

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, NOVEMBER 20, 2023
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER DARON HOLLAND**
- A. 3. INVOCATION BY COUNCIL MEMBER DARON HOLLAND**

Declare Results of the November 7, 2023 Regular and Special Municipal Elections

CANVASS OF ELECTION RETURNS

- B. 2. RESOLUTION NO. 7227**
Declaring the Results of the November 7, 2023 Regular and Special Municipal Elections held in the City of Sherman, Grayson County, Texas

Oath of Office

- C. 1. OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION**

Deputy Mayor Election

- D. 1. COUNCIL ELECTION OF DEPUTY MAYOR**

Citizen Comments

- E. 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

- F. 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

G. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6675

Confirming and Validating the Reauthorization of the Levy and Collection of a Sales and Use Tax of One-Eighth (1/8) of One Percent to Provide Revenue for the Maintenance and Repair of Municipal Streets, as Authorized by Chapter 327 of the Texas Tax Code; Providing for a Repealing Clause and an Effective Date

Close Public Hearing and Consider Adoption of Ordinances

G. 2. ORDINANCE NO. 6649 (Tabled at the September 18, 2023 City Council Meeting)

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow a Vape Shop in the C-1 (Retail Business) District/75 & 82 Overlay District, Located at 738 East Highway 82, consisting of 1.830 acres, being Lots 1 & 2, Block 1, 82-75 Addition, City of Sherman, Grayson County, Texas (W Douglass Distributing, LTD, Owner; Samir Bhimani, Tenant; David Weaver, Representative; and Helvey-Wagner 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

G. 3. ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6675 & 6649.

Resolutions

H. 1. RESOLUTION NO. 7228

Approval of Guaranteed Max Pricing with Byrne Construction Services, as Construction Manager-at-Risk (CMAR), for the Remodel and Addition to Fire Station 1

H. 2. RESOLUTION NO. 7229

Approving the Greater Texoma Utility Authority's Intention to Amend No. 2 Guaranteed Maximum Pricing C and to Award the Guaranteed Maximum Pricing D, to Kiewit Water Facilities South Co. for the South Wastewater Treatment Plant - MBR Project

H. 3. * RESOLUTION NO. 7230

Authorizing Execution of a Memorandum of Understanding with the Sherman Independent School District Police, Grayson County Sheriff's Office, Sherman Police Department and Denison Police Department to Outline Reasonable Communication and Coordination Efforts

H. 4. * RESOLUTION NO. 7231

Awarding a Bid to and Authorizing Execution of a Contract with Pegasus CDJR, LLC for the Purchase of Multiple Fleet Vehicles for Multiple City Departments

H. 5. * RESOLUTION NO. 7232

Casting Votes to Elect a Candidate to Serve as a Member of the Grayson Central Appraisal District Board of Directors

H. 6. * RESOLUTION NO. 7233

Authorizing Submission of an Application for a Grant Awarded by the Texas Department of Transportation under the Routine Airport Maintenance Program 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

H. 7. * RESOLUTION NO. 7234

Authorizing the Purchase of Vehicle Upfitting from Haloz36 Corp for the Sherman Police Department Patrol Vehicles

Other Business

I. 1. OTHER BUSINESS

Consider and act on petition from Sherman Ventures LLC related to 632.811 acres of land located in the Robert Thompson Survey, Abstract No. 625, the Thomas Jones Survey, Abstract No. 635, and the William Martin Survey, Abstract No. 765, Grayson County, Texas

I. 2. Other Business

Receive Updates on Downtown Sherman Initiatives

I. 3. OTHER BUSINESS

Staff to review the Tree Ordinance presented by Halff from the Developers Workshop

J. COUNCIL COMMENTS

Executive Session

K. 1. 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:

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.

(a) Receive legal advice regarding Senate Bill 2038 and petitions for release of extraterritorial jurisdiction

Tex. Gov't Code §
551.072

Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

Tex. Gov't Code §
551.073

Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

Tex. Gov't Code §
551.074

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

- (a) Planning and Zoning Commission (1)
- (b) Planning and Zoning Commission Alternate Members (4)
- (c) Sherman Economic Development Corporation Board of Directors (2)

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.

The Council reconvenes into General Session

L. 1. OPEN MEETING

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

M. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Friday, November 17, 2023 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 17th day of November 2023.
City of Sherman, Texas

City Clerk

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time.

All agenda items are subject to final action by the City Council.

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

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

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

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

Mayor

David Plyler

Deputy Mayor

Josh Stevenson

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

B. 2.

Meeting Date: 11/20/2023

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7227

Declaring the Results of the November 7, 2023 Regular and Special Municipal Elections held in the City of Sherman, Grayson County, Texas

Issue:

In order to comply with the Texas Election Code, the City Council must canvass the results of the elections no earlier than the 3rd day after the Election and no later than the 11th day after the Election. Since the 11th day is on Saturday, November 18, 2023, the deadline is extended to Monday, November 20, 2023. Therefore, the canvass must be held between November 10 and November 20, 2023. The Early Voting Ballot Board met on November 13th to process Provisional Ballots and to determine which ones meet the requirements to be counted. The Resolution with the final votes will be provided to the City Council at the Council Meeting.

Background:

Pursuant to Section 67.003 of the Election Code, each local authority shall convene to conduct the canvass of returns at a specific time after the Election date.

Origination:

The canvass of Election returns originated with the City Clerk's Office.

Financial Consideration:

There is no specific cost associated with canvassing the Election and adopting Resolution No. 7227.

Staff Recommendation:

It is recommended that the City Council canvass the Elections held on November 7, 2023 and adopt Resolution No. 7227.

Alternatives:

There is no viable alternative.

Attachments

Resolution No. 7227

Election Results - Totals

Election Results - By Precinct

Grayson County Election Results

RESOLUTION NO. 7227

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DECLARING THE RESULTS OF THE NOVEMBER 7, 2023 REGULAR AND SPECIAL MUNICIPAL ELECTIONS HELD IN THE CITY OF 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 there came on to be considered the results of the regular and special elections held on the 7th day of November, 2023, for the purposes of electing the hereinafter named officials; and considering the following proposition; and, it appearing from said results, duly and legally made, that there were cast at said election 3,202 valid and legal votes; and that, upon counting the votes, the following results are indicated:

CANDIDATES/COUNCILMEMBER	TOTAL VOTES
COUNCIL MEMBER, DISTRICT 2	
Josh Stevenson	2,349
COUNCIL MEMBER, DISTRICT 4	
Carleen Chismon	960
Daron Holland	1,640

Proposition A	The reauthorization of the local sales and use tax in the City of Sherman at the rate of one-eighth of one percent to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized.
For	2,491
Against	634

SECTION 2. That said election was duly called; that notice of said election was given in accordance with law; that said election was held in accordance with law; and that Josh Stevenson was duly elected to the Council Member, District 2 position; that Daron Holland was duly elected to the Council Member, District 4 position of said City at said election; that said above named individuals are hereby declared to be duly elected to said respective offices, subject to filing of the Statement of Officers and the taking of the oaths provided by the laws of the State of Texas; and that Proposition A to reauthorize the local sales and use tax at the rate of one-eighth of one percent (1/8%) to continue providing revenue for the maintenance and repair of municipal streets has passed by the number of votes indicated in Section 1 of this Resolution.

SECTION 3. That it is further found and determined that, in accordance with the resolution of this governing body, the Clerk posted written notice of the date, place, and subject of this meeting on the bulletin board located at the Sherman City Hall, a place convenient and readily accessible to the general public, and said notice having been so posted and remaining posted continuously for at least 72 hours preceding the scheduled time of said meeting. A copy of the election returns shall be attached to the minutes of this meeting and shall be made a part thereof for all intents and purposes.

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, on this the 20th day of November 2023.

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

CITY OF SHERMAN, TEXAS

Regular Municipal Election November 7, 2023 Registered Voters 25,196 City Ballots Cast 3,202 Percentage Voted 12.71 %

PRECINCTS	101 *	102	103 *	104 *	204 *	206 *	301	302	303 *	304	310 *	405	408 *	409	410 *	TOTAL
Early Ballots Cast	76	54	88	0	0	129	183	166	0	249	15	38	0	282	188	1,468
Reg. Ballots Cast	100	82	140	2	0	143	175	213	0	317	28	56	0	275	203	1,734
Total Ballots Cast	176	136	228	2	0	272	358	379	0	566	43	94	0	557	391	3,202
Registered Voters	2,003	1,961	2,329	33	1	2,403	2,401	3,669	4	4,423	255	762	0	2,532	2,420	25,196
% of registered voters casting ballots by precinct	8.79 %	6.94 %	9.79 %	6.06 %	0.00 %	11.32 %	14.91 %	10.33 %	0.00 %	12.80 %	16.86 %	12.34 %	0.00 %	22.00 %	16.16 %	12.71%

*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
Proposition A The reauthorization of the local sales and use tax in the City of Sherman at the rate of one-eighth of one percent to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized.			
For	1,168	1,323	2,491
Against	270	364	634

RACES	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Council Member, District 2			
Josh Stevenson	1,109	1,240	2,349
Council Member, District 4			
Carleen Chismon	474	486	960
Daron Holland	741	899	1,640
Prepared by Linda Ashby, City Clerk, Sherman, Texas			

CITY OF SHERMAN, TEXAS

Regular Municipal Election November 7, 2023 Registered Voters 25,196 City Ballots Cast 3,202 Percentage Voted 12.71 %

PRECINCTS	101 *	102	103 *	104 *	204 *	206 *	301	302	303 *	304	310 *	405	408 *	409	410 *	TOTAL
Early Ballots Cast	76	54	88	0	0	129	183	166	0	249	15	38	0	282	188	1,468
Reg. Ballots Cast	100	82	140	2	0	143	175	213	0	317	28	56	0	275	203	1,734
Total Ballots Cast	176	136	228	2	0	272	358	379	0	566	43	94	0	557	391	3,202
Registered Voters	2,003	1,961	2,329	33	1	2,403	2,401	3,669	4	4,423	255	762	0	2,532	2,420	25,196
% of registered voters casting ballots by precinct	8.79 %	6.94 %	9.79 %	6.06 %	0.00 %	11.32 %	14.91 %	10.33 %	0.00 %	12.80 %	16.86 %	12.34 %	0.00 %	22.00 %	16.16 %	12.71%

*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 by Precincts

PRECINCTS	101	102	103 *	104 *	204 *	206 *	301	302	303 *	304	310 *	405	408 *	409	410 *	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
	Council Member, District 2																	
Josh Stevenson	137	96	166	2	0	209	250	273	0	427	24	68	0	416	281	1,109	1,240	2,349
	Council Member, District 4																	
Carleen Chismon	58	41	64	2	0	92	116	114	0	167	11	31	0	149	115	474	486	960
Daron Holland	98	72	126	0	0	121	184	202	0	293	15	40	0	291	198	741	899	1,640
	Proposition A The reauthorization of the local sales and use tax in the City of Sherman at the rate of one-eighth of one percent to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized.																	
For	135	112	172	1	0	198	284	300	0	445	28	74	0	438	304	1,168	1,323	2,491
Against	41	21	53	1	0	65	68	69	0	107	12	19	0	102	76	270	364	634

Prepared by Linda Ashby, City Clerk, Sherman, Texas



GRAYSON COUNTY ELECTION ADMINISTRATION

I, Tamara Hayes, Grayson County Elections Administrator, do hereby certify the totals attached to be a true and correct count of ballots cast in the November 7, 2023 City of Sherman Election held in the County of Grayson, State of Texas.

Witness my hand and seal this 13th day of November, 2023

A handwritten signature in black ink that reads "Tamara Hayes".

Tamara Hayes
Grayson County Elections Administrator



November 7, 2023 Election

City of Sherman

STATISTICS				
	TOTAL	Absentee	Early Voting	Election Day
Election Day Precincts Reporting	41 of 41	0	0	41
Registered Voters - Total	25,196			
Ballots Cast - Total	3,202	96	1,372	1,734
Ballots Cast - Blank	1	0	0	1
Voter Turnout - Total	12.71%			

Summary Results Report-City of Sherman

UNOFFICIAL RESULTS

November 7, 2023 Election

City of Sherman

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	VOTE %	Absentee	Early Voting	Election Day
Josh Stevenson	2,349	73.36%	71	1,038	1,240
Total Votes Cast	2,349	73.36%	71	1,038	1,240
Overvotes	0	0.00%	0	0	0
Undervotes	853	26.64%	25	334	494

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	VOTE %	Absentee	Early Voting	Election Day
Carleen Chismon	960	29.98%	31	443	486
Daron R. Holland	1,640	51.22%	51	690	899
Total Votes Cast	2,600	81.20%	82	1,133	1,385
Overvotes	0	0.00%	0	0	0
Undervotes	602	18.80%	14	239	349

Proposition A City of Sherman

Vote For 1

	TOTAL	VOTE %	Absentee	Early Voting	Election Day
For	2,491	77.80%	71	1,097	1,323
Against	634	19.80%	12	258	364
Total Votes Cast	3,125	97.60%	83	1,355	1,687
Overvotes	0	0.00%	0	0	0
Undervotes	77	2.40%	13	17	47

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

101

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	2,003			
Ballots Cast - Total	176	4	72	100
Voter Turnout - Total	8.79%			

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	137	4	58	75
Total Votes Cast	137	4	58	75

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	58	3	27	28
Daron R. Holland	98	1	40	57
Total Votes Cast	156	4	67	85

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	135	4	55	76
Against	41	0	17	24
Total Votes Cast	176	4	72	100

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

102

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	1,961			
Ballots Cast - Total	136	10	44	82
Voter Turnout - Total	6.94%			

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	96	7	33	56
Total Votes Cast	96	7	33	56

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	41	2	8	31
Daron R. Holland	72	6	31	35
Total Votes Cast	113	8	39	66

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	112	8	36	68
Against	21	0	7	14
Total Votes Cast	133	8	43	82

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

103 Sherman/County

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	2,329			
Ballots Cast - Total	228	6	82	140
Voter Turnout - Total	9.79%			

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	166	3	58	105
Total Votes Cast	166	3	58	105

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	64	2	21	41
Daron R. Holland	126	3	46	77
Total Votes Cast	190	5	67	118

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	172	5	64	103
Against	53	1	17	35
Total Votes Cast	225	6	81	138

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

104 Sherman/County

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	33			
Ballots Cast - Total	2	0	0	2
Voter Turnout - Total	6.06%			

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	2	0	0	2
Total Votes Cast	2	0	0	2

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	2	0	0	2
Daron R. Holland	0	0	0	0
Total Votes Cast	2	0	0	2

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	1	0	0	1
Against	1	0	0	1
Total Votes Cast	2	0	0	2

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

204 Sherman/County

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	1			
Ballots Cast - Total	0	0	0	0
Voter Turnout - Total	0.00%			

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	0	0	0	0
Total Votes Cast	0	0	0	0

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	0	0	0	0
Daron R. Holland	0	0	0	0
Total Votes Cast	0	0	0	0

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	0	0	0	0
Against	0	0	0	0
Total Votes Cast	0	0	0	0

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

206 Sherman/County

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	2,403			
Ballots Cast - Total	272	7	122	143
Voter Turnout - Total	11.32%			

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	209	4	98	107
Total Votes Cast	209	4	98	107

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	92	3	39	50
Daron R. Holland	121	2	59	60
Total Votes Cast	213	5	98	110

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	198	3	91	104
Against	65	1	28	36
Total Votes Cast	263	4	119	140

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

301

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	2,401			
Ballots Cast - Total	358	19	164	175
Voter Turnout - Total	14.91%			

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	250	12	117	121
Total Votes Cast	250	12	117	121

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	116	6	59	51
Daron R. Holland	184	10	82	92
Total Votes Cast	300	16	141	143

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	284	12	137	135
Against	68	5	27	36
Total Votes Cast	352	17	164	171

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

302

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	3,669			
Ballots Cast - Total	379	9	157	213
Voter Turnout - Total	10.33%			

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	273	9	120	144
Total Votes Cast	273	9	120	144

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	114	2	52	60
Daron R. Holland	202	7	83	112
Total Votes Cast	316	9	135	172

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	300	7	130	163
Against	69	0	25	44
Total Votes Cast	369	7	155	207

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

303 Sherman/County

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	4			
Ballots Cast - Total	0	0	0	0
Voter Turnout - Total	0.00%			

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	0	0	0	0
Total Votes Cast	0	0	0	0

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	0	0	0	0
Daron R. Holland	0	0	0	0
Total Votes Cast	0	0	0	0

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	0	0	0	0
Against	0	0	0	0
Total Votes Cast	0	0	0	0

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

304

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	4,423			
Ballots Cast - Total	566	14	235	317
Voter Turnout - Total	12.80%			

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	427	11	189	227
Total Votes Cast	427	11	189	227

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	167	6	84	77
Daron R. Holland	293	7	113	173
Total Votes Cast	460	13	197	250

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	445	13	183	249
Against	107	0	50	57
Total Votes Cast	552	13	233	306

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

310 Sherman/County

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	255			
Ballots Cast - Total	43	2	13	28
Voter Turnout - Total	16.86%			

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	24	0	8	16
Total Votes Cast	24	0	8	16

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	11	1	5	5
Daron R. Holland	15	1	2	12
Total Votes Cast	26	2	7	17

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	28	0	12	16
Against	12	2	1	9
Total Votes Cast	40	2	13	25

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

405

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	762			
Ballots Cast - Total	94	4	34	56
Voter Turnout - Total	12.34%			

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	68	4	18	46
Total Votes Cast	68	4	18	46

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	31	0	14	17
Daron R. Holland	40	4	8	28
Total Votes Cast	71	4	22	45

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	74	2	28	44
Against	19	2	6	11
Total Votes Cast	93	4	34	55

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

408 Sherman/County

STATISTICS

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

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	0	0	0	0
Total Votes Cast	0	0	0	0

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	0	0	0	0
Daron R. Holland	0	0	0	0
Total Votes Cast	0	0	0	0

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	0	0	0	0
Against	0	0	0	0
Total Votes Cast	0	0	0	0

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

409

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	2,532			
Ballots Cast - Total	557	10	272	275
Voter Turnout - Total	22.00%			

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	416	8	211	197
Total Votes Cast	416	8	211	197

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	149	4	69	76
Daron R. Holland	291	4	150	137
Total Votes Cast	440	8	219	213

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	438	8	218	212
Against	102	1	49	52
Total Votes Cast	540	9	267	264

Summary Results Report
November 7, 2023 Election

UNOFFICIAL RESULTS
City of Sherman

410 Sherman/County

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Registered Voters - Total	2,420			
Ballots Cast - Total	391	11	177	203
Voter Turnout - Total	16.16%			

Council Member, District 2 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Josh Stevenson	281	9	128	144
Total Votes Cast	281	9	128	144

Council Member, District 4 City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
Carleen Chismon	115	2	65	48
Daron R. Holland	198	6	76	116
Total Votes Cast	313	8	141	164

Proposition A City of Sherman

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	304	9	143	152
Against	76	0	31	45
Total Votes Cast	380	9	174	197



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 1.

Meeting Date: 11/20/2023

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION

Issue:

The official Statements of Elected Officer have been filed with the Sherman City Clerk; and the newly elected members of the City Council may take the Oath of Office as required by law. They will also be presented with official Certificates of Election.

Background:

Pursuant to the City Charter, Article X, Section 4, all elected officers shall, before entering upon the duties of their respective offices, take and subscribe to the official oath prescribed by the Constitution of the State of Texas. The Oath of Office shall be administered as required by the Charter.

Origination:

The Oath of Office presentation originated with the City Clerk's Office.

Financial Consideration:

There is no specific cost associated with taking the Oath of Office.

Staff Recommendation:

It is recommended that the newly elected City Council Members take the Oath of Office.

Alternatives:

There is no viable alternative.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 1.

Meeting Date: 11/20/2023

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL ELECTION OF DEPUTY MAYOR

Issue:

The Deputy Mayor is elected by the City Council for a one-year term or until the Council is reorganized. Normally the Deputy Mayor is elected at the Council Meeting in November where new members are sworn in.

Background:

Article II, Section 3 of the City Charter provides for the designation of a Deputy Mayor, as follows:

Section 3. Mayor and deputy mayor.

The mayor shall preside at the meetings of the council, and shall be recognized as head of the city government for all ceremonial purposes, and by the governor for purposes of military law, but shall have no regular administrative duties. The mayor shall be entitled to vote upon all matters considered by the council. The mayor shall not make or second motions. The council shall elect a deputy mayor from the council for a one-year term, or until the council is reorganized, who shall act as mayor during the absence or inability of the mayor to serve. If a vacancy should occur in the office of mayor, the deputy mayor shall serve for the remainder of the mayor's term or until the next general election, whichever shall first occur.

Origination:

The election of a Deputy Mayor originated with the City Clerk's Office.

Financial Consideration:

There is no specific cost associated with electing a Deputy Mayor.

Staff Recommendation:

It is recommended that the Council Members elect a new Deputy Mayor.

Alternatives:

There is a no viable alternative



City Council Regular Meeting

F. 1.

Meeting Date: 11/20/2023

Caption:

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

Issue:

H. 3. * RESOLUTION NO. 7230

Authorizing Execution of a Memorandum of Understanding with the Sherman Independent School District Police, Grayson County Sheriff's Office, Sherman Police Department and Denison Police Department to Outline Reasonable Communication and Coordination Efforts

H. 4. * RESOLUTION NO. 7231

Awarding a Bid to and Authorizing Execution of a Contract with Pegasus CDJR, LLC for the Purchase of Multiple Fleet Vehicles for Multiple City Departments

H. 5. * RESOLUTION NO. 7232

Casting Votes to Elect a Candidate to Serve as a Member of the Grayson Central Appraisal District Board of Directors

H. 6. * RESOLUTION NO. 7233

Authorizing Submission of an Application for a Grant Awarded by the Texas Department of Transportation under the Routine Airport Maintenance Program 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

H. 7. * RESOLUTION NO. 7234

Authorizing the Purchase of Vehicle Upfitting from Haloz36 Corp for the Sherman Police Department Patrol Vehicles



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 1.

Meeting Date: 11/20/2023

Prepared By: Mary Lawrence, Director of Finance

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6675

Confirming and Validating the Reauthorization of the Levy and Collection of a Sales and Use Tax of One-Eighth (1/8) of One Percent to Provide Revenue for the Maintenance and Repair of Municipal Streets, as Authorized by Chapter 327 of the Texas Tax Code; Providing for a Repealing Clause and an Effective Date

Issue:

Reauthorization of a one-eighth (1/8) of one percent Sales and Use Tax passed by voters at an election held on November 7, 2023 and results declared by Resolution No. 7227.

Background:

On November 7, 2023, the City of Sherman held an election to consider the reauthorization of a one-eighth (1/8) of one percent Sales and Use Tax to provide revenue for maintenance and repair of municipal streets. The proposition passed and the election results were declared by Resolution No. 7227.

Article II, Section 10(c) of the Sherman City Charter outlines action requiring an ordinance by the City Council and includes the following act to “levy taxes, except as otherwise provided in Article V with respect to the property tax levied by adoption of the budget.” Therefore, the Sales and Use Tax to provide revenue for the maintenance and repair of municipal streets must officially be adopted by ordinance.

Origination:

City Manager

Financial Consideration:

There is no cost to adopt the ordinance; and there will be no change in the sales tax that is being collected. The tax is expected to generate about \$2.4 million for FY2024.

Staff Recommendation:

The staff recommends adoption of the ordinance to levy the one-eighth (1/8) of one percent Sales and Use Tax to provide revenue for the maintenance and repair of municipal streets.

Alternatives:

The Council could choose not to adopt the ordinance; however, the citizens have approved the tax by the election.

Attachments

Ordinance No. 6675

ORDINANCE NO. 6675

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CONFIRMING AND VALIDATING THE REAUTHORIZATION OF THE LEVY AND COLLECTION OF A SALES AND USE TAX OF ONE-EIGHTH (1/8) OF ONE PERCENT TO PROVIDE REVENUE FOR THE MAINTENANCE AND REPAIR OF MUNICIPAL STREETS, AS AUTHORIZED BY CHAPTER 327 OF THE TEXAS TAX CODE; PROVIDING FOR A REPEALING 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, Section 327.007 of the Texas Tax Code authorizes municipalities that have previously adopted a sales and use tax for maintenance and repair of municipal streets to call an election for the purpose of reauthorizing and continuing the sales and use tax for that purpose; and

WHEREAS, the City Council of the City of Sherman ordered a special election to reauthorize the sales and use tax by Ordinance No. 6627, and the special election occurred on November 7, 2023, submitting the question to the voters of the reauthorization of the levy and collection of a sales and use tax within the City of Sherman at the rate of one-eighth (1/8) of one percent to be used to provide revenue for the maintenance and repair of municipal streets; and

WHEREAS, the voters of the City of Sherman voted for and passed the imposition of a sales and use tax of one-eighth (1/8) of one percent in the City of Sherman to provide revenue for the maintenance and repair of municipal streets, as canvassed and acknowledged in Resolution No. 7227;

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

SECTION 1. That there be, and there is hereby, levied and shall be collected a sales and use tax of one-eighth (1/8) of one percent from the sale and use of all taxable items within the City of Sherman to be used to provide revenue for the maintenance and repair of municipal streets within the City of Sherman, Texas.

SECTION 2. That such tax will be effective, imposed, computed, administered, and collected in accordance with the provisions of Chapter 327 of the Texas Tax Code, as amended.

SECTION 3. That this sales and use tax will expire on the fourth anniversary of the date the tax takes effect in accordance with the terms of Section 327.007 of the Texas Tax Code.

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

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

INTRODUCED on this the 20th day of November 2023.

ADOPTED on this the 20th day of November 2023.

EFFECTIVE DATE on this the 20th day of November 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
ABERNATHY, ROEDER, BOYD & HULLET, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 2.

Meeting Date: 11/20/2023

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

ORDINANCE NO. 6649 (Tabled at the September 18, 2023 City Council Meeting)

Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow a Vape Shop in the C-1 (Retail Business) District/75 & 82 Overlay District, Located at 738 East Highway 82, consisting of 1.830 acres, being Lots 1 & 2, Block 1, 82-75 Addition, City of Sherman, Grayson County, Texas (W Douglass Distributing, LTD, Owner; Samir Bhimani, Tenant; David Weaver, Representative; and Helvey-Wagner 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

Issue:

Consideration of a Specific Use Permit located at 738 East Highway 82 to allow a Vape Shop in the C-1 (Retail Business) District/75 & 82 Overlay District.

Background:

At the September 18, 2023 meeting, City Council voted to table this item to allow staff to look into amending the zoning ordinance regulating requirements for smoke shops. On November 6, 2023 City Council approved Ord. No. 6674 creating additional requirements for smoke shops to apply for a Specific Use Permit in a C-1 or C-2 zoning district.

As this application was submitted before Ord. No. 6674 became effective, the application can still move forward if desired by Council. Under the new requirements, this request would not be allowed as it does not meet the minimum distance requirement of 1000 feet from another smoke shop or smoking lounge that is in operation.

The property is located at 738 East Highway 82 near the intersection of Plainview Road and North Heritage Parkway. The owner is requesting a Site Plan and Specific Use Permit for a Vape and Smoke Shop. It is located approximately 500 feet (measured property line to property line) from another smoke shop that is in operation.

The store will be called "Vape and Smoke Shop." The store will offer a variety of electronic nicotine delivery devices as well as traditional tobacco products including cigarettes, cigars, smokeless tobacco, pipe tobacco and smoking accessories.

The following has been approved for this location:

- July 9, 2002 - Specific Use Permit to allow a private club in a C-1 (Retail Business) District

Origination:

W Douglass Distributing, LTD (Owner)
Samir Bhimani (Tenant)
David Weaver (Representative)
Helvey-Wagner Surveying, Inc (Surveying)

Financial Consideration:

None

Staff Recommendation:

At the August 22, 2023 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter being tied to Samir Bhimani for one year. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Staff recommends that if City Council approves the Specific Use Permit, it be tied to the applicant, Samir Bhimani, and expire after one year from the effective date of the ordinance. Also, staff recommends that the SUP be limited to the operation of a Vape and Smoke Shop.

Alternatives:

The City Council could deny or table the request.

Attachments

Ordinance No. 6649
Exhibit A - Survey/Site Plan
Location Map
Zoning Map
FLUM
Zoning Sign Photo
Narrative
Elevations
Property Line Distance
Door-to-Door Distance
STAFF REVIEW LETTER

ORDINANCE NO. 6649

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 VAPE SHOP IN THE C-1 (RETAIL BUSINESS) DISTRICT/75 & 82 OVERLAY DISTRICT, LOCATED AT 738 EAST HIGHWAY 82, CONSISTING OF 1.830 ACRES, BEING LOTS 1 & 2, BLOCK 1, 82-75 ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS (W DOUGLASS DISTRIBUTING, LTD, OWNER; SAMIR BHIMANI, TENANT; DAVID WEAVER, REPRESENTATIVE; AND HELVEY-WAGNER 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; 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 738 East Highway 82, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Vape Shop, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property highlighted in yellow on **Exhibit A – Survey/Site Plan**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. (*Code of Ordinances Chapter 3.02(c)*)
3. The property must be properly maintained in a state of good repair and neat appearance.
4. One parking space for every 250 square feet of gross floor area shall be provided. (*Sec.14.04.003(e)(1)*)
5. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
6. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
7. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009 (a)(1)(C)*)
8. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
9. Any changes made to the site plan prior to the final fulfillment of the conditions of the Staff Review Letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Additional Conditions:

10. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit A**.
11. 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 Samir Bhimani is the lessee of the Property.
12. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded on the first anniversary of the effective date identified below, unless earlier terminated, rescinded, extended or renewed by separate action of the City Council. The owner of the property subject to the Specific Use Permit must receive City Council approval of an application to extend or renew the Specific Use Permit prior to the expiration thereof.
13. This Specific Use Permit is for a Vape and Smoke Shop only as requested by the applicant.

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 18th day of September 2023.

ADOPTED on this the 20th day of November 2023.

EFFECTIVE DATE on this the 20th day of November 2023.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

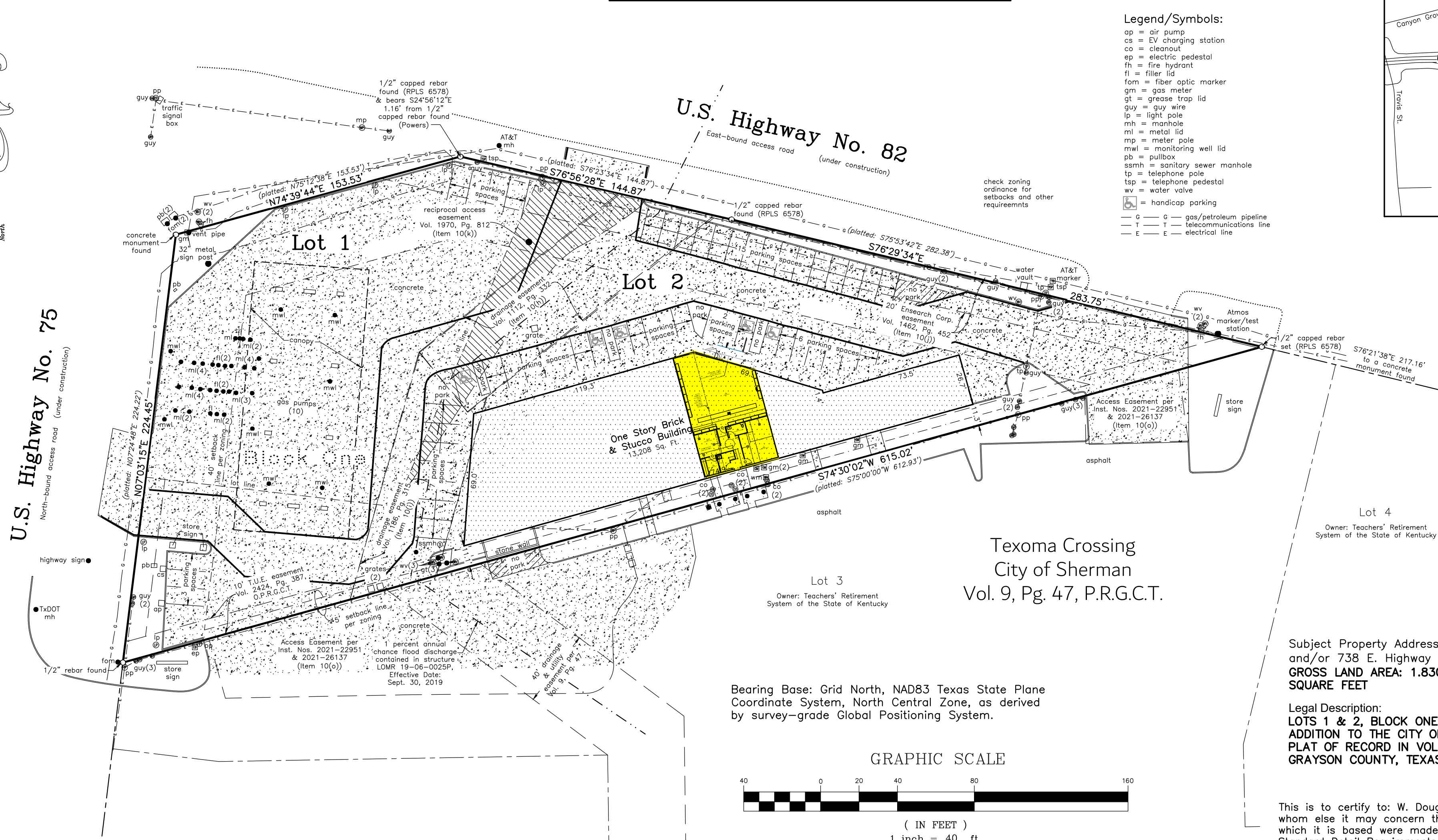
APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

ALTA/NSPS Land Title Survey

Location Map (not to scale)



Legend/Symbols:

- ap = air pump
- cs = EV charging station
- co = cleanout
- ep = electric pedestal
- fh = fire hydrant
- fl = filler lid
- fm = fiber optic marker
- gm = gas meter
- gt = grease trap lid
- guy = guy wire
- lp = light pole
- mh = manhole
- ml = metal lid
- mp = meter pole
- mwl = monitoring well lid
- pb = pullbox
- ssmh = sanitary sewer manhole
- tp = telephone pole
- tsp = telephone pedestal
- wv = water valve
- handicap parking
- G = gas/petroleum pipeline
- T = telecommunications line
- E = electrical line

Texoma Crossing
City of Sherman
Vol. 9, Pg. 47, P.R.G.C.T.

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

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

Surveyor's Comments:

- Item 6(a)** Current Zoning for subject property is C-1 Retail Business District in the 0-1 (75 & 82) Overlay District.
Setbacks requirements: Along highway right-of-way: 40', Rear: 5', Side: 5'.
Building Height Restriction: No building shall exceed 50 feet.
Floor space area requirements: The total floor area of any building or buildings on a lot shall not exceed one-half of the total number of square feet in the lot.
Parking regulations: 1 space for every 200 square feet of gross floor area. A minimum of 6 parking spaces shall be provided adjacent to the main building.
Source: City of Sherman Ordinance approved 12/5/2022 & City of Sherman Zoning Ordinance Section 6.13.1 adopted 7/16/2018 and 5/17/2021
- Item 6(b):** Those setback lines that are graphically depicted are shown hereon.
- Item 7(c):** Measured height of the existing building is approximately 15.4 ft. at the Southeast corner of building.
- Item 9:** Subject property contains 45 standard parking spaces and 5 handicap spaces.
- Item 14:** Distance from the intersection of the median of U.S. Highway No. 75 and U.S. Highway No. 82 to the most Northwest corner is approximately 453 ft.
- Item 16:** There was evidence of recent earth moving work along the access roads of both U.S. Highway 75 and U.S. Highway 82.
- Item 17:** Proposed changes in street right-of-way lines shown hereon as per City of Sherman Thoroughfare Plan and/or none that the surveyor has been made aware of.

Easement Certification pursuant to title commitment issued by Stewart Title Guaranty Company on January 22, 2023 and Effective date of January 22, 2023. Reference by GF No.: SL-011464

10(f). The location of the easement granted to The Texas Pipe Line Company in Vol. 559, Pg. 339, D.R.G.C.T. does affect the subject property, and is a blanket easement and unplottable.

10(g). The location of easement to The Texas Pipe Line Company in Vol. 584, Pg. 355, D.R.G.C.T. and subsequently assigned to Bigheart Pipe Line Corporation in Vol. 1503, Pg. 250 and Vol. 1503, Pg. 290, D.R.G.C.T. DOES AFFECT the subject property and is a blanket easement and unplottable.

10(h). The location of the easement granted to the State of Texas in Vol. 1112, Pg. 332, D.R.G.C.T. does affect the subject property, as shown hereon.

10(i). The location of easement to the State of Texas in Vol. 1186, Pg. 315, D.R.G.C.T. DOES AFFECT the subject property, as shown hereon.

10(j). The location of the easement granted to Ensearch Co. in Vol. 1462, Pg. 452, D.R.G.C.T. does affect the subject property, as shown hereon.

10(k). The location of the Permanent Reciprocal Access Easement Agreement in Vol. 1970, Pg. 812, R.P.R.G.C.T. does affect the subject property, as shown hereon.

10(l). No easements were granted in deed filed in Vol. 5548, Pg. 904, O.P.R.G.C.T.

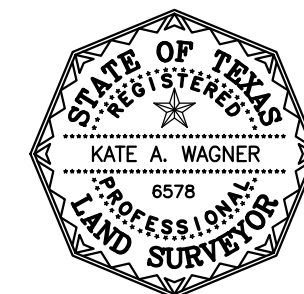
10(m). The property is subject to the License Agreement by and between Bow Pipe Line Company and Tomahawk Pipe Line Company filed in Vol. 1507, Pg. 462, D.R.G.C.T. and is a blanket easement and unplottable.

10(o). The property is subject to outparcel easement for access filed in Inst. Nos. 2021-22951 & 2021-26137, O.P.R.G.C.T. and is designated as the "parking areas, access roads, service drives, drive aisles, sidewalks and landscaped areas but shall not include any drive up or drive through areas."

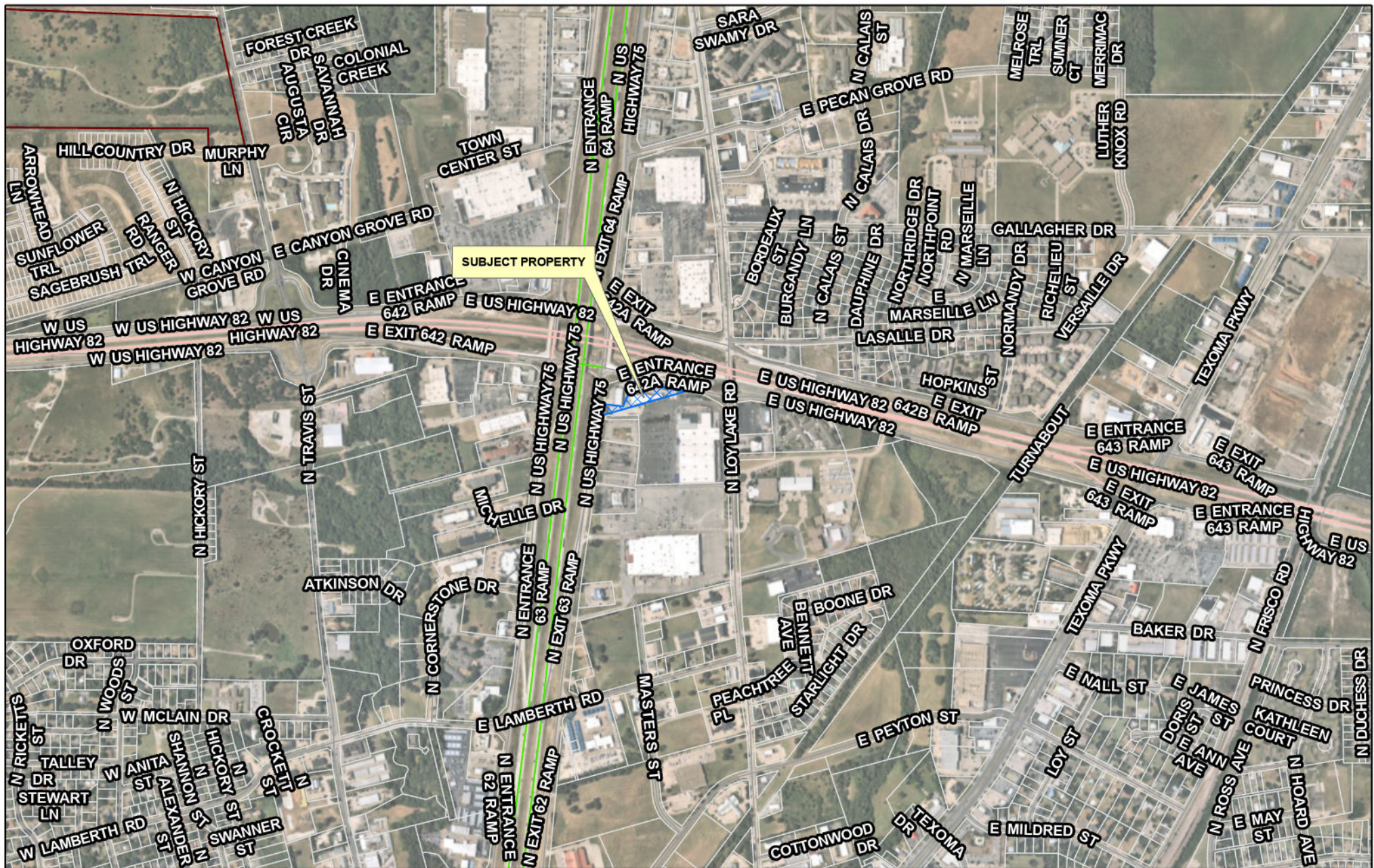
Job No. AGS350323

Helvey-Wagner Surveying, Inc.

222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurveying.net
TBPELS Firm Registration No. 10088100



Kate A. Wagner, R. P. L. S. No. 6578
Registered Professional Land Surveyor No. 6578
Date of Plat or Map: March 20, 2023

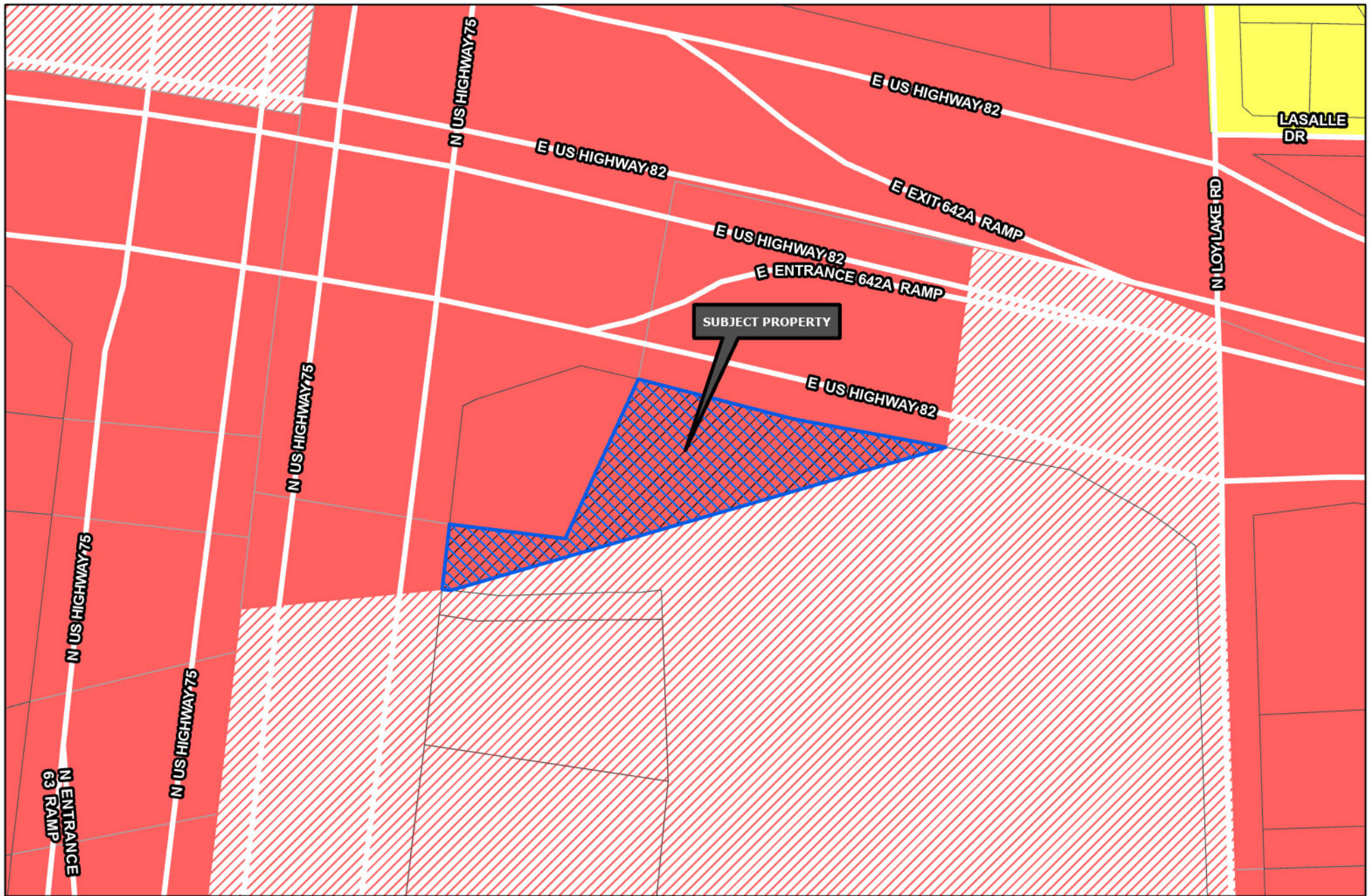


City of Sherman, Texas
Development Services Department

**CITY OF SHERMAN
LOCATION MAP
738 E HWY 82**



Date: 9/15/2023 8:36 AM



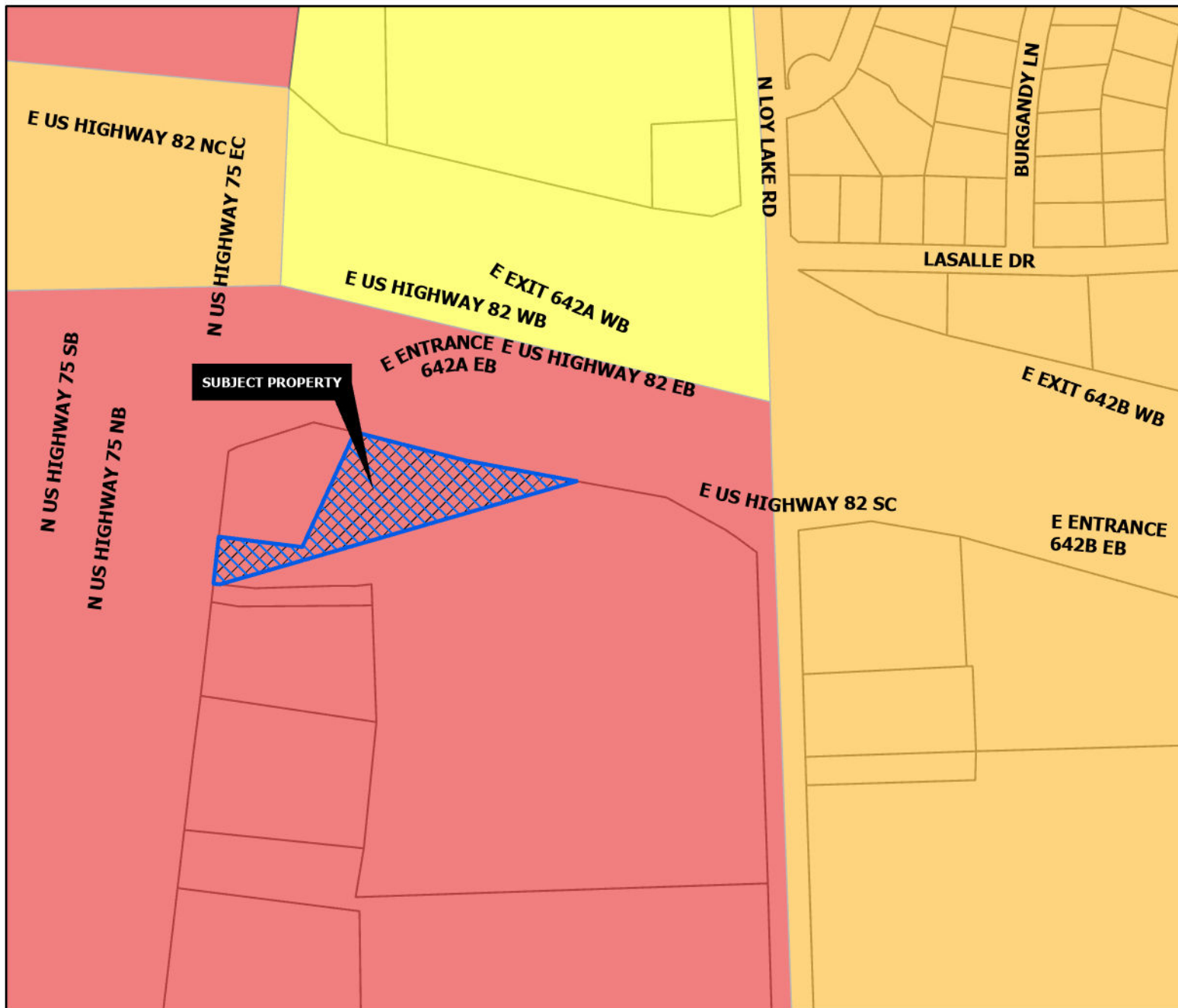
Development Services
Department

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	Subject Locations
R-5 Single Family Residential	C-O Office	Road Names All
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
738 E HWY 82



Date: 8/11/2023 1:29 PM



REGIONAL COMMERCIAL

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department



CITY OF SHERMAN
FUTURE LAND USE MAP
738 E HWY 82



Date: 8/11/2023 1:32 PM

Marlow, Lauren

From: laurenm@cityofsherman.com
To: David Weaver
Subject: RE: Specific Use Permit Application - 738 E. Highway 82

From: David Weaver
Sent: Tuesday, August 8, 2023 9:25 AM
To: Marlow, Lauren
Cc: Snapp, Ryan
Subject: RE: Specific Use Permit Application - 738 E. Highway 82

Lauren,

Please see below photo of the notification sign taken this morning. Please let me know if this is sufficient.



Thank You,

738 E. US Highway 82

Sherman, TX. 75090

Vape and Smoke Shop Project Narrative for Specific Use Permit

Previous Use

The tenant space was previously occupied by Affordable Dentures. That tenant terminated their lease and vacated the property in 2019. A demolition permit was obtained on October 20, 2022. A lease for the space was executed between Douglass Distributing and Ayden Business on February 20, 2023 to open a vape and smoke retail storefront.

Scope of Project

Construction of the new lease space included the following: construction of fire-rated demising walls, construction of new interior partitions, lay-in acoustical ceilings, new light fixtures, drywall finishing, painting, installation of new doors, frames and hardware, installation of a drinking fountain per code requirements, and new LVT flooring in areas open to the general public. The existing restroom was left intact as it meets applicable ADA and TAS standards. The restroom will be accessible to both store employees and customers. A building final inspection was passed on Tuesday, 07/12/23.

Intended Use

The store will be called "Vape and Smoke Stop". The store will offer a variety of electronic nicotine delivery devices as well as traditional tobacco products including cigarettes, cigars, smokeless tobacco, pipe tobacco and smoking accessories.







 Door-to-Door Distance

Length
938 ft

 Edit

 Layers





3D







STAFF REVIEW LETTER

August 15, 2023

Sent via email

Samir Bhimani
10214 Frankford Ave., Suite 410
P.O. Box 8357
Lumberton, TX 77657

W Douglass Distributing, LTD
325 E. Forest Ave.
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 Hookah Bar, Smoking Lounge, Smoke Shop, or Vape Shop in a C-1 (Retail Business) District/75 & 82 Overlay District located at 738 East Highway 82 has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, August 22, 2023, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). (*Code of Ordinances Chapter 3.02(c)*)
3. The property must be properly maintained in a state of good repair and neat appearance.
4. One parking space for every 250 square feet of gross floor area shall be provided. (*Sec.14.04.003(e)(1)*)
5. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
6. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
7. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009 (a)(1)(C)*)
8. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
9. Any changes made to the site plan prior to the final fulfillment of the conditions of the Staff Review Letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

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

If additional information or clarification is needed, contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,



Rob Rae

Acting Secretary, Planning and Zoning Board and Board of Adjustment

CC:	Robby Hefton, City Manager	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	



City Council Regular Meeting

G. 3.

Meeting Date: 11/20/2023

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6675 & 6649.

Issue:

- G. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6675**
Confirming and Validating the Reauthorization of the Levy and Collection of a Sales and Use Tax of One-Eighth (1/8) of One Percent to Provide Revenue for the Maintenance and Repair of Municipal Streets, as Authorized by Chapter 327 of the Texas Tax Code; Providing for a Repealing Clause and an Effective Date
- G. 2. ORDINANCE NO. 6649 (Tabled at the September 18, 2023 City Council Meeting)**
Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, and Granting a Specific Use Permit to Allow a Vape Shop in the C-1 (Retail Business) District/75 & 82 Overlay District, Located at 738 East Highway 82, consisting of 1.830 acres, being Lots 1 & 2, Block 1, 82-75 Addition, City of Sherman, Grayson County, Texas (W Douglass Distributing, LTD, Owner; Samir Bhimani, Tenant; David Weaver, Representative; and Helvey-Wagner 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
-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H. 1.

Meeting Date: 11/20/2023

Prepared By: Billy Hartsfield, Fire Chief

Caption:

RESOLUTION NO. 7228

Approval of Guaranteed Max Pricing with Byrne Construction Services, as Construction Manager-at-Risk (CMAR), for the Remodel and Addition to Fire Station 1

Issue:

This issue permits the City to execute an agreement with Byrne Construction Services to allow for the construction of Station 1 at a guaranteed maximum price of \$7.7 million. This remodel includes additional living space and increased capacity in the bay area for apparatus and equipment storage. Additionally, improvements will be made to the parking area to allow for a larger staff presence at the station. The curb and gutter system around the entire fire station block will also be updated. This remodel includes the combination of staff from Station 1 and Station 2, allowing for better staff coverage per response. With the approval of this \$7.7 million, GMP construction will begin December 4 with a one-year construction period.

Background:

Station 1 was built in the 1960s to house five to seven fire suppression staff members. After an analysis of the fire stations, their response areas, and times, it was determined Station 1 and Station 2 had a substantial overlap, and Station 1 did not provide any EMS coverage, which created an issue with too many redundant suppression capabilities in one area of town and not enough EMS coverage. A facility assessment was completed in 2022, and it was determined Station 1 could absorb Station 2 with upgrades and additions to the station, allowing for 11 members to be housed. The site was determined to be an optimal site for a fire station.

Additionally, the bay area of the current Station 1 limits the height and length of the apparatus used by the department. The updates to the station will allow the department to have more flexibility in their fleet purchases, which have increased in size significantly since the original station was built.

Origination:

Fire Department

Financial Consideration:

The GMP for this project is 7,716,853.00.

Staff Recommendation:

Staff Recommends approval

Alternatives:

As directed by City Council.

Attachments

Resolution No. 7228

GMP Amendment

RESOLUTION NO. 7228

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVAL OF GUARANTEED MAX PRICING WITH BYRNE CONSTRUCTION SERVICES, AS CONSTRUCTION MANAGER-AT-RISK (CMAR), FOR THE REMODEL AND ADDITION PHASE OF FIRE STATION 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 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 of guaranteed max pricing (GMP) with Byrne Construction Services, Construction Manager-at-Risk (CMAR), for the construction phase of the Fire Station 1, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 20th day of November 2023.

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

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 13th day of November in the year 2023, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 3rd day of April in the year 2023 (the "Agreement")

(In words, indicate day, month, and year.)

for the following PROJECT:

(Name and address or location)

City of Sherman/Renovation and Expansion of Sherman Fire Station No. 1
Fire Station No. 1
318 S. Travis Street
Sherman, Texas 75090

THE OWNER:

(Name, legal status, and address)

City of Sherman
220 W. Mulberry Street
Sherman, TX 75090

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Thos. S. Byrne, Inc. dba Byrne Construction Services
551 E. Berry Street
Fort Worth, Texas 76110
817.335.3394

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract

Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Seven Million, Seven Hundred Sixteen Thousand, and Eight Hundred Fifty Three Dollars (\$ 7,716,853), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

See attached Exhibit A.1 – Cost Summary.

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
See attached Exhibit A.2 – Alternates.	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
See attached Exhibit A.2 – Alternates.		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
See attached Exhibit A.3 – Unit Prices.		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Date of Commencement will be based on Notice to Proceed date or issuance of building permit, whichever occurs last.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

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User Notes:

(1647325048)

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

See attached Exhibit A.4 – Project Schedule.

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Not applicable.	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See attached Exhibit A.5 – Contract Documents.

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See attached Exhibit A.5 – Contract Documents.

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
See attached Exhibit A.6 – Allowances.	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

See attached Exhibit A.7 – Qualifications & Clarifications.

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

N/A

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

To Be Determined

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

Robby Hefton; City Manager
(Printed name and title)



CONSTRUCTION MANAGER (Signature)

Matthew Avila; CEO
(Printed name and title)

Additions and Deletions Report for

AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:54:28 ET on 11/13/2023.

PAGE 1

This Amendment dated the 13th day of November in the year 2023, is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 3rd day of April in the year 2023 (the "Agreement")

...

(Name and address or location)

City of Sherman/Renovation and Expansion of Sherman Fire Station No. 1
Fire Station No. 1
318 S. Travis Street
Sherman, Texas 75090

...

City of Sherman
220 W. Mulberry Street
Sherman, TX 75090

...

Thos. S. Byrne, Inc. dba Byrne Construction Services
551 E. Berry Street
Fort Worth, Texas 76110
817.335.3394

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Seven Million, Seven Hundred Sixteen Thousand, and Eight Hundred Fifty Three Dollars (\$ 7,716,853), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

See attached Exhibit A.1 – Cost Summary.

...

See attached Exhibit A.2 – Alternates.

...

See attached Exhibit A.2 – Alternates.

...

See attached Exhibit A.3 – Unit Prices.

...

[☒] Established as follows:

...

Date of Commencement will be based on Notice to Proceed date or issuance of building permit, whichever occurs last.

PAGE 3

[☐] ~~Not later than () calendar days from the date of commencement of the Work.~~

~~By the following date: See attached Exhibit A.4 – Project Schedule.~~

...

Not applicable.

...

N/A

...

See attached Exhibit A.5 – Contract Documents.

...

See attached Exhibit A.5 – Contract Documents.

...

N/A

PAGE 4

See attached Exhibit A.6 – Allowances.

...

See attached Exhibit A.7 – Qualifications & Clarifications.

...

N/A

...

To Be Determined

...

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:54:28 ET on 11/13/2023 under Order No. 4104237885 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Chief Executive Officer

(Title)

11/13/23

(Dated)

Exhibit “A.1”

Cost Summary

See attached Cost Summary dated November 13, 2023.

Cost Estimate Summary Sheet

Sherman Fire Station No. 1 Rebuild

Guaranteed Maximum Price

Date: November 13, 2023

13,750 sqft

Bid Package #	Bid Package Description		GMP Cost	Cost/SF	Notes
010020	Temporary Construction		\$ 198,905	\$ 14.47	
010030	Allowances			\$ -	
	Building Dedication Plaque		\$ 2,500	\$ 0.18	
	Acoustical Panels		\$ 10,000	\$ 0.73	
	HVAC DDC Controls		\$ 65,000	\$ 4.73	
017400	Final Cleaning		\$ 4,813	\$ 0.35	
023000	Demolition		\$ 89,252	\$ 6.49	Abatement by Owner
033000	Concrete		\$ 704,441	\$ 51.23	
036500	Sealed Concrete		w/ Res. Flrg.		
044000	Masonry		\$ 363,899	\$ 26.47	
051000	Structural Steel		\$ 189,351	\$ 13.77	
061000	Rough Carpentry		\$ 42,212	\$ 3.07	
062000	Architectural Woodwork		\$ 191,788	\$ 13.95	
071000	Waterproofing & Sealants		\$ 118,362	\$ 8.61	
072500	Spray Insulation		N/A		
074000	Metal Wall Panels		\$ 218,358	\$ 15.88	
075000	Roofing		\$ 198,628	\$ 14.45	
079000	Expansion Joint Covers		\$ 5,000	\$ 0.36	Allowance
081000	Doors, Frames & Hardware		\$ 137,243	\$ 9.98	
083300	Overhead Doors		\$ 214,900	\$ 15.63	
084000	Glass & Glazing		\$ 88,814	\$ 6.46	
092000	Plaster		\$ 9,250	\$ 0.67	
092100	Drywall & Acoustical		\$ 240,139	\$ 17.46	
093000	Tile		\$ 53,794	\$ 3.91	
096600	Flooring		\$ 4,389	\$ 0.32	
096700	Resinous Flooring		\$ 140,627	\$ 10.23	
099100	Painting		\$ 95,555	\$ 6.95	
100000	Specialties		\$ 46,071	\$ 3.35	
101400	Signage		\$ 54,812	\$ 3.99	
105000	Gear Lockers		w/ Specialties		
110000	Laundry Equipment		by Owner		
114300	Residential Appliances		\$ 26,525	\$ 1.93	
122000	Window Treatment		\$ 3,910	\$ 0.28	
210000	Fire Protection		\$ 66,600	\$ 4.84	
220000	Plumbing		w/ BP-230000	\$ -	
230000	HVAC		\$ 1,523,207	\$ 110.78	
260000	Electrical		\$ 755,232	\$ 54.93	
270000	Communications		\$ 38,117	\$ 2.77	
274000	Audio / Video Systems		by Owner	\$ -	
280000	Security & Access Control		\$ 56,360	\$ 4.10	
310000	Earthwork		\$ 107,033	\$ 7.78	
310001	Enabling		\$ 67,161	\$ 4.88	
313116	Termite Treatment		\$ 1,355	\$ 0.10	
321723	Pavement Markings		\$ 11,225	\$ 0.82	
323700	Fencing & Gates		\$ 151,500	\$ 11.02	
329000	Landscape & Irrigation		\$ 69,200	\$ 5.03	
330000	Site Utilities		\$ 75,311	\$ 5.48	

Cost Estimate Summary Sheet

Sherman Fire Station No. 1 Rebuild

Guaranteed Maximum Price

Date: November 13, 2023

13,750 sqft

Bid Package #	Bid Package Description		GMP Cost	Cost/SF	Notes
	Cost of Work Subtotal		\$ 6,440,839	\$ 468.42	
	Design Completion Factor	0.00%	\$ -	\$ -	
	Market Volatility Contingency	1.00%	\$ 64,408	\$ 4.68	
	Contractor Contingency	3.00%	\$ 193,225	\$ 14.05	
	Building Permit		Excluded		
	Construction Costs Subtotal		\$ 6,698,473	\$ 487.16	
	CGL & Umbrella Insurance	0.96%	\$ 74,159	\$ 5.39	
	Builder's Risk	Calc.	\$ 9,029	\$ 0.66	
	Payment & Performance Bond	Calc.	\$ 66,822	\$ 4.86	
	Construction Costs & Insurance Subtotal		\$ 6,848,483	\$ 498.07	
	General Conditions & General Requirements		\$ 586,851	\$ 42.68	
	Subtotal		\$ 7,435,334	\$ 540.75	
	Preconstruction Fee	LSUM	\$ 25,000	\$ 1.82	
	Construction Fee	3.45%	\$ 256,519	\$ 18.66	
	Project Total		\$ 7,716,853	\$ 561.23	
			GMP Cost		

Exhibit “A.2”

Alternates

Alternate	Description	Value	Status
1	Roof Screen	\$59,580	Pending
2	1" Add'l Thickness of Paving i.l.o. Lime	(\$5,036)	Pending

Exhibit “A.3”

Unit Costs

Unit Pricing		Add	Deduct	Notes
1	18" Drilled Pier	\$ 57.50	\$ (7.00)	per linear foot
2	24" Drilled Pier	\$ 86.25	\$ (9.00)	per linear foot
3	18" Temporary Casing	\$ 55.20	\$ (5.00)	per linear foot
4	24" Temporary Casing	\$ 74.75	\$ (7.00)	per linear foot

Exhibit “A.4”

Project Schedule

See attached Project Schedule dated November 13, 2023.

Activity Name	RD	Start	Finish	2024																2025			
				Qtr 4		Qtr 1			Qtr 2		Qtr 3			Qtr 4		Qtr 1			Qtr 2				
				Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr		
Sherman Fire Station #1																							
Pre-Construction																							
GMP																							
Approval to Proceed with 100% CD's	0		05-Sep-23 A	Approval to Proceed with 100% CD's																			
100% CD's Issued	0		05-Sep-23 A	100% CD's Issued																			
Finalize Trade Package Information for Bid	0	05-Sep-23 A	18-Sep-23 A																				
Issue Public Advertisement #1	0	15-Sep-23 A	15-Sep-23 A																				
Issue Documents for Subcontractor Bidding	0	19-Sep-23 A	16-Oct-23 A																				
Issue Public Advertisement #2	0		22-Sep-23 A	Issue Public Advertisement #2																			
Pre-Bid Outreach Mtg.	0	04-Oct-23 A	04-Oct-23 A																				
Deadline for Pre-Bid RFI's	0		05-Oct-23 A	Deadline for Pre-Bid RFI's																			
Issue Final Pre-Bid Addendum	0		09-Oct-23 A	Issue Final Pre-Bid Addendum																			
Subcontractor Bids Due	0	17-Oct-23 A	17-Oct-23 A																				
Subcontractor Scope Review & Evaluation	0	18-Oct-23 A	31-Oct-23 A																				
GMP Draft Review	0	01-Nov-23 A	07-Nov-23 A																				
GMP Proposal to Owner	0		13-Nov-23	◆ GMP Proposal to Owner																			
Owner Approves GMP	5	13-Nov-23	17-Nov-23	■ Owner Approves GMP																			
Council Approval	0		20-Nov-23	◆ Council Approval																			
Notice to Proceed for Construction Issued	0	04-Dec-23		◆ Notice to Proceed for Construction Issued																			
Permitting																							
Issue 100% CD's for permit	0	06-Oct-23 A	06-Oct-23 A																				
Permitting Review	0	09-Oct-23 A	03-Nov-23 A	■ Permitting Review																			
Receive City Comments	0	06-Nov-23 A	06-Nov-23 A	■ Receive City Comments																			
Address City Comments	0	07-Nov-23 A	08-Nov-23 A	■ Address City Comments																			
Resubmit for Final Review	0	08-Nov-23 A	08-Nov-23 A	■ Resubmit for Final Review																			
Permit Issued	1	13-Nov-23	13-Nov-23	■ Permit Issued																			
Construction																							
Mobilization																							
Issue of Sub Contracts and LOIs	20	04-Dec-23	02-Jan-24	■ Issue of Sub Contracts and LOIs																			
Install SWPPP / Erosion Control	5	04-Dec-23	08-Dec-23	■ Install SWPPP / Erosion Control																			
Office Trailer - Deliver & Connect Utilites	5	04-Dec-23	08-Dec-23	■ Office Trailer - Deliver & Connect Utilites																			
Site Fencing	5	04-Dec-23	08-Dec-23	■ Site Fencing																			
Byrne Mobilization	0	05-Dec-23		◆ Byrne Mobilization																			
Layout / Control for Earthwork	5	05-Dec-23	11-Dec-23	■ Layout / Control for Earthwork																			

Activity Name	RD	Start	Finish	2024																2025			
				Qtr 4		Qtr 1			Qtr 2			Qtr 3			Qtr 4		Qtr 1			Qtr 2			
				Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr		
Submittals, Fabrication & Procurement																							
Submittals, Fabrication, & Procurement Total Duration	130	11-Dec-23	12-Jun-24																				
Sub-Contractor Submittals																							
Foundation Submittal to Byrne	15	04-Dec-23	22-Dec-23																				
Structural Steel to Byrne	15	04-Dec-23	22-Dec-23																				
Fencing Submittals to Byrne	15	04-Dec-23	22-Dec-23																				
Concrete Submittals to Byrne	15	11-Dec-23	02-Jan-24																				
Utilities Submittals to Byrne	15	11-Dec-23	02-Jan-24																				
Doors/ Frames/ HDWR Submittals to Byrne	15	26-Dec-23	16-Jan-24																				
Glass Submittal to Byrne	15	26-Dec-23	16-Jan-24																				
Framing Submittals to Byrne	25	26-Dec-23	30-Jan-24																				
Roofing Submittals to Byrne	30	26-Dec-23	06-Feb-24																				
Decking Submittals to Byrne	15	03-Jan-24	23-Jan-24																				
Flooring Submittals to Byrne	15	03-Jan-24	23-Jan-24																				
Electrical Submittals to Byrne	15	03-Jan-24	23-Jan-24																				
Fire Protection Submittals to Byrne	25	03-Jan-24	06-Feb-24																				
Plumbing Submittals to Byrne	20	03-Jan-24	30-Jan-24																				
Communications/AV/IT Submittals to Byrne	20	03-Jan-24	30-Jan-24																				
Mechanical Submittal to Byrne	20	03-Jan-24	30-Jan-24																				
Millwork Submittals to Byrne	15	17-Jan-24	06-Feb-24																				
Apparatus Bay Equipment Submittals to Byrne	20	28-Feb-24	26-Mar-24																				
Review of Submittals (Byrne)																							
Review/Submit Foundation Submittals	5	26-Dec-23	02-Jan-24																				
Review/Submit Fencing Submittals	5	26-Dec-23	02-Jan-24																				
Review/Submit Structural Steel Submittals	5	26-Dec-23	02-Jan-24																				
Review/Submit Concrete Submittals	5	03-Jan-24	09-Jan-24																				
Review/Submit Utilities Submittals	5	03-Jan-24	09-Jan-24																				
Review/Submit Doors/ Frames/ HDWR Submittals	5	17-Jan-24	23-Jan-24																				
Review/Submit Aluminum & Glass Submittal	5	17-Jan-24	23-Jan-24																				
Review/Submit Decking Submittal	5	24-Jan-24	30-Jan-24																				
Review/Submit Electrical Submittals	5	24-Jan-24	30-Jan-24																				
Review/Submit Flooring Submittals	5	24-Jan-24	30-Jan-24																				
Review/Submit Communications/AV/IT Submittals	5	31-Jan-24	06-Feb-24																				
Review/Submit Framing Submittals	5	31-Jan-24	06-Feb-24																				
Review/Submit Plumbing Submittals	5	31-Jan-24	06-Feb-24																				
Review/Submit Mechanical Submittal	5	31-Jan-24	06-Feb-24																				

Activity Name	RD	Start	Finish	2024												2025			
				Qtr 4		Qtr 1			Qtr 2			Qtr 3		Qtr 4		Qtr 1			Qtr 2
				Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Review/Submit Millwork Submittals	5	07-Feb-24	13-Feb-24																
Review/Submit Roofing Submittals	5	07-Feb-24	13-Feb-24																
Review/Submit Fire Protection Submittals	5	07-Feb-24	13-Feb-24																
Review/Submit Apparatus Bay Equipment Submittals	5	27-Mar-24	02-Apr-24																
Approve Submittals																			
Review/Approve Foundation Submittals by Arch	10	03-Jan-24	16-Jan-24																
Review/Approve Fencing Submittals by Arch	10	03-Jan-24	16-Jan-24																
Review/Approve Structural Steel Submittals by Arch	10	03-Jan-24	16-Jan-24																
Review/Approve Concrete Submittals by Arch	10	10-Jan-24	23-Jan-24																
Review/Approve Utilities Submittals by Arch	10	10-Jan-24	23-Jan-24																
Review/Approve Doors/ Frames/ HDWR Submittals by Arch	10	24-Jan-24	06-Feb-24																
Review/Approve Aluminum & Glass Submittal by Arch	10	24-Jan-24	06-Feb-24																
Review/Approve Decking Submittals by Arch	10	31-Jan-24	13-Feb-24																
Review/Approve Electrical Submittals by Arch	10	31-Jan-24	13-Feb-24																
Review/Approve Flooring Submittals by Arch	10	31-Jan-24	13-Feb-24																
Review/Approve Communications/AV/IT Submittals by Arch	10	07-Feb-24	20-Feb-24																
Review/Approve Framing Submittals by Arch	10	07-Feb-24	20-Feb-24																
Review/Approve Plumbing Submittals by Arch	10	07-Feb-24	20-Feb-24																
Review/Approve Mechanical Submittal by Arch	10	07-Feb-24	20-Feb-24																
Review/Approve Millwork Submittals by Arch	10	14-Feb-24	27-Feb-24																
Review/Approve Roofing Submittals by Arch	10	14-Feb-24	27-Feb-24																
Review/Approve Fire Protection Submittals by Arch	10	14-Feb-24	27-Feb-24																
Review/Approve Apparatus Bay Equipment Submittals by Arch	10	03-Apr-24	16-Apr-24																
Fab/Deliver																			
Fab/Deliver Structural Steel	25	17-Jan-24	20-Feb-24																
Fab/Deliver Fencing	25	17-Jan-24	20-Feb-24																
Fab/Deliver Doors/ Frames/ HDWR	20	07-Feb-24	05-Mar-24																
Fab/Deliver Aluminum & Glass	25	07-Feb-24	12-Mar-24																
Fab/Deliver Decking	35	14-Feb-24	02-Apr-24																
Fab/Deliver Lights	25	14-Feb-24	19-Mar-24																
Fab/Deliver Flooring	30	14-Feb-24	26-Mar-24																
Fab/Deliver Millwork	20	28-Feb-24	26-Mar-24																
Fab/Deliver Apparatus Bay Equipment	40	17-Apr-24	12-Jun-24																
Site																			
Demo of the Existing Interior Building	15	04-Dec-23	22-Dec-23																
General Site Clean/ Clearing	10	11-Dec-23	22-Dec-23																

Activity Name	RD	Start	Finish	2024																2025			
				Qtr 4		Qtr 1			Qtr 2			Qtr 3		Qtr 4		Qtr 1		Qtr 2		Jan	Feb	Mar	Apr
				Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb				
Site Utilities	20	03-Jan-24	30-Jan-24			■																	
Pad Prep & Earthwork	25	17-Jan-24	20-Feb-24			■																	
Underslab MEP	10	10-Apr-24	23-Apr-24						■														
Slab-on-Grade	10	24-Apr-24	07-May-24						■														
Parking Lot Paving	20	08-May-24	05-Jun-24							■													
Landscape & Irrigation	30	17-Sep-24	28-Oct-24												■								
Install Fencing	15	29-Oct-24	18-Nov-24												■								
Site & Landscape Punch Walk	1	19-Nov-24	19-Nov-24																				
Fire Station Renovation																							
Restrooms																							
Saw Cut for Interior	5	26-Dec-23	02-Jan-24			■																	
Overhead Rough-In	20	13-Mar-24	09-Apr-24						■														
Set Carriers	5	10-Apr-24	16-Apr-24						■														
In-Wall/Overhead Inspections	2	17-Apr-24	18-Apr-24						■														
Close Walls/Ceilings	3	19-Apr-24	23-Apr-24						■														
T / F Walls & Ceilings	5	24-Apr-24	30-Apr-24						■														
Paint Ceilings	3	01-May-24	03-May-24						■														
Install Floor/Wall Tile	10	06-May-24	17-May-24						■														
Install Millwork	10	17-Sep-24	30-Sep-24																				
Install Fixtures / Accessories	3	01-Oct-24	03-Oct-24																				
Interior Finishes																							
Exposed Floor Grind and Polish	25	03-Jan-24	06-Feb-24			■																	
Permanent Power	0		09-Jan-24			◆																	
Lay-out Walls/ Etc.	2	07-Feb-24	08-Feb-24						■														
Overhead MEPF	25	28-Feb-24	02-Apr-24						■														
Install Interior Framing	25	13-Mar-24	16-Apr-24						■														
In Wall MEP Rough-in/ Blocking/ Inspections	15	27-Mar-24	16-Apr-24						■														
Overhead MEP Inspection	2	03-Apr-24	04-Apr-24						■														
Interior Gypsum Board Installation Walls & Ceilings	20	05-Apr-24	02-May-24						■														
Tape/Float/ Prime/ Paint Walls & Ceilings	20	11-Apr-24	08-May-24						■														
Overhead Comm/AV/IT Cabling Installation	15	23-Apr-24	13-May-24						■														
Plumbing Fixture Installation	15	25-Apr-24	15-May-24						■														
Ceiling Grid Installation	15	25-Apr-24	15-May-24						■														
Accessories & Partition Installation	10	30-Apr-24	13-May-24						■														
MEPF Trim out @ Ceilings	15	02-May-24	22-May-24						■														
Install Apparatus Bay Equipment	10	13-Jun-24	26-Jun-24																				

Activity Name	RD	Start	Finish	2024												2025			
				Qtr 4		Qtr 1			Qtr 2			Qtr 3		Qtr 4		Qtr 1			Qtr 2
				Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Conditioned Air	0		16-Sep-24												◆ Conditioned Air				
Install Ceiling Tile	5	17-Sep-24	23-Sep-24												■ Install Ceiling Tile				
Millwork & Trim Installation	15	23-Sep-24	11-Oct-24												■ Millwork & Trim Installation				
Doors & Hardware Installation	10	04-Oct-24	17-Oct-24												■ Doors & Hardware Installation				
Finish Paint & Touch-up	10	04-Oct-24	17-Oct-24												■ Finish Paint & Touch-up				
Kitchen Equipment Appliance Install	5	14-Oct-24	18-Oct-24												■ Kitchen Equipment Appliance Install				
Owner Furniture Install - By Owner	15	18-Oct-24	07-Nov-24												■ Owner Furniture Install - By Owner				
Final Clean	3	08-Nov-24	12-Nov-24												■ Final Clean				
Generate Punch List	2	12-Nov-24	13-Nov-24												■ Generate Punch List				
Apparatus Bays Addition																			
Foundation & Structure																			
Install Drilled Piers	20	21-Feb-24	19-Mar-24																
FRP - Grade Beams	20	13-Mar-24	09-Apr-24																
FRP Slab on Grade	20	10-Apr-24	07-May-24																
Erect Steel Framing & Decking	20	08-May-24	05-Jun-24																
Install CMU Walls	20	06-Jun-24	03-Jul-24																
Structural Masonry Complete	0		03-Jul-24												◆ Structural Masonry Complete				
Structural Top Out	0		03-Jul-24												◆ Structural Top Out				
Roofing and Facade																			
Exterior Metal Stud Framing/Sheathing	20	05-Jul-24	01-Aug-24																
Exterior Wall Waterproofing, Plaster & Masonry Facade	30	17-Jul-24	27-Aug-24																
Install Roofing System	15	02-Aug-24	22-Aug-24																
Roofing Dry-in	0		22-Aug-24												◆ Roofing Dry-in				
Install HVAC Units	10	23-Aug-24	06-Sep-24												■ Install HVAC Units				
Install Glazing Systems	15	26-Aug-24	16-Sep-24												■ Install Glazing Systems				
Dry-in Facility	0		16-Sep-24												◆ Dry-in Facility				
Project Close Out																			
Closeout Procedures Total Duration	28	21-Oct-24	27-Nov-24																
Prepare Warranties & Closeout Documents	20	21-Oct-24	15-Nov-24																
Building Final Inspections	5	21-Oct-24	25-Oct-24																
Conduct Onsite Training w/ Owner	10	13-Nov-24	26-Nov-24																
SUBSTANTIAL COMPLETION	3	20-Nov-24	22-Nov-24																
Deliver Close-out Documents	1	27-Nov-24	27-Nov-24																
FINAL COMPLETION	20	27-Dec-24	24-Jan-25																
Grand Opening	1	27-Jan-25	27-Jan-25																

Exhibit “A.5”

Contract Documents

See attached Contract Documents List dated November 13, 2023.

Contract Documents List

Sherman Fire Station No. 1 Rebuild

Sherman, TX

Guaranteed Maximum Price

Date: 11/13/2023

Sheet	Original Date	Sheet Name
SPECIFICATIONS		
00001	09/15/23	TABLE OF CONTENTS
00002	09/15/23	CERTIFICATION PAGE
00007	09/15/23	GENERAL CONDITIONS
00200	09/15/23	GEOTECHNICAL DATA
01 01 00	09/15/23	SUMMARY OF WORK
01 25 00	09/15/23	SUBSTITUTION PROCEDURES
01 26 00	09/15/23	CONTRACT MODIFICATION PROCEDURES
01 29 00	09/15/23	PAYMENT PROCEDURES
01 31 00	09/15/23	PROJECT MANAGEMENT AND COORDINATION
01 32 00	09/15/23	CONSTRUCTION PROGRESS DOCUMENTATION
01 33 00	09/15/23	SUBMITTAL PROCEDURES
01 40 00	09/15/23	QUALITY REQUIREMENTS
01 41 00	09/15/23	TESTING LABORATORY SERVICES
01 42 00	09/15/23	REFERENCES
01 50 00	09/15/23	TEMPORARY FACILITIES AND CONTROLS
01 60 00	09/15/23	PRODUCT REQUIREMENTS
01 73 00	09/15/23	EXECUTION
01 73 10	09/15/23	FINAL CLEANING
01 73 29	09/15/23	CUTTING AND PATCHING
01 77 00	09/15/23	CLOSEOUT PROCEDURES
01 78 23	09/15/23	OPERATION AND MAINTENANCE DATA
01 78 39	09/15/23	PROJECT RECORD DOCUMENTS
01 80 00	09/15/23	WARRANTIES AND BONDS
01 83 16	09/15/23	WALL ASSEMBLY
02 41 19	09/15/23	SELECTIVE STRUCTURE DEMOLITION
03 10 00	09/15/23	CONCRETE FORMING AND ACCESSORIES
03 20 00	09/15/23	CONCRETE REINFORCING
03 30 00	09/15/23	CAST-IN-PLACE CONCRETE
04 10 00	09/15/23	MORTAR & GROUT
04 20 00	09/15/23	UNIT MASONRY
04 21 13	09/15/23	BRICK MASONRY
04 22 00	09/15/23	NATURAL TEXAS LIMESTONE
04 72 00	09/15/23	CAST STONE MASONRY
05 12 00	09/15/23	STRUCTURAL STEEL FRAMING
05 21 00	09/15/23	STEEL JOISTS
05 30 00	09/15/23	METAL DECKING
05 31 00	09/15/23	METAL FLOOR DECKING
05 40 00	09/15/23	COLD-FORMED METAL FRAMING
05 50 00	09/15/23	METAL FABRICATIONS
06 10 00	09/15/23	ROUGH CARPENTRY
06 16 00	09/15/23	SHEATHING
06 40 23	09/15/23	INTERIOR ARCHITECTURAL WOODWORK
07 16 14	09/15/23	ACRYLIC MODIFIED (FLEXIBLE) CEMENTITIOUS MEMBRANE
07 21 00	09/15/23	THERMAL INSULATION
07 27 26	09/15/23	FLUID APPLIED VAPOR PERMEABLE AIR AND MOISTURE BARRIER
07 92 00	09/15/23	JOINT SEALANTS
07 42 23	09/15/23	METAL WALL PANEL
07 54 23	09/15/23	THERMOPLASTIC POLYOLEFIN TPO

Contract Documents List

Sherman Fire Station No. 1 Rebuild

Sherman, TX

Guaranteed Maximum Price

Date: 11/13/2023

Sheet	Original	Sheet Name
07 62 00	09/15/23	SHEET METAL FLASHING AND TRIM
07 72 00	09/15/23	ROOF ACCESSORIES
10 82 13	09/15/23	ROOF SCREENS
08 11 13	09/15/23	HOLLOW METAL DOORS AND FRAMES
08 12 00	09/15/23	INTERIOR ALUMINUM DOORS, DOOR FRAMES, AND STOREFRONT FRAMING
08 21 20	09/15/23	SOLID CORE PLASTIC LAMINATE-FACED DOORS
08 70 00	09/15/23	DOOR HARDWARE AND SCHEDULE
08 33 00	09/15/23	COMMERCIAL SLAT DOOR
08 33 10	09/15/23	COMMERCIAL FOUR FOLD DOOR SYSTEM
08 36 00	09/15/23	COMMERCIAL OVERHEAD DOOR
08 43 13	09/15/23	EXTERIOR ALUMINUM FRAMED STOREFRONTS
08 80 00	09/15/23	GLAZING
09 22 16	09/15/23	NON-STRUCTURAL METAL FRAMING
09 26 10	09/15/23	GYPSON SHEATHING
09 29 00	09/15/23	GYPSON BOARD
09 51 23	09/15/23	ACOUSTICAL TILE CEILINGS
09 30 13	09/15/23	TILE
09 65 13	09/15/23	RESILIENT WALL BASE
09 67 23	09/15/23	RESINOUS FLOORING
09 91 23	09/15/23	EXTERIOR PAINTS AND COATINGS
09 92 23	09/15/23	INTERIOR PAINTS AND COATINGS
10 11 00	09/15/23	VISUAL DISPLY SURFACES
10 26 50	09/15/23	IMPACT-RESISTANT WALL PROTECTION
10 28 00	09/15/23	TOILET ACCESSORIES
10 44 00	09/15/23	FIRE PROTECTION SPECIALTIES
10 14 00	09/15/23	INTERIOR SIGNAGE
10 42 00	09/15/23	EXTERIOR BUILDING SIGNAGE
10 42 21	09/15/23	BUILDING DEDICATION PLAQUE
11 31 00	09/15/23	RESIDENTIAL APPLICANECS
12 24 13	09/15/23	MANUAL ROLLER SHADES
21 05 00	09/15/23	COMMON WORK RESULTS FOR FIRE SUPPRESSION
21 10 00	09/15/23	AUTOMATIC SPRINKLER SYSTEMS
21 11 00	09/15/23	FIRE PROTECTION PIPING
22 05 17	09/15/23	SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING
22 05 23	09/15/23	GENERAL-DUTY VALVES FOR PLUMBING PIPING
22 05 29	09/15/23	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT
22 07 19	09/15/23	PLUMBING PIPING INSULATION
22 10 05	09/15/23	PLUMBING PIPING
22 10 06	09/15/23	PLUBMING PIPING SPECIALTIES
22 30 00	09/15/23	PLUMBING EQUIPMENT
22 40 00	09/15/23	PLUMBING FIXTURES
23 05 13	09/15/23	COMMON MOTOR REQUIREMENTS FOR HVAC
23 05 29	09/15/23	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT
23 05 93	09/15/23	TESTING, ADJUSTING, AND BALANCING FOR HVAC
23 07 13	09/15/23	DUCT INSULATION
23 11 23	09/15/23	NATURAL GAS PIPING
23 23 00	09/15/23	REFRIGERANT PIPING
23 31 00	09/15/23	HVAC DUCTS AND CASINGS
23 33 00	09/15/23	AIR DUCT ACCESSORIES
23 34 23	09/15/23	HVAC POWER VENTILATORS

Contract Documents List

Sherman Fire Station No. 1 Rebuild

Sherman, TX

Guaranteed Maximum Price

Date: 11/13/2023

Sheet	Original	Sheet Name
23 37 00	09/15/23	AIR OUTLETS AND INLETS
23 38 13	09/15/23	COMMERCIAL KITCHEN HOODS
23 51 00	09/15/23	BREECHINGS, CHIMNEYS, AND STACKS
23 53 33	09/15/23	FUEL FIRED UNIT HEATERS
23 74 13	09/15/23	PACKAGED ROOF TOP AIR CONDITIONERS
23 81 26.13	09/15/23	SMALL SPLIT-SYSTEM AIR CONDITIONERS
26 05 19	09/15/23	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
26 05 26	09/15/23	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
26 05 29	09/15/23	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
26 05 33.13	09/15/23	CONDUIT FOR ELECTRICAL SYSTEMS
26 05 48	09/15/23	VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS
26 05 53	09/15/23	IDENTIFICATION FOR ELECTRICAL SYSTEMS
26 05 83	09/15/23	WIRING CONNECTIONS
26 09 23	09/15/23	LIGHTING CONTROL DEVICES
26 21 00	09/15/23	LOW VOLTAGE ELECTRICAL SERVICE ENTRANCE
26 24 16	09/15/23	PANELBOARDS
26 27 26	09/15/23	WIRING DEVICES
26 28 13	09/15/23	FUSES
26 28 16.16	09/15/23	ENCLOSED SWITCHES
26 36 00	09/15/23	TRANSFER SWITCHES
26 43 00	09/15/23	SURGE PROTECTIVE DEVICES
26 51 00	09/15/23	INTERIOR LIGHTING
26 56 00	09/15/23	EXTERIOR LIGHTING
270528	09/15/23	PATHWAYS FOR COMMUNICATIONS SYSTEMS
270543	09/15/23	UNDERGROUND DUCTS & RACEWAYS
28 46 00	09/15/23	FIRE DETECTION AND ALARM
31 31 16	09/15/23	TERMITE CONTROL
31 63 29	09/15/23	DRILLED PIERS
32 31 00	09/15/23	BOX FRAME CANTILEVER GATE
32 31 19	09/15/23	ORNAMENTAL STEEL FENCE
Drawings		
ACOVE	10/06/23	COVER SHEET
INDEX	10/06/23	INDEX AND PROJECT INFORMATION
NOTES	10/06/23	GENERAL NOTES
CODE 10	10/06/23	CODE PLAN
ADA-1	10/06/23	ADA REQUIREMENTS
ADA-2	10/06/23	ADA REQUIREMENTS
ADA-3	10/06/23	ADA REQUIREMENTS
ADA-4	10/06/23	ADA REQUIREMENTS
ADA-5	10/06/23	ADA REQUIREMENTS
ADA-6	10/06/23	ADA REQUIREMENTS
CIVIL	10/06/23	COVER SHEET
CIVIL	10/06/23	FINAL PLAT
CIVIL	10/06/23	ALTA SURVEY
SP	10/06/23	SITE PLAN
C1-1	10/06/23	DEMOLITION PLAN
C2-1	10/06/23	PAVING PLAN
C3-1	10/06/23	GRADING PLAN
C4-1	10/06/23	EX. DRAINAGE AREA MAP
C4-2	10/06/23	DRAIN AREA MAP

Contract Documents List

Sherman Fire Station No. 1 Rebuild

Sherman, TX

Guaranteed Maximum Price

Date: 11/13/2023

Sheet	Original	Sheet Name
C5-1	10/06/23	WATER AND SEWER PLAN
C6-1	10/06/23	EROSION CONTROL PLAN
C7-1	10/06/23	CONSTRUCTION DETAILS
C8-1	10/06/23	CITY STANDARD DETAILS
C8-2	10/06/23	CITY STANDARD DETAILS
L1	10/06/23	LANDSCAPE PLAN
L2	10/06/23	LANDSCAPE SPECIFICATIONS
DEMO 100	10/06/23	EXISTING SITE PLAN - DEMO
DEMO 200	10/06/23	EXISTING FLOOR PLAN - DEMO
DEMO 210	10/06/23	DEMO PHOTOS
DEMO 211	10/06/23	DEMO PHOTOS
DEMO 212	10/06/23	DEMO PHOTOS
DEMO 213	10/06/23	DEMO PHOTOS
DEMO 214	10/06/23	DEMO PHOTOS
DEMO 215	10/06/23	DEMO PHOTOS
DEMO 216	10/06/23	DEMO PHOTOS
A100	10/06/23	NEW SITE PLAN
A110	10/06/23	ENLARGED SITE PLAN AND DETAILS
A111	10/06/23	ENLARGED SITE PLAN AND DETAILS
A112	10/06/23	ENLARGED SITE PLAN AND DETAILS
A113	10/06/23	ENLARGED SITE PLAN AND DETAILS
A200	10/06/23	FLOOR PLAN
A200N	10/06/23	ANNOTATION PLAN
A200R	10/06/23	REFERENCE FLOOR PLAN
A210	10/06/23	REFLECTED CEILING PLAN
A240	10/06/23	ROOF PLAN
A241	10/06/23	ROOF DETAILS
A242	10/06/23	ROOF DETAILS
A250	10/06/23	INTERIOR WALL ASSEMBLY TYPES
A251	10/06/23	INTERIOR WALL ASSEMBLY TYPES
A252	10/06/23	INTERIOR WALL ASSEMBLY TYPES
A255	10/06/23	PARTITION NOTES AND DETAILS
A256	10/06/23	PARTITION DETAILS
A257	10/06/23	PARTITION DETAILS
A300	10/06/23	EXTERIOR ELEVATIONS
A301	10/06/23	EXTERIOR ELEVATIONS
A410	10/06/23	DOOR SCHEDULE / DOOR ELEVATIONS
A411	10/06/23	DOOR DETAILS
A412	10/06/23	DOOR DETAILS
A420	10/06/23	WINDOW SCHEDULE / WINDOW ELEVATIONS
A421	10/06/23	WINDOW DETAILS
A422	10/06/23	WINDOW DETAILS
A500	10/06/23	BUILDING SECTIONS
A501	10/06/23	BUILDING SECTIONS
A502	10/06/23	BUILDING SECTIONS
A503	10/06/23	BUILDING SECTIONS
A504	10/06/23	BUILDING SECTIONS
A510	10/06/23	ENLARGED WALL SECTION DETAILS
A511	10/06/23	ENLARGED WALL SECTION DETAILS
A512	10/06/23	ENLARGED WALL SECTION DETAILS

Contract Documents List

Sherman Fire Station No. 1 Rebuild

Sherman, TX

Guaranteed Maximum Price

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Sheet	Original	Sheet Name
A513	10/06/23	ENLARGED WALL SECTION DETAILS
A514	10/06/23	ENLARGED WALL SECTION DETAILS
A515	10/06/23	ENLARGED WALL SECTION DETAILS
A516	10/06/23	ENLARGED WALL SECTION DETAILS
A517	10/06/23	ENLARGED WALL SECTION DETAILS
A518	10/06/23	ENLARGED WALL SECTION DETAILS
A530	10/06/23	ENLARGED WALL SECTION DETAILS - INTERIOR
A600	10/06/23	ENLARGED RESTROOM PLAN AND ELEVATIONS
A601	10/06/23	ENLARGED RESTROOM PLAN AND ELEVATIONS
A602	10/06/23	ENLARGED RESTROOM PLAN AND ELEVATIONS
A610	10/06/23	ENLARGED PLAN AND INTERIOR ELEVATIONS
A611	10/06/23	ENLARGED PLAN AND INTERIOR ELEVATIONS
A612	10/06/23	ENLARGED PLAN AND INTERIOR ELEVATIONS
A613	10/06/23	ENLARGED PLAN AND INTERIOR ELEVATIONS
A614	10/06/23	ENLARGED PLAN AND INTERIOR ELEVATIONS
A615	10/06/23	ENLARGED PLAN AND INTERIOR ELEVATIONS
A616	10/06/23	ENLARGED PLAN AND INTERIOR ELEVATIONS
A700	10/06/23	MILLWORK SECTIONS
A701	10/06/23	MILLWORK SECTIONS
A702	10/06/23	MILLWORK SECTIONS
A703	10/06/23	MILLWORK SECTIONS
A900	10/06/23	FINISH PLAN
A1100	10/06/23	SIGNAGE PLAN
A1101	10/06/23	BUILDING SIGNAGE
A1102	10/06/23	ENLARGED SIGNAGE DETAILS
S101	10/06/23	ABBREVIATIONS AND GENERAL NOTES
S102	10/06/23	GENERAL NOTES - CONTINUED
S103	10/06/23	REQUIRED SPECIAL INSPECTIONS
S201	10/06/23	FOUNDATION PLAN
S202	10/06/23	EXISTING AND NEW ROOF FRAMING PLAN
S301	10/06/23	SECTIONS
S302	10/06/23	FIRE STATION SIGNAGE ELEVATION AND SECTION
S401	10/06/23	FRAMING SECTIONS
S402	10/06/23	FRAMING AND CANOPY SECTIONS AND DETAILS
S501	10/06/23	TYPICAL DETAILS
S502	10/06/23	TYPICAL DETAILS
S503	10/06/23	TYPICAL DETAILS
S504	10/06/23	KNEE-BRACING ELEVATIONS AND DETAILS
M0.1	10/06/23	MECHANICAL SYMBOLS AND ABBREVIATIONS
M2.1	10/06/23	FLOOR PLAN MECHANICAL
M2.2	10/06/23	ROOF PLAN MECHANICAL
M5.1	10/06/23	MECHANICAL DETAILS
M5.2	10/06/23	MECHANICAL DETAILS
M5.3	10/06/23	MECHANICAL DETAILS
M6.1	10/06/23	MECHANICAL SCHEDULES
E0.1	10/06/23	ELECTRICAL SYMBOLS AND ABBREVIATIONS
E0.2	10/06/23	ELECTRICAL SPECIFICATIONS
E0.3	10/06/23	ELECTRICAL SPECIFICATIONS
E1.1	10/06/23	SITE PLAN - ELECTRICAL
E1.2	10/06/23	SITE PLAN - PHOTOMETRIC

Contract Documents List

Sherman Fire Station No. 1 Rebuild

Sherman, TX

Guaranteed Maximum Price

Date: 11/13/2023

Sheet	Original	Sheet Name
ED2.1	10/06/23	FLOOR PLAN DEMOLITION
E2.1	10/06/23	FLOOR PLAN POWER
E2.2	10/06/23	FLOOR PLAN - HVAC POWER
E2.3	10/06/23	ROOF PLAN - ELECTRICAL
E3.1	10/06/23	FLOOR PLAN - LIGHTING
E5.1	10/06/23	ELECTRICAL DETAILS
E6.1	10/06/23	ELECTRICAL RISER DIAGRAM
E6.2	10/06/23	ELECTRICAL SCHEDULES
FA2.1	10/06/23	FLOOR PLAN - FIRE ALARM
P0.1	10/06/23	PLUMBING SYMBOLS AND ABBREVIATIONS
P2.1	10/06/23	BELOW FLOOR PLAN - PLUMBING
P2.2	10/06/23	ABOVE FLOOR PLAN - PLUMBING
P2.3	10/06/23	ROOF PLAN - PLUMBING
P5.1	10/06/23	PLUMBING DETAILS
P6.1	10/06/23	PLUMBING SCHEDULE
FP2.1	10/06/23	FLOOR PLAN - FIRE PROTECTION
TECH 01	10/06/23	TECHNOLOGY PLAN
TECH 02	10/06/23	ENLARGED TECHNOLOGY PLAN
TECH 03	10/06/23	TECHNOLOGY DETAILS
TECH 04	10/06/23	ENLARGED TECHNOLOGY PLANS - SITE
Addenda		
1	10/02/23	ADDENDUM 1
2	10/10/23	ADDENDUM 2

Exhibit “A.6”

Allowances

Allowances specified in the Contract Documents		
1	Building dedication plaque	\$ 2,500
2	Acoustical Panels	\$ 10,000

1	Building dedication plaque	\$ 2,500
2	Acoustical Panels	\$ 10,000

Allowances specified by Byrne Construction for work requiring clarification		
1	HVAC DDC Controls	\$ 65,000
2	Expansion Joint Covers	\$ 5,000

1	HVAC DDC Controls	\$ 65,000
2	Expansion Joint Covers	\$ 5,000

Exhibit “A.7”

Qualifications & Clarifications

See attached Qualifications & Clarifications dated November 13, 2023.

Qualifications & Clarifications

Sherman Fire Station No. 1 Rebuild

Guaranteed Maximum Price

Date: November 13, 2023

General Conditions:	
1	A Market Volatility Contingency of 1% is included in this GMP.
2	A Contractor's Construction Contingency of 3% is included in this GMP, and is intended for construction use only. Owner contingency is excluded from this GMP.
3	A construction fee of 3.45% is included on the cost summary, and is based upon the total construction cost.
4	Builders Risk Insurance is included, and based upon the total cost.
5	CGL & Umbrella Insurance is included, and based upon the total cost.
6	Payment and Performance bonds for Byrne have been included on the cost summary, and are based upon the total cost.
7	The CM pre-construction services fee of \$25,000 is included in this GMP.
8	All costs associated with approvals, easements, assessments, fees, deposits, charges, permits, studies, impact fees, tap fees, services fees, or similar, required by any governing agency to include County, City, State, or Federal entities, in addition to any and all utility entities are specifically excluded.
9	Building permit cost is excluded (assumed exempt).
10	Testing Lab services for materials, mock-ups, or delegated engineering components are to be provided by the Owner, and are excluded.
11	Testing of building components for water or air intrusion is not included and is to be provided by the Owner.
12	Commissioning Agent and Services are to be provided by the Owner.
13	The General Conditions included in this GMP are based upon approximately 11 months to substantial completion. Overall project completion is 12 months.
14	Design Fees or services are not included. Where required in the specifications, the Construction Manager will provide design calculations and information provided by the Trade Contractors to the Architect and Engineer for approval and acceptance of the design.
15	The CM does not warrant or guarantee functionality of the design with the Owner's requirements. The CM relies upon the designers to provide and implement the Owner's requirements into the design documents.
16	All initial and final survey's and plats required by the City are by the Owner.
17	All electrical costs associated with construction is included.
18	All water costs associated with construction is included.
19	This GMP is to be reviewed as a whole; not as individual line items.
Temporary Construction Cost of Work Items:	
1	Sales tax is excluded.
2	This GMP is based upon electronic design document files and models being available to all subcontractors at no additional cost.
3	All furnishings, fixtures, and equipment (including moving of existing furniture) are excluded from this budget, unless specifically noted in the budget detail.
4	All hazardous or contaminated material and soil testing, remediation, investigation is excluded.
5	Site is assumed to be free of any contaminants, unencumbered, and ready to begin excavation work.
6	LEED construction is excluded.
7	BIM coordination and clash detection is excluded.
8	All costs associated with temporary fencing and gates is included.

Qualifications & Clarifications

Sherman Fire Station No. 1 Rebuild

Guaranteed Maximum Price

Date: November 13, 2023

General Comments:	
1	Material and Labor Shortages – If serious or unusual price escalation, or material and/or labor shortages are experienced due to causes beyond the Contractor's control following the execution of this Contract, and to the extent such escalation and/or shortages increase the cost of construction or cause the Contractor to incur delays to the critical path that cannot be avoided despite the exercise of reasonable professional diligence, Contractor shall provide Owner with notice of such shortages and their potential cost and/or schedule impact and a change order shall issue to adjust the Contract Sum and Contract Time accordingly.
Division 2 - Existing Conditions:	
1	Demolition is included as shown & specified.
2	Abatement of existing applied fireproofing at the underside of existing concrete decks is excluded.
Division 3 - Concrete:	
1	Included as shown and specified.
Division 4 - Masonry:	
1	Included as shown and specified.
Division 5 - Metals:	
1	Included as shown and specified.
Division 6 - Wood, Plastics and Composites:	
1	Included as shown and specified.
Division 7 - Thermal and Moisture Protection:	
1	The new roofing system consists of mechanically attaching 1/2" Densdeck substrate board, 2 layers of 2.6" Polyiso insulation, 1/2" Densdeck coverboard over the metal deck. A single layer of 60 mil fleeceback TPO will be mechanically attached.
Division 8 - Openings:	
1	Field testing of glazing per 084313 - 3.3 - A is excluded.
Division 9 - Finishes:	
1	Included as shown and specified.
Division 10 - Specialties:	
1	Included as shown and specified.
Division 11 - Equipment:	
1	Equipment is included as scheduled for contractor furnished, contractor installed (CFCI).
Division 12 - Furnishings:	
1	Window treatments are included as shown and specified.
Division 13 - Special Construction: N/A	
Division 14 - Conveying Equipment: N/A	
Division 21 - Fire Suppression:	
1	Included as shown and specified.

Qualifications & Clarifications

Sherman Fire Station No. 1 Rebuild

Guaranteed Maximum Price

Date: November 13, 2023

Division 22 - Plumbing:	
1	Included as shown and specified.
Division 23 - Heating, Ventilating and Air Conditioning:	
1	Included as shown and specified.
Division 26 - Electrical:	
1	Included as shown and specified.
Division 27 - Communications & Audio Visual:	
1	Included as shown and specified.
Division 28 - Electronic Safety and Security:	
1	Included as shown and specified.
Division 31 - Earthwork:	
1	Termite control includes soil treatment only. Mesh termite control is excluded.
Division 32 - Exterior Improvements:	
1	Pavement markings, fences & gates, and landscape & irrigation are included as shown and specified.
Division 33 - Utilities:	
1	Site utilities are included as shown and specified.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H. 2.

Meeting Date: 11/20/2023

Prepared By: Tom Pruitt, Utility Engineer

Caption:

RESOLUTION NO. 7229

Approving the Greater Texoma Utility Authority's Intention to Amend No. 2 Guaranteed Maximum Pricing C and to Award the Guaranteed Maximum Pricing D, to Kiewit Water Facilities South Co. for the South Wastewater Treatment Plant - MBR Project

Issue:

Approving the Greater Texoma Utility Authority's Intention to Amend GMP C and to Award the GMP D, to Kiewit Water Facilities South Co. for the South Wastewater Treatment Plant - MBR Project

Background:

Due to rapid industrial and municipal growth currently being experienced by the City, the Wastewater Treatment Plant has to be expanded to meet expected flow and effluent characteristics. In order to meet the abbreviated timeline, the method of construction delivery chosen was Construction Manager at Risk, or CMAR.

The engineers have undertaken pre-selection of various long lead time equipment to save as much time as possible. Further, the contractor, now procured, is also undertaking pre-procurement and initial work packages to expedite time of delivery.

This request will provide funds to Amend Guaranteed Maximum Price (GMP) C for preselection equipment and to award GMP D for Site Excavation services. All work and materials included were competitively sought according to the required bidding process.

Origination:

Engineering Department

Financial Consideration:

Kiewit Water Facilities South Co. Progressive GMP is as follows:

- Preconstruction Services & Procurement Services - \$2,865,000.00
- GMP - A (General Conditions), GMP - B (Site Services), and GMP - C (Early Procurement), submitted on October 4, 2023, \$54,248,451.85.
- GMP C Amendment #1, \$7,190,730; Screw Conveyor, Aeration Blowers, Sludge Storage Blowers, Recessed Impeller Pumps, Centrifugal Pumps, Rotary Lobe Pumps, Prestressed Concrete Tank, Plate Screens, Grit Removal System, Submersible Mixers, Disc Diffusers, Fine Bubble Diffused

Aeration System, and Large Bubble Mixing System

- Award GMP D, \$19,058,592

This project is funded through the 2023a Greater Texoma Utility Authority (GTUA) Open Market Bonds. The project cost to date will be \$83,362,773.85. The total project cost is expected to be \$260 Million.

Staff Recommendation:

It is recommended that the City Council approve GTUA's intention to Amend Guaranteed Maximum Price (GMP) C for preselection equipment and to award GMP D for Site Excavation services, for Kiewit Water Facilities South Co for the South Wastewater Treatment Plant - MBR Project

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 7229

Recommend Award Letter

Amendment 1

Amendment 2

Site Map

RESOLUTION NO. 7229

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AMEND NO. 2 GUARANTEED MAXIMUM PRICING C AND TO AWARD THE GUARANTEED MAXIMUM PRICING D TO KIEWIT WATER FACILITIES SOUTH CO. FOR THE SOUTH WASTEWATER TREATMENT PLANT – MBR PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City of Sherman hereby approves the Greater Texoma Utility Authority's intention to Amendment 2 to GMP C (\$7,190,730), and to award the Guaranteed Maximum Price D (\$19,058,592.43) to Kiewit Water Facilities South Co. in the total amount of Twenty-Six Million, Two Hundred Forty-Nine Thousand Three Hundred Twenty-Two Dollars and Fourty-Three Cents (\$26,249,322.43) for the South Wastewater Treatment Plant – MBR Project.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 20th day of November 2023.

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

November 8, 2023

GTUA/City of Sherman
220 W Mulberry St.
P.O. Box 1106
Sherman, TX 75091
(903) 892-7208

Re: COSK South Wastewater Treatment Plant - MBR Project
Amendment 02 Recommendation for GMP C and GMP D

Dear GTUA/City of Sherman:

GMP C. During pricing negotiations, the original budget amount of \$10,000,000.00 for GMP C is inadequate to cover contracted final pricing with respective vendors. The total variance is \$7,190,730. 00 for a new total of \$17,190,730.00 for GMP C.

GMP D. To support construction of the South Wastewater Treatment Plant – MBR Project the Construction Manager At Risk (CMAR), Kiewit, publicly advertised for proposals the Civil Package BP04-001 on October 15, 2023. Kiewit notified the City of the CMAR's intention to bid on this package prior to the advertisement. Responses to the advertisement were received by the City of Sherman on November 3, 2023 and publicly read aloud as indicated in the advertisement. The following is a list of respondents:

1. Kiewit Water Facilities South Co. (Kiewit)

All required proposal documents were included in the submittal by Kiewit. The City, GTUA, Design Engineer, and Program Management team have reviewed the proposal based on criteria established in the advertisement and prepared selection worksheet materials. Based on review of the proposal and evaluation discussions with GTUA, City staff, and the Design Engineer; the Program Management Team evaluated the proposer with respect to the evaluation criteria and weighting described in the RFP as follows:

1. Kiewit Water Facilities South scored 78.81/100

It is the opinion of the Program Management Team that Kiewit is qualified to perform this work and has the necessary equipment and personnel to carry out the intended work of this package in a manner that will enable the completion of the project within the required time period. We recommend award of the contract to Kiewit Water Facilities South for the BP04-001 Civil Package for the Wastewater Treatment Plant South – MBR project, and that a contract amendment be approved to add the cost of work proposed for this work package,

\$19,058,592.00, to the CMAR Contract for Services which includes CMAR fees and a contingency.

The lack of bids from other contractors besides Kiewit was a concern discussed during bid evaluation. The program management team called several plan holders to understand why they did not submit a proposal for this work package and have discussed these reasons with the CMAR and the City of Sherman to determine if bidding strategies can be improved to encourage interest from more qualified bidders beyond what had been completed through advertisement in the local newspaper and CIVCAST. The associated bid documentation is attached to this letter for bid package 04-01.

The total project funding request for GMP C and D is \$26,249,322.00. By authorizing this amendment, the following contract adjustments will be made:

Original Contract Value:	\$ 2,865,000.00
Previous Amendments:	\$ 57,248,451.85
<u>Proposed Amendment 02:</u>	
GMP C	\$ 7,190,730.00
GMP D	\$ 19,058,592.00
Revised Total Contract Value:	<u>\$ 83,362,773.85</u>

Respectfully,



Toby Flinn, PE
Vice President

Attachments:

1. Proposal Tabulation (Bid Checklist)
2. Proposal Evaluation Worksheet
3. CIVCAST plan holders

Sherman South WWTP-MBR Civil Package BP04-001

Bid Opening November 3, 2023

Project No. 1422-005-02

	Kiewit	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6
DESCRIPTION						
Acknowledgement of Addendum (1)	yes					
Completed & Signed Bid Form	yes					
Total Price	\$15,502,635.00					

ATTACHMENT 2

Project	COSK South WWTP MBR
CMAR:	Kiewit
Work Package:	BP04-001 Civil Earthworks

SUBCONTRACTOR SCORECARD TEMPLATE

CRITERIA CHECKLIST

CRITERIA SCORES	WEIGHT	Kiewit AVG WEIGHTED SCORE	NOTES
Proposal ¹	1	0.43	Proposal meets requirements
1. Pricing	30	18.19	Difficult to evaluate price basis from quantities provided
2. Commercial / Technical	30	28.37	Includes needed information
3. Ability to meet Schedule	40	32.25	Ability to meet project schedule
Total Score	100	78.81	

Notes

- 1 Proposal are tabulated to determine responsiveness. However, this was not indicated in the advertisement as a scoring criteria so will not be counted as a weighted component.
- 2 Weighted Score includes individual scores of the evaluation team that includes GTUA, COS, Designer, Prog. Mgr.

CITY OF SHERMAN SOUTH WASTEWATER TREATMENT PLANT – MBR CIVIL PACKAGE

Company	Company Type	Contact Name
Mickie Service Company Inc.	Not Specified	Jessica Anttila
DE Corp.	Engineer	Johan Petterson
Drill Tech Drilling & Shoring	General Contractor	Derek Paulson
Virtual Builders Exchange	Plan Room	Jeannette Olguin
Civil Tree Solutions	SubContractor	Civil Tree Solutions
PWXPress	Plan Room	Mary Miller
FERGUSON ENTERPRISES Treatment Plant Division	Supplier	Keith Hill- Sales Manager- TPG-NTX
Macaulay Controls	Supplier	Amy Macaulay
ConstructConnect	Plan Room	Michael Stubbs
ISE Metal Inc	Manufacturer	Daniel Poirier
Environmental Improvements	Supplier	Melissa Ledger
Victaulic - Infrastructure	Manufacturer	Jose Luis Duran
Global WET	Supplier	Sam Caillouet
Backwater Fence	SubContractor	Brandt Holder
Kiewit Water Facilities South Co.	General Contractor	Andrew Lattof
AAA Treasure	Supplier	Gary Wade
Newman Regency Group	Supplier	Brandon Mellgren
CORE & MAIN Treatment Plant Services	Supplier	Jeff McCord
The Valve Agency Inc	Supplier	Brandon Wray
Eagle Contracting	General Contractor	Greg Byars
HWH Industrial	General Contractor	Jared Kinabrew
KSA Engineers	Engineer	Madelyn Tadlock
Harrison, Walker & Harper	SubContractor	Melissa Gordon
Kiewit Water Facilities South Co.	General Contractor	Chandler Petersen
Mario Sinacola & Sons Excavating, Inc.	General Contractor	Nathan Nolen
RAB	SubContractor	Morgan Bell
Lynn Vessels Construction LLC	General Contractor	Lance Wood
North Texas Contracting	SubContractor	Zach Fusilier
Mead & Hunt	Engineer	Mark Perkins
Kiewit	General Contractor	Dan Jansen
Kiewit Water Facilities South Co.	General Contractor	Jaryd Frost
Freese and Nichols	Engineer	Eric Kong
Macaulay Controls Co.	Supplier	Vito Valderas
OFA	Engineer	River Vu
Harberson Surveying, Inc.	SubContractor	Lynn Harberson
Dunaway	Engineer	Zack Dawson
Carollo Engineers, Inc.	Engineer	Megan Martin
Aer Tellus Aqua Unmanned Systems, LLC	SubContractor	Christopher Kumnick
Kiewit Water Facilities South Co.	General Contractor	Chandler Petersen
Plus Six Engineering, LLC	Engineer	Ron Mick
Integrated Marketing Systems (IMS)	Architect	Shabron Gaynor
WWaterTech, Inc.	Supplier	Cathy Aldrich
Plummer Associates, Inc.	Engineer	Cylena Eason
NTCR PLANROOM	Other	Linda McBride
RLG Consulting Engineers	Engineer	Lindsay Hart
North America Procurement Council Inc., PBC	Other	Eric Johnson
Carollo	Engineer	Brenna Wagner
GTUA	Gov Agency	Stacy Patrick

October 11, 2023

GTUA/City of Sherman
220 W Mulberry St.
P.O. Box 1106
Sherman, TX 75091
(903) 892-7208

Re: South Wastewater Treatment Plant - MBR Project
CMAR Contract Amendment 01

Dear GTUA/City of Sherman:

On October 9, 2023 a proposal was received by the Program Team from Kiewit Water Facilities South Co. for Progressive Guaranteed Maximum Price (GMP) Packages A, B, and C. Each package further described as:

GMP A – General Conditions Package. Includes items described in the construction contract as General Conditions related to CMAR staff, facilities, and equipment needed to complete the construction project that are not related to specific work packages. The CMAR cost request for this item of work is \$16,866,305.00.

GMP B – Site Services Package. Includes items of work that are intended to be dispersed among many project construction work packages and are not otherwise accounted for in General Conditions. The CMAR cost request for this item of work is \$18,399,017.31.

GMP C – Early Procurement Package. Includes funding authorization for the first three equipment procurement packages that were initiated prior to CMAR involvement in procurement. The CMAR estimated cost request for this item is \$10,000,000.00. The procurement packages include:

- Membrane Biological Reactor Equipment (Equipment Package 1). This equipment package was advertised by Plummer Associates and a best value selection was made to select Veolia Water Technologies & Solutions in the amount of \$3,987,000.00. Evaluation and Recommendation by engineer are attached.
- Electrical Equipment (Equipment Package 2). This equipment package was advertised by Plummer Associates with a recommendation to forward to the CMAR

to continue procurement. The package has an estimated value of approximately \$3,000,000.

- Equipment Preselection Package 1 (Equipment Package 3). This equipment package was advertised by Plummer Associates. Bids are to be received on 10/17/2023 followed by an evaluation and recommendation for award of contract. The procurement will be completed by the CMAR. The estimated cost of this package is approximately \$3,000,000.

The Proposal from Kiewit is attached to this letter with detailed backup of each of these cost requests and additional CMAR Fee and Contingency Fee summarized. The total project funding request is \$54,248,451.85. By authorizing this amendment, the following contract adjustments will be made:

Original Contract Value	\$ 2,865,000.00
Previous Amendments	\$ 0
Proposed Amendment 01	<u>\$ 54,248,451.85</u>
Revised Total Contract Value	\$ 57,113,451.85

The Program Management Team recommends approval of Amendment 01 as has been presented.

Sincerely,



Toby Flinn, PE
Program Manager

Attachments:

1. Kiewit Proposal dated October 4, 2023
2. Plummer Recommendation Letter dated October 3, 2023



South Wastewater Treatment Plant – MBR Project

GMP Proposal Submissions for:

GMPD – Early Grading, Excavation, SOE, Dewatering

Submitted: November 10, 2023



November 10, 2023

Mr. Tom Pruitt, PE
City of Sherman
220 W. Mulberry Street
Sherman, TX 75090

RE: GMPD Early Grading, Excavation, SOE, Dewatering

Dear Mr. Pruitt:

Kiewit Water Facilities South Co. is hereby submitting GMPD proposal for the South Wastewater Treatment Plant – MBR Project. The GMP proposal incorporates Bid Package 04-001 Early Grading, Excavation, SOE, and Dewatering.

RFP and Addendum No. 1 for Civil Package BP04-001 have been included in this proposal. This scope of work includes clear, grub, strip topsoil and haul to designated stockpile location. Perform early site grading, structural excavation, and over excavation under each foundation in accordance with the documents. Install Support of Excavation (SOE) around Influent Screening Structure and Pump Station, and/or any other location it may be required. This package includes an interim drainage plan to ensure that water does not accumulate, or pond. This proposal is based on the integrated schedule Dated October 29, 2023, titled South Wastewater Treatment Plant – MBR – BP04-001 Civil Schedule. Work shall commence the week of December 4, 2023 and finish on May 16, 2024.

This scope is submitted as a lump sum to be billed against the proposed schedule of values. If the overall project schedule increases, or the value exceeds \$155 Million, this package may require additional funding that would be negotiated via the change management process.

Below is a table comparing the current proposed values to the overall project budget to help understand how this funding authorization fits within the overall projected construction budget. Later, this proposal will help illustrate some of the variations introduced by Addendum No. 1 which increased the scope of the package from what was estimated in the 30% Cost Model. Further ramifications of these revisions may also impact future GMPs but have yet to be evaluated.



GMP	GMP/Work Package Name	Previous	Current	Remaining	Forecast Value	Target
PCSA	Preconstruction Services	\$ 1,950,000.00	\$ -	\$ -	\$ 1,950,000.00	9/18/23
PCSB	Procurement Services	\$ 915,000.00	\$ -	\$ -	\$ 915,000.00	9/18/23
	Preconstruction Lump Sum	\$ 2,865,000.00	\$ -	\$ -	\$ 2,865,000.00	
GMPA	General Conditions	\$ 16,866,305.00			\$ 16,866,305.00	10/16/23
GMPB	Site Services	\$ 18,399,017.31		\$ -	\$ 18,399,017.31	10/16/23
GMPC	Early Procurement	\$ 10,000,000.00		\$ -	\$ 10,000,000.00	10/16/23
GMPD	Grading, Excavation, SOE, Dewatering	\$ -	\$ 15,902,635.00	\$ -	\$ 15,902,635.00	11/20/23
GMPE	Backfill	\$ -	\$ -	\$ 2,312,395.16	\$ 2,312,395.16	12/18/23
GMPF	Underground Piping	\$ -	\$ -	\$ 41,784,737.61	\$ 41,784,737.61	12/18/23
GMPG	Concrete, Miscellaneous Metals	\$ -	\$ -	\$ 23,241,313.76	\$ 23,241,313.76	12/18/23
GMPH	Electrical, Instrumentation	\$ -	\$ -	\$ 35,530,865.34	\$ 35,530,865.34	12/18/23
GMPI	Process Mechanical	\$ -	\$ -	\$ 30,315,016.30	\$ 30,315,016.30	1/15/24
GMPJ	Building Trades	\$ -	\$ -	\$ 7,813,865.58	\$ 7,813,865.58	1/15/24
GMPK	Site Finishes and Startup Support	\$ -	\$ -	\$ 3,794,221.44	\$ 3,794,221.44	5/20/24
	Cost of Work	\$ 45,265,322.31	\$ 15,902,635.00	\$ 144,792,415.19	\$ 205,960,372.50	
9%	Contingency	\$ 4,073,879.01	\$ 1,431,237.15	\$ 13,031,317.37	\$ 18,536,433.52	
	Cost of Work plus Contingency	\$ 49,339,201.32	\$ 17,333,872.15	\$ 157,823,732.56	\$ 224,496,806.02	
12.2%	~Additional GCs (12.2% When >\$155M)	\$ -	\$ -	\$ 11,904,130.66	\$ 11,904,130.66	
	Subtotal Cost of Work	\$ 49,339,201.32	\$ 17,333,872.15	\$ 169,727,863.22	\$ 236,400,936.69	
9.95%	CMAR Fee	\$ 4,909,250.53	\$ 1,724,720.28	\$ 16,887,922.39	\$ 23,521,893.20	
	Construction Total	\$ 54,248,451.85	\$ 19,058,592.43	\$ 174,711,654.95	\$ 259,922,829.89	
	Preconstruction Plus Construction Total	\$ 57,113,451.85	\$ 19,058,592.43	\$ 174,711,654.95	\$ 262,787,829.89	

Respectfully,

Colin Bunker
Kiewit Water Facilities South Co.
Sponsor

Table Of Contents

- 1) Executive Summary**
 - 2) Bid Form**
 - 3) Org Chart**
 - 4) Progress Schedule**
 - 5) Attachments**
 - a. Excavation Access Plan**
 - b. Drainage Plan**
 - c. Influent Screening Structure & Pump Station SOE**
-
-

South Wastewater Treatment Plant – MBR Project**TO:** City of Sherman/GTUA/Pape-Dawson**DATE:** 11/10/2023**FROM:** Kiewit**SUBJECT:** Executive Summary – Early Grading, Excavation, SOE, Dewatering**COPIES:** Transmitted Electronically via Email

GMP Overview

The following proposal includes Early Grading, Excavation, SOE and Dewatering. Each Work Package is comprised of various Bid Packages that are described in Table 1.

Table 1: Work Packages

Work Package ID	Work Package Name	Associated Bid Packages
GMPA	General Conditions	BP02-001, BP03-001, 003, 011 to 017, 029-032, 039-045
GMPB	Site Services	BP03-All (Except those listed above)
GMPC	Early Procurement	BP01-All
GMPD	Early Grading, Excavation, SOE, Dewatering	BP04-001
GMPE	Backfill	TBD
GMPF	Underground Piping	TBD
GMPG	Concrete, Miscellaneous Metals	TBD
GMPH	Undgerground Electrical	TBD
GMPI	Process Mechanical	TBD
GMPJ	Building Trades	TBD
GMPK	Site Finishes and Startup Support	TBD

BP04-001 Overview

This scope of work includes: Clear, grub, and strip any remaining topsoil on indicated areas of the project site and haul to designated stockpile location. Perform early site grading, structural excavation, and over excavation under each foundation in accordance with the Geotechnical Report. Design excavations to meet OSHA, Kiewit's Temporary Structure and Construction Devices TSCD Manual. Backfill from over excavation to bottom of foundations in accordance with the Geotechnical Report. Design and install dewatering system and/or drainage system to keep excavations free from ground and storm water. Design and build crane pads based on the cranes indicated in the request for proposal. Design and install site access for all excavations. Design and install Support of Excavation (SOE) around Influent Screening Structure and Pump Station, and/or any other location it may be required. Design interim drainage plan to ensure that water does not accumulate, or pond, but instead sheet flows around excavations in a controlled fashion, collect any nuisance water with temporary piping to convey it to controlled drainage points.

The services listed and provided are critical to the CMAR's ability to manage the project per the Contract documents, procedural requirements as outlined in the project management documents, and to satisfy best management practices. Any variation in these services could affect the CMARs ability to manage to the contract

documents and best management practices standards.

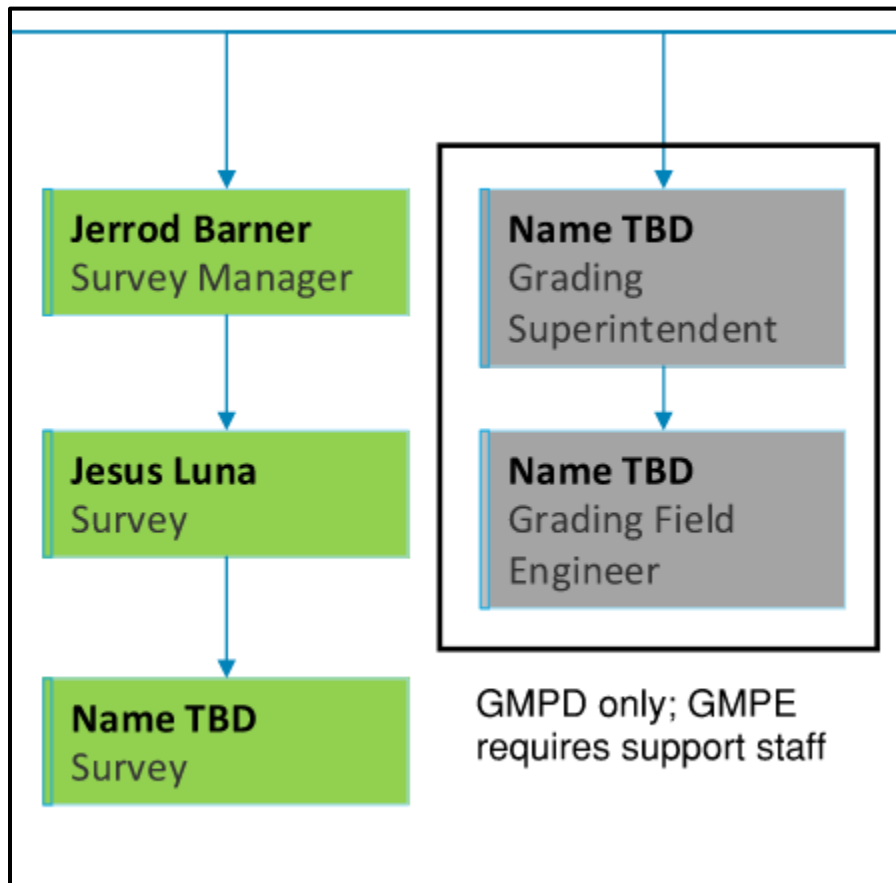
The CMAR solicited, coordinated, and executed this GMP development per the CMAR Agreement and specifications. The speed of project execution has limited our ability to collaborate in depth but there has been discussion and review of certain scopes during task force meetings.

Bid Schedule & Results

BP004-01 Early Grading, Excavation, SOE and Dewatering was issued for Notice to Bid on October 11, 2023. The Bid Package was due on November 3, 2023. Only one bidder, Kiewit Water Facilities South Co. submitted a proposal in the amount of \$15,502,635.00.

CMAR support staff for BP04-001 consisting of a Grading Superintendent and Grading Engineer for 25 Weeks (11/20/23 – 5/17/24) has also been included consistent with the positions identified as future scopes on the initial GMP submittals. The cost for support staff is \$400,000. CMAR recommends a GMPD cost of \$15,902,635 (excludes Contingency & CMAR Fee).

Figure 1: GMPD Support (Org Chart)



Pricing Option 6 to protect subgrade by placing a 4" to 6" thick mud mat is not yet approved but is under consideration by the CMAR.

Assumptions and Clarifications

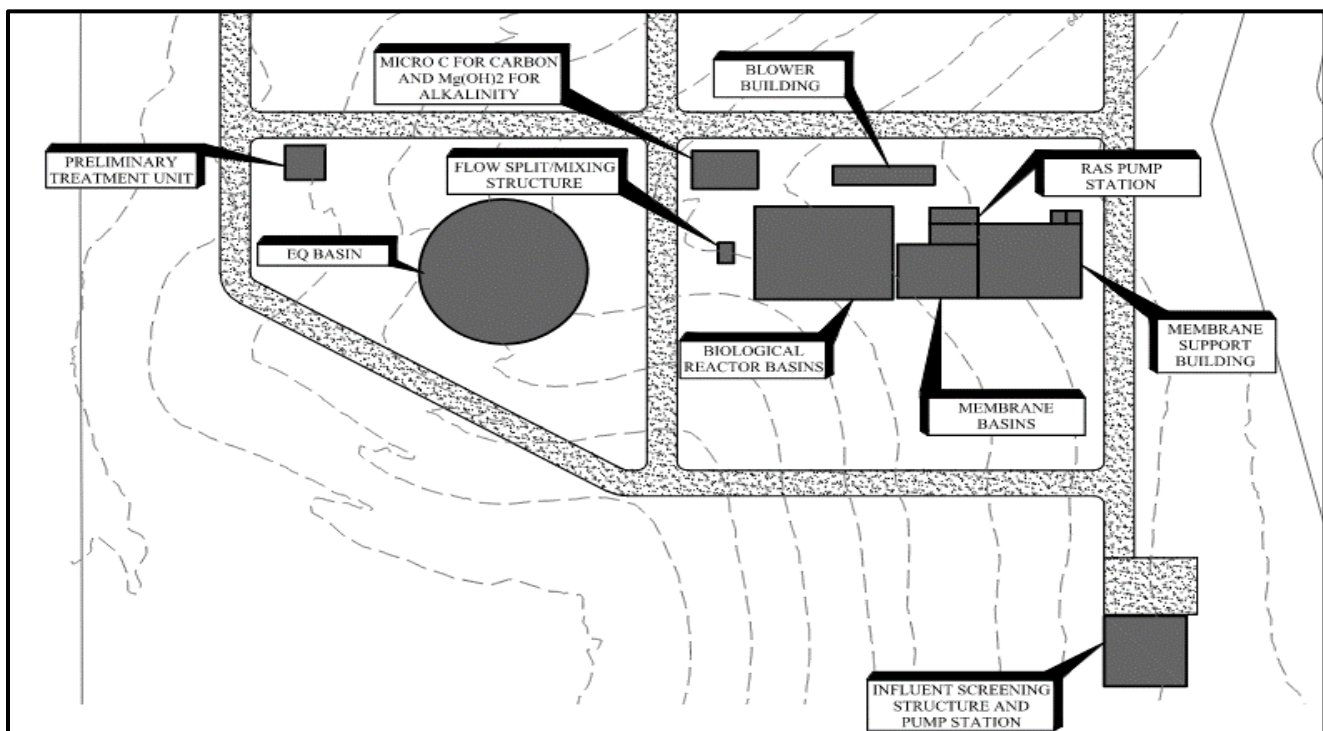
1. Support of Excavation (SOE) will be left in-place partial removal in Backfill Bid Package.
2. Overexcavation, structural excavation and rock excavation was based on the Draft ECS Southwest, LLP Geotechnica Engineering Report dated September 19, 2023.
3. Assumed 6" topsoil striping per Draft Geotechnical Report.
4. Quantities for site balancing per Addendum No. 1 Rough Grading Plan I & II (C-035 & C-036)
5. Topsoil to be included in Site Finishes Bid Package.
6. Any excess dirt will be left at on-site stockpile.

30% Cost Model Pricing Comparison

The cost for the proposed GMPD as presented in the 30% Design Cost Model has changed. Revised Drawings were issued via Addendum No. 1 dated October 26, 2023 after submission of the Cost Model, with the following impacts to costs:

1. Additional embankment of 55,000 CY due to larger area of grading.
2. Additional 12,000 CY of site striping
3. Influent Screening Structure and Pump Station Finished Floor Elevation was at EL. 606.00, now FF Elevation is at EL. 599.00. As a result of a deeper excavation, an additional 7 feet of rock excavation is necessary along with Support of Excavation.
4. Additional structures are now shown, Diversion Structure, Influent Pump Station Electrical Structure, Sludge Blowers, Sludge Pump Station, Sludge Storage Tank and Alkalinity Storage. Additional structural excavation is needed for these structures.
5. Site footprint is three times larger than Cost Model drawings.
6. Sediment Basin was assumed 2 feet deep for 30% Cost Model, drawings now indicate an 8 feet deep Sediment Basin on 23 acre site.

Figure 2: 30% Cost Model Site Plan



South Wastewater Treatment Plant – MBR Project GMP Scope of Work

Figure 3: Addendum No. 1 Site Plan

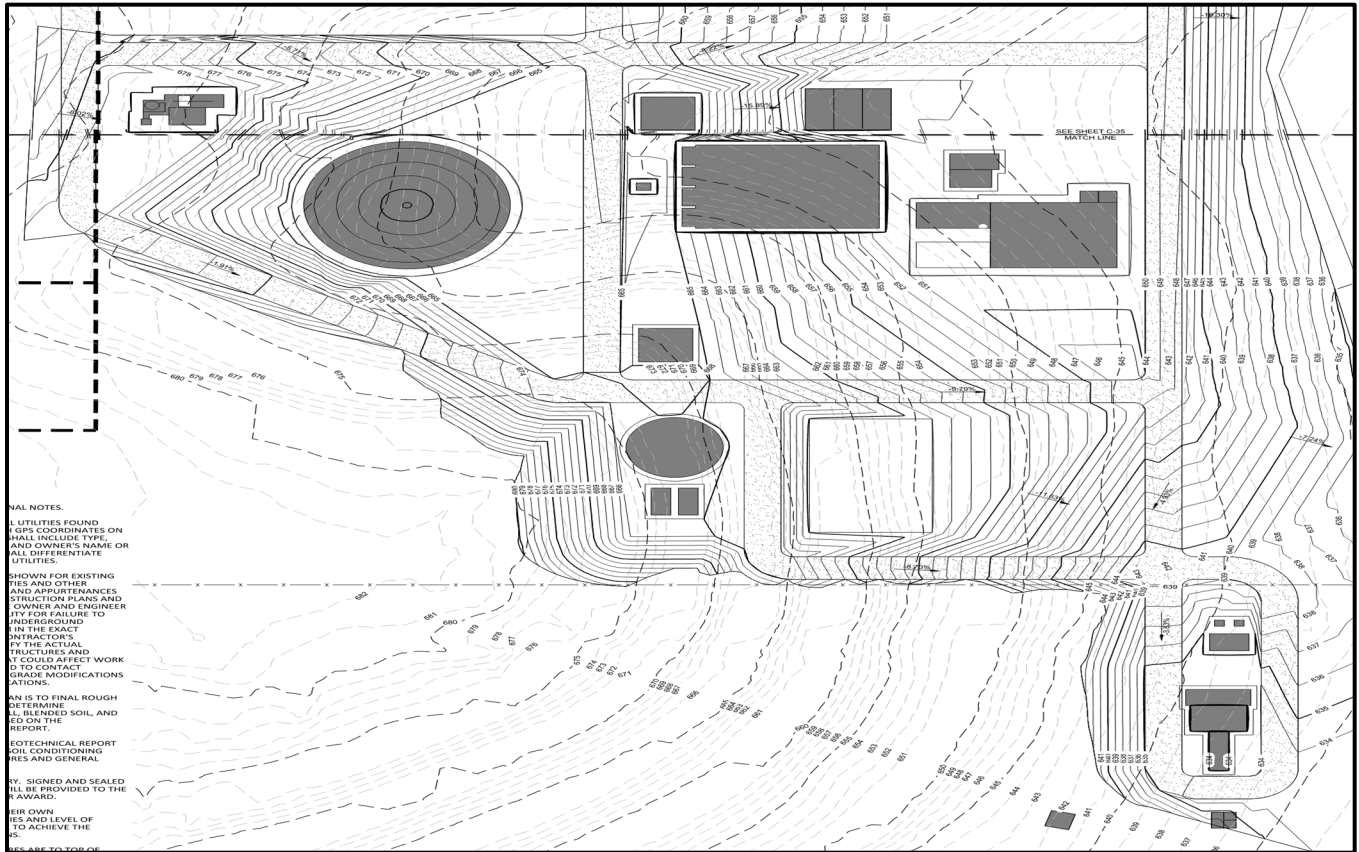


Figure 4: 30% Cost Model Versus Current Forecast

GMP	GMP/Work Package Name	30% Cost Model	Forecast Value
PCSA	Preconstruction Services	\$ 1,950,000.00	\$ 1,950,000.00
PCSB	Procurement Services	\$ 915,000.00	\$ 915,000.00
	Preconstruction Lump Sum	\$ 2,865,000.00	\$ 2,865,000.00
GMPA	General Conditions	\$ 16,866,305.00	\$ 16,866,305.00
GMPB	Site Services	\$ 18,399,017.31	\$ 18,399,017.31
GMPC	Early Procurement	\$ 10,000,000.00	\$ 10,000,000.00
GMPD	Grading, Excavation, SOE, Dewatering	\$ 12,453,579.16	\$ 15,902,635.00
GMPE	Backfill	\$ 2,312,395.16	\$ 2,312,395.16
GMPF	Underground Piping	\$ 41,784,737.61	\$ 41,784,737.61
GMPG	Concrete, Miscellaneous Metals	\$ 23,241,313.76	\$ 23,241,313.76
GMPH	Electrical, Instrumentation	\$ 35,530,865.34	\$ 35,530,865.34
GMPI	Process Mechanical	\$ 30,315,016.30	\$ 30,315,016.30
GMPJ	Building Trades	\$ 7,813,865.58	\$ 7,813,865.58
GMPK	Site Finishes and Startup Support	\$ 3,794,221.44	\$ 3,794,221.44
	Cost of Work	\$ 202,511,316.66	\$ 205,960,372.50
	9% Contingency	\$ 18,226,018.49	\$ 18,536,433.52
	Cost of Work plus Contingency	\$ 220,737,335.15	\$ 224,496,806.02
	12.2% ~Additional GCs (12.2% When >\$155M)	\$ 11,445,475.22	\$ 11,904,130.66
	Subtotal Cost of Work	\$ 232,182,810.37	\$ 236,400,936.69
	9.95% CMAR Fee	\$ 23,102,189.63	\$ 23,521,893.20
	Construction Total	\$ 255,285,000.00	\$ 259,922,829.89
	Preconstruction Plus Construction Total	\$ 258,150,000.00	\$ 262,787,829.89

Note that GMP's E-K have not yet been evaluated for Addendum 1 or other design advancement since ~10/4/23. Early procurement packages are currently trending towards exceeding the previously approved value for GMPC but some of the scopes being procured should offset costs previously carried in later GMPs.

South Wastewater Treatment Plant – MBR Project
GMP Scope of Work

Contract and Payment Mechanism

It is expected that the components of this work package approval will be invoiced as stated below for each BP:

1. BP04-001 - Early Grading, Excavation, SOE, Dewatering: Will be invoiced a Lump Sum per agreed schedule of values.
2. Contingency: Contingency will be allocated to Cost of Work according to the change management process then invoiced accordingly, generally as a Lump Sum.
3. Construction Fee Insurance will be invoiced at the percentages defined in the Agreement.

Plans and Specifications

The following listing of plans, specifications, and documents were used in the development of vendor bid packages for this GMP.

Table 2: Reference Specifications / Drawings

Technical Specification / Drawing Title	Specifications / Drawings
Specification 02 41 00	Demolition
Specification 02 41 19	Selective Demolition
Specification 31 05 13	Soils for Earthwork
Specification 31 05 16	Aggregates for Earthwork
Specification 31 10 00	Site Clearing
Specification 31 20 00	Earthwork
Specification 31 23 10	Structural Excavation and Backfill
Specification 31 23 19	Dewatering
Specification 31 41 33	Excavation Support and Protection
Drawing G-015	Site Plan-2
Drawing G-016	Site Plan-3
Drawing G-023	Hydraulic Profile
Drawing 2023-10-17	Profile View Other Structures
Draft Geotechnical Report	
Draft Geotechnical Information Summary	
Draft Foundation and Excavation Notes	
Addendum No. 1 Dated October 26, 2023	

COMMERCIAL BID FORM - Early Civil Work

[Attention Bidder: Please Enter Information in Non-Shaded Cells Only]

- Grading, Excavation, SOE, Dewatering				BID DUE: 3-Nov-2023 13-Oct-2023 21 Days		BIDDER INFORMATION		BIDDER COMMENTS	
Project No.: 105729 Project Name: South WasteWater Treatment Plant - MBR Owner: Greater Texas Utility Authority/ City of Sherman Job Site: Sherman, TX RFP Description: Grading, Excavation, SOE, Dewatering Spec: HD Quote Group Tag: Engineering: Nate Butler Procurement: Chandler Petersen Reviewer: Revision #/ Date: Project Currency: USD \$ - US Dollar				Bidder Legal Name: Bidder Contact Name: Jason Banda Bidder Contact Email: jason.banda@kiewit.com Bidder Phone: 469-276-3827 Bid Date or "No Bid": 3-Nov-23 Bid Valid Until Date: 1-Feb-24 Bid Validity Duration (Days): 90 Firm or Budgetary Bid: Firm Bid Bidder Proposal Reference No.: BP04-001 Quoted Currency: USD \$ - US Dollar Exchange Rate (1 : xUSD \$ - US Dollar): \$1.00				Proposal should be submitted as a Lump Sum 	
TOTAL PROPOSAL PRICE				-	-	-	-	\$	15,502,635
Pricing Breakdown				Qty.	Unit	Unit Price (USD \$ - US Dollar)	Definition	Total Price (USD \$ - US Dollar)	
Pricing for Labor / Material				-	-	-	-	\$	15,502,635
1	Mobilization (include all management plans, facilities, P6 Schedule)	1	LS	\$750,000.00		\$	750,000		
2	Clear/Grub/Strip Topsoil	25	ACRE	\$45,000.00		\$	1,125,000		
3	Establishment of any required BMPs for Stormwater management specific to this package.	1	LS	\$500,000.00		\$	500,000		
4	Early Mass Grading	118,565	CY	\$22.00		\$	2,608,430		
5	Design Structure Excavation/Over-Excavation, including any potential rock excavation.	28,258	CY	\$100.00		\$	2,825,800		
6	a. Submit design with proposal indicating volumes of anticipated excavation		N/A			INCL	\$	-	
7	b. specifying how much rock volume bid was anticipated based on Draft Geotechnical Report.		N/A			INCL	\$	-	
8	Process Moisture Conditioned Fill, Haul to Backfill, and Embank Recompacted Fill to Establish Subgrade.	5,956	CY	\$130.00		\$	774,280		
9	Hauling of All Spoils to designated Stockpiles, provide Stockpile Maintenance and Dust Control	128,825	CY	\$21.00		\$	2,705,325		
10	Design, install, and inspect and Support of Excavation required. Submit design with proposal.	1	LS	\$1,500,000.00		\$	1,500,000		
11	Design and install Water Management scheme and/or Dewatering in all excavations.	1	LS	\$800,000.00		\$	800,000		
12	Drainage Management, including establishment of Berms around Excavations and rocked trenches to divert water.	1	LS	\$263,800.00		\$	263,800		
13	a. Submit design or relevant details with proposal.		N/A			INCL	\$	-	
14	Design and install Site Access (Ramps/Stairs/Crane Pads).	1	LS	\$1,250,000.00		\$	1,250,000		
15	a. Submit designs with proposal.		N/A			INCL	\$	-	
16	De-Mobilization	1	LS	\$400,000.00		\$	400,000		
Pricing for Options Requested or Offered				-	-				
1	Extended Warranty - Optional 12 Month Adder	0	LOT			\$	-		
2	Freight Option 1 (Furnish and Install Only)	0	LOT			\$	-		
3	Freight Option 2 (Furnish and Install Only)	0	LOT			\$	-		
4	Open Cut Excavation for Influent Screening Structure and Pump Station	0	CY	\$0.00		\$	-		Excluded open cut, can discuss with CMAR
5	Optional Price to install rock anchors, if required	0	N/A						
6	Option to protect subgrade by placing a 4" to 6" thick concrete slab (Mud Mat) 4' beyond structure in all dimensions.	1066	CY	\$458.00		\$	488,228		
Pricing for Standard Commercial Items				-	-			\$	-
1	Sales/ Use Tax	Required	1	LOT		INCL	\$	-	Included in Previous Totals
2	Freight (DDP Jobsite - Incoterms 2020)	Required	1	LOT		INCL	\$	-	Included in Previous Totals
3	Warranty - Standard (See 2.0 Below)	Required	1	LOT		INCL	\$	-	Included in Previous Totals
4	Warranty - Adder to meet Owner's Terms (See 2.0 Below)	Not Required	0	LOT		EXCL	\$	-	
5	TFA - Training Duration (Bidder to specify quantity)	Not Required	0	DAY		EXCL	\$	-	
6	TFA - Training Round Trip (Bidder to specify quantity)	Not Required	0	RT		EXCL	\$	-	
7	Spares - Startup & Commissioning - (Bidder to provide detailed list)	Not Required	0	LOT		EXCL	\$	-	
8	Spares - Construction - (Bidder to provide detailed list)	Not Required	0	LOT		EXCL	\$	-	
9	Spares - Special Tools - (Bidder to provide detailed list)	Not Required	0	LOT		EXCL	\$	-	
10	Spares - 2-Year Operating - (Bidder to provide detailed list)	Not Required	0	LOT		EXCL	\$	-	
11	Security Cost (Payment and Performance Bond)	Required	1	LOT		INCL	\$	-	Supplied under CMAR Agreement
Commercial Adjustments				-	-			\$	-
1						\$	-		
2						\$	-		
3						\$	-		
4						\$	-		
5						\$	-		
Technical Adjustments				-	-			\$	-
1						\$	-		
2						\$	-		
3						\$	-		
4						\$	-		
5						\$	-		
TOTAL PROPOSAL PRICE				-	-			\$	15,502,635
TOTAL PROPOSAL PRICE (Not Including Security)				-	-			\$	15,502,635
TOTAL UNIT PRICE (Not Including Security) - Enter In Hard Dollar				-	-				
Security Cost Per \$1000 - Enter In Hard Dollar				-	Per \$1000			\$	-
Evaluation Factors (constructability, past performance, etc.)				-	-			\$	-
1			LOT			\$	-		
2			LOT			\$	-		
3			LOT			\$	-		
4			LOT			\$	-		
5			LOT			\$	-		
TOTAL EVALUATED PRICE				-	-			\$	15,502,635
Options Excluded				-	-			\$	-
1			LOT			\$	-		
2			LOT			\$	-		
3			LOT			\$	-		
4			LOT			\$	-		
5			LOT			\$	-		
Commercial Requirements									
1.0 Financial Security									
Specify type of security instrument provided (select from drop-down list)				100% Payment & Performance Bond				Supplied under CMAR Agreement	
Bidder's Surety Firm:								Supplied under CMAR Agreement	
Bonding Capacity:								Supplied under CMAR Agreement	
3.0 Site Specific Requirements									
Is Safety training and orientation included in your proposal? (select from drop-down list)				Yes					
Are background checks included in your proposal?				No - see attached comments				Not Required per contract	
Are employee drug testing costs included in your proposal?				Yes					
4.0 Lead Time and Schedule of Work									
Lead Time - Drawings ARO (Include 2 Weeks for Drawing Approval)				3	WKS				
Lead Time - Equipment/Material to Jobsite ARAD				2	WKS				
Lead Time - Installation / Erection (mobilization to demobilization)				26	WKS				
Schedule - Proposal based on day shift or night shift or both				Day	SHIFT				

COMMERCIAL BID FORM - Early Civil Work

[Attention Bidder: Please Enter Information in Non-Shaded Cells Only]

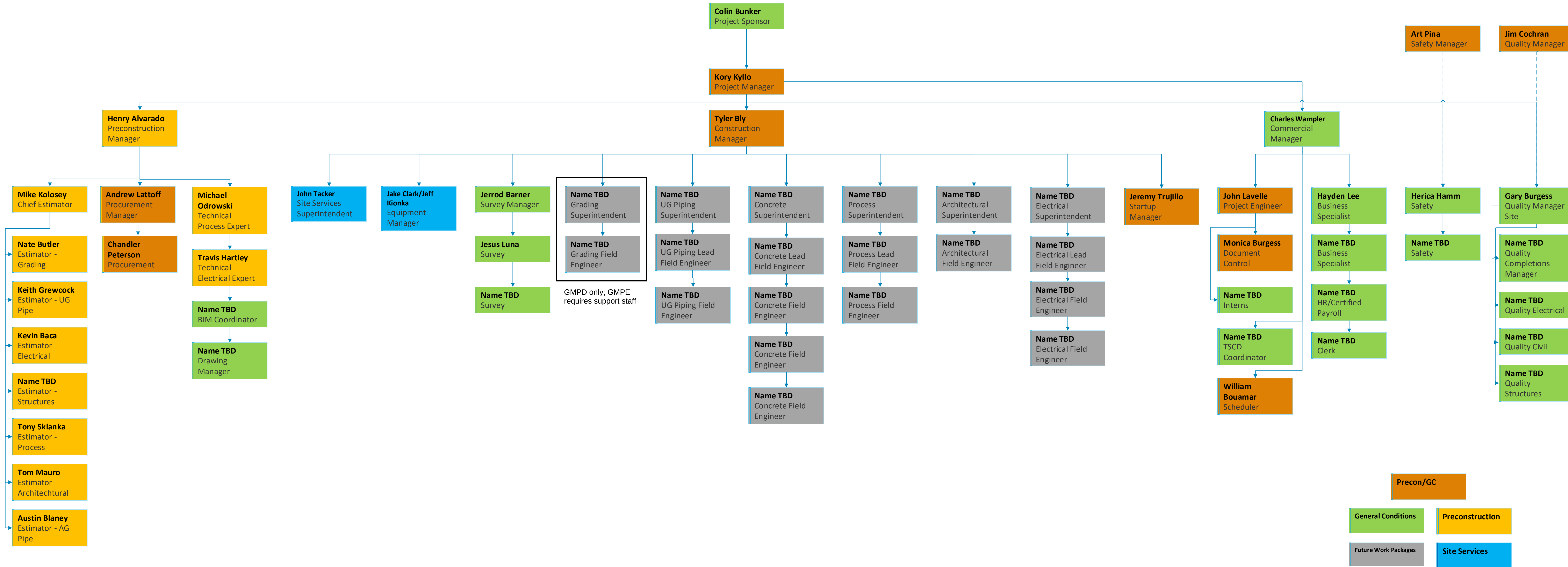
- Grading, Excavation, SOE, Dewatering				BID DUE: 3-Nov-2023 RFP SENT: 13-Oct-2023 BID DURATION: 21 Days		<i>Bidder may use the spaces in this column to enter comments.</i>			
Project No.: 105729 Project Name: South WasteWater Treatment Plant - MBR Owner: Greater Texas Utility Authority/ City of Sherman Job Site: Sherman, TX RFP Description: Grading, Excavation, SOE, Dewatering Spec: HD Quote Group Tag: Engineering: Nate Butler Procurement: Chandler Petersen Reviewer: Revision #/ Date: Project Currency: USD \$ - US Dollar				Bidder Legal Name: Bidder Contact Name: Bidder Contact Email: Bidder Phone: Bid Date or "No Bid": Bid Valid Until Date: Bid Validity Duration (Days): Firm or Budgetary Bid: Bidder Proposal Reference No.: Quoted Currency: Exchange Rate (1 : xUSD \$ - US Dollar)		BIDDER INFORMATION Kiewit Water Facilities South Co. Jason Banda jason.banda@kiewit.com 469-276-3827 3-Nov-23 1-Feb-24 90 Firm Bid BP04-001 USD \$ - US Dollar \$1.00		BIDDER COMMENTS Proposal should be submitted as a Lump Sum	
TOTAL PROPOSAL PRICE				-	-	-	-	\$ 15,502,635	
Schedule - Number of Craft Workers required				30	QTY				
Schedule - Hours worked per day				10	HRS				
Schedule - Number of days worked per week				5	DAYS				
Schedule - Total estimated man-hours				35000	MH				
Labor - Union or Non-Union				Non-Union	LBR				
5.0 Bidder Certification - Technical, Business, Diversity, Etc.									
Bidder's Primary Certification (select from drop-down list)									
Additional Certification (select from drop-down list)									
6.0 Insurance									
Can Bidder meet insurance requirements as specified in RFP? (select from drop-down list)				Yes			Supplied under CMAR Agreement		
7.0 Proposal Requirements - Insurance, Safety, Quality, and Licensing									
Does Bidder have written Quality Assurance program? (select from drop-down list)				Yes			Supplied under CMAR Agreement		
Does Bidder have written Safety Program? (select from drop-down list)				Yes			Supplied under CMAR Agreement		
Does Bidder have written Quality Assurance program? (select from drop-down list)				Yes			Supplied under CMAR Agreement		
Does Bidder have written Safety Program? (select from drop-down list)				Yes			Supplied under CMAR Agreement		
EMR and Frequency/Severity Rates for last 3 years				Current Year	Year 2	Year 3			
EMR Rates:				0.51	0.43	0.41		2023, 2022, 2021	
Frequency / Severity Rates:				0.00	0.00	0.00		2023, 2022, 2021	
Where is Bidder's Company located?				Texas					
Does Bidder have experience with Alternative Delivery?				Yes					
Does Bidder have experience working with the City of Sherman?				Yes					
Is your Company currently licensed in the State where Project is located?				Yes					
7.0 Proposal Exception									
Does Bidder Proposal comply with Instructions to Bidders? (select from drop-down list)									

The undersigned agrees, if this bid is accepted, to enter into a contract with Contractor in accordance with the terms and conditions outlined in the attached sample contract for the work described in the Instructions to Bidders and any subsequent addenda (including Addendum 1). Any and all deviations and/or exceptions taken by bidder to the terms, conditions, plans, specifications, codes, standards or this request for quote shall be clearly stated in writing and included as an attachment to the bid form.

 Name/ Title
[Kiewit Water Facilities South](#)
 Company Name
[2050 Roanoke Rd, Suite 250 Westlake, TX, 76262](#)
 Address

 11/3/2023
 Date
[720-384-4870](tel:720-384-4870)
 Contact Phone
terry.carlsgaard@kiewit.com
 Email

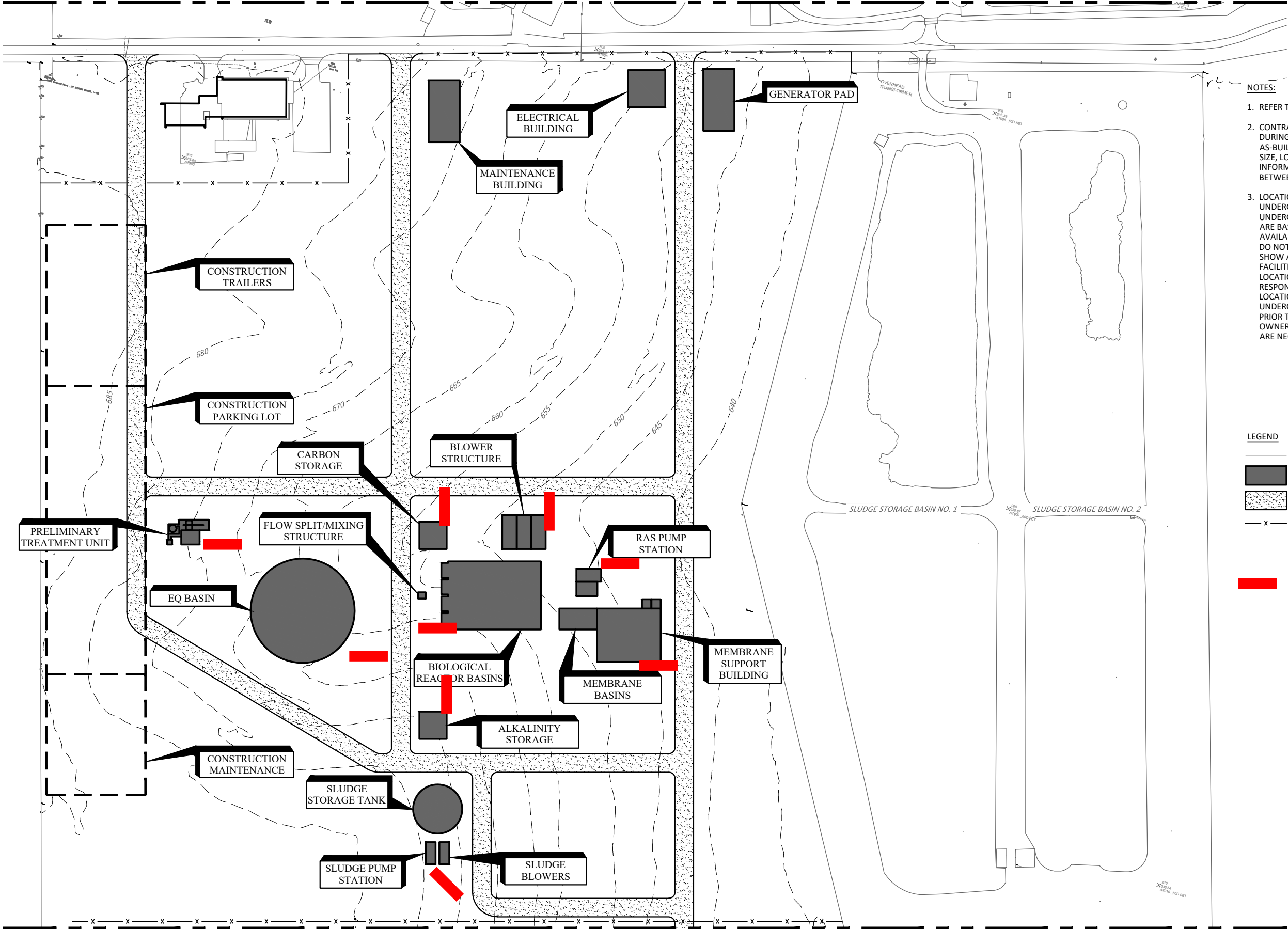
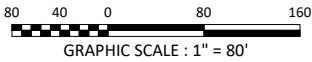
City of Sherman South WWTP - MBR Org Chart



South Wastewater Treatment Plant - MBR - BP04-001 Civil Schedule				CIVIL SCHEDULE				DATA DATE: 29-Oct-23												
Activity ID		Activity Name		OD	Start	Finish	2023		2024											
								Dec	Jan		Feb		Mar		Apr		May		Jun	
South Wastewater Treatment Plant - MBR - BP04-001 Civil				114	04-Dec-23	16-May-24														
General / Milestones				114	04-Dec-23	16-May-24														
Milestones				114	04-Dec-23	16-May-24														
FINISH		Civil Scope Finish		0		16-May-24	◆ Civil Scope Finish													
START		Civil Scope Start		0	04-Dec-23*		◆ Civil Scope Start													
Submittal / Procurement				18	04-Dec-23	29-Dec-23														
Shoring System				18	04-Dec-23	29-Dec-23														
P-100		SFA Shoring System: IPS 1		5	04-Dec-23	08-Dec-23	SFA Shoring System: IPS 1													
P-110		R/A Shoring System: IPS 1		5	11-Dec-23	15-Dec-23	R/A Shoring System: IPS 1													
P-120		Procure Shoring System: IPS 1		14	15-Dec-23	29-Dec-23	Procure Shoring System: IPS 1													
Construction				90	04-Dec-23	16-May-24														
Sitework				90	04-Dec-23	16-May-24														
SW-100		Strip Topsoil		40	04-Dec-23	15-Feb-24	Strip Topsoil													
SW-110		Total Site Excavation / Embankment / Balance		90	04-Dec-23	16-May-24	Total Site Excavation / Embankment / Balance													
SW-120		Crane Pads (4 total)		10	29-Feb-24	21-Mar-24	Crane Pads (4 total)													
SW-130		Sediment Basin		57	19-Jan-24	02-May-24	Sediment Basin													
SW-140		Working Surfaces Base		20	29-Feb-24	09-Apr-24	Working Surfaces Base													
Diversion Structure				8	15-Jan-24	29-Jan-24														
Civil				8	15-Jan-24	29-Jan-24														
DS-100		Civil / Earthwork Scope: Diversion Structure (2 Ea.)		8	15-Jan-24	29-Jan-24	Civil / Earthwork Scope: Diversion Structure (2 Ea.)													
Influent Pump Station				50	29-Dec-23	01-Apr-24														
Civil				50	29-Dec-23	01-Apr-24														
IPS-100		Shoring and Tiebacks: IPS 1		47	29-Dec-23	25-Mar-24	Shoring and Tiebacks: IPS 1													
IPS-101		Dirt Excavation: IPS 1		15	29-Dec-23	25-Jan-24	Dirt Excavation: IPS 1													
IPS-102		Rock Cut: IPS 1		35	25-Jan-24	01-Apr-24	Rock Cut: IPS 1													
IPS-110		Civil / Earthwork Scope: IPS Elect Pad 1		5	20-Feb-24	29-Feb-24	Civil / Earthwork Scope: IPS Elect Pad 1													
IPS-120		Civil / Earthwork Scope: IPS Elect Pad 2		5	20-Feb-24	29-Feb-24	Civil / Earthwork Scope: IPS Elect Pad 2													
IPS-130		Civil / Earthwork Scope: IPS Electrical		5	20-Feb-24	29-Feb-24	Civil / Earthwork Scope: IPS Electrical													
Preliminary Treatment				5	20-Feb-24	29-Feb-24														
Civil				5	20-Feb-24	29-Feb-24														
PRT-100		Civil / Earthwork Scope: Prelim Treatment Unit		5	20-Feb-24	29-Feb-24	Civil / Earthwork Scope: Prelim Treatment Unit													
Equalization Tank / Basin				35	04-Dec-23	06-Feb-24														
Civil				35	04-Dec-23	06-Feb-24														
EQB-100		Civil / Earthwork Scope: EQ Basin		25	04-Dec-23	19-Jan-24	Civil / Earthwork Scope: EQ Basin													
EQB-110		Civil / Earthwork Scope: Flow Splitter		5	29-Jan-24	06-Feb-24	Civil / Earthwork Scope: Flow Splitter													
Biological Reactor Basin				33	04-Dec-23	02-Feb-24														
Civil				33	04-Dec-23	02-Feb-24														
BRB-100		Civil / Earthwork Scope: Biological Reactor Basins		33	04-Dec-23	02-Feb-24	Civil / Earthwork Scope: Biological Reactor Basins													
Blower Building				5	05-Feb-24	13-Feb-24														
Civil				5	05-Feb-24	13-Feb-24														
BLW-100		Civil / Earthwork Scope: Blower Structure		5	05-Feb-24	13-Feb-24	Civil / Earthwork Scope: Blower Structure													
Membrane Basins				5	06-Feb-24	15-Feb-24														

Excavation Access Plan

MATCHLINE G-014



NOTES:

1. REFER TO G-00X FOR ADDITIONAL NOTES.
2. CONTRACTOR SHALL MARK ALL UTILITIES FOUND DURING CONSTRUCTION WITH GPS COORDINATES ON AS-BUILT DRAWINGS. NOTES SHALL INCLUDE TYPE, SIZE, LOCATION, ELEVATIONS, AND OWNER'S NAME OR INFORMATION. DRAWINGS SHALL DIFFERENTIATE BETWEEN NEW AND EXISTING UTILITIES.
3. LOCATIONS AND ELEVATIONS SHOWN FOR EXISTING UNDERGROUND PIPING, UTILITIES AND OTHER UNDERGROUND STRUCTURES AND APPURTENANCES ARE BASED ON ORIGINAL CONSTRUCTION PLANS AND AVAILABLE SURVEY DATA. THE OWNER AND ENGINEER DO NOT ASSUME RESPONSIBILITY FOR FAILURE TO SHOW ANY OR ALL OF THESE UNDERGROUND FACILITIES OR TO SHOW THEM IN THE EXACT LOCATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE ACTUAL LOCATIONS OF ALL EXISTING STRUCTURES AND UNDERGROUND UTILITIES THAT COULD AFFECT WORK PRIOR TO CONSTRUCTION, AND TO CONTACT OWNER'S REPRESENTATIVE IF GRADE MODIFICATIONS ARE NECESSARY AT THESE LOCATIONS.

LEGEND

- EXISTING
- NEW STRUCTURE
- NEW PAVING
- NEW FENCE

Ramp or Stairs

PLUMMER



1320 S UNIVERSITY DR, STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

GENERAL
SITEPLAN - 2

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
PAULA A. MONACO
TEXAS P.E. NO. 132844
DATE: 10/17/2023

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED: Q. GEILE
DRAWN: G. SCHILLING
CHECKED: A. DAVIS
REVIEWED: D. GUDAL

Seq.

Dwg. No.

G-015

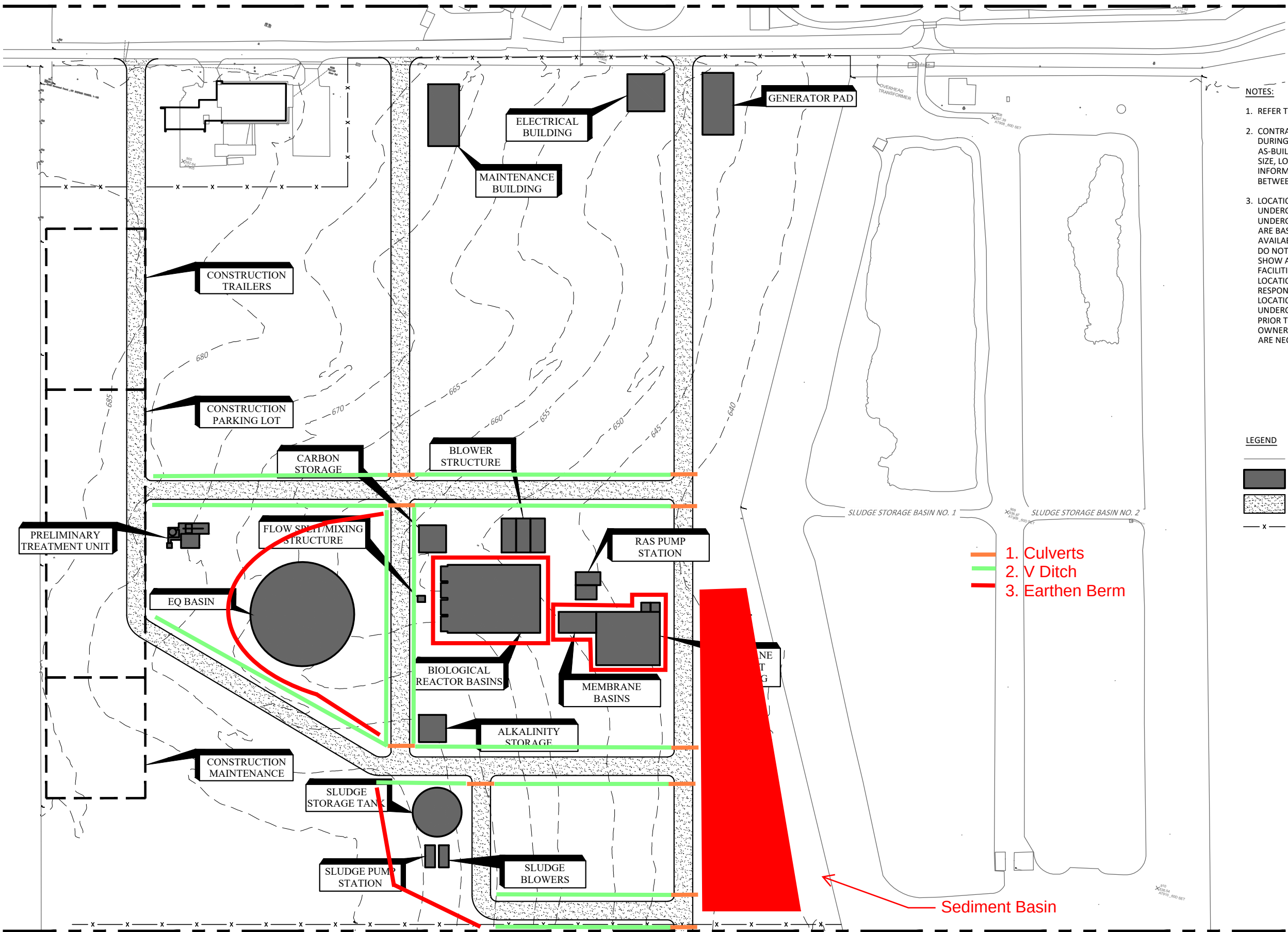
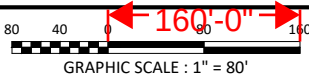
1422-005-02

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Site Drainage Plan

MATCHLINE G-014



NOTES:

1. REFER TO G-00X FOR ADDITIONAL NOTES.
2. CONTRACTOR SHALL MARK ALL UTILITIES FOUND DURING CONSTRUCTION WITH GPS COORDINATES ON AS-BUILT DRAWINGS. NOTES SHALL INCLUDE TYPE, SIZE, LOCATION, ELEVATIONS, AND OWNER'S NAME OR INFORMATION. DRAWINGS SHALL DIFFERENTIATE BETWEEN NEW AND EXISTING UTILITIES.
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LEGEND

- EXISTING
- NEW STRUCTURE
- NEW PAVING
- NEW FENCE

- 1. Culverts
- 2. V Ditch
- 3. Earthen Berm

Sediment Basin

MATCHLINE G-016

PLUMMER

1320 S UNIVERSITY DR, STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

BY

NO.

DATE

REVISION

Sherran

CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

GENERAL
SITEPLAN - 2

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
PAULA A. MONACO
TEXAS P.E. NO. 132844
DATE: 10/17/2023

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

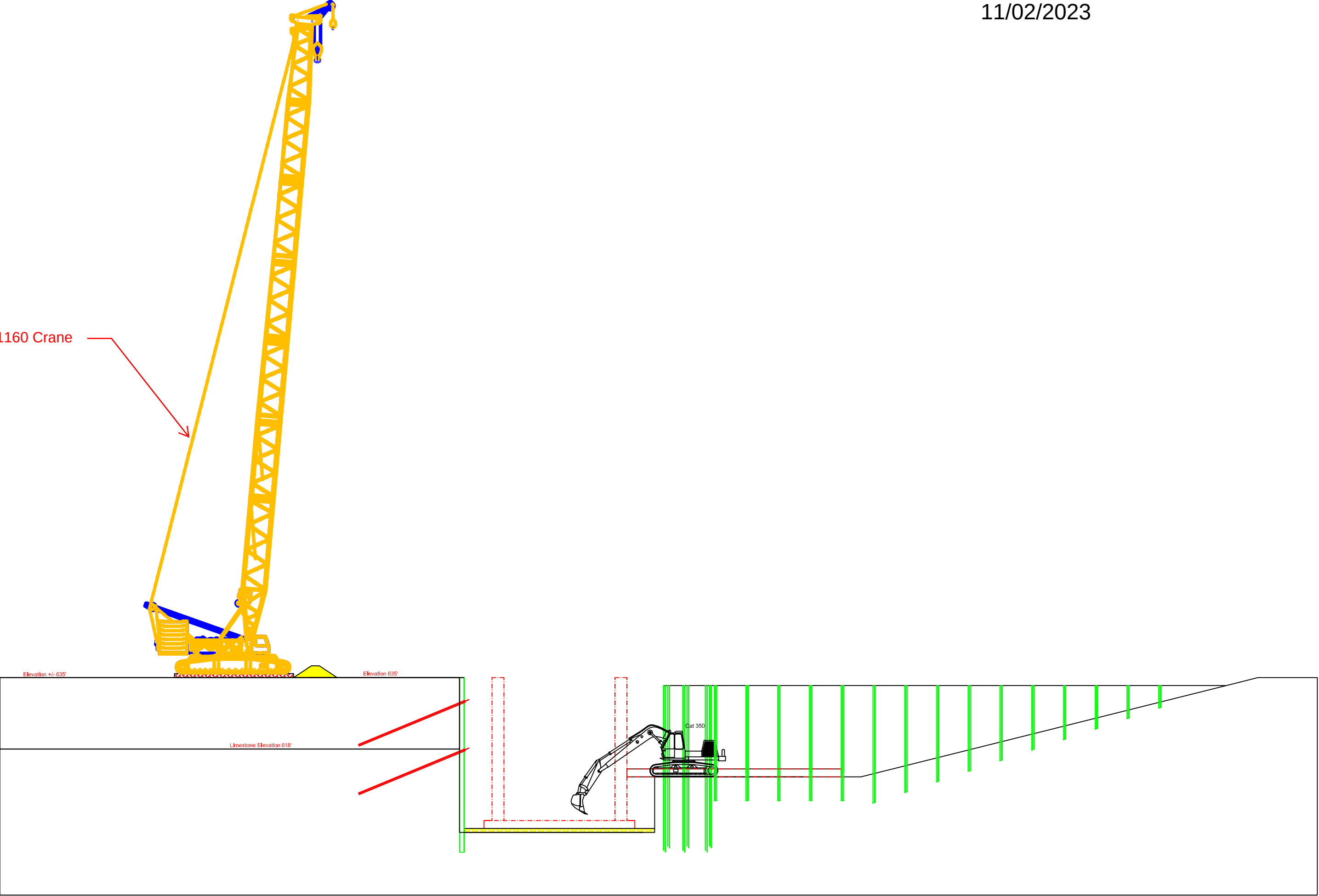
DESIGNED: Q. GEILE
DRAWN: G. SCHILLING
CHECKED: A. DAVIS
REVIEWED: D. GUDAL

Seq. No. G-015

1422-005-02

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Liebherr 1160 Crane







SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H. 3.

Meeting Date: 11/20/2023

Prepared By: Jason Jeffcoat, Police Chief

Caption:

*** RESOLUTION NO. 7230**

Authorizing Execution of a Memorandum of Understanding with the Sherman Independent School District Police, Grayson County Sheriff's Office, Sherman Police Department and Denison Police Department to Outline Reasonable Communication and Coordination Efforts

Issue:

The Texas Education Code requires an MOU to outline reasonable communication and coordination efforts between ISD Police agencies and other agencies with which they share overlapping authority.

Background:

The Texas Education Code requires an MOU to outline reasonable communication and coordination efforts between ISD Police agencies and other agencies with which they share overlapping authority.

The Sherman Independent School District overlaps unincorporated areas of Grayson County. Sherman ISD Police currently consist of 8 certified officers and, at this time, has 14 campuses, all located within the City of Sherman except for one in the City of Denison.

Origination:

Sherman Independent School District
City of Sherman Police Department

Financial Consideration:

No financial impact

Staff Recommendation:

Staff recommends approval of this MOU

Alternatives:

Council may choose not to engage in this MOU.

Attachments

Resolution No. 7230
MOU

RESOLUTION NO. 7230

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE SHERMAN INDEPENDENT SCHOOL DISTRICT POLICE, GRAYSON COUNTY SHERIFF'S OFFICE, SHERMAN POLICE DEPARTMENT AND DENISON POLICE DEPARTMENT TO OUTLINE REASONABLE COMMUNICATION AND COORDINATION EFFORTS; 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 Memorandum of Understanding with Sherman Independent School District Police, Grayson County Sheriff's Office, and Denison Police Department to outline reasonable communication and coordination efforts in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 20th day of November 2023.

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

Memorandum of Understanding

Sherman ISD (Independent School District) Police &

Grayson County Sheriff's Office, Sherman Police Department & Denison Police Department

The Texas Education Code requires an MOU to outline reasonable communication and coordination efforts between ISD Police agencies and other agencies with which they share overlapping authority.

The Sherman Independent School District overlaps unincorporated areas of Grayson County. Sherman ISD Police currently consist of 8 certified officers and, at this time, has 14 campuses, all located within the City of Sherman except for one in the City of Denison.

- 1- Grayson County Sheriff's Office, Sherman Police Department, Denison Police Department and Sherman ISD Police agree to communicate when a significant event occurs within their overlapping authority, or in a significant event that may have an effect within their authority.
- 2- All agencies agree to provide *available* resources to the other, as requested and deemed necessary.
- 3- All agencies agree that the agency providing the most significant resources in an event shall have the option of assuming "command" of the event.
- 4- In a significant event, all agencies agree that participating agencies will have representation in the event command center.
- 5- In a significant event, all agencies agree to coordinate the release of information to the media, parents, and the communities involved.
- 6- The Sherman Police Department agrees to be the central hub for communications for the Sherman ISD Police Department.
- 7- The Sherman Police Department agrees to provide the Sherman ISD Police Department with access to the Texas Law Enforcement Telecommunications System (TLETS), the Texas Crime Information Center (TCIC), and the National Crime Information Center (NCIC), (NLETS) the International Justice and Public Safety Network, and associated systems on a 24-hour, 7 days per week basis.

The Sherman ISD Police Department agrees to abide by all laws of the United States and the state of Texas, and all present or hereafter approved rules, policies, and procedures of TLETS, NLETS, TCIC, NCIC and any other systems now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination, and exchange of information for criminal justice purposes. Sherman ISD Police Department will notify the Sherman Police Department as soon as possible when an officer is no longer with the agency so that officer can be removed from the system.

The Sherman Police Department reserves the right to suspend service to the Sherman ISD Police Department, which may include canceling of records entered for the Sherman ISD Police Department, when applicable policies are violated. The Sherman Police Department may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

To comply with NCIC policies established by the NCIC Advisory Policy Board, the Sherman ISD Police Department agrees to maintain accurate records of all TCIC/NCIC entries made through the Sherman Police Department and to immediately notify the Sherman Police Department of any changes in the status of those reports, to include the need for cancellation, deletion, or modification of information. The Sherman Police Department agrees to enter, update, and remove all records for the Sherman ISD Police Department on a timely basis, as defined by NCIC.

To comply with NCIC hit confirmation requirement the agencies agree to the following:

- a. If wanted person records are to be entered the Sherman Police Department ORI, the Sherman ISD Police Department must deliver to the Grayson County Sheriff's Office the original warrants to be entered into the Odyssey RMS system and then delivered to the Sherman Police Department for entry into TCIC/NCIC and held on file until the record is canceled/cleared.
- b. If property and missing person records are to be entered with the Sherman Police Department's ORI, the Sherman ISD Police Department must deliver case reports to the Sherman Police Department to be held on file until the records is cancelled and or cleared.
- c. If the records are to be entered with the Sherman ISD Police Department's ORI, the Sherman Police Department agrees to immediately forward all requests for hit confirmation that might be received at the terminal to the Sherman ISD Police Department. The Sherman ISD Police Department agrees to comply with the NCIC hit confirmation policy.

d. If the Sherman ISD Police Department is a non-24-hour agency, the records must be entered with the Sherman Police Department's ORI, and case reports and original warrants must be held at the Sherman Police Department for hit confirmation purposes.

To comply with NCIC Validation requirements, the Sherman ISD Police Department agrees to perform all validation procedures as required by NCIC on all records entered through the Sherman Police Department.

Criminal History information obtained from the TLETS terminal of the Sherman Police Department will be handled according to TCIC/NCIC guidelines by the Sherman ISD Police Department.

- 8- This memorandum of understanding is effective when signed by both parties. It shall automatically renew annually, on September 1 of each successive year for up to one (1) year, unless terminated by either party by written notice given according to the terms of this memorandum of understanding.

- 9- Any party may withdraw from this agreement at any time, without penalty, by giving the other parties twenty days written notice. The agreement shall terminate upon the withdrawal of any three of the law enforcement entities, or by any written agreement to terminate."

Dated this _____ day of _____, _____.

Denison Police Representative

Sherman Police Representative

Sherman ISD Representative

Grayson County SO Representative



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H. 4.

Meeting Date: 11/20/2023

Prepared By: Mary Lawrence, Chief Financial Officer

Caption:

*** RESOLUTION NO. 7231**

Awarding a Bid to and Authorizing Execution of a Contract with Pegasus CDJR, LLC for the Purchase of Multiple Fleet Vehicles for Multiple City Departments

Issue:

To consider awarding a bid to and authorizing execution of a contract for the purchase ten (10) fleet vehicles from Pegasus CDJR, LLC of Ennis, Texas, based upon a request for public bids for the multiple departments.

Background:

At the October 16, 2023 meeting, the City Council approved a request to advertise for public bids for the purchase of various vehicles. On November 9, 2023, one (1) bidder responded to the request for bids. City staff recommends awarding the one responsive bid in the amount of \$593,845.00, submitted by Pegasus CDJR, LLC of Ennis, Texas as shown below.

Department	Description	Bid
Wastewater Treatment	(2) 1/2-Ton Trucks	\$98,087.00
Stormwater	1/2 Ton Truck	\$47,843.50
Water Production	1-Ton Truck	\$59,303.50
Parks Maintenance	(2) 3/4-Ton Trucks	\$111,107.00
Equipment Service	1-Ton Dually Truck	\$58,818.50
Building Maintenance	3/4-Ton Truck w/ Utility Bed	\$72,778.50
Neighborhood Services	F450 Dually	\$86,353.50
Water Quality	3/4-Ton Truck	\$59,553.50

Origination:

Finance Department

Financial Consideration:

The total cost of these vehicles is \$593,845.00

Staff Recommendation:

It is recommended the City Council approved this request

Alternatives:

As may be directed by the City Council.

Attachments

Resolution No. 7231

Invitation to Bid

Addendum #1 to ITB

Pegasus CDJR Submittal

Exhibits C through E_Pegasus CDJR

Bid Tabulation

RESOLUTION NO. 7231

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH PEGASUS CDJR, LLC FOR THE PURCHASE OF MULTIPLE FLEET VEHICLES FOR MULTIPLE CITY DEPARTMENTS; 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 Pegasus CDJR, LLC of Ennis, Texas, is hereby awarded the bid for the purchase of multiple fleet vehicles in the amount of Five Hundred Ninety-Three Thousand Eight Hundred Forty-Five Dollars and No Cents (\$593,845.00); and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Pegasus CDJR, LLC for the purchase of multiple fleet vehicles, in accordance with all contract documents attached hereto and made a part hereof for all purposes. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2023-2024 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 20th day of November 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

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

BY: _____
RYAN PITTMAN, CITY ATTORNEY

Exhibit A

Invitation to Bid



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

Invitation to Bid

For

PURCHASE OF MULTIPLE STAFF & SERVICE TRUCKS
ITB No. 2024-01

Publication Dates: **Sunday October 22, 2023**
Sunday October 29, 2023

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Contract References	20
Exhibit C: City's Insurance Requirements	21
Exhibit D: Affidavit of No Prohibited Interest	23
Exhibit E: Conflict of Interest Questionnaire	24
Texas Ethics Commission Form 1295 & Verification Form 2290	26

CITY OF SHERMAN, TEXAS

FINANCE DEPARTMENT

INVITATION TO BID - BID NO. 2024-01; PURCHASE OF MULTIPLE STAFF AND SERVICE TRUCKS

The enclosed **INVITATION TO BID** (ITB) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **PURCHASE OF MULTIPLE STAFF AND SERVICE TRUCKS** for the City of Sherman.

Questions may be addressed to the Finance Department at the address listed below. The bids will be opened at **2:00 p.m. on Thursday, November 9, 2023**, at the following address:

**City of Sherman – Human Resources Conference Room
Municipal Building
405 N. Rusk Street
Sherman, TX
903-892-7215
craigl@cityofsherman.com**

Bids may be submitted by mail to the following address:

**City of Sherman
Finance Dept. – ITB for PURCHASE OF MULTIPLE STAFF AND SERVICE TRUCKS - No. 2024-01**

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

OR

Electronically at www.publicpurchase.com

OR

By delivery at the Municipal Building address listed above.

NOTICE TO BIDDERS

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Craig Long, Sherman Municipal Building, 405 N. Rusk, Sherman, Texas 75091 until the hour **2:00 PM on the 9th day of November, 2023**, at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2024-01 – PURCHASE OF MULTIPLE STAFF AND SERVICE TRUCKS

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

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

Each bid delivered to the City shall be sealed and clearly marked “PURCHASE OF MULTIPLE STAFF AND SERVICE TRUCKS 2024-01” on the exterior of the bid. Electronic submittals may only be made through Public Purchase at <https://www.publicpurchase.com>. No email or faxed bids will be accepted. Each bid shall be **manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.**

Please note that all bids **must be received at the designated location or through Public Purchase by the deadline shown.** Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for **2:00 p.m., Thursday, November 9, 2023**, at which time the sealed bids will be opened.

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

The City of Sherman will receive sealed bids for: **PURCHASE OF MULTIPLE STAFF AND SERVICE TRUCKS.**

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

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

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

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

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CITY OF SHERMAN GENERAL CONDITIONS

ADDENDA

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

ANNUAL CONTRACT FUNDING

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

ASSIGNMENT OF BID/CONTRACT

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

BID CONSIDERATION / TABULATION

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

BID SUBMISSION

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

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

BRAND NAMES

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

CHANGES OR ALTERATIONS

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

COMPLETING INFORMATION

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

CONTRACT CLAUSE

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

TERMINATION

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

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

DELIVERY

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

DELIVERY DATE

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

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not

in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INDEMNIFICATION

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

INSURANCE

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

MISCELLANEOUS

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

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

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

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

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time. It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

PROVISIONAL CLAUSES

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

REJECTION OF BIDS

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

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

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

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

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

REQUEST FOR NON-CONSIDERATION

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

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

SALES TAX

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

PROPOSAL DEFINITIONS:

"City" is the City of Sherman, Texas.

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

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

I. PROPOSAL TERMS

- A. The City of Sherman reserves the right to reject any and all proposals received as a result of this ITB. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal: the City reserves the right to consider proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with the independent contractor whose proposal is deemed to best meet the City's specifications and needs.
- B. Proposals must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
- C. In the event it becomes necessary to revise any part of the ITB, addenda will be provided. The deadline for submission of proposals may be adjusted to allow for revisions. To be considered, the entire proposal document, with any amendments, should be returned by the specified date, time and method identified on page 3 of this document.
- D. Proposals should be prepared simply and economically providing a straightforward, concise description of the independent contractor's ability to meet the requirements

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

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

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SPECIFICATIONS

Trucks for the Treatment Services Department:

- ❖ Two (2) new half-ton trucks; Used will not be accepted
 - Make must be Chevy, Ford, Dodge, or GMC
 - Extended cab or quad cab models only
 - Exterior color must be white
 - 2-wheel drive preferred, with automatic transmission
 - Spare key fob
 - All terrain tires w/ full size spare
 - Trailer towing package
 - Additional specs preferred: tilt steering, cruise control, rear backup camera, spare accessory switches, 40/20 split bench vinyl seats w/ center console and rubber flooring

Truck for the Quality Services Department:

- ❖ One (1) new ¾ ton truck; Used will not be accepted
 - Make must be Chevy, Ford, Dodge, or GMC
 - 4x4 model only
 - Crew cab
 - 8-foot bed
 - gas motor
 - Exterior color must be white

Truck for the Stormwater Services Department:

- ❖ One (1) half-ton truck; Used will not be accepted
 - Make must be Chevy, Ford, Dodge, or GMC
 - 4x4 model preferred, but, not required for bid submittal
 - Four-door (Quad) model only
 - Exterior color must be white
 - Additional specs required:
 - **power side mirrors, rear backup camera, vinyl seats, rubber flooring
 - spray-in bed liner, automatic transmission, spare accessory switches,
 - 40/20 split bench w/ center console, all-terrain tires.

Truck for the Water Production Department:

- ❖ One (1) 1-ton truck; Used will not be accepted
 - Make must be Chevy, Ford, Dodge, or GMC
 - Work truck package
 - Regular cab
 - 2-wheel drive
 - long-bed model
 - Exterior color must be white
 - Interior color – black preferred
 - 40/20 split bench vinyl seats
 - vinyl floors
 - power windows and locks
 - 6.6L V8 engine - gasoline, automatic
 - Lift gate, backup camera, tow package including hitch and trailer light hookup

Trucks for Parks Maintenance Department:

- ❖ Two (2) new $\frac{3}{4}$ ton truck; Used will not be accepted
 - Make must be Chevy, Ford, Dodge, or GMC
 - Crew cab
 - 4-wheel drive
 - Exterior color must be white
 - gas engine
 - towing package
 - vinyl flooring – no carpet
 - vinyl seat preferred

Truck for the Equipment Services Department:

- ❖ One (1) new 1-ton dually truck; Used will not be accepted
 - Make must be Chevy, Ford, Dodge, or GMC
 - Regular cab preferred
 - 4-wheel drive
 - gas engine
 - towing package
 - all-terrain tires preferred
 - vinyl seats and floors preferred
 - 40/20 bench seating
 - power windows and locks
 - Exterior color must be white
 - long bed preferred

Truck for the Building Maintenance Department:

- Refer to following page for specs regarding this new $\frac{3}{4}$ -ton truck with utility bed; Used will not be accepted.

BIDDERS CERTIFICATION:

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

OUR company is a (Check One):

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

Company Name: _____

Address of Principal Place of Business:

Mailing Address (if different):

Phone: _____

Fax: _____

Email: _____

Authorized Representative: _____

Signature: _____

Date: _____

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

BID FORM

Bidder accepts all of the terms and conditions set forth in the Advertisement for Bid and the Bid Specification Package. Additionally, bidders are not required to bid on all items. Please write "No Bid" on those you will not be submitting in your bid response.

****All individual truck prices must include all fees****

Treatment Services Department

New ½ ton truck #1 \$ _____
New ½ ton truck #2 \$ _____

-

Quality Services Department

New ¾ ton truck \$ _____

Stormwater Services Department

New ½ ton truck \$ _____

Water Production Department

New 1-ton truck \$ _____

Parks Maintenance Department

New ¾ ton truck #1 \$ _____
New ¾ ton truck #2 \$ _____

Equipment Services Department

New 1-ton dually truck \$ _____

Building Maintenance Department

New ¾ ton truck w/ utility bed \$ _____

Signature of Bidder _____

Bidder (print name) _____

Contractor References

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

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

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

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

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

	Coverage Required	Limits
--	-------------------	--------

<u> X </u>	1. Worker’s Compensation & Employer’s Liability	▪ Statutory Limits of the State of Texas
<u> X </u>	2. General Liability	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	3. XCU Coverage	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	4. Professional Liability	▪ Minimum \$1,000,000.00 each claim; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of \$ 2,000,000.00.
<u> X </u>	6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.	
<u> X </u>	7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

- X 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
- X 10. The Certificate of Insurance must state the project title.
- ___ 11. Other Insurance Requirements (State Below):

Exhibit D
Affidavit of No Prohibited Interest

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

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

- _____ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- _____ Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.
- _____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- _____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000).
- _____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.
- _____ Other: _____.
- _____ None of the Above.

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

Signed this ____ day of _____, 202__.

Signature of Official/Title

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

Sworn to and subscribed before me on this _____ day of _____, 202__.

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

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

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

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

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

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

Governmental Entity

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

Contract ID Number: **2024-01**

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

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

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

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

SIGNED BY: _____

Print Name & Title: _____

Firm Name: _____

Date Signed: _____

NOTARIZATION

THE STATE OF _____)

COUNTY OF _____)

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

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

NOTARY PUBLIC IN AND
FOR THE STATE OF _____

The following definitions apply to Texas Government Code Section 2270.001:

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

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

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



Addendum #1

Invitation to Bid – Purchase of Multiple Staff & Service Trucks - Bid No. 2024-01

****The ¾-ton truck listed under Quality Services will no longer be needed. However the two vehicles listed below will now be added in its place.****

Truck for the Neighborhood Services Department:

- ❖ One (1) new Ford F-450 preferred, or equivalent; Used will not be accepted
 - Equivalent make must be Chevy, Dodge, or GMC
 - 4x4 model dually required
 - Crew cab
 - Diesel engine
 - Running boards preferred
 - 9-foot (approx.) flatbed with gooseneck 2 and 5/16-inch ball in-bed hitch required
 - 40/20/40 split bench required
 - Keyless entry strongly preferred
 - Rear camera preferred
 - Exterior color must be white
 - Vinyl flooring preferred

Truck for the Water Quality Department:

- ❖ One (1) new ¾ ton truck; Used will not be accepted

- Make must be Chevy, Ford, Dodge, or GMC
- Crew cab
- 4x4 model only
- 8-foot bed
- 40/20/40 split bench preferred
- Trailer brake controller
- V-8 gas engine
- Exterior color must be white
- Vinyl seating required
- Vinyl flooring preferred
- Options preferred, but, not mandatory:
 - ❖ Spray in bed liner, toolbox, black tube steps, additional key, 6-way switch box, rear tail light LEDS, LEDS grill

Publication Dates: **Sunday October 22, 2023**
Sunday October 29, 2023

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CITY OF SHERMAN, TEXAS

FINANCE DEPARTMENT

INVITATION TO BID - BID NO. 2024-01; PURCHASE OF MULTIPLE STAFF AND SERVICE TRUCKS

The enclosed **INVITATION TO BID** (ITB) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **PURCHASE OF MULTIPLE STAFF AND SERVICE TRUCKS** for the City of Sherman.

Questions may be addressed to the Finance Department at the address listed below. The bids will be opened at **2:00 p.m. on Thursday, November 9, 2023**, at the following address:

**City of Sherman – Human Resources Conference Room
Municipal Building
405 N. Rusk Street
Sherman, TX
903-892-7215
craigl@cityofsherman.com**

Bids may be submitted by mail to the following address:

**City of Sherman
Finance Dept. – ITB for PURCHASE OF MULTIPLE STAFF AND SERVICE TRUCKS - No. 2024-01**

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

OR

Electronically at www.publicpurchase.com

OR

By delivery at the Municipal Building address listed above.

NOTICE TO BIDDERS

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Craig Long, Sherman Municipal Building, 405 N. Rusk, Sherman, Texas 75091 until the hour **2:00 PM on the 9th day of November, 2023**, at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2024-01 – PURCHASE OF MULTIPLE STAFF AND SERVICE TRUCKS

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

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

Each bid delivered to the City shall be sealed and clearly marked “PURCHASE OF MULTIPLE STAFF AND SERVICE TRUCKS 2024-01” on the exterior of the bid. Electronic submittals may only be made through Public Purchase at <https://www.publicpurchase.com>. No email or faxed bids will be accepted. Each bid shall be **manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.**

Please note that all bids **must be received at the designated location or through Public Purchase by the deadline shown.** Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for **2:00 p.m., Thursday, November 9, 2023**, at which time the sealed bids will be opened.

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

The City of Sherman will receive sealed bids for: **PURCHASE OF MULTIPLE STAFF AND SERVICE TRUCKS.**

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

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

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

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

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CITY OF SHERMAN GENERAL CONDITIONS

ADDENDA

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

ANNUAL CONTRACT FUNDING

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

ASSIGNMENT OF BID/CONTRACT

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

BID CONSIDERATION / TABULATION

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

BID SUBMISSION

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

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

BRAND NAMES

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

CHANGES OR ALTERATIONS

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

COMPLETING INFORMATION

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

CONTRACT CLAUSE

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

TERMINATION

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

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

DELIVERY

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

DELIVERY DATE

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

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not

in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INDEMNIFICATION

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

INSURANCE

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

MISCELLANEOUS

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

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

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

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

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time. It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

PROVISIONAL CLAUSES

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

REJECTION OF BIDS

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

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

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

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

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

REQUEST FOR NON-CONSIDERATION

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

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

SALES TAX

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

PROPOSAL DEFINITIONS:

"City" is the City of Sherman, Texas.

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

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

I. PROPOSAL TERMS

- A. The City of Sherman reserves the right to reject any and all proposals received as a result of this ITB. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal: the City reserves the right to consider proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with the independent contractor whose proposal is deemed to best meet the City's specifications and needs.
- B. Proposals must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
- C. In the event it becomes necessary to revise any part of the ITB, addenda will be provided. The deadline for submission of proposals may be adjusted to allow for revisions. To be considered, the entire proposal document, with any amendments, should be returned by the specified date, time and method identified on page 3 of this document.
- D. Proposals should be prepared simply and economically providing a straightforward, concise description of the independent contractor's ability to meet the requirements

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

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

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SPECIFICATIONS

Trucks for the Treatment Services Department:

- ❖ Two (2) new half-ton trucks; Used will not be accepted

➤ Make must be Chevy, Ford, Dodge, or GMC

➤ Extended cab or quad cab models only

➤ Exterior color must be white

➤ 2-wheel drive preferred, with automatic transmission

➤ Spare key fob

➤ All terrain tires w/ full size spare

➤ Trailer towing package

➤ Additional specs preferred: tilt steering, cruise control, rear backup camera, spare accessory switches, 40/20 split bench vinyl seats w/ center console and rubber flooring

PEGASUS CDJR BID \$48,180.00

KEY FOB \$ 300.00

DELIVERY \$ 385.00

STATE & TAG & DOC \$ 178.50

TOT \$49,043.50 EACH

Truck for the Quality Services Department:

- ❖ One (1) new ¾ ton truck; Used will not be accepted

➤ Make must be Chevy, Ford, Dodge, or GMC

➤ 4x4 model only

➤ Crew cab

➤ 8-foot bed

➤ gas motor

➤ Exterior color must be white

NO BID PER ADDENDUM

Truck for the Stormwater Services Department:

❖ One (1) half-ton truck; Used will not be accepted

- Make must be Chevy, Ford, Dodge, or GMC
 - 4x4 model preferred, but, not required for bid submittal
 - Four-dour (Quad) model only
 - Exterior color must be white
 - Additional specs required:
 - **power side mirrors, rear backup camera, vinyl seats, rubber flooring
 - spray-in bed liner, automatic transmission, spare accessory switches,
 - 40/20 split bench w/ center console, all-terrain tires.
- | | |
|-------------------------|-------------|
| PEGASUS CHEVY BID | \$46,980.00 |
| SPRAY IN BED & DELIVERY | \$ 685.00 |
| STATE & TAG & DOC | \$ 178.50 |
| TOT | \$47,843.50 |

Truck for the Water Production Department:

❖ One (1) 1-ton truck; Used will not be accepted

- Make must be Chevy, Ford, Dodge, or GMC
 - Work truck package
 - Regular cab
 - 2-wheel drive
 - long-bed model
 - Exterior color must be white
 - Interior color – black preferred
 - 40/20 split bench vinyl seats
 - vinyl floors
 - power windows and locks
 - 6.6L V8 engine - gasoline, automatic
 - Lift gate, backup camera, tow package including hitch and trailer light hookup
- | | |
|-------------------|-------------|
| ORDER UNIT BID | \$51,990.00 |
| LIFTGATE | \$ 6,750.00 |
| DELIVERY | \$ 385.00 |
| STATE & TAG & DOC | \$ 178.50 |
| TOT | \$59,303.50 |

Trucks for Parks Maintenance Department:

❖ Two (2) new ¾ ton truck; Used will not be accepted

- Make must be Chevy, Ford, Dodge, or GMC
- Crew cab
- 4-wheel drive
- Exterior color must be white
- gas engine
- towing package
- vinyl flooring – no carpet
- vinyl seat preferred

ORDER UNIT BID \$54,990.00
DELIVERY \$ 385.00
STATE & TAG & DOC \$ 178.50
TOT \$55,553.50 EACH

Truck for the Equipment Services Department:

❖ One (1) new 1-ton dually truck; Used will not be accepted

- Make must be Chevy, Ford, Dodge, or GMC
- Regular cab preferred
- 4-wheel drive
- gas engine
- towing package
- all-terrain tires preferred
- vinyl seats and floors preferred
- 40/20 bench seating
- power windows and locks
- Exterior color must be white
- long bed preferred

ORDER UNIT BID \$58,255.00
DELIVERY \$ 385.00
STATE & TAG & DOC \$ 178.50
TOT \$58,818.50

Truck for the Building Maintenance Department:

➤ Refer to following page for specs regarding this new $\frac{3}{4}$ -ton truck with utility bed; Used will not be accepted.

2023 RAM 2500 CREW CAB STOCK UNIT WITH ROYAL TRUCK SERVICE BODY

BID	\$72,215.00
DELIVERY	\$ 385.00
STATE & TAG & DOC	\$ 178.50

TOTAL - \$72,778.50

Truck for the Neighborhood Services Department
TOTAL BID \$86,353.50

Truck for the Water Quality Department
TOTAL BID \$59,553.50

BIDDERS CERTIFICATION:

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

OUR company is a (Check One):

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

Company Name: PEGASUS CDJR LLC & PEGASUS CHEVROLET

Address of Principal Place of Business:

305 SOUTH I-45 ENNIS TEXAS 75119

Mailing Address (if different):

Phone: 713-444-0378

Fax: _____

Email: VSCOTT@GILCHRISTAUTOMOTIVE.COM

Authorized Representative: VERNON SCOTT

Signature: _____

DocuSigned by:
Vernon Scott
E5DDE71B8F1D41E...

Date: 11-08-23

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

BID FORM

Bidder accepts all of the terms and conditions set forth in the Advertisement for Bid and the Bid Specification Package. Additionally, bidders are not required to bid on all items. Please write “No Bid” on those you will not be submitting in your bid response.

****All individual truck prices must include all fees****

PEGASUS RAM-RN164438 **Treatment Services Department**

2024 1500 BIGHORN - LONESTAR QUAD 4X2 (140 in WB 6 ft 4 in Box) (DT1H41)

New ½ ton truck #1 \$ 49,043.50

New ½ ton truck #2 \$ 49,043.50

PEGASUS RAM - RN179237

2024 1500 BIGHORN - LONESTAR QUAD 4X2 (140 in WB 6 ft 4 in Box) (DT1H41)

Quality Services Department

New ¾ ton truck \$ XXXX - NO BID PER ADDENDUM

PEGASUS CHEVY - PG306698 **Stormwater Services Department**

2023 SILVERADO 1500 CREW WT 4WD

New ½ ton truck \$ 47,843.50

PEGASUS CDJR ORDER UNIT **Water Production Department**

2024 3500 TRADESMAN REG CAB 4X2 (140 in WB 8 ft 0 in Box) (D23L62)

New 1-ton truck \$ 59,303.50

PEGASUS CDJR ORDER UNIT **Parks Maintenance Department**

2024 2500 TRADESMAN CREW CAB 4X4 (169 in WB 8 ft 0 in Box) (DJ7L92)

New ¾ ton truck #1 \$ 55,553.50

New ¾ ton truck #2 \$ 55,553.50

PEGASUS CDJR ORDER UNIT **Equipment Services Department**
WLA Dual Rear Wheels

2024 3500 TRADESMAN REG CAB 4X4 (140 in WB 8 ft 0 in Box) (D28L62)

New 1-ton dually truck \$ 58,818.50

PEGASUS CDJR STK# R230333 **Building Maintenance Department**

2023 2500 TRADESMAN CREW CAB 4X4 (169 in WB 8 ft 0 in Box) (DJ7L92)

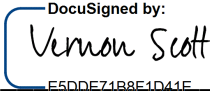
New ¾ ton truck w/ utility bed \$ 72,778.50

ROYAL TRUCK - SERVICE BODY

ADDENDUM BIDS

Truck for the Neighborhood Services Department
TOTAL BID \$86,353.50

Truck for the Water Quality Department
TOTAL BID \$59,553.50

Signature of Bidder  _____
E5DDE71B8F1D41E...

Bidder (print name) VERNON SCOTT

Contractor References

Customer Name: SEE ATTACHED REFERENCE SHEET

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: CITY OF SHERMAN

Address: PO Box 1106 Sherman, TX 75091-1106

Contact: CRAIG LONG Telephone #: 903-892-7215

Scope of work performed: PROVIDED RAM & CHEVROLET TRUCKS

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Exhibit C
City's Insurance Requirements

I. **GENERAL INSURANCE REQUIREMENTS** –

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

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

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

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

	<u>Coverage Required</u>	<u>Limits</u>
<u> X </u>	1. Worker’s Compensation & Employer’s Liability	▪ Statutory Limits of the State of Texas
<u> X </u>	2. General Liability	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	3. XCU Coverage	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	4. Professional Liability	▪ Minimum \$1,000,000.00 each claim; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u>	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of \$ 2,000,000.00.
<u> X </u>	6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.	
<u> X </u>	7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	

- X 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
- X 10. The Certificate of Insurance must state the project title.
11. Other Insurance Requirements (State Below):

Exhibit D
Affidavit of No Prohibited Interest

THE STATE OF TEXAS §

THE COUNTY OF PARKER §

I, VERNON SCOTT, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

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

- _____ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- _____ Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.
- _____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- _____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000).
- _____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.
- _____ Other: _____.
- X None of the Above.

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

Signed this 8 day of NOVEMBER, 2023.

DocuSigned by:
Vernon Scott **GOVT FLEET DIRECTOR**
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared VERNON SCOTT, 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: _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

PEGASUS CDJR & CHEVROLET

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.

N/A

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

7 DocuSigned by:

Vernon Scott

Signature of vendor doing business with the governmental entity

11/08/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

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

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

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

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

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

Governmental Entity

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

Contract ID Number: **2024-01**

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

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

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

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

SIGNED BY:

DocuSigned by:
Vernon Scott
E5DDE71B8E1D41E

Print Name & Title:

VERNON SCOTT _ GOVERNMENT FLEET DIRECTOR

Firm Name:

PEGASUS CDJR & CHEVROLET LLC

Date Signed:

11/08/2023

NOTARIZATION

THE STATE OF TEXAS)

COUNTY OF PARKER)

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

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

NOTARY PUBLIC IN AND
FOR THE STATE OF _____

The following definitions apply to Texas Government Code Section 2270.001:

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

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

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



Addendum #1

Invitation to Bid – Purchase of Multiple Staff & Service Trucks - Bid No. 2024-01

****The ¾-ton truck listed under Quality Services will no longer be needed. However the two vehicles listed below will now be added in its place.****

Truck for the Neighborhood Services Department:

- ❖ One (1) new Ford F-450 preferred, or equivalent; Used will not be accepted

- Equivalent make must be Chevy, Dodge, or GMC

- 4x4 model dually required

- Crew cab

ORDER UNIT BID \$85,790.00
DELIVERY \$ 385.00
STATE & TAG & DOC \$ 178.50

- Diesel engine

- Running boards preferred

TOT \$86,353.50

- 9-foot (approx.) flatbed with gooseneck 2 and 5/16-inch ball in-bed hitch required

- 40/20/40 split bench required

- Keyless entry strongly preferred

- Rear camera preferred

- Exterior color must be white

- Vinyl flooring preferred

DP9L94 4500 CREW CAB CHASSIS 4X4 (197.4 in WB - CA of 84 in) Package: 2YA Customer Preferred Package 2YA 0 0
ETN 6.7L I6 Cummins Turbo Diesel Engine
DF2 6-Spd Auto Aisin AS69RC HD Trans
Paint/Seat/Trim: PW7 Bright White Clear Coat
APA Monotone Paint *TX HD Vinyl 40/20/40 Split Bench Seat
9-foot (approx.) flatbed with gooseneck 2 and 5/16-inch ball in-bed hitch

Truck for the Neighborhood Services Department
TOTAL BID \$86,353.50

Truck for the Water Quality Department:

- ❖ One (1) new ¾ ton truck; Used will not be accepted

DJ7L92 2500 TRADESMAN CREW CAB 4X4 (169 in WB 8 ft 0 in Box)
Package: 2GA Customer Preferred Package 2GA
ESB 6.4L V8 Heavy Duty HEMI MDS Engine
DFX 8-Spd Auto 8HP75-LCV Transmission
Paint/Seat/Trim: PW7 Bright White

- Make must be Chevy, Ford, Dodge, or GMC
 - Crew cab
 - 4x4 model only
 - 8-foot bed
 - 40/20/40 split bench preferred
 - Trailer brake controller
 - V-8 gas engine
 - Exterior color must be white
 - Vinyl seating required
 - Vinyl flooring preferred
 - Options preferred, but, not mandatory:
 - ❖ Spray in bed liner, toolbox, black tube steps, additional key, 6-way switch box, rear tail light LEDS, LEDS grill
- | | |
|-------------------|-------------|
| ORDER UNIT BID | \$58,990.00 |
| DELIVERY | \$ 385.00 |
| STATE & TAG & DOC | \$ 178.50 |
| TOT \$59,553.50 | |

Truck for the Water Quality Department BID

TOTAL \$59,553.50

References for the Gilchrist Automotive Group

Our group of dealerships are owned & operated by Charlie Gilchrist & Stephen Gilchrist. Our group Headquarters are located inside the Southwest Ford location in Weatherford Texas.

At this time, we have 20 Dealership Locations in Texas & Oklahoma featuring 16 different franchises.

Reference #1

Reeder Distributors Inc

5450 Wilbarger St., Fort Worth Texas 76119

President: Ned Reeder – 817-429-5957

Company is a Wholesale Distributor of Diesel Fuel and purchases trucks from Charlie Gilchrist and the Gilchrist Automotive Group.

Reference #2

Texas State Utilities

3112 Wichita Ct., Fort Worth Texas 76140

President: Justin Keller

Email: TSU1@COM, Phone: 817-665-9000

Company is providing street light maintenance and Underground Contracting for the City of Fort Worth. They purchase their Bucket & Work trucks from Charlie Gilchrist and the Gilchrist Automotive Group.

Reference #3

Ledwell & Son Enterprises Inc.

3000 Waco Street, Texarkana Texas 75501

President: Steve Ledwell Phone: 903-888-6531

Company is a Custom Dump Truck bed, Tank Builder and Commercial Trailer Manufacturer. They purchase their Cab & Chassis Medium Duty Work trucks from Charlie Gilchrist and the Gilchrist Automotive Group.

Reference #4

Reynolds Asphalt & Construction Inc.

617 E. College St. Lewisville Texas 75057

President: Gary Reynolds, Phone: 972-434-2004

Company is an Asphalt Paving & Construction Company. They purchase their Cab & Chassis Medium Duty Work trucks from Charlie Gilchrist and the Gilchrist Automotive Group.

Reference #5

Lightfoot Mechanical – Plumbing, Electrical & HVAC

1026 Fort Worth Highway, Weatherford Texas 76086

Office Phone: 817-618-4595

This company specializes in Electrical, Plumbing and HVAC Contracting Business. They purchase their Van and Work trucks from Charlie Gilchrist and the Gilchrist Automotive Group.

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

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

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

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

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

	Coverage Required	Limits
<u>X</u>	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
<u>X</u>	2. General Liability	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
—	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.
<u>X</u>	6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.	
<u>X</u>	7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/11/2023

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

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

PRODUCER Cornhill Insurance Programs 8851 Camp Bowie West Blvd Ste 110 Fort Worth TX 76116	CONTACT NAME: Larry Volmert PHONE (A/C, No, Ext): 817-583-8324 E-MAIL ADDRESS: dealerpak@cornhillins.com FAX (A/C, No): 817-203-2184
INSURED Pegasus Chevrolet, LLC 401 I-45 Ennis TX 75119	INSURER(S) AFFORDING COVERAGE INSURER A: Midvale Indemnity Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 27138

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	X	X	ADMP000208-01	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ NA
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ Garage ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X	X	ADMP000208-01	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Other than auto only agg \$ 3,000,000
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000	X	X	ADMP000208-01	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Tarrant County 100 East Weatherford St Fort Worth TX 76196	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Exhibit D
Affidavit of No Prohibited Interest

THE STATE OF TEXAS §

THE COUNTY OF PARKER §

I, VERNON SCOTT, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

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

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000).

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

_____ Other: _____.

X _____ None of the Above.

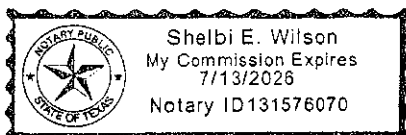
Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this 18 day of SEPTEMBER, 2023.

[Signature]
Signature of Official/Title

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

Sworn to and subscribed before me on this 18th day of September, 2023.



[Signature]
Notary Public in and for the State of Texas
My commission expires: 07/13/2026

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

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

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

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

OFFICE USE ONLY

Date Received

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

PEGASUS CDJR & CHEVROLET

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.

N/A

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

7 DocuSigned by:

Vernon Scott

Signature of vendor doing business with the governmental entity

11/08/2023

Date

[illegible]



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H. 5.

Meeting Date: 11/20/2023

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7232**

Casting Votes to Elect a Candidate to Serve as a Member of the Grayson Central Appraisal District Board of Directors

Issue:

To consider casting the 342 votes allocated to the City of Sherman for the election of a candidate to the Board of Directors for the Grayson Central Appraisal District

Background:

Every two years, the taxing entities of Grayson County elect the five members of the Grayson Central Appraisal District's Board of Directors. Votes are apportioned on the basis of the tax levy of each entity. The City of Sherman has been allocated 342 votes; and a total of 1,000 votes is necessary to assure the election of a nominee.

Origination:

Grayson Central Appraisal District

Financial Consideration:

There is no direct financial impact on the City's finances.

Staff Recommendation:

The staff recommends the City Council cast the City of Sherman's 342 votes for Brad Morgan, one of the candidates to the Grayson Central Appraisal District Board of Directors.

Alternatives:

The City Council could abstain from casting its votes.

Attachments

Resolution No. 7232

GCAD Ballot

RESOLUTION NO. 7232

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CASTING VOTES TO ELECT A CANDIDATE TO SERVE AS A MEMBER OF THE GRAYSON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; 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, pursuant to the authority of V.T.C.A., Tax Code §6.01, an appraisal district known as the Grayson Central Appraisal District has been created in Grayson County, Texas; and

WHEREAS, the quality of the property tax system depends on the Appraisal District's Board of Directors; individuals serving on the Board of Directors bring to the Board knowledge, judgment and expertise in establishing policies and procedures for the District's organization and operation; and

WHEREAS, the members of the Board of Directors are nominated and selected by the governing bodies of the voting taxing units in the Appraisal District; and

WHEREAS, a Board of five Directors governs the Grayson Central Appraisal District, plus the Tax Assessor-Collector as a nonvoting Director (if not regularly appointed); and

WHEREAS, the County, County College, Cities and Towns and School Districts participating in the District nominate and select Directors; and

WHEREAS, the Chief Appraiser has notified the City that it is entitled to 342 votes in the Directors' election; and

WHEREAS, the voting taxing units have nominated candidates; and

WHEREAS, the Chief Appraiser has prepared a ballot listing the nominees alphabetically by each candidate's last name; and

WHEREAS, the Chief Appraiser has delivered a copy of this ballot to the presiding officer of the governing body of each voting unit; and

WHEREAS, each voting unit must cast its vote by written resolution and submit it to the Chief Appraiser before December 15, 2023; and

WHEREAS, the City Council of the City of Sherman, Texas may cast all its votes for one candidate or may distribute the votes among any number of candidates;

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

SECTION 1. That all of the above recitals and preambles are found to be true and correct and are made a part hereof for all purposes.

SECTION 2. That the City Council of the City of Sherman, Texas, hereby casts 282 votes for the following candidate for the position of Director of the Grayson Central Appraisal District, as follows:

<u>Brett Graham</u> Candidate	_____ Number of Votes
<u>Obie Greenleaf</u> Candidate	_____ Number of Votes
<u>Lynn Mitchusson</u> Candidate	_____ Number of Votes
<u>Brad Morgan</u> Candidate	342 Number of Votes
<u>Sean Vanderveer</u> Candidate	_____ Number of Votes
<u>Wendy Vellotti</u> Candidate	_____ Number of Votes
<u>Charlie Williams</u> Candidate	_____ Number of Votes

SECTION 3. That the City Clerk shall mark the attached ballot in accordance with this resolution and forward same with a certified copy of this resolution to the Grayson Central Appraisal District.

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 20th day of November 2023.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:
ABERNATHY, ROEDER, BOYD, & HULLET P.C.**

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Grayson Central Appraisal District

512 N. Travis
Sherman, Texas 75090
Phone (903) 893-9673
Fax (903) 892-3835
www.graysonappraisal.org

October 24, 2023

Robby Hefton, City Manager
City of Sherman
P.O. Box 1106
Sherman, TX 75091

Dear Taxing Entity:

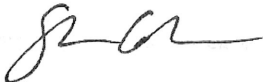
As provided by Property Tax Code, Section 6.03, Subsection (j), please find enclosed an official ballot for the Grayson Central Appraisal District Board of Directors for the upcoming term beginning in 2024. The number of votes allocated to **City of Sherman** is:

342

Property Tax Code Section 6.03, Subsection (k), states that each taxing unit eligible to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15, 2023. A sample resolution has been included for your convenience. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote total elected, and submit the results to the governing body of each taxing unit in the district and to the candidates.

If you have any questions regarding this procedure, please contact me at the below telephone number.

Sincerely,



Shawn D. Coker, RPA, CCA
Chief Appraiser/Chief Administrator
903-870-1993



OFFICIAL BALLOT

VOTING OF THE BOARD OF DIRECTORS OF THE GRAYSON CENTRAL APPRAISAL DISTRICT 2024 TERM

- Five members to be elected;
- Indicate number of votes you wish to cast for each candidate by resolution;
- Candidates are listed alphabetically according to the first letter in each candidate's surname according to TPTC 6.03 (j)
- Resolution must be submitted to the Chief Appraiser before **December 15, 2023.**

Brett Graham

Obie Greenleaf

Lynn Mitchusson

Brad Morgan

Sean Vanderveer

Wendy Vellotti

Charlie Williams

TPTC- 6.03 (k) The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H. 6.

Meeting Date: 11/20/2023

Prepared By: Mary Lawrence, Chief Financial Officer

Caption:

*** RESOLUTION NO. 7233**

Authorizing Submission of an Application for a Grant Awarded by the Texas Department of Transportation under the Routine Airport Maintenance Program 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

Issue:

Seeking approval to apply for a grant from the Texas Department of Transportation (TxDOT), under the Routine Airport Maintenance Program (RAMP), for improvements at the Sherman Municipal Airport. In addition, requesting designation of the City Manager as the authorized official to accept, reject, alter or terminate the grant on behalf of the City.

Background:

TxDOT offers a matching grant each year for airport improvements such as pavement, signage, drainage, lighting, utility infrastructure, fencing, fuel systems, hangars, security, and other routine maintenance. Improvements must be completed by August 31, 2024 unless otherwise approved by the State.

Origination:

Finance Department

Financial Consideration:

The City will be reimbursed 50% of eligible expenses, up to a maximum reimbursement of \$100,000.00. The expenses will be paid from the Airport Fund.

Staff Recommendation:

City staff recommends submitting the grant application to TxDOT under the Routine Airport Maintenance Program.

Alternatives:

The Council could decline this grant opportunity.

Attachments

Resolution No.

2024 Ramp Grant Agreement

RESOLUTION NO. 7233

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 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; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Sherman, Texas, finds it to be in the best interest of the citizens of Sherman, Texas, to seek grant funds for improvements at the Sherman Municipal Airport; and

WHEREAS, the City Council understands the expected total grant application is estimated at One Hundred Thousand Dollars and No Cents (\$100,000.00); and there is a fifty percent (50%) match required by the Texas Department of Transportation; and

WHEREAS, the City Council designates the City Manager as the grantee's authorized official, who is given the power to accept, reject, alter or terminate the grant on behalf of the City;

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all documents being properly completed and approved as to form and content by the City Attorney, to submit a grant application with the Texas Department of Transportation to fund airport maintenance and improvements under the Routine Airport Maintenance Program.

SECTION 2. That the City Manager be and is hereby designated as the City of Sherman's authorized official to accept, reject, alter or terminate the grant on behalf of the City.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 20th day of November 2023.

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 DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2401SHRM

Part I - Identification of the Project

TO: The City of Sherman, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Sherman, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the SHERMAN - SHERMAN MUNI Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for ninety percent (90%) of the eligible project costs for this project or \$100,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2024, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.
5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 90% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Additional Requirements for Certain Equipment

1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment (“Equipment”) are reimbursable as provided in this Part. If Grantee is seeking reimbursement for eligible Equipment costs, it must be shown in Attachment A.
2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, not to exceed \$3,000.00, and 90% of the annual subscription fee for subsequent years, not to exceed \$3,000.00 per year.
3. Notwithstanding Section 2, for the one year prior to a master plan or airport layout plan update, TxDOT will reimburse up to 90% of the eligible costs, not to exceed \$5,400.00.
4. Eligibility Requirements
 - A. The Equipment must include the following items, at a minimum;
 1. Triangulation
 2. Noise abatement
 3. Aircraft tracking data for 30 days
 4. Direct installation without a third party
 5. Identification of pavement utilization by airplane design group for the entire airport
 6. 1 second and 3 foot accuracy
 7. Equal effectiveness at both towered and non-towered airports
 8. Tracking of military and government aircraft, including FAA blocked aircraft
 - B. In order for costs to be eligible for RAMP reimbursement:
 1. The Sponsor must maintain and operate the Equipment for 3 years.
 2. On at least a quarterly basis, the Sponsor must provide to the State all data produced and collected by the Equipment.
 3. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport

Maintenance Program, have an executed Grant Agreement for that year, and comply with all grant requirements.

- A. The State may conduct on-site or off-site monitoring reviews of the Equipment during the initial required 3-year term, and during any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:
 - 1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Grant Agreement and this First Amendment;
 - 2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Grant Agreement and this First Amendment, and are fully and accurately reflected in reports submitted to the State.
- B. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

Part IV - Sponsor Responsibilities

- 1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips,

taxiways, parking aprons, roads, airport lighting and navigational aids; and

- e. through the fence access shall be reviewed and approved by the State; and
- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance

or order approved by the State.

1. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART V - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART VI - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.

2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VII - Acceptances

Sponsor

The City of Sherman, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20__.

The City of Sherman, Texas

Sponsor

Sponsor Signature

City Manager

Sponsor Title

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By:_____

Date:_____

Attachment A
Scope of Services
TxDOT Project ID: M2401SHRM

Eligible Scope Item:	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$111,111.11	\$100,000.00	\$11,111.11
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
TOTAL	\$111,111.11	\$100,000.00	\$11,111.11

Accepted by: The City of Sherman, Texas

Signature

Title: City Manager

Date: _____

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Airport Operations Counting Systems: The purchase and installation of specified air traffic and operations monitoring equipment ("Equipment") is eligible for reimbursement as provided in Part III

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M2401SHRM

The City of Sherman does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The City of Sherman, Texas
(Sponsor)

By: _____

Title: City Manager

Date: _____

Certification of State Single Audit Requirements

I, Mary Lawrence, do certify that the City of Sherman will comply with all
(Designated Representative)

requirements of the State of Texas Single Audit Act if the City of Sherman spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Sherman will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature

Chief Financial Officer
Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2401SHRM

The City of Sherman designates, Mary Lawrence, CPA - Chief Financial Officer
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The City of Sherman, Texas
(Sponsor)

By: _____

Title: City Manager

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: PO Box 1106

Sherman, TX 75091

Overnight Mailing Address: 405 N. Rusk St.

3rd Floor - Finance

Sherman, TX 75090

Telephone/Fax Number: Phone (903) 892-7218

Fax (903) 891-0255

Email address: maryl@cityofsherman.com



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H. 7.

Meeting Date: 11/20/2023

Prepared By: Wes Trisler, Assistant Chief

Caption:

*** RESOLUTION NO. 7234**

Authorizing the Purchase of Vehicle Upfitting from Haloz36 Corp for the Sherman Police Department Patrol Vehicles

Issue:

To consider approval of a resolution to purchase Vehicle Upfitting from Haloz36Corp through sole source for the Sherman Police Department. Upfitting involves installing light bars and other specialized modifications to the patrol vehicles.

Background:

Each of the equipment to be added to the two Ford F-150s and one Chevy Tahoe total \$50,291.72.

Origination:

Police Department

Financial Consideration:

The Police vehicles and the related equipment will be funded through the FY2023-2024 budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase of the vehicle upfittings.

Alternatives:

As may be recommended by the City Council

Attachments

Resolution No. 7234

Quote - Tahoe

Quote - F-150s

Sole Source letter

RESOLUTION NO. 7234

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF VEHICLE UPFITTING FROM HALOZ36 CORP FOR THE SHERMAN POLICE DEPARTMENT PATROL VEHICLES; 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 Corp for upfitting of three new vehicles for the Sherman Police Department a total price of Fifty Thousand Two Hundred Ninety-One dollars and Seventy-Two cents (\$50,291.72). 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 2023-2024 budget.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 20th day of November 2023.

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

PATROL TAHOE



Haloz36 Corp
7350 N FM 1417
Suite 301
Denison, TX 75020
469-860-6793

Estimate E 348
Date / /
Date Open 10/13/2023

Page: 1 of 7

Sold To : 892-7290 469

Ship To :

SHERMAN POLICE DEPARTMENT
P.O. Box 1106

SHERMAN TX 75091 USA

Written By justanb		Terms CHGFLT		Time 15:51:33	Customer Po # ADMIN TO PATROL		Promised TAHOE		KEY TAG		Ship Via	
Unit #		Plate #	Year	Make		Model	Mileage/Hrs 0/0.0		VIN			Engine

Qty	Description	Price	Amount
	LABOR 110.00 PER HOUR - INSTALLATION OF THE FOLLOWING EQUIPMENT	110.00	3960.00
1.000	PLAPP-2021TAH-FS 2021-2023 Chevy Tahoe FULL SIZE center console.	853.16	853.16
1.000	JOT425-6408 JOTTO Code 3 Z3 Control Head - 4" Faceplate	34.24	34.24
1.000	JOT425-6295	34.24	34.24
	JOTTO - Motorola XTL 5000 O5 Remote Head/APX 7500 8500 O5/APX6500/4500 Remote Head 3" Faceplate		
1.000	JOT425-6359 JOTTO - FACEPLATE 4"	12.96	12.96
2.000	INVACC-CON-SMS-LP ACCESSORY, CONSOLE, SINGLE MIC STAND, LOW PROFILE	25.80	51.60
2.000	MAGMMSU-1 MAGNETIC MIC - 2 PIECE - YELLOW/BLACK SQUARE BOX	34.29	68.57
1.000	GAM7170-0865-02	981.51	981.51
	2021+ Chevrolet Tahoe Pedestal Kit with Mongoose® XE 9" - INCLUDES MOUNT, LOCKING SLIDE ARM, AND SUPPORT BRACE - GAMBER JOHNSON		
1.000	INVESFF-ET-TAH21SSBL	1795.04	1795.04
	ELECTRONIC STORAGE, FALSE FLOOR, ELECTRONICS TRAY, W/ SINGLE SIDE BOX, SIDEBX EQUIPED WITH LOCKING LATCH, INCLUDES HINGED LID OVER PAKAGE TRAY, AND ORGANIZER UNDER LID, TAHOE 2021, POLY COATED		
1.000	INVBOX-SD-382112	1115.45	1115.45
	BOX, SINGLE DRAWER, 38" X 21" X 12", INCLUDES DUAL LOCKING PADDLE LATCHES, 500# DRAWER SLIDES, POLY COATED		

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Parts..... 17541.22
Labor..... 3960.00
Subject Items 993.00
Freight..... 800.00

This estimate is good for 30 days following the estimate date. We appreciate the opportunity to earn your business

Authorized By

TOTAL Continued



Haloz36 Corp
7350 N FM 1417
Suite 301
Denison, TX 75020
469-860-6793

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Unit #		Plate #	Year	Make		Model	Mileage/Hrs 0/0.0		VIN			Engine

Qty	Description	Price	Amount
1.000	INVWG-LWF-TAH21 WINDOW GUARD, LEXAN WINDOW AND FRAME, INCLUDES PASSENGER AND DRIVER SIDE, POWDER COATED FRAME	434.15	434.15
1.000	WES36-4045 WESTIN PUSH BUMPER ELITE TAHOE 21+	612.64	612.64
1.000	WES36-6015SMP2 PUSH BUMPER ELITE, 33.1" 2 Light Channel for Code 3 MR6 & Soundoff MPowerHD, 2 Hole	40.84	40.84
1.000	WES35-15065 REAR DOOR COVERS - Tahoe 2021-2023 Police Pursuit Vehicle, WESTIN	291.58	291.58
1.000	BLA8210-10411 BLAC-RAC OVERHEAD KIT- WRS 1082-E-AR FOR AR/M4, ELECTRONIC 8-SECOND DELAY, 10"T-CHANNEL (25010), OVERHEAD (25070), COLD WIRE (29002), TRIGGER GUARD (25035), 90 DEGREE BRACKET (27001), AND 2 MA209 KEYS	628.71	628.71
1.000	JOT475-1657 SPACE CREATOR PARTITION - HIGH SECURITY/HIGH VISIBILITY WINDOW	789.67	789.67
1.000	JOT475-1743 REPLACEMENT BIO SEAT SYSTEM (INCLUDES REAR CARGO BARRIER)	1532.96	1532.96

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<table><thead><tr><th>Qty</th><th>Description</th><th>Price</th><th>Amount</th></tr></thead><tbody><tr><td>1.000</td><td>JOT475-1674 HSEP - FEET EXTENSION PANELS FOR SPACE CREATOR PARTITION</td><td>125.33</td><td>125.33</td></tr><tr><td>1.000</td><td>CODZ3SP-1 Z3 SIREN PUSH BUTTON CONTROL HEAD - Integrated siren, amp, lighting control, and control head</td><td>928.95</td><td>928.95</td></tr><tr><td>1.000</td><td>CODC3900U SPEAKER 100W WITH UNIVERSAL MOUNTING BRACKET</td><td>198.00</td><td>198.00</td></tr><tr><td>1.000</td><td>CODSWITCHNODE SWITCH NODE MATRIX - EXPANSION MODULE - 16 OUTPUTS, 5A PER OUTPUT</td><td>213.35</td><td>213.35</td></tr><tr><td>1.000</td><td>COD16-33016-CM COVERT 52" LIGHTBAR - Tinted Lenses - 3 Amber/Blue TR16 4 Blue/White TR16 3 Red/Amber TR16 4 Red/White TR16 3 Blue/White Worklamps 3 Red/White Worklamps</td><td>1811.23</td><td>1811.23</td></tr><tr><td>6.000</td><td>CODCD3802RBW-S Mega Thin™, R/B/W, SMOKED LENS, Tri Color, surface mount, 12-24VDC, 2 MOUNTED IN FRONT OF SIDE MIRRORS, 2 MOUNTED HORIZONTAL NEAR REAR TAG, 2 MOUNTED UNDER HATCH - 6 TOTAL</td><td>135.80</td><td>814.80</td></tr><tr><td>1.000</td><td>CODFSM-BKT-TH21 FRONT SIDE MIRROR BRACKETS (PAIR), XTP4, MR6, M180S, Mega Thin - 2021+ Tahoe</td><td>60.03</td><td>60.03</td></tr></tbody></table>																Qty	Description	Price	Amount	1.000	JOT475-1674 HSEP - FEET EXTENSION PANELS FOR SPACE CREATOR PARTITION	125.33	125.33	1.000	CODZ3SP-1 Z3 SIREN PUSH BUTTON CONTROL HEAD - Integrated siren, amp, lighting control, and control head	928.95	928.95	1.000	CODC3900U SPEAKER 100W WITH UNIVERSAL MOUNTING BRACKET	198.00	198.00	1.000	CODSWITCHNODE SWITCH NODE MATRIX - EXPANSION MODULE - 16 OUTPUTS, 5A PER OUTPUT	213.35	213.35	1.000	COD16-33016-CM COVERT 52" LIGHTBAR - Tinted Lenses - 3 Amber/Blue TR16 4 Blue/White TR16 3 Red/Amber TR16 4 Red/White TR16 3 Blue/White Worklamps 3 Red/White Worklamps	1811.23	1811.23	6.000	CODCD3802RBW-S Mega Thin™, R/B/W, SMOKED LENS, Tri Color, surface mount, 12-24VDC, 2 MOUNTED IN FRONT OF SIDE MIRRORS, 2 MOUNTED HORIZONTAL NEAR REAR TAG, 2 MOUNTED UNDER HATCH - 6 TOTAL	135.80	814.80	1.000	CODFSM-BKT-TH21 FRONT SIDE MIRROR BRACKETS (PAIR), XTP4, MR6, M180S, Mega Thin - 2021+ Tahoe	60.03	60.03
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Unit #		Plate #	Year	Make		Model	Mileage/Hrs 0/0.0		VIN			Engine

Qty	Description	Price	Amount
8.000	CODMR24Q-RBAW Quad color MR6 red blue amber white - 2 MOUNTED IN TOP LIGHT CHANNEL OF PUSH BUMPER, 2 MOUNTED HORIZONTAL AT 45 DEGREE ANGLE ON PUSH BUMPER, (4) 2 MOUNTED IN EACH REAR SIDE WINDOW - 8 TOTAL	113.28	906.26
1.000	CODPBH45 Push bumper bracket, horizontal 45° angle (XT3/T-Rex®/XT4/MR6/ULT) (pair)	70.42	70.42
4.000	CODMR6LBKT 90° 'L' shaped bracket (MR6, M180S) - (4) 2 FOR EACH REAR SIDE WINDOW MR24Q-RBAW	10.29	41.15
1.000	COD9012RW Hide-A-Blast FLASHERS, 1" SURFACE MOUNT, Red/White - MOUNTED (HIDDEN) IN DRIVERS SIDE REVERSE LIGHT	95.77	95.77
1.000	COD9012BW Hide-A-Blast FLASHERS, 1" SURFACE MOUNT, BLUE/WHITE, Dual, 12 LED, Surface/headlight, Universal 1" hole, 1 HIDDEN IN DRIVERS SIDE REVERSE LIGHT	95.77	95.77
1.000	CODC3RNRDC-60L-BWR OUTLINER LIGHTS, 60", R/W, B/W, LEFT SIDE OUTLINER RUNNING BOARDS	353.37	353.37

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Unit #		Plate #	Year	Make		Model	Mileage/Hrs 0/0.0		VIN			Engine

Qty	Description	Price	Amount
1.000	CODC3RNRDC-60R-BWR OUTLINER LIGHTS, 60", R/W, B/W, RIGHT SIDE OUTLINER RUNNING BOARDS	353.37	353.37
2.000	CODRNRBKT-TH21 BRACKET, OUTLINER SERIES, TAHOE 21+ (ORDER 2 PER VEHICLE)	76.80	153.60
2.000	CODXTP4DSMCRB XTP multicolor 16 LED dual stack, 12VDC, red/blue - 1 mounted on each lower front bumper corner	140.23	280.47
2.000	CODCZTP4DSBZL2 XTP4DS BLACK BEZEL,MNT GSKT SCRWS,2021 DS - MOUNTED ON FRONT BUMPER LOWER CORNER	7.68	15.37
1.000	COD43-T94RBAW D-PILLAR LIGHTS, Tahoe 21+, CD3794, 2RBW-6RBA	1045.86	1045.86
1.000	CODV2V V2V MODULE W/ 2.5M EXTENSION CABLE	204.91	204.91
<i>The Matrix® V2V synchronizes flash patterns across multiple emergency vehicles to enhance warning and create a safe environment for first responders and nearby motorists. Code 3's vehicle-to-vehicle sync module works with all Matrix Enabled police, fire and EMS vehicles using the same flash pattern configuration and synchronizes across pursuit, drive, and park modes.</i>			

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Labor.....	3960.00
Subject Items	993.00

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Continued



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Unit #		Plate #	Year	Make		Model	Mileage/Hrs 0/0.0		VIN			Engine

Qty	Description	Price	Amount
1.000	STN75899 FLASHLIGHT, STINGER DS HPL	160.55	160.55
1.000	AMAJTST0009 150 Amp Circuit Breaker,with Manual Reset,Waterproof, 12V-48V DC, 30-307A	30.34	30.34
1.000	H36INSTALL INSTALLATION OF CUSTOMER SUPPLIED RADIO, ANTENNA, WATCHGUARD, RADAR - 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 OF \$120 PER HOUR ALL INSTALLATION FEES HAVE BEEN INCLUDED IN ESTIMATED LABOR HOURS - INCLUDES REMOVAL OF HEADLINER, WIRING, AND INSTALLING EQUIPMENT	0.00	
1.000	JOBMATERIALS MISC. PARTS, ELECTRONICS BOARD, WIRE HARNESS, ZIP TIES, CLAMPS, FASTENERS, SPLIT LOOM, RELAYS, GROMETS, SEALANT	205.00	205.00
1.000	SUBJECT WINDOW TINT - SHERMAN - 2 front windows only	120.00	120.00
1.000	SUBJECT - GRAPHICS GRAPHICS - SHERMAN PD ALL REFLECTIVE	873.00	873.00
1.000	H36HALOZ36PROMISE HALOZ36 PROMISE - 5 YEAR WARRANTY ON CRAFTSMANSHIP AND WIRING	100.00	100.00

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Subject Items 993.00
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TOTAL Continued

TOTAL	23294.22
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Partial Truck X2



Haloz36 Corp
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Written By justanb		Terms CHGFLT		Time 16:06:23		Customer Po # F-150 PD UPFIT		Promised 2 TRUCKS		KEY TAG		Ship Via			
Unit #		Plate #		Year		Make		Model		Mileage/Hrs 0/0.0		VIN		Engine	

Qty	Description	Price	Amount
1.000	LABOR 110.00 PER HOUR - INSTALLATION OF THE FOLLOWING EQUIPMENT	110.00	3960.00
	PLAPP-2021-F150-FS	853.16	853.16
	CONSOLE - FULL SIZE - Center Console for 2021-2023 Ford F150 SSV. Includes padded armrest and USB/USB-c extension plug.		
1.000	JOT425-6408 JOTTO Code 3 Z3 Control Head - 4" Faceplate	34.24	34.24
1.000	JOT425-6295	34.24	34.24
	JOTTO - Motorola XTL 5000 O5 Remote Head/APX 7500 O5/APX6500/4500 Remote Head 3" Faceplate		
1.000	JOT425-6359 FACEPLATE 4" JOTTO	12.96	12.96
2.000	INVACC-CON-SMS-LP ACCESSORY, CONSOLE, SINGLE MIC STAND, LOW PROFILE	25.80	51.60
2.000	MAGMMSU-1 MAGNETIC MIC - 2 PIECE - YELLOW/BLACK SQUARE BOX	34.29	68.57
1.000	JOT475-1812	1270.50	1270.50
	Single Cell Lite Prisoner Transport System for Ford F-150 SSV/Police Responder (2021+) - JOTTO - includes the Front Divider, Center Divider, Rear Window Armor and Door Window Armor.		
1.000	GAM7160-0554	200.89	200.89
	BASE - GAMBER JOHNSON PEDESTAL MOUNT - 2015+ Ford F-150 Aluminum Body, 2017+ Super Duty F-250 to F-550, 2018+ Expedition		

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Parts.....	20887.50
Labor.....	3960.00
Subject Items	1150.00

Freight.....	1000.00
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TOTAL

Continued



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Qty	Description	Price	Amount
1.000	GAMDS-LOWER-9 9" Lower Tube Assembly - GAMBER JOHNSON PEDESTAL MOUNT	78.57	78.57
1.000	GAM7160-0178 7" (17.8 cm) Center-Mounted Complete Upper Pole - GAMBER JOHNSON PEDESTAL PART	113.86	113.86
1.000	GAM7160-0230 SUPPORT BRACE - GAMBER JOHNSON PEDESTAL MOUNT - PLACEMENT <i>The Support Brace is designed to provide additional stability to your pedestal system. The brace can be extended from 10.3 in to 16.3 in to best fit most vehicle interiors.</i>	99.04	99.04
1.000	GAM7160-1116-09 MONGOOSE XE 9" LOCKING SWING ARM	482.71	482.71
1.000	WES36-54085 Push Bumper EliteXDFord F-150/F-150 Police Responder/F-150 XL SSV 2021-2022	557.53	557.53
1.000	WES36-6015SMP2 PUSH BUMPER ELITE, 33.1" 2 Light Channel for Code 3 MR6 & Soundoff MPowerHD, 2 Hole	37.17	37.17

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Parts	20887.50
Labor	3960.00
Subject Items	1150.00
Freight	1000.00

This estimate is good for 30 days following the estimate date. We appreciate the opportunity to earn your business.

Authorized By

TOTAL Continued



Haloz36 Corp
7350 N FM 1417
Suite 301
Denison, TX 75020
469-860-6793

Estimate E 349
Date / /
Date Open 11/03/2023

Page: 3 of 8

Sold To : 892-7290 469

Ship To :

SHERMAN POLICE DEPARTMENT
P.O. Box 1106

SHERMAN TX 75091 USA

Written By justanb		Terms CHGFLT		Time 16:06:23		Customer Po # F-150 PD UPFIT		Promised 2 TRUCKS		KEY TAG		Ship Via			
Unit #		Plate #		Year		Make		Model		Mileage/Hrs 0/0.0		VIN		Engine	

Qty	Description	Price	Amount
1.000	WES35-15035 Door Cover Panels, Ford F-150 Police Responder 2018-2020	291.58	291.58
1.000	BLA8210-10411 BLAC-RAC OVERHEAD KIT- WRS 1082-E-AR FOR AR/M4, ELECTRONIC 8-SECOND DELAY, 10" T-CHANNEL (25010), OVERHEAD (25070), COLD WIRE (29002), TRIGGER GUARD (25035), 90 DEGREE BRACKET (27001), AND 2 MA209 KEYS	628.71	628.71
1.000	CODZ3SP-1 Z3 SIREN PUSH BUTTON CONTROL HEAD - Integrated siren, amp, lighting control, and control head	928.95	928.95
1.000	CODC3900U SPEAKER 100W WITH UNIVERSAL MOUNTING BRACKET	198.00	198.00
1.000	CODSWITCHNODE SWITCH NODE MATRIX - EXPANSION MODULE - 16 OUTPUTS, 5A PER OUTPUT	213.35	213.35
1.000	COD16-33016-CM COVERT 52" LIGHTBAR TINTED LENSES - 3 Amber/Blue TR16 4 Blue/White TR16 3 Red/Amber TR16 4 Red/White TR16 3 Blue/White Worklamps 3 Red/White Worklamps	1671.91	1671.91
10.00	CODCD3802RBW-S Mega Thin™, R/B/W, SMOKED LENS, Tri Color, surface mount, 12-24VDC - 2 MOUNTED IN FRONT OF SIDE MIRRORS, 2 MOUNTED HORIZONTAL NEAR REAR TAG, 2 MOUNTED ON REAR BUMPER, (2) 1 MOUNTED ON SIDE FRONT FENDER, (2) 1 MOUNTED ON REAR	135.80	1358.00

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Unit #		Plate #	Year	Make		Model	Mileage/Hrs 0/0.0		VIN			Engine

Qty	Description	Price	Amount
	SIDE FENDER - 10 TOTAL		
1.000	CODFSM-BKT-F15021 FRONT SIDE MIRROR BRACKET (PAIR) - 2021+ F150	83.33	83.33
4.000	CODMR24Q-RBAW QUAD COLOR MR6 LED, RED/BLUE/AMBER/WHITE, 2 MOUNTED IN PUSH BUMPER LIGHT CHANNEL, 2 MOUNTED AT 45 DEGREE ANGLE ON SIDES OF PUSH BUMPER	113.28	453.13
1.000	CODPBH45 Push bumper bracket (PAIR), horizontal 45° angle (XT3/T-Rex®/XT4/MR6/ULT)	70.42	70.42
1.000	COD9012RW HIDE A BLAST FLASHERS, 1" SURFACE MOUNT, Red/White - MOUNTED (HIDDEN) IN DRIVERS SIDE REVERSE LIGHT	95.77	95.77
1.000	COD9012BW HIDE A BLAST FLASHER, BLUE/WHITE, Dual, 12 LED, Surface/headlight, Universal 1" hole, 1 HIDDEN IN PASSENGER SIDE REVERSE LIGHT	95.77	95.77
1.000	CODMTS835MC-RABA 35.1 Inch, Combination emergency, warning, and ArrowStik® light, RED/AMBER & BLUE/AMBER	828.05	828.05

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Unit #		Plate #		Year		Make		Model		Mileage/Hrs 0/0.0		VIN		Engine	

Qty	Description	Price	Amount
1.000	CODC3RNRDC-60L-BWR OUTLINER LIGHTS, 60", R/W, B/W, LEFT SIDE OUTLINER RUNNING BOARDS	353.37	353.37
1.000	CODC3RNRDC-60R-BWR OUTLINER LIGHTS, 60", R/W, B/W, RIGHT SIDE OUTLINER RUNNING BOARDS	353.37	353.37
2.000	CODRNRBKT-F150 Outliner mounting bracket for Ford F150 - ORDER 2 PER VEHICLE	23.64	47.29
1.000	CODV2V V2V MODULE W/ 2.5M EXTENSION CABLE	204.91	204.91
1.000	STN75899 FLASHLIGHT, STINGER DS HPL	160.55	160.55
1.000	AMAJTST0009 150 Amp Circuit Breaker,with Manual Reset,Waterproof, 12V-48V DC, 30-307A	30.34	30.34
1.000	JOBMATERIALS MISC. PARTS, ELECTRONICS BOARD, WIRE HARNESS, ZIP TIES, CLAMPS, FASTENERS, SPLIT LOOM, RELAYS, GROMETS, SEALANT	205.00	205.00
1.000	H36INSTALL INSTALLATION OF CUSTOMER SUPPLIED RADIO, CAMERA SYSTEM, RADAR, AND ANTENNA - INSTALLATION OF CUSTOMER SUPPLIED EQUIPMENT - ALL CUSTOMER SUPPLIED EQUIPMENT IS ASSUMED TO BE BRAND NEW OR CONFIRMED TESTED TO BE FULLY FUNCTIONAL WITH ALL NECESSARY VEHICLE SPECIFIC CABLES AND	0.00	

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Unit #	Plate #	Year	Make		Model	Mileage/Hrs 0/0.0	VIN			Engine

Qty	Description	Price	Amount
1.000	BRACKETS - ANY TROUBLESHOOTING OR REPAIRING NON-FUNCTIONING CUSTOMER SUPPLIED EQUIPMENT WILL BE SUBJECT TO OUR NORMAL LABOR RATE OF \$120 PER HOUR ALL INSTALLATION FEES HAVE BEEN INCLUDED IN ESTIMATED LABOR HOURS - INCLUDES REMOVAL OF HEADLINER, WIRING AND INSTALLING EQUIPMENT SUBJECT - TINT WINDOW TINT - SHERMAN - TINT FRONT WINDOWS AND FRONT WINDSHIELD A LINE	292.00	292.00
1.000	SUBJECT - GRAPHICS GRAPHICS - SHERMAN PD ALL REFLECTIVE	858.00	858.00
1.000	EARBKFLIPREVOLVERX Revolver X4 Hard Rolling Truck Cover - ALL MATTE BLACK (TOP AND UNDERSIDE) Patented Locking Rails Secure the Full Length of the Bed, Easy to Use Automatic Slam Latch Operates from Either Side, No Lifting with Easy One-Handed Rolling Design, No Velcro or Stitching, 100% Bed Access, Tough Security, Full Access to Stake Pockets for Other Accessories, Rear View Mirror Visibility, Made in the USA, 3-Year Warranty	1103.83	1103.83
1.000	INBOX-SD-TRAY-4864 BOX, DUAL DRAWER, SLIDE OUT TRAY 48" W X 64" D X 10.5" H OVERALL, INCLUDES, (1) 24"W X 64"D X 10.5"T SINGLE DRAWER BOX, DUAL LOCKING PADDLE LATCHES, ELECTRONICS SLAM LATCH LOCK, (1) 24"W X 64"D X 10.5"T SLIDE OUT TRAY, DIAMOND CUTOUTS FOR SECURING ITEMS. 500# DRAWER SLIDES, POLY COATED. BOXES HAVE ADDITIONAL 2 INCH OVERHANG FOR WEATHERPROOFING. INCLUDES BED MOUNT FOR ASSEMBLY. PLEASE SPECIFY VEHICLE TYPE AT TIME OF ORDER.	3329.77	3329.77

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Written By justanb		Terms CHGFLT		Time 16:06:23	Customer Po # F-150 PD UPFIT		Promised 2 TRUCKS		KEY TAG		Ship Via	
Unit #		Plate #	Year	Make		Model	Mileage/Hrs 0/0.0		VIN			Engine

Qty	Description	Price	Amount
1.000	INVBOX-DD-163624-FSER BOX, DUAL DRAWER with TOP TRAY, 16" W X 36" D X "24 T, INCLUDES (1) 16" X 36" X 6" SINGLE PULL OUT TRAY , DUAL LOCKING SLIDES, DUAL PULL HANDLES, (1) 16 X 36 X 8 STORAGE BOX, (1) 16 X 36 X 10 STORAGE BOX. REPLACES 60% SEAT IN FORD FSERIES, INCLUDES DUAL LOCKING PADDLE LATCHES, 500# DRAWER SLIDES, POLY COATED - ***MOUNTED NEXT TO JOTTO SINGLE CELL PRISONER TRANSPORT*** CUT TO FIT	3011.25	3011.25
1.000	INVES-ET-FD-UNIV ELECTRONIC STORAGE, ELECTRONIC TRAY, FOLD DOWN, UNIVERSAL, POLY COATED - MOUNTED ON THE SIDE OF THE INTERIOR DRAWER SYSTEM TO PROTECT THE INTEGRITY OF THE WIRING	364.69	364.69
1.000	H36HALOZ36PROMISE HALOZ36 PROMISE - 5 YEAR WARRANTY ON CRAFTSMANSHIP AND WIRING	100.00	100.00
1.000	FRTFREIGHT-INCOMING FREIGHT INCOMING	1000.00	1000.00
1.000	CODCW3010 WIRELESS SPOTLIGHT,PERM,BLACK,12-24V	661.43	661.43
1.000	CODCZ3011 IN-DASH MOUNT JOYSTICK CONTROLLER (W/WIRE) - FOR REMOTE SPOTLIGHT 3010 - FOCUS 360	106.28	106.28

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Labor.....	3960.00
Subject Items	1150.00
Freight.....	1000.00

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Authorized By

TOTAL

Continued

TOTAL	26997.50
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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 "Haloz36" 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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 1.

Meeting Date: 11/20/2023

Prepared By: Ryan D. Pittman, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider and act on petition from Sherman Ventures LLC related to 632.811 acres of land located in the Robert Thompson Survey, Abstract No. 625, the Thomas Jones Survey, Abstract No. 635, and the William Martin Survey, Abstract No. 765, Grayson County, Texas

Issue:

Consider and act on petition from Sherman Ventures LLC related to 632.811 acres of land located in the Robert Thompson Survey, Abstract No. 625, the Thomas Jones Survey, Abstract No. 635, and the William Martin Survey, Abstract No. 765, Grayson County, Texas

Background:

The City received a petition from Sherman Ventures LLC on October 23, 2023. The petition purports to seek a “release” of 632.811 acres of land located in the Robert Thompson Survey, Abstract No. 625, the Thomas Jones Survey, Abstract No. 635, and the William Martin Survey, Abstract No. 765, Grayson County, Texas, from the City’s extraterritorial jurisdiction pursuant to Chapter 42 of the Texas Local Government Code.

Origination:

Petition from Sherman Ventures, LLC

Attachments

Petition

COATS | ROSE

VICTOR CRISTALES
ASSOCIATE

Certified Article Number

9434 7266 9904 2165 4364 39

SENDER'S RECORD

VCRISTALES@COATSROSE.COM
DIRECT: (972) 419-4704
FAX: (972) 702-0662

October 20, 2023

VIA CERTIFIED MAIL

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

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

Ms. Ashby:

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

Very truly yours,

Victor Cristales

Enclosure:

- Petition for Release from the City of Sherman's Extraterritorial Jurisdiction

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

HOUSTON | AUSTIN | DALLAS | CINCINNATI

018390.000001\4867-0239-7065.v1



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

THE STATE OF TEXAS §

COUNTY OF GRAYSON §

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

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

I.

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

II.

The Property does not lie in an area:

- (i) within five (5) miles of the boundary of a military base, at which an active training program is conducted, as defined by Section 43.0117 of the Texas Local Government Code, as amended;
- (ii) that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county in which the population grew by more than fifty percent (50%) from the previous federal census in the federal census conducted in the year 2020 and has a population of greater than 240,000;
- (iii) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million and that is within fifteen (15) miles of the boundary of a military base, at which an active training program is conducted, and in a county with a population of more than two (2) million;
- (iv) designated as an industrial district under Section 42.044 of the Texas Local Government Code, as amended; or
- (v) subject to a strategic partnership agreement entered into under Section 43.0751 of the Texas Local Government Code, as amended.

III.

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

IV.

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

V.

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

VI.

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

[SIGNATURE PAGE TO FOLLOW]

RESPECTFULLY SUBMITTED, on this the 18th day of OCT, 2023.

PETITIONER:

SHERMAN VENTURES, LLC
a Texas limited liability company

By: [Signature]
Name: NISHA GAJENDRA
Title: Manager

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 18th day of OCT, 2023 by Nisha Gajendra, Manager of Sherman Ventures, LLC, a Texas limited liability company, on behalf of said limited liability company.

[Signature]
Notary Public in and for the State of Texas

(SEAL)

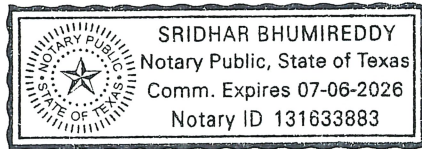


EXHIBIT "A"
Legal Description and Map of the Property

NORTH TRACT:

BEING all that certain tract of land situated in the ROBERT THOMPSON SURVEY, ABSTRACT NO. 1199, the ELIZABETH JONES SURVEY, ABSTRACT NO. 625, the THOMAS JONES SURVEY, ABSTRACT NO. 635, and the WILLIAM MARTIN SURVEY, Abstract NO. 765, Grayson County, Texas, and being all that certain tract conveyed as North Tract to TLS Investments, L.P., by deed recorded in 2017-27776, Official Public Records, Grayson County, Texas, and being all that certain tract of land conveyed to TLS Investments. L.P., by deeds recorded in Instrument No. 2017-27771 and 2017- 27765, said Official Public Records, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with yellow cap found for the Northeast corner of the herein described tract, same being the Northeast corner of said TLS tract (2017-27771), same being in the intersection of OB Groner Road (prescriptive right-of-way) and Bradley Road (prescriptive right-of-way), same being the Southeast corner of that certain tract of land conveyed to Huy Quach and Charles Shao Wu, by deed recorded in Volume 3260, Page 62, said Deed Records, same being in the Westerly line of that certain tract of land conveyed to Munson Realty Co., by deed (no recording information found);

THENCE South 14 deg. 18 min. 06 sec. East, along the common line of said TLS tract (2017-27771) and said Munson tract, same being the approximate centerline of said Bradley Road, a distance of 3060.97 feet to a railroad spike found for internal corner, same being in the intersection of said Bradley Road and Old Dorchester Road (prescriptive right-of-way), same being the Southwest corner of said Munson tract;

THENCE continuing along the common line of said TLS tract (2017-27771) and said Munson tract, same being the approximate centerline of said Old Dorchester Road as follows:

North 55 deg. 30 min. 26 sec. East, a distance of 98.77 feet to a 1/2 inch iron rod with yellow "RPLS 4709" cap found for angle point;

North 83 deg. 18 min. 49 sec. East, a distance of 764.38 feet to a nail set with shiner for corner, same being the most Northerly Northwest corner of that certain tract of land conveyed to

Trinidad Ranch, LLC, by deed recorded in Instrument No. 2016-26898, said Official Public Records;

THENCE along the common line of said TLS tract (2017-27771) and said Trinidad tract as follows:

South 21 deg. 07 min. 44 sec. West, a distance of 229.00 feet to an angle point;
South 09 deg. 44 min. 43 sec. West, a distance of 117.88 feet to an angle point;
South 76 deg. 29 min. 42 sec. West, a distance of 65.94 feet to an angle point;
South 81 deg. 19 min. 47 sec. West, a distance of 60.87 feet to an angle point;
South 69 deg. 58 min. 43 sec. West, a distance of 259.82 feet to an angle point;
South 05 deg. 47 min. 15 sec. East, a distance of 235.24 feet to an angle point;
South 79 deg. 01 min. 46 sec. West, a distance of 26.33 feet to an angle point;
South 39 deg. 40 min. 43 sec. West, a distance of 81.98 feet to an angle point;
South 53 deg. 03 min. 44 sec. West, a distance of 136.31 feet to a 4 inch Bois D'Arc fence post found for corner;
South 15 deg. 10 min. 32 sec. East, passing the Southwest corner of said Trinidad tract, same being the Northwest corner of that certain tract of land conveyed to Paul Wayne Griffin and wife, Debbie A. Griffin, by deed recorded in Volume 4844, Page 892, Deed Records, Grayson County, Texas, and continuing along the common line of said TLS tract (2017-27771) and said Griffin tract, a total distance of 1,833.15 feet to a 12 inch Bois D'Arc fence post found for internal corner;

THENCE continuing along the common line of said TLS tract (2017-27771) and said Paul Griffin tract as follows:

North 89 deg. 22 min. 07 sec. East, a distance of 427.41 feet to a 5/8 inch iron rod with yellow "COX 4577" cap found for corner;

South 11 deg. 02 min. 02 sec. East, a distance of 469.42 feet to a 5/8 inch iron rod with yellow "COX 4577" cap found for the Southwest corner of said Paul Griffin tract, same being the Northwest corner of that certain tract of land conveyed to Larry Ford Griffin and Cindy Griffin, by deed recorded in Volume 4844, Page 887, said Deed Records;

THENCE along the common line of said TLS tract (2017-27771) and said Larry Griffin tract as follows:

South 11 deg. 04 min. 24 sec. East, a distance of 1,036.52 feet to a 5/8 inch iron rod with yellow "COX 4577" cap found for corner;

South 66 deg. 30 min. 49 sec. West, a distance of 305.14 feet to a 5/8 inch iron rod with yellow "COX 4577" cap found for corner;

South 13 deg. 19 min. 12 sec. East, passing a Southeast corner of said TLS tract (2017-27771), same being that certain tract of land conveyed as "North Tract" to TLS Investments, L.P., by deed recorded in Instrument Number 2017-27776, said Official Public Records, and continuing along the common line of said North Tract and said Larry Griffin tract, a total distance of 535.64 feet to a 5/8 inch iron rod with yellow "COX 4577" cap found for corner;

THENCE North 86 deg. 45 min. 56 sec. East, continuing along the common line of said North Tract and said Larry Griffin tract, passing a 5/8 inch iron rod with yellow "COX 4577" cap found for the most Southerly Southeast corner of said Larry Griffin tract, same being the most Westerly corner of that certain tract of land conveyed to Andrew Ford Griffin and Kimberly Griffin, by deed recorded in Volume 5178, Page 408, said Deed Records, and continuing along the common line of said North Tract, a total distance of 1,278.43 feet to a 1/2 inch square pipe found for corner;

THENCE along the common line of said North Tract and said Andrew Griffin tract as follows:

South 15 deg. 22 min. 45 sec. East, a distance of 238.74 feet to a 1/2 inch square pipe found for corner;

North 88 deg. 40 min. 47 sec. East, a distance of 415.09 feet to a cotton spindle found for the most Easterly corner of said North Tract;

South 22 deg. 39 min. 03 sec. West, passing the most Southerly corner of said Andrew Griffin tract, same being the Northwest corner of that certain tract of land conveyed to Fort Dallas, LLC, by deed recorded in Volume 5401, Page 745, said Deed Records, and continuing along the common line of said North Tract and said Fort tract, a total distance of 473.96 feet to an 'X' cut found on bridge for corner;

THENCE South 16 deg. 47 min. 39 sec. West, continuing along the common line of said North Tract and said Fort tract, a distance of 244.73 feet to a 5/8 inch iron rod found for the Southeast corner of said North Tract, same being the Southwest corner of said Fort tract, same being in the Northerly right-of-way line of Red River, Texas & Southern Railway Co., as described in deed

recorded in Volume 136, Page 531, Deed Records, Grayson County;

THENCE along the common line of said North Tract and said Railroad as follows:

North 84 deg. 47 min. 46 sec. West, a distance of 1,878.81 feet to a T-post found for the beginning of a curve to the left, having a radius of 3148.25 feet and a central angle of 23 deg. 46 min. 40 sec.;

Along said curve to the left, an arc distance of 1306.53 feet and a chord bearing and distance of South 83 deg. 18 min. 54 sec. West, 1297.17 feet to an angle point;

South 71 deg. 54 min. 14 sec. West, passing a Southwest corner of said North Tract, same being the most Southerly Southeast corner of aforesaid TLS tract (2017-27765), and continuing along the common line of said TLS tract (2017-27765) and said Railroad, a total distance of 4,608.36 feet to a point for the Southwest corner of said TLS tract (2017-27765), same being the Southeast corner of that certain tract of land conveyed to Hayden Head, by deed recorded in Volume 364, Page 641, said Deed Records, same being in the approximate centerline of aforesaid Old Dorchester Road;

THENCE North 14 deg. 25 min. 48 sec. West, along the common line of said TLS tract (2017-27765) and said Head tract, same being the approximate centerline of said Old Dorchester Road, passing the Northeast corner of said Head tract, same being the Southeast corner of that certain tract of land conveyed to Greg A. Akins, by deed recorded in Volume 2263, Page 966, said Deed Records, and continuing along the common line of said TLS tract (2017-27765) and said Akins tract (Volume 2263, Page 966), same being in the approximate centerline of said Old Dorchester Road, a total distance of 1,472.90 feet to a 1/2 inch iron rod found for corner, same being the Southerly corner of that certain tract of land conveyed to Greg A. Akins and wife, J. Sue Akins, by deed recorded in Volume 2792, Page 423, said Deed Records;

THENCE North 31 deg. 18 min. 57 sec. East, along the common line of said TLS tract (2017-27765) and said Akins tract (Volume 2792, Page 423), same being the approximate centerline of said Old Dorchester Road, a distance of 330.93 feet to a nail found for corner, same being in the West corner of that certain tract of land conveyed to Travis W. Norris and wife, Tammy Norris, by deed recorded in Volume 5622, Page 745, said Deed Records;

THENCE along the common line of said TLS tract (2017-27765) and said Norris tract as follows:

South 58 deg. 39 min. 44 sec. East, a distance of 725.99 feet to a 1/2 inch iron rod with yellow cap found for internal corner, same being the South corner of said Norris tract;
North 31 deg. 17 min. 15 sec. East, a distance of 299.88 feet to a 1/2 inch iron rod with yellow cap found for internal corner, same being the East corner of said Norris tract;
North 58 deg. 39 min. 31 sec. West, a distance of 725.79 feet to a nail found for corner, same being the North corner of said Norris tract, same being in the approximate centerline of said Old Dorchester Road, same being in the Southeasterly line of aforesaid Akins tract (Volume 2792, Page 423);

THENCE North 31 deg. 18 min. 16 sec. East, along the common line of said TLS tract (2017-27765) and said Akins tract (Volume 2792, Page 423), same being the approximate centerline of said Old Dorchester Road, a distance of 324.82 feet to a nail found for internal corner, same being the Easterly corner of said Akins tract (Volume 2792, Page 423), same being in the intersection of said Old Dorchester Road and Rockport Road (prescriptive right-of-way);

THENCE North 81 deg. 18 min. 50 sec. West, along the common line of said TLS tract (2017-27765) and said Akins tract (Volume 2792, Page 423), same being the approximate centerline of said Rockport Road, a distance of 185.87 feet to a point for corner, same being a Southerly corner of that certain tract of land conveyed to Oscar Husky Estate, by deed recorded in Volume 626, Page 473, said Deed Records;

THENCE along the common line of said TLS tract (2017-27765) and said Husky tract as follows:

North 05 deg. 26 min. 14 sec. East, a distance of 59.18 feet to an angle point;
North 52 deg. 03 min. 20 sec. East, a distance of 30.07 feet to an angle point;
North 11 deg. 38 min. 16 sec. East, a distance of 57.12 feet to an angle point;
North 70 deg. 04 min. 16 sec. East, a distance of 29.09 feet to an angle point;
South 48 deg. 46 min. 02 sec. East, a distance of 14.38 feet to an angle point;
North 31 deg. 17 min. 03 sec. East, a distance of 38.55 feet to an angle point;
North 07 deg. 25 min. 20 sec. West, a distance of 32.71 feet to an angle point;

North 68 deg. 01 min. 45 sec. West, a distance of 21.18 feet to
an angle point;
North 26 deg. 16 min. 44 sec. East, a distance of 47.54 feet to
an angle point;
North 03 deg. 32 min. 56 sec. East, a distance of 24.51 feet to
an angle point;
North 31 deg. 32 min. 33 sec. East, a distance of 97.23 feet to
an angle point;
North 11 deg. 07 min. 33 sec. West, a distance of 40.09 feet to
an angle point;
North 63 deg. 40 min. 55 sec. East, a distance of 30.81 feet to
an angle point;
South 66 deg. 04 min. 31 sec. East, a distance of 62.82 feet to
an angle point;
North 64 deg. 06 min. 15 sec. East, a distance of 18.57 feet to
an angle point;
North 15 deg. 10 min. 19 sec. East, a distance of 121.76 feet to
an angle point;
North 35 deg. 28 min. 24 sec. West, a distance of 46.86 feet to
an angle point;
North 49 deg. 13 min. 59 sec. East, a distance of 25.57 feet to
an angle point;
North 13 deg. 45 min. 42 sec. West, a distance of 26.92 feet to
an angle point;
North 49 deg. 43 min. 51 sec. East, a distance of 14.26 feet to
an angle point;
North 83 deg. 42 min. 04 sec. East, a distance of 16.90 feet to
an angle point;
North 52 deg. 14 min. 49 sec. East, a distance of 24.84 feet to
an angle point;
North 75 deg. 25 min. 35 sec. East, a distance of 21.34 feet to
an angle point;
North 38 deg. 52 min. 04 sec. East, a distance of 25.64 feet to
an angle point;
North 30 deg. 42 min. 08 sec. West, a distance of 36.25 feet to
an angle point;
North 13 deg. 04 min. 20 sec. East, a distance of 15.83 feet to
an angle point;
North 67 deg. 57 min. 13 sec. East, a distance of 28.93 feet to
an angle point;
North 14 deg. 29 min. 10 sec. East, a distance of 22.99 feet to
an angle point;
North 30 deg. 44 min. 13 sec. West, a distance of 62.60 feet to
an angle point;
North 44 deg. 11 min. 04 sec. East, a distance of 17.39 feet to
an angle point;
North 87 deg. 21 min. 15 sec. East, a distance of 52.43 feet to

an angle point;
North 47 deg. 25 min. 46 sec. East, a distance of 66.28 feet to
an angle point;
North 31 deg. 13 min. 07 sec. East, a distance of 47.82 feet to
an angle point;
North 09 deg. 07 min. 01 sec. East, a distance of 80.54 feet to
an angle point;
South 72 deg. 04 min. 44 sec. East, a distance of 29.73 feet to
an angle point;
North 52 deg. 20 min. 27 sec. East, a distance of 39.02 feet to
a point for corner, same being the Southwest corner of that
certain tract of land conveyed as Tract 1 to Reginald B. Smith,
Sr., by deed recorded in Instrument No. 2018-7027, aforesaid
Official Public Records;

THENCE South 43 deg. 03 min. 16 sec. East, along the common line
of said TLS tract (2017-27765) and said Tract 1, a distance of
256.95 feet to a 1/2 inch iron rod set with "Peiser & Mankin
SURV" red plastic cap (hereinafter referred to as 1/2 inch iron
rod set) for corner, same being the South corner of said Tract
1, same being in the approximate centerline of aforesaid Old
Dorchester Road;

THENCE North 47 deg. 07 min. 49 sec. East, continuing along the
common line of said TLS tract (2017-27765) and said Tract 1,
same being the approximate centerline of said Old Dorchester
Road, passing the approximate centerline of said Old Dorchester
Road, continuing along the common line of said TLS tract (2017-
27765) and said Tract 1, a total distance of 968.76 feet to a
1/2 inch iron rod found for the most Northerly Northeast corner
of said TLS tract (2017-27765), same being in the Westerly line
of aforesaid North Tract;

THENCE North 16 deg. 06 min. 36 sec. West, continuing along the
common line of said TLS tract (2017-27765) and said Tract 1,
passing the approximate centerline of said Old Dorchester Road,
and continuing along the common line of said TLS tract (2017-
27765) and said Tract 1, a total distance of 573.78 feet to a
1/2 inch iron rod set for the most Westerly Northwest corner of
said North Tract, same being the Northeast corner of said Smith
tract, same being in the Southerly line of that certain tract of
land conveyed as "Tract 2" to Reginald B. Smith, SR., by said
deed recorded in Instrument No. 2018-7027, said Official Public
Records;

THENCE North 75 deg. 41 min. 06 sec. East, along the common line
of said TLS tract (2017-27765) and said Tract 2, passing the

approximate centerline of aforesaid Old Dorchester Road, and continuing along the common line of said TLS tract (2017- 27765) and said Tract 2, same being the approximate centerline of aforesaid Old Dorchester Road, passing the Southeast corner of said Tract 2, same being the Southwest corner of that certain tract of land conveyed to Reginald B. Smith, SR., by deed recorded in Volume 1147, Page 682, said Deed Records, and continuing along the common line of said TLS tract (2017- 27765) and said Smith tract (Volume 1147, Page 682), same being the approximate centerline of said Old Dorchester Road, a total distance of 1,736.90 feet to a 1/2 inch iron rod set for corner, same being a Westerly corner of aforesaid TLS tract (2017- 27771);

THENCE along the common line of said TLS tract (2017-27771) and said Smith tract (Volume 1147, Page 682), same being the approximate centerline of said Old Dorchester Road as follows:

North 60 deg. 18 min. 29 sec. East, a distance of 25.44 feet to a point for angle point;

North 60 deg. 19 min. 06 sec. East, a distance of 700.00 feet to a 1/2 inch iron rod set for angle point;

North 53 deg. 15 min. 03 sec. East, a distance of 589.19 feet to an angle point; North 38 deg. 20 min. 15 sec. East, a distance of 420.18 feet to an angle point; North 08 deg. 03 min. 54 sec. West, a distance of 641.82 feet to an angle point;

North 55 deg. 30 min. 26 sec. East, a distance of 251.79 feet to a point for corner, same being the most Easterly Southeast corner of said Smith tract (Volume 1147, Page 682);

THENCE North 14 deg. 23 min. 36 sec. West, continuing along the common line of said TLS tract (2017-27771) and said Smith tract (Volume 1147, Page 682), a distance of 3,228.79 feet to a point for the most Northerly Northwest corner of said TLS tract (2017-27771), same being in the approximate centerline of aforesaid OB Groner Road, same being in the Southerly line of Western Acres Addition Installment No. 2, an addition to Grayson County, Texas, according to the plat thereof recorded in Volume 6, Page 12, Plat Records, Grayson County, Texas;

THENCE North 74 deg. 53 min. 30 sec. East, along the common line of said TLS tract (2017-27771) and said Western Acres Addition Installment No. 2, same being the approximate centerline of said OB Groner Road, passing the Southeast corner of said Western Acres Addition Installment No. 2, same being the Southwest corner of aforesaid Quach tract, and continuing along the common line of said TLS tract (2017-27771) and said Quach tract, same

being the approximate centerline of said OB Groner Road, a total distance of 479.91 feet to the POINT OF BEGINNING and containing 587.056 acres of computed land, more or less.

SOUTH TRACT:

BEING all that certain tract of land situated in the ROBERT THOMPSON SURVEY, ABSTRACT NO. 1199 and the WILLIAM MARTIN SURVEY, ABSTRACT NO. 765, Grayson County, Texas, and being all that certain tract of land conveyed as "South Tract" to TLS Investments, L.P., by deed recorded in Instrument No. 2017-27776, Official Public Records, Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a railroad spike found for the Northeast corner of said South Tract, same being in the Southerly right-of-way line of Red River, Texas & Southern Railway Co., as described in deed recorded in Volume 136, Page 531, Deed Records, Grayson County, Texas, same being the Northwest corner of that certain tract of land conveyed to Jeremy Schmitz (no recording information available);

THENCE South 19 deg. 11 min. 10 sec. West, along the common line of said South Tract and said Schmitz tract, a distance of 1097.06 feet to a point for the Southeast corner of said South Tract, same being the most Southerly corner of said Schmitz tract, same being the most Easterly corner of that certain tract of land conveyed to Sue Talley Reeves, Trustee of Sue Talley Revocable Trust, by deed recorded in Volume 4370, Page 447, said Deed Records, same being the approximate centerline of a creek;

THENCE along the common line of said South Tract and said Reeves tract as follows:

North 81 deg. 20 min. 09 sec. West, a distance of 284.55 feet to a point in creek;

South 70 deg. 40 min. 21 sec. West, a distance of 102.27 feet to a point in creek;

North 75 deg. 11 min. 59 sec. West, a distance of 127.59 feet to a point in creek;

North 51 deg. 45 min. 23 sec. West, a distance of 220.29 feet to a point in creek;

North 79 deg. 12 min. 46 sec. West, a distance of 86.47 feet to a point in creek;

North 41 deg. 30 min. 50 sec. West, a distance of 378.26 feet to a point in creek;

North 79 deg. 02 min. 33 sec. West, a distance of 214.43 feet to a point in creek;

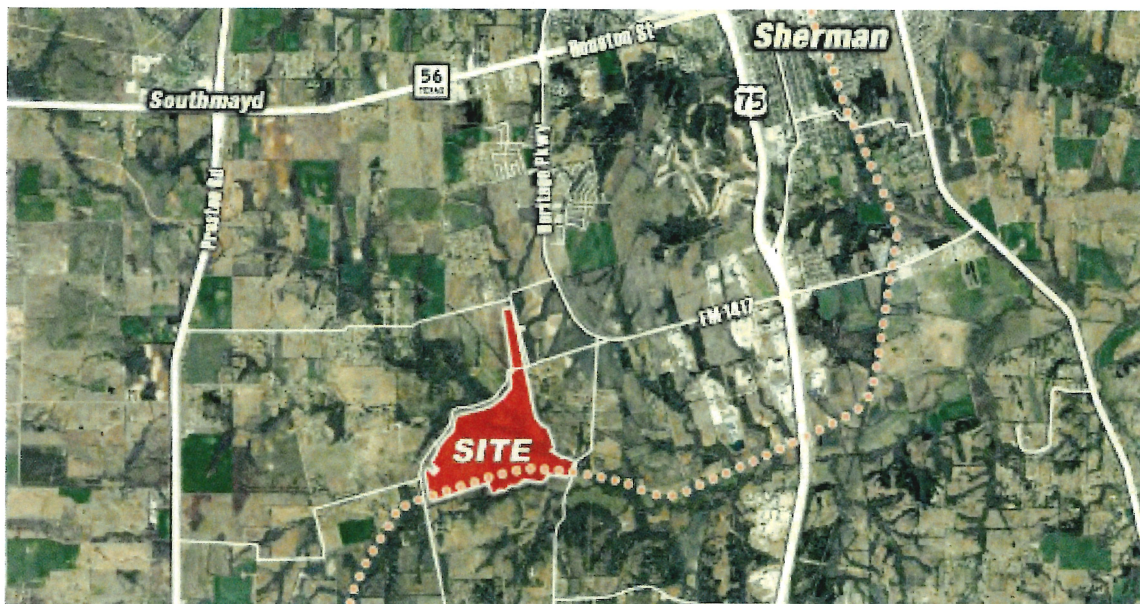
North 36 deg. 39 min. 21 sec. East, a distance of 222.74 feet to a point in creek;
North 77 deg. 28 min. 04 sec. West, a distance of 160.13 feet to a point in creek;
North 67 deg. 02 min. 46 sec. West, a distance of 317.96 feet to a point in creek;
North 20 deg. 07 min. 28 sec. West, a distance of 96.72 feet to a point in creek;
South 59 deg. 24 min. 07 sec. West, a distance of 230.86 feet to a point in creek;
North 74 deg. 29 min. 54 sec. West, a distance of 54.23 feet to a point in creek;
North 01 deg. 17 min. 08 sec. East, a distance of 125.00 feet to a point in creek;
North 47 deg. 10 min. 46 sec. West, a distance of 142.35 feet to a point in creek;
South 45 deg. 49 min. 53 sec. West, a distance of 104.40 feet to a point in creek;
North 73 deg. 20 min. 39 sec. West, a distance of 120.57 feet to a point in creek;
South 77 deg. 23 min. 53 sec. West, a distance of 109.21 feet to a point in creek;
South 35 deg. 55 min. 55 sec. West, a distance of 133.45 feet to a point in creek;
South 70 deg. 40 min. 06 sec. West, a distance of 370.67 feet to a point in creek;
North 82 deg. 15 min. 21 sec. West, a distance of 132.27 feet to a point in creek;
South 27 deg. 21 min. 12 sec. West, a distance of 129.88 feet to a point in creek;
South 85 deg. 44 min. 18 sec. West, a distance of 228.14 feet to a point in creek;
South 14 deg. 08 min. 19 sec. west, a distance of 58.86 feet to a point in creek;
South 50 deg. 05 min. 29 sec. West, a distance of 87.89 feet to a point in creek;
North 83 deg. 09 min. 16 sec. West, a distance of 178.46 feet to a point in creek;
South 19 deg. 19 min. 45 sec. West, a distance of 103.44 feet to a point in creek;
South 59 deg. 19 min. 52 sec. West, a distance of 32.75 feet to a point in creek for the Southwest corner of said South Tract;
North 15 deg. 06 min. 19 sec. West, a distance of 373.73 feet to a point for the Northwest corner of said South Tract, same being a Northeast corner of said Reeves tract, same being in the Southerly right-of-way line of aforesaid Railroad;

THENCE along the common line of said South Tract and said Railroad as follows:

North 71 deg. 54 min. 14 sec. East, a distance of 790.40 feet to a point for the beginning of a curve to the right, having a radius of 3048.25 feet and a central angle of 23 deg. 46 min. 05 sec.;

Along said curve to the right, an arc distance of 1265.43 feet and a chord bearing and distance of North 83 deg. 18 min. 40 sec. East, 1256.38 feet to a point for angle point;

South 84 deg. 48 min. 11 sec. East, a distance of 1853.44 feet to the POINT OF BEGINNING and containing 45.755 acres of computed land, more or less.





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 2.

Meeting Date: 11/20/2023

Prepared By: Nate Strauch, Community & Support Services Manager

Caption:

Other Business

Receive Updates on Downtown Sherman Initiatives

Issue:

Receive update on Downtown Sherman initiatives.

Background:

In December of 2022, the City of Sherman revamped its downtown incentive program and launched several initiatives to improve infrastructure downtown. A year later, staff wanted to provide an update on those initiatives and suggest a new program aimed at encouraging fire suppression systems in downtown buildings.

Origination:

Assistant City Manager Zachary Flores

Financial Consideration:

Information purposes.

Staff Recommendation:

None

Attachments

DRAFT Fire Suppression Grant Plan



FIRE SUPPRESSION GRANT

PURPOSE:

The City of Sherman Fire Suppression Grant Program assists in the installation of new fire suppression systems and fire barriers in the City of Sherman's Downtown Overlay. The primary purpose of this program is to help save lives and reduce damage to private and public property. The program is also intended to encourage infill development including lofts, restaurants, shops, offices, and more, which will continue to strengthen Downtown Sherman.

The City of Sherman provides a 50% match of up to \$50,000 for costs incurred. These grant funds may be used toward labor, construction materials, and engineering only. The grant is intended to be a reimbursement of expenses and should not be considered as initial sources of funds for project development.

PROCEDURE:

Pre-approval Meeting with Fire Marshall's Office

- Project plans and designs will require approval. The Fire Marshall will participate to offer input and provide comments on fire suppression design and additional fire safety improvements.

Finalize a minimum of three contractor bids.

- Bids must be submitted on the contractor's letterhead and shall contain the contractor's name, address, telephone number, and shall itemize the bid in a manner that allows the City of Sherman to determine the authenticity of the bid.

Approval and Final Improvement Plans

- Submit proof of approval from the fire marshal to the City of Sherman Community Services Manager.
 - It is not necessary to provide copies of the final plans, only the signed approvals that the design, implementation strategy, and other aspects of the project have been accepted by the Fire Marshall. **Also specifically provide a copy of the building permit.**
- Submit final list of contractors/vendors.
- Finalize the Fire Suppression/Fire Barrier Improvement Plan

Finalize Agreements

- Sign grant agreement with the City of Sherman
- Sign City of Sherman Fire Suppression Indemnity Agreement
- Submit complete IRS form W-9 to City of Sherman Community Services Manager

Completion of Work and Reimbursement Request

- Submit final inspections as required. This includes inspections from the Fire Marshal.
- Submit itemized expenses (reference Exhibit B for minimum information requirements)
 - Include eligible expenses including, but not limited to, bills, invoices, and/or statements with their respective proofs of payment. Proof of payment is defined as any paid receipts, cancelled checks, credit card bills with payments highlighted, bill/invoice, statement marked paid from the vendor, etc.
 - To be determined as eligible, reimbursement requests must include:
 - Name of vendor/contractor
 - Item(s) purchased/service(s) provided.
 - Amount(s) paid.
 - Dates of payment

Exhibit A

Sample Itemized Expenses and Proof of Payment Summary

Category/Item	Payee	Amount	Proof of Payment	Note
Fire Suppression – In Building				
List work that was completed (Add as many lines as necessary)	XYZ	\$	Invoice #	Kitchen
In Building Subtotal		\$		
Fire Suppression – In Ground				
List work that was completed (Add as many lines as necessary)	XYZ	\$	Invoice #	Materials
Underground Subtotal		\$		
Fire Barrier Improvements				
List work that was completed (Add as many lines as necessary)	XYZ	\$	Invoice #	Materials
Fire Barrier Subtotal		\$		
Total		\$		

City of Sherman Contacts for Fire Suppression Grant

Dillon Stewart
Fire Marshal

Phone: 903-892-7267
dillons@cityofsherman.com

Nate Strauch
Community and Support Services Manager
Phone: 903-892-7151
nates@cityofsherman.com

Steven Davis
Assistant Fire Marshal
Phone: 903-892-7006
stevend@cityofsherman.com

Sarah McRae
Tourism/Main Street Manager
Phone: 903-957-4237
sarahm@cityofsherman.com

Zachary Flores
Assistant City Manager
Phone: 903-892-7305
zacharyf@cityofsherman.com



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

I. 3.

Meeting Date: 11/20/2023

Prepared By: Rob Rae, Director of Development Services

Caption:

OTHER BUSINESS

Staff to review the Tree Ordinance presented by Halff from the Developers Workshop

Origination:

Development Services



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 11/20/2023

Caption:

COUNCIL CALENDAR

Attachments

2023 Council Calendar

2024 Council Calendar

2023 Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
Su	Mo	Tu	We	Th	Fr	Sa
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March						
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April						
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30						

May						
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28	29	30	31			

June						
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July						
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August						
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September						
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October						
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November						
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December						
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24	25	26	27	28	29	30
31						

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

CALLED MEETINGS	
4/20/2023	Budget Planning Meeting
5/25/2023	CIP Work Session
6/15/2023	Budget Workshop Day 1
7/5/2023	Called City Council Meeting (Rescheduled)
6/9/2023	Called City Council Meeting
6/15/2023	Called City Council Meeting
6/26/2023	Called City Council Meeting
9/12/2023	SEDCO Joint Meeting
9/14/2023	Called City Council Meeting - Tree Ordinance Workshop

2024

February						
Su	Mo	Tu	We	Th	Fr	Sa
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April						
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June						
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August						
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October						
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27	28	29	30	31		

December						
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29	30	31				

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