04/19/2023
2. 04/19/2023	2. 04/19/2023
3. 04/19/2023	3. 04/19/2023
4. 04/19/2023	4. 04/19/2023
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100. 04/19/2023	100. 04/19/2023

EXHIBIT C



SITE A - SE CORNER

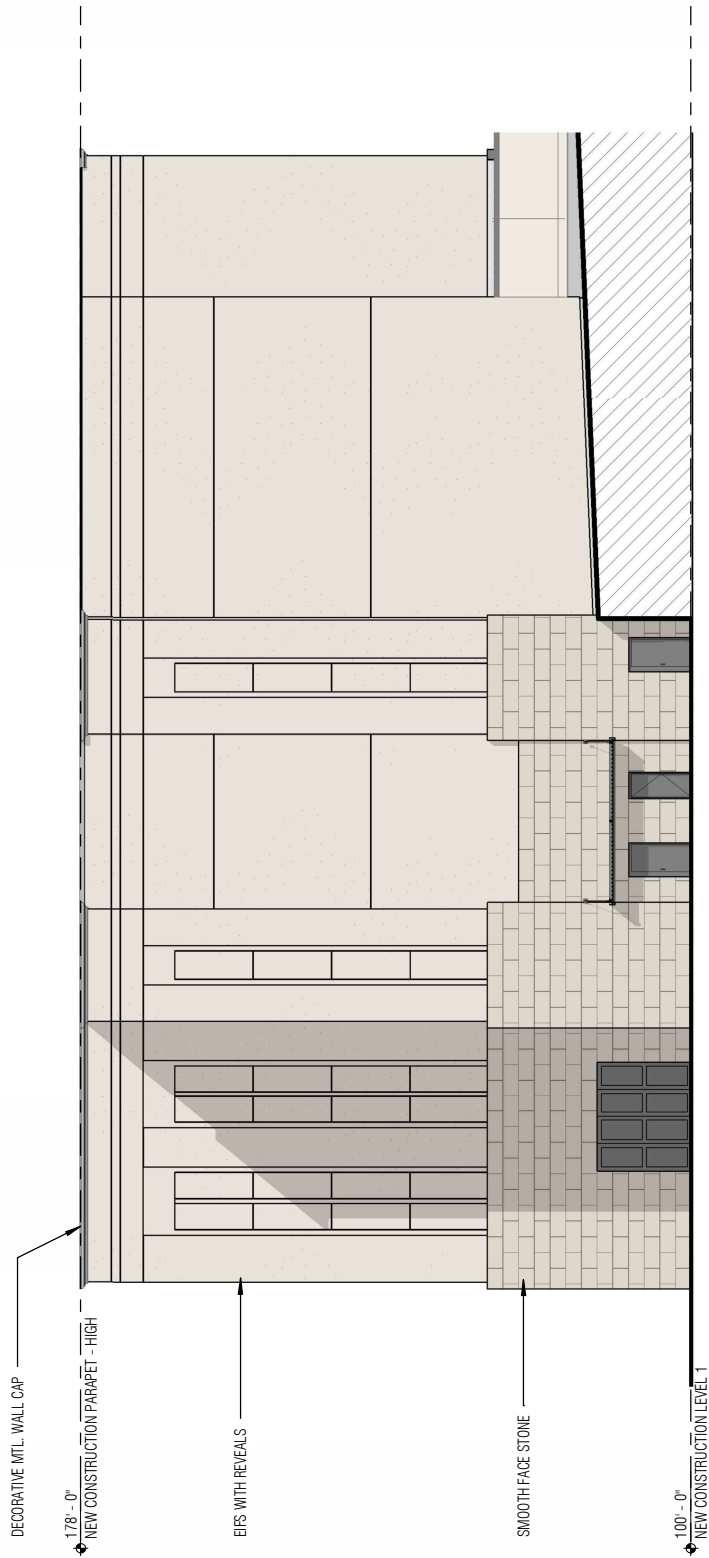
GRAYSON COUNTY ADDITIONS &
RENOVATIONS

Project Number: 22120

EX001 - 3D VIEW

BRINKLEY SARGENT WIGINTON ARCHITECTS

EXHIBIT C



BUILDING ELEVATION - NORTH

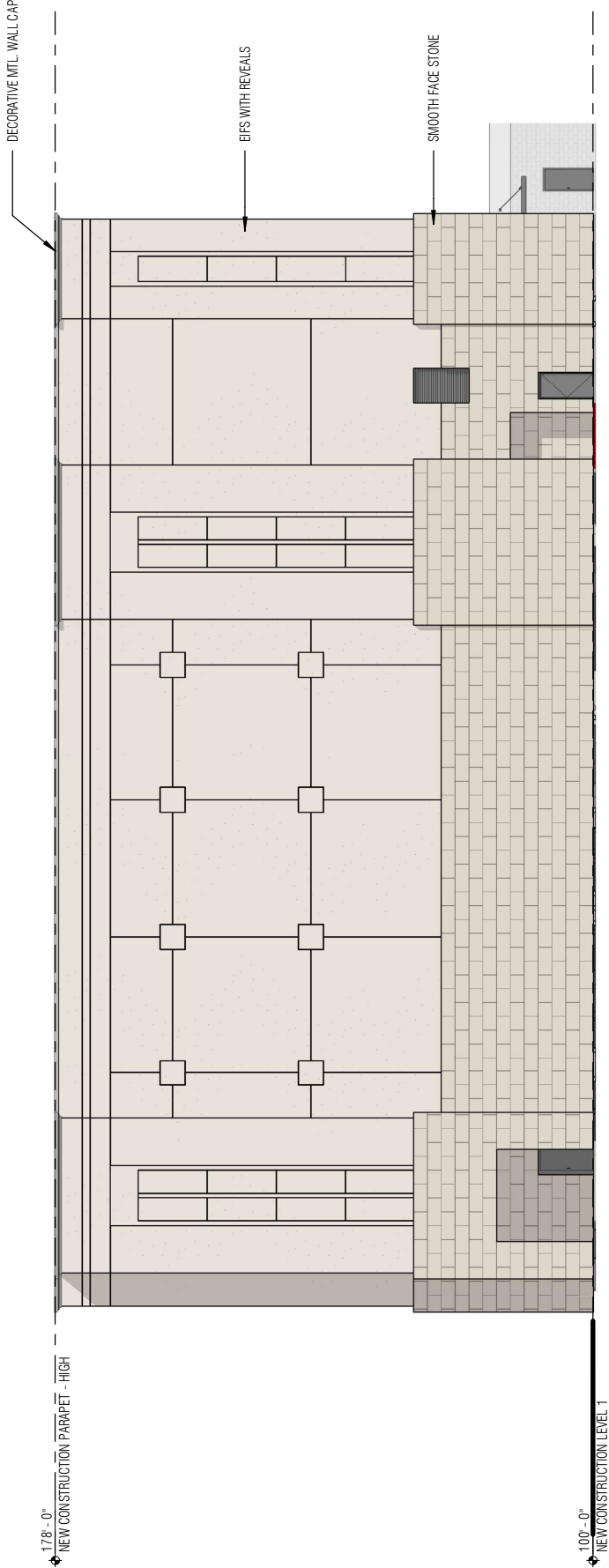
GRAYSON COUNTY ADDITIONS &
RENOVATIONS

Project Number: 22120

EX401 - ELEVATION

BRINKLEY SARGENT WIGINTON ARCHITECTS

EXHIBIT C



BUILDING ELEVATION - EAST

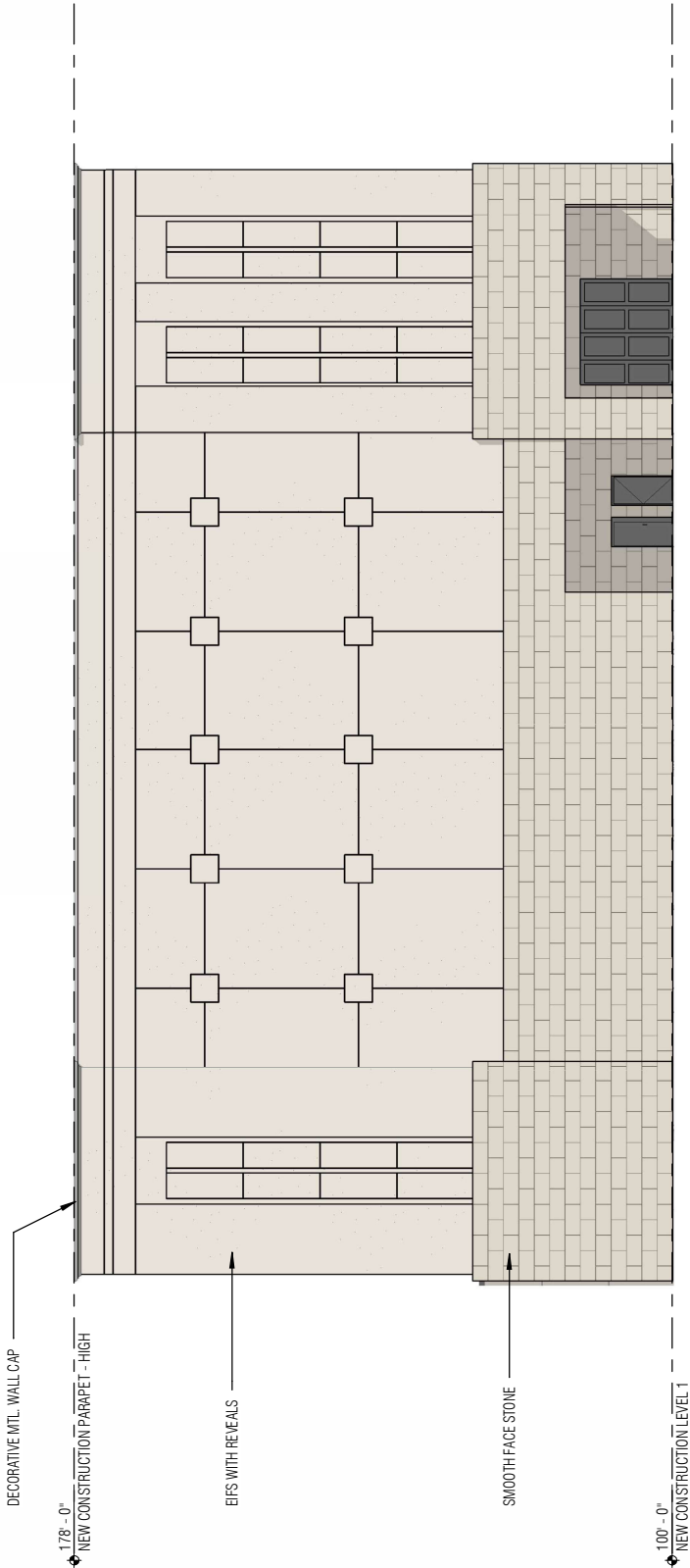
GRAYSON COUNTY ADDITIONS &
RENOVATIONS

Project Number: 22120

EX402- ELEVATION

BRINKLEY SARGENT WIGINTON ARCHITECTS

EXHIBIT C



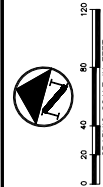
BUILDING ELEVATION - SOUTH

GRAYSON COUNTY ADDITIONS &
RENOVATIONS

Project Number: 22120

EX403- ELEVATION

BRINKLEY SARGENT WIGINTON ARCHITECTS



GRAYSON COUNTY JAIL																
TX REG. ENGINEERING FIRM F-469																
TX REG. SURVEYING FIRM LS-1008500																
NO.	DATE	REVISION														
			118 N. OHIO STREET CELINA, TX 75940 214.451.2765													
PARKING EXHIBIT																
GRAYSON COUNTY JAIL																
SITE DEVELOPMENT																
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS																
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.										
CAB	JW	APRIL 2023	1"=40'				EX-P-1									

PK FILE: 5232-22-186

PK-5232-22-186-DWG.DWG

PK FILE: 5332-22.186-DMS.DWG

STAFF REVIEW LETTER

September 11, 2024

Grayson County, Texas
Bruce Dawsey
100 W. Houston Street
Sherman, TX 75090

Dear Applicants,

The request of a Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow a Correctional or Detention Facility or Jail in a C-1 (Retail Business) District/Central Business District Overlay and repeal Ordinance No. 6608 located at 200 South Crockett Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, September 18, 21024, 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 (903.892.7267). (*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 and 14.03.009*)
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 and 14.03.009*)
5. 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)*)
6. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
7. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Fire Services

The following must be shown on the site plan that is submitted for the building permit.

Building is equipped throughout with an approved automatic sprinkler system.

8. ☐ 507.5.1 - Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 600' from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
9. ☐ 903.3.7 Amended - Fire department connections for automatic sprinkler systems shall be installed in accordance with Section 912. Fire department connections shall be located not more than 100 ft (30.5 m) from the nearest fire hydrant connected to an approved water supply. Fire department connections shall be a 2.5-inch threaded fitting design. Fire department connections shall be equipped with locking Knox caps that operate with the Authority Having Jurisdiction's Knox key. (Located In City Ordinances Amendments)
10. ☐ 914.3.1.1.1 Amended - Exterior access door directly into the sprinkler control room is required. (Located In City Ordinances Amendments)
11. ☐ 506.1 Amended - Any new and existing buildings that have a fire sprinkler riser, standpipe system and/or a fire alarm control panel shall have a Knox key box that contains keys or a keycard to gain access to every door leading from the exterior of the building to the fire sprinkler riser, standpipe system and/or the fire alarm control panel. (Located In City Ordinances Amendments)

It is the policy of the Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or 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, contact Development Services by emailing planning@cityofsherman.com.

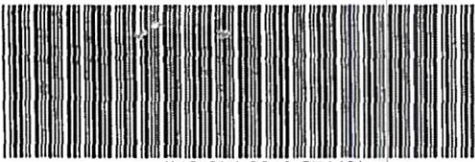
Respectfully,



Rob Rae

Acting Secretary, Planning and Zoning Commission and Board of Adjustment

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



VG-294-2023-27449

Grayson County
Deana Patterson
County Clerk
Sherman, TX 75090

Instrument Number: 2023 - 27449

No Fee Recording

Recorded On: October 12, 2023 04:29 PM

Number of Pages: 7

" Examined and Charged as Follows: "

Total Recording: \$0.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described Document
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 27449
Receipt Number: 20231012000138
Recorded Date/Time: October 12, 2023 04:29 PM
User: Kenady P
Station: CC007

Record and Return To:

GRAYSON COUNTY ATTORNEY



STATE OF TEXAS
COUNTY OF GRAYSON

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

Deana Patterson
County Clerk
Grayson County, TX

A CERTIFIED COPY

Attest: OCT 12 2023, 20____
DEANA PATTERSON, County Clerk
Grayson County, Texas
By Kenady Price Deputy





A CERTIFIED COPY
OCT 12 2023
Attest: _____
DEANA PATTERSON, County Clerk
Grayson County, Texas
By: *[Signature]*

DEED RESTRICTIONS

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned, Grayson County, Texas (the "Owner"), is the owner of a tract of land being all of the Grayson County Justice Center, an Addition to the City of Sherman ("City"), according to the Replat thereof recorded at Document No. 2012-9825 in the Property Records of Grayson County, Texas and all of that certain tract of land conveyed to the Owner by the Corporation of the Episcopal Diocese of Dallas recorded at Document No. 2020-25664 in the Property Records of Grayson County, Texas more particularly described in Exhibit A, attached hereto and incorporated herein by reference (collectively, the "Property").

The Owner does hereby impress the Property with the following deed restrictions ("restrictions"), to wit:

Other than with respect to construction, occupancy and use of the proposed addition depicted on the site plan attached hereto as Exhibit B, attached hereto and incorporated herein by reference, and the existing detention facility used and occupied by the Owner under City of Sherman Certificates of Occupancy issued on October 23, 1984 (Application No. 54), August 9, 1996 (Application No. 110), and July 18, 2012 (Project No. 121304), no applications shall be made to the City of Sherman for any new construction of floor area to be used or occupied for a detention, correctional facility or jail use on the Property, nor shall any detention, correctional facility or jail use occur on the Property other than with respect to construction, occupancy and use of the proposed addition depicted on the site plan attached hereto as Exhibit B, and the existing detention facility used and occupied by the Owner under City of Sherman Certificates issued on October 23, 1984 (Application No. 54), August 9, 1996 (Application No. 110), and July 18, 2012 (Project No. 121304).

These restrictions shall continue in full force and effect for a period of 20 years from the date of execution, and shall automatically be extended for additional periods of 10 years unless amended or terminated in the manner specified in this document.

These restrictions may be amended or terminated as to any portion of the Property, upon application to the City by the current owner of such portion of the Property, without the concurrence of the owners of the remaining portion of the Property, and with the written approval of the City, which may be withheld in the City's sole discretion. These restrictions may be amended or terminated only after a public hearing before and approval by an action of the City Council of the City. The amending or terminating instrument must be approved as to form by the city attorney of the City. If the City Council approves an amendment or termination of these restrictions, the Owner must then file the amending or terminating instrument in the Deed Records of Grayson County at its sole cost and expense before the amendment or termination becomes effective, and such document must bear the signature of the City Manager of the City.

These restrictions inure to the benefit of the City. The Owner hereby grants the City the right to enforce these restrictions by any lawful means, including filing an action in a court of competent

A CERTIFIED COPY

Attest: OCT 12 2023, 20__

DEANA PATTERSON, County Clerk
Grayson County, Texas

By Kendall Price Deputy





By Deana Patterson
Grayson County, Texas
DEANA PATTERSON, County Clerk
Attest: OCT 11 2023
A CERTIFIED COPY

EXHIBIT A

Tract 1

Lot 1 of Grayson County Justice Center Replat recorded at Document Number Document No 2012-9825 in the Property Records of Grayson County, Texas

Tract 2

Situated in the County of Grayson, State of Texas, being a part of the Samuel Blagg Survey, Abstract No. 56, and being that same tract of land conveyed to Protestant Episcopal Church by deed recorded in Volume 1219, Page 8:31. Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a found "X" cut in concrete at the southwest corner of said Protestant Episcopal Church;

Thence North 15°•34'•08" West with the west line of said tract a distance of 102.50 feet to a found 1/2" steel rod;

Thence North 74°•25'•52". East a distance of 75.00 feet to a found P/K nail;

Thence South 15°•34'•08"• East with the west Right-of-Way of Crockett Street a distance of 102.50 feet to a set 1/2" steel rod;

Thence South 74°•25'•52" West with the north Right-of-Way of Cherry Street a distance of 75.00 feet to the Point of Beginning and containing 0.176 acres of land.

A CERTIFIED COPY

Attest: OCT 12 2023, 20__

DEANA PATTERSON, County Clerk

Grayson County, Texas

By Kenady Price Deputy





By [Signature]
DEANA PATTERSON, County Clerk
Grayson County, Texas
Attest: OCT 15 2023
A CERTIFIED COPY

EXHIBIT B

[inserted next page]

A CERTIFIED COPY

Attest: OCT 12 2023, 20__

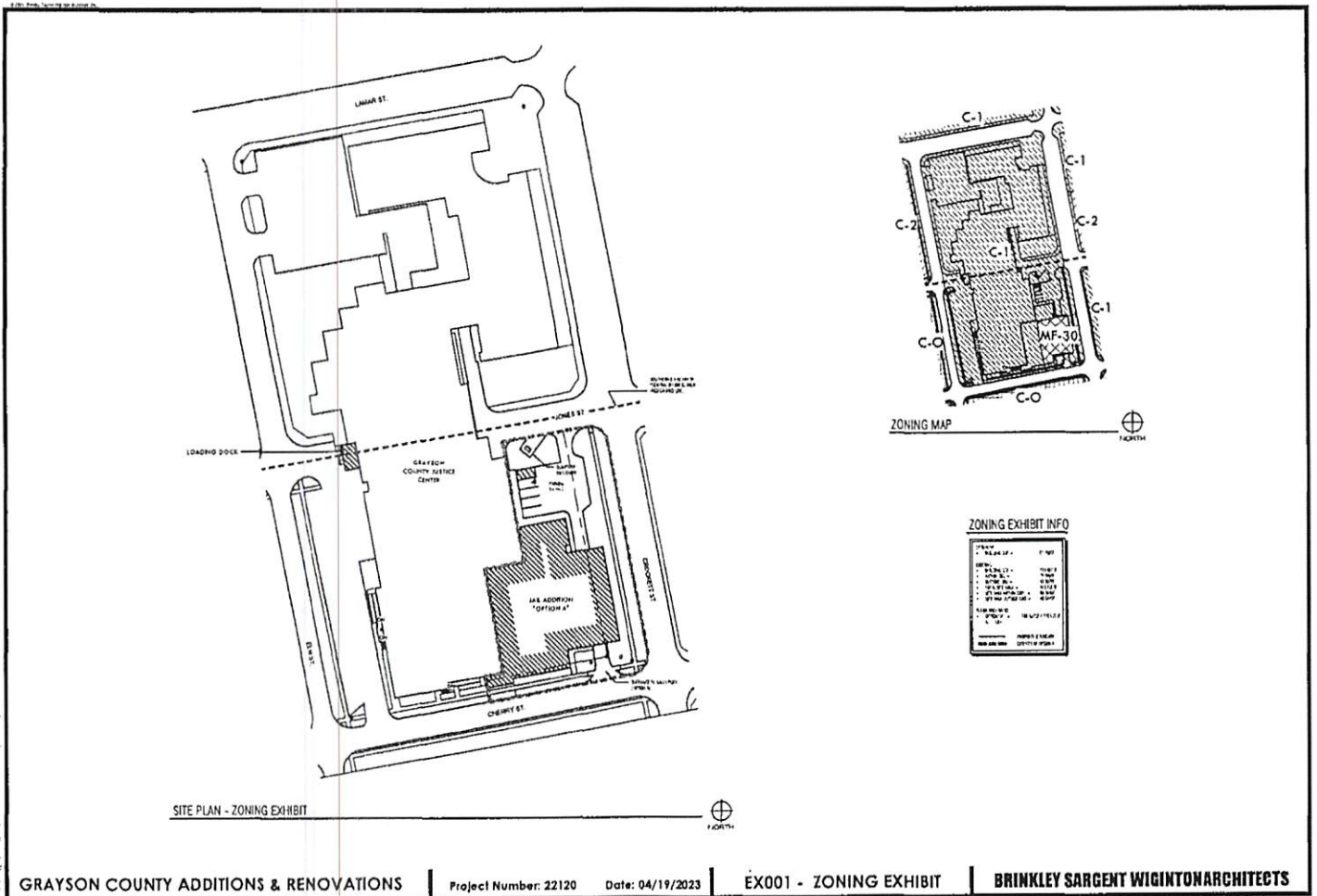
DEANA PATTERSON, County Clerk
Grayson County, Texas

By Kendy Price Deputy





A CERTIFIED COPY
OCT 13 2023
Attest:
DEANA PATTERSON, County Clerk
Grayson County, Texas
BY *[Signature]*



A CERTIFIED COPY
 Attest: OCT 12 2023, 20____
 DEANA PATTERSON, County Clerk
 Grayson County, Texas
 By Kennedy Price Deputy





A CERTIFIED COPY
Attest: OCT 15 2023
SANA PATTERSON, County Clerk
Grayson County, Texas
by Kimberly Brice

jurisdiction, at law or in equity, against the person violating or attempting to violate these restrictions, either to prevent the violation or to require its correction. If the City substantially prevails in a legal proceeding to enforce these restrictions, City shall be entitled to recover damages, reasonable attorney's fees, and court costs. For further remedy, the City may withhold any certificate of occupancy or final inspection necessary for the lawful use of the Property until these restrictions are complied with. The right of the City to enforce these restrictions shall not be waived, expressly or otherwise.

These restrictions are hereby declared covenants running with the Property and are fully binding on all successors, heirs, and assigns of the Owner who acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part thereof, thereby agrees and covenants to abide by and fully perform the provisions hereof.

These restrictions shall be governed by the laws of the State of Texas.

The Owner certifies and represents that there are no mortgages or liens, other than liens for ad valorem taxes, against the Property if there are no signatures of mortgagees or lienholders subscribed below.

The invalidation of any provision herein by any court shall in no way affect any other provision, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

EXECUTED this the 23 day of May, 2023.

GRAYSON COUNTY, TEXAS
Owner

By: Bruce Dawsey
Bruce Dawsey, County Judge

A CERTIFIED COPY
OCT 12 2023
Attest: _____, 20____
DEANA PATTERSON, County Clerk
Grayson County, Texas
By: Kenady Price Deputy

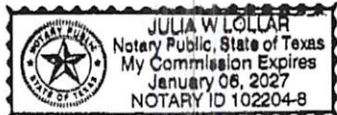




A CERTIFIED COPY
JUL 15 2023
DANA PATTERSON, County Clerk
Grayson County, Texas
[Signature]

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

This instrument was acknowledged before me the 23 day of May 2023, by Bruce Dawsey, County Judge of Grayson County Texas, on behalf of Grayson County Texas, acting in the capacity therein stated.



[NOTARY STAMP]

Julia W Lollar
Notary Public, State of Texas

After recording return to:

A CERTIFIED COPY
Attest: OCT 12 2023, 20____
DEANA PATTERSON, County Clerk
Grayson County, Texas
By Kenodley Price Deputy





A CERTIFIED COPY
OCT 18 2023
Attest: DEANA PATTERSON, County Clerk
Grayson County, Texas
by *[Signature]*



Grayson County Clerk

Deana Patterson
100 W. Houston St
Sherman, TX 75090

Receipt: 20231012000138

Date: 10/12/2023

Time: 04:29PM

By: Kenady P

Station: CC007

Status: ORIGINAL COPY

<u>Seq</u>	<u>Item</u>	<u>Document Description</u>	<u>Number</u>	<u>Number Of</u>	<u>Amount</u>	<u>Serial Number</u>	<u>GF Number</u>
1	No Fee Recording	RESTRICT	2023 - 27449	7	\$0.00		

Order Total (1) \$0.00

<u>Seq</u>	<u>Payment Method</u>	<u>Transaction Id</u>	<u>Comment</u>	<u>Total</u>
1				\$0.00
			Total Payments (1)	\$0.00
			Change Due	\$0.00

GRAYSON COUNTY ATTORNEY



City Council Regular Meeting

Agenda Item No. E.3.

Meeting Date: 10/7/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6777

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 14 (Zoning Ordinance), Articles 14.06 (Development Procedures), 14.08 (Definitions) And 14.10 (Use Chart); Modifying Certain Existing Regulations And Prescribing New Regulations Relating To The Land Use Of Temporary Concrete Batching Plant; 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

Issue:

Consideration of an Amendment to Chapter 14 (Zoning Ordinance), Article 14.10 (Use Chart) and New Regulations Relating To The Land Use of Temporary Concrete Batching Plants.

Background:

The City of Sherman currently has over 30 single-family development projects that are in engineering review, infrastructure construction or home building. Single-family subdivisions require a significant need for concrete during the construction of public infrastructure such as public streets. Temporary concrete batch plants are often used for developments requiring a large amount of concrete to be poured in a short amount of time. These temporary concrete plants are typically located on a site only for the duration of the concrete pour, which can range anywhere from one week to a number of months depending on the size of the project and the weather conditions. Temporary Concrete Batch Plants are regulated by the Texas Commission on Environmental Quality (TCEQ) and are currently required to have a Temporary Use Permit approved by the Planning and Zoning Commission in Sherman.

Staff is recommending to amend the Zoning Ordinance to allow Temporary Concrete Batch Plant with conditional approval based on the following conditions:

- (a) A Temporary Use Permit approved by the Planning and Zoning Commission is required if the temporary concrete batching plant is intended to be mobilized or located on property for greater than 60 days or if included as part of a Planned Development that is 200 acres or greater in total area, for greater than 1 year.*
- (b) A building permit and site plan is required.*
- (c) Temporary batching plants shall not be located within 300 feet of a single-family zoned property or private or public school. The measurement of the distance in this subsection shall be in a direct line from the property line of the uses specified above to the closest edge of the plant yard, as shown on the required site plan, and in a direct line across intersections.*
- (d) The temporary concrete batching plant shall be located only on the development site for which the temporary batching plant is providing concrete, and the temporary batching plant shall provide concrete only for the development site on which it is situated.*
- (e) The applicant shall provide evidence the proposed temporary batching plant has obtained a valid Concrete Batch Plant Permit from the Texas Commission on Environmental Quality for the period in which the*

proposed temporary batching plant is intended to operate.

(f) The Planning and Zoning Commission may grant exceptions to subsection (c) above if it determines that enforcement of the regulation in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant, does not serve its intended purpose, is not effective or necessary, or for any other reason the Planning and Zoning Commission, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

Origination:

City of Sherman

Financial Consideration:

None

Staff Recommendation:

At the September 18, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Amendment be approved as written. **Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6777

ORDINANCE NO. 6777

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 14 (ZONING ORDINANCE), ARTICLES 14.06 (DEVELOPMENT PROCEDURES), 14.08 (DEFINITIONS) AND 14.10 (USE CHART); MODIFYING CERTAIN EXISTING REGULATIONS AND PRESCRIBING NEW REGULATIONS RELATING TO THE LAND USE OF TEMPORARY CONCRETE BATCHING PLANT; 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; 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 Council of the City of Sherman, Texas (“City Council”) finds that it is necessary to amend Chapter 14 (Zoning Ordinance) of the Code of Ordinances, City of Sherman, Texas (“Code of Ordinances”) for the purpose of prescribing conditional standards for the land use of concrete batching plant, temporary; and

WHEREAS, the City of Sherman (“City” or “Sherman”) has complied with all legal notices and public hearings as required by law; and

WHEREAS, the City Council finds that adopting this Ordinance promotes the health, safety and morals of Sherman and is in the best interest of the citizens of Sherman.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendment to the Code of Ordinances, Chapter 14 (Zoning Ordinance). Articles 14.06 (Development Procedures), 14.08 (Definitions) and 14.10 (Use Chart) of the Code of Ordinances are amended as follows¹:

“ARTICLE 14.06 DEVELOPMENT PROCEDURES

...

Sec. 14.06.008 **Temporary use permit (TUP) application and review.**

(a) Purpose and applicability.

¹ Deletions are evidenced by ~~strikethrough~~; additions are *italicized*.

...

(5) Other regulations.

- (A) TUPs may be granted for a time period between 2 weeks and 6 months with the exception of a *temporary* concrete batching plant, which *shall follow the requirements in Section 14.10.001[11].* ~~may request a time period of up to 2 years.~~

...

ARTICLE 14.08 DEFINITIONS

Sec. 14.08.001 Definitions.

...

Batching Plant, Concrete, Temporary. A temporary facility that produces or processes concrete only for use in a particular construction project and only for the duration of the construction project.

...

ARTICLE 14.10 USE CHART

Sec. 14.10.001 Use Chart.

...

- (d) Use Chart. ...

[The remainder of this page intentionally left blank.]

Use Type	R-A	R-E	R-12	R-6	R-5	R-4	R-TH	R-2F	MF-15	MF-30	MH	C-N	C-O	C-1	C-2	M-1	M-1.5	M-2
...																		
Manufacturing and Industrial Uses																		
...																		
Batching plant, Portland cement, concrete, temporary noncommercial	TUP [11]	TUP [11]	TUP [11]	TUP [11]	TUP [11]	TUP [11]	TUP [11]	TUP [11]	TUP [11]	TUP [11]	TUP [11]	TUP [11]	TUP [11]	TUP [11]	TUP [11]	TUP [11]	TUP [11]	
...																		

[The remainder of this page intentionally left blank.]

...

[11] *Concrete batching plant, temporary: A temporary concrete batching plant may be allowed during the construction of a development project based on the following conditions:*

- (a) A Temporary Use Permit approved by the Planning and Zoning Commission is required if the temporary concrete batching plant is intended to be mobilized or located on property for greater than 60 days or if included as part of a Planned Development that is 200 acres or greater in total area, for greater than 1 year.*
- (b) A building permit and site plan is required.*
- (c) Temporary batching plants shall not be located within 300 feet of a single-family zoned property or private or public school. The measurement of the distance in this subsection shall be in a direct line from the property line of the uses specified above to the closest edge of the plant yard, as shown on the required site plan, and in a direct line across intersections.*
- (d) The temporary concrete batching plant shall be located only on the development site for which the temporary batching plant is providing concrete, and the temporary batching plant shall provide concrete only for the development site on which it is situated.*
- (e) The applicant shall provide evidence the proposed temporary batching plant has obtained a valid Concrete Batch Plant Permit from the Texas Commission on Environmental Quality for the period in which the proposed temporary batching plant is intended to operate.*
- (f) The Planning and Zoning Commission may grant exceptions to subsection (c) above if it determines that enforcement of the regulation in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant, does not serve its intended purpose, is not effective or necessary, or for any other reason the Planning and Zoning Commission, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.”*

SECTION 3: Penalty. Any person, firm, corporation or entity violating any provision of this Ordinance, as it exists 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 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 4: Severability. 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 5: Repealing/Savings. 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 4: Open Meeting. 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.

SECTION 5: Effective Date; Publication. This Ordinance shall become effective from and after its adoption and publication as required by law. The City Clerk is directed to publish the caption of this Ordinance as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this 7th day of October 2024.

DAVID PLYLER, MAYOR

ATTEST:

LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM:
ABERNATHY, ROEDER,
BOYD & HULLETT, P.C.**

RYAN D. PITTMAN, CITY ATTORNEY



City Council Regular Meeting

Agenda Item No. E.4.

Meeting Date: 10/7/2024

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Teri Fine, Assistant to the City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6778

Adopting a Local Property Tax Exemption for Qualifying Child-care Facilities, as Defined by Texas Tax Code Section 11.36, and Amending Chapter 11 "Taxation" of the Code of Ordinance of the City of Sherman, Texas, by Adding Section 11.02.006 "Child-care Facilities Exemption"

Issue:

To hold a public hearing on the adoption of a Local Property Tax Exemption for Qualifying Child-care Facilities, as defined by Texas Tax Code Section 11.36

Background:

The 88th Texas Legislature adopted Senate Bill 1145, allowing municipalities to adopt an exemption from local property tax for qualifying child-care facilities. To qualify for the exemption, the applicant must complete an application and affidavit with the Grayson Central Appraisal District. In general, the facility must be licensed by the Health and Human Services Commission, participate in the Texas Workforce Commission's Texas Rising Star Program, and at least 20 percent of children enrolled receive subsidized child-care services.

Origination:

Robby Hefton, City Manager

Financial Consideration:

If all providers identified qualify and apply for the exemption, the savings to the taxpayers will total about \$35,000.

Staff Recommendation:

Staff recommends approval of the exemption.

Alternatives:

City Council could decline to grant the exemption, or could change the percentage of exemption to less than 100% and at least 50%.

Attachments:

1. Ordinance No. 6778
2. Chapter 11 Code of Ordinance AD VALOREM TAXATION - Child Care Provider Exemption (ID 420209)
3. 50-844 Application for Child-Care Facility Property Tax Exemption
4. 50-845 Child-Care Facility Exemption Affidavit

ORDINANCE NO. 6778

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS; ADOPTING A LOCAL PROPERTY TAX EXEMPTION FOR QUALIFYING CHILD-CARE FACILITIES, AS DEFINED BY TEXAS TAX CODE SECTION 11.36, AND AMENDING CHAPTER 11 “TAXATION” OF THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS BY ADDING SECTION 11.02.006 “CHILD-CARE FACILITY EXEMPTION”; PROVIDING REPEALING, SAVINGS AND SEVERABILITY CLAUSES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman (“City”) is a home-rule municipality pursuant to Article II, Section 5 of the Texas Constitution, Section 9.001 *et seq.* of the Texas Local Government Code and its Home Rule Charter; and

WHEREAS, the City is authorized by Senate Bill 1145 of the 88th Texas Legislature, codified at Chapter 11, Section 11.36 of the Texas Tax Code, to adopt a local property tax exemption for properties on which qualifying child-care facilities are operated; and

WHEREAS, Section 11.36(c) of the Texas Tax Code authorizes the governing body of a municipality to adopt an exemption from taxation as a percentage of the appraised value of the real property on which a qualifying child-care facility, as defined under the Texas Tax Code, is operated; and

WHEREAS, the City Council of the City (“City Council”) hereby desires to adopt a one hundred percent (100%) tax exemption of the appraised value of real property used for qualifying child-care facilities, as defined under the Texas Tax Code, beginning with the 2025 tax year.

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

SECTION 1. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2. The City Council hereby adopts the exemption, as authorized and described in Texas Tax Code Section 11.36, entitling qualifying persons to an exemption from taxation by the City of one hundred percent (100%) of the appraised value of the real property the person owns and operates as a qualifying child-care facility, or the portion of the real property the person owns and leases to a person who uses the property to operate a qualifying child-care facility. As set forth in Texas Tax Code Section 11.36(g), a person cannot claim the child-care facility exemption on property they own and lease to another to operate a qualifying child-care facility if the person also claims a Texas Tax Code Section 11.1324 residence homestead exemption on the property or leases any part of the property to another for use as a principal residence.

SECTION 3. Chapter 11, “Taxation” of the City’s Code of Ordinances is hereby amended to add Section 11.02.006 as follows:

“§ 11.02.006. Child-care facility exemption.

Upon compliance with all requirements of any applicable laws and regulations of the state and the City, including but not limited to Texas Tax Code Section 11.36, and subject to the limitations and regulations therein, qualifying persons are entitled to an exemption from taxation by the City of one hundred percent (100%) of the appraised value of:

- (a) Real property the person owns and operates as a qualifying child-care facility; or
- (b) The portion of the real property the person owns and leases to a person who uses the property to operate a qualifying child-care facility.

As set forth in Texas Tax Code Section 11.36(g), a person cannot claim the child-care facility exemption on property they own and lease to another to operate a qualifying child-care facility if the person also claims a Texas Tax Code Section 11.1324 residence homestead exemption on the property or leases any part of the property to another for use as a principal residence. The exemption described in this section shall be effective for the tax year beginning January 1, 2025, and for each year thereafter.”

SECTION 4. 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 5: 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 6. 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 were given as required by law.

SECTION 7. That this Ordinance shall become effective from and after its adoption, except that the tax exemption adopted by the Ordinance applies to the tax year beginning January 1, 2024.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS on this 7th day of October 2024.**

DAVID PLYLER, MAYOR

ATTEST:

LINDA ASHBY, CITY CLERK

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

RYAN D. PITTMAN, CITY ATTORNEY

ARTICLE 11.02
AD VALOREM TAXATION

§ 11.02.001. Penalty for delinquent ad valorem taxes.

- (a) A penalty shall be charged and collected from all persons who do not pay their taxes prior to the first day of February for each tax year. Penalty charges shall be in accordance with the following schedule:

- (1) If paid in February, 6%.
- (2) If paid in March, 7%.
- (3) If paid in April, 8%.
- (4) If paid in May, 9%.
- (5) If paid in June, 10%.
- (6) If paid in July, 12%.

All delinquent taxes shall bear interest from the date of delinquency at the rate of twelve (12) percent per annum, or one (1) percent per month.

- (b) Pursuant to section 33.07 of the state Property Tax Code, an additional penalty of fifteen (15) percent of the amount of taxes, penalty and interest that remain due after July 1 each tax year shall be assessed to defray the cost of collection.

(1991 Code, sec. 32-26)

§ 11.02.002. Exemption for tangible personal property transported outside state (freepoint exemption).

- (a) The city council elects to rescind the tax on tangible personal property described in article VIII, section 1-j, subsection (a) of the state constitution and V.T.C.A., Property Tax Code sec. 11.251.

- (b) The exemption shall be effective for the tax year beginning January 1, 1993, and for each tax year thereafter.

(1991 Code, sec. 32-27)

§ 11.02.003. Release of certain back taxes.

The city releases and extinguishes in whole all indebtedness, liability and obligation of any corporation, association or individual from all ad valorem personal property taxes, including penalty and interest, that have been due for a period of ten (10) years.

(1991 Code, sec. 32-28)

§ 11.02.004. Homestead exemption.

- (a) From and after January 2000, thirty thousand dollars (\$30,000) of the assessed valuation on

residence homesteads, as now defined by law, shall be exempt from taxation for all city purposes, provided the homestead is owned by a person sixty-five (65) years or older.

- (b) Each person claiming this exemption shall make application therefor on forms to be provided by the city. Each person claiming this exemption shall make application not later than April thirtieth. It is the intent of this section to ensure that application for homestead exemptions are made for each tax year according to law.
- (c) A disabled individual or an individual sixty-five (65) years of age or older is entitled to an ad valorem tax limitation on the total amount of taxes that may be imposed by the city on such individual's residence homestead as prescribed by and in accordance with article VIII, section 1-b(h) of the Texas Constitution, and section 11.261 of the Texas Tax Code.
(1991 Code, sec. 32-29; Ordinance 5306 adopted 6/6/05)

§ 11.02.005. Goods in transit.

All such goods in transit, personal property, as defined by the amendments to Texas Tax Code, section 11.253 under Senate Bill 1, shall be and are hereby declared to be taxable by the city, for tax year 2012 and for every year thereafter, all as provided for and in accordance with Texas Tax Code, section 11.253.

(Ordinance 5724 adopted 10/17/11)

§ 11.02.006. Child-care facility exemption.

Upon compliance with all requirements of any applicable laws and regulations of the state and the city, including but not limited to the V.T.C.A., Tax Code §11.36, and subject to the limitations and regulations therein, one hundred (100 percent of the appraised value of:

- (i) Real property a person owns and operates as a qualifying child-care facility, or
- (ii) The portion of the real property that a person owns and leases to a person who uses the property as a qualifying child-care facility, for the tax year 2024, and for each year thereafter, shall be exempt from the ad valorem taxes levied by the city.

Application for Child-Care Facility Property Tax Exemption

Form 50-844

Tax Year

Appraisal District's Name

Appraisal District Account Number (if known)

GENERAL INFORMATION: This application applies to property that is owned or leased by a child-care facility that meets the qualifications for exemption pursuant to Tax Code Section 11.36.

FILING INSTRUCTIONS: Applicants must file this application and all supporting documents with the appraisal district office in each county in which the property is located. **Do not file this document with the Texas Comptroller of Public Accounts.**

SECTION 1: Property Owner/Applicant

Did the applicant own the property that is the subject of this application on Jan. 1 of the tax year? ☐ Yes ☐ No

☐ Individual ☐ Partnership ☐ Corporation ☐ Other (specify): _____

Name of Property Owner

Driver's License, Personal I.D. Certificate
Social Security Number or Federal Tax I.D. Number*

Physical Address, City, State, ZIP Code

Primary Phone Number (area code and number)

Email Address**

Mailing Address, City, State, ZIP Code (if different from the physical address provided above)

SECTION 2: Authorized Representative

If you are an individual property owner filing this application, skip to Section 3; all other applicants filing on the property owner's behalf are required to complete Section 2.

Please indicate the basis for your authority to represent the property owner in filing this application:

☐ Officer of the company ☐ General Partner of the company ☐ Attorney for property owner

☐ Agent for tax matters appointed under Tax Code Section 1.111 with completed and signed Form 50-162

☐ Other and explain basis: _____

Provide the following information for the individual with the legal authority to act for the property owner in this matter:

Name of Authorized Representative

Driver's License, Personal I.D. Certificate, or Social Security Number*

Title of Authorized Representative

Primary Phone Number (area code and number)

Email Address**

Mailing Address, City, State, ZIP Code

SECTION 3: Property Description

Provide the descriptive information requested below for the property that is the subject of this application:

Physical Address (i.e. street address, not P.O. Box), City, State, ZIP Code

Appraisal District Account Number (if known)

Legal Description:

SECTION 4: Child-Care Facility Information

Name of Child-Care Facility

Owner/Operator

Primary Phone Number (area code and number)

Email Address**

Mailing Address, City, State, ZIP Code

SECTION 5: Property Use

1. Is the child-care facility licensed by the Health and Human Services Commission? ☐ Yes ☐ No
If yes, please provide the license number: _____
2. What services are provided by the child-care facility?

3. Are any of the children related by blood, marriage or adoption to the owner or operator of the child-care facility? ☐ Yes ☐ No
4. Does the child-care facility owner or operator participate in the Texas Workforce Commission's Texas Rising Star Program? ☐ Yes ☐ No
5. Do 20 percent of the total number of children enrolled receive subsidized childcare services provided through the child-care services program administered by the Texas Workforce Commission? ☐ Yes ☐ No
6. Is the property currently receiving an exemption under Tax Code Section 11.13, or is any part of the property leased to another person for use as a principal residence? ☐ Yes ☐ No

SECTION 6: Certification and Signature**If you make a false statement on this form, you could be found guilty of a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.**

I, _____, swear or affirm the following:

Printed Name of Property Owner or Authorized Representative

- that each fact contained in this application is true and correct;
- that the property described in this application meets the qualifications under Texas law for the child-care facility exemption claimed;
- that I have read and understand the Notice Regarding Penalties for Making or Filing an Application Containing a False Statement.

**sign
here** ➡

Signature of Property Owner or Authorized Representative

Date

* If the property owner is a company or other legal entity (not an individual), it must provide the entity's Federal Tax I.D. Number. Disclosure of your social security number (SSN) may be required and is authorized by law for tax administration and identification of any individual affected by applicable law. Authority: 42 U.S.C. § 405(c)(2)(C)(i); Tax Code Section 11.43(f). Except as authorized by Tax Code Section 11.48(b), a driver's license number, personal identification certificate number, or social security number provided in this application for an exemption filed with your county appraisal district is confidential and not open to public inspection under Tax Code Section 11.48(a).

** An email address of a member of the public could be confidential under Government Code Section 552.137; however, by including the email address on this form, you are affirmatively consenting to its release under the Public Information Act.

Important Information

GENERAL INFORMATION

This application is for claiming a property tax exemption for a property that is owned or leased by a qualifying child-care facility pursuant to Tax Code Section 11.36. The exemption applies only to property located in a county or municipality in which the governing body of the taxing unit has authorized the exemption.

FILING INSTRUCTIONS

Applicants must file this application and all supporting documentation with the appraisal district office in each county in which the property is located. **Do not file this document with the Texas Comptroller of Public Accounts.** You can find a county directory with contact information for appraisal district offices on the Comptroller's website.

APPLICATION DEADLINES

You must file the completed application with all required documentation beginning Jan. 1 and not later than April 30 of the year for which you are requesting an exemption.

ADDITIONAL INFORMATION REQUEST

The chief appraiser may request additional information to evaluate this application. Property owner must comply within 30 days of the request or the application will be denied. The chief appraiser may extend this deadline for a single period not to exceed 15 days for good cause shown (Tax Code Section 11.45).

DUTY TO NOTIFY

Once the child-care exemption is granted, an application does not need to be filed annually unless the property's ownership changes or qualifications for the exemption change. The chief appraiser may require a new application to be filed to confirm eligibility by sending written notice and an application. You must notify the chief appraiser in writing before May 1 after the right to the exemption ends.

DOCUMENTATION

Applicants must include the following documents with the application:

- Documentation that the child-care facility participates in the Texas Workforce Commission's Texas Rising Star Program as described by Government Code Section 2308.3155.
- Documentation showing that at least 20 percent of children enrolled in the child-care facility receive subsidized child-care services provided through the child-care services program administered by the Texas Workforce Commission.
- For a property owner leasing the property to a qualifying child-care facility, Form 50-845, Child-Care Facility Exemption Affidavit certifying that the property owner has provided to the child-care facility a disclosure in accordance with Tax Code Section 11.36(f).

Child-Care Facility Exemption Affidavit

Form 50-845

Tax Year _____

Appraisal District's Name _____

Appraisal District Account Number (if known) _____

GENERAL INFORMATION: This affidavit is for use by a property owner leasing property to a child-care facility and claiming an exemption pursuant to Tax Code Section 11.36.

FILING INSTRUCTIONS: Attach the completed and notarized affidavit to Form 50-844, Child-Care Exemption Application filed with the appraisal district office in each county in which the property is located. **Do not file this document with the Texas Comptroller of Public Accounts.**

AFFIDAVIT FOR OWNER LEASING PROPERTY TO A CHILD-CARE FACILITY

STATE OF TEXAS

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, being by me duly sworn, deposed as follows:

My name is _____ and I am applying for a child-care facility exemption; I am fully competent to make this affidavit; I have personal knowledge of the facts in this affidavit; and all of the facts in it are true and correct. I am an owner of the property identified in this application or the person authorized to make this statement on the owner's behalf.

1. Has a disclosure document been provided to the child-care facility leasing the property for which the exemption applies stating the amount by which the property taxes are reduced as a result of the exemption and the method used to ensure the rent charged for the lease of the property fully reflects the reduction? ☐ Yes ☐ No
2. The rent charged is reflected through a _____ credit.
(indicate monthly or annually)
3. Does the total rent amount charged exceed the average rental costs for property comparable to the property for which the exemption applies? ☐ Yes ☐ No
4. If the space is a commercial property with multiple tenants, does the rent charged to the child-care facility exceed the amount charged to other tenants leasing a similar space? ☐ Yes ☐ No

The facts contained in this affidavit are true and correct.

Signed on this _____ day of _____, 20 _____

Signature of Affiant

SUBSCRIBED AND SWORN TO before me on the

_____ day of _____, 20 _____

Notary Public in and for the State of Texas

My Commission expires: _____

Notary's Printed Name



SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F.1.

Meeting Date: 10/7/2024

Prepared By:

Approved By:

Caption:

Close Public Hearing

Consider Adoption of Ordinances 6775, 6776, 6777 & 6778.

Issue:

E. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6775

Authorizing the Issuance of "CITY OF SHERMAN, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024"; Specifying the Terms and Features of Said Certificates; Providing for the Payment of Said Certificates of Obligation by the Levy of an Ad Valorem Tax Upon All Taxable Property within the City and a Limited Pledge of the Net Revenues from the Operation of the City's Waterworks and Sewer System; Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale and Delivery of Said Certificates, Including the Approval and Execution of a Paying Agent/Registrar Agreement and the Approval and Distribution of an Official Statement; and Providing an Effective Date

E. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6776

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6608, And Granting A Specific Use Permit To Allow A Correctional Or Detention Facility Or Jail In A C-1 (Retail Business) District/Central Business District Overlay Located At 200 South Crockett Street, City Of Sherman, Grayson County, Texas Grayson County, Texas (Owner), Bruce Dawsey (Representative) And Underwood Drafting & 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

E. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6777

3. Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 14 (Zoning Ordinance), Articles 14.06 (Development Procedures), 14.08 (Definitions) And 14.10 (Use Chart); Modifying Certain Existing Regulations And Prescribing New Regulations Relating To The Land Use Of Temporary Concrete Batching Plant; 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

E. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6778

Adopting a Local Property Tax Exemption for Qualifying Child-care Facilities, as Defined by Texas Tax Code Section 11.36, and Amending Chapter 11 "Taxation" of the Code of Ordinance of the City of Sherman, Texas, by Adding Section 11.02.006 "Child-care Facilities Exemption"

Background:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. F.2.

Meeting Date: 10/7/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6774 (TABLED AT THE SEPTEMBER 16, 2024 CITY COUNCIL MEETING)

Repealing Ordinance No. 6354 and Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land, Consisting Of 438.99 Acres In The John Jennings Survey, Abstract No. 647, And The Uriah Burns Survey, Abstract No. 121, City Of Sherman, Grayson County, Texas, Located In The 3500-4500 Blocks Of North F.M. 1417 (Heritage Parkway) And The 600-1900 Blocks Of West U.S. Highway 82, Heretofore Zoned Planned Development (PD) District; Providing That The Tract Is Rezoned And Placed In The Planned Development (PD) Zoning Classification With Modified Development Standards; Describing The Tract To Be Rezoned; Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of Repealing Ordinance No. 6354 and establishing Ordinance No. 6774 to Repeal and Replace the Development Regulations of the Heritage Ranch Planned Development to include Multi-Family as a Permitted Use in the Commercial and Entertainment District Regulations.

Background:

The property is located in the 3500-4500 Blocks Of North F.M. 1417 (Heritage Parkway) And The 600-1900 Blocks Of West U.S. Highway 82 between North Travis Street and North FM 1417 (Heritage Parkway). The owner is requesting Heritage Ranch PD (Planned Development) text amendment to include Dwelling, Multi-Family in the Permitted Uses – Commercial and the Permitted Uses – Entertainment. The owner would also like to request Site Plan approval of Heritage Ranch Multi-Family Phase 1. The current Heritage Ranch PD only allows for Multi-family development in the Residential District of the adopted PD. This proposed text amendment would allow multi-family in the Commercial and Entertainment Districts as well. **Following the Council meeting on September 16th, 2024 the developer was able to agree with staff in providing a maximum of 1,200 multi-family units combined in the Commercial and Entertainment Districts for this text amendment.**

The following has been approved for this location:

600-1900 Blocks West Highway 82

- 12/15/2020 - Planned Development for Heritage Ranch Development

300-1000 Blocks West Highway 82

- 9/19/2023 - Final Plat of Heritage Ranch, Phase 1

Origination:

Development Services

Financial Consideration:

None

Staff Recommendation:

At the August 20, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Text Amendment 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. 6774
2. Exhibit A - Legal Description
3. Exhibit B - Development Standards
4. Exhibit C - Zoning Exhibit
5. Ord. No. 6354
6. Location Map
7. Zoning Map
8. Future Landuse Map
9. Property Notification Signs

ORDINANCE NO. 6774

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 6354 AND AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 438.99 ACRES IN THE JOHN JENNINGS SURVEY, ABSTRACT NO. 647, AND THE URIAH BURNS SURVEY, ABSTRACT NO. 121, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 3500-4500 BLOCKS OF NORTH F.M. 1417 (HERITAGE PARKWAY) AND THE 600-1900 BLOCKS OF WEST U.S. HIGHWAY 82, HERETOFORE ZONED PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING THAT THE TRACT IS REZONED AND PLACED IN THE PLANNED DEVELOPMENT (PD) ZONING CLASSIFICATION WITH MODIFIED DEVELOPMENT STANDARDS; DESCRIBING THE TRACT TO BE REZONED; 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. Ordinance No. 6354 is hereby repealed in its entirety. The effective date of the repeal discussed in this Section shall not occur until the effective date of this Ordinance, at which time Ordinance No. 6354 shall be repealed. Such repeal shall not abate any pending prosecution or lawsuit or prevent any prosecution or lawsuit from being commenced for any violation of Ordinance No. 6354 occurring before the effective date of this Ordinance.

SECTION 2. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located in the 3500-

4500 Blocks of North F.M. 1417 (Heritage Parkway) and the 600-1900 Blocks of West U.S. Highway 82, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the PD (Planned Development) District zoning classification, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

The development plans, standards and uses of the Property shall conform to and comply with the standards, rules and regulations for development and use of land within the Planned Development District zoning classification. The Property shall be developed in compliance with the additional requirements as set forth and/or depicted herein and in the following exhibits, each of which are attached hereto and incorporated herein by reference for all purposes:

- Exhibit B – Development Standards, and
- Exhibit C – Zoning Exhibit.

The Property shall be developed in compliance with the standards set forth herein, in Exhibit B and Exhibit C and all other ordinances, rules and regulations of Sherman, as they currently exist, may be amended or in the future arising. To the extent that any of the exhibits attached hereto are in conflict with the provisions of this Ordinance or one another, the provisions of this Ordinance, then the provisions of Exhibit B and Exhibit C shall prevail in that order.

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 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 5. 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 6. 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 7. 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 8. 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 9. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 16th day of September 2024.

ADOPTED on this the 7th day of October 2024.

EFFECTIVE DATE on this the 7th day of October 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

Page 259 of 832

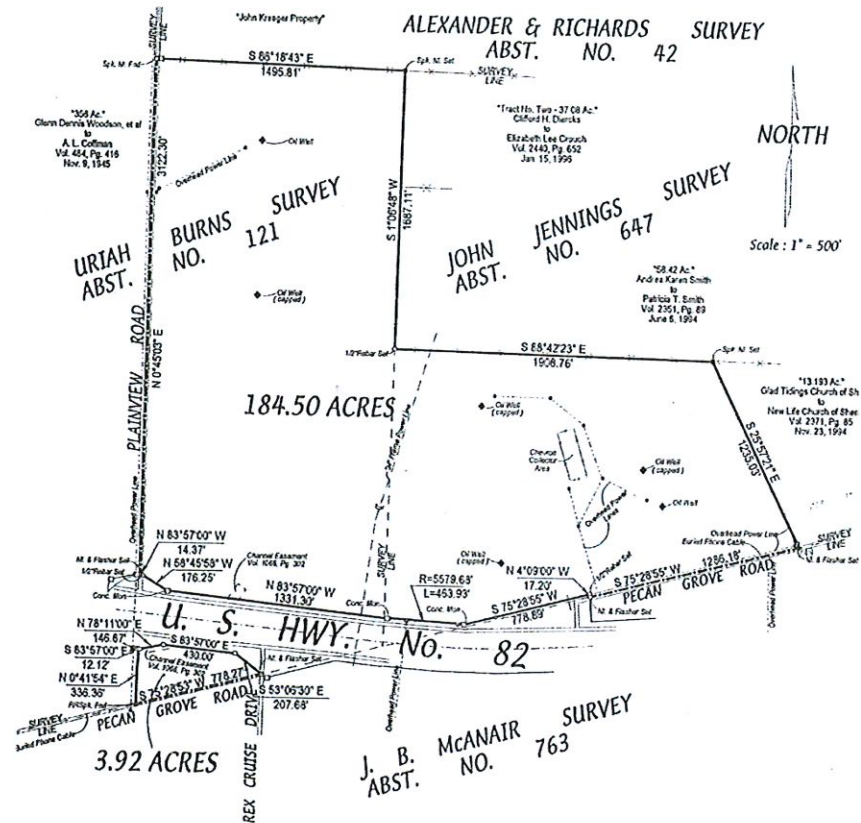


Exhibit A - Legal Description

SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors
P.O. Box 1843 - 109 S. Travis - Sherman, Texas 75091-1843
phone (903)892-8003 fax (903)868-2970

SITUATED in the County of Grayson, State of Texas, being a part of the URIAH BURNS SURVEY, Abstract No. 121, and the JOHN JENNINGS SURVEY, Abstract No. 647, being a part of a 328 acre tract of land conveyed by N. A. Birge to James M. Head by deed dated May 17, 1898, recorded in Volume 123, Page 265, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a set spike nail and flasher at the intersection of the center of a public road known as Plainview Road, the West line of said 328 acre tract, the East line of a 356 acre tract of land conveyed by Glenn Dennis Woodson, Independent Executor of the Estate of S. P. Woodson, deceased, et al to A. L. Coffman by deed dated November 9, 1945, recorded in Volume 484, Page 416, Deed Records, Grayson County, Texas, with the North line of U. S. Highway No. 82;

THENCE North 00 deg. 45 min. 03 sec. East, with the center of said Plainview Road, the West line of said 328 acre tract, the East line of said 356 acre tract, a distance of 3122.30 feet to a found spike nail maintaining the the most Westerly Northwest corner of said 328 acre tract, an ell corner of said Burns Survey, the Southwest corner of the Alexander & Richards Survey, Abstract No. 42;

THENCE South 88 deg. 18 min. 43 sec. East, with a North line of said Burns Survey, the South line of said Alexander & Richards Survey, at a distance of 41.2 ft. passing a cross tie fence corner post on the East side of said road, and continuing with the general line of a fence for a total distance of 1495.81 feet to a found spike nail at the base of a fence corner post for the most Westerly Northeast corner of said 328 acre tract, the most Easterly Northeast corner of said Burns Survey, the Northwest corner of said Jennings Survey, the Northwest corner of a 37.08 acre tract of land described in Tract No. Two in deed from Clifford H. Diercks to Elizabeth Lee Crouch, dated January 15, 1996, recorded in Volume 2440, Page 652, Official Public Records, Grayson County, Texas;

THENCE South 01 deg. 06 min. 48 sec. West, with the general line of a fence, an East line of said Burns Survey, the West line of both said Jennings Survey, and 37.08 acre tract, passing its Southwest corner, the Northwest corner of a 58.42 acre tract of land conveyed by Andrea Karen Smith to Patricia T. Smith by deed dated June 6, 1994, recorded in Volume 2351, Page 89, Real Property Records, Grayson County, Texas, and continuing for a total distance of 1687.11 feet to a found 1/2 inch rebar 3 feet West of a fence corner post, said rebar maintaining the Southwest corner of said 58.42 acre tract, an ell corner of said 328 acre tract;

THENCE South 88 deg. 42 min. 23 sec. East, with the

Exhibit A - Legal Description

-2-

THENCE South 25 deg. 57 min. 21 sec. East, with the general line of a fence, a distance of 1235.03 feet to a found spike nail and flasher for the Southwest corner of said 13.193 acre tract, in the center of a public road known as Pecan Grove Road, and on the South line of both said 328 acre tract, and Jennings Survey, the North line of the J. B. McAnair Survey, Abstract No. 763;

THENCE South 75 deg. 28 min. 55 sec. West, with the center of said Pecan Grove Road, the South line of both said 328 acre tract, and Jennings Survey, the North line of said McAnair Survey, a distance of 1286.18 feet to a found spike nail and flasher at the intersection of the center of said road, the South line of both said 328 acre tract and Jennings Survey, the North line of said McAnair Survey, with the North right-of-way line of said U. S. Highway No. 82;

THENCE in a Westerly direction with the North right-of-way line of line of said U. S. Highway No. 82, the following calls and distances:

North 04 deg. 09 min. 00 sec. West, a distance of 17.20 feet to a found 1/2 inch rebar;

South 75 deg. 28 min. 55 sec. West, a distance of 778.89 feet to a found concrete right-of-way monument;

With a curve to the right having a radius of 5579.68 ft., (chord bears North 86 deg. 19 min. 55 sec. West, 463.79 ft.), a distance of 463.93 feet to a found concrete right-of-way monument;

North 83 deg. 57 min. 00 sec. West, a distance of 1331.30 feet to a found concrete right-of-way monument;

North 58 deg. 45 min. 58 sec. West, a distance of 176.25 feet to a found 1/2 inch rebar;

North 83 deg. 57 min. 00 sec. West, a distance of 14.37 feet to the PLACE OF BEGINNING and containing 184.50 ACRES OF LAND more or less.....

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property legally described hereon was made on the ground on the 8 th day of October, 1996 and re-surveyed in September, 2001 and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying.

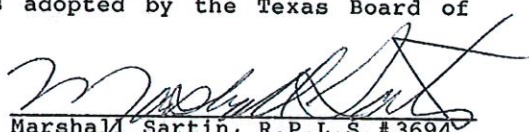
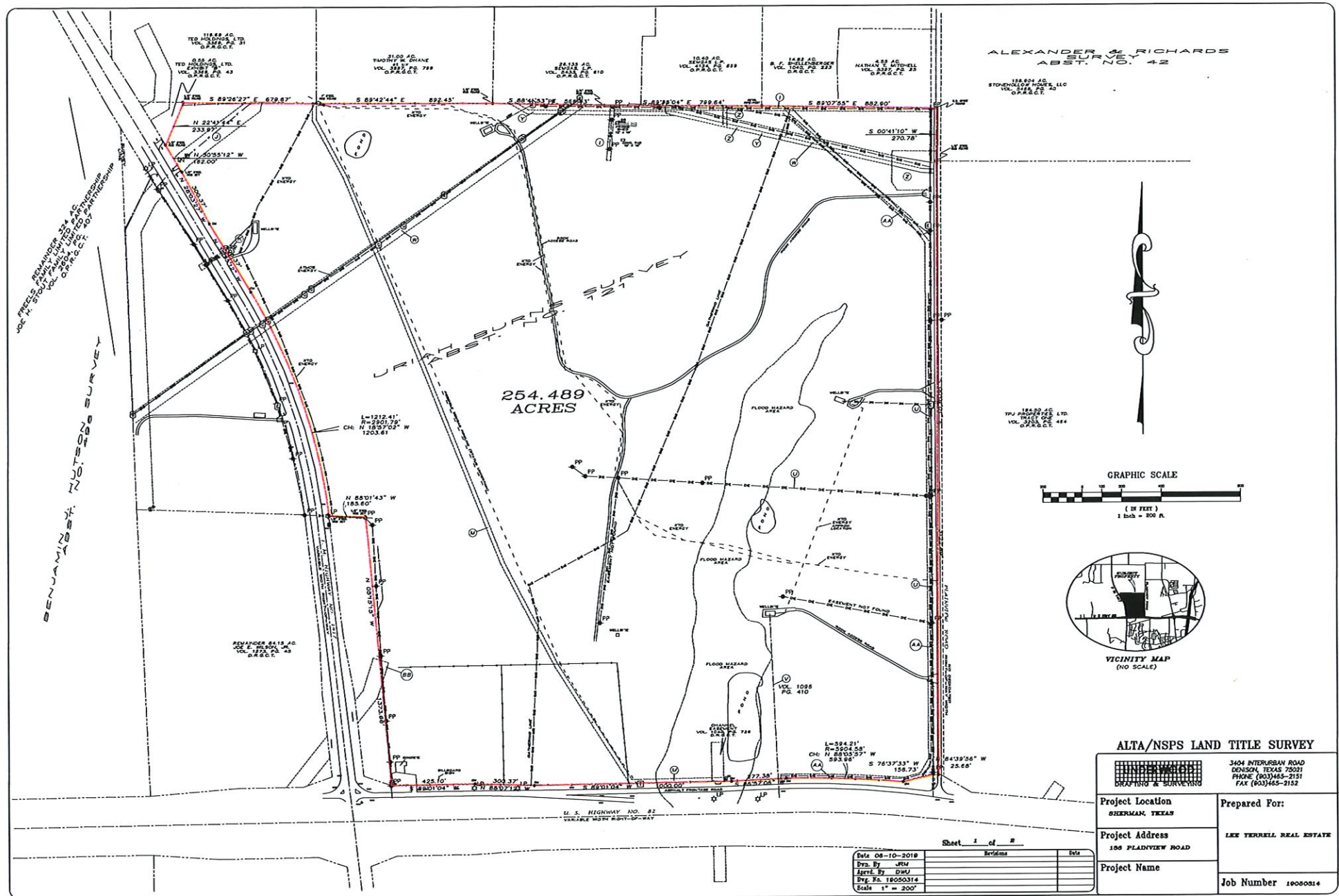

Marshall Sartin, R.P.L.S. #3694



Exhibit A - Legal Description



HERITAGE RANCH PLANNED DEVELOPMENT

Revised 7 OCTOBER 2024

11 DECEMBER 2020



HERITAGE RANCH PLANNED DEVELOPMENT

Revised 16 SEPTEMBER 2024

11 DECEMBER 2020

Submitted to:

City of Sherman



Submitted by:



Prepared by:



JHP

Architecture/Urban Design

Exhibit B - Development Standards



Thank you for the opportunity to submit this Planned Development (PD) document to the City of Sherman. This document should be considered the Development Plan which contains the written terms and standards necessary to ensure compliance with the PD objectives and plans. Also, included in this document is the Conceptual Plan for the Heritage Ranch PD. The Conceptual Plan graphically defines the applicant's current intent for the development of the proposed Planned Development. The Conceptual Plan shows general land use areas, acreages and maximum densities, primary street circulation and access points, floodplains, open space, parks and pedestrian trail areas. We are excited about this Development Plan and the community it defines.

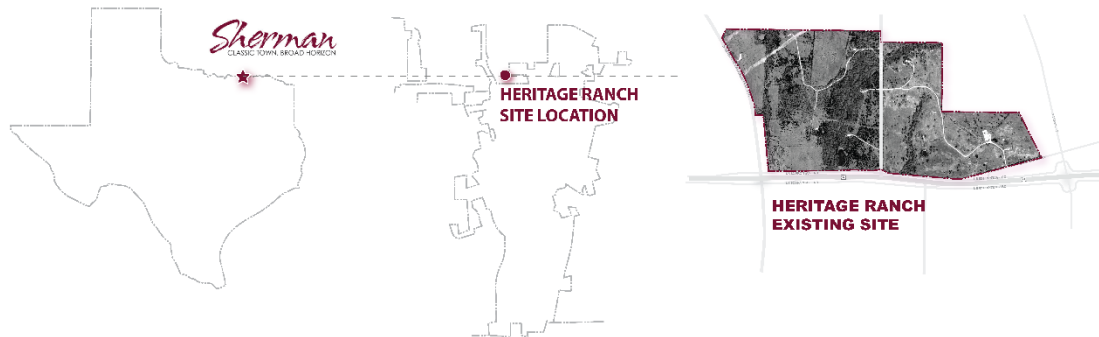
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I. INTRODUCTION

A. PLAN OVERVIEW AND SITE



The **Heritage Ranch Planned Development (PD)** is a multi-use development and community encompassing approximately 439-acres located in and adjacent to Sherman, Texas (the “Development”). The Planned Development offers a potential future mix of commercial and residential opportunities complimented with areas set aside as parks, lakes and open space amenities. The use and development regulations set forth in the Heritage Ranch PD provides for and encourages development that contains a compatible mix of uses to allow citizens and visitors to work, play and recreate within the development.

In the event of a conflict between the City of Sherman Code of Ordinances and the regulations and standards contained in this document, this document shall control. Whenever this document is silent upon a regulation or design standard the City of Sherman Code of Ordinances shall control. Words shown in all CAPITAL LETTERS are defined terms in Section VIII. Definitions.

This 439-acre site is well located for land development. The site is located within the growing northwest quadrant of Sherman having Highway US 82 as its southern boundary and being less than a mile from Highway US 75 to the east. The US 75 corridor just north of US 82 has been one of the most active commercial destinations in Sherman. The site in bound by FM 1417 (North Heritage Parkway) on the west and connected to North Travis to the immediate east. The property is blessed with a rolling terrain that will aid development and potentially allow the owner to create a chain of lakes to link the development together and provide an amenity for citizens in Sherman.

Sherman is the county seat of Grayson County, Texas. The city’s population is estimated at 43,662 in early 2020. It is one of the two principal cities in the Sherman–Denison Metropolitan Statistical Area, and it is part of the Texoma region of North Texas and southern Oklahoma, which establishes a large regional trade area for this site.

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B. DEVELOPMENT OBJECTIVES

The Heritage Ranch PD addresses the physical relationship between development and adjacent properties, public streets, neighborhoods, and the natural environment through the following set of development objectives:

- *Create a quality development which will provide new jobs, quality homes and provide added revenue for the City of Sherman via sales and property tax income.*
- *Offer the potential for a variety of housing types responsive to current and future residents' desire for a mix of housing types.*
- *This plan offers the City of Sherman the potential for unique and special entertainment that can be the definition of destination orientated.*
- *Creating quality residential and non-residential development.*
- *Enhance the natural resources of the site to create land use value from the development of parks, lakes and open space as amenities for the community.*

C. PLANNED DEVELOPMENT PURPOSE

The (PD) Planned Development is intended to provide for combining and mixing uses into integral land use units such as employment and commercial centers; residential developments with multiple or mixed housing types; or any appropriate combination of uses which may be planned, developed or operated as integral land use units, whether by a single owner or a combination of owners.

D. COMPONENTS OF THE PLANNED DEVELOPMENT

The Heritage Ranch PD is organized in the following manner with each element defining specific items and development patterns being executed in this plan.

A. Conceptual Plan

The provisions of this document are presented through a Conceptual Plan with accompanying standards and design guidelines. The Conceptual Plan includes a depiction of general area regions, and general circulation patterns. The allocation of specific land uses, buildings and the proposed road network will be identified as specific development plans come forward at the Detailed Site Plan stage.

The Conceptual Plan is an overall guide to the development of the community. The Conceptual Plan illustrates a balanced community that incorporates residential, commercial, and entertainment uses in a walkable pedestrian community.

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The Conceptual Plan is attached and incorporated herein as Exhibit “A” – Conceptual Plan and shall serve as the overall land use plan for the development. Included with Exhibit A is a table which summarizes the general land use acreage depicted on the Conceptual Plan. The acreage and regions shown thereon reflects general area and may be modified by up to 20% more or less to respond to specific changes in the market, as authorized by the DIRECTOR. The Planning and Zoning Commission may approve deviations of more than 20% but not more than 30% with the approval of a formal amendment to this document.

B. Open Space Framework Plan

This framework plan depicts the general physical location of park, open space and pedestrian trail amenities. These locations and alignments relate to future roadways and possible divisions of land use types. Some of these separations are created in their location due to an existing utility easement or ROW. It is the desire that these locations will correspond to a well-planned and pedestrian connected community. The lakes and adjacent space are formed in part due the existing topography and surface watershed. Again, it is the desire that the potential lake and/or lakes will be a signature element for the Heritage Ranch PD.

The Open Space Framework Plan is attached and incorporated herein as Exhibit “B” – Open Space Framework Plan and shall serve as the guiding document for the general locations and types of open spaces and trails that shall be provided in the Development. The exact location of each open space and trail shall be determined at the time of platting but shall generally follow the layout identified in the Open Space Framework Plan.

C. Transportation Master Plan

This supporting framework plan defines the general location of vehicular transportation routes. These locations relate to future streets and roadways being planned and constructed. All of the roads listed and their specific dimensions are from the current City of Sherman Throughfare Plan. These roadways are planned to align with other existing adjacent roads (Plainview Road and Rex Cruse Drive) also per the current City of Sherman Throughfare Plan. It is the desire of the Heritage Ranch PD to create a transportation network that allows good mobility to and from this site along with connectivity across Sherman.

The Transportation Master Plan is attached and incorporated herein as Exhibit “C” – Transportation Master Plan, and shall serve as the guiding document for the general locations and designs of ingress and egress to the development from public thoroughfares and the general locations of collector and arterial streets within the development. The exact locations of the access points to the development from public thoroughfares and the exact layout and design of collector and arterial streets within

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the development shall be determined at the time of platting, but shall generally follow the Transportation Master Plan.

D. Land Use Requirements

This PD is divided into four (4) regions as identified in the Concept Plan. Each region is intended to allow for the development of unique and complimentary uses to the other regions, and especially those regions adjacent to one another. The following uses are the allowable (permitted) uses for each region. No other uses shall be permitted without approval by the Director.

Permitted Uses – Commercial

This region is primarily intended for mixed-use retail, commercial and office uses.

Permitted Uses

AMUSEMENT SERVICES
BED AND BREAKFAST
CAR WASH
CHILDCARE FACILITY
CHURCH/PLACE OF WORSHIP
CIVIC CENTER
COMMUNITY SERVICE
DWELLING, MULTI-FAMILY
EDUCATIONAL FACILITY
ENTERTAINMENT
EXHIBITION HALL
FRATERNAL ORGANIZATION, LODGE, CIVIC CLUB, OR UNION
FUEL SALES
HOSPITAL
HOTEL
KIOSK
MANUFACTURING BUSINESS
MARKET (PUBLIC)
MEDICAL OFFICE/SERVICE
MICROBREWERY
OFFICE
OUTDOOR RECREATION
PARK/PLAYGROUND
PROFESSIONAL SERVICES
PUBLIC GARAGE/PARKING STRUCTURE
RESTAURANT
RETAIL
SCHOOL, OTHER
SEASONAL USES
SERVICE BUSINESS

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TELEMARKETING AGENCY
UTILITIES (PUBLIC)
VETERINARIAN CLINIC

Permitted Uses – Entertainment

The Entertainment Region for events, mixed-use retail, and commercial uses.

Permitted Uses

AGRICULTURE
AMUSEMENT SERVICES
ARENA
BED AND BREAKFAST
CHURCH/PLACE OF WORSHIP
CIVIC CENTER
COMMUNITY SERVICE
DWELLING, MULTI-FAMILY
ENTERTAINMENT
EXHIBITION HALL
FUEL SALES
HOSPITAL
HOTEL
KIOSK
LIVESTOCK SHOWING
LIVESTOCK STABLES
MANUFACTURING BUSINESS
MARKET (PUBLIC)
OFFICE
OUTDOOR RECREATION
PRIVATE CLUB
PUBLIC GARAGE/PARKING STRUCTURE
RESTAURANT
RETAIL
SEASONAL USES
SERVICE BUSINESS
UTILITIES (PUBLIC)
VETERINARIAN CLINIC

Permitted Uses - Residential

This region is intended for a variety of residential development of varying DENSITY. Residential development within these areas consist of single-family and multi-family residences and TOWNHOUSES as the primary uses.

Permitted Uses

ACCESSORY DWELLING
ACCESSORY STRUCTURES
ASSISTED LIVING FACILITY

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CHILDCARE FACILITY
CHURCH/PLACE OF WORSHIP
COMMUNITY SERVICE
CONTINUING CARE RETIREMENT COMMUNITY
CONVALESCENT AND NURSING HOME
DWELLING, MULTI-FAMILY
DWELLING, ONE-FAMILY
EDUCATIONAL FACILITY
FAMILY HOME
INDEPENDENT SENIOR LIVING FACILITY
MEDICAL OFFICE/SERVICES
OUTDOOR RECREATION
PARK/PLAYGROUND
SCHOOL (K THROUGH 12)
TOWNHOUSE
UTILITIES (PUBLIC)

Permitted Uses – Park and Open Space

This region is primarily intended for outdoor uses.

Permitted Uses

COMMUNITY GARDEN
GREENWAY
OPEN SPACE
OUTDOOR RECREATION
PEDESTRIAN TRAILS
PARK/PLAYGROUND
PUBLIC CORRIDOR
PUBLIC PARK, STATE PARK, MUNICIPAL PARK
PUBLIC PLAZA
PUBLIC STREETS
RESERVATION

The following uses shall be Prohibited Uses in the Commercial, Entertainment, Residential, and Park and Open Space Regions:

- Tattoo parlors
- Sexually oriented businesses
- Community Home
- Municipal – water treatment plant
- Municipal – wastewater treatment plant
- Electrical generating plant

E. Architectural Requirements

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The architectural standards section governs the Commercial, Residential, Entertainment and Park and Open Space regions for architectural elements and appurtenances related to the facade materials, roofs, service areas and other building standards.

F. Site Requirements

The site development standards section establishes the standards for public realm improvements, street types, widths, amenities and public spaces.

II. SITE DEVELOPMENT STANDARDS

The Site Development Standards section establishes the standards for public realm improvements, street types, widths, amenities and public spaces.

A. PUBLIC SPACES (*parks, trails, sidewalk, etc.*)

There are three (3) different types of public spaces in the Heritage Ranch PD -they include park and open space, pedestrian trails, and pedestrian sidewalks.

A. Park and Open Space

PARK and OPEN SPACE will be primarily green environment located along enhanced streets, lakes, and/or pedestrian corridors and will serve as a public destination. PARK and OPEN SPACE may include features such as pedestrian shade structures, tables, pedestrian benches, and walking paths. There is the possibility that some or all of the PARK and OPEN SPACE around the future lakes could be co-developed with the City of Sherman Parks Department for the use of citizens and flood retention (similar to Pecan Grove West and East Parks).

B. Pedestrian Trails

PEDESTRIAN TRAILS are to connect uses together and allow pedestrians a safe and healthy manner to traverse the development. Trails within the Heritage Ranch PD may run on existing utility easements and/or ROW's (overhead or underground).

C. Pedestrian Sidewalk

Within the Heritage Ranch PD pedestrian sidewalks will range from five feet to eight feet wide, as described in the Public Streets Section of this Document. The design intent provides enhanced pedestrian crossings at STREET INTERSECTIONS by minimizing curb to curb dimensions.

B. PUBLIC STREETS

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This Section describes proposed roadway design standards associated for the Heritage Ranch PD with each of the functional classifications as related to the City of Sherman Thoroughfare Plan. Roadway design standards are in the City of Sherman's Subdivision Ordinance and include roadway design criteria and cross section elements for Major Thoroughfares (arterial) and Collector and Local streets. While street classification reflects the functions that roadways serve as part of the street network, roadway design standards are related to traffic volume, design capacity, and level of service.

Minimum Driveway and Intersection Spacing and Separation:

- A. Driveway and intersection spacing** (distance between driveways, measured edge-to-edge):
1. Highway/Frontage Road—One (1) driveway per three hundred (300) linear feet of LOT FRONTAGE or TxDOT regulations if applicable.
 2. Minor Arterial street—One (1) driveway per one hundred fifty (150) linear feet of LOT FRONTAGE.
 3. Collector street—One (1) driveway per one hundred fifty (150) linear feet of LOT FRONTAGE.
 4. Minimum distance from driveway to street corner—Fifty (50) feet, as measured from the street corner radius point of tangency.

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B. Minor Arterial

Arterial streets form an interconnecting network for broad movement of traffic in the Heritage Ranch PD development. Arterials typically accommodate between 30 and 40 percent of an area's travel volume. Since traffic movement, not land access, is the primary function of arterial, access management is essential to avoid traffic congestion and delays caused by turning movements for vehicles entering and exiting driveways.

Minor Arterials focus on moving intra-regional traffic. These types of thoroughfares carry high volumes of traffic and also have relatively higher speeds as well. The number of lanes for a Minor Arterial are four (4) based on either the current or the future demands and the potential development. The cross section for this street type is shown below:

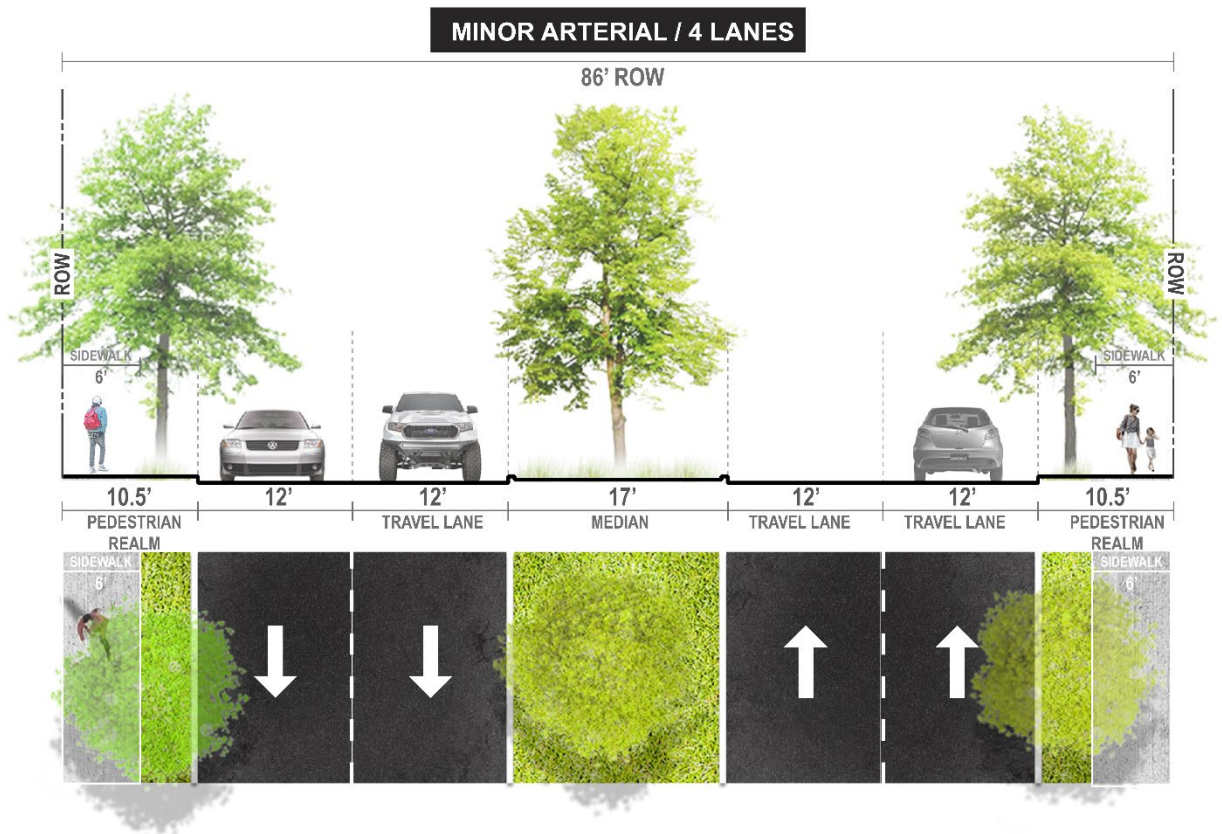


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C. Collector

Street layout plans: residential and commercial areas must include collector streets to provide efficient traffic ingress/egress and circulation. Since collectors generally carry higher traffic volumes than non-collector streets, they may require a modified roadway cross section at intersections with arterial streets to provide adequate capacity for both through traffic and turning movements. This cross section allows for painted center turn lanes, which provides opportunities to improve traffic flow in areas that have primary driveway locations and/or higher levels of turning traffic. This added left turn lane would serve as a transition and/or modification to the standard collector.

The collector serves uses related to commercial traffic and needs of surrounding residential neighborhoods. The cross section for this street type is shown below:

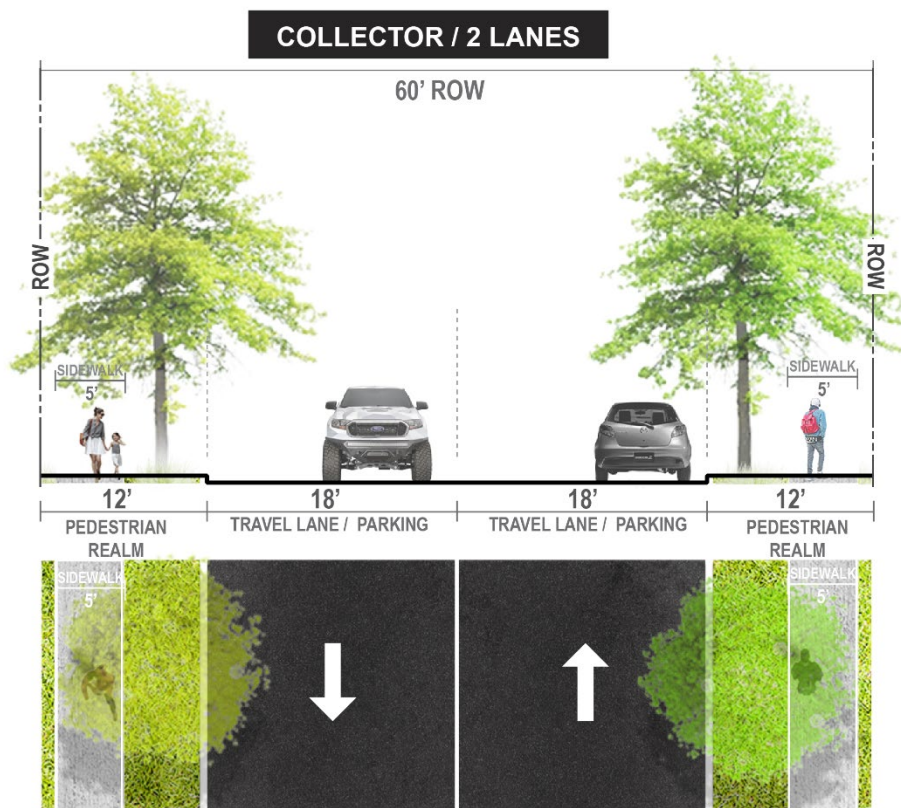
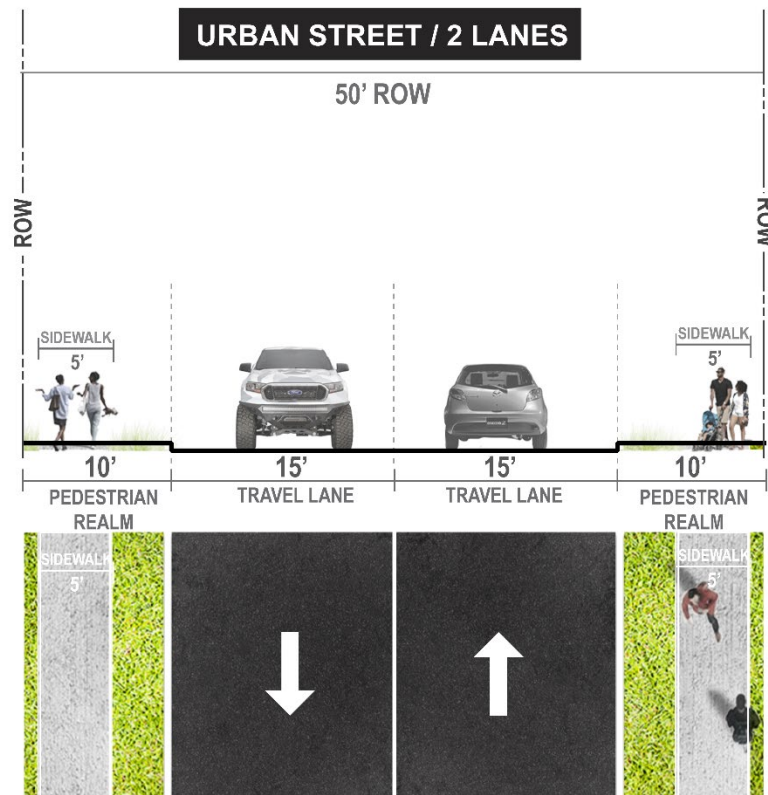


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D. Urban Street

The current Sherman standard for an urban street is a right-of-way width of 50 feet and a pavement width of 30 feet. However, these standards do not account for situations where less lane width may be acceptable due to lower DENSITY and fewer trips generated.



III. BUILDING TYPOLOGY DESIGN STANDARDS

The Building Typology Design Standards section establishes basic parameters for permitted and prohibited uses, building placement, lot widths, height, stories, and overall densities. Building Typologies for uses permitted with conditions that are not specified in the following sections shall be proposed to the CITY in a manner that satisfies the intent of this Planned Development.

For each standard set identified below, the following BUILDING HEIGHT, BUILDING LINE, LOT AREA and special regulations shall apply, provided that minor deviations therefrom which do not exceed 10% greater or lessor may be approved by the DIRECTOR if the minor deviation(s)

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is justified in order to meet the intent of this PD or there is an undue hardship which prevents full compliance with these Standards. BUILDING HEIGHTS will be measured from the ground immediately adjacent to the foundation to the eave line of the building. In the event that a Permitted Use in any standard sets does not have a corresponding height or area regulation specified herein, the height and area regulations for such use shall be those for uses most similar to such permitted use.

A. RESIDENTIAL STANDARDS

At least two of the following residential housing types shall be required in the Residential Region of this PD.

A. Multifamily/Apartments

- All multi-family apartment buildings within the residential district will be a minimum of two (2) STORIES and a maximum of five (5) STORIES.
- Maximum DENSITY 28 units per acre
- Maximum lot coverage: Sixty (60) percent total, including BUILDINGS and ACCESSORY STRUCTURE.
- Minimum requirements for LOT AREA, LOT WIDTH, and setback from LOT LINES:
 1. LOT AREA: ten thousand (10,000) square feet.
 2. FRONT YARD setback: fifteen (15) feet.
 3. Minimum SIDE YARD setback: ten (10) percent of the LOT WIDTH not to be less than five (5) feet, but need not exceed fifteen (15) feet; twenty (20) feet from a street right-of-way line for a CORNER LOT; unless adjacent to a single family, duplex, patio home or single family use, then side and rear setbacks shall be according to the height of the multifamily building, but not exceed fifty (50) feet.
 4. Minimum REAR YARD: ten (10) feet.
- Building separation: fifteen (15) feet
- Minimum Floor Area:
 1. Efficiency unit: four hundred fifty (450) square feet per unit.
 2. One-bedroom unit: six hundred (600) square feet per unit.
 3. Two or more-bedroom unit: eight hundred twenty-five (825) square feet for the first two bedrooms, plus an additional one hundred twenty-five (125) square feet for every bedroom over two. for example, a three-bedroom unit must have a minimum of nine hundred fifty (950) square feet.
- Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling or nonresidential purposes.
- *A maximum of 1,200 multi-family units are allowed in the Commercial and Entertainment District's combined.*

B. Townhouses

- TOWNHOUSES within the residential district shall have a maximum of three (3) floors.
- TOWNHOUSES are encouraged to be in a variety and range of sizes to encourage a diversity of housing opportunities.

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- TOWNHOUSES shall be grouped in a maximum of eight (8) attached TOWNHOUSES.
- TOWNHOUSES may be served by rear ALLEYS or front-facing garages.
- TOWNHOUSES can be a “for sale” or “for rent” product type
- Maximum lot coverage: Sixty-five (65) percent total, including BUILDINGS and ACCESSORY STRUCTURE.
- Minimum requirements for LOT AREA, LOT WIDTH, and setback from LOT LINES
 1. LOT AREA: one thousand seven hundred (1,700) square feet
 2. LOT WIDTH: twenty (20) feet
 3. FRONT YARD: ten (10) feet
 4. SIDE YARD: zero (0) feet for any side abutting another unit; five (5) feet for any side not abutting another unit
 5. REAR YARD: ten (10) feet
- Building Separation: fifteen (15) feet
- Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling or nonresidential purposes.
- Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, farm equipment, etc., which cannot be stored in any required setback and which shall be screened from view of PUBLIC STREETS and neighboring properties).

C. Patio Homes

- Patio homes are encouraged to be in a variety and range of sizes to encourage a diversity of housing opportunities.
- Patio homes may be served by rear ALLEYS or front-facing garages.
- Patio homes within the residential district shall be a maximum of two (2) floors – with occupied attic space/dormers allowed.
- Patio homes can be a “for sale” or “for rent” product type
- Maximum lot coverage: sixty-five (65) percent total, including BUILDINGS and ACCESSORY STRUCTURE.
- Minimum requirements for LOT AREA, LOT WIDTH, and setback from LOT LINES:
 1. LOT AREA: three thousand (3,000) square feet
 2. LOT WIDTH: thirty (30) feet
 3. FRONT YARD: fifteen (15) feet
 4. REAR YARD: ten (10) feet
 5. SIDE YARD:
 - Option One: five (5) feet each side ten (10) feet on CORNER LOTS adjacent to a street right of way line.
 - Option Two: one (1) foot on one side yard and nine (9) feet on the other side yard. Applies to INTERIOR LOTS only. A five (5) foot maintenance EASEMENT is required on the LOT that adjoins the one (1) foot side of the adjacent LOT for maintenance.
- Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, farm equipment, etc., which cannot be stored in any required setback and which shall be screened from view of PUBLIC

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STREETS and neighboring properties).

- Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
- The elimination of a garage space by enclosing the garage with a stationary building wall shall be prohibited.

D. Single Family Homes

- Single family homes are encouraged to be in a variety and range of sizes to encourage a diversity of housing opportunities.
- Single family homes may be served by rear ALLEYS or front-facing garages.
- Single family homes within the residential district shall be a maximum of two (2) floors – with occupied attic space/dormers allowed.
- Single family homes can be a “for sale” or “for rent” product type
- Maximum lot coverage: Fifty (50) percent total, including BUILDINGS and ACCESSORY STRUCTURE.
- Minimum requirements for LOT AREA, LOT WIDTH, and setback from LOT LINES:
 1. LOT AREA: three thousand two hundred (3,200) square feet
 2. LOT WIDTH: forty (40) feet
 3. FRONT YARD: ten (10) feet
 4. REAR YARD: ten (10) feet
 5. SIDE YARD: five (5) feet each side; ten (10) feet on CORNER LOTS adjacent to a street right of way line
- Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, farm equipment, etc., which cannot be stored in any required setback and which shall be screened from view of PUBLIC STREETS and neighboring properties).
- Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
- The elimination of a garage space by enclosing the garage with a stationary building wall shall be prohibited

E. Non-residential Uses

DETAILED SITE PLAN approval shall be required by Planning and Zoning Commission and City Council to establish BUILDING HEIGHT, BUILDING LINE, LOT AREA and special regulations for any non-residential use listed as a Permitted Use in the Residential Region.

B. COMMERCIAL STANDARDS

A. Retail

- RETAIL will consist of various building typologies - such as large box retail, in-line retail, single use retail, and RESTAURANTS. Each typology will have potentially a different BUILDING HEIGHT and design guidelines.

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- There will no minimum LOT AREA limitations. Minimum BUILDING LINES will be established on a recorded plat; provided that if no BUILDING LINES are established on an approved site plan, the minimum FRONT YARD setback for the MAIN BUILDING may vary between ten (10) and twenty-five (25) feet; no minimum SIDE YARD setback is required as long as adjacent buildings conform to the CITY'S Building Code; and there will be no minimum REAR YARD setback.
- Floor to area ratio (F.A.R.): The gross square footage of all structures, including primary and all ACCESSORY STRUCTURES, shall not exceed an amount equal to the square footage of the LOT or TRACT in which they are located (1:1).

B. Office

- OFFICE use will consist of various building typologies – such as larger corporate office buildings, small multi-tenant office buildings, and flex office buildings intended for assemblage and manufacturing uses. Each typology will have potentially a different BUILDING HEIGHT and design guidelines.
- Maximum height: five (5) STORIES.
- Minimum LOT AREA: none.
- Minimum side and rear yards:
 1. When nonresidential uses are platted adjacent to other nonresidential uses and integrated into an overall development with lots or lease spaces abutting one another, no side yard is required provided that the CITY'S Building Code requirements have been met.
- Floor to area ratio (F.A.R.): The gross square footage of all structures, including primary and all ACCESSORY STRUCTURES, shall not exceed an amount equal to the square footage of the LOT or TRACT in which they are located (1:1).
- There will no minimum LOT AREA limitations. Minimum BUILDING LINES will be established on a recorded plat; provided that if no BUILDING LINES are established on an approved site plan, the minimum FRONT YARD setback for the MAIN BUILDING may vary between ten (10) and twenty-five (25) feet; no minimum SIDE YARD setback is required as long as adjacent buildings conform to the CITY'S Building Code; and there will be no minimum REAR YARD setback.

C. Hotel (Full and Limited Service)

- The standards and criteria contained within this section are deemed to be minimum standards and shall apply to all new HOTEL buildings in the Heritage Ranch development.
- HOTEL shall be defined as a building with habitable rooms or suites which are reserved for guests who rent the rooms or suites on a daily basis, and with controlled access to the rooms via a lobby or interior hallway.
- The establishment shall furnish customary hotel services such as linen, maid service, telephone, use and upkeep of furniture.
- Building articulation shall be included on all facades.
 1. A porte-cochere or other covered area shall be provided immediately adjacent to the building entrance nearest the registration desk.

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2. Exterior balconies shall not be allowed within two hundred (200) feet of any residentially zoned property.
3. All full service HOTELS may provide:
 - Swimming pool.
 - Other recreational facilities such as, but not limited to, exercise rooms equipped with exercise equipment, tennis or racquetball courts, spas, or game areas.
 - Full-service HOTELS shall provide a full-service RESTAURANT.
 - Meeting or conference facilities
- Maximum height: six (6) STORIES
- There will no minimum LOT AREA limitations. Minimum BUILDING LINES will be established on a recorded plat; provided that if no BUILDING LINES are established on an approved site plan, the minimum FRONT YARD setback for the main building may vary between ten (10) and twenty-five (25) feet; no minimum SIDE YARD setback is required as long as adjacent buildings conform to the CITY'S Building Code; and there will be no minimum REAR YARD setback.

C. ARENA / ENTERTAINMENT

- The arena/entertainment district is designed to encourage the concentration of recreational, entertainment and cultural uses to complement the development's HOTEL/convention center.
- Paved sidewalks, driveways and parking areas are required.
- Temporary overflow parking for events may be paved but can be grass, gravel, or other methods.
- Off-site parking shall be allowed adjacent to the arena site.
- Overnight trailer parking and RV hookups shall be screened from view of public roadways.
- Recreational vehicles, travel trailers or motor homes may be used on a temporary basis during events.
- All rooftop equipment shall be screened from view.
- Screening of loading and storage facilities is required.
- All horse stables and other animal holding areas should be fenced or screened from PUBLIC VIEW.
- There will no minimum LOT AREA limitations. Minimum BUILDING LINES will be established on a recorded plat; provided that if no BUILDING LINES are established on an approved site plan, the minimum FRONT YARD setback for the main building may vary between ten (10) and twenty-five (25) feet; no minimum SIDE YARD setback is required as long as adjacent buildings conform to the CITY'S Building Code; and there will be no minimum REAR YARD setback.

D. HEIGHT LIMIT EXCEPTIONS

- Unless noted in this PD, no specific BUILDING HEIGHT limits in the commercial or arena/entertainment standards.
- For all design categories, architectural embellishments not intended for human occupancy that are integral to the architectural style of the buildings, including but not

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limited to spires, belfries, towers, cupolas, domes, and roof forms shall not count towards BUILDING HEIGHT limitations.

- For commercial areas, mechanical equipment, including mechanical/elevator equipment enclosures, ventilation equipment, chimneys, exhaust stacks and flues, fire sprinkler tanks, and other similar constructions may extend above the actual BUILDING HEIGHT.

IV. ARCHITECTURAL STANDARDS

The Architectural Standards section will govern residential and commercial architectural elements and treatments related to the facade materials, roofs, service areas and other elements and standards.

The DIRECTOR may approve alternative exterior building materials if he/she determines that such materials are equivalent or better than those required herein and the same enhance the architectural design and creativity of the building or structure and do not adversely impact surrounding developed properties.

A. RESIDENTIAL - MULTIFAMILY / APARTMENTS

A. Façade Materials

1. Permitted primary building materials (which must cover not less than 75% of the area of the facade) should be:
 - Masonry/stone
 - Stucco/plaster
 - Cementitious siding [Hardie-plank™ or equivalent]
 - Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

B. Accent Elements

1. Multi-family/apartment accent building materials (which may cover no greater than 25% of the area of the facade) may be:
 - Pre-cast masonry (for trim and cornice elements only)
 - Gypsum reinforced fiber concrete (for trim elements only)
 - Metal (for beams, lintels, trim elements and ornamentation only)
 - Honed, colored or split-faced Concrete Masonry Unit (CMU) block (only for piers, foundation walls and chimneys)

C. Building Awnings and Canopies

1. Awnings and canopies when used should be architectural and constructed with fully OPAQUE materials that complement the building's character.
2. Awnings and canopies shall not be internally illuminated.

D. Building Roofs

1. Permitted roof materials:
 - Architectural asphalt shingles

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- Tile, clay or concrete (faux clay)
- Slate (equivalent synthetic or better)
- Metal (standing seam, equivalent or better)
- Roofing material may be monolithic Thermoplastic Polyolefin (TPO) membrane or equivalent material.

E. Service Areas & Utilities

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the main structure, or a combination.
6. Perimeter fencing or screening shall not be required.
7. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
8. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

B. RESIDENTIAL – TOWNHOMES

A. Façade Materials

Facade treatments are those portions of a building's street elevation extending from the ground to the roof.

1. Permitted primary building materials (which must cover not less than 80% of the area of the facade) shall be:
 - Masonry/stone
 - Stucco/plaster
 - Cementitious siding [Hardie-plank™ or equivalent]
 - Wood siding
 - Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

B. Accent Elements

1. TOWNHOME accent building materials (which may cover no more than 20% of the area of the facade) may be:
 - Pre-cast masonry (limited trim and cornice elements only)
 - Gypsum reinforced fiber concrete (limited to trim elements only)
 - Metal (limited to roofing, beams, lintels, trim elements and ornamentation)
 - Honed, colored, or split-faced CMU block (but used only for piers, foundation walls and chimneys)

Exhibit B - Development Standards

C. Building Roofs

1. Permitted roof materials:
 - 30-year dimensional shingles
 - Tile, clay or concrete (faux clay)
 - Slate (equivalent synthetic or better)
 - Metal (may be limited to porches or accent roofs)
2. Roofing materials shall have a minimum 30-year rated warranty.
3. Authorized roof configurations:
 - Pitched roofs
 - Hip and gable roofs shall be symmetrically pitched 5:12 or greater.
4. Roofs, dormers and chimneys:
 - Dormers and chimney enclosures above the roof shall be finished with permitted primary building materials
 - Fireplace flues shall be enclosed and finished to be complimentary of the building's exterior.

D. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

C. RESIDENTIAL - PATIO HOMES

A. Façade Materials

Facade treatments are those portions of a building's street elevation extending from the ground to the roof.

1. Permitted primary building materials (which must cover not less than 80% of the area of the facade) shall be:
 - Masonry/stone
 - Stucco/plaster
 - Cementitious siding [Hardie-plank™ or equivalent]
 - Wood siding
 - Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

B. Accent Elements

1. Accent building materials (which may cover no more than 20% of the area of the facade) may be:
 - Pre-cast masonry (limited trim and cornice elements only)
 - Gypsum reinforced fiber concrete (limited to trim elements only)
 - Metal (limited to roofing, beams, lintels, trim elements and ornamentation)
 - Honed, colored, or split-faced CMU block (but used only for piers, foundation walls and chimneys)

C. Building Roofs

Exhibit B - Development Standards

1. Permitted roof materials:
 - 30-year dimensional shingles
 - Tile, clay or concrete (faux clay)
 - Slate (equivalent synthetic or better)
 - Metal (may be limited to porches or accent roofs)
2. Roofing materials shall have a minimum 30-year rated warranty.
3. Authorized roof configurations:
 - Pitched roofs
 - Hip and gable roofs shall be symmetrically pitched 5:12 or greater.
4. Roofs, dormers and chimneys:
 - Dormers and chimney enclosures above the roof shall be finished with permitted primary building materials.
 - Fireplace flues shall be enclosed and finished to be complimentary of the building's exterior.

D. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

D. RESIDENTIAL - SINGLE FAMILY HOMES

A. Façade Materials

Facade treatments are those portions of a building's street elevation extending from the ground to the roof.

1. Permitted primary building materials (which must cover not less than 80% of the area of the facade) shall be:
 - Masonry/stone
 - Stucco/plaster
 - Cementitious siding [Hardie-plank™ or equivalent]
 - Wood siding
 - Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

B. Accent Elements

1. Accent building materials (which may cover no more than 20% of the area of the facade) may be:
 - Pre-cast masonry (limited trim and cornice elements only)
 - Gypsum reinforced fiber concrete (limited to trim elements only)
 - Metal (limited to roofing, beams, lintels, trim elements and ornamentation only)
 - Honed, colored, or split-faced CMU block (but used only for piers, foundation walls and chimneys)

C. Building Roofs

1. Permitted Roof Materials:

Exhibit B - Development Standards

- 30-year dimensional shingles
 - Tile, clay or concrete (faux clay)
 - Slate (equivalent synthetic or better)
 - Metal (may be limited to porches or accent roofs)
 - Roofing materials shall have a minimum 30-year rated warranty.
2. Authorized roof configurations:
 - Pitched roofs
 - Hip and gable roofs shall be symmetrically pitched 5:12 or greater.
 3. Roofs, dormers and chimneys
 - Dormers and chimney enclosures above the roof shall be finished with permitted primary building materials.
 - Fireplace flues shall be enclosed and finished to be complimentary of the building's exterior.

D. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

E. COMMERCIAL – OFFICE

Prior to site and building permit requests, architectural building elevations shall be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

A. Materials and Colors

1. Large expanses of smooth material (e.g. concrete) should be broken up.
2. Large expanses of highly reflective surface and mirror glass exterior walls should be avoided.
3. Materials and colors for wall and monument signs should be compatible with the MAIN BUILDING'S colors and materials.
4. All exterior materials, textures and colors shall be appropriate for the architectural style or theme of the building.
5. Compatible colors on a single facade, or composition, should seek to add interest and variety while reducing building scale.

B. Building Lighting

1. The design of the building's exterior light fixtures shall be architecturally compatible to the character of the development.

C. Roof Forms

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

D. Service Areas & Utilities

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.

Exhibit B - Development Standards

2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.
6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

E. Canopies & Awnings

1. Canopies, awnings, arcades, and overhangs are encouraged over windows and entries along public sidewalks on the ground floor.
2. Canopies, awnings, and arcades should be designed with respect for the character and proportion of the building in terms of size, shape, and placement.
3. Use of a continuous awning for the windows on the upper floors is discouraged.
4. Brightly colored awnings are discouraged. Awnings should be compatible with the color and architectural style of the building.
5. Materials should be of the highest quality. Plastic or vinyl canopies should not be used.

F. Signage & Graphics

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.
2. Attached signage should consist of individual letters.

G. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

F. COMMERCIAL - FLEX OFFICE

Prior to site and building permit requests, architectural building elevations must be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

A. Façades Materials

1. Long, blank facades should be avoided to the extent possible.
2. Facades of large buildings visible from a PUBLIC STREET should include architectural features such as reveals, windows and openings.
3. Primary building entries should be readily identifiable.
4. Steel/Metal siding
5. Steel structural supports

Exhibit B - Development Standards

B. Accent Elements

1. Accent building materials (near 5% of the area of the facade) may be:
 - Limestone
 - Other masonry
 - Hone, colored or split-faced CMU block

C. Materials and Colors

1. Large expanses of smooth material (e.g. concrete) should be broken.
2. Large expanses of highly reflective surface and mirror glass exterior walls should be avoided.
3. Compatible colors on a single facade, or composition, should add interest and variety while reducing building scale.

D. Roof Forms

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

E. Building Lighting

1. The design of the building's exterior light fixtures and their structural supports shall be architecturally compatible to the character of the development.

F. Service Areas & Utilities

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.
6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

G. Building Signage

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.
2. Attached signage should consist of individual letters.

H. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

Exhibit B - Development Standards

G. COMMERCIAL - HOTEL (FULL AND LIMITED SERVICE)

Prior to site and building permit requests, architectural building elevations must be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

A. Building Materials

All construction must have an exterior facade of a minimum of eighty (80) percent glass, brick, masonry, stone, stucco, EIFS, or other cementitious type of materials on each facade. The remaining twenty (20) percent may be of any other building code acceptable material of a contrasting color, texture, or design.

1. Large expanses of smooth material (e.g. concrete) should be broken up.
2. Large expanses of highly reflective surface and mirror glass exterior walls should be avoided.
3. All exterior materials, textures and colors should be appropriate for the architectural style or theme of the building.
4. Compatible colors on a single facade, or composition, should add interest and variety while reducing building scale.
5. Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

B. RV Parking

1. Any parking designated for trucks, recreational vehicles and other large vehicles shall be placed in a defined location.

C. Roof Forms

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

D. Building Lighting

1. The design of the building's exterior light fixtures and their structural supports shall be architecturally compatible to the character of the development.

E. Service Areas & Utilities

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.

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6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

F. Canopies & Awnings

1. Canopies, awnings, arcades, and overhangs are encouraged over windows and entries along public sidewalks on the ground floor.
2. Canopies, awnings, and arcades should be designed with respect for the character and proportion of the building in terms of size, shape, and placement.
3. Use of a continuous awning for the windows on the upper floors is discouraged.
4. Brightly colored awning is discouraged. Awnings should be compatible with the color and architectural style of the building.
5. Materials should be of the highest quality. Plastic or vinyl canopies should not be used.

G. Building Signage

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.
2. Attached signage should consist of individual letters.

H. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

H. COMMERCIAL

Prior to site and building permit requests, architectural building elevations must be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

A. Facade Materials

Permitted primary building materials (which must cover not less than 75% of the area of the facade) shall be:

1. Masonry/stone
2. Stucco/plaster
3. Cementitious siding (Hardie-plank™ or equivalent)
4. Other primary building materials shall be required to obtain a special exception as a part of DETAILED SITE PLAN approval.
5. Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

B. Accent Elements

1. Accent building materials (which may cover no more than 25% of the area of the facade) may be:

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- Pre-cast masonry
- Gypsum reinforced fiber concrete
- Limestone
- Other masonry
- Metal
- Honed, colored or split-faced CMU block

C. Roof Forms

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

D. Building Lighting

1. The design of the building's exterior light fixtures and their structural supports shall be architecturally compatible to the character of the development.

E. Building Awnings and Canopies

1. Materials, illumination and location:
 - Awnings and canopies shall be architectural and constructed with fully OPAQUE materials that complement the building.
 - Awnings and canopies shall not be internally illuminated.

F. Service Areas & Utilities

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.
6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

G. Building Signage

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.
2. Attached signage should consist of individual letters.

H. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

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I. COMMERCIAL - ARENA / ENTERTAINMENT

Prior to site and building permit requests, architectural building elevations must be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

A. Facade Materials

Permitted primary building materials which will follow the design style of a North Texas ranch /livestock arena (which must cover not less than 95% of the area of facade) shall be:

1. Steel/Metal siding
2. Steel structural supports

B. Accent Elements

1. Accent building materials (near 5% of the area of the facade) may be:
 - Limestone
 - Other masonry
 - Hone, colored or split-faced CMU block

C. Roof Forms

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

D. Building Lighting

1. The design of the building's exterior light fixtures and their structural supports shall be architecturally compatible to the character of the development.

E. Service Areas & Utilities

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.
6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

F. Building Signage

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.

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2. Attached signage should consist of individual letters.
3. Signage will be large to be in scale with this building.

G. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

V. SITE ELEMENTS - *Lighting, parking, and signage standards*

The Site Elements section establishes the standards for public/private exterior space lighting, provision of adequate parking, and compatible signage.

A. LIGHTING

Illumination is key to the safety and enjoyment of exterior environments by citizens, patrons, and guests of Heritage Ranch.

A. Pedestrian Trail

Sidewalk lighting with standard poles, pedestrian height poles, bollards and/or wall mounted fixtures are allowed on PEDESTRIAN TRAILS.

B. Commercial Streets

Streets in the Commercial and Entertainment Regions are typically designed to create a pedestrian oriented shopping or commercial district that includes special themed lighting. Decorative or themed lighting to create a special pedestrian street environment in the Commercial and Entertainment Regions will be allowed. These themed lights should be mounted on pedestrian-scaled poles. Use of LANDSCAPING, signage, and seating may be used in conjunction with the themed lighting to create a pedestrian street environment.

C. Parking Lot

Standard poles and fixtures shall be of a single color, compatible with the architecture of the building.

D. Street Lighting

1. General

- All new developments should provide pedestrian scaled streetlights where feasible.
- All new ALLEYS should have lights mounted on outbuildings or garages. These lights should be connected to a separate circuit other than the MAIN BUILDING.
- Outdoor lighting should create and encourage a pedestrian friendly environment, which is especially beneficial to residential neighborhoods and neighborhood business districts. Pedestrian-scale lights should improve

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sidewalk illumination for pedestrian traffic and enhance community safety and business exposure.

- Street lighting should be designed to be appropriate to its neighborhood identity. Such things as height of lamp post, lamp head and lighting source and spacing can all be calibrated accordingly.
- Where existing light poles provide street lighting, new light fixtures may be mounted on existing poles to maximize resources and minimize installation time. A more expensive option is to install the new light fixtures on top of free- standing poles that receive power via underground conduit.

2. Size

- The height of lamp posts should be designed to be proportional to the width of the street. The general regulated height of streetlamps should be 12 to 15 feet for pedestrian- oriented neighborhoods. Typically, the 12-foot lampposts should be used for streets in residential neighborhoods and the 15-foot lampposts should be used on all other street types. This is not required for parking areas.
- For those STREET INTERSECTIONS that require more light, the 20-foot lamppost can be instituted for safety, but should be used only if necessary.

3. Location

- The minimum clearance from a streetlight pole to the face of curb should be 2 feet.
- The minimum clearance from a streetlight pole to the edge of a sidewalk should be 1 foot.
- The minimum clearance from a streetlight pole to the centerline of a tree should be 20 feet.
- A consistent on-center distance for lampposts should be established appropriate to the location. Typically, this dimension is 90 feet on center.
- On residential side streets, light posts should be placed within the parkway (tree planting strip) where one exists or within 2 feet from the curb when such a location does not reduce the sidewalk dimension to less than 5 feet.
- In existing residential neighborhoods, when street lighting will be added and neither of the above conditions can be met, lamp posts should be placed within one foot of the sidewalk in the front yard (front setback), provided a utility EASEMENT is already in place in that location.
- Lighting poles may be alternating sequence from one side of the street to the other, to ensure continuous light pockets.

4. Character

- All lamp posts should have a base, a middle and a top.
- Where applicable, the style of the street fixtures should be consistent.
- High-pressure sodium lights are prohibited. LED lights are encouraged.
- Cobra-heads shall not be used on streets in residential neighborhoods or pedestrian-oriented commercial streets. Cobra-heads should only be used on high-volume traffic streets.

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- Shoebox style lighting should not be used, except in large parking areas, or on the rear of buildings.
- Column streetlights should be used on streets in residential neighborhoods .
- Multi-head column streetlights may be used on all other street types.

B. PARKING

Surface parking required for uses within the Residential, Commercial, and Entertainment Regions.

Parking lots with two hundred (200) spaces or more shall be divided into separate areas divided by LANDSCAPED areas or sidewalks measuring a minimum of ten (10) feet in width or by a building or group of buildings.

1. Pedestrian sidewalks shall be directly linked to entrances and the internal circulation of the building.
2. Connections shall be made when feasible to any streets adjacent to the property and to any pedestrian facilities that connect to the property unless pedestrian and/or traffic hazards prohibit such connections.
3. Adjacent nonresidential sites shall provide cross vehicular access between nonresidential lots.

Minimum Parking Requirements

Minimum parking requirements for each land use is noted below.

A. Residential

The minimum number of car parking spaces shall be provided in accordance with the following ratios:

1. Single-family dwelling units: two (2) spaces per unit on a paved driveway all concrete or similar paved surface such as turf pavers, brick pavers, or asphalt.
2. Two-family dwelling units: four (4) spaces per dwelling (two spaces per unit).
3. Efficiency units (zero bedrooms): one (1) space per unit.
4. One-bedroom units (apartments): one and one half (1.5) spaces per unit. Tuck-under and/or tandem parking shall count towards the minimum parking requirements.
5. Two-bedroom units (apartments): two (2) spaces per unit. Tuck-under and/or tandem parking shall count towards the minimum parking requirements.
6. Three-bedroom units (apartments): two and one half (2.5) spaces per unit. Tuck-under and/or tandem parking shall count towards the minimum parking requirements.

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7. Four-bedroom units (apartments): three (3) spaces per unit. Tuck-under and/or tandem parking shall count towards the minimum parking requirements.

B. Retail

One (1) space per 250 SF of gross floor area.

C. General Commercial

One (1) space per 250 SF of gross floor area.

D. Arena

One (1) space per four (4) seats

E. Restaurant

One (1) space per 150 SF of gross floor area.

F. Office

One (1) space per 300 SF of gross floor area.

G. Hotel (Limited and Full Service)

Parking shall be provided in accordance with the following standards:

1. One (1) space per guest room,
2. Plus one (1) space per each five (5) RESTAURANT or lounge area seats,
3. Plus one (1) space for each one hundred twenty-five (125) square feet of meeting/conference room area.

H. On-Street Parking

The Heritage Ranch PD will allow on-street parking per CODE on the street types as defined within this document . The street types that will include this parking are the Urban Street and Collector.

I. Requirements

1. On-street parking within 200 feet of a LOT shall be counted toward the total required parking for that LOT.
2. Upon submittal of an acceptable comprehensive parking plan for a region, or for substantial portions of a region, the DIRECTOR may recommend alternative parking requirements contained in the submitted plan to the Planning and Zoning Commission for adoption and approval

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provided that such alternatives are consistent with this PD and the overall Development

3. A parking plan is required at the time of DETAILED SITE PLAN submittal.

C. WAYFINDING AND SIGNAGE

Unless specifically provided for below or addressed in other sections of this PD, the Development shall conform to the Sign Requirements set forth in the CODE. Required signage within the public right of way shall meet the minimum requirements of the Texas Manual on Uniform Traffic Control Devices.

- A. A sign plan for a region is required at the time of DETAILED SITE PLAN submittal.
- B. A wayfinding system providing directional and informational signs that are attractive, clear and consistent in theme, location, and design shall be allowed throughout the Development.
- C. Signs for a retail, office or similarly permitted use may be hung from the front of the building and may extend perpendicularly up to 30 inches into the pedestrian sidewalk provided that the bottom of such sign shall be at least 8 feet above the pedestrian sidewalk.
- D. Wayfinding and Signage within the Development shall conform generally to the design pallet, theme, and architectural elements of the Development.
- E. Upon submittal of an acceptable sign plan for a region, or for a substantial portion of a region, the DIRECTOR may recommend alternative wayfinding and signage requirements contained in the submitted plan to the Planning and Zoning Commission for adoption and approval, provided that such alternatives are recommend by the developer and consistent with this PD and the overall Development.
- F. Portable or wheeled signs located outside any building shall be prohibited.

VI. LANDSCAPE STANDARDS

LANDSCAPING standards are used to promote a flexible framework of planting and green areas that enhance and safeguard property values while aiding in erosion control, noise abatement, glare and reflection control, buffering between land uses.

A. LANDSCAPE

A. Landscape Definition

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LANDSCAPING shall be defined, for the purposes of these requirements, as plant material including, but not limited to, grass, trees, shrubs, flowers, vines and other ground cover.

B. Site Definition

Site shall be defined, for the purposes of these guidelines, as any plot, TRACT or PARCEL of land or combination of contiguous lots, TRACTS or PARCELS of land.

C. Compliance

LANDSCAPING shall conform to the following:

1. LANDSCAPING shall be required on all developments and shall be completed prior to the issuance of the certificate of occupancy.
2. Due to certain circumstances, conditions, or hardships, the DIRECTOR may authorize a reasonable delay for planting of new landscape materials, in which case, a certificate of occupancy may be issued.
3. If such a delay is authorized by the DIRECTOR, all LANDSCAPING shall be planted not later than the date provided in the authorization from the DIRECTOR.
4. All LANDSCAPING shall be installed so as to avoid hazards.
5. Upon submittal of an acceptable LANDSCAPING and/or screening plan for a region, or for substantial portions of a region, the DIRECTOR may recommend alternative LANDSCAPING and screening requirements contained in the submitted plan to the Planning and Zoning Commission for adoption and approval, provided that such alternatives are recommended by the developer and consistent with this PD and the overall Development.
6. A LANDSCAPING plan is required at the time of DETAILED SITE PLAN approval.
7. Tree and LANDSCAPING:
 - The CITY finds that the planting of trees aids in the stabilization of soil by preventing erosion and sedimentation, generates oxygen, and provides a buffer.
 - This document shall apply to all new residential and commercial construction.
 - Any lot having a building setback of greater than ten (10) feet shall have at least one (1) front yard tree of at least three (3) caliper inches in diameter.

B. SCREENING

- LANDSCAPING shall be a permitted screening mechanism.

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- If LANDSCAPING is used as a screening mechanism, screening height shall be a minimum of three (3) feet at full maturity of landscape unless otherwise noted in this Section.
- All LANDSCAPING shall be installed so as to avoid hazards.
- Shrubs of sufficient height when used alone, or in conjunction with other materials, shall meet the minimum height requirements of this Section.
- Masonry walls shall be a permitted screening mechanism.
- Wood OPAQUE fencing and walls shall be permitted as a screening mechanism and must be maintained in good condition without fallen and/or rotten wood.
- Metal OPAQUE fencing shall be permitted as a screening mechanism as ornamental metal, tubular steel or similar material with a consistent design and finished in black.
- Privacy fences in the Residential Region shall consist of wood, ornamental metal with a consistent design and finished in black, or masonry fence materials.
- Where residential uses are incorporated into commercial uses and in multi-family areas, screening walls or mechanisms shall not be required.
- Fence and wall materials and locations will be approved as part of the DETAILED SITE PLAN approval.
- Fences and walls consisting of materials or placed in locations not addressed in this Section, may be approved as part of the DETAILED SITE PLAN approval.
- Site features noted below hereinafter shall be screened in accordance with above requirements.

A. Rear Yards and Service Side

Rear yard, or servicing side of a nonresidential use immediately adjacent to a PUBLIC STREET shall be screened. If LANDSCAPING is used as a screening mechanism, the average height of the LANDSCAPING shall be a minimum of six (6) feet at full maturity.

B. Loading Docks

Loading docks shall be screened from PUBLIC VIEW where a nonresidential use is immediately adjacent to a PUBLIC STREET. If LANDSCAPING is used as a screening mechanism, the average height of the LANDSCAPING shall be a minimum of six (6) feet at full maturity.

C. Solid Waste

All solid waste areas shall be screened from PUBLIC VIEW. If LANDSCAPING is used as a screening mechanism, the average height of the LANDSCAPING shall be a minimum of six (6) feet at full maturity.

D. Ground-mounted Equipment

When practical, large ground-mounted equipment including, but not limited to, pad-mounted transformers, telephone switch boxes and gas meters, shall be

Exhibit B - Development Standards

reasonably screened or located away from the view of PUBLIC STREET. If LANDSCAPING is used as a screening mechanism, the average height of the LANDSCAPING shall be a minimum of three (3) feet at full maturity

C. PARKING LOTS AND STREETS

- Screening of nonresidential OFF-STREET PARKING lots over twenty-five (25) spaces shall be landscaped.
- All areas that are used for parking shall conform to the minimum LANDSCAPING requirements within the CITY for such use.
- LANDSCAPING shall consist of a combination of such plant materials as follows: ground cover, shrubs, vines, hedges, trees, or other such materials.
- Required street trees will be planted within the streetscape areas identified on the typical street sections found in Section II, B of this PD, with the exception of the typical street section for the Collector the Urban Street. Trees for these street sections may be located outside the Pedestrian Realm and be included in the front yard setback area.
- Required street trees may be clustered if approved by the DIRECTOR in order to facilitate, among other things, creative design, visibility, or safety.
- For the Minor Arterial and Collector street sections set forth in this PD, street trees will be provided at a minimum of one tree for every 100 linear feet.
- Tree wells are permitted and may be covered with grates, living plant materials or some permeable non-living material.
- Street trees to be at least three (3) caliper inches in diameter.

D. FENCES AND WALLS

- Residential Region: no fence, hedge or enclosure wall shall exceed a height of eight (8) feet.
- Commercial and Entertainment Region: fences may be erected to a height of ten (10) feet if used for security purposes.

VII. PARKS, TRAILS AND OPEN SPACE STANDARDS

The Open Space Framework plan is attached as Exhibit “B” and shall serve as the guiding document for the general locations and types of OPEN SPACES and trails that shall be provided in the Heritage Ranch PD. The exact location of each OPEN SPACE and trail shall be determined at the time of DETAILED SITE PLAN.

A. PARK

Final designs consistent with these typical park designs shall be produced as final alignment and engineering are performed for each DETAILED SITE PLAN submittal.

B. LAKES AND OPEN SPACE

Exhibit B - Development Standards

Final designs consistent with these lake and OPEN SPACE typical designs shall be produced as final alignment and engineering are performed for each DETAILED SITE PLAN submittal.

C. PEDESTRIAN TRAILS

Connected pedestrian access shall be provided throughout much of the development and shall include internal neighborhood trails constructed in phases concurrent with the construction of such neighborhoods that ultimately connect to the master trail system identified during the DETAILED SITE PLAN.

Final designs consistent with these typical PEDESTRIAN TRAIL designs shall be produced as final alignment and engineering are performed for each DETAILED SITE PLAN submittal. Materials for trail construction are permitted to be concrete, decomposed granite, or other durable and applicable material suitable for trails as submitted by developer and approved by the DIRECTOR.

VIII. DEFINITIONS

For purposes of this PD Document, certain words and terms are to be used and interpreted as defined hereinafter unless the context of such use clearly indicates otherwise. Where a word or phrases is printed in CAPITAL LETTERS, it is being used as a defined herein. Words used in the present tense shall also include the future tense; words used in the masculine gender shall also include the feminine gender; words used in the singular number shall also include the plural number; and words in the plural number shall also include the singular number, except where the natural construction of the writing indicates otherwise. Words and phrases not defined within these Definitions, but which are defined in the Code shall have the meaning provided such words and phrases in the Code.

The word "shall" is mandatory and not directory. For any term or use not defined herein, Webster's Dictionary (latest edition) shall be used.

Accessory dwelling. A separate living unit, DETACHED from the primary structure, complete with kitchen, bathroom and sleeping facilities.

Accessory structure. A structure located on the same premise that is customarily incidental, DETACHED and subordinate to the primary structure or use.

Agriculture. The use of any TRACT of land for the production of animal or vegetable life; uses include, but are not limited to, the pasturing, grazing, and watering of livestock and the cropping, cultivation, and harvesting of plants.

Alley. A minor right-of-way that is dedicated to public use and which affords a secondary means of vehicular access to the back or side of properties otherwise abutting a street, and which may be used for public utility purposes.

Exhibit B - Development Standards

Amusement services. A commercial facility that includes, but is not limited to, bowling alleys, movie theatres, music halls, indoor skating rinks, video arcades, pool and billiard halls, shuffleboard courts, baseball hitting ranges, miniature golf, golf driving ranges and shooting arcades.

Arena. A large civic building or group of buildings designed for concerts, community events, sporting events, livestock events, conventions, industrial shows, and like kind events.

Assisted living facility. An establishment that furnishes, in one or more facilities, food and shelter to four or more persons who are unrelated to the proprietor of the establishment and provides personal care services pursuant to the applicable regulations contained in the Texas Health and Safety Code.

Bed and breakfast. A DWELLING arranged or used for lodging for compensation, with or without meals.

Building. Any structure used or intended for supporting or sheltering any use or occupancy.

Building height. The vertical distance measured from the ground immediately adjacent to the foundation to the eave line of the building

Building line. The line established by law, beyond which a building shall not extend, except as specifically provided by law. Such lines to include front, rear, and side yard setbacks.

Building, main. A building in which the principal use of the lot on which it is situated is conducted. In a residential district any dwelling shall be deemed to be a main building on the lot on which it is situated.

Car wash. A place or business equipped for washing cars and other motor vehicles.

Childcare facility. A facility licensed, certified, or registered by the department to provide assessment, care, training, education, custody, treatment, or supervision for a child who is not related by blood, marriage, or adoption to the owner or operator of the facility, for all or part of the 24-hour day, whether or not the facility is operated for profit or charges for the services it offers.

Church/place of worship. An institution that people regularly attend to participate in or hold religious services, meetings, or other activities. This term does not carry a secular connotation and includes the buildings or other locations in which the religious services of any denomination are held.

City. The City of Sherman, Texas.

City council. The governing body of the City.

City manager. The city manager of the City or his/her designee.

Exhibit B - Development Standards

Civic center. A building or group of buildings containing administrative offices for the operations of local government that is:

- (a) owned and operated by the CITY or Grayson County and
- (b) used predominantly for office and meeting space for local government and/or community activities.

Code. The City of Sherman Code of Ordinances.

Community garden. A community garden is a single piece of land gardenized collectively by a group of people. Community gardens utilize either individual or shared plots on private or public land while producing fruit, vegetables, and/or plants grown for their attractive appearance.

Community service. A facility that is designed for the benefit of the public or its institutions including but not limited to community centers, libraries, post offices, agencies, etc.

Continuing care retirement community. A housing development designed to provide a full range of accommodations for older adults (55 years of age or older), including independent living, assisted living and skilled full-time nursing or medical care, that may consist of single family DETACHED and attached, duplex, triplex, quadraplex and/or multi-story structures.

Convalescent and nursing homes. An establishment that furnishes, in one or more facilities, food and shelter to four or more persons who are unrelated to the proprietor of the establishment and provides minor treatment under the direction and supervision of a physician licensed by the Texas State Board of Medical Examiners, or other services that meet some need beyond the basic provision of food, shelter, and laundry pursuant to the applicable regulations contained in the Texas Health and Safety Code.

Detailed Site Plan. Site plan approved by the CITY.

Density. The total number of residential buildings allowed upon a given TRACT of land usually expressed in total number of units per gross acres or net acre.

Detached. Having no physical connection above the top of the floor line of the first floor with any other building or structure.

Director. The Director of Development Services for the CITY or his/her designee or the CITY MANAGER if such position is vacant, no longer exists, or is terminated by the CITY.

Dwelling. Any building or portion thereof, which is designed or used exclusively for residential purposes.

Dwelling, multi-family. A building or portion of a building having suitable accommodations for two or more families, living independently of each other, who may or may not have joint uses of utilities, halls, yards, etc. This term includes PREMISES occupied more or less permanently for residential purposes in which rooms are occupied in apartments, suites or groups, such as duplexes, apartments, dormitories, lodging houses, rooming houses, and all the dwellings similarly occupied.

Exhibit B - Development Standards

Dwelling, one-family. A DETACHED building used exclusively for residential purposes having suitable accommodations for only one family. Also known as single-family.

Easement. A grant of one or more of the property rights by the property owner to and/or for the use by the public, a corporation or another person or entity.

Educational facility. Public and private primary, secondary and post-secondary educational facilities offering instruction in the branches of learning and study required to be taught by the Texas Education Agency; and such federally funded educational programs for preschool children as the Head Start Program.

Entertainment. Includes shows, plays, skits, musical revues, children's theater, dance productions, public dance, musical concerts, opera and the production or provision of sights or sounds or visual or auditory sensations which are designed to or may divert, entertain or otherwise appeal to members of the public who are admitted to a place of entertainment, which is produced by any means, including radio, television, video reproduction, piano, orchestra or band or any other musical instrument, slide or movie projector, spotlights, or interruptible or flashing light devices and decoration.

Exhibition hall. A large civic building or group of buildings designed for conventions, industrial shows, and the like, having large unobstructed exhibit areas and often including conference rooms, HOTEL accommodations, RESTAURANTS, and other facilities.

Family. One or more persons related by blood, marriage, or adoption; or a group not to exceed four persons not all related by blood or marriage, adoption or guardianship, occupying a DWELLING unit.

Family home. A home that provides regular care in the caretaker's own residence for not more than six children under 14 years of age, excluding children who are related to the caretaker, and that provides care after school hours for not more than six additional elementary school children, but the total number of children, including children who are related to the caretaker, does not exceed 12 at any given time. The term does not include a home that provides care exclusively for any number of children who are related to the caretaker pursuant to the applicable regulations contained in the Texas Human Resources Code.

Fraternal organization, lodge, civic club, or union. An organized group having a restricted membership and specific purpose related to the welfare of the members such as Elks, Masons, Knights of Columbus, or a labor union.

Fuel Sales. An establishment engaged in the selling of retail fuel or gasoline and incidental goods and merchandise to the general public for personal or household consumption.

Greenway. A corridor of undeveloped land preserved for recreational use or environmental protection.

Exhibit B - Development Standards

Hospital. An establishment that offers services, facilities, and beds for use for more than 24 hours for two or more unrelated individuals requiring diagnosis, treatment, or care for illness, injury, deformity, abnormality, or pregnancy and that regularly maintains, at a minimum, clinical laboratory services, diagnostic X-ray services, treatment facilities including surgery or obstetrical care or both, and other definitive medical or surgical treatment of similar extent pursuant to applicable regulations of the Texas Health and Safety Code.

Hotel. A building containing guest rooms, rented for less than 30 days and designed to be used for sleeping purposes, which provides a common entrance, lobby, halls and stairways. Includes full-service and limited-service hotels.

Independent Senior Living facility. A residence facility (multi-family, attached and/or DETACHED dwellings) that is designed for residents 55 years and older who do not require nursing care.

Kiosk. A small stand-alone structure, with one or more open sides, that is used to vend merchandise or services, or for providing information, either by posting, or on a computer screen.

Landscaping. Grass, trees, shrubs, vines, ground cover or flowers planted and maintained to enhance appearance of a development. Landscaping may include non-botanical features, such as walks, fountains, reflecting pools, art works, rain gardens and storm water management features as approved by the DIRECTOR.

Livestock Showing. A livestock show is an event where livestock are exhibited and judged on certain phenotypical breed traits as specified by their respective breed standard. Many times tickets are sold to view the event.

Livestock Stables. A stable is a BUILDING in which livestock, especially horses and cattle, are kept. It most commonly means a building and/or area that is divided into separate stalls for individual animals.

Lot. A platted (as specified in the Texas Local Government Code) PARCEL of land that is occupied or intended to be occupied by one main building (or a group of main buildings) and any accessory building(s), which includes such parking, LANDSCAPING and OPEN SPACE as are required by this ordinance or other laws and/or ordinances, and also which has its principal LOT FRONTAGE upon a PUBLIC STREET.

Lot area. The total area, measured on a horizontal plane, included within LOT LINES.

Lot, corner. A lot which has at least two adjacent sides abutting for their full lengths upon a street, provided that the interior angle at the intersection of such two sides is less than 135 degrees.

Lot depth. The mean horizontal distance between the front and rear LOT LINES.

Lot, interior. A lot other than a CORNER LOT.

Exhibit B - Development Standards

Lot frontage. That dimension of a lot or portion of a lot abutting onto a PUBLIC STREET, excluding the side dimension of a CORNER LOT.

Lot lines or property lines. The lines bounding a lot as defined herein.

Lot width. The horizontal distance measured between side LOT LINES parallel to the front LOT LINE, and measured from the point on the BUILDING LINE that is closest to the front LOT LINE.

Manufacturing Business. A commercial enterprise covering a small area of land, which provides work performed by automation, individually, or as a team. Typically provides tangible products. Products can be produced, stored, or distributed from such business or enterprise. Such commercial enterprise does not include heavy manufacturing.

Market (public). Markets located on public property, where independent merchants can sell their products to the public. Typical products sold at public markets include fresh produce, various other food items and crafted goods.

Medical office/service. Including but not limited to ambulatory surgery center, urgent care center, hospice, hospice services and home health service.

Microbrewery. A combination retail, wholesale and manufacturing business that brews and serves beer and/or food.

Offices. A room or group of rooms used for the provision of executive, management and/or administrative services. Typical uses include administrative offices and services including real estate, insurance, property management, investment, personnel, travel, secretarial services, telephone answering, and business offices of public utilities, organizations and associations, but excluding MEDICAL OFFICES.

Off-street parking. Off-street parking spaces provided in accordance with the requirements of this ordinance, located on the LOT or TRACT occupied by the main use or within 200 feet of such LOT or TRACT, and located within the same zoning region as the main use or in an adjacent parking district.

Opaque. Not able to be seen through and/or not transparent.

Open space. In land-use planning, urban green space is open-space areas reserved for parks and other "green spaces", including plant life, water features and other kinds of natural environment. Most urban open spaces are green spaces, but occasionally include other kinds of open areas.

Outdoor recreation. An area designed for active outdoor recreation, whether publicly or privately owned, including, but not limited to, baseball diamonds, soccer and football fields, campgrounds, golf courses, tennis courts and swimming pools.

Parcel. Any unplatted TRACT of land, or any portion of an unplatted TRACT of land (also see TRACT).

Exhibit B - Development Standards

Park/playground. An area of land set aside for public or private use, as a piece of land with few or no buildings within or adjoining a town, maintained for recreational and ornamental purposes.

Pedestrian trails. A trail is usually a path, track or unpaved lane or road. The term is also applied, in North America, to routes along rivers, and sometimes to highways.

Premises. Land together with any buildings or structures situated thereon.

Private club. An establishment providing social and/or dining facilities which may provide alcoholic beverage service, to an association of persons, and otherwise falling within the definition of, and permitted under the provisions of the applicable regulations in the Texas Alcoholic Beverage Code, that pertains to the operation of private clubs.

Professional service. Work performed which is commonly identified as a profession, and which may be licensed by the State of Texas.

Public garage/parking structure. A surface lot, parking structure or other facility owned, operated or maintained by the city, to provide parking to the general public.

Public park, State park, Municipal Park. *Public park:* a park in public space; *state park:* a park owned by a U.S. state; *municipal park.:* a park owned by the city.

Public plaza. A public square in a city or town often featuring sidewalk, trees and shrubs, places to sit, and sometimes shops.

Public streets. A public street is any road open for public travel, under the jurisdiction of a public authority and maintained by a public authority.

Public view. Any area, equipment, or structure which can be viewed by the public from any PUBLIC STREET, PUBLIC PLAZA, or PUBLIC PARK.

Reservation. A TRACT of public land set aside.

Restaurant. An eating establishment where customers are primarily served at tables or are self-served, where food is consumed on the PREMISES, which may include a drive-through window(s) or where facilities are provided on the PREMISES which encourage the serving and consumption of food in automobiles on or near the restaurant PREMISES.

Retail. An establishment engaged in the selling of goods and merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods.

School (K through 12). An institution for the instruction of children or people under college age.

School, other. Any institution for the instruction of people not considered a "school (K through 12)."

Exhibit B - Development Standards

Schoolyards. The area next to or surrounding a school where students typically play games or sports.

Seasonal uses. Seasonal uses include the sales of items such as Christmas trees, pumpkins, snow cones, fresh produce, and other items which are typically only available at certain times of the year.

Service Business. A commercial enterprise, which provides work performed in an expert manner by an individual or team, for the benefit of its customers. Typical services businesses provide intangible products, such as accounting, banking, consulting, cleaning, landscaping, education, insurance, treatment, and transportation services, where no exterior storage of equipment or stock are stored.

Story/Stories. That portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above.

Street. Any dedicated public thoroughfare that affords the principal means of access to abutting property. A Street is termed a major thoroughfare or arterial when the right-of-way is greater than 60 feet.

Street intersection. Any street that joins another street at an angle, whether or not it crosses the other.

Telemarketing agency. An establishment that solicits business or the purchase of goods and/or services by telephone only. No sales of goods or services to the public occurs at or on the PREMISES. No products are stored at or on the PREMISES.

Townhouse. A one-family dwelling unit that may be constructed in a group of attached units separated by PROPERTY LINES in which each unit extends from foundation to roof and with open space on at least two sides.

Tract. A single PARCEL or lot.

Use. The purpose for which land or buildings are or may be occupied in a zoning district.

Utilities (public). Any facility or structure which provides services to the general public including but not limited to electric, gas, telephone, water, and television cable systems either publicly or privately owned.

Veterinarian clinic. An establishment where animals are admitted for examination and medical treatment.

Yard. An open space at grade between a building and the adjoining LOT LINES, unoccupied and unobstructed by any portion of a structure from the ground upward, except where otherwise specifically provided in this ordinance that the building or structure may be located in a portion of a yard required for a main building. In measuring a yard for the purpose of determining the width

Exhibit B - Development Standards

of the side yard, the depth of a front yard or the depth of a rear yard, the shortest horizontal distance between the LOT LINE and the main building shall be used.

Yard, front. A yard located in front of the front elevation of a building and extending across a lot between the side yard lines and being the minimum horizontal distance between the front PROPERTY LINE and the outside wall of the main building. Also known as front yard.

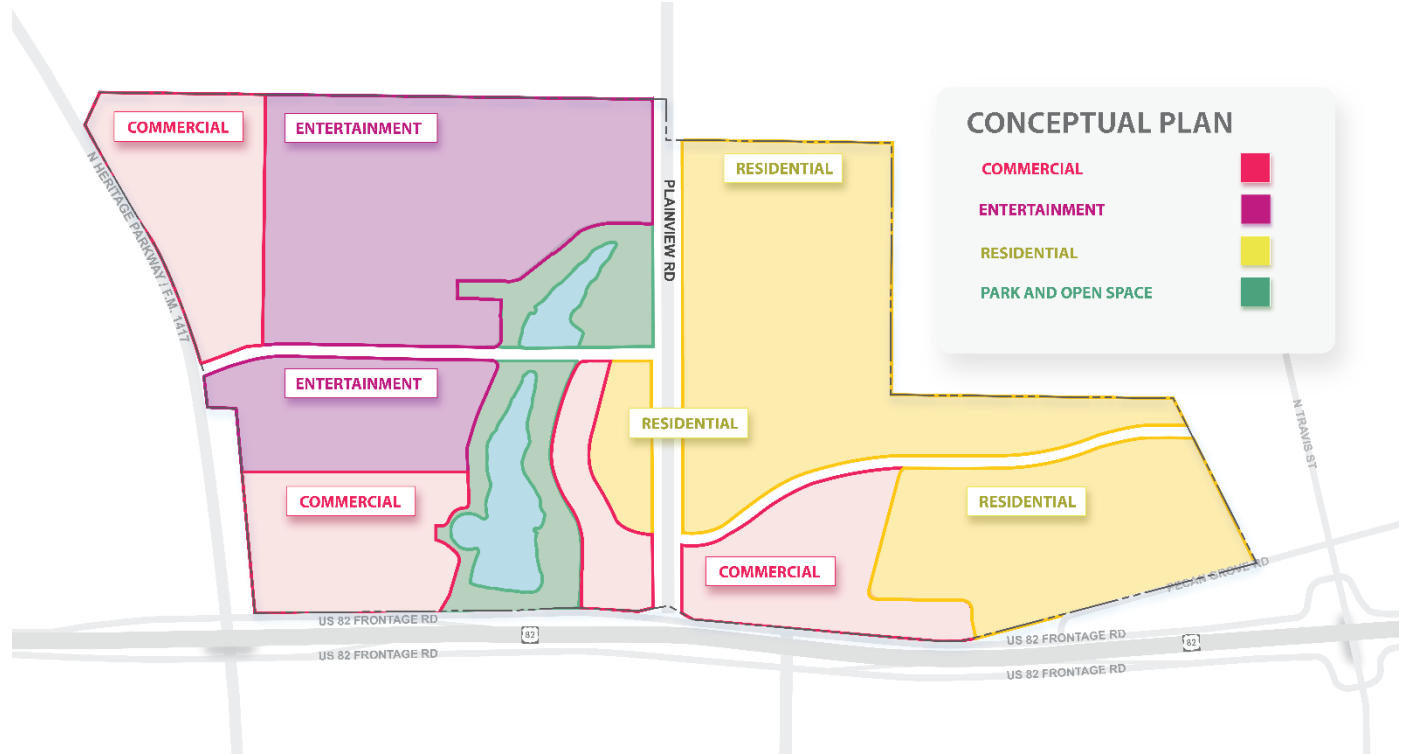
Yard, rear. The area extending across the rear of a lot measured between the LOT LINES and being the minimum horizontal distance between the rear LOT LINE and the rear of the outside wall of the main building. On both CORNER LOTS and INTERIOR LOTS, the rear yard shall in all cases be at the opposite end of the lot from the front yard. Also known as rear yard.

Yard, side. The area between the building and sideline of the lot and extending from the front LOT LINE to the rear LOT LINE and being the minimum horizontal distance between a side LOT LINE and the outside wall of the side of the main building. Also known as side yard.

Zoning Ordinance. A City of Sherman document which defines the regulations for land development of real property and also the procedures for application and potentially approval.

Exhibit B - Development Standards

EXHIBIT “A” – CONCEPTUAL PLAN



Region	Commercial	Entertainment	Residential	Park and Open Space	Major Right of Way (ROW)	Total Acreage (ac)
Acreage (ac)	+/- 105	+/- 112	+/- 138	+/- 60	+/- 24	439

Exhibit B - Development Standards

EXHIBIT “B” – OPEN SPACE FRAMEWORK PLAN



EXHIBIT “C” – TRANSPORTATION MASTER PLAN

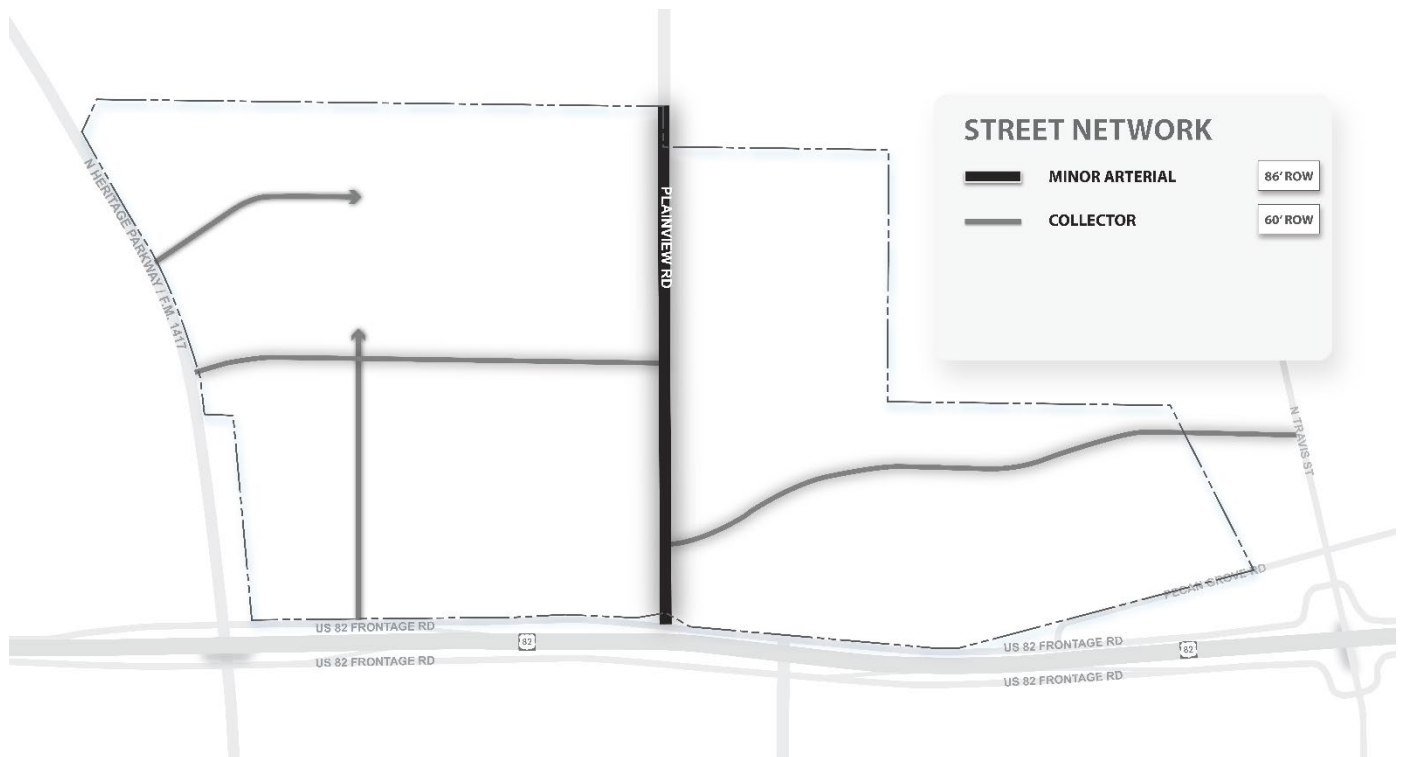
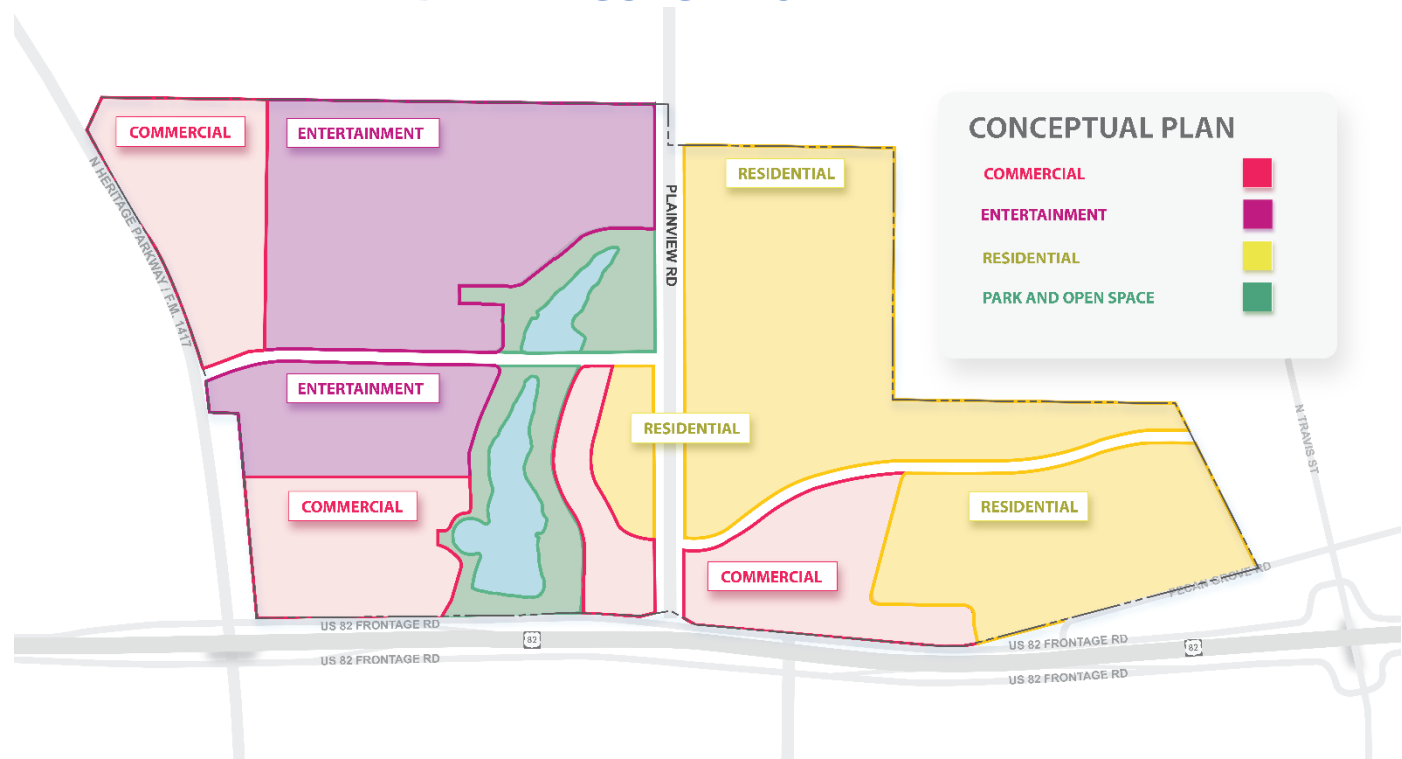


EXHIBIT “A” – CONCEPTUAL PLAN

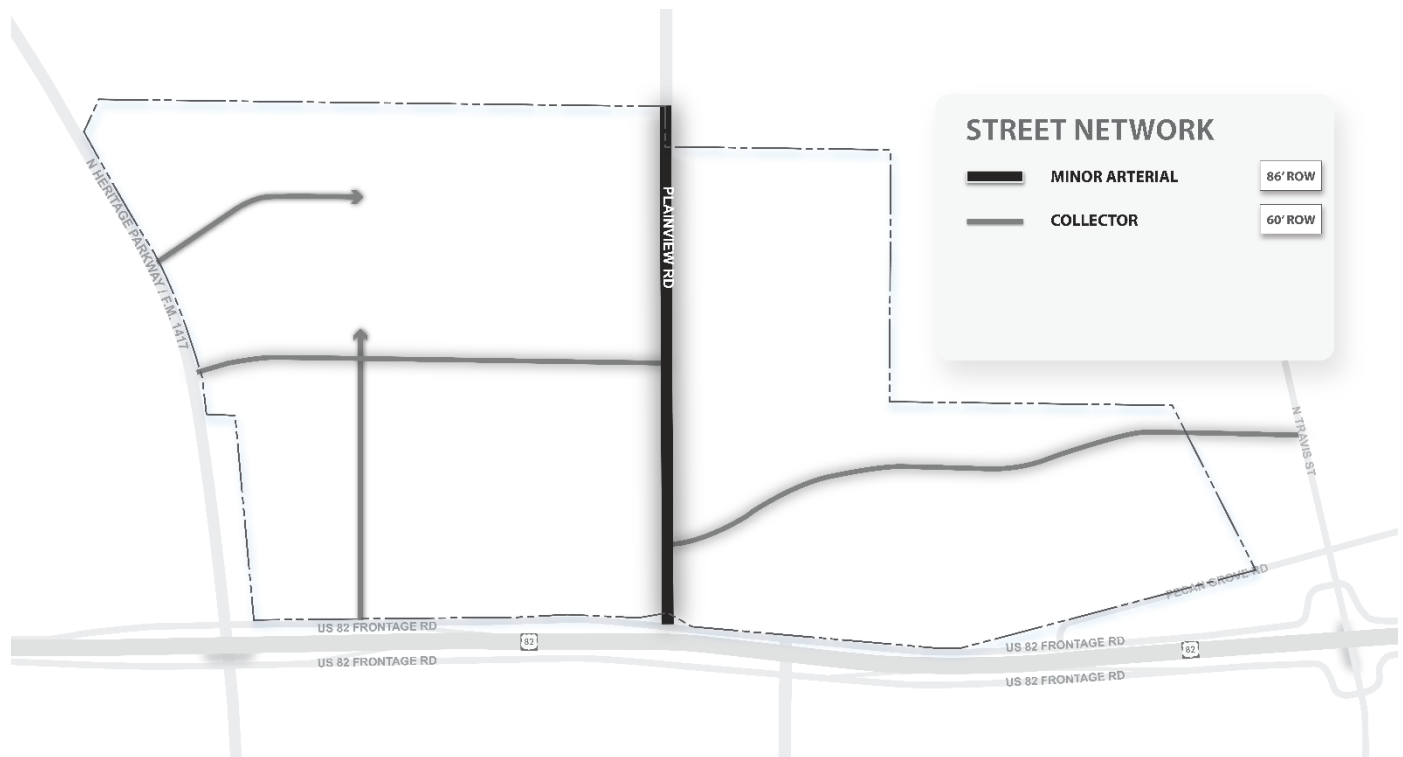


Region	Commercial	Entertainment	Residential	Park and Open Space	Major Right of Way (ROW)	Total Acreage (ac)
Acreage (ac)	+/- 105	+/- 112	+/- 138	+/- 60	+/- 24	439

EXHIBIT “B” – OPEN SPACE FRAMEWORK PLAN



EXHIBIT “C” – TRANSPORTATION MASTER PLAN



ORDINANCE NO. 6354

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 6.11, SUBSECTION (5)(A), AND SECTION 12, ORDINANCE NO. 2280, SO AS TO REZONE PROPERTY GENERALLY LOCATED IN THE 3500-4500 BLOCKS OF NORTH F.M. 1417 (HERITAGE PARKWAY) AND THE 600-1900 BLOCKS OF WEST U.S. HIGHWAY 82, BEING APPROXIMATELY 439 ACRES IN THE JOHN JENNINGS SURVEY, ABSTRACT NO. 647, AND THE URIAH BURNS SURVEY, ABSTRACT NO. 121, AS A PLANNED DEVELOPMENT DISTRICT SUBJECT TO THIS ORDINANCE AND ORDINANCE NO. 2280 (TPJ PROPERTIES LTD AND HERITAGE RANCH LAND HOLDINGS, LTD, OWNERS; RYAN JOHNSON, REPRESENTATIVE; COVENANT DEVELOPMENT, DEVELOPER; NORRIS DESIGN, PLANNER/ LANDSCAPE ARCHITECT; JHP, ARCHITECT; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING THAT THE PROPERTY IS REZONED AND PLACED IN THE ZONING CLASSIFICATION OF PLANNED DEVELOPMENT; DESCRIBING THE PROPERTY TO BE REZONED; 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 Ordinance; 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 1 – Legal Description**, attached hereto (the “Property”), generally located in the 3500-4500 Blocks of North FM 1417 (Heritage Parkway) and the 600-1900 Blocks of West U.S. Highway 82, and all streets, roads and alleyways contiguous and/or adjacent thereto, is hereby

rezoned and placed in the Planned Development District, and that Section 6.11, Subsection (5)(A), and Section 12 of Ordinance No. 2280 is hereby amended so as to hereafter include such property.

The development plans, standards and uses of the Property shall conform to and comply with the standards, rules and regulations for development and use of land within the Planned Development District zoning classification. The Property shall be developed in compliance with the additional requirements as set forth and/or depicted herein and in the following exhibits, each of which are attached hereto and incorporated herein by reference for all purposes:

- Exhibit 2 – Development Standards; and
- Exhibit 3 – Zoning Exhibit (Conceptual Plan).

The Property shall be developed in compliance with the standards set forth herein, in Exhibit 2 and Exhibit 3 and all other ordinances, rules and regulations of Sherman, as they currently exist, may be amended or in the future arising. To the extent that any of the exhibits attached hereto are in conflict with the provisions of this Ordinance or one another, the provisions of this Ordinance, then the provisions of Exhibit 2 and Exhibit 3 shall prevail in that order.

SECTION 2. That this Ordinance hereby mandates the following additional requirements:

Zoning:

1. All aspects of the City's General Zoning Ordinance No. 2280, as amended, including but not limited to regulations applicable to the Planned Development Ordinance must be followed.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903-892-7267).
3. A detailed site plan shall be submitted for approval within two (2) years from the approval of the Conceptual Plan for a minimum of 20 percent of the project area. If a Detailed Site Plan is not submitted within two (2) years or no progress toward completion of the project is made in a five-year period, then the previous approval of the Concept Plan and the Development Plan shall expire. Upon expiration, the land within the boundaries of the PD shall automatically revert to the zoning district in place prior to approval of the PD district. The City Council may elect to extend approval periods of a PD with justification as to why the plans should remain in place.
4. All aspects of the City's Floodplain Ordinance must be followed.
5. Street names will need to be approved by the Building and Zoning Department before the plat is filed at the Grayson County Courthouse.

Engineering:

6. Platting of the property is required.
7. Drive approaches and sidewalks must conform to City of Sherman standard and a permit with drawing is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way.

8. Privately owned and maintained detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval. Ownership and Maintenance information to be shown on plat.
9. Approval conditional upon addressing comments by Engineering Department submitted via email to Developer on December 07, 2020.
10. Proposed development lies within Airport Airspace Map for North Texas Regional Airport (NTRA). Verify development is a compatible with NTRA airspace.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Section 2, Ordinance No. 2280.

SECTION 4. 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 5. 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 6. That the General 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 7. 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 8. 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 9. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 19th day of January, 2021.

ADOPTED on this the 19th day of January, 2021.

EFFECTIVE DATE on this the 19th day of January, 2021.

CITY OF SHERMAN, TEXAS

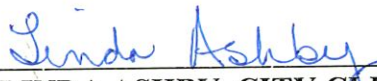
BY:



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:



NAME:



CITY ATTORNEY

[illegible]

SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors
P.O. Box 1843 - 109 S. Travis - Sherman, Texas 75091-1843
phone (903)892-8003 fax (903)868-2970

SITUATED in the County of Grayson, State of Texas, being a part of the URIAH BURNS SURVEY, Abstract No. 121, and the JOHN JENNINGS SURVEY, Abstract No. 647, being a part of a 328 acre tract of land conveyed by N. A. Birge to James M. Head by deed dated May 17, 1898, recorded in Volume 123, Page 265, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a set spike nail and flasher at the intersection of the center of a public road known as Plainview Road, the West line of said 328 acre tract, the East line of a 356 acre tract of land conveyed by Glenn Dennis Woodson, Independent Executor of the Estate of S. P. Woodson, deceased, et al to A. L. Coffman by deed dated November 9, 1945, recorded in Volume 484, Page 416, Deed Records, Grayson County, Texas, with the North line of U. S. Highway No. 82;

THENCE North 00 deg. 45 min. 03 sec. East, with the center of said Plainview Road, the West line of said 328 acre tract, the East line of said 356 acre tract, a distance of 3122.30 feet to a found spike nail maintaining the the most Westerly Northwest corner of said 328 acre tract, an ell corner of said Burns Survey, the Southwest corner of the Alexander & Richards Survey, Abstract No. 42;

THENCE South 88 deg. 18 min. 43 sec. East, with a North line of said Burns Survey, the South line of said Alexander & Richards Survey, at a distance of 41.2 ft. passing a cross tie fence corner post on the East side of said road, and continuing with the general line of a fence for a total distance of 1495.81 feet to a found spike nail at the base of a fence corner post for the most Westerly Northeast corner of said 328 acre tract, the most Easterly Northeast corner of said Burns Survey, the Northwest corner of said Jennings Survey, the Northwest corner of a 37.08 acre tract of land described in Tract No. Two in deed from Clifford H. Diercks to Elizabeth Lee Crouch, dated January 15, 1996, recorded in Volume 2440, Page 652, Official Public Records, Grayson County, Texas;

THENCE South 01 deg. 06 min. 48 sec. West, with the general line of a fence, an East line of said Burns Survey, the West line of both said Jennings Survey, and 37.08 acre tract, passing its Southwest corner, the Northwest corner of a 58.42 acre tract of land conveyed by Andrea Karen Smith to Patricia T. Smith by deed dated June 6, 1994, recorded in Volume 2351, Page 89, Real Property Records, Grayson County, Texas, and continuing for a total distance of 1687.11 feet to a found 1/2 inch rebar 3 feet West of a fence corner post, said rebar maintaining the Southwest corner of said 58.42 acre tract, an ell corner of said 328 acre tract;

THENCE South 88 deg. 42 min. 23 sec. East, with the general line of a fence, a North line of said 328 acre tract, the South line of said 58.42 acre tract, a distance of 1908.76 feet to a found spike nail at the base of a fence corner post for the Northwest corner of a 13.193 acre tract of land conveyed by Glad Tidings Church of Sherman to New Life Church of Sherman by deed dated November 23, 1994, recorded in Volume 2371, Page 85, Real Property Records, Grayson County, Texas;

THENCE South 25 deg. 57 min. 21 sec. East, with the general line of a fence, a distance of 1235.03 feet to a found spike nail and flasher for the Southwest corner of said 13.193 acre tract, in the center of a public road known as Pecan Grove Road, and on the South line of both said 328 acre tract, and Jennings Survey, the North line of the J. B. McAnair Survey, Abstract No. 763;

THENCE South 75 deg. 28 min. 55 sec. West, with the center of said Pecan Grove Road, the South line of both said 328 acre tract, and Jennings Survey, the North line of said McAnair Survey, a distance of 1286.18 feet to a found spike nail and flasher at the intersection of the center of said road, the South line of both said 328 acre tract and Jennings Survey, the North line of said McAnair Survey, with the North right-of-way line of said U. S. Highway No. 82;

THENCE in a Westerly direction with the North right-of-way line of line of said U. S. Highway No. 82, the following calls and distances:

North 04 deg. 09 min. 00 sec. West, a distance of 17.20 feet to a found 1/2 inch rebar;

South 75 deg. 28 min. 55 sec. West, a distance of 778.89 feet to a found concrete right-of-way monument;

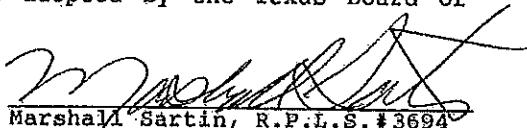
With a curve to the right having a radius of 5579.68 ft., (chord bears North 86 deg. 19 min. 55 sec. West, 463.79 ft.), a distance of 463.93 feet to a found concrete right-of-way monument;

North 83 deg. 57 min. 00 sec. West, a distance of 1331.30 feet to a found concrete right-of-way monument;

North 58 deg. 45 min. 58 sec. West, a distance of 176.25 feet to a found 1/2 inch rebar;

North 83 deg. 57 min. 00 sec. West, a distance of 14.37 feet to the PLACE OF BEGINNING and containing 184.50 ACRES OF LAND more or less.....

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property legally described hereon was made on the ground on the 8 th day of October, 1996 and re-surveyed in September, 2001 and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying.


Marshall Sartin, R.P.L.S. #3694



ALTA/NSPS LAND TITLE SURVEY

2401 INTERVIEW ROAD
SUITE 100
PORT KAITUMA, ALASKA 99571
PHONE (907) 462-2111
FAX (907) 462-2112

Prepared For:
LEE TOSKELL REAL ESTATE

Project Location
INTERVIEW ROAD
SUITE 100

Project Address
2401 INTERVIEW ROAD

Project Name
LEE TOSKELL REAL ESTATE

Job Number: 2000044

254.489 ACRES

GRAPHIC SCALE
1 inch = 200 ft.

VELOCITY MAP
(NO SCALE)

Sheet 1 of 2

DATE: 08-10-2018
TIME: 10:00 AM
USER: J. E. HARRIS
JOB: 2000044
SCALE: 1" = 200'

BENJAMIN ABBT. PUTSON SURVEY

LEGAL DESCRIPTION

[illegible]

EASEMENT NOTES

[illegible]

FLOOD ZONE NOTES

AS SHOWN, A PORTION OF THE SUBJECT PROPERTY LIES WITHIN A ZONE "A" FLOOD HAZARD AREA ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR GRAYSON COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO. 4818IC0270 F, REVISED DATE SEPTEMBER 29, 2010.

GENERAL NOTES

[illegible]

ZONING NOTES

A Southern portion of the subject property lies within the Highway 73 & 82 Overlay District. A history section of the subject property lies within the F 141 Overlay District. Current zoning is undetermined.

CERTIFICATION

This is to certify that the map or plot and the survey on which it is based were made in accordance with 2016 Ordnance Survey Order Regulations for Allotments Land. This Survey is publicly available on the Ordnance Survey website at www.ordnancesurvey.co.uk and is available under the terms of the Ordnance Survey Licence.

Date of Plot 6/10/19

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
New No. 10008303



ALTA/NSPS LAND TITLE SURVEY

	3045 INTERNATIONAL ROAD BOONE, ARIZONA 85901 PHONE (520) 263-7501 FAX (520) 263-1152
PROJECTING & DRAWING	Prepared For: LEE TOWELL REAL ESTATE
Project Location SHERMAN, TEXAS	Project Address 156 PLACENTIA ROAD
Project Name	Job Number 19000314

Date	06-10-2018		
Item By	JMD		
App'd By	GMD		
DIV.	KS 18060314		
Folio	00000		
Page	00000		

[illegible]

HERITAGE RANCH PLANNED DEVELOPMENT

11 DECEMBER 2020



Exhibit 2 - Development Standards

HERITAGE RANCH PLANNED DEVELOPMENT

11 DECEMBER 2020

Submitted to:

City of Sherman



Submitted by:



Prepared by:



Exhibit 2 - Development Standards



Thank you for the opportunity to submit this Planned Development (PD) document to the City of Sherman. This document should be considered the Development Plan which contains the written terms and standards necessary to ensure compliance with the PD objectives and plans. Also, included in this document is the Conceptual Plan for the Heritage Ranch PD. The Conceptual Plan graphically defines the applicant's current intent for the development of the proposed Planned Development. The Conceptual Plan shows general land use areas, acreages and maximum densities, primary street circulation and access points, floodplains, open space, parks and pedestrian trail areas. We are excited about this Development Plan and the community it defines.

Exhibit 2 - Development Standards

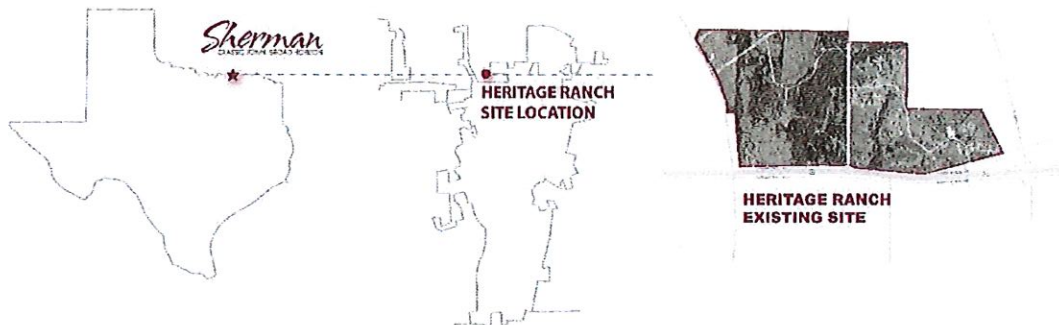
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Exhibit 2 - Development Standards

I. INTRODUCTION

A. PLAN OVERVIEW AND SITE



The **Heritage Ranch Planned Development (PD)** is a multi-use development and community encompassing approximately 439-acres located in and adjacent to Sherman, Texas (the “Development”). The Planned Development offers a potential future mix of commercial and residential opportunities complimented with areas set aside as parks, lakes and open space amenities. The use and development regulations set forth in the Heritage Ranch PD provides for and encourages development that contains a compatible mix of uses to allow citizens and visitors to work, play and recreate within the development.

In the event of a conflict between the City of Sherman Code of Ordinances and the regulations and standards contained in this document, this document shall control. Whenever this document is silent upon a regulation or design standard the City of Sherman Code of Ordinances shall control. Words shown in all CAPITAL LETTERS are defined terms in Section VIII. Definitions.

This 439-acre site is well located for land development. The site is located within the growing northwest quadrant of Sherman having Highway US 82 as its southern boundary and being less than a mile from Highway US 75 to the east. The US 75 corridor just north of US 82 has been one of the most active commercial destinations in Sherman. The site is bound by FM 1417 (North Heritage Parkway) on the west and connected to North Travis to the immediate east. The property is blessed with a rolling terrain that will aid development and potentially allow the owner to create a chain of lakes to link the development together and provide an amenity for citizens in Sherman.

Sherman is the county seat of Grayson County, Texas. The city’s population is estimated at 43,662 in early 2020. It is one of the two principal cities in the Sherman–Denison Metropolitan Statistical Area, and it is part of the Texoma region of North Texas and southern Oklahoma, which establishes a large regional trade area for this site.

Exhibit 2 - Development Standards

B. DEVELOPMENT OBJECTIVES

The Heritage Ranch PD addresses the physical relationship between development and adjacent properties, public streets, neighborhoods, and the natural environment through the following set of development objectives:

- *Create a quality development which will provide new jobs, quality homes and provide added revenue for the City of Sherman via sales and property tax income.*
- *Offer the potential for a variety of housing types responsive to current and future residents' desire for a mix of housing types.*
- *This plan offers the City of Sherman the potential for unique and special entertainment that can be the definition of destination orientated.*
- *Creating quality residential and non-residential development.*
- *Enhance the natural resources of the site to create land use value from the development of parks, lakes and open space as amenities for the community.*

C. PLANNED DEVELOPMENT PURPOSE

The (PD) Planned Development is intended to provide for combining and mixing uses into integral land use units such as employment and commercial centers; residential developments with multiple or mixed housing types; or any appropriate combination of uses which may be planned, developed or operated as integral land use units, whether by a single owner or a combination of owners.

D. COMPONENTS OF THE PLANNED DEVELOPMENT

The Heritage Ranch PD is organized in the following manner with each element defining specific items and development patterns being executed in this plan.

A. Conceptual Plan

The provisions of this document are presented through a Conceptual Plan with accompanying standards and design guidelines. The Conceptual Plan includes a depiction of general area regions, and general circulation patterns. The allocation of specific land uses, buildings and the proposed road network will be identified as specific development plans come forward at the Detailed Site Plan stage.

The Conceptual Plan is an overall guide to the development of the community. The Conceptual Plan illustrates a balanced community that incorporates residential, commercial, and entertainment uses in a walkable pedestrian community.

Exhibit 2 - Development Standards

The Conceptual Plan is attached and incorporated herein as Exhibit “A” – Conceptual Plan and shall serve as the overall land use plan for the development. Included with Exhibit A is a table which summarizes the general land use acreage depicted on the Conceptual Plan. The acreage and regions shown thereon reflects general area and may be modified by up to 20% more or less to respond to specific changes in the market, as authorized by the DIRECTOR. The Planning and Zoning Commission may approve deviations of more than 20% but not more than 30% with the approval of a formal amendment to this document.

B. Open Space Framework Plan

This framework plan depicts the general physical location of park, open space and pedestrian trail amenities. These locations and alignments relate to future roadways and possible divisions of land use types. Some of these separations are created in their location due to an existing utility easement or ROW. It is the desire that these locations will correspond to a well-planned and pedestrian connected community. The lakes and adjacent space are formed in part due the existing topography and surface watershed. Again, it is the desire that the potential lake and/or lakes will be a signature element for the Heritage Ranch PD.

The Open Space Framework Plan is attached and incorporated herein as Exhibit “B” – Open Space Framework Plan and shall serve as the guiding document for the general locations and types of open spaces and trails that shall be provided in the Development. The exact location of each open space and trail shall be determined at the time of platting but shall generally follow the layout identified in the Open Space Framework Plan.

C. Transportation Master Plan

This supporting framework plan defines the general location of vehicular transportation routes. These locations relate to future streets and roadways being planned and constructed. All of the roads listed and their specific dimensions are from the current City of Sherman Throughfare Plan. These roadways are planned to align with other existing adjacent roads (Plainview Road and Rex Cruse Drive) also per the current City of Sherman Throughfare Plan. It is the desire of the Heritage Ranch PD to create a transportation network that allows good mobility to and from this site along with connectivity across Sherman.

The Transportation Master Plan is attached and incorporated herein as Exhibit “C” – Transportation Master Plan, and shall serve as the guiding document for the general locations and designs of ingress and egress to the development from public thoroughfares and the general locations of collector and arterial streets within the development. The exact locations of the access points to the development from public thoroughfares and the exact layout and design of collector and arterial streets within

Exhibit 2 - Development Standards

the development shall be determined at the time of platting, but shall generally follow the Transportation Master Plan.

D. Land Use Requirements

This PD is divided into four (4) regions as identified in the Concept Plan. Each region is intended to allow for the development of unique and complimentary uses to the other regions, and especially those regions adjacent to one another. The following uses are the allowable (permitted) uses for each region. No other uses shall be permitted without approval by the Director.

Permitted Uses – Commercial

This region is primarily intended for mixed-use retail, commercial and office uses.

Permitted Uses

AMUSEMENT SERVICES
BED AND BREAKFAST
CAR WASH
CHILDCARE FACILITY
CHURCH/PLACE OF WORSHIP
CIVIC CENTER
COMMUNITY SERVICE
EDUCATIONAL FACILITY
ENTERTAINMENT
EXHIBITION HALL
FRATERNAL ORGANIZATION, LODGE, CIVIC CLUB, OR UNION
FUEL SALES
HOSPITAL
HOTEL
KIOSK
MANUFACTURING BUSINESS
MARKET (PUBLIC)
MEDICAL OFFICE/SERVICE
MICROBREWERY
OFFICE
OUTDOOR RECREATION
PARK/PLAYGROUND
PROFESSIONAL SERVICES
PUBLIC GARAGE/PARKING STRUCTURE
RESTAURANT
RETAIL
SCHOOL, OTHER
SEASONAL USES
SERVICE BUSINESS
TELEMARKETING AGENCY

Exhibit 2 - Development Standards

UTILITIES (PUBLIC)
VETERINARIAN CLINIC

Permitted Uses – Entertainment

The Entertainment Region for events, mixed-use retail, and commercial uses.

Permitted Uses

AGRICULTURE
AMUSEMENT SERVICES
ARENA
BED AND BREAKFAST
CHURCH/PLACE OF WORSHIP
CIVIC CENTER
COMMUNITY SERVICE
ENTERTAINMENT
EXHIBITION HALL
FUEL SALES
HOSPITAL
HOTEL
KIOSK
LIVESTOCK SHOWING
LIVESTOCK STABLES
MANUFACTURING BUSINESS
MARKET (PUBLIC)
OFFICE
OUTDOOR RECREATION
PRIVATE CLUB
PUBLIC GARAGE/PARKING STRUCTURE
RESTAURANT
RETAIL
SEASONAL USES
SERVICE BUSINESS
UTILITIES (PUBLIC)
VETERINARIAN CLINIC

Permitted Uses - Residential

This region is intended for a variety of residential development of varying DENSITY. Residential development within these areas consist of single-family and multi-family residences and TOWNHOUSES as the primary uses.

Permitted Uses

ACCESSORY DWELLING
ACCESSORY STRUCTURES
ASSISTED LIVING FACILITY
CHILDCARE FACILITY
CHURCH/PLACE OF WORSHIP

Exhibit 2 - Development Standards

COMMUNITY SERVICE
CONTINUING CARE RETIREMENT COMMUNITY
CONVALESCENT AND NURSING HOME
DWELLING, MULTI-FAMILY
DWELLING, ONE-FAMILY
EDUCATIONAL FACILITY
FAMILY HOME
INDEPENDENT SENIOR LIVING FACILITY
MEDICAL OFFICE/SERVICES
OUTDOOR RECREATION
PARK/PLAYGROUND
SCHOOL (K THROUGH 12)
TOWNHOUSE
UTILITIES (PUBLIC)

Permitted Uses – Park and Open Space

This region is primarily intended for outdoor uses.

Permitted Uses

COMMUNITY GARDEN
GREENWAY
OPEN SPACE
OUTDOOR RECREATION
PEDESTRIAN TRAILS
PARK/PLAYGROUND
PUBLIC CORRIDOR
PUBLIC PARK, STATE PARK, MUNICIPAL PARK
PUBLIC PLAZA
PUBLIC STREETS
RESERVATION

The following uses shall be Prohibited Uses in the Commercial, Entertainment, Residential, and Park and Open Space Regions:

- Tattoo parlors
- Sexually oriented businesses
- Community Home
- Municipal – water treatment plant
- Municipal – wastewater treatment plant
- Electrical generating plant

E. Architectural Requirements

The architectural standards section governs the Commercial, Residential, Entertainment and Park and Open Space regions for architectural elements and

Exhibit 2 - Development Standards

appurtenances related to the facade materials, roofs, service areas and other building standards.

F. Site Requirements

The site development standards section establishes the standards for public realm improvements, street types, widths, amenities and public spaces.

II. SITE DEVELOPMENT STANDARDS

The Site Development Standards section establishes the standards for public realm improvements, street types, widths, amenities and public spaces.

A. PUBLIC SPACES (*parks, trails, sidewalk, etc.*)

There are three (3) different types of public spaces in the Heritage Ranch PD -they include park and open space, pedestrian trails, and pedestrian sidewalks.

A. Park and Open Space

PARK and OPEN SPACE will be primarily green environment located along enhanced streets, lakes, and/or pedestrian corridors and will serve as a public destination. PARK and OPEN SPACE may include features such as pedestrian shade structures, tables, pedestrian benches, and walking paths. There is the possibility that some or all of the PARK and OPEN SPACE around the future lakes could be co-developed with the City of Sherman Parks Department for the use of citizens and flood retention (similar to Pecan Grove West and East Parks).

B. Pedestrian Trails

PEDESTRIAN TRAILS are to connect uses together and allow pedestrians a safe and healthy manner to traverse the development. Trails within the Heritage Ranch PD may run on existing utility easements and/or ROW's (overhead or underground).

C. Pedestrian Sidewalk

Within the Heritage Ranch PD pedestrian sidewalks will range from five feet to eight feet wide, as described in the Public Streets Section of this Document. The design intent provides enhanced pedestrian crossings at STREET INTERSECTIONS by minimizing curb to curb dimensions.

B. PUBLIC STREETS

This Section describes proposed roadway design standards associated for the Heritage Ranch PD with each of the functional classifications as related to the City of Sherman Thoroughfare Plan. Roadway design standards are in the City of Sherman's Subdivision

Exhibit 2 - Development Standards

Ordinance and include roadway design criteria and cross section elements for Major Thoroughfares (arterial) and Collector and Local streets. While street classification reflects the functions that roadways serve as part of the street network, roadway design standards are related to traffic volume, design capacity, and level of service.

Minimum Driveway and Intersection Spacing and Separation:

- A. Driveway and intersection spacing** (distance between driveways, measured edge-to-edge):
1. Highway/Frontage Road—One (1) driveway per three hundred (300) linear feet of LOT FRONTAGE or TxDOT regulations if applicable.
 2. Minor Arterial street—One (1) driveway per one hundred fifty (150) linear feet of LOT FRONTAGE.
 3. Collector street—One (1) driveway per one hundred fifty (150) linear feet of LOT FRONTAGE.
 4. Minimum distance from driveway to street corner—Fifty (50) feet, as measured from the street corner radius point of tangency.

[Remainder of page intentionally left blank]

Exhibit 2 - Development Standards

B. Minor Arterial

Arterial streets form an interconnecting network for broad movement of traffic in the Heritage Ranch PD development. Arterials typically accommodate between 30 and 40 percent of an area's travel volume. Since traffic movement, not land access, is the primary function of arterial, access management is essential to avoid traffic congestion and delays caused by turning movements for vehicles entering and exiting driveways.

Minor Arterials focus on moving intra-regional traffic. These types of thoroughfares carry high volumes of traffic and also have relatively higher speeds as well. The number of lanes for a Minor Arterial are four (4) based on either the current or the future demands and the potential development. The cross section for this street type is shown below:

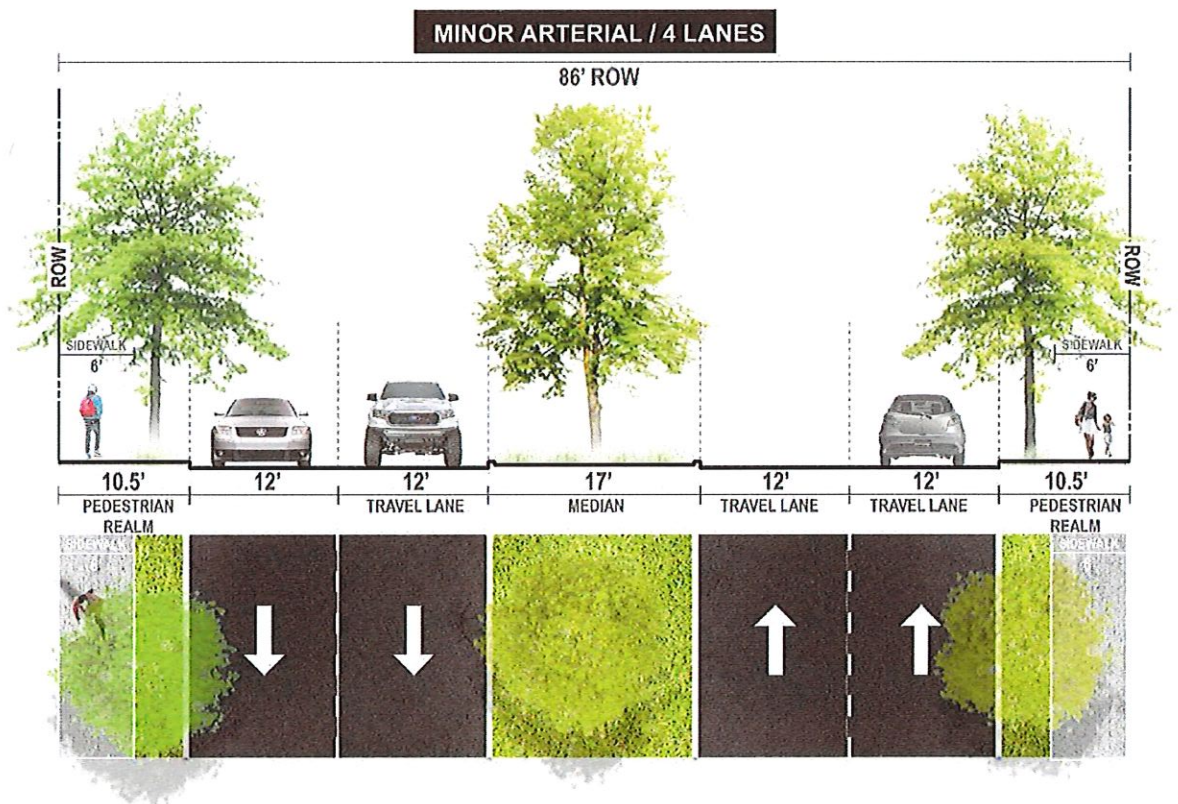


Exhibit 2 - Development Standards

C. Collector

Street layout plans: residential and commercial areas must include collector streets to provide efficient traffic ingress/egress and circulation. Since collectors generally carry higher traffic volumes than non-collector streets, they may require a modified roadway cross section at intersections with arterial streets to provide adequate capacity for both through traffic and turning movements. This cross section allows for painted center turn lanes, which provides opportunities to improve traffic flow in areas that have primary driveway locations and/or higher levels of turning traffic. This added left turn lane would serve as a transition and/or modification to the standard collector.

The collector serves uses related to commercial traffic and needs of surrounding residential neighborhoods. The cross section for this street type is shown below:

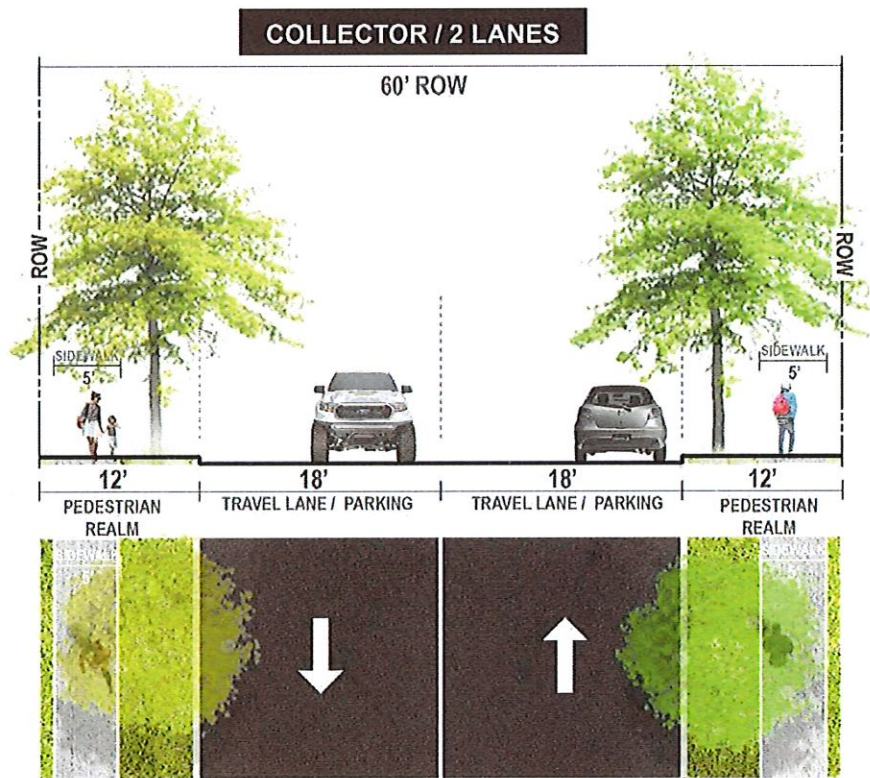
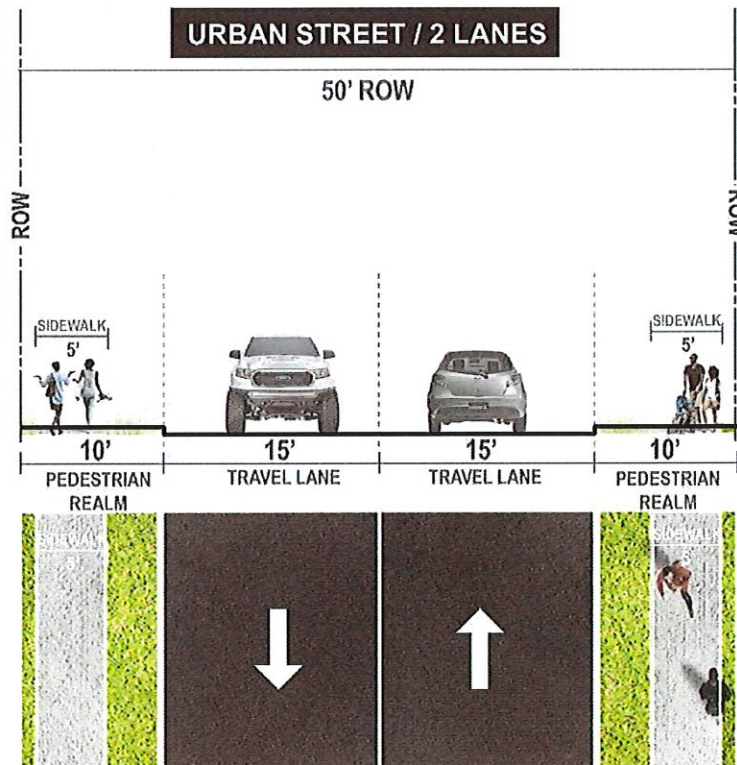


Exhibit 2 - Development Standards

D. Urban Street

The current Sherman standard for an urban street is a right-of-way width of 50 feet and a pavement width of 30 feet. However, these standards do not account for situations where less lane width may be acceptable due to lower DENSITY and fewer trips generated.



III. BUILDING TYPOLOGY DESIGN STANDARDS

The Building Typology Design Standards section establishes basic parameters for permitted and prohibited uses, building placement, lot widths, height, stories, and overall densities. Building Typologies for uses permitted with conditions that are not specified in the following sections shall be proposed to the CITY in a manner that satisfies the intent of this Planned Development.

For each standard set identified below, the following BUILDING HEIGHT, BUILDING LINE, LOT AREA and special regulations shall apply, provided that minor deviations therefrom which do not exceed 10% greater or lessor may be approved by the DIRECTOR if the minor deviation(s) is justified in order to meet the intent of this PD or there is an undue hardship which prevents full compliance with these Standards. BUILDING HEIGHTS will be measured from the ground immediately adjacent to the foundation to the cave line of the building. In the event that a

Exhibit 2 - Development Standards

Permitted Use in any standard sets does not have a corresponding height or area regulation specified herein, the height and area regulations for such use shall be those for uses most similar to such permitted use.

A. RESIDENTIAL STANDARDS

At least two of the following residential housing types shall be required in the Residential Region of this PD.

A. Multifamily/Apartments

- All multi-family apartment buildings within the residential district will be a minimum of two (2) STORIES and a maximum of five (5) STORIES.
- Maximum DENSITY 28 units per acre
- Maximum lot coverage: Sixty (60) percent total, including BUILDINGS and ACCESSORY STRUCTURE.
- Minimum requirements for LOT AREA, LOT WIDTH, and setback from LOT LINES:
 1. LOT AREA: ten thousand (10,000) square feet.
 2. FRONT YARD setback: fifteen (15) feet.
 3. Minimum SIDE YARD setback: ten (10) percent of the LOT WIDTH not to be less than five (5) feet, but need not exceed fifteen (15) feet; twenty (20) feet from a street right-of-way line for a CORNER LOT; unless adjacent to a single family, duplex, patio home or single family use, then side and rear setbacks shall be according to the height of the multifamily building, but not exceed fifty (50) feet.
 4. Minimum REAR YARD: ten (10) feet.
- Building separation: fifteen (15) feet
- Minimum Floor Area:
 1. Efficiency unit: four hundred fifty (450) square feet per unit.
 2. One-bedroom unit: six hundred (600) square feet per unit.
 3. Two or more-bedroom unit: eight hundred twenty-five (825) square feet for the first two bedrooms, plus an additional one hundred twenty-five (125) square feet for every bedroom over two. for example, a three-bedroom unit must have a minimum of nine hundred fifty (950) square feet.
- Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling or nonresidential purposes.

B. Townhouses

- TOWNHOUSES within the residential district shall have a maximum of three (3) floors.
- TOWNHOUSES are encouraged to be in a variety and range of sizes to encourage a diversity of housing opportunities.
- TOWNHOUSES shall be grouped in a maximum of eight (8) attached TOWNHOUSES.
- TOWNHOUSES may be served by rear ALLEYS or front-facing garages.
- TOWNHOUSES can be a “for sale” or “for rent” product type

Exhibit 2 - Development Standards

- Maximum lot coverage: Sixty-five (65) percent total, including BUILDINGS and ACCESSORY STRUCTURE.
- Minimum requirements for LOT AREA, LOT WIDTH, and setback from LOT LINES
 1. LOT AREA: one thousand seven hundred (1,700) square feet
 2. LOT WIDTH: twenty (20) feet
 3. FRONT YARD: ten (10) feet
 4. SIDE YARD: zero (0) feet for any side abutting another unit; five (5) feet for any side not abutting another unit
 5. REAR YARD: ten (10) feet
- Building Separation: fifteen (15) feet
- Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling or nonresidential purposes.
- Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, farm equipment, etc., which cannot be stored in any required setback and which shall be screened from view of PUBLIC STREETS and neighboring properties).

C. Patio Homes

- Patio homes are encouraged to be in a variety and range of sizes to encourage a diversity of housing opportunities.
- Patio homes may be served by rear ALLEYS or front-facing garages.
- Patio homes within the residential district shall be a maximum of two (2) floors – with occupied attic space/dormers allowed.
- Patio homes can be a “for sale” or “for rent” product type
- Maximum lot coverage: sixty-five (65) percent total, including BUILDINGS and ACCESSORY STRUCTURE.
- Minimum requirements for LOT AREA, LOT WIDTH, and setback from LOT LINES:
 1. LOT AREA: three thousand (3,000) square feet
 2. LOT WIDTH: thirty (30) feet
 3. FRONT YARD: fifteen (15) feet
 4. REAR YARD: ten (10) feet
 5. SIDE YARD:
 - Option One: five (5) feet each side ten (10) feet on CORNER LOTS adjacent to a street right of way line.
 - Option Two: one (1) foot on one side yard and nine (9) feet on the other side yard. Applies to INTERIOR LOTS only. A five (5) foot maintenance EASEMENT is required on the LOT that adjoins the one (1) foot side of the adjacent LOT for maintenance.
- Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, farm equipment, etc., which cannot be stored in any required setback and which shall be screened from view of PUBLIC STREETS and neighboring properties).
- Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.

Exhibit 2 - Development Standards

- The elimination of a garage space by enclosing the garage with a stationary building wall shall be prohibited.

D. Single Family Homes

- Single family homes are encouraged to be in a variety and range of sizes to encourage a diversity of housing opportunities.
- Single family homes may be served by rear ALLEYS or front-facing garages.
- Single family homes within the residential district shall be a maximum of two (2) floors – with occupied attic space/dormers allowed.
- Single family homes can be a “for sale” or “for rent” product type
- Maximum lot coverage: Fifty (50) percent total, including BUILDINGS and ACCESSORY STRUCTURE.
- Minimum requirements for LOT AREA, LOT WIDTH, and setback from LOT LINES:
 1. LOT AREA: three thousand two hundred (3,200) square feet
 2. LOT WIDTH: forty (40) feet
 3. FRONT YARD: ten (10) feet
 4. REAR YARD: ten (10) feet
 5. SIDE YARD: five (5) feet each side; ten (10) feet on CORNER LOTS adjacent to a street right of way line
- Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, farm equipment, etc., which cannot be stored in any required setback and which shall be screened from view of PUBLIC STREETS and neighboring properties).
- Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
- The elimination of a garage space by enclosing the garage with a stationary building wall shall be prohibited

E. Non-residential Uses

DETAILED SITE PLAN approval shall be required by Planning and Zoning Commission and City Council to establish BUILDING HEIGHT, BUILDING LINE, LOT AREA and special regulations for any non-residential use listed as a Permitted Use in the Residential Region.

B. COMMERCIAL STANDARDS

A. Retail

- RETAIL will consist of various building typologies - such as large box retail, in-line retail, single use retail, and RESTAURANTS. Each typology will have potentially a different BUILDING HEIGHT and design guidelines.
- There will no minimum LOT AREA limitations. Minimum BUILDING LINES will be established on a recorded plat; provided that if no BUILDING LINES are established on an approved site plan, the minimum FRONT YARD setback for the MAIN

Exhibit 2 - Development Standards

BUILDING may vary between ten (10) and twenty-five (25) feet; no minimum SIDE YARD setback is required as long as adjacent buildings conform to the CITY'S Building Code; and there will be no minimum REAR YARD setback.

- Floor to area ratio (F.A.R.): The gross square footage of all structures, including primary and all ACCESSORY STRUCTURES, shall not exceed an amount equal to the square footage of the LOT or TRACT in which they are located (1:1).

B. Office

- OFFICE use will consist of various building typologies – such as larger corporate office buildings, small multi-tenant office buildings, and flex office buildings intended for assemblage and manufacturing uses. Each typology will have potentially a different BUILDING HEIGHT and design guidelines.
- Maximum height: five (5) STORIES.
- Minimum LOT AREA: none.
- Minimum side and rear yards:
 1. When nonresidential uses are platted adjacent to other nonresidential uses and integrated into an overall development with lots or lease spaces abutting one another, no side yard is required provided that the CITY'S Building Code requirements have been met.
- Floor to area ratio (F.A.R.): The gross square footage of all structures, including primary and all ACCESSORY STRUCTURES, shall not exceed an amount equal to the square footage of the LOT or TRACT in which they are located (1:1).
- There will no minimum LOT AREA limitations. Minimum BUILDING LINES will be established on a recorded plat; provided that if no BUILDING LINES are established on an approved site plan, the minimum FRONT YARD setback for the MAIN BUILDING may vary between ten (10) and twenty-five (25) feet; no minimum SIDE YARD setback is required as long as adjacent buildings conform to the CITY'S Building Code; and there will be no minimum REAR YARD setback.

C. Hotel (Full and Limited Service)

- The standards and criteria contained within this section are deemed to be minimum standards and shall apply to all new HOTEL buildings in the Heritage Ranch development.
- HOTEL shall be defined as a building with habitable rooms or suites which are reserved for guests who rent the rooms or suites on a daily basis, and with controlled access to the rooms via a lobby or interior hallway.
- The establishment shall furnish customary hotel services such as linen, maid service, telephone, use and upkeep of furniture.
- Building articulation shall be included on all facades.
 1. A porte-cochere or other covered area shall be provided immediately adjacent to the building entrance nearest the registration desk.
 2. Exterior balconies shall not be allowed within two hundred (200) feet of any residentially zoned property.
 3. All full service HOTELS may provide:

Exhibit 2 - Development Standards

- Swimming pool.
 - Other recreational facilities such as, but not limited to, exercise rooms equipped with exercise equipment, tennis or racquetball courts, spas, or game areas.
 - Full-service HOTELS shall provide a full-service RESTAURANT.
 - Meeting or conference facilities
- Maximum height: six (6) STORIES
- There will no minimum LOT AREA limitations. Minimum BUILDING LINES will be established on a recorded plat; provided that if no BUILDING LINES are established on an approved site plan, the minimum FRONT YARD setback for the main building may vary between ten (10) and twenty-five (25) feet; no minimum SIDE YARD setback is required as long as adjacent buildings conform to the CITY'S Building Code; and there will be no minimum REAR YARD setback.

C. ARENA / ENTERTAINMENT

- The arena/entertainment district is designed to encourage the concentration of recreational, entertainment and cultural uses to complement the development's HOTEL/convention center.
- Paved sidewalks, driveways and parking areas are required.
- Temporary overflow parking for events may be paved but can be grass, gravel, or other methods.
- Off-site parking shall be allowed adjacent to the arena site.
- Overnight trailer parking and RV hookups shall be screened from view of public roadways.
- Recreational vehicles, travel trailers or motor homes may be used on a temporary basis during events.
- All rooftop equipment shall be screened from view.
- Screening of loading and storage facilities is required.
- All horse stables and other animal holding areas should be fenced or screened from PUBLIC VIEW.
- There will no minimum LOT AREA limitations. Minimum BUILDING LINES will be established on a recorded plat; provided that if no BUILDING LINES are established on an approved site plan, the minimum FRONT YARD setback for the main building may vary between ten (10) and twenty-five (25) feet; no minimum SIDE YARD setback is required as long as adjacent buildings conform to the CITY'S Building Code; and there will be no minimum REAR YARD setback.

D. HEIGHT LIMIT EXCEPTIONS

- Unless noted in this PD, no specific BUILDING HEIGHT limits in the commercial or arena/entertainment standards.
- For all design categories, architectural embellishments not intended for human occupancy that are integral to the architectural style of the buildings, including but not limited to spires, belfries, towers, cupolas, domes, and roof forms shall not count towards BUILDING HEIGHT limitations.
- For commercial areas, mechanical equipment, including mechanical/elevator equipment enclosures, ventilation equipment, chimneys, exhaust stacks and flues, fire

Exhibit 2 - Development Standards

sprinkler tanks, and other similar constructions may extend above the actual BUILDING HEIGHT.

IV. ARCHITECTURAL STANDARDS

The Architectural Standards section will govern residential and commercial architectural elements and treatments related to the facade materials, roofs, service areas and other elements and standards.

The DIRECTOR may approve alternative exterior building materials if he/she determines that such materials are equivalent or better than those required herein and the same enhance the architectural design and creativity of the building or structure and do not adversely impact surrounding developed properties.

A. RESIDENTIAL - MULTIFAMILY / APARTMENTS

A. Façade Materials

1. Permitted primary building materials (which must cover not less than 75% of the area of the facade) should be:
 - Masonry/stone
 - Stucco/plaster
 - Cementitious siding [Hardie-plank™ or equivalent]
 - Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

B. Accent Elements

1. Multi-family/apartment accent building materials (which may cover no greater than 25% of the area of the facade) may be:
 - Pre-cast masonry (for trim and cornice elements only)
 - Gypsum reinforced fiber concrete (for trim elements only)
 - Metal (for beams, lintels, trim elements and ornamentation only)
 - Honed, colored or split-faced Concrete Masonry Unit (CMU) block (only for piers, foundation walls and chimneys)

C. Building Awnings and Canopies

1. Awnings and canopies when used should be architectural and constructed with fully OPAQUE materials that complement the building's character.
2. Awnings and canopies shall not be internally illuminated.

D. Building Roofs

1. Permitted roof materials:
 - Architectural asphalt shingles
 - Tile, clay or concrete (faux clay)
 - Slate (equivalent synthetic or better)
 - Metal (standing seam, equivalent or better)

Exhibit 2 - Development Standards

- Roofing material may be monolithic Thermoplastic Polyolefin (TPO) membrane or equivalent material.

E. Service Areas & Utilities

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the main structure, or a combination.
6. Perimeter fencing or screening shall not be required.
7. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
8. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

B. RESIDENTIAL – TOWNHOMES

A. Façade Materials

Facade treatments are those portions of a building's street elevation extending from the ground to the roof.

1. Permitted primary building materials (which must cover not less than 80% of the area of the facade) shall be:
 - Masonry/stone
 - Stucco/plaster
 - Cementitious siding [Hardie-plank™ or equivalent]
 - Wood siding
 - Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

B. Accent Elements

1. TOWNHOME accent building materials (which may cover no more than 20% of the area of the facade) may be:
 - Pre-cast masonry (limited trim and cornice elements only)
 - Gypsum reinforced fiber concrete (limited to trim elements only)
 - Metal (limited to roofing, beams, lintels, trim elements and ornamentation)
 - Honed, colored, or split-faced CMU block (but used only for piers, foundation walls and chimneys)

C. Building Roofs

1. Permitted roof materials:

Exhibit 2 - Development Standards

- 30-year dimensional shingles
- Tile, clay or concrete (faux clay)
- Slate (equivalent synthetic or better)
- Metal (may be limited to porches or accent roofs)
- 2. Roofing materials shall have a minimum 30-year rated warranty.
- 3. Authorized roof configurations:
 - Pitched roofs
 - Hip and gable roofs shall be symmetrically pitched 5:12 or greater.
- 4. Roofs, dormers and chimneys:
 - Dormers and chimney enclosures above the roof shall be finished with permitted primary building materials
 - Fireplace flues shall be enclosed and finished to be complimentary of the building's exterior.

D. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

C. RESIDENTIAL - PATIO HOMES

A. Façade Materials

Facade treatments are those portions of a building's street elevation extending from the ground to the roof.

1. Permitted primary building materials (which must cover not less than 80% of the area of the facade) shall be:
 - Masonry/stone
 - Stucco/plaster
 - Cementitious siding [Hardie-plank™ or equivalent]
 - Wood siding
 - Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

B. Accent Elements

1. Accent building materials (which may cover no more than 20% of the area of the facade) may be:
 - Pre-cast masonry (limited trim and cornice elements only)
 - Gypsum reinforced fiber concrete (limited to trim elements only)
 - Metal (limited to roofing, beams, lintels, trim elements and ornamentation)
 - Honed, colored, or split-faced CMU block (but used only for piers, foundation walls and chimneys)

C. Building Roofs

1. Permitted roof materials:
 - 30-year dimensional shingles
 - Tile, clay or concrete (faux clay)

Exhibit 2 - Development Standards

- Slate (equivalent synthetic or better)
- Metal (may be limited to porches or accent roofs)
- 2. Roofing materials shall have a minimum 30-year rated warranty.
- 3. Authorized roof configurations:
 - Pitched roofs
 - Hip and gable roofs shall be symmetrically pitched 5:12 or greater.
- 4. Roofs, dormers and chimneys:
 - Dormers and chimney enclosures above the roof shall be finished with permitted primary building materials.
 - Fireplace flues shall be enclosed and finished to be complimentary of the building's exterior.

D. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

D. RESIDENTIAL - SINGLE FAMILY HOMES

A. Façade Materials

Facade treatments are those portions of a building's street elevation extending from the ground to the roof.

1. Permitted primary building materials (which must cover not less than 80% of the area of the facade) shall be:
 - Masonry/stone
 - Stucco/plaster
 - Cementitious siding [Hardie-plank™ or equivalent]
 - Wood siding
 - Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

B. Accent Elements

1. Accent building materials (which may cover no more than 20% of the area of the facade) may be:
 - Pre-cast masonry (limited trim and cornice elements only)
 - Gypsum reinforced fiber concrete (limited to trim elements only)
 - Metal (limited to roofing, beams, lintels, trim elements and ornamentation only)
 - Honed, colored, or split-faced CMU block (but used only for piers, foundation walls and chimneys)

C. Building Roofs

1. Permitted Roof Materials:
 - 30-year dimensional shingles
 - Tile, clay or concrete (faux clay)
 - Slate (equivalent synthetic or better)

Exhibit 2 - Development Standards

- Metal (may be limited to porches or accent roofs)
- Roofing materials shall have a minimum 30-year rated warranty.
- 2. Authorized roof configurations:
 - Pitched roofs
 - Hip and gable roofs shall be symmetrically pitched 5:12 or greater.
- 3. Roofs, dormers and chimneys
 - Dormers and chimney enclosures above the roof shall be finished with permitted primary building materials.
 - Fireplace flues shall be enclosed and finished to be complimentary of the building's exterior.

D. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

E. COMMERCIAL – OFFICE

Prior to site and building permit requests, architectural building elevations shall be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

A. Materials and Colors

1. Large expanses of smooth material (e.g. concrete) should be broken up.
2. Large expanses of highly reflective surface and mirror glass exterior walls should be avoided.
3. Materials and colors for wall and monument signs should be compatible with the MAIN BUILDING'S colors and materials.
4. All exterior materials, textures and colors shall be appropriate for the architectural style or theme of the building.
5. Compatible colors on a single facade, or composition, should seek to add interest and variety while reducing building scale.

B. Building Lighting

1. The design of the building's exterior light fixtures shall be architecturally compatible to the character of the development.

C. Roof Forms

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

D. Service Areas & Utilities

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.

Exhibit 2 - Development Standards

3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.
6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

E. Canopies & Awnings

1. Canopies, awnings, arcades, and overhangs are encouraged over windows and entries along public sidewalks on the ground floor.
2. Canopies, awnings, and arcades should be designed with respect for the character and proportion of the building in terms of size, shape, and placement.
3. Use of a continuous awning for the windows on the upper floors is discouraged.
4. Brightly colored awnings are discouraged. Awnings should be compatible with the color and architectural style of the building.
5. Materials should be of the highest quality. Plastic or vinyl canopies should not be used.

F. Signage & Graphics

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.
2. Attached signage should consist of individual letters.

G. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

F. COMMERCIAL - FLEX OFFICE

Prior to site and building permit requests, architectural building elevations must be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

A. Façades Materials

1. Long, blank facades should be avoided to the extent possible.
2. Facades of large buildings visible from a PUBLIC STREET should include architectural features such as reveals, windows and openings.
3. Primary building entries should be readily identifiable.
4. Steel/Metal siding
5. Steel structural supports

B. Accent Elements

Exhibit 2 - Development Standards

1. Accent building materials (near 5% of the area of the facade) may be:
 - Limestone
 - Other masonry
 - Hone, colored or split-faced CMU block

C. Materials and Colors

1. Large expanses of smooth material (e.g. concrete) should be broken.
2. Large expanses of highly reflective surface and mirror glass exterior walls should be avoided.
3. Compatible colors on a single facade, or composition, should add interest and variety while reducing building scale.

D. Roof Forms

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

E. Building Lighting

1. The design of the building's exterior light fixtures and their structural supports shall be architecturally compatible to the character of the development.

F. Service Areas & Utilities

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.
6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

G. Building Signage

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.
2. Attached signage should consist of individual letters.

H. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

Exhibit 2 - Development Standards

G. COMMERCIAL - HOTEL (FULL AND LIMITED SERVICE)

Prior to site and building permit requests, architectural building elevations must be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

A. Building Materials

All construction must have an exterior facade of a minimum of eighty (80) percent glass, brick, masonry, stone, stucco, EIFS, or other cementitious type of materials on each facade. The remaining twenty (20) percent may be of any other building code acceptable material of a contrasting color, texture, or design.

1. Large expanses of smooth material (e.g. concrete) should be broken up.
2. Large expanses of highly reflective surface and mirror glass exterior walls should be avoided.
3. All exterior materials, textures and colors should be appropriate for the architectural style or theme of the building.
4. Compatible colors on a single facade, or composition, should add interest and variety while reducing building scale.
5. Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

B. RV Parking

1. Any parking designated for trucks, recreational vehicles and other large vehicles shall be placed in a defined location.

C. Roof Forms

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

D. Building Lighting

1. The design of the building's exterior light fixtures and their structural supports shall be architecturally compatible to the character of the development.

E. Service Areas & Utilities

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.

Exhibit 2 - Development Standards

6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

F. Canopies & Awnings

1. Canopies, awnings, arcades, and overhangs are encouraged over windows and entries along public sidewalks on the ground floor.
2. Canopies, awnings, and arcades should be designed with respect for the character and proportion of the building in terms of size, shape, and placement.
3. Use of a continuous awning for the windows on the upper floors is discouraged.
4. Brightly colored awning is discouraged. Awnings should be compatible with the color and architectural style of the building.
5. Materials should be of the highest quality. Plastic or vinyl canopies should not be used.

G. Building Signage

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.
2. Attached signage should consist of individual letters.

H. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

H. COMMERCIAL

Prior to site and building permit requests, architectural building elevations must be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

A. Facade Materials

Permitted primary building materials (which must cover not less than 75% of the area of the facade) shall be:

1. Masonry/stone
2. Stucco/plaster
3. Cementitious siding (Hardie-plank™ or equivalent)
4. Other primary building materials shall be required to obtain a special exception as a part of DETAILED SITE PLAN approval.
5. Other primary building materials not approved by the DIRECTOR shall be required to obtain a variance from the Planning and Zoning Commission as a part of DETAILED SITE PLAN approval.

B. Accent Elements

1. Accent building materials (which may cover no more than 25% of the area of the facade) may be:

Exhibit 2 - Development Standards

- Pre-cast masonry
- Gypsum reinforced fiber concrete
- Limestone
- Other masonry
- Metal
- Honed, colored or split-faced CMU block

C. Roof Forms

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

D. Building Lighting

1. The design of the building's exterior light fixtures and their structural supports shall be architecturally compatible to the character of the development.

E. Building Awnings and Canopies

1. Materials, illumination and location:
 - Awnings and canopies shall be architectural and constructed with fully OPAQUE materials that complement the building.
 - Awnings and canopies shall not be internally illuminated.

F. Service Areas & Utilities

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.
6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

G. Building Signage

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.
2. Attached signage should consist of individual letters.

H. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

Exhibit 2 - Development Standards

I. COMMERCIAL - ARENA / ENTERTAINMENT

Prior to site and building permit requests, architectural building elevations must be approved with the DETAILED SITE PLAN to ensure continuity and consistency of development of the Property.

A. Facade Materials

Permitted primary building materials which will follow the design style of a North Texas ranch /livestock arena (which must cover not less than 95% of the area of facade) shall be:

1. Steel/Metal siding
2. Steel structural supports

B. Accent Elements

1. Accent building materials (near 5% of the area of the facade) may be:
 - o Limestone
 - o Other masonry
 - o Hone, colored or split-faced CMU block

C. Roof Forms

1. The design of the building's roof forms and their structural supports shall be architecturally compatible with the image and character of the development.

D. Building Lighting

1. The design of the building's exterior light fixtures and their structural supports shall be architecturally compatible to the character of the development.

E. Service Areas & Utilities

1. Solid waste, storage, and equipment areas shall be screened from PUBLIC VIEW.
2. All installed equipment, electrical rooms, and service rooms shall be placed within the footprint of the structure.
3. Air conditioning units, chillers, emergency generators and related components can be located outside if screened from PUBLIC VIEW.
4. Air conditioning units may be located at grade and screened from PUBLIC VIEW and/or located on the roof of said structure.
5. All screening devices shall consist of LANDSCAPING, material compatible with the architectural character of the MAIN BUILDING, or a combination.
6. Location of solid waste facilities shall be approved at the time of DETAILED SITE PLAN approval.
7. Access to solid waste facilities shall be provided by a metal gate or door equal to the height of any screening wall.

F. Building Signage

1. Signage may be wall-mounted, projecting, combined with awnings, or placed on windows.

Exhibit 2 - Development Standards

2. Attached signage should consist of individual letters.
3. Signage will be large to be in scale with this building.

G. Underground Utilities

1. To the extent it is practical, all electrical, phone, cable and similar types shall be underground.

V. SITE ELEMENTS - *Lighting, parking, and signage standards*

The Site Elements section establishes the standards for public/private exterior space lighting, provision of adequate parking, and compatible signage.

A. LIGHTING

Illumination is key to the safety and enjoyment of exterior environments by citizens, patrons, and guests of Heritage Ranch.

A. Pedestrian Trail

Sidewalk lighting with standard poles, pedestrian height poles, bollards and/or wall mounted fixtures are allowed on PEDESTRIAN TRAILS.

B. Commercial Streets

Streets in the Commercial and Entertainment Regions are typically designed to create a pedestrian oriented shopping or commercial district that includes special themed lighting. Decorative or themed lighting to create a special pedestrian street environment in the Commercial and Entertainment Regions will be allowed. These themed lights should be mounted on pedestrian-scaled poles. Use of LANDSCAPING, signage, and seating may be used in conjunction with the themed lighting to create a pedestrian street environment.

C. Parking Lot

Standard poles and fixtures shall be of a single color, compatible with the architecture of the building.

D. Street Lighting

1. General
 - All new developments should provide pedestrian scaled streetlights where feasible.
 - All new ALLEYS should have lights mounted on outbuildings or garages. These lights should be connected to a separate circuit other than the MAIN BUILDING.
 - Outdoor lighting should create and encourage a pedestrian friendly environment, which is especially beneficial to residential neighborhoods and neighborhood business districts. Pedestrian-scale lights should improve

Exhibit 2 - Development Standards

sidewalk illumination for pedestrian traffic and enhance community safety and business exposure.

- Street lighting should be designed to be appropriate to its neighborhood identity. Such things as height of lamp post, lamp head and lighting source and spacing can all be calibrated accordingly.
- Where existing light poles provide street lighting, new light fixtures may be mounted on existing poles to maximize resources and minimize installation time. A more expensive option is to install the new light fixtures on top of free-standing poles that receive power via underground conduit.

2. Size

- The height of lamp posts should be designed to be proportional to the width of the street. The general regulated height of streetlamps should be 12 to 15 feet for pedestrian-oriented neighborhoods. Typically, the 12-foot lampposts should be used for streets in residential neighborhoods and the 15-foot lampposts should be used on all other street types. This is not required for parking areas.
- For those STREET INTERSECTIONS that require more light, the 20-foot lamppost can be instituted for safety, but should be used only if necessary.

3. Location

- The minimum clearance from a streetlight pole to the face of curb should be 2 feet.
- The minimum clearance from a streetlight pole to the edge of a sidewalk should be 1 foot.
- The minimum clearance from a streetlight pole to the centerline of a tree should be 20 feet.
- A consistent on-center distance for lampposts should be established appropriate to the location. Typically, this dimension is 90 feet on center.
- On residential side streets, light posts should be placed within the parkway (tree planting strip) where one exists or within 2 feet from the curb when such a location does not reduce the sidewalk dimension to less than 5 feet.
- In existing residential neighborhoods, when street lighting will be added and neither of the above conditions can be met, lamp posts should be placed within one foot of the sidewalk in the front yard (front setback), provided a utility EASEMENT is already in place in that location.
- Lighting poles may be alternating sequence from one side of the street to the other, to ensure continuous light pockets.

4. Character

- All lamp posts should have a base, a middle and a top.
- Where applicable, the style of the street fixtures should be consistent.
- High-pressure sodium lights are prohibited. LED lights are encouraged.
- Cobra-heads shall not be used on streets in residential neighborhoods or pedestrian-oriented commercial streets. Cobra-heads should only be used on high-volume traffic streets.

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- Shoebox style lighting should not be used, except in large parking areas, or on the rear of buildings.
- Column streetlights should be used on streets in residential neighborhoods .
- Multi-head column streetlights may be used on all other street types.

B. PARKING

Surface parking required for uses within the Residential, Commercial, and Entertainment Regions.

Parking lots with two hundred (200) spaces or more shall be divided into separate areas divided by LANDSCAPED areas or sidewalks measuring a minimum of ten (10) feet in width or by a building or group of buildings.

1. Pedestrian sidewalks shall be directly linked to entrances and the internal circulation of the building.
2. Connections shall be made when feasible to any streets adjacent to the property and to any pedestrian facilities that connect to the property unless pedestrian and/or traffic hazards prohibit such connections.
3. Adjacent nonresidential sites shall provide cross vehicular access between nonresidential lots.

Minimum Parking Requirements

Minimum parking requirements for each land use is noted below.

A. Residential

The minimum number of car parking spaces shall be provided in accordance with the following ratios:

1. Single-family dwelling units: two (2) spaces per unit on a paved driveway all concrete or similar paved surface such as turf pavers, brick pavers, or asphalt.
2. Two-family dwelling units: four (4) spaces per dwelling (two spaces per unit).
3. Efficiency units (zero bedrooms): one (1) space per unit.
4. One-bedroom units (apartments): one and one half (1.5) spaces per unit. Tuck-under and/or tandem parking shall count towards the minimum parking requirements.
5. Two-bedroom units (apartments): two (2) spaces per unit. Tuck-under and/or tandem parking shall count towards the minimum parking requirements.
6. Three-bedroom units (apartments): two and one half (2.5) spaces per unit. Tuck-under and/or tandem parking shall count towards the minimum parking requirements.

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7. Four-bedroom units (apartments): three (3) spaces per unit. Tuck-under and/or tandem parking shall count towards the minimum parking requirements.

B. Retail

One (1) space per 250 SF of gross floor area.

C. General Commercial

One (1) space per 250 SF of gross floor area.

D. Arena

One (1) space per four (4) seats

E. Restaurant

One (1) space per 150 SF of gross floor area.

F. Office

One (1) space per 300 SF of gross floor area.

G. Hotel (Limited and Full Service)

Parking shall be provided in accordance with the following standards:

1. One (1) space per guest room,
2. Plus one (1) space per each five (5) RESTAURANT or lounge area seats,
3. Plus one (1) space for each one hundred twenty-five (125) square feet of meeting/conference room area.

H. On-Street Parking

The Heritage Ranch PD will allow on-street parking per CODE on the street types as defined within this document . The street types that will include this parking are the Urban Street and Collector.

I. Requirements

1. On-street parking within 200 feet of a LOT shall be counted toward the total required parking for that LOT.
2. Upon submittal of an acceptable comprehensive parking plan for a region, or for substantial portions of a region, the DIRECTOR may recommend alternative parking requirements contained in the submitted plan to the Planning and Zoning Commission for adoption and approval

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provided that such alternatives are consistent with this PD and the overall Development

3. A parking plan is required at the time of DETAILED SITE PLAN submittal.

C. WAYFINDING AND SIGNAGE

Unless specifically provided for below or addressed in other sections of this PD, the Development shall conform to the Sign Requirements set forth in the CODE. Required signage within the public right of way shall meet the minimum requirements of the Texas Manual on Uniform Traffic Control Devices.

- A. A sign plan for a region is required at the time of DETAILED SITE PLAN submittal.
- B. A wayfinding system providing directional and informational signs that are attractive, clear and consistent in theme, location, and design shall be allowed throughout the Development.
- C. Signs for a retail, office or similarly permitted use may be hung from the front of the building and may extend perpendicularly up to 30 inches into the pedestrian sidewalk provided that the bottom of such sign shall be at least 8 feet above the pedestrian sidewalk.
- D. Wayfinding and Signage within the Development shall conform generally to the design pallet, theme, and architectural elements of the Development.
- E. Upon submittal of an acceptable sign plan for a region, or for a substantial portion of a region, the DIRECTOR may recommend alternative wayfinding and signage requirements contained in the submitted plan to the Planning and Zoning Commission for adoption and approval, provided that such alternatives are recommend by the developer and consistent with this PD and the overall Development.
- F. Portable or wheeled signs located outside any building shall be prohibited.

VI. LANDSCAPE STANDARDS

LANDSCAPING standards are used to promote a flexible framework of planting and green areas that enhance and safeguard property values while aiding in erosion control, noise abatement, glare and reflection control, buffering between land uses.

A. LANDSCAPE

A. Landscape Definition

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LANDSCAPING shall be defined, for the purposes of these requirements, as plant material including, but not limited to, grass, trees, shrubs, flowers, vines and other ground cover.

B. Site Definition

Site shall be defined, for the purposes of these guidelines, as any plot, TRACT or PARCEL of land or combination of contiguous lots, TRACTS or PARCELS of land.

C. Compliance

LANDSCAPING shall conform to the following:

1. LANDSCAPING shall be required on all developments and shall be completed prior to the issuance of the certificate of occupancy.
2. Due to certain circumstances, conditions, or hardships, the DIRECTOR may authorize a reasonable delay for planting of new landscape materials, in which case, a certificate of occupancy may be issued.
3. If such a delay is authorized by the DIRECTOR, all LANDSCAPING shall be planted not later than the date provided in the authorization from the DIRECTOR.
4. All LANDSCAPING shall be installed so as to avoid hazards.
5. Upon submittal of an acceptable LANDSCAPING and/or screening plan for a region, or for substantial portions of a region, the DIRECTOR may recommend alternative LANDSCAPING and screening requirements contained in the submitted plan to the Planning and Zoning Commission for adoption and approval, provided that such alternatives are recommended by the developer and consistent with this PD and the overall Development.
6. A LANDSCAPING plan is required at the time of DETAILED SITE PLAN approval.
7. Tree and LANDSCAPING:
 - The CITY finds that the planting of trees aids in the stabilization of soil by preventing erosion and sedimentation, generates oxygen, and provides a buffer.
 - This document shall apply to all new residential and commercial construction.
 - Any lot having a building setback of greater than ten (10) feet shall have at least one (1) front yard tree of at least three (3) caliper inches in diameter.

B. SCREENING

- LANDSCAPING shall be a permitted screening mechanism.

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- If LANDSCAPING is used as a screening mechanism, screening height shall be a minimum of three (3) feet at full maturity of landscape unless otherwise noted in this Section.
- All LANDSCAPING shall be installed so as to avoid hazards.
- Shrubs of sufficient height when used alone, or in conjunction with other materials, shall meet the minimum height requirements of this Section.
- Masonry walls shall be a permitted screening mechanism.
- Wood OPAQUE fencing and walls shall be permitted as a screening mechanism and must be maintained in good condition without fallen and/or rotten wood.
- Metal OPAQUE fencing shall be permitted as a screening mechanism as ornamental metal, tubular steel or similar material with a consistent design and finished in black.
- Privacy fences in the Residential Region shall consist of wood, ornamental metal with a consistent design and finished in black, or masonry fence materials.
- Where residential uses are incorporated into commercial uses and in multi-family areas, screening walls or mechanisms shall not be required.
- Fence and wall materials and locations will be approved as part of the DETAILED SITE PLAN approval.
- Fences and walls consisting of materials or placed in locations not addressed in this Section, may be approved as part of the DETAILED SITE PLAN approval.
- Site features noted below hereinafter shall be screened in accordance with above requirements.

A. Rear Yards and Service Side

Rear yard, or servicing side of a nonresidential use immediately adjacent to a PUBLIC STREET shall be screened. If LANDSCAPING is used as a screening mechanism, the average height of the LANDSCAPING shall be a minimum of six (6) feet at full maturity.

B. Loading Docks

Loading docks shall be screened from PUBLIC VIEW where a nonresidential use is immediately adjacent to a PUBLIC STREET. If LANDSCAPING is used as a screening mechanism, the average height of the LANDSCAPING shall be a minimum of six (6) feet at full maturity.

C. Solid Waste

All solid waste areas shall be screened from PUBLIC VIEW. If LANDSCAPING is used as a screening mechanism, the average height of the LANDSCAPING shall be a minimum of six (6) feet at full maturity.

D. Ground-mounted Equipment

When practical, large ground-mounted equipment including, but not limited to, pad-mounted transformers, telephone switch boxes and gas meters, shall be

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reasonably screened or located away from the view of PUBLIC STREET. If LANDSCAPING is used as a screening mechanism, the average height of the LANDSCAPING shall be a minimum of three (3) feet at full maturity

C. PARKING LOTS AND STREETS

- Screening of nonresidential OFF-STREET PARKING lots over twenty-five (25) spaces shall be landscaped.
- All areas that are used for parking shall conform to the minimum LANDSCAPING requirements within the CITY for such use.
- LANDSCAPING shall consist of a combination of such plant materials as follows: ground cover, shrubs, vines, hedges, trees, or other such materials.
- Required street trees will be planted within the streetscape areas identified on the typical street sections found in Section II, B of this PD, with the exception of the typical street section for the Collector the Urban Street. Trees for these street sections may be located outside the Pedestrian Realm and be included in the front yard setback area.
- Required street trees may be clustered if approved by the DIRECTOR in order to facilitate, among other things, creative design, visibility, or safety.
- For the Minor Arterial and Collector street sections set forth in this PD, street trees will be provided at a minimum of one tree for every 100 linear feet.
- Tree wells are permitted and may be covered with grates, living plant materials or some permeable non-living material.
- Street trees to be at least three (3) caliper inches in diameter.

D. FENCES AND WALLS

- Residential Region: no fence, hedge or enclosure wall shall exceed a height of eight (8) feet.
- Commercial and Entertainment Region: fences may be erected to a height of ten (10) feet if used for security purposes.

VII. PARKS, TRAILS AND OPEN SPACE STANDARDS

The Open Space Framework plan is attached as Exhibit “B” and shall serve as the guiding document for the general locations and types of OPEN SPACES and trails that shall be provided in the Heritage Ranch PD. The exact location of each OPEN SPACE and trail shall be determined at the time of DETAILED SITE PLAN.

A. PARK

Final designs consistent with these typical park designs shall be produced as final alignment and engineering are performed for each DETAILED SITE PLAN submittal.

B. LAKES AND OPEN SPACE

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Final designs consistent with these lake and OPEN SPACE typical designs shall be produced as final alignment and engineering are performed for each DETAILED SITE PLAN submittal.

C. PEDESTRIAN TRAILS

Connected pedestrian access shall be provided throughout much of the development and shall include internal neighborhood trails constructed in phases concurrent with the construction of such neighborhoods that ultimately connect to the master trail system identified during the DETAILED SITE PLAN.

Final designs consistent with these typical PEDESTRIAN TRAIL designs shall be produced as final alignment and engineering are performed for each DETAILED SITE PLAN submittal. Materials for trail construction are permitted to be concrete, decomposed granite, or other durable and applicable material suitable for trails as submitted by developer and approved by the DIRECTOR.

VIII. DEFINITIONS

For purposes of this PD Document, certain words and terms are to be used and interpreted as defined hereinafter unless the context of such use clearly indicates otherwise. Where a word or phrases is printed in CAPITAL LETTERS, it is being used as a defined herein. Words used in the present tense shall also include the future tense; words used in the masculine gender shall also include the feminine gender; words used in the singular number shall also include the plural number; and words in the plural number shall also include the singular number, except where the natural construction of the writing indicates otherwise. Words and phrases not defined within these Definitions, but which are defined in the Code shall have the meaning provided such words and phrases in the Code.

The word "shall" is mandatory and not directory. For any term or use not defined herein, Webster's Dictionary (latest edition) shall be used.

Accessory dwelling. A separate living unit, DETACHED from the primary structure, complete with kitchen, bathroom and sleeping facilities.

Accessory structure. A structure located on the same premise that is customarily incidental, DETACHED and subordinate to the primary structure or use.

Agriculture. The use of any TRACT of land for the production of animal or vegetable life; uses include, but are not limited to, the pasturing, grazing, and watering of livestock and the cropping, cultivation, and harvesting of plants.

Alley. A minor right-of-way that is dedicated to public use and which affords a secondary means of vehicular access to the back or side of properties otherwise abutting a street, and which may be used for public utility purposes.

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Amusement services. A commercial facility that includes, but is not limited to, bowling alleys, movie theatres, music halls, indoor skating rinks, video arcades, pool and billiard halls, shuffleboard courts, baseball hitting ranges, miniature golf, golf driving ranges and shooting arcades.

Arena. A large civic building or group of buildings designed for concerts, community events, sporting events, livestock events, conventions, industrial shows, and like kind events.

Assisted living facility. An establishment that furnishes, in one or more facilities, food and shelter to four or more persons who are unrelated to the proprietor of the establishment and provides personal care services pursuant to the applicable regulations contained in the Texas Health and Safety Code.

Bed and breakfast. A DWELLING arranged or used for lodging for compensation, with or without meals.

Building. Any structure used or intended for supporting or sheltering any use or occupancy.

Building height. The vertical distance measured from the ground immediately adjacent to the foundation to the eave line of the building

Building line. The line established by law, beyond which a building shall not extend, except as specifically provided by law. Such lines to include front, rear, and side yard setbacks.

Building, main. A building in which the principal use of the lot on which it is situated is conducted. In a residential district any dwelling shall be deemed to be a main building on the lot on which it is situated.

Car wash. A place or business equipped for washing cars and other motor vehicles.

Childcare facility. A facility licensed, certified, or registered by the department to provide assessment, care, training, education, custody, treatment, or supervision for a child who is not related by blood, marriage, or adoption to the owner or operator of the facility, for all or part of the 24-hour day, whether or not the facility is operated for profit or charges for the services it offers.

Church/place of worship. An institution that people regularly attend to participate in or hold religious services, meetings, or other activities. This term does not carry a secular connotation and includes the buildings or other locations in which the religious services of any denomination are held.

City. The City of Sherman, Texas.

City council. The governing body of the City.

City manager. The city manager of the City or his/her designee.

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Civic center. A building or group of buildings containing administrative offices for the operations of local government that is:

- (a) owned and operated by the CITY or Grayson County and
- (b) used predominantly for office and meeting space for local government and/or community activities.

Code. The City of Sherman Code of Ordinances.

Community garden. A community garden is a single piece of land gardened collectively by a group of people. Community gardens utilize either individual or shared plots on private or public land while producing fruit, vegetables, and/or plants grown for their attractive appearance.

Community service. A facility that is designed for the benefit of the public or its institutions including but not limited to community centers, libraries, post offices, agencies, etc.

Continuing care retirement community. A housing development designed to provide a full range of accommodations for older adults (55 years of age or older), including independent living, assisted living and skilled full-time nursing or medical care, that may consist of single family DETACHED and attached, duplex, triplex, quadraplex and/or multi-story structures.

Convalescent and nursing homes. An establishment that furnishes, in one or more facilities, food and shelter to four or more persons who are unrelated to the proprietor of the establishment and provides minor treatment under the direction and supervision of a physician licensed by the Texas State Board of Medical Examiners, or other services that meet some need beyond the basic provision of food, shelter, and laundry pursuant to the applicable regulations contained in the Texas Health and Safety Code.

Detailed Site Plan. Site plan approved by the CITY.

Density. The total number of residential buildings allowed upon a given TRACT of land usually expressed in total number of units per gross acres or net acre.

Detached. Having no physical connection above the top of the floor line of the first floor with any other building or structure.

Director. The Director of Development Services for the CITY or his/her designee or the CITY MANAGER if such position is vacant, no longer exists, or is terminated by the CITY.

Dwelling. Any building or portion thereof, which is designed or used exclusively for residential purposes.

Dwelling, multi-family. A building or portion of a building having suitable accommodations for two or more families, living independently of each other, who may or may not have joint uses of utilities, halls, yards, etc. This term includes PREMISES occupied more or less permanently for residential purposes in which rooms are occupied in apartments, suites or groups, such as duplexes, apartments, dormitories, lodging houses, rooming houses, and all the dwellings similarly occupied.

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Dwelling, one-family. A DETACHED building used exclusively for residential purposes having suitable accommodations for only one family. Also known as single-family.

Easement. A grant of one or more of the property rights by the property owner to and/or for the use by the public, a corporation or another person or entity.

Educational facility. Public and private primary, secondary and post-secondary educational facilities offering instruction in the branches of learning and study required to be taught by the Texas Education Agency; and such federally funded educational programs for preschool children as the Head Start Program.

Entertainment. Includes shows, plays, skits, musical revues, children's theater, dance productions, public dance, musical concerts, opera and the production or provision of sights or sounds or visual or auditory sensations which are designed to or may divert, entertain or otherwise appeal to members of the public who are admitted to a place of entertainment, which is produced by any means, including radio, television, video reproduction, piano, orchestra or band or any other musical instrument, slide or movie projector, spotlights, or interruptible or flashing light devices and decoration.

Exhibition hall. A large civic building or group of buildings designed for conventions, industrial shows, and the like, having large unobstructed exhibit areas and often including conference rooms, HOTEL accommodations, RESTAURANTS, and other facilities.

Family. One or more persons related by blood, marriage, or adoption; or a group not to exceed four persons not all related by blood or marriage, adoption or guardianship, occupying a DWELLING unit.

Family home. A home that provides regular care in the caretaker's own residence for not more than six children under 14 years of age, excluding children who are related to the caretaker, and that provides care after school hours for not more than six additional elementary school children, but the total number of children, including children who are related to the caretaker, does not exceed 12 at any given time. The term does not include a home that provides care exclusively for any number of children who are related to the caretaker pursuant to the applicable regulations contained in the Texas Human Resources Code.

Fraternal organization, lodge, civic club, or union. An organized group having a restricted membership and specific purpose related to the welfare of the members such as Elks, Masons, Knights of Columbus, or a labor union.

Fuel Sales. An establishment engaged in the selling of retail fuel or gasoline and incidental goods and merchandise to the general public for personal or household consumption.

Greenway. A corridor of undeveloped land preserved for recreational use or environmental protection.

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Hospital. An establishment that offers services, facilities, and beds for use for more than 24 hours for two or more unrelated individuals requiring diagnosis, treatment, or care for illness, injury, deformity, abnormality, or pregnancy and that regularly maintains, at a minimum, clinical laboratory services, diagnostic X-ray services, treatment facilities including surgery or obstetrical care or both, and other definitive medical or surgical treatment of similar extent pursuant to applicable regulations of the Texas Health and Safety Code.

Hotel. A building containing guest rooms, rented for less than 30 days and designed to be used for sleeping purposes, which provides a common entrance, lobby, halls and stairways. Includes full-service and limited-service hotels.

Independent Senior Living facility. A residence facility (multi-family, attached and/or DETACHED dwellings) that is designed for residents 55 years and older who do not require nursing care.

Kiosk. A small stand-alone structure, with one or more open sides, that is used to vend merchandise or services, or for providing information, either by posting, or on a computer screen.

Landscaping. Grass, trees, shrubs, vines, ground cover or flowers planted and maintained to enhance appearance of a development. Landscaping may include non-botanical features, such as walks, fountains, reflecting pools, art works, rain gardens and storm water management features as approved by the DIRECTOR.

Livestock Showing. A livestock show is an event where livestock are exhibited and judged on certain phenotypical breed traits as specified by their respective breed standard. Many times tickets are sold to view the event.

Livestock Stables. A stable is a BUILDING in which livestock, especially horses and cattle, are kept. It most commonly means a building and/or area that is divided into separate stalls for individual animals.

Lot. A platted (as specified in the Texas Local Government Code) PARCEL of land that is occupied or intended to be occupied by one main building (or a group of main buildings) and any accessory building(s), which includes such parking, LANDSCAPING and OPEN SPACE as are required by this ordinance or other laws and/or ordinances, and also which has its principal LOT FRONTAGE upon a PUBLIC STREET.

Lot area. The total area, measured on a horizontal plane, included within LOT LINES.

Lot, corner. A lot which has at least two adjacent sides abutting for their full lengths upon a street, provided that the interior angle at the intersection of such two sides is less than 135 degrees.

Lot depth. The mean horizontal distance between the front and rear LOT LINES.

Lot, interior. A lot other than a CORNER LOT.

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Lot frontage. That dimension of a lot or portion of a lot abutting onto a PUBLIC STREET, excluding the side dimension of a CORNER LOT.

Lot lines or property lines. The lines bounding a lot as defined herein.

Lot width. The horizontal distance measured between side LOT LINES parallel to the front LOT LINE, and measured from the point on the BUILDING LINE that is closest to the front LOT LINE.

Manufacturing Business. A commercial enterprise covering a small area of land, which provides work performed by automation, individually, or as a team. Typically provides tangible products. Products can be produced, stored, or distributed from such business or enterprise. Such commercial enterprise does not include heavy manufacturing.

Market (public). Markets located on public property, where independent merchants can sell their products to the public. Typical products sold at public markets include fresh produce, various other food items and crafted goods.

Medical office/service. Including but not limited to ambulatory surgery center, urgent care center, hospice, hospice services and home health service.

Microbrewery. A combination retail, wholesale and manufacturing business that brews and serves beer and/or food.

Offices. A room or group of rooms used for the provision of executive, management and/or administrative services. Typical uses include administrative offices and services including real estate, insurance, property management, investment, personnel, travel, secretarial services, telephone answering, and business offices of public utilities, organizations and associations, but excluding MEDICAL OFFICES.

Off-street parking. Off-street parking spaces provided in accordance with the requirements of this ordinance, located on the LOT or TRACT occupied by the main use or within 200 feet of such LOT or TRACT, and located within the same zoning region as the main use or in an adjacent parking district.

Opaque. Not able to be seen through and/or not transparent.

Open space. In land-use planning, urban green space is open-space areas reserved for parks and other "green spaces", including plant life, water features and other kinds of natural environment. Most urban open spaces are green spaces, but occasionally include other kinds of open areas.

Outdoor recreation. An area designed for active outdoor recreation, whether publicly or privately owned, including, but not limited to, baseball diamonds, soccer and football fields, campgrounds, golf courses, tennis courts and swimming pools.

Parcel. Any unplatted TRACT of land, or any portion of an unplatted TRACT of land (also see TRACT).

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Park/playground. An area of land set aside for public or private use, as a piece of land with few or no buildings within or adjoining a town, maintained for recreational and ornamental purposes.

Pedestrian trails. A trail is usually a path, track or unpaved lane or road. The term is also applied, in North America, to routes along rivers, and sometimes to highways.

Premises. Land together with any buildings or structures situated thereon.

Private club. An establishment providing social and/or dining facilities which may provide alcoholic beverage service, to an association of persons, and otherwise falling within the definition of, and permitted under the provisions of the applicable regulations in the Texas Alcoholic Beverage Code, that pertains to the operation of private clubs.

Professional service. Work performed which is commonly identified as a profession, and which may be licensed by the State of Texas.

Public garage/parking structure. A surface lot, parking structure or other facility owned, operated or maintained by the city, to provide parking to the general public.

Public park, State park, Municipal Park. *Public park:* a park in public space; *state park:* a park owned by a U.S. state; *municipal park:* a park owned by the city.

Public plaza. A public square in a city or town often featuring sidewalk, trees and shrubs, places to sit, and sometimes shops.

Public streets. A public street is any road open for public travel, under the jurisdiction of a public authority and maintained by a public authority.

Public view. Any area, equipment, or structure which can be viewed by the public from any PUBLIC STREET, PUBLIC PLAZA, or PUBLIC PARK.

Reservation. A TRACT of public land set aside.

Restaurant. An eating establishment where customers are primarily served at tables or are self-served, where food is consumed on the PREMISES, which may include a drive-through window(s) or where facilities are provided on the PREMISES which encourage the serving and consumption of food in automobiles on or near the restaurant PREMISES.

Retail. An establishment engaged in the selling of goods and merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods.

School (K through 12). An institution for the instruction of children or people under college age.

School, other. Any institution for the instruction of people not considered a "school (K through 12)."

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Schoolyards. The area next to or surrounding a school where students typically play games or sports.

Seasonal uses. Seasonal uses include the sales of items such as Christmas trees, pumpkins, snow cones, fresh produce, and other items which are typically only available at certain times of the year.

Service Business. A commercial enterprise, which provides work performed in an expert manner by an individual or team, for the benefit of its customers. Typical services businesses provide intangible products, such as accounting, banking, consulting, cleaning, landscaping, education, insurance, treatment, and transportation services, where no exterior storage of equipment or stock are stored.

Story/Stories. That portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above.

Street. Any dedicated public thoroughfare that affords the principal means of access to abutting property. A Street is termed a major thoroughfare or arterial when the right-of-way is greater than 60 feet.

Street intersection. Any street that joins another street at an angle, whether or not it crosses the other.

Telemarketing agency. An establishment that solicits business or the purchase of goods and/or services by telephone only. No sales of goods or services to the public occurs at or on the PREMISES. No products are stored at or on the PREMISES.

Townhouse. A one-family dwelling unit that may be constructed in a group of attached units separated by PROPERTY LINES in which each unit extends from foundation to roof and with open space on at least two sides.

Tract. A single PARCEL or lot.

Use. The purpose for which land or buildings are or may be occupied in a zoning district.

Utilities (public). Any facility or structure which provides services to the general public including but not limited to electric, gas, telephone, water, and television cable systems either publicly or privately owned.

Veterinarian clinic. An establishment where animals are admitted for examination and medical treatment.

Yard. An open space at grade between a building and the adjoining LOT LINES, unoccupied and unobstructed by any portion of a structure from the ground upward, except where otherwise specifically provided in this ordinance that the building or structure may be located in a portion of a yard required for a main building. In measuring a yard for the purpose of determining the width

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of the side yard, the depth of a front yard or the depth of a rear yard, the shortest horizontal distance between the LOT LINE and the main building shall be used.

Yard, front. A yard located in front of the front elevation of a building and extending across a lot between the side yard lines and being the minimum horizontal distance between the front PROPERTY LINE and the outside wall of the main building. Also known as front yard.

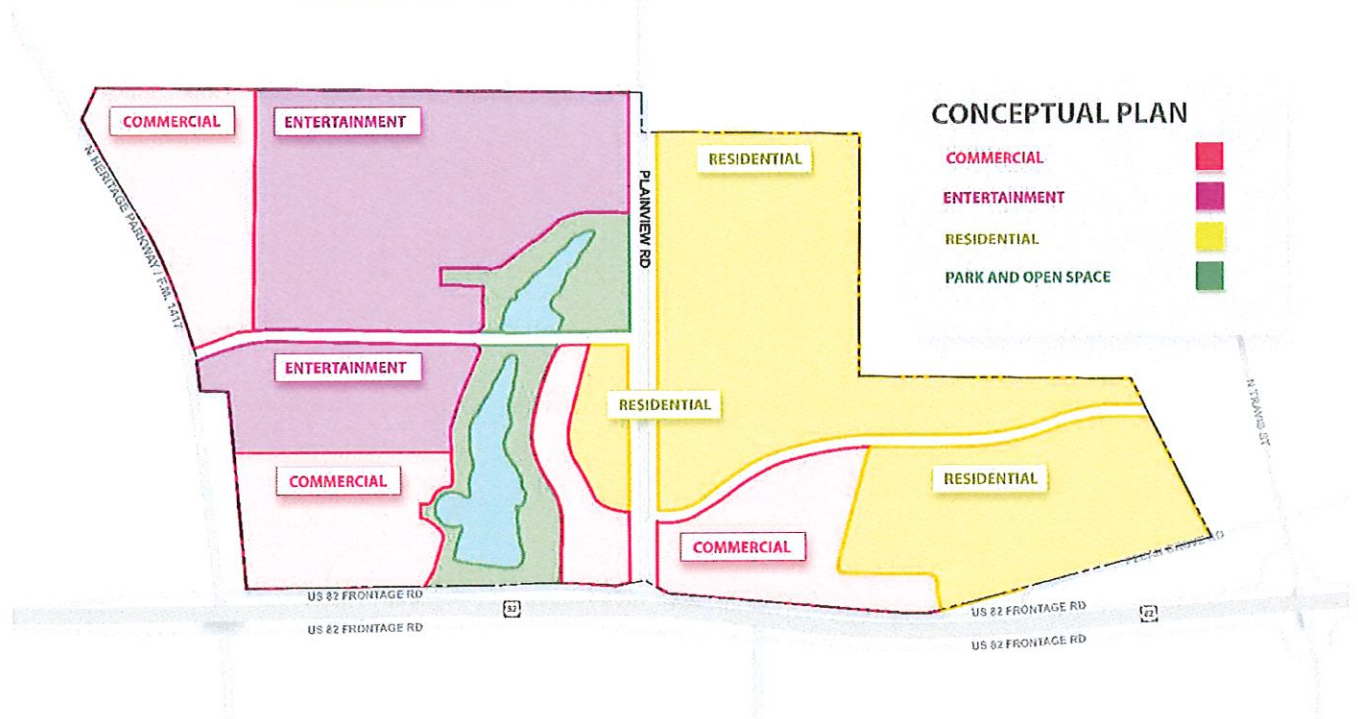
Yard, rear. The area extending across the rear of a lot measured between the LOT LINES and being the minimum horizontal distance between the rear LOT LINE and the rear of the outside wall of the main building. On both CORNER LOTS and INTERIOR LOTS, the rear yard shall in all cases be at the opposite end of the lot from the front yard. Also known as rear yard.

Yard, side. The area between the building and sideline of the lot and extending from the front LOT LINE to the rear LOT LINE and being the minimum horizontal distance between a side LOT LINE and the outside wall of the side of the main building. Also known as side yard.

Zoning Ordinance. A City of Sherman document which defines the regulations for land development of real property and also the procedures for application and potentially approval.

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EXHIBIT "A" – CONCEPTUAL PLAN



Region	Commercial	Entertainment	Residential	Park and Open Space	Major Right of Way (ROW)	Total Acreage (ac)
Acreage (ac)	+/- 105	+/- 112	+/- 138	+/- 60	+/- 24	439

Exhibit 2 - Development Standards

EXHIBIT "B" – OPEN SPACE FRAMEWORK PLAN



EXHIBIT "C" – TRANSPORTATION MASTER PLAN

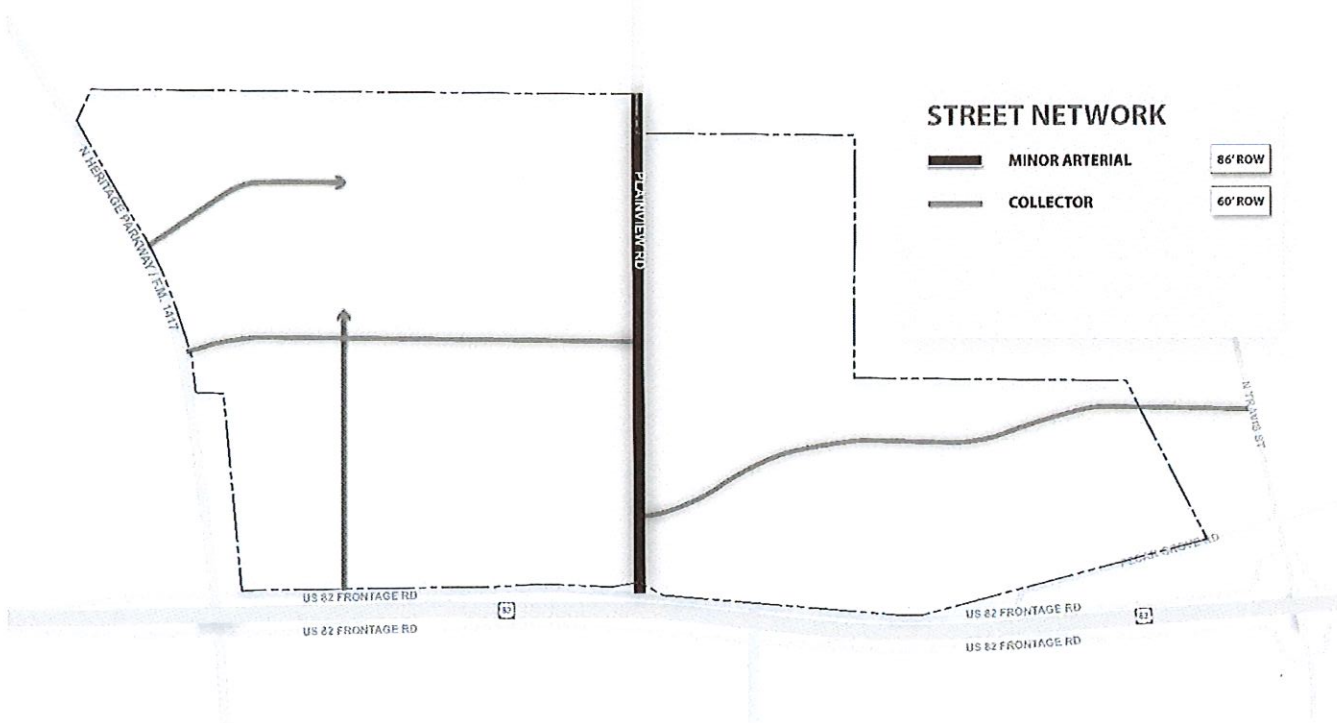
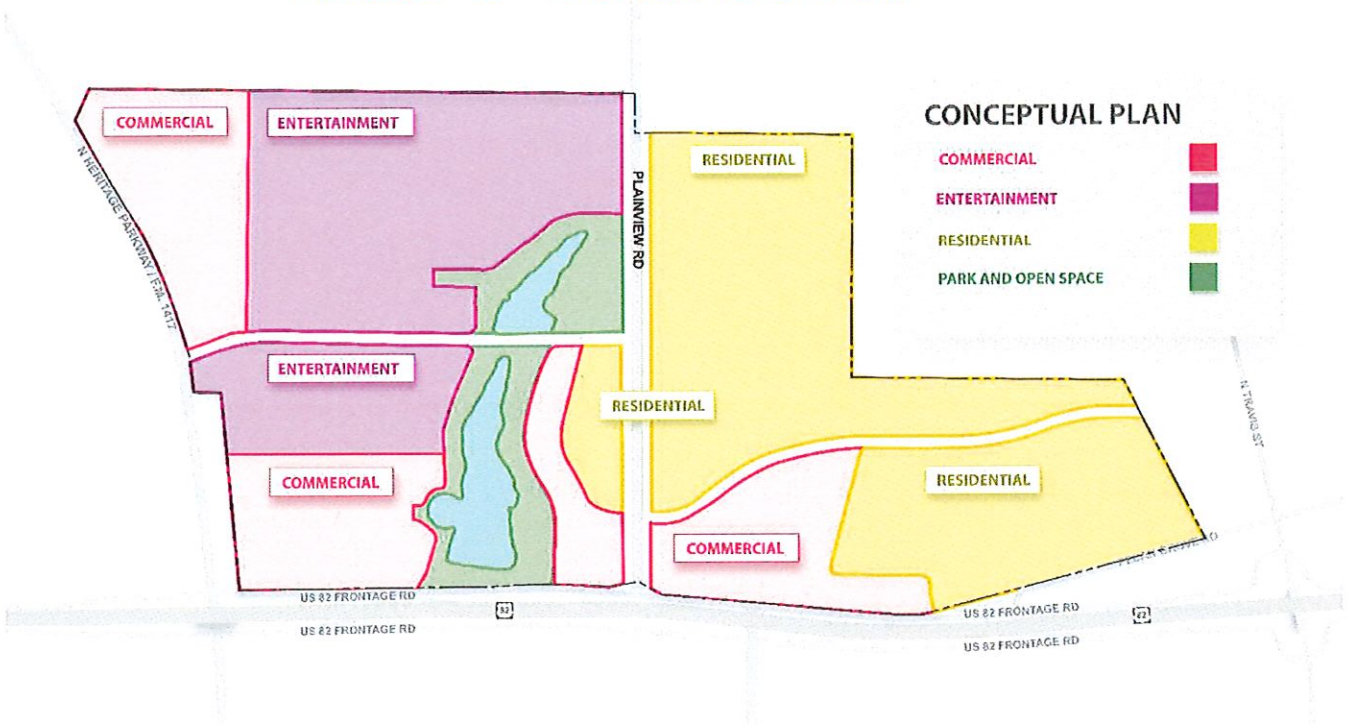


Exhibit 3 - Zoning Exhibit (Conceptual Plan)

EXHIBIT "A" – CONCEPTUAL PLAN



Region	Commercial	Entertainment	Residential	Park and Open Space	Major Right of Way (ROW)	Total Acreage (ac)
Acreage (ac)	+/- 105	+/- 112	+/- 138	+/- 60	+/- 24	439

Exhibit 3 - Zoning Exhibit (Conceptual Plan)

EXHIBIT “B” – OPEN SPACE FRAMEWORK PLAN

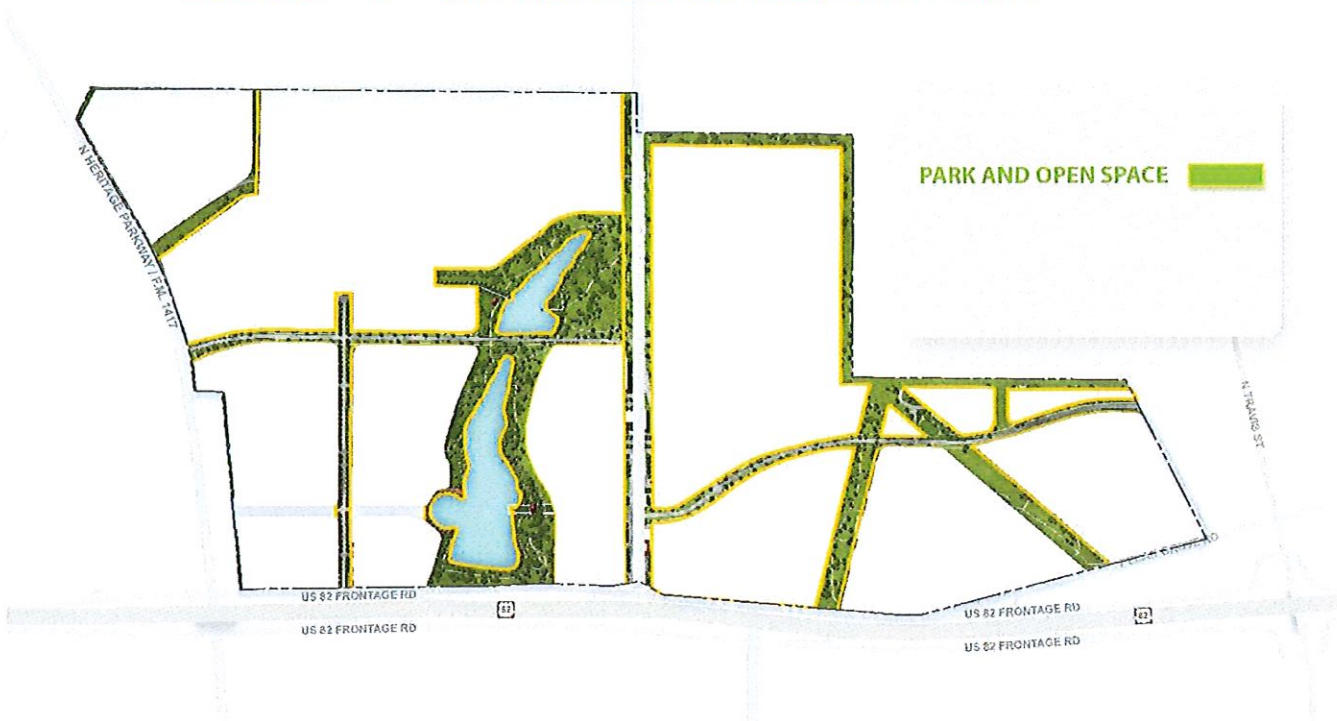
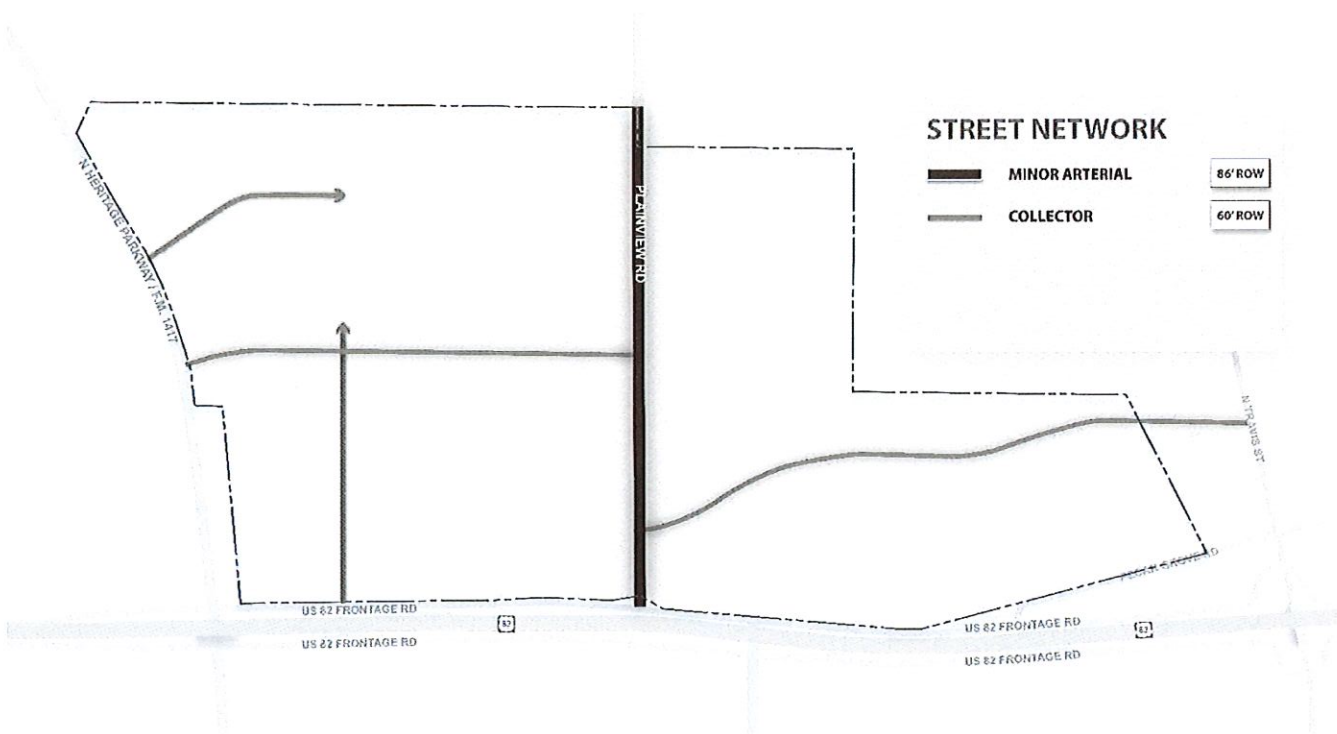
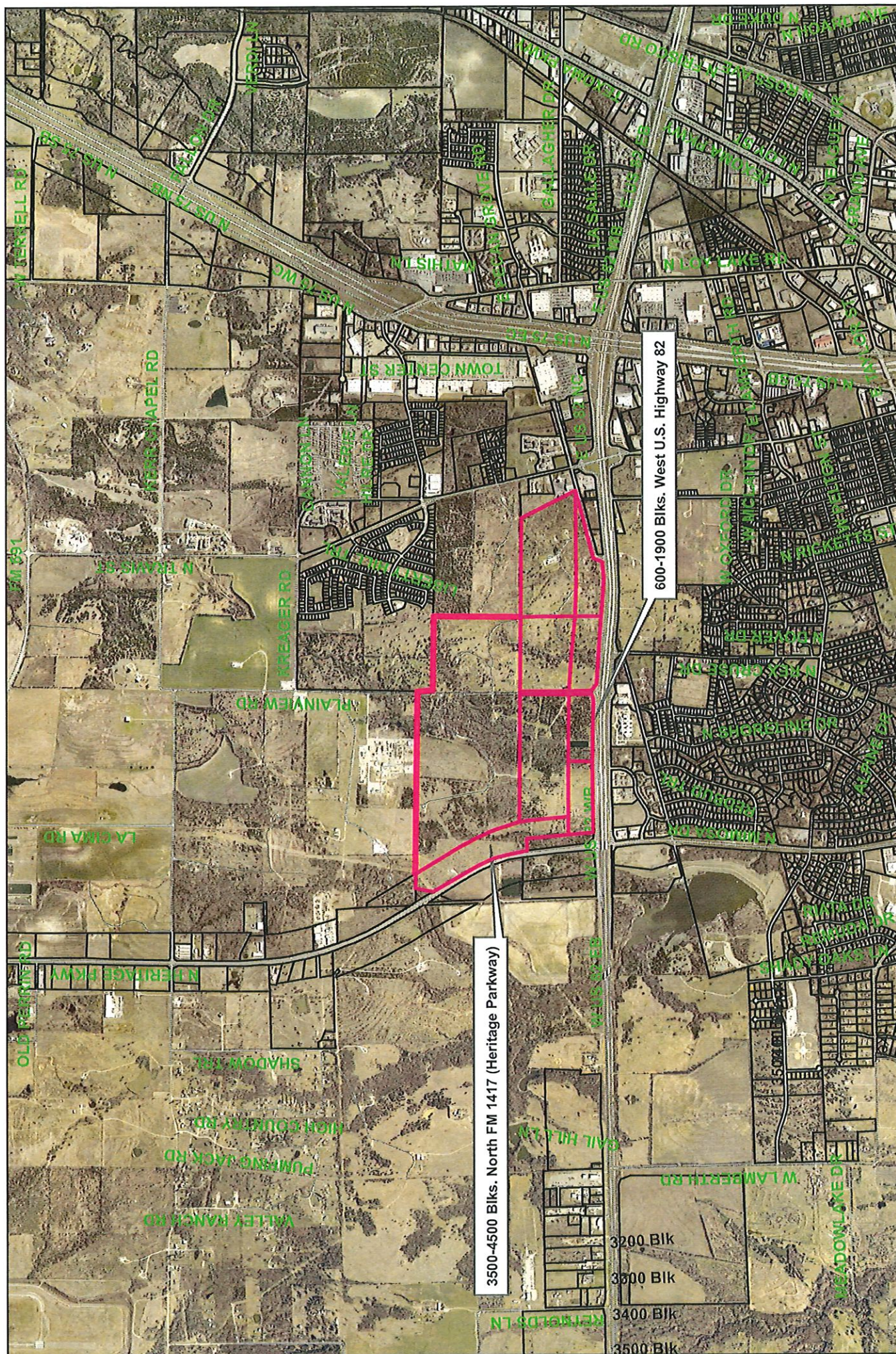


EXHIBIT “C” – TRANSPORTATION MASTER PLAN





NOT TO SCALE

 $1 \text{ in} = 2,500 \text{ ft}$

**3500-4500 Blks. North FM 1417 (Heritage Parkway) &
600-1900 Blks. West U.S.Highway 82**

Sherman
CLASSIC TOWN, BROAD HORIZON.
City of Sherman, Texas
Developmental Services Department

**3500-4500 Blocks North FM 1417
(Heritage Parkway)**



600-1900 Blocks West Highway 82



TPJ Properties, Ltd.

November 17, 2020

City of Sherman
Attn: Robby Hefton, City Manager
220 W. Mulberry Street
Sherman, Texas 75090

Re: Request for Annexation

Dear Mr. Hefton:

TPJ Properties, Ltd., respectfully requests annexation to the City of Sherman pursuant to Section 43 of the Texas Local Government Code and shows the following in support of this annexation request:

1. Pursuant to Section 43 of the Texas Local Government Code, TPJ Properties, Ltd. requests that the City of Sherman annex 57.88 acres, which is located within the extraterritorial jurisdiction of the City of Sherman.
2. The legal description and depiction for the 57.88 acre tract ("Tract") of land is attached to this request.
3. TPJ Properties, Ltd. owns 100% of the Tract and has full authority to make this request for annexation.
4. Generally, this Tract is bounded by Plainview Road on the west and US Highway 82 on the south.
5. The Tract proposed to be annexed is not presently a part of any incorporated city.
6. For purposes of this annexation, the Tract is referred to as Heritage Ranch East. It is the desire of TPJ Properties, Ltd. that this annexation run concurrently with the separate annexation request of Heritage Ranch West.
7. In establishing the boundaries of the Tract to be annexed, the entire width of any street is to be included within the area annexed.
8. The Tract to be annexed is adjacent to the current boundary of the City of Sherman and is integrated with or is capable of being integrated with the City of Sherman.

Upon receipt of this request, please send an annexation timeline. Please do not hesitate to contact me if you have any questions or concerns about this request for annexation.

Sincerely,



Tom L. Johnson

Enclosures

PO Box 670 | Sherman, Texas 75091 | 903-893-8500

Helvey-Wagner Surveying, Inc.

222 West Main Street - Denison, Texas 75020
Ph: (903) 463-6191 • Fax: (903) 463-4088 • Email: kate@helveywagnersurveying.net
TBPLS Firm Registration No. 10088100
Billy F. Helvey, RPLS No. 4488 — Kate A. Wagner, RPLS No. 6578

57.88 Acres

SITUATED in the County of Grayson, State of Texas, being a part of the Uriah Burns Survey, Abstract No. 121, being a part of the 184.50 acre tract of land conveyed by Warranty Deed with Vendor's Lien from John H. Becker, Jr., Trustee and Amy H. Fennell, Co-Trustee of the Hugh L. Head, Jr. Revocable Trust to TPJ Properties, LTD on February 15, 2002 and recorded in Volume 3203, Page 464, Official Public Records, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point in the South line of both the Alexander and Richards Survey, Abstract No. 42 and the 224.030 acre tract described for annexation purposes into the City of Sherman as per Ordinance No. 5357, at the Northwest corner of the John Jennings Survey, Abstract No. 647 and the most Northern Northeast corner of said TPJ Properties 184.50 ac., at the Northeast corner of both said Uriah Burns Survey and the herein described tract;

THENCE South 01 deg. 25 min. 51 sec. West, with the West line of said John Jennings Survey and the East line of both said TPJ Properties 184.50 ac. and the Uriah Burns Survey, A distance of 1,687.15 ft. to a point in the North line of the 135.345 acre tract described for annexation purposes into the City of Sherman as per Ordinance No. 5726, at an Ell corner of said TPJ Properties 184.50 ac. and the Southeast corner of the herein described tract;

THENCE North 88 deg. 22 min. 03 sec. West, with the North line of said 135.345 ac., over and across said TPJ Properties 184.50 ac., a distance of 1,484.50 ft. to a point in or near the pavement of Plainview Road and in the West line of said TPJ Properties 184.50 ac., at the Southwest corner of the herein described tract;

THENCE North 01 deg. 03 min. 03 sec. East, along said Plainview Road and with the West line of said TPJ Properties 184.50 ac., a distance of 1,697.20 ft. to a point at the Southwest corner of both said Alexander and Richards Survey and the 224.030 ac. and an Ell corner of said Uriah Burns Survey, at the Northwest corner of both said TPJ Properties 184.50 ac. and the herein described tract;

THENCE South 87 deg. 59 min. 09 sec. East, with the South line of both said Alexander and Richards Survey and 224.030 ac. and the North line of both said TPJ Properties 184.50 ac. and said Uriah Burns Survey, a distance of 1,495.82 ft. to the **PLACE OF BEGINNING** and containing **57.88 ACRES** of land.

Annexation drawing for:
**TPJ Properties &
 City of Sherman**

Preparation Date: November 11, 2020

Unish Burns Survey
 Abstract No. 121
 Grayson County, Texas

Alexander and Richards Survey, Abst. No. 42

South line of 224.030 ac. and
 City Limits per Ordinance No. 5357
 survey line

P.O.B.

S87°59'09"E
 1495.82'

57.88 Acres
 part of the TPJ Properties, LTD
 184.50 acres (Tract One)
 Vol. 3203, Pg. 464
 O.P.R.C.C.T.

S01°25'51"W 1697.15'

North line of 133.345 acres
 (Parcel 1) and City Limits per
 Ordinance No. 5726

Note: This drawing shall not reflect
 a boundary survey and done for
 annexation purposes only.

N88°22'03"W
 1484.50'

part of the TPJ Properties, LTD
 184.50 ac.

approx. location of survey line

North line of 133.345 acres
 (Parcel 1) and City Limits per
 Ordinance No. 5726

GRAPHIC SCALE



FM 131 (Travis St.)

John Jennings Survey
 Abstract No. 647
 Grayson County, Texas

part of the TPJ Properties, LTD
 184.50 ac.

J.B. McAndair Survey
 Abstract No. 763
 Grayson County, Texas

U.S. Hwy. 82

Job No. CGS411120

Helvey-Wagner Surveying, Inc.
 222 W. Main St., Denison, Texas 75020
 Ph (903) 463-6191 Fax (903) 463-4088
 Email: helveysurvey@cablenet.net
 Texas Board of Professional Land Surveying
 Firm Registration No. 10088100

2:\Land Projects\RD\TPJ-Properties-184-acres-0552\Annexation-drawing.dwg 11/11/2020 3:43 PM

Heritage Ranch Land Holdings, Ltd.

November 17, 2020

City of Sherman
Attn: Robby Hefton, City Manager
220 W. Mulberry Street
Sherman, Texas 75090

Re: Request for Annexation

Dear Mr. Hefton:

Heritage Ranch Land Holdings, Ltd., respectfully requests annexation to the City of Sherman pursuant to Section 43 of the Texas Local Government Code and shows the following in support of this annexation request:

1. Pursuant to Section 43 of the Texas Local Government Code, Heritage Ranch Land Holdings, Ltd. requests that the City of Sherman annex 136.94 acres, which is located within the extraterritorial jurisdiction of the City of Sherman.
2. The legal description and depiction for the 136.94 acre tract ("Tract") of land is attached to this request.
3. Heritage Ranch Land Holdings, Ltd. owns 100% of the Tract and has full authority to make this request for annexation.
4. Generally, this Tract is bounded by Plainview Road on the east, US Highway 82 on the south, and FM 1417 on the west.
5. The Tract proposed to be annexed is not presently a part of any incorporated city.
6. For purposes of this annexation, the Tract is referred to as Heritage Ranch West. It is the desire of Heritage Ranch Land Holdings, Ltd. that this annexation run concurrently with the separate annexation request of Heritage Ranch East.
7. In establishing the boundaries of the Tract to be annexed, the entire width of any street is to be included within the area annexed.
8. The Tract to be annexed is adjacent to the current boundary of the City of Sherman and is integrated with or is capable of being integrated with the City of Sherman.

Upon receipt of this request, please send an annexation timeline. Please do not hesitate to contact me if you have any questions or concerns about this request for annexation.

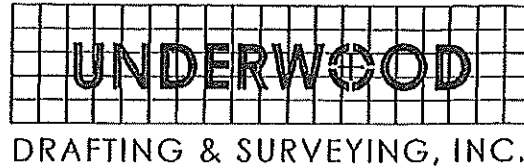
Sincerely,



T. Ryan Johnson

Enclosures

PO Box 670 | Sherman, Texas 75091 | 903-893-8500



JOB NO. 20110954
LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Uriah Burns Survey, Abstract No. 121, and being a part of the same tract of land described as 356 acres conveyed by Glenn Dennis Woodson et al to A. L. Coffman by deed dated November 9, 1945, recorded in Volume 484, Page 416, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a railroad spike found maintaining the Northeast corner of the said Coffman tract in the center of a public road locally known as Plainview Road running along or near the East line of the said Burns Survey and West line of both the Alexander & Richards Survey, Abstract No. 42, and the same tract of land described as 156.904 acres conveyed by First Texoma National Bank to Stonehollow Homes, LLC by deed dated May 20, 2014, recorded in Volume 5466, Page 40, Official Public Records, Grayson County, Texas, said spike also maintaining the Southeast corner of the same tract of land described as 4.55 acres conveyed by Jeffrey Kelth Sallaz and Christy E. Sallaz to Nathan T. Mitchell by deed dated December 3, 2013, recorded in Volume 5397, Page 25, said Official Public Records;

Thence South 00°41'10" West with said center of road a distance of 270.78 feet to a 1/2" steel rod found maintaining and inside "L" corner to the said Burns Survey, the Southwest corner of both the said Alexander & Richards Survey and 156.904 acre tract, and the Northwest corner of the same tract of land described as 184.50 acres and referred to as Tract One as conveyed by John H. Becker, Jr. Trustee and Amy H. Fennell, Co-Trustee to TPJ Properties Ltd. by deed dated November 15, 2002, recorded in Volume 3203, Page 464, said Official Public Records;

Thence South 00°01'01" East continuing with said center of road and East line of the Coffman tract, at a distance of 1704.49 feet to a point in the center of said Plainview road.

Thence over and across said 356.00 acre tract of land the following calls and distances:

Thence North 89°29'30" West a distance of 2655.21' to a point which is 500.00' from and perpendicular to the centerline of F.M. 1417;

Thence with a curve to the left with an arc length of 1338.12', with a radius of 3341.49', with a chord bearing of North 19°26'52" West, with a chord length of 1329.19' to a point;

Thence North 30°55'12"W a distance of 861.14' to a point;

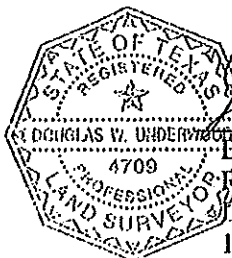
Thence South 89°26'27" East with the general course of a fence along the North line of the said Coffman tract a distance of 402.09 feet to a 1" steel rod found maintaining the Southeast corner of the said 119.69 acre tract and the Southwest corner of the same tract of land described as 31.00 acres conveyed by R. V. Clinton Jr. et ux to Timothy W. Dhane et ux by deed dated July 22, 2005, recorded in Volume 3897, Page 799, said Official Public Records;

Thence South 89°42'44" East continuing with said general course of fence a distance of 892.45 feet to a 1/2" steel rod found maintaining the Southeast corner of the said Dhane tract and the Southwest corner of the same tract of land described as 26.135 acres conveyed by XTO Energy Inc. to SemGas, L.P. by deed dated March 12, 2014, recorded in Volume 5433, Page 610, said Official Public Records;

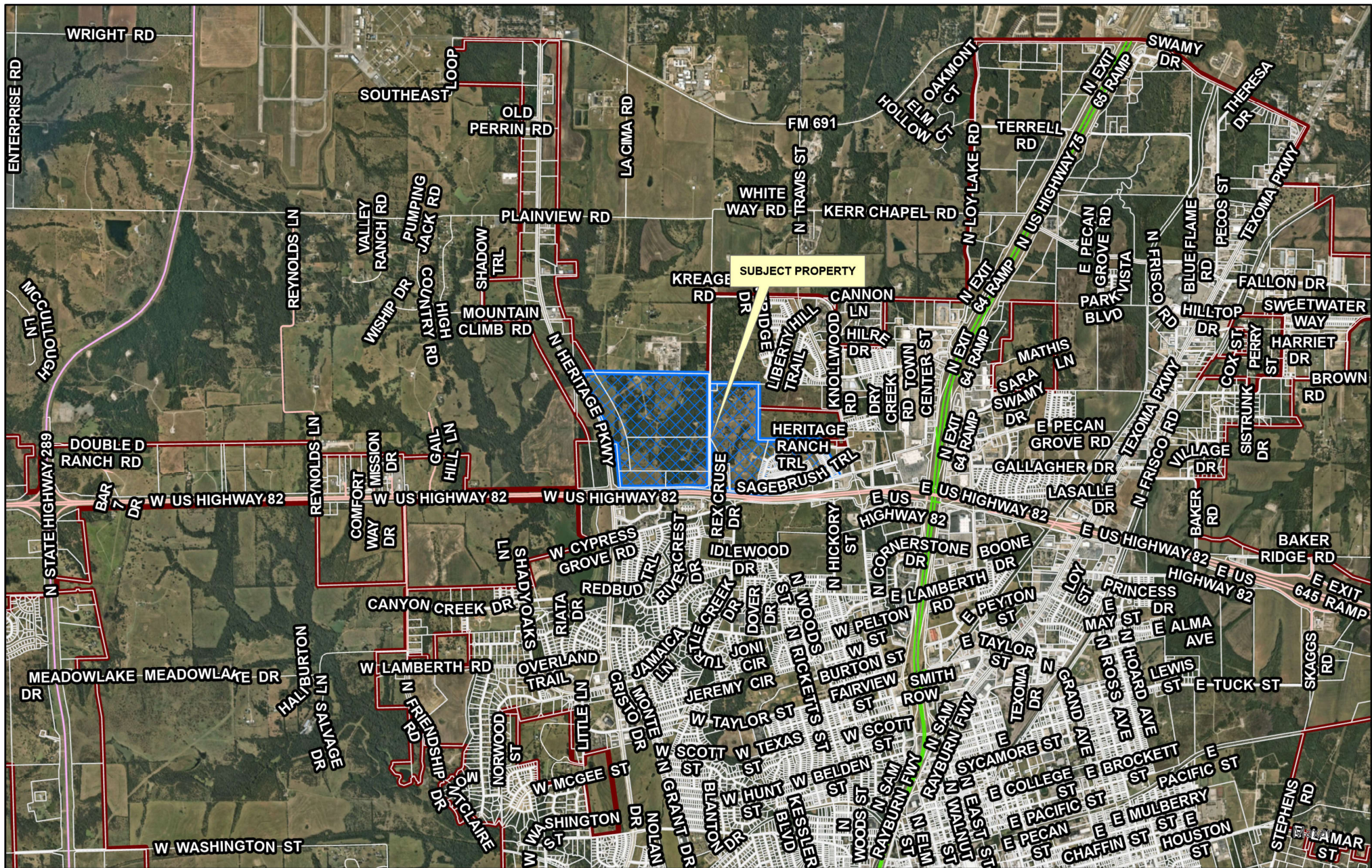
Thence South 88°41'53" East a distance of 566.43 feet to a 3/4" steel rod found at an angle point;

Thence South 89°35'04" East continuing with said general course of fence, passing the Southeast corner of the said 26.135 acre tract and the Southwest corner of the same tract of land described as 10.40 acres conveyed by Dornick Hills Midstream, Ltd. to said SemGas, L.P. by deed dated October 6, 2006, recorded in Volume 4134, Page 899, said Official Public Records, and continuing for a total distance of 799.64 feet to a metal corner post maintaining the Southeast corner of the said 10.40 acre tract and the Southwest corner of the same tract of land described as 14.82 acres conveyed by said R. V. Clinton, Jr. et ux to B. F. Shellenberger by deed dated October 29, 1965, recorded in Volume 1040, Page 223, said Deed Records;

Thence South 89°07'55" East continuing with said fence, passing the most Southerly Southeast corner of the said Shellenberger tract and the Southwest corner of the said 4.55 acre tract and continuing, passing a 1/2" steel rod found in the West line of said Plainview road at 855.6 feet and continuing for a total distance of 882.90 feet to the Point of Beginning and containing 136.94 acres of land more or less.




Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709
11-12-2020

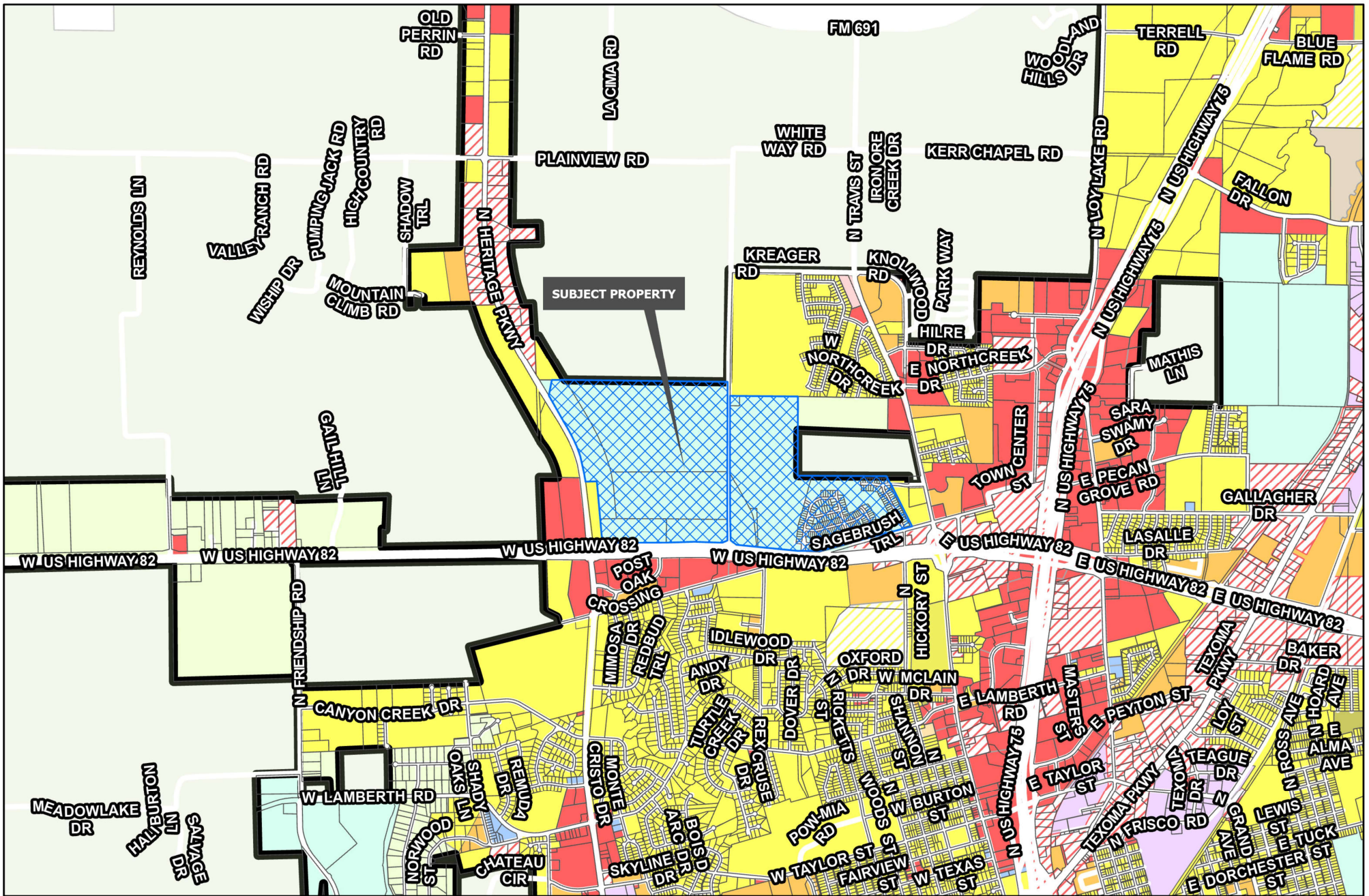


City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
HERITAGE RANCH PD
300-1000 BLKS W HWY 82



Date: 7/24/2024 4:34 PM



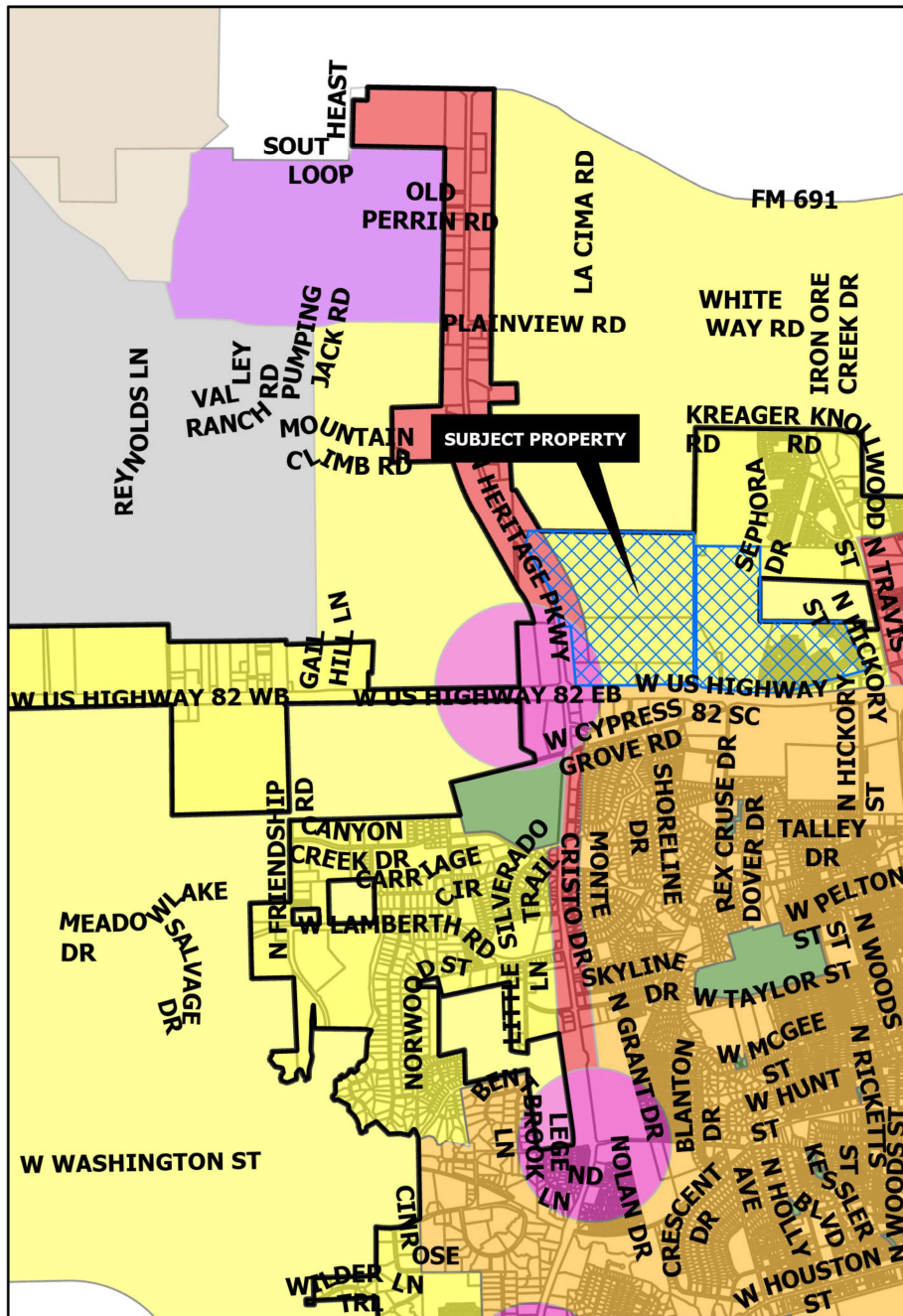
Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
HERITAGE RANCH PD
300-1000 BLKS W HWY 82





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."

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.

CORE NEIGHBORHOOD

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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



Development Services
Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
HERITAGE RANCH PD
300-1000 BLKS W HWY 82



Date: 7/16/2024 1:08 PM



Aug 2, 2024 9:01:12 AM
3936 North Heritage Parkway
Sherman
Grayson County
Texas



Aug 2, 2024 8:53:49 AM
West US Highway 82
Sherman
Grayson County
Texas

Sherman
NOTICE OF
PROPOSED ZONING
CHANGE
PROJECT #: 24-003487
Planning & Zoning Map: 22-000000
FOR MORE INFORMATION
CONTACT:
DEVELOPMENT SERVICES
903-892-7229

LINCOLN
PROPERTY
COMPANY
COVENANT
HERITAGE RANCH
COMMERCIAL
DEVELOPMENT
FOR INFO
CALL 214.740.4333
LINCOLN
PROPERTY
COMPANY
RETAIL

HERITAGE RANCH
A Master-Planned Community
THE FUTURE OF SHERMAN IS HERE.
HeritageRanchTX.com

Aug 2, 2024 8:46:12 AM
22708 U.S. 82
Sherman
Grayson County
Texas



City Council Regular Meeting

Agenda Item No. G.1.

Meeting Date: 10/7/2024

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7367

Awarding a Bid to and Authorizing Execution of a Contract with Lynn Vessels Construction, LLC Based on an Invitation to Bid for the Heritage Ranch Public Improvements Phase 1

Issue:

To consider awarding a bid to and authorizing execution of a contract with Lynn Vessels Construction, LLC of Sherman, Texas, based on an invitation to bid for the Heritage Ranch Public Improvements Phase 1 project.

Background:

Per agreements with the Heritage Ranch Planned Development, the City of Sherman is constructing Lone Star Parkway, aka Plainview Road, and Heritage Ranch Trail in order to provide access to a new SISD Elementary School within the Heritage Ranch development.

Lone Star Parkway will be constructed as a four-lane divided roadway per the City's Master Thoroughfare Plan between US 82 and Heritage Ranch Trail. Half of the four-lane divided roadway for Lone Star Parkway will be constructed north of Heritage Ranch Trail along the new SISD Elementary School property.

Heritage Ranch Trail will be constructed from Lone Star Parkway west along the school property as a four-lane undivided collector.

A roundabout will be constructed at the intersection of Lone Star Parkway and Heritage Ranch Trail to provide continuous movement of traffic during high peak hours before and after school.

A public bid opening was conducted on September 25, 2024. Four (4) bidders responded to the request for bids. The lowest, responsible, responsive bid in the amount of \$6,681,603.42 was submitted by Lynn Vessels Construction, LLC of Sherman, Texas. A bid tabulation is attached.

Origination:

Engineering Department

Financial Consideration:

Funding needed for this project is \$6,681,603.42 and is available from Certificates of Obligation.

Staff Recommendation:

It is recommended that the bid be awarded for the Heritage Ranch Public Improvements Phase 1 to Lynn Vessels Construction, LLC in the amount of \$6,681,603.42. It is also recommended that the City Manager be authorized to execute the required contract documents.

Alternatives:

As may be directed by City Council

Attachments:

1. Resolution No. 7367
2. Unsigned Agreement
3. Bid Tabulation
4. Letter of Recommendation
5. Location Map

RESOLUTION NO. 7367

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

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

SECTION 1. That Lynn Vessels Construction, LLC of Sherman, Texas, is hereby awarded the bid and the City of Sherman hereby approves the contract with Lynn Vessels Construction, LLC, in the amount of Six Million Six Hundred Eighty-One Thousand Six Hundred Three Dollars and Forty-Two Cents (\$6,681,603.42) for the Heritage Ranch Public Improvements Phase 1; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Lynn Vessels Construction, LLC, for the construction of the aforementioned improvements, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 7th day of October 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 Lynn Vessels Construction, 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:

Heritage Ranch Public Improvements Phase 1

Article 2. **ENGINEER**

The Project has been designed by Teague Nall and Perkins, Allen, Texas, who is hereinafter called ENGINEER and who is to act as CITY'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. **CONTRACT TIME**

- 3.1 The Work will be substantially completed and ready for final payment within 240 calendar days from the date when the Contract Time commences to run, 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 \$500.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by CITY as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein

Article 4. **CONTRACT PRICE**

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

At the unit prices shown on the 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. 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 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 Davis-Bacon Wage Determinations

- 8.19 Special Provisions
- 8.20 Technical Specification prepared or issued by City of Sherman dated 09/03/2024.
- 8.21 Drawings, consisting of sheets numbered 1 through 139, inclusive with each sheet bearing the following general title: City of Sherman, Heritage Ranch Public Improvements Phase 1
- 8.22 Addenda numbers 1 to 1, inclusive.
- 8.23 Documentation submitted by CONTRACTOR prior to Notice of Award, identified as _____
- 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:

Lynn Vessels Construction, LLC

By: _____

By: _____

Date: _____

Date: _____

(Corporate Seal)

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

Bid Tabulation

Project: Heritage Ranch Public Improvements Phase 1

Owner: City of Sherman

Number: 2024-24

Project # 3110 and Bid Number 2024-24				Lynn Vessels Construction, LLC		McMahon Contracting, LP		Mario Sinacola & Sons Excavating, Inc.		King George Traffic Solutions	
Date: 9/25/2024				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Item	Description	Estimated Quantity									
Street Improvements											
P-1	MOBILIZATION	1	LS	330,833.70	\$330,833.70	401,861.58	\$401,861.58	400,000.00	\$400,000.00	375,000.00	\$375,000.00
P-2	PREPARING RIGHT OF WAY	1	LS	70,740.00	\$70,740.00	179,393.21	\$179,393.21	537,000.00	\$537,000.00	11,477.45	\$11,477.45
P-3	EARTHWORK (COMPLETE-IN-PLACE)	1	LS	299,673.00	\$299,673.00	514,709.00	\$514,709.00	800,000.00	\$800,000.00	1,961,600.99	\$1,961,600.99
P-4	SAWCUT & REMOVE EXISTING ASPHALT PAVEMENT (ALL DEPTHS)	3250	SY	3.78	\$12,285.00	6.89	\$22,392.50	6.00	\$19,500.00	7.93	\$25,772.50
P-5	REMOVE EXISTING GRAVEL PAVEMENT	120	SY	16.99	\$2,038.80	16.10	\$1,932.00	5.00	\$600.00	30.49	\$3,658.80
P-6	REMOVE EXISTING METAL BEAM GUARD RAIL	210	LF	6.00	\$1,260.00	18.79	\$3,945.90	10.00	\$2,100.00	19.22	\$4,036.20
P-7	REMOVE EXISTING RCB CULVERT HEADWALL	1	EA	4,680.00	\$4,680.00	5,363.48	\$5,363.48	8,500.00	\$8,500.00	10,996.84	\$10,996.84
P-8	REMOVE EXISTING FENCE	2500	LF	3.90	\$9,750.00	3.93	\$9,825.00	1.00	\$2,500.00	6.61	\$16,525.00
P-9	STABILIZED SUBGRADE (VARIOUS MATERIALS)	20750	SY	5.10	\$105,825.00	7.46	\$154,795.00	10.00	\$207,500.00	8.22	\$170,565.00
P-10	LIME (48#/SY) (SLURRY) (STABILIZED SUBGRADE)	498	TON	378.00	\$188,244.00	335.00	\$166,830.00	325.00	\$161,850.00	340.00	\$169,320.00
P-11	CEMENT (30#/SY) (SLURRY) (STABILIZED SUBGRADE)	63.00	TON	388.80	\$24,494.40	425.00	\$26,775.00	230.00	\$14,490.00	369.94	\$23,306.22
P-12	6" FLEXBASE (TY D, GR 1 OR 2) (W/ TX 140 GEOGRID) (INCLUDES EXCAVATION) (STABILIZED SUBGRADE)	4150	SY	26.42	\$109,643.00	23.39	\$97,068.50	35.00	\$145,250.00	9.88	\$41,002.00
P-13	12" FLEX BASE (TY D) (GR 1 OR 2) (W/TX 140 GEOGRID) (INCLUDES EXCAVATION) (TXDOT ROW)	1100	SY	44.76	\$49,236.00	40.80	\$44,880.00	50.00	\$55,000.00	17.91	\$19,701.00
P-14	MOISTURE CONDITIONING (ROADWAY) (48" DEPTH)	5675	SY	6.71	\$38,079.25	4.63	\$26,275.25	6.00	\$34,050.00	5.61	\$31,836.75
P-15	MOISTURE CONDITIONING (ROADWAY) (60" DEPTH)	1275	SY	8.24	\$10,506.00	5.15	\$6,566.25	7.00	\$8,925.00	6.41	\$8,172.75
P-16	MOISTURE CONDITIONING (ROADWAY) (72" DEPTH)	4925	SY	9.54	\$46,984.50	6.67	\$32,849.75	8.00	\$39,400.00	7.48	\$36,839.00
P-17	MOISTURE CONDITIONING (ROADWAY) (84" DEPTH)	7760	SY	11.04	\$85,670.40	7.62	\$59,131.20	11.00	\$85,360.00	8.98	\$69,684.80
P-18	MOISTURE CONDITIONING (ROADWAY) (96" DEPTH)	2200	SY	12.68	\$27,896.00	8.96	\$19,712.00	12.00	\$26,400.00	11.22	\$24,684.00
P-19	MOISTURE BARRIER (10-MIL)	28000	SY	1.54	\$43,120.00	1.15	\$32,200.00	2.50	\$70,000.00	3.36	\$94,080.00
P-20	2" HMAC (TY D) (220#/SY) (ASPHALT TRANSITION)	210	TON	206.28	\$43,318.80	197.73	\$41,523.30	169.00	\$35,490.00	262.92	\$55,213.20
P-21	3" HMAC (TY C) (330#/SY) (TXDOT ROW)	185	TON	260.28	\$48,151.80	248.04	\$45,887.40	212.00	\$39,220.00	295.95	\$54,750.75
P-22	4" HMAC (TY B) (440#/SY) (ASPHALT TRANSITION)	420.00	TON	206.28	\$86,637.60	195.39	\$82,063.80	167.00	\$70,140.00	202.15	\$84,903.00
P-23	PRIME COAT (RC-250) (TXDOT ROW) (0.2 GAL/SY)	225	GAL	35.64	\$8,019.00	14.04	\$3,159.00	12.00	\$2,700.00	15.85	\$3,566.25
P-24	9" CONCRETE PAVEMENT & MONOLITHIC CURB (CONT REINF) (LONE STAR PARKWAY)	12,000.00	SY	90.29	\$1,083,480.00	91.72	\$1,100,640.00	100.00	\$1,200,000.00	84.33	\$1,011,960.00
P-25	8" CONCRETE PAVEMENT & MONOLITHIC CURB (CONT REINF) (HERITAGE RANCH TRAIL)	4600	SY	70.36	\$323,656.00	84.81	\$390,126.00	90.00	\$414,000.00	74.90	\$344,540.00
P-26	6" CONCRETE PAVEMENT & MONOLITHIC CURB (CONT REINF) (DRIVEWAY)	325	SY	79.22	\$25,746.50	112.17	\$36,455.25	100.00	\$32,500.00	64.17	\$20,855.25
P-27	4" REINFORCED CONCRETE SIDEWALK	225	SY	78.19	\$17,592.75	77.11	\$17,349.75	80.00	\$18,000.00	74.15	\$16,683.75
P-28	VEHICULAR BRICK (INCLUDES 9" DROPSLAB & CURBS) (ROUNDAABOUT)	375	SY	434.86	\$163,072.50	256.11	\$96,041.25	265.00	\$99,375.00	118.97	\$44,613.75
P-29	ROUNDAABOUT WALL	1	LS	62,812.80	\$62,812.80	88,945.01	\$88,945.01	95,000.00	\$95,000.00	19,480.78	\$19,480.78
P-30	CURB RAMP	17	EA	2,791.80	\$47,460.60	4,059.03	\$69,003.51	3,200.00	\$54,400.00	2,096.96	\$35,648.32
P-31	REINFORCED CONCRETE STREET HEADER	385	LF	21.60	\$8,316.00	23.07	\$8,881.95	20.00	\$7,700.00	70.70	\$27,219.50
P-32	STORM WATER POLLUTION PREVENTION PLAN	1	LS	2,100.00	\$2,100.00	6,435.00	\$6,435.00	25,000.00	\$25,000.00	17,175.79	\$17,175.79
P-33	TEMPORARY SILT FENCE (INSTALL/MAINTAIN/REMOVE)	2700	LF	2.00	\$5,400.00	3.48	\$9,396.00	2.00	\$5,400.00	2.91	\$7,857.00
P-34	INLET PROTECTION (INSTALL MAINTAIN REMOVE)	18	EA	97.20	\$1,749.60	189.98	\$3,419.64	650.00	\$11,700.00	356.73	\$6,421.14
P-35	STABILIZED CONSTRUCTION ENTRANCE AND CONCRETE WASHOUT AREA (INSTALL/MAINTAIN/REMOVE)	1	EA	4,860.00	\$4,860.00	4,116.21	\$4,116.21	13,000.00	\$13,000.00	4,558.19	\$4,558.19
P-36	SOD WITH 4" TOPSOIL (ROLL MIN. 24" WIDE) (BERMUDA SOD)	17750	SY	8.02	\$142,355.00	16.65	\$295,537.50	3.65	\$64,787.50	17.99	\$319,322.50

P-37	SEEDED CURLEX (BERMUDA SEED)	31125	SY	3.35	\$104,268.75	3.34	\$103,957.50	1.81	\$56,336.25	5.28	\$164,340.00
P-38	IRRIGATION CONDUIT (4" & 1.5")	162.00	LF	16.20	\$2,624.40	40.95	\$6,633.90	100.00	\$16,200.00	26.42	\$4,280.04
P-39	BARRICADES, SIGNS, AND TRAFFIC HANDLING	1	LS	15,120.00	\$15,120.00	59,137.15	\$59,137.15	100,000.00	\$100,000.00	66,060.71	\$66,060.71
P-40	INSTALL NEW SIGN AND SIGNPOST ASSEMBLY	48	EA	540.00	\$25,920.00	778.05	\$37,346.40	680.00	\$32,640.00	1,169.64	\$56,142.72
P-41	REFL PAV MRK TY I (W)4"(SLD)	3,410	LF	1.62	\$5,524.20	1.76	\$6,001.60	1.50	\$5,115.00	2.35	\$8,013.50
P-42	REFL PAV MRL TY I (W) 8"(SLD)	150	LF	3.24	\$486.00	4.10	\$615.00	3.00	\$450.00	2.99	\$448.50
P-43	REFL PAV MRL TY I (W) 8"(BRK)	100	LF	3.78	\$378.00	4.68	\$468.00	3.50	\$350.00	3.04	\$304.00
P-44	REFL PAV MRK TY I (W)24"(SLD) (CROSS WALK)	537	LF	12.96	\$6,959.52	17.55	\$9,424.35	12.00	\$6,444.00	6.94	\$3,726.78
P-45	REFL PAV MRK TY I (Y)4"(SLD)	5,970	LF	1.62	\$9,671.40	1.76	\$10,507.20	1.50	\$8,955.00	2.35	\$14,029.50
P-46	REFL PAV MRK TY I (Y)12"(SLD)	865	LF	5.40	\$4,671.00	9.36	\$8,096.40	5.00	\$4,325.00	3.37	\$2,915.05
P-47	REFL PAV MRK TY I (W)(ARROW)	12	EA	178.20	\$2,138.40	263.25	\$3,159.00	165.00	\$1,980.00	231.21	\$2,774.52
P-48	REFL PAV MRK TY I (W)(YIELD TRIANGLES)	37	EA	32.40	\$1,198.80	111.15	\$4,112.55	30.00	\$1,110.00	72.67	\$2,688.79
P-49	REFL PAV MARKERS TY II C-R	140	EA	7.56	\$1,058.40	11.12	\$1,556.80	7.00	\$980.00	6.94	\$971.60
P-50	REFL PAV MARKERS TY II A-A	300	EA	7.56	\$2,268.00	11.12	\$3,336.00	7.00	\$2,100.00	6.61	\$1,983.00
P-51	DECTABLE WARNING SURFACE	125	SF	189.00	\$23,625.00	115.03	\$14,378.75	67.50	\$8,437.50	52.06	\$6,507.50
P-52	PROJECT ALLOWANCE	1	LS	825,000.00	\$825,000.00	825,000.00	\$825,000.00	825,000.00	\$825,000.00	825,000.00	\$825,000.00
Storm Sewer Improvements											
ST-1	18" RCP (CLASS III)	530	LF	79.86	\$42,325.80	140.40	\$74,412.00	135.00	\$71,550.00	77.42	\$41,032.60
ST-2	24" RCP (CLASS III)	635	LF	99.70	\$63,309.50	166.14	\$105,498.90	152.00	\$96,520.00	93.31	\$59,251.85
ST-3	30" RCP (CLASS III)	170	LF	134.61	\$22,883.70	217.62	\$36,995.40	232.00	\$39,440.00	113.95	\$19,371.50
ST-4	36" RCP (CLASS III)	530	LF	181.75	\$96,327.50	280.80	\$148,824.00	263.00	\$139,390.00	144.50	\$76,585.00
ST-5	48" RCP (CLASS III)	835	LF	267.31	\$223,203.85	428.22	\$357,563.70	354.00	\$295,590.00	219.85	\$183,574.75
ST-6	54" RCP (CLASS III)	1,085	LF	396.58	\$430,289.30	532.35	\$577,599.75	395.00	\$428,575.00	279.70	\$303,474.50
ST-7	6'X4' RCB	125	LF	521.94	\$65,242.50	843.57	\$105,446.25	492.00	\$61,500.00	487.70	\$60,962.50
ST-8	11'X4' RCB	21	LF	1,008.60	\$21,180.60	1,663.74	\$34,938.54	2,100.00	\$44,100.00	1,318.64	\$27,691.44
ST-9	15' RECESSED CURB INLET	14	EA	5,725.61	\$80,158.54	11,934.00	\$167,076.00	10,150.00	\$142,100.00	7,660.21	\$107,242.94
ST-10	WYE INLET (4'X4')	2	EA	4,405.35	\$8,810.70	7,137.00	\$14,274.00	7,150.00	\$14,300.00	5,658.39	\$11,316.78
ST-11	WYE INLET (5'X5')	1	EA	5,312.76	\$5,312.76	12,285.00	\$12,285.00	10,000.00	\$10,000.00	Missing cost	
ST-12	WYE INLET (6'X6')	1	EA	6,415.32	\$6,415.32	14,391.00	\$14,391.00	11,000.00	\$11,000.00	7,701.44	\$7,701.44
ST-13	TY A MANHOLE	3	EA	3,680.42	\$11,041.26	5,850.00	\$17,550.00	8,500.00	\$25,500.00	6,362.71	\$19,088.13
ST-14	TY B MANHOLE (W=4')	1	EA	4,578.00	\$4,578.00	7,254.00	\$7,254.00	9,800.00	\$9,800.00	7,654.20	\$7,654.20
ST-15	TY B MANHOLE (W=6')	3	EA	8,694.00	\$26,082.00	19,071.00	\$57,213.00	24,000.00	\$72,000.00	9,636.03	\$28,908.09
ST-16	17.5'X9' JUNCTION BOX	1	EA	37,404.00	\$37,404.00	36,972.00	\$36,972.00	53,000.00	\$53,000.00	16,605.19	\$16,605.19
ST-17	RCP HEADWALL (48"RCP) (TXDOT CH-FW-0) (3:1) (HW=5.5')	1	EA	10,836.12	\$10,836.12	31,590.00	\$31,590.00	15,000.00	\$15,000.00	12,122.05	\$12,122.05
ST-18	RCP SAFETY END TREATMENT (30" RCP) (TXDOT PSET-RC) (6:1)	2	EA	3,690.00	\$7,380.00	6,025.50	\$12,051.00	6,500.00	\$13,000.00	4,609.11	\$9,218.22
ST-19	STORM DRAIN TRENCH SAFETY	3,931	LF	1.20	\$4,717.20	2.34	\$9,198.54	5.00	\$19,655.00	7.91	\$31,094.21
ST-20	ROCK RIP RAP (D50 = 6") (8" DEPTH WITH 6" BEDDING) (UNGROUTED)	75	SY	56.40	\$4,230.00	156.78	\$11,758.50	177.59	\$13,319.25	151.94	\$11,395.50
ST-21	ROCK RIP RAP (D50 = 12") (18" DEPTH WITH 8" BEDDING) (UNGROUTED)	90	SY	62.40	\$5,616.00	173.16	\$15,584.40	174.65	\$15,718.50	165.15	\$14,863.50
Water Improvements											
W-1	CONNECT TO EXISTING 18" WATER LINE	1	EA	7,444.08	\$7,444.08	9,009.00	\$9,009.00	12,750.00	\$12,750.00	12,551.53	\$12,551.53
W-2	FURNISH & INSTALL 12" PVC WATER LINE BY OPENCUT(INCLUDES D.I. FITTINGS)	2,626	LF	98.50	\$258,661.00	134.55	\$353,328.30	150.00	\$393,900.00	131.43	\$345,135.18
W-3	TRENCH SAFETY FOR WATER LINE	2,798	LF	0.90	\$2,518.20	1.17	\$3,273.66	5.00	\$13,990.00	5.28	\$14,773.44
W-4	FURNISH & INSTALL 12" GATE VALVE	13	EA	4,403.57	\$57,246.41	6,493.50	\$84,415.50	4,500.00	\$58,500.00	8,587.89	\$111,642.57
W-5	FURNISH & INSTALL 4" GATE VALVE	1	EA	1,483.56	\$1,483.56	2,258.10	\$2,258.10	1,250.00	\$1,250.00	3,303.04	\$3,303.04
W-6	FURNISH & INSTALL FIRE HYDRANT ASSEMBLY (INCLUDES 12"X6" TEE, 6" LEAD AND 6" GATE VALVE)	6	EA	9,992.12	\$59,952.72	13,455.00	\$80,730.00	12,500.00	\$75,000.00	13,872.75	\$83,236.50
W-7	FURNISH & INSTALL 1 1/2" SERVICE CONNECTION INCLUDING WATER METER	2	EA	2,571.60	\$5,143.20	2,340.00	\$4,680.00	3,250.00	\$6,500.00	9,182.44	\$18,364.88
W-8	FURNISH & INSTALL 21" STEEL CASING BY OPENCUT (EXCLUDES 12" FUSIBLE PVC OR BELL RESTRAINED PVC)	117	LF	113.23	\$13,247.91	224.64	\$26,282.88	275.00	\$32,175.00	328.98	\$38,490.66
W-9	FURNISH & INSTALL 12" FUSIBLE PVC OR BELL RESTRAINED PVC (INSIDE STEEL CASING)	143	LF	123.82	\$17,706.26	138.06	\$19,742.58	185.00	\$26,455.00	270.85	\$38,731.55

[illegible]

October 1, 2024

Robert Epperson, P.E.
Civil Engineer
City of Sherman
317 S. Travis, 2nd Floor
Sherman, Texas 75090

**RE: Recommendation of Award
Heritage Ranch Public Improvements Phase 1
Project No. 3110, Bid No. 2024-24**

Dear Mr. Epperson,

The following bids were received on September 25, 2024, in response to the advertisement for the above-referenced project:

1. Lynn Vessels Construction, LLC	\$6,681,603.42
2. McMahon Contracting	\$8,053,338.37
3. Mario Sinacola & Sons Excavating, Inc.	\$8,391,904.35
4. King George Traffic Solutions	\$8,581,215.06

Our Opinion of Construction Cost (OPCC) for the project was \$8,353,000.00.

After reviewing the bids, we have confirmed that Lynn Vessels Construction, LLC is the low bidder and has provided the required information in the bid.

We know Lynn Vessels to be an established firm based in Sherman, Texas who TNP has had positive experiences working with over the course of 20 years. The City of Sherman also has extensive experience working with Lynn Vessels on projects of similar scope. Based on this and our review of Lynn Vessels bid proposal, we recommend awarding the construction contract to the low bidder, Lynn Vessels Construction, LLC, in the amount of \$6,681,603.42.

Please do not hesitate to contact me if you have any questions.

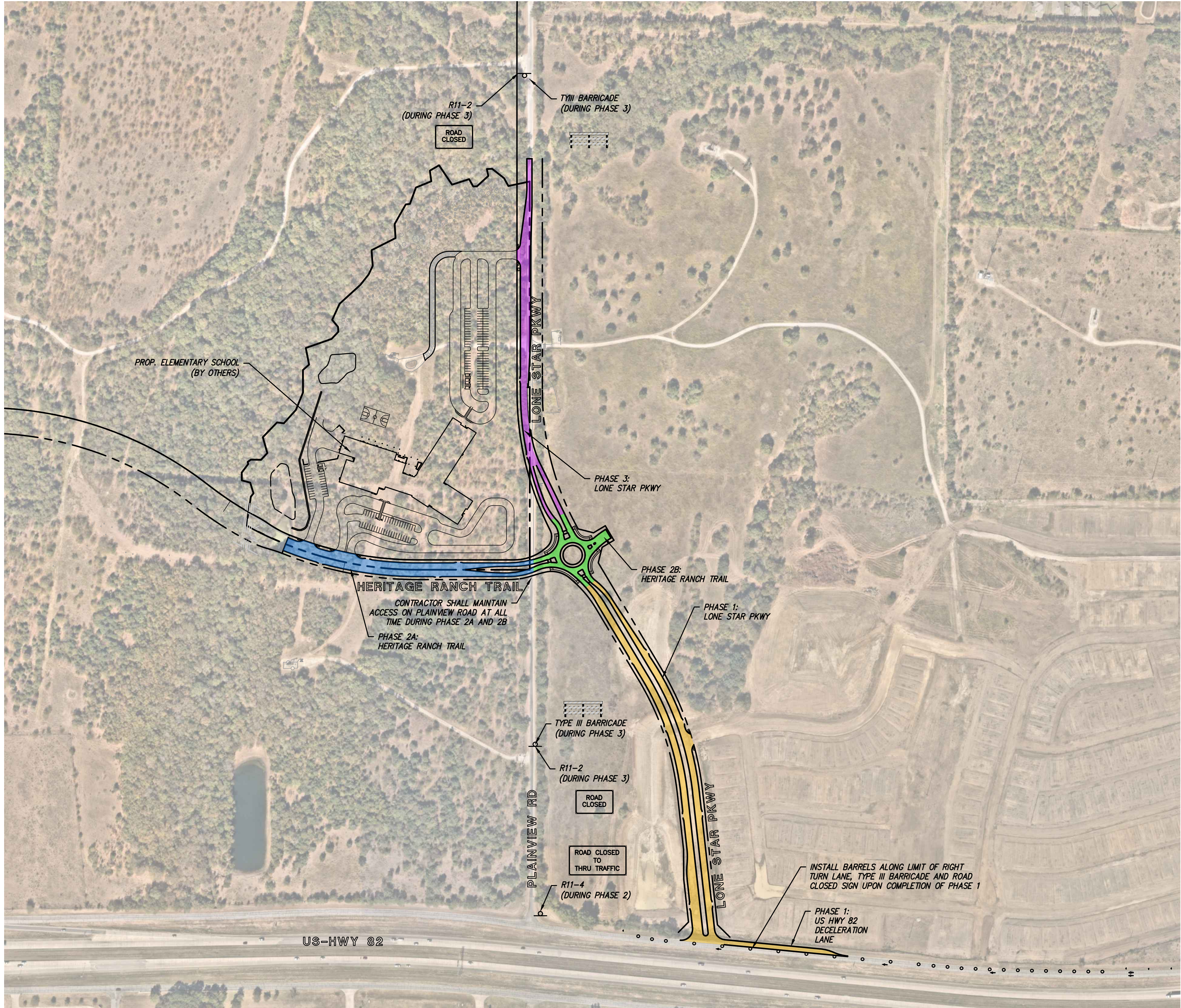
Sincerely,

tnp
teague nall & perkins



Nick Beckman, P.E.
Project Manager

Drawing: T:\Projects\SHN23480\Enr-CSD\CAD\Shm\TCE\TRAFFIC CONTROL AND IMPROVEMENTS.dwg at Aug 02, 2024 2:44pm by thedickson
Copyright: RECOMMENDED TRAFFIC CONTROL & CONSTRUCTION SEQUENCING - Files: 2P-LAYOUT.dwg - 2P-TITLE BLOCK.dwg - 2P-PLAN.dwg - 2P-BASE.dwg - 2P-ROW.dwg - 2P-AERIAL.dwg - X3D-BASE.dwg - XREF-BLOC.dwg - xref-LCM.dwg



LEGEND	
	PHASE 1
	PHASE 2A
	PHASE 2B
	PHASE 3

NOTES:

- ALL WORK SHALL BE IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, PART 6, LATEST EDITION & CITY CONSTRUCTION STANDARDS.
- SIGN SPACING SHALL MEET TEXAS MANUAL ON TRAFFIC CONTROL DEVICES, PART 6, LATEST EDITION.
- THIS IS A SUGGESTED CONSTRUCTION SEQUENCING PLAN FOR CONTRACTOR REFERENCE. ANY MODIFICATIONS TO THIS SEQUENCING PLAN SHALL BE APPROVED BY THE CITY OF SHERMAN PRIOR TO IMPLEMENTING.
- THE CONTRACTOR IS RESPONSIBLE FOR THE IMPLEMENTATION OF THE TRAFFIC CONTROL PLAN, MAINTENANCE OF THE TRAFFIC CONTROL DEVICES, & SAFETY OF THE PUBLIC WITH THE PROJECT AREA.
- CONTRACTOR SHALL MAINTAIN ACCESS ALONG PLAINVIEW ROAD AT ALL TIMES DURING PHASE 1, PHASE 2A AND 2B.

PHASE 1 SEQUENCE

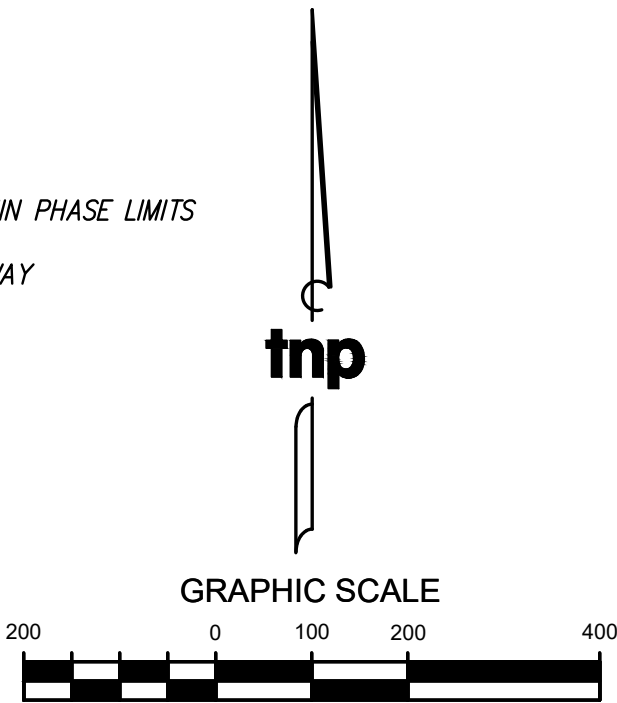
- INSTALL TRAFFIC CONTROL DEVICES
- INSTALL EROSION CONTROL MEASURES
- PERFORM MASS GRADING IN RIGHT OF WAY AND POND
- INSTALL UNDERGROUND UTILITIES
 - WATER LINE
 - STORM LINE SYSTEM A
- CONSTRUCT ROADWAY

PHASE 2 SEQUENCE

- INSTALL EROSION CONTROL MEASURES
- PERFORM MASS GRADING IN RIGHT OF WAY
- INSTALL UNDERGROUND UTILITIES
 - WATER LINE
 - STORM LINE SYSTEM C
- CONSTRUCT ROADWAY

PHASE 3 SEQUENCE

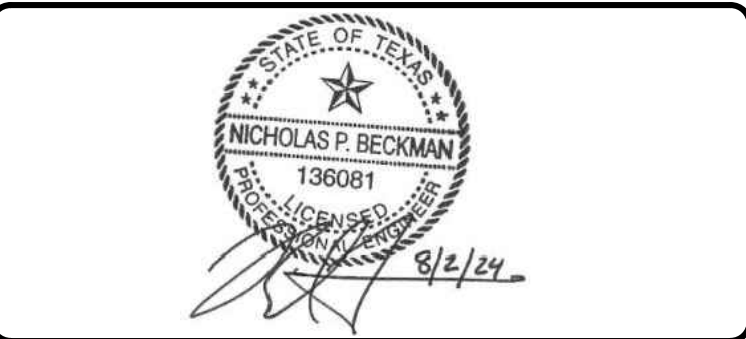
- INSTALL TRAFFIC CONTROL DEVICES
- INSTALL EROSION CONTROL MEASURES
- REMOVE EXISTING ASPHALT PAVING WITHIN PHASE LIMITS
- PERFORM MASS GRADING IN RIGHT OF WAY
- INSTALL UNDERGROUND UTILITIES
 - STORM LINE SYSTEM B
- CONSTRUCT ROADWAY



no.	revision	by	date



teague nall and perkins, inc
825 Waters Creek Blvd., Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
www.tnpinc.com
TBPELS: ENGR F-230; SURV 10011600, 10011601, 1019438
GBPE: PEF007431; TBAE: BR 2673



scale
when bar is
1 inch long
horiz
1"= 200'
vert
N/A
AUG 2024



City of Sherman, Texas
Improvements for
HERITAGE RANCH PUBLIC IMPROVEMENTS
RECOMMENDED TRAFFIC CONTROL & CONSTRUCTION SEQUENCING

tnp project SHN23480
sheet
17



City Council Regular Meeting

Agenda Item No. G.2.

Meeting Date: 10/7/2024

Prepared By: Travis Overturf, Civil Engineer

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7368

Awarding a Bid to and Authorizing Execution of a Contract with Texana Land & Asphalt Inc. Based on an Invitation to Bid for the Street Maintenance Project - Phase 2

Issue:

To consider awarding a bid to and authorizing execution of a contract with Texana Land & Asphalt Inc. of Sulphur Springs, Texas, based on an invitation to bid for the Street Maintenance Project - Phase 2 project.

Background:

This project is part of Public Work's 2024 street improvements and was identified by the Pavement Condition Index (PCI) survey performed by Kimley-Horn as two critical areas in need of improvement. This project will repair Sunset Boulevard from Houston Street to West Washington Street, and West Washington Street from FM 1417 to HWY 75. This project includes resurfacing the roadways through a mill and overlay process with various full depth pavement repairs in areas with subgrade failures. The existing curb and gutter along this alignment will be replaced as needed where it is currently broken or missing.

The average PCI scores for Sunset and Washington Street are 34 and 53 respectively. A score of 55 and above is considered to be fair condition. While anything below 55 is considered to be in poor condition and in need of repair.

A public bid opening was held on September 26, 2024. Four (4) bidders responded to the request for bids. The lowest, responsible, responsive bid in the amount of \$2,498,393.25 was submitted by Texana Land & Asphalt Inc. of Sulphur Springs, Texas. A bid tabulation is attached.

Origination:

Engineering Department

Financial Consideration:

Funding for the project is available in the 2024 Certificates of Obligation.

Staff Recommendation:

It is recommended that the bid be awarded for the Street Maintenance Project - Phase 2 to Texana Land & Asphalt Inc. in the amount of \$2,498,393.25. It is also recommended that the City Manager be authorized to execute the required contract documents.

Alternatives:

As may be directed by City Council

Attachments:

1. Resolution No. 7368
2. Unsigned Agreement
3. Bid Tabulation
4. Letter of Recommendation
5. Location Map

RESOLUTION NO. 7368

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH TEXANA LAND & ASPHALT, INC. BASED ON AN INVITATION TO BID FOR THE STREET MAINTENANCE PROJECT – PHASE 2; 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 Texana Land & Asphalt, Inc. of Sulphur Springs, Texas, is hereby awarded the bid and the City of Sherman hereby approves the contract with Texana Land & Asphalt, Inc., in the amount of Two Million Four Hundred Ninety-Eight Thousand Three Hundred Ninety-Three Dollars and Twenty-Five Cents (\$2,498,393.25) for the Street Maintenance Project – Phase 2; 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 Texana Land & Asphalt, Inc., 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 7th day of October 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 Texana Land & Asphalt Inc., 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:

Street Maintenance Project – Phase 2

Article 2. ENGINEER

The Project has been designed by Wade Trim, Inc., Fort Worth, Texas, who is hereinafter called ENGINEER and who is to act as CITY'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

- 3.1 The Work will be substantially completed and ready for final payment within 210 calendar days from the date when the Contract Time commences to run, 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 \$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 CITY as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein

Article 4. CONTRACT PRICE

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

At the unit prices shown on the 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. 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 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 Davis-Bacon Wage Determinations
- 8.19 Special Provisions
- 8.20 Technical Specification prepared or issued by City of Sherman dated 07/1/2024
- 8.21 Drawings, consisting of sheets numbered 1 through 76, inclusive with each sheet bearing the following general title: City of Sherman, Street Maintenance Project – Phase 2
- 8.22 Addenda numbers 1 to 1, inclusive.
- 8.23 Documentation submitted by CONTRACTOR prior to Notice of Award, identified as _____
- 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 NEGLIGENCE, GROSSLY NEGLIGENCE 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: Texana Land & Asphalt Inc.

By: _____

Date: _____

Attest: _____

Address for giving notices:

By: _____

Date: _____

(Corporate Seal)

Attest: _____

Address for giving notices:

Tabulation of Bids

City of Sherman, Street Maintenance Project-Phase 2 (BID# 2024-25)
 Bid Opening Location: 317 S Travis St (317 S Travis St, Sherman, Texas 75090)
 Bid Opening Date and Time: September 26, 2024 at 3:00 PM

BASE STREETS BID ITEMS

Item No.	Description	UNITS	QUANTITY	DRAKE PAVING LLC		JAGOE PUBLIC COMPANY		OVERLAND CORPORATION		TEXANA LAND & ASPHALT INC.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
GENERAL ITEMS											
P1	MOBILIZATION	LS	1	\$59,788.43	\$ 59,788.43	\$ 175,000.00	\$ 175,000.00	\$ 135,000.00	\$ 135,000.00	\$ 54,000.00	\$ 54,000.00
P2	RIGHT-OF-WAY PREPARATION	LS	1	\$66,740.57	\$ 66,740.57	\$ 50,000.00	\$ 50,000.00	\$ 75,000.00	\$ 75,000.00	\$ 2,500.00	\$ 2,500.00
P3	TRAFFIC CONTROL	LS	1	\$97,330.00	\$ 97,330.00	\$ 175,000.00	\$ 175,000.00	\$ 90,000.00	\$ 90,000.00	\$ 33,181.25	\$ 33,181.25
P4	SW3P IMPLEMENTATION & MAINTENACE	LS	1	\$36,151.15	\$ 36,151.15	\$ 75,000.00	\$ 75,000.00	\$ 29,000.00	\$ 29,000.00	\$ 1,775.00	\$ 1,775.00
75											
P5	SODDING	SY	200.0	\$34.76	\$ 6,952.00	\$ 75.00	\$ 15,000.00	\$ 8.00	\$ 1,600.00	\$ 8.00	\$ 1,600.00
P6	FURNISHING & PLACING TOPSOIL (2" MIN)	SY	200.0	\$89.07	\$ 17,814.00	\$ 35.00	\$ 7,000.00	\$ 30.00	\$ 6,000.00	\$ 25.00	\$ 5,000.00
P7	CONTINGENCY ALLOWANCE	LS	1	\$250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00
W1	MISCELLANEOUS WATER SERVICE REPLACEMENT ALLOWANCE	EA	10	\$2,200.00	\$ 22,000.00	\$ 2,200.00	\$ 22,000.00	\$ 2,200.00	\$ 22,000.00	\$ 2,200.00	\$ 22,000.00
PAVING IMPROVEMENT ITEMS											
P8	MILLING EXSITING ASPHALT PAVEMENT (3')	SY	36080.0	\$ 4.77	\$ 172,101.60	\$ 4.00	\$ 144,320.00	\$ 3.25	\$ 117,260.00	\$ 3.75	\$ 135,300.00
P9	ASPHALT PAVEMENT (3" TYPE "D" HMAC	TON	5953.2	\$ 170.89	\$ 1,017,342.35	\$ 150.00	\$ 892,980.00	\$ 135.50	\$ 806,658.60	\$ 130.00	\$ 773,916.00
P10	FULL-DEPTH ASPHALT REPAIR	SY	4770.0	\$ 95.26	\$ 454,390.20	\$ 100.00	\$ 477,000.00	\$ 70.00	\$ 333,900.00	\$ 100.00	\$ 477,000.00
P11	CURB & GUTTER REPLACEMENT (REMOVE & REPLACE)	LF	6045.0	\$ 127.77	\$ 772,369.65	\$ 110.00	\$ 664,950.00	\$ 85.00	\$ 513,825.00	\$ 70.00	\$ 423,150.00
P12	CONCRETE VALLEY GUTTER REPLACEMENT (REMOVE & REPLACE)	SY	806.0	\$ 135.57	\$ 109,269.42	\$ 350.00	\$ 282,100.00	\$ 225.00	\$ 181,350.00	\$ 155.00	\$ 124,930.00
P13	BARRIER FREE RAMP (REMOVE	EA	5	\$ 1,955.51	\$ 9,777.55	\$ 1,500.00	\$ 7,500.00	\$ 1,500.00	\$ 7,500.00	\$ 600.00	\$ 3,000.00
P14	BARRIER FREE RAMP REPLACEMENT (CITY)*REMOVE & REPLACE)	EA	22	\$ 2,875.69	\$ 63,265.18	\$ 5,500.00	\$ 121,000.00	\$ 3,400.00	\$ 74,800.00	\$ 3,500.00	\$ 77,000.00
P15	CONCRETE DRIVEWAY (REMOVE)	SY	123.0	\$ 135.57	\$ 16,675.11	\$ 75.00	\$ 9,225.00	\$ 125.00	\$ 15,375.00	\$ 40.00	\$ 4,920.00
P16	CONCRETE DRIVEWAY REPLACEMENT (REMOVE & REPLACE)	SY	369.0	\$ 348.31	\$ 128,526.39	\$ 250.00	\$ 92,250.00	\$ 160.00	\$ 59,040.00	\$ 165.00	\$ 60,885.00
P17	(TY I)(W)(12")(SOLID)(90 MIL)	LF	59.0	\$ 15.29	\$ 902.11	\$ 8.00	\$ 472.00	\$ 6.25	\$ 368.75	\$ 6.00	\$ 354.00
P18	(TY I)(W)(12")(SOLID)(CHEVRON)(90 MIL)	LF	195.0	\$ 18.42	\$ 3,591.90	\$ 10.00	\$ 1,950.00	\$ 6.25	\$ 1,218.75	\$ 6.00	\$ 1,170.00
P19	(TY I)(W)(24")(CROSSWALK)(125 MIL)	LF	324.5	\$ 15.99	\$ 5,188.76	\$ 12.00	\$ 3,894.00	\$ 8.00	\$ 2,596.00	\$ 15.00	\$ 4,867.50
P20	(TY I)(W)(24")(CROSSWALK)(125 MIL)	LF	656.0	\$ 16.69	\$ 10,948.64	\$ 13.00	\$ 8,528.00	\$ 7.75	\$ 5,084.00	\$ 15.00	\$ 9,840.00
P21	(TY I)(Y)(4")(SOLID)(90 MIL)	LF	18170.0	\$ 1.02	\$ 18,533.40	\$ 1.00	\$ 18,170.00	\$ 0.75	\$ 13,627.50	\$ 1.50	\$ 27,255.00
P22	(TY I)(W)(24" YIELD TRIANGLES)(125 MIL)	LF	40.5	\$ 62.57	\$ 2,534.09	\$ 50.00	\$ 2,025.00	\$ 42.00	\$ 1,701.00	\$ 15.00	\$ 607.50
P23	RAISED PAVEMENT MARKING (TY II-B-B)	EA	17	\$ 33.37	\$ 567.29	\$ 12.00	\$ 204.00	\$ 5.00	\$ 85.00	\$ 10.00	\$ 170.00
P24	RAISED PAVEMENT MARKING (TY II-Y-Y)	EA	943	\$ 11.47	\$ 10,816.21	\$ 8.00	\$ 7,544.00	\$ 5.00	\$ 4,715.00	\$ 4.00	\$ 3,772.00
P25	SMALL ROADSIDE SIGN ASSEMBLY (RELOCATION)	EA	1	\$ 1,369.59	\$ 1,369.59	\$ 400.00	\$ 400.00	\$ 525.00	\$ 525.00	\$ 150.00	\$ 150.00
P26	SMALL ROADSIDE SIGN & ASSEMBLY	EA	2	\$ 2,213.56	\$ 4,427.12	\$ 500.00	\$ 1,000.00	\$ 725.00	\$ 1,450.00	\$ 25.00	\$ 50.00
TOTAL BASE CONTRACT COST					\$ 3,359,372.70		\$ 3,504,512.00		\$ 2,749,679.60		\$ 2,498,393.25

Highlighted (in yellow) area indicates math error found during audit. Corrected amount shown.



Wade Trim, Inc.
201 Main Street, Suite 251 • Fort Worth, TX 76102
682.237.7718 • www.wadetrim.com

October 1, 2024

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

Attention: Travis Overturf, P.E.
Civil Engineer

Re: Street Maintenance Project Phase 2

Dear Travis Overturf:

On Thursday, September 26, 2024, at 3:00 PM, a bid opening for the Street Maintenance Project Phase 2 was conducted. This bid opening concluded with the receipt of four bids for construction of the project. The following table summarizes the results of a bid tabulation for the bids received.

Contractor	Total Bid
Texana Land & Asphalt Inc.	\$2,498,393.25
Overland Corporation	\$2,749,679.60
Jagoe Public Company	\$3,504,512.00
Drake Paving LLC	\$3,359,372.70

Two of the four bids contained a minor mathematical extension error which was corrected in the tabulation above and did not change the order of the bids.

Texana Land & Asphalt Inc. was the low bidder for the project. Wade Trim conducted reference checks on Texana Land & Asphalt Inc. received very good recommendations for quality of work, responsiveness and ability to work well with others. Based on the review of the qualifications, Wade Trim recommends the City award a construction contract for the Street Maintenance Project Phase 2 to Texana Land & Asphalt Inc. in the amount of \$ 2,498,393.25. We are available to address any questions as needed.

Very truly yours,

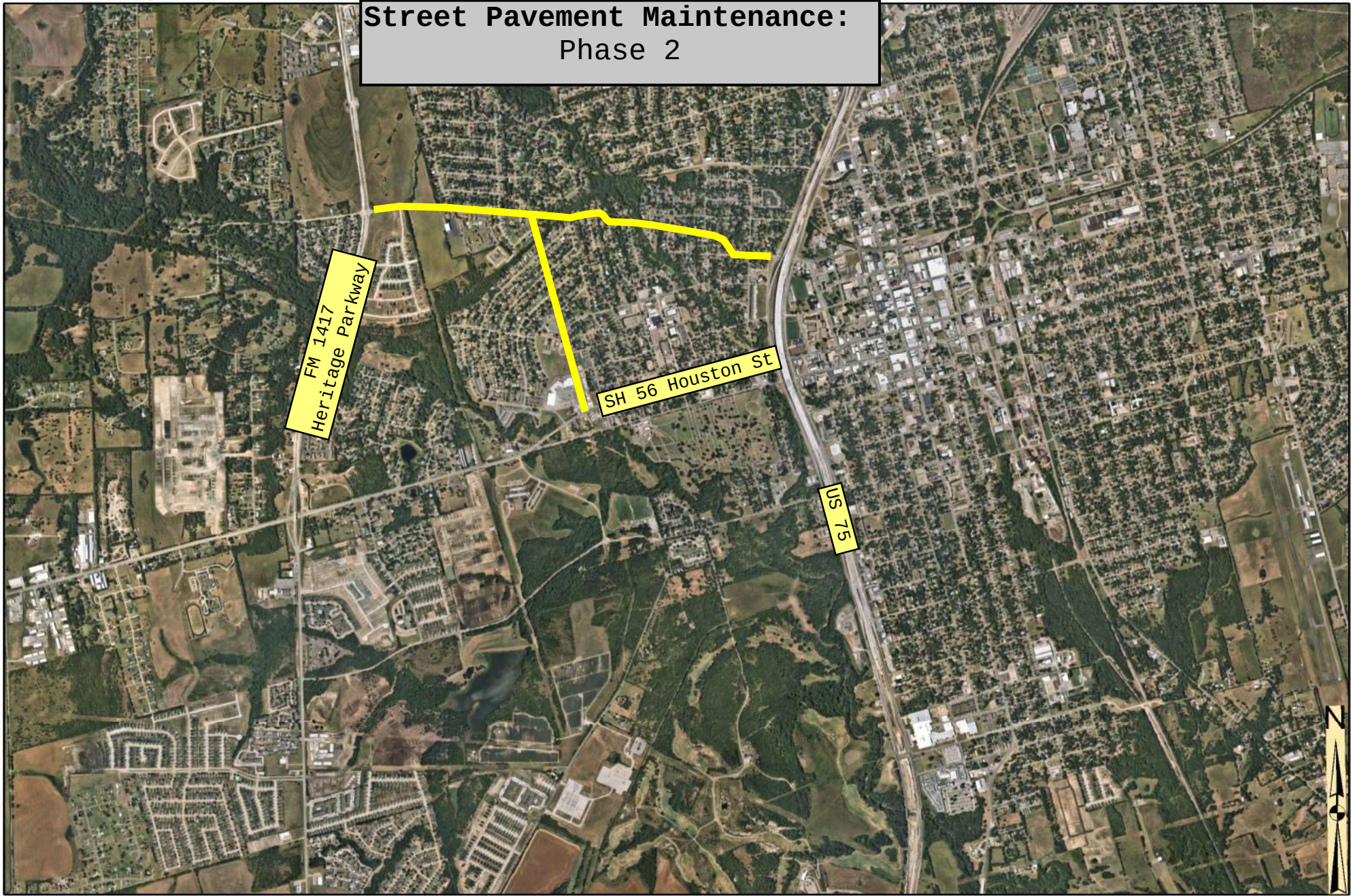
Wade Trim, Inc.

A handwritten signature in blue ink that reads 'Kenneth Tillman'.

Kenneth Tillman PE
Senior Project Manager

KT:amt
SMN500201X

Street Pavement Maintenance:
Phase 2



Phase 2 : Washington St and Sunset Blvd



City Council Regular Meeting

Agenda Item No. G.3.

Meeting Date: 10/7/2024

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

Resolution No. 7369

Authorizing the City Manager or His Designee to Execute a Special Warranty Deed and Execute Contract Documents for The Purchase and Acquisition of Real Property from Wattman Holdings LLC Located at 324 North Crockett Street, being 0.1148 Acres in the J.B McAnair Survey, Abstract 763

Issue:

Authorizing the conveyance of Real Property from Wattman Holdings LLC, located in the J.B. McAnair Survey, Abstract No. 763, being locally known as 324 N. Crockett Street, for the purpose of expanding City Hall

Background:

The property at 324 N. Crockett is on the same block as City Hall. The City plans to acquire property on this block for the future expansion of City Hall.

Origination:

City Manager's Office

Financial Consideration:

The agreed conveyance amount is \$340,000.00

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.

Attachments:

1. .Resolution_No._-Acquisition_of_324 N Crockett
2. .Purchase and Sale Agreement 324 N. Crockett
3. .Location Map
4. Resolution No. 7369

RESOLUTION NO.

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 AND EXECUTE CONTRACT DOCUMENTS FOR THE PURCHASE AND ACQUISITION OF REAL PROPERTY FROM WATTMAN HOLDINGS LLC LOCATED AT 324 N. CROCKETT STREET, BEING .1148 ACRES IN THE J B MCANAIR SURVEY, ABSTRACT 763; 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 Special Warranty Deed for Three hundred forty Thousand dollars and no/100 (\$340,000.00) purchase and acquisition of real property from Wattman Holdings LLC located at 324 N. Crockett Street, Being .1148 acres in the J B McAnair Survey, Abstract 763, 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 _____ day of _____, 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

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

Exhibit “A-1”

BEING DESCRIBED as All that certain lot or parcel of land situated in the City of Sherman, Grayson County, Texas, a part of the J. B. Mcanair Survey, Abstract No. 763, and being known as 320-22-24 N. Crockett and being more particularly described as follows:

BEGINNING At the SW corner of Crockett & Mulberry Streets;
THENCE South 74 degrees west with the south line of Mulberry Street, 50 feet;
THENCE South 16 degrees East, parallel with the west line of Crockett street, 100 feet;
THENCE North 74 degrees East, parallel with the South line of Mulberry street, 50 feet to the west line of Crockett street,
THENCE North 16 degrees West with the West line of Crockett street 100 feet to the place of beginning, and containing 50x100 feet of land and being the same property as that described in a deed from the Merchants & Planters National Bank of Sherman, trustee, to Robert R. Sanford, dated January 1, 1978, and record in Vol. 1418, at page 352, of the deed records of Grayson County, Texas.

RESOLUTION NO.

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 AND EXECUTE CONTRACT DOCUMENTS FOR THE PURCHASE AND ACQUISITION OF REAL PROPERTY FROM WATTMAN HOLDINGS LLC LOCATED AT 324 N. CROCKETT STREET, BEING .1148 ACRES IN THE J B MCANAIR SURVEY, ABSTRACT 763; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the ____ day of _____, 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

**BY: _____
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PURCHASE AND SALE AGREEMENT
324 N. CROCKETT STREET

.1148 acres in the JB McAnair Survey, Abstract 763, City of Sherman, Grayson County, Texas

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into among **THE CITY OF SHERMAN, TEXAS**, a home-rule municipality (the "Purchaser") and **WATTMAN HOLDINGS, LLC**, a Texas limited liability company, (collectively, "Seller").

WHEREAS, defined terms are indicated by initial capital letters. Defined terms shall have the meaning set forth herein, whether or not such terms are used before or after the definitions are set forth.

WHEREAS, Purchaser desires to purchase the Property and Seller desires to sell the Property, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants and agreements set forth herein, as well as the sums to be paid by Purchaser to Seller, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Purchaser and Seller agree as follows:

ARTICLE 1
BASIC INFORMATION

Section 1.1 Certain Defined Terms

The following defined terms shall have the meanings set forth below:

- A. Purchaser.** The City of Sherman, Texas.
- B. Closing.** The completion of the transaction described in this Agreement.
- C. Closing Date.** On or before 10/31/2024.
- D. Inspection Period.** Purchaser will have 10 day to inspect property.
- E. Cure Period.** The period beginning on the date Seller receives Purchaser's Objections and ending on the date that is ten (10) days thereafter.
- F. Due Diligence Delivery Date.** The date that is ten (10) days after the Effective Date.
- G. Earnest Money.** \$0
- H. Effective Date.** The date on which the fully executed Agreement and receipted by the Title Company, as shown on the Title Company Acceptance Page.
- I. Purchase Price.** The sum of THREE HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$340,000.00).

J. Purchaser's Broker. N/A.

K. Review Period. The period ending five (5) days after Purchaser's receipt of the later of the (i) initial Title Commitment, (ii) Title Documents, and (iii) the Survey.

L. Seller's Broker. N/A

M. Title Commitment Delivery Date. The date that is twenty (20) days after the Effective Date.

N. Title Company. Chapin Title Company.

O. Title Termination Period. The period beginning on the expiration of the Cure Period and ending on the date that is five (5) days after the Cure Period.

Section 1.2 Closing Costs

Closing costs shall be allocated and paid as follows:

COST	RESPONSIBLE PARTY
Title Commitment	Seller
Premium for standard form Title Policy	Seller
Premium for endorsements or additional coverage for the Title Policy	Purchaser
Recording Fees	Purchaser
Financing expenses for Purchaser's loan, if any	Purchaser
Escrow Fee charged by Title Company	Purchaser/Seller split evenly
Commission to Seller's Broker	N/A
All other Closing costs, expenses, charges and fees customarily paid by purchasers in Grayson County	Purchaser
All other Closing costs, expenses, charges and fees customarily paid by sellers in Grayson County, including Schedule C Curative Items	Seller

Section 1.3 Notice Addresses

Purchaser: City of Sherman
 Attn: Robby Hefton, City Manager
 220 Mulberry Street
 Sherman, Texas 75454
 Telephone: 903-819-7452
 Email: robbyh@cityofsherman.com

with copy to: Abernathy, Roeder, Boyd & Hullett, P.C.
 Attn: Ryan D. Pittman
 1700 Redbud Boulevard, Suite 300
 McKinney, Texas 75069
 Telephone: 214-544-4046
 Email: rpittman@abernathy-law.com

Seller: Wattman Holdings LLC
 Attn: Gail Utter
 2610 Shenandoah Circle
 Sherman, TX
 Telephone: 903-893-6682
 Email:
 gail.utter@wellsfargoadvisors.com

Title Company: Chapin Title Company
 Attn: Tamara Noyes
 620 N. Travis St,
 Sherman, TX 75090
 Telephone: 903-868-1415
 Email: Tamra.noyes@chapintitle.com

ARTICLE 2 **PROPERTY**

Section 2.1 Property Description

Upon the terms and conditions hereinafter stated, Seller hereby agrees to sell and convey to Purchaser the following (collectively, the "Property"):

A. Land. Good and indefeasible title to .1148 acres in the J B McAnair Survey, Abstract 763, an addition to the City of Sherman, Grayson County, Texas, Known as 324 N. Crockett Street, Sherman, Texas (the "Land"), together with all benefits, privileges, easements, tenements, hereditaments, rights and appurtenances thereon or pertaining to such Land.

B. Licenses and Permits. To the extent assignable by Seller to Purchaser, and to the extent any of the following exist and run with the Land, all of Seller's right, title, and interest in and to (i) licenses, permits, certificates of occupancy, or similar documents relating to the Land; (ii) all permits, approvals, licenses, water and sewer capacity commitments, all engineering and architectural plans; and (iii) all plans, drawings, specifications, surveys, engineering reports, and other technical descriptions of the Land (collectively, "Licenses and Permits").

Section 2.2 Legal Description

The legal description of the Land set forth in the final Survey certified to the Purchaser and Title Company shall be substituted for Exhibit 1 at a later date as the description of the Property to be conveyed hereunder and shall become part of this Agreement.

ARTICLE 3 PURCHASE PRICE

Purchaser agrees to purchase the Property at the Purchase Price and upon the terms set forth herein. At Closing, Purchaser shall deliver to Seller the Purchase Price in cash or other immediate funds.

DUE DILIGENCE AND CONTINGENCIES

Section 3.1 Survey and Title Review

A. Survey. If there is an existing survey of the Property, Seller, at its sole cost and expense, shall deliver to Purchaser a copy of such survey (the "Survey") on or before the Survey Delivery Date. If a new or updated survey of the Property is required, then such new or updated survey shall be obtained by Purchaser at Purchaser's expense and shall be prepared by a registered land surveyor in conformity with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" jointly established and adopted by ALTA and NSPS in 2011 (or such local equivalent as may exist with respect to the Property), in conformity with such standards as are required by the Title Company as a condition to the removal of the survey exception from the Title Commitment, and certified to Purchaser, the Title Company and such other parties as Purchaser shall designate by written notice to Seller. Purchaser must review and approve any Survey prepared by or for Purchaser as a condition of Purchaser's obligations at Closing.

B. Title Commitment. On or before the Title Commitment Delivery Date, Seller shall deliver or cause to be delivered to Purchaser (i) a title commitment (the "Title Commitment") covering the Property binding the Title Company to issue a Texas Owner Policy of Title Insurance (the "Title Policy") on the standard form prescribed by the Texas State Board of Insurance at the Closing, in the full amount of the Purchase Price, insuring Purchaser's fee simple title to the Property to be good and indefeasible, subject only to the Permitted Exceptions as defined below, and (ii) the following documents (collectively, the "Title Documents"): (1) true and legible copies of all recorded instruments affecting the Property and recited as exceptions in the Title Commitment, and (2) a current tax certificate.

C. Special Assessment Districts. If the Property is situated within a utility district or flood control district subject to the provisions of Section 50.301, Texas Water Code, then Seller shall give to Purchaser as part of the Title Documents the required written notice and Purchaser agrees to acknowledge receipt of the notice in writing. The notice must set forth the current tax rate, the current bonded indebtedness and the authorized indebtedness of the district, and must comply with all other applicable requirements of the Texas Water Code. If the Property is subject to mandatory membership in a property owner's association, Seller shall notify Purchaser of the current annual budget of the property owners' association, and the current authorized fees, dues and/or assessments relating to the Property.

D. Review and Cure Period. During the Review Period, Purchaser shall have the opportunity to review the Survey, the Title Commitment, and the Title Documents. If Purchaser has any objections to the Survey, Title Commitment or Title Documents, Purchaser may deliver such objections to Seller in writing within the Review Period (collectively, "Objections"). Purchaser's failure to provide Objections to Seller prior to the expiration of the Review Period shall be a waiver of Purchaser's right to object, and any item to which Purchaser does not include in its Objections on or before to the expiration of the Review Period shall also be deemed a "Permitted Exception." Items that the Title Company identifies as to be released at Closing will be deemed Objections by Purchaser and shall not be Permitted Exceptions. If Purchaser provides Seller with any Objections, Seller may, but is not obligated to attempt to satisfy the Objections within the Cure Period.

E. Failure or Refusal to Cure. If Seller cannot satisfy or chooses not to satisfy Purchaser's Objections within the Cure Period, then Purchaser may terminate this Agreement by delivering a written notice to Seller within the Title Termination Period. If Purchaser terminates this Agreement, the Earnest Money shall be immediately returned to Purchaser and thereafter neither party shall have any rights or obligations under this Agreement (except for those which may expressly survive the termination of this Agreement). If Purchaser does not terminate this Agreement, then Purchaser shall be deemed to have waived any uncured Objections, except for those Objections Seller has agreed to cure, and must accept such title as Seller is able to convey as of Closing, subject to the other terms and provisions of this Agreement. Notwithstanding the foregoing, at or prior to Closing, Seller shall discharge or cause to be discharged all: (i) matters set forth on Schedule C of the Title Commitment; (ii) exceptions to title created after the Effective Date without the written consent of Purchaser; and (iii) judgments, liens and mortgages affecting the Property, and same shall not constitute Permitted Exceptions.

Section 3.2 Due Diligence

On or prior to the Due Diligence Delivery Date, Seller shall deliver to Purchaser copies of all engineering investigations, soils reports, feasibility reports, tests, environmental studies, license agreements, management agreements, and other information related to the Property in Seller's possession or control. Notwithstanding Seller's delivery of the above described studies, tests and other due diligence material, if any, Purchaser acknowledges that any information of any type which Purchaser has received or may receive from Seller, or its agents, is furnished to Purchaser as a courtesy only and on the express condition that Purchaser shall make an independent verification of the accuracy of such information, and that all such information is being furnished without any representation or warranty by Seller as to the truth, accuracy, or completeness of such

information; provided, however, that Seller confirms that Seller has no current actual knowledge of any material inaccuracies or errors in any such due diligence materials. Further, as a condition to Seller's delivery of any due diligence materials to Purchaser, Purchaser expressly acknowledges the foregoing in its acceptance of such due diligence items from Seller, and agrees to waive any and all claims against Seller for any cause of action arising from Purchaser's reliance on such Seller furnished due diligence materials.

Section 3.3 Inspection Period

A. Purchaser's Right to Inspect the Property. Prior to the expiration of the Inspection Period, Purchaser shall have the right to inspect the Property and determine if the same is suitable for Purchaser's intended use. If Purchaser notifies Seller in writing on or before 11:59 p.m. on the last day of the Inspection Period that Purchaser disapproves or is dissatisfied in any way with the Property, such determination to be made in Purchaser's sole and absolute discretion, then this Agreement shall terminate and the Earnest Money heretofore delivered by Purchaser to Title Company shall be returned to Purchaser; provided, however, the Independent Consideration shall not be returned to Purchaser. If Purchaser fails to so notify Seller in writing prior to the expiration of the Inspection Period of Purchaser's election to terminate this Agreement, this Agreement shall continue in full force and effect. Seller hereby grants to Purchaser during the Inspection Period the right to enter upon the Property and conduct such tests as Purchaser deems necessary.

B. Indemnification for Inspection. To the extent permitted by law, Purchaser shall indemnify, defend, and hold harmless Seller from all claims, actions or causes of action which might occur by virtue of the entry upon or testing of the Property and provided further that in the event Purchaser does not return the Property to its condition prior to Purchaser's activities, Purchaser shall be responsible for all damages occasioned to the Property arising out of the entry upon or testing of the Property, and this indemnity and covenant will survive the Closing or termination of this Agreement for a period of twelve (12) months. Notwithstanding the foregoing or anything contained herein to the contrary, Purchaser shall have no obligation to indemnify Seller for any claim, action or cause of action which is caused, in whole or in part, by Seller's grossly negligent act or omission or to the extent caused by the willful misconduct of Seller, nor shall Purchaser be required to indemnify Seller with respect to Purchaser's discovery or disturbance of any preexisting matter on or with respect to the Property existing prior to entry on the Property by Purchaser or Purchaser's agents, independent contractors, servants, or employees, including, but not limited to, any hazardous material or dangerous condition.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

Section 4.1 Seller's Representation and Warranties

Seller represents and warrants to Purchaser as of the Effective Date and as of the Closing as follows:

A. Title. Seller has the right to convey and will convey to Purchaser good and indefeasible fee simple title to the Property free and clear of any and all liens, assessments,

unrecorded easements, security interests and other encumbrances except only to the Permitted Exceptions.

B. Licenses. There are no parties in possession of any portion of the Property as licensees, tenants at sufferance or trespassers except for those disclosed, and delivered to Seller as part of the due diligence materials.

C. Negative Covenants. Seller shall not further encumber any of the Property or allow an encumbrance upon the title to any of the Property without the written consent of Purchaser.

D. Liens and Debts. There are no mechanic's liens, Uniform Commercial Code liens or unrecorded liens against the Property, and Seller shall not allow any such liens to attach to the Property prior to Closing, which will not be satisfied out of the Closing proceeds. All obligations of Seller arising from the ownership and operation of the Property and any business operated on the Property, if any, including, but not limited to, taxes, leasing commissions, salaries, and similar agreements, have been paid or will be paid prior to Closing. Except for obligations for which provisions are made in this Agreement for prorating at Closing, there will be no obligations of Seller with respect to the Property outstanding as of Closing.

E. Litigation. To Seller's knowledge, there is no pending or threatened litigation, condemnation, or assessment affecting any of the Property. Seller shall promptly advise Purchaser of any litigation, condemnation or assessment affecting any of Property which is threatened or instituted after the Effective Date.

F. Operation of the Property. After the Effective Date through the Closing Date, Seller shall maintain the Property in the same condition and in the same manner as existed on the Effective Date, except for ordinary wear and tear and any casualty loss.

G. Patriot Act. To the extent applicable to Seller, Seller has complied in all material respects with the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, which comprises Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act") and the regulations promulgated thereunder, and the rules and regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), to the extent such laws are applicable to Seller. To the best of Seller's knowledge, Seller is not included on the List of Specially Designated Nationals and Blocked Persons maintained by the OFAC, or is a resident in, or organized or chartered under the laws of, (i) a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the Patriot Act as warranting special measures due to money laundering concerns or (ii) any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur.

H. Organization and Authority. The execution and delivery of this Agreement by those executing this Agreement on Seller's behalf and Seller's performance of this Agreement has been duly authorized by Seller, and this Agreement is binding on Seller and enforceable against

Seller in accordance with its terms. The execution of this Agreement and the consummation of the transaction contemplated herein will not violate any restriction, court order or agreement to which Seller or the Property is subject.

I. No Prohibitions. Neither Seller, nor any employee executing this Agreement on behalf of Seller is prohibited from (i) executing or delivering this Agreement; (ii) complying with the terms of this Agreement or (iii) consummating the transactions contemplated by this Agreement by any applicable governmental requirement, agreement, instrument, restriction, or by a judgment, order or decree of any governmental authority having jurisdiction over Seller or the Property.

J. Compliance with Laws. To the best of Seller's current actual knowledge, neither the Property, nor Seller are currently subject to (i) any existing, pending or threatened investigation or inquiry by any governmental authority or (ii) any remedial obligations, under any applicable law, statute, ordinance, rule, regulation, order or determination of any governmental authority or any board of fire underwriters (or other body exercising similar functions), or any restrictive covenant or deed restriction or zoning ordinance or classification affecting the Property, including, without limitation, all applicable building codes, fire codes, health codes, water codes, flood disaster laws and health and Environmental Laws and regulations (hereinafter sometimes collectively called the "Applicable Laws"). Seller has received no notice from any municipal, state, federal or other governmental authority of any violation of any Applicable Laws issued in respect of the Property which has not been heretofore corrected, and no such violation exists.

K. "AS IS". EXCEPT AS EXPRESSLY PROVIDED HEREIN, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, ABSENCE OF LATENT DEFECTS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PURCHASER AGREES THAT WITH RESPECT TO THE PROPERTY, PURCHASER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR SELLER'S REPRESENTATIVES. PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, LATENT DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PURCHASER AGREES TO TAKE WHATEVER ACTION AND PERFORM WHATEVER INVESTIGATIONS AND STUDIES PURCHASER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION

OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OF, OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO, ANY HAZARDOUS AND/OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS AND THERE ARE NO ORAL OR WRITTEN AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY. FURTHER, PURCHASER HEREBY ACKNOWLEDGES TO SELLER THAT PURCHASER AND SELLER ARE NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE THE CLOSING AND SHALL NOT BE MERGED THEREIN.

Section 4.2 Purchaser's Representations and Warranties

Purchaser represents and warrants to Seller as of the Effective Date and as of the Closing as follows:

A. Organization and Authority. Purchaser is a home-rule municipality validly existing under the laws of the State of Texas. The execution and delivery of this Agreement by those executing this Agreement on Purchaser's behalf and Purchaser's performance of this Agreement has been duly authorized by Purchaser, and this Agreement is binding on Purchaser and enforceable against Purchaser in accordance with its terms. The execution of this Agreement and the consummation of the transaction contemplated herein will not violate any restriction, court order or agreement to which Purchaser is subject. If Purchaser assigns this Agreement to an allowed third party, such entity shall be duly organized, validly existing and in good standing under the laws of the State of Texas and have all the requisite power and authority to enter into, deliver and perform this Agreement.

B. Litigation. To Purchaser's knowledge, there is no pending or threatened litigation affecting Purchaser that would materially impact the transaction described in this Agreement. Purchaser shall promptly advise Seller of any litigation affecting Purchaser and its ability to consummate the transaction contemplated herein which is threatened or instituted after the Effective Date.

C. Patriot Act. To the extent applicable to Purchaser, Purchaser has complied in all material respects with the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, which comprises Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act") and the regulations promulgated thereunder, and the rules and regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), to the extent such laws are applicable to Purchaser. To the best of Purchaser's knowledge, Purchaser is not included on the List of Specially Designated Nationals and Blocked Persons maintained by the OFAC, or is a resident in, or organized or chartered under the laws of, (i) a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the Patriot Act as warranting special measures due to money laundering concerns or (ii) any foreign country that

has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur.

D. No Prohibitions. Neither Purchaser, nor any employee executing this Agreement on behalf of Purchaser is prohibited from (i) executing or delivering this Agreement; (ii) complying with the terms of this Agreement or (iii) consummating the transactions contemplated by this Agreement by any applicable governmental requirement, agreement, instrument, restriction, or by a judgment, order or decree of any governmental authority having jurisdiction over Purchaser.

Section 4.3 Knowledge

A. Seller's Knowledge. For purposes of this Agreement and any closing document, whenever the phrase "to Seller's actual knowledge," "to Seller's knowledge," "the knowledge of Seller," or "to the best of Seller's knowledge" or similar words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of Wattman Holdings, LLC, at the times indicated only, without independent inquiry, without any actual or implied duty of inquiry whatsoever and without imputation to such person of the knowledge of any other person. The named individuals are acting for and on behalf of Seller and in a capacity as an officer or representative of Seller and is in no manner expressly or impliedly making any representations or warranties in an individual capacity. Purchaser waives any right to sue or seek any personal judgment or claim against such individuals.

B. Purchaser's Knowledge. For purposes of this Agreement and any closing document, whenever the phrase "to Purchaser's actual knowledge," "to Purchaser's knowledge," "the knowledge of Purchaser," or "to the best of Purchaser's knowledge" or similar words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of Robby Hefton, at the times indicated only, without independent inquiry, without any actual or implied duty of inquiry whatsoever and without imputation to such person of the knowledge of any other person. The named individuals are acting for and on behalf of Purchaser and in a capacity as an officer or representative of Purchaser and is in no manner expressly or impliedly making any representations or warranties in an individual capacity. Seller waives any right to sue or seek any personal judgment or claim against such individuals.

Section 4.4 Remedies

If either party discovers prior to Closing that any of the other party's representations or warranties have been misrepresented or are inaccurate, such discovering party may notify the party with deficient representations and/or warranties in writing, and the deficient party may attempt to correct or remedy the misrepresentation or inaccuracy. If the misrepresentation or inaccuracy is not remedied prior to Closing, upon written notice to the deficient party, the discovering party may: (i) proceed to Closing without waiving any claim for breach of warranty or misrepresentation; (ii) delay Closing until ten (10) days after the misrepresentation or inaccuracy is remedied; or (iii) exercise any remedies available for default by the deficient party under this Agreement.

Section 4.5 Non-Conformance

Purchaser has or will independently investigate and verify to Purchaser's satisfaction the extent of any limitations or permitted uses of the Property. Purchaser acknowledges that the current use of the Property or any improvements located on the Property (or both) may not conform to applicable Federal, State or municipal laws, ordinances, codes or regulations. Zoning, permitted uses, height limitations, setback requirements, minimum parking requirements, limitations on coverage of improvements to total area of land, requirements of the Americans with Disabilities Act, wetlands restrictions and other matters may have a significant economic impact upon Purchaser's intended use of the Property. Purchaser is not relying upon any warranties or representations of Seller concerning the permitted uses of the Property or with respect to any nonconformance of the Property.

ARTICLE 5 CLOSING

Section 5.1 Closing Date

The Closing shall occur on or before the Closing Date. Seller shall deliver possession of the Property at Closing.

Section 5.2 Seller's Closing Documents

At the Closing, Seller shall deliver the following to Purchaser:

A. A duly executed Special Warranty Deed (the "Deed"), in the form attached hereto as Exhibit A, conveying the Property to Purchaser in fee simple, subject only to the Permitted Exceptions;

B. The Title Policy issued by the underwriter for the Title Company pursuant to the Title Commitment, subject only to the Permitted Exceptions, in the full amount of the Purchase Price, dated as of the date of Closing.

C. A FIRPTA certificate, duly executed and acknowledged by Seller;

D. A general assignment assigning to Purchaser all of Seller's interest in any Licenses and Permits;

E. An assignment to Purchaser of Seller's interest in any Leases;

F. Evidence of Seller's authority and capacity to close this transaction; and

G. All other documents reasonably required by the Title Company from Seller to close this transaction.

Section 5.3 Purchaser's Closing Documents

At the Closing, Purchaser shall deliver the following to Seller:

- A. The Purchase Price;
- B. Evidence of Purchaser's authority and capacity to close this transaction;
- C. All other documents reasonably required by the Title Company from Purchaser to close this transaction.

Section 5.4 Closing Costs

Each party shall pay its respective costs associated with the Closing in accordance with Section 1.2 above.

Section 5.5 Ad Valorem Taxes

All state, county, and municipal taxes for the then current year relating to the Property shall be prorated as of the Closing Date and, in accordance with the provisions of Section 26.11 of the Texas Tax Code, the Title Company shall collect from Seller its portion of such taxes and remit the same to the appropriate taxing jurisdictions. This provision shall survive the Closing.

NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES. If for the current ad valorem tax year the taxable value of the Property that is the subject of this Agreement is determined by a special appraisal method that allows for appraisal of the Property at less than its market value, the person to whom the Property is transferred may not be allowed to qualify the Property for that special appraisal in a subsequent tax year and the Property may then be appraised at its full market value. In addition, the transfer of the Property or a subsequent change in the use of the Property may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the Property. The taxable value of the Property and the applicable method of appraisal is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

ARTICLE 6

CASUALTY LOSS; CONDEMNATION.

All risk of loss to the Property shall remain upon Seller prior to the Closing. If, prior to the Closing, any portion of the Property is damaged or destroyed by fire or other casualty, or subject to a condemnation or taking or the threat of a condemnation or taking, Purchaser may either terminate this Agreement by delivering a written termination notice to Seller or elect to close. If the transaction is to proceed to Closing, there shall be no reduction in the Purchase Price, but Seller

shall assign to Purchaser all of Seller's right and interest in any insurance proceeds and/or condemnation awards, as applicable, plus an amount equal to any insurance deductible.

ARTICLE 7 **DEFAULT**

Section 7.1 Purchaser's Remedies

If Seller fails to perform its obligations under this Agreement for any reason except Purchaser's default, which continues for more than ten (10) days following delivery of written notice of such default from Purchaser to Seller, then Seller shall be in default and Purchaser may elect to (i) terminate this Agreement and receive the Earnest Money, or (ii) pursue the remedy of specific performance.

Section 7.2 Seller's Remedies

If Purchaser fails to perform its obligations under this Agreement for any reason except Seller's default, which continues for more than ten (10) days following delivery of written notice of such default from Seller to Purchaser, then Purchaser shall be in default, and Seller may terminate this Agreement and receive the Earnest Money, as Seller's sole and exclusive remedies.

ARTICLE 8 **REAL ESTATE COMMISSIONS**

If and only if, as and when this transaction is closed, Seller shall pay a commission to Seller's Broker in an amount set forth in a separate agreement between Seller and Seller's Broker (the "Commission"). The Commission shall be payable at Closing, if, as and when Closing occurs and the transaction is funded. It is expressly understood, acknowledged and agreed that Seller's Broker's right to such Commission shall vest only upon the actual Closing and funding of this Agreement and no Commission shall be earned, due or owing in the event the purchase and sale transaction contemplated herein shall fail to close for any reason whatsoever including, but not limited to, the default of either Seller or Purchaser. In no event whatsoever shall any Seller's Broker be entitled to receive any portion of the Earnest Money. Each party hereto represents to the other that, except as set forth above with respect to Seller's Broker, it has not authorized any other broker or finder to act on its behalf in connection with the sale and purchase transaction contemplated hereby and that it has not dealt with any broker or finder purporting to act for any other party. Each party hereto agrees, to the extent permitted by law, to indemnify and hold harmless the other party from and against any and all liabilities, costs, damages and expenses of any kind or character arising from any claims for brokerage or finder's fees, commissions or other similar fees in connection with the transactions covered by this Agreement insofar as such claims shall be based upon alleged arrangements or agreements made by such party or on its behalf, which indemnity shall expressly survive any termination or Closing of this Agreement.

ARTICLE 9

MISCELLANEOUS PROVISIONS

Section 9.1 Notices

All notices and other communications required or permitted under this Agreement must be in writing and shall be deemed delivered on the earlier of: (i) actual receipt, if delivered in person or by messenger with evidence of delivery; (ii) the date and time of transmission if delivered by email; or (iii) three (3) business days after deposit in the United States Mail as required below. Notices delivered by mail must be deposited with the U.S. Postal Service and sent by certified mail return receipt requested with postage prepaid, and properly addressed to the intended recipient at the address set forth below. Any party may change its address for notice purposes by delivering written notice of its new address to all other parties in the manner set forth above.

Section 9.2 Forms and Construction

This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Seller and Purchaser hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

Section 9.3 Attorney's Fees

The prevailing party in any legal proceeding brought in relation to this Agreement or transaction shall be entitled to recover from the non-prevailing party's court costs, reasonable attorneys' fees and all other reasonable litigation expenses.

Section 9.4 Assignment

Purchaser may not assign this Agreement without the prior written consent of Seller. Notwithstanding the foregoing, Purchaser may assign its rights under this Agreement to any affiliated entity which directly or indirectly controls, is controlled by or is under common control with Purchaser without the consent of Seller, on the condition that the assignee expressly assumes all of the obligations of Purchaser hereunder in a written agreement, and such written agreement is delivered to Seller prior to the Closing Date. This Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties.

Section 9.5 Integration

This Agreement contains the complete agreement between the parties with respect to the Property and cannot be varied except by written agreement of the parties hereto. The parties agree that there are no oral or signed agreements, understandings, representations or warranties made by the parties which are not expressly set forth herein.

Section 9.6 Survival

Any warranty, representation, covenant, condition or obligation contained in this Agreement not otherwise consummated at the Closing will survive the Closing of this transaction for a period of one (1) year.

Section 9.7 Binding Effect

This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective heirs, legal representatives, successors and assigns.

Section 9.8 Time for Performance

Time is of the essence under each provision of this Agreement. If any date of performance hereunder falls upon a Saturday, Sunday or recognized holiday, such date will be deemed moved forward to the next day which is not a Saturday, Sunday or recognized holiday.

Section 9.9 Business Day

The term "business day" shall mean days elapsed exclusive of Saturday, Sunday or recognized holidays.

Section 9.10 Governing Law

This Agreement shall be construed under and governed by the laws of the State of Texas, and unless otherwise provided herein, all obligations of the parties created under this Agreement are to be performed in the county where the Property is located.

Section 9.11 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal or unenforceable provision shall not affect any other provisions, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Agreement.

Section 9.12 Counterparts

This Agreement may be executed in a number of identical counterparts. Each counterpart is deemed an original and all counterparts shall, collectively, constitute one agreement. Executed documents transmitted electronically shall be considered originals.

Section 9.13 Gender; Number

Unless the context requires otherwise, all pronouns used in this Agreement shall be construed to include the other genders, whether used in the masculine, feminine or neuter gender. Words in the singular number shall be construed to include the plural, and words in the plural shall be construed to include the singular.

Section 9.14 Immunity

It is expressly understood and agreed that, in the execution and performance of this Agreement, Purchaser 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.

Section 9.15 Further Assurances

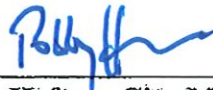
The parties each agree that at any time, or from time to time, after the execution of this Agreement each party will, upon the request of the other party hereto, execute and deliver such further documents and do such further acts and things as such other party may reasonably request in order to effect fully the purposes of this Agreement

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

EXECUTED on the dates stated below, but to be **EFFECTIVE** on the Effective Date defined herein.

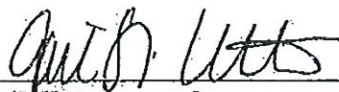
Date: 9/24/2024

PURCHASER:
CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: 
Robby Hefton, City Manager

Date: 9/23/2024

SELLER:
WATTMAN HOLDINGS, LLC,
a Texas limited liability company


Gail Utter, member

TITLE COMPANY ACCEPTANCE

The Title Company acknowledges receipt of the executed Agreement and Earnest Money on _____, 2024, at _____ (a.m./p.m.) and has accepted the Earnest Money subject to the terms and conditions set forth in this Agreement.

TITLE COMPANY:

CHAPIN TITLE COMPANY

By: _____
Name: _____
Title: _____

EXHIBIT "A"
FORM OF SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GRAYSON §

THAT _____ (collectively, "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by the CITY OF SHERMAN, TEXAS, a home-rule municipality ("Grantee"), the receipt and sufficiency of which is hereby acknowledged by Grantor, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY unto Grantee that certain real property more particularly described on Exhibit 1 attached hereto and incorporated herein (the "Land"), together with all and singular, the rights and appurtenances pertaining to the Land, including any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way, and including all of Grantor's rights to all oil, gas and other minerals in and under the Land, if any, but specifically excluding any improvements, fixtures, and personal property situated on and attached to the Land (collectively, the "Property").

This conveyance is made and accepted subject to all those certain easements, covenants, restrictions and other matters more particularly described in Exhibit 2 attached hereto and incorporated herein by this reference for all purposes, to the extent that same are valid and subsisting and affect the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the title to the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject only, however, to the Permitted Exceptions.

[Signature pages follow.]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed to be effective as of the 23rd day of September, 2024. *gm*

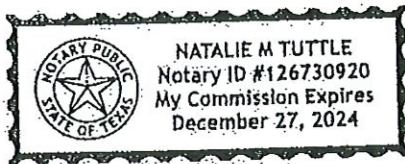
GRANTOR:

Paul D. Tuttle

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

Bailutter BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared an individual.

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



Natalie Tuttle
Notary Public in and for the State of Texas
My Commission Expires: 12/27/2024

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 DESCRIPED as All that certain lot or parcel of land situated in the City of Sherman, Grayson County, Texas, a part of the J. B. Meanair Survey, Abstract No. 763, and being known as 320-22-24 N. Crockett and being more particularly described as follows:

BEGINNING At the SW corner of Crockett & Mulberry Streets;

THENCE South 74 degrees west with the south line of Mulberry Street, 50 feet;

THENCE South 16 degrees East, parallel with the west line of Crockett street, 100 feet;

THENCE North 74 degrees East, parallel with the South line of Mulberry street, 50 feet to the west line of Crockett street,

THENCE North 16 degrees West with the West line of Crockett street 100 feet to the place of beginning, and containing 50x100 feet of land and being the same property as that described in a deed from the Merchants & Planters National Bank of Sherman, trustee, to Robert R. Sanford, dated January 1, 1978, and record in Vol. 1418, at page 352, of the deed records of Grayson County, Texas.

EXHIBIT 2
The Permitted Exceptions

324 N. Crockett



0 50 100 200 Feet



RESOLUTION NO. 7369

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 AND EXECUTE CONTRACT DOCUMENTS FOR THE PURCHASE AND ACQUISITION OF REAL PROPERTY FROM WATTMAN HOLDINGS LLC LOCATED AT 324 N. CROCKETT STREET, BEING .1148 ACRES IN THE J B MCANAIR SURVEY, ABSTRACT 763; 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 Special Warranty Deed for Three hundred forty Thousand dollars and no/100 (\$340,000.00) purchase and acquisition of real property from Wattman Holdings LLC located at 324 N. Crockett Street, Being .1148 acres in the J B McAnair Survey, Abstract 763, 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 7th day of October 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Exhibit “A-1”

BEING DESCRIPED as All that certain lot or parcel of land situated in the City of Sherman, Grayson County, Texas, a part of the J. B. Mcanair Survey, Abstract No. 763, and being known as 320-22-24 N. Crockett and being more particularly described as follows:

BEGINNING At the SW corner of Crockett & Mulberry Streets;

THENCE South 74 degrees west with the south line of Mulberry Street, 50 feet;

THENCE South 16 degrees East, parallel with the west line of Crockett street, 100 feet;

THENCE North 74 degrees East, parallel with the South line of Mulberry street, 50 feet to the west line of Crockett street,

THENCE North 16 degrees West with the West line of Crockett street 100 feet to the place of beginning, and containing 50x100 feet of land and being the same property as that described in a deed from the Merchants & Planters National Bank of Sherman, trustee, to Robert R. Sanford, dated January 1, 1978, and record in Vol. 1418, at page 352, of the deed records of Grayson County, Texas.



City Council Regular Meeting

Agenda Item No. G.4.

Meeting Date: 10/7/2024

Prepared By: Amber Doan, Engineering Coordinator

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7370**

Determining a Public Necessity to Acquire Certain Property Interests for Public Use, Dedication for Construction and Expansion of FM 1417 (Heritage Parkway) from SH 56 to West Travis Street, Authorizing the City Manager or His Designee to Execute Right-of-Way Warranty Deeds for the Dedication of Land in Sherman, Grayson County, Texas

Issue:

Determining a Public Necessity to Acquire Certain Property Interests for Public Use, Dedication for Construction and Expansion of FM 1417 (Heritage Parkway) from SH 56 to West Travis Street, Authorizing the City Manager or His Designee to Execute Right-of-Way Warranty Deeds for the Dedication of Land in Sherman, Grayson County, Texas

Background:

Continued expansion of FM 1417 from SH 56 to West Travis requires additional Rights-of-Way from various property owners along this section of the project. In order to push up funding of this project, TXDOT requires the City to negotiate and purchase needed Right-of-Way. Approval will allow the City Manager or His Designee to approve purchases on this project. Should any property require Eminent Domain, additional council approval will be required and brought back at a future meeting.

Origination:

Engineering Department

Financial Consideration:

Property acquisition costs, along with costs for appraisals, surveys, maps, and acquisition services is budgeted for \$1.6 million for this project

Staff Recommendation:

Staff Recommends approval of this item

Alternatives:

As may be directed by City Council

Attachments:

1. Resolution No. 7370
2. Location Map_09172024

RESOLUTION NO. 7370

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DETERMING A PUBLIC NECESSITY TO ACQUIRE CERTAIN PROPERTY INTERESTS FOR PUBLIC USE, DEDICATION FOR CONSTRUCTION AND EXPANSION OF FM 1417 (HERITAGE PARKWAY) FROM SH 56 TO W. TRAVIS ST., AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A RIGHT-OF-WAY WARRANTY DEED FOR THE DEDICATION OF LAND, IN SHERMAN, GRAYSON COUNTY, TEXAS, 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, or his designee 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 Right-of-Way Warranty Deed for acquisitions of dedication parcels.

SECTION 2: WHEREAS, it is the intent of the City of Sherman, Texas ("Sherman") to acquire the necessary parcels of land for the expansion of FM 1417 to W. Travis St.

SECTION 3: Determination of Just Compensation. The City Manager is hereby authorized and directed to examine and rely on the independent appraisal reports, and other information, to make a determination as to the establishment and approval of a fair market value offer and the just compensation for the parcel dedication for the purpose of making the Bona Fide Offer. After such consideration, the City Manager shall establish and approve the amount determined to be just compensation for acquisition of said parcel dedication and shall have the authority to execute any and all documents necessary to complete the acquisition of same. Total budget for this project is \$1.6 million.

SECTION 4: 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 7th day of October 2024.

CITY OF SHERMAN, TEXAS

BY:

DAVID PLYLER, MAYOR

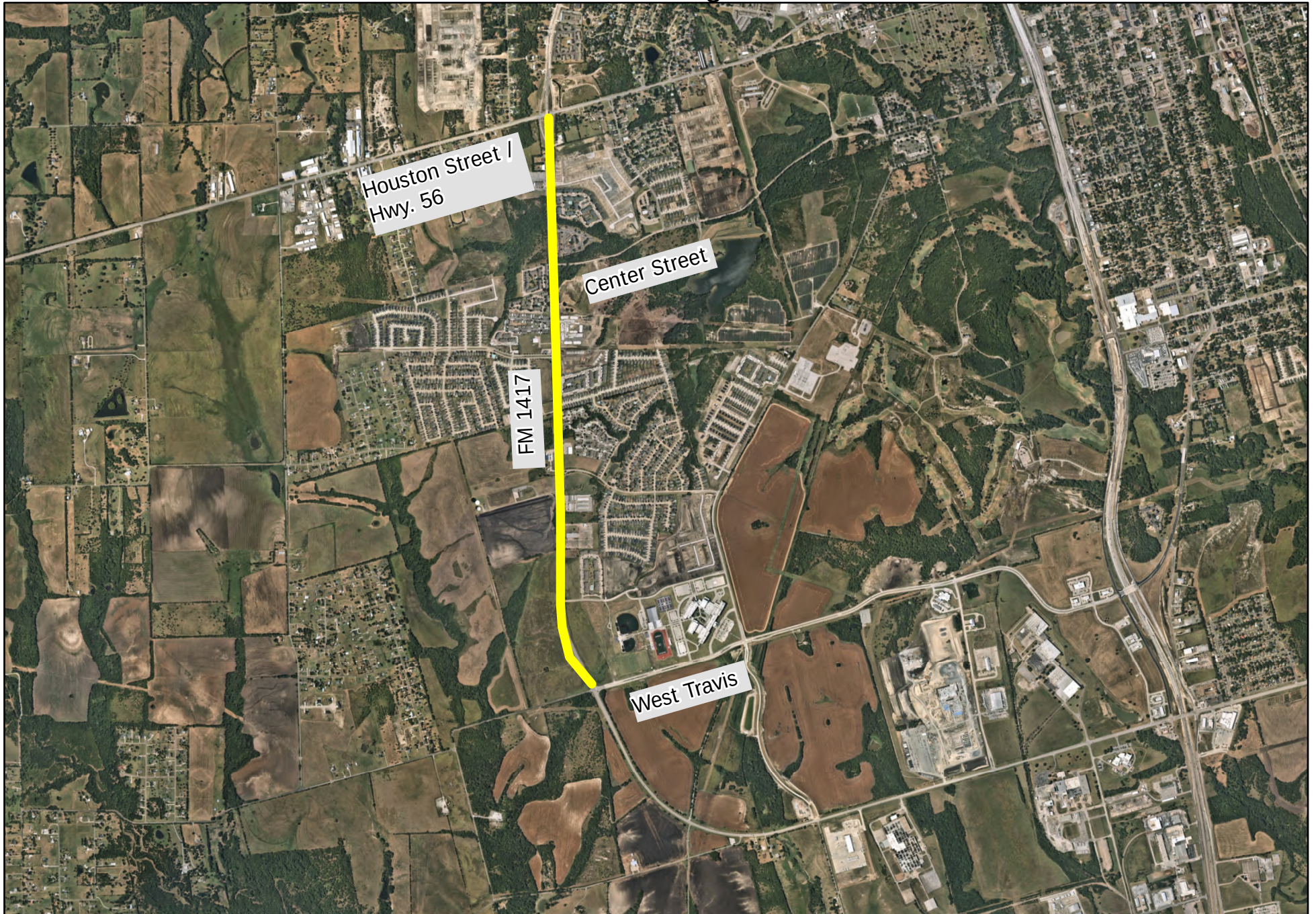
ATTEST:

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

FM 1417 Widening, Phase 2



0 1,250 2,500 5,000 Feet





City Council Regular Meeting

Agenda Item No. G.5.

Meeting Date: 10/7/2024

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7371**

Authorizing Execution of a Professional Services Agreement with Wade Trim, Inc. for the US 82 Wastewater Replacement Project

Issue:

To consider a Professional Services Agreement with Wade Trim, Inc. for design and construction phase services for the US 82 Wastewater Replacement Project

Background:

This portion of the collection system was installed in 1978 and has recently deteriorated. City crews attempted a closed circuit television inspection of the main but was unable to do a complete survey due to collapsed sections of clay pipe and excessive build up of rust in sections of ductile iron pipe under the highway. It was recommended to replace all the old lines from Cinema Drive all the way under US 75 to Gallagher Drive. This project was not identified in the FY25 budget, but needs immediate attention. The design of engineered construction drawings will be done in two phases. The first phase will design replacement of the wastewater main from Cinema Drive to Loy Lake for construction in 2026, and the second phase will design replacement of the wastewater main from Loy Lake to Gallagher Drive in 2027. The option to do both construction phases together as one phase with the second phase as an alternate to award if funding is available.

Origination:

Engineering Department

Financial Consideration:

Funding of \$418,000.00 is available through GTUA Open market bonds.

Staff Recommendation:

It is recommended that the professional service agreement with Wade Trim, Inc. be approved.

Alternatives:

As may be directed by City Council.

Attachments:

1. Resolution No. 7371
2. Professional Services Agreement
3. Vicinity Map

RESOLUTION NO. 7371

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH WADE TRIM, INC. FOR THE US 82 WASTEWATER REPLACEMENT 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 Wade Trim, Inc. for the US 82 Wastewater Replacement 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 SHERMAN, TEXAS on this the 7th day of October 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
WADE TRIM, 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: **Wade Trim, Inc.**
 201 Main Street, Suite 251
 Fort Worth, Texas 76102
 Telephone: (682) 237-7718

for the following Project: **US 82 Wastewater Replacement Project**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Wade Trim, Inc., a Michigan 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 US 82 Wastewater Replacement Project ("Project"); and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

ARTICLE 1 CONSULTANT'S SERVICES

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

ARTICLE 2 CITY'S RESPONSIBILITIES

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

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

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a Lump Sum basis in an amount not to exceed **Two Hundred Fifty Seven Thousand Five Hundred Dollars (\$257,500.00)**; (b) for Special Services, on a Time & Materials (T&M) basis in an amount not to exceed **One Hundred Sixty Thousand Five Hundred (\$160,500.00)** (collectively, "Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Engineering Budget Summary as set forth in **Exhibit B**.
 - 3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to final 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 recommendation as whether or not to certify that sufficient cause exists for City to declare

Contractor in violation 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	\$300.00
Senior Project Manager	\$260.00
Project Engineer	\$180.00
Engineer	\$140.00
Technician	\$140.00
Admin	\$120.00

- 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

- 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 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 \$2,200,000.00 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. 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.

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. Consultant is not responsible and is hereby released from responsibility for use of documents for any purpose other than for the Project.

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, 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, 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, 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, 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:

Shawn W. Keough

Senior Vice President
Wade Trim, Inc.
25251 Northline Road
Taylor, Michigan 48180
Telephone: (734) 947-2622
Email: skeough@wadetrim.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 current fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's current fiscal year unless and until such funds are budgeted.
- 12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.
- 12.24 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.

12.25 **Reference to City** – When referring to “City,” this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

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

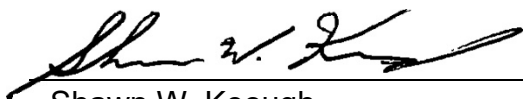
CITY:

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

By: _____
Robby Hefton, City Manager

CONSULTANT:

Wade Trim, Inc.
a Michigan corporation

By: _____
Shawn W. Keough
Senior Vice President

APPROVED AS TO FORM:

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

STATE OF MICHIGAN §
 §
COUNTY OF Wayne §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **SHAWN W. KEOUGH**, 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 **WADE TRIM. INC.**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 26th DAY OF September 2024.

Kimberly M. Addison
NOTARY PUBLIC IN AND FOR THE STATE OF MICHIGAN
My commission expires: 9/18/25

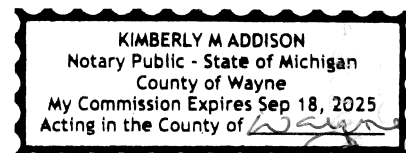


EXHIBIT A SCOPE OF SERVICES

I. PROJECT DESCRIPTION

The City of Sherman has requested Wade Trim (Consultant) provide professional engineering services, including surveying, subsurface utility engineering (SUE), and geotechnical services, for the replacement of approximately 600 linear feet of 6-inch Vitrified Clay Pipe (VCP), 3,000 linear feet of 8-inch VCP, and 600 linear feet of 8-inch ductile iron pipe (DIP).

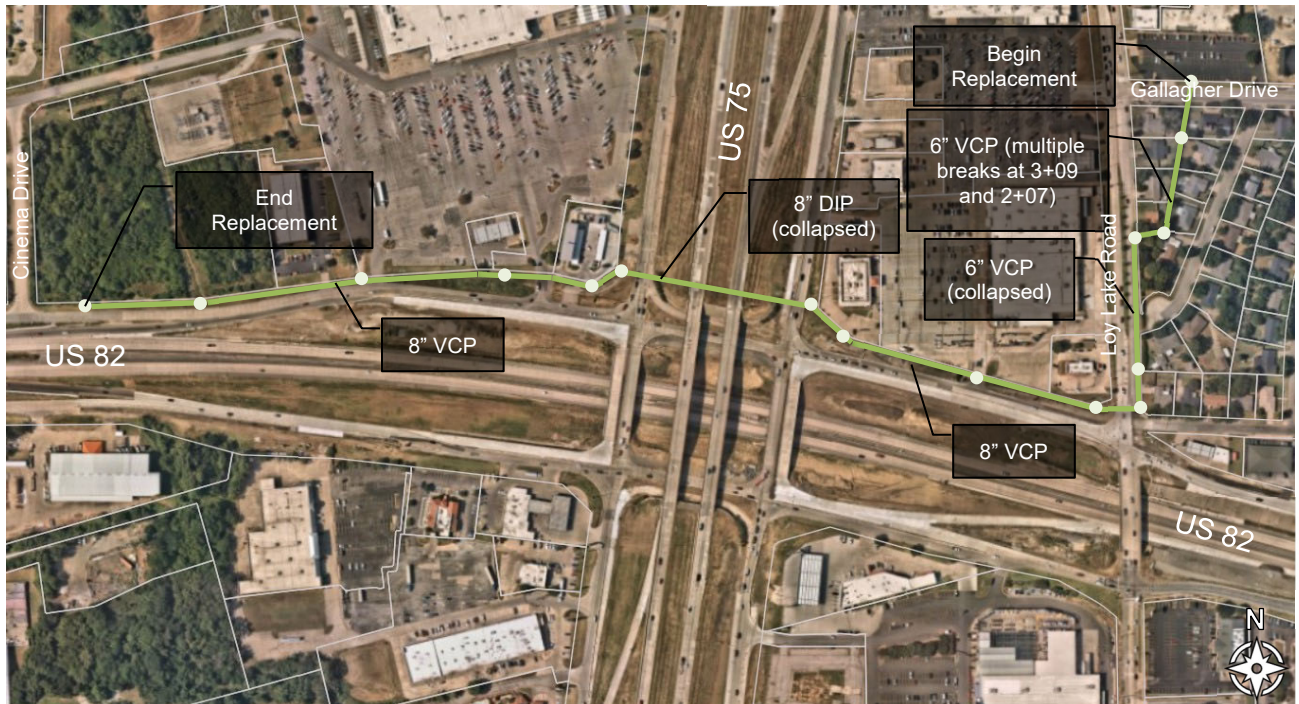


Figure 1: Existing wastewater line to be replaced by this Project.

The existing 6-inch VCP line begins at the north side of Gallagher Drive approximately 200 linear feet from the intersection with Loy Lake Road. The 6-inch line runs behind the houses on Loy Lake Road and Bordeaux Street, and then increases to 8-inch VCP and parallels Loy Lake Road on the east side before crossing Loy Lake Road near the intersection of US 82 Frontage Road. The 8-inch VCP line parallels US 82 to US 75. The crossing on US 75 is 8-inch DI pipe. On the west side of US 75 the 8-inch VCP line continues to parallel US 82 to approximately 200 linear feet east of Cinema Drive.

During the review of the CCTV, there were a number of breaks and collapsed areas that require replacement. Pipe failures at Stations 3+09 (upstream) and 2+07 (downstream) made a section at the northeast end inaccessible. Another 370 linear feet of pipe between stations 21+45 and 24+30 was inaccessible by CCTV. Lastly, a portion of ductile iron main under US 75 was inaccessible by CCTV.

The City has requested for the Consultant provide engineering services for replacing and upsizing the stretch of interceptor from Gallagher Drive to Cinema Drive at US 82. During preliminary design, the Consultant will consider alternative replacement methods and make a recommendation to the City.

EXHIBIT A SCOPE OF SERVICES



Figure 2: Proposed conditions for wastewater line replacement.

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 utility companies, franchise utilities, City of Sherman, pipeline companies, and TxDOT which has facilities within or adjacent to the Project.
- C. Each time the Consultant submits plans and/or specifications to the 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 staff and returned to the 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. 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

EXHIBIT A SCOPE OF SERVICES

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 the City of Sherman, TxDOT and franchise utility companies 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. The Consultant only expects there to be permitting with TxDOT.
- viii Attend up to two (2) additional project coordination meetings, if needed.

III. TASK SUMMARY. BASIC SERVICES

I. Project Management

- a. This task includes project management functions including preparing for project meetings with the City and internal meetings with the design team, invoicing, scheduling, communication, subconsultant coordination, and monthly reporting (as stated in the General Requirements section).
- b. Develop internal project management plan and maintain through the life of the project.
- c. This task includes printing and reproduction expenses and direct expenses such as travel mileage for site visits and project meetings.
- d. The Consultant will coordinate with TxDOT for assets located in and near the project area. TxDOT will be directly contacted by the project team through the design phase.

A. Consultant will coordinate TxDOT specific design requirements for

EXHIBIT A SCOPE OF SERVICES

permitting or joint use agreement.

- B. The Consultant will coordinate and attend up to two (2) in-person meetings with TxDOT and two (2) virtual meetings for permit application review.

II. Preliminary Design Report

- a. Collect and review of existing data such as record drawings, utility GIS data, and other information provided by the City, TxDOT, and franchise utility companies.
- b. The Consultant will perform up to two (2) site visits during the Preliminary Design Report Phase.
- c. The Consultant will coordinate with franchise utility companies for assets located in the project area. The franchise utilities will be directly contacted by the project team through the design phase to determine approximate location.
 - A. The Consultant will coordinate and attend up to one (1) in-person meetings with franchise utility companies.
- d. Consultant will prepare a Draft and Final Preliminary Design Report (PDR) that establishes elements that are required for the design of the Project.
 - A. The report will be based on a review of record drawings, utility GIS data, and other information provided by the City, TxDOT and franchise utility companies.
 - B. The Consultant will prepare up to three alternatives for pipeline replacement or rehabilitation methods. The report will include a breakdown of proposed permitting/regulatory agency requirements and an Opinion of Probable Construction Cost (OPCC) for review by the City. The three alternatives do not include route alternatives.
- e. The Consultant will prepare the Draft PDR for review by the City and attend an in-person meeting to discuss and make final decisions on options for the final report.
- f. The Final PDR will present the selected alternative to the City for their decision before proceeding into Preliminary Design Phase (30%)
- g. Deliverables include:
 - A. Two (2) copies of the draft Preliminary Design Report and an electronic (pdf) copy.
 - B. Two (2) copies of the final Preliminary Design Report and an electronic (pdf) copy.

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III. Preliminary Design Phase (30%)

- a. Prepare preliminary engineering review drawings to include preliminary horizontal alignments of the proposed wastewater line improvements with minimal construction-related notes. If necessary, report in sufficient detail to indicate clearly any of the problems involved and provide alternate solutions available to the City. Include preliminary alignment and a right-of-way boundary sketch for the Project and set forth clearly the Consultant's recommendations for designs.
- b. The preliminary design construction plan package will include:
 - A. Cover Sheet
 - B. General Notes Sheet(s)
 - C. Preliminary Quantity Summary Sheet
 - D. Suggested Sequence of Construction
 - E. Project Controls Sheets (estimate 2 Sheets, 1"=400' scale, 11"x17" sheets)
 - F. Wastewater Plan & Profile (estimate 20 Sheets 1"=40 scale, 11"x17" sheets) 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 available "Record Drawings" that the Consultant can obtain from other utilities.
 - G. Removal Plan (estimate 10 Sheets)
- c. Quality Assurance/Quality Control (QA/QC) Review
- d. Opinion of Probable Construction Cost (OPCC)
- e. Table of Contents for the Technical Specifications
- f. Deliverables include:
 - A. Two (2) copies of the half-sized (11"x17") Preliminary Plans
 - B. Two (2) copies of Preliminary Opinion of Probable Construction Cost (OPCC)
 - C. PDF of the Preliminary Construction Plans, and OPCC
- g. 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

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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."

- h. 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.
- i. 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.

IV. Intermediate Design Plans (60%)

- a. Prepare intermediate engineering review drawings that address comments from the preliminary engineering review, including detailed construction-related notes.
- b. The intermediate design construction plan package will include:
 - A. Cover Sheet
 - B. General Notes Sheet(s)
 - C. Quantity Summary Sheet
 - D. Suggested Sequence of Construction
 - E. Project Controls Sheets (estimate 2 Sheets, 1"=400' scale, 11"x17" sheets)
 - F. Wastewater Plan & Profile (estimate 20 Sheets, 1"=40' scale, 11"x17" sheets) Proposed wastewater plan and profiles along with plan view locations of 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 available "Record Drawings" that the Consultant can obtain from other utilities.
 - G. Removal Plan (estimate 10 Sheets)
 - H. Construction Details (estimate 14 Sheets)
 - Up to 2 Sheets of special details
 - TxDOT Details
 - City of Sherman Details
- c. Quality Assurance/Quality Control (QA/QC) and constructability reviews

EXHIBIT A SCOPE OF SERVICES

- d. Opinion of Probable Construction Cost (OPCC)
- e. Prepare Intermediate Project Manual, including Bid Form and Special Conditions and technical specifications. The Consultant will utilize the City's boilerplate project manual document and the Consultant's internal technical specification documents specific to this Project in the assembly of the Preliminary Project Manual.
- f. The Consultant will perform up to one (1) site visits during the Intermediate Design Phase.
- g. Deliverables include:
 - i. Two (2) copies of the half-sized (11"x17") Intermediate Construction Plans
 - ii. Two (2) copies of intermediate Construction Plans Opinion of Probable Construction Cost (OPCC)
 - iii. Two (2) copies of the Intermediate Project Manual
 - iv. PDF of the Intermediate Construction Plans, technical specifications and OPCC

V. Final Design/Construction Plans (90% & 100%)

- a. Prepare final engineering review drawings that address all comments from the intermediate review. The final design construction plan package will include:
 - A. Cover Sheet
 - B. General Notes Sheet(s)
 - C. Quantity Summary Sheet
 - D. Suggested Sequence of Construction
 - E. Project Controls Sheets (estimate 2 Sheets, 1"=400' scale, 11"x17" sheets)
 - F. Wastewater Plan & Profile (estimate 20 Sheets, 1"=40' scale, 11"x17" sheets)
Proposed wastewater plan and profiles along with plan view locations of 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 available "Record Drawings" that the Consultant can obtain from other utilities.
 - G. Removal Plan (estimate 10 Sheets)
 - H. Construction Details (estimate 14 Sheets)
 - Up to 2 Sheets of special details
 - TxDOT Details
 - City of Sherman Details
- b. Quality Assurance/Quality Control (QA/QC) review

EXHIBIT A SCOPE OF SERVICES

- c. Opinion of Probable Construction Cost (OPCC) - 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.
- d. Prepare Final Project Manual, including Bid Form and Special Conditions and technical specifications. The Consultant will utilize the City's boilerplate project manual document and the Consultant's internal technical specification documents specific to this Project in the assembly of the Final Project Manual.
 - a. Final deliverables include:
 - i. Two (2) copies of the half-sized (11"x17") Final Construction Plans
 - ii. Two (2) copies of Final Construction Plans Opinion of Probable Construction Cost (OPCC)
 - iii. Two (2) copies of the Final Project Manual
 - iv. PDF of the Final Construction Plans, technical specifications and OPCC
- e. Submit three (3) final sealed copies each of any necessary construction easement documents.
- 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 assist City with obtaining TxDOT Construction Permit. Provide one copy of the half-sized (11"x17") Construction Plans along with one electronic copy for use in the permitting process.

VI. Bid Phase Services

- a. Prepare bid set drawings and specifications that address the comments from the final design review and additional information provided by utility relocations and easement negotiations.
- b. Furnish to the City copies of approved Construction Contract Documents needed for competitive bidding (plans, specifications, notice to bidders, proposals, etc.). Sets of Construction Contract Documents in excess of eight (8) copies are to be paid for separately as provided hereinafter.
- c. Assist the City in the advertisement of the Project for competitive bids.

EXHIBIT A SCOPE OF SERVICES

- d. Assist the City with Pre-Bidders meetings. The Consultant will also attend the Pre-Bidders meeting.
- e. Prepare up to two (2) addenda as appropriate to interpret, clarify, or expand the Bid Documents.
- f. Assist the City in the opening and tabulation of bids for construction of the Project.
- g. Prepare a written summary of the bid tabulation and evaluation together with a letter addressing the award of the construction contract.
- h. 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.
- i. 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.

VII. 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. Attend up to eight (8) site visits upon request
- c. *Pre-Construction Meeting.* Attend the Pre-Construction Meeting 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 City and issue up to twelve (12) 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

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Documents will be made by City.

- f. *Change Orders.* Recommend up to two (2) 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. The consultant will review up to ten (10) Shop Drawings, Samples, Submittals and other data.
- 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 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 (1) half size set and one pdf file of the Record Documents.

VIII. Special Services

- a. Various services incidental to the project, but not within the scope of the Basic

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Engineering Services covered by A., B., C., D., E., and F. 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:

- A. 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.
- Research Existing Public Records: Obtain all subject and adjacent easements, right of ways, subdivision plats, boundary surveys, deeds, and other similar documents from public records.
 - Boundary/Right-of-Way Sketch: Prepare boundary sketch in AutoCAD 2020 or later, of record information obtained by research of public records. Label all parcel, easements, and public ROWs with the appropriate ownership and record of ownership.
 - Right of Entry/Access: Identify, produce, and obtaining written Rights of Entry (ROE) from current landowners, private and public. where necessary. Approximately eight properties have been identified. Provide Wade Trim with signed right of entries.
 - Ties: Establish ties to found ROW, easement, and property monuments to the horizontal control. Tie all secondary control points back to the primary control points.
 - Horizontal and Vertical Control: Establish horizontal and vertical control. All horizontal project data will be based upon the Texas State Plane Coordinate System, North Central Zone, North American Datum of 1983 (NAD 83). All vertical data will be based upon the national Geodetic Vertical Datum of 1988. All horizontal coordinates will be represented as surface coordinates with a surface to grid combined scale factor. Establish a minimum of (3) horizontal and vertical control points.
 - Benchmark: Establish benchmarks within 200 feet of the beginning and end of the project. Establish additional benchmarks along the alignment at intervals that do not exceed 1,000 feet. Benchmarks shall be documented and retraceable (i.e., nail in trees are not acceptable).
 - Contact Digtess: Provide Dig-Tess (Texas 811) information for instruction to locate all existing private utilities in the project area. Prepare utilities sketch in AutoCAD 2020 or later, of franchise and public utilities within project area.
 - Design Phase Topographic Features: Provide horizontal and vertical

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locations of all topographic features within project survey limits as shown below. Limits may be roughly described as Gallagher Drive (ROW to ROW) south down a 10-foot-wide easement in backyards of homes on Bordeaux and Loy Lake, south down Loy Lake from ROW to ROW, west along Highway 82 from the first lane of traffic north to 10 foot past the ROW (except where limits obviously jog farther) across US 75 to the last sanitary sewer manhole located just east of Cinema Drive. Provide a Civil 3D 2020 file or XML file with all topographic features and a topographic surface. The topographic features that shall be located include but are not limited to:

1. Provide ground shots at 50' intervals to provide one (1) foot contours.
2. Other significant grade breaks (walls, ramps, ground slope changes, etc.)
3. Fire hydrants, water meters, valves, and blow offs (Provide rim elevations and top nut measure downs for valves).
4. Gas meters and valves.
5. Power poles, overhead electric lines, telephone, and electrical pedestals.
6. Storm Sewer inlets, manholes, and junction boxes with flow-line elevations, rim elevations, size, depth, and type.
7. Wastewater manholes with flow-line elevations, cleanouts, rim elevations, size, depth, and type.
 - a. Provide pictures on the inside of each wastewater manhole within the project area.
8. Identify drainage channels, ditches, and swales. Identify culvert sizes and flow lines.

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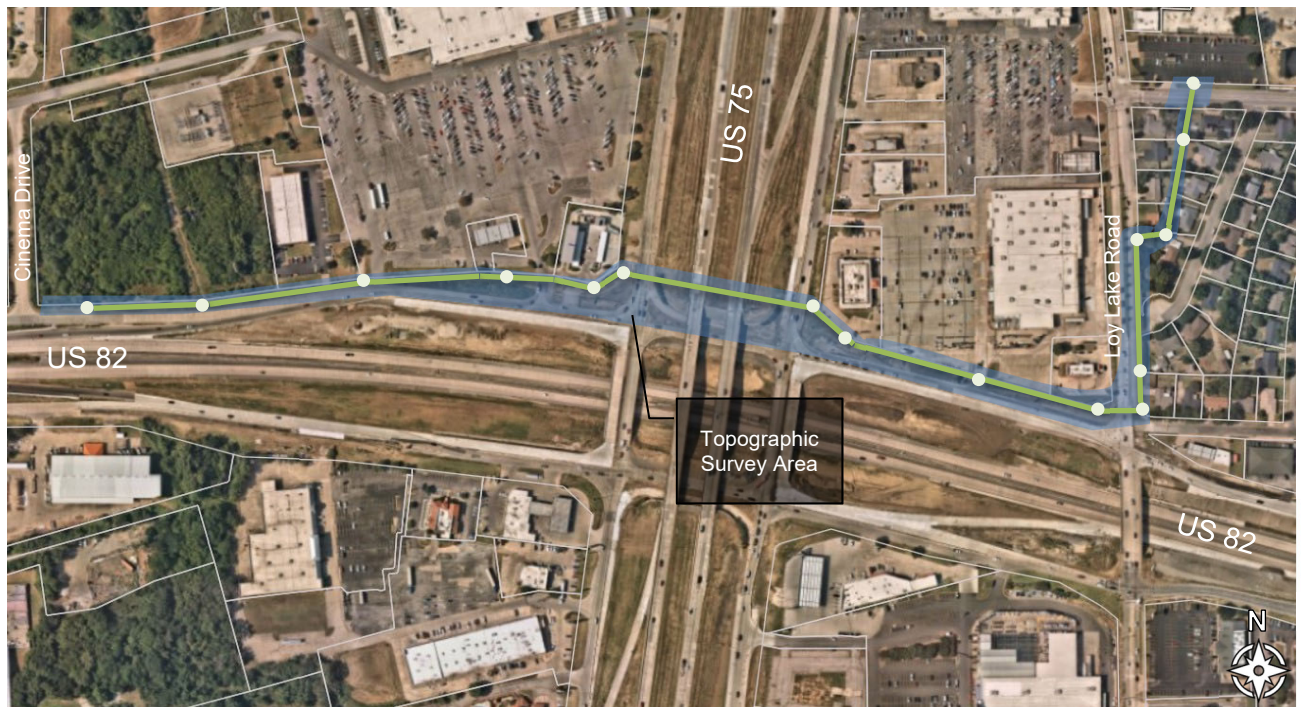


Figure 3: Survey Limits

9. Show channel/ditch/creek features, including top of bank, high bank, side slopes, berms, center line of creek and back-slope interceptors. Show limits of riprap and slope paving.

10. Identify brush or tree lines, and tree types and sizes. Comply with local agency requirements for sizes of trees that must be identified. Identify size, specie and location of individual specimen trees and perimeter location of heavy brush areas.

11. Locate visible indications of utilities (gas mains, electric, telephone, cable TV, communication fiber optics, etc.). Locate ROW markers and pipeline markers (provide information from pipeline marker sign).

12. Roadway features: driveway/ground, back of sidewalk, front of sidewalk, back of curb, gutter, edge of concrete, edge of asphalt, crown of street, mailboxes, signs, and landscaping

13. Locate/verify existing property monuments to establish right-of-way and property lines suitable for engineering design. (Not a boundary survey).

14. If requested, an additional area may be added to the Preparation of Topographic Survey scope of work outlined above. These additional limits would extend to the west along Gallagher Drive and then south down Loy Lake Road from center median to the east ROW line of Loy Lake Road (plus approximately a 10-foot buffer) and would meet up with the

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default/original survey limits in Loy Lake Road midblock. This area would be surveyed subject to the same scope of work as provided in the section above.

15. If requested, an additional area may be added to the Preparation of Topographic Survey scope of work outlined above. These additional limits would extend to the east along Gallagher Drive and then south down Bordeaux Street, from ROW to ROW, and would meet up with the default/original survey limits at Loy Lake Road. This area would be surveyed subject to the same scope of work as provided in section above.

B. Construction/Temporary Easements

- Provide a legal description and survey exhibit document on 8.5"x11" letter-size title block for up to four (4) proposed construction easements. The draft exhibits will be sent to the City for approval and comment. Once approved by all parties, the subconsultant will return to the field to set final easement corners and stakes, as needed.

C. 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.

D. Subsurface Utility Engineering (SUE) that involves Level "B" identification of a utility.

- Level B SUE will be performed to more accurately locate private franchise utilities, including items such as gas, telecommunications, electric, traffic signals, storm, water, and sanitary sewer within the project area. The franchise utilities will be designated using appropriate surface geophysical methods, marked, and surveyed in the field.

E. Subsurface Utility Engineering that involves Level "A" identification of a utility.

- Twelve (12) QL "A" test holes at a depth of 4'-8' will be included in the budget. Additionally, four (4) QL "A" test holes at a depth of 10'-15' will be included in the budget. Test hole locations will be determined by Consultant and Subconsultant once the QL "B" SUE deliverable has been reviewed. Designating marks and test holes surveyed using project control point data.
- The Consultant has assumed that the test holes will be in areas that are accessible to truck-mounted equipment, and that routine traffic

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control (cones and free-standing signage, etc.) will be required during the performance of the QL "A" SUE work.

- The Subconsultant will establish routine/ordinary traffic control (cones and free-standing signage, etc.) whenever required as part of our standard pricing. If non-routine traffic control measures are required (barricades, flag person, changeable message board, etc.), these services will be considered extra.
- F. Geotechnical Investigation & Report - The objective of this geotechnical investigation will be to obtain subsurface data and to develop utility recommendations. All services provided will be performed in accordance with and limited to those generally accepted engineering standards prevailing at the time and in the area that the work is performed.
- Field Services – The Consultant propose the field work to consist of the following:
 - Four (4) borings, each 20 feet deep
 - Two (2) borings, each 40 feet deep
 - The borings will be drilled and sampled using a truck-mounted drilling rig. Conventional tube or split-barrel (standard penetration test) samples will be collected as appropriate for the bedrock encountered. Bedrock strata, if encountered, will be tested in-place using the Texas Cone Penetration Test. The recovered subsurface samples will be preserved and labeled as to the appropriate boring number and depth in the field. The recovered subsurface samples will be preserved, labeled as to the appropriate boring number, record depth in the field, with site pictures. These materials will later be described in further detail in the laboratory by a staff geologist or engineer and prepared for shipment. Groundwater, if observed, will be recorded during and at the completion of drilling and upon completion of drilling activities. After completion of the observations, the borings will be backfilled in with on-site cuttings to near surface grade. Backfilled borings should be expected to settle over time and should be monitored; The Consultant and Subconsultant will not be responsible for any additional future backfilling required, nor damage or injury that may result from settlement of the boreholes after the initial backfill process.

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Figure 4: Approximate locations of SUE efforts.

- Laboratory Services - Selected laboratory testing of the recovered samples will be performed to evaluate soil index, volume change, and strength properties of the subsurface materials, and to provide data for analysis. These tests may include but may not be limited to the following:
 - Moisture content
 - Atterberg limits
 - Percent passing No. 200 mesh sieve
 - Unconfined compression test (soil and rock)
 - Free swell
- The Subconsultant will retain recovered samples for 30 days after submission of the geotechnical report.
- Engineering Analysis and Report - Data obtained from the field investigation and laboratory tests will be presented in a geotechnical data report. Information to be provided includes the following:
 - A plan sheet indicating the approximate location of each boring.
 - A log of each boring with the boring number, depth of each stratum, material description, soil classification with laboratory test results, and groundwater information.
 - A discussion of subsurface soil and groundwater conditions.
 - A brief discussion of the site geology.

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- Estimates of soil movement related to settlement and expansive soils (if present).
- Outline of the engineering properties of the natural soils present, and any existing fill, if encountered
- Underground lines design recommendations
- Earthwork recommendations, including material type(s), compaction, and backfill requirements.
- Electronic copy of the report.
- Conditions - We respectfully request that the Owner provide the following:
 - Landowner permission, right(s) of entry, easements or other access authorization required to perform our proposed services.
 - Assistance with permitting
 - Traffic control will be required to set up drilling on a number of the scoped borings. The Subconsultant will coordinate the traffic closure needs, per the requirements of the City of Sherman.
 - The Owner must also provide access to each boring location for the drill rig and crew prior to drilling operations. Collateral damage to landscaping and/or flatwork may occur in the event of limited access; the Consultant and Subconsultant will not be responsible for any damage to these items or responsible for any repair. If the above conditions are not met and the project site is not accessible to the drilling rig at time of initial mobilization, standby and travel time (portal to portal) will be billed at the rate of \$250/hour for additional mobilizations.
 - The Subconsultant will contact DigTess/Texas One Call for general subsurface utility clearing within the easements. The Subconsultant will locate all observed private non-franchise subsurface utilities or other structures or items which might be damaged during the field exploration program via a third-party locator.
 - The Consultant is not responsible for damage to franchise or non-franchise utilities during geotechnical field operations.

IV. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

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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. Change in Project Scope.
2. Traffic impact and/or signalization studies.
3. Value engineering revisions unless input is received during design, plan changes requested after obtaining permits, or during construction.
4. Preparation of permits and applications, other than those stated in the Exhibit A.
5. Design of roadway, storm sewer or potable water.
6. Drainage improvements or H&H (hydrology and hydraulic) modeling and design.
7. Landscape, irrigation, and/or lighting designs and or modifications .
8. Appearances before hearings for eminent domain proceedings are specifically not included in the specified per parcel payment.
9. Assistance to the City as an expert witness in any litigation or claim, arising from, or in connection with, the Project.
10. 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.
11. Detailed mill, shop, and/or laboratory inspection of materials or equipment.
12. Preparation of applications and supporting documents for government grants or planning advances for public works projects.
13. Preparation of report, sketches, drawings, presentations, and permit applications involving environmental, historical, and archaeological considerations.
14. Revision of reports and Construction Contract Documents after specific approval by City.
15. Route study or alternative routes for the wastewater alignment.
16. Facilitate or participate in any stakeholder or community meetings.

EXHIBIT B
PROJECT BUDGET SUMMARY

I. Basic Services

A. Project Management	\$35,500.00 (LS)
B. Preliminary Design Report (Expected Completion: January 2025)	\$40,000.00 (LS)
C. Preliminary Design Plans (30%) (Expected Completion: May 2025)	\$50,000.00 (LS)
D. Intermediate Design Plans (60%) (Expected Completion: August 2025)	\$58,000.00 (LS)
E. Final Design/Construction Plans (90% & 100%) (Expected Completion: October 2025)	\$40,000.00 (LS)
F. Bid Phase Services (Expected Completion: December 2025)	\$11,000.00 (LS)
G. <u>Construction Phase Services</u>	<u>\$23,000.00 (LS)</u>
<i>Total Basic Services (Lump Sum)</i>	<i><u>\$257,500.00 (LS)</u></i>

II. Special Services

Design Surveying	\$51,300.00 (T&M)
Descriptive instruments for <u>4</u> construction easements at \$ <u>2,250.00</u> each:	\$9,000.00 (T&M)
Stake Centerline for Utility Coordination	\$4,500.00 (T&M)
Level "B" Subsurface Utility Engineering Identifications for <u>4,200</u> LF at \$ <u>4.47</u> /LF:	\$18,800.00 (T&M)
Level "A" Subsurface Utility Engineering Identification for <u>12</u> utilities at \$ <u>4,500.00</u> each:	\$54,000.00 (T&M)
<u>Geotechnical Investigation & Report:</u>	<u>\$22,900.00 (T&M)</u>

Total Authorized Special Services ***\$160,500.00 (T&M)***

Project Budget, Grand Total (Not-To-Exceed) ***\$418,000.00***

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

1. Files shall be done in DWG/DXF format.
2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83 Grid.
3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.
4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.
5. The file shall contain required features for the project type as detailed below:
 - a. Pre-Construction/As-Built Plans and/or Record Documents:
 - i. Layers from Final Plat Requirements as Applicable to Project Type.
 - ii. Water Utility Features.
 - iii. Sanitary Sewer Features.
 - iv. Storm Sewer Features.
6. Each required feature group should be provided as a separate layer within the file.
7. Layer names should be representative of the information contained in the layer.
8. Line work should be done per accepted industry norms.

Text should not be smaller than 0.08" on a full-size sheet, and should be a font such as Simplex, Calibri, or Arial.

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

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

II. **GUIDELINES FOR DIRECT EXPENSES**.

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

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

- B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.
- C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as

a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

- E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

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

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

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

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

I. GENERAL INSURANCE REQUIREMENTS –

- A. All policies shall name the City of Sherman, its officers, 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, of any policies, evidenced by return receipt or United States Certified Mail.
- C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

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

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

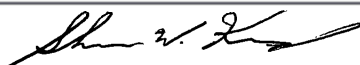
IV. INSURANCE CHECKLIST – "X" means that the following coverage(s) is required for this Agreement.

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

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

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

EXHIBIT F
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE		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
1 Name of vendor who has a business relationship with local governmental entity. Wade Trim, Inc.		Date Received
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. _____ Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7  Signature of vendor doing business with the governmental entity		September 26, 2024 Date



Sherman
CLASSIC TOWN. BROAD HORIZON.



City Council Regular Meeting

Agenda Item No. G.6.

Meeting Date: 10/7/2024

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7372**

Authorizing Execution of Amendment No. 2 to the Professional Services Agreement with Parkhill, Smith & Cooper, Inc. for the Water System Emergency Backup Power Project

Issue:

To consider an amendment to the contract for professional engineering services with Parkhill, Smith & Cooper, Inc. for the Water System Emergency Backup Power Project

Background:

On April 8, 2021, City Council awarded a professional services agreement in the amount of \$190,000 to Parkhill, Smith & Cooper, Inc. for the Water System Emergency Backup Project to design and provide assistance with the construction of emergency backup generation capability at the Water Treatment Plant and Lake Texoma Pump Station.

On December 6, 2021, City Council awarded Amendment No. 1 to this agreement in the amount of \$95,000 to split the project into two separately designed construction projects, specification books, and construction administration.

This Amendment No. 2 to the agreement is in the amount of \$117,500 to create multiple pre-procurement packages for long lead items needed for the Lake Texoma Pump Station such as an automatic transfer switch, switchgear, emergency backup generator, and a procurement package to acquire a general contractor to install those items when North Texas Municipal Water District (NTMWD) completes their electrical upgrades, and the City of Sherman completes the pump station capacity upgrades. This Amendment No. 2 also compensates the Engineer for additional coordination, site visits and design conflict resolutions discovered during the City's current emergency backup generator work at the Water Treatment Plant and changes in NTMWD design for their electrical upgrade project at the Lake Texoma Pump Station.

Origination:

Engineering

Financial Consideration:

This Amendment No. 2 increases the contract by \$117,500.00, bringing the amended contract total to \$402,500.00. Funding will be provided from 2021 Open Market Bonds.

Staff Recommendation:

It is recommended that Council approves Amendment No. 2.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7372
2. Amendment No. 2
3. Resolution No. 6815
4. Resolution No. 6726
5. Site Plan for LTPS Generators2

RESOLUTION NO. 7372

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC. FOR THE WATER SYSTEM EMERGENCY BACKUP POWER 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 Parkhill, Smith & Cooper, Inc., for the Water System Emergency Backup Power 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 7th day of October 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. 2

TO THE PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING DESIGN SERVICES BETWEEN THE CITY OF SHERMAN (OWNER) AND PARKHILL, SMITH & COOPER INC. (ENGINEER) FOR THE WATER SYSTEM EMERGENCY BACKUP POWER PROJECT

Dated April 5, 2021 (“Original Agreement”)

This Amendment No. 2 serves to increase the contract scope and fee under the Original Agreement and Amendment No. 1 dated December 6, 2021, based on the following additional work and adjustments to the project scope:

- Additional construction administration and design modifications for the Treatment Plant Generator after project award.
- Create separate design packages for the power generation equipment at the Lake Texoma Pump Station to include additional site coordination, bidding and construction phase services to facilitate a more seamless procurement.

The contract amount under the Original Agreement and Amendment No. 1 shall be increased in amounts not to exceed the following:

1. Task 1 – Engineering Design and Basic Services

A. N/A

B. Design and City Compliance

(Expected Completion: 90 days from Amendment No. 2 execution)..... \$45,000 (Hourly)

C. Bidding & Contract Award

(Expected Completion: 120 post field work)..... \$25,000 (Hourly)

D. Construction Administration

(Expected Completion: 470 days from Amendment No. 1 execution)..... \$47,500 (Hourly)

TOTAL FEE INCREASE (NOT TO EXCEED): \$117,500

[Rest of page left intentionally blank]

This Amendment No. 2 shall be effective on the date it is executed by the last party to execute it. The OWNER and ENGINEER hereby agree to insert EXHIBIT A2 following EXHIBIT A under the Original Agreement to read as follows:

EXHIBIT A2
ADDITIONS TO SCOPE OF SERVICES FOR WATER SYSTEM EMERGENCY BACKUP
POWER PROJECT

1. PROJECT DESCRIPTION

- a. Additional support during construction of WTP Switchgear and Automatic Transfer Switch.
 - i. Construction was awarded to Eaton Services. Shipment and delivery delays extended the construction schedule resulting in additional monitoring effort, site visits and overall support and coordination of the project.
- b. Additional support during construction of WTP standby generator.
 - i. Bidding contractors requested and were allowed a longer construction schedule than expected during design. The extended construction schedule has resulted in additional monitoring effort, and overall support and coordination of the project.
 - ii. Construction was awarded to W-Industries. They have changed project superintendents multiple times since beginning construction. This has resulted in additional effort to track, update, and coordinate with the contractor throughout the construction phase.
 - iii. Changes to existing facilities. The Sherman WTP operations have proceeded with needed HVAC upgrades at the main electrical building. These changes have resulted in duct bank conflicts with the planned Generator installation. Engineer is required to modify construction drawings to accommodate HVAC upgrades.
- c. Additional support of Texoma standby generator installation.
 - i. Installation of the Texoma Lake standby generator requires close coordination with the NTMWD, and multiple engineering consultants. The amount of coordination meetings, exhibit preparations, site visits, plan reviews, duct work alignment, and site layout adjustments are far greater than anticipated during original scoping discussions. Additionally, to benefit both the schedule and sequencing of construction, consultant shall develop separate design packages to allow prioritized sourcing of manufacturers and contractors for the generator and supporting equipment. It is anticipated to undertake pre-procurement projects (2) and one construction contract.

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. Additional survey services.
 - 2. Any geotechnical services.
 - 3. Alternative Delivery Procurement.
 - 4. Any hydraulic modeling services.
 - 5. Any structural or site assessment 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 the 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.

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The OWNER and ENGINEER hereby agree to amend the amount of the Fees in EXHIBIT B to the Original Agreement as follows:

1. Task 1 – Engineering Design and Basic Services

- A. Preliminary Analysis and Investigation \$18,000 (Hourly)
- B. Design and City Compliance \$192,500 (Hourly)
- C. Bidding & Contract Award \$50,000 (Hourly)
- D. Construction Administration..... \$117,500 (Hourly)

2. Task 2 – Site Survey..... \$24,500 (Hourly)

CONTRACT TOTAL (NOT TO EXCEED): \$402,500

The parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Original Agreement and Amendment No. 1, and acknowledge and agree that the Original Agreement and Amendment No. 1 remain in full force and effect, except as amended in this Amendment No. 2. To the extent that any provision contained herein conflicts with the Original Agreement and/or Amendment No. 1, the provision contained herein shall supersede such conflicting provision contained in the Original Agreement and/or 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. Any term not defined herein shall be deemed to have the meaning ascribed to it under the Original Agreement and Amendment No. 1.

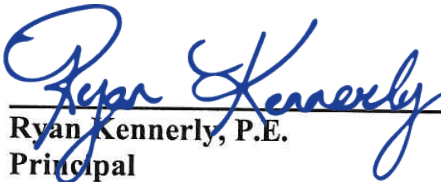
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EXECUTED in on behalf of ENGINEER as shown below, and on behalf of OWNER by
its City Manager (thereunto duly authorized) this _____ day of
_____, 2024.

CITY:
CITY OF SHERMAN, TEXAS

CONSULTANT:
PARKHILL, SMITH & COOPER INC.

Robby Hefton, City Manager

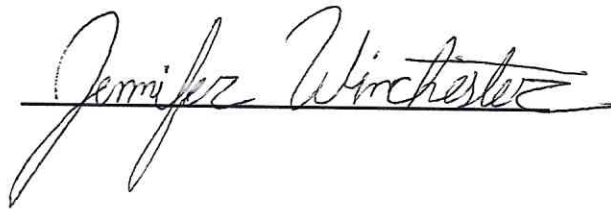


Ryan Kennerly, P.E.
Principal

ATTEST:

ATTEST:

Linda Ashby
City Clerk



Jennifer Winchester

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

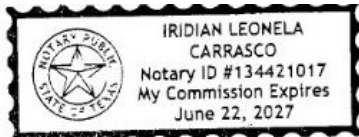
CORPORATE ACKNOWLEDGMENT

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 Seventeenth day of September, A.D. 2024.



Online Notary Public. This notarial act involved the use of online audio/video communication technology.
Notarization facilitated by SIGNiX®

Iridian Leonela Carrasco



My Commission Expires:
June 22, 2027

Iridian Leonela Carrasco



Notary Public In and For Tarrant County, Texas

RESOLUTION NO. 6815

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 THE WATER SYSTEM EMERGENCY BACKUP POWER 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 Parkhill, Smith & Cooper, Inc., DBA Parkhill for the Water System Emergency Backup Power 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 December, 2021.

CITY OF SHERMAN, TEXAS

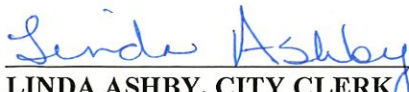
BY:



DAVID R. TYLER, 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

Professional Services/Consultant Agreement

ENGINEERING SERVICES AGREEMENT

This AGREEMENT or CONTRACT is made and entered into this 5th day of April 2021, by and between the City of Sherman, Texas hereinafter also called the OWNER or City, and Parkhill, Smith & Cooper, Inc, DBA Parkhill hereinafter called the ENGINEER or Consultant. On consideration of the mutual agreements herein and subject to the following terms and conditions, the parties mutually agree as follows:

ARTICLE I. SERVICES TO BE PROVIDED

ENGINEER agrees to furnish professional engineering services in accordance with the terms and conditions of this AGREEMENT (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

ENGINEER shall conduct professional engineering services generally described as follows:

City of Sherman – Water System Emergency Backup Power Project

ARTICLE II. SCOPE OF WORK

During the term of this AGREEMENT, ENGINEER shall perform at the request and satisfaction of the Engineering Department of the City of Sherman, the stated services and the indicated fee schedule attached as EXHIBIT A.

ARTICLE III. TERM

The contract term shall commence on the date of this AGREEMENT and be completed by December 31, 2021. The contract term may be extended by mutual AGREEMENT of the parties.

ARTICLE IV. PROJECT INITIATION

Prior to the OWNER issuing a work order to proceed with any assessments, surveys, or other related work, ENGINEER shall provide OWNER with a written proposal detailing the scope of services and providing a fee estimate for proposed work. Said costs are to be based on the attached fee schedule. Final cost, excluding an approved change order, may not exceed the cost estimate by more than 10 percent without written approval of the OWNER.

ARTICLE V. FEES

Fees for services performed under this AGREEMENT shall be based on an hourly rate for personnel, equipment, and related services as detailed on the fee schedule attached as **EXHIBIT A** to this AGREEMENT. Subcontract services such as consulting with other engineers, as well as other services not specifically listed on the fee schedule, will be performed by subconsultants who operate under a subcontract agreement with ENGINEER. Fees shall be payable from the currently available funds. In the event funds are not available, ENGINEER shall not be obligated to perform the work.

ARTICLE VI. PAYMENT TERMS

ENGINEER will invoice OWNER for work performed on a monthly basis. In the case of short duration projects, invoicing will be upon project completion, with the invoice issued upon delivery of appropriate proposals or documents. Alternative invoicing methods may be acceptable provided they are agreed to prior to the work being undertaken.

ARTICLE VII. INSURANCE

Prior to the commencement of services under this AGREEMENT, ENGINEER shall obtain standard comprehensive professional liability insurance coverage in an amount of at least \$1,000,000.00 per claim with a \$2,000,000.00 aggregate policy limit per year, covering the services provided under this AGREEMENT. A "claims made" policy is acceptable subject to coverage being maintained during the course of the PROJECT and up to two (2) years after completion and acceptance of PROJECT by the City. ENGINEER shall maintain such coverage during all phases of engineering services and for two (2) years after substantial completion of the PROJECT. The OWNER shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, to the OWNER by certified mail.

ENGINEER will maintain general insurance coverage as follows:

- A. Worker's Compensation Insurance – Statutory as required by the Texas Labor Code.
- B. Employer's Liability Insurance - \$100,000 per accident; \$300,000 per disease; \$100,000 occupational disease per employee.
- C. Commercial General Liability Insurance - \$2,000,000 per occurrence; \$2,000,000 aggregate policy limit applies per project.
- D. Automobile Liability Insurance - \$1,000,000 CSL
- E. Professional Liability - \$1,000,000 per occurrence; \$2,000,000 aggregate policy limit. A "claims made" policy is acceptable subject to coverage being maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.

ENGINEER shall maintain such coverage during all phases of engineering services and for two (2) years after substantial completion of the PROJECT. The OWNER shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, to the OWNER by certified mail.

The OWNER, City of Sherman, including its officers, officials, employees, Boards and Commissions, and volunteers shall be named as an additional insured by endorsement to the general insurance coverage listed in this AGREEMENT, excluding Workers' Compensation, Employers' Liability, and Professional Liability (for which a waiver of subrogation is required to be issued in favor of the OWNER), with regard to the ENGINEER'S activities as required by this CONTRACT. The coverage shall contain no

special limitations on the scope of protection afforded to the OWNER, and all premiums arising from the coverage herein shall be the responsibility of the ENGINEER.

ARTICLE VIII. INDEMNIFICATION

The ENGINEER shall hold harmless and indemnify the OWNER from all claims and liability for damage arising out of or in connection with this CONTRACT to the extent that the damage is caused by or results from failure by the ENGINEER or the ENGINEER'S agent, consultant under contract, or another entity over which the ENGINEER exercises control to perform services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer, or that results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the ENGINEER or the ENGINEER'S agent, consultant under contract, or another entity over which the ENGINEER exercises control. The ENGINEER shall also save harmless the OWNER from any and all expenses, including attorney fees which might be incurred by the OWNER in litigation or otherwise resisting said claim or liabilities, which might be imposed on the OWNER as the result of such negligent acts or omissions by the ENGINEER in proportion to the ENGINEER'S liability.

ENGINEER further agrees that during the course and scope of this AGREEMENT, except with OWNER'S knowledge and consent, ENGINEER shall not represent any third party against the OWNER in any claim, litigation, or other matter, or be retained to act as an expert witness for any third party in any claim, litigation, or any other matter that is, or may be, adversarial to the OWNER, as determined by the OWNER.

Acceptance by the OWNER of the ENGINEER'S work shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, subcontractors, agents, or consultants for the accuracy and competency of ENGINEER'S work; nor shall such acceptance be deemed to be an assumption of such responsibility by the OWNER for any defect, error, or omission in the ENGINEER'S work, its employees, subcontractors, agents, and consultants. ENGINEER, shall without additional costs or fee, correct or revise any errors or deficiencies in his performance.

The parties hereby acknowledge and agree that OWNER is entering into this AGREEMENT pursuant to its governmental functions and that nothing contained in the AGREEMENT shall be construed as constituting a waiver of the OWNER'S governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this AGREEMENT is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the OWNER'S immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this AGREEMENT is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code ("CPRC"), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

**ARTICLE IX.
COMPLIANCE WITH LAWS**

The ENGINEER, its consultants, agents, employees and subcontractors shall comply with all applicable Federal and State laws, charter and ordinances of the City of Sherman, as amended, and all other applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. ENGINEER shall complete only the professional engineering services as required in the performance of the services contracted for herein.

**ARTICLE X.
OWNER'S RIGHTS AND OWNERSHIP OR DOCUMENTS**

All ENGINEER'S designs and work products under this AGREEMENT including, but not limited to, tracings, drawings, plans, specifications, studies and other documents completed or partially completed, shall be the property of the City, to be used as the City desires, without restriction. ENGINEER specifically waives and releases any proprietary rights or ownership claims herein.

**ARTICLE XI.
SUCCESSORS AND ASSIGNS**

The City and the ENGINEER each bind himself, his partners, successors, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this AGREEMENT. The ENGINEER shall not assign, sublet or transfer its interest in this AGREEMENT without the written consent of the City.

**ARTICLE XII.
PROVISION FOR TERMINATION/INTERRUPTION**

The City may terminate or suspend the ENGINEER'S services under this AGREEMENT at any time upon paying all sums due the ENGINEER for work to time of termination and after giving the ENGINEER seven (7) calendar days prior written notice by certified mail, stating the reason for such termination or suspension.

In the event of termination or abandonment of the ENGINEER'S services under this AGREEMENT, payment shall be made to the ENGINEER for all services performed to the date of same.

Upon payment in the event of termination or abandonment, all documents prepared by the ENGINEER shall become the property of the City.

If this AGREEMENT is terminated because of material breach of this AGREEMENT by the ENGINEER, the City may have the remaining work and services to be performed by the ENGINEER performed by another engineer, and the ENGINEER shall be liable to the City for any excess costs accrued by the City thereof.

**ARTICLE XIII.
CONFIDENTIALITY**

ENGINEER will maintain as confidential any documents or information provided by OWNER and will not release or publish same to any third party without prior permission from OWNER, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to OWNER.

**ARTICLE XIV.
GOVERNING LAW**

This AGREEMENT shall be governed in all respects by the laws of the State of Texas. Venue for this AGREEMENT shall be exclusively in Grayson County, Texas.

**ARTICLE XV.
SURVIVAL**

All provisions of this AGREEMENT for indemnity or allocation of responsibility or liability between OWNER and ENGINEER shall survive the completion of the services and the termination of the AGREEMENT.

**ARTICLE XVI.
SEVERABILITY**

In the event that any provision of the AGREEMENT is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

**ARTICLE XVII.
ENGINEERS SEAL**

The ENGINEER shall place a Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished by ENGINEER to the Owner.

**ARTICLE XVIII.
PUBLIC FUNDING**

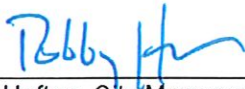
This Contract is subject to the appropriation of public funds by the City in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Contract for that fiscal year. The obligation of the City pursuant to this Contract in any fiscal year for which this Contract is in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Contract, this Contract may be terminated without any liability to either party.

**ARTICLE XIX.
EXTENT OF AGREEMENT**

This AGREEMENT represents the entire and integrated AGREEMENT between the City and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral.

EXECUTED in three (3) counterparts (each of which is an original) on behalf of ENGINEER shown below, and on behalf of the OWNER this 7th day of April, 2021.

OWNER:
CITY OF SHERMAN, TEXAS


Robby Hefton, City Manager

ATTEST:



ENGINEER:
PARKHILL


Ryan Kennerly, Principal

ATTEST:

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

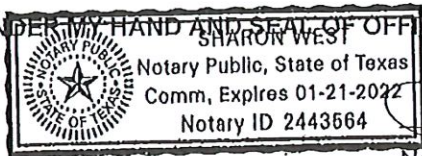
BY: 
NAME: 
CITY ATTORNEY

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 Ryan Kennerly of Parkhill 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, 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 29 day of March, A.D. 2021.



Sharon West
Notary Public In and For Tarrant County, Texas

My Commission Expires:

1-21-2022

EXHIBIT A
SCOPE OF SERVICES, FEE, AND RATE SCHEDULE

March 29, 2021

Tom Pruitt, PE
Utility Engineer
220 W Mulberry St
Sherman, TX 75091

Re: Emergency Power Generation – ROWTP & LTPS

Dear Mr. Pruitt:

Parkhill, Smith & Cooper, Inc. (Parkhill) is pleased to provide this proposal to deliver professional services under our engineering, survey and construction administration teams. These tasks are related to the design and construction efforts at two City facilities (RO Water Treatment Plant & Lake Texoma Pump Station) in order to maintain adequate supply and treatment of the potable water system should primary power be disrupted for any reason.

Please see Exhibit A, attached, for a proposed scope of service to be accomplished, along with associated cost. For reference, Parkhill's rate schedule for the current calendar year has also been included.

Thank you for the opportunity to provide our services on this project. We trust the letter is responsive to your request, and we look forward to your approval. Should you have any questions, please do not hesitate to call me at 817.633.0434 or 806.441.1602. I may also be reached by email at rkennerly@parkhill.com

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By 
Ryan Kennerly, PE, DBIA
Principal

RSK

Enclosures

cc: Clint Philpott – City of Sherman
Wayne Lee – City of Sherman
Jim Cross – City of Sherman
Oscar Canales – City of Sherman
Marcy Trujillo - Parkhill

EXHIBIT A

Professional Engineering Scope of Services Emergency Power Generation – ROWTP & LTPS

PROJECT DESCRIPTION

The project generally includes the addition of two new generators and associated electrical feeds, gas and/or diesel supply, automatic transfer switches and concrete support structures.

PROFESSIONAL SERVICES

The following items have been identified as necessary components for delivery of a complete and effective project. Parkhill will perform preliminary analysis of the system to include any required site investigations, verify topographic and site survey components, develop plan and specifications documents, and coordinate bid phase along with construction administration services. *Please note that services do not include SCADA, HMI and/or PLC programming*

Task 1 – Engineering Design and Basic Services:

a. Preliminary Analysis and Investigation:

- Scope development & contract execution
- Site investigation & data collection
- Review of existing as-built documents
- City kick-off and team introductions
- Coordination with local energy providers & inspectors
- Review and suggest grant and/or loan forgiveness opportunities.
- Coordination with NTMWD @ LTPS

b. Design and City Compliance:

- 60% design documents (plans & specifications) / QA/QC review
- City review and comment period
- Manufacturer coordination on material lead times
- 90% design documents (plans & specifications) / QA/QC review
- City review and comment period
- Internal constructability review (Internal)
- Finalize bid documents and submit w/ OPCC

c. Bidding and Contract Award:

- Develop & publish project advertisement
- Furnish bid documents to perspective contractors
- Schedule and attend pre-bid conference
- Prepare and issue addenda, as applicable
- Schedule and attend bid opening
- Proposal evaluation and recommendation

d. Construction Administration:

- Schedule and attend pre-construction conference
- Submittal review and approval
- Attend factory testing, as applicable, prior to shipment
- Facilitate monthly construction progress meetings
- Monthly site inspection (maximum of six)
- Preparation of change orders, as applicable
- Prepare applications for payment
- Conformed to construction (as-built) document submittal

Task 2 – Site Survey:

- Topographic and site survey along project limits
- Derive same control, as applicable to existing City files
- Establish control monuments and benchmarks throughout project limits
- Easement description and exhibit development along project limits

OWNER'S SERVICES

- Coordination of site visits at appropriate times throughout the project
- Coordination with utility providers and assistance with any easement procurement
- Design documents review at 60% & 90%
- Facilitate meeting site for project related conferences
- Process engineering and construction pay-application requests

SCHEDULE

Engineering design and basic services will initiate after notification from the Owner and are estimated to conclude no later than December 31st, 2021, or as generator lead times and contractor install will allow, whichever is later.

METHOD OF PAYMENT

Owner shall deliver compensation on an hourly rate basis in accordance with the fee summary below. Invoices shall be submitted monthly by the engineer, in a format acceptable to the owner, based upon the percentage of work completed to date. The engineer shall not exceed the stated fee without prior written consent from the Owner.

1a – Preliminary Analysis and Investigation.....	\$18,000
1b – Design and City Compliance.....	\$110,000
1c – Bidding & Contract Award.....	\$12,500
1d – Construction Administration.....	\$32,500
2 – Site Survey.....	\$17,000

Estimated Hourly Rate, NTE Fee: **\$190,000**

***SPECIAL SERVICES**

Services shall be authorized in writing by the Owner, as needed. Basis of payment is to be determined at the time of authorization. The following are examples and are not intended to be all-inclusive of types of special services which may be required.

- *Architectural improvements to electrical control structures*
- *Funding Agency Form Submission and Application Coordination*
- *Construction Oversight and/or Resident Project Representation*
- *Remote Automation (SCADA), HMI or PLC Design and/or Programming*
- *Bond Counsel*
- *Financial Advisor*
- *Subsurface Utility Engineering (SUE)*
- *Geotechnical Investigation*
- *Construction Materials Testing*

PARKHILL 2021 RATE SCHEDULE

Parkhill
Hourly Rate Schedule
January 1, 2021 through December 31, 2021

Client: City of Sherman

Project: Emergency Power Generation

Agreement Date: TBD

Location: Sherman, TX

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$64.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
SUPPORT STAFF II	\$76.00	Architect	\$160.00	Architect	\$265.00
SUPPORT STAFF III	\$104.00	Civil Engineer	\$189.00	Civil Engineer	\$286.00
SUPPORT STAFF IV	\$111.00	Electrical Engineer	\$183.00	Electrical Engineer	\$297.00
SUPPORT STAFF V	\$123.00	Interior Designer	\$144.00	Interior Designer	\$229.00
SUPPORT STAFF VI	\$133.00	Landscape Architect	\$155.00	Landscape Architect	\$247.00
PROFESSIONAL LEVEL I		Mechanical Engineer	\$183.00	Mechanical Engineer	\$297.00
Architect	\$131.00	Structural Engineer	\$181.00	Structural Engineer	\$273.00
Civil Engineer	\$136.00	Surveyor III	\$128.00	Professional Surveyor VI	\$208.00
Electrical Engineer	\$139.00	Other Professional	\$141.00	Other Professional	\$225.00
Interior Designer	\$124.00	PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Landscape Architect	\$124.00	Architect	\$197.00	Architect	\$341.00
Mechanical Engineer	\$136.00	Civil Engineer	\$220.00	Civil Engineer	\$341.00
Structural Engineer	\$130.00	Electrical Engineer	\$215.00	Electrical Engineer	\$341.00
Surveyor I	\$99.00	Interior Designer	\$156.00	Interior Designer	\$257.00
Other Professional	\$122.00	Landscape Architect	\$168.00	Landscape Architect	\$341.00
PROFESSIONAL LEVEL II		Mechanical Engineer	\$215.00	Mechanical Engineer	\$341.00
Architect	\$141.00	Structural Engineer	\$210.00	Structural Engineer	\$341.00
Civil Engineer	\$152.00	Surveyor IV	\$147.00	Professional Surveyor VII	\$231.00
Electrical Engineer	\$156.00	Other Professional	\$167.00	Other Professional	\$341.00
Interior Designer	\$131.00	PROFESSIONAL LEVEL V			
Landscape Architect	\$131.00	Architect	\$238.00		
Mechanical Engineer	\$156.00	Civil Engineer	\$265.00		
Structural Engineer	\$147.00	Electrical Engineer	\$263.00		
Surveyor II	\$110.00	Interior Designer	\$189.00		
Other Professional	\$129.00	Landscape Architect	\$207.00		
		Mechanical Engineer	\$263.00		
		Structural Engineer	\$253.00		
		Professional Surveyor V	\$174.00		
		Other Professional	\$185.00		

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, 2021 through December 31, 2021. After December 31, 2021, invoices will reflect the Schedule of Charges currently in effect.



Sherman
 CLASSIC TOWN. BROAD HORIZON.

GeoEye, Maxar, Microsoft, Earth
 Satellite, BuildingFootprintsUSA, Esri

AMENDMENT NO. 1

TO THE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES BETWEEN THE CITY OF SHERMAN (OWNER) AND PARKHILL, SMITH & COOPER INC. (ENGINEER) FOR THE WATER SYSTEM EMERGENCY BACKUP POWER PROJECT

Dated April 5, 2021 ("Original Agreement")

This Amendment No. 1 serves to increase the original contract fees under the Original Agreement based on the following **additional** work to the project scope:

1. Task 1:

- a. Preliminary Analysis and Investigation
 - i. N/A – Included in Original Agreement
- b. Design and City Compliance
 - i. Separate design documents to include additional project sheets, secondary specification set and divide survey files to comply with all State and Federal regulations.
 - 1. Divide the Water Treatment Plant (WTP) from the Lake Texoma Pump Station (LTPS) into two separate bidding packages.
 - 2. Divide WTP into two separate bid packages to include
 - a. Switchgear (SWGR) and Automatic Transfer Switch (ATS)
 - i. Emergency Designation Procurement
 - b. Emergency Power Generator (EPG)
- c. Bidding Contract and Award
 - i. Division of design packages will require multiple bidding and contract award phases to include prebid and postbid meetings with recommendation of awards
 - 1. Divide WTP and LTPS into separate design and bid packages
 - 2. Divide WTP into two separate design bid packages to include
 - a. SWGR / ATS
 - b. EPG
- d. Construction Administration
 - i. Division in packages requires additional administration time in relation, but not limited to , project meetings, pay applications, and submittal review
 - 1. Divide WTP / LTPS into two separate design and bid packages
 - 2. Divide WTP into two separate design bid packages to include
 - a. SWGR/ATS
 - b. EPG

2. Task 2 – Site Survey

- a. Easement legal documents and **additional** survey at LTPS in conjunction with property coordination through United States Army Corps of Engineers

The contract amount under the Original Agreement shall be increased by a fee not to exceed the following amounts:

- | | |
|---|----------|
| 1. Task 1 – Engineering Design and Basic Services | |
| a. N/A - No Additional Fee | |
| b. Design and City Compliance | |
| i. Divide WTP/ LTP | \$30,000 |
| ii. SWGR/ATS & EPG | \$7,500 |
| c. Bidding and Contract Award | |
| i. Divide WTP /LTPS | \$12,500 |
| ii. N/A - No Additional Fee | |
| d. Construction Administration | |
| i. Divide WTP/WTPS | \$25,000 |
| ii. SWGR/ATS & EPG | \$12,500 |
| 2. Task 2 – Site Survey | |
| a. Site Survey | \$7,500 |

TOTAL FEE INCREASE (NOT TO EXCEED): \$95,000

ARTICLE III. TERM

1. Contract completion date shall be extended from December 31, 2021 until October 31, 2022.
 - a. Due to material shortages, along with continued coordination through the USACE and NTMWD, additional time will be required for project completion.

[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 base on the attached 2019 rate schedule.

1. Task 1 – Engineering Design and Basic Services
 - a. Preliminary Analysis and Investigation\$18,000
 - b. Design and City Compliance\$147,500
 - c. Bidding and Contract Award\$25,000
 - d. Construction Administration.....\$70,000
2. Task 2 – Site Survey
 - a. Site Survey.....\$24,500

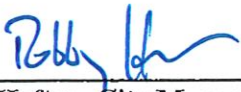
CONTRACT TOTAL (NOT TO EXCEED):\$285,000

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.

[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 14 day of December, 2021.

OWNER:
CITY OF SHERMAN, TEXAS



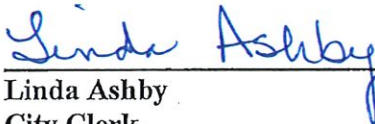
Robby Hefton, City Manager

ENGINEER:
PARKHILL



Ryan Kennerly, P.E., Principal

ATTEST:



Linda Ashby
City Clerk

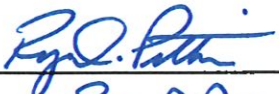
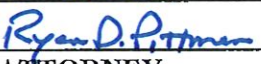
ATTEST:

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: 
NAME: 

CITY ATTORNEY

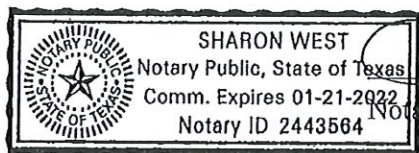
CORPORATE ACKNOWLEDGMENT

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 Ryan Kennerly of Parkhill 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, 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 30th day of November, A.D. 2021.



Sharon West
Notary Public In and For Tarrant County, Texas

My Commission Expires:

1-21-2022

RESOLUTION NO. 6726

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 ENGINEERING SERVICES FOR THE WATER SYSTEM EMERGENCY BACKUP POWER 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 Parkhill, Smith & Cooper, Inc., DBA Parkhill for engineering services for the Water System Emergency Backup Power 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 5th day of April, 2021.

CITY OF SHERMAN, TEXAS

ATTEST:

BY:

Linda Ashby
LINDA ASHBY, CITY CLERK

BY:

David Plyler
DAVID PLYLER, MAYOR

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

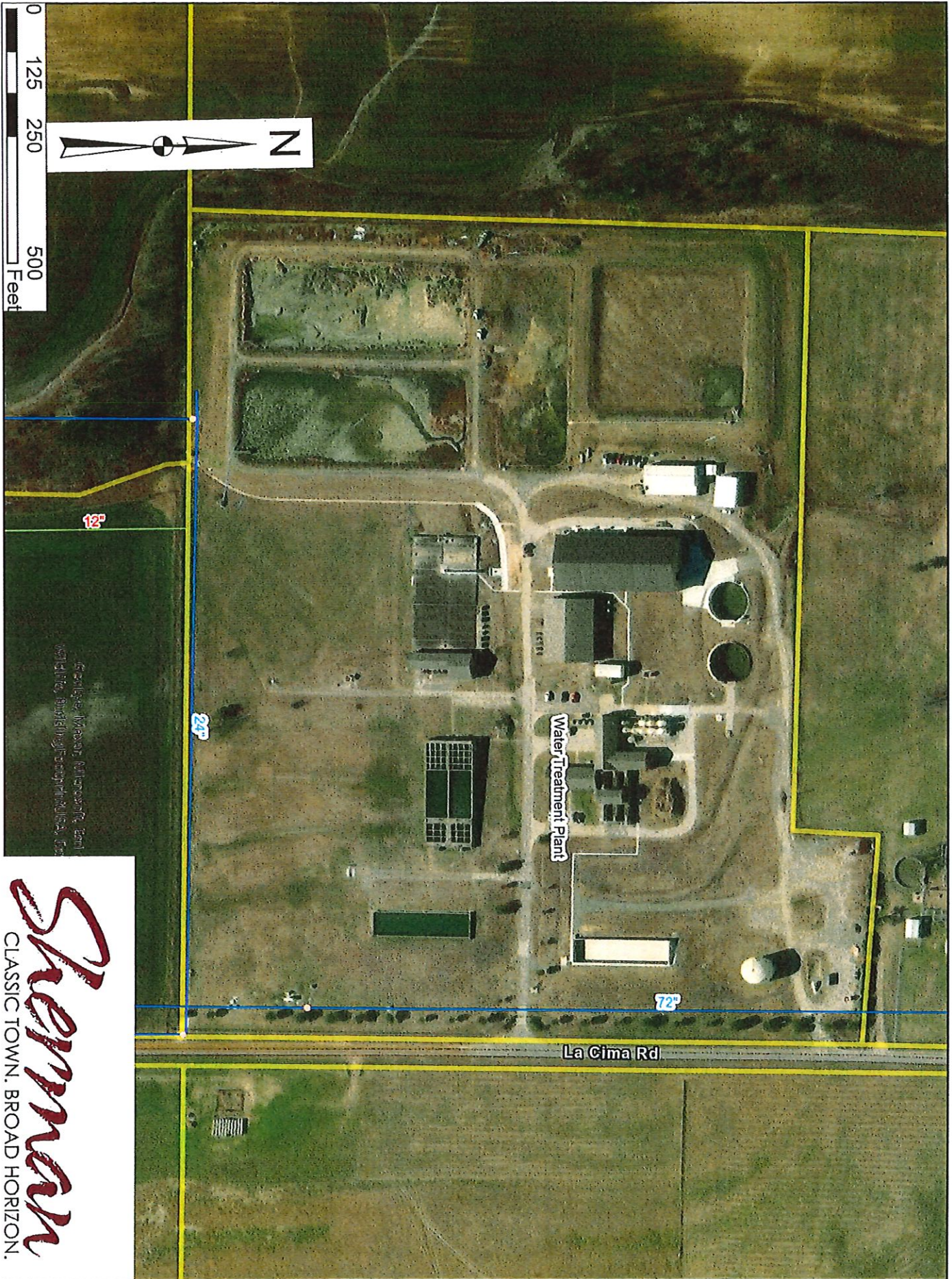
BY:

Ryan Pittman
RYAN PITTMAN, CITY ATTORNEY

CERTIFIED COPY- DOCUMENT
THIS IS CERTIFIED TO BE A TRUE COPY
OF THE PERMANENT RECORD AS FILED IN
THE OFFICE OF THE CITY CLERK.

Linda Ashby
CITY CLERK, SHERMAN, TEXAS

ISSUED: 4.8.2021



Professional Services/Consultant Agreement

ENGINEERING SERVICES AGREEMENT

This AGREEMENT or CONTRACT is made and entered into this 5th day of April 2021, by and between the City of Sherman, Texas hereinafter also called the OWNER or City, and Parkhill, Smith & Cooper, Inc, DBA Parkhill hereinafter called the ENGINEER or Consultant. On consideration of the mutual agreements herein and subject to the following terms and conditions, the parties mutually agree as follows:

ARTICLE I. SERVICES TO BE PROVIDED

ENGINEER agrees to furnish professional engineering services in accordance with the terms and conditions of this AGREEMENT (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

ENGINEER shall conduct professional engineering services generally described as follows:

City of Sherman – Water System Emergency Backup Power Project

ARTICLE II. SCOPE OF WORK

During the term of this AGREEMENT, ENGINEER shall perform at the request and satisfaction of the Engineering Department of the City of Sherman, the stated services and the indicated fee schedule attached as **EXHIBIT A**.

ARTICLE III. TERM

The contract term shall commence on the date of this AGREEMENT and be completed by December 31, 2021. The contract term may be extended by mutual AGREEMENT of the parties.

ARTICLE IV. PROJECT INITIATION

Prior to the OWNER issuing a work order to proceed with any assessments, surveys, or other related work, ENGINEER shall provide OWNER with a written proposal detailing the scope of services and providing a fee estimate for proposed work. Said costs are to be based on the attached fee schedule. Final cost, excluding an approved change order, may not exceed the cost estimate by more than 10 percent without written approval of the OWNER.

ARTICLE V. FEES

Fees for services performed under this AGREEMENT shall be based on an hourly rate for personnel, equipment, and related services as detailed on the fee schedule attached as **EXHIBIT A** to this AGREEMENT. Subcontract services such as consulting with other engineers, as well as other services not specifically listed on the fee schedule, will be performed by subconsultants who operate under a subcontract agreement with ENGINEER. Fees shall be payable from the currently available funds. In the event funds are not available, ENGINEER shall not be obligated to perform the work.

ARTICLE VI. PAYMENT TERMS

ENGINEER will invoice OWNER for work performed on a monthly basis. In the case of short duration projects, invoicing will be upon project completion, with the invoice issued upon delivery of appropriate proposals or documents. Alternative invoicing methods may be acceptable provided they are agreed to prior to the work being undertaken.

ARTICLE VII. INSURANCE

Prior to the commencement of services under this AGREEMENT, ENGINEER shall obtain standard comprehensive professional liability insurance coverage in an amount of at least \$1,000,000.00 per claim with a \$2,000,000.00 aggregate policy limit per year, covering the services provided under this AGREEMENT. A "claims made" policy is acceptable subject to coverage being maintained during the course of the PROJECT and up to two (2) years after completion and acceptance of PROJECT by the City. ENGINEER shall maintain such coverage during all phases of engineering services and for two (2) years after substantial completion of the PROJECT. The OWNER shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, to the OWNER by certified mail.

ENGINEER will maintain general insurance coverage as follows:

- A. Worker's Compensation Insurance – Statutory as required by the Texas Labor Code.
- B. Employer's Liability Insurance - \$100,000 per accident; \$300,000 per disease; \$100,000 occupational disease per employee.
- C. Commercial General Liability Insurance - \$2,000,000 per occurrence; \$2,000,000 aggregate policy limit applies per project.
- D. Automobile Liability Insurance - \$1,000,000 CSL
- E. Professional Liability - \$1,000,000 per occurrence; \$2,000,000 aggregate policy limit. A "claims made" policy is acceptable subject to coverage being maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.

ENGINEER shall maintain such coverage during all phases of engineering services and for two (2) years after substantial completion of the PROJECT. The OWNER shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, to the OWNER by certified mail.

The OWNER, City of Sherman, including its officers, officials, employees, Boards and Commissions, and volunteers shall be named as an additional insured by endorsement to the general insurance coverage listed in this AGREEMENT, excluding Workers' Compensation, Employers' Liability, and Professional Liability (for which a waiver of subrogation is required to be issued in favor of the OWNER), with regard to the ENGINEER'S activities as required by this CONTRACT. The coverage shall contain no

special limitations on the scope of protection afforded to the OWNER, and all premiums arising from the coverage herein shall be the responsibility of the ENGINEER.

ARTICLE VIII. INDEMNIFICATION

The ENGINEER shall hold harmless and indemnify the OWNER from all claims and liability for damage arising out of or in connection with this CONTRACT to the extent that the damage is caused by or results from failure by the ENGINEER or the ENGINEER'S agent, consultant under contract, or another entity over which the ENGINEER exercises control to perform services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer, or that results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the ENGINEER or the ENGINEER'S agent, consultant under contract, or another entity over which the ENGINEER exercises control. The ENGINEER shall also save harmless the OWNER from any and all expenses, including attorney fees which might be incurred by the OWNER in litigation or otherwise resisting said claim or liabilities, which might be imposed on the OWNER as the result of such negligent acts or omissions by the ENGINEER in proportion to the ENGINEER'S liability.

ENGINEER further agrees that during the course and scope of this AGREEMENT, except with OWNER'S knowledge and consent, ENGINEER shall not represent any third party against the OWNER in any claim, litigation, or other matter, or be retained to act as an expert witness for any third party in any claim, litigation, or any other matter that is, or may be, adversarial to the OWNER, as determined by the OWNER.

Acceptance by the OWNER of the ENGINEER'S work shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, subcontractors, agents, or consultants for the accuracy and competency of ENGINEER'S work; nor shall such acceptance be deemed to be an assumption of such responsibility by the OWNER for any defect, error, or omission in the ENGINEER'S work, its employees, subcontractors, agents, and consultants. ENGINEER, shall without additional costs or fee, correct or revise any errors or deficiencies in his performance.

The parties hereby acknowledge and agree that OWNER is entering into this AGREEMENT pursuant to its governmental functions and that nothing contained in the AGREEMENT shall be construed as constituting a waiver of the OWNER'S governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this AGREEMENT is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the OWNER'S immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this AGREEMENT is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code ("CPRC"), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

ARTICLE IX. COMPLIANCE WITH LAWS

The ENGINEER, its consultants, agents, employees and subcontractors shall comply with all applicable Federal and State laws, charter and ordinances of the City of Sherman, as amended, and all other applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. ENGINEER shall complete only the professional engineering services as required in the performance of the services contracted for herein.

ARTICLE X. OWNER'S RIGHTS AND OWNERSHIP OR DOCUMENTS

All ENGINEER'S designs and work products under this AGREEMENT including, but not limited to, tracings, drawings, plans, specifications, studies and other documents completed or partially completed, shall be the property of the City, to be used as the City desires, without restriction. ENGINEER specifically waives and releases any proprietary rights or ownership claims herein.

ARTICLE XI. SUCCESSORS AND ASSIGNS

The City and the ENGINEER each bind himself, his partners, successors, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this AGREEMENT. The ENGINEER shall not assign, sublet or transfer its interest in this AGREEMENT without the written consent of the City.

ARTICLE XII. PROVISION FOR TERMINATION/INTERRUPTION

The City may terminate or suspend the ENGINEER'S services under this AGREEMENT at any time upon paying all sums due the ENGINEER for work to time of termination and after giving the ENGINEER seven (7) calendar days prior written notice by certified mail, stating the reason for such termination or suspension.

In the event of termination or abandonment of the ENGINEER'S services under this AGREEMENT, payment shall be made to the ENGINEER for all services performed to the date of same.

Upon payment in the event of termination or abandonment, all documents prepared by the ENGINEER shall become the property of the City.

If this AGREEMENT is terminated because of material breach of this AGREEMENT by the ENGINEER, the City may have the remaining work and services to be performed by the ENGINEER performed by another engineer, and the ENGINEER shall be liable to the City for any excess costs accrued by the City thereof.

ARTICLE XIII. CONFIDENTIALITY

ENGINEER will maintain as confidential any documents or information provided by OWNER and will not release or publish same to any third party without prior permission from OWNER, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to OWNER.

ARTICLE XIV. GOVERNING LAW

This AGREEMENT shall be governed in all respects by the laws of the State of Texas. Venue for this AGREEMENT shall be exclusively in Grayson County, Texas.

ARTICLE XV. SURVIVAL

All provisions of this AGREEMENT for indemnity or allocation of responsibility or liability between OWNER and ENGINEER shall survive the completion of the services and the termination of the AGREEMENT.

ARTICLE XVI. SEVERABILITY

In the event that any provision of the AGREEMENT is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

ARTICLE XVII. ENGINEERS SEAL

The ENGINEER shall place a Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished by ENGINEER to the Owner.

ARTICLE XVIII. PUBLIC FUNDING

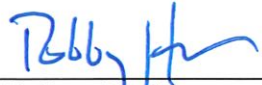
This Contract is subject to the appropriation of public funds by the City in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Contract for that fiscal year. The obligation of the City pursuant to this Contract in any fiscal year for which this Contract is in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Contract, this Contract may be terminated without any liability to either party.

**ARTICLE XIX.
EXTENT OF AGREEMENT**

This AGREEMENT represents the entire and integrated AGREEMENT between the City and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral.

EXECUTED in three (3) counterparts (each of which is an original) on behalf of ENGINEER shown below, and on behalf of the OWNER this 7th day of April, 2021.

OWNER:
CITY OF SHERMAN, TEXAS



Robby Hefton, City Manager

ATTEST:



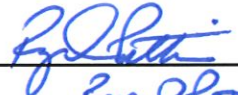
ENGINEER:
PARKHILL



Ryan Kennerly, Principal

ATTEST:

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

BY: 
NAME: 

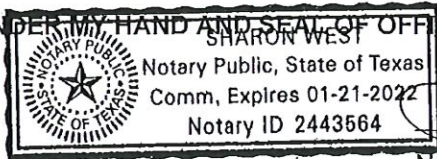
CITY ATTORNEY

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 Ryan Kennerly of Parkhill 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, 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 29 day of March, A.D. 2021.



[Signature]
Notary Public In and For Tarrant County, Texas

My Commission Expires:

1-21-2022

EXHIBIT A
SCOPE OF SERVICES, FEE, AND RATE SCHEDULE

March 29, 2021

Tom Pruitt, PE
Utility Engineer
220 W Mulberry St
Sherman, TX 75091

Re: Emergency Power Generation – ROWTP & LTPS

Dear Mr. Pruitt:

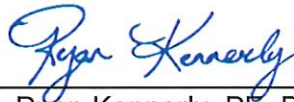
Parkhill, Smith & Cooper, Inc. (Parkhill) is pleased to provide this proposal to deliver professional services under our engineering, survey and construction administration teams. These tasks are related to the design and construction efforts at two City facilities (RO Water Treatment Plant & Lake Texoma Pump Station) in order to maintain adequate supply and treatment of the potable water system should primary power be disrupted for any reason.

Please see Exhibit A, attached, for a proposed scope of service to be accomplished, along with associated cost. For reference, Parkhill's rate schedule for the current calendar year has also been included.

Thank you for the opportunity to provide our services on this project. We trust the letter is responsive to your request, and we look forward to your approval. Should you have any questions, please do not hesitate to call me at 817.633.0434 or 806.441.1602. I may also be reached by email at rkennerly@parkhill.com

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By 
Ryan Kennerly, PE, DBIA
Principal

RSK

Enclosures

cc: Clint Philpott – City of Sherman
Wayne Lee – City of Sherman
Jim Cross – City of Sherman
Oscar Canales – City of Sherman
Marcy Trujillo - Parkhill

EXHIBIT A

Professional Engineering Scope of Services Emergency Power Generation – ROWTP & LTPS

PROJECT DESCRIPTION

The project generally includes the addition of two new generators and associated electrical feeds, gas and/or diesel supply, automatic transfer switches and concrete support structures.

PROFESSIONAL SERVICES

The following items have been identified as necessary components for delivery of a complete and effective project. Parkhill will perform preliminary analysis of the system to include any required site investigations, verify topographic and site survey components, develop plan and specifications documents, and coordinate bid phase along with construction administration services. *Please note that services do not include SCADA, HMI and/or PLC programming*

Task 1 – Engineering Design and Basic Services:

a. Preliminary Analysis and Investigation:

- Scope development & contract execution
- Site investigation & data collection
- Review of existing as-built documents
- City kick-off and team introductions
- Coordination with local energy providers & inspectors
- Review and suggest grant and/or loan forgiveness opportunities.
- Coordination with NTMWD @ LTPS

b. Design and City Compliance:

- 60% design documents (plans & specifications) / QA/QC review
- City review and comment period
- Manufacturer coordination on material lead times
- 90% design documents (plans & specifications) / QA/QC review
- City review and comment period
- Internal constructability review (Internal)
- Finalize bid documents and submit w/ OPCC

c. Bidding and Contract Award:

- Develop & publish project advertisement
- Furnish bid documents to perspective contractors
- Schedule and attend pre-bid conference
- Prepare and issue addenda, as applicable
- Schedule and attend bid opening
- Proposal evaluation and recommendation

d. Construction Administration:

- Schedule and attend pre-construction conference
- Submittal review and approval
- Attend factory testing, as applicable, prior to shipment
- Facilitate monthly construction progress meetings
- Monthly site inspection (maximum of six)
- Preparation of change orders, as applicable
- Prepare applications for payment
- Conformed to construction (as-built) document submittal

Task 2 – Site Survey:

- Topographic and site survey along project limits
- Derive same control, as applicable to existing City files
- Establish control monuments and benchmarks throughout project limits
- Easement description and exhibit development along project limits

OWNER'S SERVICES

- Coordination of site visits at appropriate times throughout the project
- Coordination with utility providers and assistance with any easement procurement
- Design documents review at 60% & 90%
- Facilitate meeting site for project related conferences
- Process engineering and construction pay-application requests

SCHEDULE

Engineering design and basic services will initiate after notification from the Owner and are estimated to conclude no later than December 31st, 2021, or as generator lead times and contractor install will allow, whichever is later.

METHOD OF PAYMENT

Owner shall deliver compensation on an hourly rate basis in accordance with the fee summary below. Invoices shall be submitted monthly by the engineer, in a format acceptable to the owner, based upon the percentage of work completed to date. The engineer shall not exceed the stated fee without prior written consent from the Owner.

1a – Preliminary Analysis and Investigation.....	\$18,000
1b – Design and City Compliance.....	\$110,000
1c – Bidding & Contract Award.....	\$12,500
1d – Construction Administration.....	\$32,500
2 – Site Survey.....	\$17,000

Estimated Hourly Rate, NTE Fee: **\$190,000**

***SPECIAL SERVICES**

Services shall be authorized in writing by the Owner, as needed. Basis of payment is to be determined at the time of authorization. The following are examples and are not intended to be all-inclusive of types of special services which may be required.

- *Architectural improvements to electrical control structures*
- *Funding Agency Form Submission and Application Coordination*
- *Construction Oversight and/or Resident Project Representation*
- *Remote Automation (SCADA), HMI or PLC Design and/or Programming*
- *Bond Counsel*
- *Financial Advisor*
- *Subsurface Utility Engineering (SUE)*
- *Geotechnical Investigation*
- *Construction Materials Testing*

PARKHILL 2021 RATE SCHEDULE

Parkhill

Hourly Rate Schedule

January 1, 2021 through December 31, 2021

Client: City of Sherman

Project: Emergency Power Generation

Agreement Date: TBD

Location: Sherman, TX

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$64.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
SUPPORT STAFF II	\$76.00	Architect	\$160.00	Architect	\$265.00
SUPPORT STAFF III	\$104.00	Civil Engineer	\$189.00	Civil Engineer	\$286.00
SUPPORT STAFF IV	\$111.00	Electrical Engineer	\$183.00	Electrical Engineer	\$297.00
SUPPORT STAFF V	\$123.00	Interior Designer	\$144.00	Interior Designer	\$229.00
SUPPORT STAFF VI	\$133.00	Landscape Architect	\$155.00	Landscape Architect	\$247.00
PROFESSIONAL LEVEL I		Mechanical Engineer	\$183.00	Mechanical Engineer	\$297.00
Architect	\$131.00	Structural Engineer	\$181.00	Structural Engineer	\$273.00
Civil Engineer	\$136.00	Surveyor III	\$128.00	Professional Surveyor VI	\$208.00
Electrical Engineer	\$139.00	Other Professional	\$141.00	Other Professional	\$225.00
Interior Designer	\$124.00	PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Landscape Architect	\$124.00	Architect	\$197.00	Architect	\$341.00
Mechanical Engineer	\$136.00	Civil Engineer	\$220.00	Civil Engineer	\$341.00
Structural Engineer	\$130.00	Electrical Engineer	\$215.00	Electrical Engineer	\$341.00
Surveyor I	\$99.00	Interior Designer	\$156.00	Interior Designer	\$257.00
Other Professional	\$122.00	Landscape Architect	\$168.00	Landscape Architect	\$341.00
PROFESSIONAL LEVEL II		Mechanical Engineer	\$215.00	Mechanical Engineer	\$341.00
Architect	\$141.00	Structural Engineer	\$210.00	Structural Engineer	\$341.00
Civil Engineer	\$152.00	Surveyor IV	\$147.00	Professional Surveyor VII	\$231.00
Electrical Engineer	\$156.00	Other Professional	\$167.00	Other Professional	\$341.00
Interior Designer	\$131.00	PROFESSIONAL LEVEL V			
Landscape Architect	\$131.00	Architect	\$238.00		
Mechanical Engineer	\$156.00	Civil Engineer	\$265.00		
Structural Engineer	\$147.00	Electrical Engineer	\$263.00		
Surveyor II	\$110.00	Interior Designer	\$189.00		
Other Professional	\$129.00	Landscape Architect	\$207.00		
		Mechanical Engineer	\$263.00		
		Structural Engineer	\$253.00		
		Professional Surveyor V	\$174.00		
		Other Professional	\$185.00		

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, 2021 through December 31, 2021. After December 31, 2021, invoices will reflect the Schedule of Charges currently in effect.

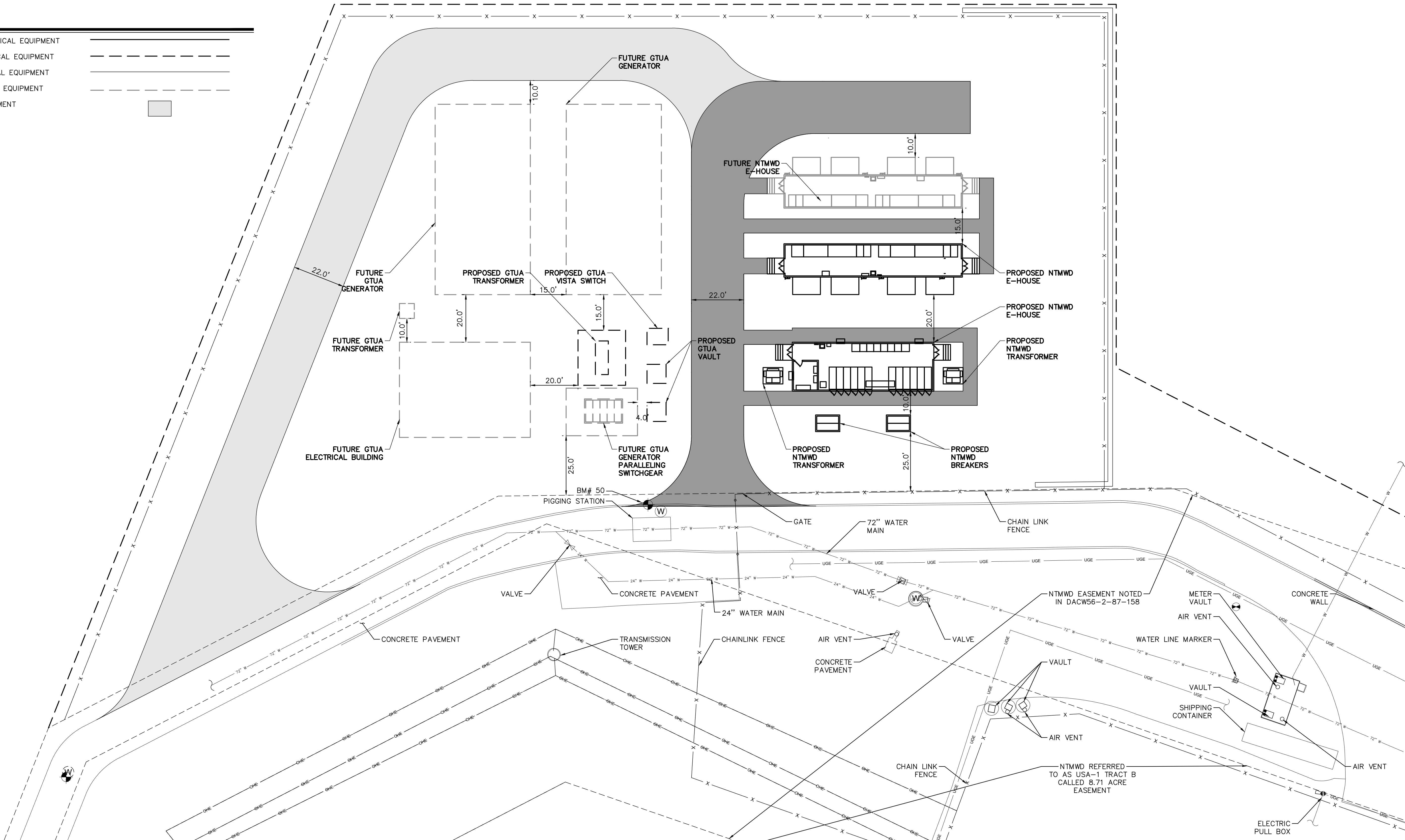
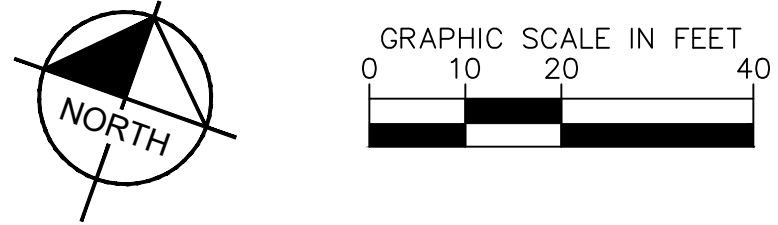
© 2022 CDM SMITH ALL RIGHTS RESERVED. REUSE OF DOCUMENTS: THESE DOCUMENTS AND DESIGNS PROVIDED BY PROFESSIONAL SERVICE, INCORPORATED HEREIN, ARE THE PROPERTY OF CDM SMITH AND ARE NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CDM SMITH.

NOTES:

1. ALL PAVEMENT LIMITS SHOWN ARE SCHEMATIC AND ARE INTENDED TO BE DESIGNED AND INSTALLED DURING A FUTURE PHASE.
2. ALL FUTURE GREATER TEXOMA UTILITY AUTHORITY (GTUA) EQUIPMENT SHOWN WILL BE DESIGNED AND LOCATED BY GTUA AS PART OF A SEPARATE CONTRACT.

LEGEND

PROPOSED NTMWD ELECTRICAL EQUIPMENT	
PROPOSED GTUA ELECTRICAL EQUIPMENT	
FUTURE NTMWD ELECTRICAL EQUIPMENT	
FUTURE GTUA ELECTRICAL EQUIPMENT	
FUTURE SCHEMATIC PAVEMENT	



REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: JDJ
DRAWN BY: HGW
SHEET CHK'D BY: LMW
CROSS CHK'D BY:
APPROVED BY:
DATE: JULY 2023

CDM Smith

50 Hampshire Street
Cambridge, MA 02139
Tel: (617) 452-6000

Kimley»Horn

Texas Board Of Professional Engineers
Firm Registration Number: F-928
13455 Noel Road, Two Galleria Office
Tower Suite 700, Dallas, TX 75240
972-770-1300

NTMWD
TEXOMA PUMP STATION

PROPOSED SITE PLAN

PROJECT NO.	37897-270849
FILE NAME:	
SHEET NO.	C5



City Council Regular Meeting

Agenda Item No. G.7.

Meeting Date: 10/7/2024

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7373**

Authorizing Execution of a Professional Services Agreement with Mead & Hunt, Inc. for the North Wastewater Treatment Plant Expansion Study and Preliminary Engineering Feasibility Report

Issue:

To consider a Professional Services Agreement with Mead & Hunt, Inc. for the North Wastewater Treatment Plant Expansion Study and Preliminary Engineering Feasibility Report

Background:

The Post Oak Wastewater Treatment Plant (WWTP), North Plant, has undergone substantial replacements in the last few years to maintain the plant's existing treatment volumes. A new South Plant is being built to address the City's recent growth in the south.

This Professional Service Agreement will engage engineers to study the existing north wastewater treatment plant components and determine the existing capacity and future capabilities that will be required to treat the future waste stream expected from the growth occurring across the remainder of the City. The format of the resulting report will follow the outline required to apply to the Texas Water Development Board Clean Water State Revolving Fund (CWSRF) funding.

This project is in the FY25 CIP budget.

Origination:

Engineering Department

Financial Consideration:

Funding needed for the agreement is \$266,454.00 will come from the 2024A GTUA OM bond proceeds.

Staff Recommendation:

It is recommended that the contract for professional services with Mead & Hunt, Inc. for the North Wastewater Treatment Plant Expansion Study and Preliminary Engineering Feasibility Report be approved.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7373
2. Professional Services Agreement_North WWTP Expansion Study and PEFR
3. Council Map

RESOLUTION NO. 7373

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 NORTH WASTEWATER TREATMENT PLANT EXPANSION STUDY 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 North Wastewater Treatment Plant Expansion Study 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 7th day of October 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: **North Wastewater Treatment Plant Expansion Study 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 Wisconsin 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 North WWTP Expansion Study and PEFR Project ("Project"); and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

ARTICLE 1 CONSULTANT'S SERVICES

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

ARTICLE 2 CITY'S RESPONSIBILITIES

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

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

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a Lump Sum basis in an amount not to exceed **Two hundred and sixty six thousand and four hundred and fifty four Dollars (\$266,454.00)**; and (b) for Special Services, in an amount not to exceed **Zero Dollars (\$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. 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	\$285
Senior Project Manager	\$252
Project Engineer	\$175
Technician	\$155
Admin	\$90

- 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 (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.
- 3.6 **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 \$(266,454) 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:

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 current fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's current fiscal year unless and until such funds are budgeted.
- 12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.
- 12.24 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.

12.25 **Reference to City** – When referring to “City,” this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

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

CITY:

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

By: _____
Robby Hefton, City Manager

CONSULTANT:

Mead & Hunt, Inc.
a Wisconsin corporation

By: Charlotte D. Smith
Charlotte Smith
Senior Project Manager

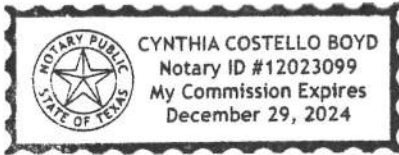
APPROVED AS TO FORM:

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; HE ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT AND DULY AUTHORIZED REPRESENTATIVE FOR **MEAD & HUNT**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 23 DAY OF May 2024.



Cynthia Costello Boyd
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 12/29/2024

EXHIBIT A SCOPE OF SERVICES

I. PROJECT DESCRIPTION

Mead & Hunt will provide preliminary engineering services for the North Wastewater Treatment Plant Expansion Study. The project includes evaluating expansion alternatives for increasing design load and peak flow handling capacities of all wastewater handling facilities, developing opinion of probable construction costs (OPCCs) for recommended options, and preparing a Preliminary Engineering Feasibility Report (PEFR) for a Texas Water Development Board (TWDB) funding application.

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.

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

EXHIBIT A SCOPE OF SERVICES

- 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) Review and summarize analytical and plant operating data for the last five years and assess trends. Data impacting solids handling to be evaluated as part of the Digester project.
- 2) Coordinate, prepare for and attend project initiation meeting to discuss data trends, historical issues, design and peak flow projections, and funding issues.
- 3) Develop and summarize recommendations for design influent and primary effluent waste strengths and design and peak flows.
- 4) Research and summarize requirements for viable funding alternatives, anticipated to include but not limited to Texas Water Development Board (TWDB).
- 5) Evaluate and summarize capacity of existing influent pumps, screens, grit removal, primary clarifiers, aeration basins, aeration equipment, secondary clarifiers, waste sludge pumps, aeration basin lift pumps, UV disinfection, flow metering and peak flow storage. Evaluations in recent condition assessment and master planning documents will be used to the extent possible. Solids handling facilities to be evaluated as part of the Digester project.
- 6) Delineate locations and develop OPCC for addition of fourth Aeration Basin and fourth Secondary Clarifier for handling design flows. Evaluate potential locations for fourth blower and develop OPCC for recommended location of fourth blower. Develop OPCC for demolition of trickling filters. Develop 3D models of existing structures and recommended improvements.
- 7) Develop hydraulic model including major process piping.
- 8) Evaluate expansion alternatives and develop OPCC for recommended options for increasing peak flow capacities of influent pumps, screens, grit removal and primary

EXHIBIT A SCOPE OF SERVICES

- clarification. Develop 3D models of existing structures and recommended improvements.
- 9) Develop OPCC for recommended expansion alternative for increasing capacities of the reuse pump station and filters. Develop preliminary 3D model of recommended improvements.
 - 10) Evaluate expansion alternatives and develop OPCC for recommended option for increasing peak flow capacities of UV disinfection and flow metering. Develop preliminary 3D model of existing structures and recommended improvements.
 - 11) Evaluate and summarize capacities of existing aeration piping.
 - 12) Summarize potential plant water needs and estimate plant water design flows. Evaluate whether to chlorinate potential plant water.
 - 13) Evaluate phasing of improvements and improvements needed for 20 year timeframe.
 - 14) Coordinate, prepare for and attend project workshop to review design and peak flow handling options and recommendations to detail in summary memorandum.
 - 15) Prepare Expansion Study Summary memorandum. Submit memorandum for internal then Client review.
 - 16) Coordinate, prepare for and attend project review meeting to discuss draft Expansion Study Memorandum.
 - 17) Research TWDB-0556 requirements and develop Preliminary Engineering Feasibility Report (PEFR) to be used for TWDB funding.
 - 18) Incorporate City review comments and assist with submittal of PEFR to TWDB.
 - 19) 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 BUDGET SUMMARY

I. Basic Services

Data Evaluation, Flow Projections, Project Initiation, Design Parameters and Funding Alternatives	\$18,698.00
Evaluate Capacities, Evaluate Expansion Options, Develop OPCCs, Develop 3D Models	\$84,231.00
Hydraulic Modeling, Evaluation of Air Piping, Addition of Plant Water	\$24,133.00
Phasing of Improvements, Workshop, Summary Memorandum	\$42,572.00
Review Meeting, PEFR, Council Presentation, QA/QC	\$45,280.00
Electrical & Instrumentation	\$50,000.00
Mileage Expenses (including 10-percent multiplier)	\$1,540.00
Total Basic Services (Lump Sum)	\$ 266,454.00

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

1. Files shall be done in DWG/DXF format.
2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83 Grid.
3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.
4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.
5. The file shall contain required features for the project type as detailed below:
 - a. Pre-Construction/As-Built Plans and/or Record Documents:
 - i. Layers from Final Plat Requirements as Applicable to Project Type.
 - ii. Water Utility Features.
 - iii. Sanitary Sewer Features.
 - iv. Storm Sewer Features.
6. Each required feature group should be provided as a separate layer within the file.
7. Layer names should be representative of the information contained in the layer.
8. Line work should be done per accepted industry norms.

Text should not be smaller than 0.08" on a full size sheet, and should be a font such as Simplex, Calibri, or Arial.

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

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

II. **GUIDELINES FOR DIRECT EXPENSES**.

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

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

- B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.
- C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as

a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

- E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

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

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

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

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

I. GENERAL INSURANCE REQUIREMENTS –

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

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

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

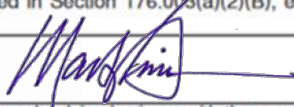
IV. INSURANCE CHECKLIST – "X" means that the following coverage(s) is required for this Agreement.

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

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

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

EXHIBIT E
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
1 Name of vendor who has a business relationship with local governmental entity. N/A		Date Received
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. 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		9/23/2024 _____ Date



Post Oak Wastewater Treatment Plant (WWTP) - North - Treatment and Capacity Study; Texas Water Development Board CWSRF

Sherman
CLASSIC TOWN. BROAD HORIZON.



City Council Regular Meeting

Agenda Item No. G.8.

Meeting Date: 10/7/2024

Prepared By: Amber Doan, Engineering Coordinator

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7374**

Authorizing the Execution of an Encroachment Agreement with GM Sherman Owner LP for the Encroachment of a Monument Sign within 20-foot Utility Easement Established in Vol. 17, Pages 99 & 100, Plat Records, Grayson County, Texas.

Issue:

To consider executing an encroachment agreement relating to an existing 20-foot Utility Easement established in Volume 17, Pages 99 & 100, Plat Records, Grayson County, Texas.

Background:

GM Sherman Owner, LP, the property owner of the subject property, is building Birchwood Apartments. The property owner is requesting an encroachment into the platted 20-foot Utility Easement to place their entrance monument sign. The proposed location of the monument sign is preferable for visibility from the public roadway as well as to allow for safe visibility to the public roadway for residents.

Origination:

GM Sherman Owner LP, 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 Agreement be executed.

Alternatives:

As may be directed by City Council

Attachments:

1. Resolution No. 7374
2. Partially Executed Agreement_9.16.24
3. Encroachment Request
4. Location Map

RESOLUTION NO. 7374

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT TO GM SHERMAN OWNER LP FOR THE ENCROACHMENT OF A MONUMENT SIGN WITHIN 20-FOOT UTILITY EASEMENT ESTABLISHED IN VOLUME 17, PAGES 99 & 100, PLAT RECORDS, GRAYSON COUNTY, TEXAS, 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 a monument sign within the 20-foot utility easement established in Volume 17, Pages 99 & 100, Plat Records, Grayson County, Texas, 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, TEXAS on this the 7th day of October 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

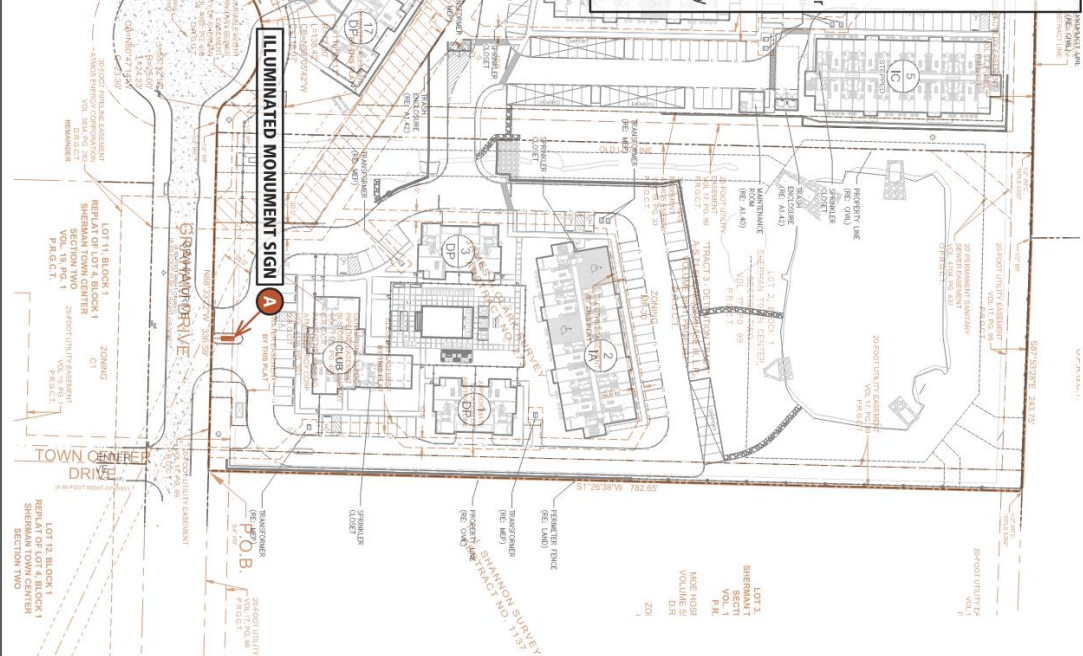
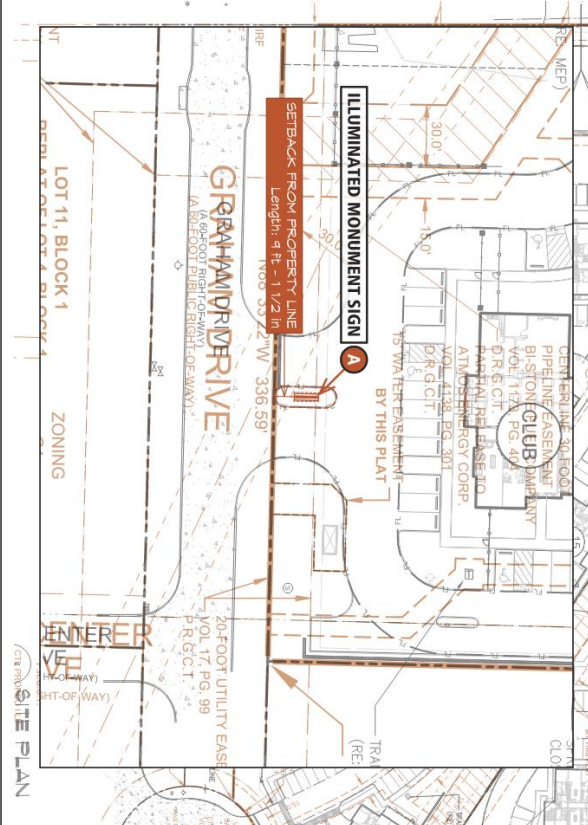
**APPROVED AS TO FORM AND
CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

ZONING: MF-30 Multi-Family Residential
ORDINANCE: Sec. 14.07.008 - Multi-Family Residential Signs
SIGN TYPE: (a) Multi-Family Development Entrance Signs

CODE SECTION:

- 1) Multi-family development signs are permitted at each entrance of the development. They may be freestanding or constructed on a masonry perimeter fence.
- 2) The maximum size area shall be 32 square feet per side. The calculation of the sign area shall only include the area with characters, letters, and illustrations.
- 3) The maximum height of the sign structure shall not exceed six (6) feet.
- 4) Freestanding signs shall be setback a minimum of five (5) feet from the property line.
- 5) Multi-family Development Entrance Signs shall be constructed of a landscaped, stone-base feature, or compatible with the design materials and colors of the building(s) on the site as approved by the Development Services Director.
- 6) Development entrance signs shall not obstruct the view of turning traffic.
- 7) Approval of a sign encroachment agreement is required before a development entrance sign may be constructed within any easements. Only signs with a slab foundation will be permitted within a utility easement. Signs requiring piers will not be permitted within a utility easement.
- 8) Signs shall be back lighted, indirect lighted, internal lighted or lighted by spots. No digital/LED signs are permitted.
- 9) Such signs shall require a sign permit.



Birchway Sherman - Monument Sign
Greystar
Houston, Texas

FOURCE
JOB NUMBER
2402G01

APPROVAL
DATE
08/01/2024
SHEET TITLE
ENTRY SIGNAGE
SHEET NUMBER
ES.MAP.00

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 GM SHERMAN OWNER LP ("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 Sherman Town Center Section Two ("Plat"), filed in Volume 17, Pages 99 & 100, Plat 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 a Monument Sign ("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:
GM Sherman Owner LP
Attn: TJ Moore, Vice President
600 Las Colinas Blvd., Ste. 2100
Irving, TX 75039
Telephone: (817) 739-1912
Email: tj.moore@greystar.com

- 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:

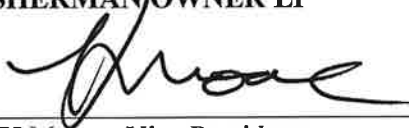
CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager

Date: _____

LICENSEE:

GM SHERMAN OWNER LP

By:  _____
TJ Moore, Vice President

Date: 9/16/24

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.

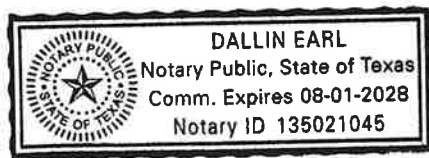
GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF Dallas §

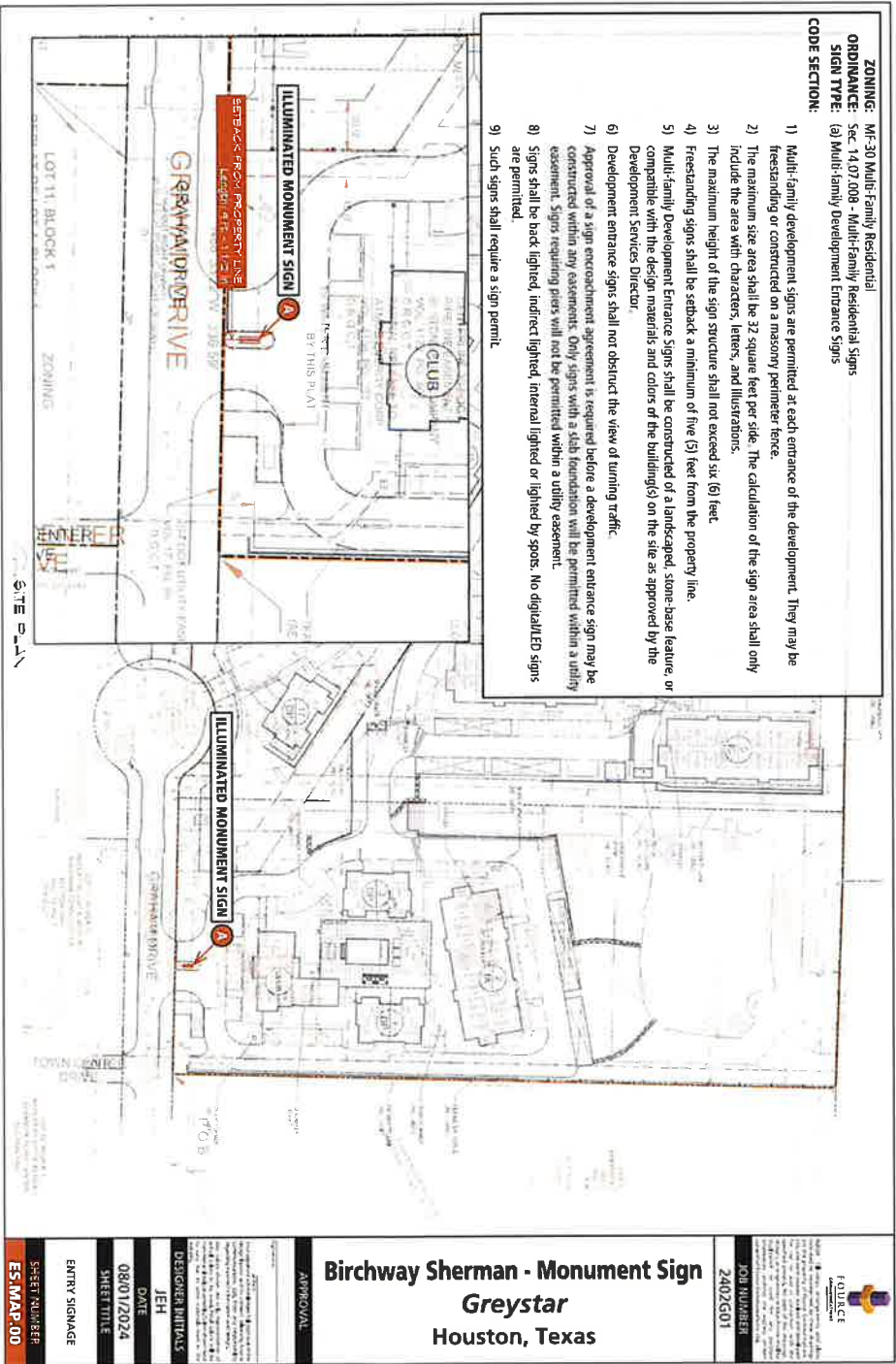
BEFORE ME, the undersigned authority, on this day personally appeared TJ Moore known to me to be the person whose name is subscribed to the foregoing instrument, and that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16 day of September, 2024.



[Signature]
Notary Public in and for the State of Texas
My Commission Expires: 8/1/28

EXHIBIT A

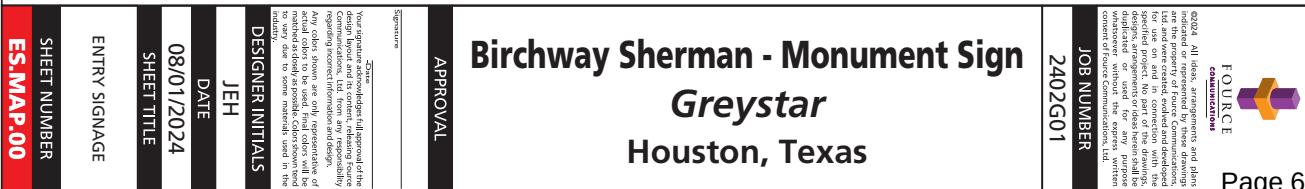


Project Information for City Engineer

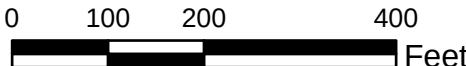
1. Property Address: **601 Graham Dr, Sherman, TX 75092**
2. Property ID: **264400**
3. Property Owner Information:
 - a. Owner ID: **495329**
 - b. Owner Name: **GM Sherman Owner LP**
 - c. Owner Mailing Address: **600 Las Colinas Blvd Ste 2100**
4. Reason for Encroachment Request: **Install Monument Sign for Apartment Complex.**
5. Maximum amount of encroachment into easement: **Monument Extends 11'7" into the Easement.**
6. Signor's information (if different from property owner):
 - a. Signor Name: **TJ Moore**
 - b. Signor Address: **600 Las Colinas Blvd Ste 2100**
 - c. Signor Email: **tj.moore@greystar.com**
7. Signature of authorized signor for property as well as signing capacity of said signor
 - a. Signature: *TJ Moore*
 - b. Signing Capacity: **Signor of GM Sherman LP**
8. Drawing showing encroachment location, and if possible, showing how many feet the maximum encroachment will be: **Please see attached.**

ORDINANCE: Sec. 14.07.008 - Multi-Family Residential Signs
SIGN TYPE: (a) Multi-family Development Entrance Signs

- 1) Multi-family development signs are permitted at each entrance of the development. They may be freestanding or constructed on a masonry perimeter fence.
- 2) The maximum size area shall be 32 square feet per side. The calculation of the sign area shall only include the area with characters, letters, and illustrations.
- 3) The maximum height of the sign structure shall not exceed six (6) feet.
- 4) Freestanding signs shall be setback a minimum of five (5) feet from the property line.
- 5) Multi-family Development Entrance Signs shall be constructed of a landscaped, stone-base feature, or compatible with the design materials and colors of the building(s) on the site as approved by the Development Services Director.
- 6) Development entrance signs shall not obstruct the view of turning traffic.
- 7) Approval of a sign encroachment agreement is required before a development entrance sign may be constructed within any easements. Only signs with a slab foundation will be permitted within a utility easement. Signs requiring piers will not be permitted within a utility easement.
- 8) Signs shall be back lighted, indirect lighted, internal lighted or lighted by spots. No digital/LED signs are permitted.
- 9) Such signs shall require a sign permit.



Easement Encroachment Agreement - Sherman Town Center 3





City Council Regular Meeting

Agenda Item No. G.9.

Meeting Date: 10/7/2024

Prepared By: Amber Doan, Engineering Coordinator

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7375**

Authorizing the Execution of an Encroachment Agreement with CastleRock Communities LLC for the Encroachment of a Retaining Wall within a 10-foot Utility Easement and Right-of-Way Established in Instrument No. 2023-245, Plat Records, Grayson County, Texas

Issue:

To consider executing an encroachment agreement relating to an existing 10-foot Utility Easement and Right-of-Way established in Instrument No. 2023-245, Plat Records, Grayson County, Texas.

Background:

CastleRock Communities LLC is the property owner of Lot 7, Block A. The property owner has constructed a Retaining Wall within the 10-foot Utility Easement and the Wall has slightly encroached into City Right-of-Way. The Right-of-Way is excess from acquisition for the Interurban Parkway improvements project. There are no future plans for the City to utilize the portion of Right-of-Way that is being encroached into by said retaining wall.

Origination:

CastleRock Communities LLC, Property Owner

Financial Consideration:

None

Staff Recommendation:

City staff has no objections to the proposed encroachment and it is recommended that the Encroachment Agreement be executed.

Alternatives:

As may be directed by City Council.

Attachments:

1. Resolution No. 7375
2. .Partially Executed Agreement_09122024
3. .Location Map - Lot 7

RESOLUTION NO. 7375

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT TO CASTLEROCK COMMUNITIES LLC FOR THE ENCROACHMENT OF A RETAINING WALL WITHIN 10-FOOT UTILITY EASEMENT AND RIGHT-OF-WAY ESTABLISHED IN INSTRUMENT NO. 2023-245, PLAT RECORDS, GRAYSON COUNTY, TEXAS, 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 a retaining wall within the 10-foot utility easement and Right-of-Way established in Instrument No. 2023-245, Plat Records, Grayson County, Texas, 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, TEXAS on this the 7th day of October 2024.

CITY OF SHERMAN, TEXAS

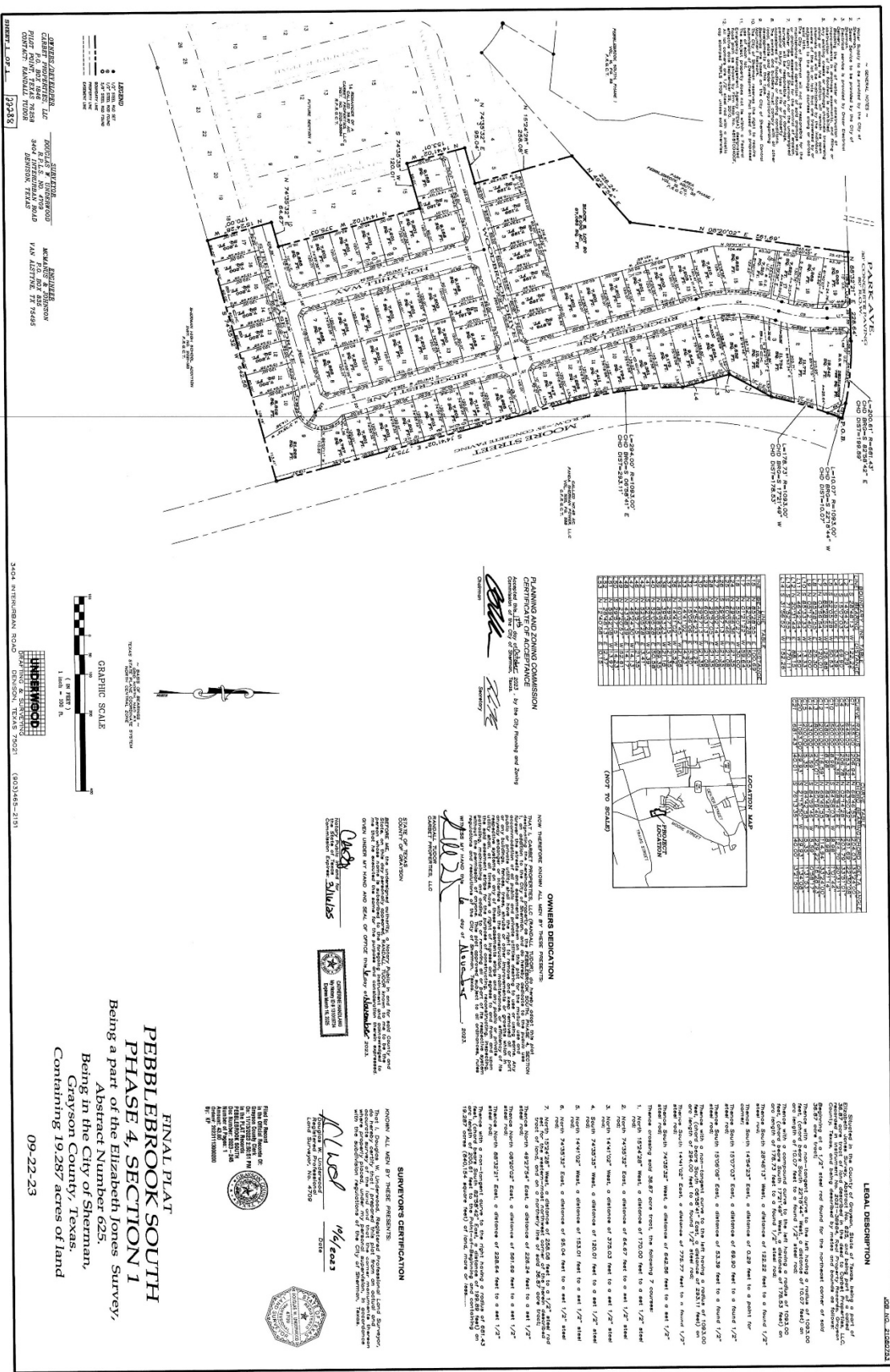
BY: _____
DAVID PLYLER, MAYOR

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



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 CastleRock Communities LLC ("Licensee"). City and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, Licensee owns certain real property by virtue of that certain Special Warranty Deed with Vendors Lien ("Deed") filed in Instrument No. 2024-4861, Real Property Records, Grayson County, Texas, which more particularly describes and depicts Lot 7, Block A of Pebblebrook South, Phase 4, Section 1 (the "Lot"), is incorporated herein by reference for all purposes; and

WHEREAS, City and any Franchise Utility Company (each a "Franchisee") have existing rights in and to a ten foot (10') utility easement at the rear of the Lot and the City owns some land behind the Lot (the "Property"); and

WHEREAS, Licensee desires to operate, repair and maintain a retaining wall and fence ("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 ten (10) 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:

CastleRock Communities LLC
Attn: Chad Harkin, Vice President – Acquisitions and Development
701 Saratoga Dr.
Southlake, TX 76092

- 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.
- m. It is understood that Licensee intends to sell and convey the Lot to a third party owner and upon the conveyance of the Lot by Licensee, which conveyance shall be subject to this Agreement, this Agreement will be assigned to the landowner, and the Licensee shall be released from any liability or obligations hereunder with respect to such Lot; however the subsequent owner of such Lot, and any future owner of such Lot, shall be considered to have assumed the obligations of Licensee hereunder with respect to such Lot because this Agreement shall run with the land and bind all future owners of the Lot.

[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:
CASTLEROCK COMMUNITIES LLC

By:  _____
Kirk Breitenwischer, Executive Vice
President
Date: August 27, 2024

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__.

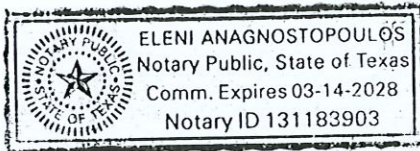
Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared **Kirk Breitenwischer** known to me to be the person whose name is subscribed to the foregoing instrument;

he acknowledged to me that he is the Executive Vice President of CASTLEROCK COMMUNITIES LLC, 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 CASTLEROCK COMMUNITIES LLC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of August, 2024.



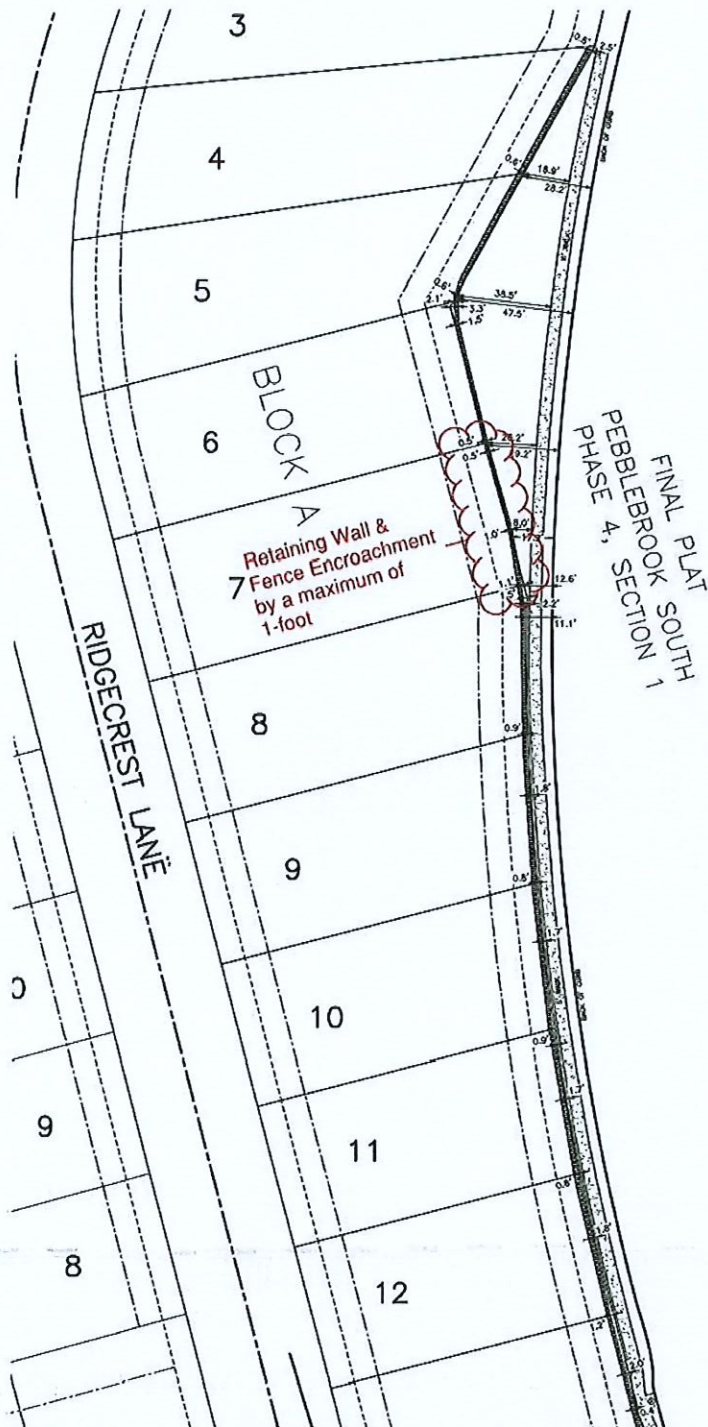
Notary Public in and for the State of Texas
My Commission Expires: 03/14/2028

4857-9651-9887.v2

Encroachment and License Agreement
2328-A/01

Page 9 of 10

EXHIBIT A

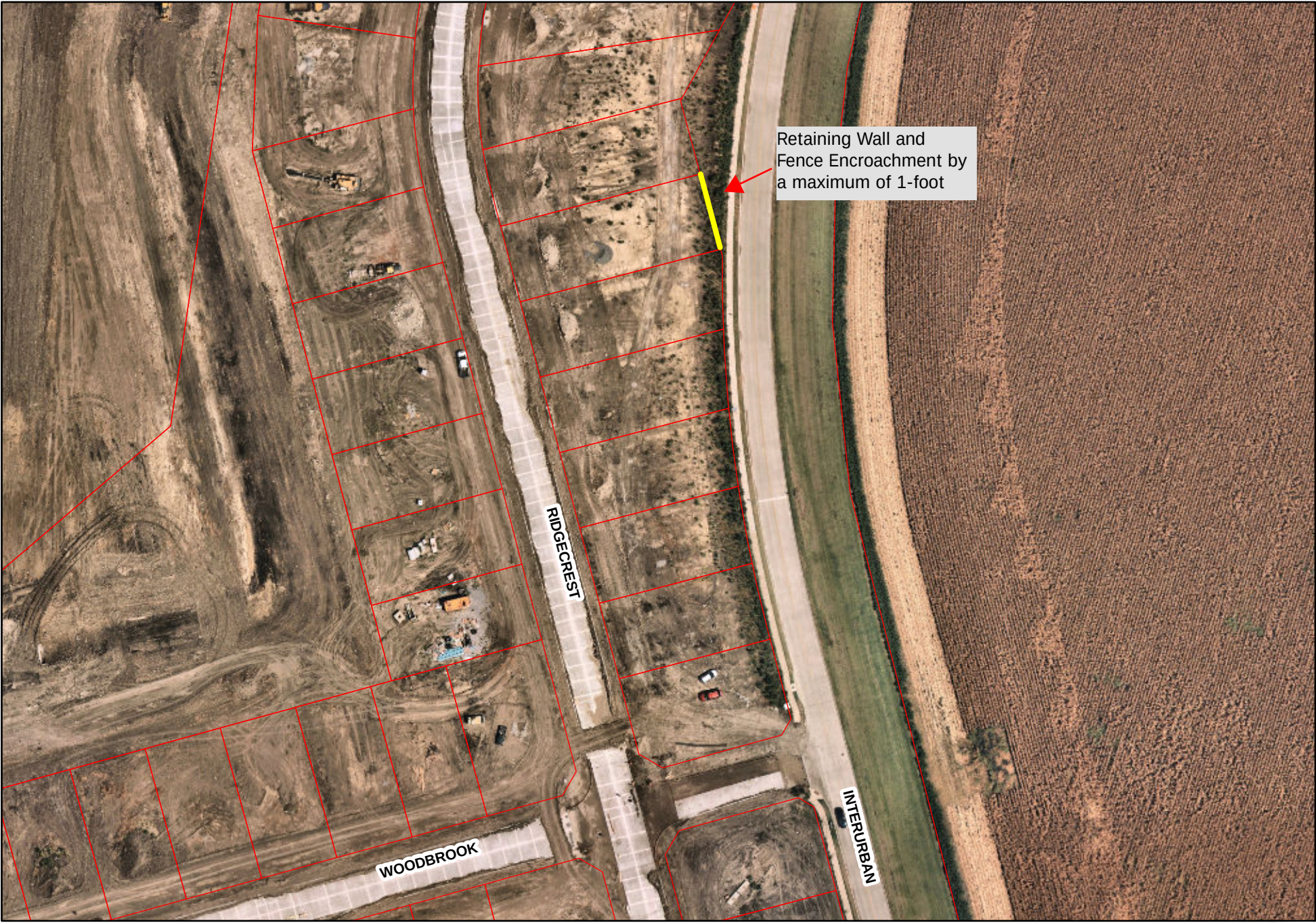


4857-9651-9887.v2

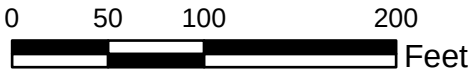
Encroachment and License Agreement
2328-A/01

Page 10 of 10

Encroachment - Lot 7, Block A, Pebblebrook South, Ph. 4, Sec. 1



Retaining Wall and
Fence Encroachment by
a maximum of 1-foot





City Council Regular Meeting

Agenda Item No. G.10.

Meeting Date: 10/7/2024

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7376**

Authorizing Execution of Amendment No. 1 to the Professional Services Agreement with Halff Associates, Inc. for Right-Of-Way Assistance

Issue:

To consider Amendment No. 1 to the Professional Services Agreement with Halff Associates, Inc. for Right-Of-Way Assistance

Background:

On April 18, 2022, the City Council awarded a \$164,540 Professional Services Agreement to Halff Associates, Inc. for Right-Of-Way Assistance. This agreement was to provide assistance with acquiring right-of-way parcels needed for the next phase of FM 1417 improvements from SH 56 to West Travis.

This Amendment No. 1 for \$133,880 provides for adding eight (8) more parcels due to some of the original parcels along FM1417 splitting into multiple parcels and the City's request for assistance for three parcels on another project. This Amendment also provides for a TxDOT required secondary review of all the appraisal the City has had done for the FM1417 improvements.

Origination:

Engineering Department

Financial Consideration:

This Amendment No. 1 adds \$133,880 to the contract for a total contract cost of \$298,420. Funding will be provided by Certificates of Obligation.

Staff Recommendation:

It is recommended that Amendment No. 1 to the Professional Services Agreement with Halff Associates, Inc. for Right-Of-Way Assistance contract be approved.

Alternatives:

As may be directed by the City Council.

Attachments:

1. Resolution No. 7376
2. Amendment No 1
3. Res No. 6872 & Agreement

RESOLUTION NO. 7376

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC. FOR RIGHT-OF-WAY ASSISTANCE; 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 Halff Associates, Inc., for Right-Of-Way Assistance, 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 7th day of October 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 RIGHT-OF-WAY ACQUISITION ASSISTANCE
BETWEEN THE CITY OF SHERMAN (OWNER) HALFF ASSOCIATES, INC. (ENGINEER)

Dated May 4, 2022 ("Original Agreement")

The City of Sherman has requested additional services of the Engineer as a part of the Original Agreement. The services identified as additional services include additional parcels and appraisal review services. This Amendment No. 1 serves to increase the original contract fees and completion date under the Original Agreement

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

Specific Parcel Number	Appraisal		Negotiation Services		Title and Closing Services		Title Commitment		Total \$ Cost All Parcels
	units	Total \$ Fees	units	Total \$ Fees	units	Total \$ Fees	units	Total \$ Fees	
New Parcel 1			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 2			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 3			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 4			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 5			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 6			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 7			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 8			1	\$5,525	1	\$1,250	1	\$500	\$7,275
			8		8		8		\$58,200
Project Management Services:									
Number of Hours:				158				\$190	\$30,020
Appraisal Review Services:									
Number of Hours:				168				\$250	\$42,000
Administrative Assistant Services:									
Number of Hours:				24				\$85	\$2,040
Condemnation Services:									
Number of Hours:				12				\$135	\$1,620
TOTAL FEE INCREASE (NOT TO EXCEED)									\$133,880

[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 Article III of this Original Agreement to read as follows:

**ARTICLE III.
TERM**

The contract term shall commence of the date of the AGREEMENT and be completed by July 1, 2025. The contract term may be extended by mutual AGREEMENT of the parties.

[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:

COMPENSATION

Specific Parcel Number	Appraisal		Negotiation Services		Title and Closing Services		Title Commitment		Total \$ Cost All Parcels
	units	Total \$ Fees	units	Total \$ Fees	units	Total \$ Fees	units	Total \$ Fees	
6			1	\$5,525	1	\$1,250	1	\$500	\$7,275
7			1	\$5,525	1	\$1,250	1	\$500	\$7,275
9			1	\$5,525	1	\$1,250	1	\$500	\$7,275
10			1	\$5,525	1	\$1,250	1	\$500	\$7,275
11			1	\$5,525	1	\$1,250	1	\$500	\$7,275
12			1	\$5,525	1	\$1,250	1	\$500	\$7,275
14			1	\$5,525	1	\$1,250	1	\$500	\$7,275
15			1	\$5,525	1	\$1,250	1	\$500	\$7,275
16			1	\$5,525	1	\$1,250	1	\$500	\$7,275
17			1	\$5,525	1	\$1,250	1	\$500	\$7,275
18			1	\$5,525	1	\$1,250	1	\$500	\$7,275
19			1	\$5,525	1	\$1,250	1	\$500	\$7,275
20			1	\$5,525	1	\$1,250	1	\$500	\$7,275
21			1	\$5,525	1	\$1,250	1	\$500	\$7,275
22			1	\$5,525	1	\$1,250	1	\$500	\$7,275
23			1	\$5,525	1	\$1,250	1	\$500	\$7,275
24			1	\$5,525	1	\$1,250	1	\$500	\$7,275
26			1	\$5,525	1	\$1,250	1	\$500	\$7,275
28			1	\$5,525	1	\$1,250	1	\$500	\$7,275
33 Pt 1 & 2			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 1			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 2			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 3			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 4			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 5			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 6			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 7			1	\$5,525	1	\$1,250	1	\$500	\$7,275
New Parcel 8			1	\$5,525	1	\$1,250	1	\$500	\$7,275
			28		28		28		\$203,700
Project Management Services:									
Number of Hours:				226				\$190	\$42,940
Appraisal Review Services:									
Number of Hours:				168				\$250	\$42,000
Administrative Assistant Services:									
Number of Hours:				96				\$85	\$8,160
Condemnation Services:									
Number of Hours:				12				\$135	\$1,620

CONTRACT TOTAL (NOT TO EXCEED):

\$298,420

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. 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. 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 _____ day of _____, 2024.

CITY:
CITY OF SHERMAN, TEXAS

CONSULTANT:
HALFF ASSOCIATES, INC.

Robby Hefton, City Manager



Mark M. Janicki, Vice President

ATTEST:

ATTEST:

Linda Ashby
City Clerk



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 DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Mark M. Janicki, Vice President of Halff Associates, Inc., a Texas corporation 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 Halff 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 1 day of October, A.D. 2024.



Michelle Chastain
Notary Public In and For Dallas County, Texas

My Commission Expires:

5-9-2028

RESOLUTION NO. 6872

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC. FOR RIGHT-OF-WAY ACQUISITION ASSISTANCE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Halff Associates, Inc. for Right-Of-Way Acquisition Assistance, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 18th day of April, 2022.

CITY OF SHERMAN, TEXAS

BY:


DAVID PLYLER, MAYOR

ATTEST:

BY:


LINDA ASHBY, CITY CLERK

CERTIFIED COPY - DOCUMENT
THIS IS CERTIFIED TO BE A TRUE COPY
OF THE PERMANENT RECORD AS FILED
IN THE OFFICE OF THE CITY CLERK.


CITY CLERK, SHERMAN, TEXAS

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

BY:


RYAN D. PITTMAN, CITY ATTORNEY

ISSUED: 10.29.2022

Professional Services/Consultant Agreement

This AGREEMENT or CONTRACT is made and entered into this 18th day of April 2022, by and between the City of Sherman, Texas hereinafter also called the OWNER or City, and Half Associates, Inc., hereinafter called the ENGINEER or Consultant. On consideration of the mutual agreements herein and subject to the following terms and conditions, the parties mutually agree as follows:

ARTICLE I. SERVICES TO BE PROVIDED

ENGINEER agrees to furnish professional engineering services in accordance with the terms and conditions of this AGREEMENT (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

ENGINEER shall conduct professional engineering services generally described as follows:

Right-Of-Way Acquisition Assistance

ARTICLE II. SCOPE OF WORK

During the term of this AGREEMENT, ENGINEER shall perform at the request and satisfaction of the Engineering Department of the City of Sherman, the stated services and the indicated fee schedule attached as **EXHIBIT A**.

ARTICLE III. TERM

The contract term shall commence on the date of this AGREEMENT and be completed by April 18, 2023. The contract term may be extended by mutual AGREEMENT of the parties.

ARTICLE IV. PROJECT INITIATION

Prior to the OWNER issuing a work order to proceed with any assessments, surveys, or other related work, ENGINEER shall provide OWNER with a written proposal detailing the scope of services and providing a fee estimate for proposed work. Said costs are to be based on the attached fee schedule. Final cost, excluding an approved change order, may not exceed the cost estimate by more than 10 percent without written approval of the OWNER.

ARTICLE V. FEES

Fees for services performed under this AGREEMENT shall be based on an hourly rate for personnel, equipment, and related services as detailed on the fee schedule attached as **EXHIBIT A** to this AGREEMENT. Subcontract services such as consulting with other engineers, as well as other services not specifically listed on the fee schedule, will be performed by subconsultants who operate under a subcontract agreement with ENGINEER. Fees shall be payable from the currently available funds. In the event funds are not available, ENGINEER shall not be obligated to perform the work.

ARTICLE VI. PAYMENT TERMS

ENGINEER will invoice OWNER for work performed on a monthly basis. In the case of short duration projects, invoicing will be upon project completion, with the invoice issued upon delivery of appropriate proposals or documents. Alternative invoicing methods may be acceptable provided they are agreed to prior to the work being undertaken.

ARTICLE VII. INSURANCE

Prior to the commencement of services under this AGREEMENT, ENGINEER shall obtain standard comprehensive professional liability insurance coverage in an amount of at least \$1,000,000.00 per claim with a \$2,000,000.00 aggregate policy limit per year, covering the services provided under this AGREEMENT. A "claims made" policy is acceptable subject to coverage being maintained during the course of the PROJECT and up to two (2) years after completion and acceptance of PROJECT by the City. ENGINEER shall maintain such coverage during all phases of engineering services and for two (2) years after substantial completion of the PROJECT. The OWNER shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, or change in limits by endorsement, to the OWNER by certified mail.

ENGINEER will maintain general insurance coverage as follows:

- A. Worker's Compensation Insurance – Statutory as required by the Texas Labor Code.
- B. Employer's Liability Insurance - \$100,000 per accident; \$300,000 per disease; \$100,000 occupational disease per employee.
- C. Commercial General Liability Insurance - \$2,000,000 per occurrence; \$2,000,000 aggregate policy limit applies per project.
- D. Automobile Liability Insurance - \$1,000,000 CSL
- E. Professional Liability - \$1,000,000 per occurrence; \$2,000,000 aggregate policy limit. A "claims made" policy is acceptable subject to coverage being maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.

ENGINEER shall maintain such coverage during all phases of engineering services and for two (2) years after substantial completion of the PROJECT. The OWNER shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, or change in limits by endorsement, to the OWNER by certified mail.

The OWNER, City of Sherman, including its officers, officials, employees, Boards and Commissions, and volunteers shall be named as an additional insured by endorsement to the general insurance coverage listed in this AGREEMENT, excluding Workers' Compensation, Employers' Liability, and Professional Liability (for which a waiver of subrogation is required to be issued in favor of the OWNER), with regard to the ENGINEER'S activities as required by this CONTRACT. The coverage shall contain no

special limitations on the scope of protection afforded to the OWNER, and all premiums arising from the coverage herein shall be the responsibility of the ENGINEER.

ARTICLE VIII. INDEMNIFICATION

The ENGINEER shall hold harmless and indemnify the OWNER against claims and liability for damage arising out of the negligent act or omission, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the ENGINEER or the ENGINEER'S agent, consultant under contract, or another entity over which the ENGINEER is legally liable. The ENGINEER shall also reimbursement Owner its reasonable attorney's fees which might be incurred by the OWNER in litigation or otherwise resisting said claim or liabilities in proportion to ENGINEER'S liability.

ENGINEER further agrees that during the course and scope of this AGREEMENT, except with OWNER'S knowledge and consent, ENGINEER shall not represent any third party against the OWNER in any claim, litigation, or other matter, or be retained to act as an expert witness for any third party in any claim, litigation, or any other matter that is, or may be, adversarial to the OWNER, as determined by the OWNER.

Acceptance by the OWNER of the ENGINEER'S work shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, subcontractors, agents, or consultants for the accuracy and competency of ENGINEER'S work; nor shall such acceptance be deemed to be an assumption of such responsibility by the OWNER for any defect, error, or omission in the ENGINEER'S work, its employees, subcontractors, agents, and consultants. ENGINEER, shall without additional costs or fee, correct or revise any errors or deficiencies in his performance.

The parties hereby acknowledge and agree that OWNER is entering into this AGREEMENT pursuant to its governmental functions and that nothing contained in the AGREEMENT shall be construed as constituting a waiver of the OWNER'S governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this AGREEMENT is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the OWNER'S immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this AGREEMENT is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code ("CPRC"), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

ARTICLE IX. COMPLIANCE WITH LAWS

The ENGINEER, its consultants, agents, employees and subcontractors shall comply with applicable Federal and State laws, charter and ordinances of the City of Sherman, as amended, and other applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. ENGINEER shall complete only the professional engineering services as required in the performance of the services contracted for herein.

**ARTICLE X.
OWNER'S RIGHTS AND OWNERSHIP OR DOCUMENTS**

Upon completion of services and payment in full, ENGINEER'S work products under this AGREEMENT including, but not limited to, tracings, drawings, plans, specifications, studies and other documents completed or partially completed, shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such deliverables, materials and reports only for those purposes for which they were intended; provided, however, that Professional is not responsible and shall not be liable for the City's use of such documents for any purpose other than the project described in this Agreement

**ARTICLE XI.
SUCCESSORS AND ASSIGNS**

The City and the ENGINEER each bind himself, his partners, successors, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this AGREEMENT. The ENGINEER shall not assign, sublet or transfer its interest in this AGREEMENT without the written consent of the City.

**ARTICLE XII.
PROVISION FOR TERMINATION/INTERRUPTION**

The City may terminate or suspend the ENGINEER'S services under this AGREEMENT at any time upon paying all sums due the ENGINEER for work to time of termination and after giving the ENGINEER seven (7) calendar days prior written notice by certified mail, stating the reason for such termination or suspension.

In the event of termination or abandonment of the ENGINEER'S services under this AGREEMENT, payment shall be made to the ENGINEER for all services performed to the date of same.

Upon payment in the event of termination or abandonment, all documents prepared by the ENGINEER shall become the property of the City.

If this AGREEMENT is terminated because of material breach of this AGREEMENT by the ENGINEER, the City may have the remaining work and services to be performed by the ENGINEER performed by another engineer, and the ENGINEER shall be liable to the City for any excess costs accrued by the City thereof.

**ARTICLE XIII.
CONFIDENTIALITY**

ENGINEER will maintain as confidential any documents or information provided by OWNER and will not release or publish same to any third party without prior permission from OWNER, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to OWNER.

**ARTICLE XIV.
GOVERNING LAW**

This AGREEMENT shall be governed in all respects by the laws of the State of Texas. Venue for this AGREEMENT shall be exclusively in Grayson County, Texas.

**ARTICLE XV.
SURVIVAL**

All provisions of this AGREEMENT for indemnity or allocation of responsibility or liability between OWNER and ENGINEER shall survive the completion of the services and the termination of the AGREEMENT.

**ARTICLE XVI.
SEVERABILITY**

In the event that any provision of the AGREEMENT is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

**ARTICLE XVII.
ENGINEERS SEAL**

The ENGINEER shall place a Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished by ENGINEER to the Owner.

**ARTICLE XVIII.
PUBLIC FUNDING**

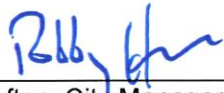
This Contract is subject to the appropriation of public funds by the City in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Contract for that fiscal year. The obligation of the City pursuant to this Contract in any fiscal year for which this Contract is in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Contract, this Contract may be terminated without any liability to either party.

**ARTICLE XIX.
EXTENT OF AGREEMENT**

This AGREEMENT represents the entire and integrated AGREEMENT between the City and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral.

EXECUTED in three (3) counterparts (each of which is an original) on behalf of ENGINEER shown below, and on behalf of the OWNER this 4 day of May, 20 22

OWNER:
CITY OF SHERMAN, TEXAS



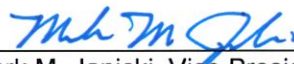
Robby Hefton, City Manager

ATTEST:



Linda Ashby

ENGINEER:
HALFF ASSOCIATES, INC



Mark M. Janicki, Vice President

ATTEST:



J. K. G. [illegible]

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

BY: 
NAME: 

CITY ATTORNEY

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Mark M. Janicki, Vice President of Halff Associates, Inc., a Texas corporation 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 Halff 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 13 day of April, A.D. 2022.

Victoria C. Gill

Notary Public In and For Dallas County, Texas

My Commission Expires:

10/27/23



EXHIBIT A
SCOPE OF SERVICES, FEE, AND RATE SCHEDULE

Exhibit "A"

Scope of Services

Services to be provided by the ROW Consultant

I. Project Administration

- A. Negotiation of the Scope of Services for Work Authorization
 - 1. ROW Consultant will visit project site with City Personnel.
- B. Communication
 - 1. Maintain status reports of all parcel and project activities and provide weekly to City.
 - 2. Provide schedule of all areas of work indicating anticipated start and end dates.
 - 3. Attend status meetings.
 - 4. Prepare initial property owner contact list for use by City in distribution of ROW Consultant introduction letters.
- C. File Management
 - 1. Working files will be kept in the ROW Consultant's project administrative office, but documents generated or received by the ROW Consultant will be forwarded to the City as they are generated or received by the ROW Consultant.
 - 2. Prepare invoices utilizing City standard payment submissions forms with supporting documentation.
 - 3. Maintain records of all payments including warrant/check number, amount, and date paid, etc.
 - 4. Maintain copies of all correspondence and contacts with property owners.

II. Title and Closing Services

- A. Secure preliminary title commitment or preliminary title search and 5-year sales data from the title company that will be providing title insurance.
 - 1. The charges from the Title Company for the preliminary title commitments will be paid by the City and are not be included in the Consultant's negotiated fee schedule.
- B. Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. The charges from the Title Company for the update of the title commitment will be paid by City and should not be included in the Consultant's negotiated fee schedule.
- C. Secure title insurance for all parcels acquired, insuring acceptable title to City. Written approval by City required for any exception. The charges from the Title Company for the update of the title insurance will be paid by City and should not be included in the Consultant's negotiated fee schedule.

- D. The title curative necessary to provide clear title to the City will be identified by the Consultant and coordinated with City's legal counsel. These services are to be included in the negotiated fee schedule for this service.

Note: the Consultant's curative services do not include cost/expenses that qualify as payment of incidental expenses to transfer real property to the City.

- E. The Consultant has the responsibility of direct contact with the Title Company to obtain an updated title commitment along with other forms and certified copy of the instrument of conveyance when requesting the Parcel Payment from the City.
- F. The Consultant provides closing services in conjunction with the Title Company and at the discretion of the City may be required to attend closings.
- G. Any fee related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel shall be direct pass through fees.
- H. Consultant shall cause the recordation of all original instruments immediately after closing at the respective County Clerk's Office. The cost of recording fees and filing fees are paid by the City and should not be included in the Consultant's negotiated fee schedule.

III. Negotiation Services

- A. Analyze appraisal and appraisal review reports and confirm City's approved value prior to making offer for each parcel.
- B. Analyze preliminary title report to determine potential title problems and propose methods to cure title deficiencies as directed by City's legal counsel.
- C. Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
- D. Complete the initial offer letter, memorandum of agreement, instruments of conveyance, and any other documents required or requested by City on City provided forms as directed by City's legal counsel.
- E. Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
- F. Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal for billing purposes.
- G. Respond to property owner inquiries verbally and in writing within two business days.

- H. Prepare a separate negotiator contact report for each parcel per contact on approved form.
- I. Maintain parcel files of original documentation related to the purchase of the real property or property interests.
- J. Advise property owner on the Administrative Settlement process. Transmit to City any written counteroffer from property owners including supporting documentation, and Consultant recommendation regarding Administrative Settlements in accordance with City policy and procedures.
- K. Complete final offer letter and documents of conveyance required or requested by City on City provided forms as directed by City's legal counsel.
- L. Appear and provide Expert Witness testimony as a Consultant when requested. The cost of the Consultant's expert witness testimony for trial is not part of this contract.

IV. Initial and Update Appraisal Service

- A. Appraisers should provide advance notice of the date and time of their appraisal inspections of the subject property to the Consultant's Project Administrator in order to coordinate the appraiser's inspection.
- B. Secure written permission from the owner to enter the property from which real estate is to be acquired. If the Appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained in writing from the City engineer or City's legal counsel.
- C. Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using acceptable City forms.
- D. Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of the subject property. Maintain record of contract in file.
- E. For the initial appraisal, prepare complete appraisal report for each parcel to be acquired. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation.
- F. For an updated appraisal, prepare complete appraisal update for the parcel to be acquired. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
- G. As necessary, prepare written notification to the City of any environmental concerns associated with the right of way to be acquired, which could require environmental remediation.

- H. All completed appraisals will be administratively reviewed by the City staff and recommended for approval by the City staff.
 - 1. City staff coordinate with Consultant's review appraiser (if applicable) regarding revisions, comments, or additional information that may be required. The Consultant's review appraiser will then coordinate with the appraiser.
- I. As necessary, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.
- J. The fees for initial and updated appraisal assignments are based on separate appraisal assignments.
- K. Beyond delivery of initial and update appraisal assignments, the appraiser can be called to provide preparation and testimony for a Special Commissioners Hearing. For this appraisal assignment, the fee for the preparation time and testimony must be based on the hourly rate shown in the Consultant's Fee Schedule.

ADDITIONAL SERVICES

All services listed below will be performed under the direction of the City's legal counsel on an as needed basis.

- V. Relocation Assistance Services for Residential, Business, Personal Property, Mini Storage Units and Outdoor Advertising Signs
 - A. Notify all Displacees and potential Displacees of eligibility for relocation assistance. At the time of initial contact, provide Displacees with a Relocation Assistance Packet consisting;
 - 1. Page one of the Relocation Advisory Assistance – Parcel Record form
 - 2. Displacee Move Plan
 - 3. Certification of Eligibility
 - 4. Relocation Assistance Brochure
 - B. Provide on-going relocation assistance and advisory services to Displacees affected by acquisition of the property and deliver a completed Relocation Advisory Assistance – Parcel Record form signed by the Displacee to the City.
 - C. Locate, evaluate, and maintain files on comparable available housing to complete Right of Way Acquisition Services Contract.
 - D. Compute and submit request for relocation housing/rental supplement to the City Project Manager on the Supplemental Payment Estimate, Replacement Housing form with supporting Residential Property Evaluation forms with photos attached.

- E. Provide 90-day information notice to any displacee requiring relocation, if required by the City, simultaneous with the delivery of relocation benefits package pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act and the Federal Regulations.
- F. Provide 30-day notice once property has been acquired by the City. Note: the Displacee must be given no less than 90-day notice.
- G. Notify the City Project Manager immediately if Displacee does not move after the 30-day notice expires.
- H. Perform a decent, safe, and sanitary inspection of the replacement housing in accordance with City and State of Texas policy. Prepare and complete Replacement Housing Inspection form and submit to the City Project Manager.
- I. For non-residential moves, Negotiated Self-Moves
 - 1. If a moving plan exceeds \$20,000, prepare moving plan with appropriate photos and sketches along with inventory of personal property to be moved for non-residential moves. This is required for pre-approval by the City.
 - 2. If the moving plan for a Negotiated Self-Move is less than \$20,000 the Consultant must submit Negotiated Self-Move Request with moving plan for the business owner or tenant. This includes photos, written inventory list, type of move requested, and project move date.
- J. For all Negotiated Self-Moves, the Consultant is responsible for requesting moving estimates from moving companies. Moving estimates must be obtained by the Consultant and not the Displacee. Moving estimates must be prepared in writing and in the name of City and not the Consultant.
- K. Coordinate and monitor moves with displaced homeowners, business owners, and tenants and with moving companies in accordance with State and City procedures.
- L. Maintain relocation contact logs on Relocation Advisory Assistance - Parcel Record form journaling all attempted and completed contacts with all parties. This includes descriptions of the reasons and outcome for each contact.
- M. Attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.
- N. Process and compute increased interest payments as required.
- O. Relocation agent shall be available for any appeals or hearings. For this assignment, the fee for preparation and testimony will be a reasonable hourly rate, preapproved in writing by the City Project Manager.

- P. Prepare all relocation payment claim submissions for all Displacees in accordance with State and City guidelines.
- Q. Deliver warrants in accordance with City guidelines.
- R. Issue Relocation Survey to all Displacees.
- S. Provide an executed Certification of Eligibility form with all Displacee claims.

VI. Condemnation Support

Consultant shall not act as the attorney for condemnation purposes. City must self perform legal services or contract with third party attorney. Consultant may provide those support services to City or to City's attorney as described below:

A. Pre-Hearing Support

1. Request updated Title Commitment from Title Company.
2. Use information from the Title Commitment to identify interested parties. *
3. Submit information packet as requested by Condemning Attorney.
4. Request update of appraisal.
5. If e-filing is not required, file original petition with County Court at Law or other appropriate Court for a cause number to be assigned.
6. File Lis Pendens including the cause number with the County Clerk's Office
7. If e-filing is not required, upon assignment of a court, file the Order Appointing Commissioners with the judge, retaining a copy of the Order for the files.
8. Following appointment of Commissioners by the judge, secure Oath of Commissioners signed by the Commissioners, Order Setting Hearing and Notice of Hearing signed by the Commissioners.
9. File all originals with the court and send copies to City and Condemning Attorney.

B. Post-Hearing Support

1. If e-filing is not required, file Award of the Commissioners with the court for the Judge's signature within 48 hours of hearing, unless on Friday or before a holiday when court will not be open.
2. Obtain certified copy of Award and provide to City with request for funding in amount of Award.
3. Obtain Commissioners' Fees and submit to City for payment.
4. File Award payment in registry of the court, file Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of deposit. The Date of Deposit is the Date of Take.
5. Send written notices of the date of deposit to the City and all interested parties.

* Updated Title Commitments shall be paid directly by City. Please refer to II. Title and Closing Services.

- VII. Relocation Appeal(s).
Assist City with coordination of appeal process
 - 1. Submit appeal to City for review.
 - 2. Provide supporting documentation.
- VIII. Eviction process.
Assist City with Eviction Process.
 - 1. Maintain paperwork necessary for filing eviction.
 - 2. File necessary documents with court.
 - 3. Attend Hearing(s).
- IX. Disposal of Property Services
 - 1. Provide a Release of Property to the City Project Manager signed by the former owner stating that all personal property has been removed and any remaining items belong to the City.
 - 2. Provide the City Project Manager a copy of the plat and field notes, photographs of the property in a PDF format, a copy of the appraisal, and the Release of Property form when buildings are vacant and ready for disposal. The City Project Manager will initiate the environmental surveys as needed.
- X. Miscellaneous.
 - 1. Testimony for Hearing(s) or appeals.
 - 2. Document/Form establishment.
 - 3. Reporting outside of typical status reports.

Services to be provided by the City include, but are not limited to the following:

- 1. Provide timely reviews and approval of submissions.
- 2. Process and issue all warrants for payment of approved purchase prices for each parcel, relocation payment, and incidental expense involved in the transfer of property to City in accordance with State law.
- 3. Provide a copy to the Consultant's performance evaluation at end of project or as needed throughout the project.
- 4. Initiate, coordinate, and administer environmental investigation surveys.
- 5. Pay direct costs including but, not limited to: preliminary title commitment, updates and title insurance for all parcels acquired.

COMPENSATION

Specific Parcel Number	Appraisal		Negotiation Services		Title and Closing Services		Title Commitment		Total \$ Cost All Parcels
	units	Total \$ Fees	units	Total \$ Fees	units	Total \$ Fees	units	Total \$ Fees	
6			1	\$5,525	1	\$1,250	1	\$500	\$7,275
7			1	\$5,525	1	\$1,250	1	\$500	\$7,275
9			1	\$5,525	1	\$1,250	1	\$500	\$7,275
10			1	\$5,525	1	\$1,250	1	\$500	\$7,275
11			1	\$5,525	1	\$1,250	1	\$500	\$7,275
12			1	\$5,525	1	\$1,250	1	\$500	\$7,275
14			1	\$5,525	1	\$1,250	1	\$500	\$7,275
15			1	\$5,525	1	\$1,250	1	\$500	\$7,275
16			1	\$5,525	1	\$1,250	1	\$500	\$7,275
17			1	\$5,525	1	\$1,250	1	\$500	\$7,275
18			1	\$5,525	1	\$1,250	1	\$500	\$7,275
19			1	\$5,525	1	\$1,250	1	\$500	\$7,275
20			1	\$5,525	1	\$1,250	1	\$500	\$7,275
21			1	\$5,525	1	\$1,250	1	\$500	\$7,275
22			1	\$5,525	1	\$1,250	1	\$500	\$7,275
23			1	\$5,525	1	\$1,250	1	\$500	\$7,275
24			1	\$5,525	1	\$1,250	1	\$500	\$7,275
26			1	\$5,525	1	\$1,250	1	\$500	\$7,275
28			1	\$5,525	1	\$1,250	1	\$500	\$7,275
33 Pt 1 & 2			1	\$5,525	1	\$1,250	1	\$500	\$7,275
			20		20		20		\$145,500
Project Management Services:									
Number of Hours:			68				\$190		\$12,920
Administrative Assistant Services:									
Number of Hours:			72				\$85		\$6,120
Condemnation Services:									
Number of Hours:			12				\$135		\$1,620
PO Total:									\$164,540

Compensation by the City of Sherman to the Consultant for all Basic Services enumerated will be assessed on an hourly rate as shown on the "Fee Summary "with a not-to-exceed basis shown below.

Basic Services	
Negotiation per parcel	\$5,525 per parcel
Title and Closing per parcel	\$1,250 per parcel

The direct cost of preliminary title commitments, title insurance, appraisals and the court costs in eminent domain cases are not to be considered a pass-through expense and will be paid directly by the City of Sherman.

Special Services and Additional Services which may be required by the City shall be based on an hourly rate. A budget amount will be established for these additional services and will not exceeded without prior written authorization from the City. No work will be undertaken for additional services without specific written authorization from the City.

Project Management and Administration Services	\$185.00/Hour
Negotiation Services	\$155.00/Hour
Relocation Services	\$145.00/Hour
Condemnation Support Services	\$130.00/Hour
Title/Closing Specialist Services	\$135.00/Hour
Administrative Assistant Services	\$85.00/Hour

FEE SUMMARY

Direct costs including but, not limited to: printing and reproduction, postage, messenger service, long distance telephone calls and mileage (54.5¢ per mile) are not included in the fee estimate and are considered reimbursable at 1.1 times the direct cost incurred.

PUBLIC RECORDS DEPARTMENT

Phone No. (903) 892-7206

Fax No. (903) 892-7394

Wednesday, June 29, 2022

Halff Associates, Inc
Attn: Mark M. Janicki, V.P.
9500 Amberglen Blvd
Building F, Ste 125
Austin, TX 78729

Subject: Resolution 6872 – Authorizing Execution of a Professional Services Agreement
with Halff Associates, Inc. for Right-Of-Way Acquisition Assistance

Dear Mr. Janicki:

I have enclosed a certified copy of Resolution 6872 and a copy of the Agreement with Halff Associates, Inc that was approved by the City Council on April 18, 2022.

If you have any questions, or need additional information, please don't hesitate to call me at (903) 892-7205.

Best regards,

Tasheena Taylor
Administrative Assistant
Office of the City Clerk

Enclosure



City Council Regular Meeting

Agenda Item No. G.11.

Meeting Date: 10/7/2024

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7377**

Authorizing Execution of a Discretionary Service Agreement with Oncor Electric Delivery Company, LLC for the Extension of Overhead Electric Supply within the Wastewater Treatment Plant for Power to the MBR Plant Expansion

Issue:

Authorizing Execution of a Discretionary Service Agreement with Oncor Electric Delivery Company, LLC for the Extension of Overhead Electric Supply within the Wastewater Treatment Plant for power to the MBR Plant expansion.

Background:

With the growth and development of industry and neighborhoods in the area, the Wastewater Treatment Plant is being expanded. This expansion requires additional power to be extended for its operation. Oncor has already designed and will start the extension of their facilities to meet the construction schedule for the plant expansion.

Origination:

Engineering Department

Financial Consideration:

The cost of this relocation is \$180,318.58 and is funded by the GTUA Open Market Bonds.

Staff Recommendation:

It is recommended the Discretionary Service Agreement to relocate the Oncor distribution service be approved.

Alternatives:

As may be directed by City Council

Attachments:

1. Resolution No. 7377
2. Agreement

RESOLUTION NO. 7377

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DISCRETIONARY SERVICE AGREEMENT WITH ONCOR ELECTRIC DELIVERY COMPANY, LLC FOR THE EXTENSION OF OVERHEAD ELECTRIC SUPPLY WITHIN THE WASTEWATER TREATMENT PLANT FOR POWER TO THE MBR PLANT EXPANSION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City 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 Discretionary Service Agreement with Oncor Electric Delivery Company, LLC for the relocation of overhead electric supply along Shepherd Drive, in the City of Sherman.

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 October 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

**Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC**

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: May 1, 2023

6.3.5 Discretionary Service Agreement

WO # 24261963

Transaction ID: 29922

This Discretionary Service Agreement ("Agreement") is made and entered into this 26th day of September, 2024, by Oncor Electric Delivery Company LLC ("Company"), a Delaware limited liability company and distribution utility, and City of Sherman ("Customer"), a Texas Municipality, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement.

DD8 TEMPORARY FACILITIES CHARGE of **\$180,318.58** described as follows:

This discretionary service charge is for the temporary/start up power for the new south WWT plant for the City of Sherman at 288 Post Oak Road, Sherman, TX 75090. It is proposed to install 3002 ft of overhead large wire electric circuit and related facilities along the east side of the existing WWT plant off FM 1417. Metering will be on an overhead primary metering rack off Post Oak Road. All new facilities will be placed in a Customer provided Company easement area or placed in public right of way.

2. **Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. **Discretionary Service Charges** -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.

4. **Term and Termination** -- This Agreement becomes effective upon execution by both Parties and continues in effect until all discretionary services are completed and payment has been made in full. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any discretionary service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further discretionary services that it may desire from Company or any third party.

6. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** -- This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation N/A, and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

9. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:

Oncor Electric Delivery Company LLC
Attn: Danny Kilcrease
4200 N Hwy 271
Powderly, TX 75473

Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: May 1, 2023

(b) If to Customer:

City of Sherman
Attn: Clint Philpott
317 S Travis Street
Sherman, TX 75090

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

10. **Invoicing and Payment** – Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

City of Sherman
Attn: Clint Philpott
317 S Travis Street
Sherman, TX 75090

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. **Disclosure of Underground Facilities** – Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting directly or indirectly from damage to such undisclosed or unknown facilities.

16. **Prohibition on Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure** -- Customer represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

17. **Other Terms and Conditions** –

a) Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting from damage to such undisclosed or unknown facilities.

b) Customer agrees that payment shall be made within 30 days of the date the project is completed or the date the invoice is received, whichever is later.

c) The Discretionary Service Charges provided in this agreement are for Oncor Electric Delivery facilities only and do not include any charges related to the relocation of any facilities owned by a franchised utility, governmental entity, or licensed service provider (Joint User). The customer must contact all Joint Users and make arrangements to have their facilities transferred or relocated. Oncor Electric Delivery cannot complete the relocation/removal of facilities outlined in this agreement until Joint user(s) remove their facilities attached to Oncor Electric Delivery Poles.

Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC

6.3 Agreements and Forms
Applicable: Entire Certified Service Area
Effective Date: May 1, 2023

IN WITNESS WHEREOF, the Parties have caused this Agreement to be sign by their respective duly authorized representatives.

Oncor Electric Delivery Company LLC

BY:_____

TITLE:_____

DATE:_____

City of Sherman

BY:_____

TITLE:_____

DATE:_____



City Council Regular Meeting

Agenda Item No. G.12.

Meeting Date: 10/7/2024

Prepared By:

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7378**

Approval of Grayson Central Appraisal District's Resolution #2024-02 Grayson Central Appraisal District

Issue:

Approval of Grayson Central Appraisal District's Resolution #2024-02 Grayson Central Appraisal District

Background:

On July 30th, 2024 the GCAD Board of Directors approved by resolution the acquisition of abandoned railroad property adjacent to the current location at 512 N. Travis St. Sherman, TX. The Texas Property Tax Code requires each taxing unit to vote by resolution on the approval of the proposal within 30 days of receiving this notice and deliver its resolution within 10 days after the 30th day. The following comments were provided by GCAD:

- GCAD has budgeted for this acquisition with its current reserves. There will be no additional cost to the taxing units outside the already approved budget.
- With the acquisition of the parcel, GCAD can expand parking to extend the timeframe for the use of the current location for many years. Currently, we do not have enough parking during our protest season (about 3 months) and employees, ARB members and taxpayers are forced to park remotely. We need approximately 85 parking spots, and we only have about 68.
- We have negotiated with the railroad owners, Union Pacific, to acquire the land for their minimum. They will sell the property for approximately \$50,000.
- To proceed with the acquisition, GCAD will need three-fourths (24 out of 32) of taxing units entitled to vote to approve this proposal.
- Alternatively, GCAD has estimated the cost of moving locations, where acquiring land and building improvements would exceed \$12,000,000. GCAD does not see this as the best option at this time.

Origination:

Grayson Central Appraisal District (GCAD)

Financial Consideration:

None

Staff Recommendation:

Staff Recommends approval

Alternatives:

None

Attachments:

1. Resolution No. 7378
2. 2024 GCAD Railroad Acquisition Taxing Unit Approval_09.10.24 (1)

RESOLUTION NO. 7378

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING APPROVAL OF GRAYSON CENTRAL APPRAISAL DISTRICT'S RESOLUTION #2024-02 GRAYSON CENTRAL APPRAISAL DISTRICT; 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, § 6.051, TEX. TAX CODE authorizes the Board of Directors of an appraisal district to purchase property for the appraisal office.

WHEREAS, the Board of Directors of the Grayson Central Appraisal District has delivered a copy of Resolution # 2023-03 Grayson Central Appraisal District setting forth the desire to acquire the vacated railroad property adjacent to 512 N Travis St, Sherman, Texas.

WHEREAS, the Board of Directors of the Grayson Central Appraisal District has estimated the cost of acquisition for abandoned railroad property not to exceed \$100,000 (\$50,000 expected) and the board has budgeted for this cost.

WHEREAS, the Board of Directors of the Grayson Central Appraisal District has also estimated the alternative to renovation/finishing out the current location would be to acquire land and construct a new building and the costs would be in excess of \$12,000,000.

WHEREAS, the Board of Directors of the Grayson Central Appraisal District has determined that there is insufficient parking to accommodate employees and taxpayers of Grayson County, an agreement to acquire the adjacent property is the most cost-effective avenue.

WHEREAS, § 6.051, TEX. TAX CODE requires that an appraisal district's acquisition and construction or renovation of such real property and improvements must be approved by three fourths (3/4) of the taxing units entitled to vote on the appointment of board members.

WHEREAS, the referenced provisions of the Texas Property Tax Code authorize the following action:

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

RESOLVED, that the Grayson Central Appraisal District's proposal to acquire the railroad property situated adjacent to 512 N Travis St, Sherman, Texas is hereby **APPROVED**.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 7th day of October 2024.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

ATTEST:

BY: _____

LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:

**ABERNATHY, ROEDER, BOYD &
HULLETT, P.C.**

BY: _____

RYAN D. PITTMAN, CITY ATTORNEY



GRAYSON CENTRAL APPRAISAL DISTRICT

512 N. Travis, Sherman, Texas 75090
Telephone (903) 893-9673 Fax (903) 892-3835
www.graysonappraisal.org

September 10, 2024

The Grayson Central Appraisal District (GCAD) needs your approval.

On July 30th, 2024 the GCAD Board of Directors approved by resolution the acquisition of abandoned railroad property adjacent to our current location at 512 N. Travis St, Sherman, TX. **The Texas Property Tax Code requires each taxing unit to vote by resolution on the approval of the proposal within 30 days of receiving this notice and deliver its resolution within 10 days after the 30th day.**

Highlights:

- GCAD has budgeted for this acquisition with its current reserves. There will be no additional cost to the taxing units outside of the already approved budget.
- With the acquisition of the parcel, GCAD can expand parking to extend the timeframe for the use of the current location for many years. Currently, we do not have enough parking during our protest season (about 3 months) and employees, ARB members and taxpayers are forced to park remotely. We need approximately 85 parking spots and we only have about 68.
- We have negotiated with the railroad owners, Union Pacific, to acquire the land for their minimum they will sell property for, approximately \$50,000.
- To proceed with the acquisition, GCAD will need three-fourths (24 out of 32) of taxing units entitled to vote to approve this proposal.
- Alternatively, GCAD has estimated the cost of moving locations, where acquiring land and building improvements would exceed \$12,000,000. GCAD does not see this as the best option at this time.

Taxing unit checklist:

- ___ **Add consideration of item to agenda within 30 days of receipt of this notice**
- ___ **Governing body approves or disapproves by resolution**
- ___ **Taxing unit delivers resolution within 10 days to the chief appraiser at either:**

Email: cokers@graysonappraisal.org or Grayson Central Appraisal District
Attn: Shawn Coker
512 N Travis St.
Sherman, TX 75090

Please feel free to contact me at (903) 870-1993 with any questions. Thank you for your continued support,

Shawn Coker
Chief Appraiser/Chief Administrator

State of Texas §
 §
County of Grayson §

APPROVAL OF GRAYSON CENTRAL APPRAISAL DISTRICT'S

RESOLUTION # 2024-02 GRAYSON CENTRAL APPRAISAL DISTRICT

WHEREAS, § 6.051, TEX. TAX CODE authorizes the Board of Directors of an appraisal district to purchase property for the appraisal office.

WHEREAS, the Board of Directors of the Grayson Central Appraisal District has delivered a copy of Resolution # 2023-03 Grayson Central Appraisal District setting forth the desire to acquire the vacated railroad property adjacent to 512 N Travis St, Sherman, Texas.

WHEREAS, the Board of Directors of the Grayson Central Appraisal District has estimated the cost of acquisition for abandoned railroad property not to exceed \$100,000 (\$50,000 expected) and the board has budgeted for this cost.

WHEREAS, the Board of Directors of the Grayson Central Appraisal District has also estimated the alternative to renovation/finishing out the current location would be to acquire land and construct a new building and the costs would be in excess of \$12,000,000.

WHEREAS, the Board of Directors of the Grayson Central Appraisal District has determined that there is insufficient parking to accommodate employees and taxpayers of Grayson County, an agreement to acquire the adjacent property is the most cost effective avenue.

WHEREAS, § 6.051, TEX. TAX CODE requires that an appraisal district's acquisition and construction or renovation of such real property and improvements must be approved by three-fourths (3/4) of the taxing units entitled to vote on the appointment of board members.

WHEREAS, the referenced provisions of the Texas Property Tax Code authorize the following action:

NOW, THEREFORE, BE IT RESOLVED by the _____ of _____:

RESOLVED, that the Grayson Central Appraisal District's proposal to acquire the railroad property situated adjacent to 512 N Travis St, Sherman, Texas is hereby **APPROVED**.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2024.

PRESIDING OFFICER
NAME OF TAXING UNIT

ATTEST:

State of Texas §
 §
County of Grayson §

RESOLUTION # 2023-03 GRAYSON CENTRAL APPRAISAL DISTRICT

WHEREAS, § 6.051, TEX. TAX CODE authorizes the Board of Directors of an appraisal district to purchase or lease real property, construct or renovate a building or other improvements as necessary to establish and operate the appraisal office, with the approval of its taxing units.

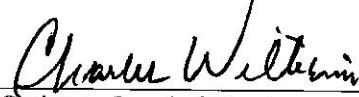
AND WHEREAS, the Board of Directors of the Grayson Central Appraisal District (GCAD) has determined that acquiring vacated railroad land adjacent to the current site of the appraisal office located at 512 N Travis St, Sherman, Texas, is the best choice for the taxpayers and taxing units of Grayson County. Looking at alternative options, no suitable building(s) are available for rent or sale, and the cost associated with purchasing land and building a new appraisal office is too high compared to staying in our current location. Purchasing land and building a new structure is estimated to exceed \$12,000,000.

AND WHEREAS, the Board of Directors of the GCAD has determined that there is insufficient parking to accommodate employees and taxpayers of Grayson County.

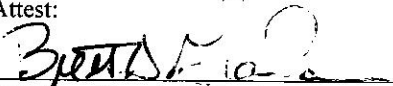
NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the GCAD proposes to acquire adjacent vacated railroad property for parking space next to the current appraisal office. The costs will not exceed \$100,000 (\$50,000 expected).

The chief appraiser shall deliver a copy of this resolution, along with information showing the costs of other available alternatives to this proposal, to the presiding officer of each taxing unit entitled to vote on the appointment of board members to the appraisal district. The taxing units are asked to pass a resolution approving this resolution on or before the 30th day following delivery of this resolution and accompanying documentation, and to file its resolution of approval no later than the 40th day following delivery of this resolution and accompanying documentation.

ADOPTED this 30 day of July, 2024.



Chairman, Board of Directors

Attest:


Secretary, Board of Directors





City Council Regular Meeting

Agenda Item No. G.13.

Meeting Date: 10/7/2024

Prepared By: Billy Hartsfield, Fire Chief

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7379**

Authorizing Purchase of a 2025 Chevy Silverado from Sames Motor Company through BuyBoard for the Sherman Fire Department

Issue:

Purchase of a Chevrolet pickup and its upfit via a buyboard contract from Farrwest Specialty Vehicles.

Background:

The current Command vehicle is 5 years old and, due to a vehicle collision, the fire department does not have an additional command vehicle.

Origination:

This item was approved in the FY 2025 budget to replace a vehicle lost due to a motor vehicle collision.

Financial Consideration:

The total cost of the 2025 Silverado and upfitting is \$102,441.77, a FY 2025 Budget item. Insurance proceeds will offset part of this cost.

Staff Recommendation:

Staff recommends approval.

Alternatives:

Attachments:

1. Resolution No. 7379
2. Farrwest Quote

RESOLUTION NO. 7379

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2025 CHEVY SILVERADO FROM SAMES MOTOR COMPANY THROUGH BUYBOARD FOR THE SHERMAN FIRE DEPARTMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Sames Motor Company through Buyboard for the purchase of a new Chevy Silverado at a total price of One Hundred Two Thousand Four Hundred Forty-One dollars and Seventy-Seven cents (\$102,441.77). Any agreements related to this purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2024-2025 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 7th day of October 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

Quotation No # **A00056**

Quotation Date **Aug 30, 2024**

Valid Till Date **Sep 30, 2024**

Quotation From

SAMES MOTOR COMPANY
6001 San Dario
Laredo TX 78041
United States of America (USA)
Email: dlowry@sames.net
Phone: +19564827507

Quotation For

Sherman Fire Department
Sherman
United States of America (USA)
Email: thomasp@cityofsherman.com
Contact: Thomas Perkins

	Color	Quantity	Rate	Amount	Tax Rate	Tax	Total
1. MY 2025 Silverado LT Trail Boss 4x4	Red	1	\$57,851.00	\$57,851.00	0%	\$0.00	\$57,851.00
Upfit Group							
1. Farrwest		1	\$44,590.77	\$44,590.77	0%	\$0.00	\$44,590.77
Sales Order #2612							
Sub total		1		\$44,590.77			\$44,590.77
Amount							\$102,441.77
Tax							\$0.00
Delivery							\$0.00
Total (USD)							\$102,441.77

Terms and Conditions

1. Balance on vehicle only is due 30 days after delivery to upfitter or customer. \$500 monthly floor plan interest will be added to any unpaid balance beyond the NET 30 terms.

Attachments

1. [ref1726775645545.pdf](#)

2. [ref1726775645542.pdf](#)

For any enquiry, reach out via email at **dlowry@sames.net**, call on **+1 956 482 7507**



City Council Regular Meeting

Agenda Item No. G.14.

Meeting Date: 10/7/2024

Prepared By: Billy Hartsfield, Fire Chief

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7380**

Authorizing Purchase of A 2025 Chevy Tahoe from Sames Motor Company through BuyBoard for the Sherman Fire Department

Issue:

Current Fire Department fleet vehicles are to be replaced due to age.

Background:

Aging command vehicles in the Fire Department will be replaced.

Origination:

Purchase of a Tahoe and Upfit for Command staff. It will replace aging fleet vehicle.

Financial Consideration:

Total cost of this vehicle and upfitting is \$81,148.93. Purchase was approved in the FY2025 budget.

Staff Recommendation:

Staff recommends approval.

Alternatives:

Attachments:

1. Resolution No. 7380
2. Farrwest Tahoe

RESOLUTION NO. 7380

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2025 CHEVY TAHOE FROM SAMES MOTOR COMPANY THROUGH BUYBOARD FOR THE SHERMAN FIRE DEPARTMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Sames Motor Company through Buyboard for the purchase of a new Chevy Tahoe at a total price of Eighty-One Thousand One Hundred Forty-Eight dollars and Ninety-Three cents (\$81,148.93 Any agreements related to this purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2024-2025 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 7th day of October 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

Quotation

THE ULTIMATE FLEET MANAGEMENT SOLUTION PROVIDER



Quotation No # **A00066**
Quotation Date **Sep 05, 2024**
Valid Till Date **Oct 06, 2024**
Bid Number **TBD**

Quotation From
SAMES MOTOR COMPANY
6001 San Dario
Laredo TX 78041
United States of America (USA)
Email: dlowry@sames.net
Phone: +19564827507

Quotation For
Sherman Fire Department
Sherman
United States of America (USA)
Email: dillons@cityofsherman.com
Contact: Dillon Stewart

	Color	Quantity	Rate	Amount	Tax Rate	Tax	Total
1. MY 2025 Chevrolet Tahoe Z71	Radiant Red	1	\$64,801.00	\$64,801.00	0%	\$0.00	\$64,801.00
Unit specifications listed under attachments below							
Upfit							
1. Farrwest		1	\$15,897.93	\$15,897.93	0%	\$0.00	\$15,897.93
Quote# 2795							
Sub total		1		\$15,897.93			\$15,897.93
Amount							\$80,698.93
Tax							\$0.00
Delivery							\$450.00
Total (USD)							\$81,148.93

Terms and Conditions

1. Balance on vehicle only is due 30 days after delivery to upfitter or customer. \$500 monthly floor plan interest will be added to any unpaid balance beyond the NET 30 terms.

Attachments

1. [ref1725583128609.pdf](#)
2. [ref1725583128612.pdf](#)

For any enquiry, reach out via email at **dlowry@sames.net**, call on **+1 956 482 7507**



City Council Regular Meeting

Agenda Item No. G.15.

Meeting Date: 10/7/2024

Prepared By: Billy Hartsfield, Fire Chief

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7381**

Authorizing Purchase of A 2025 Chevy Suburban from Sames Motor Company through BuyBoard for the Sherman Fire Department

Issue:

Vehicle in Fire Department fleet is aging and due for replacement.

Background:

Suburban provided for command staff will replace an aging fleet vehicle.

Origination:

This vehicle will replace an aging fleet vehicle in the Fire Department fleet.

Financial Consideration:

Total cost for the 2025 Suburban and unfitting is \$82,232.13. This purchase was approved in the FY 2025 budget.

Staff Recommendation:

Staff recommends approval

Alternatives:

Attachments:

1. Resolution No. 7381
2. Farrwest Suburban

RESOLUTION NO. 7281

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A 2025 CHEVY SUBURBAN FROM SAMES MOTOR COMPANY THROUGH BUYBOARD FOR THE SHERMAN FIRE DEPARTMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Sames Motor Company through Buyboard for the purchase of a new Chevy Suburban at a total price of Eighty-Two Thousand Two Hundred Thirty-Two dollars and Thirteen cents (\$82,232.13). Any agreements related to this purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2024-2025 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 7th day of October 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

Quotation

THE ULTIMATE FLEET MANAGEMENT SOLUTION PROVIDER



Quotation No # **A00074**
Quotation Date **Sep 10, 2024**
Valid Till Date **Oct 11, 2024**
Bid Number **TBD**

Quotation From
SAMES MOTOR COMPANY
6001 San Dario
Laredo TX 78041
United States of America (USA)
Email: dlowry@sames.net
Phone: +19564827507

Quotation For
Sherman Fire Department
Sherman
United States of America (USA)
Email: dillons@cityofsherman.com
Contact: Dillon Stewart

		Color	Quantity	Rate	Amount	Tax Rate	Tax	Total
1.	MY2025 Suburban LT 4x4	Radiant Red	1	\$65,634.20	\$65,634.20	0%	\$0.00	\$65,634.20
Specifications listed under attachments below								
Upfit								
1.	Farrwest		1	\$15,897.93	\$15,897.93	0%	\$0.00	\$15,897.93
Quote# 2804								
Sub total			1		\$15,897.93			\$15,897.93
				Amount				\$81,532.13
				Tax				\$0.00
				Delivery				\$700.00
				Total (USD)		\$82,232.13		

Terms and Conditions

1. Balance on vehicle only is due 30 days after delivery to upfitter or customer. \$500 monthly floor plan interest will be added to any unpaid balance beyond the NET 30 terms.

Attachments

1. [ref1726027557919.pdf](#)
2. [ref1726027557928.pdf](#)

For any enquiry, reach out via email at **dlowry@sames.net**, call on **+1 956 482 7507**



City Council Regular Meeting

Agenda Item No. G.16.

Meeting Date: 10/7/2024

Prepared By: Karen Wolff, Administrative Secretary

Approved By: Teri Fine, Assistant to the City Manager

Caption:

***RESOLUTION NO. 7382**

Authorizing the Approval of a Contract with Motorola Solutions for Body Cameras, In-Car Video Systems, and Cloud Service

Issue:

Seeking approval for 5-year Contract with Motorola Solutions for Body Cameras, In-Car Video Systems and Cloud Service

Background:

Current system expires this year and equipment has been malfunctioning. New System will include equipment and the move to Cloud service vs. onsite storage.

Origination:

Sherman Police Department

Financial Consideration:

\$670,000 over 5 years - \$134,000 each year; under purchasing contract Texas DIR-TSO-4101

Staff Recommendation:

The staff recommends this purchase as a necessity.

Alternatives:

Attachments:

1. Resolution No. 7382
2. Sherman PD Motorola Proposal

RESOLUTION NO. 7382

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE APPROVAL OF A CONTRACT WITH MOTOROLA SOLUTIONS FOR BODY CAMERAS, IN-CAR VIDEO SYSTEMS, AND CLOUD SERVICE; 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 agreement with Motorola for body cameras, in-car video systems, and cloud service, 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 7th day of October 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

Billing Address:
SHERMAN POLICE DEPT, CITY
OF
317 S TRAVIS ST
SHERMAN, TX 75090
US

Quote Date:08/29/2024
Expiration Date:11/27/2024
Quote Created By:
Blake Galloway
Regional Sales Manager
Blake.Galloway@
motorolasolutions.com
214-551-2709

End Customer:
SHERMAN POLICE DEPT, CITY OF

Contract: Texas DIR-TSO-4101
Payment Terms:30 NET

Line #	Item Number	APC	Description	Qty	Term	Disc %	Sale Price	Ext. Sale Price	Refresh Duration
	Video as a Service		25 DVR and BWC Bundles						
1	AAS-M5-3CAM-BWC	0899	M500 3-CAMERA IN-CAR SYSTEM WITH BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD- 5 YEARS VIDEO-AS-A-SERVICE	25	5 YEAR	0.0%	\$15,600.00	\$390,000.00	
2	WGC02002-VAAS	0897	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS*	25	5 YEAR	Included	Included	Included	
3	WGC02003-VAAS	0897	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE	25	5 YEAR	Included	Included	Included	



Line #	Item Number	APC	Description	Qty	Term	Disc %	Sale Price	Ext. Sale Price	Refresh Duration
			FOR IN-CAR VIDEO SYSTEM PER ADDITIONAL CAMERA VAAS*						
4	WGB-0708A	0851	M500 ICV SYSTEM W/ RCAM V300 WIFI DCK,SPS*	25		Includ ed	Included	Included	
5	WGW00502	0854	M500 EXTENDED WARRANTY	25	5 YEAR	Includ ed	Included	Included	
6	WGB-0189A	0852	MTIK CONF KIT,802.11AC,M500POE ,5GHZANT	25		Includ ed	Included	Included	
7	WGP01394-001	0851	4RE/M500 RADIO ANTENNA CABLE, 17FT	25		Includ ed	Included	Included	
8	WGC02001-VAAS	0897	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*	25	5 YEAR	Includ ed	Included	Included	
9	WGB-0741A	0852	V700 BODY WORN CAMERA FIRSTNET READY	25		Includ ed	Included	Included	3 YEAR
10	LSV07S03512A	0854	ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT	25	5 YEAR	Includ ed	Included	Included	
11	SWV07S03593A	0853	SOFTWARE ENHANCEMENTS	25	5 YEAR	Includ ed	Included	Included	
12	WGP02798-KIT	0852	V700 MAGNETIC MOUNT WITH BWC BOX	25		Includ ed	Included	Included	
13	WGB-0138AAS	0852	TRANSFER STATION, 8 SLOTS, FOR V300/V700 VAAS	1		Includ ed	Included	Included	
14	WGP02950	0852	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	25		100.0%	\$0.00	\$0.00	
	Video as a Service		41 BWCs						
15	AAS-BWC-5YR-001	0894	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	41	5 YEAR	0.0%	\$4,140.00	\$169,740.00	



Line #	Item Number	APC	Description	Qty	Term	Disc %	Sale Price	Ext. Sale Price	Refresh Duration
16	WGB-0138AAS	0894	TRANSFER STATION, 8 SLOTS, FOR V300/V700 VAAS	1		Included	Included	Included	
17	WGC02001-VAAS	0897	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*	41	5 YEAR	Included	Included	Included	
18	WGP02798-KIT	0894	V700 MAGNETIC MOUNT WITH BWC BOX	41		Included	Included	Included	
19	WGB-0741A	0894	V700 BODY WORN CAMERA FIRSTNET READY	41		Included	Included	Included	3 YEAR
20	LSV07S03512A	0898	ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT	41	5 YEAR	Included	Included	Included	
21	SWV07S03593A	0897	SOFTWARE ENHANCEMENTS	41	5 YEAR	Included	Included	Included	
22	PSV00S03898A	0914	ON-SITE DEPLOYMENT, CONFIGURATION AND PROJECT MANAGEMENT	1		20.0 %	\$60,000.00	\$60,000.00	
23	SSV00S01450B	0217	LEARNER LXP SUBSCRIPTION*	100	5 YEAR	0.0%	\$0.00	\$0.00	
24	WGP02950	0852	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	41		100.0%	\$0.00	\$0.00	
	V700		10 Spare BWCs						
25	WGB-0741A	0894	V700 BODY WORN CAMERA FIRSTNET READY	10		100.0%	\$0.00	\$0.00	
26	WGP02798-KIT	0894	V700 MAGNETIC MOUNT WITH BWC BOX	10		Included	Included	Included	
27	LSV07I03510A	0898	ESSENTIAL SOFTWARE SUPPORT AND HARDWARE REPAIR	10	3 YEAR	Included	Included	Included	
28	SWV07S03593A	0897	SOFTWARE ENHANCEMENTS	10	3 YEAR	Included	Included	Included	



Line #	Item Number	APC	Description	Qty	Term	Disc %	Sale Price	Ext. Sale Price	Refresh Duration
	VideoManager EL or EX: Video Evidence Management		CAD Integration						
29	WCM000111-010	0897	INTEGRATION, CAD-RMS PACKAGE, ANNUAL/DEVICE*	92	5 YEAR	20.0%	\$600.00	\$55,200.00	
	M500		M500 Based Interview Room Hardware						
30	WGB-0701A	0851	M500 Interview Room system with 3 Cameras*	4		56.77%	\$3,250.00	\$13,000.00	
31	WGW00502	0854	Interview Room Hardware 5 Year Warranty	4	5 YEAR	100.0%	\$0.00	\$0.00	
	CommandCentral Interview Room								
32	ISV00S02379A	0331	DELIVERY SERVICES	1		100.0%	\$0.00	\$0.00	
33	SSV00S03616A	0612	Interview Room Live Streaming*	1	5 YEAR	20.0%	\$17,000.00	\$17,000.00	
	CommandCentral Evidence		Evidence Management Tools						
34	ISV00S01459A	0141	DIGITAL EVIDENCE DELIVERY SERVICES	1		100.0%	\$0.00	\$0.00	
35	SSV00S03751A	0616	INTEGRATION: VIDEO MANAGER EL (CLOUD) TO EVIDENCE*	1	5 YEAR	0.0%	\$0.00	\$0.00	
36	SSV00S02601A	0616	COMMANDCENTRAL EVIDENCE PLUS*	1	5 YEAR	100.0%	\$0.00	\$0.00	
37	SSV00S02604A	0413	FIELD RESPONSE APPLICATION*	1	5 YEAR	Included	Included	Included	
38	SSV00S02605A	0315	RECORDS MANAGEMENT*	1	5 YEAR	Included	Included	Included	
39	SSV00S02606A	0616	OPTIMIZED DIGITAL EVIDENCE*	1	5 YEAR	0.0%	\$0.00	\$0.00	
40	SSV00S02783A	0616	COMMANDCENTRAL STORAGE GB*	2048	5 YEAR	100.0%	\$0.00	\$0.00	
41	SSV00S02782A	0259	COMMUNITY INTERACTION TOOL*	1	5 YEAR	0.0%	\$0.00	\$0.00	
42	PSV00S04240A	0250	CC EVIDENCE ONSITE TRAINING*	1		100.0%	\$0.00	\$0.00	



Line #	Item Number	APC	Description	Qty	Term	Disc %	Sale Price	Ext. Sale Price	Refresh Duration
	CommandCentral Aware		Live Streaming and Mapping for DVRs and BWCs						
43	ISV00S01852A	0331	AWARE DELIVERY SERVICE BASE	1		100.0%	\$0.00	\$0.00	
44	PSV00S04092A	0612	INTEGRATION: MOBILE VIDEO M500, V300, V700, 4RE STREAMING	1		0.0%	\$0.00	\$0.00	
45	PSV00S04182A	0250	CC AWARE 8 HOURS VIRTUAL TRAINING	1		0.0%	\$0.00	\$0.00	
46	SSV00S04249A	0612	AWARE VIDEODEVICES	100	5 YEAR	0.0%	\$0.00	\$0.00	
47	SSV00S04179A	0612	AWARE STANDARD*	1	5 YEAR	20%	\$61,000.00	\$61,000.00	
	Vigilant		LPR and Commercial Data for all 25 Cars (1 Year)						
48	TT4149A	0693	INVESTIGATIVE DATA PLATFORM - ANNUAL SUBSCRIPTION FOR UP TO 25 SWORN - STATE AND LOCAL	1		100.0%	\$0.00	\$0.00	
49	DDN3420A	0669	BASIC REMOTE SUPPORT FOR WG LPR LICENSE	1		100.0%	\$0.00	\$0.00	
50	DDN3421A	0693	M500 BASIC ALPR VAAS	25		100.0%	\$0.00	\$0.00	
51	WGW00121	0840	IN-CAR SYSTEM INSTALLATION (PER UNIT CHARGE)	25		20%	\$800.00	\$20,000.00	
52	WGW00122-300	0840	Interview Room Install (Credit Below)	4		20.0%	\$1,000.00	\$4,000.00	
53	WGP03274-KIT	0851	M500 AC /DC POWER KIT	4		100.0%	\$0.00	\$0.00	
54	WGP02267	0851	CBL INTVWAUDIO&PWRBR EAKOUT 6' 3.5 MM	4		100.0%	\$0.00	\$0.00	
55	DS425359	0207	LOUROE ASK-4 #300 MICROPHONE	4		100.0%	\$0.00	\$0.00	
56	WGP02310-KIT	0851	ROCKER SWITCH WALLPLATE ASSYINTVWROOM	4		100.0%	\$0.00	\$0.00	



Line #	Item Number	APC	Description	Qty	Term	Disc %	Sale Price	Ext. Sale Price	Refresh Duration
57	Incentive		V300 Hardware Trade In Incentive Expiration Date: 12/31/2024	1		0.0%	-\$30,000.00	-\$30,000.00	
58	Incentive		Motorola Legacy Customer Discount Expiration Date: 12/31/2024	1		0.0%	-\$60,940.00	-\$60,940.00	
59	Incentive		4RE Hardware Trade in Incentive Expiration Date: 12/31/2024	1		0.0%	-\$25,000.00	-\$25,000.00	
60	Incentive		Interview Room Install Credit	1		0.0%	-\$4,000.00	-\$4,000.00	

Subtotal \$918,836.48

Total Discount Amount \$248,836.48

Grand Total \$670,000.00(USD)



Pricing Summary

	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable)	\$134,000.00
Year 2 Subscription Fee	\$134,000.00
Year 3 Subscription Fee	\$134,000.00
Year 4 Subscription Fee	\$134,000.00
Year 5 Subscription Fee	\$134,000.00
Grand Total System Price (Inclusive of Upfront and Annual Costs)	\$670,000.00

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.



Date _____

Re: QUOTE-2772289

Agency: Sherman Police Department

Total Cost: \$670,000.00

Contract Reference: Sherman PD Video Upgrade

Please be advised that the Sherman Police Department will purchase the goods and/or services offered in your QUOTE-2772289 dated 08/29/2024. This constitutes a purchase pursuant to the terms of the specified contract below, including any applicable addenda. Terms are NET 30 unless otherwise agreed upon.

Specified Contract: **Texas DIR-TSO-4101**

Agency affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, and acknowledges that pursuant to Sherman City Council Approval, the funds for this purchase have been authorized. Customer agrees to appropriate funding in accordance with the contract.

Invoices shall be according to the milestone schedule included in the quote and services agreement, should reference QUOTE-2772289 And be sent to:

Sherman Police Department

Attn: _____

The equipment will be shipped to the customer at the following address, and the ultimate destination where the equipment will be delivered to the customer is:

Sherman Police Department

Attn: _____

Sincerely,

Signature: _____

Name: _____

Title: _____

Email: _____



City Council Regular Meeting

Agenda Item No. G.17.

Meeting Date: 10/7/2024

Prepared By: Kim Hobbs, Quality Services Administrative Assistant

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7383**

Authorizing the Purchase of a New U55-5R3A Mini Excavator from Zimmerer Kubota for the Distribution Services Department through Sourcewell.

Issue:

To consider approval of a resolution to purchase a new Mini Excavator from Zimmerer Kubota through Sourcewell for use within the Distribution Services Department.

Background:

The new Mini Excavator will replace vehicle #556, a 2009 Case backhoe.

Origination:

Department of Public Works

Financial Consideration:

The new Mini Excavator will be purchased from Zimmerer Kubota for \$73,586.70 through Sourcewell. Funding for this purchase is through the Fleet Replacement Fund.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Mini Excavator from Zimmerer Kubota through Sourcewell.

Alternatives:

As may be recommended by the City Council

Attachments:

1. Resolution No. 7383
2. Zimmerer Quote Kubota Mini Excavator
3. Sourcewell Membership

RESOLUTION NO. 7383

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW U55-5R3A MINI EXCAVATOR FROM ZIMMERER KUBOTA FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH SOURCEWELL; 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 from Zimmerer Kubota through Sourcewell a new Mini Excavator at a total price of Seventy-Three Thousand Five Hundred Eighty Six Dollars and Seventy Cents (\$73,586.70). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2024-2025 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 7th day of October 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**

-- Standard Features --

-- Custom Options --



Kubota

U Series

U55-5R3A

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Tight Tail Swing
 Eco Plus System
 Auto Idler
 Rubber Track Model
 ROPS/OPG (Top Guard Level I)
 A/C Cab
 Suspension Seat
 Kubota 3 Hydraulic Pump Load
 Sensing System
 1 Gear, 2 Variable
 Displacement Pumps
 All Controls Hydraulic Pilot
 Controls
 Two Operating Pattern
 Selection System
 Accumulator
 Digital Control Panel
 Attachment Flow Presets,
 Service Alerts
 Standard Front Dozer Blade
 w/ Float
 360 Degree Full Rotation
 70 Degree Left, 55 Degree
 Right Boom Swing
 19.8 gpm Adjustable
 Aux. Hydraulics Port 1
 9.8 gpm Adjustable
 Aux. Hydraulics Port 2
 Thumb Bracket & Relief Valves
 Five Second Quick Preheat
 System
 Key Switch Stop System
 Half Pitch Rubber Tracks
 Self Bleed Fuel System
 Auto-Downshift Two Speed
 Travel System
 Swivel Negative Brake
 Travel Negative Brake
 Third Line

ENGINE

V2607 Kubota CR E5 Tier 4 Final Diesel
 Engine
 4 Cylinder, 4 Cycle
 46.4 Net HP @ 2200 rpm (SAE J1349)

OPERATIONAL

DIMENSIONS

Max Digging Depth 11' 10.3"
 Max Digging Radius @ Ground
 Level 19' 6.1"
 Max Vertical Digging Depth 4' 11.6"
 Max Dumping Height 13' 2.3"

DOZER BLADE

DIMENSIONS

Width 77.2"
 Height 16.1"
 Lift Above Ground 17.3"
 Drop Below Ground 16.1"

PERFORMANCE

Digging Force @ Bucket (K7919)
 11,177 lbs.
 Digging Force @ Dipper Arm 6,261
 lbs.
 Travel Speed (Low) 1.8 mph
 Travel Speed (High) 3.1 mph
 Climbing Ability 36% / 20°
 Lift Capacity 3,700 lbs.
 Over Front
 Blade Grounded
 4.0 Ft. Load Point Height
 12.0 Ft. Load Radius

DIMENSIONS AND

OPERATING WEIGHT

U55-5R3A, Rubber Tracks,
 ROPS/OPG (Top Guard Level I)
 A/C Cab,
 Angle Dozer Blade, Dipper
 Arm, Counterweight
 Overall Length 18' 1.3"
 Overall Width 6' 5.2"
 Overall Height 8' 4"
 Operating Weight 12,535 lbs.*
 Ground Clearance 12' 0.2"
 * Includes operator's weight,
 165 lbs.

U55-5R3A Base Price: \$87,642.00

(1) 18" QUICK ATTACH TRENCHING BUCKET \$1,693.00
 K7918-18" QUICK ATTACH TRENCHING BUCKET

(1) QUICK ATTACH COUPLER \$1,349.00
 K7915-QUICK ATTACH COUPLER

(1) AT&T TELEMATICS MODEM \$449.00
 DCU6700-AT&T TELEMATICS MODEM

(1) EXCAVATOR & WL TELEMATICS HARNESS \$162.00
 K8704A-EXCAVATOR & WL TELEMATICS HARNESS

Configured Price: \$91,295.00

Sourcewell Discount: (\$21,910.80)

SUBTOTAL: \$69,384.20

2Yr U55-5R3A Extended Warranty \$2,900.00

Dealer Assembly: \$165.00

Freight Cost: \$737.50

PDI: \$400.00

Total Unit Price: \$73,586.70

Quantity Ordered: 1

Final Sales Price: \$73,586.70

Final pricing will be based upon pricing at the time of
 final delivery to Sourcewell members.
 Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting
 dealer

(Replace 556)

* Prices are subject to change without notice. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



Official

CERTIFICATE OF MEMBERSHIP

City of Sherman

Member # 2,440

This certificate entitles the entity named above the opportunity to purchase off of nationally, competitively bid contracts. The entity will save time by using pre-bid contracts, save money by leveraged volume pricing and obtain quality products from nationally acclaimed vendors.


Duff Erholtz, Membership Manager



Competitively Bid National Cooperative Contract Solutions



City Council Regular Meeting

Agenda Item No. G.18.

Meeting Date: 10/7/2024

Prepared By: Kim Hobbs, Quality Services Administrative Assistant

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7384**

Authorizing the Purchase of a New 2024 Ford F-350 Regular Cab from Rush Truck Center for the Distribution Services Department through BuyBoard.

Issue:

To consider approval of a resolution to purchase a new 2024 Ford F-350 Regular cab from Rush Truck Center through Buyboard for use within the Distribution Services Department.

Background:

The requested purchase is to replace vehicle #3530, a 2008 Dodge 3500. This truck will be used in the daily operations of the Distribution Services Department.

Origination:

Department of Public Works

Financial Consideration:

The new Ford F-350 will be purchased from Rush Truck Center for \$63,552.77 through BuyBoard. Funding for this purchase was appropriated in the fiscal 2024-205 Distribution Services Department Budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase a new 2024 Ford F-350 Regular cab from Rush Truck Center through BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments:

1. Resolution No. 7384
2. Rush Quote 2024 F-350 Regular Cab
3. BuyBoard Interlocal Participation Agreement

RESOLUTION NO. 7384

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2024 FORD F-350 REGULAR CAB FROM RUSH TRUCK CENTER FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH BUYBOARD; 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 from Rush Truck Center through Buyboard a new 2024 Ford F-250 regular cab at a total price of Sixty Three Thousand Five Hundred Fifty Two Dollars and Seventy Seven Cents (\$63,552.77). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2024-2025 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 7th day of October 2024.

CITY OF SHERMAN, TEXAS

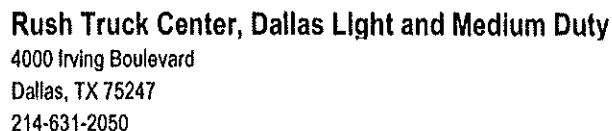
BY: _____
DAVID PLYLER, MAYOR

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



RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
 - a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

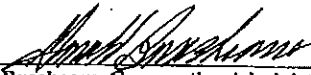
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

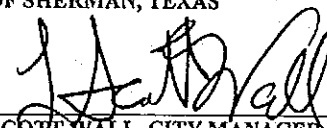
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



City Council Regular Meeting

Agenda Item No. G.19.

Meeting Date: 10/7/2024

Prepared By: Kim Hobbs, Quality Services Administrative Assistant

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7385**

Authorizing the Purchase of a New 2024 Ford F-350 Crew Cab from Rush Truck Center for the Distribution Services Department through Buyboard

Issue:

To consider approval of a resolution to purchase a new 2024 Ford F-350 Crew Cab from Rush Truck Center through BuyBoard for use within the Distribution Services Department.

Background:

The requested purchase is to replace vehicle #510, a 2014 Dodge Ram. This truck will be used in the daily operations of the Distribution Services Department.

Origination:

Department of Public Works

Financial Consideration:

The new Ford F-350 will be purchased from Rush Truck Center for \$125,111.64 through BuyBoard. Funding for this purchase was appropriated in the fiscal 2024-2025 Fleet Replacement Fund Budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase a new 2024 Ford F-350 Crew Cab from Rush Truck Center through BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments:

1. Resolution No. 7385
2. Rush Quote 2024 F-350 Crew Cab
3. BuyBoard Interlocal Participation Agreement

RESOLUTION NO. 7385

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2024 FORD F-350 CREW CAB FROM RUSH TRUCK CENTER FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH BUYBOARD; 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 from Rush Truck Center through Buyboard a new 2024 Ford F-350 crew cab at a total price of One Hundred Twenty Five Thousand One Hundred Eleven Dollars and Sixty Four Cents (\$125,111.64). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2024-2025 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 7th day of October 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

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
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3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
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 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
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7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

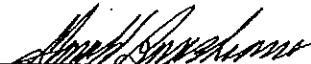
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5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

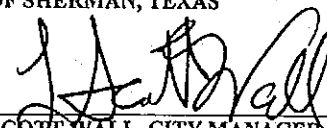
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



City Council Regular Meeting

Agenda Item No. G.20.

Meeting Date: 10/7/2024

Prepared By: Kim Hobbs, Quality Services Administrative Assistant

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7386**

Authorizing the Purchase of a New 2024 Ford F-250 Regular Cab from Rush Truck Center for the Distribution Services Department through BuyBoard

Issue:

To consider approval of a resolution to purchase a new 2024 Ford F-250 Regular Cab from Rush Truck Center through BuyBoard for use within the Distribution Services Department.

Background:

The requested purchase will be used in the daily operations of the Meter Shop within the Distribution Services Department.

Origination:

Department of Public Works

Financial Consideration:

The new Ford F-250 will be purchased from Rush Truck Center for \$66,011.74 through BuyBoard. Funding for this purchase was appropriated in the fiscal 2024-2025 Fleet Replacement Fund Budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase a new 204 Ford F-250 Regular Cab from Rush Truck Center through BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments:

1. Rush Quote 2024 F-250 (Meter Shop)
2. BuyBoard Interlocal Participation Agreement
3. Resolution No. 7386

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

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NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

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 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

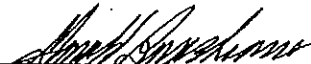
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

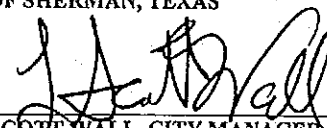
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET

RESOLUTION NO. 7386

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2024 FORD F-250 REGULAR CAB FROM RUSH TRUCK CENTER FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH BUYBOARD; 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 from Rush Truck Center through Buyboard a new 2024 Ford F-250 regular cab at a total price of Sixty-Six Thousand Eleven dollars and Seventy-Seven cents (\$66,011.74). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2024-2025 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 7th day of October 2024.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



City Council Regular Meeting

Agenda Item No. G.21.

Meeting Date: 10/7/2024

Prepared By: Kim Hobbs, Quality Services Administrative Assistant

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7387**

Authorizing the Purchase of a New 2024 T480 Kenworth Dump Truck from MHC for the Distribution Services Department through BuyBoard

Issue:

To consider approval of a resolution to purchase a new 2024 Kenworth T480 Dump Truck from MHC through BuyBoard for use within the Distribution Services Department.

Background:

The requested purchase will replace vehicle #554, a 2013 International Dump Truck. The new 2024 Kenworth T480 Dump Truck will be used in the daily operations of the Distribution Services Department.

Origination:

Department of Public Works

Financial Consideration:

The new 2024 Kenworth Dump Truck will be purchased from MHC for \$209,496.42 through BuyBoard. Funding for this purchase was appropriated in the fiscal 2024-2025 Distribution Services Department.

Staff Recommendation:

It is recommended that staff be authorized to purchase a new 2024 Kenworth T480 Dump Truck from MHC through BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments:

1. Resolution No. 7387
2. MHC Quote 2024 KW T480
3. BuyBoard Interlocal Participation Agreement

RESOLUTION NO. 7387

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2024 T480 KENWORTH DUMP TRUCK FROM MHC FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH BUYBOARD; 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 from MHC through BuyBoard a new 2024 T480 Dump Truck at a total price of Two Hundred Nine Thousand Four Hundred Ninety Six Dollars and Forty Two Cents (\$209,496.42). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2024-2025 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 7th day of October 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



TEXAS KENWORTH CO, LLC ("Dealer")

doing business as: MHC KENWORTH - DALLAS

NEW TRUCK ORDER

DALLAS, TX 75247
4040 IRVING BLVD
1-214-920-7300

PURCHASER			ADDRESS				
City of Sherman			PO Box 1106				
BUSINESS PHONE	OTHER PHONE		CITY	STATE	ZIP CODE	COUNTY	DATE
903-892-7309	903-891-0255		Sherman	TX	75091-1106	GRAYSON	03/19/2024
QUANTITY	YEAR	MAKE	MODEL	BODY TYPE		SALESPERSON	
1	2024	KW	T480			EARL TUCKER	
STOCK NUMBER		COLOR	TO BE DELIVERED ON OR ABOUT			FINANCIAL SOURCE	
			08/21/2024			Cash	
SERIAL NUMBERS							
PRICE OF VEHICLE(s) INCLUDING FET						\$208,760.89	
This price included Warren dump body.							
(Replace 554)							

TRADE TERMS AGREEMENT APPLICABLE ☒ YES

NOTE: If vehicle(s) are not funded within 15 days of truck receipt date at the dealer, customer will be charged a per diem amount per unit until units are fully funded. Customer has 60 days from delivery date of the truck to return and have any add-ons listed on the sales order completed.

DESCRIPTION OF TRADE-IN OR TRADE ATTACHMENT			
YEAR	MAKE	MODEL	
			SUBTOTAL \$208,760.89
			BUSINESS TAX
SERIAL NUMBER		MILEAGE	SALES TAX
			VIT TAX \$366.53
BALANCE OWED TO		TRADE DIFFERENCE	DOCUMENTATION FEE \$295.00
			REGISTRATION FEES \$74.00
A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED \$50 (FOR A MOTOR VEHICLE CONTRACT OR A REASONABLE AMOUNT AGREED TO BY PARTIES FOR A HEAVY COMMERCIAL VEHICLE CONTRACT). THIS NOTICE IS REQUIRED BY LAW.			TOTAL DELIVERED PRICE \$209,496.42
			LESS: TRADE-IN ALLOWANCE
			LESS: BALANCE OWED ON TRADE-IN
			TRADE-IN EQUITY
			LESS: CASH DEPOSIT SUBMITTED WITH ORDER
PURCHASER'S CERTIFICATION			CASH DUE ON DELIVERY (Includes above Taxes, but may not be inclusive of all Applicable Taxes)
Purchaser and the person signing this Order on behalf of Purchaser hereby certify that:			UNPAID BALANCE (Amount to be Separately Financed by Purchaser) Due In Cash on Delivery \$209,496.42
1. Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed the terms and conditions printed on the front and reverse side hereof, and agree to be bound thereby. The terms and conditions printed on the front and reverse side hereof represent the entire and integrated agreement between the parties relating to the purchase and sale of the Vehicle and cancels and supersedes prior negotiations, representations or agreements, either written or oral.			READ ALL PAGES OF THIS ORDER THE TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS ORDER. THIS ORDER IS NOT VALID UNLESS SIGNED BY AND ACCEPTED BY AN AUTHORIZED MANAGER OF DEALER. THE PRICE OF THIS VEHICLE DOES NOT INCLUDE ANY APPLICABLE TAXES, WHICH ARE THE RESPONSIBILITY OF PURCHASER AS SET FORTH ON ALL PAGES HEREOF. ANY TAXES DISPLAYED ON THIS TRUCK ORDER ARE ESTIMATED. ACTUAL TAXES, AS APPLICABLE, WILL BE INVOICED TO THE PURCHASER AT THE PREVAILING TAX RATES AVAILABLE AT TIME OF VEHICLE INVOICE. ANY DELIVERY DATES INDICATED ON THIS ORDER ARE ESTIMATES AND SUBJECT TO THE MANUFACTURERS' PRODUCTION SCHEDULE AND FINAL APPROVAL.
2. Purchaser and the person signing this Order on behalf of Purchaser have Carefully reviewed this Order and fully understand that the Vehicle listed above will be equipped only with the optional equipment specifically listed on the face of this Order plus all standard equipment as designated by the manufacturer at the time of delivery.			
3. The person signing this Order on behalf of Purchaser is of legal age to execute binding contracts in this State. The person signing this Order on behalf of Purchaser has the authority and has been duly authorized to sign this Order on behalf of the Purchaser.			

THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES
TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS AGREEMENT

SIGNED (AUTHORIZED REPRESENTATIVE OF PURCHASER):	DATE	ACCEPTED BY DEALER	DATE

(60-268366-423722)

TRCK-SALE-WI-4.3-02-A (REV 05/13)

Customer Initials _____

MHCUDI795000

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
 - a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

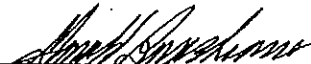
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

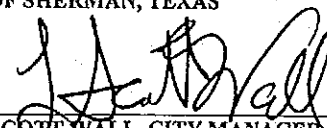
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



City Council Regular Meeting

Agenda Item No. G.22.

Meeting Date: 10/7/2024

Prepared By: Tamara Grisolia, Administrative Secretary

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7388**

Authorizing the Purchase of Three New 2025 Chevy Tahoes from Silsbee Ford, Inc. through TIPS Purchasing Cooperative for the Sherman Police Department.

Issue:

To consider approval of a resolution to purchase three new 2025 Chevy Tahoes from Silsbee Ford through TIPS Purchasing Cooperative for the Sherman Police Department.

Background:

The cost for the purchase of these three vehicles is \$171,976.50 through the TIPS Purchasing Cooperative.

Origination:

Sherman Police Department

Financial Consideration:

The vehicles will be funded through the FY2024 - 2025 budget.

Staff Recommendation:

It is recommended that the staff be authorized to purchase the three vehicles through TIPS.

Alternatives:

As may be directed by the City Council.

Attachments:

1. Resolution No. 7388
2. Silsbee Fleet Quote - TIPS 210907

RESOLUTION NO. 7388

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF THREE NEW 2025 CHEVY TAHOES FROM SILSBEE FORD, INC. THROUGH TIPS PURCHASING COOPERATIVE FOR THE SHERMAN POLICE DEPARTMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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 from Silsbee Ford, Inc through TIPS for the purchase of three new Chevy Tahoes at a total price of One Hundred Seventy-One Thousand Nine Hundred Seventy-Six dollars and Fifty cents (\$171,976.50). Any agreements related to this purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2024-2025 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 7th day of October 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



Seth Gamblin
Account Chief

PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF SHERMAN

Prepared by: SETH GAMBLIN

Contact: Lieutenant Brandon Toney

Phone: 512 436 1313

Email: brandont@cityofsherman.com

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: CHEVY TAHOE PPV

Date: July 3, 2024

A. Bid Item: _____

A. Base Price: \$ 50,557.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
CK10706	91C 2025 TAHOE PPV 4X4				
L84	5.3L V8 W/AUTOMATIC	\$ 5,195.00			
MQC	10 SPEED TRANS	\$ -			
6J7	FLASHER SYSTEM, HEAD & TAIL LAMP	\$ 50.00			
AMF	REMOTE KEYLESS PACKAGE	\$ 75.00			
PQA	1FL SAFETY PACKAGE	\$ 395.00			
Total of B. Published Options:					\$ 5,715.00

Published Option Discount (5%) \$ (184.00)

C. Unpublished Options

\$= 1.4 %

Description	Bid Price	Options	Bid Price
LEFT HAND LED SPOTLIGHT	\$ 800.00	EXTERIOR - BLACK	
		INTERIOR - JET BLACK CLOTH HIT	
		5TS- FRONT CLOTH BACK VINYL	
		REAR PARK ASSIST / REAR CAMERA	
		WHEELS 20" X9" STEEL	
		ASSIST STEPS	
		ESTIMATE ONLY**	

Total of C. Unpublished Options: \$ 800.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

E. Lot Insurance (for in-stock and/or equipped vehicles):

F. Contract Price Adjustment:

G. Additional Delivery Charge: 250 miles

H. Subtotal:

I. Quantity Ordered 3 x H =

J. Trade in:

K.

L. Total Purchase Price

\$ -

\$ 437.50

\$ 57,325.50

\$ 171,976.50

\$ -

\$ 171,976.50



City Council Regular Meeting

Agenda Item No. G.23.

Meeting Date: 10/7/2024

Prepared By: Tamara Grisolia, Administrative Secretary

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7389**

Authorizing the Purchase of Vehicle Upfitting from Haloz36 Corp for the Three New 2025 Chevy Tahoes Through TIPS Purchasing Cooperative for the Sherman Police Department

Issue:

To consider approval of a resolution to purchase vehicle upfitting from Haloz36 Corp through sole source for the Sherman Police Department. Upfitting involves installing light-bars and other specialized modifications to the new patrol vehicles.

Background:

Equipment to be added to three new 2025 Chevy Tahoes.

Origination:

Sherman Police Department

Financial Consideration:

Equipment for unfitting three vehicles is \$79,862.46.

Staff Recommendation:

Staff recommends approval of this item.

Alternatives:

A directed by the City Council.

Attachments:

1. Resolution No. 7389
2. Haloz36 Estimate E536
3. Sole Source Letter

RESOLUTION NO. 7389

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF VEHICLE UPFITTING FRO HALOZ36 CORP FOR THE THREE NEW 2025 CHEVY TAHOES THROUGH TIPS PURCHASING COOPERATIVE FOR THE SHERMAN POLICE DEPARTMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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 from Haloz36 for the purchase of vehicle upfitting for three new Chevy Tahoes at a total price of Seventy-Nine Thousand Eight Hundred Sixty-Two dollars and Four-Six cents (\$79,862.46). Any agreements related to this purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2024-2025 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 7th day of October 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



Haloz36 Corp
7350 N FM 1417
Suite 301
Denison, TX 75020
469-860-6793

Estimate E 536
Date / /
Date Open 09/19/2024

Page: 1 of 7

Sold To : 892-7290 903

Ship To :

SHERMAN POLICE DEPARTMENT
317 S. TRAVIS ST

SHERMAN TX 75090 USA

Written By JCBDESKT		Terms ESTFLT		Time 10:31:41	Customer Po # TAHOE PATROL		Promised	KEY TAG		Ship Via
Unit # NEW		Plate #	Year	Make	Model	Mileage/Hrs 0/0.0		VIN		Engine

Qty	Description	Price	Amount
	LABOR 130.00 PER HOUR - QUALITY INSTALLATION OF THE FOLLOWING EQUIPMENT	130.00	4940.00
1.000	INVESFF-ET-TAH21SSBL ELECTRONIC STORAGE, FALSE FLOOR, ELECTRONICS TRAY, W/ SINGLE SIDE BOX, SIDEBOX EQUIPED WITH LOCKING LATCH, INCLUDES HINGED LID OVER PAKAGE TRAY, AND ORGANIZER UNDER LID, TAHOE 2021, POLY COATED	1914.71	1914.71
1.000	INVBOX-SD-382112 BOX, SINGLE DRAWER, 38" X 21" X 12", INCLUDES DUAL LOCKING PADDLE LATCHES, 500# DRAWER SLIDES, POLY COATED	1202.07	1202.07
1.000	INVWG-LWF-TAH21 WINDOW GUARD, LEXAN WINDOW AND FRAME, INCLUDES PASSENGER AND DRIVER SIDE, POWDER COATED FRAME	457.47	457.47
1.000	JOT475-1743 REPLACEMENT BIO SEAT SYSTEM (INCLUDES REAR CARGO BARRIER)	1320.33	1320.33
1.000	JOT475-1677 Tahoe (2021+) UDRH Vehicle FRONT Partition Featuring Unidirectional Recessed Housing (HS/HV Window Option)	906.58	906.58

I authorize the above up-fit/repair work, including sublet work, to be done along with necessary materials. You and your employees may operate above listed vehicle for purposes of testing, inspection or delivery at my own risk. An express Mechanic's Lien is acknowledged on above listed vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage, including weather related incidents to the above listed vehicle, or articles left in above listed vehicle. I acknowledge receipt of a copy hereof.

Parts..... 19402.04
Labor..... 4940.00
Subject Items 1328.78
Freight..... 950.00

Thank you for your business and we look forward to serving you again. Please make checks payable to Haloz36 Corp

Authorized By

TOTAL Continued



Haloz36 Corp
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Suite 301
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469-860-6793

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Date	/ /
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Written By JCBDESKT		Terms ESTFLT		Time 10:31:41	Customer Po # TAHOE PATROL		Promised		KEY TAG		Ship Via	
Unit # NEW		Plate #	Year	Make		Model	Mileage/Hrs 0/0.0		VIN			Engine
Qty	Description								Price		Amount	
1.000	JOT475-1679 High Security Extension Panel for Chevy Tahoe (2021+) UDRH Vehicle Partition - Two Piece Steel HSEP								134.99		134.99	
1.000	STN75899		FLASHLIGHT, STINGER DS HPL						219.71		219.71	
1.000	BLA8211-18101		KIT-WRS 1082-E-AR, Electronic, 8-Second Delay, 18" T-Channel (25018), Cold Wire (29002), 90° Bracket (27001), with 2 MA209 keys						707.86		707.86	
1.000	PLAPP-2021-TAH-HAR		Center Console 24 TAHOE W/ HALF ARM REST with LOCK, H.A.R TO ALLOW FOR BLAC RAC AND AR WITH A 30 ROUND MAG, (1) aftermarket 12v plug, and USB/USB-c extension plug. *NOT compatible with full civilian console* - "Custom faceplate cutout for various Jotto brackets. 7.5W" x 9.5H".						937.50		937.50	
2.000	MAGMMSU-1		MAGNETIC MIC - 2 PIECE - YELLOW/BLACK SQUARE BOX						34.29		68.57	
2.000	HAVC-MCB		MAGMIC Clip, Bracket Only, HAVIS						18.50		37.00	
1.000	WES35-15065		REAR DOOR COVERS - Tahoe 2021-2023 Police Pursuit Vehicle, WESTIN						320.40		320.40	
1.000	HAVPKG-PSM-3003		PEDESTAL MOUNT PREMIUM PKG TAHOE 2021+ HAVIS - INCLUDES: Heavy-duty vehicle-specific mounting base (C-HDM-1003), Heavy-duty height adjustable poles (C-HDM-202),						738.86		738.86	

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Parts.....	19402.04
Labor.....	4940.00
Subject Items	1328.78
Freight.....	950.00

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Authorized By

TOTAL Continued



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317 S. TRAVIS ST

SHERMAN TX 75090 USA

Written By JCBDESKT		Terms ESTFLT		Time 10:31:41	Customer Po # TAHOE PATROL		Promised	KEY TAG		Ship Via	
Unit # NEW		Plate #	Year	Make		Model	Mileage/Hrs 0/0.0		VIN		Engine

Qty	Description	Price	Amount
	Swing arms with motion adapters (C-MD-112), Side support arms add upper pole support (C-HDM-401) - (DOES NOT INCLUDE DOCKING STATION, MUST PURCHASE SEPARATELY)		
1.000	SUBJECT - GRAPHICS GRAPHICS	1157.14	1157.14
1.000	SUBJECT - TINT WINDOW TINT - FRONT 2 WINDOWS AND A-LINE ONLY	171.64	171.64
1.000	FEDALGT53J-P1L-PKG PACKAGE INCLUDES - ALLEGIAN 53" LIGHTBAR, PF200S17B CONTROLLER, ES100C 100W SPEAKER, ESB-U SPEAKER BRACKET	3223.08	3223.08
1.000	FEDALGT53J-1726255044 INCLUDED IN PACKAGE - ALEGIAN 53" LIGHTBAR WITH BLACK TOP - SHERMAN PD - FED SIG REFERENCE NUMBER 1726255044	0.00	
1.000	FEDPF200S17B INCLUDED IN PACKAGE - PATHFINDER SIREN, 17 BUTTON CONTROLLER	0.00	
1.000	FEDES100C INCLUDED IN PACKAGE - DYNAMAX 100W SPEAKER - FEDERAL SIGNAL	0.00	
1.000	FEDESB-U INCLUDED IN PACKAGE - SPEAKER BRACKET UNIVERSAL - FEDERAL SIGNAL	0.00	

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Labor..... 4940.00
Subject Items 1328.78

Freight..... 950.00

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Authorized By

TOTAL Continued



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Written By JCBDESKT		Terms ESTFLT		Time 10:31:41	Customer Po # TAHOE PATROL		Promised	KEY TAG		Ship Via
Unit # NEW	Plate #	Year	Make		Model	Mileage/Hrs 0/0.0		VIN		Engine

Qty	Description	Price	Amount
1.000	FEDES100C DYNAMAX 100W SPEAKER - FEDERAL SIGNAL - 2 SPEAKERS NEEDED FOR DUAL TONE CAPABILITY	178.57	178.57
1.000	FEDESB-U SPEAKER BRACKET UNIVERSAL - FEDERAL SIGNAL	27.14	27.14
1.000	FEDOBD CABLE20-GMCA OBDII TAHOE CABLE FEDERAL SIGNAL	142.86	142.86
2.000	FEDEXPMOD32 32-Channel Expansion Module	285.71	571.43
1.000	FEDPFSPLTR-4 SPLITTER - 4 TO 1 - FEDERAL SIGNAL	35.71	35.71
14.00	FEDMPS63U-RBW-SMK 18-LED light head, Red/Blue/White, Tri-Color, Surface Mount, 12/24 Vdc, SMOKED LENS - 2 MOUNTED IN TOP LIGHT CHANNEL (2), 1 MOUNTED ON EACH SIDE OF PUSH BUMPER (2), 4 MOUNTED ON EACH RUNNING BOARD (8), 2 MOUNTED REAR FACING HORIZONTAL NEAR TAG (2) - 14 TOTAL	133.85	1873.84
2.000	FEDMPS123U-RBW-SMK MICROPULSE ULTRA - 36-LED light head, Red/Blue/White, Tri-Color, SMOKED LENS, 1 MOUNTED ON EACH SIDE FRONT BUMPER - 2 TOTAL	159.42	318.84
1.000	FEDELS-D-TAH21RBA D-Pillar, RED/BLUE/AMBER, 2021-2024 Chevrolet Tahoe/Suburban	1514.29	1514.29

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Labor..... 4940.00
Subject Items 1328.78
Freight..... 950.00

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Written By JCBDESKT		Terms ESTFLT		Time 10:31:41		Customer Po # TAHOE PATROL		Promised		KEY TAG		Ship Via			
Unit # NEW		Plate #		Year		Make		Model		Mileage/Hrs 0/0.0		VIN		Engine	

Qty	Description	Price	Amount
2.000	FED416918-RBW MICROPULSE TRI R/B/W - CORNERS/FLASHERS - MOUNTED IN REVERSE LIGHTS	73.13	146.27
2.000	FEDMPSW9-RBW UNDER MIRROR 180 DEGREE - Tri-color, (18) LEDs, Red/Blue/White, Clear lens	144.29	288.57
1.000	FEDMPSMW9-TAH21MIR PAIR UNDER MIRROR BRACKET FOR TAHOE - MPSW9	64.00	64.00
1.000	FED416300-RW CORNER LIGHTS - (6) LEDs, Red/White, Flush mount, Dual-Color, Clear Lens, 12/24 Vdc - FED SIG	77.14	77.14
1.000	FED416300-BW CORNER LIGHTS - (6) LEDs, Blue/White, Flush mount, Dual-Color, Clear Lens, 12/24 Vdc - FED SIG	77.14	77.14
1.000	FED416302 PAIR GROMMETS FOR MOUNTING (2) 416300 series in bottom of liftgate panel for auxiliary rear warning when liftgate is open, Chevrolet Tahoe, 2021-2022	20.29	20.29
4.000	FEDXSM1-BRW-US XStream® SERIES - Blue/Red/White, Single head models with wire leads - 1 MOUNTED IN EACH UPPER REAR SIDE WINDOW (2), 1 MOUNTED IN EACH LOWER REAR SIDE WINDOW (2) - 4 TOTAL	125.71	502.86

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Parts.....	19402.04
Labor.....	4940.00
Subject Items	1328.78
Freight.....	950.00

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Authorized By

TOTAL Continued



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Written By JCBDESKT		Terms ESTFLT		Time 10:31:41		Customer Po # TAHOE PATROL		Promised		KEY TAG		Ship Via			
Unit # NEW		Plate #		Year		Make		Model		Mileage/Hrs 0/0.0		VIN		Engine	

Qty	Description	Price	Amount
1.000	FEDDFC-PB-TAH21 PUSH BUMPER TAHOE - FEDERAL SIGNAL	662.86	662.86
1.000	FEDDFC-TC2L-1 TAHOE - TOP 2 LIGHT CHANNEL - PUSH BUMPER - FED SIG	34.29	34.29
1.000	FEDDFC-WC-TAH21 FEDERAL SIGNAL WIRE COVERS - TAHOE 21+	46.15	46.15
1.000	MOTWGB-0148A WATCHGUARD MIKROTIK CONF WIFI PoE KIT, DRILL MOUNT - INCLUDES: -Mikrotik Groove part#WGP01393-005-KIT -Cable WGP01394-001 -POE switch part#WGA00383 -Cable WGP01090-003 -Antenna part#WGP01395-001	285.71	285.71
1.000	MOTWGP01963-001 WATCHGUARD, CABLE, 4RE, HDMI, CAMERA, STR, 15'	57.14	57.14
1.000	MOTWGP01090-001 WATCHGUARD - CABLE ASSEMBLY STRAIGHT ETHERNET CAT 6E 5'	14.29	14.29
1.000	MOTWGA00382-100 WATCHGUARD - CABLE 4RE HDMI/MINI DISPLAY ONLY STRAIGHT 15' - PART OF THE 4RE CABLE KIT	28.57	28.57
1.000	MOTHKN4191C CABLE, ASSEMBLY, MM, MOBILE POWER CABLE 10 FOOT, 12 AWG, 20A	44.74	44.74

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Labor..... 4940.00
Subject Items 1328.78

Freight..... 950.00

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Authorized By

TOTAL Continued



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Written By JCBDESKT		Terms ESTFLT		Time 10:31:41	Customer Po # TAHOE PATROL		Promised	KEY TAG		Ship Via
Unit # NEW		Plate #	Year	Make	Model	Mileage/Hrs 0/0.0		VIN		Engine

Qty	Description	Price	Amount
1.000	MOTHKN6169B CABLE, REMOTE HEAD CABLE MOUNT, 5M	138.57	138.57
1.000	MOTHLN6863B ACCESSORY CONNECTOR XTL5000	61.64	61.64
1.000	H36INSTALL INSTALLATION OF CUSTOMER SUPPLIED EQUIPMENT ***APX8500, WATCHGUARD CAMERA SYSTEM,*** ALL CUSTOMER SUPPLIED EQUIPMENT IS ASSUMED TO BE BRAND NEW OR CONFIRMED TESTED TO BE FULLY FUNCTIONAL WITH ALL NECESSARY VEHICLE SPECIFIC CABLES AND BRACKETS - ANY TROUBLESHOOTING OR REPAIRING NON-FUNCTIONING CUSTOMER SUPPLIED EQUIPMENT WILL BE SUBJECT TO OUR NORMAL LABOR RATE ALL INSTALLATION FEES HAVE BEEN INCLUDED IN ESTIMATED LABOR HOURS - Computer Docking Station - Lind Power Supply (power for dock) - Modem - Internet Antenna - Previously used Radio and Watchguard camera System -HALOZ 36 TO PROVIDE NEW CABLES AND ANTENNAS	0.00	
1.000	FRTFREIGHT-INCOMING FREIGHT INCOMING	950.00	950.00

I authorize the above up-fit/repair work, including sublet work, to be done along with necessary materials. You and your employees may operate above listed vehicle for purposes of testing, inspection or delivery at my own risk. An express Mechanic's Lien is acknowledged on above listed vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage, including weather related incidents to the above listed vehicle, or articles left in above listed vehicle. I acknowledge receipt of a copy hereof.

Parts..... 19402.04
Labor..... 4940.00
Subject Items 1328.78
Freight..... 950.00

Thank you for your business and we look forward to serving you again. Please make checks payable to Haloz36 Corp

Authorized By

TOTAL 26620.82



November 8, 2023

Innovative Emergency Equipment
1616 Marlborough Blvd. S1
Riverside, CA 92507

Attn: Sherman Police Department:

This letter is to confirm the Custom rear seat dual drawer Truck Boxes encompassed by estimate 12151, to include parts: INV-BOX-DD-163622-TRAY-FSERIES, are part of a custom 60% rear seat drawer system designed specifically to the requirements of the Sherman Police Department through our distributor "Halo36" to meet their specific stipulations. As such, they are sole source products, manufactured, sold, and distributed exclusively by Innovative Emergency Equipment. No other company makes this product to the direct and specific stipulations of outlined in the Quote including but not limited to: Proprietary design and all steel construction, Custom size drawers, specific electronic Slam Latch, dual Cam latches, 600# full extension slides & Poly Urea coating. This product must be purchased directly from Innovative Emergency Equipment's distributor for whom it was designed through. There are no other agents or dealers authorized to represent this product or part number.

There are no other like items or products available for purchase that would serve the same purpose and functionality. There is only one price for the above product because of exclusive distribution or marketing rights.

If you desire additional information, don't hesitate to contact me at (951) 222-2270 or visit our website at www.idsmp.com. Thank you for your interest in our products.

Sincerely,
Jack Kelley

Jack Kelley
CEO Innovative Emergency Equipment

sales@IDSMP.com | idsmp.com | 951-222-2270 | 1616 Marlborough Ave Ste S-1, Riverside, CA 92507

SERVING THOSE WHO SERVE OTHERS

LAW ENFORCEMENT | FIRE | MUNICIPALS | RAILROAD | HOMELAND SECURITY | FORESTRY



City Council Regular Meeting

Agenda Item No. G.24.

Meeting Date: 10/7/2024

Prepared By: Jimmy Mrozinski, Solid Waste Superintendent

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7390**

Authorizing the Purchase of a New Peterbilt 548 Knuckle Truck from Rush Truck Centers - Austin for the Solid Waste Department through Buyboard

Issue:

To consider approval of a resolution to purchase a new Peterbilt 548 Knuckle Truck from Rush Trucking Center - Austin via the Buyboard purchasing cooperative

Background:

The requested purchase is to replace either Unit 640 or Unit 641, whichever is in worse mechanical condition, when the new truck arrives. Unit 640 is a 2016 International Knuckle Truck and Unit 641 is a 2014 International Knuckle Truck.

Origination:

Solid Waste Department

Financial Consideration:

1. The new Peterbilt 548 Knuckle Truck will be purchased from Rush Trucking Center - Austin for \$291,847.79 through the Buyboard purchasing cooperative. Funding for this purchase was approved in the fiscal year 2024-2025 budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Peterbilt 548 Knuckle Truck.

Alternatives:

As may be recommended by the City Council

Attachments:

1. Resolution No. 7390
2. Rush Trucking Center quote_Peterbilt Knuckle Truck
3. Buyboard Agreement

RESOLUTION NO. 7390

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW PETERBILT 548 KNUCKLE TRUCK FROM RUSH TRUCKING CENTER - AUSTIN FOR THE SOLID WASTE DEPARTMENT THROUGH BUYBOARD; 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 from Rush Trucking Center – Austin through Buyboard a new Peterbilt 548 Knuckle Truck at a total price of Two Hundred Ninety One Thousand and Eight Hundred Forty Seven Dollars and Seventy-Nine Cents (\$291,847.79). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman’s fiscal year 2024-2025 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 7th day of October 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
RYAN PITTMAN, CITY ATTORNEY



Rush Truck Center, Austin

16870 South IH 35

Buda, TX 78610

(512) 523-3200

Customer Proposal Letter

CITY OF SHERMAN

811 S. East St.

Sherman, TX 75091

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2025 Make Peterbilt Model 548 Stock # TBD Serial # TBD

Additional Vehicle Details: BUY BOARD CONTRACT # 723-23 Includes: Pac Mac KBF - 222A-SU-HJ Grapple with Brush Body Supplied by BTE Body Company

Quantity		Total
Truck Price per Unit	\$ 291,497.79	\$ 291,497.79
F.E.T. (Factory & Dealer Paid)	\$ 0.00	
Net Sales Price	\$ 291,497.79	\$ 291,497.79
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	\$ 350.00	\$ 350.00
Total Sales Price	\$ 291,847.79	\$ 291,847.79
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	\$ 291,847.79	\$ 291,847.79

New Bulk Brush Knuckle Boom Truck. Replace 640 or 641

Sales Representative

Signature

Patrick LeClaire

Printed Name

Date

Purchaser

Signature

Printed Name / Title

Date

Accepted by Sales Manager
or General Manager

Signature

Printed Name

Date

Quote good until 12/31/2024

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer and Dealer reserves the right to change Quotation Total to reflect any price increases from Manufacturer. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

⁽¹⁾ Includes subscription period for # of specified months. ⁽²⁾ Customer's use of RushCare Service is governed by the RushCare User Agreement located at <https://www.rushtruckcenters.com/rushcare-user-agreement>. ⁽³⁾ Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematics Service. ⁽⁴⁾ Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.

intent sent 8/12/24

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
 - a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

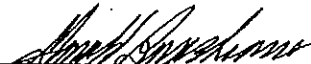
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

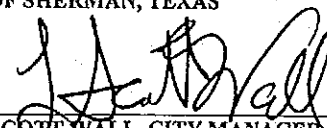
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



City Council Regular Meeting

Agenda Item No. G.25.

Meeting Date: 10/7/2024

Prepared By: Jimmy Mrozinski, Solid Waste Superintendent

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7391**

Authorizing the Purchase of a New Freightliner Rear Load Truck from Doggett Freightliner of South Texas LLC - Austin for the Solid Waste Department through the TIPS Purchasing Cooperative

Issue:

To consider approval of a resolution to purchase a new Freightliner Rear Load Truck from Doggett Freightliner of South Texas LLC - Austin through the TIPS purchasing cooperative for use within the Solid Waste Department

Background:

The requested purchase will replace Unit 603, a 2012 International rear load truck, which is reaching the end of its useful life.

Origination:

Solid Waste Department

Financial Consideration:

The new Freightliner Rear Load Truck will be purchased from Doggett Freightliner of South Texas LLC - Austin for \$268,980.82 via the TIPS purchasing cooperative. Funding for this purchase was approved in the fiscal year 2024-2025 budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Freightliner Rear Load Truck from Doggett Freightliner of South Texas LLC - Austin through the TIPS purchasing cooperative.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7391
2. Buyboard Agreement
3. Doggett Freightliner quote_Rear Load

RESOLUTION NO. 7391

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW FREIGHTLINER REAR LOAD TRUCK FROM DOGGETT FREIGHTLINER OF SOUTH TEXAS LLC - AUSTIN FOR THE SOLID WASTE DEPARTMENT THROUGH THE TIPS PURCHASING COOPERATIVE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Doggett Freightliner of South Texas LLC - Austin through the TIPS purchasing cooperative a new Freightliner Rear Load Truck at a total price of Two Hundred Sixty Eight Thousand and Nine Hundred Eighty Dollars and Eighty-Two Cents (\$268,980.82). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2024-2025 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 7th day of October 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

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

**BY: _____
DAVID PLYLER, MAYOR**

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

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

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
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- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
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 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

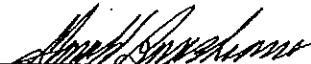
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

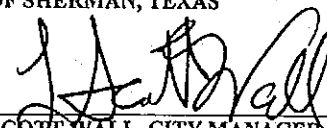
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



City Council Regular Meeting

Agenda Item No. G.26.

Meeting Date: 10/7/2024

Prepared By: Kim Hobbs, Quality Services Administrative Assistant

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7392**

Authorizing the Purchase of a New 2024 Ford F-450 Regular Cab from Rush Truck for the Distribution Services Department Center through BuyBoard

Issue:

To consider approval of a resolution to purchase a new 2024 Ford F-450 Regular Cab from Rush Truck Center through BuyBoard for use within the Distribution Services Department for the Lead and Copper Replacement project mandated by the Environmental Protection Agency (EPA).

Background:

The requested purchase will be used in the daily operations of the Distribution Services Department.

Origination:

Department of Public Works

Financial Consideration:

The new Ford F-450 will be purchased from Rush Truck Center for \$67,435.32 through BuyBoard. Funding for this purchase will be from the Fleet Replacement Fund.

Staff Recommendation:

It is recommended that staff be authorized to purchase a new F450 Ford Regular Cab from Rush Truck Center through BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments:

1. Resolution No. 7392
2. Rush Quote 2024 F450
3. BuyBoard Interlocal Participation Agreement

RESOLUTION NO. 7392

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2024 FORD F-450 FROM RUSH TRUCK FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH BUYBOARD; 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 from Rush Truck Center through BuyBoard a new 2024 Ford F-450 at a total price of Sixty Seven Thousand Four Hundred Thirty Five Dollars and Thirty Two Cents (\$67,435.32). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2024-2025 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 7th day of October 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

Customer Proposal Letter

City of Sherman
220 W Mulberry Street
Sherman 75090

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2024 Make Ford Model F-450 Stock # TBD Serial # TBD

Additional Vehicle Details: Buy Board Contract 724-23

2024 Ford F-450 Regular cab DRW XL Chassis - 7.3L Gas - Auto - 16500 GVWR - Back up camera - Power locks and Windows - White Ext - Vinyl Int- Equipped with 10'x96" Wide Platform Flatbed - 2 18"x18"x36" Underbody tool boxes - LED Lighting - Deliver to Sherman Included in Price

[illegible]

(New Truck For Lead / Copper Testing)

Sales Representative

Signature

Aaron Davis

Printed Name _____

Date _____

Purchaser

Signature _____

Printed Name / Title

Date _____

Accepted by Sales Manager
or General Manager

Signature

Printed Name _____

Date _____

Quote good until 8/17/2024

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is/are not in stock or a available within requested delivery schedule. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer and Dealer reserves the right to change Quotation Total to reflect any price increases from Manufacturer. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above Listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

⁽¹⁾ Includes subscription period for # of specified months. ⁽²⁾ Customer's use of RushCare Service is governed by the RushCare User Agreement located at <https://www.rushtruckcenters.com/rushcare-user-agreement>. ⁽³⁾ Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematics Service. ⁽⁴⁾ Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
 - a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

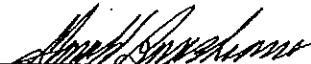
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

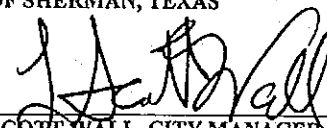
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



City Council Regular Meeting

Agenda Item No. G.27.

Meeting Date: 10/7/2024

Prepared By: Jimmy Mrozinski, Solid Waste Superintendent

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7393**

Authorizing the Purchase of a New Wilkens Transfer Trailer from Wilkens Industries, Inc. for the Solid Waste Department through the Buyboard

Issue:

To consider approval of a resolution to purchase a new Wilkens Transfer Trailer from Wilkens Industries, Inc. from the Buyboard purchasing cooperative for use within the Solid Waste Department.

Background:

The requested purchase is to replace Unit 667, a 2015 Wilkens Transfer Trailer.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system called the BuyBoard.

Origination:

Solid Waste Department

Financial Consideration:

The new Wilkens Transfer Trailer will be purchased from Wilkens Industries, Inc. for \$147,084.00 through the Buyboard. Funding for this purchase was approved in the fiscal year 2024-2025 budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Wilkens Transfer Trailer from Wilkens Industries, Inc. through the Buyboard.

Alternatives:

As may be recommended by the City Council.

Attachments:

1. Resolution No. 7393
2. Buyboard Agreement
3. Wilkens quote_Transfer Trailer

RESOLUTION NO. 7393

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW WILKENS TRANSFER TRAILER FROM WILKENS INDUSTRIES, INC. FOR THE SOLID WASTE DEPARTMENT THROUGH BUYBOARD; 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 from Wilkens Industries, Inc. through Buyboard a new Transfer Trailer at a total price of One Hundred Forty Seven Thousand and Eighty-Four Dollars and No Cents (\$147,084.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2024-2025 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 7th day of October 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
RYAN PITTMAN, CITY ATTORNEY

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

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 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

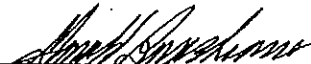
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5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

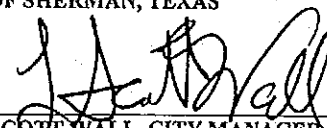
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



Morris, MN 56267 (320) 589-1971
1-800-833-6045
FAX: (320) 589-1974

BuyBoard Contract 686-22

Refuse and Recycle Bodies, Containers and Other Transport Bodies

(Contract expires 11/30/24)

Sales Quote

Firm	City of Sherman
Address	Solid Waste & Recycling
City, State, Zip	Sherman, TX
Contact	Jimmy Mrozinski

Date	03/19/2024
PO #	
Fax #	903-813-1635
Phone #	903-892-7261
Terms	Purchase order / net 10

Completion Date: 225 days

Transfer
inverter
to replace
667

F.E.T. Federal Excise Tax		+ \$	N/A
Freight & BuyBoard Fee		+ \$	Included
Other	20% Down Payment	- \$	29,716.80
Balance Due at delivery:		\$	117,667.20

The purchaser agrees to accept the equipment listed and described above, on arrival, and to pay therefore the total Cash Price (less any pre-payments theretofore made) or, balance to be payable as follows:

The purchaser further agrees:

1. That a service charge of 1-1/2% per month will be charged on all past due accounts with a \$1.00 minimum. This is an annual percentage rate of 18%.
2. *Special orders are non-cancelable and a minimum of 35% down payment is required on special designed trailer orders. That this document forms a legal and binding contract for both parties herein, undersigned. Any changes, additions, or deletions, must be in writing within 5 days form date accepted by Wilkens Industries, Inc.
3. Any regular orders requested to be cancelled will be subject to 20% of the sale price, service charge, and or the purchaser will forfeit their down payment whichever is greater. Any request to cancel an order shall be made in writing with a detailed explanation. Wilkens Industries, Inc shall have the final approval of a request for cancellation.

Signed By: [Signature]
Title: Sales
Date: 3/19/20

Accepted By: _____
 Title: _____
 Date: _____

in Tent sent 8/12/24 Page 156 of 832



City Council Regular Meeting

Agenda Item No. G.28.

Meeting Date: 10/7/2024

Prepared By: Kim Hobbs, Quality Services Administrative Assistant

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7394**

Authorizing the Purchase of a New Mclaughlin VX50-500 Vacuum Excavator Trailer from Vermeer for the Distribution Services Department through BuyBoard

Issue:

To consider approval of a resolution to purchase a new Mclaughlin VX50-500 Vacuum Excavator Trailer from Vermeer through BuyBoard for use within the Distribution Services Department for the Lead and Copper Replacement project mandated by the Environmental Protection Agency (EPA).

Background:

The requested purchase will be used in the daily operations of the Distribution Services Department.

Origination:

Department of Public Works

Financial Consideration:

The new Mclaughlin VX50-500 Vacuum Excavator Trailer will be purchased from Vermeer for \$126,947.56 through BuyBoard. Funding for this purchase will be from the Fleet Replacement Fund.

Staff Recommendation:

It is recommended that staff be authorized to purchase a new Mclaughlin VX50-500 Vacuum Excavator Trailer from Vermeer through BuyBoard.

Alternatives:

As may be recommended by the City Council

Attachments:

1. Resolution No. 7294
2. Vermeer Quote
3. BuyBoard Interlocal Participation Agreement

RESOLUTION NO. 7294

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW MCLAUGHLIN VX50-500 VACUUM EXCAVATOR TRAILER FROM VERMEER FOR THE DISTRIBUTION SERVICES DEPARTMENT THROUGH BUYBOARD; 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 from Vermeer through BuyBoard a new Mclaughlin VX50-500 Vacuum at a total price of One Hundred Twenty-Six Thousand Nine Hundred Forty Seven Dollars and Fifty Six Cents (\$126,947.56). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2024-2025 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 7th day of October 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



Vermeer Texas-Louisiana
3025 State Highway 161
Irving, TX 75062
Ph: (972) 255-3500
vermeertexas.com

Please remit to:
Vermeer Texas-Louisiana
PO Box 227283
Dallas, TX 75222-7283

Ship To: IN STORE PICKUP

Invoice To: CITY OF SHERMAN
ATTN: PURCHASING DEPT
PO BOX 1106
SHERMAN TX 75091-1106

Branch 01 - IRVING		
Date 09/04/2024	Time 8:52:45 (O)	Page 1
Account No SHERM003	Phone No 9038927206	Est No 02 Q07261
Ship Via		Purchase Order QUOTE
Tax ID No		
JARED DAVIS		Salesperson 145 / 536

EQUIPMENT QUOTE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 09/29/2024 Amount

MCLAUGHLIN VX50-500 with 49Hp tier4final Kubota Diesel 126947.56
1025Cfm @ 15" of mercury blower
500 gallon spoil tank
2) 125 gallon fresh water tanks
5.6 Gpm @ 3,000Psi water system with auto clutch
12,000Gvw trailer
LED trailer lights
3 stage filtration with cyclonic separator and 2 micron
poly filter
Cam-over full open external hydraulic door
In tank clean out system
Full debris tank electronic float shut down
Secondary ball float shut off
Lockable engine enclosure, and control box
Boom with hydraulic rotation
Reverse flow
22 gallon fuel tank
50' water hose with reel
2) 15'X4" vacuum hose
Rotary digging lance, 5' vacuum tool and wash wand
3" LED directional board
BuyBoard Contract 684-22

Authorization: _____

Subtotal: 126947.56
Quote Total: 126947.56

(New For Lead/Copper Testing)

Good for thirty (30) days from date of quote.

Thank You For Your Business!

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
 - a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

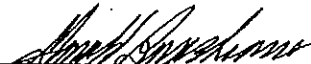
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

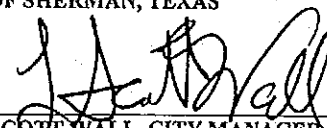
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



City Council Regular Meeting

Agenda Item No. G.29.

Meeting Date: 10/7/2024

Prepared By: Jimmy Mrozinski, Solid Waste Superintendent

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7395**

Authorizing the Purchase of a New Peterbilt Roll Off Truck from Rush Trucking Center - Austin for the Solid Waste Department through Buyboard

Issue:

To consider approval of a resolution to purchase a new Peterbilt Roll Off truck from Rush Trucking Center - Austin through Buyboard for use in the Solid Waste Department.

Background:

The requested purchase is to replace Unit 639, a 2007 Mack Roll Off.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system called the BuyBoard.

Origination:

Solid Waste Department

Financial Consideration:

The new Peterbilt Roll Off Truck will be purchased from Rush Trucking Center - Austin for \$278,063.00 through Buyboard. Funding for this purchase was approved in the fiscal year 2024-2025 budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase a new Peterbilt Roll Off Truck from Rush Trucking Center - Austin through Buyboard.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7395
2. Buyboard Agreement
3. Rush Trucking Center quote_Peterbilt Roll Off

RESOLUTION NO. 7395

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW PETERBILT ROLL OFF TRUCK FROM RUSH TRUCKING CENTER - AUSTIN FOR THE SOLID WASTE DEPARTMENT THROUGH BUYBOARD; 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 from Rush Trucking Center – Austin through Buyboard a new Peterbilt Roll Off Truck at a total price of Two Hundred Seventy Eight Thousand and Sixty-Three Dollars and No Cents (\$278,063.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman’s fiscal year 2024-2025 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 7th day of October 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
RYAN PITTMAN, CITY ATTORNEY

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

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WITNESSETH:

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GENERAL PROVISIONS

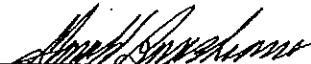
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10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

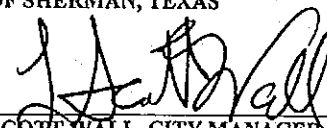
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



Rush Truck Center, Austin

16870 South IH 35

Buda, TX 78610

(512) 523-3200

Customer Proposal Letter

City of Sherman
811 S. East St.
Sherman 75091

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2025 Make Peterbilt Model 567 Stock # 1806432 Serial # 1NPCLP0X3SD752614

Additional Vehicle Details: BUYBOARD QUOTE, CONTRACT # 723-23 Includes: ROUSA Model HO 722 Roll Off Hoist, Pioneer RP 4500 Tarp System, Hot Shift PTO, Air Assist Bumper and Rear Axle Scale all supplied by BTE Body Company

Quantity		Total
Truck Price per Unit	\$ 278,063.00	\$ 278,063.00
F.E.T. (Factory & Dealer Paid)	\$ 0.00	
Net Sales Price	\$ 278,063.00	\$ 278,063.00
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	\$ 0.00	\$ 0.00
Total Sales Price	\$ 278,063.00	\$ 278,063.00
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	\$ 278,063.00	\$ 278,063.00

*2nd run
Peter Roll off
in trust sent
8/12
Replace 639*

Sales Representative

Signature

Patrick LeClaire

Printed Name

Date

Purchaser

Signature

Printed Name / Title

Date

Accepted by Sales Manager
or General Manager

Signature

Printed Name

Date

Quote good until 12/31/2024

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer and Dealer reserves the right to change Quotation Total to reflect any price increases from Manufacturer. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

⁽¹⁾ Includes subscription period for # of specified months. ⁽²⁾ Customer's use of RushCare Service is governed by the RushCare User Agreement located at <https://www.rushtruckcenters.com/rushcare-user-agreement>. ⁽³⁾ Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematics Service. ⁽⁴⁾ Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.



City Council Regular Meeting

Agenda Item No. G.30.

Meeting Date: 10/7/2024

Prepared By: Jimmy Mrozinski, Solid Waste Superintendent

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7396**

Authorizing the Purchase of a New Peterbilt Transfer Truck from Rush Trucking Center - Austin for the Solid Waste Department through Buyboard

Issue:

To consider approval of a resolution to purchase a new Peterbilt Transfer Truck from Rush Trucking Center - Austin through Buyboard for use within the Solid Waste Department

Background:

The requested purchase will replace Unit 657, a 2012 Peterbilt Transfer Truck.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system called the BuyBoard.

Origination:

Solid Waste Department

Financial Consideration:

The new Peterbilt Transfer Truck will be purchased from Rush Trucking Center - Austin for \$195,055.00 through the Buyboard. Funding for this purchase was approved in the fiscal year 2024-2025 budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Peterbilt Transfer Truck from Rush Trucking Center - Austin through Buyboard.

Alternatives:

As may be directed by the City Council.

Attachments:

1. Resolution No. 7396
2. Rush Trucking Center quote_Transfer Truck
3. Buyboard Agreement

RESOLUTION NO. 7396

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW PETERBILT TRANSFER TRUCK FROM RUSH TRUCKING CENTER - AUSTIN FOR THE SOLID WASTE DEPARTMENT THROUGH BUYBOARD; 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 from Rush Trucking Center – Austin through Buyboard a new Peterbilt Transfer Truck at a total price of One Hundred Ninety Five Thousand and Fifty-Five Dollars and No Cents (\$195,055.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman’s fiscal year 2024-2025 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 7th day of October 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

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

**BY: _____
DAVID PLYLER, MAYOR**

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

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



Rush Truck Center, Austin

16870 South IH 35

Buda, TX 78610

(512) 523-3200

Customer Proposal Letter

City of Sherman
811 S. East St.
Sherman 75091

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2025 Make Peterbilt Model 567 Stock # TBD Serial # TBD

Additional Vehicle Details: BUY BOARD CONTRACT # 723-23 Includes Wet Kit supplied by BTE Body Company

Quantity		Total
Truck Price per Unit	\$ 195,055.00	\$ 195,055.00
F.E.T. (Factory & Dealer Paid)	\$ 0.00	
Net Sales Price	\$ 195,055.00	\$ 195,055.00
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	\$ 0.00	\$ 0.00
Total Sales Price	\$ 195,055.00	\$ 195,055.00
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	\$ 195,055.00	\$ 195,055.00

Transfer
Truck to
Rupace 657

Sales Representative

Signature

Patrick LeClaire

Printed Name

Date

Purchaser

Signature

Printed Name / Title

Date

Accepted by Sales Manager
or General Manager

Signature

Printed Name

Date

Quote good until 12/31/2024

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer and Dealer reserves the right to change Quotation Total to reflect any price increases from Manufacturer. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

⁽¹⁾ Includes subscription period for # of specified months. ⁽²⁾ Customer's use of RushCare Service is governed by the RushCare User Agreement located at <https://www.rushtruckcenters.com/rushcare-user-agreement> ⁽³⁾ Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematics Service. ⁽⁴⁾ Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.

RECEIVED JUN 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT RECEIVED JUN 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. Term. The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. Termination.
 - a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
 - b. By the Cooperative. The Cooperative may terminate this Agreement by:
 1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
 2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

- c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.
4. **Payments.**
 - a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
 - b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

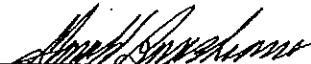
1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

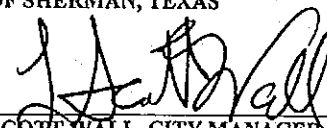
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



City Council Regular Meeting

Agenda Item No. G.31.

Meeting Date: 10/7/2024

Prepared By: Jimmy Mrozinski, Solid Waste Superintendent

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7397**

Authorizing the Purchase of a New Kenworth Roll Off Truck from MHC Kenworth - Dallas for the Solid Waste Department through Buyboard

Issue:

To consider approval of a resolution to purchase a new Kenworth Roll Off Truck from MHC Kenworth - Dallas through Buyboard for use within the Solid Waste Department.

Background:

The requested purchase will be a new addition to the Solid Waste Department, as increasing demand requires expansion of the existing Solid Waste fleet.

The Texas Local Government Purchasing Cooperative was created to increase the purchasing power of government entities and to simplify their purchasing by using a customized electronic purchasing system called the BuyBoard.

Origination:

Solid Waste Department

Financial Consideration:

The new Kenworth Roll Off Truck will be purchased from MHC Kenworth - Dallas for \$303,414.31 through Buyboard. Funding for this purchase was approved in the fiscal year 2024-2025 budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase a new Kenworth Roll Off Truck from MHC Kenworth - Dallas through Buyboard.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7397
2. Buyboard Agreement
3. MHC Kenworth quote_Roll Off Truck

RESOLUTION NO. 7397

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW KENWORTH ROLL OFF TRUCK FROM MHC KENWORTH - DALLAS FOR THE SOLID WASTE DEPARTMENT THROUGH BUYBOARD; 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 from MHC Kenworth - Dallas through Buyboard a new Kenworth Roll Off Truck at a total price of Three Hundred Three Thousand and Four Hundred Fourteen Dollars and Thirty-One Cents (\$303,414.31). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2024-2025 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 7th day of October 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
RYAN PITTMAN, CITY ATTORNEY

RECEIVED JUN 15 2002

YOUR COPY

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for the
Texas Local Government Purchasing Cooperative

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WITNESSETH:

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7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

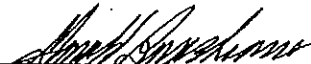
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7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
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10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

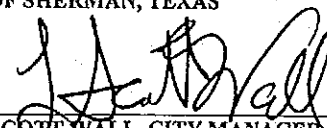
TO BE COMPLETED BY THE COOPERATIVE:

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By:  Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By:  Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name: MARYANN WINKLER
Address: 405 N. RUSK STREET
SHERMAN, TEXAS 75090
Phone: (903) 892-7285
Fax: (903) 891-0255
Email: PURCH@TEXOMA.NET



TEXAS KENWORTH CO, LLC ("Dealer")

doing business as: MHC KENWORTH - DALLAS

NEW TRUCK ORDER

DALLAS, TX 75247
4040 IRVING BLVD
1-214-920-7300

PURCHASER			ADDRESS				
City of Sherman			PO Box 1106				
BUSINESS PHONE	OTHER PHONE		CITY	STATE	ZIP CODE	COUNTY	DATE
903-892-7309	903-891-0255		Sherman	TX	75091-1106	GRAYSON	09/29/2023
QUANTITY	YEAR	MAKE	MODEL	BODY TYPE		SALESPERSON	
1	2024	KW	T880			EARL TUCKER	
STOCK NUMBER		COLOR	TO BE DELIVERED ON OR ABOUT			FINANCIAL SOURCE	
			02/20/2024			Cash	
SERIAL NUMBERS							
PRICE OF VEHICLE(s) INCLUDING FET						\$303,119.31	
Price includes Gal Fab Roll Off							

*Roll off
Additions to
Fleet*

TRADE TERMS AGREEMENT APPLICABLE ☒ YES

NOTE: If vehicle(s) are not funded within 15 days of truck receipt date at the dealer, customer will be charged a per diem amount per unit until units are fully funded. Customer has 60 days from delivery date of the truck to return and have any add-ons listed on the sales order completed.

DESCRIPTION OF TRADE-IN OR TRADE ATTACHMENT			
YEAR	MAKE	MODEL	SUBTOTAL \$303,119.31
			BUSINESS TAX
SERIAL NUMBER	MILEAGE		SALES TAX
			VIT TAX
BALANCE OWED TO	TRADE DIFFERENCE		DOCUMENTATION FEE \$295.00
			REGISTRATION FEES
A DOCUMENTARY FEE IS NOT AN OFFICAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED \$50 (FOR A MOTOR VEHICLE CONTRACT OR A REASONABLE AMOUNT AGREED TO BY PARTIES FOR A HEAVY COMMERCIAL VEHICLE CONTRACT). THIS NOTICE IS REQUIRED BY LAW.			TOTAL DELIVERED PRICE \$303,414.31
			LESS: TRADE-IN ALLOWANCE
			LESS: BALANCE OWED ON TRADE-IN
			TRADE-IN EQUITY
			LESS: CASH DEPOSIT SUBMITTED WITH ORDER
PURCHASER'S CERTIFICATION			CASH DUE ON DELIVERY (Includes above Taxes, but may not be inclusive of all Applicable Taxes)
Purchaser and the person signing this Order on behalf of Purchaser hereby certify that:			UNPAID BALANCE (Amount to be Separately Financed by Purchaser) Due in Cash on Delivery \$303,414.31
1. Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed the terms and conditions printed on the front and reverse side hereof, and agree to be bound thereby. The terms and conditions printed on the front and reverse side hereof represent the entire and integrated agreement between the parties relating to the purchase and sale of the Vehicle and cancels and supersedes prior negotiations, representations or agreements, either written or oral.			READ ALL PAGES OF THIS ORDER
2. Purchaser and the person signing this Order on behalf of Purchaser have Carefully reviewed this Order and fully understand that the Vehicle listed above will be equipped only with the optional equipment specifically listed on the face of this Order plus all standard equipment as designated by the manufacturer at the time of delivery.			THE TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS ORDER.
3. The person signing this Order on behalf of Purchaser is of legal age to execute binding contracts in this State. The person signing this Order on behalf of Purchaser has the authority and has been duly authorized to sign this Order on behalf of the Purchaser.			THIS ORDER IS NOT VALID UNLESS SIGNED BY AND ACCEPTED BY AN AUTHORIZED MANAGER OF DEALER.
			THE PRICE OF THIS VEHICLE DOES NOT INCLUDE ANY APPLICABLE TAXES, WHICH ARE THE RESPONSIBILITY OF PURCHASER AS SET FORTH ON ALL PAGES HEREOF.
			ANY TAXES DISPLAYED ON THIS TRUCK ORDER ARE ESTIMATED. ACTUAL TAXES, AS APPLICABLE, WILL BE INVOICED TO THE PURCHASER AT THE PREVAILING TAX RATES AVAILABLE AT TIME OF VEHICLE INVOICE.
			ANY DELIVERY DATES INDICATED ON THIS ORDER ARE ESTIMATES AND SUBJECT TO THE MANUFACTURERS' PRODUCTION SCHEDULE AND FINAL APPROVAL.

**THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES
TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS AGREEMENT**

SIGNED (AUTHORIZED REPRESENTATIVE OF PURCHASER):	DATE	ACCEPTED BY DEALER	DATE
--	------	--------------------	------

(60-248459-393876)

TRCK-SALE-WI-4.3-02-A (REV 05/13)

original Roll off

Customer Initials _____

MHCUDI795000



City Council Regular Meeting

Agenda Item No. G.32.

Meeting Date: 10/7/2024

Prepared By: Shawn Hackworth, IT Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7398**

Authorizing Execution of Purchase with SoftwareOne for Annual Renewal of Microsoft Enterprise Agreement for Licenses including Office 365 and SQL Server through TIPS Purchasing Cooperative Contract

Issue:

Renewing Microsoft EA for Licensing

Background:

Annual renewal for Microsoft products and licenses.

Origination:

Information Technology Department

Financial Consideration:

Funds are budgeted in FY 24-25. Cost for renewal is \$213,288.46.

Staff Recommendation:

Approve resolution

Alternatives:

None

Attachments:

1. Resolution No 7398
2. Quote US-QUO-1191846

RESOLUTION NO. 7398

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF PURCHASE WITH SOFTWAREONE, INC FOR ANNUAL RENEWAL OF MICROSOFT ENTERPRISE AGREEMENT FOR LICENSES INCLUDING OFFICE 365 AND SQL SERVER THROUGH TIPS PURCHASING COOPERATIVE CONTRACT; 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 documents being properly completed and approved as to form and content by the City Attorney, to execute the purchase with SoftwareOne, Inc for annual renewal of Microsoft enterprise agreement through TIPS Contract 210101, in the same or substantially same form as the contract documents to be 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, TEXAS on this the 7th day of October 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

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

**BY: _____
DAVID PLYLER, MAYOR**

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

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



City of Sherman
Shawn Hackworth
PO Box 1106
SHERMAN, TX 75091

Date	09/23/2024
Customer No.	US-SCU-148247
External Document No.	TIPS 210101
Your Reference	EA Renewal (OG)
Account Manager	Phillip Bushman
Your Contact Person	GOV US
E-Mail	gov.us@softwareone.com
Our Tax ID	39-1501504

Quote US-QUO-1191846

Invoice Address

City of Sherman
PO Box 1106
SHERMAN, TX 75091

Shipping Address

City of Sherman
PO Box 1106
SHERMAN, TX 75091

License Address

City of Sherman
PO Box 1106
SHERMAN, TX 75091

info@cityofsherman.com

Pos.	No.	Description			Start Date	Version				Amount
		Manufacturer	Disc-Lev.	Format	End Date	OS	Lic. Model	Lic. Metrics	Qty.	Unit Price Sales Tax (USD)
		Contract TIPS 210101 Renewal from EA 89476629 Coverage 11.01.2024 - 10.31.2027 Year 1								
10	3KS-00001	O365 F3 GCC Sub Per User			09/23/2024	NON-SPEC/AL				
		Government Monthly Subscription Add Prod				Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G				100	38.76 0.00 3,876.00
20	7MS-00001	Project P3 GCC Sub Per User				NON-SPEC/AL				
		Government Monthly Subscription Add Prod				Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G				5	286.68 0.00 1,433.40
30	7NQ-00292	SQL Server Standard Core 2 Lic Core Lic				NON-SPEC/AL				
		Government 1 Year SA Add Prod				Non-Specific				
		Microsoft	LEVEL D	MNT	IEA ADD G				17	670.46 0.00 11,397.82
40	AAD-34704	M365 G3 Unified FUSL GCC Sub Per User				NON-SPEC/AL				
		Government Monthly Subscription Add Prod				Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G				280	403.92 0.00 113,097.60

SoftwareOne, Inc.

320 E Buffalo St, Suite 200
Milwaukee, WI 53202
USA

Phone: +800 444 9890
Fax: +262 317 5554
Email: info.us@softwareone.com
Web: www.softwareone.com



Quote US-QUO-1191846

Pos.	No.	Description				Start Date	Version	Qty.	Unit Price	Sales Tax	Amount
		Manufacturer	Disc-Lev.	Format	End Date	OS	Lic. Model				
50	AAD-63092	M365 F3 Unified GCC Sub Per User					NON-SPEC/AL				
		Government Monthly Subscription					Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G			237	87.72	0.00	20,789.64
60	NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on					NON-SPEC/AL				
		Monthly Subscription					Non-Specific				
		Microsoft	LEVEL D	SUB	IEA			617	0.00	0.00	0.00
70	P3U-00001	VisioPlan2GCC ShrdSvr ALNG SubsVL MVL PerUsr					NON-SPEC/AL				
		Government Monthly Subscription Add Prod					Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G			7	143.88	0.00	1,007.16
80	918-00004	M365 F5 Security GCC Sub Add-on					NON-SPEC/AL				
		Monthly Subscription					Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G			237	87.72	0.00	20,789.64
90	8ZZ-00001	M365 G5 Security GCC Sub Per User					NON-SPEC/AL				
		Government Monthly Subscription Add Prod					Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G			280	134.64	0.00	37,699.20
100	AAL-45735	M365 G5 GCC Sub Per User					NON-SPEC/AL				
		Government Monthly Subscription Add Prod					Non-Specific				
		Microsoft	LEVEL D	SUB	IEA ADD G			5	639.60	0.00	3,198.00
							Total USD excl. Tax				213,288.46
							Tax				0.00
							Total USD incl. Tax				213,288.46

Thank you for your request for quote.
This offer is non-binding. Prices are subject to change if supplier prices or currency values fluctuate.

Unless customer & SoftwareONE have executed a reseller agreement, customer hereby agrees that by placing an order with SoftwareONE customer will be bound by SoftwareONE's terms & conditions, located at www.softwareone.com, and the placement of your order represents your agreement thereto. If Customer is required by law to withhold any tax from amount payable, the amount payable will be increased so that after making all required withholdings, SoftwareONE receives equal to the amount it would have received had no such withholdings been made.

Payment Terms 30 Days net
Shipping Method Electronic Software Delivery
Quote valid until 09/30/2024

Prices are based on 30 Days net, FOB SoftwareONE. Shipping and Handling and applicable Sales Tax are additional. Once SoftwareONE places an order is placed with a Licensor, Customer's order will be binding and non-cancelable, except as otherwise provided by the Licensor's Return Policies.
CONFIDENTIAL INFORMATION: This Quote, and any attachment is intended only for the person or entity to which it is addressed, and contains confidential and/or privileged information. Any review, retransmission, dissemination or other use of this information to persons or entities other than the intended recipient is prohibited.
View or place within PyraCloud: <https://v1.client.softwareone.com/portal/Quotes/DocumentDetail/US/US-QUO-1191846>

SoftwareOne, Inc.

320 E Buffalo St, Suite 200
Milwaukee, WI 53202
USA
Phone: +800 444 9890
Fax: +262 317 5554
Email: info.us@softwareone.com
Web: www.softwareone.com



City Council Regular Meeting

Agenda Item No. G.33.

Meeting Date: 10/7/2024

Prepared By: Nate Strauch, Community and Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7399**

Authorizing Execution of an Agreement with Knight Furniture Co Inc Under the City of Sherman's Downtown Building Improvement Grant Program for Renovations at 108 W Lamar Street

Issue:

Authorizing Execution of an Agreement with Knight Furniture Co Inc Under the City of Sherman's Downtown Building Improvement Grant Program for Renovations at 108 W Lamar Street

Background:

The Downtown Building Improvement Grant is designed to stimulate substantial, visible, and permanent improvements to historically significant buildings and to spur interest in vacant and underutilized buildings of historical value in the downtown TIRZ. Grants under the program are awarded at the City Council's sole discretion, in the maximum amount of \$50,000 per project, per year.

This application is for improvements to the structure built prior to 1900, currently addressed as 108 W Lamar Street. The qualified costs for renovation work are approximately \$184,000.

Origination:

Application

Financial Consideration:

This project qualifies for a matching grant in the amount of \$46,000.

Staff Recommendation:

It is recommended the Council approve the proposed incentive agreement.

Alternatives:

As directed by Council.

Attachments:

1. Resolution No. 7399 - DBIG Knight 108 W. Lamar
2. Application

RESOLUTION NO. 7399

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH KNIGHT FURNITURE CO INC UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR RENOVATIONS AT 108 W. LAMAR STREET; 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 agreement with Knight Furniture Co Inc for improvements to 108 W. Lamar Street under the City of Sherman's Downtown Building Improvement Grant Program, 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 7th day of October 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**

Downtown Building Improvement Grant Application and Agreement

The information requested below will be used to process your application under the terms and conditions of the City of Sherman's Downtown Building Improvement Grant. All grant applications must include pictures of the current building, designs or renderings of the finished product, and historical pictures, if available.

I. Applicant Information

1. Applicant(s) name: KNIGHT FURNITURE CO INC
Mailing address: 108 W. Lamar
City: Sherman State: TX Zip: 75090
2. Applicant's daytime telephone number: 903-893-9484
E-mail address: joey@knightfurniture.com
3. Status of applicant (please check one)
☐ Property owner with vacant facility
☐ Property owner with tenant business
☒ Property owner/operator of existing business on property
☐ Property tenant with property owner consent
☐ Property deed, lease, or other document evidencing applicant's status
5. Length of ownership/ lease: 100+ years
Date purchased/ leased: n/a

II. Property Information

1. Address of property to be improved: 108 W. Lamar, Sherman TX 75090
2. Legal description of subject property:
OTP SHERMAN, BLOCK 7, LOT 4, N 100' OF E/2 5 & N 100' 6, 150 X 150(C) IRR 18750 SF,
ACRES .4304
3. Grayson County Tax Assessor Parcel Number(s):
163625
4. Year built: late 1800's Square footage: 57,360
(Eligible buildings must be at least 50 years of age.)
6. What are the current types of businesses or other uses occupying the building?
Furniture and mattress retail
7. Name and phone number of tenant(s), if applicable: Knight Furniture and Mattress

(Attach additional names/numbers, if needed)

8. Use of building after construction: Furniture and mattress retail
9. Number of parking spaces provided: n/a Proposed: n/a Total: n/a
10. Current zoning: commercial
11. Is a zoning amendment required? Yes No X

III. Project Description

1. Description of Proposed Improvements. Please provide a detailed description of your proposed improvements. Attach a copy of your architectural or design plans.

Description: We are replacing the roof and bringing it to current building code standards. This will help ensure longevity of the building by reducing deterioration of the walls and structure.

☐ **Designs Attached**

☐ **"Before" Picture(s) Attached**

2. How many jobs will be **retained** once the project is completed?

13 Full-time positions

2 Part-time positions

3. How many **new positions** will result from this project?

n/a Full-time positions

n/a Part-time positions

IV. Work Estimates

Please attach a minimum of two (2) independent contractor estimates for the proposed improvements. Please note that grant funding shall be based on the lowest bid. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements.

1. Name/Company and Phone Number of Preferred Contractor:
Trock Roofing and Contracting, 108 E Houston, Ste 200, Sherman TX 75090, 903-271-3104

Amount: \$184,000.00

2. Name/Company and Phone Number of Second Contractor:
d2 Built, 1200 N. East St, Sherman TX 75090, 940-289-0200

Amount: \$198,000.00

3. Additional Estimates/Comments: (Please attach additional quotes, as required)

4. Total estimated costs of your improvements: \$184,000.00

5. Estimated completion date for your improvements? As soon as possible

VI. Agreement of Applicant and Property Owner

I/We, _____, of the City of Sherman, County of Grayson, State of Texas, declare under penalty of perjury that the information contained in this application is true and correct and that the information contained in the documents that accompany this application is true, correct, and complete. I/We certify and warrant that the proposed work described in this Application meets the eligibility requirements of the City of Sherman Downtown Building Improvement Grant Program. In exchange for the City of Sherman's consideration of this application, I/We hereby agree to the following:

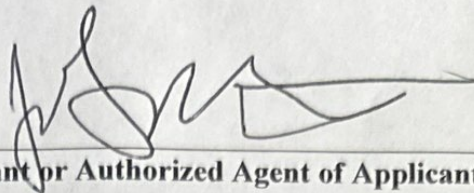
I/We hereby authorize City of Sherman employees and agents to perform inspections of my/our property if granted funds under the City of Sherman Downtown Building Improvement Grant Program, both before and during the work for which funds are granted under this Program and after completion of the work to ensure compliance with the terms and conditions of the Program and all other applicable ordinances and other laws.

I/We acknowledge that any work carried out prior to written confirmation of grant approval may not be eligible for reimbursement.

I/We acknowledge receiving, understanding, and accepting the terms and conditions of the City of Sherman Downtown Building Improvement Grant Program, and agree to fully comply with the same along with all other applicable ordinances and other laws, all of which are incorporated herein by reference, if granted funds under the Program. I agree that the City of Sherman is entitled to the immediate return or reimbursement of any and all funds paid to the Applicant or other persons under the Program, plus interest and collection costs, in the event the Applicant fails to complete the work for which the grant was approved or otherwise fails to comply with all applicable Program guidelines and requirements, ordinances and other laws. I/We Applicants further acknowledge and agree that, if funds provided by the City to the Applicant under the Program are determined at any time not to comply with applicable state laws relating to the authorized uses of such funds, all funds paid to the Applicant or other persons under the Program shall be immediately returned or reimbursed to the City.

Chapter 2264 Certification: Pursuant to Chapter 2264 of the Texas Local Government Code, I/We hereby certifies that the Applicant's business, or a branch, division, or department of the Applicant's business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving this grant from the City of Sherman, Applicant, or a branch, division, or department of Applicant's business, is convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the grant with interest, at the rate and according to the terms provided by this Agreement under Section 2264.053 of the Texas Local Government Code, not later than the 120th day after the date the Applicant is notified of the violation. I/We agree that this document serves as an agreement under Chapter 380 of the Texas Local Government Code.

I/We agree to indemnify, release, defend and hold harmless the City of Sherman and its officers, employees and agents, from and against all claims, losses, liabilities, damages, suits, actions, or proceedings asserted or brought by any person, including Applicant and the property owner and their respective officers, employees, agents, contractors, and subcontractors, arising out of personal injury, death or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder.



Applicant or Authorized Agent of Applicant

Property Owner (if different from Applicant)
or Authorized Agent of Property Owner

VII. Consent of the Owner to the Use and Disclosure of Information

I/We, _____, am the owner of the land that is the subject of this Application, and I/we authorize and consent to the use by or the disclosure to any person or public body, including the City of Sherman, of any personal or other information that is collected for the purposes of processing this application and administering the grant program. *(Note: Information provided in this application will become a public record, subject to disclosure under the Texas Public Information Act and/or Texas Open Meetings Act.)*

Date

Signature of Owner(s)

**Bill To**

Knight Furniture
108 W Lamar Street
Sherman, Texas 75090

T Rock Roofing & Contracting

108 E. Houston St., Suite 200
Sherman, TX 75090
Phone: (903) 271-3104
Email: bcrouse@trockcontracting.com

Payment terms Due upon receipt
Invoice # 2941
Date 06/05/2024

Description	Total
Roof Replacement	\$184,000.00
Approximately 11,500 square feet + 430 linear feet of TPO parapet wall and coping cap	
Remove existing roof system - Existing TPO and thermal bubble foil vapor barrier on roof surface and parapet walls	
Remove clay tile coping cap on parapet walls	
Installation:	
DensDeck on all parapet walls	
Anchored cleats on parapet walls	
Standing seam metal coping cap	
2 layers of 2in insulation board anchored to new decking	
Fully adhered 60 mil GAF TPO	
New scuppers	
New collector heads and downspouts	
New pitch pans, pipe jacks, and drains	
- Detaching and resetting A/C units	
*3 story install	

Subtotal	\$184,000.00
Total	\$184,000.00

**Proposal 354-1**

Issue Date September 4, 2024

Expires October 4, 2024

PREPARED BY**Laura Hicks**

d2 Builders, LP

laura@d2built.com

1200 N East St, Sherman, TX 75090, USA

PREPARED FOR**Joey Gunn**

Knight Furniture

108 W Lamar St, Sherman, TX 75090, USA

PROPOSAL DETAILS**108 W Lamar St, Sherman, TX 75090, USA****DESCRIPTION****TOTAL****Roofing****\$201,250.00**

Remove and dispose of existing roofing materials.

Install new roof ~11,600 sq ft.

Install roof board and anchors on all parapet walls (approx 440 LF).

Install 60 mil thermoplastic polyolefin membrane.

Install new scuppers, pipe jacks, collector heads and downspouts for proper drainage.

TOTAL**\$201,250.00**



City Council Regular Meeting

Agenda Item No. G.34.

Meeting Date: 10/7/2024

Prepared By: Nate Strauch, Community and Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7400**

Authorizing Execution of a Chapter 380 Grant Agreement with Ash & Barrel LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

Issue:

Authorizing Execution of a Chapter 380 Grant Agreement with Ash & Barrel LLC for the Grant of Incentives Pursuant to Chapter 380 of the Texas Local Government Code under the City's Main Street Reimbursement Program

Background:

Chapter 380 of the Texas Local Government Code permits the City to establish and administer one or more programs to promote state or local economic development and to stimulate business and commercial activity within its city limits. At the August 7, 2023, meeting, the City Council adopted Resolution No. 7111 and approved a new Main Street Reimbursement Program and Application, which is intended to promote broad-based, high-quality development to enhance the quality of life for our citizens and other stakeholders. The program provides for a cash grant in the form of local sales tax reimbursements to qualifying businesses.

This agreement lays out the incentives offered to this business via a Chapter 380 Agreement, which involves a cash grant equivalent to fifty percent (50%) of the City's portion of sales taxes collected from the business over a five-year period. The Sherman Economic Development Corporation is not a party to this agreement, so their portion of local sales taxes (3/8 of one cent) is excluded from this grant incentive.

Origination:

Application

Financial Consideration:

Sales tax numbers are confidential and reimbursements will fluctuate, depending on annual taxable sales. The total amount awarded over 5 years will not exceed \$250,000

Staff Recommendation:

It is recommended that the City Council approve the proposed incentive agreement.

Alternatives:

As directed by council.

Attachments:

1. Resolution No. 7400
2. Application

RESOLUTION NO. 7400

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CHAPTER 380 GRANT AGREEMENT WITH ASH & BARRELL LLC FOR THE GRANT OF INCENTIVES PURSUANT TO CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THE CITY'S MAIN STREET REIMBURSEMENT PROGRAM; 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, Chapter 380 of the Texas Local Government Code permits the City to establish and administer one or more programs to promote state or local economic development and to stimulate business and commercial activity within its city limits; and

WHEREAS, at the August 7, 2023 meeting, the City Council of the City of Sherman, Texas approved Resolution No. 7111, approving a new Main Street Reimbursement Program to promote economic development in the City downtown area; and

WHEREAS, the application received Ash & Barrell LLC meets the guidelines and criteria adopted for the City's Main Street Reimbursement Program.

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

SECTION 1. That the City Manager is hereby authorized and directed, subject to receipt of a fully-executed agreement from Ash & Barrell LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Chapter 380 Agreement with Ash & Barrell LLC for the grant of incentives pursuant to Chapter 380 of the Texas Local Government Code, under the Main Street Reimbursement Program, in the same or substantially same form as the contract documents to be attached hereto and made a part hereof for all purposes.

SECTION 2. That it is 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 7th day of October 2024.

CITY OF SHERMAN, TEXAS

BY:

DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
ABERNATHY, ROEDER, BOYD &
HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Subject: Online Form Submittal: Main Street Reimbursement Program
Date: Friday, August 30, 2024 at 3:32:54 PM Central Daylight Time
From: noreply@civicplus.com
To: Strauch, Nate, McRae, Sarah, Tilley, Whitney

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

Main Street Reimbursement Program

Main Street Reimbursement Program Application

This application is to enroll an eligible business into the City of Sherman's Main Street Reimbursement Program, designed to elevate and assist those businesses which choose to locate within the City's [Downtown Overlay District](#).

Approved applicants are eligible for up to 5 yearly grants equal to the City's annual net receipts from the State of Texas' collection of the one percent (1%) general sales and use tax generated by the business.

New businesses are eligible to receive annual stipends beginning with the month-of-issuance of the business's Certificate of Occupancy. The 60 months (5 years) after the certificate is issued are eligible for rebate, so long as the business remains in legal operation as of January 1st of each year. Partial-year reimbursements will not be issued to businesses that cease operation prior to the expiration of their eligibility.

Existing businesses may apply to receive reimbursements retroactive to January 1st, 2022 - or the date of issuance of the Certificate, if it is later - and continuing for 5 years thereafter.

Name of Business	Ash & Barrel LLC
------------------	------------------

Name of Company (if different than business name)	<i>Field not completed.</i>
---	-----------------------------

Texas Tax ID Number	92-0755314
---------------------	------------

Business Address	120 S Crockett Sherman TX 75090
------------------	---------------------------------

Name of Person Applying	Michael Smith
-------------------------	---------------

Telephone Number	469-360-2997
------------------	--------------

Email Address	
---------------	--

MSmith72@gmail.com

(Section Break)

Business Square Footage	<i>Field not completed.</i>
-------------------------	-----------------------------

Own or lease?	<i>Field not completed.</i>
---------------	-----------------------------

If leased, when does the lease come up for renewal?	<i>Field not completed.</i>
---	-----------------------------

Date Certificate of Occupancy Was Granted	5/12/2023
---	-----------

If this is an existing business, was the business in legal operation in Downtown Sherman on October 31, 2021?	No
---	----

Business description	<i>Field not completed.</i>
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City Council Regular Meeting

Agenda Item No. G.35.

Meeting Date: 10/7/2024

Prepared By: Shawn Hackworth, IT Manager

Approved By: Teri Fine, Assistant to the City Manager

Caption:

*** RESOLUTION NO. 7401**

Authorizing the Execution of a Contract from SpectrumVoip through Buyboard Buyboard Co-op #498-15 to Provide City Telephone Service using SpectrumVoip Cloud Based Phone System.

Issue:

Replacing on premise antiquated phone system with cloud supported VOIP and contact center system.

Background:

City's current phone system is aging, and maintenance cost have increased substantially. Migration to a cloud provider for voice service will offer the city improvements to resiliency and increased capability.

Origination:

Information Technology Department

Financial Consideration:

Funds are budgeted in current fiscal year. Monthly recurring expense is \$6102.94 with a term of 60 months.

Staff Recommendation:

Staff recommends approval of this item

Alternatives:

Attachments:

1. Resolution No
2. SpectrumVoip Agreement
3. Letter of Authorization to allow Number Porting
4. Doc Package including Leasing

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH SPECTRUMVOIP FOR PHONE AND TELECOMMUNICATION 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 an Agreement with SpectrumVoip for phone and telecommunication services, 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_____ day of_____, 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: _____
NAME: _____
CITY ATTORNEY

AGREEMENT FOR VOIP PLATFORM SERVICES

The **City of Sherman, Texas**, a home-rule municipality ("City"), and **SpectrumVoIP, Inc.**, a Texas corporation ("Contractor"), hereby enter into this Agreement for VoIP Platform Services ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, pursuant to Section 791.001, *et seq.*, of the Texas Government Code, Sherman located Contractor through an interlocal cooperation contract with Buyboard, Contract # 498-15, which satisfies Sherman's statutory procurement requirements, and a copy of that contract is on file with Sherman purchasing division; and

WHEREAS, Contractor submitted a quote for VoIP Platform Services, which is attached hereto as Exhibit A and incorporated herein by reference for all purposes ("Quote"); and

WHEREAS, based on Contractor's representations set forth in the Quote, Sherman has selected Contractor to provide the services sought by Sherman under the terms and conditions of this Agreement (the "Project").

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

1. Scope of Services.

Contractor shall provide the services, equipment, supplies and deliverables that are described in the Quote on the terms and conditions set forth 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 five (5) years, commencing on the Effective Date (hereinafter defined) of this Agreement. City shall have the option to extend this Agreement for two (2) additional terms of one (1) year each 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 Documents, City agrees to pay Contractor in accordance with the Quote (Exhibit A). To the extent the terms of the Agreement Documents conflict with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, as amended ("Chapter 2251") or Subchapter I of Chapter 271 of the Texas Local Government Code, as amended ("Chapter 271"), the terms of Chapter 2251, Chapter 271 and the Agreement Documents shall control in that order.

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 only include the following documents, and this Agreement expressly incorporates only the same herein by reference for all purposes:

- A. This Agreement;
- B. Contractor’s Quote, attached hereto as Exhibit A;
- C. Affidavit of No Prohibited Interested, attached hereto as Exhibit B;
- D. Conflict of Interest Questionnaire, attached hereto as Exhibit C; and
- E. City’s Insurance Requirements as Exhibit D.

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

5. 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 D 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 D.

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 C and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit C 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 THE *AGREEMENT DOCUMENTS* (AS DEFINED ABOVE) AND/OR VOIP 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 immediately on breach of any term or provision of the Agreement Documents by Contractor if such breach is not cured within 5 days. 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 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.

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 with respect to only the *Agreement Documents* (as defined above). 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 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 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: SpectrumVoIP, Inc.
Attn: Jeff Wetter
7600 Windrose Ave., Ste. 350
Plano, TX 75024
Telephone: (469)429-2525
Email: jwetter@spectrumvoip.com

If to City, to: City of Sherman
Attn: _____
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) _____
Email: _____

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
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. Certifications Required by Texas Law.

In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2252 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that it is not engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared and maintained under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

31. 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 only 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 only this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

ATTEST:

APPROVED AS TO FORM:

Linda Ashby, City Clerk

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

SpectrumVoIP, Inc.
a __Texas Corporation__

By: _____
Printed Name: _____
Title: _____
Date: _____

Exhibit A
Quote

Exhibit B
Affidavit of No Prohibited Interest

Exhibit C
Conflict of Interest Questionnaire

Exhibit D
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

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

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

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

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

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

- ___ 4. Professional Liability
- Minimum \$1,000,000.00 each claim;
 - 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 B-1
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 _____, 2024.

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 _____, 2023.

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

Exhibit C-1
Conflict of Interest Questionnaire, Form CIQ

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



LETTER OF AUTHORIZATION (LOA)

Local Service Number Porting & Responsible Organization (RespOrg) Toll Free Number Porting

To transition your current telephone numbers to SpectrumVoIP, we must work with your current service provider to ensure that your service is uninterrupted, and that the numbers you designate below are properly transferred. This document authorizes SpectrumVoIP to request and receive from your existing provider

- 1) data and billing information (*including Customer Proprietary Network Information*);
- 2) a copy of your Customer Service Records (*CSR*) for the telephone numbers listed below including, but not limited to, any associated line features.

In signing below, you are selecting SpectrumVoIP as the preferred provider for the following service(s) for the telephone number(s) listed below

- ☒ Local Exchange Service (Local Service Only)
☒ Intra-LATA Service (Long Access Transport Area) (Long Distance Calls)
☒ International Service (Calling Outside the United States)
☒ Inter-LATA Service (Local Access Transport Area) (Calling outside your local long distance area)

This letter authorizes transfer of your service and the telephone numbers listed below to SpectrumVoIP, and the RespOrg Bandwidth.com (JYT01). Please ensure the following information is completed accurately, as listed with your current service provider. This will help prevent possible delays.

Current Carrier / RespOrg:

New RespOrg ID: Bandwidth.com/JYT01

Please complete the following information, per what is listed with your current carrier:

Company Name: _____
Service Address (not a PO Box): _____
Authorized User/Signer: _____
BTN (Billing Telephone Number): _____
Account Number: _____
PIN Number (if required or for wireless TN): _____

Telephone Number	Telephone Number	Telephone Number	Telephone Number

Printed Name (Please Print Clearly): _____

Authorized User Signature: _____

Title: _____

Date: _____

Important: Please do not place any new service orders with your current provider on these accounts, as this will delay porting your numbers. A bill copy which is less than 30 days old is required to complete the transfer of number(s). Please include a summary copy showing company name and the numbers owned.

CUSTOMER INFORMATION:

City of Sherman

LEGAL BUSINESS NAME

220 West Mulberry Street

ADDRESS

Sherman

CITY

TX

STATE

75090

ZIP CODE

Robby Hefton

CONTACT NAME

(903) 892-7206

BUSINESS PHONE NUMBER

CELL PHONE NUMBER

EMAIL ADDRESS

Same

SERVICE ADDRESS

TAX ID

PROVIDER INFORMATION:

SpectrumVoIP, Inc.

PROVIDER NAME

067DX

CODE

(972) 312-0388

PHONE NUMBER

PO Box 250588

ADDRESS

Plano

CITY

TX

STATE

75024

ZIP CODE

SCHEDULE OF PAYMENTS:

BASE MONTHLY PAYMENT \$ 6,070.50 FOR 60 MONTHS

(PLUS TAXES)

CO-OP 498-15
DESCRIPTION:

VoIP Seat Licenses

TERMS AND CONDITIONS

Terms and Conditions: In this agreement, the words "Provider", "I", "me", "my", "mine", "us", "we", "our" and "ours" mean SpectrumVoIP, Inc. and any assignee of any part or all of our interest in this Contract. The words "Customer", "you", "your" and "yours" mean the customer recited above and any personal guarantor recited below. A "seat" means a unique user license on our VoIP (Voice over Internet Protocol) platform.

License Agreement and Terms of Service: You agree and acknowledge that you are responsible for terminating any and all current obligations with existing providers prior to, or in conjunction with, entering into this SpectrumVoIP Commercial Seat License Agreement. This Commercial Seat License Agreement and the SpectrumVoIP, Inc. Terms of Service (found at <https://www.spectrumvoip.com/privacy-terms/#tos>) which Terms of Service are incorporated herein by reference as if stated in their entirety as terms of this Commercial Seat License Agreement.

Modification You agree and acknowledge that this Commercial Seat License Agreement, and Terms of Service and State and Local Government Addendum incorporated herein (collectively, the "Contract") contains the entire agreement between the parties regarding seat licenses and may not be amended, modified or changed except in writing by one of our executive officers. Payment Terms: As consideration for our making such payment, you agree to pay us by making the Payments as described above. You grant us a first priority security interest in, and assign, to us all assets and rights you have now or in the future under the Contract, as collateral for your obligations to us. You may not prepay any amount due hereunder unless previously agreed to by us in writing.

Default: You agree that if you fail to make any payment due under this Contract or breach any of the terms of any other agreement with us, you will be in default of this Contract. In the event of default, we may exercise all rights and remedies available at law, including, without limitation, acceleration of the remaining balance due under this Contract or any other agreement between you and us.

Late Payments & Fees: Any payment which is 30 days past due or more may have seat licenses suspended as determined in our sole and absolute discretion. To have your seat licenses reactivated you must tender all delinquent payments then due in addition to any additional charges due as required by the terms of this Contract. Any payment not received by the due date shall be considered late. If you pay late you agree to pay us a late charge equal to (i) the greater of 15% of the past due payment amount or \$25.00 or (ii) the highest lawful charge, whichever is less (which you agree is a reasonable estimate of the costs we incur relating to late payments and is not a penalty).

Acceptance of Commercial Seat License Agreement and Terms of Service: This is a binding contract. It cannot be canceled. Read it carefully before signing. If any of the terms, requirements and/or obligations imposed by this Contract are not fully understood, you should seek legal advice prior to executing.

Terms of Use: You hereby agree and acknowledge that the transaction contemplated by this Contract is solely for business and/or commercial purposes and none of the seat licenses contemplated to be provided herein by us will be for personal, family or household purposes.

Credit Reporting: You agree and acknowledge that we may report your performance of the terms of this Contract to any national credit bureau and unconditionally authorize us to request and/or access business and consumer credit bureau reports for credit and collection purposes.

Choice of Law: You agree to perform additional acts we may request to protect our interests arising under the terms of this Contract. You unconditionally agree and acknowledge that this Contract shall be governed by the laws of Texas without regard to principles or conflict of laws.

Any legal action related, in any way, to the subject matter of this Contract may only be brought in the state or federal court located in Grayson County, Texas. You hereby knowingly and intentionally waive any and all objection(s) to forum or venue and agree to accept service of process at your billing address as recited above. You further hereby knowingly and intentionally waive, insofar as permitted by applicable law, any right to trial by jury of any and all claims and/or disputes related to this Contract.

Assignment: You understand and agree that following your execution of this agreement we may assign our rights under this agreement to a third party financing company (an, "assignee"), who will take assignment of all of our rights but none of our obligations, which remain with us. You agree that upon the written instruction of an assignee, payments are to be made to the applicable assignee and that you shall comply with such instructions, provided that you shall only look to us for any obligation hereunder. You agree that you shall have no right of set-off, for any reason, with respect to amounts payable hereunder to assignee or any subsequent assignees. An assignee and its subsequent assignees (if any) will have no obligations to you, and you shall not assert against assignee or its subsequent assignees any claim, offset or defense assertable against us or anyone else and shall timely pay assignee or its subsequent assignees as and when due.

Commencement and Manner of Execution: This Contract may be executed, communicated and retained electronically pursuant to the Electronic Signatures in Global and National Commerce Act. A facsimile or other electronic version of this Contract shall be admissible to the same extent as an original in any proceeding in which it must be produced. Any officer/owner/partner executing this document hereby affirms that all your shareholders/owners/partners have been identified to us in writing and authorization to undertake the transaction(s) contemplated herein has been duly approved or given.

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

DATE

SPECTRUMVOIP, INC AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

DATE

GUARANTOR #1

DATE



Request For Insurance Certificate

(PLEASE FORWARD THIS TO YOUR INSURANCE AGENT)

Re: Agreement No. 948605

To Insurance Agent: _____ Phone (____) ____ - _____

Agency: _____ Fax (____) ____ - _____

Address: _____ Email _____

Your Customer listed below is financing / leasing equipment through us.

WE MUST HAVE INSURANCE COVERAGE in place that: (i) names "**Financial Servicing, LLC and/or Its Assigns**" ("FS") as a Loss Payee and Additional Insured, and there is a lender's loss payable endorsement in favor of FS as loss payee on all property damage policies; (ii) each policy has been endorsed to provide that, as respects FS, the insurance shall not be invalidated by any action or inaction of Customer or any other person other than FS, and shall insure FS regardless of any breach or violation of any warranty, declaration, term or condition contained in such policy by Customer or any person other than FS; (iii) each policy has been endorsed to provide FS with 30 days' advance written notice of any material change or cancellation or non-renewal of such policy; and (iv) each policy contains a waiver releasing any rights of subrogation against FS for any and all claims, losses or damages covered under the above required insurance.

Property Damage/Contents Coverage: All-risk insurance is to be provided for fire, theft, extended coverage, vandalism and malicious mischief for the full replacement value of the equipment; and

Comprehensive General Liability: Coverage should be written with minimum limits of \$1,000,000/\$2,000,000 for bodily injury and \$1,000,000/\$2,000,000 for property damage.

Please provide us with a certificate of insurance as follows:

YOUR CUSTOMER: City of Sherman 220 W Mulberry St Sherman, TX 75090 Phone: 9038927206 Fax: Attention: Clint Philpott	LOSS PAYEE/ ADDITIONAL INSURED Financial Servicing, LLC and/or Its Assigns PO Box 202124 Florence, SC 29502 Phone: 877-248-5574 Fax: 305-964-2690 Attention: Commercial Tracking
---	---

EQUIPMENT TO BE INSURED:

Qty	Description of Equipment Leased	N/U	Make and Type	Model	Serial Number
1	Yealink Phone System w/ accs			Phone System w/ accs	

EQUIPMENT LOCATION:

220 W Mulberry St, Sherman, TX 75090

INSURABLE VALUE \$364,218.00

EFFECTIVE DATE OF INSURANCE: Upon Lease Commencement

State and Local Government Addendum

Reference: **Application No. 948605**

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **Financial Servicing, LLC** ("we" "us" and "ours") and **City of Sherman** ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or re- leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. Government Use. You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. Insurance. You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

6. Choice of Law. Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

7. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER: City of Sherman	FINANCIAL SERVICING, LLC
By: _____	By: _____
Print	Print
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

OPINION OF LEGAL COUNSEL

[This form is not to be executed but is to be pasted on the letterhead of Internal Legal Counsel.]

To: **Financial Servicing, LLC**
11720 Borman Drive
St Louis, MO 63146

Re: Lease Agreement dated August 22, 2024 (the "Agreement") by and between Financial Servicing, LLC ("FS") and City of Sherman ("Customer")

Ladies and Gentlemen:

I am Legal Counsel for Customer and I am familiar with the above-referenced Agreement by and between FS and Customer. Capitalized terms that are not defined herein shall have the meanings given to such terms in the Agreement. Based upon my examination of the Agreement and such other documents, records and papers as I deem to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. The Customer is a State or a political subdivision thereof, as those terms are used in Section 103 of the Internal Revenue Code of 1986, as amended, and is authorized by the applicable Constitution and laws to enter into the Agreement and related documents and to carry out Customer's obligations thereunder. Customer has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Customer of the Agreement and related documents and no further approval, consent or withholding of objections is required from any Federal, state or local governmental authority with respect to the entering into or the performance by the Customer of the Agreement and the transaction(s) contemplated thereby.

2. The Agreement constitutes a legal, valid and binding obligation of Customer enforceable in accordance with its terms and does not violate or create a default under any instrument or agreement binding on Customer. The foregoing includes, but is not limited to, the absolute, unconditional, non-cancelable obligation of the Customer to make all required payments due pursuant to the Agreement, other than in an instance of non-appropriation as set forth in the Agreement.

3. There are no pending or threatened actions or proceedings before any court or administrative agency that could have a material adverse effect on Customer or the Agreement.

4. The entering into and performance of the Agreement is not contrary to, and does not violate, any judgment, order, law or regulation or constitute a default by Customer under any other agreement or instrument.

5. With respect to the Agreement, Customer has fully complied with all applicable law governing open meetings, public bidding and appropriations required in connection with the Agreement and the acquisition of the equipment, services and/or products described in the Agreement.

This opinion may be relied upon by FS, its successors and assigns.

Very truly yours,

By: _____

Title: _____

Date: _____



City Council Regular Meeting

Agenda Item No. H.1.

Meeting Date: 10/7/2024

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:

***REQUEST TO ADVERTISE**

Purchase Multiple Fleet Vehicles for Multiple City Departments

Issue:

Obtaining City Council approval to advertise for the solicitation of public bids for the purchase of multiple vehicles needed for various City departments.

Background:

The solicitation of public bids will fulfill legal procurement requirements and address fleet needs within various departments, including Engineering Services, Sherman Police Department, Neighborhood Services, Treatment Services, Pre-Treatment Services, and Water Quality Services.

Origination:

Finance Department

Financial Consideration:

The cost of advertising will be approximately \$200.00.

Staff Recommendation:

Staff recommends that the City Council approve this request to advertise.

Alternatives:

As may be directed by the City Council

Attachments:

None



City Council Regular Meeting

Agenda Item No. H.2.

Meeting Date: 10/7/2024

Prepared By: Nate Strauch, Community and Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Requesting to Advertise for Competitive Bids for the Replacement of the Kidd-Key Conservatory Fountain
Located at Kidd-Key Park

Issue:

Requesting permission to advertise for public bids to remove and replace the Kidd-Key Conservatory fountain.

Background:

The Kidd-Key Conservatory fountain is in a state of considerable disrepair after more than a century on the lawn. This project would remove and replace the fountain, returning it to working condition. As much of the original structure as possible will be reused to recreate the new fountain, which will be built to the exact specifications of the original.

Origination:

Management Services

Financial Consideration:

Advertising costs are estimated at \$200.00.

Staff Recommendation:

It is recommended that the City Council approve the request to advertise.

Alternatives:

As may be directed by the City Council

Attachments:

None



City Council Regular Meeting

Agenda Item No. I.1.

Meeting Date: 10/7/2024

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

Other Business

Receive Semi-Annual Report on the Sherman Cultural District

Issue:

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

Background:

The update will provide the City Council with an overview of the Cultural District's activities and accomplishments during April 2024 to current, as well as upcoming events they have planned.

Origination:

City Council

Financial Consideration:

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

Staff Recommendation:

No action is required of the City Council

Alternatives:

None.

Attachments:

1. Sherman Cultural District Report 102024



ACTIVITY SUMMARY (April—September 2024)

- Murals are completed!
- Planning for fall public art projects is ongoing
- New board members seated for 2024-25
- 6 Advisory Board and committee meetings
- Final report submitted for 2023-24 grant project (mural series)
- No new grant requests submitted for the 2024 round; planning now for 2025 funding request for Downtown public art/streetscape improvements

Celebrating the Black History Mural Project

Our 2023-2024 TCA grant provided support for a series of artist-designed murals that share the untold story of the lost Black Business District on Mulberry Street. What was lost, never rebuilt, and ultimately forgotten, was the fabric of a culture encompassing many professional and essential services that served the Black population of the era and helped strengthen community life. Through our project, artists had the opportunity to interpret and visually tell the lost stories in a way that honored the remarkable history of Mulberry Street. Our Sherman community and the larger Grayson County region can learn through the six individual murals in the series, each representing one of the six themes selected by an advisory panel. Each panel has a QR code that points to narrative on the Sherman Cultural District website,

www.shermanarts.org/bh-murals.

We are especially pleased that the Sherman Public Library is the permanent home for the mural series—on the southeast corner of the Library, facing Mulberry Street. The murals are also adjacent to the Library's Harmony Park.

The mural grant is our district's fourth TCA-supported project, following 2020's Wayfinding Signage, 2021 Community Collaborative Mural, and 2022 support of the Sherman Jazz Classic. This year's project was also supported by a generous grant from Austin College's Legacies of American Slavery grant project.

With these funds, we were able to increase the awards to participating artists and use more permanent material for the final production. Austin College students and faculty also shared historical research.



2024-2025 Cultural District Advisory Council:

Melissa Eason, Chair | Linda Walker, secretary | Aaron Bucy | Brianna Burnett | Darrah Dunn | Donna Ebarb
Bonnie Koenig | Courtney Mitchell | Jody Perry | Jason Watson

Ex-officio:

Daron Holland, Sarah McRae—Treasurer, Terrence Steele, Cary Wacker—Coordinator.

2024 Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
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February						
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	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
6/26/2024	Budget Workshop
9/23/2024	Called Meeting - Canvas Election

Council Calendar

January						
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28	29	30	31			

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

[illegible]